

Tenant's Guide to Getting Your Security Deposit Back

A security deposit is money a tenant pays to a landlord to protect the landlord against unpaid rent or damage to the home. It is your money. The landlord must give it back when you move unless you owe back rent or other amounts or have damaged the home.

Before You Move

Your right to get the deposit back will partly depend on how you leave the rental home. To improve your chances of getting some or all of the deposit back, you should:

- *Pay all rent that's owed—including rent for the last month you're there.*
- *Clean before you leave, including the oven, refrigerator, and carpet.*
- *Remove all of your property—including the trash.*
- *Take photos that show how you left the home.*

When You Leave

- *Return all keys to the landlord.*
- *Give the landlord a forwarding address to use for mailing your deposit.*
- *Keep physical proof of providing your landlord your forwarding address. Physical proof includes a printed copy of a text, an email, or a letter.*

Wait 30 Days

Your landlord has 30 days to either:

1. *Return your full deposit, or*
2. *Send you an itemized list of rent and fees owed, and damages greater than ordinary wear and tear, along with the balance owed.*

Suing for Your Deposit

You can sue the former landlord in Small Claims Court for up to \$6,000.

- *Ask for twice the amount of your deposit plus any other damage claims that you have against the landlord.*
- *When you go to court, take printed copies of your rent receipts, photos, and provide witnesses. Have three printed copies of your photos and rent receipts. The magistrate or judge will not be able to look at anything on your cellphone.*
- *The judge or magistrate will listen to the testimony and look at the evidence that you and your landlord present, and decide how much money if any your landlord is allowed to deduct from your deposit.*

When You're Entitled to Double Your Money Back

If you gave your landlord a forwarding address but the landlord does not return your deposit or send you an itemized list of damages, Ohio law gives you the right to sue for double the amount that the landlord cannot justify keeping.

Example: Deposit of \$500. The court finds that you owe only \$100 for damages greater than wear and tear. \$400 was "wrongly withheld." Your double damages are \$800.

And

If you win some amount in court, the law also lets the court order the former landlord to pay your attorney if you have one.