

Landlord Tenant Resource Center

SECURITY DEPOSIT SELF-HELP PACKET

This Self-Help Packet includes:

- Frequently Asked Questions About Security Deposits for Residential Rentals
- Sample Demand Letter
- Sample Small Claims Statement of Claim
- Small Claims Statement of Claim
- Application to Proceed without Prepayment of Costs or Fees

Instructions:

- Read the Frequently Asked Questions.
- All of the forms mentioned in the Frequently Asked Questions are included in this packet.
- If you need additional information about court procedures, please visit the Court's website at www.dccourts.gov.
- If you need additional information on legal topics, please visit www.lawhelp.org/DC.
- If you need to speak to a lawyer about your security deposit issue, you may contact:

Consumer Law/Small Claims Resource Center

Hours: Wednesday and Thursday, 9:15 a.m. – 12 noon

510 4th Street, NW, Room 208

This is a walk-in service. No appointment is needed.

D.C. Bar Pro Bono Program Advice & Referral Clinic

2nd Saturday of each month ONLY, 10 a.m. – 12 noon

1525 7th Street, NW and 1640 Good Hope Road, SE

This is a walk-in service. No appointment is needed.

D.C. Law Students in Court Program

4340 Connecticut Avenue, Room 2018

(202) 638-4798

Call for current intake hours.

Frequently Asked Questions About Security Deposits for Residential Rentals

IMPORTANT NOTE: Some of the information in this Frequently Asked Questions may not apply to rental units that are owned or subsidized by the D.C. or federal government.

Q. What amount may my landlord charge for a security deposit?

A. The landlord may not charge more than the amount of one month's rent, and it may be charged only once.

Q. Is my landlord required to hold the money in a special account?

A. Your landlord must hold the deposit in an interest bearing account in a financial institution in the District of Columbia. The account must be for the sole purpose of holding security deposits. Your landlord can use the same account for more than one building. If you rent the unit for at least twelve months, the landlord is required to pay you the interest accruing on the security deposit, subject to any lawful deductions. The interest rate is adjusted every six months (on January 1st and July 1st).

Q. After I move out of my unit, how much time does my landlord have to return the deposit?

A. Your landlord has 45 days to either return the deposit with interest, or notify you in writing, that he or she plans to withhold the deposit and apply it toward the cost of expenses you are responsible for, such as repairing damage you caused to the property. The writing must be delivered to you in person or by certified mail to your last known address. Note: Your landlord must only pay you the interest on your security deposit if you lived in the unit for one year or more.

Q. What happens if the landlord keeps some or all of the security deposit?

A. Within the 30 days after the landlord notifies you that he/she will withhold your security deposit, your landlord must return the rest of the deposit, if any, to you. The landlord must provide you with a detailed statement of the repairs and other uses to which the deposit was applied. The landlord must also list the cost of each item.

Q. What can my landlord use my deposit for?

A. In general, a landlord can use a security deposit to make sure you have met your obligations as a tenant. The landlord is required to state in writing what your deposit can be used for, either in a written lease or in a written receipt for the security deposit. A landlord can, for example, state that your deposit can be used to pay for damage to the rental unit or if you move out while owing the landlord money for rent.

Q. Can my landlord charge me for repairs if I did not cause the damage?

A. Your landlord is responsible for paying for repairs to your rental unit, as long as the problems weren't caused by you or your guests. Your landlord is responsible for repairs that are the result of ordinary wear and tear. This includes items that break or deteriorate due to age or poor condition. If you or your guests damage the unit, accidentally or by neglect, then your landlord can charge you for the repairs.

Q. Can my landlord be penalized for failing to send me proper notice about why the landlord is keeping my security deposit?

A. If your landlord did not give you the proper notices and you sue him or her to get your deposit back, the court will presume that you are entitled to your whole deposit and any interest. The landlord will have to prove that you are not entitled to full return of the deposit and interest. This gives you an advantage in your case because in most lawsuits, the person who files the case must prove that he or she should win.

Q. How can I get my security deposit back if my landlord improperly withholds it?

A. There are several steps you can take. First, you may want to talk to your landlord or send a demand letter, asking the landlord to follow the law. Sometimes, this is enough to convince the landlord to return your deposit, and you can avoid the time and expense of a lawsuit.

You may want to get an advocate involved. The Office of the Tenant Advocate (OTA) may be able to help you contact your landlord to help you get your deposit back. You can contact OTA at (202) 719-6560.

You may file a lawsuit, usually in Small Claims Court, to try and force the landlord to return the proper amount. The form used to start a Small Claims case is called a Statement of Claim. If you decide to sue your landlord, the Small Claims filing fee will be between \$5 and \$45, depending on the amount you are seeking. If these fees will be a hardship to you, you can ask the court to waive the fees by filing an Application to Proceed Without Prepayment of Costs, Fees, or Security. The maximum amount of money you can seek in a Small Claims case is \$10,000.

Q. Can I sue for additional money if my landlord does not return my security deposit?

A. You may be entitled to what is called “treble damages”, or triple the actual money owed, if the court finds that the landlord acted in bad faith. The term “bad faith” means any unfounded or dishonest reason for not returning the deposit. Forgetting to return the deposit, bad judgment, or an honest belief that the landlord acted correctly is not bad faith.

Q. What can my landlord do if the damage to my rental unit or other charges were more than the amount of my security deposit?

A. The landlord can sue you, usually in small claims court, to try to get a judgment for any damage or other charges that are greater than the amount of your security deposit. If this happens, you can counterclaim against the landlord if you believe that you are entitled to get some or all of your deposit back. If you sue the landlord for return of your deposit, before he or she sues you, your landlord may be able to counterclaim for damage to the rental unit or other money the landlord claims you owe, such as unpaid rent.

Q. Can my landlord keep my deposit if I move out before my lease is over, if I move out without giving 30-days notice, or if I owe rent for some other reason?

A. Your lease or security deposit receipt should state the reasons the landlord can keep your deposit. A tenant who moves out before a written lease expires may owe the landlord rent through the end of the lease term. However, the landlord has a duty to mitigate damages, which means the duty to make a good faith effort to try to re-lease the unit. Tenants who are renting on a month-to-month basis or after a lease has expired are required to give a 30-day notice before they move out. The 30 days expires the first day of the first month at least 30 days after the date on your notice of intent to vacate. A tenant who does not do this may owe the landlord an additional month’s rent. Your landlord can agree to let you move out early without owing additional rent or, if the landlord is able to re-rent the unit, you may not owe the entire amount.

A tenant usually cannot decide to apply a security deposit to the last month’s rent or other charges without the landlord’s permission. However, the landlord may have the right to keep your deposit under the terms of your lease or the security deposit receipt if you move out while owing money for rent or other charges.

Even if the landlord does not have the right to keep your deposit under the terms of your lease or your security deposit receipt, if you sue the landlord to get your deposit back, the landlord may counterclaim for the rent or other charges you owe.

SAMPLE DEMAND LETTER

[TENANT'S NAME]
[ADDRESS]
[CITY, STATE, ZIP]

[DATE]

[LANDLORD'S NAME]
[ADDRESS]
[CITY, STATE, ZIP]

Dear [LANDLORD]:

As you know, I moved out of [COMPLETE ADDRESS OF TENANT'S FORMER RESIDENCE] on [DATE] and gave you the keys at the time. I also gave you my new address. When I moved into the rental unit, I paid you a security deposit in the amount of [\$XXX.XX]. I am writing to request that you return my security deposit immediately.

[ONLY INCLUDE THE PARAGRAPHS BELOW THAT APPLY]

It has now been more than 45 days since I moved out, and you have not given me any written notice about whether you will refund my security deposit to me. You are required by D.C. Municipal Regulations, Title 14, Section 309.1 to return my deposit or to notify me that you plan to withhold some or all of the deposit within 45 days of the end of my tenancy.

It has now been more than 30 days since you notified me that you would be withholding some of my security deposit. You are required by the D.C. Municipal Regulations, Title 14, Section 309.2 to return the balance of my deposit along with an itemized statement of each repair or other use authorized by my lease.

Because I lived in the rental unit for at least twelve months, you are required to pay interest on my security deposit, unless you can show that you used the interest for a repair or other use authorized by my lease.

In your letter dated [DATE], you stated that you are withholding [part of] my deposit for various repairs or other charges including [LIST]. I dispute these charges because [EXPLAIN].

I hope that we can resolve this dispute without going to court. However, if you do not return [\$XXX.XX] to me by [DATE], I will have no choice but to exercise my legal option to sue you in D.C. Superior Court.

Please contact me by phone at (XXX) XXX-XXXX if you wish to discuss this. You can send the deposit to the address listed above.

Sincerely,

SAMPLE STATEMENTS

CONTRACT

Plaintiff sues defendant for money due on a contract and states as follows: \$amount of claim plus interest and court costs. The Parties entered into a contract on date of incident a copy of which is attached hereto. Defendant has failed to perform as follows: explain how the defendant failed to perform the contract.

AUTOMOBILE COLLISION – ONE DEFENDANT

For damages to Plaintiff's automobile when in a collision with the automobile of the Defendant at address of incident on date of incident. \$ amount of claim plus interest and court costs.

AUTOMOBILE COLLISION – TWO DEFENDANTS

For damages to Plaintiff's automobile when in a collision with the automobile owned by Defendant name of owner of vehicle at and driven by Defendant name of driver of vehicle at address of incident on date of incident \$amount of claim plus interest and court costs.

AUTOMOBILE – PARKED

For damages to Plaintiff's automobile while parked at address of incident when struck by the automobile of Defendant on date of incident \$amount of claim plus interest and court costs.

AUTOMOBILE – CUSTODY

For damages to Plaintiff's automobile while in custody of the Defendant at address of incident on date of incident. \$amount of claim plus interest and court costs.

DEPOSIT – MERCHANDISE

For return of a deposit in the amount of \$ amount of claim paid to Defendant on date of incident for merchandise, to which deposit Plaintiff is entitled because: explain why Plaintiff is entitled to the deposit plus interest and court costs.

DEPOSIT – APARTMENT

For return of a deposit paid to the Defendant on date of incident for Apartment # apartment number at street address of apartment \$ amount of claim plus interest and court costs.

DEPOSIT – SECURITY

For return of a security deposit paid to the Defendant on date of incident for Apartment # apartment number at street address of apartment withheld by the defendant since date deposit was due from defendant \$ amount of claim plus interest and court costs.

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
Civil Division – Small Claims and Conciliation Branch
510 4th Street, N.W., Court Building B, Room 120, Washington, D.C. 20001
Telephone Number: (202) 879-1120 Website: www.dccourts.gov

Case No.: _____

Plaintiff(s)

Defendant(s)

vs.

Address

Zip Code

Phone No. _____

STATEMENT OF CLAIM

DISTRICT OF COLUMBIA, ss: _____ being first duly sworn on oath says the foregoing is a just and true statement of the amount owing by the defendant to plaintiff, exclusive of all set-offs and just grounds of defense.

Plaintiff/Agent (Sign and Print Name)

Address

City/State/Zip Code

Title: _____

Email

Phone No.

Subscribed and sworn to before me this _____ day of _____, 20____
(month)



(Notary Public or Deputy Clerk)

Attorney for Plaintiff (Sign and Print Name)

Bar No.

Address

City/State/Zip Code

Place Notary Seal Here

Email

Phone No.

NOTICE

(All parties must notify the Court of any address changes.)

To:
(1) _____ (2) _____
Defendant *Defendant*

Address *Home* *Business* *City/State/Zip Code*

Address *Home* *Business* *City/State/Zip Code*

You are hereby notified that _____ has made a claim and is requesting judgment against you in the sum of _____ dollars (\$ _____), as shown by the foregoing statement. The Court will hold a hearing on this claim on _____ in the Small Claims and Conciliation Branch, 510 4th Street, N.W., Court Building B, Courtroom 119.

See reverse side for complete instructions.

Bring this Notice with you at all times.



INSTRUCTIONS TO DEFENDANTS

IMPORTANT: IF YOU FAIL TO APPEAR AT THE TIME STATED OR AT ANY OTHER TIME THE COURT NOTIFIES YOU TO DO SO, A JUDGMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY, DAMAGES OR OTHER RELIEF DEMANDED IN THE STATEMENT OF CLAIM. IF THIS OCCURS, YOUR WAGES OR BANK ACCOUNT MAY BE ATTACHED OR WITHHELD OR ANY PERSONAL PROPERTY OWNED BY YOU MAY BE TAKEN AND SOLD TO PAY THE JUDGMENT. DO NOT FAIL TO APPEAR AT THE REQUIRED TIME.

Before any case goes to trial in the Small Claims and Conciliation Branch, a trained mediator will meet with all parties to see if a settlement can be worked out. If all parties are present when your case is called, you and the plaintiff will be able to see a mediator and may settle your dispute without having to go to trial.

You may come with or without a lawyer. The Statement of Claim indicates whether the plaintiff has a lawyer. If the plaintiff does have a lawyer and you wish to dispute the claim, it would be in your best interest to have your own lawyer.

If you wish to have legal advice and feel that you cannot afford to pay a fee to a lawyer, you may contact the Neighborhood Legal Services at (202) 269-5100 or The DC Law Students in Court Program at (202) 638-4798 or Legal Counsel for the Elderly at (202) 434-2170 or the Legal Aid Society at (202) 628-1161 or if you need further help come to Building B, 510 4th Street, N.W., Room 120, for more information concerning places where you may ask for such help. You may also consult the D.C. Bar Website at: www.lawhelp.org/dc. Act promptly.

If it is impossible for you to appear on the date of trial, attempt to contact the plaintiff to arrange a new date. If parties agree on a date, notify the clerk of the Small Claims Branch of this court. If parties cannot agree, you may contact the clerk who will inform you regarding procedures. If you do not appear on the new date, a judgment may be entered against you.

Whenever corresponding with the Small Claims clerk's office by mail, please include your case number and your date to appear in court.

You are given the following additional instructions in the event that you intend to appear without a lawyer.

If you have witnesses, books, receipts, or other writings bearing on this claim, you should bring them with you at the time of the hearing.

If you wish to have witnesses summoned, see the clerk at once for assistance.

If you admit the claim but desire additional time to pay, you must come to the hearing in person and state the circumstances to the Court.

PUEDE OBTENERSE COPIAS DE ESTE FORMULARIO EN ESPAÑOL EN EL TRIBUNAL SUPERIOR DEL DISTRITO DE COLUMBIA, EDIFICIO B, 510 4TH STREET N.W., SALA 120.

YOU MAY OBTAIN A COPY OF THIS FORM IN SPANISH AT THE SUPERIOR COURT OF D.C. BUILDING B, 510 4TH STREET N.W., ROOM 120.

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
FAMILY COURT and CIVIL DIVISION

Plaintiff/Petitioner

v.

Case no: _____

Defendant/Respondent

**APPLICATION TO PROCEED WITHOUT PREPAYMENT
OF COSTS, FEES, OR SECURITY (*In Forma Pauperis*)**
Form 106A

I, _____ am the (check one)

- Plaintiff/Petitioner Defendant/Respondent

I need an interpreter for this case. I speak the following language:
_____ [Insert Language].

I respectfully ask permission to proceed in this case without pre-paying costs or fees and without giving security for them because I am not able to do so without substantial hardship to myself or to my family. In support of this request, I state the following:

Check and answer only those that apply.

INCOME

1. I receive the following public benefits, and the law presumes that I am eligible to proceed without prepayment of costs, fees, or security (see D.C. Code § 15-712):

- Temporary Assistance for Needy Families (TANF)
- General Assistance for Children (GAC)
- Program on Work, Employment and Responsibility (POWER)
- Supplemental Security Income (SSI)

2. Even though I do not receive the above public benefits, I receive the following similar benefits and, therefore, request that my Application be approved:

- Interim Disability Assistance (IDA) because my SSI application has not been approved/certified
- Medicaid
- DC Healthcare Alliance or the following similar health benefits (describe)_____.

If you checked any of the above boxes, you do not need to answer any more questions and may skip to the section called "Declaration." Otherwise, you must answer the rest of the questions on this form. If additional information is required, you will be notified.

3. My total income over the past 12 months from all sources (including, but not limited to, my job, other wages or business income, rental income, pensions, annuities or life insurance payments, worker's compensation, unemployment compensation or insurance, annual interest or dividends, gifts, alimony or spousal support, inheritance or trust income) is \$_____.

4. I am presently unemployed. The last date I worked was on _____' _____.
Month Year

DEPENDENTS

5. How many people live in your household and depend on you for support: _____. Of these people, how many are minor children or elderly? _____.

ASSETS

6. I state the following about my property:

I have \$_____ in cash, including money in savings or checking accounts.

I own the vehicles, personal home, other real estate, stock, bonds, or other valuable property, besides household furnishings and clothing, listed below:

List the Property

EXPENSES

7. This is my best estimate of the monthly expenses for myself and the people in my household who depend on me for support:

Housing (rent, mortgage, taxes, & insurance): \$_____

Public Transportation and Gasoline: \$_____

Automobile Loan, Insurance, Maintenance: \$_____

Health (medical, dental, vision, prescriptions, insurance): \$_____

Food and other Household Necessities: \$_____

Utilities (including gas, electric, water, phone, internet): \$_____

Clothing: \$_____

Child Support: \$_____

Childcare (including diapers, daycare): \$_____

Other (explain in detail): \$_____

Total Estimated Monthly Expenses: \$_____

OTHER SPECIAL CIRCUMSTANCES

- 8. (Optional) Explain any other special circumstances that you want to have considered in support of your request, including any large monthly expenses, debts, wage or bank account garnishments, and/or judgments.

DECLARATION

REQUIRED: I solemnly swear or affirm under criminal penalties for the making of a false statement, which includes 180 days in jail or a \$1,000 fine or both, that I have read this Application and that the factual statements made in it are true to the best of my personal knowledge, information and belief.¹

Signature

Address

Phone Number

Date

**POINTS AND AUTHORITIES IN SUPPORT OF APPLICATION TO
PROCEED WITHOUT PREPAYMENT OF COSTS, FEES, OR SECURITY**

1. D.C. Code § 15-712.
2. D.C. Code § 22-2405.
3. Civil Rule 54-II, Domestic Relations Proceedings Rule 54-II, and Family Rule R.
4. *Adkins v. E.I. Du Pont de Nemours & Co., Inc.*, 335 U.S. 331 (1948).
5. *Harris v. Harris*, 137 U.S. App. D.C. 318, 322, 424 F.2d 806 (1970), *cert. denied*, 400 U.S. 826 (1970) (“*in forma pauperis* relief not limited to those who are public charges or absolutely destitute”).
6. *Green v. Green*, 562 A.2d 1214 (D.C. 1989) (statute “effectuates the fundamental principle that every litigant should be provided equal access to the courts without regard to financial ability”).
7. *Herbin v. Hoeffel*, 727 A.2d 883, 887 (D.C. 1999) (court officers serve process in *in forma pauperis* cases).
8. *Cabillo v. Cabillo*, 317 A.2d 866, 866 (D.C. 1974) (per curiam) (reversing denial of *in forma pauperis* status and mandating granting of petition where litigant’s income “only slightly above the welfare standard”).

¹ When you come to court, you may be asked questions about this Application. If your responses are not truthful, you could face additional criminal penalties.

SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
FAMILY COURT and CIVIL DIVISION

Plaintiff/Petitioner

v.

Case No. _____

Defendant/Respondent

ORDER

Having considered Plaintiff/Petitioner's Defendant/Respondent's Application to Proceed without Prepayment of Costs, Fees, or Security, it is hereby ordered that the Application is:

- GRANTED** in this Family Court case and, pursuant to Domestic Relations Rule 54-II, witnesses will be subpoenaed without prepayment of witness fees;
- GRANTED** in this Civil Division case and, pursuant to Civil Rule 54-II, the officers of the Court will issue and serve all process; witnesses will be subpoenaed without prepayment of witness fees;
- DENIED**
 - For the following reasons: _____

 - For the reasons stated on the record in open court and in the presence of the applicant or his or her counsel;

Date

Judge