

Getting Your Security Deposit Back

Should I use this publication?

Yes, if:

- you are a tenant
- you live in the place you are renting
- your landlord is **not** a housing authority or non-profit for low-income tenants

Do **not** use this publication if:

- You are in a subsidized housing program
- You live in a mobile home park where the landlord does not own the mobile home
- You live in employer-provided housing
- You have a commercial lease

If any of these describes you, get our publication on that type of housing at www.washingtonlawhelp.org.

How do I get my deposit back?

- **Before moving in**, get a written rental agreement (lease), condition check-in list, and receipt for your deposit from the landlord, landlord's agent, or manager.
- **Before moving out**, give the landlord or manager proper written notice and your forwarding address.
- **After cleaning**, take pictures or video. Have a witness inspect the place and take notes.
- **Move out**. Wait 21 days for a deposit refund and/or itemized statement of any amount the landlord will not give back.
- Send a **demand letter** for a deposit refund.

- **File a claim** in Small Claims Court.
- **Get ready for the hearing** if you have not settled the dispute.
- **Go** to the hearing.
- **Collect** the judgment.

You must take these steps to get your deposit back. (Read the state law at [\(RCW\) section 59.18.260 - 285](#).) We explain these steps more starting in the next section.

What can I do before I move in?

Get a Written Lease.

A landlord who collects any deposit or fee must give you a written lease. A landlord who did not give you a written lease cannot collect any money from you besides rent.

The landlord is liable for any deposits or fees s/he collects. There is no limit on how much a landlord can collect for a deposit.

What the written Lease should say:

It must tell you whether the money collected is a deposit or non-refundable fee (for cleaning, screening or application, or other reasons). Here are the most common fees and deposits, and how the landlord may use them:

- Damage deposit – the landlord may apply this towards any of his/her expenses repairing damage done to the residence by you or others there with your permission. The landlord **cannot** use it for things like nonpayment of rent.
- Security deposit - the landlord may apply this towards his/her actual losses from your violations of the lease.
Examples: not paying rent; damaging the residence. The lease must state when

the landlord can withhold a security deposit. The landlord cannot hold a deposit for “normal wear and tear.” What “normal wear and tear” is depends on how long you lived in the unit and what types of repairs normal use for that length of time causes.

- Cleaning fee - the landlord may apply this towards the expenses of cleaning the place after you move out. Some landlords ask for a nonrefundable cleaning fee. “Nonrefundable” means no matter how clean you leave the place, the landlord keeps the fee.
- Last month's rent paid in advance – This is not really a deposit. It is paying in advance of the rent for the last month you live there. The landlord can only use it for that month's rent. **Example:** the landlord cannot keep it for damages. The landlord must refund this if you already paid rent for that month and are moving out at the landlord's request, or after giving proper notice.
- Application or holding fee - You pay this to apply for a rental, or in return for the landlord's promise not to rent the place to someone else before you move in. Usually, the landlord keeps a holding fee or deposit if you change your mind and do not move in. If you do move in, the landlord must apply this fee towards your security deposit or first month's rent.

The landlord cannot keep any of the holding fee if the residence fails a tenant-based rental assistance program inspection (**example:** Section 8 Voucher Choice). However, the landlord does not have to hold the unit any longer for you. You and the landlord can still negotiate to keep the unit open for you.

If the lease does not say whether the money is nonrefundable, by law it is a refundable deposit. The lease must also tell you in writing the name and address of the

account where a deposit is held. You might need this information if you have problems collecting your deposit from the landlord.

Receipt for Deposit

The landlord must give you a written receipt for your deposit. Keep the receipt and your lease in a safe place. You will need them if you go to court. Make an extra copy to leave with a friend or relative in case something happens to the original.

Condition Check-in List

If your landlord collects a deposit, you both must sign and date a written check-in list or statement describing the unit's condition, cleanliness, and furnishings when you move in. The list should state all damages in the unit **even if the landlord says s/he will fix them or s/he will remember it and not charge you.**

You have the right to list all damages even if your landlord says not to worry about it. **DO NOT SIGN THE LIST UNTIL IT IS RIGHT.**

The checklist is very important. The landlord may try to blame you for damages that were there when you moved in. With the list, you can prove they were already there.

Get a copy of the checklist for your records. If you notice damage that you missed when you signed the list, ask the landlord to add these damages to the list as soon as possible. If s/he refuses, or does not get around to it within a week, write a letter stating:

- What the newly found damages are
- That you did not make those damages
- That the landlord should add them to the check-in list

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- ❖ You are entitled to get one free replacement copy of the checklist from the landlord if you lose yours.
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You should also take pictures or video of:

- Any major damages
- Any damages the landlord refused to put on the list
- Any damages you did not notice when you filled the list out

If the Landlord did not follow These Rules

If you paid a deposit you have to sue to get back, but did not get a check-in list, written lease, statement of where the deposit is held, or anything else the law requires, tell the judge your landlord should not be able to charge you for any damages you disagree with. **The landlord should not profit from breaking the law.**

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- ❖ If the landlord does not give you a checklist, you may sue to get your deposit back and get costs plus attorney's fees.
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What should I do before I move out?

Give Written Notice that you are Moving Out.

If you have a month-to-month lease (nothing is in writing, and your rent is due once a month), you must give your landlord at least twenty days' written notice before the end of the last month you want to stay. (See Sample Letter #1 at the end of this publication.) You do not need to have the notice notarized. The twenty days must fall before the start of a new rental period (usually the first of the month or the day you pay rent).

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- ❖ **Example:** You want to move at the end of June. You must give the landlord your notice no later than June 10th. If you did not get the landlord the notice by that time, you will owe rent through the end of July, unless the landlord gets another tenant sooner.
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You have no right to move out in the middle of a rental period unless your landlord agrees. (Get the agreement in writing.) If you do not give the right notice, or you move in the middle of a rental period without permission, you may owe an extra month's rent.

If you have a lease for a specific amount of time (**examples:** for six months or for one year), you can **move out without giving notice** at the end of the lease. It ends automatically, unless you renew it.

If you move out early, you could owe the landlord for rent covering the whole lease period. You would not owe that rent if the landlord agrees to let you move out early (get the agreement in writing), or if you are moving out early pursuant to one of your rights as a tenant. **Example:** in certain circumstances when the landlord refuses to make repairs after a written request.

Even if you move out early without the landlord's agreement or pursuant to a legal right, the landlord has a duty to try to rent your place to a new tenant. The landlord cannot charge you rent for periods that a new tenant is in the rental.

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- ❖ Our [Your Rights as a Tenant in Washington](#) publication has more about your right to move or how to give notice.
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Even If You Did Not Give Enough Notice, you might still be able to get all or some of your deposit back. The landlord can only keep your deposit for the reasons listed in the lease. A landlord can only use a damage deposit for damages, not for unpaid rent. The landlord can use a security deposit for additional rent only if the lease says so. The landlord has to try to re-rent your place. S/he cannot charge you rent for any period that a new tenant was living there.

Give the Landlord Your Forwarding Address in Writing

You can give your forwarding address either when you send notice that you are moving OR separately. If your landlord does not have your forwarding address, s/he cannot deliver or send your deposit or statement explaining why s/he is withholding any of it.

You do not have to give the landlord your new address. You can give any address or P.O. Box where you know you will get a letter. If you use someone else's address, tell the landlord to send you the deposit in care of that person so the Post Office delivers the letter.

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- ❖ Even if the landlord knows how to reach you, you must give your forwarding address **in writing** to protect yourself legally.
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Writing Letters and Keeping Copies

You should keep copies of every letter you send or get from the landlord. Any letter you write should:

- be dated
- be neatly written or typed
- include your signature and address

The landlord may not bring copies to court. If you do not keep copies, it will be hard to prove you gave proper notice, left a forwarding address, or even paid a deposit in the first place.

To prove you sent your notice on time, send it certified mail, and photocopy the envelope with the landlord's address and correct postage. Or have someone who could come to court as a witness mail or hand-deliver it for you. That person should write down the date, time, and place of delivery for future reference.

Should I do more than clean up the place?

Yes:

Have Someone Inspect the Place

Ideally, your landlord should inspect the place while you are there, and still living there. Then you can take care of any problems before the landlord does the move-out inspection.

If this is not possible, ask a neighbor or friend who is willing to be a witness in court to inspect your place. Ask the person to fill out a checklist like the one you got when you moved in.

Take Pictures or Video

If you cannot get someone to inspect your place, or if you know there will be disagreement even with a witness, take pictures or video of the place after you have cleaned.

What happens after I move out?

The landlord has 21 days after you actually move out to either:

- refund your entire deposit OR
- give you an itemized statement explaining why s/he is keeping any of the deposit

Your landlord must give you this in person OR mail it to your last known address. If you did not give your landlord a forwarding address, s/he should mail it to the place you rented. You should have the post office

forward all your mail AND give the landlord a forwarding address.

What if I do not get anything, or I disagree with what I get?

Your landlord must return all your deposit, or give you a letter stating why not. If you do not get anything from the landlord, or you disagree with what you get, you must send a demand letter. For help with your demand letter, use:

- our [Demand for Return of Security Deposit Interactive Interview](#) at www.washingtonlawhelp.org to create one

OR

- our packet called [My Former Landlord Says I Owe Damages. What are My Rights?](#) has instructions and sample letters

❖ Use [sample letter #2](#) at the end of this publication if you got nothing from the landlord.

What if my landlord still does not pay after I send my letter?

If your landlord ignores your letter, or you cannot settle the matter between you, you can sue in either District or Superior Court. Most people will find it makes more sense to handle the case without a lawyer in Small Claims Court (a division of District Court). This is much faster and cheaper. Our publication called [Small Claims Court](#) explains the general process of Small Claims Court, and how to collect if you win.

How do I file a claim?

First: Do not sue your landlord if you owe him/her as much or more than s/he owes you for your deposit. If you do sue your landlord, s/he can make a counter-claim for any money s/he feels you owe him/her.

Note: If the landlord did not give you an itemized statement within 21 days, s/he cannot counter-claim or ask for damages if you file an action. The landlord could still file a separate action against you.

❖ **Example:** you sue to get your \$300 deposit back. Your landlord counterclaims for \$600 for two months' rent s/he claims you did not pay. If you win, you get a judgment against your landlord for \$300. If your landlord wins his/her counterclaim, s/he gets a judgment against you for \$600. You end up owing your landlord \$300.

Our [Small Claims Court](#) publication has more about how to file a claim and present your case in court.

❖ If you sue your landlord and lose, you may also have to pay your landlord's court costs.

When you name the party you are suing, called the "defendant," you must name the owner **and/or** the manager or person to whom you pay rent. If you cannot find out who owns the place, try calling a title insurance company. (You can find their listings online or in the yellow pages.) Ask for the name and address of the owner of the property you are renting. Or the county assessor's office might help you find out who pays taxes on the property (usually the owner).

How do I get ready for court?

You should have at least two copies of all papers and documents you will need for trial, including:

- receipts
- move-in checklist
- canceled checks
- notices
- letters
- your lease
- any other documents showing you do not owe the money

If you will have witnesses, or use witness statements, make sure the witnesses will be in court. Most judges will not consider statements from witnesses who are not in

court to be questioned. If you plan to question your witnesses, tell them ahead of time what you will ask. Write down a list of important points to make and papers to give the judge, and the state law supporting your point.

❖ The last page of this publication has Sample Court Statements.

My landlord went through foreclosure. Can I still get my deposit back?

If the foreclosed-upon landlord did not refund your deposit or transfer it to a new owner after the sale, s/he is liable to you for up to twice the amount of your deposit, plus attorneys' fees.

This publication provides general information concerning your rights and responsibilities. It is not intended as a substitute for specific legal advice.

This information is current as June 2016.

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Sample Letter #1 *Intent to Move Out*

March 1, 2015

Joe Landlord
123 Maple Lane
Dollar, WA 98999

Certified Mail #

Dear Mr. Landlord:

I will be moving out of my apartment at 123 Tenant Road, #1, Dollar, Washington on March 31, 2012. Please send my deposit to 456 Tenants' Haven Drive, Dollar, Washington 98999.

Sincerely,

Ima Tenant

Sample Letter #2 *Sample Letter if You Received Nothing from the Landlord*

April 15, 2015

Joe Landlord
123 Maple Lane
Dollar, WA 98999

Certified Mail #

Dear Mr. Landlord:

As you know, I moved out of my apartment at 123 Tenant Road #1, Dollar, Washington on March 31, 2012.

Although I left the place clean, I still have not received my \$300 deposit. As I am sure you know, the Washington Residential Landlord-Tenant Act requires you to either refund my entire deposit or give me an itemized statement of why it's being held within 21 days after I move.

The Act also states that if a landlord doesn't send the statement within 21 days the tenant is entitled to a complete refund. Also, if you intentionally failed to return my deposit or send me the statement, I can ask the court for double the amount of my deposit.

Please mail my \$300 deposit to me at my new address: 456 Tenant Haven Drive, Dollar, WA 98999. If I do not receive your check within one week, I may file a lawsuit to recover my deposit. If this becomes necessary and I win, you may have to pay the costs of this lawsuit and attorney's fees.

Sincerely,

Ima Tenant

Sample Court Statements

Sample Court Statement for Not Receiving Anything

Your Honor, on November 3, 2010, I rented an apartment from defendant Joe Landlord, and gave him a \$300 deposit. Here are copies of my lease, the written check-in list we signed, and my deposit receipt. On March 1, 2012, I sent the landlord notice that I was moving and gave him a forwarding address. Here are copies of my letter and the envelope. On March 31, 2012, I moved. I waited 21 days. When I didn't get my deposit back or an itemized statement, I sent my landlord a demand letter. Here is a copy of my letter and the receipt showing he received it. Unfortunately, my landlord still hasn't returned my deposit, so I filed this lawsuit. Here is a copy of the Sheriff's affidavit showing that he served my landlord with my claim more than five days before trial. Under RCW 59.18.280, I feel I am entitled to double the amount of my deposit because my landlord intentionally failed to refund my deposit or provide me with an itemized statement. I also feel I should receive my \$10 filing fee and the \$25 fee the sheriff charged me to serve Mr. Landlord. I'd be glad to answer any questions you have.

Sample Court Statement for Pre-existing Damages and Excessive Charges

Your Honor, on November 3, 2010, I rented an apartment from defendant Joe Landlord, and gave him a \$300 deposit. Here are copies of my lease, the written check-in list we signed, and my deposit receipt. On March 1, 2012, I sent my landlord notice that I was moving and gave him a forwarding address. Here are copies of my letter and the envelope. On March 31, 2012, I moved. A few days later, my landlord sent me a statement saying I wouldn't get any of my deposit back. Here is a copy of the statement. The landlord is charging me for a broken window and replacement of the screen door. I'm not responsible for the broken window. As my neighbor George Goodbody can explain, a stranger broke the window. Here is a copy of the report I filed with the police. I also feel the landlord is charging me too much money to repair the screen door my son damaged. Here are two written estimates I got from building repair stores stating they would repair the door for far less. When I got the statement from my landlord, I sent him a demand letter explaining my position. He ignored it, so I filed this lawsuit. Here is a copy of the letter. I feel I am entitled to \$250 of my \$300 deposit. I should also get my filing fee and service costs.