

121 WEST CHURCH STREET
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Wear and Tear vs Damage

1.1 Agreement

This is an Addendum to the Lease dated _____ by and between Davis Real Estate, Inc, Agent for Owner, and _____ pertaining to the premises located at _____.

1.2 Telling the Difference

Security deposits can be used to repair damage for which the tenant 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 means that deterioration which occurs, based upon the use for which the rental unit is intended, without negligence, carelessness, accident, or abuse of the premises or equipment or chattels by the tenant or members of his/her household, or their invitees or guests.

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/her 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 is 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.

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.

Wear and Tear	Damages
1. Small nail holes caused by a 6-penny nail or smaller. A 6-penny nail is 2 inches long and is used for hanging picture frames and other items on walls	Large holes from hanging shelving, pictures, screws, wall anchors, flat screen TV brackets, or any other wall hanging that causes damage larger than a 6-penny 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
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
15. Worn or heat blistered mini-blinds	Broken, bent, cracked or missing slats, wands or hardware
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 or wobbles	Broken toilet seat or tank top, or chipped or cracked toilet bowl
20. Musty odor	Urine or pet odor throughout the 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, burned-out, or incorrect style light bulbs

24. Dry lawn	Lawn with pet urine spots, dead areas, excessive weeds.

YOU ARE LEGALLY BOUND BY THIS AGREEMENT. PLEASE MAKE SURE YOU READ AND UNDERSTAND IT.

THIS FORM HAS NOT BEEN APPROVED BY THE PENNSYLVANIA REAL ESTATE COMMISSION. IT WAS PREPARED BY DAVIS REAL ESTATE, INC. AND OUR LEGAL COUNSEL.