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## What Is Considered Normal Wear and Tear?

April 20, 2023  
[www.turbotenant.com](http://www.turbotenant.com)



“Normal wear and tear” is a term that gets tossed around frequently in the apartment rental world, but there is a lot of confusion around what it actually means and how it applies to landlords. This is because it’s a notoriously slippery concept to pin down, and the legal definition actually varies state-by-state. In order to clear things up, we go over the wear and tear definition along with specific examples for what is considered normal wear and tear.

In addition to reading this article, be sure to check out your state-specific landlord-tenant laws for more information about normal wear and tear definitions in your area.

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## Webinars

### Stupid Things Landlords Do

Presented By: Violet Wilson  
May 14<sup>th</sup> from 4 - 6pm

### Landlord Tenant Law Review & Legislative Update

Presented By: Christian Bryant  
May 18<sup>th</sup> from 4 - 7pm

- Members: \$20ea
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ASSOCIATION OF  
SOUTHWESTERN  
OREGON**

## Who is the ROA?

Rental Owners Association of Southwestern Oregon is an organization that's been around for over 30 years and consists of landlords who care about practical, legal and profitable land lording practices. Through the association, they share problems, solutions, and ideas with other landlords and find information that comes from similar organizations in Oregon and around the country.



Our Association is currently comprised of over 200 landlords!

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# Should I Let My Tenants Paint?

By: Brentnie D | April 14th, 2023  
www.rentecdirect.com



Permission to paint the rental can be a sticking point for many landlords and tenants.

Ensuring your rental property feels like home to your tenants is crucial to ensuring they stay long-term. A welcoming space that tenants can truly make their own is far more likely to generate less turnover. At first glance, it can seem like a no-brainer to let your tenants update the space and decorate how they would prefer. On the other hand, maintaining a property that looks professional and generic enough that a new tenant will feel comfortable one day is also a key consideration for landlords and property owners.

If you're a landlord wondering if you should let your tenants paint your rental, there are some important factors you should consider.

## POTENTIAL DOWNSIDES TO LETTING YOUR TENANTS PAINT:

While there can be a lot of benefits to letting your tenants paint, there are some significant downsides that can be situationally dependent. Unfortunately, many of these scenarios are a bit of a gamble when you let tenants DIY their painting job. This is why many landlords and property managers opt to set the expectation within the lease agreement that tenants cannot make permanent changes in general including new paint.

## MORE WORK AT TURNOVER:

Creating a rent-ready space is already hard enough without the addition of repainting a hard-to-cover color. Tenant turnover can be a very stressful time for a landlord and property manager, especially if turnover occurs during a peak moving season when your bandwidth is already stretched.

Allowing tenants to paint their rental invites more work at the end of turnover if tenants do not do an adequate job repainting and returning it to rent-ready status. Dark colors throughout the unit can make this problem more significant since they will require expertise and multiple coats of paint and primer to fully restore the unit. While these time constraints can be mitigated by hiring professional painters, that is an additional expense that will be accrued.

## RISK OF SUBPAR MATERIALS OR SKILL SETS:

Many renters have never owned their own home and do not have the same sense of ownership with the space that a homeowner might. This may mean that your renters could do a subpar job with their painting—causing damage to the flooring or other areas. New or first-time renters may simply be ignorant to best practices for interior paint...



This may mean that tenants will opt for the cheapest paint or a gloss that is not ideal for rentals, resulting in an unprofessional appearance.

### **KEY BENEFITS TO ALLOWING YOUR TENANTS TO PAINT:**

No doubt, there are a lot of issues that can arise when a tenant paints, but it would be wise to consider the benefits before creating a hard rule in your lease agreement. No matter what you decide, be sure that your lease agreement expressly outlines your policy.

### **STAND OUT FROM THE COMPETITION**

Many landlords and property managers are unwilling to deal with the potential downsides of a tenant painting the property; the majority of lease agreements have a no-painting policy. If you are a landlord or manager in a competitive market, allowing tenants to personalize their space can be a great incentive for applicants. This can help you stand out from the competition without a costly up-front investment like other incentives or rent concessions.

### **INCREASE RETENTION**

Turnover is expensive and time-consuming. While repainting can take extra time and money, reducing turnover may be a bigger financial win. Ensuring your tenants feel at home can go a long way to keeping them year after year—this is especially beneficial if you have good tenants. The key to your financial success as a landlord is keeping your rule-abiding tenants long-term, and some landlords feel that allowing tenants to customize the interior of the property is an easy trade-off if it can increase retention.

### **PAINTING COMPROMISES FOR LANDLORDS AND PROPERTY MANAGERS:**

The question of whether you should allow your tenants to paint the rental can feel like a question with a black-and-white answer. However, there are a few creative compromises that can be made if you are willing to think outside the box. A good compromise can mitigate the cost of restoring the rental after the lease term while simultaneously ensuring the renter feels as comfortable as possible during their tenancy.



### **OFFER DAMAGE-FREE DECORATING TIPS:**

A little empathy can go a long way to ensuring your tenants feel heard. If you are not willing to entertain the possibility of allowing your tenants to make any long-term alterations, you can certainly compromise by offering ways to guarantee they feel at home without damaging the rental or making permanent changes.

### **CHARGE A REPAINTING FEE:**

Time is money—especially when it comes to vacancies and turnover. Offset the financial cost and time investment of needing to restore the property to its original condition by charging a repainting fee. Allowing your tenants to paint, charge a repainting fee, and hire a professional painter to take care of the job when your tenants move out. As long as your local and state laws allow this fee and your tenants agree to the terms beforehand, it can make everyone happy at the end of the day.

### **ALLOW TENANTS TO PICK FROM OPTIONS AT MOVE-IN:**

If you intend to repaint yourself or have the units repainted at turnover, consider offering your new tenants the option to choose the new paint color at move-in. This ensures that the painting job is one that you are happy with while also offering a bit more personalization to your tenant. Give your tenants full control by allowing them to peruse the local hardware store and select their favorite swatch or retain some input by providing swatches from a preselected list.

This can give your new renters a warm welcome while keeping the property looking professional and cohesive. It can also make coordination easy with painting professionals who may have specific brands and styles they exclusively utilize. Even if your selections offer a minimal range, tenants will likely appreciate the thought. Offering tenants the opportunity to pick between pure white, light gray, and a creamy oatmeal hue may be just what your tenants need to feel more invested in their rental experience.

#### **GIVE TENANTS A RENEWAL INCENTIVE:**

Keeping great tenants is crucial, and offering renewal incentives can sweeten the deal for a tenant who is considering moving to a new property. Landlords and managers can offer tenants the opportunity to personalize their space after the first year of tenancy. This can be done with varying levels of input from the management team and tenants themselves.

For example, you can:

- Give tenants the ability to paint after one year at the property
- Give the tenants permission to paint one accent wall
- Allow tenants to select a color that you or your team will paint
- Allow tenants to select a color for an accent wall
- Offer a range of pre-approved colors for your tenants to choose for the property or accent wall

This can be a fun way to get your current tenants excited about staying at your rental property. After all, while moving can be stressful, the idea of a fresh space can have its own appeal. Give your tenants that same feeling at lease renewal by offering a way to personalize and revitalize their space.

## The NEW Forms Manual is Here!



**A *must have* for any private landlord or property manager.**

Forms have been updated to reflect the changes to Oregon Landlord/Tenant Law. This is an instructional guide on how to use these forms. This invaluable guide will help you deal with tenancy issues the right way!

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Pick up your copy at E.L. Edwards 2707 Broadway Ave. in North Bend



## Form of the Month

### CO-SIGNER AGREEMENT

M4

Tenant(s): \_\_\_\_\_  
 Tenant(s): \_\_\_\_\_ et al (and all others)  
 Address: \_\_\_\_\_ Unit: \_\_\_\_\_  
 City: \_\_\_\_\_ OREGON Zip: \_\_\_\_\_

Owner/Agent: \_\_\_\_\_  
 Rental Agreement Dated: \_\_\_\_\_

The undersigned Co-Signer agrees unconditionally, absolutely, and continually to guarantee the performance by the Tenant(s) of all obligations under the Rental Agreement or any extensions or renewals, including, but not limited to, the timely payment of Rent, Fees, Utility or Service Charges, Damages to property, Late Fees, legal fees, and collection costs. The liability of Co-Signer is direct and unconditional and may be enforced without requiring Owner/Agent first to exercise, enforce, or exhaust any right or remedy against Tenant(s). Co-Signer waives presentment, demand, protest, and notice to which Co-Signer might be entitled.

Co-Signer agrees that any action regarding this Agreement may be brought in any state or federal court sitting in the county in which the property is located. Co-Signer agrees to personal jurisdiction in such court. Co-Signer agrees to pay all costs, attorney fees, and collection costs incurred by Owner/Agent in enforcing this Co-Signer Agreement.

If the obligations under a Rental Agreement are guaranteed by a Co-Signer, and the Co-Signer's guarantee becomes unenforceable for any reason, this shall be considered a material noncompliance with the Rental Agreement. Tenant(s) may then be responsible to find an alternate Co-Signer acceptable to the Owner/Agent, or pay an increased Security Deposit acceptable to Owner/Agent to cure the noncompliance.

Co-Signer contact information:

Name: \_\_\_\_\_

Home address: \_\_\_\_\_

Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

**This form must be signed, notarized and returned to Owner/Agent.**

Co-Signer \_\_\_\_\_ Date \_\_\_\_\_

Co-Signer Social Security Number \_\_\_\_\_

Notary Public \_\_\_\_\_

for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



081822205





# M4—Co-Signer Agreement



## What this form is for:

This form lets someone guarantee the financial obligations of your Tenant without becoming a Tenant. The most common Co-Signers are family members, usually parents of younger Tenants.

## When this form is used:

If you decide to require a Co-Signer because your Applicant doesn't fully qualify, have the Co-Signer sign this form. Generally, send this Agreement and the Rental Agreement copy along with a cover letter. The form asks for the Co-Signer's signature to be notarized.

## How the form is filled in:

1. Fill in the Tenant(s) name(s) and the Property Address. The Rental Agreement itself makes all Tenants liable for the actions of the others so there isn't much practical difference. There is though, when you let roommates come and go. Once you let this one go, the parent is let go as well. It is possible if you let others go, you invalidate the Co-Signer Agreement as well, so be careful
2. The name of the Owner/Agent.
3. The date of the Rental Agreement is the date next to the Tenant's signature on the Rental Agreement. If you're not yet certain, you could add "*on or about*" before writing in the date.
4. Fill in the Co-Signer contact information.
5. Co-Signer signs and dates in front of a Notary.
6. Notary's name, information and stamp.

## Older Editions:

- The most recent edition is "Rev. 12/21"
- Do not use older editions



(541) 435-1492

Need help? Call the Helpline!

FREE to all ROA members of the Southwestern Oregon Chapter.



RENTAL OWNERS  
ASSOCIATION OF  
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## NEED FORMS?





Oregon Rental Housing Forms are just a click away!

- 1 [www.oregonrentalhousing.com](http://www.oregonrentalhousing.com)
- 2 Click (top right): "Click to Get ORHA Forms Online"
- 3 Input your local association code in the field labeled "Enter Your Member ID" to receive ORHA forms 1/2 PRICE
- 4 Choose a form
- 5 Click on the form
- 6 Input your information
- 7 Click "Generate PDF"
- 8 Click "Check Out" – This will direct you to PayPal
- 9 Follow payment directions. Once complete, PayPal will return to the ORHA Forms page to "Print Link." This link will also be sent to your email address.

## What Is Considered Normal Wear and Tear?

*Continued from page 1*

### What is Normal Wear and Tear?

Wear and tear is defined as “damage or deterioration resulting from ordinary use; normal depreciation” according to Dictionary.com. In simpler terms, it’s the damage that happens from everyday use over time. Examples of this would include car tires that need to be replaced every few years or shirts that get worn out after years of laundry cycles.

So, why is this relevant to landlords? It’s because, by law, landlords cannot hold tenants responsible for damages from what is considered normal wear and tear. Landlords are not able to withhold part or all of a tenant’s security deposit to repair items in the unit that have simply worn down with time. To be classified as normal wear and tear, the damage should be correlated to normal, everyday use. To be classified beyond normal wear and tear, the damage must be caused by irresponsible actions by the tenants, whether intentional or unintentional.

### Normal Wear and Tear Examples vs Tenant Damages

Though this may seem like a simple enough concept, actually differentiating between normal wear and tear and tenant damages in real situations can be a bit trickier. The type of damage also informs how long a landlord has to fix something; you can learn more about that in our article here. In order to help you spot the difference, we’ve outlined several common examples.

- **Carpets:** Carpets naturally get worn, thin, and dirty as many people walk over them every day. If you notice that the carpets are looking ragged enough to be replaced, that would be your responsibility as a landlord to pay for the replacement. However, if you install brand new carpets and they’re completely stained and gross by the end of the tenancy, then you would have a good case for taking funds from the tenant’s security deposit to clean them.




- **Paint:** The same holds true with painted walls inside the unit. The paint will naturally chip over the years and may get discolored due to steam from cooking. It’s your job to maintain the unit in good condition, and re-painting every couple of years is usually a part of this. Paint could only be charged as tenant damages if there are significant scratches and chips due to deliberate damage.
- **Appliances:** Once again, appliances have a limited lifespan, and items like the fridge, dishwasher, and stove will likely need to be replaced after a number of years. If the stove stops lighting one day and can’t be fixed, you as the landlord will have to provide a new one in order to keep the unit in fit living condition. If the tenant moves out and all the shelves in the refrigerator are smashed, then you can safely assume this was tenant-inflicted damage and charge them to replace the appliance.

### Maintaining Wear and Tear Paperwork

If landlords do find themselves in the situation of needing to deduct from the security deposit to pay for tenant damages, they should be sure to specifically document each damage for the tenant to review. Ultimately, you need to ensure you are following all local laws in regard to a security deposit before you take any drastic measures. If a tenant has damaged your property and you need to retain some of their deposit, it is important that you create an itemized and detailed list demonstrating why you kept the amount you did.





Wear & Tear		VS	Tenant Damage	
<b>Walls &amp; Paint</b>				
Paint that is fading, peeling or cracking, nail holes, pin holes, or cracks in wall			Gaping holes in walls and plaster or paint owner did not approve	
<b>Wallpaper</b>				
Slightly torn or faded wallpaper			Seriously damaged or ruined wallpaper or wallpaper owner did not approve	
<b>Floors</b>				
Floors in need of a coat of varnish			Chipped or gouged flooring	
<b>Doors</b>				
Door sticking from humidity or house shifting			Doors ripped off hinges	
<b>Windows</b>				
Cracked window pane from faulty foundation or building settling			Broken, severely damaged, or missing windows	
<b>Carpet</b>				
Carpet faded or worn thin from walking			Holes, stains, or burns in carpet	
<b>Bathroom Tile</b>				
Loose grouting and bathroom tiles			Missing or cracked bathroom tiles	
<b>Sink, Tubs &amp; Toilets</b>				
Worn or scratched enamel in old bathtubs, sinks, or toilets			Chipped and broken enamel in bathtubs and sinks	
<b>Clogs</b>				
Partially clogged sinks caused by aging pipes			Clogged or damaged toilet from improper use	

This security deposit settlement form should start with the total amount you received from the tenant, with every deduction listed below along with the final balance owed to the tenant. Items on the list might include the following:

- Pet damages
- Major repairs
- Extra cleaning costs
- Painting
- Missing fixtures or appliances
- Damaged fixtures or appliances
- Unpaid rent

In order to make sure both the tenant and landlord are on the same page about damages owed that can't be attributed to normal wear and tear, landlords should always conduct a move-out inspection with the tenant. During the inspection, landlords can point out all the damages that will be deducted so the tenant is aware and has time to fix them if they can.

In order to really cover your bases, landlords should also be doing periodic inspections of the unit every 3-6 months. This way you can catch any critical repairs that the tenant may not be reporting, as well as document the overall condition of the unit to determine whether damages can be attributed to normal wear and tear or if they were caused by the tenant.

In addition to properly documenting damages and repairs, landlords should also do their best to prevent any excessive damage to their rental units by screening tenants for any red flags in their renting history. This can be done as part of the rental application process.

# Welcome New and Returning ROA Members!

Jamie Meyers, Crystal Miller, Jessica Randle,  
Neal & Janet Riley, Shari Shattuck & Marilyn Wright

## Your ROA Board of Directors

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**Position #5:** Michelle Cantrell  
michelle@orbpm.com (541) 808-9040

**Position #6:** Vacant

Ever wonder what goes on at ROA Board meetings? Have any suggestions to share? Interested in joining the board? Bring your thoughts and/or ideas. Or just listen in and see what we're all about.

The ROA Board of Directors meets every month. Meetings are always open to members. Contact us for more information.



**roa-swo.com**

## Contact us at:

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Coos Bay OR 97420

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## In Case You Missed It: Reasonable Accommodations & Eviction 101

April 20<sup>th</sup> & 25<sup>th</sup>, 2023



Reasonable Accommodations, Christian Bryant

If you missed the April 20th class with Christian Bryant, you missed a detailed coverage of reasonable accommodations and how to verify and process tenant requests.



Eviction 101 – Tia Politi

Yet another powerhouse class taught by Tia Politi, where she covered all that is evictions. Tia taught us how to properly issue tenant notices, when and why to issue a notice, along with the reasoning behind these tough decisions. A special thank you to Tia, for always being willing to educate our members in the most stimulating fashion!

## Code of Ethics

Excerpt from the Bylaws of the Rental Owners Association of Southwestern Oregon

The objectives of this Association shall be:

- A. To unite, for their mutual good, rental housing owners, managers and/or their agents in the Southwestern Oregon area.
- B. To strive to maintain those standards of the residential rental industry which are of a high ethical and up-to-date business level.
- C. To stimulate cooperation among rental owners to the end that the best possible service will be rendered to the owners and renters.
- D. To provide appropriate information and educational opportunities on state/federal laws, rules/regulations, policies/procedures and rental housing management.
- E. To cooperate with other organizations having similar goals.



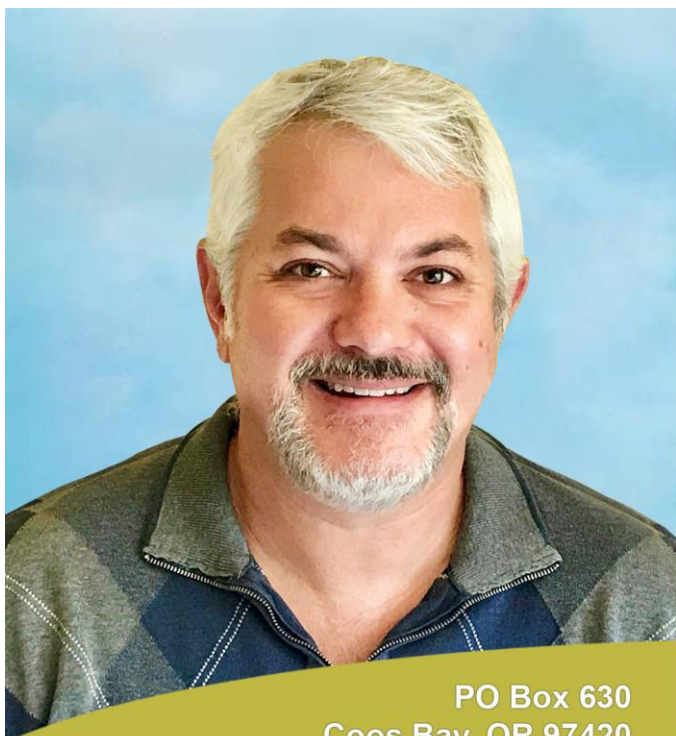




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## **Patrick M. Terry Attorney at Law**

**Representing Landlords on the  
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As a landlord of 11 rental units, Patrick understands the needs of his clients and is eager to help.

He specializes in:

- Landlord/Tenant Law   - Real Estate   - Collections  
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\*Free 1-hr consultation only covers landlord/tenant matters. All other matters are subject to hourly charge. Inquire for details.



ROA SWO's attorney on retainer.  
Current members receive a **FREE**  
1-hour consultation annually, plus  
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