

## **Basics of Landlord Tenant Law: Security Deposits**

“I want my money back.” “How can I get my money back?” These are both sentiments commonly expressed by renters following the completion of their lease term. The “money” that is referenced in the first two statements is the “security deposit”. This article discusses security deposits and some general rules that a tenant should be familiar with in order to ensure the return of a security deposit at the conclusion of their lease term.

**WHAT IS A SECURITY DEPOSIT?** A security deposit is money a landlord collects from a tenant to ensure payment of rent and other fees. This money should be held in trust by the landlord and only used at the end of the lease term by the landlord to offset uncollected rent, late fees and damage to the rental property caused by the tenant.

**HOW MUCH IS A SECURITY DEPOSIT?** The amount of a security deposit can range from \$0 to an amount not to exceed two (2) months of rent. Some landlords may use a tenant’s credit score to determine the amount of the security deposit, while other landlords impose the same requirement on all tenants without regard to the credit history.

**WHEN CAN I GET MY SECURITY DEPOSIT BACK?** A landlord is required to return a tenant’s security deposit within forty-five (45) days of the tenant vacating the premises. However, the actual timing of the return of the security deposit is something which can be negotiated by the parties within the lease, notwithstanding a different time agreed upon in the lease state law generally requires the security deposit to be returned within forty-five (45) days.

**HOW MUCH OF MY SECURITY DEPOSIT DO I GET BACK?** It depends. A landlord is entitled to use the security deposit to cover damage to the property caused by the tenant or their pets. The security deposit may also be used to recover unpaid rent or late fees. The tenant can not be charged and have monies deducted from the security deposit to reimburse the landlord for normal wear and tear on the property.

**WHAT CAN I DO TO GET THE MAXIMUM AMOUNT OF MY SECURITY DEPOSIT BACK?** There are several things a tenant can do in order to ensure the return of their entire security deposit and avoid disputes regarding alleged damage to the property and unpaid rent: First, request and participate in a move in inspection either prior to or immediately after signing the lease agreement. A tenant should take the time to make written notations of the damages or defects existing at the time of move-in by participating in a move-in inspection with the landlord. Verbally informing the landlord of noted defects is not legally sufficient, the tenant should take the extra step of promptly reducing these problems to writing. Please note that many leases require the landlord to give tenants a written report within five (5) days of moving into the property and the tenant in turn must submit any changes or amendments to the report within five (5) days to the landlord. A tenant should keep a copy of these reports because this

information can be critical in avoiding liability for damages at the end of the lease term. Second, it is strongly recommended that a tenant take photos of the condition of the home at move-in. Photographs can be critical if a legal action ensues regarding the security deposit. Third, tenants should make timely written repair requests to the landlord and maintain a copy of all requests. Fourth, tenants should also be sure to make a written request for a move out inspection and if notified by the landlord that an inspection will be conducted, the tenant should make every effort to attend. Often during the move out inspection, the tenant may have an opportunity to remedy minor problems, i.e. replace an air conditioner filter or missing light bulb or re-clean an area of the house, which would prevent deductions from the security deposit. The move out inspection will help the landlord determine the amount, if any, of damage to the property. Generally, inspections should occur within three (3) days after the tenant moves out. Finally, in order to avoid disputes regarding rent and or late fees owed, a tenant should be sure to keep copies of all receipts proving payment of rent. A tenant should carefully review their lease agreement to determine items which the landlord can charge to their account and upon receipt of the monthly statements or invoices, promptly bring any discrepancies to the landlords attention.

**HOW DO I GET MY SECURITY DEPOSIT BACK?** In order to avoid delays in the return of the security deposit, be sure to provide the landlord with a forwarding address upon move out via certified letter, return receipt requested. The landlord has a maximum of forty-five (45) days to provide a former tenant with an accounting and return the balance of the security deposit. If the landlord fails to act within the allowed time, the tenant should send a certified letter, return receipt requested to the landlord to request an accounting and return of the security deposit. If the landlord still refuses to voluntarily return the security deposit, it may be necessary to initiate legal action in order to have the monies returned. If you are unsure of what to do or how to do it, then you should consult an attorney for legal advice.

If you have questions regarding this or other landlord tenant issues, please feel free to contact the Fort Belvoir Legal Assistance Office, located at 9990 Belvoir Drive in Building 257. Our hours of operation are Monday through Friday 0800 to 1630, with appointments being scheduled on Wednesdays for the following week.