Kaiserslautern (Kleber Kaserne)
Legal Assistance Office

KLSC

Damage to Rental Property

Please note that this Information Paper only provides basic information.

For specific advice, contact the claims office to discuss your potential claim individually.

If you are the owner of the damaged real property, you have a different case than what is discussed in this information sheet. In such a case, you may also contact the Legal Assistance Office and seek guidance for your individual potential claim.

1. Damage to Your Rental Property

This information sheet is for U.S. Military personnel renting private accommodations on the German economy. It offers guidance in situations where the rental property sustains damage, potentially caused by the tenant or by a moving company. In such cases, the German landlord can claim compensation from the tenant.

2. The Importance of Renter's Insurance

It is strongly recommended that all renters obtain a suitable insurance policy from a provider, which could include a German insurance company (i.e. private liability insurance incl. renter's insurance). If such a policy is in place, tenants should file a claim with their insurance provider to cover the damage to the rental property. If there is damage that was caused by the moving company, you should make sure to have them sign a corresponding damage report and encourage the landlord to file with the moving company's liability insurance.

3. Purpose of the Dislocation Allowance (DLA)

U.S. military personnel who PCS to Germany receive a Dislocation Allowance (DLA), if it is not their first duty station, to cover incidental expenses related to housing. It is advisable to reserve a portion of these funds for renter's insurance premiums or for settling claims made by landlords.

4. Liability for Financial Losses

The U.S. Government will most likely not be able to reimburse financial losses incurred by tenants due to property damage. Tenants are advised to secure their own financial protection at their discretion to cover such liabilities.

5. Damage vs. Wear and Tear

It is important to understand the difference between actual damage and normal wear and tear. Tenants are normally not liable for deterioration that occurs through standard, everyday use (otherwise known as "Fair Wear and Tear"). A landlord generally cannot bill a tenant for the effects of normal occupancy.

6. Legal Assistance

If you believe that your landlord is making excessive or unreasonable claims, or if there are disagreements regarding liability for damages, you may contact the Legal Assistance Office (Army or Air Force) and seek guidance for your specific case, if you are entitled to that service.