

LANDLORD-TENANT NORMAL WEAR AND TEAR GUIDE

WARNING: Agents are strongly advised to stop and consult with an attorney before deducting damages from a tenant's security deposit if there is any question as to whether the alleged damage is normal wear and tear or not. This guide is only meant to provide general guidance and examples. It is not the law, and it cannot, and does not, supersede any statute in North Carolina's Tenant Security Deposit Act.

North Carolina General Statutes 42-51 and 42-52 provide the mandatory framework for handling a tenant's security deposit once the tenancy has ended. G.S. 42-51 lays out specific charges and fees that can be deducted, including "damage to the premises." G.S. 42-52 provides that the landlord must provide at least an interim accounting within 30 days, a final accounting within 60 days, or both, in order to have any right to deduct from the deposit any of the damages outlined in G.S. 42-51.

While G.S. 42-51 states that the deposit can be deducted for damages to the leased property, G.S. 42-52 states that "the landlord may not withhold as damages part of the security deposit for conditions that are due to *normal wear and tear* nor may the landlord retain an amount from the security deposit which exceeds his actual damages." This guide is provided to help landlords and tenants understand what "normal wear and tear" may mean when examining damage to the property after the tenancy has ended.

The term "normal wear and tear" is not specifically defined in North Carolina's general statutes. However, it can generally be understood as follows:

Normal wear and tear includes damage to the property that occurs without the tenant's being negligent, careless, or abusive toward the leased premises nor any of the equipment, furnishings, appliances, or other items therein. This standard of care applies to the tenant and any other member of the tenant's household or other people on the leased premises with the tenant's consent.

Some examples of this standard of care include, but are not limited to, the following. Note, these are only examples and this list is not complete or exhaustive.

Normal Wear and Tear:

Damage:

Minor marks on or nicks in wall	Holes in wall larger than nail size (picture hanger) or excessive nail holes
Faded, cracked or chipped paint	Crayon marks, writing on walls, unapproved paint color or excessive dirt requiring primer and paint to cover
Plaster cracks from settling	Holes in walls from doorknobs or carelessness
Loose wallpaper	Ripped, torn or marked up wallpaper
Carpeting/curtains slightly worn or faded by the sun	Torn, stained or burned carpeting/curtains
A rug worn thin by ordinary use	Stains and odors in rug caused by pets, spills or leaks
Minor scuffing on wood floor	Large gouges or scratches on wood floor
Vinyl flooring worn thin	Vinyl flooring with tears, holes or burn marks
Water-stained flooring by shower due to ordinary use	Tiles or grout near shower that cannot be made clean



Stains on old porcelain fixtures that have lost their protective coating	Grime-coated bathtub and/or toilet
Bathroom mirror beginning to "desilver" (black spots)	Mirrors broken, missing or caked with grime
Running or unstable toilet	Broken toilet seat or tank top
Worn gaskets on refrigerator	Broken, chipped or missing refrigerator shelves, trays, bins or bars
Worn countertop	Burns or cuts in countertop
Cabinet doors that will not close	Greasy, sticky or broken cabinets and interiors
Loose hinges or door handles	Damage to door or door frame from forced entry; missing/broken door handles or locks
Closet door off track	Damaged or missing closet door, doorknobs/handles
Slightly dusty blinds	Missing, broken or bent slats on blinds; torn or missing strings
Slightly dirty windows or screens	Broken windows or torn or missing screens
Slightly dusty light fixtures	Broken/missing fixtures/lightbulbs
Stovetops that have deteriorated or discolored due to age	Greasy, sticky stovetops
Dry Lawn	Lawn with pet urine spots, dead areas, and/or excessive weeds
Lawn or shrubs needing routine trim or cut	Lawn and shrubs overgrown and have not been landscaped at least semi-annually

Agent: _____

Date: _____

Tenant: _____

Date: _____

Tenant: _____

Date: _____

Tenant: _____

Date: _____

Tenant: _____

Date: _____

