



Dear Tenant(s):

We are sorry to see that your stay with us will be ending after your lease ends on . In order to accomplish as smooth a transition as possible please read though this letter.

You are hereby notified that you have a right to request an Initial Inspection within the two weeks prior to your move out date. The purpose of the Initial Inspection is to give you a list of potential repairs and cleaning costs that may be deducted from your security deposit.

You are expected to complete your moving and return the keys by 4:00 P.M. on the day you stated in your move-out notice. If you hold on to the property beyond the scheduled move-out date, you may be charged a "Hold-Over Fee" per your lease agreement. To assist us in making refunds to you promptly, we ask that you review the security deposit section of the "Residential Lease Agreement" you signed or the Tenant Handbook on the portal. This will clarify the refund procedure and explain any additional charges which you may incur.

If you have any questions, please do not hesitate to contact the resident manager.

CLEANING INSTRUCTIONS

KITCHEN:

- Clean refrigerator, shelves, and freezer. Unplug and pull the refrigerator out away from the wall with doors open. Clean underneath and behind refrigerator. After cleaning, plug the refrigerator in and leave it running with the doors closed.
- Clean cupboards, under sink, and baseboards.
- Clean under stove-top burners, controls, rings, and drip pans. Wipe down front/sides of range. Clean exhaust fan of grease.
- Clean oven and remove all traces of oven cleaner. DO NOT use cleaner on a self-cleaning range.
- Scour sinks and remove all stains. Disposal should be clean, empty, and in working order.
- Sweep and mop kitchen floor.
- Exterior faces of cupboards should be wiped down and grease free.
- Dishwasher must be clean and in good working order.

LIVING ROOM:

- Carpets must be commercially cleaned--check with manager for the best way to handle this.
- Baseboards cleaned, and finger marks or other marks cleaned of switches and walls.
- Windows must be washed, screens cleaned, window sills dusted and cleaned with damp cloth. Vacuum or wipe out the tracks for windows and sliding glass doors.

•

BEDROOM:

- Same as living room.
- Closets vacuumed and top shelf dusted.

BATHROOM:

- Toilet bowl must be scoured and cleaned with a disinfectant. The outside of the bowl, including the seat, rim, tank, and base must be clean and disinfected. An old toothbrush works well along the bolts and base of the toilet fixture.
- Bath tub must be scoured to remove any rings. Sides of the tub enclosure must be clean and free of any soap build-up. (Spray foam bathroom cleaner works well here.)
- Sink must be scoured and faucet polished. Wipe down counter top surrounding sink and wash mirror.
- All cabinets and drawers must be dusted and wiped clean. The exterior of cabinets should also be dusted and cleaned.

STORAGE AREAS, PATIOS, CARPORTS:

- Patios must be clean and swept.
- Storage area must be empty and swept.

LANDSCAPING:

- Lawn must be freshly mowed, raked, and weeded.
- Clean up all pet/animal feces, trash, etc.

GENERAL:

- Wipe down light fixtures and ceiling fans
- Replace all burned out light bulbs
- Vacuum carpets
- Sweep and mop floors
- Sweep out the garage. Sweep off outdoor patios, decks, or balconies

WHAT IS ORDINARY WEAR AND TEAR?

Typical definition of ordinary wear and tear is "That deterioration which occurs based upon the use of which the rental unit is intended and without negligence, carelessness, accident, or misuse, or abuse of the premises or contents by the tenant or members of his household, or their invitees or guests."

In other words, ordinary wear and tear is the natural and gradual deterioration of the apartment over time, which results from a tenant's *normal* use of the apartment. For example, it is normal for carpeting or paint to wear out in the normal course of living. Carpets become threadbare, and paint peels and cracks. Even the most responsible tenant can't prevent the aging process.

Also, a court won't hold a tenant responsible for damage arising from *using* the apartment in a normal way. For instance, an Illinois owner held back part of a security deposit to pay for repair of nail holes left behind by a tenant who had hung some pictures. The tenant sued to get back his full security deposit. The Illinois court said the nail holes were the result of ordinary wear and tear. After all, hanging pictures is a normal incident of apartment living; it can reasonably be expected.

WHAT'S NOT ORDINARY WEAR AND TEAR?

A landlord can make a tenant pay for damages if the tenant helped the aging process along or didn't use the apartment in a normal way. A carpet worn from people walking on it is something you have to expect. But a tenant who cuts a hole in the carpet, spills paint, or leaves heavy traffic patterns from dirty work boots 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 apartment that might later result in worse damage. For example, if a window pane 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? Some examples include leaving an apartment carpet mutilated in an area around a wet bar, 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 the tenant is cleaning the light fixture and it falls and breaks. Or the tenant accidentally leaves the bathtub faucet on, flooding part of the apartment and staining wood floors and carpeting. Even though the tenant didn't purposely damage your property, the management will be able to withhold the cost of repair from the security deposit.

OTHER FACTORS

In evaluating whether apartment 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 an apartment from a tenant who's lived there only a short time should be considerably less than that of a tenant who's lived there for a long time. Say you installed new carpet before renting an apartment. 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's unlikely that the windowsills would crack without some carelessness on the tenant's part (e.g., standing on the windowsill to put up drapes).

ORDINARY WEAR-AND-TEAR vs. TENANT DAMAGES

<u>WEAR & TEAR</u>	<u>DAMAGES</u>
Peeling or cracked paint	Drawings on the walls(e.g., murals)
Worn enamel in old bathtub	Chipped and broken enamel in bathtub
Worn or cracked linoleum in place where appliances had been	Broken window caused by resident slamming window shut
Cracked window pane due to faulty foundation and settling of building	Holes in carpet from cigarette burns or carpet damaged by rust and mildew stains from tenant's plant containers
Carpet worn thin by people walking on it	Large chunk of plaster ripped out of wall
Door that sticks in humidity	Painted-over kitchen or bathroom tile
Small piece of wall plaster chipped	Missing fixtures; hole in ceiling where fixture had been removed
Faded tile	Toilet backed up because tenant flushed cardboard down it
Faded lampshade	Floors gouged when moving furniture
Fire damage due to faulty wiring	Wallpaper missing where tenant tore it off wall
Sink drainage slow because of old pipe system	Sliding closet doors off track because track bent
Floors need new coat of varnish	Walls burned in kitchen from burner turned too high when pot on stove
Corner of piece of wallpaper coming loose because the glue has aged	Shower rod missing
Sliding closet doors stick	Tiles missing or cracked
Paint faded on kitchen walls	Torn window shade
Shower rod somewhat rusted	
Grouting in bathroom tile loose	
Dirty or faded window	