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ATTORNEYS AT LAW

New Rent Laws Course 102
Focus on security deposits and payment of advance rent

October 15, 2019

1. No deposit or advance shall exceed the amount of 1 month's rent under such contract.
2. Any amount that is not refundable must be reasonable and itemized due to non-payment of rent, damage caused by the tenant beyond normal wear and tear, non-payment of utility charges, moving and storage of the tenant's belongings.
3. After the initial lease signing but before the tenant begins occupancy, the landlord shall offer the tenant the opportunity to inspect, to determine condition.
4. If the tenant accepts the request of such inspection the parties shall execute a written agreement before the tenant begins occupancy of the unit attesting to the condition of the property and noting any defects or damages.
5. Upon the tenant(s) vacating the landlord may not retain the amount of the deposit due to any such condition noted in the agreement.
6. Within the reasonable time after notification of either parties' intention to terminate the tenancy, unless the tenant terminates the tenancy, with less than 2 weeks' notice, the landlord shall notify the tenant in writing of the tenant's right to request an inspection before vacating the premises and of the tenant's right to be present at the inspection.
7. If the tenant requests such an inspection, the inspection shall be made no earlier than 2 weeks and not later than 1 week before the end of the tenancy. The landlord shall provide at least 48 hours written notice of the date and time of the inspection. After the inspection the landlord shall provide the tenant with an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the tenant's deposit. The tenant shall have the opportunity to cure any such conditions before the end of the tenancy. Any statement produced pursuant to this paragraph should only be admissible in proceedings related to the return or the amount of the security deposit.
8. Within 14 days after the tenant has vacated the premises, the landlord shall provide the tenant with an itemized statement indicating the basis for the amount of the deposit retained if any and shall return any remaining portion of the deposit to the tenant.
9. If the landlord fails to provide the tenant with the statement and the deposit within 14 days, the landlord shall forfeit any right to retain any portion of the deposit.
10. In any actual proceeding disputing the amount of any amount of the deposit retained, the landlord shall bear the burden of proof as to the reasonableness as to the amount retained.
11. Any person who violates the provisions of this subdivision shall be liable for actual damages, provided a person found to have willfully violated this subdivision shall be liable for punitive damages of up to twice the amount of the deposit or advance.