Crown Realty & Management Corporation

Confusing Pre-Existing Condition vs Normal Wear And Tear
vs Deferred Maintenance vs Tenant Caused Damages

Owners often get frustrated spending $4,000 to get a house Rent Ready and think “the tenant should have been charged $4,000 and Crown made a mistake charging only $1,000 for damages.”

Here’s the problem …
Georgia Landlord Tenant Law (see attached) prevents landlords from charging tenants for Pre-existing Conditions, Normal Wear and Tear, and Deferred Maintenance. We are only permitted to charge for Tenant-Caused Damage … above normal wear and tear… that didn’t exist when they moved in.
The idea of ‘return the property in the same condition as you got it’ is pure fantasy. Maybe in Australia or Canada but not in the US.

Terms are important so lets get specific.

Condition before move-in
During the move-in inspection the manager, with the tenant's help, writes down (and takes photos of) all the dings, scars, scuffs, gouges, and stains in and on everything in the property. Or did they? The law says “the landlord shall supply the tenant with a list”, but often landlords don’t look too closely or write it all down carefully. It’s really the tenant's duty to Write It All Down before they take possession so They Are Protected. Typically, they are in too much of a hurry and don’t pay close attention to this important step to protect themselves. The moving van is in the driveway, the kids are arguing over bedrooms, and the movers are on the clock. So, from the start, the tenant is at a little disadvantage because They Didn’t Do A Great Job At Documenting Damages Before Taking Possession. We can’t take advantage of that, but this reality leans the entire process in the owner's favor from the start.
Conclusion: During the move out inspection, the landlord can’t charge the tenant for things listed on the move-in inspection for obvious reasons.

Note: Documenting the condition of the carpet is very challenging. Stains, normal wear, don't show up very well in photos, and it’s really hard to articulate the condition of the carpet. If it’s stained, very stained, stained just a little, in all rooms or just between the kitchen and hallway, we all struggle with this task. Photos don’t help much either. We’ve tried still photos and videos, and there is little you can do to really Document The Condition Of The Carpet. To add to the confusion, judges think carpets have a five year useful life expectancy, so ‘charging the tenant to replace carpets’ is unlikely (unless they were new at move-in, and the pets tore it all up and they moved out in 3 months). Then, the judge is likely to give you only 80% of the replacement cost because the pet damage and depreciation was normal for one year's use. Judges tend to think that some ‘pet damage' is Normal Wear And Tear if you allowed pets it’s harder than you think to assign values to carpet replacement/damages during this move-out inspection.

Normal Wear and Tear
Every state’s Landlord Tenant Law says “you can’t charge a tenant at move-out for the Normal Wear and Tear that took place while they lived there.” Here’s where it gets murky. ‘Normal’ is different for
everyone. Some people clean their home twice a day, while others think it’s normal to walk around piles of trash, dog food dishes, spilled milk and clean twice a year whether it’s needed or not. Some tenants have older occupants that understand, while others have four kids and pets and are just happy to get dinner on the table. They will have very different norms when it comes to this issue. We can send three well trained managers to the same home, the same day, and get three different opinions for ‘charges above normal wear and tear.’ Unfortunately, it’s far more subjective than we’d like. Scuffs on the walls, normal carpet wear, marks on the hardwood floors, dings in the trim molding, cut marks in the countertop, and dirt is just NORMAL.

We hate this part of our job, because it creates so much tension between Crown and the tenant just as they’re leaving Crown. We’d like them to leave on good terms and speaking well of our company, but we won’t compromise our duty to the owner just to keep our online reputation clean and BBB report positive. When charges are high, we send a second person to do a Back Up Move-Out Inspection (and photos) just to be fully ready to defend our charges to the judge.

Deferred Maintenance
Houses are always deteriorating. None stay static. Seals in dishwashers and garbage disposals are wearing out, grout is crumbling in the shower stall (and discoloration is growing), mildew is building on the siding, ceiling fans are getting old, vent fans are rusting (as are light fixtures), counter tops are starting to scar up, vinyl is curling/shrinking and so on. These are things that owners typically deal with between tenants but have nothing to do with Tenant Caused Damages. Owners often put off these things until the tenant is out, because it’s easier to deal with when it’s vacant and you have other maintenance guys on site. It’s just easier to deal with this when it’s vacant. The challenge is ‘owners confusing these Deferred Maintenance issues with Tenant Caused Damages and claim “the tenant trashed my house”, when they really didn’t. These Deferred Maintenance Expenses are going to be addressed at the time the property is vacant because ‘that’s just the time to deal with them.’ View an example of rehab list at: http://www.crowngeorgia.com/pdf/Rehab_List_Example.pdf

Here comes the judge
Tenants know that $56 will get them in front of a judge in Georgia to help them address landlord’s excessive charges on move-in inspections. Judges are pretty smart and know that landlords often take advantage of tenants in this regard and will listen to their claims of excess charges. We’ve been there several hundred times in the 35 years we’ve managed move-out charges, and we know the process. We’ll have the inspection, photos and staff (to give eyewitness accounts of the condition/photos), but everybody in the courtroom knows it's subjective, so judges often give the tenant something for their trouble even though the evidence to the opposite is clear. Georgia Landlord Tenant law give the judge the final say, so when the court is over...and the judge rules...it's over. There is no arguing. The judge has the final word.

It’s hard to keep all of this in perspective, but we'll try to help.
First, we’ll give you a Report Of Findings after the move-out in show you what we charged the tenant for damages … remember only those damages above Normal Wear and Tear that were not present at move-in and deferred maintenance.
Then, we’ll provide you with a list of Rent Ready Issues to get the property in shape for the next tenant. Remember, these are probably two completely different lists and numbers.

**In Conclusion**
We’ve done about 9,000 move-out inspections,
We’ll take lots of photos.
We know we represent the owner.
We’ve been in front of hundreds of judges on this issue.
Court is always a crap shoot so settling with the tenant on move out charges is critical
You can trust us on this .. we’ll do it right.