

Security Deposits

This section explains:

- How to get your security deposit back,
- What your landlord may and may not use your security deposit for, and
- What to do if you have not received your deposit.

How do I get my security deposit back?

When you move, give your landlord a letter with:

- Your new address
- The date you moved out
- A request to send your security deposit check to that address

Keep a copy of the letter.

When does my landlord have to return my security deposit?

Your landlord has **14 days after your lease ends** to send you:

- Your full security deposit, *or*
- A list of repairs your security deposit will pay for, and any remaining part of the deposit.

The list must include the exact repairs needed, the cost of each repair, and proof that the repairs were or will be made (such as receipts or estimates).

Important! The 14-day period starts the day you move out *as long as* you already notified your landlord.

What if I don't hear from the landlord after 14 days?

If you have not received anything from your landlord within 14 days, your landlord must return the whole deposit.

You also have the right to sue your landlord in small claims court. You may be able to get up to two times the amount of your security deposit.

Is it fair for my landlord to keep part of my security deposit?

Maybe. A security deposit allows the landlord to bring the rental unit back to the condition it was in when you moved in.

The landlord can use the deposit to:

- Repair any damages
- Clean the house
- Replace or fix damaged furniture

Can the landlord use the security deposit for other things?

Yes. Your landlord may use your security deposit to pay for unpaid rent. Some leases also allow the landlord to keep your security deposit if you move out without notifying the landlord **in writing**.

Remember: If your landlord uses your security deposit for unpaid rent or repairs, s/he must give you an itemized list showing what will be repaired and how much it will cost.

If I leave before my lease ends, am I responsible for rent after I leave?

Maybe. Your lease is a contract, and breaking a contract comes with certain risks. Even if you move out early, you may still have to obey the lease (which includes paying rent) until it ends. Your landlord may also deduct any unpaid rent from your security deposit.

Important! At least 30 days before you move, you must notify your landlord **in writing** that you are moving out. Do this even if:

- You are moving out because your landlord did not make needed repairs to the house, or
- Your landlord agreed to end the lease early.

If you notify your landlord, the landlord must try to find another tenant (called “mitigating damages”) before making you responsible for the remaining rent.

What can my landlord *not* use my security deposit for?

Your landlord may **not** use the security deposit to pay for normal wear and tear, such as:

- Worn carpeting or flooring
- Chipped paint

Your landlord **may** use the deposit to repair larger problems, such as broken windows, holes in the walls, or pen marks on the carpets.

Can I get my deposit back *before* my lease ends?

Your landlord might agree to return all or part of your deposit early. But landlords usually wait to return the deposit until:

- The lease ends, and
- The tenant moves out.

This way, the landlord can examine the house for damages and check whether you owe rent.

You may ask the landlord to give you the deposit back early, but s/he will likely say no.

My landlord says my security deposit does not cover my damages or unpaid rent. Do I have to pay the difference?

Yes, **if** the landlord’s itemized list of damages is correct. If you do not pay what you owe, your landlord can sue you in small claims court.

Remember, the security deposit is *your* money! The landlord is only holding it for you in case you damage the rental unit or do not pay rent.

If the landlord keeps it for another reason, ask [insert organization name] for help: **XXX-XXX-XXXX**.