



MARYLAND TENANTS RIGHTS:

Security Deposits

Prepared by

Legal Aid Bureau, Inc., Maryland

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What Is a Security Deposit?

Under Maryland law a security deposit is any money you pay your landlord to protect your landlord if you do not pay the rent or damage the property. A security deposit may also include the last month's rent.

Your landlord may not charge a security deposit of more than two months' rent. If your landlord charges more than the amount allowed, you can sue the landlord for three times the extra amount charged plus your attorney's fees.

When You Pay Your Security Deposit

Your landlord must give you a receipt for your security deposit. If your landlord does not give you a written receipt, you can sue your landlord for \$25. The receipt may be part of your written lease. The receipt should tell you that you have a right to receive a written list of all existing damages to the property. You must ask the landlord to send the list by certified mail within 15 days after you move in. If you make this written request, but your landlord does not give you the list, you can sue the landlord for three times the amount of your security deposit.

Your landlord must tell you in writing at the time you pay the security deposit that you have a right to be present at an inspection of the property when you move out. If your landlord does not give you this notice, your landlord may not keep any part of the security deposit to cover the costs of any damages when you move out.

When You Move Out

You have the right to be present at an inspection of your home, but you have to notify the landlord of the date you are moving out and your new mailing address. You must send this notice to the landlord by certified mail at least 15 days before you move out. If you send this notice to the landlord, the landlord must notify you by certified mail of the

time and date of the final inspection. The inspection must be within five days before or five days after your move out date.

Getting Your Security Deposit Back

Within 45 days after you move out, your landlord must return your security deposit minus the costs of any damages. Your landlord can keep the security deposit, or part of it, for unpaid rent or for the costs of repairing damages caused by you or your family, employees or guests. Ordinary wear and tear is not "damage." If the security deposit is \$50 or more and you lived in the property for more than 6 months, your landlord must pay you interest on the security deposit. If the landlord does not return the security deposit plus interest within 45 days, you can sue the landlord for three times the amount wrongly kept by the landlord and your attorney's fees. If your landlord keeps any part of the security deposit, your landlord must send you a written list of the damages within 45 days after you move out. The notice from the landlord must include a list of how much the landlord actually spent to repair the damage to the property. Your landlord may not keep any part of your security deposit for damages unless your landlord notified you of the charges and actually made the repairs.

Are There Exceptions to These Rules?

Some of these rules do not apply to a tenant who is evicted for breach of lease or who moves out of the property before the lease is over.

What To Do If You Were Evicted or Left without Telling Your Landlord

If you were evicted or if you left without telling your landlord, you may still be able to get your security deposit back.

You must mail your landlord a letter giving your present address and asking for the return of your security deposit. You must send this letter to your landlord within 45 days of being evicted or of leaving the property. Your landlord then has 45 days to send you a list of damages and charges claimed. If the landlord does not reply within 45 days and does not return the rest of your deposit within 45 days, you can sue for three times the deposit plus interest and your attorney's fees.

What To Do If You Have a Problem with Your Security Deposit

If your landlord does not give you proper information about your security deposit or does not return the correct amount of your security deposit after you move out, you can sue the landlord in court while you are still living in the property or within 2 years after your lease is over. You can ask the court for attorney's fees to cover the cost of an attorney you hired to get back your security deposit.

You may want to talk to an attorney about any problem you are having with your security deposit. You may be eligible for free legal services or advice from the Legal Aid Bureau, a law school clinic, or a "pro bono" project.

You can get the forms you need to file a small claims lawsuit against the landlord at your local district court. The forms are simple to use, and the court clerk can answer your questions about filling them out.

It costs about \$10 to file a small claims suit. You also must have someone give the papers to the landlord, or you or the court can send the papers by certified mail, restricted delivery, return receipt requested. You may not have to pay these costs if you are poor. Ask the district court clerk for the forms to ask for a waiver of these costs.

The protection that you have under Maryland's security deposit law cannot be taken away from you or changed by your lease.

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.