



# SECURITY DEPOSITS

## KNOW YOUR RIGHTS

### AVOIDING DISPUTES:

The best way to avoid security deposit disputes is to be diligent from the very beginning of a tenancy. The tenant should thoroughly inspect the unit with the landlord prior to move in, and document in writing any pre-existing conditions. MOVE-IN, MOVE-OUT checklists signed by both parties are a great way to document these things. Photographs or a video upon move-in can be considered as an alternative option to document pre-existing conditions if a landlord is not present for a move-in inspection. Notifying the landlord **in writing** of any repair issues in the apartment throughout the duration of the tenancy is also important.

**Your Day in Court:** Depending where the hearing actually takes place, general procedure can vary between courts. Some courts only hear the beginning of the case at an initial appearance and set the case down for a trial at a later date if there is not a resolution. Photographs of the apartment, videos of the space, written requests for repairs throughout the tenancy, witnesses, and move-in/move-out checklists are all some examples of what tenants might choose to bring with them to court to prove their case. If you have questions about this process, it is best to consult an attorney. It's important to note that if your landlord is claiming damages to the apartment, he/she will need to supply something to the court to prove the claim (photos will generally be used for this).

The burden is on the tenant to refute these claims, for example by perhaps showing their own photos or having a witness testify. It will be up to the judge to decide whose case has the most merit, and at that point it will typically either be ordered that the monies be returned or not. Sometimes the money will be paid on the spot, or the judge will sign a judgment for the amount that is granted.

\*\* Remember, the best way to avoid security deposit disputes is to document, document, document from the start of the tenancy!\*\*

### 5555:

#### LANDLORD DUTY TO RETURN

The landlord must return the value of the security deposit, minus any legal deductions, to the tenant at the end of the lease or within a "reasonable time" thereafter. NYS law does not specify what this "reasonable time" is, exactly. Locally in Albany, 30 days from the time of move-out is often considered reasonable, though this may vary. The timeframe may have been defined in the lease agreement signed at the beginning of the tenancy - when in doubt, double check what was agreed upon. The tenant need not request the return of the deposit - it is the responsibility of the landlord to make arrangements for the monies to be returned.

