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## **SECURITY DEPOSIT KIT**

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**NOTICE**

*The Law often changes. Each case is different. This self-help kit is meant to give you general information, not specific legal advice.*

# **SECURITY DEPOSIT KIT**

This kit contains the following documents:

1. An explanation of Pennsylvania law regarding security deposits. (Page 2 - 3)
2. A sample letter to send to your landlord asking for the return of the security deposit. (Page 4)
3. A Civil Complaint Form, which you would file at the Magisterial District Court if the landlord does not return your security deposit after you ask. (Page 5)
4. An In Forma Pauperis affidavit/petition you file with the Civil Complaint if you cannot afford costs of filing. (Pages 6 - 7)
5. A copy of the Pennsylvania statute governing security deposits. (Page 8)

## **Definition**

The term “security deposit” means a deposit in escrow for the purpose of payment to the landlord in the event you damage the premises you are renting and/or you are default in the payment of rent, when you vacate the rental property.

## **Tenant’s Notice**

A formal demand for the return of the security deposit should be sent to the landlord if you have not already given it, with your new address. (See sample letter on page 5). This notice should be sent certified mail with return receipt, to prove the landlord received it (this is in case the landlord fails to respond). Another copy should be sent to the landlord by regular mail, and you should retain a copy for your records. This letter should be sent after you have vacated the rental property, removed your belongings, and returned the key to the landlord.

*Note:* If the security deposit is over \$100, the landlord must deposit the money into an account. If you have leased the premises for over two years, and if the account holding the security deposit earns over 1% interest per year, you may be entitled to any interest earned on the account that is over 1%.

## **Landlord’s Response**

The landlord’s response must include a “written list of any damages to the leasehold premises for which the landlord claims the tenant is liable” as well as the difference between the security deposit and cost of the damages (68 P.S. §250.512). If the landlord responds to tenant’s notice within the 30-day period, only the following deductions from the security deposits are authorized:

- A. Rent due and rent that you owe.

- B. Damages to the leasehold premises caused by the tenant. Normal wear and tear should not be included.

*Note:* If the landlord makes deductions from your deposit that you, the tenant, feel are unjustified or unwarranted, a Civil Complaint (see page 5) may be filed concerning the disputed amount.

### **Landlord's Failure to Respond**

If the landlord fails to respond to the tenant's notice, or within a response, fails to provide the tenant with a list of the damages to the premises, within the 30-day period, a Civil Complaint (see page 5) may be filed in your Magistrate's Office seeking double the amount of the security deposit. (Contact the Magistrate in your area.) Remember, you can sue for double the amount of the security deposit only if you have given the landlord written notice of your forwarding address.

*Note:* Some Pennsylvania courts have held that if the landlord returns any of the deposit, regardless of whether they provided the tenant with a list of damages, the landlord may sue the tenant for unpaid damages to the property. The landlord would have to prove actual damages in court.

**SAMPLE LETTER FOR SECURITY DEPOSITS**

Dear \_\_\_\_\_,  
(Landlord's name)

Please be advised that \_\_\_\_\_ now resides at  
(Your name)

\_\_\_\_\_  
(Your current address)

This letter is a formal demand that you return the security deposit in the amount of  
\$ \_\_\_\_\_ held by you in connection with the rental of the premises at  
(Deposit amount)

\_\_\_\_\_  
(Former address)

Please send the security deposit to me at the above address within thirty (30) days.

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Date

**Directions:**

1. Mail one letter certified mail, restricted delivery, return requested.
2. Mail one letter regular first class mail. (The landlord may refuse to pick up the certified letter.)
3. Keep one letter for your records.



**CIVIL COMPLAINT**

|                |
|----------------|
| Mag. Dist. No: |
| MDJ Name:      |
| Address:       |
| Telephone:     |

PLAINTIFF: NAME and ADDRESS

DEFENDANT: V. NAME and ADDRESS

|               | AMOUNT   | DATE PAID |
|---------------|----------|-----------|
| FILING COSTS  | \$ _____ | _____     |
| POSTAGE       | \$ _____ | _____     |
| SERVICE COSTS | \$ _____ | _____     |
| CONSTABLE ED. | \$ _____ | _____     |
| TOTAL         | \$ _____ | _____     |

Docket No:  
Case Filed:

Pa.R.C.P.M.D.J. No. 206 sets forth those costs recoverable by the prevailing party.

To The Defendant: The above named plaintiff(s) asks judgment against you for \$ \_\_\_\_\_ together with costs upon the following claim (Civil fines must include citation of the statute or ordinance violated):

I, \_\_\_\_\_ verify that the facts set forth in this complaint are true and correct to the best of my knowledge, information, and belief. This statement is made subject to the penalties of Section 4904 of the Crimes Code (18 PA. C.S. § 4904) related to unsworn falsification to authorities.

I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

\_\_\_\_\_  
(Signature of Plaintiff or Authorized Agent)

The plaintiff's attorney shall file an entry of appearance with the magisterial district court pursuant to Pa.R.C.P.M.D.J. 207.1

**If you intend to enter a defense to this complaint, you should notify this office immediately at the above telephone number. You must appear at the hearing and present your defense. Unless you do, judgment may be entered against you by default.**

If you have a claim against the plaintiff which is within the magisterial district judge jurisdiction and which you intend to assert at the hearing, you must file it on a complaint form at this office at least five days before the date set for the hearing.

**If you are disabled and require a reasonable accommodation to gain access to the Magisterial District Court and its services, please contact the Magisterial District Court at the above address or telephone number. We are unable to provide transportation.**





# IN FORMA PAUPERIS AFFIDAVIT PETITION

Mag. Dist. No:  
 MDJ Name:  
 Address:  
 Telephone:

\_\_\_\_\_  
 VS.  
 \_\_\_\_\_

Docket No:  
 Case Filed:

## STATEMENT OF THE PETITIONER

I hereby request that this Court permit me to proceed in forma pauperis (without payment of the filing fee). In support of this I state the following:

- 1. I am the plaintiff in the above matter and because of my financial condition am unable to pay the fee for filing this action.
- 2. I am unable to obtain funds from anyone, including my family and associates, to pay the costs of litigation.
- 3. I represent that the information below relating to my ability to pay the fees and costs, is true and correct.

### NAME AND ADDRESS

NAME \_\_\_\_\_  
 ADDRESS 1 \_\_\_\_\_  
 ADDRESS 2 \_\_\_\_\_  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_  
 ZIP \_\_\_\_\_

### If you are presently employed, state employer:

NAME \_\_\_\_\_  
 ADDRESS 1 \_\_\_\_\_  
 ADDRESS 2 \_\_\_\_\_  
 CITY \_\_\_\_\_  
 STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
 SALARY OR WAGES PER MONTH \$ \_\_\_\_\_

### TYPE OF WORK

If you are presently unemployed, state:

THE DATE OF MY LAST EMPLOYMENT WAS \_\_\_\_\_  
 SALARY OR WAGES PER MONTH \$ \_\_\_\_\_  
 TYPE OF WORK \_\_\_\_\_

### OTHER INCOME RECEIVED WITHIN THE PAST TWELVE MONTHS

|  |                              |
|--|------------------------------|
| BUSINESS OR PROFESSION \$ _____                              | INTEREST \$ _____            |
| OTHER SELF-EMPLOYMENT \$ _____                               | DIVIDENDS \$ _____           |
| PENSION AND ANNUITIES \$ _____                               | SUPPORT PAYMENTS \$ _____    |
| SOCIAL SECURITY BENEFITS \$ _____                            | DISABILITY PAYMENTS \$ _____ |
| WORKERS' COMPENSATION \$ _____                               | PUBLIC ASSISTANCE \$ _____   |
| UNEMPLOYMENT COMPENSATION AND SUPPLEMENTAL BENEFITS \$ _____ |                              |
| OTHER \$ _____   |                              |



**OTHER CONTRIBUTIONS TO HOUSEHOLD SUPPORT**

SPOUSE'S NAME  MY SPOUSE IS EMPLOYED

SPOUSE'S EMPLOYER SALARY OR WAGES PER MONTH \$

TYPE OF WORK

CONTRIBUTIONS FROM CHILDREN \$ CONTRIBUTIONS FROM PARENTS \$

OTHER CONTRIBUTIONS \$

**PROPERTY OWNED**

CASH \$ CHECKING ACCOUNT \$

SAVINGS ACCOUNT \$ CERTIFICATES OF DEPOSIT \$

REAL ESTATE (INCLUDING HOME) \$

MOTOR VEHICLE MAKE YEAR

COST \$ AMOUNT OWED \$

STOCKS; BONDS \$ OTHER \$

**DEBTS AND OBLIGATIONS**

MORTGAGE \$ RENT \$

LOANS \$ OTHER \$

**PERSONS DEPENDENT UPON ME FOR SUPPORT**

SPOUSE NAME

AGES OF MINOR CHILDREN, IF ANY

OTHER PERSONS (NON-MINOR)

| NAME | RELATIONSHIP |
|------|--------------|
| NAME | RELATIONSHIP |

- 4. I understand that I have a continuing obligation to inform the Court of improvement in my financial circumstances which would permit me to pay the costs incurred herein.
- 5. I verify that the statements made in this petition are true and correct. I understand that false statements herein are made subject to penalties of 18 Pa. C.S. § 4904, relating to unsworn falsification to authorities.
- 6. I certify that this filing complies with the provisions of the Case Records Public Access Policy of the Unified Judicial System of Pennsylvania that require filing confidential information and documents differently than non-confidential information and documents.

Date: \_\_\_\_\_ Signature of Petitioner

Action by the Magisterial District Judge: \_\_\_\_\_

**SEAL**

\_\_\_\_\_ Date \_\_\_\_\_ Magisterial District Judge





**68 P.S. §250.512- RECOVERY OF IMPROPERLY HELD ESCROW FUNDS.**

(a) Every landlord shall within thirty days of termination of a lease or upon surrender and acceptance of the leasehold premises, whichever first occurs, provide a tenant with written list of any damages to the leasehold premises for which the landlord claims the tenant is liable. Delivery of the list shall be accompanied by payments of the difference between any sum deposited in escrow, including any unpaid interest thereon, for the payment of damages to the leasehold premises and the actual amount of damages to the leasehold premises caused by the tenant. Nothing in this section shall preclude the landlord from refusing to return the escrow fund, including any unpaid interest thereon, for non-payment of rent or for the breach of any other condition in the lease by the tenant.

(b) Any landlord who fails to provide a written list within thirty days as required in subsection (a) above, shall forfeit all rights to withhold any portion of sums held in escrow, including any unpaid interest thereon, or to bring suit against the tenant for damages to the leasehold premises.

(c) If the landlord fails to pay the tenant the difference between the sum deposited, including any unpaid interest thereon, and the actual damages to the leasehold premises caused by the tenant within thirty days after termination of the lease or surrender and acceptance of the leasehold premises, the landlord shall be liable in assumpsit to double the amount by which the sum deposited in escrow, including any unpaid interest thereon, exceeds the actual damages to the leasehold premises caused by the tenant as determined by any court of record or court not of record having jurisdiction in civil actions at law. The burden of proof of actual damages caused by the tenant to the leasehold premises shall be on the landlord.

(d) Any attempted waiver of this section by a tenant by contract or otherwise shall be void and unenforceable.

(e) Failure of the tenant to provide the landlord with his new address in writing upon termination of the lease or upon surrender and acceptance of the leasehold premises shall relieve the landlord from any liability under this section.

(f) This section shall apply only to residential leaseholds and not to commercial leaseholds.

Citation: 1951, April 6, P.L. 69, art. V, §512, added 1968, May 3, P.L. 107, No. 56, §1.  
Amended 1972, Dec. 29, P.L. 1698, No. 363, §2.