



Community Alliance of Tenants – Tenant Education

Information is for general information purposes only, and is not a substitute for the advice of an attorney.

Getting Your Deposit Back (ORS. 90.300)



If you live in the City of Portland: Portland changed their deposit laws (PCC 30.01.087) on March 1st, 2020. If you live in Portland, please refer to our Portland-specific resources on deposits. The zip codes 97233, 97236 and 97230 all have addresses may be listed as Portland, but that are technically in Gresham. To double check if you're address is officially in Portland, you can use: www.portlandmaps.com

If you live outside the City of Portland, see the rest of this handout: 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. 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**

to document the condition which both you and the landlord should sign. Make sure to keep a copy! At the end of the “walk through” ask your landlord for an estimate of the deposit they will return to you.

• You can also photograph or videotape the home **before moving**. This a good idea 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:

You can write a letter to the landlord stating that it is unlawful 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

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. Ask which specific areas of the unit were cleaned and the hourly rate paid to the workers. Ask for copies of original receipts of items being replaced to determine their age and of any new items they are replacing. 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. Your landlord needs to charge you an amount that is consistent with the market rate for services. 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. 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. Age and the previous condition of items should be factored 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.**

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. 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.**

7. 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. You can talk to a lawyer before you decide to sue the landlord.

8. 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.

9. 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
- Document the date of the pictures with a phone or timestamp feature in your camera.
- Get a receipt of all deposits and fees paid. Keep copies of the report, pictures, and 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.
- 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 in your letter.
- 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 | | | | | | |

| | | |
|------------------------|-----------------------------|-------------|
| <u>Move-in</u> | Tenant's Signature: _____ | Date: _____ |
| | Landlord's Signature: _____ | Date: _____ |
| | Witness' Signature: _____ | Date: _____ |
| <u>Move-out</u> | Tenant's Signature: _____ | Date: _____ |
| | Landlord's Signature: _____ | Date: _____ |
| | Witness' Signature: _____ | Date: _____ |

Sample Letter- Request for Return of Deposit After 31 Days

This is a sample letter to send to your landlord if you moved out more than 31 days ago and haven't received either your deposit or a written accounting of how the landlord used the money. The law requires that the landlord provide you with a statement within 31 days of move out.

Fill in the letter with your information and **save a copy of this letter for your records.**

(Date)
 (Landlord's Name)
 (Landlord's Address)

Dear (Landlord's Name):

By law I am entitled to receive either a full refund of my security deposit or an accounting of what the deposit was used for within 31 days from when I moved out. I moved out on (move-out date). I have not yet received the deposit or the accounting.

My current mailing address where you can mail the deposit refund or the accounting is:
 (Your New Address.)

Please let me know what you intend to do about the deposit within 10 days from the date of this letter. If I do not hear from you by 10 days from the date of this letter, I will file a claim for the full value of the deposit in Small Claims Court. Oregon Revised Statute 90.300 entitles me to twice the amount wrongfully withheld.

Sincerely,

(Your name)

(Your current mailing address)

Sample Deposit Dispute Letter

If the landlord has returned some of the deposit to you, but less than you think is fair, or none of your deposit, and you would like to dispute some or all of the charges, you can use this sample letter as a template. **As always, keep of copy of this letter for your records.**

(Today's date)
(Landlord's name)
(Landlord's address)
(Landlord's city, state and zip)

I wish to inform you that I received an accounting of alleged damages to the rental unit located at (your previous address), and believe that the charges are unreasonable. I am requesting that you send me copies of receipts for the items I am being charged as well as the original receipts for the items that needed to be replaced. For labor costs, please send me an accounting of hours spent and the hourly charges, including timesheets of employees or invoices as applicable. I also request the original purchase receipts for the items I am being charged to replace. I am sure you're aware that I can only be charged for damages beyond normal wear and tear of a rental unit.

| | |
|------------|-----------------------|
| Item _____ | Amount disputed _____ |
| Item _____ | Amount disputed _____ |
| Item _____ | Amount disputed _____ |
| Item _____ | Amount disputed _____ |
| Item _____ | Amount disputed _____ |
| Item _____ | Amount disputed _____ |

Please respond to me within 10 days of the date of this letter regarding this issue. If you do not respond to this letter within 10 days, I will pursue my legal options and may be entitled to recover twice the amount owed to me under ORS 90.300.

Sincerely,
(Sign your name here)
(Print your name here)
(Your current address)
(Your city, state, zip)