



## MOVING OUT

### NOTICE

If you decide to move out of your own free will, be sure to give proper written notice if you have a periodic lease, such as a month-to-month rental.

The landlord must get this notice by midnight the day before your rent is due for the last rental period.

For example, if you are renting on a month-to-month basis and you want to move out by February 1, you must give your landlord written notice of your intent to move before midnight, December 31.

Even if you are going to break the lease and cannot give proper notice, you still must give 3 days notice if you are moving between **November 15 and April 15**. By giving this 3 day notice, you will not be held responsible for any damage to water and utility pipes that may result from cold temperatures. You do not need to give your landlord notice that you are moving at the end of a fixed term lease that is not being renewed. See page 10 for more on fixed term and periodic leases.

### CONDITION OF PROPERTY

You must leave the apartment in the same condition as it was when you moved in, **except for normal wear and tear**. Clean carefully. Find out what your landlord expects the apartment to look like when you move out. When you are ready to leave, walk through the apartment with the landlord to make sure everything is OK. If the landlord says the apartment is in satisfactory condition, have the landlord put this in writing and sign it. **Keep a copy for yourself.**

### KEYS

When you leave, give your keys back to the landlord. Get a receipt saying that you returned them.



### NEW ADDRESS

Before leaving, give your landlord written notice of an address where you can be reached by mail. This way, the landlord can return your security deposit to you. If you do not want the landlord to have your new home address, give another address where you can get mail. For instance, you can use a post office box.



## **ROOMMATE SITUATIONS**

If you shared the apartment and not everyone is moving out, the landlord can collect the total rent from the tenants that stay in the apartment. Even after you move, you can be held responsible for your roommate's part of the rent if that person leaves without giving proper notice to the landlord or without paying the rent. If this happens, you can sue your roommate to get money back in Conciliation Court. To keep this from happening to you, give proper notice to the landlord that you are leaving and will not be responsible for future rent. This may not work if you signed a fixed term lease, but should protect you in a month-to-month rental (periodic lease).

## **SUBLETTING**

If you sublet, you are still responsible under the lease unless you get the new tenants to sign their own lease with the landlord. If this is not possible, draw up a written agreement between yourself and the new tenants, releasing you from any rent obligation and making them responsible for any damage.

## **SECURITY DEPOSITS**

Landlords usually ask tenants to pay a security or damage deposit when the tenant moves in. If the landlord wants to increase the amount of the damage deposit while you are living there, the same written notice is required as is required for raising the rent (see page 35). If you don't agree to the increase, you should answer the notice promptly with a written refusal, rather than pay the increase.

Tenants are **not** allowed to use the security deposit to pay the last month's rent. You should pay the last month's rent, move out, and wait for the return of the security deposit from the landlord after you move.

**Remember to give your landlord your new mailing address.**

If your apartment is sold during the time you are renting, the deposit must be given to the new owner or the tenant within 60 days. However, the new owner is responsible for returning the deposit even if the deposit was not transferred to them.

When you leave the apartment, the landlord must return your security or damage deposit with interest. The interest amount changed so you get 3% annual interest on the deposit up until August 1, 2003 and 1% each month after that. The interest on your security deposit does not begin to

build up until you pay all of the security deposit to the landlord. When you have paid the entire security deposit, the interest starts to build up the next month.

For example, if you move into an apartment in January that requires a \$600 security deposit and the landlord allows you to pay the security deposit at a rate of \$200 per month for January, February and March, the interest on the security deposit does not begin to build up until April (assuming the security deposit is fully paid by March).

The landlord must return the deposit with interest to you or send a written explanation for keeping any part of the security deposit **within 3 weeks** (21 days) after the end of the tenancy and after getting your new mailing address. If you moved out because the **building was condemned**, the landlord must return the security deposit **within 5 days** after you move (see page 27).

If there is any unpaid rent the landlord can take that amount out of the security deposit. If there are costs of getting the property back to the condition it was when you moved in the landlord can take that out of the security deposit too. This is things like cleaning, painting, new carpeting, etc. But, **you do not have to pay for "normal wear and tear."** Usually, "normal wear and tear" depends on the circumstances.

For example, if you lived in a place for 3 years and it needs repainting when you move, you can argue that this is normal wear and tear and you are not responsible.



But, if the home was freshly painted when you moved in 6 months ago and it needs repainting now, that probably will not be considered "normal wear and tear." So, you may have to pay.

If the landlord does not send back your security deposit or a written explanation of why the security deposit is not being returned, **you can sue your landlord for a to 2 times the amount of the deposit withheld plus interest.** Also, if your landlord withheld part of your deposit in "bad faith", you can be awarded up to \$200 in "punitive damages." "Bad faith" means that the landlord knew that withholding the money was wrong, but did it anyway.

If you got a written explanation and you disagree with your landlord's reasons for keeping the deposit, you can sue your landlord for return of the deposit. Your landlord will have to prove that the money was used

for repairs. You can bring these types of cases in Conciliation Court if your claim is for less than \$7,500. There is a filing fee to start the court case, but the court can waive (excuse) the fee if you cannot afford it. Ask the court clerk for the papers to waive the fee.

To protect yourself, make a list of everything that is wrong with the apartment before moving out and have the landlord sign it. Compare this list with the list you prepared when moving into the apartment. **Remember, it is very important to make a list before you move in and after you move out.** Sample check lists are included on pages 70-73 of this booklet.

### **PERSONAL BELONGINGS AND PROPERTY**

See pages 44 - 45 about your rights to your personal belongings and property.