



## **“What is Normal Wear and Tear on a Rental Property?”**

“Normal wear and tear” or “reasonable wear and tear” are common terms associated with rentals, and typically refer to the expected depreciation that results from a tenant living in a property. Damages would then be considered anything caused by the negligence, carelessness, abuse or accident of the tenants and their guests.

Florida Law allows for Landlords and Property Managers to charge for damages that occur to a property above “Normal Wear and Tear.” Our Landlord’s expectations are when a tenant leaves a property, it should be returned back in its original condition, minus normal wear and tear.

Even the most conscientious tenant will cause minor damages over the course of a rental agreement, which is typically referred to as “normal wear and tear.” We have assembled a list of scenarios that represent a reasonable interpretation of the difference between “normal wear and tear” and “damages.” We use this reference to determine our charges and claims. Keep in mind that this is not a full-scale list, but is to be used as a rough guide only. Please also keep in mind that every situation is different, and judgment calls must be made in the event an item falls between the two scenarios.

<b>WEAR AND TEAR</b>	<b>DAMAGES</b>
Small nail holes cause by “penny nails”	Large holes from screws, wall anchors or brackets
Faded or worn paint	Non-matching touch-up painting or patching
Faded caulking around tub/shower	Missing or mildewed caulking
Hard water deposits	Dirt/mildew/mold build-up from preventable or unreported leaks or drips
Worn out keys	Broken, lost or unreturned keys or knobs
Loose hinges or handles	Damaged doors or hardware from forced entry
Worn carpet traffic patterns	Torn, burned, stained, missing, ripped or snagged carpet
Faded finish on wood floors	Scratched, gauged, warped, or water damaged floors
Linoleum worn thin	Linoleum with tears, chips or holes
Worn counter tops due to daily use	Burned, cut, stained, scratched or water damaged counters
Stain on ceiling from rain or water leak	Unreported leaks, smoking, cooking grease stains
Faded, chipped or cracked paint	Unapproved or poor tenant paint job
Loose wallpaper	Ripped or torn wallpaper
Heat blistered blinds and frayed cords	Blinds with bent or broken slats
Hard to open window (sun damaged frame)	Broken window or tabs
Toilet rocking	Broken seat, tank top, chipped bowl or running toilet
Musty odor	Urine, pet or smoke odor
Non-functioning smoke detector	Missing or detached detector
Non-functional light fixtures or wiring issue	Missing, burn out or incorrect light bulbs

These are some examples of the differences between “normal wear and tear” and “damages,” in order to help our Clients and Customers understand the differences and what can and cannot be charged in a security deposit claim.