

# Your security deposit

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## Purpose

The security deposit is the money you give the landlord when first renting the apartment or house. It is intended to cover damages that might be caused by the tenant during the term of the lease.

## Amount of your deposit

In Pennsylvania, the security deposit can be up to 2 months' rent in the first year. The amount of the security deposit paid to the landlord should be written on the lease, and you should get a receipt for the security deposit for your records. If you paid more than one month's rent deposit when you moved in, the amount over one month's rent must be returned at the end of the first year. **NEVER give your landlord money without getting a receipt! Don't pay the full security deposit until you have signed the lease and are getting the keys!**

## Bank account and interest

If the security deposit is over \$100, your landlord must put it in a bank account after the second year and give you written notice of the name and address of the bank and the amount of the deposit. Interest on the security deposit during the first year belongs to the landlord. After the first year, you are entitled to the interest on a security deposit over \$100.

## No deposit for assistance animals

Fair housing laws allow a person with a disability to request reasonable accommodations of rules and regulations to allow equal enjoyment of housing. This includes a request to have an assistance animal. An assistance animal is a service animal or emotional support animal for an individual with a disability. You can ask that the extra pet rent or security deposit be waived as a reasonable accommodation request.

You may need a letter from a doctor, therapist or caseworker saying your animal is an emotional support animal. The letter should explain that you have a disability and how the animal will assist you. A note from a doctor or therapist is helpful, but there is no need to provide medical records or a training certificate for the animal. The landlord should allow the assistance animal if the request is reasonable and will not impose an undue hardship. The landlord may not charge a "pet deposit" or additional fee, such as "pet rent."

## Getting your deposit back

You are moving out of the rental unit at the end of the lease and want to get your full security deposit returned. Your rent must be current when you move out. You must give the landlord a forwarding address in writing and surrender possession of the unit. This usually means returning your keys to the landlord or manager, although sometimes they ask you to leave the keys in the unit. Some will agree to a walk through inspection at move-out and you may want to use a checklist to confirm the conditions of the property upon move-out.

The landlord must take action within thirty days of date of tenant's surrender of possession as long as they have the tenant's forwarding address:

- return the full security deposit, or
- give the tenant an itemized list of damages and return whatever security deposit is left after damages.

If you fail to give the landlord your new address in writing, the landlord is not responsible for returning the deposit within thirty (30) days. If the itemized list of damages is not given in writing, the landlord gives up his right to sue the tenant for damages to the unit.

## Suing for your deposit

Pennsylvania law allows tenants to sue for damages if the landlord improperly refuses to return all or part of the security deposit. You can sue your landlord in the Magisterial District Court for the area where your apartment is located. If you are unsure which MDJ has jurisdiction, check with the County Court Administrator for the Court of Common Pleas or look for a map on their website.

The MDJ office has complaint forms to fill out with simple instructions and there are forms available online. You will have to pay the filing costs unless you have limited income and assets, in which case you can ask the court to waive the filing fees. To request a waiver of the fees, you need to fill out an IFP (in forma pauperis) application. If you do pay the fees and win your case, these costs will usually be added to the judgment amount.

**The tenant may sue for double the amount of the security deposit if the landlord does not send the list of itemized damages or return the deposit within (30) days.** The 30 days starts when the landlord receives notice of the forwarding address and possession of the apartment, whichever is later. If this is the case, be sure to say that you are asking for double the deposit in the complaint.

The MDJ will schedule the hearing, give you a copy of your complaint, and serve a copy on your landlord.

### ***Bring the following with you to the hearing:***

- 1) all rent receipts (or canceled checks or money order stubs) or proof that there was no balance owed at the end of the lease,
- 2) receipt for the security deposit, canceled check or lease agreement,
- 3) checklist or pictures when you moved in, if available and pictures when you moved out,
- 4) witnesses who saw you pay the deposit and/or who know the condition of your apartment when you moved in and moved out, and
- 5) a copy of the letter, email or text message that you sent to the landlord, giving your forwarding address.

### ***At the hearing, you will have to prove that:***

- 1) your rent was current,
- 2) you paid a security deposit,
- 3) you did not cause any damages and left the unit in the condition it was in when you moved in, minus normal wear and tear, and
- 4) you gave your landlord written notice of your forwarding address.

It is always a good idea to talk to a lawyer before suing for your security deposit. A lawyer can help you decide if you have a good case. If either side disagrees with the decision of the MDJ, they have 30 days to appeal to the Court of Common Pleas in that county. The procedure in the Common Pleas Court is more formal and more difficult for those without lawyers (pro se). If you win and the other side appeals, you may need to retain an attorney or get additional advice to proceed on your own.

A landlord who routinely refuses to return deposits or itemizes damages that are not true may be committing consumer fraud. The Unfair Trade Practices and Consumer Protection Law (UTPCPL) provides protections and gives the Pennsylvania Attorney General and consumers the right to sue for damages. This can include up to three times the actual damages and attorney fees.

*This handout contains a general statement of the law and should be used only as a guide.  
It should not be considered legal advice because everyone's case is different.  
The complete Self-Help Handbook for Tenants is available in electronic format  
at <http://www.northpennlegal.org> in our Resources Section.  
NPLS videos on rental housing are available on our website and at many area libraries.*