

Security Deposits

What is a security deposit? A security deposit is money paid in advance by the tenant to the landlord to cover potential property damage. Rent, application fees, rent paid in advance, and non-refundable fees are not considered security deposits. Unless you live in public or subsidized housing, there is no limit on the amount that can be charged as a security deposit.

Can I subtract the deposit from my last month's rent? No. Security deposits are separate from rent payments, and different laws apply. *Always pay your rent.* Not paying any part of the last month's rent can make you liable to the landlord for three times the amount of rent you don't pay. If you owe rent and there is no dispute over the amount you owe, the landlord can keep the security deposit for the amount you owe. If you move out before your lease is up, your landlord may subtract a reletting fee from your security deposit. There is no limit on the amount of the reletting fee, but if it is not reasonable it might be illegal.

When can my landlord withhold my security deposit for damages? The deposit can only be used to repair *substantial damage* to the property unless there are extra charges stated in the lease. Your landlord cannot withhold for damage caused by previous tenants, or for normal wear and tear to the property.

- *Normal wear and tear* – A worn carpet, peeling paint, or dusty fixtures are examples.
- *“Substantial” damage* - Damage due to accident, carelessness, or abuse of the property. A broken window, hole in the wall, or a large carpet stain are examples. You are responsible even if the damage was caused by a guest.
- *Charges in the lease* – Your lease may have special charges that can be taken out of the security deposit. For example, if your lease says that you can't paint the walls, but you do, some of your deposit can be withheld as a re-painting fee.

How can I get a refund of my security deposit? Protect your rights, and follow the terms of your lease.

Before move-in:	Before moving out:	At move out:
-Read the lease carefully for charges that might be withheld, like a re-painting fee. You can negotiate these before signing. -Do a walk-through <i>inspection</i> of the property with the landlord. -Take <i>photos</i> of existing damage or needed repairs. -Make a <i>written</i> list of existing damage, have the landlord sign it if possible.	-Check your lease in case it says something differently, but it is good to give your landlord at least 30 days written notice of your move-out date. Keep a copy of the notice. - If you didn't give 30 days' notice, check your lease. Some leases include a requirement of written notice of move-out for refund of the security deposit, but this must be <u>underlined</u> or bold print .	-Do a final walk-through inspection with the landlord. Ask the landlord for a written, signed list of damage to the property, and keep a copy. If the landlord won't do a walk-through, inspect the unit with a friend. -Take <i>photos</i> or videotape of the property and its condition. -Return all your <i>keys</i> to the landlord. -Give/send the landlord your forwarding address in <i>writing</i> . (It does not need to be where you live, only a reliable place to receive mail.) Keep a copy of the notice. Your landlord has 30 days from the date you move (or the date you provide notice of your new address, whichever is later) to send a refund of your security deposit.

What if I've moved and my landlord still won't refund my deposit? Your landlord has 30 days from the date you move (or 30 days from the date you give written notice of your forwarding address) to refund your security deposit. If the landlord withholds for repairs, you are entitled to a *written, itemized list* of the damage and cost of repairs and balance of your deposit after the repairs are subtracted. If you disagree with the deductions or your deposit is not refunded, you can sue in small claims court to recover the entire amount. Contact the Justice of the Peace court in the precinct where the property is located for instructions and forms. Find more help from the Texas Tenant Advisor, www.texastenant.org.