

Getting Your Deposit Back

Landlords must provide the applicant with a **written list of all deposits, fees, and rent** that are charged before landlord enters into new written rental agreement with an applicant or accepts any payment from an applicant. **A landlord must supply a receipt for any security deposit paid by the tenant ORS 90.300(2).**

Under Oregon State Law, Landlords are required to either return deposits or provide a written explanation as to how all or part of the deposit is being used within 31 days after a tenant has turned in the keys (ORS 90.300(10)).

- ◆ Deposits may be used to pay all unpaid rent and fees, and damages caused by tenant that are beyond normal wear and tear.
- ◆ You are responsible for thoroughly cleaning your home before moving out. Try to leave your home in as good (or better) condition as when you moved in.
- ◆ Check your rental contract. Sometimes there are rules listed in it about how landlords deduct cleaning costs from the deposit.
- ◆ **Make sure you have given the appropriate written notice to move out (usually at least 30 days) and have turned in your keys!**
- ◆ Also, make sure the landlord has a forwarding address for you.
- ◆ If you haven't moved out yet, you should walk through the apartment with the landlord to discuss its condition. During the "walk through" you can ask a friend or family member who doesn't live with you to accompany you as a witness. **Fill out a "Unit Condition Inventory" sheet which both you and the landlord should sign.** This sheet describes the condition of the entire apartment. **Make and keep a copy!** At the end of the "walk through" ask your landlord for an estimate of the deposit he or she will return to you.
- ◆ You can also photograph or videotape the home **before moving**. This a good idea if the landlord even if the landlord does a "walk through" with you.
- ◆ A landlord is not required to repair the damage in order to keep the deposit. However, the cost must be reasonable ORS 90.300 (6)(b).

If the landlord has not returned the deposit or provided a written explanation to how all or part of it is being used within 31 days of move-out:

Write a letter to the landlord stating that it is unlawful for the landlord to withhold the deposit without providing written explanation of how it is being used for more than 31 days after a tenant moved out. You should ask the landlord to respond immediately with their plans of returning the deposit. Send the letter with a certificate of mailing (NOT by certified mail), and make sure to **keep a copy of the letter!**

Tenants have the option of going to small claims court to sue their landlord for unreturned deposits. **Tenants can sue for twice the amount being wrongfully withheld (ORS 90.300[15]). You should observe a session of small claims court before filing a suit and should also be aware that landlords can file a counterclaim against you for damages.**

Move Out Charges

Have you been billed for damages and cleaning after you moved out of a rental unit? Here are some steps you can take to protect your rights.

You may feel like ignoring the bill, **but it is important that you deal with the bill as best you can.** Even if your landlord doesn't sue you for the money the landlord claims you owe, the charges might show up on credit or rental history reports. A prospective landlord might refuse to rent to you if a former landlord says that you owe money for damages or cleaning.

Your landlord can bill you to repair damages that are beyond “normal wear and tear”.

Unfortunately, there is no definition of “normal wear and tear”. Different landlords have different standards. Generally, damage beyond normal wear and tear would include extraordinary, unforeseen costs to repair the unit after a tenant moves out. Tenants are not responsible for the regular costs for preparing the unit to be re-rented. Ultimately, however, a small claims court judge would have the final say. It may be in your best interest to resolve the problem without going to court.

1. Write your former landlord as soon as possible and ask for documentation and additional detail on the charges. Be very specific in your questions. Ask which specific areas of the unit were cleaned and the hourly rate paid to the workers. Ask for copies of receipts for the items the landlord charged to you. Also, ask your landlord in writing for the original receipts for the items that need to be replaced, so that you have an idea about how old those items were. Set a reasonable time limit for your landlord to respond. Mail your letter with a proof of mailing and **keep a copy of your letter.** You may need to exchange several letters before you get the answers you need.
2. The landlord must charge a reasonable amount for the services s/he is billing. Check to see if your landlord charged you a reasonable amount to make the repairs. Ask for estimates from different professionals (carpenters, plumbers, etc...) and check with stores for the prices of materials. Your landlord needs to charge you an amount that is consistent with the market rate. By comparing prices you'll get a good idea of what the market rate is. **Make sure you document your findings.** Also keep in mind that your landlord cannot upgrade at your expense. For example, your landlord cannot replace cheap carpeting with Persian rugs or a broken window with stained glass!
3. Also keep in mind that your landlord should take into consideration the age and the previous condition of the item into the cost of replacement. For example, if you damage a carpet beyond repair that was already several years old and would need to be replaced soon anyway, your landlord should only be able to charge you part of the replacement cost. Ask your landlord in writing for the original receipts for the items replaced and research their average lifespan by checking with professionals and businesses. **If the item outlived its average lifespan, you might not be responsible for replacing that item.**

Move Out Charges Continued...

4. While you are gathering information from the landlord, you should also collect any information you already have. Gather all your paperwork concerning your rental such as your rental agreement, move-in, move-out or other inspection forms and written information about deposits and fees you paid. (Never throw away any of the paperwork from your past rentals until at least a year after you move.) Talk to friends and family who helped you move in, move out or who visited your apartment often. They may be able to be witnesses for you.
5. Write down what cleaning you did and any expenses that you had.
6. Read up on your rights as a tenant and consider whether you have any claims against the landlord. Visit www.osbar.org/public/legalinfo/1061.htm or call the free TEL-LAW tape library at 503-620-3000 and request tape 1061 to learn more about tenants' rights. The law limits the time in which you can bring claims, so educate yourself on the law to make sure your claim is still good.
7. Once you have gathered all the information, write a very detailed letter to your landlord responding to the claims for cleaning and repair. Include copies of any receipts or statements written by your witnesses. You may want to tell the landlord of any damage claims you believe you have against him or her. **Keep a copy of your letter.**
8. If your landlord sues you, you will use the information you gathered to defend yourself and file counterclaims against the landlord. You could sue the landlord if you think you have claims that are more than the landlord's claims against you. Talk to a lawyer before you decide to sue the landlord.
9. Even if the landlord does not sue you, you should check your credit and rental record on a regular basis (every 6 months) to make sure the landlord's claims don't show up on your record. You have a number of rights concerning these records, including the right to add your own statement to your records. CAT can provide you with more information.
10. You may want to give prospective landlords your side of the story first if you think they will contact this former landlord for a reference.

Carpet Cleaning Charges (90.300(4)(c)) may be subtracted from your deposit if

1. The cleaning is done by a machine designed to clean carpet other than a common vacuum cleaner AND
2. The carpet was cleaned immediately prior to the tenant taking possession AND
3. The written rental agreement provides that the landlord may deduct the cost of carpet cleaning regardless of whether the tenant cleans the carpet before delivering possession.

Deposits

Move In

- Fill out a unit inventory and condition report
- Have the landlord (if possible) and a witness sign it
- Take pictures of the unit (do it now if you didn't do it at move in)
- Give copies of the report and the pictures to the landlord
- Mail a copy of the pictures to yourself and don't open the letter (post date is proof of when pictures were taken)
- Get a receipt of all deposits and fees paid Keep copies of the report, pictures, and the receipts!

Move Out

- Give your landlord a 30 day written notice
- Before turning in your keys, fill out another unit inventory and condition report
- Discuss the condition of the unit with the landlord Have the landlord and a witness sign it if possible
- Take pictures of the unit
- Give copies of the report and the pictures to the landlord
- Hand in keys (tenancy does not stop until you hand them in)
- Leave forwarding address
- Keep copies of the report and the pictures!



- Landlords have 31 days to return deposits
- Landlords must provide a specific "written accounting" of what the deposit was used for (90.300 (10))
- A tenant can only be charged for damage beyond "normal wear and tear" (90.300 (5))



- If a landlord does not return deposit or you want to dispute charges, send a letter stating that you have a right to receive your deposit back or receive a written accounting of what the deposit was used for
- You may ask for receipts for repairs and original receipts
- You may be able recover twice the amount illegally withheld in small claims court under ORS 90.300 (14) Give a specific date to respond by
- Keep copies of all letters sent and received!

UNIT INVENTORY AND CONDITION REPORT FORM

Protect yourself: if possible, take pictures when you move in and move out. Save copies of repair requests and any unnecessary bills. Bring along a friend or family member who doesn't live with you as a witness. Keep a copy for your records and give a copy to your landlord.

	Move-in			Move-out		
	Good	OK	Poor	Good	OK	Poor
Bathroom						
Tiles/ Countertops						
Faucets						
Hot & Cold Running Water						
Toilet flushes/ outside dry/ good condition						
Bathtub/Shower						
Cabinets close properly						
Towel Racks						
Plumbing doesn't leak/drip						
Walls clean/ no holes						
Door						
Light Fixture						
Mirror/ Medicine Cabinet						
Cleanliness						
Comments:						
Kitchen						
Refrigerator/ Freezer						
Ice trays						
Stove/ burners						
Range hood/ fan						
Garbage disposal						
Dishwasher						
Cabinets/ doors close properly						
Countertops stains, burns, damage free						
Sink works, stain and chip free						
Faucet / hot & cold running water						
Floor						
Appliance/ fixtures						
Walls in good condition/ clean/ no holes						
Blinds/ curtains						
Doors(s)						
Light fixtures work						
Comments:						
Living/ Dining Room						
Carpet/flooring						
Walls are clean/ no holes						
Blinds/ curtains						

