

# When It's Time to Move On, Please Follow the Guidelines to Ensure a Smooth Transition:

When you move out, it is essential that you completely vacate the property and turn in the keys into our office, by 12:00 p.m. (noon) on the day you have stated in your move out notice in order to avoid any scheduling problems or additional rent charges. You may also fill out and return a return of possession together with the keys, to our office.

For more information pertaining to cleaning your unit and an explanation of security deposit deductions, please review the following:

## Cleaning Specifications

- Remove all trash and personal items from the home and yard.
- Clean all appliances thoroughly, including microwave, range hood, inside of refrigerator, etc.
- Clean sinks, cabinets, and drawers.
- Clean any carpeting. If professional cleaning is required, Specialized Property Management will make those arrangements after move-out and charge the cost against your security deposit, per the lease agreement.
- Wash non-carpeted floors. Remove stains and marks.
- Wipe down walls; pay special attention to areas around light switches, hallways, doors, and baseboards.
- Clean all windows, secure all screens, and remove cobwebs inside and out.
- Make needed repairs to screens and screen doors.
- Clean and disinfect the bathrooms thoroughly.
- Repair, or have repaired, any damages that you or your pets may have caused.
- Schedule all utilities to be disconnected on the last day of your lease agreement.
- If you are responsible for the lawn care: Mow, trim, and remove debris from yard.
- Plan to have your trash picked up before you discontinue service.
- Do not place trash and garbage in the recyclable cans, a fine will be incurred.

Remember, it will always be less expensive if you take care of your own damages.

**Please do everything necessary to return the property in good, clean condition. We hope you enjoyed your stay and wish you all the best in the future.**

# General Cleaning

Use this as a simple checklist to help you remember what needs to be done.

## Walls

Clean Vents  
Vacuum Cobwebs  
Dust Above Doors  
Scrub Walls  
Baseboards

## Floors

Clean Vents  
Vacuum All Carpets  
Sweep Non-Carpeted Areas  
Mop/Scrub Vinyl  
Clean under Refrigerator

## Doors

Clean all knobs  
Dust  
Clean Inside Door Jam

## Bathroom(s)

Sink/Tub/Shower  
Toilet  
Walls/Windows  
Floors

## Windows

Sills  
Blinds  
Windows  
Vacuum Tracking

## Kitchen

Refrigerator  
Stove Top, Drip Pans, & Oven  
Stove Hood  
Cabinets – In/Out  
Countertops/Sink

## Outside

Grass Mowed  
Leaves Raked & Bagged  
Garden/Beds Weeded  
Concrete Degreased  
Lights Working  
Trash Hauled Off (do not leave any debris)

## Misc.

Clean All Light Fixtures  
Sweep Porches  
Sweep Garage  
Clean Sliding Glass Door  
Sweep Laundry Area  
Smoke Detectors & Batteries

# Examples of Wear & Tear vs. Damages

## Wear & Tear

- Peeling or cracked paint
- Worn enamel in old bathtub
- Worn or cracked linoleum in place where appliances had been
- Cracked window pane due to faulty foundation and settling of building
- Carpet worn thin by people walking on it
- Door that sticks in humidity
- Small piece of wall plaster chipped
- Faded tile
- Faded lampshade
- Fire damage due to faulty wiring
- Sink drainage slow because of old pipe system
- Floors need new coat of varnish
- Corner of piece of wallpaper coming lose because the glue has aged
- Sliding closet doors stick
- Paint faded on kitchen walls
- Shower rod somewhat rusted
- Dirty or faded window

## Damages

- Drawings on the walls (e.g., murals)
- Chipped and broken enamel in bathtub
- Broken window caused by resident slamming window shut
- Holes in carpet from cigarette burns or carpet damaged by rust and mildew stains from tenant's plant containers
- Large chunk of plaster ripped out of wall
- Painted-over kitchen or bathroom tile
- Missing fixtures; hole in ceiling where fixture had been removed
- Toilet backed up because tenant flushed cardboard down it
- Floors gouged when moving furniture
- Wallpaper missing where tenant tore it off wall
- Sliding closet doors off track because track bent

- Walls burned in kitchen from burner turned too high when pot on stove
- Shower rod missing
- Tiles missing or cracked
- Torn window shade
- Grouting in bathroom tile loose

## What is Ordinary Wear and Tear?

The typical definition of ordinary wear and tear is “Deterioration which occurs based upon the use in which the rental unit is intended; without negligence, carelessness, accident, or abuse of the premises or contents by the tenant or occupants of the household, or their invitees or guests.”

In other words, ordinary wear and tear is the natural and gradual deterioration of the property over time, which results from a tenant’s normal use of the residence. For example, the carpeting in a home, or the paint on the walls, wears out in the normal course of living. Carpets become threadbare, and paint peels and cracks. Even the most responsible tenant cannot prevent the aging process; thus, they will not be held responsible to pay for damages resulting from aging. Also, a tenant would not be held responsible for damage arising from using the property in a normal way.

## What is NOT Ordinary Wear and Tear?

A landlord could require a tenant to pay for damages if the tenant helped the aging process along or didn’t use the property in a normal way. A carpet worn from people walking on it is something you must expect. But a tenant who cuts a hole in the carpet or spills paint on it may be held responsible for the damage. How can you tell what is and isn’t ordinary wear and tear? There are three basic types of damages caused by a tenant that aren’t considered ordinary wear and tear. They are:

**Negligence.** If a tenant does something carelessly that the tenant should have known would cause damage, or if the tenant failed to do something that the tenant reasonably should have done to prevent damage, that’s negligence. In short, did the tenant act prudently to preserve the property?

**Failure to Warn.** Another form of negligence is where the tenant fails to take steps that could prevent damage to the apartment. Even the reasonable wear and tear exception shouldn’t insulate a tenant from responsibility if the tenant fails to let the management know when something goes wrong in the home that might later result in worse damage. For example, if a windowpane is cracked because of a faulty foundation, that’s not the tenant’s fault. But if the tenant doesn’t tell the management that the crack is letting in water and the carpet below the window gets water damaged, the management may be able to argue that this extra damage was caused by the tenant’s failure to inform the management of the problem.

**Abuse/Misuse.** If the tenant knowingly or deliberately mistreats the property, or uses it for the wrong purposes, the damage the tenant causes isn’t ordinary wear

and tear – it's abuse or misuse. For example, did the tenant slide furniture over an unprotected floor, causing gouges? Or did the tenant discolor the bathtub by using it to dye fabrics? Was the tenant an artist who failed to cover the floor as the tenant painted, leaving permanent stains on the carpet? Did the tenant paint the walls of the apartment black?

One court decision required a tenant to pay for leaving an apartment carpet mutilated in an area around a wet bar where it was damaged by rust and mildew stains from plant containers and covered with cigarette burns – some clear through the pad.

**Accident.** Sometimes damage occurs by mistake. The tenant party guest drops a drink on the new carpet, staining it. The tenant drops a heavy planter and cracks the tile floor or is cleaning the light and the fixture falls and breaks, or accidentally leaves the bathtub faucet on, flooding part of the property and staining wood floors and carpeting. Even though the tenant didn't purposely damage the property, management will be able to withhold the cost of repair from the security deposit.

## **Other Factors**

In evaluating whether property damage exceeds ordinary wear and tear, there are some other factors to keep in mind. They include:

**Extent of damage.** The exact type of damage may be as important as the extent of the damage when evaluating whether it's ordinary wear and tear or not. For example, two or three nail holes in a wall may be considered ordinary wear and tear. But dozens of nail holes may be considered abuse. A few scratches on a wood floor are unavoidable. But a missing wood plank is negligence or abuse.

**Length of residence.** Certain things wear out over time. But over how long? The ordinary wear and tear on a property from a tenant who has lived there only a short time should be considerably less than that of a tenant who has lived there for a long time. Say you installed new carpet before renting a home. It may be reasonable to expect that if a tenant lives there 10 years before moving out, everyday usage would leave it somewhat damaged. But if a tenant moves out after only three months and the carpet is ripped and stained, that's unreasonable, and the management can probably charge the tenant for the damage.

**Character and construction of building.** An older building may be expected to undergo greater and more rapid deterioration than a newer building. For example, wooden windowsills in an older building may dry out, rot, or crack over time through no fault of the tenant. But if the building is new, it unlikely that the windowsills would crack without some carelessness on the tenant's part (e.g., standing on the window sill to put up drapes).