

# Security Deposits

Pennsylvania law limits the amount of the security deposit that the landlord can request from you and directs what the landlord must do with the security deposit. The law also tells you how to get your security deposit back after you move and sets forth what can happen to the landlord if your security deposit is not returned. The law does not allow the landlord to take these rights away in his lease with you.

## Amount of Security Deposit

- **First year you live in the property:** A maximum of two months' rent. For example, if your rent is \$350 per month, the landlord can require a \$700 security deposit during the first year in which you rent the property.
- **Second and following years you live in the property:** A maximum of one month's rent. The landlord must return any security deposit you paid that exceeds one month's rent at the beginning of the second year in which you rent the property.

## Interest on Your Security Deposit

- **First and second year you live in the property:** The landlord does not have to put the security deposit in a bank account.
- **Third and following years you live in the property:** The landlord must put the security deposit in a bank account which is separate from the landlord's bank account (unless it is \$100 or less). The landlord must also tell the tenant in writing the name and address of the bank and the amount of money in the account. Further, the landlord must pay the interest on the account to the tenant, if the account is an interest-bearing account.
- **Payment of interest to tenant:** The landlord must pay the interest on the account to the tenant each year.

## Recovering Your Security Deposit Back After You Move

- **Send a letter to the landlord on the day that you return your keys to him, requesting the return of your security deposit and the payment of interest, if owed. In this letter, you must provide the landlord with an address where he can send you your security deposit. If you do not provide an address, then you cannot sue for double the amount of your security deposit, as explained in more detail below.**
- **Hint:** Send the letter by certified mail and keep a copy of the letter for your records.

## **Landlord's Obligation After You Request the Return of Your Security Deposit**

- **The Landlord must return your security deposit within 30 days of the date of your letter or send you a written explanation as to why all or part of the deposit is not being returned.** In his written explanation, the landlord can refuse to return your security deposit, or he can reduce the amount that he returns, because of damages you caused to the property or because of your failure to either pay the rent or otherwise follow the lease.

## **What Happens if the Landlord Does NOT Respond to Your Written Request Within 30 Days?**

- **If the landlord then sues you for damages to the property:** The Magisterial District Judge must dismiss the landlord's suit.
- **You can sue the landlord in Magisterial District Judge court for TWICE the amount of the security deposit you paid.** However, if you file a lawsuit, the landlord is allowed to use actual damage to the property as a defense, but only to reduce the judgment to no lower than the actual amount of your security deposit. The Magisterial District Judge still must give you a judgment for the amount of your security deposit, even if actual damages are more than the security deposit.

## **What Happens if the Landlord Does Send You a Letter Within 30 Days or You Did Not Send a Letter Requesting Return of Your Security Deposit?**

- **You can still sue the landlord in Magisterial District Judge court,** but only for the amount of your security deposit. The landlord can claim the actual amount of damages to the property as a defense. If the damages are more than the amount of the security deposit you paid, the landlord can get a judgment against you for that amount.

## **When Can The Landlord Keep All Or Part Of Your Security Deposit?**

- **The landlord can keep all or part of your security deposit when you, your family or your guests damaged the property,** even if the damage was accidental. However, the landlord can only charge you for the actual, reasonable cost of the repairs. The landlord **cannot** charge you for "normal wear and tear" or to remodel the property. For example, the landlord cannot make you pay for a carpet that needs to be replaced because it is worn out from normal use. The security deposit may also be used to pay to clean the property, if it was not left in "broom clean" condition when you moved.

## What If The Landlord Keeps All Or Part Of Your Security Deposit For More Than Actual Damages?

**File a lawsuit for your security deposit with the Magisterial District Judge.** Pursuant to the decision in Wallace v. Pastore, 742 A.2d 1090 (Pa.Super.1999), the Pennsylvania Superior Court determined that a violation of the Pennsylvania Unfair Trade Practices and Consumer Protection Law occurs where a landlord keeps all or part of a security deposit for damages that are nonexistent or for repair charges that are excessive. If you believe that you can prove a violation of this same consumer protection law by a landlord, take your case to a lawyer or file a complaint with the Pennsylvania Bureau of Consumer Protection by telephone at 800-441-2555 or on the internet at [www.attorneygeneral.gov](http://www.attorneygeneral.gov)

**Please call Northwestern Legal Services at the phone number below  
if you have any questions about this pamphlet**

**(800) 665-6957  
In Erie County call 452-6957**

*We have attempted to ensure the accuracy of the information in this pamphlet at the time it was created or revised. However, the law does change, sometimes quickly and unexpectedly. Therefore, you should consult an attorney before taking or refraining from any action based on the information in this pamphlet.*

