

difference between your deposit and actual damage within 30 days, then you can sue in court to recover double the difference between the security deposit and the amount of damage you actually caused.

For example, let's assume that your security deposit was \$500 and you caused \$100 in damage. You are entitled to \$400 back. If you give your landlord your new address but he or she doesn't return the \$400 to you within 30 days, then you can sue for \$800.

If you have not given the landlord written notice of your new address, you lose the right to this double recovery but you still have the right to sue for the deposit itself, or whatever part you think is due.

### ***Can I sue to get my security deposit back?***

If you have a problem getting a security deposit back, you can bring a lawsuit in a Magisterial District Judge Court or Municipal Court. Ask for the separate brochure titled District Justice Courts. For further information or help, see a private attorney or go to your local Legal Services office.



# Security Deposits

Public Information Pamphlet #18

*How much can my landlord charge as a security deposit?*

*How can I get my security deposit back when I move?*

*How soon after I move must my landlord return my deposit?*

*What happens if my landlord doesn't return my deposit?*

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REMEMBER. The law often changes. Each case is different. This pamphlet is meant to give you general information and not to give you specific legal advice.

*Please use the information found in this brochure carefully since the law is constantly changing and the information may not accurately reflect any changes in the law that occurred following the creation and publication of the brochure.*

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# Security Deposits

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■ **WHEN YOU** rent a house, apartment, or mobile home, you usually have to pay a security deposit to your landlord to cover possible damage to the premises or rent still owing when you move. This pamphlet describes your rights under a Pennsylvania law that limits how much a landlord can charge for a security deposit and states when and how the deposit should be returned to you, the tenant. The information in this brochure applies only to residential leases.

## ***How much can my landlord charge as a security deposit?***

The amount your landlord can charge as a security deposit depends on how long you have lived in your home.

- **First Year.** During the first year you live in a place, your landlord can charge no more than two months' rent as a security deposit.
- **Second Year.** After you have rented a place for more than one year, the landlord can charge no more than one month's rent as a security deposit. If your landlord charged more than that when you moved in, then your landlord must return everything above that amount.
- If you have lived in a place more than two years and your deposit was more than \$100, your landlord must put your deposit in a bank account which earns interest. Your landlord must give you a written statement of the amount deposited and the name and address of the bank. At the end of the third year of

your lease, and each year after that, you get the interest, minus 1% to cover the landlord's expenses. For example, if the security deposit is \$500 and it earns 5% interest, you would get 4% of the \$500, or \$20 each year, and your landlord would get 1% of the \$500, or \$5. A landlord, instead of paying interest or putting the money into an escrow account, may issue you a bond that guarantees that your money will come back to you at the end of the tenancy, with interest, minus damages.

- If your rent goes up, your landlord can raise your security deposit, within the limits discussed above. However, after you've lived in a place for five years or more, the landlord cannot raise the amount of your security deposit, even if your rent goes up.

## ***How can I get my security deposit back when I move?***

If you want to get your security deposit back, the most important thing for you to do when you move (or are evicted) is to give your landlord written notice of your new address. Do this just before or at the time you move. If you are not sure of your new address, give the landlord the address of a friend or relative, or a post office box, where you know you can be reached by mail. It's a good idea to send the notice by certified mail, return receipt requested, so you have proof that your landlord received the notice. You should keep a copy of your letter, the receipt you get when you send the certified letter (sender's receipt), and the card your landlord will sign (return receipt). Or you can hand the landlord your new address, with a witness present.

Make sure that you leave the rental unit clean, orderly, and in good repair. It is a good idea to take photographs or videos of the house or have someone walk through it with you as you are leaving, so that you will be able to prove that it was in good condition when you moved out. If there was damage when you moved in, try to have

witnesses or photographs to prove this, so that it is not blamed on you. Tenants are not responsible for normal wear-and-tear, such as faded paint and frayed carpets.

## ***How soon after I move must my landlord return my deposit?***

If you have given written notice of your new address, the law says that within 30 days after the end of the lease, your landlord must either

- return your entire deposit; or
- give you a written list of any damage he or she claims you caused and pay you the remainder of the deposit.

The law allows a landlord to keep all or part of a security deposit to cover other money you may owe under the lease, including rent. If you owe rent, the landlord can keep that money from your deposit without giving you any special written notice. If the security deposit isn't large enough to cover all the back rent or damage, your landlord can sue you for the balance.

If your landlord does sue you and the court finds that you caused damage to the rental unit in excess of the security deposit, the court can order your employer to deduct the money from your wages. See the separate brochure *Overwhelmed by Debts?* for more information about the steps that landlords and other creditors can take to collect debts.

## ***What happens if my landlord doesn't return my deposit?***

The law says that if your landlord doesn't give you a written list of damage within 30 days, then he or she

- loses the right to keep any part of your deposit; and
- loses the right to sue you for damage to the property.

Your landlord may also have to pay you extra money if he or she does not follow the law. If you have given your landlord your new address, in writing, and your landlord does not return the