

***What should a public housing tenant do about a dispute with the security deposit?***

If you have moved and dispute any charges deducted from your deposit, you will have to file a small claims action to recover your money.

If damages are more than your deposit, the PHA may take any action available under law to collect the deposit. If you do not dispute the amount owed or ignore the bill, it will remain on record that you owe the amount billed. This may jeopardize your ability to get subsidized housing from any housing authority or government subsidized housing in the future. Any amounts you potentially owe to a housing authority may be grounds to deny any future application for subsidized housing assistance until the amount is paid or it is determined that the amount is not owed.

***What are some rules concerning security deposits that specifically apply to HUD subsidized complexes?***

If a disagreement arises concerning the reimbursement of the security deposit to the tenant, the tenant has the right to present objections to the owner in an informal meeting. These rules vary depending on the type of subsidized housing so please check the rules regarding your specific housing complex or contact your legal services office for assistance. These procedures do not preclude the tenant from exercising any rights under state and local law.

***What if I have a Section 8 Voucher?***

With a Section 8 Housing Choice Voucher, your deposit is paid to the private landlord. Generally, the security deposit will be a part of the lease agreement and is something your landlord can require, subject to approval by the PHA. The PHA will generally not provide payment of the security deposit on behalf of the tenant. Your landlord is required to refund your deposit and provide an accounting when you vacate, but you would generally need to follow state law for the return of your deposit as outlined above. Your landlord can also seek to collect damages over and above the deposit as well.

In the event the PHA does pay your security deposit on your behalf, you would need to reimburse the PHA for the payment. As discussed above, any money owed to the PHA could jeopardize any future applications for subsidized housing.

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**You And Your Landlord**

# Security Deposits



**[www.nevadalegalservices.org](http://www.nevadalegalservices.org)**

**PLEASE NOTE: Laws are subject to change. Information contained in this pamphlet is based on the laws in effect at date of publication. 10/09**

The information in this brochure applies only to tenants in private housing with landlords whose tenancy is governed by NRS Chapter 118A. If you are not sure if this applies to you, feel free to contact a legal services agency, or an attorney of your choice.

### ***What is a security deposit?***

A security deposit is your money that you provide to the landlord to compensate the landlord should you damage the dwelling or do not pay rent. Nevada law allows you to purchase a surety bond that will cover the landlord's losses. Your money or surety bond can be used by the landlord to pay for the following costs of after you move out:

- Repairing damage to the dwelling, beyond ordinary wear and tear;
- Cleaning fees; and
- Any money owed for past due rent.

### ***What about a cleaning fee?***

A cleaning fee is not a security deposit. Landlords can charge a separate nonrefundable cleaning deposit. However, your rental agreement must specifically say this amount is to be used as a nonrefundable cleaning fee and should be used for cleaning fees first, before any deductions to your security deposit.

### ***How much can a landlord charge as a security deposit?***

It depends on what type of housing you live in. The maximum amounts are:

- **Private Housing:** No more than 3 month's rent
- **Public Housing:** No more than one month's rent
- **Section 8 Project Based Housing:** No more than one month's rent or \$50, whichever is more

If you live in public housing or subsidized housing, your deposit may be paid in installments.

### ***Does a landlord have to pay interest on my security deposit?***

Generally, only if your lease requires it. In subsidized housing, interest must be collected and paid to the tenant less administrative costs.

### ***How long does the landlord have to return all or part of my security deposit?***

From the date you move out, the landlord has 30 days to either return all of the security deposit or give you an itemized list showing how the deposit was spent and returning the rest, if any.

### ***When can a landlord keep all or part of the security deposit?***

- ***Cleaning:*** The cleaning must be beyond normal wear and tear.
- ***Damages:*** The landlord can only charge for damages BEYOND ordinary wear and tear that you, your family or guests cause.
- ***Unpaid Rent or Other Charges:*** If you owe past due rent, the landlord can deduct this from your security deposit.

### ***What if the landlord refuses to repay the deposit?***

If the landlord fails to return the security deposit or provide an itemized accounting within 30 days after you move out, you can sue for the return of the deposit and the court can award statutory damages of an amount equal to your deposit. In deciding whether to award statutory damages, the judge can consider: (a) Whether the landlord acted in good faith; (b) The course of conduct between the landlord and the tenant; and (c) The degree of harm to the tenant caused by the landlord's conduct. NRS 118A.242(4). Keep in mind the landlord can countersue you for any amount due under your lease.

If the amount is under \$5,000, you can sue in Small Claims Court without a lawyer. If the amount is under \$10,000, you can use in Justice Court, also without the assistance of a lawyer, however legal assistance is suggested.

### ***What if I disagree with the landlord's charges?***

You can sue in Small Claims Court for the amount you believe you are owed.

When any amount is deducted from your deposit, you have two arguments: (1) the deductions were not warranted under the law, that is, the unit was clean or not damaged; and/or and (2) the costs were unreasonable, if repairs were warranted, the amount is excessive and unreasonable.

It is extremely important that you document the condition of the apartment both on move in and move out to best protect yourself in the event your landlord does not return your deposit or charges you for damages you did not cause. You should take pictures of the unit before you move and after you move out. Be present at all walkthrough inspections of the unit. Accurately complete any inspection checklists at move in and move out to make sure you document any conditions or deficiencies in the unit.

### ***What if the house or building is sold to a new owner?***

You should receive notice that there is a new owner. Either the old owner will refund your deposit or you will receive notice that the new owner now has your deposit. The new owner cannot require you to deposit more money for security during the term of your lease.

### ***Can I be charged a non-refundable deposit?***

Your landlord can only charge you a nonrefundable cleaning fee. This fee must be for a reasonable amount and must specify that it is for cleaning. Any agreement stating the deposit is non-refundable is void.

### ***What is a surety and can I use a surety instead of a security deposit?***

Beginning October 1, 2009, Nevada law will allow a surety bond instead of a security deposit. Your landlord cannot require the bond and you cannot force the landlord to accept it. If you and the landlord agree, you will pay an up-front fee for a surety bond that will cover the legal deductions normally paid by your security deposit. If you disagree with the charges, you must notify the surety bond company. The surety bond can sue you for damages. We recommend that you should NOT purchase a surety bond.