

KNOW YOUR RIGHTS: SECURITY DEPOSITS

NLSP provides
free legal
assistance to
low-income
residents of DC.



If you rent your home, you may have paid a security deposit to the property owner before moving in. Under DC law, any money you pay to the property owner as a 'security' that you will perform your obligations as a tenant is considered a security deposit, even if your property owner calls it something different.

01

Paying a Security Deposit

- Property owners do not *have* to charge a security deposit, but if they do, it can **not be more than the cost of one month's rent**.
- After paying a security deposit, the money is *still yours*. The property owner must store your deposit in an **interest-earning account** at a local DC financial institution.
- Every year, the property owner has to post the interest rate on your security deposit **in a noticeable place**.

02

When You Move Out

- The property owner can keep all or some of your security deposit for reasons described in your lease, such as property damage caused by you, or unpaid rent.
- The property owner **may not** keep any of your deposit because of normal wear and tear, routine maintenance needs, or anything not included in your lease.
- You are not required to make repairs for damage not done by you or your guests.
- The property owner **may not** keep your security deposit as a penalty for ending your lease early because of domestic violence.

03

Returning a Security Deposit

- Unless they have a legal reason to keep it, the property owner must return your security deposit and any interest owed within 45 days of your lease ending, even if you don't ask for it.
- If the property owner does not return your security deposit within 45 days,
 - They must send you a letter stating that they will keep some of the security deposit. They must **personally serve you** with this letter or **send it by certified mail**.
 - After sending this letter, they have 30 days to provide an itemized statement showing what was withheld from the deposit and return any remaining balance. If your lease was longer than 12 months, they must return the interest on your deposit as well.

04

Wrongful Withholding of Security Deposits

- If a property owner keeps your security deposit without legal reason, or violates any of the requirements listed above, your security deposit may have been **wrongfully withheld** from you.
- After your lease has been over for 45 days, you can challenge a wrongful withholding of your security deposit **within 3 years**.
- You can challenge wrongful withholding of your security deposit in the Office of Administrative Hearings (OAH) or through Small Claims at D.C. Superior Court.

Contact the Neighborhood Legal Services Program for free legal assistance by calling (202) 832-6577 or visiting www.nlsp.org