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Tel. Fax



## Move Out Instructions & Deposit Refund Requirements

Date:

Subject Property: , ,

Dear

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 through this letter.

You are hereby notified that you are required to schedule 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 proposed and potential repairs and cleaning costs that may be deducted from your security deposit.

You are expected to complete your moving and return all the keys and garage openers by 12:00 p.m. (Noon) on the day you have stated in your "Notice of Intent to Vacate" in order to avoid any scheduling problems or additional rent charges. Deposits will be refunded within 14 days after you move out, based on the final inspection, and will be forwarded to the address you provide us. To assist us in making refunds to you promptly, make sure you provide us with the correct forwarding address and we ask that you review the security deposit section of the "Residential Lease Agreement" you signed when you moved in. This will clarify the refund procedure and explain any additional charges which you may have incurred. For more information pertaining to cleaning your unit and an explanation of security deposit deductions, please read the remainder of this document.

If you have any questions, please contact your property manager.

Thank you,

***Paramount Property Services***

## **CLEANING INSTRUCTIONS**

### **KITCHEN:**

1. 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, re-plug the refrigerator and leave it running.
2. Clean cupboards, under sink, and baseboards.
3. Clean under burners, controls, rings, drip pans and stove top. Wipe down front and sides of range. Exhaust fan must be clean and grease free.
4. Clean oven--be sure to have all traces of oven cleaner wiped free.
5. Scour sinks and remove all stains. Disposal should be clean and in working order.
6. Sweep and mop kitchen floor.
7. Exterior faces of cupboards should be wiped down and grease free.
8. Dishwasher must be clean and in good working order.

### **LIVING ROOM:**

1. Carpets must be professionally cleaned.
2. Baseboards cleaned, and finger marks or other marks cleaned of switches and walls.
3. Windows must be washed, inside and out, sills dusted and cleaned with damp cloth and window runners and tracks clean.

### **BEDROOM:**

1. Same as living room.
2. Closets vacuumed and top shelf dusted.

### **BATHROOM:**

1. 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.
2. 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.)
3. Sink must be scoured and faucet polished. Wipe down counter top surrounding sink and wash mirror.
4. All cabinets and drawers must be dusted and wiped clean. The exterior of cabinets should also be dusted and cleaned.
5. Sweep and mop floor.

### **STORAGE AREAS, PATIOS, CARPORTS, and Garage:**

1. Patios must be clean and swept.
2. Storage area and Garage must be empty and swept.

### **ADDITIONAL ITEMS:**

1. Grass must be cut and raked and landscaping weed-free.
2. All trash must be picked up and removed from house and trash cans emptied.
3. Burned-out light bulbs must be replaced.
4. All draperies and blinds, present at move in, must be hung back in place.

### **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 invitees or guests." In other words, ordinary wear and tear is the natural and gradual deterioration of the apartment over time, which results a tenant's *normal* use of the property

### **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 or spills paint on it may be 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:

**1. 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 this extra damage was caused by the tenant's failure to inform the management of the problem.

**2. 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?

One court decision said a tenant had to pay for 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.

**3. 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's cleaning the light and the fixture 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 the 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 a property from a tenant who's 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 a property. 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 put up drapes).

### EXAMPLES OF WEAR AND TEAR VS. DAMAGES

<u>WEAR &amp; 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	