



What is “Normal Wear and Tear”?



Note: This guide is intended to provide general legal advice. If you need specific legal advice regarding your situation, please contact Idaho Legal Aid Services, Inc.'s Housing Advice Line at: (208) 746-7541.

What is “Normal Wear and Tear”?

A landlord cannot keep any portion of your security deposit to cover “normal wear and tear” to the rental unit. However, a landlord can keep a portion of your security deposit for damages that are more than “normal wear and tear” or for excessive filth. Idaho Code Section 6-321.

Idaho law defines “normal wear and tear” as “that deterioration which occurs based upon the use for 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 their invitees or guests.” Idaho Code Section 6-321.

Idaho cases have also stated that “normal wear and tear” includes “any usual deterioration from the use of the premises and by lapse of time.” *Miller v. Belknap*, 75 Idaho 46, 53, 266 P.2d 662, 666 (1954).

In other words, **“normal wear and tear” is minor damage to a rental unit that would occur from everyday use of the rental unit over time.** Any damage to a rental unit that would be more than a usual amount would not be “normal wear and tear.”

What Are Some Examples of “Normal Wear and Tear”?

The Idaho Office of the Attorney General created the following table to show examples of “normal wear and tear” by a tenant (which is the landlord’s responsibility to pay for) versus damage or excessive filth to a rental unit by a tenant (which is the tenant’s responsibility to pay for).

Ordinary Wear & Tear (Landlord’s Responsibility)	Damage & Excessive Filth (Tenant’s Responsibility)
Faded curtains, carpet, & paint	Cigarette burns in curtains & carpet
Water-stained linoleum by shower	Broken tiles & torn linoleum
Minor marks on or nicks in wall	Excessive wall damage
Moderate dirt or spotting on carpet	Pet damage to carpets & curtains
Moderately dirty blinds or curtains	Missing or broken blinds
Warped cabinet doors	Sticky cabinets & water damaged interiors
Minor marks on or nicks in floors	Water stains on wood floors
Worn out thermostat on dryer	Broken dryer or washer
Mineral deposits in the toilets	Plugged toilets & other plumbing
Stains on old porcelain fixtures	Grime-coated bathtub & toilet
Black spots on mirrors (de-silver)	Mirrors with makeup or hairspray

Examples of “Normal Wear and Tear” Continued

Normal Wear and Tear may also include the following:

- Paint that is fading, peeling, cracking or slightly worn or faded wallpaper
- Nail holes, pin holes, or small cracks in the wall
- Hardwood floors that are faded or may need a coat of varnish
- Carpet that is faded or worn thin from walking on it
- Door sticking due to humidity or house shifting/settling
- Loose grouting or bathroom tiles
- Worn or scratched enamel in old bathtubs, showers, toilets, or sinks

What Are Some Examples of Damage or Excessive Filth Beyond “Normal Wear and Tear”?

What Are Other Examples of Damage or Excessive Filth Beyond “Normal Wear and Tear”?

Other examples of damage to the rental unit or excessive filth that would be more than “normal wear and tear” may include the following:

- Gaping holes in walls or plaster
- Painting walls a color not approved by landlord
- Seriously damaged or ruined wallpaper or installing wallpaper landlord did not approve
- Chipped or gouged flooring
- Doors ripped off hinges
- Broken, severely damaged, or missing windows
- Holes, stains, or burns in carpet
- Missing or cracked bathroom tiles
- Chipped or broken enamel in bathtubs, showers, toilets, or sinks
- Clogged or damaged toilet from improper use
- Pet excrement on floors or walls
- Pest infestation, such as rodents, due to tenant’s failure to keep rental unit clean and free of garbage and waste

What About Older Items in the Rental Unit That Need to Be Replaced?

Your landlord may be able to seek damages for a normal amount of depreciation in value of items in the rental unit, such as carpet, paint, or appliances, during your tenancy.

However, for older items that have reached the end of their life or usefulness (have naturally depreciated in value or effectiveness over time), such as an old carpet or older appliances, the tenant isn't responsible for paying for replacements of old items in the rental unit just because they reached the end of their natural usefulness/life during that tenant’s rental period.

Other examples of older items that may have reached the end of their natural life or usefulness during a tenancy are: lightbulbs; battery in a smoke detector; stove drip pans; and, any older appliances, such as a refrigerator, washer, dryer, stove, dishwasher, microwave, etc.

Practical Legal Tips

- Document the “wear and tear” of your apartment by taking photos of your empty rental unit when you move in and then taking photos your empty rental unit when you move out.
 - If your camera allows you to put a date on your photos, add the date to your photos.
- Always fill out your Move-in Inspection Checklist or Form (if you are given one) accurately and thoroughly to note damage to the rental unit or needed repairs when you moved in.
- Try to do a walk-through of the rental unit with your landlord or property management when you move out.
- To get your security deposit back, leave a forwarding address with your landlord when you move out.

Attorney Services

You may represent yourself or hire an attorney to help you with this housing matter.

If you need help finding an attorney to help with the return of your security deposit or to defend against a damages case related to your rental unit, contact the following organizations:

- [Idaho Legal Aid Services, Inc.](#)
- [Idaho Volunteer Lawyers Program](#)
- [Idaho State Bar Association Attorney Referral Service](#)