

Move out charges

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Have you been billed for damages and cleaning after you moved out of a rental unit? Here are some steps you can take to protect your rights.

You may feel like ignoring the bill, **but it is important that you deal with the bill as best you can.** Even if your landlord doesn't sue you for the money the landlord claims you owe, the charges might show up on credit or rental history reports. A prospective landlord might refuse to rent to you if a former landlord says that you owe money for damages or cleaning.

Your landlord can bill you to repair damages that are beyond "normal wear and tear". Unfortunately, there is no definition of "normal wear and tear". Different landlords have different standards. Generally, damage beyond normal wear and tear would include extraordinary, unforeseen costs to repair the unit after a tenant moves out. Tenants are not responsible for the regular costs for preparing the unit to be re-rented. Ultimately, however, a small claims court judge **would** have the final say. It may be in your best interest to resolve the problem without going to court.

1. Write your former landlord as soon as possible and ask for documentation and additional detail on the charges. Be very specific in your questions. Ask which specific areas of the unit were cleaned and the hourly rate paid to the workers. Ask for copies of receipts for the items the landlord charged to you. Also, ask your landlord in writing for the original receipts for the items that need to be replaced, so that you have an idea about how old those items were. Set a reasonable time limit for your landlord to respond. Mail your letter with a proof of mailing and **keep a copy of your letter.** You may need to exchange several letters before you get the answers you need.
2. The landlord must charge a reasonable amount for the services s/he is billing. Check to see if your landlord charged you a reasonable amount to make the repairs. Ask for estimates from different professionals (carpenters, plumbers, etc...) and check with stores for the prices of materials. Your landlord needs to charge you an amount that is consistent with the market rate. By comparing prices you'll get a good idea of what the market rate is. **Make sure you document your findings.** Also keep in mind that your landlord cannot upgrade at your expense. For example, your landlord cannot replace cheap carpeting with Persian rugs or a broken window with stained glass!
3. Also keep in mind that your landlord should take into consideration the age and the previous condition of the item into the cost of replacement. For example, if you damage a carpet beyond repair that was already several years old and would need to be replaced soon anyway, your landlord should only be able to charge you part of the replacement cost. Ask your landlord in writing for the original receipts for the items replaced and research their average lifespan by checking with professionals and businesses. **If the item outlived its average lifespan, you might not be responsible for replacing that item.**

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4. While you are gathering information from the landlord, you should also collect any information you already have. Gather all your paperwork concerning your rental such as your rental agreement, move-in, move-out or other inspection forms and written information about deposits and fees you paid. (Never throw away any of the paperwork from your past rentals until at least a year after you move.) Talk to friends and family who helped you move in, move out or who visited your apartment often. They may be able to be witnesses for you.
5. Write down what cleaning you did and any expenses that you had.
6. Read up on your rights as a tenant and consider whether you have any claims against the landlord. Call the free TEL-LAW tape library at 620-3000 and request tape #7016 to learn more about tenants' rights. The law limits the time in which you can bring claims, so educate yourself on the law to make sure your claim is still good.
7. Once you have gathered all the information, write a very detailed letter to your landlord responding to the claims for cleaning and repair. Include copies of any receipts or statements written by your witnesses. You may want to tell the landlord of any damage claims you believe you have against him or her. **Keep a copy of your letter.**
8. If your landlord sues you, you will use the information you gathered to defend yourself and file counterclaims against the landlord. You could sue the landlord if you think you have claims that are more than the landlord's claims against you. Talk to a lawyer before you decide to sue the landlord. If a landlord's charges thrown out in court, you are entitled to twice the amount that was wrongfully withheld.
9. Even if the landlord does not sue you, you should check your credit and rental record on a regular basis (every 6 months) to make sure the landlord's claims don't show up on your record. You have a number of rights concerning these records, including the right to add your own statement to your records. CAT can provide you with more information.
10. You may want to give prospective landlords your side of the story first if you think they will contact this former landlord for a reference.