



# WEAR AND TEAR ADDENDUM

(NOT FOR CITY OF PORTLAND)



DATE \_\_\_\_\_ PROPERTY NAME / NUMBER \_\_\_\_\_

RESIDENT NAME(S) \_\_\_\_\_

UNIT NUMBER \_\_\_\_\_ STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Resident is liable for damages beyond normal wear and tear. Normal wear and tear assumes Resident has cleaned and maintained the Premises during the tenancy in compliance with the Rental Agreement. Resident acknowledges that there are no guidelines under applicable law as to what constitutes "normal wear and tear." The parties desire to establish some objective criteria for what constitutes "normal wear and tear" to be applied at move-out to avoid disagreements. Therefore, Resident and Owner/Agent agree that one or more of the following objective measures will be used to determine if damages beyond normal wear and tear have occurred.

**Following are examples of items which are never considered normal wear and tear:**

**Smoke damage of any type;**

**Resident painting with any color other than the original color;**

**Damage caused by pets or assistance animals.**

SAMPLE

## Cleaning:

Resident must regularly clean the Premises as part of Resident's normal obligations under the Rental Agreement. At move-out, Resident is obligated to clean the whole unit, including but not limited to, removing all dirt and debris, sweeping, mopping and/or vacuuming all floors, cleaning all counters, sinks and appliances, etc. and following other cleaning guidelines provided by Owner/Agent. If Owner/Agent must clean the unit after move-out, Resident will pay charges as provided below:

SAMPLE

☒ Cleaning in excess of SAMPLE hours for units containing 1000 or less square feet

Cleaning in excess of SAMPLE hours for units containing 1001-2000 square feet

Cleaning in excess of SAMPLE hours for units containing 2001 or more square feet

☒ Any charges exceeding \$ SAMPLE of cleaning

☒ Other: SAMPLE

SAMPLE

## Painting:

Resident agrees to wipe down all walls and remove all nails, screws, etc. Resident will be charged for necessary repairs to the walls. Residents will not be charged for Owner/Agent patching a reasonable number of small holes created by appropriately sized picture hanging devices (3d nail size or smaller). Residents will be charged for repairing holes created with larger nails/hanging devices, any holes beyond a reasonable number, or holes or damage from screws, bolts, adhesive or attaching items to walls, such as TV mounts or shelving. Resident should not attempt to patch holes in, or repair damage to, the walls as this often creates more damage. In addition, if Owner/Agent must paint the walls after move-out because of their condition:

SAMPLE

☒ Resident will be charged:

100% of costs if occupancy was SAMPLE months or less

75% of costs if occupancy was SAMPLE-SAMPLE months

50% of costs if occupancy was SAMPLE-SAMPLE months

25% of costs if occupancy was SAMPLE-SAMPLE months

☒ More than SAMPLE hours or \$ SAMPLE of painting

☒ Other: SAMPLE

### Carpet Cleaning:

As provided in your Rental Agreement, Owner/Agent may deduct the cost of carpet cleaning from the security deposit regardless of whether Resident cleans the carpet before delivering possession of the unit back to Owner/Agent as long as: a) the carpet was cleaned or replaced after the previous tenancy or the most recent significant use of the carpet and before Resident took possession and b) the carpet is cleaned after move-out using a machine specifically designed for cleaning or shampooing carpets.

SAMPLE

### Carpet Replacement (check all that apply):

- ☒ Carpet is new on move-in in the following areas: SAMPLE  
Useful life of the new carpet is at least SAMPLE years (SAMPLE months).
- ☒ Carpet is not new on move-in in the following areas: SAMPLE  
Remaining useful life of the carpet in the above areas on move-in if subjected to normal wear and tear is SAMPLE months out of a total new useful life of SAMPLE months.
- ☒ Not Applicable

Owner/Agent has determined that at move-in, the carpet in the unit has the remaining useful life listed above. In the event that some or all of the carpet must be replaced on move-out prior to the end of its projected useful life, replacement will be considered due to damages beyond normal wear and tear. Resident will be charged for the portion of the replacement costs equal to the percentage of the useful life that would have been remaining under normal wear and tear. Owner/Agent may be required to clean the carpet prior to determining that the carpet must be replaced. If so, Resident will be charged for the carpet cleaning in addition to the replacement costs.

SAMPLE

### Hard Surface Floors:

Resident acknowledges that damages to hard surfaced floors may require repair or replacement to larger areas than are actually damaged, up to and including the full floor, depending on the flooring material and ability to match surrounding areas. If there are damages to hard surfaced floors, Resident will be responsible for all costs to return the floor to its condition on move-in, normal wear and tear excepted.

- ☒ In addition to any conditions noted on the Move In & Out Inspection form, the following areas are new or in "like new" condition at move-in: SAMPLE
- ☒ Other: SAMPLE
- ☒ Not Applicable

This Addendum does not limit the types or amounts of other damage, loss, or unusual wear and tear for which Resident may be liable.

<u>SAMPLE</u> X RESIDENT	<u>SAMPLE</u> DATE	<u>SAMPLE</u> X RESIDENT	<u>SAMPLE</u> DATE
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<u>SAMPLE</u> X RESIDENT	<u>SAMPLE</u> DATE	<u>SAMPLE</u> X RESIDENT	<u>SAMPLE</u> DATE
		<u>SAMPLE</u> X OWNER/AGENT	<u>SAMPLE</u> DATE