

Do You Know Your Rights?

Residential Security Deposits



Provided by:

WCBA

The
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The information in this pamphlet is not legal advice and does not take the place of legal advice from an experienced attorney.

The law is constantly changing. The information in this pamphlet may not reflect changes in the law that happened after it was printed.

Any time your legal rights are at issue, you should consult with an attorney. There are many experienced attorneys in Wayne County who can help you. You can find them at <https://waynecountypalawyers.com/members/>

If you cannot afford an attorney, you may qualify for free assistance. Learn more at <https://waynecountypalawyers.com/pro-bono-program/>

What is a security deposit?

Under Pennsylvania law, a landlord can charge you a certain amount of money just in case there is damage to the property, or unpaid rent, at the time you move out.

How much can my landlord charge for a security deposit?

The first year, a landlord can require that you pay a security deposit of up to two months' rent. After the first year, your landlord can only keep up to one month's rent as a security deposit. If your landlord already collected more than one month's rent as a security deposit, they must return the balance to you.

If your rent goes up, you can be asked for more security deposit, too. But once you've rented the property for five years or more, the landlord cannot raise the amount of your security deposit, even if your rent goes up.

Are there rules about where the landlord has to keep my security deposit?

Yes. Starting in the third year (if your security

deposit is more than \$100), the law requires your landlord to keep your security deposit in what's called an "escrow account" that earns interest. Your landlord must tell you in writing how much is in it and the name and address of the bank.

What happens to the interest earned on my deposit?

At the end of the third year of your lease, and each year after that, your landlord must give you the interest, minus 1% to cover the landlord's expenses.

For example, if your security deposit is \$1000 and the account earns 5% interest (\$50):

- you would get 4% of the \$1000, or \$40 each year starting in the fourth year, and
- your landlord would get 1% of the \$1000, or \$10 each year.

Instead of paying interest or putting the money into an escrow account, your landlord can issue you a bond (a formal written promise) that guarantees that your money will come back to you at the end of the lease, with interest, minus any damages.

Steps for Getting Your Security Deposit Back

Step 1: When you move in, document any damage. Each time you move to a new rental space, make a list of anything that is broken or does not work. Give a copy to the landlord and ask them to fix it. If you can, take pictures or videos with your phone (so they have the date) and save them. You can use this as evidence later on to help prove that the damage is not your fault and that you should not be charged for it.

Step 2: When you move out, give your landlord your new address. This is really, really important! You should do it just before you move out, or when you are moving.

Write a letter notifying your landlord of your new address. It is best to send this notice letter by “certified mail, return receipt requested,” which gives you proof that your landlord received the notice of your new address. Be sure to keep a copy of your letter, the receipt you get from the post office when you send the certified letter (called the “sender's receipt”) and, once you get it, the card your landlord signs (the “return receipt”). Or you can just hand the landlord your notice of your new address,

but make sure you have a reliable witness present in case you need to prove you did it. If you do not have a new permanent address yet, use another address where you can be reached by mail, such as a P.O. box or the address of a friend or relative.

Step 3: Leave the property in good condition and pay any outstanding rent. It is important to leave the rental property clean, orderly, and in good repair. You should take photos or videos of the property as you are leaving, so you can prove that it was in good condition when you moved out. You cannot be charged for normal wear-and-tear (like worn carpets). You should also make sure to pay any remaining rent that you owe.

IMPORTANT: *If you do owe unpaid rent, the landlord can use your deposit to cover the money you owe, without giving you any special written notice. If the deposit does not cover the amount you owe, the landlord can sue you in court. If this happens, you should contact an attorney*

Step 4: Wait 30 days. Assuming you have given the landlord your new address as described in Step 2 and do not owe any unpaid rent, the landlord has up to 30 days after your lease ends to either (1) return your entire security deposit to you (plus interest if you've been there three years or more) or (2) give you a written list of any damage they claim you

caused, how much it will cost to fix, and pay you what's left from your deposit.

If the landlord doesn't give you a written list of damages and return the balance of your deposit within 30 days, the landlord loses the right to keep any of your deposit and also loses the right to sue you for any damage to the property.

If the landlord does not follow the law, they might have to pay you *double* the amount owed to you. For example, if your security deposit was \$1,000, and you only caused \$200 in damages and do not owe any back rent, you are entitled to a refund of \$800. If you followed Step 2, but the landlord does not give you the \$800 within 30 days, you could recover $\$800 \times 2 = \$1,600$.

If you did not follow Step 2, you cannot get double the amount owed, only the exact amount owed. This is why is so important to give proper notice of your new address to the landlord when you move out.

Step 5: If the landlord does not follow the rules, you can sue in court. You can get the form at the Wayne County Prothonotary's Office at 925 Court Street, Honesdale. You can also ask an attorney for help – check the inside cover of this pamphlet for how to reach one.



The Wayne County Bar Association serves as a one-stop-shop for individuals seeking professional legal counsel.

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