MONTGOMERY COUNTY, MARYLAND
Department of Housing and Community Affairs

OFFICE OF LANDLORD-TENANT AFFAIRS
1401 Rockville Pike, 4th Floor
Rockville, MD 20852
PHONE: 240-777-0311; TDD: 711; FAX: 240-77
Olta.intake@montgomerycountymd.gov
Www.montgomerycountymd.gov/dhca-landlord-tenant

MONTGOMERY COUNTY, MARYLAND
Department of Housing and Community Affairs







WHAT IS ORDINARY WEAR AND TEAR?

OFFICE OF LANDLORD-TENANT AFFAIRS
1401 Rockville Pike, 4th Floor
Rockville, MD 20852
PHONE: 240-777-0311; TDD: 711; FAX: 240-77
Olta.intake@montgomerycountymd.gov
www.montgomerycountymd.gov/dhca-landlordtenant

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

Copies of this brochure or excerpts can be printed from our website at:

www.montgomerycountymd.gov/dhca-landlordtenant

DISCLAIMER

Please Note: Every reasonable effort has been made to assure the accuracy of the information in this handbook. However, if there are any inconsistencies between the handbook and applicable law or regulation, the law and/or regulation is controlling. The information contained in this handbook does not constitute legal advice. It is intended to serve only as general information.

© April 2025
Montgomery County, MD
Department of Housing and Community Affairs
Office of Landlord-Tenant Affairs

Department of Housing and Community Affairs

Montgomery County, MD

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

MONTGOMERY COUNTY, MARYLAND
Department of Housing and Community Affairs

We hope that this handbook is useful and helps you to better understand the proper handling and disposition of a security deposit. Should you have questions, Landlord-Tenant Investigators are available to assist you. Please do not hesitate to contact Montgomery County's Office of Landlord-Tenant Affairs at 240-777-0311 (311 within Montgomery County), via email at **olta.intake@montgomerycountymd.gov** or in person, Monday through Friday 8:30 am to 5:00 pm.

TABLE OF CONTENTS

INTRODUCTION

I. What is a security deposit? ……..1

II. Who is responsible for what?……..2

III. Helpful Tips ……..8

IV. What is the difference between ordinary wear and tear and damage?..... 9

V. Why is life expectancy of household appliances and fixtures important? 11

VI. How do you calculate tenant responsibility? ……..15

Notes ……..17

Move-In/Move-out Instructions ……..18

Inspection Report……..21

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

INTRODUCTION

The most common complaint received by the Montgomery County Office of Landlord-Tenant Affairs concerns deductions made by a landlord from a security deposit for damages in excess of ordinary wear and tear. This booklet provides landlords and tenants with guidelines and principles for fairly and accurately determining what constitutes ordinary wear and tear versus damage to rental property, and the life expectancy and depreciated value of the most common household fixtures, furnishings, and appliances.

This booklet also clarifies and provides information regarding what tenants and landlords can and cannot be held responsible for during and at the end of a tenancy. We hope that this will help to reduce misunderstanding.

The basic obligations and responsibilities for the maintenance and care of the rental property by landlords and tenants are contained in Chapter 29, *Landlord-Tenant Relations*, of the Montgomery County Code, as amended ("County Code"). The handling and disposition of security deposits is controlled by § 8-203, "Security Deposits," and § 8-203.1, "Security Deposit Receipt," of the Real Property Article, Annotated Code of Maryland, as amended ("Real Property Article").



COMMENTS _____

_____

_____

_____

_____

_____

_____

MOVE-IN

Tenant	Move-in Date	Landlord/Agent	Move-In Date
Tenant	Move-in Date	Landlord/Agent	Move-In Date
Tenant	Move-in Date	Landlord/Agent	Move-In Date
Tenant	Move-in Date	Landlord/Agent	Move-In Date

MOVE-OUT

Tenant	Move-Out Date	Landlord/Agent	Move-Out Date
Tenant	Move-Out Date	Landlord/Agent	Move-Out Date
Tenant	Move-Out Date	Landlord/Agent	Move-Out Date
Tenant	Move-Out Date	Landlord/Agent	Move-Out Date

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

EXTERIOR	S	U	Move-In Comments	S	U	Move-Out Comments
Sidewalk						
Driveway						
Steps/Railing						
Light fixtures						
Porch						
Gutters/ Downspouts						
Grass						
Trees/ Shrubbery						
Fence						
Garage						
Shed						
Window Wells						
Patio/Deck						
Sliding Glass Door						
Screen(s)						
Other						
WASHER						
DRYER						
SWITCHES						
OUTLETS						
DOORS						
LOCKS						

I. WHAT IS A SECURITY DEPOSIT?



Section 8-203 of the Real Property Article defines a security deposit as "*…any payment of money, including payment of the last month's rent in advance of the time it is due, given to a landlord by a tenant in order to protect the landlord against nonpayment of rent, damage due to breach of lease, or damage to the leased premises, common areas, major appliances, and furnishings."* Any money paid by the tenant to the landlord (with the exception of rent and/or fees) is part of the security deposit (this includes pet deposits) and is NOT considered "non-refundable" under any circumstances.

A common misconception is that the security deposit is a fund that landlords can access to restore the rental property to the same condition it was in at the beginning of the tenancy, or to make improvements to enhance the value of the property or to prepare it for sale. In reality, the landlord is not to profit from the security deposit. Rather, the security deposit is to protect the landlord from financial loss at the end of the tenancy due to non-payment of rent, damage due to breach of lease, or damage to the rental property *in excess of ordinary wear and tear.*

Ordinary wear and tear is *deterioration that occurs without negligence, carelessness or abuse of the premises, equipment, furnishings, or appliances by the tenant, a member of the household, or other people on the premises with the tenant's consent.*

It is important to remember that a security deposit is, at all times, the tenant's money, held in trust by the landlord.

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

WHO IS RESPONSIBLE FOR WHAT?

Before A Tenant Moves In



The Montgomery County Code requires a landlord to "deliver the leased premises and all common areas in a clean, habitable and sanitary condition, free of rodents and vermin, and in complete compliance with all applicable laws." In other words, the rental unit must be ready for the new tenant at the beginning of the tenancy and the landlord is to have completed all required maintenance, painting and cleaning.

The Real Property Article provides that a new tenant has "the right to have the dwelling unit inspected by the landlord in the tenant's presence for the purpose of making a written list of damages that exist at the commencement of the tenancy if the tenant so requests by certified mail within 15 days of the tenant's occupancy."

Landlords and tenants are encouraged to inspect the property at the beginning and end of a tenancy in order to document the condition of the premises. We recommend using the sample Inspection Report located at the end of this booklet when conducting inspections. Use of this checklist will facilitate comparison of the condition of the rental property at the beginning and end of tenancy.

During the Tenancy

The basic obligations and responsibilities regarding maintenance and upkeep of the rental property are contained in the County Code and provide that:

Tenants must:

* Keep the part of the rental property that they occupy and use clean, sanitary, and safe;
* A tenant of a single-family rental property must cut any grass and weeds periodically and must not allow grass and weeds to grow more than 12 inches high;

BEDROOM 1	S	U	Move-In Comments	S	U	Move-Out Comments
Carpeting/Floor						
Wall(s)						
Closet(s)						
Window(s)						
Blinds/Shades						
Screen(s)						
Other						
BEDROOM 2						
Carpeting/Floor						
Wall(s)						
Closet(s)						
Window(s)						
Blinds/Shades						
Screen(s)						
Other						
BEDROOM 3						
Carpeting/Floor						
Wall(s)						
Closet(s)						
Window(s)						
Blinds/Shades						
Screen(s)						
Other						
BASEMENT						
Carpeting/Floor						
Wall(s)						
Closet(s)						
Window(s)						
Blinds/Shades						
Screen(s)						
Steps/Railing						
Sump Pump						
Other						

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

BATHROOM 1	S	U	Move-In Comments	S	U	Move-Out Comments
Sink and Vanity						
Bathtub/ Shower						
Commode						
Exhaust Fan						
Walls						
Floor						
Window(s)						
Screen(s)						
Other						
Wall(s						
BATHROOM 2						
Sink and Vanity						
Bathtub/Shower						
Commode						
Exhaust Fan						
Floor						
Window(s)						
Other						
BATHROOM 3						
Sink and Vanity						
Bathtub/Shower						
Commode						
Exhaust Fan						
Floor						
Window(s)						
Screen(s)						
Other						

* Remove all rubbish, garbage, and other organic or flammable waste in a clean and sanitary manner from the **rental property;**
* ◊ A tenant of a single-family rental property may be required to provide and maintain appropriate receptacles to remove ashes (if they use the fireplace), rubbish, and garbage;
* Keep all plumbing fixtures as clean and sanitary;
* Notify the landlord immediately of any problems or damages that occur during the tenancy;
* Properly use and operate all electrical and plumbing fixtures;
* Not allow their guests to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or rental property or the facilities, equipment, or appurtenances; and
* Comply with all covenants, rules, and requirements that are brought to their attention, that they consent to in writing, and that are reasonably necessary to preserve the property of the landlord, other tenants, or any other person.

Landlords must:

* Reasonably provide for the maintenance of the health, safety, and welfare of all tenants and all individuals properly on the premises of the rental property;
* Comply with applicable provisions of federal, state, and county law or regulation regarding the maintenance, construction, use, and appearance of the rental property and common areas;
* Keep all areas of the building, grounds, facilities, and appurtenances in a clean, sanitary, and safe condition;
* Make all repairs and arrangements necessary to keep the rental property in as good a condition as it was, or should by law or agreement have been, when the tenancy began.
    ◊ A lease for a single-family rental property may require a tenant to pay up to $250 per year (a maximum of $50 for each maintenance occurrence) towards the actual costs of maintaining the rental property. The tenant may <u>not</u> be held responsible for replacement of or repairs to structural elements of the building, major appliances, or electrical, plumbing, heating, or air conditioning systems, unless the replacement or repair of these items is required because of the negligence or abuse of the tenant or guests;

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

Maintain all electrical, plumbing, and other facilities and conveniences supplied by them in good working order;

* Provide and maintain receptacles to remove trash and pay for its frequent removal.
  - ◊ A lease for a single-family rental property may require a tenant to provide and maintain their own receptacles, and to pay for trash collection service **if** it is not located in a County collection district and is provided directly by a private trash hauler; and
* Supply water, hot water and heat as required by the tenant and the law (heat must be at least 68°);
  - ◊ In a rental property located in a common ownership community (homeowner, condominium or cooperative association)**,** the landlord must provide water, hot water and adequate heat to the extent that the landlord is responsible for providing these services.
  - ◊ A lease for a rental property may require a tenant to pay for gas, heating oil, electricity, water, or sewer service that the tenant uses.

Preparing for the Move-Out

Tenants are expected to leave the rental property in good, clean condition, ordinary wear and tear accepted. Here are some suggestions to help tenants return the rental property to the landlord in proper condition:

* Remove surface dirt (grease, grime, and dust);
* Pay particular attention to cleaning kitchen appliances and bathrooms;
* Remove all items from cabinets and closets;
* Remove all personal items from the rental property;
* Sweep and vacuum;
* Replace all burned-out light bulbs and smoke detector batteries;
* Do not spackle walls to fill nail or screw holes or paint walls or trim.

Landlords and tenants are encouraged to review the Move-In/Move-Out instructions at the end of this booklet for more suggestions.

INSPECTION REPORT

Address _____

Move-In Inspection Date __/__/__ Move-Out Inspection Date __/__/__

KITCHEN	S	U	Move-In Comments	S	U	Move-Out Comments
Refrigerator						
Stove						
Exhaust Fan						
Sink						
Countertop(s)						
Dishwasher						
Disposal						
Cabinets						
Walls						
Floor						
Window(s)						
Screen(s)						
Other						
LIVING ROOM						
Carpeting/Floor						
Wall(s)						
Window(s)						
Blinds/Shades						
Screen(s)						
Other						
DINING ROOM						
Carpeting/Floor						
Wall(s)						
Window(s)						
Blinds/Shades						
Screen(s)						
Other						

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

7. Carpets

The condition of the carpets should be carefully noted when a tenant moves into the property. Some leases require that the carpets be professionally cleaned when the tenant vacates. Please refer to your lease. If the tenant fails to do so, the landlord can have the carpets professionally cleaned and deduct the amount paid from the security deposit.

8. Move-Out Condition

The tenant is required to leave the property in clean condition; particular attention should be paid to kitchen appliances and bathrooms, and all burned-out light bulbs should be replaced. The tenant should not spackle walls to fill nail or screw holes or paint walls or trim. The tenant should arrange for the removal of all trash from the property. In areas where Montgomery County provides trash removal,

Montgomery County Solid Waste Services can be called at 240-777-0311 for special trash pick-up.

9. Refrigerator

The refrigerator should be left "on", but the setting may be turned to low/energy saver.

10. *Keys*

Keys, garage door openers, etc. given to the tenant at move-in are to be noted on the inspection sheet.

All keys, including mailbox, storage, and laundry room keys, as well as garage door openers and all parking and pool passes are to be returned at the termination of tenancy.

End of Tenancy Inspection

We encourage landlords and tenants to inspect the premises at the end of the tenancy, in order to document its condition and compare it to the conditions noted in the inspection checklist from the beginning of the tenancy.

The Real Property Article provides that a tenant has the right to be present when the landlord inspects the rental property at the end of the tenancy:

* If the tenant wants to be present at the final walkthrough inspection, the tenant must send the landlord a written request to be present. The request *MUST:*

  ◊ Be in writing;
  ◊ Be sent by certified mail;
  ◊ Be mailed at least 15 days prior to the date of moving; and
  ◊ Include the date of moving, and the tenant's new address.

* When the landlord receives a request by certified mail for a final walkthrough inspection, the landlord must respond and notify the tenant of the time and date when the premises are to be inspected. The notice ***MUST*:**

  ◊ Be in writing;
  ◊ Be sent by certified mail; and
  ◊ Include the date of the walkthrough inspection, which must occur within 5 days before or 5 days after the date of moving as designated in the tenant's notice.

* After the tenant has properly requested to be present, failure by the landlord to comply with these requirements, forfeits the right of the landlord to withhold any part of the security deposit for damages.

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

Return of the Security Deposit.

The Real Property Article outlines the procedures a landlord must follow in handling and refunding the security deposit:

* If there is no past due rent, no damage (financial loss) due to breach of lease and no damage in excess of ordinary wear and tear caused by the tenant, their guest or assigns, the landlord must return the security deposit to the tenant, at their last known address, within 45 days after the termination of tenancy.
* The landlord must also return the interest accrued on the security deposit as outlined below.
* Beginning July 1, 1972, State law requires that security deposits be returned with simple interest that accrues at six-month intervals, from the date the deposit is received, through the termination of tenancy. Interest required is calculated as follows:

July 1, 1972 – June 30, 1980	3% per year
July 1, 1980 – September 30, 2004	4% per year
October 1, 2004 - December 31, 2014	3% per year

* Effective January 1, 2015, the interest due on security deposits was reduced from 3% simple interest per year to *the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5%, whichever is greater.* The security deposit will accrue interest in six month intervals. For any year in which the landlord has held the security deposit for less than the full year, the landlord shall pay an amount of interest calculated by:

    1. Multiplying the amount of the deposit by the daily U.S. Treasury yield curve rate for 1 year that was in effect as of the first business day of that calendar year, or 1.5%, whichever is greater; and
    2. Multiplying the result obtained under item 1 of this sub-par graph by a fraction, the numerator of which is the number of months that the deposit was held that year and the denominator of which is 12.

Electric	Water	Gas
PEPCO: 202-833- 7500	WSSC: 301-206- 4001	Washington Gas: 703-750-1000 or 844-927-4427 Potomac Edison 800-686-0011 Baltimore Gas & Electric: 800-685-0123

3. Thermostat Settings

It is recommended that during spring/summer season (May - September), the thermostat should be set on "cool/auto" at 80 degrees. During the heating season (October - April), the thermostat should be set on "heat/ auto" at 65 degrees. All electrical circuit breakers should be left "on."

4. Water Bill

If the tenant is responsible for paying the water bill, they must contact WSSC with both the indoor and outdoor meter readings as of the date they move out and request a final bill. WSSC figures the amount due within three working days. If the tenant does not pay the final bill, the amount owed will be deducted from their security deposit.

5. Oil Heat

It is necessary to refer to the lease agreement for the terms of replacement of oil used. If, at the commencement of the tenancy, the tank was full, the tenant may be required to refill it. The lease normally requires that the tenant is responsible for filling the oil tank before they vacate the property. A copy of the paid receipt should be given to the landlord.

6. Fireplace

The tenant is responsible for cleaning the fireplace when vacating the property.

TENANT MOVE IN/MOVE OUT INSTRUCTIONS

1. Inspection.

An inspection should be performed with both landlord and tenant present when the tenant moves in to review any problems or deficiencies at the property at the commencement of the tenancy. This will help eliminate problems at the end of the tenancy regarding what conditions were in existence at the commencement of the tenancy.

A move-out inspection will be performed by the landlord. The tenant has the right to be present at the time of inspection to determine whether any damage has been done to the property. The tenant needs to notify the Landlord by certified mail fifteen (15) days prior to the tenant's date of moving if they want to be present for this inspection. The notice must contain the tenant's intention to move, date of moving, and new address. Upon receipt of this notice, the landlord/agent must notify the tenant in writing by certified mail of the time and date when the property will be inspected. The inspection date must occur within five days before or five days after the date of moving as designated in the tenant's notice.

The property must be left vacant and clean. If the tenant is responsible for payment of the final water bill as well as of any other utilities, and they are not paid, payment will be deducted from the security deposit.

2. Utilities

If the tenant is responsible for paying utilities, they must request that a final bill be sent to their new address, including the final water bill. Make sure the utilities are transferred to the landlord's name, if allowed by the utility company. The landlord should make sure that all utilities are transferred to the new tenant/owner. Service should not be turned off. If that happens, the tenant may be held responsible for any charges against the account, including disconnect/reconnect fees. The telephone numbers for the major local utilities are:

* The Department of Housing and Community Development (DHCD) for the State of Maryland shall maintain on its Web site:

  1. first business day of each year, to be used in calculate ing the interest on a security deposit, and

  2. A customized calculator that calculates the interest due on a security deposit by allowing a user to enter a tenancy start date, a tenancy end date, and the amount of the security deposit.

* When calculating the interest on a security deposit, a landlord is entitled to rely on the list of yield curve rates or the customized calculator maintained by DHCD under Section 8-203, subsection (k) of the Real Property Article, Annotated Code of Maryland, as amended. The calculator can be found at: ***http://dhcd.maryland.gov/Pages/RSDCalculator/Default.aspx***

If you have more questions, please call the Office of Landlord-Tenant Affairs at 311 (within the County or 240-777-0311 outside the County) if or send us an email at: ***olta.intake@montgomerycountymd.gov***.

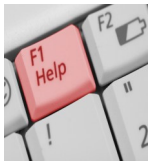
Withholding the Security Deposit

* A landlord may withhold all or part of the security deposit for unpaid rent, actual cost incurred to repair damage caused by the tenant in excess of ordinary wear and tear, or other actual costs incurred by the landlord if the tenant has breached the lease (including non-payment of utilities that the tenant is obligated to pay).

* If the landlord withholds any portion of the security deposit for damages, the landlord must send the tenant within 45 days from the end of the tenancy, an itemized list of the actual costs incurred to repair that damage. This itemized list must be sent by *first class* mail to the last known address of the tenant. If the tenant does not provide a forwarding address, the address of the rental property is to be used.

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

III. Helpful Tips



* It is always a good idea to inspect the rental property before signing a lease to make certain it is ready for occupancy. If the rental property is not inspected before moving in, then we recommend that a tenant request an inspection (by certified mail) with the landlord within 15 days of taking possession.

* Upon taking possession of the rental property, it is also a good idea to take photographs of those areas that might be disputed later (stains in the rug, scratches in wood floors, inoperable appliances, etc.). We highly recommend that you use a camera that records the date and time.

* Tenants need to notify the landlord immediately, *IN WRITING*, of any problems or damages that occur during the tenancy.

* Landlords should conduct periodic inspections of the rental property (giving at least 24 hours' notice), especially during long-term tenancies.

* Good communication may help the parties prevent escalating damages and costs.

* At the move-out inspection, or any inspection, the landlord and the tenant should note, *IN WRITING*, the condition of the rental property. A sample inspection form is contained in this booklet.

* It is important to comply with timeframe requirements in handling the security deposit. A technical violation of law could result in the forfeiture of the landlord's right to withhold any part of the security deposit.

NOTES



DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

Below are several examples for determining tenant responsibility:

BASIC INFORMATION	CALCULATIONS	TENANT RESPONSIBILITY
Cost of new dishwasher: $400 Life Expectancy of dish-washer: 10 years Age of dishwasher at end of tenancy: 4 years	Remaining Life = 6 years (10 years minus 4 years) Remaining Value = 60% (6 years divided by 10 years)	Tenant Responsibility ($400 times .60%) **= $240**
Cost of new washing machine: $750 Life Expectancy of washing machine: 15 years Age of washing machine at end of tenancy: 4 years	Remaining Life = 11 years (15 years minus 4 years) Remaining Value = 73% (11 years divided by 15 years)	Tenant Responsibility ($750 times .73%) **= $547.50**
Cost of new carpeting: $1000 Life Expectancy of carpeting: 7 years Age of carpeting at end of tenancy: 7 years	Remaining Life= 0 years (**7** years minus 7 years) Remaining Value = 0% (0 years divided by **7** years)	Tenant Responsibility ($1000 x 0%) **= $0**

IV. What differentiates ordinary wear and tear from damage beyond ordinary wear and tear?

A landlord may withhold the security deposit to cover the actual cost of damages beyond ordinary wear and tear. However, the landlord is not automatically entitled to be reimbursed for all deterioration that occurs during a tenancy. Therefore, it is important to understand what constitutes ordinary wear and tear.

"Ordinary wear and tear" to one person may be viewed as "abuse" or "damage" to another. In the absence of a definition of ordinary wear and tear in the Real Property Article or County Code, the Landlord-Tenant Commission offers the following:

> **Ordinary wear and tear is defined as:** *deterioration that occurs without negligence, carelessness or abuse of the premises, equipment, furnishings or appliances by the tenant, a member of their household or other people on the premises with the tenant(s)' consent.*

The following chart provides some guidelines for distinguishing normal wear and tear from damage:

Ordinary 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 more than one coat of 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

Ordinary Wear and Tear:	Damage:
Vinyl flooring worn thin	Vinyl flooring with tears, holes, or burn marks
Water-stained vinyl flooring by shower due to ordinary use	Tiles or grout 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 "de-silver" (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

VI. How do you calculate tenant responsibility?



Age and Depreciation

Household fixtures and appliances depreciate (decrease in value) at different rates depending on their life expectancy. s a practical matter, “straight-line depreciation” is the preferred method for calculating depreciation. Through this method, the useful life of a household fixture or appliance is reduced evenly over the expected life of the fixture or appliance. For example, if a new toilet costs $200, and the life expectancy of a toilet is 20 years, the new toilet depreciates at a rate of $10 each year ($200÷20=$10).

Calculating the tenant’s portion of the replacement cost of a household fixture or appliance

After determining that an item requires replacement due to tenant abuse or neglect, to calculate the tenant’s responsibility, a landlord must first know:

* The actual cost to replace the fixture or appliance
* The life expectancy of the fixture or appliance
* The current age of the fixture or appliance
* The remaining life (life expectancy minus current age)
* The remaining percentage value (remaining life divided by life
* expectancy)

Remember, depreciated values are based on the replacement cost of an item, *NOT* the original cost.

Item:	Average Life Expectancy of Item in Rental Unit (in years):
Exterior Doors: Steel Wood	100+ 100+
Screen Door- Vinyl or Sliding glass	20
Exterior Paint	7
Sidewalk (concrete)	24
Driveway (asphalt)	8
Exterior Light Fixtures	20
Interior Fixtures	40
Gutters	25
Downspouts	25
Fence: Wood Chain link Vinyl	20 30 100+
Garage Door	35
Patio (brick or concrete)	24
Deck (wood)	15
Ceiling Fan	7

V. Why is life expectancy of household appliances and fixtures important?



When a landlord must repair or replace household appliances and fixtures for damage beyond ordinary wear and tear at the end of a tenancy, the landlord cannot automatically charge the entire cost to the tenant. When determining how much to assess against the tenant's security deposit, the landlord must take into account the life expectancy and age of the item. When a household fixture or appliance needs replacing due to tenant abuse or neglect, the remaining "useful life" of the item must be determined before a landlord can assess a portion of the replacement cost against the tenant's security deposit.

Life Expectancy

The following chart provides general guidelines on the life expectancy of a variety of common household appliances and fixtures. The actual useful life of specific items (e.g. "high end" appliances) may be longer or shorter than those reflected on this chart. However, the landlord must be able to justify any charge that is made.

Item:	Average Life Expectancy of Item in Rental Unit (in years):
Refrigerator	15
Stand-alone Freezer	15
Cooktop: Electric Gas Induction	13 15 10
Oven	16
Range: Gas Electric	16 14
Range hood	11
Microwave Oven	11
Disposal	10

Item:	Average Life Expectancy of Item in Rental Unit (in years):
Trash Compactor	6
Dishwasher	10
Kitchen Sink	13
Kitchen Countertops: Granite, Quartz, Wood Marble Laminate	100 20 15
Kitchen Cabinets	20
Faucets	15
Bathroom Sink and Vanity	20
Tub Re-glazing	12
Exhaust Fan	10
Medicine Cabinet	16
Bathtub and/or Shower	20
Toilet	20
Towel Bar	5
Clothes Washer	13
Clothes Dryer	14
Heat Pump	15
Hot Water Heater: Gas Electric	10 12
Boiler: Gas Electric	25 25

Item:	Average Life Expectancy of Item in Rental Unit (in years):
Furnace: Gas Electric Oil	18 15 20
Air Conditioning: Room Central	10 15
Dehumidifier	10
Humidifier	8
Smoke Detector	11
Garage Door Opener	10
Carpeting	7
Flooring: Vinyl Sheet or Tile Marble, Ceramic, Porcelain Pine/ or Oak	15 100+ 100+
Wallpaper	7
Interior Painting (the application of 1 coat of primer and 1 coat of paint OR 2 coats of paint if no primer is used, is considered ordinary wear and tear)	5
Windows	30
Window Screens	30
Venetian Blinds	10
Shades	6
Curtain Rods	8
Closet Doors (folding)	20
Interior Doors: Solid Wood Hollow core	50 25

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311

DHCA 1401 Rockville Pike, 4th Floor, Rockville, MD 20852 240-777-0311