

# Security Deposits

- ▶ You will pay a security deposit when you sign a rental agreement that the landlord will keep and refund to you when you move out.
  - ▶ These are generally refundable UNLESS:
    - ▶ You owed rent when you moved out
    - ▶ You damaged property
    - ▶ You broke the lease and owe the landlord money
    - ▶ Your lease specified that parts of the deposit were nonrefundable

# Collecting Your Refund

- ▶ If your landlord keeps any of your refund when you move out, they must provide a list of *itemized deductions*.
- ▶ This list must be sent within 30 days of you moving out.

# Small Claims Court

- ▶ If your landlord does not refund your security deposit within 30 days or provides no list of itemized deductions, you are entitled to this money and may sue the landlord.
- ▶ You are entitled for the deposit plus a \$100 penalty in Small Claims Court
- ▶ File by getting assistance with a clerk in the nearest justice court.



# Rights to Keep in Mind

- ▶ You have the right to privacy, peace, and quiet. Your landlord can only come in at reasonable times and you may require that they notify you 24 hours in advance.
- ▶ You have the right to a written receipt when you pay rent or a deposit.
- ▶ If you are the victim of dating violence, a sexual offense or burglary, you can request a lock change.

# Your Responsibilities as a Renter

- ▶ Pay rent on time! Very important.
- ▶ Take care of the property. Don't let it get damaged (besides normal wear and tear).
- ▶ Let your landlord know when you're going on vacation to avoid charges of abandonment.
- ▶ Keep the place clean.
- ▶ Respect your landlord by being quiet at reasonable hours.
- ▶ Be considerate of other tenants and neighbors.

# Other Responsibilities as a Renter

- ▶ In cases of Emergencies or urgent situations that become out of your control:
  - ▶ **CONTACT YOUR LANDLORD IMMEDIATELY!** If you communicate with them quickly, the sooner these issues should be resolved
- ▶ Such emergencies include:
  - You see signs of illegal drug use in a neighboring unit.
  - An electrical problem causing sparks or fire.
  - Your plumbing is stopped up.
  - Your front door is broken and cannot be locked or secured
- ▶ **Circumstances that require immediate attention (Life Threatening Situations) should involve you calling 911 depending on the severity of the event**
  - ▶ Crime, Fire, Suspicious Activity, Extreme Injury/Need of Medical Attention

# Rights/Responsibilities of Landlord

- ▶ No discrimination
- ▶ Reasonable rules
- ▶ Lawfully evict tenant
- ▶ Comply with health codes and building codes
- ▶ Allow tenant to live peacefully without being disturbed by other tenants
- ▶ Maintain unit in healthy condition
  
- ▶ The Landlord has the right to enter the premises **ONLY** in times of emergency

# Questions?

Please contact us for further information/referrals!

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