

SECURITY DEPOSITS

WHAT IS A SECURITY DEPOSIT?

A security deposit is money you give to your landlord to protect the landlord against any damages you might make to the property during the time you live in it. Your landlord can use the deposit to cover any unpaid rent or damages to the housing when you move out. If there are no damages or unpaid rent, your landlord should give your security deposit back to you.

HOW MUCH CAN LANDLORDS CHARGE FOR SECURITY DEPOSITS?

In Louisiana, there are virtually no limits as to the amount a landlord can require as a security deposit, but typically they range in value equal to half or up to a full month's rent. Beware of landlords that charge more than this amount. If your landlord has asked you for an unusually large security deposit, he/she may be unlawfully discriminating against you and could be reported to the U.S. Department of Housing and Urban Development or the Fair Housing Action Center.

WHAT CAN A LANDLORD DEDUCT FROM MY DEPOSIT?

Your landlord can deduct unpaid rent and the cost of repairing damages from your security deposit. Also, if you fail to give your landlord the proper notice that you are moving out, your landlord can keep your security deposit. Read your lease agreement carefully to figure out what "proper" notice is according to your agreement. Read your lease agreement carefully to ensure you give proper notice.

Your landlord cannot keep your security deposit for any type of damages. Specifically, he cannot keep your deposit to repair "normal wear and tear." Some examples of normal wear and tear are: a worn carpet; worn finish on hardwood floors; faded or dingy paint; or small holes in screens. Examples of things that are not normal wear and tear are: broken windows; holes in the walls; leaving trash that has to be thrown away; or leaving the property dirty.

Any time the property is damaged by a storm, fire, vandals or some other cause, tell your landlord right away. The landlord cannot charge you for repairs if you, your family or guests did not cause the damage.

GETTING YOUR SECURITY DEPOSIT BACK

By just taking a few steps, you can put yourself in the best position to recover all of your security deposit.

1. When you move in

- Get a payment receipt for your security deposit and keep it.
- Make a list of defects or things that are wrong with the property and get your landlord to sign and date it. Take pictures of the defects and keep copies of the pictures in a safe place.

2. Provide move-out notice

- Once you are ready to move, give your landlord the proper kind of notice according to your lease agreement (i.e., thirty day written notice). Include the date you will be vacating the property. Send that written notice to the landlord via certified mail with a Return Receipt.
- Keep a copy of the notice for your records, as well as the proof of mailing so you can prove that you gave the correct notice.

2. Provide move-out notice (cont.)

- If you are a month-to-month tenant with no written lease agreement, by Louisiana law you must give 10-day notice.
- If you know where you will be living after you move, give your forwarding address to your landlord so he/she knows where to send your security deposit.

3. Moving out

- If you have not already done so give your landlord a forwarding address. Send this information to your landlord with a Return Receipt so you have proof that you sent it.
- Return the keys on time and to the proper person.
- Make sure your rent is paid and up to date when you leave, since your landlord can deduct unpaid rent from your security deposit.
- Make sure the property is clean when you move out.
- Take pictures of the property as you are leaving it, have a friend or relative look over the property with you, or do a walk-through with your landlord.
- Go over any possible damages, documenting as much as possible.

4. Getting your deposit back

- If 30 days pass and you have not received your deposit, tell your landlord in writing that you have not received your deposit back and that you can sue the landlord for not returning the deposit.
- Keep a copy of the notice for your records, as well as the proof of mailing so you can prove that you gave the correct notice.

If your landlord refuses to return your deposit and cannot provide a valid reason for keeping your deposit, you can sue him/her in court. If you are successful, the court can order your landlord to return your deposit, pay your court costs and attorney's fees, and pay a \$200 penalty.

However, if you owe your landlord money, the landlord could bring a claim for the money you owe to counter your claim for the deposit. If you owe the landlord more money than the landlord owes you, suing the landlord may not be a good idea. Still, the security deposit is the tenant's property and it is the landlord's burden to show that he/she has good cause to keep the deposit.

HOW LEGAL ASSISTANCE CAN HELP

If you have more questions concerning security deposits and your rights, please call the Fort Polk Legal Assistance Office at (337) 531-2580 for an appointment. Hours of operation are Monday through Friday, 0800 – 1130 and 1230 – 1630, and we are located in Building 1454 on Alabama Avenue, next to the Showboat Theater.