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Wear and Tear vs. Damages

This document provides a general overview of the difference between normal wear and tear and tenant-caused damage when processing a security deposit return. It reflects Colorado House Bill 25-1249, which takes effect **January 1, 2026**. HB25-1249 substantially narrows what landlords may withhold from a security deposit and exposes non-compliant landlords to treble damages, attorney's fees, and court costs.

A security deposit may be used to pay for tenant-caused damage beyond normal wear and tear. It may not be used to pay for normal wear and tear, preexisting conditions, routine turnover cleaning, full-unit repainting (absent substantial damage throughout), or carpet replacement on carpet 10 years old or older. The remainder of this document explains the distinction and provides a practical comparison table.

> **Key takeaway under HB25-1249**
>
> **Deductions are now limited to four exclusive categories:** (1) nonpayment of rent, (2) nonpayment of utility charges, (3) nonpayment of other lawful lease charges, and (4) necessary repairs for damage beyond normal wear and tear that did not preexist the tenancy. Every deduction must be supported by contemporaneous documentation and delivered with a Move-Out Statement within 30 days of lease termination (or 60 days if the lease specifies).

Normal Wear and Tear Defined

Under Section 38-12-102, C.R.S., as amended by HB25-1249, "normal wear and tear" means deterioration, damage, or uncleanliness that results from the intended or reasonably typical use of the rental unit, without negligence, carelessness, accident, or abuse by the tenant, members of the tenant's household, or their invitees or guests. "Normal wear and tear" does *not* include uncleanliness that leaves the unit substantially less clean than it was at move-in.

Practical effect. The amended definition is broader than the prior standard and covers ordinary deterioration, cosmetic aging, and light uncleanliness. Conditions that previously might have been charged to a deposit, including minor scuffs, light soiling, faded paint, and worn carpet, are now firmly in the wear and tear category.

Damage Defined

Damage is deterioration that occurs due to negligence, carelessness, accident, or abuse of the premises, equipment, or chattels by the tenant, members of the tenant's household, or their invitees or guests. To be chargeable against a security deposit, the damage must (a) be beyond normal wear and tear, (b) not preexist the tenancy, and (c) be supported by documentation.

What Changed Under HB25-1249

1. The four exclusive categories of deduction

Deductions from a security deposit are now limited to the following categories. Nothing else qualifies:

- Nonpayment of rent.

- Nonpayment of utility charges.
- Nonpayment of other lawful charges identified in the lease.
- Necessary repair work for damage or defective conditions beyond normal wear and tear that did not preexist the tenancy.

2. Preexisting conditions

Any condition that existed at move-in cannot be charged against the security deposit, regardless of its severity. A thorough, dated, photographic move-in inspection, ideally countersigned by the tenant, is the only reliable defense against a preexistence challenge.

3. Cleaning standard

Routine turnover cleaning is not chargeable. Cleaning may be charged only when the unit is **substantially less clean** than it was at move-in. "Substantially less clean" contemplates heavy soiling, grease, food waste, garbage, debris, or comparable conditions. It does not cover ordinary dust, lightly soiled appliances, or the minor residue typical of any move-out.

4. Carpet and the 10-year rule

- **10 years or older:** no deduction is permitted, regardless of the condition of the carpet at move-out. Carpet has a 10-year useful life and zero residual value thereafter.
- **Under 10 years:** charges are limited to the remaining useful life. For example, damage beyond repair to a 5-year-old carpet supports a charge of no more than 50 percent of replacement cost.
- **Partial replacement or repair:** permitted only where there is substantial and irreparable damage beyond normal wear and tear that did not preexist.
- **Full replacement:** not permitted unless the entire carpet is substantially and irreparably damaged throughout.

5. Paint, with no full-unit repaints or refresh charges

- **Full-unit repaint:** not chargeable unless substantial damage beyond wear and tear exists throughout the entire unit.
- **Partial painting:** chargeable for specific areas with substantial, tenant-caused damage beyond wear and tear that did not preexist the tenancy.
- **Wear and tear:** minor scuffs, fading, small nail holes, and deterioration from age are not chargeable.
- **No refresh charges:** the deposit may not be used to freshen a unit between tenants.

6. Documentation of deductions

The Move-Out Statement must include documentation supporting each deduction, such as photographs, inspection reports, receipts, invoices, or estimates. For unpaid rent, include the tenant ledger. On written request, the landlord must reproduce the documentation within 14 days, even if it has already been provided. Failure to provide documentation is wrongful withholding and exposes the company to treble damages.

7. Deadlines and delivery

- Deliver the Move-Out Statement and any refund within 30 days of lease termination or surrender (up to 60 days if the lease specifies).

- Hazardous gas condition: deliver the Move-Out Statement and refund within 72 hours (or by noon on the next business day if the 72-hour deadline falls on a weekend or holiday).
- Missing the deadline is wrongful withholding regardless of the merits of the underlying deductions.

Length of Occupancy and Useful Life

Courts have long required landlords to account for how long a tenant has resided in a property when assessing deductions. The longer the tenancy, the greater the allowance for wear and tear. Every component in a home has a rental-life expectancy, and that expectancy must be accounted for in any deduction. HB25-1249 codifies this principle explicitly for carpet (10 years) and reinforces it generally for other components through the actual damages standard.

Comparison: Wear and Tear vs. Damage

The following table provides practical examples organized by category. It is a guide to reasonable interpretation, not a substitute for the fact-specific analysis each move-out requires. The wear and tear side intentionally runs broad. The damage side lists only items that are clearly defensible as tenant-caused damage beyond wear and tear. When a condition is genuinely in between, treat it as wear and tear.

Wear and Tear (not chargeable)	Damage (potentially chargeable)
Walls, Ceilings, and Paint	
• Small nail holes from a 6 penny nail or smaller (typical picture hanging). • Minor scuffs, nicks, and marks from ordinary furniture contact. • Faded, chipped, or cracked paint from age and sunlight. • Paint yellowing near kitchens, heat registers, or radiators. • Hairline drywall cracks from settling. • Minor dings behind doors and at outlet or switch plates. • Cobwebs in corners and along ceiling edges. • Wallpaper lifting at seams or edges.	• Large or unfilled holes from shelving, wall anchors, or TV mounts larger than a 6 penny nail. • Crayon, ink, marker, or other writing on walls. • Deep gouges, punctures, or holes from doorknobs, furniture impacts, or kicks. • Unapproved paint colors or clearly poor-quality tenant paint work. • Ripped, torn, or defaced wallpaper where present at move-in.
Floors: Carpet, Hardwood, Vinyl, and Tile	
• Worn traffic patterns and matting in carpet from ordinary foot traffic. • Minor fading, thinning, or flattening of carpet pile from age and use. • Light, ordinary soiling of carpet consistent with use.	• Torn, ripped, or snagged carpet from tenant action. • Burns on carpet from cigarettes, irons, or candles. • Pet urine or feces staining or saturation, supported by photos or lab testing.

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Wear and Tear (not chargeable)	Damage (potentially chargeable)
• Faded finish on hardwood floors from sunlight or age. • Minor surface scratches and dulling of hardwood finish from ordinary use. • Settling gaps between floorboards or planks. • Linoleum or vinyl worn thin from ordinary use. • Minor discoloration of vinyl or linoleum. • Grout discoloration from age.	• Permanent staining from tenant-caused spills that professional cleaning will not remove. • Deep gouges in hardwood from dragging furniture without protection. • Cupping, warping, or buckling of wood from tenant-caused standing water. • Tears, chips, or holes in linoleum or vinyl flooring. • Cracked or broken tiles from impact.
Doors, Windows, and Hardware	
• Loose hinges, handles, or knobs. • Sticking doors from seasonal humidity or settling. • Loose, stubborn, or slow door lock mechanisms. • Minor paint wear on door frames at commonly touched areas. • Sticky or hard-to-open windows. • Worn weather stripping. • Closet bi-fold door off track but undamaged. • Dusty or lightly soiled window and door screens. • Keys worn from normal use.	• Door damage from forced entry, punching, or kicking. • Missing or severely damaged doors. • Broken or missing locks. • Broken window glass. • Torn, punctured, or missing window or door screens. • Damaged or missing bi-fold, pocket, or sliding doors. • Broken, lost, or unreturned keys, remotes, or garage openers.
Kitchen	
• Worn countertops from daily use. • Fading of laminate, formica, or solid-surface countertops. • Minor surface scratches on countertops and sinks. • Discoloration around the cooktop or behind the range. • Grout discoloration from age. • Minor wear on cabinet finish, especially near handles.	• Burns or cuts on countertops. • Heavy staining of countertops from prolonged, unaddressed spills. • Water damage from unreported leaks under the sink. • Broken cabinet doors, drawer fronts, or missing cabinet hardware. • Chipped or cracked sinks from impact. • Missing or destroyed stove grates, oven racks, or drip pans.

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Wear and Tear (not chargeable)	Damage (potentially chargeable)
• Interior cabinet wear from ordinary utensil placement. • Oven discoloration from ordinary cooking use. • Light fading on exterior of appliances from sunlight or age.	• Heavy, caked-on grease in oven, range hood, or on surrounding surfaces consistent with long-term failure to clean.
Bathrooms	
• Hard water deposits and mineral scale from ordinary use. • Faded or discolored caulking around tub, tile, and sink. • Grout discoloration or minor grout cracking from age. • Light soap scum on fixtures and tile. • Worn enamel on tub from long use. • Running toilet from worn internal components. • Loose or inoperable faucet handle. • Minor mineral staining on fixtures. • Water spots on mirrors.	• Missing or torn-out caulking around tub, tile, or sink. • Mold or mildew resulting from a preventable or unreported leak. • Chipped or cracked toilet bowl, tank, tank top, or seat. • Broken, cracked, or missing tile from impact. • Broken or shattered mirror. • Broken faucet handle, spout, or shower hardware.
Lighting, Detectors, and Fixtures	
• Non-functioning light fixture from age or ordinary component failure. • Discoloration near light fixtures from heat. • Worn switch plates and outlet covers. • Smoke or CO detector not working from age or component failure. • Minor dust accumulation on registers, vents, and fan blades.	• Missing or broken light fixtures, globes, or shades. • Cracked, broken, or missing switch plates or outlet covers. • Removed or damaged ceiling fans. • Missing, detached, or disabled smoke or CO detectors. • Missing or removed batteries from smoke or CO detectors where tenant is responsible per lease. • Missing, burnt-out, or incorrect-style light bulbs where tenant is responsible per lease.
Window Coverings	

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Wear and Tear (not chargeable)	Damage (potentially chargeable)
• Worn, heat-blistered, or yellowed mini-blinds. • Dusty blinds. • Minor stretching of cords. • Ordinary fading of curtains or drapes from sunlight.	• Broken, bent, or cracked slats. • Broken cords or strings. • Missing wands, slats, or mounting hardware.
Plumbing and HVAC	
• Slow-draining drains from ordinary buildup. • Ordinary HVAC filter discoloration from use. • Normal wear on thermostats and controls. • Minor dust in registers and vents.	• Drains clogged by hair, toys, grease, or other non-flushable objects. • Damage from tenant modifications to wiring or plumbing. • Damage caused by failure to report a leak, overflow, or other known issue.
Exterior, Lawn, and Outbuildings	
• Dry, patchy, or dormant lawn from seasonal weather or normal irrigation limits. • Faded exterior paint from sunlight. • Weathered fencing. • Cobwebs under eaves and in outdoor corners. • Ordinary wear on gate latches and hardware.	• Pet urine spots or dead patches from neglect. • Excessive weeds from neglect of landscape maintenance duties under the lease. • Damaged landscaping, broken fencing, or destroyed plantings from tenant action. • Trash, debris, or abandoned items left in yard, garage, or storage areas.
Odors	
• Musty odor from a closed-up unit that airs out. • Faint, fading cooking odors.	• Pervasive urine, feces, or pet odor throughout the unit. • Smoke or marijuana odor in a non-smoking unit, supported by documentation. • Persistent odors requiring ozone, sealing, or professional deodorization to remove.
Cleanliness at Move-Out	
• Ordinary dust, light crumbs, or minor residue typical of any move-out. • Lightly soiled appliance exteriors.	• Unit left substantially less clean than at move-in, documented against the move-in report and photos.

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• Dust on blinds, baseboards, and vents. • Minor fingerprints on walls, doors, or switch plates. • Routine turnover cleaning is not chargeable under HB25-1249.	• Heavy grease or food waste in the kitchen. • Garbage, debris, or abandoned personal property left behind. • Pet waste not cleaned up inside or outside the unit. • Heavy soiling requiring professional cleaning well beyond ordinary turnover.

Best Practices

- Conduct and document a thorough move-in inspection with dated photographs.
- Check the age of carpet and paint before considering any deduction. Carpet 10 years or older is automatically off-limits.
- Use actual, documented costs: invoices, receipts, or estimates. Avoid flat fees and standard charge addendums, which are inconsistent with the statute.
- Only deduct for conditions that are (a) beyond normal wear and tear, (b) not preexisting, (c) within the four statutory categories, and (d) supported by documentation.
- Treat any 7-day demand letter as urgent. Refunding within 7 days eliminates treble-damages and fee-shifting exposure, even if the underlying deductions were defensible.
- When a call is close, play the percentages and refund. Bad faith is presumed if the landlord withholds 125 percent or more of actual damages.

Bottom line

HB25-1249 imposes strict, technical rules. Compliance requires precise documentation, timely action, and conservative practices. Any deviation exposes the company to treble damages and fee-shifting. When in doubt, treat the condition as wear and tear and refund.