

Compass Realty Management Group

"Pointing your investments in the right direction"



Next Month's Newsletter:
Handling Tenant Issues

The Security Deposit vs. Normal Wear & Tear

If you have 100 property managers in a meeting, the majority will agree that settling a security deposits dispute is one of the more difficult tasks in property management, particularly when it comes to determining "*normal wear and tear*," also referred to by some as "ordinary wear and tear."

Why does this become such a difficult problem? It is because there is NO clear-cut definition for this phrase in legislation. It becomes very subjective, depending on the party or parties involved. You will get different viewpoints from a property owner, a property manager, a judge, an attorney, a vendor, and mostly likely, an opposing view from the tenant. Tenants are prone to use this term, particularly in court, to defend any type of damage, large or small. The burden of proof usually falls to the landlord to show that the damage is not "normal wear and tear."

Compass Realty Management

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We are here for you!

We provide you with professional management services for residential properties throughout the metro Atlanta area. Our business focus is to care for each individual customer and cater to their individual needs in order to deliver the highest level of personalized service at a minimal cost. Our caring Attitude and commitment to the highest standards of integrity will keep us in the forefront of the industry and will always be the focus of our property management services. We are detail oriented and leave nothing to chance ensuring that we uphold your best interest well into the

The laws that govern the security deposit vary from state to state, but the term "normal wear and tear" generally describes the allowable amount of use of a rental without the tenant being financially responsible for repairs or maintenance. A certain amount of "normal" use of the rental unit will result in an anticipated and reasonable amount of wear that will result in the need for repair, replacement, or other maintenance work.

The law generally will rule the tenant should not be responsible for these costs because it is normal maintenance and the cost of being a landlord. However, neither the courts nor the legislators have defined exactly what "percentage" of this maintenance is the owner's responsibility or that of the tenant.

How do you determine what to do about a "normal wear and tear" issue in a security deposit? It is not easy, but there are definite steps to avoid or reduce the problem.

- Put the property in good condition before the tenant moves in. Document the condition in writing and pictures before any move in, and then have the tenant agree and sign to the condition of the property.
- Be realistic about the condition of the property. Is the carpet new, in good condition, or is it just serviceable for this tenant? Plan to accept what items will not stand up to tenant charges when they move out, such as a frayed or worn carpet.
- When the tenant moves, consider how long the tenant has been there. There is a big difference between a six months and five-year tenancy. Then, if necessary, figure out a percentage for the maintenance item in

question that is fair to both tenant and owner.

- Identify the problems that are actual "damage." Normal wear and tear does not apply to *filth* - heavy soil, black marks, dye stains, bleach stains, etc. It does not apply to *negligence*, such as allowing mildew to collect on walls or not reporting a toilet leak that caused damage. It does not apply to *abuse*, such as ripped linoleum from a refrigerator installation, punching a hole in the wall, or stained window coverings.
- Use common sense - is it really worth a court battle to fight over carpet cleaning when a tenant has been in the property 3 years?

It is much less expensive to settle a dispute than go to court with a shaky defense on "normal wear and tear." As your property management company, we do our best to properly prepare the residence before the tenant moves in and document the condition. Then we endeavor to handle the security deposit disposition expediently and realistically when the tenant moves out to avoid disputes whenever possible.



Our Services

- Full-service residential property management
- Aggressive rent collection
- Technology driven company
- Extensive advertising/marketing of vacancies
- Competitive rental/leasing rents and rates
- Friendly, efficient full-time office staff
- Year end - tax ready summary statement
- Easy-to-read computerized monthly financial owner statements/reports
- Access to reliable, licensed and insured maintenance contractors
- Supervise/coordinate maintenance
- Thorough tenant screening
- Administer legal proceedings, if necessary
- Cooperate with Real Estate agents
- 24 hour/7 days a week availability for emergencies
- Digital photographs of available rentals on our website

Announcements

Check Your Insurance: Events can happen - flood, extreme heat, hurricanes, fire, and more! It is important to check your insurance to obtain the best coverage possible and ensure that it is current. Review now with your insurance agent before a disaster/emergency occurs.

If An Emergency Occurs: Our first priority during any emergency is to handle the situation, taking any necessary measures for the safety of your property and your tenants. Then, we will contact you as soon as we are able.

