



Security Deposit Packet

Ohio's Landlord/Tenant Law permits landlords to require that you pay a security deposit as a condition of renting. This security deposit is often the equivalent of one month's rent, but may be less or more than that depending on the circumstances and what you have negotiated with the landlord. If your security deposit is more than one month's rent and is being held for more than six months, you are entitled to interest on the amount that is in excess of the monthly rent.

Regardless of the amount, a security deposit is completely refundable to the tenant at the end of the lease term if the tenant has met all of the expectations of the lease and has not damaged the property or caused the landlord to incur additional unusual expenses related to the tenancy. On the other hand, landlords are entitled to withhold money from a security deposit for legitimate expenses that they have incurred that go beyond normal wear and tear and routine maintenance of the property. If you have unpaid rent, utilities, fees associated with damages that you caused, or there are cleaning expenses to restore the apartment to the condition it was in when you took possession of it, the landlord can legitimately deduct these items from your security deposit.

To ensure that you get back the security deposit money that you are entitled to, you should do the following:

- 1) Upon move in, take thorough photographs or video of your apartment to document its current condition.
- 2) Complete a move in checklist. That checklist may be provided by the landlord or one can be obtained from our office or at our website at www.studentlegalrights.org. When completing this checklist, do so carefully. This list should accurately reflect the current condition of the home and may be used by you or the landlord as evidence if there is a dispute over alleged damage to the property. Give a copy of this checklist to your landlord and keep a copy for your records.
- 3) If there are items that need to be repaired or cleaning that should have been done at the time you take possession, make a written request to the landlord. This request must be in writing and you should keep a copy for your records.

- 4) During the course of your tenancy, all requests for repair or maintenance should be in writing. If the landlord does not respond to those requests in a timely manner, you should address that problem immediately to take full advantage of remedies that might be available to you.
- 5) At move out, thoroughly clean your apartment, remove all trash and personal belongings, and return all keys and parking passes (if applicable) to the landlord. It is appropriate to request a receipt when returning these items.
- 6) Provide your landlord with written notice of your forwarding address so that your security deposit can be returned to you. Keep a copy of this for your records. A template for this letter is attached to this packet.

Once you have moved out, your landlord has 30 days in which to return your security deposit or provide you with an itemized statement explaining why any portion of that security deposit has been kept. If you do not receive your security deposit or an itemized statement within 30 days, Ohio Landlord/Tenant Law entitles you to file a complaint for your security deposit, damages, costs, and attorney fees.

If you have not received your security deposit within 30 days, we advise students to send a letter to their landlord demanding it. This is often the most efficient means of resolving the issue and getting your money back. Attached is a template for a letter that you can use for this purpose.

Please remember that your security deposit is never a substitute for paying your last month's rent. If you do not pay your rent on time, your landlord may file an action for eviction against you. This could cost you additional money and negatively impact your credit history.

THIS INFORMATIONAL PACKET ONLY PERTAINS TO OHIO LAW. THIS PACKET PROVIDES GENERAL INFORMATION ABOUT OHIO LANDLORD/TENANT LAW AND IS NOT TO BE CONSTRUED AS LEGAL ADVICE. IF YOU NEED LEGAL ADVICE, PLEASE CONTACT AN ATTORNEY. THE LAW MAY HAVE CHANGED SINCE THE DATE OF THIS PUBLICATION. 05/2011

Please visit our website at www.studentlegalrights.org for more information.

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NOTICE TO LANDLORD OF TENANT'S FORWARDING ADDRESS

DATE:

LANDLORD'S NAME:

LANDLORD'S ADDRESS:

CITY/STATE/ZIP:

Dear _____:

This letter is written notification of my intent to vacate the premises located at _____ (address of the rental unit), on _____ (date), pursuant to the lease agreement.

When my lease with you began, I gave to you a security deposit in the amount of \$ _____. It is my understanding that Ohio law permits you to retain from that deposit damages that exceed normal wear and tear. So that we are both aware of what those charges may be in advance, I am requesting that you make an inspection of the premises in my presence in order to document the condition of the property. Please contact me at _____ (phone number) to set up a mutually convenient time to do this.

It is my understanding that Ohio law requires that you return that money to me within 30 days after the end of the lease term. Please return that money to the following address:

Thank you,

_____ (tenant's name)

_____ (tenant's signature)

NOTICE TO LANDLORD

REQUESTING RETURN OF WRONGFULLY WITHHELD SECURITY DEPOSIT

DATE:

LANDLORD'S NAME:

LANDLORD'S ADDRESS:

CITY/STATE/ZIP:

Dear _____:

I am a former tenant of one of your rental properties located at _____
(address of the rental unit). On _____ (date), I moved out of that property, return all keys, and
provided you with written notice of my forwarding address.

When my lease with you began, I gave to you a security deposit in the amount of \$_____.

_____ It has now been more than 30 days since my lease ended and I have not yet received my security deposit
or an itemized statement explaining any deductions that were taken.

_____ I believe that you have wrongfully withheld \$_____ from my security deposit. I believe that this
deduction was improper for the following reasons:

According to Section 5321.16 of the Ohio Revised Code, you were required to return my security deposit or
provide an itemized statement of why any portion of that deposit was being withheld within 30 days after the
lease ended. The law further states that if you have wrongfully withheld my security deposit for any reason, that I
am entitled to recover twice that amount plus costs and attorneys fees in court.

Please return my security deposit in the amount of \$_____ to avoid any further legal action. If I have not
heard from you within three weeks of the date of this letter, I will pursue my claim for damages. Thank you for
your prompt attention to this matter.

Thank you,

_____ (tenant's signature)

_____ (tenant's name)

ADDRESS _____

CITY/STATE/ZIP _____

PHONE NUMBER _____