



Security Deposit Information Packet

This Information Packet contains general information about the law in Ohio. It is not legal advice.

Giving you this Information Packet does not make you a client of Advocates for Basic Legal Equality, Inc. (ABLE) or Legal Aid of Western Ohio (LAWO) or any of their employees.

Using this Information Packet does not make you a client of ABLE or LAWO or any of their employees.

This means that:

- ABLE and LAWO will not be providing an attorney for you;
- ABLE and LAWO will not review your individual situation;
- ABLE and LAWO are not responsible for any deadlines you may have or any legal requirements which may apply to your case;
 - You must find out what deadlines or requirements apply to your case on your own.

This Information Packet is not legal advice. It is general information. It is not a substitute for talking to a lawyer about your situation. You may still need help from a lawyer.

Legal Aid of Western Ohio, Inc. and Advocates for Basic Legal Equality, Inc. are non-profit law firms serving the civil legal needs of western Ohio's low-income individuals and families. This information is not legal advice. It is general information. It is not a substitute for talking to a lawyer about your situation. You may still need help from a lawyer.

Last updated November 2022

Security Deposit Packet

What is a Security Deposit?

A security deposit is an amount of money you pay to your landlord before you move into the rental unit. Your landlord keeps this money until the lease is finished. The money is held by the landlord during the term of your lease as “security” to make sure you do not break your lease or damage the rental unit.

Can I Get my Security Deposit Back?

When you leave the rental unit, you will be able to get your full security deposit back **IF**:

- You leave the unit in good condition; **AND**
- You are up to date on rent payments.

IF:

- You are behind in your rent; **OR**
- You have damaged the rental unit; **OR**
- You have not cleaned the rental unit; **OR**
- You have broken your lease

your landlord does not have to return the full amount of your security deposit.

BUT - Your landlord may keep only that part of the security deposit needed to pay for unpaid rent, repair damage you have caused, or clean your rental unit.

What Steps should I take to get my Security Deposit back?

1. **Give** your landlord **notice** that you are leaving;
2. **Give** your landlord a **forwarding address**; and
3. **Clean** the apartment; and
4. **Return** the keys to your landlord.

If I follow the steps, what does my Landlord have to do?

Within 30 days after the end of the lease **AND** the time you move out of the unit **AND** return the keys, your landlord **MUST**:

1. Return your full security deposit to you; **OR**
2. Return a portion of your security deposit **AND** tell you in writing exactly what the unreturned money was used for.

Legal Aid of Western Ohio, Inc. and Advocates for Basic Legal Equality, Inc. are non-profit law firms serving the civil legal needs of western Ohio's low-income individuals and families. This information is not legal advice. It is general information. It is not a substitute for talking to a lawyer about your situation. You may still need help from a lawyer.



What Should I do if my Landlord does not return my security deposit after 30 days have passed?

If your landlord does not return your full security deposit you may:

1. **SEND a Letter Demanding** Your Security Deposit
(See Sample: Letter Demanding Return of Security Deposit #1)

What Should I do if my Landlord does not return my FULL security deposit OR doesn't tell me in writing what the unreturned money was used for?

If your landlord does not return your full security deposit OR does not tell you in writing what the unreturned money was used for you may:

1. **SEND a Letter Demanding** your full security deposit OR that your landlord tell you, in writing, what the unreturned money was used for.
(See Sample: Letter Demanding Return of Security Deposit #2)

What Should I do if my Landlord does not return any portion of my security deposit OR I disagree with what the landlord kept my security deposit for?

If your landlord does not return your full security deposit you may:

1. **FILE** a Complaint in Small Claims Court.

Legal Aid of Western Ohio, Inc. and Advocates for Basic Legal Equality, Inc. are non-profit law firms serving the civil legal needs of western Ohio's low-income individuals and families. This information is not legal advice. It is general information. It is not a substitute for talking to a lawyer about your situation. You may still need help from a lawyer.

Last updated November 2022



Instructions: Letter Demanding Return of Security Deposit #1

USE the SAMPLE: Letter Demanding Return of Security Deposit #1

as a guide to help you fill in the blank form that follows:

1. Put the date here
2. Put your landlord's name and address here
3. Put your landlord's name here
4. Put the address of the rental unit you moved from here
5. Put the amount of the security deposit you paid when you moved in here
6. Put the last day of your lease here
7. Put the day you moved out here
8. Put the amount of the security deposit you wish returned here
9. Put the address where you want the security deposit sent here
10. Sign your name here

SIGN the letter

MAKE a COPY of the letter

SEND the letter to your landlord by **CERTIFIED MAIL** and request a return receipt

KEEP a copy of the letter **AND** the **RECEIPT** showing the letter was delivered to your landlord

Legal Aid of Western Ohio, Inc. and Advocates for Basic Legal Equality, Inc. are non-profit law firms serving the civil legal needs of western Ohio's low-income individuals and families. This information is not legal advice. It is general information. It is not a substitute for talking to a lawyer about your situation. You may still need help from a lawyer.

Last updated November 2022

SAMPLE: Letter Demanding Return of Security Deposit #1

Date: _____1_____

Landlord: _____2_____

Dear _____3_____ (Landlord):

I was your tenant at _____4_____, _____, Ohio.
When I moved in, I paid you a security deposit in the amount of \$_____5_____. My lease
ended on _____6_____ and I left the rental premises on _____7_____.

Ohio Revised Code §5321.16 states that within 30 days after termination of the rental agreement
and the tenant's delivery of possession, the landlord must return all or a portion of the tenant's
security deposit with a written explanation itemizing any deductions taken.

Please send me a check in the amount of \$_____8_____ at the following address:
_____ 9 _____

I appreciate your cooperation on this matter.

Sincerely,
_____10_____
Tenant

*Legal Aid of Western Ohio, Inc. and Advocates for Basic Legal Equality, Inc. are non-profit law firms
serving the civil legal needs of western Ohio's low-income individuals and families. This information is
not legal advice. It is general information. It is not a substitute for talking to a lawyer about your
situation. You may still need help from a lawyer.*

Letter Demanding Return of Security Deposit

Date: _____

Landlord: _____

Dear _____ (Landlord):

I was your tenant at _____, _____, Ohio. When I moved in, I paid you a security deposit in the amount of \$_____. My lease ended on _____ and I left the rental premises on _____.

Ohio Revised Code §5321.16 states that within 30 days after termination of the rental agreement and the tenant's delivery of possession, the landlord must return all or a portion of the tenant's security deposit with a written explanation itemizing any deductions taken.

Please send me a check in the amount of \$_____ at the following address:

I appreciate your cooperation on this matter.

Sincerely,

Tenant

Instructions: Letter Demanding Return of Security Deposit #2

ONLY Use this Letter Demanding Return of Security Deposit #2 **IF** your landlord sent you some money back but not all of it without you ever sending a letter **OR** responded to your first letter **BUT**:

1. Your landlord did not send a full refund; **OR**
2. Your landlord did not tell you in writing what the unreturned money was used for; **OR**
3. You disagree with the amount returned to you.

USE the SAMPLE Letter Demanding Return of Security Deposit #2

as a guide to help you fill in the blank form that follows:

1. Put the date here
2. Put your landlord's name and address here
3. Put your landlord's name here
4. Put the address of the rental unit you moved from here
5. Put the amount of the security deposit you paid when you moved in, here
6. Put the last day of your lease here
7. Put the day you moved out here
8. Put the date you sent your first demand letter here (Only keep this sentence if you sent Letter Demanding Return of Security Deposit #1. If you didn't, cross this sentence out.)
9. Put the date you received the amount returned by your landlord here
10. Put the amount of the security deposit that was returned to you here
11. Put the number of items from your landlords list of damages here. If your landlord gave you a list, keep this sentence. If your landlord did not give you a list, remove this sentence
12. List the deductions here. If your landlord gave you a list, keep this sentence. If your landlord did not give you a list, remove this sentence
13. Put the remaining amount of the security deposit you wish returned here
14. Put the date you want the remaining amount returned (2 weeks from the date you mail the second letter would be reasonable)
15. Put 2x the remaining amount of your security deposit here
16. Sign your name here
17. Put the address where the security deposit should be returned here.

SIGN the letter

MAKE a COPY of the letter

SEND the letter to your landlord by **CERTIFIED MAIL** and request a return receipt;

KEEP a copy of the letter **AND** the **RECEIPT** showing the letter was delivered to your landlord.

situation. You may still need help from a lawyer.

SAMPLE: Letter Demanding Return of Security Deposit #2

Date: _____ 1 _____

Landlord: _____ 2 _____

Dear _____ 3 _____ (Landlord) :

I was your tenant at _____ 4 _____, _____, Ohio.
When I moved in, I paid you a security deposit in the amount of \$ _____ 5 _____. My lease
ended on _____ 6 _____ and I left the rental premises on _____ 7 _____.

I had sent my 1st letter on _____ 8 _____ requesting a refund of my security deposit.
On _____ 9 _____, you returned a portion of my security deposit in the amount of
_____ 10 _____. You gave me a list of _____ 11 _____ things you say you used the unreturned money
for. I do not agree with the following deductions: 12

The things you say were damaged by me, existed when I moved into the rental unit or are
ordinary wear and tear. You are responsible for ordinary wear and tear.

Send a check for the remaining security deposit amount of _____ 13 _____ to the
address below. If I do not receive this remaining money by _____ 14 _____ I will be forced
to file a claim in small claims court. If I file in small claims court, I will ask for
_____ 15 _____. This is equal to double the amount of money you have wrongfully kept. I am
permitted to do this under Ohio law.

I sincerely hope that we can settle this matter without having to go to court.

Sincerely,

16

Tenant

17

Legal Aid of Western Ohio, Inc. and Advocates for Basic Legal Equality, Inc. are non-profit law firms serving the civil legal needs of western Ohio's low-income individuals and families. This information is not legal advice. It is general information. It is not a substitute for talking to a lawyer about your situation. You may still need help from a lawyer.

Second Letter Demanding Return of Security Deposit

Date: _____

Landlord: _____

Dear _____ (Landlord) :

I was your tenant at _____, _____, Ohio.
When I moved in, I paid you a security deposit in the amount of \$_____. My lease ended on _____ and I left the rental premises on _____.

I had sent my 1st letter on _____ requesting a refund of my security deposit. On _____, you returned a portion of my security deposit in the amount of _____ and gave me a list of the things you used the unreturned money for. I do not agree with the following deductions. The things you say were damaged by me, existed when I moved into the rental unit or are ordinary wear and tear. You are responsible for ordinary wear and tear.

Send a check for the remaining security deposit amount of _____ to the address below. If I do not receive this remaining money by _____ I will be forced to file a claim in small claims court. If I file in small claims court, I will ask for _____. This is equal to double the amount of money you have wrongfully kept. I am permitted to do this under Ohio law.

I sincerely hope that we can settle this matter without having to go to court.

Sincerely,

Tenant