Dear Tenant(s):

We are sorry to see that your stay with us will be ending after your lease is up. In order to accomplish a smooth transition as much as possible please read through this letter. As a reminder Security Deposit per Nevada Status cannot be used toward your last month rent. It shall be paid as normal.

You are expected to complete your moving and return the keys by 4:30 P.M. on the day you stated in your move-out notice. If you hold on to the property beyond the scheduled move-out date, you will have to pay the following month rent. To assist us in making refunds to you promptly, we ask that you review the security deposit section of the "Residential Lease Agreement{" you signed . This will clarify the refund procedure and explain any additional charges which you may incur. As a reminder the home is to be professional cleaned both home and floors.

If you have any questions, please do not hesitate to contact the property manager.

**CLEANING INSTRUCTIONS**

**KITCHEN:**

* Clean refrigerator, shelves, and freezer. Unplug and pull refrigerator out away from the wall with doors open. Clean underneath and behind refrigerator. After cleaning, plug the refrigerator in and leave it running with doors closed.
* Clean cupboards, under sink, and baseboards.
* Clean under stove-top burners, controls, rings, and drip pans. Wipe down front and sides of range. Clean exhaust fan of grease.
* Clean oven and remove all traces of oven cleaner. DO NOT use cleaner on a self-cleaning range.
* Scour sinks and remove all stains. Disposal should be clean, empty, and in working order.
* Sweep and mop kitchen floor.
* Exterior faces of cupboards should be wiped down and grease free.
* Dishwasher must be clean and in good working order.

**LIVING ROOM:**

* Carpets must be commercially cleaned- Check with manager for the best way to handle this.
* Baseboards cleaned, and finger marks or other marks cleaned of switches and walls.
* Windows must be washed, screens cleaned, window sills dusted and cleaned with damp cloth. Vacuum or wipe out the tracks for windows and sliding glass door.

**BEDROOM:**

* Same as living room.
* Closets vacuumed and top shelf dusted.

**BATHROOM:**

* Toilet bowl must be scoured and cleaned with disinfectant. The outside of the bowl, including the seat, rim, tank, and base must be clean and disinfected.
* Bath tub must be scoured to remove any rings. Sides of the tub enclosure must be clean and free of any soup build-up.
* Sink must be scoured and faucets polished. Wipe down counter top surrounding sink and wash mirror.
* All cabinets and drawers must be dusted and wiped clean. The exterior of cabinets should also be dusted and cleaned.

**STORAGE AREAS, PATIOS, CARPORTS:**

* Patios must be clean and swept.
* Storage area must be empty and swept.

**LANDSCAPING:**

* Lawn must be bushes trimmed and weeded
* Clean up all pet/animal feces, trash, etc.

**GENERAL:**

* Wipe down light fixtures and ceiling fans.
* Replace all burned out light bulbs
* Vacuum carpets
* Sweep and mop floors
* Sweep out garage. Sweep off outdoor patio, decks, or balconies

**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 tenants or members of his household, or their invitees or guest." .

In other words, ordinary wear and tear is the natural and gradual deterioration of the property over time. Which results from a tenants *normal* use of the property. For example, it is normal for carpeting or paint to wear out in normal course of living. Carpets become threadbare, and paint peels and cracks. Even the most responsible tenant can't prevent the aging process. Also, a court won't hold a tenant responsible for damage arising from *using* the property in a normal way.

**WHAT'S NOT ORDINARY WEAR AND TEAR?**

A Landlord can make a tenant pay for damages if the tenant helped the ageing process along or didn't use the property normal way. A carpet worn from people walking on it is something you have to expect. A tenant who cuts a hold in the carpet. spills paint, burns, or leaves heavy traffic patterns from dirty work boots may be held responsible for the damage.

How can you tell what is and isn't ordinary wear and tear? There are three basic types of damage caused by a tenant that aren't considered ordinary wear and tear. They are:

* **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 reasonable should have done to prevent damage, that is negligence. in a 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 property. Even the reasonable wear and tear exceptions should insulate the tenants from responsibility. If tenant fails to inform management when something goes wrong on the property that might later result in worse damage.
* **Abuse/Misuse.** If the tenant knowingly or deliberately mistreats the property, or uses is for the wrong purpous the damage the tenant causes isn't ordinary wear and tear - it is abuse or misuse.
* **Accident**. Sometimes damages occurs by mistake. The tenants 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 is cleaning the light fixture and it falls and breaks. Even though the tenant didn't purposely damage the property, the management will be able to withhold the cost of repair from your security deposit

**OTHER FACTORS**

In evaluating whether property 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 evaluation whether its ordinary wear and tear or not.
* **Length or residence**. Certain things wear out over time, but over how long? The ordinary wear and tear on a property from a tenant who lived there only a short time should be minimal compared to a tenant who lived there for a long time.
* **Character and construction of building.** An older building may be expected to undergo greater and more rapid deterioration then a newer build. For example and older home the windowsills may dry out, rot, or crack over time, not through the tenants fault, But if the building is new, the windowsills would crack with-out some carelessness on the tenants part (e.g. standing on the windowsill to put up drapes) .

**ORDINARY WEAR- AND- TEAR vs. TENANT DAMAGES**

|  |  |
| --- | --- |
| WEAR & TEAR | DAMAGES |
| Peeling or cracked paint | Drawings on the walls |
| Worn enamel in old bathtub | Chipped and broken enamel in bathroom |
| Worn or cracked linoleum in place where appliances had been | Broken windows caused by resident slamming window shut |
| Cracked window pane due to faulty foundation and settling of building | Holes in carpet from burns or carpet damage by rust and mildew stains |
| Carpet worn thin by people walking on it | Large chunk of plaster ripped out of wall |
| Door that sticks in humidity | Paint on tile flooring |
| Small piece of wall plaster chipped | Missing fixtures: holes in the ceiling |
| Faded tile | Toilet backed up due to tenants flushing objects down it |
| Faded lampshade | Floors gouged when moving furniture |
| Fire damage due to faulty wiring | Wallpaper missing where it's been torn off |
| Sink drainage slow because of old pipe system | Sliding closet doors off track, or bent tracks |
| Floors need new coat of varnish | Walls burned in kitchen from burner turned to high |
| Corner of piece of wallpaper coming lose because the glue has aged | Shower rod missing |
| Sliding closet door sticks | Tiles missing or cracked |
| Shower rod somewhat rusted and grouting in bathroom loose | Torn window shade |
| Paint fading | Missing or broken blinds |
| Dirty or faded windows |  |