



Wear and Tear vs. Damages

Security deposits can be used to repair damage for which a resident is responsible. However, the landlord cannot apply the security deposit to normal wear and tear. The question is: “What’s the difference?”

NORMAL WEAR AND TEAR DEFINED

The legal definition of “normal wear and tear” as stated in the Texas Property Code and defined in Section 92.001 (4):

"Normal wear and tear" means deterioration that results from the intended use of a dwelling, including, for the purposes of Subchapters B and D, breakage or malfunction due to age or deteriorated condition, but the term does not include deterioration that results from negligence, carelessness, accident, or abuse of the premises, equipment, or chattels by the tenant, by a member of the tenant's household, or by a guest or invitee of the tenant.

Damage can therefore be defined as deterioration which occurs due to negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or member of his household, or their invitees or guests.

Notice that normal wear and tear does not include dirt – excessive dirt is considered negligence, carelessness, accident or abuse.

The following incomplete list of examples are intended as a guide to reasonable interpretation of the differences between expected ‘wear and tear’ from normal residential use and irresponsible, intentional, or unintentional actions that cause damage to a landlord’s property.

Courts have also ruled that the length of time a tenant has occupied a property must also be taken into consideration when assessing damages in relation to deductions to a tenant’s security deposit. The longer a resident has resided in a property, the more allowance must be given for ‘wear and tear’ over damage.

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Wear and Tear	Damages
1. Small nail holes caused by a pin nail or smaller. A pin nail is used for hanging small picture frames and other items on walls.	Large holes from hanging shelving, pictures, screws, wall anchors, flat screen television brackets or any other wall hanging that causes damage larger than a pin nail.
2. Faded paint	Spot painting and patching or touch up painting of any kind
3. Faded caulking around the bathtub and tiles	Missing caulking around the bathtub and tiles
4. Hard water deposits.	Buildup of dirt, mold, mildew, or water stains from a preventable or unreported water leak or drip
5. Worn out keys	Broken, lost or unreturned keys
6. Loose or stubborn door lock	Broken or missing locks
7. Loose hinges or handles on doors	Damage from a door from forced entry, or damage from using feet to open doors
8. Worn carpet traffic patterns	Torn, burned, stained, missing, ripped, scratched, or snagged carpet, pet damage
9. Faded finish on wood floors	Scratched, gouged, warped or water damaged wood floors
10. Linoleum worn thin	Linoleum with tears, chips or holes
11. Worn countertops due to daily use	Burned, cut, stained, scratched or water damaged countertops
12. Drywall cracks from settling	Holes in walls, doors, screens or windows from misuse, negligence, carelessness, accident, or abuse
13. Faded, chipped or cracked paint	Unapproved or poor tenant paint job
14. Loose wallpaper	Ripped or marked-up wallpaper

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Wear and Tear	Damages
15. Worn or heat blistered mini-blinds	Broken, bent, cracked or missing slats, wands or hardware. Broken strings.
16. Dirty window and door screens	Torn or missing screens
17. Sticky window	Broken window
18. Loose or inoperable faucet handle	Broken or missing faucet handle
19. Running toilet	Broken toilet seat, tank top or chipped or cracked toilet bowl
20. Musty odor	Urine or pet odor throughout unit
21. Closet bi-fold door off track	Damaged or missing bi-fold door
22. Non-functioning smoke or CO detector	Missing or detached smoke detector or CO detector or missing batteries
23. Non-functioning light fixture	Missing, burnt out, or incorrect style light bulbs
24. Dry lawn	Lawn with pet urine spots, dead areas, excessive weeds
25. Slow draining drains	Drains that are clogged by hair, toys, or other non-flushable objects

Flooring

In most cases, you can't expect the floor to be in pristine condition after a tenant vacates the property. Carpet naturally has a limited lifetime (usually 5-10 years), especially if it's a lighter color. High-traffic areas will naturally become worn down, and it's common to see a few light stains and indentations from furniture. A steam clean, customarily performed in between tenants, should bring carpet back into decent shape. However pet stains, holes, and burns generally go beyond everyday wear and tear. When it comes to hardwood flooring, the same standards apply. Worn or scuffed flooring in areas that receive a lot of traffic is to be expected, while deep gouges or an extensive series of scratches are usually indicative of tenant damage. With tiles or linoleum, it largely depends on the quality of the flooring and what has caused the damage. If linoleum is starting to peel near the door, for example, it's most likely the result of normal use.

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Broken or chipped tiles or deep scratches in flooring could have been caused by dropping heavy items or dragging something across the floor and may be damage the tenant could be held responsible for.

Walls

Faded paint or wallpaper is considered normal wear and tear, and minor superficial damage — such as small pin nail holes and minor scuff marks, are usually considered normal wear and tear as well. However, pen marks all over the walls, deep gouges or dents, excessive scuff marks, unauthorized paint color/job or mismatched color/sheen on spot painting are usually considered excessive.

Signature: _____ **Date:** _____

Name: _____

Property: _____