

Security Deposit

What is a security deposit?

It is money held by the landlord to pay for any damages beyond normal wear and tear that happen during the time that you live in the home. A security deposit is not an advanced payment of rent.

Damages can include actual damages to the home or property. The security deposit can also include having to clean the home, recovering rent that has not been paid, or paying late fees.

How much can the landlord charge me for a security deposit?

If your landlord owns six or more properties or has someone manage or collect rent on the property, then certain laws apply.

Under these laws, a landlord cannot ask you for more than two month's rent as a security deposit. For example, if your rent is \$300 per month, the landlord cannot charge you more than \$600 as a security deposit.

If your landlord owns five properties or fewer, the laws above do NOT apply. For this reason, it is very important to have a written lease. A written lease states how much the security deposit is, what you have to do to get it back, and when you can expect to receive it.

When can I get my security deposit back?

Your landlord does not have to give you back your deposit at the same time that you move out.

If your landlord owns six or more properties, the landlord must return your security deposit within 60 days from the date that the lease ended. If the landlord does not return your security deposit, then the landlord must give you a list of damages and the amount withheld from the security deposit.

If the landlord does not return your security deposit or give you a list of damages and the amount of those damages, then you can get twice the amount of the deposit plus costs and attorney's fees.

If the landlord owns five or fewer properties, the above does NOT apply.

To get your security deposit back, make sure that your landlord knows your new address.

If the landlord sends your deposit to your last known address (which can be the place that you just moved from) and it comes back, the landlord only has to make a reasonable attempt to find you. If your landlord cannot find you, the landlord can keep the entire security deposit after 180 days.

You can sue your landlord in small claims court for the return of your security deposit, but the landlord might file a counterclaim against you for any unpaid rent or damages to the home.

Ways to Protect Your Security Deposit

- BEFORE you move in, give the landlord pictures and/or a list of any damages in the home or on the property. Keep a copy of the pictures and/or list for your records, so when you move out, you are not charged for damages that you did not cause.
- Give the landlord your new address or an address where you can be contacted.
- Take pictures of the home when you leave.
- Leave the home clean.
- Keep receipts for cleaning.
- Have an independent witness look at the home, so that person can verify that the home was clean when you left. If possible, the witness should be someone who saw the home when you moved in.
- Try to have an independent witness with you when you talk to your landlord about a problem. It is better to put all communications with your landlord in writing. Keep copies of any letters or e-mails that you send.
- Ask your landlord to put any promises that they make in writing.
- If you leave without giving proper notice, check to see if someone else moves in. You may still be able to get some of your security deposit back if your landlord rents the home to someone else.

What is considered normal wear and tear?

Normal wear and tear happens when you use the property in a reasonable manner. For example, the carpet is worn from walking on it.

Your landlord CAN evict you for damages that happened because of unreasonable use, even if it was an accident. Examples include stained carpets or walls that are burned.

If you damage the apartment, your landlord can evict you, keep your security deposit, and sue you for the cost of repairs.

Take Your Belongings with You

When the lease ends, ALWAYS take your belongings with you. Do not leave anything, even for a day.

If you leave your property behind after your lease ends or you move out, the landlord may try to sell your property or throw it away. If your landlord puts your property in a storage unit, you will have to pay storage fees to get your belongings back.

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*The information and statements of law in this fact sheet should not be considered legal advice. This fact sheet is provided as a broad guide to help you understand how certain legal matters are handled in general. Courts may interpret the law differently. Before you take action, talk to an attorney and follow his or her advice. **Always do what the court tells you to do.***

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