

## **Can I get all or part of my security deposit returned before my lease ends?**

Typically, in Vermont, the landlord has 14 days from the end of the tenancy to return your deposit or send a letter explaining why he or she is not returning your full deposit. Your landlord must know you have moved out in order for the 14 days to start running. You should give your landlord a letter that says when you moved out. In your letter tell the landlord where to send your security deposit. If the landlord does not send you your deposit or a letter explaining what he or she is deducting from your deposit, within 14 days, then your landlord must return the whole deposit.

If the landlord agrees, you may be able to get all or part of your security deposit back before your lease ends. However, landlords require security deposits as protection in the event the tenant damages the premises or does not keep the premises clean. The amount returned depends on the condition of the premises and how much it will cost the landlord to return the premises to the condition it was in at the time the tenant leased the space.

Landlords usually assess the condition of the premises at the time the lease expires and the tenants move out, so it's not likely that a landlord will give up the security deposit prior to the end of a lease.

In addition, landlords may use the security deposit to apply towards rental arrears in case the tenant fails to pay the rent. Some leases may even expressly state that if a tenant fails to pay rent, or moves out without proper notice, the deposit is forfeited. Thus, if you break the lease, it is not likely that you will receive your security deposit back.

## **How do I get my security deposit returned to me?**

Your landlord has no later than 14 days after the date your tenancy ends to send you all or part of your security deposit. Even if the landlord is making a claim on the security deposit, s/he must send you a written, itemized list of any damages for which s/he claims you are liable.

When you move, you need to let your landlord know your new address within a reasonable time so that s/he can send you a check for the return of your security deposit or the itemized list of damages.

The amount of your security deposit that you get back depends on the condition that you left the premises in. In addition, if you left before your lease expired and did not pay the remaining rent owed, then the landlord may keep your security deposit as rental payment.

Under Vermont law there are situations in which a landlord can withhold your security deposit. For example, if you owe rent or other charges due under the lease, or caused damage to the premises, then your landlord may deduct such costs from your security deposit.

However, in order for the landlord to claim costs, s/he must give you an itemized list of such expenses that were taken from your deposit. The list must include the exact repairs needed and the cost that the landlord will incur for making such repairs, and the landlord needs to furnish proof that the repairs have been, or will be, made. For example, the landlord needs to give you repair estimates and/or receipts.

Remember that the security deposit is your money and the landlord is merely holding it for you in case you fail to pay rent or you damage the premises. Unless you left owing the landlord for damage or unpaid rent, s/he is not legally able to keep all or part of your deposit.

If you are entitled to all or part of your deposit and you do not receive your deposit or an itemized statement of damages within fourteen days, you can sue your landlord in small claims court. A tenant may be entitled to receive twice the sum of the amount of the security deposit due to a landlord's failure to timely provide the return of a security deposit and/or a statement of expenses deducted from the security deposit. Likewise, your landlord may sue you in small claims court if your deposit is insufficient to cover the expenses of unpaid rent and/or damage to the premises.

**May a landlord apply a security deposit to rent owed as well as damages to the property?**

Yes. A landlord may apply all or part of your security deposit to rent not paid and/or damages to the premises. However, in order to deduct money from your deposit, the landlord must give you written verification as to what the deduction is for. For example, if the landlord claims that you damaged the premises, s/he must provide you with a list of the repairs that need to be done and how much they cost.

Please note that the landlord may not deduct money from your deposit for normal wear and tear to the premises. Examples of normal wear and tear could be worn carpeting, chipped paint, worn kitchen flooring, etc. In contrast, damage to the premises are likely to be things such as broken windows, holes in the walls, pen marks on the carpet or walls, etc.