

# What Can a Landlord Deduct From a Security Deposit for Cleaning and Repairs?

---

In most states and jurisdictions, security deposit laws allow a landlord to deduct from a security deposit for any damage or excessive dirtiness, but not for any expected, normal wear-and-tear.

Sometimes a security deposit is called a "damage deposit," and is generally some amount of money that the landlord is able to hold on to if a rental property needs any cleaning or repairs, in order to return the property to the condition it was in when the renter first moved in. Security deposits are for the benefit and protection of the landlord in the event that something on the property is really dirty or broken at the end of a lease. Landlords are not allowed to deduct from a security deposit for any items that suffer only normal wear-and-tear.

## **What Can and Cannot be Deducted from my Security Deposit?**

To clarify this point, here are some examples of things that landlords could deduct from a security deposit, meaning that the damage went beyond normal wear-and-tear:

- Excessive holes in walls from picture hangers
- Broken tiles or fixtures in bathrooms
- Stopped toilet due to misuse
- Broken walls
- Removing paint put up by tenant
- Tears, holes or burn marks in carpets or curtains
- Animal stains in the carpet caused by domestic animals or leaking fish tanks
- Broken windows and window screens
- Broken doors and locks
- Appliances broken by negligence
- Excessive filth in over or on stove by burners
- Clogged drains from misuse or negligence
- Broken or missing window blinds
- Flea and pest extermination
- Excessive mildew and mold in bathroom
- Excessively filthy bathtub, shower, sink, mirrors or toilet

Here is a list of things that are generally considered to be normal wear-and-tear which cannot, according to security deposit laws, be deducted from a security deposit:

- Faded paint or wallpaper due to sunlight
- Broken plumbing caused by normal use
- Dirty blinds and curtains
- Rug wear caused by normal use
- Furniture marks in carpet
- Warped doors caused by age, temperature or moisture
- Warped windows caused by the flow of the glass
- Dents in walls from door handles
- Broken appliances, if not from misuse
- Dusting
- Faded curtains
- Broken lightbulbs
- Replacement batteries for smoke detectors
- Picture or pin holes in walls, as long as not excessive

### **What happens if my Full Security Deposit is not returned?**

You have moved out of your old apartment or rental house and are settling into your new place when part of your old security deposit shows up with no explanation for the deductions. What are you to do?

In many jurisdictions, if a landlord does not return all of your security deposit, or returns a portion of the security deposit without a written explanation of everything that was deducted for you may be able to sue. In California, for example, the landlord must provide receipts for any repairs or cleaning over \$126. This action, allowed by security deposit laws, is generally called a Wrongful Withholding of Security Deposit or a Wrongful Retention of Security Deposit lawsuit. If you do decide to take legal action, you may be able to recover all or some of your security deposit.

### **What Can I do to ensure that I get all of my Security Deposit Back?**

There has been a recent trend in renting and security deposit laws that allows a tenant to request a move-out inspection from the landlord in order to maximize the return of the security deposit. A tenant that is thinking of moving out can request that the landlord, or one of the landlord's agents, walk through the rental unit and make a list of things that would be deducted from the security deposit if the tenant left right then and there.

By having such a list, the tenant can make the necessary repairs himself, thus saving himself from the landlord hiring a professional and deducting the cost from the tenant's security deposit.

For example: Tenant Bill is going to move out of his apartment in 3 weeks, but he is worried that he won't receive all of his security deposit back from his landlord, Larry. Bill requests that Larry walk through the apartment with him to point out anything that would be deducted from the security deposit. Larry notices that two of the doors inside the apartment are off their hinges and there is a stain, likely caused by Bill's dog, on the living room carpet. Bill, who is rather handy, fixes both doors and steam cleans the carpet before moving out, thus avoiding these two deductions from his security deposit.

This information is not intended to replace legal advice but instead to serve as a reference for further investigation. Landlord-Tenant Laws vary from state to state. It is provided as a courtesy, and the publisher will not be held liable for the correctness or legality of the provided information.