SDCAA White Paper: CA Laws concerning normal wear and tear versus Tenant property damage
August 2018

Summary
When signing a rental agreement, a tenant promises to keep their rental unit generally in the same condition until they vacate the unit.

Under CA Civil Code 1941 and outlined in the SDCAA’s Rental Agreement (Form 200), tenants are liable for any damage caused to the unit or by them, their occupants and guests. Tenants are also responsible and agree to keeping the unit clean, and use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended.¹

Under California Civil Code 1950.5 (e), a landlord may collect money from the tenant if the tenant defaces, impairs, damages, or destroys the property inside the rental unit.

However, landlords cannot charge a tenant for routine cleaning inside the unit or for normal wear and tear. While California law is vague in what is defined as wear and tear, there have been court rulings over the years that determine what is normal ‘wear and tear’ versus damage caused by the tenant in the rental unit.

What is Normal ‘Wear and Tear’ vs. Tenant damage?
According to the California Tenants: A Guide to Residential Tenants’ and Landlords’ Rights and Responsibilities handbook, tenants are responsible for keeping a rental unit generally in the same condition when they leave the unit prior to when they began living in the unit.²

Under CA Code 1950.5(e), landlord may charge for damages caused by the tenant to return the rental unit to the same physical condition prior to the tenant living in the unit. The landlord may only charge a tenant for cleaning costs if the departing tenant left the rental unit (or a portion of it) less clean than before they moved in. But, a landlord may not charge the departing tenant for routine cleaning of carpets, blinds, walls, floors, and/or windows.³

CA code also prohibit landlords from charging tenants for normal ‘wear & tear’ in replacing items in the rental unit. A landlord may not charge a tenant for the deterioration of

¹ San Diego County Apartment Association Form 200, Rental Agreement, Sections 12 and 15, page 3 of 8.
³ Ibid, Pg. 59
items inside or the interior of the rental unit due to aging, fading, or the natural decomposition of the item’s material.

Owner is responsible for normal wear and tear. Some examples of normal wear and tear, but not limited to, are:

- Carpet becomes worn and faded due to tread marks and regular foot traffic.
- Natural fading or discoloration of curtains, drapes, or blinds or flooring.
- Appliances, plumbing, and lighting fixtures work less efficiently or stop functioning because of routine use or age.
- Fixtures in bathroom and kitchen become rusted or grout and calking is missing in the kitchen or bathroom(s)
- Minor nicks or marks, or small nail marks done to walls.
- Wall paint that becomes dirty or faded over time.\(^4\)

Tenant is responsible for damage. Examples of damages, for which a landlord may charge, but not limited to, are:

- Cigarette burns inside the unit for example on the carpet, linoleum or other floor covering
- Wine stain on carpet.
- Damage and stains caused by pets.
- Large holes or deep gouges in the walls that require plaster or patching and require repainting.
- Appliances, fixtures that are damaged or broken.
- Items in the unit (windows, carpet, drapes and blinds, etc.) are broken, cracked, ripped or torn due to the tenant’s actions.
- Tenant’s failure to notify a landlord of water leaks, electrical or plumbing problems in the rental unit, that they should have known about.
- Allowing mold to grow in the unit.

**How much can a landlord charge for damage?**

Landlords can deduct the cost of the replacement from the security deposit if the tenant is responsible for causing damage to the rental unit. The landlord should pro-rate the cost against the average life of the item in the rental unit based on its age.

\(^4\) Ibid, pg. 60
For example, if the carpet has a useful life of 10 years and a tenant moves in when the carpet is eight years old and causes damage to it, the landlord may pro-rate the cost of the carpet replacement for the two years left of its useful life.¹

- If a door has been removed by the tenant from the unit, and stored improperly and gets damaged as a result, then owner could then charge for the full replacement cost.
- Another example, if a tenant moves into a unit does damage to the walls that have been painted less than six months, the landlord may charge the full price of the paint and repairs needed to the wall.²

What is ‘Useful Life?’
Useful life is defined as the life expectancy of an appliance product or item. The Department of Housing and Urban Development has created a sample chart providing the life expectancy of items in a rental unit.³ Please note that the chart below is a guide only, life expectancy varies based on a number of factors, quality of item, manufacturer suggested lifespan, frequency of the product used, and the type and number of tenants residing in the unit.

<table>
<thead>
<tr>
<th>Item</th>
<th>Useful Life</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hot Water Heaters</td>
<td>10 years</td>
<td>All units</td>
</tr>
<tr>
<td>Plush Carpeting</td>
<td>5 years</td>
<td>Family</td>
</tr>
<tr>
<td></td>
<td>7 years</td>
<td>Elderly</td>
</tr>
<tr>
<td>Air Conditioning Units</td>
<td>10 years</td>
<td>All units</td>
</tr>
<tr>
<td>Ranges</td>
<td>20 years</td>
<td>All units</td>
</tr>
<tr>
<td>Refrigerators</td>
<td>10 years</td>
<td>All units</td>
</tr>
<tr>
<td>Interior Painting – Enamel</td>
<td>5 years</td>
<td>Family</td>
</tr>
<tr>
<td></td>
<td>7 years</td>
<td>Elderly</td>
</tr>
<tr>
<td>Interior Painting – Flat</td>
<td>3 years</td>
<td>Family</td>
</tr>
<tr>
<td></td>
<td>5 years</td>
<td>Elderly</td>
</tr>
<tr>
<td>Tiles/ Linoleum</td>
<td>5 years</td>
<td>Family</td>
</tr>
<tr>
<td></td>
<td>7 years</td>
<td>Elderly</td>
</tr>
<tr>
<td>Window Shades, screens, blinds</td>
<td>3 years</td>
<td>Family, Elderly</td>
</tr>
</tbody>
</table>

² California Tenants: A Guide to Residential Tenants’ and Landlords’ Rights and Responsibilities, Pg. 60

**What should a landlord do?**

- **Take Pictures & Videos during Move-In/Move-Out Inspections** - It is strongly recommended the landlord photos, and even videos, during the Pre-Move-In and Pre-Move Out Inspections in addition to keeping an accurate itemized inventory of the unit.
- SDCAA members should use the SDCAA *Form 272, Move-In/Move-Out Inspection Report*, and if it is furnished rental unit, members should use *Form 275, Rental Unit Inspection and Itemization Checklist for Furnished Units*.
- SDCAA members should use *Form 610, Itemization of Security Deposit*, when deducting charges from the tenant’s security deposit
- **Keep receipts and copies of warrantees of all items purchased.**