LEGAL RESEARCH & ANALYSIS SERIES

TENANT SECURITY DEPOSITS

50 STATES + DISTRICT OF COLUMBIA

A comprehensive micro-publication, educational image series, state-specific demand notices, and full statutory reference guide.

KNOW THE RULE. PRESERVE THE PROOF. DEMAND THE REQUIRED ACCOUNTING.

Inside this publication:

- Fifteen print-ready tenant education images
- One fill-in demand notice for every state and Washington, D.C.
- State-specific handling, notice, ordinary-wear, deadline, and remedy language
- A universal evidence and demand checklist
- The complete 50-state statutory guide as an appendix
- Glossary, detailed index, related publications, and author note

NOT READY TO SEND UNTIL ALL BRACKETED FIELDS ARE COMPLETED AND THE CURRENT LAW IS VERIFIED.

Prepared September 1, 2026 | General legal education only

EXPANDED COMPREHENSIVE EDITION

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Expanded comprehensive edition prepared September 1, 2026.

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SERIES

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State statutes may be supplemented or displaced by municipal ordinances, subsidized-housing rules, manufactured-housing laws, condominium rules, unit-count exemptions, owner-occupancy exceptions, bankruptcy, probate, military, or other specialized law. The property location and the type of tenancy matter.

TEMPLATES AND REMEDIES

A demand notice is an adaptable educational starting point. It may not satisfy a mandatory pre-suit form, waiting period, service method, or pleading requirement. Enhanced damages, attorney fees, forfeiture, and burden-shifting are not automatic and may depend on proof of bad faith, willfulness, forwarding address, demand, or other statutory conditions.

DEADLINES AND EMERGENCIES

Readers are solely responsible for calculating and preserving deadlines. If a limitation period, eviction, lockout, utility shutoff, housing emergency, or imminent court date is involved, promptly contact a licensed attorney, legal-aid organization, court self-help center, or appropriate public agency.

NO GUARANTEE

Although care was used in compiling the material, no warranty is made that every citation, summary, hyperlink, template, or page reference is complete, current, or suitable for a particular dispute. The enacted primary source controls.

Acknowledgments

This publication reflects a commitment to accessible, document-centered legal education.

TO TENANTS AND HOUSING ADVOCATES

Thank you to the tenants, families, community advocates, legal-aid professionals, and housing educators whose questions reveal where legal information is hardest to find and where plain language can make the greatest difference.

TO PUBLIC-INFORMATION STEWARDS

Recognition is also due to legislators, court staff, law librarians, agency personnel, and public-web administrators who help preserve access to statutes, regulations, forms, and procedural guidance.

TO READERS AND REVIEWERS

Every reader who verifies a citation, documents a move-in condition, keeps a mailing receipt, asks for an itemized accounting, or shares a reliable resource contributes to a more informed housing community.

TO FAMILY AND COMMUNITY

The author gratefully acknowledges the family, colleagues, mentors, fellow veterans, and community members whose encouragement supports the continuing Legal Research & Analysis Series.

EDITORIAL NOTE

The author accepts responsibility for the selection, organization, and plain-language presentation of this edition. Acknowledgment does not imply that any individual or organization reviewed, approved, or endorsed every legal conclusion in the publication.

Foreword: Information Changes the Balance

Security-deposit disputes are often small enough to be dismissed and important enough to affect a household’s next move.

WHY THIS GUIDE EXISTS

A tenant may know that money was withheld but not know which question to ask first: Was the deposit capped? Was it placed in the correct account? Was notice required? Does the claimed damage exceed ordinary wear? Was the accounting timely? What remedy applies? This publication turns those questions into a repeatable research method.

A DOCUMENT-CENTERED APPROACH

Good documentation does not guarantee recovery, but it improves clarity. A signed lease, deposit receipt, move-in inventory, dated photographs, repair requests, key-return proof, forwarding-address notice, postmarked envelope, and itemized statement can transform a disagreement into a record that a landlord, mediator, attorney, or court can evaluate.

STATE LAW IS THE STARTING POINT

The same factual dispute can produce different results across state lines. Some states regulate deposit amounts, bank disclosures, interest, inspection rights, or itemization in detail; others rely heavily on the lease and general contract principles. That variation is why each demand notice must be verified against current law.

THE GOAL

This is not a promise of victory. It is a tool for more equal participation: helping tenants speak with precision, preserve proof, recognize limits, and seek qualified assistance when the stakes or complexity require it.

About Lawanda Boddie-Slack

Published author, legal researcher, entrepreneur, disabled veteran, and creator of the Legal Research & Analysis Series.

RESEARCH AND EDUCATION

Lawanda Boddie-Slack develops plain-language, document-centered resources that translate complex legal procedures into practical research tools. Her work emphasizes governing authority, procedural deadlines, evidence preservation, and informed communication.

PROFESSIONAL BACKGROUND

Through JJLBS LLC and JJLBS Professional Administrative Services, her professional background includes Virginia traditional, electronic, and remote online notarization; loan signing; medical billing and coding; and medical auditing.

PURPOSE OF THE SERIES

The Legal Research & Analysis Series is grounded in the belief that understandable information should not be reserved for people who already know the language of law. Each publication encourages readers to verify primary sources, organize records, distinguish education from representation, and participate more meaningfully in systems that can otherwise feel inaccessible.

AUTHOR’S NOTE

Lawanda Boddie-Slack is not identified in this publication as the reader’s attorney. The author biography describes her research, education, and professional-service background and should be read together with the legal disclaimer on page 3.

Expanded Contents I: Publication Map

FRONT MATTER 2

- Copyright and Publication Information 2
- Legal Disclaimer 3
- Acknowledgments 4
- Foreword 5
- About the Author 6
- Expanded Table of Contents 7

HOW TO USE AND PREPARE 10

- How to Use This Publication 10
- Demand Notice Instructions 11

EDUCATIONAL IMAGE SERIES AND NOTICES 12

- Educational Overview 12
- Alabama - Arkansas image and notices 13
- California - Delaware image and notices 18
- District of Columbia - Hawaii image and notices 23
- Idaho - Iowa image and notices 28
- Kansas - Maine image and notices 33
- Maryland - Minnesota image and notices 38
- Mississippi - Nebraska image and notices 43
- Nevada - New Mexico image and notices 48
- New York - Ohio image and notices 53
- Oklahoma - Rhode Island image and notices 58
- South Carolina - Texas image and notices 63
- Utah - Washington image and notices 68
- West Virginia - Wyoming image and notices 73
- Clauses, Evidence, and Next Steps 77
- Universal Evidence and Demand Framework 78

Expanded Contents II: State Notices A-M

STATE-SPECIFIC DEMAND NOTICES 14

Alabama 14

Alaska 15

Arizona 16

Arkansas 17

California 19

Colorado 20

Connecticut 21

Delaware 22

District of Columbia 24

Florida 25

Georgia 26

Hawaii 27

Idaho 29

Illinois 30

Indiana 31

Iowa 32

Kansas 34

Kentucky 35

Louisiana 36

Maine 37

Maryland 39

Massachusetts 40

Michigan 41

Minnesota 42

Mississippi 44

Missouri 45

Expanded Contents III: State Notices M-W

Montana 46
Nebraska 47
Nevada 49
New Hampshire 50
New Jersey 51
New Mexico 52
New York 54
North Carolina 55
North Dakota 56
Ohio 57
Oklahoma 59
Oregon 60
Pennsylvania 61
Rhode Island 62
South Carolina 64
South Dakota 65
Tennessee 66
Texas 67
Utah 69
Vermont 70
Virginia 71
Washington 72
West Virginia 74
Wisconsin 75
Wyoming 76

REFERENCE GUIDE 79

Appendix Divider 79
Complete State-by-State Law Guide 80

BACK MATTER 107

Glossary 107
Index 111
Related and Companion Publications 117
Thank You from the Author 119

A Leveler for the Security-Deposit Dispute

Security-deposit disputes often feel one-sided because landlords may know the rules while tenants are left guessing. This publication helps level the playing field by pairing plain-language education with jurisdiction-specific notices. It does not guarantee an outcome, but it helps tenants identify the right questions, preserve evidence, and demand compliance in a structured way.

THE SIX QUESTIONS

1. How much may the landlord collect?
2. Where must the deposit be held?
3. What bank, account, interest, receipt, or bond notice must the tenant receive?
4. What is ordinary wear rather than tenant-caused damage?
5. When are the refund and itemized accounting due?
6. What consequences may follow noncompliance?

NAVIGATION

Educational overview	12	Nevada - New Mexico	48
Alabama - Arkansas	13	New York - Ohio	53
California - Delaware	18	Oklahoma - Rhode Island	58
District of Columbia - Hawaii	23	South Carolina - Texas	63
Idaho - Iowa	28	Utah - Washington	68
Kansas - Maine	33	West Virginia - Wyoming	73
Maryland - Minnesota	38	Clauses and evidence	77
Mississippi - Nebraska	43	Universal demand framework	78
		Full statutory guide appendix	80

IMPORTANT LIMITS

- Complete every bracketed field and calculate the deadline from the correct statutory trigger.
- Check current amendments, local ordinances, property type, unit count, subsidy rules, and landlord exemptions.
- Enhanced damages may require bad faith, willfulness, demand, pre-suit notice, proof of forwarding address, or a judicial finding.
- A demand notice should not be assumed to satisfy a state-specific pre-suit prerequisite unless its required form, method, content, and timing are met.

Prepare the Notice Before You Send It

The state pages are adaptable educational templates—not completed legal pleadings or automatic penalty demands.

1

CHOOSE THE RIGHT STATE

Use the law governing the rental property, not merely the tenant’s current residence or the landlord’s headquarters.

2

COMPLETE THE FACTS

Insert the parties, rental address, deposit amount, lease dates, possession date, forwarding address, and the exact relief requested.

3

CALCULATE THE DEADLINE

Determine which event starts the clock: termination, vacancy, surrender, delivery of possession, forwarding address, demand, or another statutory event.

4

SELECT THE NONCOMPLIANCE

Identify whether the dispute concerns safekeeping, bank or bond notice, interest, ordinary wear, itemization, supporting documents, timing, or wrongful withholding.

5

ATTACH THE PROOF

Include only relevant evidence and retain originals: lease, receipt, photographs, inspections, communications, postmarks, invoices, and payment records.

6

USE TRACKABLE DELIVERY

Follow any statutory service method. Preserve the mailing receipt, delivery confirmation, email headers, and a signed copy of the notice.

DO NOT SEND BRACKETS, ALTERNATIVE PHRASES, OR UNVERIFIED PENALTY LANGUAGE.

Delete inapplicable options, verify the current statute, and obtain legal advice when the amount, deadline, or remedy is disputed.

Know the Rule. Document the Deposit. Challenge Unlawful Deductions.

A state-by-state guide to deposit limits, safekeeping notices, ordinary wear, return deadlines, lease clauses, and remedies.

WHAT EVERY STATE ENTRY COVERS

- Controlling state statute or code section
- Maximum deposit or statewide cap
- Where the money must be held—and whether the tenant must be told the bank, account location, or bonding company
- Normal wear-and-tear limits on deductions
- Return and itemized-accounting deadline
- Consequences when the landlord does not comply
- Lease clauses that are void, prohibited, or limited

CORE DEFINITIONS

Ordinary wear and tear
Gradual deterioration from intended, careful use—not negligence, abuse, unauthorized alterations, or excessive filth.

Account-location notice
A duty separate from merely using escrow. A state may require safekeeping without requiring routine disclosure of the institution.

Automatic forfeiture
A clause claiming the tenant loses the entire deposit regardless of actual loss or itemization; these clauses often conflict with mandatory law.

Nonrefundable fee
The label does not control. Money that secures lease performance may legally remain a refundable deposit.

IMPORTANT LIMITS

- Property type, unit count, landlord status, subsidized housing, owner occupancy, lease length, age, military status, domestic-violence protections, abandonment, and forwarding-address rules can change the result.
- Cities and counties may impose stricter caps, interest, disclosure, documentation, and penalty rules.
- Enhanced damages are not automatic. Bad faith, willfulness, written demand, pre-suit notice, proof of forwarding address, and judicial discretion may control the remedy.
- Before calculating damages or filing suit, verify the current statute, effective date, local law, and tenancy-specific facts.

NORTH CAROLINA — HIGH-VALUE NOTICE RULE

Within 30 days after the lease begins, the landlord or agent must notify the tenant of the name and address of the bank or institution holding the deposit, or the bonding company. An out-of-state account is permitted only with an adequate bond. Willful failure to comply with the deposit, bond, or notice duties voids the landlord’s right to retain any portion.

Alabama • Alaska • Arizona • Arkansas

Alabama

Controlling law: Ala. Code § 35-9A-201

Deposit ceiling: One month's periodic rent, plus reasonable additional security for pets, alterations, or increased liability risks.

Where held / what tenant must be told: No statewide deposit-specific escrow, separate-account, interest, or bank-location disclosure requirement in the cited section.

Normal wear and tear: Only accrued rent and loss caused by the tenant's noncompliance may be deducted; ordinary deterioration is not tenant-caused compensable damage.

Return and accounting deadline: Refund and written itemization: 60 days after termination and delivery of possession. The tenant should give a written forwarding address.

Consequences of noncompliance: Failure to timely mail the refund or accounting makes the landlord liable for double the tenant's original deposit.

Unenforceable or limited lease clauses: A clause demanding more than the cap (outside the stated exceptions), authorizing routine-wear deductions, or eliminating the 60-day accounting duty conflicts with the statute.

Alaska

Controlling law: Alaska Stat. § 34.03.070

Deposit ceiling: Generally two months' rent; the cap does not apply when monthly rent exceeds $2,000. Additional pet security is permitted within statutory conditions.

Where held / what tenant must be told: Must be held in a trust account in a bank, savings-and-loan association, or licensed escrow agent and not commingled with the landlord's funds. The statute requires separate accounting; it does not generally require routine disclosure of the bank's identity to the tenant.

Normal wear and tear: Deductions may cover accrued rent and damage beyond normal wear and tear.

Return and accounting deadline: Generally 14 days when the tenant properly gives notice and vacates; up to 30 days in other statutory circumstances, with an itemized statement.

Consequences of noncompliance: The tenant may recover twice the amount wrongfully withheld.

Unenforceable or limited lease clauses: A lease cannot convert ordinary wear into chargeable damage or avoid the trust-account, return, and itemization duties.

Arizona

Controlling law: Ariz. Rev. Stat. § 33-1321

Deposit ceiling: One and one-half months' rent, although a tenant may voluntarily pay more.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location notice requirement.

Normal wear and tear: Deductions may cover rent, tenant-caused damage beyond ordinary wear, and other actual losses from tenant noncompliance.

Return and accounting deadline: Within 14 business days after termination, delivery of possession, and demand by the tenant, excluding weekends and legal holidays; itemization is required.

Consequences of noncompliance: Tenant may recover the amount due plus damages equal to twice the amount wrongfully withheld.

Unenforceable or limited lease clauses: The landlord may not require more than the cap by relabeling it, and a clause waiving the statutory refund/accounting remedy is unenforceable under the residential act.

Arkansas

Controlling law: Ark. Code §§ 18-16-301 to -306

Deposit ceiling: Two months' rent; the statutory subchapter generally exempts landlords owning five or fewer dwelling units unless managed by a third party.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location notice requirement in this subchapter.

Normal wear and tear: Only rent and reasonably necessary amounts for tenant-caused damage or lease noncompliance may be retained; ordinary wear is not a proper damage charge.

Return and accounting deadline: Refund and itemized list: 60 days after termination and delivery of possession.

Consequences of noncompliance: Tenant may recover the amount due, twice the amount wrongfully withheld, costs, and reasonable attorney fees, subject to statutory defenses.

Unenforceable or limited lease clauses: A covered landlord cannot use a lease label or forfeiture clause to defeat the cap, itemization, or return remedy.

ALABAMA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Ala. Code § 35-9A-201. The state-law summary provides: Return/accounting: Refund and written itemization: 60 days after termination and delivery of possession. The tenant should give a written forwarding address.

Safekeeping and disclosure: No statewide deposit-specific escrow, separate-account, interest, or bank-location disclosure requirement in the cited section.

Ordinary wear: Only accrued rent and loss caused by the tenant's noncompliance may be deducted; ordinary deterioration is not tenant-caused compensable damage.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Failure to timely mail the refund or accounting makes the landlord liable for double the tenant's original deposit. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Alabama quick reference — Deposit ceiling: One month's periodic rent, plus reasonable additional security for pets, alterations, or increased liability risks.
Lease-clause limits: A clause demanding more than the cap (outside the stated exceptions), authorizing routine-wear deductions, or eliminating the 60-day accounting duty conflicts with the statute.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

ALASKA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

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Applicable law. Alaska Stat. § 34.03.070. The state-law summary provides: Return/accounting: Generally 14 days when the tenant properly gives notice and vacates; up to 30 days in other statutory circumstances, with an itemized statement.

Safekeeping and disclosure: Must be held in a trust account in a bank, savings-and-loan association, or licensed escrow agent and not commingled with the landlord's funds. The statute requires separate accounting; it does not generally require routine disclosure of the bank's identity to the tenant.

Ordinary wear: Deductions may cover accrued rent and damage beyond normal wear and tear.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: The tenant may recover twice the amount wrongfully withheld. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Alaska quick reference — Deposit ceiling: Generally two months' rent; the cap does not apply when monthly rent exceeds $2,000. Additional pet security is permitted within statutory conditions.

Lease-clause limits: A lease cannot convert ordinary wear into chargeable damage or avoid the trust-account, return, and itemization duties.

Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

ARIZONA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

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Applicable law. Ariz. Rev. Stat. § 33-1321. The state-law summary provides: Return/accounting: Within 14 business days after termination, delivery of possession, and demand by the tenant, excluding weekends and legal holidays; itemization is required.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location notice requirement.

Ordinary wear: Deductions may cover rent, tenant-caused damage beyond ordinary wear, and other actual losses from tenant noncompliance.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover the amount due plus damages equal to twice the amount wrongfully withheld. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Arizona quick reference — Deposit ceiling: One and one-half months' rent, although a tenant may voluntarily pay more.
Lease-clause limits: The landlord may not require more than the cap by relabeling it, and a clause waiving the statutory refund/accounting remedy is unenforceable under the residential act.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

ARKANSAS

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

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Applicable law. Ark. Code §§ 18-16-301 to -306. The state-law summary provides: Return/accounting: Refund and itemized list: 60 days after termination and delivery of possession.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location notice requirement in this subchapter.

Ordinary wear: Only rent and reasonably necessary amounts for tenant-caused damage or lease noncompliance may be retained; ordinary wear is not a proper damage charge.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover the amount due, twice the amount wrongfully withheld, costs, and reasonable attorney fees, subject to statutory defenses. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Arkansas quick reference — Deposit ceiling: Two months' rent; the statutory subchapter generally exempts landlords owning five or fewer dwelling units unless managed by a third party.

Lease-clause limits: A covered landlord cannot use a lease label or forfeiture clause to defeat the cap, itemization, or return remedy.

Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

California • Colorado • Connecticut • Delaware

California

Controlling law: Cal. Civ. Code § 1950.5

Deposit ceiling: Generally one month's rent. A qualifying small landlord (no more than two residential properties and four units, with ownership restrictions) may generally collect up to two months' rent; special protections apply to service members.

Where held / what tenant must be told: The deposit is held for the tenant and is protected from the landlord's creditors, but no particular bank account or bank-location disclosure is generally required.

Normal wear and tear: No deductions for preexisting conditions, ordinary wear, cumulative wear, or automatic professional carpet/turnover cleaning. Charges must be reasonably necessary to restore the initial condition, excluding wear.

Return and accounting deadline: Itemized statement, refund, and required receipts/estimates: 21 calendar days after vacancy. The tenant also has statutory pre-move-out inspection rights. Current law includes electronic-return options in specified circumstances.

Consequences of noncompliance: Bad-faith retention may produce actual damages plus up to twice the security deposit; the landlord bears the burden on the reasonableness of deductions.

Unenforceable or limited lease clauses: A clause requiring automatic repainting, carpet cleaning, deposit forfeiture, or more security than permitted is void to the extent it conflicts with § 1950.5.

Colorado

Controlling law: Colo. Rev. Stat. §§ 38-12-102.5, -103

Deposit ceiling: Two months' rent.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: The landlord may not retain for normal wear and tear; deductions require actual, documented loss.

Return and accounting deadline: 30 days after lease termination or surrender, unless the lease validly allows a longer period not exceeding 60 days.

Consequences of noncompliance: Wrongful withholding may expose the landlord to treble the wrongfully withheld amount plus attorney fees and costs. A tenant ordinarily must give the statutory pre-suit notice.

Unenforceable or limited lease clauses: The lease may extend the return period only to 60 days; it cannot authorize wear-and-tear deductions, exceed the deposit cap, or eliminate statutory remedies.

Connecticut

Controlling law: Conn. Gen. Stat. § 47a-21

Deposit ceiling: Two months' rent for tenants under 62; one month's rent for tenants age 62 or older.

Where held / what tenant must be told: Must be held in an interest-bearing escrow account at a Connecticut financial institution, separate from the landlord's assets. Within 30 days after receipt or transfer, the landlord must give written notice of the amount held and the financial institution's name and address.

Normal wear and tear: Only actual loss from the tenant's failure to meet statutory duties may be deducted; ordinary wear is excluded.

Return and accounting deadline: Generally 21 days after termination or 15 days after receipt of the tenant's written forwarding address, whichever is later, with itemization and accrued interest.

Consequences of noncompliance: Failure can result in statutory liability up to twice the deposit (with separate treatment for interest-only violations) and other remedies.

Unenforceable or limited lease clauses: Deposit caps, escrow, interest, notice, and refund rights cannot be waived by inconsistent lease language.

Delaware

Controlling law: 25 Del. C. § 5514

Deposit ceiling: Generally one month's rent for a lease of one year or longer; exceptions include furnished units and certain shorter tenancies. Pet deposits have a separate one-month cap.

Where held / what tenant must be told: Must be in a designated escrow account at a federally insured institution with an office accepting deposits in Delaware. The landlord must disclose the account location; failure to disclose within 20 days after a written tenant request is especially significant.

Normal wear and tear: Deductions are limited to actual damage exceeding normal wear and tear (or not curable by painting and ordinary cleaning), rent arrears, and other listed items.

Return and accounting deadline: 20 days after termination for refund and itemized estimated repair costs. Tenant has 10 days after receipt to object in writing to listed deductions.

Consequences of noncompliance: Late return can produce double the amount wrongfully withheld. Failure to disclose the account location after written request, or improper out-of-state/noninsured placement, causes forfeiture; failure to pay after forfeiture can produce double the deposit.

Unenforceable or limited lease clauses: A clause cannot override the cap, escrow/location-disclosure rule, forfeiture consequence, or statutory accounting.

CALIFORNIA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Cal. Civ. Code § 1950.5. The state-law summary provides: Return/accounting: Itemized statement, refund, and required receipts/estimates: 21 calendar days after vacancy. The tenant also has statutory pre-move-out inspection rights. Current law includes electronic-return options in specified circumstances.

Safekeeping and disclosure: The deposit is held for the tenant and is protected from the landlord's creditors, but no particular bank account or bank-location disclosure is generally required.

Ordinary wear: No deductions for preexisting conditions, ordinary wear, cumulative wear, or automatic professional carpet/turnover cleaning. Charges must be reasonably necessary to restore the initial condition, excluding wear.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Bad-faith retention may produce actual damages plus up to twice the security deposit; the landlord bears the burden on the reasonableness of deductions. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

California quick reference — Deposit ceiling: Generally one month's rent. A qualifying small landlord (no more than two residential properties and four units, with ownership restrictions) may generally collect up to two months' rent; special protections apply to service members.

Lease-clause limits: A clause requiring automatic repainting, carpet cleaning, deposit forfeiture, or more security than permitted is void to the extent it conflicts with § 1950.5.

Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

COLORADO

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Colo. Rev. Stat. §§ 38-12-102.5, -103. The state-law summary provides: Return/accounting: 30 days after lease termination or surrender, unless the lease validly allows a longer period not exceeding 60 days.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement.

Ordinary wear: The landlord may not retain for normal wear and tear; deductions require actual, documented loss.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Wrongful withholding may expose the landlord to treble the wrongfully withheld amount plus attorney fees and costs. A tenant ordinarily must give the statutory pre-suit notice. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Colorado quick reference — Deposit ceiling: Two months' rent.
Lease-clause limits: The lease may extend the return period only to 60 days; it cannot authorize wear-and-tear deductions, exceed the deposit cap, or eliminate statutory remedies.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

CONNECTICUT

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Conn. Gen. Stat. § 47a-21. The state-law summary provides: Return/accounting: Generally 21 days after termination or 15 days after receipt of the tenant's written forwarding address, whichever is later, with itemization and accrued interest.

Safekeeping and disclosure: Must be held in an interest-bearing escrow account at a Connecticut financial institution, separate from the landlord's assets. Within 30 days after receipt or transfer, the landlord must give written notice of the amount held and the financial institution's name and address.

Ordinary wear: Only actual loss from the tenant's failure to meet statutory duties may be deducted; ordinary wear is excluded.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Failure can result in statutory liability up to twice the deposit (with separate treatment for interest-only violations) and other remedies. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Connecticut quick reference — Deposit ceiling: Two months' rent for tenants under 62; one month's rent for tenants age 62 or older.
Lease-clause limits: Deposit caps, escrow, interest, notice, and refund rights cannot be waived by inconsistent lease language.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

DELAWARE

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. 25 Del. C. § 5514. The state-law summary provides: Return/accounting: 20 days after termination for refund and itemized estimated repair costs. Tenant has 10 days after receipt to object in writing to listed deductions.

Safekeeping and disclosure: Must be in a designated escrow account at a federally insured institution with an office accepting deposits in Delaware. The landlord must disclose the account location; failure to disclose within 20 days after a written tenant request is especially significant.

Ordinary wear: Deductions are limited to actual damage exceeding normal wear and tear (or not curable by painting and ordinary cleaning), rent arrears, and other listed items.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Late return can produce double the amount wrongfully withheld. Failure to disclose the account location after written request, or improper out-of-state/noninsured placement, causes forfeiture; failure to pay after forfeiture can produce double the deposit. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Delaware quick reference — Deposit ceiling: Generally one month's rent for a lease of one year or longer; exceptions include furnished units and certain shorter tenancies. Pet deposits have a separate one-month cap.

Lease-clause limits: A clause cannot override the cap, escrow/location-disclosure rule, forfeiture consequence, or statutory accounting.

Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

District of Columbia • Florida • Georgia • Hawaii

District of Columbia

Controlling law: D.C. Code § 42-3502.17; 14 DCMR §§ 308-311

Deposit ceiling: Generally one month's rent under the D.C. Security Deposit Act/regulations; separately authorized pet-deposit rules may apply when funded and effective.

Where held / what tenant must be told: Deposit must be placed in an interest-bearing escrow account in a D.C. financial institution. The tenant is entitled to a receipt and required account/interest disclosures under 14 DCMR.

Normal wear and tear: No charge for ordinary wear and tear, including age-related deterioration. A repair covenant does not make the tenant responsible for substantial repairs, obsolete materials, or defects absent tenant fault.

Return and accounting deadline: The housing provider must issue the required written claim notice within 45 days after termination; the regulations govern final accounting/payment and interest. As of August 14, 2026, claim notices require supporting photographs/documentation and a dispute-right statement.

Consequences of noncompliance: The Office of Administrative Hearings may adjudicate nonreturn and unpaid-interest claims. Forfeiture, actual relief, and enhanced/treble damages for bad faith may apply under the D.C. regulatory scheme.

Unenforceable or limited lease clauses: A lease cannot make ordinary wear chargeable or waive statutory escrow, interest, notice, documentation, and dispute protections.

Florida

Controlling law: Fla. Stat. § 83.49

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: Landlord must use a separate non-interest escrow account, a separate interest account, or a qualifying surety bond. Within 30 days after receipt, the tenant must receive the statutory written notice identifying the depository/bond arrangement and interest terms; later changes also require notice.

Normal wear and tear: Only actual lawful claims may be made. Routine wear, aging, and ordinary turnover are not tenant damage.

Return and accounting deadline: If no claim: return within 15 days after termination. If claiming: send the statutory certified-mail notice within 30 days; the tenant generally has 15 days to object.

Consequences of noncompliance: Missing the claim-notice deadline forfeits the right to deduct from the deposit (though a separate damages suit may remain possible). The prevailing party in a deposit action may recover costs and reasonable attorney fees.

Unenforceable or limited lease clauses: A clause waiving Chapter 83 rights, avoiding the statutory notice form, or authorizing automatic forfeiture/wear deductions is unenforceable.

Georgia

Controlling law: O.C.G.A. §§ 44-7-30 to -36

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: Covered landlords must place deposits in an escrow account or post a bond and must inform the tenant in writing of the account location. Some small landlords are exempt unless using a management agent.

Normal wear and tear: Deductions require tenant-caused damage beyond ordinary wear, unpaid rent, or other actual breach loss. Move-in and move-out inspection procedures are central to the landlord's right to retain.

Return and accounting deadline: Refund and written statement: one month after termination.

Consequences of noncompliance: Failure to follow the deposit/inspection rules may forfeit retention rights. Intentional wrongful withholding can produce three times the amount improperly withheld plus reasonable attorney fees; good-faith error generally limits recovery.

Unenforceable or limited lease clauses: A clause cannot excuse statutory escrow/bond, inspection, accounting, or ordinary-wear limitations.

Hawaii

Controlling law: Haw. Rev. Stat. § 521-44

Deposit ceiling: One month's rent, plus a separately permitted pet deposit (service animals excluded).

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Deductions may cover accrued rent, tenant-caused damage beyond ordinary wear, failure to return keys, and other specifically authorized loss.

Return and accounting deadline: 14 days after termination; the landlord must mail the itemized notice and refund to the tenant's forwarding or last known address.

Consequences of noncompliance: Wrongful or bad-faith retention may support recovery of the amount due and up to three times the amount wrongfully retained, plus costs and fees as allowed.

Unenforceable or limited lease clauses: The statutory cap, 14-day accounting, and wear exclusion cannot be defeated by a lease label or automatic forfeiture term.

DISTRICT OF COLUMBIA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. D.C. Code § 42-3502.17; 14 DCMR §§ 308-311. The state-law summary provides: Return/accounting: The housing provider must issue the required written claim notice within 45 days after termination; the regulations govern final accounting/payment and interest. As of August 14, 2026, claim notices require supporting photographs/documentation and a dispute-right statement.

Safekeeping and disclosure: Deposit must be placed in an interest-bearing escrow account in a D.C. financial institution. The tenant is entitled to a receipt and required account/interest disclosures under 14 DCMR.

Ordinary wear: No charge for ordinary wear and tear, including age-related deterioration. A repair covenant does not make the tenant responsible for substantial repairs, obsolete materials, or defects absent tenant fault.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: The Office of Administrative Hearings may adjudicate nonreturn and unpaid-interest claims. Forfeiture, actual relief, and enhanced/treble damages for bad faith may apply under the D.C. regulatory scheme. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

District of Columbia quick reference — Deposit ceiling: Generally one month's rent under the D.C. Security Deposit Act/regulations; separately authorized pet-deposit rules may apply when funded and effective.

Lease-clause limits: A lease cannot make ordinary wear chargeable or waive statutory escrow, interest, notice, documentation, and dispute protections.

Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

FLORIDA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Fla. Stat. § 83.49. The state-law summary provides: Return/accounting: If no claim: return within 15 days after termination. If claiming: send the statutory certified-mail notice within 30 days; the tenant generally has 15 days to object.

Safekeeping and disclosure: Landlord must use a separate non-interest escrow account, a separate interest account, or a qualifying surety bond. Within 30 days after receipt, the tenant must receive the statutory written notice identifying the depository/bond arrangement and interest terms; later changes also require notice.

Ordinary wear: Only actual lawful claims may be made. Routine wear, aging, and ordinary turnover are not tenant damage.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Missing the claim-notice deadline forfeits the right to deduct from the deposit (though a separate damages suit may remain possible). The prevailing party in a deposit action may recover costs and reasonable attorney fees. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Florida quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A clause waiving Chapter 83 rights, avoiding the statutory notice form, or authorizing automatic forfeiture/wear deductions is unenforceable.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

GEORGIA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. O.C.G.A. §§ 44-7-30 to -36. The state-law summary provides: Return/accounting: Refund and written statement: one month after termination.

Safekeeping and disclosure: Covered landlords must place deposits in an escrow account or post a bond and must inform the tenant in writing of the account location. Some small landlords are exempt unless using a management agent.

Ordinary wear: Deductions require tenant-caused damage beyond ordinary wear, unpaid rent, or other actual breach loss. Move-in and move-out inspection procedures are central to the landlord's right to retain.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Failure to follow the deposit/inspection rules may forfeit retention rights. Intentional wrongful withholding can produce three times the amount improperly withheld plus reasonable attorney fees; good-faith error generally limits recovery. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Georgia quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A clause cannot excuse statutory escrow/bond, inspection, accounting, or ordinary-wear limitations.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

HAWAII

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Haw. Rev. Stat. § 521-44. The state-law summary provides: Return/accounting: 14 days after termination; the landlord must mail the itemized notice and refund to the tenant's forwarding or last known address.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement.

Ordinary wear: Deductions may cover accrued rent, tenant-caused damage beyond ordinary wear, failure to return keys, and other specifically authorized loss.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Wrongful or bad-faith retention may support recovery of the amount due and up to three times the amount wrongfully retained, plus costs and fees as allowed. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Hawaii quick reference — Deposit ceiling: One month's rent, plus a separately permitted pet deposit (service animals excluded).
Lease-clause limits: The statutory cap, 14-day accounting, and wear exclusion cannot be defeated by a lease label or automatic forfeiture term.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

Idaho • Illinois • Indiana • Iowa

Idaho

Controlling law: Idaho Code §§ 6-321, 6-320

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location notice requirement.

Normal wear and tear: The deposit may be applied only as the agreement and law allow; normal wear and tear may not be charged.

Return and accounting deadline: 21 days after surrender unless the lease sets a period up to 30 days. Written itemization is required.

Consequences of noncompliance: After the statutory demand procedure, the tenant may recover the amount due; treble damages, costs, and attorney fees may be available under §§ 6-320 and 6-321.

Unenforceable or limited lease clauses: The lease may extend the deadline only to 30 days; it may not redefine normal wear as damage or make the refundable deposit automatically forfeited.

Illinois

Controlling law: 765 ILCS 710; 765 ILCS 715

Deposit ceiling: No general statewide cap; local ordinances (including Cook County/Chicago rules) may impose stricter limits.

Where held / what tenant must be told: Statewide account and interest duties depend on building size. Landlords of covered larger properties must keep deposits in a federally insured interest-bearing account and pay statutory interest. State law does not create one uniform bank-location notice rule for every rental; local ordinances may.

Normal wear and tear: Covered landlords may deduct only reasonable amounts for tenant damage beyond ordinary wear and tear and must substantiate deductions.

Return and accounting deadline: Itemized damage statement: generally 30 days. Remaining/full deposit: generally 45 days after vacancy.

Consequences of noncompliance: A landlord covered by the Security Deposit Return Act who refuses or fails to provide the required statement/receipts may owe twice the deposit plus costs and reasonable attorney fees; interest violations carry separate remedies.

Unenforceable or limited lease clauses: State and local protections cannot be waived by a clause that authorizes wear deductions, avoids documentation, or conflicts with a controlling ordinance.

Indiana

Controlling law: Ind. Code §§ 32-31-3-9 to -16

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only accrued rent, actual damage beyond ordinary wear, unpaid utility/sewer charges, and other listed losses may be deducted.

Return and accounting deadline: 45 days after termination and delivery of possession, provided the tenant supplies a forwarding address, with written itemization.

Consequences of noncompliance: Failure to itemize timely can waive the landlord's claim to the deposit and expose the landlord to the amount due plus reasonable attorney fees.

Unenforceable or limited lease clauses: A lease cannot expand deductions beyond the statute, charge ordinary wear, or eliminate the 45-day itemization remedy.

Iowa

Controlling law: Iowa Code § 562A.12

Deposit ceiling: Two months' rent.

Where held / what tenant must be told: Must be held in a federally insured bank, savings-and-loan association, or credit union account; deposits may be combined with other tenants' deposits but not the landlord's personal funds. State law does not require routine disclosure of the bank name/address to the tenant.

Normal wear and tear: Only rent and actual damages from tenant noncompliance may be retained; ordinary wear is not chargeable. Interest belongs to the landlord for the first five years, then to the tenant as provided by statute.

Return and accounting deadline: 30 days after termination and receipt of the tenant's mailing address/delivery instructions, with a written statement of specific reasons.

Consequences of noncompliance: Bad-faith retention can produce actual damages plus up to two months' periodic rent and reasonable attorney fees.

Unenforceable or limited lease clauses: A clause exceeding the cap, charging ordinary wear, or waiving statutory accounting/remedies is prohibited.

IDAHO

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Idaho Code §§ 6-321, 6-320. The state-law summary provides: Return/accounting: 21 days after surrender unless the lease sets a period up to 30 days. Written itemization is required.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location notice requirement.

Ordinary wear: The deposit may be applied only as the agreement and law allow; normal wear and tear may not be charged.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: After the statutory demand procedure, the tenant may recover the amount due; treble damages, costs, and attorney fees may be available under §§ 6-320 and 6-321. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Idaho quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: The lease may extend the deadline only to 30 days; it may not redefine normal wear as damage or make the refundable deposit automatically forfeited.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

ILLINOIS

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. 765 ILCS 710; 765 ILCS 715. The state-law summary provides: Return/accounting: Itemized damage statement: generally 30 days. Remaining/full deposit: generally 45 days after vacancy.

Safekeeping and disclosure: Statewide account and interest duties depend on building size. Landlords of covered larger properties must keep deposits in a federally insured interest-bearing account and pay statutory interest. State law does not create one uniform bank-location notice rule for every rental; local ordinances may.

Ordinary wear: Covered landlords may deduct only reasonable amounts for tenant damage beyond ordinary wear and tear and must substantiate deductions.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: A landlord covered by the Security Deposit Return Act who refuses or fails to provide the required statement/receipts may owe twice the deposit plus costs and reasonable attorney fees; interest violations carry separate remedies. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Illinois quick reference — Deposit ceiling: No general statewide cap; local ordinances (including Cook County/Chicago rules) may impose stricter limits.
Lease-clause limits: State and local protections cannot be waived by a clause that authorizes wear deductions, avoids documentation, or conflicts with a controlling ordinance.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

INDIANA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Ind. Code §§ 32-31-3-9 to -16. The state-law summary provides: Return/accounting: 45 days after termination and delivery of possession, provided the tenant supplies a forwarding address, with written itemization.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement.

Ordinary wear: Only accrued rent, actual damage beyond ordinary wear, unpaid utility/sewer charges, and other listed losses may be deducted.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Failure to itemize timely can waive the landlord's claim to the deposit and expose the landlord to the amount due plus reasonable attorney fees. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Indiana quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A lease cannot expand deductions beyond the statute, charge ordinary wear, or eliminate the 45-day itemization remedy.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

IOWA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Iowa Code § 562A.12. The state-law summary provides: Return/accounting: 30 days after termination and receipt of the tenant's mailing address/delivery instructions, with a written statement of specific reasons.

Safekeeping and disclosure: Must be held in a federally insured bank, savings-and-loan association, or credit union account; deposits may be combined with other tenants' deposits but not the landlord's personal funds. State law does not require routine disclosure of the bank name/address to the tenant.

Ordinary wear: Only rent and actual damages from tenant noncompliance may be retained; ordinary wear is not chargeable. Interest belongs to the landlord for the first five years, then to the tenant as provided by statute.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Bad-faith retention can produce actual damages plus up to two months' periodic rent and reasonable attorney fees. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Iowa quick reference — Deposit ceiling: Two months' rent.
Lease-clause limits: A clause exceeding the cap, charging ordinary wear, or waiving statutory accounting/remedies is prohibited.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

Kansas • Kentucky • Louisiana • Maine

Kansas

Controlling law: Kan. Stat. Ann. § 58-2550

Deposit ceiling: One month's rent for an unfurnished unit; one and one-half months for furnished; an additional pet deposit up to one-half month is generally permitted.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Deductions are limited to rent and actual damages caused by tenant noncompliance; ordinary wear is excluded.

Return and accounting deadline: Itemized deductions and balance: within 14 days after determining deductions, but no later than 30 days after termination and delivery of possession.

Consequences of noncompliance: Tenant may recover the amount due plus damages equal to one and one-half times the amount wrongfully withheld, with attorney fees where authorized.

Unenforceable or limited lease clauses: The lease cannot exceed the caps, waive the accounting, or treat routine wear as damage.

Kentucky

Controlling law: Ky. Rev. Stat. § 383.580

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: Must be placed in a separate account used only for security deposits at a regulated bank/lender. Before taking the deposit, the landlord must inform the prospective tenant of the account location and account number.

Normal wear and tear: A signed move-in damage list and inspection opportunity are prerequisites. Deductions require actual tenant damage or sums due; ordinary wear is not chargeable.

Return and accounting deadline: If amounts are due, the landlord gives a final damage/rent statement and may retain the balance for 60 days if the tenant does not claim it; if no rent is owed, the remaining deposit is generally returned within 30 days after termination.

Consequences of noncompliance: Failure to follow the account and inspection/list procedures can bar the landlord from retaining the deposit; the prevailing party may receive reasonable attorney fees.

Unenforceable or limited lease clauses: A lease cannot waive the separate-account/account-number disclosure or statutory inspection/accounting protections.

Louisiana

Controlling law: La. Rev. Stat. §§ 9:3251-3254

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only amounts reasonably necessary to remedy tenant default or unreasonable wear may be retained; ordinary wear is not chargeable.

Return and accounting deadline: Return: within one month after the lease terminates. Under 2026 Act 63 (effective August 1, 2026), the itemized-statement timing for retained amounts includes revised language allowing the stated additional 15-day window; give a written forwarding address.

Consequences of noncompliance: Willful failure allows recovery of the wrongfully retained portion plus the greater of $300 or twice that portion. Failure to remit within 30 days after written demand is willful; fees/costs may be awarded.

Unenforceable or limited lease clauses: Section 9:3254 makes waiver of these rights null and void; relabeling security as a nonrefundable fee does not control its legal character.

Maine

Controlling law: 14 M.R.S. §§ 6031-6039

Deposit ceiling: Two months' rent.

Where held / what tenant must be told: Must be held in a separate escrow account at a bank or other financial institution and not commingled. On request, the landlord must disclose the institution/account information allowed by statute.

Normal wear and tear: Deductions may cover actual rent/default loss and physical damage beyond ordinary wear and tear.

Return and accounting deadline: 21 or 30 days depending on whether there is a written rental agreement and what it validly provides; absent a written term, 21 days. Itemization is required.

Consequences of noncompliance: Wrongful retention can produce double the amount wrongfully withheld, with attorney fees/costs under the statutory remedies.

Unenforceable or limited lease clauses: A lease may use the permitted return period but cannot waive escrow, cap, wear, or penalty protections.

KANSAS

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Kan. Stat. Ann. § 58-2550. The state-law summary provides: Return/accounting: Itemized deductions and balance: within 14 days after determining deductions, but no later than 30 days after termination and delivery of possession.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement.

Ordinary wear: Deductions are limited to rent and actual damages caused by tenant noncompliance; ordinary wear is excluded.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover the amount due plus damages equal to one and one-half times the amount wrongfully withheld, with attorney fees where authorized. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Kansas quick reference — Deposit ceiling: One month's rent for an unfurnished unit; one and one-half months for furnished; an additional pet deposit up to one-half month is generally permitted.

Lease-clause limits: The lease cannot exceed the caps, waive the accounting, or treat routine wear as damage.

Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

KENTUCKY

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Ky. Rev. Stat. § 383.580. The state-law summary provides: Return/accounting: If amounts are due, the landlord gives a final damage/rent statement and may retain the balance for 60 days if the tenant does not claim it; if no rent is owed, the remaining deposit is generally returned within 30 days after termination.

Safekeeping and disclosure: Must be placed in a separate account used only for security deposits at a regulated bank/lender. Before taking the deposit, the landlord must inform the prospective tenant of the account location and account number.

Ordinary wear: A signed move-in damage list and inspection opportunity are prerequisites. Deductions require actual tenant damage or sums due; ordinary wear is not chargeable.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Failure to follow the account and inspection/list procedures can bar the landlord from retaining the deposit; the prevailing party may receive reasonable attorney fees. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Kentucky quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A lease cannot waive the separate-account/account-number disclosure or statutory inspection/accounting protections.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

LOUISIANA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. La. Rev. Stat. §§ 9:3251-3254. The state-law summary provides: Return/accounting: Return: within one month after the lease terminates. Under 2026 Act 63 (effective August 1, 2026), the itemized-statement timing for retained amounts includes revised language allowing the stated additional 15-day window; give a written forwarding address.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement.

Ordinary wear: Only amounts reasonably necessary to remedy tenant default or unreasonable wear may be retained; ordinary wear is not chargeable.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Willful failure allows recovery of the wrongfully retained portion plus the greater of $300 or twice that portion. Failure to remit within 30 days after written demand is willful; fees/costs may be awarded. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Louisiana quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: Section 9:3254 makes waiver of these rights null and void; relabeling security as a nonrefundable fee does not control its legal character.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

MAINE

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. 14 M.R.S. §§ 6031-6039. The state-law summary provides: Return/accounting: 21 or 30 days depending on whether there is a written rental agreement and what it validly provides; absent a written term, 21 days. Itemization is required.

Safekeeping and disclosure: Must be held in a separate escrow account at a bank or other financial institution and not commingled. On request, the landlord must disclose the institution/account information allowed by statute.

Ordinary wear: Deductions may cover actual rent/default loss and physical damage beyond ordinary wear and tear.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Wrongful retention can produce double the amount wrongfully withheld, with attorney fees/costs under the statutory remedies. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Maine quick reference — Deposit ceiling: Two months' rent.
Lease-clause limits: A lease may use the permitted return period but cannot waive escrow, cap, wear, or penalty protections.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

Maryland • Massachusetts • Michigan • Minnesota

Maryland

Controlling law: Md. Code, Real Prop. § 8-203

Deposit ceiling: One month's rent in most cases; narrow exceptions and separate surety-bond limits apply.

Where held / what tenant must be told: Must be in a federally insured Maryland financial institution in an interest-bearing account or insured certificate of deposit, separate from the landlord's funds. The landlord must provide the statutory security-deposit receipt; the law focuses on the receipt/escrow duty rather than a universal account-number disclosure.

Normal wear and tear: No deductions for ordinary wear and tear. Tenant has statutory move-in and move-out inspection rights, and itemized costs require supporting documentation.

Return and accounting deadline: 45 days after the tenancy ends for refund, interest, and itemized statement.

Consequences of noncompliance: Failure to send the damages list forfeits the right to withhold for damages; failure to return can support up to three times the withheld amount plus reasonable attorney fees.

Unenforceable or limited lease clauses: Section 8-203(l) expressly provides that no provision of the section may be waived in a lease.

Massachusetts

Controlling law: Mass. Gen. Laws ch. 186, § 15B

Deposit ceiling: One month's rent.

Where held / what tenant must be told: Must be placed in a separate interest-bearing Massachusetts bank account. Within 30 days, the tenant must receive a receipt identifying the bank, address, amount, and account number.

Normal wear and tear: Only specifically authorized sums may be deducted; reasonable wear and tear is expressly excluded. The damage list must be detailed, sworn under penalties of perjury, and supported by written evidence.

Return and accounting deadline: 30 days after termination for the refund, interest, and compliant itemization.

Consequences of noncompliance: Many violations cause forfeiture of all retention rights; specified violations result in mandatory treble damages, interest, costs, and reasonable attorney fees.

Unenforceable or limited lease clauses: Any conflicting lease provision or tenant waiver is expressly void and unenforceable as against public policy.

Michigan

Controlling law: Mich. Comp. Laws §§ 554.601-.616

Deposit ceiling: One and one-half months' rent.

Where held / what tenant must be told: Deposit must be held in a regulated financial institution unless the landlord posts the statutory bond. Within 14 days after occupancy, the landlord must give written notice of the institution's name/address (or bond) and the tenant's duty to provide a forwarding address.

Normal wear and tear: Only actual damages, rent, utilities, and other listed obligations may be deducted; ordinary wear and tear is excluded.

Return and accounting deadline: 30 days after termination for the itemized damages notice/refund. Tenant generally has 7 days to dispute; the landlord may have to sue within 45 days to retain disputed sums.

Consequences of noncompliance: Failure to comply may waive damages claims and can expose the landlord to double the deposit plus attorney fees in specified circumstances.

Unenforceable or limited lease clauses: A lease cannot eliminate the statutory notice, inventory, dispute, or timing scheme.

Minnesota

Controlling law: Minn. Stat. § 504B.178

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account or bank-location disclosure requirement, but statutory interest accrues for the tenant.

Normal wear and tear: Only reasonably necessary amounts for rent, other lease obligations, and restoring tenant-caused damage beyond ordinary wear and tear may be retained.

Return and accounting deadline: 21 days after termination and receipt of a forwarding address; 5 days when displacement follows qualifying condemnation, with written reasons.

Consequences of noncompliance: Landlord may owe the withheld amount, statutory interest, and a penalty equal to the amount withheld; bad faith can add up to $500, plus fees where authorized.

Unenforceable or limited lease clauses: A lease may not waive the tenant's statutory rights or make ordinary wear chargeable.

MARYLAND

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Md. Code, Real Prop. § 8-203. The state-law summary provides: Return/accounting: 45 days after the tenancy ends for refund, interest, and itemized statement.

Safekeeping and disclosure: Must be in a federally insured Maryland financial institution in an interest-bearing account or insured certificate of deposit, separate from the landlord's funds. The landlord must provide the statutory security-deposit receipt; the law focuses on the receipt/escrow duty rather than a universal account-number disclosure.

Ordinary wear: No deductions for ordinary wear and tear. Tenant has statutory move-in and move-out inspection rights, and itemized costs require supporting documentation.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Failure to send the damages list forfeits the right to withhold for damages; failure to return can support up to three times the withheld amount plus reasonable attorney fees. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Maryland quick reference — Deposit ceiling: One month's rent in most cases; narrow exceptions and separate surety-bond limits apply.
Lease-clause limits: Section 8-203(l) expressly provides that no provision of the section may be waived in a lease.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

MASSACHUSETTS

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Mass. Gen. Laws ch. 186, § 15B. The state-law summary provides: Return/accounting: 30 days after termination for the refund, interest, and compliant itemization.

Safekeeping and disclosure: Must be placed in a separate interest-bearing Massachusetts bank account. Within 30 days, the tenant must receive a receipt identifying the bank, address, amount, and account number.

Ordinary wear: Only specifically authorized sums may be deducted; reasonable wear and tear is expressly excluded. The damage list must be detailed, sworn under penalties of perjury, and supported by written evidence.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Many violations cause forfeiture of all retention rights; specified violations result in mandatory treble damages, interest, costs, and reasonable attorney fees. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Massachusetts quick reference — Deposit ceiling: One month's rent.
Lease-clause limits: Any conflicting lease provision or tenant waiver is expressly void and unenforceable as against public policy.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

MICHIGAN

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Mich. Comp. Laws §§ 554.601-.616. The state-law summary provides: Return/accounting: 30 days after termination for the itemized damages notice/refund. Tenant generally has 7 days to dispute; the landlord may have to sue within 45 days to retain disputed sums.

Safekeeping and disclosure: Deposit must be held in a regulated financial institution unless the landlord posts the statutory bond. Within 14 days after occupancy, the landlord must give written notice of the institution's name/address (or bond) and the tenant's duty to provide a forwarding address.

Ordinary wear: Only actual damages, rent, utilities, and other listed obligations may be deducted; ordinary wear and tear is excluded.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Failure to comply may waive damages claims and can expose the landlord to double the deposit plus attorney fees in specified circumstances. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Michigan quick reference — Deposit ceiling: One and one-half months' rent.
Lease-clause limits: A lease cannot eliminate the statutory notice, inventory, dispute, or timing scheme.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

MINNESOTA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Minn. Stat. § 504B.178. The state-law summary provides: Return/accounting: 21 days after termination and receipt of a forwarding address; 5 days when displacement follows qualifying condemnation, with written reasons.

Safekeeping and disclosure: No statewide separate-account or bank-location disclosure requirement, but statutory interest accrues for the tenant.

Ordinary wear: Only reasonably necessary amounts for rent, other lease obligations, and restoring tenant-caused damage beyond ordinary wear and tear may be retained.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Landlord may owe the withheld amount, statutory interest, and a penalty equal to the amount withheld; bad faith can add up to $500, plus fees where authorized. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Minnesota quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A lease may not waive the tenant's statutory rights or make ordinary wear chargeable.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

Mississippi • Missouri • Montana • Nebraska

Mississippi

Controlling law: Miss. Code § 89-8-21

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Landlord may retain only for rent, tenant-caused damage beyond ordinary wear, cleaning beyond ordinary use, and other actual lease default.

Return and accounting deadline: 45 days after termination for itemization and refund.

Consequences of noncompliance: Tenant may recover the amount due and actual damages; bad-faith retention can add up to $200.

Unenforceable or limited lease clauses: A clause cannot make routine wear automatically chargeable or eliminate the statutory accounting/refund duty.

Missouri

Controlling law: Mo. Rev. Stat. § 535.300

Deposit ceiling: Two months' rent.

Where held / what tenant must be told: Must be held in a federally insured bank, credit union, or depository institution. No statewide requirement to identify the institution to the tenant; interest belongs to the landlord.

Normal wear and tear: Only reasonably necessary sums for rent, restoring the unit (ordinary wear excluded), actual lease damages, and listed losses may be retained.

Return and accounting deadline: 30 days after termination for full return or itemized statement and balance.

Consequences of noncompliance: Wrongful withholding can produce twice the amount wrongfully withheld; attorney fees may be available under applicable law.

Unenforceable or limited lease clauses: A lease cannot exceed the cap, charge ordinary wear, or remove the 30-day written accounting.

Montana

Controlling law: Mont. Code Ann. §§ 70-25-201 to -206

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only unpaid rent, utilities, and actual cleaning/damage beyond ordinary wear may be deducted; move-in condition evidence matters.

Return and accounting deadline: 10 days if nothing is deducted; 30 days when deductions are made, with itemization.

Consequences of noncompliance: Tenant may recover the amount wrongfully withheld; bad faith can add damages equal to the wrongful withholding, plus other actual damages.

Unenforceable or limited lease clauses: A lease cannot convert ordinary wear into damage or avoid statutory itemization and deadlines.

Nebraska

Controlling law: Neb. Rev. Stat. §§ 76-1415, -1416

Deposit ceiling: One month's rent, plus a pet deposit generally capped at one-quarter month's rent.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location notice requirement.

Normal wear and tear: Deductions may cover rent and actual loss caused by tenant noncompliance; ordinary wear is not chargeable.

Return and accounting deadline: 14 days after termination for refund and written itemization, mailed to the forwarding or last-known address.

Consequences of noncompliance: Tenant may recover the amount due, court costs, and reasonable attorney fees; willful bad-faith violation may add statutory liquidated damages.

Unenforceable or limited lease clauses: Section 76-1415 makes a tenant waiver of statutory rights unenforceable and provides damages/fees for deliberate use of prohibited terms.

MISSISSIPPI

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Miss. Code § 89-8-21. The state-law summary provides: Return/accounting: 45 days after termination for itemization and refund.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement.

Ordinary wear: Landlord may retain only for rent, tenant-caused damage beyond ordinary wear, cleaning beyond ordinary use, and other actual lease default.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover the amount due and actual damages; bad-faith retention can add up to $200. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Mississippi quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A clause cannot make routine wear automatically chargeable or eliminate the statutory accounting/refund duty.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

MISSOURI

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Mo. Rev. Stat. § 535.300. The state-law summary provides: Return/accounting: 30 days after termination for full return or itemized statement and balance.

Safekeeping and disclosure: Must be held in a federally insured bank, credit union, or depository institution. No statewide requirement to identify the institution to the tenant; interest belongs to the landlord.

Ordinary wear: Only reasonably necessary sums for rent, restoring the unit (ordinary wear excluded), actual lease damages, and listed losses may be retained.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Wrongful withholding can produce twice the amount wrongfully withheld; attorney fees may be available under applicable law. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Missouri quick reference — Deposit ceiling: Two months' rent.
Lease-clause limits: A lease cannot exceed the cap, charge ordinary wear, or remove the 30-day written accounting.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

MONTANA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Mont. Code Ann. §§ 70-25-201 to -206. The state-law summary provides: Return/accounting: 10 days if nothing is deducted; 30 days when deductions are made, with itemization.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement.

Ordinary wear: Only unpaid rent, utilities, and actual cleaning/damage beyond ordinary wear may be deducted; move-in condition evidence matters.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover the amount wrongfully withheld; bad faith can add damages equal to the wrongful withholding, plus other actual damages. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Montana quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A lease cannot convert ordinary wear into damage or avoid statutory itemization and deadlines.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

NEBRASKA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Neb. Rev. Stat. §§ 76-1415, -1416. The state-law summary provides: Return/accounting: 14 days after termination for refund and written itemization, mailed to the forwarding or last-known address.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location notice requirement.

Ordinary wear: Deductions may cover rent and actual loss caused by tenant noncompliance; ordinary wear is not chargeable.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover the amount due, court costs, and reasonable attorney fees; willful bad-faith violation may add statutory liquidated damages. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Nebraska quick reference — Deposit ceiling: One month's rent, plus a pet deposit generally capped at one-quarter month's rent.
Lease-clause limits: Section 76-1415 makes a tenant waiver of statutory rights unenforceable and provides damages/fees for deliberate use of prohibited terms.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

Nevada • New Hampshire • New Jersey • New Mexico

Nevada

Controlling law: Nev. Rev. Stat. §§ 118A.242-.250

Deposit ceiling: Three months' rent in the aggregate, including any surety bond/security arrangement governed by the statute.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Deductions may cover rent, repair of tenant-caused damage beyond normal wear, and reasonable cleaning necessary to return the unit to its initial level.

Return and accounting deadline: 30 days after termination for itemized accounting and refund.

Consequences of noncompliance: Court may award the amount due and up to twice that amount as damages, considering good faith, course of conduct, and harm; fees may be awarded.

Unenforceable or limited lease clauses: A lease cannot exceed the cap, make ordinary wear chargeable, or waive the 30-day accounting.

New Hampshire

Controlling law: N.H. Rev. Stat. §§ 540-A:5 to :8

Deposit ceiling: One month's rent or $100, whichever is greater, for covered tenancies.

Where held / what tenant must be told: Must be held in a separate New Hampshire financial-institution account, not commingled. The landlord must give a receipt (unless payment method itself provides one) and disclose the institution/account as the statute requires; interest is due after one year.

Normal wear and tear: Deductions are limited to rent and actual damages beyond ordinary wear and tear, taxes/charges allowed by law, and specified expenses.

Return and accounting deadline: 30 days after termination, with itemized deductions; different timing can apply to shared facilities governed by special rules.

Consequences of noncompliance: Landlord may owe twice the deposit plus costs and reasonable attorney fees; each violation may also support statutory relief.

Unenforceable or limited lease clauses: Conflicting waivers, excessive deposits, and automatic wear/cleaning forfeitures are unenforceable.

New Jersey

Controlling law: N.J. Stat. §§ 46:8-19 to -26

Deposit ceiling: One and one-half months' rent; annual increases are limited.

Where held / what tenant must be told: Must be placed in a qualifying New Jersey interest-bearing account or fund. Within 30 days, the landlord must give written notice of the institution/fund name and address, account type, current interest rate, and deposit amount; annual and transfer notices also apply.

Normal wear and tear: Only actual lease loss and tenant-caused damage beyond ordinary wear may be deducted.

Return and accounting deadline: Generally 30 days; 5 business days after qualifying fire/flood/condemnation displacement and 15 business days after certain domestic-violence terminations.

Consequences of noncompliance: Tenant may recover double the amount wrongfully withheld, plus court costs and attorney fees. Failure to provide account notice can allow the tenant to apply the deposit plus interest to rent after statutory notice.

Unenforceable or limited lease clauses: A lease cannot waive the account notice, interest, return, or double-damages protections.

New Mexico

Controlling law: N.M. Stat. § 47-8-18

Deposit ceiling: One month's rent for a rental agreement under one year; for a term of one year or more, a larger deposit may be collected but statutory interest applies to the excess.

Where held / what tenant must be told: Held for the tenant in a New Mexico financial institution. The statute does not require a separate account or routine bank-location disclosure.

Normal wear and tear: Only unpaid rent, tenant-caused damage beyond normal wear, and other actual lease obligations may be deducted.

Return and accounting deadline: 30 days after termination for refund and written itemization.

Consequences of noncompliance: Landlord forfeits the right to retain if the statement is not timely and may owe the amount due, $250, reasonable attorney fees, and other damages.

Unenforceable or limited lease clauses: A lease cannot defeat the one-month cap for short terms, interest rule, ordinary-wear limitation, or forfeiture remedy.

NEVADA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Nev. Rev. Stat. §§ 118A.242-.250. The state-law summary provides: Return/accounting: 30 days after termination for itemized accounting and refund.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement.

Ordinary wear: Deductions may cover rent, repair of tenant-caused damage beyond normal wear, and reasonable cleaning necessary to return the unit to its initial level.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Court may award the amount due and up to twice that amount as damages, considering good faith, course of conduct, and harm; fees may be awarded. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Nevada quick reference — Deposit ceiling: Three months' rent in the aggregate, including any surety bond/security arrangement governed by the statute.
Lease-clause limits: A lease cannot exceed the cap, make ordinary wear chargeable, or waive the 30-day accounting.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

NEW HAMPSHIRE

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. N.H. Rev. Stat. §§ 540-A:5 to :8. The state-law summary provides: Return/accounting: 30 days after termination, with itemized deductions; different timing can apply to shared facilities governed by special rules.

Safekeeping and disclosure: Must be held in a separate New Hampshire financial-institution account, not commingled. The landlord must give a receipt (unless payment method itself provides one) and disclose the institution/account as the statute requires; interest is due after one year.

Ordinary wear: Deductions are limited to rent and actual damages beyond ordinary wear and tear, taxes/charges allowed by law, and specified expenses.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Landlord may owe twice the deposit plus costs and reasonable attorney fees; each violation may also support statutory relief. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

New Hampshire quick reference — Deposit ceiling: One month's rent or $100, whichever is greater, for covered tenancies.
Lease-clause limits: Conflicting waivers, excessive deposits, and automatic wear/cleaning forfeitures are unenforceable.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

NEW JERSEY

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. N.J. Stat. §§ 46:8-19 to -26. The state-law summary provides: Return/accounting: Generally 30 days; 5 business days after qualifying fire/flood/condemnation displacement and 15 business days after certain domestic-violence terminations.

Safekeeping and disclosure: Must be placed in a qualifying New Jersey interest-bearing account or fund. Within 30 days, the landlord must give written notice of the institution/fund name and address, account type, current interest rate, and deposit amount; annual and transfer notices also apply.

Ordinary wear: Only actual lease loss and tenant-caused damage beyond ordinary wear may be deducted.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover double the amount wrongfully withheld, plus court costs and attorney fees. Failure to provide account notice can allow the tenant to apply the deposit plus interest to rent after statutory notice. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

New Jersey quick reference — Deposit ceiling: One and one-half months' rent; annual increases are limited.
Lease-clause limits: A lease cannot waive the account notice, interest, return, or double-damages protections.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

NEW MEXICO

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. N.M. Stat. § 47-8-18. The state-law summary provides: Return/accounting: 30 days after termination for refund and written itemization.

Safekeeping and disclosure: Held for the tenant in a New Mexico financial institution. The statute does not require a separate account or routine bank-location disclosure.

Ordinary wear: Only unpaid rent, tenant-caused damage beyond normal wear, and other actual lease obligations may be deducted.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Landlord forfeits the right to retain if the statement is not timely and may owe the amount due, $250, reasonable attorney fees, and other damages. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

New Mexico quick reference — Deposit ceiling: One month's rent for a rental agreement under one year; for a term of one year or more, a larger deposit may be collected but statutory interest applies to the excess.

Lease-clause limits: A lease cannot defeat the one-month cap for short terms, interest rule, ordinary-wear limitation, or forfeiture remedy.

Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

New York • North Carolina • North Dakota • Ohio

New York

Controlling law: N.Y. Gen. Oblig. Law § 7-108

Deposit ceiling: One month's rent.

Where held / what tenant must be told: Must be held in trust in a New York banking organization and not commingled. The tenant must receive written notice of the bank's name/address and deposit amount. Buildings with six or more units require an interest-bearing account; landlord may retain a 1% annual administrative fee.

Normal wear and tear: No deductions for ordinary wear and tear. A pre-vacate inspection and itemized statement of proposed deductions are required when the tenant requests/participates as provided by statute.

Return and accounting deadline: 14 days after vacancy for itemized statement and remaining deposit.

Consequences of noncompliance: Failure to timely itemize forfeits the right to retain. Willful violation can produce up to twice the deposit; the landlord bears the burden of proving lawful retention.

Unenforceable or limited lease clauses: A lease cannot waive the cap, trust/bank notice, inspection, wear, 14-day, or forfeiture rules.

North Carolina

Controlling law: N.C. Gen. Stat. §§ 42-50 to -56

Deposit ceiling: Two weeks' rent for week-to-week; one and one-half months for month-to-month; two months for terms longer than month-to-month. A reasonable nonrefundable pet fee is separately permitted.

Where held / what tenant must be told: Deposit must be in a trust account at a licensed/federally insured institution authorized to do business in North Carolina, or backed by a qualifying bond. An out-of-state trust account is permitted only with an adequate bond. Within 30 days after the lease begins, the landlord/agent must notify the tenant of the bank/institution name and address or the bonding company name.

Normal wear and tear: The landlord may not withhold for normal wear and tear or retain more than actual damages. Uses are limited by § 42-51.

Return and accounting deadline: Itemization and refund: 30 days after termination and delivery of possession. If the claim cannot be determined, an interim accounting is due at 30 days and final accounting at 60 days.

Consequences of noncompliance: Willful failure to comply with deposit, bond, or notice duties voids the landlord's right to retain any portion. Tenant may recover the balance, actual damages, and potentially attorney fees for willful noncompliance.

Unenforceable or limited lease clauses: A lease cannot authorize uses outside § 42-51, charge normal wear, excuse the 30-day bank/bond notice, or eliminate the interim/final accounting duties.

North Dakota

Controlling law: N.D. Cent. Code § 47-16-07.1

Deposit ceiling: Generally one month's rent; up to two months for a tenant with a qualifying felony conviction or prior lease-violation judgment, and additional pet security within limits. Service animals are exempt from pet deposits.

Where held / what tenant must be told: Must be held in a federally insured interest-bearing savings/checking account. The statute does not impose a universal bank-name notice in every tenancy; interest is due after nine months.

Normal wear and tear: Only actual amounts necessary for rent, repairs beyond ordinary wear, cleaning, and listed obligations may be retained.

Return and accounting deadline: 30 days after termination and delivery of possession for itemization/refund.

Consequences of noncompliance: Bad-faith withholding may result in treble the amount withheld plus reasonable attorney fees.

Unenforceable or limited lease clauses: A lease cannot evade the cap, interest, ordinary-wear, return, or enhanced-damages rules.

Ohio

Controlling law: Ohio Rev. Code § 5321.16

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account or bank-location disclosure requirement. If the deposit exceeds $50 or one month's rent, whichever is greater, and the tenant remains at least six months, 5% annual interest is due on the excess.

Normal wear and tear: Deductions are limited to past-due rent and actual damages from tenant noncompliance; ordinary wear is not chargeable.

Return and accounting deadline: 30 days after termination and delivery of possession, with itemization; tenant should provide a forwarding address.

Consequences of noncompliance: Wrongful withholding can produce damages equal to the amount wrongfully withheld in addition to the amount due, plus reasonable attorney fees.

Unenforceable or limited lease clauses: A lease cannot waive the 30-day itemization, double-recovery structure, interest on the statutory excess, or ordinary-wear limitation.

NEW YORK

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. N.Y. Gen. Oblig. Law § 7-108. The state-law summary provides: Return/accounting: 14 days after vacancy for itemized statement and remaining deposit.

Safekeeping and disclosure: Must be held in trust in a New York banking organization and not commingled. The tenant must receive written notice of the bank's name/address and deposit amount. Buildings with six or more units require an interest-bearing account; landlord may retain a 1% annual administrative fee.

Ordinary wear: No deductions for ordinary wear and tear. A pre-vacate inspection and itemized statement of proposed deductions are required when the tenant requests/participates as provided by statute.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Failure to timely itemize forfeits the right to retain. Willful violation can produce up to twice the deposit; the landlord bears the burden of proving lawful retention. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

New York quick reference — Deposit ceiling: One month's rent.
Lease-clause limits: A lease cannot waive the cap, trust/bank notice, inspection, wear, 14-day, or forfeiture rules.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

NORTH CAROLINA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. N.C. Gen. Stat. §§ 42-50 to -56. The state-law summary provides: Return/accounting: Itemization and refund: 30 days after termination and delivery of possession. If the claim cannot be determined, an interim accounting is due at 30 days and final accounting at 60 days.

Safekeeping and disclosure: Deposit must be in a trust account at a licensed/federally insured institution authorized to do business in North Carolina, or backed by a qualifying bond. An out-of-state trust account is permitted only with an adequate bond. Within 30 days after the lease begins, the landlord/agent must notify the tenant of the bank/institution name and address or the bonding company name.

Ordinary wear: The landlord may not withhold for normal wear and tear or retain more than actual damages. Uses are limited by § 42-51.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Willful failure to comply with deposit, bond, or notice duties voids the landlord's right to retain any portion. Tenant may recover the balance, actual damages, and potentially attorney fees for willful noncompliance. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

North Carolina quick reference — Deposit ceiling: Two weeks' rent for week-to-week; one and one-half months for month-to-month; two months for terms longer than month-to-month. A reasonable nonrefundable pet fee is separately permitted.

Lease-clause limits: A lease cannot authorize uses outside § 42-51, charge normal wear, excuse the 30-day bank/bond notice, or eliminate the interim/final accounting duties.

Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

NORTH DAKOTA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. N.D. Cent. Code § 47-16-07.1. The state-law summary provides: Return/accounting: 30 days after termination and delivery of possession for itemization/refund.

Safekeeping and disclosure: Must be held in a federally insured interest-bearing savings/checking account. The statute does not impose a universal bank-name notice in every tenancy; interest is due after nine months.

Ordinary wear: Only actual amounts necessary for rent, repairs beyond ordinary wear, cleaning, and listed obligations may be retained.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Bad-faith withholding may result in treble the amount withheld plus reasonable attorney fees. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

North Dakota quick reference — Deposit ceiling: Generally one month's rent; up to two months for a tenant with a qualifying felony conviction or prior lease-violation judgment, and additional pet security within limits. Service animals are exempt from pet deposits.

Lease-clause limits: A lease cannot evade the cap, interest, ordinary-wear, return, or enhanced-damages rules.

Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

OHIO

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Ohio Rev. Code § 5321.16. The state-law summary provides: Return/accounting: 30 days after termination and delivery of possession, with itemization; tenant should provide a forwarding address.

Safekeeping and disclosure: No statewide separate-account or bank-location disclosure requirement. If the deposit exceeds $50 or one month's rent, whichever is greater, and the tenant remains at least six months, 5% annual interest is due on the excess.

Ordinary wear: Deductions are limited to past-due rent and actual damages from tenant noncompliance; ordinary wear is not chargeable.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Wrongful withholding can produce damages equal to the amount wrongfully withheld in addition to the amount due, plus reasonable attorney fees. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Ohio quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A lease cannot waive the 30-day itemization, double-recovery structure, interest on the statutory excess, or ordinary-wear limitation.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

Oklahoma • Oregon • Pennsylvania • Rhode Island

Oklahoma

Controlling law: Okla. Stat. tit. 41, § 115

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: Must be kept in an escrow account at a federally insured financial institution located in Oklahoma. The statute does not require routine disclosure of the bank identity to the tenant.

Normal wear and tear: May be applied to rent and actual damages caused by tenant noncompliance; ordinary wear is not chargeable.

Return and accounting deadline: Within 45 days after termination, delivery of possession, and written demand by the tenant, with itemization. If no written demand is made within six months, the deposit may revert as the statute provides.

Consequences of noncompliance: Tenant may recover the amount due, costs, and attorney fees; misuse of escrow funds may carry additional civil/criminal consequences.

Unenforceable or limited lease clauses: A lease cannot waive the escrow, written-demand/refund, or lawful-deduction rules.

Oregon

Controlling law: Or. Rev. Stat. § 90.300

Deposit ceiling: No statewide maximum, but if a landlord increases the deposit after the first year, installment rights may apply. Prepaid last month's rent is treated as security for statutory purposes.

Where held / what tenant must be told: Landlord holds the deposit for the tenant; no particular separate account, interest, or bank-location notice is generally required.

Normal wear and tear: Only amounts reasonably necessary for rent, tenant default, and repairing tenant-caused damage beyond ordinary wear and tear may be deducted; labor charges must be reasonable.

Return and accounting deadline: 31 days after termination and delivery of possession for accounting and refund.

Consequences of noncompliance: Tenant may recover the amount due plus twice the amount wrongfully withheld; attorney fees may be awarded to the prevailing party under Oregon landlord-tenant law.

Unenforceable or limited lease clauses: A lease cannot turn refundable security into automatic forfeiture, charge ordinary wear, or waive the 31-day accounting.

Pennsylvania

Controlling law: 68 P.S. §§ 250.511a-.512

Deposit ceiling: First year: two months' rent. Second and later years: one month. After five years, the deposit may not increase merely because rent increases.

Where held / what tenant must be told: Deposits over $100 held more than two years must be in an escrow account or backed by a bond as allowed. The landlord must notify the tenant in writing of the depository's name/address and the amount. Interest becomes payable after the second anniversary, less a 1% administrative fee.

Normal wear and tear: Deductions are limited to actual lease loss and tenant-caused damage; ordinary wear is not chargeable.

Return and accounting deadline: 30 days after termination and surrender, with written itemization; tenant should provide a forwarding address.

Consequences of noncompliance: Failure to provide the itemized list can forfeit retention rights; landlord may owe double the amount wrongfully withheld.

Unenforceable or limited lease clauses: A lease cannot override the declining cap, escrow/bank notice, interest, or 30-day accounting rules.

Rhode Island

Controlling law: R.I. Gen. Laws § 34-18-19

Deposit ceiling: One month's rent.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only accrued rent, actual physical damage beyond ordinary wear, trash disposal, and other listed sums may be deducted.

Return and accounting deadline: 20 days after termination, delivery of possession, and receipt of the tenant's forwarding address, with itemization.

Consequences of noncompliance: Tenant may recover the amount due plus up to twice the amount wrongfully withheld, court costs, and reasonable attorney fees.

Unenforceable or limited lease clauses: A lease cannot exceed the cap, charge ordinary wear, or waive itemization and enhanced remedies.

OKLAHOMA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Okla. Stat. tit. 41, § 115. The state-law summary provides: Return/accounting: Within 45 days after termination, delivery of possession, and written demand by the tenant, with itemization. If no written demand is made within six months, the deposit may revert as the statute provides.

Safekeeping and disclosure: Must be kept in an escrow account at a federally insured financial institution located in Oklahoma. The statute does not require routine disclosure of the bank identity to the tenant.

Ordinary wear: May be applied to rent and actual damages caused by tenant noncompliance; ordinary wear is not chargeable.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover the amount due, costs, and attorney fees; misuse of escrow funds may carry additional civil/criminal consequences. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Oklahoma quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A lease cannot waive the escrow, written-demand/refund, or lawful-deduction rules.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

OREGON

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Or. Rev. Stat. § 90.300. The state-law summary provides: Return/accounting: 31 days after termination and delivery of possession for accounting and refund.

Safekeeping and disclosure: Landlord holds the deposit for the tenant; no particular separate account, interest, or bank-location notice is generally required.

Ordinary wear: Only amounts reasonably necessary for rent, tenant default, and repairing tenant-caused damage beyond ordinary wear and tear may be deducted; labor charges must be reasonable.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover the amount due plus twice the amount wrongfully withheld; attorney fees may be awarded to the prevailing party under Oregon landlord-tenant law. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Oregon quick reference — Deposit ceiling: No statewide maximum, but if a landlord increases the deposit after the first year, installment rights may apply. Prepaid last month's rent is treated as security for statutory purposes.

Lease-clause limits: A lease cannot turn refundable security into automatic forfeiture, charge ordinary wear, or waive the 31-day accounting.

Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

PENNSYLVANIA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. 68 P.S. §§ 250.511a-.512. The state-law summary provides: Return/accounting: 30 days after termination and surrender, with written itemization; tenant should provide a forwarding address.

Safekeeping and disclosure: Deposits over $100 held more than two years must be in an escrow account or backed by a bond as allowed. The landlord must notify the tenant in writing of the depository's name/address and the amount. Interest becomes payable after the second anniversary, less a 1% administrative fee.

Ordinary wear: Deductions are limited to actual lease loss and tenant-caused damage; ordinary wear is not chargeable.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Failure to provide the itemized list can forfeit retention rights; landlord may owe double the amount wrongfully withheld. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Pennsylvania quick reference — Deposit ceiling: First year: two months' rent. Second and later years: one month. After five years, the deposit may not increase merely because rent increases.

Lease-clause limits: A lease cannot override the declining cap, escrow/bank notice, interest, or 30-day accounting rules.

Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

RHODE ISLAND

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. R.I. Gen. Laws § 34-18-19. The state-law summary provides: Return/accounting: 20 days after termination, delivery of possession, and receipt of the tenant's forwarding address, with itemization.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement.

Ordinary wear: Only accrued rent, actual physical damage beyond ordinary wear, trash disposal, and other listed sums may be deducted.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover the amount due plus up to twice the amount wrongfully withheld, court costs, and reasonable attorney fees. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Rhode Island quick reference — Deposit ceiling: One month's rent.
Lease-clause limits: A lease cannot exceed the cap, charge ordinary wear, or waive itemization and enhanced remedies.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

South Carolina • South Dakota • Tennessee • Texas

South Carolina

Controlling law: S.C. Code § 27-40-410

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: The deposit is held in trust, but the statute does not mandate a separate bank account, interest, or routine bank-location disclosure. Transfer of ownership requires written tenant notice if liability is shifted.

Normal wear and tear: Only accrued rent and actual loss from tenant noncompliance may be retained; ordinary use is not negligent or deliberate tenant damage.

Return and accounting deadline: 30 days after termination, delivery of possession, and tenant demand, whichever is later, with a forwarding address and written itemization.

Consequences of noncompliance: Tenant may recover the amount due, actual damages, and attorney fees for willful noncompliance. Deliberate use of prohibited waiver/exculpation clauses can add damages up to the deposit plus fees.

Unenforceable or limited lease clauses: Section 27-40-330 makes a tenant's waiver of rights/remedies unenforceable.

South Dakota

Controlling law: S.D. Codified Laws §§ 43-32-6.1, -24

Deposit ceiling: One month's rent, except a higher amount may be agreed for special conditions posing danger to maintenance.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only rent and actual tenant-caused damage beyond ordinary wear may be retained.

Return and accounting deadline: Refund: two weeks after termination and receipt of the tenant's mailing address or delivery instruction. A detailed itemization must be provided within 45 days on request.

Consequences of noncompliance: Wrongful retention may result in the amount due plus up to $200 punitive damages, along with other available relief.

Unenforceable or limited lease clauses: A lease cannot routinely exceed the cap without the statutory special-condition basis, charge ordinary wear, or erase return/itemization duties.

Tennessee

Controlling law: Tenn. Code § 66-28-301

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: Must be deposited in an account used only for security deposits at a regulated bank/lender. At lease signing and payment, the tenant must be notified of the account location; the account number need not be disclosed.

Normal wear and tear: Physical-damage deductions depend heavily on the statutory mutual inspection/list procedure. Ordinary wear is not chargeable as damage.

Return and accounting deadline: The statute does not use a simple universal 30-day refund deadline. It requires notice to the tenant's last known/reasonably determinable address of any refund due; if the tenant does not respond within 60 days after notice, the landlord may retain it. Damage claims must be discovered within the earlier of 30 days after vacancy or 7 days after a new tenant takes possession.

Consequences of noncompliance: A landlord who fails both the dedicated-account and required damage-list duties is not entitled to retain any portion; other actual damages, fees, and costs may be available.

Unenforceable or limited lease clauses: A lease cannot dispense with the dedicated account, account-location notice, inspection/list process, or ordinary-wear limitation.

Texas

Controlling law: Tex. Prop. Code §§ 92.101-.113

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement for ordinary residential landlords.

Normal wear and tear: Landlord may deduct damages and lawful charges for which the tenant is legally liable, but not normal wear and tear. “Normal wear and tear” is statutorily defined.

Return and accounting deadline: 30 days after the tenant surrenders the premises; the tenant must provide a forwarding address, though the right to refund is not forfeited by delay in providing it.

Consequences of noncompliance: Bad-faith retention creates liability for $100 plus three times the portion wrongfully withheld and reasonable attorney fees; bad-faith failure to give a description/list has additional consequences.

Unenforceable or limited lease clauses: A tenant may not waive the security-deposit subchapter except in the narrow statutory circumstances and form; automatic wear/forfeiture clauses are ineffective.

SOUTH CAROLINA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. S.C. Code § 27-40-410. The state-law summary provides: Return/accounting: 30 days after termination, delivery of possession, and tenant demand, whichever is later, with a forwarding address and written itemization.

Safekeeping and disclosure: The deposit is held in trust, but the statute does not mandate a separate bank account, interest, or routine bank-location disclosure. Transfer of ownership requires written tenant notice if liability is shifted.

Ordinary wear: Only accrued rent and actual loss from tenant noncompliance may be retained; ordinary use is not negligent or deliberate tenant damage.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover the amount due, actual damages, and attorney fees for willful noncompliance. Deliberate use of prohibited waiver/exculpation clauses can add damages up to the deposit plus fees. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

South Carolina quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: Section 27-40-330 makes a tenant's waiver of rights/remedies unenforceable.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

SOUTH DAKOTA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. S.D. Codified Laws §§ 43-32-6.1, -24. The state-law summary provides: Return/accounting: Refund: two weeks after termination and receipt of the tenant's mailing address or delivery instruction. A detailed itemization must be provided within 45 days on request.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement.

Ordinary wear: Only rent and actual tenant-caused damage beyond ordinary wear may be retained.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Wrongful retention may result in the amount due plus up to $200 punitive damages, along with other available relief. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

South Dakota quick reference — Deposit ceiling: One month's rent, except a higher amount may be agreed for special conditions posing danger to maintenance.
Lease-clause limits: A lease cannot routinely exceed the cap without the statutory special-condition basis, charge ordinary wear, or erase return/itemization duties.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

TENNESSEE

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Tenn. Code § 66-28-301. The state-law summary provides: Return/accounting: The statute does not use a simple universal 30-day refund deadline. It requires notice to the tenant's last known/reasonably determinable address of any refund due; if the tenant does not respond within 60 days after notice, the landlord may retain it. Damage claims must be discovered within the earlier of 30 days after vacancy or 7 days after a new tenant takes possession.

Safekeeping and disclosure: Must be deposited in an account used only for security deposits at a regulated bank/lender. At lease signing and payment, the tenant must be notified of the account location; the account number need not be disclosed.

Ordinary wear: Physical-damage deductions depend heavily on the statutory mutual inspection/list procedure. Ordinary wear is not chargeable as damage.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: A landlord who fails both the dedicated-account and required damage-list duties is not entitled to retain any portion; other actual damages, fees, and costs may be available. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Tennessee quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A lease cannot dispense with the dedicated account, account-location notice, inspection/list process, or ordinary-wear limitation.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

TEXAS

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Tex. Prop. Code §§ 92.101-.113. The state-law summary provides: Return/accounting: 30 days after the tenant surrenders the premises; the tenant must provide a forwarding address, though the right to refund is not forfeited by delay in providing it.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement for ordinary residential landlords.

Ordinary wear: Landlord may deduct damages and lawful charges for which the tenant is legally liable, but not normal wear and tear. “Normal wear and tear” is statutorily defined.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Bad-faith retention creates liability for $100 plus three times the portion wrongfully withheld and reasonable attorney fees; bad-faith failure to give a description/list has additional consequences. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Texas quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A tenant may not waive the security-deposit subchapter except in the narrow statutory circumstances and form; automatic wear/forfeiture clauses are ineffective.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

Utah • Vermont • Virginia • Washington

Utah

Controlling law: Utah Code §§ 57-17-2, -3, -5

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only reasonably necessary rent, cleaning, and tenant-caused damage beyond ordinary wear may be retained.

Return and accounting deadline: Generally 30 days after termination for refund and written itemization. The statute supplies a tenant notice/demand procedure before enhanced relief.

Consequences of noncompliance: After proper statutory notice and noncompliance, tenant may recover the full deposit/prepaid rent due, a $100 civil penalty, court costs, and attorney fees.

Unenforceable or limited lease clauses: Utah uniquely permits a genuinely nonrefundable deposit or portion only if a written agreement clearly states it is nonrefundable. A refundable security deposit cannot be converted by an ambiguous label.

Vermont

Controlling law: 9 V.S.A. § 4461

Deposit ceiling: No statewide maximum as of September 1, 2026; municipal ordinances may impose caps and interest requirements.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement; local ordinances may add rules.

Normal wear and tear: Permitted deductions are limited to unpaid rent, damage beyond normal wear and tear, unpaid charges the tenant must pay the landlord, and removal of abandoned property.

Return and accounting deadline: 14 days after the landlord discovers the tenant vacated or abandoned, with itemized statement; 60 days for qualifying seasonal occupancies not used as a primary residence.

Consequences of noncompliance: Late accounting forfeits the right to retain; willful withholding can result in double the amount wrongfully withheld plus reasonable attorney fees and costs.

Unenforceable or limited lease clauses: A lease cannot enlarge statutory deductions, charge ordinary wear, or waive forfeiture/enhanced remedies.

Virginia

Controlling law: Va. Code § 55.1-1226

Deposit ceiling: Two months' periodic rent.

Where held / what tenant must be told: No statewide separate-account, interest, or routine bank-location disclosure requirement under the Virginia Residential Landlord and Tenant Act; licensed real-estate agents have separate escrow regulations.

Normal wear and tear: Only actual rent, charges, and tenant-caused damage beyond reasonable wear and tear may be retained. Tenant has statutory move-out inspection rights.

Return and accounting deadline: 45 days after termination or vacancy, whichever is later, for itemization and refund. If third-party work is required and timely notice is given, an additional 15 days is allowed for final cost itemization.

Consequences of noncompliance: Willful noncompliance requires return/credit of the deposit plus actual damages and reasonable attorney fees; other remedies may apply.

Unenforceable or limited lease clauses: A lease cannot exceed the cap or waive the accounting, inspection, wear, and willful-noncompliance remedies.

Washington

Controlling law: RCW 59.18.260-.280

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: Must be in a Washington trust account at a regulated financial institution, or with a licensed escrow agent. The landlord must give written notice of the depository/escrow agent name and address and must notify the tenant of changes.

Normal wear and tear: No withholding for wear from ordinary use, undocumented carpet cleaning, undocumented items, or replacement of an entire item when only a damaged portion requires repair.

Return and accounting deadline: 30 days after termination and vacation/abandonment for the refund, full specific statement, and required invoices/estimates/documentation.

Consequences of noncompliance: Failure makes the landlord liable for the full deposit and can bar retention defenses; intentional refusal may result in up to twice the deposit, plus costs and reasonable attorney fees.

Unenforceable or limited lease clauses: A lease cannot waive the checklist, trust-account notice, documentation, ordinary-wear, or 30-day remedy.

UTAH

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Utah Code §§ 57-17-2, -3, -5. The state-law summary provides: Return/accounting: Generally 30 days after termination for refund and written itemization. The statute supplies a tenant notice/demand procedure before enhanced relief.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement.

Ordinary wear: Only reasonably necessary rent, cleaning, and tenant-caused damage beyond ordinary wear may be retained.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: After proper statutory notice and noncompliance, tenant may recover the full deposit/prepaid rent due, a $100 civil penalty, court costs, and attorney fees. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Utah quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: Utah uniquely permits a genuinely nonrefundable deposit or portion only if a written agreement clearly states it is nonrefundable. A refundable security deposit cannot be converted by an ambiguous label.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

VERMONT

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. 9 V.S.A. § 4461. The state-law summary provides: Return/accounting: 14 days after the landlord discovers the tenant vacated or abandoned, with itemized statement; 60 days for qualifying seasonal occupancies not used as a primary residence.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement; local ordinances may add rules.

Ordinary wear: Permitted deductions are limited to unpaid rent, damage beyond normal wear and tear, unpaid charges the tenant must pay the landlord, and removal of abandoned property.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Late accounting forfeits the right to retain; willful withholding can result in double the amount wrongfully withheld plus reasonable attorney fees and costs. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Vermont quick reference — Deposit ceiling: No statewide maximum as of September 1, 2026; municipal ordinances may impose caps and interest requirements.

Lease-clause limits: A lease cannot enlarge statutory deductions, charge ordinary wear, or waive forfeiture/enhanced remedies.

Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

VIRGINIA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Va. Code § 55.1-1226. The state-law summary provides: Return/accounting: 45 days after termination or vacancy, whichever is later, for itemization and refund. If third-party work is required and timely notice is given, an additional 15 days is allowed for final cost itemization.

Safekeeping and disclosure: No statewide separate-account, interest, or routine bank-location disclosure requirement under the Virginia Residential Landlord and Tenant Act; licensed real-estate agents have separate escrow regulations.

Ordinary wear: Only actual rent, charges, and tenant-caused damage beyond reasonable wear and tear may be retained. Tenant has statutory move-out inspection rights.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Willful noncompliance requires return/credit of the deposit plus actual damages and reasonable attorney fees; other remedies may apply. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Virginia quick reference — Deposit ceiling: Two months' periodic rent.
Lease-clause limits: A lease cannot exceed the cap or waive the accounting, inspection, wear, and willful-noncompliance remedies.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

WASHINGTON

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. RCW 59.18.260-.280. The state-law summary provides: Return/accounting: 30 days after termination and vacation/abandonment for the refund, full specific statement, and required invoices/estimates/documentation.

Safekeeping and disclosure: Must be in a Washington trust account at a regulated financial institution, or with a licensed escrow agent. The landlord must give written notice of the depository/escrow agent name and address and must notify the tenant of changes.

Ordinary wear: No withholding for wear from ordinary use, undocumented carpet cleaning, undocumented items, or replacement of an entire item when only a damaged portion requires repair.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Failure makes the landlord liable for the full deposit and can bar retention defenses; intentional refusal may result in up to twice the deposit, plus costs and reasonable attorney fees. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Washington quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A lease cannot waive the checklist, trust-account notice, documentation, ordinary-wear, or 30-day remedy.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

West Virginia • Wisconsin • Wyoming

West Virginia

Controlling law: W. Va. Code §§ 37-6A-1 to -5

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only past-due rent and actual tenant-caused damage beyond reasonable wear may be deducted.

Return and accounting deadline: 60 days after termination or 45 days after a new tenant occupies, whichever is earlier, for itemization and refund; special provisions apply when damages cannot yet be determined.

Consequences of noncompliance: Tenant may recover the amount due plus damages for annoyance/inconvenience equal to one and one-half times the amount wrongfully withheld; fees may be available under applicable law.

Unenforceable or limited lease clauses: A lease cannot authorize ordinary-wear deductions or waive the statutory deadline and damages.

Wisconsin

Controlling law: Wis. Stat. § 704.28; Wis. Admin. Code ATCP § 134.06

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide bank-location disclosure requirement. State administrative rules govern receipts, check-in sheets, and handling; no general statutory interest requirement.

Normal wear and tear: Deductions are limited to tenant damage/waste/neglect, unpaid rent/utilities, and specifically authorized reasonable items. Normal wear and tear cannot be charged, and a lease may not make such deductions routine.

Return and accounting deadline: 21 days after surrender/termination as defined by ATCP § 134.06, with itemization.

Consequences of noncompliance: Violation of the consumer-protection regulation may support recovery of twice the pecuniary loss plus costs and reasonable attorney fees under Wis. Stat. § 100.20(5).

Unenforceable or limited lease clauses: A lease clause authorizing deductions prohibited by ATCP § 134.06 is unenforceable and can itself create regulatory exposure.

Wyoming

Controlling law: Wyo. Stat. § 1-21-1208

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No general statutory requirement in § 1-21-1208 for a separate trust account, interest, or bank-location disclosure.

Normal wear and tear: Only rent, damages beyond reasonable wear, cleaning, and other actual lease obligations may be deducted.

Return and accounting deadline: Generally 30 days after termination or 15 days after receipt of a forwarding address, whichever is later. If damage deductions are made, the statute permits an additional 30 days; utility deposits have separate timing.

Consequences of noncompliance: Tenant may recover the amount due; after statutory notice/demand, court costs and reasonable attorney fees may be awarded.

Unenforceable or limited lease clauses: A lease cannot make ordinary wear chargeable or avoid the statutory itemization and timing requirements.

USE THE COMPANION GUIDE

The Word guide contains live links to every controlling statute, a quick deadline index, definitions, important exceptions, and tenant evidence guidance. Always verify amendments and local ordinances before relying on a remedy.

WEST VIRGINIA

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. W. Va. Code §§ 37-6A-1 to -5. The state-law summary provides: Return/accounting: 60 days after termination or 45 days after a new tenant occupies, whichever is earlier, for itemization and refund; special provisions apply when damages cannot yet be determined.

Safekeeping and disclosure: No statewide separate-account, interest, or bank-location disclosure requirement.

Ordinary wear: Only past-due rent and actual tenant-caused damage beyond reasonable wear may be deducted.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover the amount due plus damages for annoyance/inconvenience equal to one and one-half times the amount wrongfully withheld; fees may be available under applicable law. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

West Virginia quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A lease cannot authorize ordinary-wear deductions or waive the statutory deadline and damages.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

WISCONSIN

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Wis. Stat. § 704.28; Wis. Admin. Code ATCP § 134.06. The state-law summary provides: Return/accounting: 21 days after surrender/termination as defined by ATCP § 134.06, with itemization.

Safekeeping and disclosure: No statewide bank-location disclosure requirement. State administrative rules govern receipts, check-in sheets, and handling; no general statutory interest requirement.

Ordinary wear: Deductions are limited to tenant damage/waste/neglect, unpaid rent/utilities, and specifically authorized reasonable items. Normal wear and tear cannot be charged, and a lease may not make such deductions routine.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Violation of the consumer-protection regulation may support recovery of twice the pecuniary loss plus costs and reasonable attorney fees under Wis. Stat. § 100.20(5). This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Wisconsin quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A lease clause authorizing deductions prohibited by ATCP § 134.06 is unenforceable and can itself create regulatory exposure.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable. Confirm the current effective date and any required demand or pre-suit waiting period.

WYOMING

FILL ALL BRACKETS • VERIFY CURRENT LAW • KEEP PROOF OF DELIVERY

Security Deposit Return and Accounting Demand

DATE: [DATE SENT] DELIVERY: [CERTIFIED MAIL / STATUTORY METHOD / EMAIL IF PERMITTED]

TO: [LANDLORD / AGENT NAME AND ADDRESS] FROM: [TENANT NAME AND FORWARDING ADDRESS]

RE: [RENTAL PROPERTY ADDRESS] | Deposit: [AMOUNT] | Tenancy ended: [DATE] | Possession delivered: [DATE]

Dear [LANDLORD / PROPERTY MANAGER]:

I paid [SECURITY DEPOSIT AMOUNT] as security for the above tenancy. The tenancy ended on [DATE], possession was delivered on [DATE], and my forwarding address is [ADDRESS]. [SELECT AND COMPLETE: I have not received the deposit / I received only a partial refund / I received an accounting that I dispute / I did not receive the required account or bond notice.]

Applicable law. Wyo. Stat. § 1-21-1208. The state-law summary provides: Return/accounting: Generally 30 days after termination or 15 days after receipt of a forwarding address, whichever is later. If damage deductions are made, the statute permits an additional 30 days; utility deposits have separate timing.

Safekeeping and disclosure: No general statutory requirement in § 1-21-1208 for a separate trust account, interest, or bank-location disclosure.

Ordinary wear: Only rent, damages beyond reasonable wear, cleaning, and other actual lease obligations may be deducted.

Demand. Please provide no later than [INSERT THE APPLICABLE STATUTORY DEADLINE], or promptly cure if that deadline has passed:

1. The full refundable balance of the security deposit and any interest required by law;
2. A complete itemized accounting identifying each deduction, amount, date, and factual basis;
3. Copies of available photographs, invoices, receipts, estimates, inspection records, and depreciation or useful-life calculations supporting the deductions;
4. Any required receipt, bank, escrow, interest, account-location, or bond information not previously provided; and
5. Written confirmation that all deposit, accounting, inspection, and communication records are being preserved.

Potential consequences. The guide summarizes the applicable consequence as follows: Tenant may recover the amount due; after statutory notice/demand, court costs and reasonable attorney fees may be awarded. This notice does not assume that enhanced damages are automatic; bad faith, willfulness, demand, pre-suit notice, forwarding-address proof, statutory defenses, or judicial findings may apply.

Please respond in writing and send payment to the forwarding address above. Nothing in this notice waives any claim, defense, objection, offset, statutory remedy, local-law protection, or right to amend the requested relief after receiving additional information.

Sincerely,

[TENANT SIGNATURE]
[PRINTED NAME] | [PHONE] | [EMAIL]

Wyoming quick reference — Deposit ceiling: No statewide maximum.
Lease-clause limits: A lease cannot make ordinary wear chargeable or avoid the statutory itemization and timing requirements.
Use caution: Check municipal law and statutory exceptions. Do not claim that a lease is wholly void merely because one deposit clause is unenforceable.
Confirm the current effective date and any required demand or pre-suit waiting period.

COMMON CLAUSES TENANTS SHOULD CHALLENGE

“Deposit is automatically forfeited.”
Most statutes require proof of lawful deductions and an itemization. Automatic forfeiture usually conflicts with those duties.

“Tenant pays for all painting and carpet cleaning.”
A categorical charge is vulnerable when the work reflects ordinary wear, preexisting conditions, useful-life expiration, or routine turnover.

“Tenant waives the return deadline or itemized statement.”
Many states expressly prohibit waiver; a contract generally cannot nullify a mandatory statutory duty or public-policy remedy.

“Landlord may keep an estimated amount without later correction.”
States that allow estimates often require documentation, a final invoice, or refund of any overestimate.

“Any fee is nonrefundable because the lease says so.”
Courts look to function, not just label. Money securing performance is often a refundable deposit.

“Tenant pays replacement cost without depreciation.”
Full new replacement cost for an old item may exceed actual loss. Useful life, age, salvage, and repairability matter.

TENANT EVIDENCE CHECKLIST

- Lease, addenda, deposit receipt, bank or bond notice, and every deposit-related disclosure.
- Move-in checklist, dated photographs or video, repair requests, inspection notices, and move-out photographs or video.
- Proof of termination, key return, delivery of possession, forwarding address, and any required written demand.
- Envelope, postmark, email headers, itemization, photographs, invoices, estimates, depreciation records, and refund check.
- A calendar showing the statutory deadline, permitted extensions, demand date, and any pre-suit notice period.
- Local ordinances and regulated-property rules, including subsidized-housing and licensed-agent escrow regulations.

RESEARCH NOTES

The series was prepared September 1, 2026 from the companion guide’s state-law summaries and statutory citations. The current Louisiana August 1, 2026 amendment, D.C. August 14, 2026 amendment, Connecticut return formula, Colorado two-month cap, and Washington 30-day documentation rule are reflected. If a summary conflicts with enacted law, the enacted statute controls.

BEFORE FILING OR DEMANDING DAMAGES

Open the controlling statute, verify its effective date, check municipal rules, identify applicable exceptions, preserve the envelope and postmark, and document any required forwarding-address or pre-suit demand.

Before You Send Any State Demand

TENANT EVIDENCE CHECKLIST

- [ ] Lease, addenda, and deposit receipt
- [ ] Bank, escrow, interest, receipt, or bond notice
- [ ] Move-in checklist and dated photographs or video
- [ ] Repair requests and inspection communications
- [ ] Move-out photographs and key-return proof
- [ ] Forwarding address and delivery confirmation
- [ ] Envelope, postmark, itemization, estimates, and invoices
- [ ] Deadline calendar and any pre-suit notices

NOTICE QUALITY CHECK

- [ ] Correct jurisdiction and controlling statute
- [ ] Correct statutory triggering event and deadline
- [ ] Every bracket completed or deleted
- [ ] Only applicable alternatives retained
- [ ] Deposit and deduction amounts verified
- [ ] Remedy language qualified where required
- [ ] Delivery method complies with the statute
- [ ] Signed copy and proof of service preserved

FIVE-PART DEMAND STRUCTURE

1. Identify the tenancy: property, lease dates, deposit amount, termination, and possession.
2. State the law: cite the statute and identify the holding, notice, wear, or accounting requirement.
3. State the violation: explain what was not provided, what was withheld, and why it is disputed.
4. Demand specific relief: refund, corrected accounting, evidence, interest, or other available relief.
5. Preserve rights and records: reserve claims and request preservation of all deposit-related evidence.

LEGAL INFORMATION NOTICE

These templates are educational starting points. They are not individualized legal advice, do not create an attorney-client relationship, and may not satisfy a particular pre-suit demand statute. Laws and local ordinances change. Verify the current enacted text, effective dates, exceptions, service method, and required waiting period before sending or filing.

APPENDIX

Complete State-by-State Tenant Security Deposit Law Guide

The following 27 pages reproduce the uploaded reference guide in full.

SOURCE HIERARCHY

- Primary statute links appear in every jurisdiction entry.
- The enacted statute controls if a summary conflicts with current law.
- Municipal ordinances and regulated-property rules may add protections.
- Amendments after September 1, 2026 are not reflected unless the source guide expressly states otherwise.

TENANT SECURITY DEPOSIT LAW

A State-by-State Reference for All 50 States and the District of Columbia

Holding and tenant notice • Ordinary wear and tear • Unenforceable clauses • Return deadlines • Consequences

Prepared September 1, 2026

Tenant-focused legal information guide

How to Use This Guide

This guide identifies the principal statewide residential security-deposit rules. It distinguishes:

- where a deposit must be kept
- whether the landlord must tell the tenant the institution or account location
- what ordinary wear means in practice
- which lease terms conflict with mandatory law
- the accounting deadline
- the consequence of noncompliance

Term	Tenant-focused meaning
Ordinary wear and tear	Gradual deterioration from intended, careful use: minor scuffs, faded paint, worn traffic paths, aging fixtures, and similar conditions. It is not negligence, abuse, accident, unauthorized alteration, or excessive filth.
Account-location notice	A separate duty from merely using an escrow or trust account. “No statewide notice requirement” does not mean the landlord may violate a separate-account rule.
Automatic forfeiture clause	A lease sentence stating that the tenant loses the entire deposit for moving early, failing to give a particular notice, or receiving any damage charge. Such terms often conflict with statutes requiring actual loss and itemization.
Nonrefundable fee	A true fee may be valid in some states, but calling money “nonrefundable” does not control if the money actually secures lease performance. Utah and North Carolina have notable express rules for certain nonrefundable charges.

Important Limits

- This is legal information, not legal advice. Statutory exceptions can depend on property type, number of units, landlord status, subsidized housing, owner occupancy, length of tenancy, military status, age, domestic-violence protections, abandonment, and whether the tenant supplied a forwarding address or demand.
- Cities and counties may impose stricter caps, interest rules, disclosures, and penalties. Illinois, Vermont, and several large-city jurisdictions are especially important examples.
- “Up to” damages are not automatic. Bad faith, willfulness, demand letters, pre-suit notice, forwarding-address proof, and the judge's discretion can control the award.
- Before filing or calculating damages, open the linked statute and check amendments, effective dates, local law, and the facts of the tenancy.

North Carolina — High-Value Notice Rule

North Carolina requires more than safekeeping. Within 30 days after the lease begins, the landlord or agent must notify the tenant of the name and address of the bank/institution holding the deposit, or the bonding company. An out-of-state account is permitted only when backed by an adequate bond. Willful violation of the deposit, bond, or notice duties voids the landlord's right to retain any portion of the deposit.

Quick Deadline Index

Jurisdiction	General return/accounting deadline	Primary statute
Alabama	Refund and written itemization: 60 days after termination and delivery of possession.	Ala. Code § 35-9A-201
Alaska	Generally 14 days when the tenant properly gives notice and vacates; up to 30 days in other statutory circumstances, with an itemized statement.	Alaska Stat. § 34.03.070
Arizona	Within 14 business days after termination, delivery of possession, and demand by the tenant, excluding weekends and legal holidays; itemization is required.	Ariz. Rev. Stat. § 33-1321
Arkansas	Refund and itemized list: 60 days after termination and delivery of possession.	Ark. Code §§ 18-16-301 to -306
California	Itemized statement, refund, and required receipts/estimates: 21 calendar days after vacancy.	Cal. Civ. Code § 1950.5
Colorado	30 days after lease termination or surrender, unless the lease validly allows a longer period not exceeding 60 days.	Colo. Rev. Stat. §§ 38-12-102.5, -103
Connecticut	Generally 21 days after termination or 15 days after receipt of the tenant's written forwarding address, whichever is later, with itemization and accrued interest.	Conn. Gen. Stat. § 47a-21
Delaware	20 days after termination for refund and itemized estimated repair costs.	25 Del. C. § 5514
District of Columbia	The housing provider must issue the required written claim notice within 45 days after termination; the regulations govern final accounting/payment and interest.	D.C. Code § 42-3502.17; 14 DCMR §§ 308-311
Florida	If no claim: return within 15 days after termination.	Fla. Stat. § 83.49
Georgia	Refund and written statement: one month after termination.	O.C.G.A. §§ 44-7-30 to -36
Hawaii	14 days after termination; the landlord must mail the itemized notice and refund to the tenant's forwarding or last known address.	Haw. Rev. Stat. § 521-44

Jurisdiction	General return/accounting deadline	Primary statute
Idaho	21 days after surrender unless the lease sets a period up to 30 days.	Idaho Code §§ 6-321, 6-320
Illinois	Itemized damage statement: generally 30 days.	765 ILCS 710; 765 ILCS 715
Indiana	45 days after termination and delivery of possession, provided the tenant supplies a forwarding address, with written itemization.	Ind. Code §§ 32-31-3-9 to -16
Iowa	30 days after termination and receipt of the tenant's mailing address/delivery instructions, with a written statement of specific reasons.	Iowa Code § 562A.12
Kansas	Itemized deductions and balance: within 14 days after determining deductions, but no later than 30 days after termination and delivery of possession.	Kan. Stat. Ann. § 58-2550
Kentucky	If amounts are due, the landlord gives a final damage/rent statement and may retain the balance for 60 days if the tenant does not claim it; if no rent is owed, the remaining deposit is generally returned within 30 days after termination.	Ky. Rev. Stat. § 383.580
Louisiana	Return: within one month after the lease terminates.	La. Rev. Stat. §§ 9:3251-3254
Maine	21 or 30 days depending on whether there is a written rental agreement and what it validly provides; absent a written term, 21 days.	14 M.R.S. §§ 6031-6039
Maryland	45 days after the tenancy ends for refund, interest, and itemized statement.	Md. Code, Real Prop. § 8-203
Massachusetts	30 days after termination for the refund, interest, and compliant itemization.	Mass. Gen. Laws ch. 186, § 15B
Michigan	30 days after termination for the itemized damages notice/refund.	Mich. Comp. Laws §§ 554.601-.616
Minnesota	21 days after termination and receipt of a forwarding address; 5 days when displacement follows qualifying condemnation, with written reasons.	Minn. Stat. § 504B.178
Mississippi	45 days after termination for itemization and refund.	Miss. Code § 89-8-21

Jurisdiction	General return/accounting deadline	Primary statute
Missouri	30 days after termination for full return or itemized statement and balance.	Mo. Rev. Stat. § 535.300
Montana	10 days if nothing is deducted; 30 days when deductions are made, with itemization.	Mont. Code Ann. §§ 70-25-201 to -206
Nebraska	14 days after termination for refund and written itemization, mailed to the forwarding or last-known address.	Neb. Rev. Stat. §§ 76-1415, -1416
Nevada	30 days after termination for itemized accounting and refund.	Nev. Rev. Stat. §§ 118A.242-.250
New Hampshire	30 days after termination, with itemized deductions; different timing can apply to shared facilities governed by special rules.	N.H. Rev. Stat. §§ 540-A:5 to :8
New Jersey	Generally 30 days; 5 business days after qualifying fire/flood/condemnation displacement and 15 business days after certain domestic-violence terminations.	N.J. Stat. §§ 46:8-19 to -26
New Mexico	30 days after termination for refund and written itemization.	N.M. Stat. § 47-8-18
New York	14 days after vacancy for itemized statement and remaining deposit.	N.Y. Gen. Oblig. Law § 7-108
North Carolina	Itemization and refund: 30 days after termination and delivery of possession.	N.C. Gen. Stat. §§ 42-50 to -56
North Dakota	30 days after termination and delivery of possession for itemization/refund.	N.D. Cent. Code § 47-16-07.1
Ohio	30 days after termination and delivery of possession, with itemization; tenant should provide a forwarding address.	Ohio Rev. Code § 5321.16
Oklahoma	Within 45 days after termination, delivery of possession, and written demand by the tenant, with itemization.	Okla. Stat. tit. 41, § 115
Oregon	31 days after termination and delivery of possession for accounting and refund.	Or. Rev. Stat. § 90.300
Pennsylvania	30 days after termination and surrender, with written	68 P.S. §§ 250.511a-.512

Jurisdiction	General return/accounting deadline	Primary statute
	itemization; tenant should provide a forwarding address.	
Rhode Island	20 days after termination, delivery of possession, and receipt of the tenant's forwarding address, with itemization.	R.I. Gen. Laws § 34-18-19
South Carolina	30 days after termination, delivery of possession, and tenant demand, whichever is later, with a forwarding address and written itemization.	S.C. Code § 27-40-410
South Dakota	Refund: two weeks after termination and receipt of the tenant's mailing address or delivery instruction.	S.D. Codified Laws §§ 43-32-6.1, -24
Tennessee	The statute does not use a simple universal 30-day refund deadline.	Tenn. Code § 66-28-301
Texas	30 days after the tenant surrenders the premises; the tenant must provide a forwarding address, though the right to refund is not forfeited by delay in providing it.	Tex. Prop. Code §§ 92.101-.113
Utah	Generally 30 days after termination for refund and written itemization.	Utah Code §§ 57-17-2, -3, -5
Vermont	14 days after the landlord discovers the tenant vacated or abandoned, with itemized statement; 60 days for qualifying seasonal occupancies not used as a primary residence.	9 V.S.A. § 4461
Virginia	45 days after termination or vacancy, whichever is later, for itemization and refund.	Va. Code § 55.1-1226
Washington	30 days after termination and vacation/abandonment for the refund, full specific statement, and required invoices/estimates/documentation.	RCW 59.18.260-.280
West Virginia	60 days after termination or 45 days after a new tenant occupies, whichever is earlier, for itemization and refund; special provisions apply when damages cannot yet be determined.	W. Va. Code §§ 37-6A-1 to -5
Wisconsin	21 days after surrender/termination as defined by ATCP § 134.	Wis. Stat. § 704.28; Wis. Admin. Code ATCP § 134.06

Jurisdiction	General return/accounting deadline	Primary statute
Wyoming	Generally 30 days after termination or 15 days after receipt of a forwarding address, whichever is later.	Wyo. Stat. § 1-21-1208

State-by-State Rules

Each entry separates the deposit ceiling, safekeeping and account-location notice, ordinary wear, return deadline, consequences, and clause enforceability. “No statewide requirement” means the cited statewide deposit law does not impose that specific duty; always check local ordinances and regulated-agent rules.

Alabama

Controlling law: Ala. Code § 35-9A-201

Deposit ceiling: One month's periodic rent, plus reasonable additional security for pets, alterations, or increased liability risks.

Where held / what tenant must be told: No statewide deposit-specific escrow, separate-account, interest, or bank-location disclosure requirement in the cited section.

Normal wear and tear: Only accrued rent and loss caused by the tenant's noncompliance may be deducted; ordinary deterioration is not tenant-caused compensable damage.

Return and accounting deadline: Refund and written itemization: 60 days after termination and delivery of possession. The tenant should give a written forwarding address.

Consequences of noncompliance: Failure to timely mail the refund or accounting makes the landlord liable for double the tenant's original deposit.

Unenforceable or limited lease clauses: A clause demanding more than the cap (outside the stated exceptions), authorizing routine-wear deductions, or eliminating the 60-day accounting duty conflicts with the statute.

Alaska

Controlling law: Alaska Stat. § 34.03.070

Deposit ceiling: Generally two months' rent; the cap does not apply when monthly rent exceeds $2,000. Additional pet security is permitted within statutory conditions.

Where held / what tenant must be told: Must be held in a trust account in a bank, savings-and-loan association, or licensed escrow agent and not commingled with the landlord's funds. The statute requires separate accounting; it does not generally require routine disclosure of the bank's identity to the tenant.

Normal wear and tear: Deductions may cover accrued rent and damage beyond normal wear and tear.

Return and accounting deadline: Generally 14 days when the tenant properly gives notice and vacates; up to 30 days in other statutory circumstances, with an itemized statement.

Consequences of noncompliance: The tenant may recover twice the amount wrongfully withheld.

Unenforceable or limited lease clauses: A lease cannot convert ordinary wear into chargeable damage or avoid the trust-account, return, and itemization duties.

Arizona

Controlling law: Ariz. Rev. Stat. § 33-1321

Deposit ceiling: One and one-half months' rent, although a tenant may voluntarily pay more.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location notice requirement.

Normal wear and tear: Deductions may cover rent, tenant-caused damage beyond ordinary wear, and other actual losses from tenant noncompliance.

Return and accounting deadline: Within 14 business days after termination, delivery of possession, and demand by the tenant, excluding weekends and legal holidays; itemization is required.

Consequences of noncompliance: Tenant may recover the amount due plus damages equal to twice the amount wrongfully withheld.

Unenforceable or limited lease clauses: The landlord may not require more than the cap by relabeling it, and a clause waiving the statutory refund/accounting remedy is unenforceable under the residential act.

Arkansas

Controlling law: Ark. Code §§ 18-16-301 to -306

Deposit ceiling: Two months' rent; the statutory subchapter generally exempts landlords owning five or fewer dwelling units unless managed by a third party.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location notice requirement in this subchapter.

Normal wear and tear: Only rent and reasonably necessary amounts for tenant-caused damage or lease noncompliance may be retained; ordinary wear is not a proper damage charge.

Return and accounting deadline: Refund and itemized list: 60 days after termination and delivery of possession.

Consequences of noncompliance: Tenant may recover the amount due, twice the amount wrongfully withheld, costs, and reasonable attorney fees, subject to statutory defenses.

Unenforceable or limited lease clauses: A covered landlord cannot use a lease label or forfeiture clause to defeat the cap, itemization, or return remedy.

California

Controlling law: Cal. Civ. Code § 1950.5

Deposit ceiling: Generally one month's rent. A qualifying small landlord (no more than two residential properties and four units, with ownership restrictions) may generally collect up to two months' rent; special protections apply to service members.

Where held / what tenant must be told: The deposit is held for the tenant and is protected from the landlord's creditors, but no particular bank account or bank-location disclosure is generally required.

Normal wear and tear: No deductions for preexisting conditions, ordinary wear, cumulative wear, or automatic professional carpet/turnover cleaning. Charges must be reasonably necessary to restore the initial condition, excluding wear.

Return and accounting deadline: Itemized statement, refund, and required receipts/estimates: 21 calendar days after vacancy. The tenant also has statutory pre-move-out inspection rights. Current law includes electronic-return options in specified circumstances.

Consequences of noncompliance: Bad-faith retention may produce actual damages plus up to twice the security deposit; the landlord bears the burden on the reasonableness of deductions.

Unenforceable or limited lease clauses: A clause requiring automatic repainting, carpet cleaning, deposit forfeiture, or more security than permitted is void to the extent it conflicts with § 1950.5.

Colorado

Controlling law: Colo. Rev. Stat. §§ 38-12-102.5, -103

Deposit ceiling: Two months' rent.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: The landlord may not retain for normal wear and tear; deductions require actual, documented loss.

Return and accounting deadline: 30 days after lease termination or surrender, unless the lease validly allows a longer period not exceeding 60 days.

Consequences of noncompliance: Wrongful withholding may expose the landlord to treble the wrongfully withheld amount plus attorney fees and costs. A tenant ordinarily must give the statutory pre-suit notice.

Unenforceable or limited lease clauses: The lease may extend the return period only to 60 days; it cannot authorize wear-and-tear deductions, exceed the deposit cap, or eliminate statutory remedies.

Connecticut

Controlling law: Conn. Gen. Stat. § 47a-21

Deposit ceiling: Two months' rent for tenants under 62; one month's rent for tenants age 62 or older.

Where held / what tenant must be told: Must be held in an interest-bearing escrow account at a Connecticut financial institution, separate from the landlord's assets. Within 30 days after receipt or transfer, the landlord must give written notice of the amount held and the financial institution's name and address.

Normal wear and tear: Only actual loss from the tenant's failure to meet statutory duties may be deducted; ordinary wear is excluded.

Return and accounting deadline: Generally 21 days after termination or 15 days after receipt of the tenant's written forwarding address, whichever is later, with itemization and accrued interest.

Consequences of noncompliance: Failure can result in statutory liability up to twice the deposit (with separate treatment for interest-only violations) and other remedies.

Unenforceable or limited lease clauses: Deposit caps, escrow, interest, notice, and refund rights cannot be waived by inconsistent lease language.

Delaware

Controlling law: 25 Del. C. § 5514

Deposit ceiling: Generally one month's rent for a lease of one year or longer; exceptions include furnished units and certain shorter tenancies. Pet deposits have a separate one-month cap.

Where held / what tenant must be told: Must be in a designated escrow account at a federally insured institution with an office accepting deposits in Delaware. The landlord must disclose the account location; failure to disclose within 20 days after a written tenant request is especially significant.

Normal wear and tear: Deductions are limited to actual damage exceeding normal wear and tear (or not curable by painting and ordinary cleaning), rent arrears, and other listed items.

Return and accounting deadline: 20 days after termination for refund and itemized estimated repair costs. Tenant has 10 days after receipt to object in writing to listed deductions.

Consequences of noncompliance: Late return can produce double the amount wrongfully withheld. Failure to disclose the account location after written request, or improper out-of-state/noninsured placement, causes forfeiture; failure to pay after forfeiture can produce double the deposit.

Unenforceable or limited lease clauses: A clause cannot override the cap, escrow/location-disclosure rule, forfeiture consequence, or statutory accounting.

District of Columbia

Controlling law: D.C. Code § 42-3502.17; 14 DCMR §§ 308-311

Deposit ceiling: Generally one month's rent under the D.C. Security Deposit Act/regulations; separately authorized pet-deposit rules may apply when funded and effective.

Where held / what tenant must be told: Deposit must be placed in an interest-bearing escrow account in a D.C. financial institution. The tenant is entitled to a receipt and required account/interest disclosures under 14 DCMR.

Normal wear and tear: No charge for ordinary wear and tear, including age-related deterioration. A repair covenant does not make the tenant responsible for substantial repairs, obsolete materials, or defects absent tenant fault.

Return and accounting deadline: The housing provider must issue the required written claim notice within 45 days after termination; the regulations govern final accounting/payment and interest. As of August 14, 2026, claim notices require supporting photographs/documentation and a dispute-right statement.

Consequences of noncompliance: The Office of Administrative Hearings may adjudicate nonreturn and unpaid-interest claims. Forfeiture, actual relief, and enhanced/treble damages for bad faith may apply under the D.C. regulatory scheme.

Unenforceable or limited lease clauses: A lease cannot make ordinary wear chargeable or waive statutory escrow, interest, notice, documentation, and dispute protections.

Florida

Controlling law: Fla. Stat. § 83.49

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: Landlord must use a separate non-interest escrow account, a separate interest account, or a qualifying surety bond. Within 30 days after receipt, the tenant must receive the statutory written notice identifying the depository/bond arrangement and interest terms; later changes also require notice.

Normal wear and tear: Only actual lawful claims may be made. Routine wear, aging, and ordinary turnover are not tenant damage.

Return and accounting deadline: If no claim: return within 15 days after termination. If claiming: send the statutory certified-mail notice within 30 days; the tenant generally has 15 days to object.

Consequences of noncompliance: Missing the claim-notice deadline forfeits the right to deduct from the deposit (though a separate damages suit may remain possible). The prevailing party in a deposit action may recover costs and reasonable attorney fees.

Unenforceable or limited lease clauses: A clause waiving Chapter 83 rights, avoiding the statutory notice form, or authorizing automatic forfeiture/wear deductions is unenforceable.

Georgia

Controlling law: O.C.G.A. §§ 44-7-30 to -36

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: Covered landlords must place deposits in an escrow account or post a bond and must inform the tenant in writing of the account location. Some small landlords are exempt unless using a management agent.

Normal wear and tear: Deductions require tenant-caused damage beyond ordinary wear, unpaid rent, or other actual breach loss. Move-in and move-out inspection procedures are central to the landlord's right to retain.

Return and accounting deadline: Refund and written statement: one month after termination.

Consequences of noncompliance: Failure to follow the deposit/inspection rules may forfeit retention rights. Intentional wrongful withholding can produce three times the amount improperly withheld plus reasonable attorney fees; good-faith error generally limits recovery.

Unenforceable or limited lease clauses: A clause cannot excuse statutory escrow/bond, inspection, accounting, or ordinary-wear limitations.

Hawaii

Controlling law: Haw. Rev. Stat. § 521-44

Deposit ceiling: One month's rent, plus a separately permitted pet deposit (service animals excluded).

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Deductions may cover accrued rent, tenant-caused damage beyond ordinary wear, failure to return keys, and other specifically authorized loss.

Return and accounting deadline: 14 days after termination; the landlord must mail the itemized notice and refund to the tenant's forwarding or last known address.

Consequences of noncompliance: Wrongful or bad-faith retention may support recovery of the amount due and up to three times the amount wrongfully retained, plus costs and fees as allowed.

Unenforceable or limited lease clauses: The statutory cap, 14-day accounting, and wear exclusion cannot be defeated by a lease label or automatic forfeiture term.

Idaho

Controlling law: Idaho Code §§ 6-321, 6-320

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location notice requirement.

Normal wear and tear: The deposit may be applied only as the agreement and law allow; normal wear and tear may not be charged.

Return and accounting deadline: 21 days after surrender unless the lease sets a period up to 30 days. Written itemization is required.

Consequences of noncompliance: After the statutory demand procedure, the tenant may recover the amount due; treble damages, costs, and attorney fees may be available under §§ 6-320 and 6-321.

Unenforceable or limited lease clauses: The lease may extend the deadline only to 30 days; it may not redefine normal wear as damage or make the refundable deposit automatically forfeited.

Illinois

Controlling law: 765 ILCS 710; 765 ILCS 715

Deposit ceiling: No general statewide cap; local ordinances (including Cook County/Chicago rules) may impose stricter limits.

Where held / what tenant must be told: Statewide account and interest duties depend on building size. Landlords of covered larger properties must keep deposits in a federally insured interest-bearing account and pay statutory interest. State law does not create one uniform bank-location notice rule for every rental; local ordinances may.

Normal wear and tear: Covered landlords may deduct only reasonable amounts for tenant damage beyond ordinary wear and tear and must substantiate deductions.

Return and accounting deadline: Itemized damage statement: generally 30 days. Remaining/full deposit: generally 45 days after vacancy.

Consequences of noncompliance: A landlord covered by the Security Deposit Return Act who refuses or fails to provide the required statement/receipts may owe twice the deposit plus costs and reasonable attorney fees; interest violations carry separate remedies.

Unenforceable or limited lease clauses: State and local protections cannot be waived by a clause that authorizes wear deductions, avoids documentation, or conflicts with a controlling ordinance.

Indiana

Controlling law: Ind. Code §§ 32-31-3-9 to -16

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only accrued rent, actual damage beyond ordinary wear, unpaid utility/sewer charges, and other listed losses may be deducted.

Return and accounting deadline: 45 days after termination and delivery of possession, provided the tenant supplies a forwarding address, with written itemization.

Consequences of noncompliance: Failure to itemize timely can waive the landlord's claim to the deposit and expose the landlord to the amount due plus reasonable attorney fees.

Unenforceable or limited lease clauses: A lease cannot expand deductions beyond the statute, charge ordinary wear, or eliminate the 45-day itemization remedy.

Iowa

Controlling law: Iowa Code § 562A.12

Deposit ceiling: Two months' rent.

Where held / what tenant must be told: Must be held in a federally insured bank, savings-and-loan association, or credit union account; deposits may be combined with other tenants' deposits but not the landlord's personal funds. State law does not require routine disclosure of the bank name/address to the tenant.

Normal wear and tear: Only rent and actual damages from tenant noncompliance may be retained; ordinary wear is not chargeable. Interest belongs to the landlord for the first five years, then to the tenant as provided by statute.

Return and accounting deadline: 30 days after termination and receipt of the tenant's mailing address/delivery instructions, with a written statement of specific reasons.

Consequences of noncompliance: Bad-faith retention can produce actual damages plus up to two months' periodic rent and reasonable attorney fees.

Unenforceable or limited lease clauses: A clause exceeding the cap, charging ordinary wear, or waiving statutory accounting/remedies is prohibited.

Kansas

Controlling law: Kan. Stat. Ann. § 58-2550

Deposit ceiling: One month's rent for an unfurnished unit; one and one-half months for furnished; an additional pet deposit up to one-half month is generally permitted.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Deductions are limited to rent and actual damages caused by tenant noncompliance; ordinary wear is excluded.

Return and accounting deadline: Itemized deductions and balance: within 14 days after determining deductions, but no later than 30 days after termination and delivery of possession.

Consequences of noncompliance: Tenant may recover the amount due plus damages equal to one and one-half times the amount wrongfully withheld, with attorney fees where authorized.

Unenforceable or limited lease clauses: The lease cannot exceed the caps, waive the accounting, or treat routine wear as damage.

Kentucky

Controlling law: Ky. Rev. Stat. § 383.580

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: Must be placed in a separate account used only for security deposits at a regulated bank/lender. Before taking the deposit, the landlord must inform the prospective tenant of the account location and account number.

Normal wear and tear: A signed move-in damage list and inspection opportunity are prerequisites. Deductions require actual tenant damage or sums due; ordinary wear is not chargeable.

Return and accounting deadline: If amounts are due, the landlord gives a final damage/rent statement and may retain the balance for 60 days if the tenant does not claim it; if no rent is owed, the remaining deposit is generally returned within 30 days after termination.

Consequences of noncompliance: Failure to follow the account and inspection/list procedures can bar the landlord from retaining the deposit; the prevailing party may receive reasonable attorney fees.

Unenforceable or limited lease clauses: A lease cannot waive the separate-account/account-number disclosure or statutory inspection/accounting protections.

Louisiana

Controlling law: La. Rev. Stat. §§ 9:3251-3254

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only amounts reasonably necessary to remedy tenant default or unreasonable wear may be retained; ordinary wear is not chargeable.

Return and accounting deadline: Return: within one month after the lease terminates. Under 2026 Act 63 (effective August 1, 2026), the itemized-statement timing for retained amounts includes revised language allowing the stated additional 15-day window; give a written forwarding address.

Consequences of noncompliance: Willful failure allows recovery of the wrongfully retained portion plus the greater of $300 or twice that portion. Failure to remit within 30 days after written demand is willful; fees/costs may be awarded.

Unenforceable or limited lease clauses: Section 9:3254 makes waiver of these rights null and void; relabeling security as a nonrefundable fee does not control its legal character.

Maine

Controlling law: 14 M.R.S. §§ 6031-6039

Deposit ceiling: Two months' rent.

Where held / what tenant must be told: Must be held in a separate escrow account at a bank or other financial institution and not commingled. On request, the landlord must disclose the institution/account information allowed by statute.

Normal wear and tear: Deductions may cover actual rent/default loss and physical damage beyond ordinary wear and tear.

Return and accounting deadline: 21 or 30 days depending on whether there is a written rental agreement and what it validly provides; absent a written term, 21 days. Itemization is required.

Consequences of noncompliance: Wrongful retention can produce double the amount wrongfully withheld, with attorney fees/costs under the statutory remedies.

Unenforceable or limited lease clauses: A lease may use the permitted return period but cannot waive escrow, cap, wear, or penalty protections.

Maryland

Controlling law: Md. Code, Real Prop. § 8-203

Deposit ceiling: One month's rent in most cases; narrow exceptions and separate surety-bond limits apply.

Where held / what tenant must be told: Must be in a federally insured Maryland financial institution in an interest-bearing account or insured certificate of deposit, separate from the landlord's funds. The landlord must provide the

statutory security-deposit receipt; the law focuses on the receipt/escrow duty rather than a universal account-number disclosure.

Normal wear and tear: No deductions for ordinary wear and tear. Tenant has statutory move-in and move-out inspection rights, and itemized costs require supporting documentation.

Return and accounting deadline: 45 days after the tenancy ends for refund, interest, and itemized statement.

Consequences of noncompliance: Failure to send the damages list forfeits the right to withhold for damages; failure to return can support up to three times the withheld amount plus reasonable attorney fees.

Unenforceable or limited lease clauses: Section 8-203(l) expressly provides that no provision of the section may be waived in a lease.

Massachusetts

Controlling law: Mass. Gen. Laws ch. 186, § 15B

Deposit ceiling: One month's rent.

Where held / what tenant must be told: Must be placed in a separate interest-bearing Massachusetts bank account. Within 30 days, the tenant must receive a receipt identifying the bank, address, amount, and account number.

Normal wear and tear: Only specifically authorized sums may be deducted; reasonable wear and tear is expressly excluded. The damage list must be detailed, sworn under penalties of perjury, and supported by written evidence.

Return and accounting deadline: 30 days after termination for the refund, interest, and compliant itemization.

Consequences of noncompliance: Many violations cause forfeiture of all retention rights; specified violations result in mandatory treble damages, interest, costs, and reasonable attorney fees.

Unenforceable or limited lease clauses: Any conflicting lease provision or tenant waiver is expressly void and unenforceable as against public policy.

Michigan

Controlling law: Mich. Comp. Laws §§ 554.601-.616

Deposit ceiling: One and one-half months' rent.

Where held / what tenant must be told: Deposit must be held in a regulated financial institution unless the landlord posts the statutory bond. Within 14 days after occupancy, the landlord must give written notice of the institution's name/address (or bond) and the tenant's duty to provide a forwarding address.

Normal wear and tear: Only actual damages, rent, utilities, and other listed obligations may be deducted; ordinary wear and tear is excluded.

Return and accounting deadline: 30 days after termination for the itemized damages notice/refund. Tenant generally has 7 days to dispute; the landlord may have to sue within 45 days to retain disputed sums.

Consequences of noncompliance: Failure to comply may waive damages claims and can expose the landlord to double the deposit plus attorney fees in specified circumstances.

Unenforceable or limited lease clauses: A lease cannot eliminate the statutory notice, inventory, dispute, or timing scheme.

Minnesota

Controlling law: Minn. Stat. § 504B.178

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account or bank-location disclosure requirement, but statutory interest accrues for the tenant.

Normal wear and tear: Only reasonably necessary amounts for rent, other lease obligations, and restoring tenant-caused damage beyond ordinary wear and tear may be retained.

Return and accounting deadline: 21 days after termination and receipt of a forwarding address; 5 days when displacement follows qualifying condemnation, with written reasons.

Consequences of noncompliance: Landlord may owe the withheld amount, statutory interest, and a penalty equal to the amount withheld; bad faith can add up to $500, plus fees where authorized.

Unenforceable or limited lease clauses: A lease may not waive the tenant's statutory rights or make ordinary wear chargeable.

Mississippi

Controlling law: Miss. Code § 89-8-21

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Landlord may retain only for rent, tenant-caused damage beyond ordinary wear, cleaning beyond ordinary use, and other actual lease default.

Return and accounting deadline: 45 days after termination for itemization and refund.

Consequences of noncompliance: Tenant may recover the amount due and actual damages; bad-faith retention can add up to $200.

Unenforceable or limited lease clauses: A clause cannot make routine wear automatically chargeable or eliminate the statutory accounting/refund duty.

Missouri

Controlling law: Mo. Rev. Stat. § 535.300

Deposit ceiling: Two months' rent.

Where held / what tenant must be told: Must be held in a federally insured bank, credit union, or depository institution. No statewide requirement to identify the institution to the tenant; interest belongs to the landlord.

Normal wear and tear: Only reasonably necessary sums for rent, restoring the unit (ordinary wear excluded), actual lease damages, and listed losses may be retained.

Return and accounting deadline: 30 days after termination for full return or itemized statement and balance.

Consequences of noncompliance: Wrongful withholding can produce twice the amount wrongfully withheld; attorney fees may be available under applicable law.

Unenforceable or limited lease clauses: A lease cannot exceed the cap, charge ordinary wear, or remove the 30-day written accounting.

Montana

Controlling law: Mont. Code Ann. §§ 70-25-201 to -206

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only unpaid rent, utilities, and actual cleaning/damage beyond ordinary wear may be deducted; move-in condition evidence matters.

Return and accounting deadline: 10 days if nothing is deducted; 30 days when deductions are made, with itemization.

Consequences of noncompliance: Tenant may recover the amount wrongfully withheld; bad faith can add damages equal to the wrongful withholding, plus other actual damages.

Unenforceable or limited lease clauses: A lease cannot convert ordinary wear into damage or avoid statutory itemization and deadlines.

Nebraska

Controlling law: Neb. Rev. Stat. §§ 76-1415, -1416

Deposit ceiling: One month's rent, plus a pet deposit generally capped at one-quarter month's rent.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location notice requirement.

Normal wear and tear: Deductions may cover rent and actual loss caused by tenant noncompliance; ordinary wear is not chargeable.

Return and accounting deadline: 14 days after termination for refund and written itemization, mailed to the forwarding or last-known address.

Consequences of noncompliance: Tenant may recover the amount due, court costs, and reasonable attorney fees; willful bad-faith violation may add statutory liquidated damages.

Unenforceable or limited lease clauses: Section 76-1415 makes a tenant waiver of statutory rights unenforceable and provides damages/fees for deliberate use of prohibited terms.

Nevada

Controlling law: Nev. Rev. Stat. §§ 118A.242-.250

Deposit ceiling: Three months' rent in the aggregate, including any surety bond/security arrangement governed by the statute.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Deductions may cover rent, repair of tenant-caused damage beyond normal wear, and reasonable cleaning necessary to return the unit to its initial level.

Return and accounting deadline: 30 days after termination for itemized accounting and refund.

Consequences of noncompliance: Court may award the amount due and up to twice that amount as damages, considering good faith, course of conduct, and harm; fees may be awarded.

Unenforceable or limited lease clauses: A lease cannot exceed the cap, make ordinary wear chargeable, or waive the 30-day accounting.

New Hampshire

Controlling law: N.H. Rev. Stat. §§ 540-A:5 to :8

Deposit ceiling: One month's rent or $100, whichever is greater, for covered tenancies.

Where held / what tenant must be told: Must be held in a separate New Hampshire financial-institution account, not commingled. The landlord must give a receipt (unless payment method itself provides one) and disclose the institution/account as the statute requires; interest is due after one year.

Normal wear and tear: Deductions are limited to rent and actual damages beyond ordinary wear and tear, taxes/charges allowed by law, and specified expenses.

Return and accounting deadline: 30 days after termination, with itemized deductions; different timing can apply to shared facilities governed by special rules.

Consequences of noncompliance: Landlord may owe twice the deposit plus costs and reasonable attorney fees; each violation may also support statutory relief.

Unenforceable or limited lease clauses: Conflicting waivers, excessive deposits, and automatic wear/cleaning forfeitures are unenforceable.

New Jersey

Controlling law: N.J. Stat. §§ 46:8-19 to -26

Deposit ceiling: One and one-half months' rent; annual increases are limited.

Where held / what tenant must be told: Must be placed in a qualifying New Jersey interest-bearing account or fund. Within 30 days, the landlord must give written notice of the institution/fund name and address, account type, current interest rate, and deposit amount; annual and transfer notices also apply.

Normal wear and tear: Only actual lease loss and tenant-caused damage beyond ordinary wear may be deducted.

Return and accounting deadline: Generally 30 days; 5 business days after qualifying fire/flood/condemnation displacement and 15 business days after certain domestic-violence terminations.

Consequences of noncompliance: Tenant may recover double the amount wrongfully withheld, plus court costs and attorney fees. Failure to provide account notice can allow the tenant to apply the deposit plus interest to rent after statutory notice.

Unenforceable or limited lease clauses: A lease cannot waive the account notice, interest, return, or double-damages protections.

New Mexico

Controlling law: N.M. Stat. § 47-8-18

Deposit ceiling: One month's rent for a rental agreement under one year; for a term of one year or more, a larger deposit may be collected but statutory interest applies to the excess.

Where held / what tenant must be told: Held for the tenant in a New Mexico financial institution. The statute does not require a separate account or routine bank-location disclosure.

Normal wear and tear: Only unpaid rent, tenant-caused damage beyond normal wear, and other actual lease obligations may be deducted.

Return and accounting deadline: 30 days after termination for refund and written itemization.

Consequences of noncompliance: Landlord forfeits the right to retain if the statement is not timely and may owe the amount due, $250, reasonable attorney fees, and other damages.

Unenforceable or limited lease clauses: A lease cannot defeat the one-month cap for short terms, interest rule, ordinary-wear limitation, or forfeiture remedy.

New York

Controlling law: N.Y. Gen. Oblig. Law § 7-108

Deposit ceiling: One month's rent.

Where held / what tenant must be told: Must be held in trust in a New York banking organization and not commingled. The tenant must receive written notice of the bank's name/address and deposit amount. Buildings with six or more units require an interest-bearing account; landlord may retain a 1% annual administrative fee.

Normal wear and tear: No deductions for ordinary wear and tear. A pre-vacate inspection and itemized statement of proposed deductions are required when the tenant requests/participates as provided by statute.

Return and accounting deadline: 14 days after vacancy for itemized statement and remaining deposit.

Consequences of noncompliance: Failure to timely itemize forfeits the right to retain. Willful violation can produce up to twice the deposit; the landlord bears the burden of proving lawful retention.

Unenforceable or limited lease clauses: A lease cannot waive the cap, trust/bank notice, inspection, wear, 14-day, or forfeiture rules.

North Carolina

Controlling law: N.C. Gen. Stat. §§ 42-50 to -56

Deposit ceiling: Two weeks' rent for week-to-week; one and one-half months for month-to-month; two months for terms longer than month-to-month. A reasonable nonrefundable pet fee is separately permitted.

Where held / what tenant must be told: Deposit must be in a trust account at a licensed/federally insured institution authorized to do business in North Carolina, or backed by a qualifying bond. An out-of-state trust account is permitted only with an adequate bond. Within 30 days after the lease begins, the landlord/agent must notify the tenant of the bank/institution name and address or the bonding company name.

Normal wear and tear: The landlord may not withhold for normal wear and tear or retain more than actual damages. Uses are limited by § 42-51.

Return and accounting deadline: Itemization and refund: 30 days after termination and delivery of possession. If the claim cannot be determined, an interim accounting is due at 30 days and final accounting at 60 days.

Consequences of noncompliance: Willful failure to comply with deposit, bond, or notice duties voids the landlord's right to retain any portion. Tenant may recover the balance, actual damages, and potentially attorney fees for willful noncompliance.

Unenforceable or limited lease clauses: A lease cannot authorize uses outside § 42-51, charge normal wear, excuse the 30-day bank/bond notice, or eliminate the interim/final accounting duties.

North Dakota

Controlling law: N.D. Cent. Code § 47-16-07.1

Deposit ceiling: Generally one month's rent; up to two months for a tenant with a qualifying felony conviction or prior lease-violation judgment, and additional pet security within limits. Service animals are exempt from pet deposits.

Where held / what tenant must be told: Must be held in a federally insured interest-bearing savings/checking account. The statute does not impose a universal bank-name notice in every tenancy; interest is due after nine months.

Normal wear and tear: Only actual amounts necessary for rent, repairs beyond ordinary wear, cleaning, and listed obligations may be retained.

Return and accounting deadline: 30 days after termination and delivery of possession for itemization/refund.

Consequences of noncompliance: Bad-faith withholding may result in treble the amount withheld plus reasonable attorney fees.

Unenforceable or limited lease clauses: A lease cannot evade the cap, interest, ordinary-wear, return, or enhanced-damages rules.

Ohio

Controlling law: Ohio Rev. Code § 5321.16

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account or bank-location disclosure requirement. If the deposit exceeds $50 or one month's rent, whichever is greater, and the tenant remains at least six months, 5% annual interest is due on the excess.

Normal wear and tear: Deductions are limited to past-due rent and actual damages from tenant noncompliance; ordinary wear is not chargeable.

Return and accounting deadline: 30 days after termination and delivery of possession, with itemization; tenant should provide a forwarding address.

Consequences of noncompliance: Wrongful withholding can produce damages equal to the amount wrongfully withheld in addition to the amount due, plus reasonable attorney fees.

Unenforceable or limited lease clauses: A lease cannot waive the 30-day itemization, double-recovery structure, interest on the statutory excess, or ordinary-wear limitation.

Oklahoma

Controlling law: Okla. Stat. tit. 41, § 115

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: Must be kept in an escrow account at a federally insured financial institution located in Oklahoma. The statute does not require routine disclosure of the bank identity to the tenant.

Normal wear and tear: May be applied to rent and actual damages caused by tenant noncompliance; ordinary wear is not chargeable.

Return and accounting deadline: Within 45 days after termination, delivery of possession, and written demand by the tenant, with itemization. If no written demand is made within six months, the deposit may revert as the statute provides.

Consequences of noncompliance: Tenant may recover the amount due, costs, and attorney fees; misuse of escrow funds may carry additional civil/criminal consequences.

Unenforceable or limited lease clauses: A lease cannot waive the escrow, written-demand/refund, or lawful-deduction rules.

Oregon

Controlling law: Or. Rev. Stat. § 90.300

Deposit ceiling: No statewide maximum, but if a landlord increases the deposit after the first year, installment rights may apply. Prepaid last month's rent is treated as security for statutory purposes.

Where held / what tenant must be told: Landlord holds the deposit for the tenant; no particular separate account, interest, or bank-location notice is generally required.

Normal wear and tear: Only amounts reasonably necessary for rent, tenant default, and repairing tenant-caused damage beyond ordinary wear and tear may be deducted; labor charges must be reasonable.

Return and accounting deadline: 31 days after termination and delivery of possession for accounting and refund.

Consequences of noncompliance: Tenant may recover the amount due plus twice the amount wrongfully withheld; attorney fees may be awarded to the prevailing party under Oregon landlord-tenant law.

Unenforceable or limited lease clauses: A lease cannot turn refundable security into automatic forfeiture, charge ordinary wear, or waive the 31-day accounting.

Pennsylvania

Controlling law: 68 P.S. §§ 250.511a-.512

Deposit ceiling: First year: two months' rent. Second and later years: one month. After five years, the deposit may not increase merely because rent increases.

Where held / what tenant must be told: Deposits over $100 held more than two years must be in an escrow account or backed by a bond as allowed. The landlord must notify the tenant in writing of the depository's name/address and the amount. Interest becomes payable after the second anniversary, less a 1% administrative fee.

Normal wear and tear: Deductions are limited to actual lease loss and tenant-caused damage; ordinary wear is not chargeable.

Return and accounting deadline: 30 days after termination and surrender, with written itemization; tenant should provide a forwarding address.

Consequences of noncompliance: Failure to provide the itemized list can forfeit retention rights; landlord may owe double the amount wrongfully withheld.

Unenforceable or limited lease clauses: A lease cannot override the declining cap, escrow/bank notice, interest, or 30-day accounting rules.

Rhode Island

Controlling law: R.I. Gen. Laws § 34-18-19

Deposit ceiling: One month's rent.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only accrued rent, actual physical damage beyond ordinary wear, trash disposal, and other listed sums may be deducted.

Return and accounting deadline: 20 days after termination, delivery of possession, and receipt of the tenant's forwarding address, with itemization.

Consequences of noncompliance: Tenant may recover the amount due plus up to twice the amount wrongfully withheld, court costs, and reasonable attorney fees.

Unenforceable or limited lease clauses: A lease cannot exceed the cap, charge ordinary wear, or waive itemization and enhanced remedies.

South Carolina

Controlling law: S.C. Code § 27-40-410

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: The deposit is held in trust, but the statute does not mandate a separate bank account, interest, or routine bank-location disclosure. Transfer of ownership requires written tenant notice if liability is shifted.

Normal wear and tear: Only accrued rent and actual loss from tenant noncompliance may be retained; ordinary use is not negligent or deliberate tenant damage.

Return and accounting deadline: 30 days after termination, delivery of possession, and tenant demand, whichever is later, with a forwarding address and written itemization.

Consequences of noncompliance: Tenant may recover the amount due, actual damages, and attorney fees for willful noncompliance. Deliberate use of prohibited waiver/exculpation clauses can add damages up to the deposit plus fees.

Unenforceable or limited lease clauses: Section 27-40-330 makes a tenant's waiver of rights/remedies unenforceable.

South Dakota

Controlling law: S.D. Codified Laws §§ 43-32-6.1, -24

Deposit ceiling: One month's rent, except a higher amount may be agreed for special conditions posing danger to maintenance.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only rent and actual tenant-caused damage beyond ordinary wear may be retained.

Return and accounting deadline: Refund: two weeks after termination and receipt of the tenant's mailing address or delivery instruction. A detailed itemization must be provided within 45 days on request.

Consequences of noncompliance: Wrongful retention may result in the amount due plus up to $200 punitive damages, along with other available relief.

Unenforceable or limited lease clauses: A lease cannot routinely exceed the cap without the statutory special-condition basis, charge ordinary wear, or erase return/itemization duties.

Tennessee

Controlling law: Tenn. Code § 66-28-301

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: Must be deposited in an account used only for security deposits at a regulated bank/lender. At lease signing and payment, the tenant must be notified of the account location; the account number need not be disclosed.

Normal wear and tear: Physical-damage deductions depend heavily on the statutory mutual inspection/list procedure. Ordinary wear is not chargeable as damage.

Return and accounting deadline: The statute does not use a simple universal 30-day refund deadline. It requires notice to the tenant's last known/reasonably determinable address of any refund due; if the tenant does not respond within 60 days after notice, the landlord may retain it. Damage claims must be discovered within the earlier of 30 days after vacancy or 7 days after a new tenant takes possession.

Consequences of noncompliance: A landlord who fails both the dedicated-account and required damage-list duties is not entitled to retain any portion; other actual damages, fees, and costs may be available.

Unenforceable or limited lease clauses: A lease cannot dispense with the dedicated account, account-location notice, inspection/list process, or ordinary-wear limitation.

Texas

Controlling law: Tex. Prop. Code §§ 92.101-.113

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement for ordinary residential landlords.

Normal wear and tear: Landlord may deduct damages and lawful charges for which the tenant is legally liable, but not normal wear and tear. “Normal wear and tear” is statutorily defined.

Return and accounting deadline: 30 days after the tenant surrenders the premises; the tenant must provide a forwarding address, though the right to refund is not forfeited by delay in providing it.

Consequences of noncompliance: Bad-faith retention creates liability for $100 plus three times the portion wrongfully withheld and reasonable attorney fees; bad-faith failure to give a description/list has additional consequences.

Unenforceable or limited lease clauses: A tenant may not waive the security-deposit subchapter except in the narrow statutory circumstances and form; automatic wear/forfeiture clauses are ineffective.

Utah

Controlling law: Utah Code §§ 57-17-2, -3, -5

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only reasonably necessary rent, cleaning, and tenant-caused damage beyond ordinary wear may be retained.

Return and accounting deadline: Generally 30 days after termination for refund and written itemization. The statute supplies a tenant notice/demand procedure before enhanced relief.

Consequences of noncompliance: After proper statutory notice and noncompliance, tenant may recover the full deposit/prepaid rent due, a $100 civil penalty, court costs, and attorney fees.

Unenforceable or limited lease clauses: Utah uniquely permits a genuinely nonrefundable deposit or portion only if a written agreement clearly states it is nonrefundable. A refundable security deposit cannot be converted by an ambiguous label.

Vermont

Controlling law: 9 V.S.A. § 4461

Deposit ceiling: No statewide maximum as of September 1, 2026; municipal ordinances may impose caps and interest requirements.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement; local ordinances may add rules.

Normal wear and tear: Permitted deductions are limited to unpaid rent, damage beyond normal wear and tear, unpaid charges the tenant must pay the landlord, and removal of abandoned property.

Return and accounting deadline: 14 days after the landlord discovers the tenant vacated or abandoned, with itemized statement; 60 days for qualifying seasonal occupancies not used as a primary residence.

Consequences of noncompliance: Late accounting forfeits the right to retain; willful withholding can result in double the amount wrongfully withheld plus reasonable attorney fees and costs.

Unenforceable or limited lease clauses: A lease cannot enlarge statutory deductions, charge ordinary wear, or waive forfeiture/enhanced remedies.

Virginia

Controlling law: Va. Code § 55.1-1226

Deposit ceiling: Two months' periodic rent.

Where held / what tenant must be told: No statewide separate-account, interest, or routine bank-location disclosure requirement under the Virginia Residential Landlord and Tenant Act; licensed real-estate agents have separate escrow regulations.

Normal wear and tear: Only actual rent, charges, and tenant-caused damage beyond reasonable wear and tear may be retained. Tenant has statutory move-out inspection rights.

Return and accounting deadline: 45 days after termination or vacancy, whichever is later, for itemization and refund. If third-party work is required and timely notice is given, an additional 15 days is allowed for final cost itemization.

Consequences of noncompliance: Willful noncompliance requires return/credit of the deposit plus actual damages and reasonable attorney fees; other remedies may apply.

Unenforceable or limited lease clauses: A lease cannot exceed the cap or waive the accounting, inspection, wear, and willful-noncompliance remedies.

Washington

Controlling law: RCW 59.18.260-.280

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: Must be in a Washington trust account at a regulated financial institution, or with a licensed escrow agent. The landlord must give written notice of the depository/escrow agent name and address and must notify the tenant of changes.

Normal wear and tear: No withholding for wear from ordinary use, undocumented carpet cleaning, undocumented items, or replacement of an entire item when only a damaged portion requires repair.

Return and accounting deadline: 30 days after termination and vacation/abandonment for the refund, full specific statement, and required invoices/estimates/documentation.

Consequences of noncompliance: Failure makes the landlord liable for the full deposit and can bar retention defenses; intentional refusal may result in up to twice the deposit, plus costs and reasonable attorney fees.

Unenforceable or limited lease clauses: A lease cannot waive the checklist, trust-account notice, documentation, ordinary-wear, or 30-day remedy.

West Virginia

Controlling law: W. Va. Code §§ 37-6A-1 to -5

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide separate-account, interest, or bank-location disclosure requirement.

Normal wear and tear: Only past-due rent and actual tenant-caused damage beyond reasonable wear may be deducted.

Return and accounting deadline: 60 days after termination or 45 days after a new tenant occupies, whichever is earlier, for itemization and refund; special provisions apply when damages cannot yet be determined.

Consequences of noncompliance: Tenant may recover the amount due plus damages for annoyance/inconvenience equal to one and one-half times the amount wrongfully withheld; fees may be available under applicable law.

Unenforceable or limited lease clauses: A lease cannot authorize ordinary-wear deductions or waive the statutory deadline and damages.

Wisconsin

Controlling law: Wis. Stat. § 704.28; Wis. Admin. Code ATCP § 134.06

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No statewide bank-location disclosure requirement. State administrative rules govern receipts, check-in sheets, and handling; no general statutory interest requirement.

Normal wear and tear: Deductions are limited to tenant damage/waste/neglect, unpaid rent/utilities, and specifically authorized reasonable items. Normal wear and tear cannot be charged, and a lease may not make such deductions routine.

Return and accounting deadline: 21 days after surrender/termination as defined by ATCP § 134.06, with itemization.

Consequences of noncompliance: Violation of the consumer-protection regulation may support recovery of twice the pecuniary loss plus costs and reasonable attorney fees under Wis. Stat. § 100.20(5).

Unenforceable or limited lease clauses: A lease clause authorizing deductions prohibited by ATCP § 134.06 is unenforceable and can itself create regulatory exposure.

Wyoming

Controlling law: Wyo. Stat. § 1-21-1208

Deposit ceiling: No statewide maximum.

Where held / what tenant must be told: No general statutory requirement in § 1-21-1208 for a separate trust account, interest, or bank-location disclosure.

Normal wear and tear: Only rent, damages beyond reasonable wear, cleaning, and other actual lease obligations may be deducted.

Return and accounting deadline: Generally 30 days after termination or 15 days after receipt of a forwarding address, whichever is later. If damage deductions are made, the statute permits an additional 30 days; utility deposits have separate timing.

Consequences of noncompliance: Tenant may recover the amount due; after statutory notice/demand, court costs and reasonable attorney fees may be awarded.

Unenforceable or limited lease clauses: A lease cannot make ordinary wear chargeable or avoid the statutory itemization and timing requirements.

Common Clauses Tenants Should Challenge

- **"Deposit is automatically forfeited."** Most statutes require the landlord to prove lawful deductions and send an itemization. Automatic forfeiture usually conflicts with those duties.
- **"Tenant pays for all painting and carpet cleaning."** A categorical charge is vulnerable when the work reflects ordinary wear, preexisting condition, useful-life expiration, or ordinary turnover rather than tenant-caused damage.
- **"Tenant waives the return deadline or itemized statement."** Many states expressly prohibit waiver; elsewhere, a contract generally cannot nullify a mandatory statutory duty or public-policy remedy.
- **"Landlord may keep an estimated amount without later correction."** States that allow estimates often require documentation, a final invoice, or refund of any overestimate.
- **"Any fee is nonrefundable because the lease says so."** Courts look to function, not just label. Money securing performance is often a refundable security deposit. True nonrefundable charges must be expressly lawful, disclosed, and not a disguised deposit.
- **"Tenant pays replacement cost without depreciation."** Even when damage is proven, charging full new replacement cost for an old item may exceed actual loss. Useful life, age, salvage, and repairability matter.

Tenant Evidence Checklist

- Lease, addenda, payment receipt, bank/bond notice, and every deposit-related disclosure.
- Move-in checklist, dated photographs/video, repair requests, inspection notices, and move-out photographs/video.
- Proof of termination, key return, delivery of possession, forwarding address, and any required written demand.
- Envelope, postmark, email headers, itemized statement, photographs, invoices, estimates, depreciation records, and refund check.
- A calendar showing the statutory deadline, any permitted extension, demand date, and pre-suit notice period.
- Local ordinance and regulated-property rules, including subsidized-housing or real-estate-license escrow regulations.

Research Notes and Source Hierarchy

Primary statute links appear in every jurisdiction entry. The guide was prepared on September 1, 2026 and cross-checked against current state legislative materials and recent multistate comparisons. When a summary conflicts with the current enacted text, the enacted statute controls. Louisiana's August 1, 2026 amendment, D.C.'s August 14, 2026 amendment, Connecticut's current 21-day/forwarding-address formula, Colorado's two-month cap, and Washington's current 30-day documentation rule are reflected here.

Glossary 1 of 4

Plain-language working definitions; governing law may define a term differently.

Account-location notice

A disclosure identifying the bank, financial institution, account, escrow arrangement, or bond used to safeguard a deposit when required by law.

Actual damages

Proven monetary loss caused by a violation, distinguished from a fixed statutory multiplier or penalty.

Bad faith

Dishonest, improper, or unjustified conduct. The required proof varies by statute and may affect enhanced remedies.

Bond

A surety or other security arrangement that some laws permit instead of, or in connection with, a deposit account.

Commingling

Mixing tenant deposit funds with the landlord’s personal or operating funds when the law requires separation.

Controlling law

The currently effective statute, regulation, ordinance, or binding decision that governs the dispute.

Deposit ceiling

The maximum security deposit a landlord may collect, often expressed as a number of months of rent.

Depreciation

Allocation of an item’s cost over its useful life; relevant when deciding whether replacement cost overstates a tenant-caused loss.

Glossary 2 of 4

Plain-language working definitions; governing law may define a term differently.

Delivery of possession

The event by which the tenant returns control of the premises, often including keys; in some states it starts the refund period.

Deductions

Amounts withheld for permitted charges such as unpaid rent or damage beyond ordinary wear, subject to the governing statute and lease.

Demand notice

A written request stating the relevant facts, violation, authority, requested relief, and response deadline.

Escrow account

An account in which funds are held for another party under legal or contractual safeguards.

Forfeiture

Loss of a right, such as the right to retain some or all of a deposit, because a statutory condition was not satisfied.

Forwarding address

The address designated for delivery of the refund, accounting, and communications; proof of providing it can be important.

Interest

Earnings on deposit funds that some jurisdictions require the landlord to pay or credit under specified conditions.

Itemized statement

A written accounting that separately identifies each claimed deduction and amount, sometimes with supporting documentation.

Glossary 3 of 4

Plain-language working definitions; governing law may define a term differently.

Lease waiver

Language attempting to surrender a statutory right. Many tenant-protection statutes restrict advance waiver.

Local ordinance

A city or county rule that may add protections, procedures, or limits beyond statewide law.

Nonrefundable fee

A charge characterized as not returnable. Its label does not control if the law treats the charge as a security deposit.

Normal wear and tear

Deterioration from ordinary, intended use over time, as distinguished from abuse, negligence, or unusual damage.

Ordinary cleaning

Routine cleaning associated with normal use; whether it may be deducted depends on the statute, lease, and condition evidence.

Pre-suit notice

A notice that must be served before filing certain claims or seeking particular remedies.

Primary source

The enacted statute, regulation, ordinance, or binding judicial opinion, rather than a summary or secondary guide.

Receipt

Written proof of payment or of required deposit information. A mailing receipt is separate proof of sending a notice.

Glossary 4 of 4

Plain-language working definitions; governing law may define a term differently.

Return deadline

The time allowed to refund the deposit and provide an accounting, measured from the statutory triggering event.

Security deposit

Money or property held to secure a tenant’s obligations, regardless of the label used if the governing law defines it that way.

Statutory damages

A remedy fixed or calculated by statute, sometimes conditioned on willfulness, bad faith, demand, or other findings.

Surrender

The tenant’s relinquishment and the landlord’s acceptance of possession; its legal meaning can affect the deadline.

Tenant-caused damage

Physical harm attributable to the tenant, occupants, or guests beyond ordinary use, subject to proof and permitted deductions.

Trust account

A segregated account holding funds for another person under fiduciary or statutory restrictions.

Useful life

The expected service period of an item; used to distinguish compensable remaining value from ordinary aging.

Willful violation

A deliberate or knowing failure to comply. The statute determines whether willfulness is required and what it changes.

Index 1 of 6

Page references identify the demand templates, instructional material, glossary, and appendix.

Account and bank disclosure	10-11, 14-76, 78, 80-106, 107
Actual damages	3, 10, 14-76, 107
Alabama	14
Alaska	15
Arizona	16
Arkansas	17
Attorney-client relationship, none created	3, 78
Bad faith	3, 10, 14-76, 107
Bond or surety arrangement	10, 14-76, 107
Bracketed fields, completing	1, 10-11, 14-76
California	19
Certified or trackable delivery	11, 14-76, 78
Colorado	20
Commingling	107
Connecticut	21
Copyright and permitted use	2

Index 2 of 6

Page references identify the demand templates, instructional material, glossary, and appendix.

Court and legal-aid assistance	3
Damage beyond ordinary wear	10, 14-76, 78, 109
Deadline calculation	3, 10-11, 14-76, 78, 110
Deductions and supporting proof	10-11, 14-76, 78, 108
Delaware	22
Demand notice, five-part structure	11, 14-76, 78, 108
Deposit ceiling	10, 14-76, 107
Depreciation and useful life	11, 14-76, 107, 110
District of Columbia	24
Educational images	12-13, 18, 23, 28, 33, 38, 43, 48, 53, 58, 63, 68, 73, 77
Escrow or trust account	10, 14-76, 78, 108, 110
Evidence checklist	11, 14-76, 78
Florida	25
Forfeiture of withholding rights	10, 14-76, 108
Forwarding address	10-11, 14-76, 78, 108

Index 3 of 6

Page references identify the demand templates, instructional material, glossary, and appendix.

Full statutory reference guide	79-106
Georgia	26
Hawaii	27
Idaho	29
Illinois	30
Indiana	31
Interest on deposits	10-11, 14-76, 78, 108
Iowa	32
Itemized accounting	10-11, 14-76, 78, 108
Kansas	34
Kentucky	35
Lease clauses and waiver	10, 14-77, 109
Local ordinances	3, 10-11, 14-76, 109
Louisiana	36
Maine	37

Index 4 of 6

Page references identify the demand templates, instructional material, glossary, and appendix.

Maryland	39
Massachusetts	40
Michigan	41
Minnesota	42
Mississippi	44
Missouri	45
Montana	46
Move-in documentation	11, 78, 118
Move-out documentation	11, 78, 118
Nebraska	47
Nevada	49
New Hampshire	50
New Jersey	51
New Mexico	52
New York	54

Index 5 of 6

Page references identify the demand templates, instructional material, glossary, and appendix.

Nonrefundable fees	109
Normal wear and tear	10, 14-76, 78, 109
North Carolina	55
North Dakota	56
Notice quality checklist	78
Ohio	57
Oklahoma	59
Oregon	60
Pennsylvania	61
Pre-suit notice	3, 10-11, 14-76, 78, 109
Primary sources	2-3, 10, 79-106, 109
Proof of delivery	10-11, 14-76, 78
Records preservation	11, 14-76, 78
Refund request	11, 14-76, 78
Return and accounting deadline	10-11, 14-76, 78, 110

Index 6 of 6

Page references identify the demand templates, instructional material, glossary, and appendix.

Rhode Island	62
South Carolina	64
South Dakota	65
Statutory damages	3, 10, 14-76, 110
Tennessee	66
Texas	67
Unenforceable clauses	10, 14-77, 109
Utah	69
Verification of current law	1-3, 10-11, 14-79
Vermont	70
Virginia	71
Washington	72
West Virginia	74
Wisconsin	75
Wyoming	76

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