

Easy-to follow Guide!

Points for restoring rental housing to its original condition when you move out

I gained an understanding of the costs that tenants are billed when moving out!

I learned that it is not allowed to do renovations or repairs in rental housing without permission!

I learned points I need to be careful about when living in rental housing!

I discovered who bears the cost of repairs for damage to rental housing!



See inside for points to note on before/after moving in, and out of rental property!

What does “restoration to original condition” mean?

When moving out of rental housing, you (the **tenant**) are required by law (under the Civil Code) to repair any damage to the property you have caused.

This is called “restoration to original condition.” In many cases, an inspection is carried out in the presence of the tenant and the landlord/property manager to see how much repair needs to be carried out on the property/fixtures.

When you moved into the rental housing, you paid a deposit (*shikikin*).

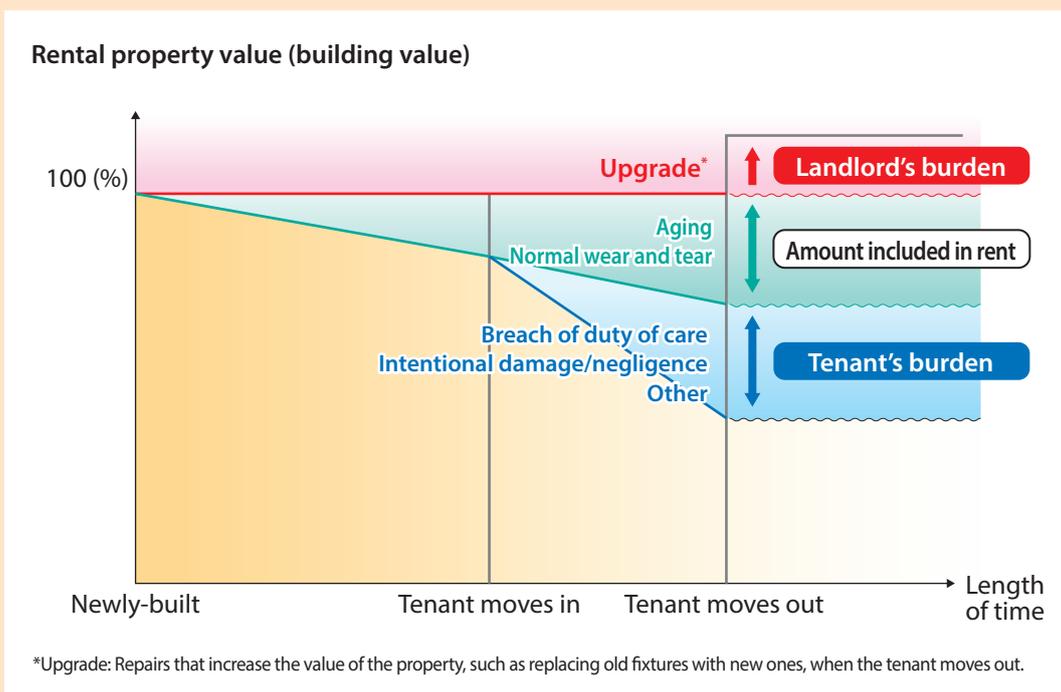
When you move out, the landlord will return the deposit to you, minus the cost of any repairs that need to be carried out.

If the repair costs are higher than the deposit amount, you must pay the difference.

“Trouble Regarding Restoration to Original Condition and Related Guidelines” (issued by the Ministry of Land, Infrastructure, Transport and Tourism) states the common thinking regarding whether the **tenant** or the **landlord** bears the costs of repairs to the rental housing when the tenant moves out.



Thinking regarding the cost burden ratio



“Restoration to original condition beared by **tenant**” means the repair of wear and tear caused by the **tenant**'s intentional damage/negligence, breach of duty of care, or other wear resulting from use beyond normal usage; it does not include wear and tear from aging or the normal wear and tear that occurs while the tenant is living in the rental housing.

POINT

In general, if the tenant is not behind on rent, has used the rental housing with care, and leaves it in a clean condition, the deposit is returned; however, **if the tenant did not use the rental housing with care/dirtied the property or has broken any fixtures, the tenant is billed for the cost of repairs after moving out.**

Examples of landlord's burden and tenant's burden

●Property overall

Housecleaning (by a professional cleaning service)
(when the tenant would normally do the cleaning)
= **landlord's burden**

●Ceiling

Marks from lighting equipment affixed directly to the ceiling without the landlord's permission when there are no lighting mounting brackets on the ceiling (beyond normal usage)= **tenant's burden**

●Walls (wallpaper)

Dark patches on the wallpaper behind the refrigerator (so-called electric burns)
(Normal wear and tear)
= **landlord's burden**

●Walls (wallpaper)

Kitchen grease stains (when the stove is not cleaned properly after use and grime/grease remains) (beyond normal usage)
= **tenant's burden**

●Wet areas (kitchen, bathroom, toilet)

Grime/grease on the gas cooktop table, ventilation fan (due to insufficient cleaning)
(Breach of duty of care)
= **tenant's burden**

●Floors

Discoloration (due to sunlight, rain leakage resulting from building structural defects, etc.)
= **landlord's burden**

●Fixtures

Damage to fixtures due to improper daily cleaning or improper usage (Breach of duty of care)
= **tenant's burden**

●Fixtures/devices malfunction or are unusable

(due to product lifespan)
= **landlord's burden**

●Floors

Marks from furniture (Normal wear and tear)
= **landlord's burden**

●Wet areas (kitchen, bathroom, toilet)

Mineral deposits or mold in the bath, toilet, or washstand (when staining has been caused by insufficient cleaning during the time the tenant was living in the rental housing) (Breach of duty of care)= **tenant's burden**

●Fixtures

Replacement of bathtub/hot tub, etc.
(No damage, but replaced in order to secure the next tenant)= **landlord's burden**

●Tatami matting

Reverse, re-cover= **landlord's burden**

●Fittings

Cracks in wire-reinforced glass (occurring naturally due to structure)
= **landlord's burden**



●Walls (wallpaper)

Screw holes/marks on the wall from installing an air conditioner (owned by the tenant)
(Normal wear and tear)
= **landlord's burden**

●Keys

Replacement of keys (when the keys have not been damaged/lost)= **landlord's burden**
Replacement of keys due to damage (improper usage) or loss
= **tenant's burden**

Cases in which repair easily becomes the tenant's burden

●Examples of breach of duty of care or intentional damage/negligence by the tenant

- Scratches caused when moving furniture in/out of the rental housing
- Mold/stains that have grown larger due to leaving condensation on windows, doors, etc.
- Scribbles on tatami matting, wallpaper, or flooring
- Damage to walls etc. by pets kept by the tenant



●Other examples of use beyond normal usage

- Cigarette stains/smell
- Nail holes/screw holes in walls (excluding holes from air conditioner installation)



Cases in which repair becomes the tenant's burden due to rental agreement content

●Examples of special provisions that place the burden of repair on the tenant, regardless of how the rental housing has been used

- Housecleaning
- Air conditioner cleaning



Important matters to ensure that moving out goes smoothly

Before moving in, check that there are no existing problems with the rental housing by using a "Confirmation of Current Conditions" form.

If there are any existing problems, report them to your landlord or the property manager.



"Confirmation of Current Conditions (example)"

Depending on the property, what you may be thinking regarding the cost burden ratio may differ from the guidelines, so be sure to check the content of any special provisions in your rental agreement.

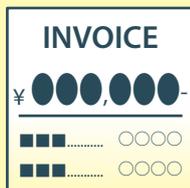
It is important to properly understand the procedures for moving out and the general rules for restoration to original condition. When moving out, contact your landlord or the property manager as early as possible and carefully check the procedures for moving out.

Even if the tenant uses the rental housing in a normal manner in his/her daily life, mold or stains may occur in the case of some properties. If mold and/or stains are left to expand, there is a high possibility that the burden of repair will be placed on the tenant, so it is important that you regularly clean and ventilate the rental housing.

FAQ

Q On the internet, I found cases where the tenant was billed very high costs for restoration to original condition, so I am worried that I will also receive a huge bill when I move out.

A First of all, check the content of your rental agreement. If you have any problems related to restoration to original condition, please use the consultation service provided on the Japan Property Management Association website (in Japanese).

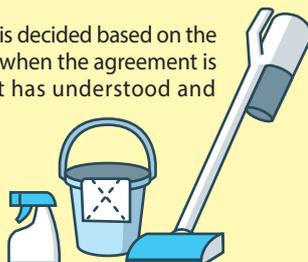


Japan Property Management Association website (in Japanese).
<https://www.jpm.jp/>



Q If a special provision in my rental agreement states that the burden of housecleaning is on the tenant, do I still have to pay the cleaning service fees even if I clean the rental housing before moving out?

A Normally, the burden of costs is decided based on the content of special provisions when the agreement is concluded, after the tenant has understood and agreed to the content of the special provisions. If you are unsure about any rental agreement content, please check with your real estate office.



Q When moving out of rental housing where I have lived for long time, do I need to bear the entire burden of repair costs when damage is due to negligence?

A Usually, the age of the fixtures is taken into consideration, and the longer the time since the tenant moved in, the more the burden on the tenant for repair costs is reduced.

Q A fixture in my rental housing is broken. Can I search on the internet and make arrangements for a repair person to fix it?

A As a rule, repairs are carried out by the repair person designated by the landlord. First of all, contact your landlord or property manager. If you arrange for repairs yourself and the cost is higher than the estimate provided by your landlord's designated repair person, you may have to pay the amount for repairs exceeding the estimate, so please be careful. In addition, you may also be held responsible for any damage that is caused.



Q Is it OK for me to renovate the rental housing to suit my preferences? Also, I want to install an air conditioner; is it OK for me to do that?

A It is not possible to carry out renovations without your landlord's permission. If you do carry out renovations without permission, the repair costs for restoration to original condition will probably be very high. Also, you need your landlord's permission in advance to install an air conditioner. Any air conditioners you install need to be removed when you move out.



Ministry of Land, Infrastructure, Transport and Tourism



Japan Property Management Association