

Damage Claims Against Security Deposits

What can a landlord legally deduct from a security deposit?

A security deposit financially protects a landlord from any damage a tenant may do to an apartment. The deposit is held in trust for the tenant until the tenancy ends. A landlord may use the security deposit to cover reasonable cost of repairs beyond normal wear and tear, utilities charged to the landlord, and/or the costs of moving and storing a tenant's belongings. Within 14 days from the time a tenant moves from an apartment, the landlord must either return the security deposit in full or provide an itemized list of deductions along with the remainder of the security deposit.

Do I have the right to an inspection before I move out?

Yes. Within a reasonable amount of time after either party gives notice, the landlord must notify the tenant of his or her right to an inspection, and be present during the inspection unless the tenant gave less than two weeks' notice. The landlord must provide 48 hours' notice before the inspection, and the inspection must take place between one to two weeks before the tenant plans to move from the unit. The landlord must then provide an itemized list of deductions from the security deposit which the tenant has the opportunity to fix prior to moving.

If there are no damage claims against me, when can I expect to receive my security deposit?

If there are no damage claims, utility charges, or moving/storing costs, the landlord must return the deposit to the tenant within 14 days from the time the tenant moves. If the landlord fails to return the deposit, or to provide an itemized list of deductions with the remainder of the deposit within 14 days, the landlord will forfeit the right to keep any portion of the security deposit. If the landlord violates this part of the law willfully, the landlord may be liable to the tenant for punitive damages up to double the amount of the security deposit.

What should I do if my landlord refuses to return my security deposit?

If your landlord refuses to return your security deposit, you may consider filing a claim in Small Claims Court. Neighborhood Legal Services generally does not handle Small Claims Court matter, but we can provide you with information about filing a claim in Small Claims Court.

Please feel free to contact our office at 716 847-0650 for more information.