



What You Need To Know About Security Deposits

This is the right booklet for you **IF** you live in one of these Tennessee counties: Anderson, Blount, Bradley, Davidson, Hamilton, Knox, Madison, Maury, Montgomery, Rutherford, Sevier, Shelby, Sullivan, Sumner, Washington, Williamson or Wilson

How security deposits work



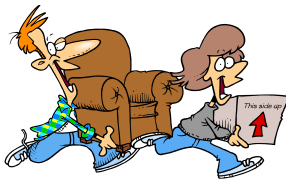
A security deposit is a one-time payment you make when you rent a place. Get a receipt that says “security deposit” and shows the date and amount you paid.

This is money to pay for damage you might do while you live there. The landlord must tell you which bank he puts your deposit in.

Does the lease say the security deposit is **non-refundable**? That means you will not get the money back when you move out.

The landlord **can't** keep your deposit to fix problems that were there before you moved in.

Before you sign a lease or move in



1. Make a list of the problems you see. Are small repairs needed? Ask the landlord to fix the problems **before** you move in. Sign and date the list. **Important!** Have the landlord sign this list **before** you sign a lease and move in. Keep a copy of the list in a safe place. You may need it to get your security deposit back when you move out.
2. Are big repairs needed? **Don't** sign a lease or move in.
3. What if the landlord only promises to fix it after you move in? Is this OK with you? Then have the landlord make a list and say when each will be fixed. **You and the landlord both need to sign the paper.** Keep a copy.
4. Also take pictures to show what the place was like before you moved in. Put the date on the back of the pictures. When you move out, this could help prove you did not cause these problems.

While you live in the place, tell your landlord right away if there are problems. Put it in writing and sign and date it. Give it to the landlord. Keep a copy. For example, tell the landlord if the roof leaks. If you don't tell, the leak will cause more stains on the walls or ceiling. The landlord could say this was your fault.

When you move out, make another smart move. Read your lease. It may have rules about moving out. You may have to tell your landlord in writing before you move. You may have to do this even if your lease is ending. You may have to pay extra if you move before the lease is up. You may not get your security deposit back if you move out early.

Take pictures of the place inside and out. Date the pictures. This can help prove how you left the place.



When you are ready to move, do a **walk through** with the landlord. You have **5 days** to do this. The 5 days start on the day you move out. Make a list of any damages. See if you and the landlord can agree on what you must pay for.

The landlord may give you a written notice of a time to do the walk through. **If you go,** together you make a list of what damages you must pay for.

What if you **agree to go but don't show up**? Check your lease. It may say that if you don't go, the landlord gets to decide all of the damages. He can take the cost out of your deposit.

You don't have the right to a walk through if you:

- Moved out without giving written notice **OR**
- Were evicted by a court order **OR**
- Don't ask for a walk through **OR**

- Don't answer when the landlord tells you about the walk through **OR**
- Don't show up for the walk through **OR**
- Don't tell the landlord how to reach you **OR**
- Abandoned the place by:
 - Being behind on rent **AND** leaving for 30 days or more without saying why **OR**
 - Being 15 days late with the rent **AND** it looks like you have left for good.

Ask the landlord for a **written list of damages he thinks you should pay**. He must do this before he fixes the problems. The list must say about what it would cost to fix the problems. It doesn't have to have the exact cost.

You **don't have to pay** for things that were damaged **before** you moved in. Check the list you and the landlord signed before you moved in. It says what was already damaged.

You don't have to pay for damage caused by just living there. This is called "normal wear and tear." It is things like a leaky faucet, worn rugs or paint wearing off. This happens when a place gets older.



You do have to pay for any extra damage you cause. **Extra damage** happens when you don't take good care of a place. **Examples:** broken windows, doors pulled off, cigarette burns in the rug, holes in walls or doors. Did you or someone you let in damage things? Then the landlord can make you pay for damages **AND** pay extra.

If you get a list of damages to pay, read it carefully. **Don't sign** this list unless **you agree you should pay** for the damages. Don't agree with the landlord's list? Then make a list of the items you **don't** think you should pay for. Sign and date this list and give it to the landlord. Keep a copy. If you have to go to court, the judge will look at your list. He will decide what things on the list you have to pay for.

What if the landlord still keeps your security deposit to pay for these damages? Then you may sue the landlord in General Sessions Court. The judge will decide how much of the deposit you get back. The judge will decide if you owe the landlord money for damages.

What if you move and owe rent or other money to the landlord? Then the landlord can use your security deposit to pay what you owe him.



If you **agree** with the landlord about what you should pay, then sign the list. Signing it means **you agree to pay** for the damages on the list. The landlord will take this money out of your security deposit. If the damages cost more than the deposit, you will have to pay more.

What if the landlord finds more extra damages later? He must find it within **30 days** of when you move out. **OR** find it within 7 days after a new renter moves in. He has to use the date that comes up first.

What if you don't go through the place with the landlord? He goes through the place alone. This is so he can make a list of what you need to fix. Does the landlord have to give or mail you the list and the repair cost? Yes, but **only if** you asked for this in writing ahead of time. Then he must give or try to mail you the list and the repair cost. **Make sure he has your new address.** The landlord must let you check the place to see if his list is right. He must let you do this before the place is cleaned or fixed.



Do you and the landlord agree on what you need to fix? Then you should both sign the list of repairs and costs. This is how much of your deposit the landlord can keep for repairs. Be sure to get a copy.

What if the landlord listed things you should NOT have to pay for? Then don't sign the landlord's list. Make your own list. Say what you should not have to pay for and why. Sign and date your list. Put your new mail address on the list. Give it to the landlord. Keep a copy.



Does the landlord agree everything was OK when you moved out? Then he should give your deposit back. He can give you the deposit. Or he can send a letter saying how much he owes you. If the landlord sends a letter, contact him right away. **If you wait more than 60 days**, he can **keep** your deposit.

Before you move out, pay all the rent you owe and any late fees. If you don't, the landlord can take it out of the security deposit.

When you move out, you will get the security deposit back **IF**:

- You don't cause extra damage **AND**
- You don't owe any rent when you move **OR**
- The landlord **didn't** keep your security deposit separate. It has to be in a bank account just for security deposits.

Be sure you give the landlord your new address. And ask in writing for your security deposit back **right away**. Put the date on the letter and keep a copy. If you don't, the landlord may try to keep your security deposit. If the landlord keeps your deposit wrongly, you may go to court to get it back.



What if the landlord doesn't give your deposit back?

- Did you pay the rent and leave the place in good shape? **OR**
- Did the landlord not tell you what bank your deposit was in? **OR**
- Did the landlord not put your deposit in an account with only security deposits? **OR**
- Did the landlord not give you a list of repairs your deposit should pay for? **OR**
- Does the landlord want you to pay for things that are not your fault?

Then you can **sue the landlord** to try to get your deposit back. You can do this in General Sessions Court. You don't have to have a lawyer.



Go to the General Sessions Court clerk's office. Fill out a civil warrant. The clerk will help you.

What if you can't pay the fee for filing the case? Ask the clerk if your income is low enough for a pauper's oath. If it is, you won't have to pay the fee before you file. After the hearing, the judge decides who pays the fee.

Ask the clerk how you will know when to come to court. You may have to call the clerk every few days to find out your court date. In Montgomery County, the clerk will put the court date on the warrant.

When you go to General Sessions Court

The judge listens to both sides and then decides the case. There is no jury. Take your list of what you should not have to pay for and why. Take any pictures you made. You can also take any witnesses with you.

In court, remember to be polite to everyone. Don't curse, yell, call anyone names or say they are lying. If you disagree with something, **wait until it is your turn to talk**. Then you can say why you disagree.

In Montgomery County, you may have 2 court dates. If you don't go both times, your lawsuit will be thrown out.

If you win in court, you will get a paper called a judgment. The paper says how much the landlord must pay you. Ask the court clerk how the court can help you collect the money.

Warning!

Your landlord can also keep your security deposit if you **abandon** your home. You abandon your home if:

1. You are behind on rent **AND** leave for 30 days or more without saying why **OR**
2. Your rent is 15 days late **AND** it looks like you have left for good.



If you abandon your home, the landlord can rent it to someone else. He can also sell anything you left there. **The landlord does NOT have to go to court first if you abandon the place.**

Legal Aid Society

of Middle Tennessee and the Cumberland

1-800-238-1443

It's a free call.

On the internet at **www.las.org**

NOTE: This pamphlet cannot take the place of legal advice. Each case is different and needs individual attention.