

# 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 are there.
- Clean before you leave, including such things as the oven, refrigerator, and carpet.
- Remove all of your stuff—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.

## Wait 30 Days

Your former landlord has 30 days to do one of two things:

1. Return your full deposit.

## Or

2. Send you an itemized list of damages (or unpaid rent) that accounts for all of the money the landlord has kept.

## Suing for Your Deposit

If your former landlord filed an eviction with money claims, you can counterclaim for the security deposit in your Answer.

## Or

You can sue the former landlord in Small Claims Court for up to \$3,000.

- 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 your rent receipts, photos, and witnesses.

## Normal Wear & Tear

The landlord can keep money from the deposit for damages that are more than “normal wear and tear.”

- There is no exact definition for “normal wear and tear.”
- Take pictures when you leave—and take them to court as evidence. Photos that are still in your phone are probably no help.
- If you go to court, the judge will look at the evidence that you and the landlord present and decide whether the damages were “normal” and how much (if any) money the landlord can 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 \$400. \$100 was “wrongly withheld.” Your double damages are \$200.*

## And

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