What to know about your Security Deposit

Withholding's---What can be taken out of your deposit

- Tenant damages, waste or neglect of the premises.
- Unpaid rent
- Payment which the tenant owes under the rental agreement for the utility service provided by the landlord but not included in the rent. Ex: water, electricity, yard maintenance, snow removal.
- Payment for what a tenant owes for direct utility services provided by the government -- owed utility, to the extend that the landlord becomes liable for the tenant's non-payment.
- Other reasons authorized in the rental agreement.
  - These terms vary depending on lease, check to see what yours includes.
  - This subsection does not authorize a landlord to withhold the deposit for normal wear and tear or damages/losses for which the tenant cannot reasonably be held responsible.

  *It is illegal for landlords to deduct the cost of routine carpet cleaning from your security deposit for anything that qualifies as normal wear and tear.*

Statement of Claims

- For anything withheld, the landlord shall deliver or mail the tenant a written statement accounting for all amounts.
  - Needs to describe each item of physical damages and amounts withheld.
  - Must be mailed or returned within 21 days.
- When moving in, you can request a list of physical damages or defects charged to the previous tenant's deposit.
- The landlord cannot be held responsible for non-delivery if they comply with everything else and the postal service is unable to complete delivery. -This means you must leave a forwarding address for the landlord, if this does not happen you will not get you deposit mailed to you.