

# Preparing to Leave

## How to Get Your Deposit Back

The landlord must return to the tenant any refundable deposit and pre-paid rent once the tenancy has ended, subject to some conditions.

Deposits are considered refundable unless they were designated as non-refundable - in writing at the time the landlord took the deposit from the tenant.

## Deductions From Deposits

Once the tenancy has ended, the landlord can deduct from the deposit:

- payment of rent,
- damages beyond reasonable wear and tear,
- cleaning, and other costs provided for in the contract.

If the landlord deducts any amount from the deposit, they must provide the tenant with a written, itemized list of those deductions.

## How soon the deposit must be refunded

The landlord must refund the deposit within 30 days after the tenancy has ended. The refund must be delivered to the tenant's last-known address. The tenant should be sure to notify the landlord of their current address.

## In addition to the deposit refund, the landlord must provide:

- The balance of any prepaid rent, and a written notice itemizing and explaining any deductions from the deposit or prepaid rent.
- If the landlord does not follow the law about refunding deposits.
- If the landlord does not return the tenant's deposit within 30 days, or if the landlord does not provide an itemized list of deductions, the tenant may give the landlord (or their agent) a Tenant's Notice to Provide Deposit Disposition.

## Serving the Tenant's Notice to Provide Deposit Disposition

The Tenant's Notice to Provide Deposit Disposition can be given to the landlord ("served") one of these ways:

- By delivering a copy to the owner (or their agent) personally at the address provided in the lease agreement
- If the owner or the owner's agent is not at the address provided in the lease agreement, by leaving a copy with a person of suitable age and discretion at the address; or

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- If a person of suitable age or discretion cannot be found at the address, by affixing a copy in a conspicuous place at the address provided in the lease agreement; or
- By sending a copy through registered or certified mail to the owner (or their agent) at the address provided in the lease agreement.

### **If the landlord does not comply with the Tenant's Notice to Provide Deposit Disposition**

The landlord has 5 business days to comply with the Tenant's Notice to Provide Deposit Disposition. If they do not, the tenant can sue the landlord for these things:

- The full deposit - if the landlord doesn't return the balance of the tenant's deposit;
- The full amount of prepaid rent - if the landlord doesn't return the balance of the tenant's prepaid rent; and
- A civil penalty of \$100.
- If the court finds the landlord acted in bad faith, it can also award the tenant court costs and attorney fees.