

## How to Get the Security Deposit Refund You Deserve

If you are renting a house or apartment, you most likely paid the landlord a hefty security deposit before moving in. In addition to keeping your rental unit in good condition, there are several things you can do to protect your rights and increase your chances of getting your deposit back.

First, it is very important to request the landlord for an initial inspection in advance of your move, as described in the next section. Second, if possible, take photographs showing the condition of your unit on the day of the initial move-out inspection and again after you have removed your belongings. Third, keep good records, such as receipts and notes of conversations. Write down the details at the time they happen, even if you are not expecting any problems. The final section provides advice on what to do if you believe your landlord's deductions from your security deposit are unreasonable.

### The Initial Inspection

If you request it, your landlord must do a pre-move-out inspection, known as an "initial inspection," no more than two weeks before your tenancy ends. You have the right to be present, and the landlord must give you 48-hours written notice. Unless you have withdrawn your request, the landlord may enter your unit if you are not at home at the time on the notice.

Even if you can't be present, always opt for this inspection. The landlord is required to leave you an itemized statement listing the conditions or damage that could lead to deductions from your security deposit unless corrected before the end of your tenancy. It must include language about lawful uses of security deposits.

Generally, the landlord can only deduct for conditions or damage listed on the itemized statement, unless it occurred after the inspection or was not visible until you removed your belongings. That makes the initial move-out inspection an important tool to protect yourself from unreasonable deductions.

The itemized statement should not include damage or conditions that existed when you moved in or normal wear and tear—for example, if the carpet has become worn from ordinary use. The landlord can list things like mildew, a flea infestation, nail holes, chipped counters, or carpet stains that were not there when you moved in. Take pictures of any problems noted on the itemized statement, especially if you plan to address them before moving.

### Your Move

If the unit is not as clean as when you moved in, you may be charged a "reasonable" cleaning fee, but review your rental agreement for any specific expectations. For example, some agreements require tenants to have the carpets professionally cleaned. Be sure to keep any documents and receipts showing your repairs and cleaning. It's a good idea to assemble a folder or envelope containing these receipts, the inspection statement, your lease, and any notes you have taken.

#### ***Know Your Rights***

- If you leave the unit as clean as it was when you moved in, the landlord should not deduct cleaning charges from your deposit.
- A landlord is not permitted to charge you for normal "wear and tear" of paint or carpets.

Once the unit is empty, make notes and take pictures showing the condition of carpets and walls, the inside of cabinets and closets, the bathtub, etc. The landlord *may* allow you to be present for the final inspection; if so, be there if possible. This can help avoid later disputes.

### **After You Move: The 21-Day Deadline**

When you turn in your keys, be sure that the landlord has your new mailing address. The landlord has 21 days after the tenancy ends to refund whatever portion of your security deposit you are owed. If you do not receive a full refund, the landlord must provide you with an itemized statement listing any deductions from your security deposit and the reason for the deductions.

If the deductions total more than \$126, the landlord is also required to send you invoices or receipts for the cleaning or work that was done, or an estimate of the cost of repairs taking longer to complete.

### **What If The Deductions Seem Unreasonable?**

If the landlord has not complied with the requirements described above, or if your security deposit refund is less than you believe it should be, what should you do?

The first step is to immediately write a letter to the landlord explaining why you believe the deductions are improper. Request a refund of the specific amount you believe should be returned. You are more likely to succeed if you are polite but firm and provide documentation (such as photographs and receipts) to back up your request. If you mail the letter, send it by certified mail or with a certificate of mailing. If you hand deliver it, ask the landlord to sign and date your copy of the letter to acknowledge receiving it.

Some landlords improperly charge every tenant who moves out for a full cleaning of the unit, regardless of whether this is needed. If this happens to you, your photographs and receipts can help you challenge the landlord's claim.

If the landlord does not agree to refund what you believe you are owed, seek legal assistance or ask the landlord to participate in mediation. If nothing else works, you have the option of taking the landlord to small claims court. If you win, the judge may order the landlord to pay your costs and a penalty.

### **Conclusion**

Remember that you will be in a better position to protect your rights if you:

- Request the landlord for an initial inspection;
- Take good notes and keep your receipts; and
- Take photographs showing the condition of the unit.

**Tip:** When moving into your next rental unit, take pictures and make notes to document the conditions, and file them away for when you move again.