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ASK ALI

ALI welcomes questions from subscribers. You can 1) e-mail slipp@vendomegrp.com; 2) send your questions to Vendome Group, LLC, 149 Fifth Ave., 10th Fl., New York, NY 10010; or 3) call/fax them to 212-812-8433.

Deducting Cost of Repainting Purple Walls from Security Deposit

Q One of my tenants moved out of her apartment, leaving behind walls that she had painted purple. Can I deduct the cost of repainting the walls from this tenant's security deposit?

A Yes, says Manhattan attorney Adam Leitman Bailey. In general, if a tenant moves out of an apartment leaving behind walls that need to be repainted because of minor holes or marks on them, it's considered normal "wear and tear," so you can't deduct the cost of repainting from the security deposit, he explains. But if the tenant has painted the walls purple, this goes beyond normal wear and tear, he says. And most leases require the tenant to leave the apartment in the same condition as when the tenant moved in. Purple walls would clearly violate this lease provision.

PRACTICAL POINTER: Keep copies of any invoices or canceled checks for the cost of repainting the apartment. That way, if the tenant sues you for the return of the security deposit, you'll have proof of the cost of repainting the walls.

Handling Tenant's Request Not to Install Window Guards

Q A tenant in my building responded to our window guard notice by checking off that children under age 10 live in her apartment. When my super went to her apartment to install window guards, she asked him not to install them on her living room window. She explained that she likes to watch her child walk to the school bus from that window, and the window guard would block her view. Can I agree to her request not to install a window guard in the living room window?

A No, says a Department of Housing Preservation and Development official we spoke with. You must install a window guard on every window where one is required, even if the tenant seems to have a good reason for not wanting it. If you don't install it, *you'll* get the violation and be subject to liability if a child falls out the window and is injured.

For more information on what to do if a tenant refuses a window guard installation where one is required, see "Get-Tough Action Letters: What to Do if Tenant Refuses Access for Window-Guard Installation," *ALI*, Aug. 1995, p. 7. ■

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