



University of Illinois at Urbana-Champaign



**Did you get a visit by an "energy company" or "electric company" person? Did they ask for a copy of your electric bill? Ask if you had gotten your \$25 gift card? Tell you that you are paying too much for electricity or that there is a new program that will save you money?**

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ARCHIVED DOCUMENT: Security Deposit

## ARCHIVED DOCUMENT Security Deposit Information

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#### OUTLINE OF SECURITY DEPOSIT LAW

Your lease will generally contain a provision about a security deposit. Most provisions give the landlord the right to apply the deposit as compensation for damages (other than normal wear and tear) which you cause to the premises. Soon after moving in, you should make a detailed report of the condition of the premises so as to minimize your chances of being saddled for pre-existing damage.

Do not fail to pay your last month's rent simply because you have a security deposit which would cover the amount. Generally, neither you nor the landlord are allowed to apply that money to rent owing. If you do so, you may be forced to defend a rent claim action initiated by your landlord. Absent a legitimate defense, you will then be liable not only for the rent, but also court costs and, if your lease so provides, your landlord's attorney's fees.

If you are renting from a landlord who owns 25 or more rental units in a contiguous area, your landlord must pay interest upon the security deposit if he/she holds it for more than six months. The interest must be paid within 30 days after the end of each twelve month rental period. If you rent in the city of Urbana you are entitled to interest on all non-owner occupied property. Your landlord is excused from such payment only if you were in default under the terms of the lease. If you rent from a landlord owning a structure containing 5 or more rental units, your landlord cannot withhold any part of your security deposit as compensation for damages unless he/she has, within 30 days of the date upon which you vacate the premises, furnished you with an itemized statement of the damages for which you were allegedly responsible and attached estimates or paid receipts for the cost of repair. If your landlord gives you estimates only, paid receipts must be provided within 30 days from the date the estimates were furnished. If your landlord fails to comply with these requirements, he/she must return the security deposit in full within 45 days.

Before you move out, it's a good idea to contact your landlord and ask that he/she inspect the premises with you. This way you can find out what damages the landlord thinks you have done. You can then either dispute the damages or make an effort to repair them. In any event, if your landlord keeps part or all of your security deposit, and you believe it to be unjustified, contact him/her and try to work the problem out. If you fail, and still believe that you are entitled to money back, you may initiate a small claims action.

#### SECURITY DEPOSIT GAMES

##### Local Damage Deposit Games

While the start of a new semester means that a lot of your cash is leaving your possession, you may be in a position to expect some money coming your way, from last year's landlord. Yes, that security deposit could be on its way to you even as you read this. In fact, if you lived in a building that contained 5 or more rental units, you should already have at least some idea of what kind of refund to expect, if not the actual check in your hand. That's because your landlord has to provide you, at the very least, notice of what he or she intends to withhold from the deposit within 30 days of the expiration of your lease. If all you got was a list of estimated deductions, then your landlord has to provide you with proof of the legitimacy of these deductions, plus a check for the balance (if any) of your deposit within another 30 days.

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That's what the law says, for buildings of 5 units or more. If you live in a house, for example, these time constraints do not apply, and your landlord only needs to act on your deposit in a reasonable amount of time. In either instance, though, if your landlord has made deductions from your deposit it's important to take a close look at them and see if they're accurate, rational, or even real. For instance, you may have thought you left your apartment in stupendous condition, having cleaned every inch of every surface, dusted light bulbs, and vacuumed windowsills. Aha! You forgot all about the little Tidy-Bowl boat in your toilet tank. The skipper was shouting at the top of his little lungs "change me, change me," but you couldn't hear him due to the drone of the vacuum cleaner. That means that the landlord's cleaning service had to do the job, and one year tenants were charged \$6.00 a pop for this delicate and difficult labor. Consider the time it takes, and what hourly rate these people must be earning. It's enough to make you scuttle your plans for medical school.

Of course, when you moved in, you noted in detail what came with your apartment, and what didn't. Refer to that check-in sheet if you are now charged for missing closet doors, microwaves, lamps, Nordic Traks, etc., which were never there to begin with.

The flip side of this business practice is something to be aware of as well. If you were charged, say, \$200.00 to have your old unit repainted, run, don't walk, back there to see if it was in fact, painted. If it wasn't, why are you being charged? The landlord may say that painting is "planned," and he or she just hasn't gotten to it yet. That is simply an inadequate explanation, and you should get your money back.

Then there are charges that are just too strange to be believed. What do you make of a \$20.00 charge for "26 holes with liners," or \$7.50 for "bush abuse"? And is it possible for it to cost \$25.00 to have someone pick up a plastic bag of trash and place it in a dumpster? We are not making this up.

Of course, not all deductions are absurd or even particularly arguable. If there is a hole in one of your walls that just happens to be the size and shape of your roommate, your landlord is entitled to charge such repair against your deposit. And if you left your Rotweiler in your apartment while you went to St. Louis for the weekend, you're going to have to pay for Fido's damage.

If you sublet your apartment over the summer, consider damage your subtenants might have caused. You may have left the place spotless in May; however, your subtenants could have undone all your good work. The landlord can hold any and all of you responsible. If it goes to court, the judge may be sympathetic, as in the case of tenants whose subs trashed the house over the summer, leaving behind among other party favors, wall ornaments consisting of condoms. The judge found the tenants liable, but did observe that the subs, while slovenly, appeared to have had a pretty good time.

State law and local ordinance provide that, under certain circumstances, landlords who fail to properly account for and return security deposits can be punished for their shortcomings. No, you can't send them to their rooms, make them live in their own rental properties, or publish written apologies in the DI. What you can do is hit where it really hurts, in the wallet. For properties containing 5 units or more, the landlord must provide at least written estimates of damages within 30 days of the termination of the lease. That buys them an additional thirty days to provide proof of the repair of the damage and a check for the difference, if any. If this is not done, then the landlord must refund the deposit in full. That in itself can be a penalty; but wait, there's more. If you feel that your landlord refused to provide a statement of damages, or has provided you with one in bad faith, and one of our local judges agrees with you, then the landlord is liable to you for your deposit times two, plus court costs, plus your attorney's fees.

But wait, there's more. For properties containing more than 25 units, state law provides that the landlord must accrue and pay interest on your deposit, at the prevailing rate of interest. If this is not done and paid to you within 30 days of the termination of your lease, the potential penalty is an amount equal to your deposit, plus interest, plus court costs and attorney's fees. However, there's a catch; you cannot be in default in your obligations under the lease. Therefore, if you or any of your roommates owe rent, you have no legal right to seek this remedy.

If you live in Urbana, almost all rental property is subject to an Urbana city ordinance which provides identical protection for tenants. Some limitations exist: the deposit must be at least \$100.00, and the property must not be owner-occupied containing 3 units or less.

The point here is to read security deposit accountings with a critical eye, following up whenever possible to verify the alleged repairs, and to be suspicious of deductions that just don't make sense, no matter how small the charge. Student Legal Service is available to discuss all these issues with you, and to assist you in getting a fair return.

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