

# 'Normal wear and tear' is allowed, but what is it?

**Question:** I just moved out of a studio apartment that I had been renting for the last year. Now the landlord says she is keeping \$1,000 of my security deposit to pay for refinishing the hardwood floors.

My furniture left some marks, but the landlord told me the floors were installed when the studio was built — about 50 years ago. I don't think I should be responsible for repairing floors that are so old. Do you?

**Answer:** The principles that apply to the disposition of security deposits in California are contained in California Civil Code Section 1950.5. Subsection (b) (2) of this statute says a tenant is responsible for damage to the rental property except for "normal wear and tear."

Your question invokes the wear-and-tear rule, but unfortunately, the statute does not provide any further definition of this rule.

There is an informal formula for calculating normal wear and tear that many housing-related agencies use. Under this formula, you would first determine the useful life of the damaged item. For example, typical carpeting used in rental properties has a useful life of five to seven years.

Then calculate how much of the useful life remains.

If a carpet with a five-year life was 2 years old when you moved in, and you lived there three years, the useful life would have expired by the time you vacated. You would not be responsible for replacing the carpet, regardless of its condition.

On the other hand, if the same five-year carpet was 2 years old when you moved in, you lived there for only one year and the carpet was destroyed at the time you vacated, you would be responsible for 40% of the cost. That's because the carpet should have been good for two more years — two-fifths, or 40%, of its useful life.

In cases involving the typical flooring found in rental units, the useful life would be far less than 50 years, meaning the wear-and-tear rule would absolve you of any liability for repairs to the floors.

However, if the quality and condition of these hardwood floors was exceptional when you moved in, you might be responsible for the repairs to return them to the same condition.

This type of dispute underlines the advice for both tenants and landlords to document the condition of a rental at both move-in and move-out, particularly where there are unusual features.

— MARTIN EICHNER,  
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