

Landlord Keeps Security Deposit and Ends Up Owing Tenant Double Damages

by C.D. Publications

Ohio. A landlord failed to provide his tenant with a security deposit accounting after he moved out, even though the landlord had the tenant's new address. Consequently, the court rules he must pay double the damages even though the tenant never provided his forwarding address in writing as required by law.

The tenant sued his landlord for failing to return his security deposit and for taking some of his personal property from his apartment. The landlord filed a counterclaim for unpaid rent and "cleanup expenses."

Neither party could prove their damages at the trial. The trial court found in favor of the tenant and awarded him \$500. The landlord appealed.

The tenant lived in the landlord's building for several years without incident after taking over the lease from another tenant. The tenant complained to his landlord about the new resident. When the landlord failed to correct the situation, the tenant gave proper notice and moved out.

According to the tenant, the landlord agreed he could pay a reduced amount of rent for the few days he would still be in the apartment the next month before his move-out date. The landlord later denied agreeing to the reduced rent. The landlord also denied removing any items from the apartment before the tenant vacated.

The trial court ruled that the landlord failed to return the tenant's \$250 security deposit or provide him with an itemized accounting as required and awarded the tenant double the amount of the security deposit as damages. The landlord claimed the tenant caused damages in excess of the amount of his security deposit and he was entitled to retain the entire deposit.

On appeal, the landlord claims he was not required to provide the tenant with an accounting or his security deposit because the tenant failed to provide him with his forwarding address in writing as required. However, the fact the tenant did not provide the new address in writing does not protect the landlord from liability for failing to send the accounting.

Lesson: Since the landlord knew the tenant's new address, he was required to provide the accounting to him at his new address. He cannot avoid this duty by claiming the tenant failed to provide him with his forwarding address.

The landlord probably would have been able to retain the deposit since the tenant admitted causing some damage to the apartment; however, since he failed to give proper accounting, he can't take the damages from the deposit and must pay an extra \$250 in statutory damages. He may sue for the damages now, but he can't take it out of the security deposit.

Hasan Adams, Plaintiff-Appellee v. John W. Davenport, Sr., Defendant-Appellant. 2006 Ohio. App. LEXIS 4559.

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