SECURITY DEPOSIT:

The Landlord Tenant Act regulates security deposits and places a limit on the amount a landlord can charge. According to the law:

- During the first year of a lease, a security deposit cannot be charged in excess of two month's rent.
- At the beginning of the second year of a lease, a landlord cannot request a security deposit that is equivalent to more than one month's rent.
- At the end of the third year of the lease, the landlord must start giving the tenant the interest earned by the account, minus a 1% fee that the landlord may retain.
- After five years, the landlord cannot increase a security deposit even though the monthly rent may have been increased.

GETTING YOUR SECURITY DEPOSIT REFUND:

In order to get the security deposit returned, the tenant must give the landlord a forwarding address, in writing, and return the keys to the property.

Within 30 days after the tenant moves out, the landlord must either:

1. Return the security deposit

Or

2. Send the tenant a list of damages, the cost of repairs and any money remaining from the security deposit.

If the landlord does not provide a written list of damages within 30 days, they give up the right to keep any part of the security deposit. The tenant may:

1. Sue to recover the deposit without the landlord being able to raise any defense

Or

2. Sue for double the amount of the security deposit. In this case the landlord can counter claim for damages to his property.

Have A Consumer Complaint?

Need Consumer Information?

Need A Speaker?

DELAWARE COUNTY
OFFICE OF CONSUMER AFFAIRS
and
WEIGHTS AND MEASURES

GOVERNMENT CENTER BUILDING
201 WEST FRONT STREET
MEDIA, PA 19063

WWW.CO.DELAWARE.PA.US

PHONE: (610) 891-4865
FAX: (610) 566-3947

EVELYN YANCOSKIE

DIRECTOR CHIEF SEALER

all about

- RENTING
- LEASES
- SECURITY DEPOSIT

DELAWARE COUNTY
OFFICE OF CONSUMER AFFAIRS
and
WEIGHTS AND MEASURES

Government Center Building
Media, PA 19063

(610) 891-4865

BEWARE OF RENTAL LISTING AGENCIES:

These types of agencies frequently charge a fee for a computer listing of vacancies but ARE NOT agents for landlords. The same listings are generally available in the newspaper!

Insist on seeing the unit you would be renting.

CHECK FOR THE FOLLOWING:

- ✓ Security
- ✓ Laundry Facilities
- ✓ Parking Facilities
- ✓ Access To Public Transportation
- ✓ Noise From Neighbors
- ✓ Closet Space
- ✓ Garbage Disposal Facilities
- ✓ Drafty Windows
- ✓ Sufficient Outlets
- ✓ Storage Facilities
- ✓ Will Your Furniture Fit In New Rooms?
- ✓ Is Kitchen Adequate For Your Needs?
- ✓ Are Pets Allowed?

If possible, talk to other tenants to discuss the pros and cons of the unit or complex, particularly maintenance of the unit, building or grounds. You should also inquire as to promptness of repairs, and any problems with heat and hot water.

RENTAL APPLICATION AND CREDIT HISTORY:

Most landlords or agents will request an application and information on your employment, credit and references.

Find out if there is a fee and if all or part of it is refundable, should your application be denied. If you were then accepted, would this fee be applied to the first month's rent?

READ THE LEASE BEFORE YOU SIGN IT

Do not sign a lease unless all blanks are filled in or crossed out.

Be sure you are provided with a copy of the lease for your records.

SIGNING THE LEASE:

Be sure to get in writing any promised repairs, decorating, or replacement of appliances that the landlord verbally agreed to perform.

YOUR LEASE SHOULD CONTAIN:

- ➢ The term or length (one year, month-to-month, etc.).
- ➢ How to terminate or renew the lease.
- ➢ What services and utilities the landlord will provide.
- ➢ The specific address and unit number you are renting.
- ➢ A name and address where you send your rent payment and any penalties for late payment.
- ➢ How to request maintenance and repairs.
- ➢ Who to notify in case of an emergency.
- ➢ The amount of the security deposit.
- ➢ Under what conditions the landlord may enter your apartment.

REMEMBER! A LEASE IS A CONTRACT AND THE TERMS ARE BINDING ON THE PARTIES!

THEREFORE DO NOT SIGN A LEASE UNTIL YOU HAVE READ IT AND UNDERSTAND THE CONTENTS! BE CERTAIN THAT YOU AGREE WITH ALL RESTRICTIONS PLACED ON YOU AS A TENANT.

WHEN & AFTER YOU MOVE IN:

Immediately upon taking possession, inspect the apartment for existing damages and needed repairs. Itemize all findings and submit them to the landlord or agent by certified mail – return receipt requested. BE SURE TO KEEP A COPY FOR YOUR RECORDS. This should help in the event the landlord wants to charge your security deposit for damages created by someone else.

During the term of your lease all requests for repairs and notifications of problems should be sent to the landlord or agent in writing. Again, keep a copy for your records.

It is also a good policy to pay your rent by check and keep any of your cancelled checks.

WHAT CAN HAPPEN IF A TENANT DOES NOT PAY RENT!

Your landlord will give you a written notice to leave within 10 days.

Your landlord will also file in District Court to recover rent due and gain possession.

A hearing must be scheduled between 7 and 10 days from the date the landlord filed.

After the hearing, the judge must render their decision within 3 days.

A tenant may appeal an adverse decision, but now must pay the judgment or three months rent, whichever is less, to file the appeal.

If the judgment is against the tenant, the landlord will request an order for possession from District Court. The tenant will be immediately served with a notice to vacate within 10 days. On the 11th day, the tenant is subject to removal by force.