



Monthly Newsletter

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Expectations for a “Godzilla El Niño” are keeping roofers and other contractors quite busy.

The news headlines are impossible to ignore. Everybody in California is anxiously awaiting a “Godzilla El Niño” this Winter.

The expected El Niño storms are tropical, coming from the South Pacific, and are supposed to arrive in force early next year.

From a property manager’s perspective, these additional storms will most likely mean more telephone calls about roof leaks and drainage problems when the heavy rains arrive.

In an effort to stay one-step ahead of all this, at California West we have been working with various roofing and other contractors to address any known problems at the properties we manage and to try and anticipate unknown problems.

We are not alone.

From what we can tell, many other property owners and managers have been making similar preparations because, at this point, other than making emergency repairs for already established customers, most roofers are at least a couple months out on any new work. The same is true for installing new rain gutters.

To deal with all this, we began working months ago on any major problems that we knew about and have recently been writing work orders for our maintenance staff to clean rain gutters as we approach the rainy season.

In addition to roofing and gutter work, another area of concern is with possible drainage issues. Along these lines, checking and monitoring sump pumps to make sure they are working properly is another task for our maintenance staff.

Basically, we are doing our best to prepare for the upcoming Godzilla El Niño.

Charging tenants for ordinary wear and tear depends on the circumstances.

When tenants cause damage to a property, the question often becomes whether, and to what extent, they are responsible for the damage.

Under California law, tenants are not responsible for “ordinary wear and tear.” Everything else, however, is their responsibility. Determining what exactly this means depends on the circumstances and is not specifically spelled out by law, so if there is ever a dispute it must be decided by a judge and depends on specific circumstances. At California West, we rarely must go so far as to appear in small claims court, but it does occasionally happen.

For example, the life of a floor depends on the floor. A typical carpet has an expected life of 7 years so if the carpet is 2 years old when a tenant moves in and the tenant damages it beyond repair, then the most that we can charge the tenant is 5/7 of the cost to replace the floor.

On the other hand, if we have a floor that is a custom hard wood with an expected life of 25 years then the tenant can be charged 23/25 of the cost to replace the floor. Determining expected life in unique circumstances may depend on manufacturer specifications.

In addition to manufacturer specifications, there are other factors as well. A wear pattern from a front door down an entry hallway is likely a result of ordinary wear and tear. A burn mark is probably not from ordinary wear and tear. Common sense matters.

Flooring and paint are the most common areas of dispute when it comes to these sorts of things, but other parts of the house can also raise issues.

Mini-blinds, for example, are often damaged beyond repair from leaving windows open in the wind. We try to avoid this problem by installing vertical blinds because the individual slats can be replaced at relatively little expense when they are broken. In fact, we keep an inventory of slats for exactly that purpose.

In sum, when assessing damage that tenants cause to a property and choosing whether or not to charge them for that damage, we must take everything into account and determine whether and to what extent the damage is a result of “ordinary wear and tear.”

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