

Arizona Revised Statutes (Annotated) § 33-1321 (2020):

Under Arizona landlord-tenant laws, a landlord may not demand more than one and one-half month's rent as a security deposit.

Under Arizona law, a landlord must return the tenant's security deposit, with an itemized statement of deductions, within 14 days after the tenant has moved out. The tenant has the right to be present at the final inspection.

In addition to complying with Arizona laws on security deposit limits and how (and when) the deposit must be returned to tenants, landlords in Arizona must state in writing the purpose of any nonrefundable fees or deposits collected from the tenant. All fees or deposits not designated as nonrefundable are deemed refundable under Arizona landlord-tenant law. At [move-in](#), landlords must also provide tenants with a [move-in form](#) for specifying any existing damages in the rental and that the tenant may be present at the move-out inspection

State law does not cover employees of the landlord, such as a manager, whose right to occupancy is conditioned upon employment in and about the premises.

California Civil Code sections 1950.5 and 1940.5(g) (2020):

Under California landlord-tenant laws, a landlord may charge a renter the equivalent of two months' rent for the security deposit if the residence is unfurnished, and three months' rent if the residence is furnished. If the tenant is an active duty service member, the security deposit can be only one month's rent for an unfurnished rental and two months' rent for a furnished rental. California landlords can also add an extra one-half month's rent if the tenant has a waterbed. Landlords may not charge nonrefundable fees in California.

Under California law, a landlord must return the renter's security deposit, with an itemized statement of deductions, within 21 days after the renter has surrendered the rental property to the landlord (that is, returned the keys and vacated the property).

Colorado Revised Statutes sections 38-12-102 to 38-12-104 (2020):

Under Colorado law, a landlord must return the tenant's security deposit within one month, unless the lease agreement specifies a longer period of time (which cannot be more than 60 days). The landlord must return the deposit within 72 hours (not counting weekends or holidays) if a hazardous condition involving gas equipment required the tenant to leave.

Connecticut General Statutes Annotated section 47a-21 (2020):

Under Connecticut landlord-tenant laws, a landlord may charge a tenant the equivalent of two months' rent for the security deposit if the tenant is under 62 years of age and one month's rent if the tenant is 62 or older. Tenants who paid a deposit in excess of one month's rent, who then turn 62 years old, are entitled, upon request, to a refund of the amount that exceeds one month's rent.

Under Connecticut law, a landlord must return the tenant's security deposit within 30 days after the tenant has surrendered the rental property to the landlord (that is, returned the keys and vacated the property) or within 15 days of receiving the tenant's forwarding address, whichever is late

Landlords in Connecticut must add interest payments to the security deposit annually (or credited towards rent, at the landlord's option) and no later than 30 days after termination of the tenancy. The interest rate must be equal to the average rate paid on savings deposits by insured commercial banks, as published by the Federal Reserve Board Bulletin, rounded to the nearest 0.1%.

D.C. Department of Human Resources' website :

Under D.C. law, a landlord must return the tenant's security deposit, along with an itemized statement of deductions, within 45 days after the tenant has surrendered the rental property to the landlord (that is, returned the keys and vacated the property).

Landlords in Washington, D.C., must state in the lease or rental agreement or on a receipt, the terms and conditions under which the security deposit was collected. If there are any requests pending for an adjustment in the rent ceiling of the rental, landlords must provide written notice of these requests before accepting a nonrefundable application fee or security deposit. Also, landlords must pay interest on the security deposit (at the prevailing statement savings rate) to the tenant at the end of the tenancy.

Florida Statutes Annotated sections 83.49 and 83.43(12) (2020):

In Florida, there's no statutory limit on security deposits at the state level but check your city and county laws to see if your municipality has set a cap on security deposits for residential rentals.

Under Florida law, a landlord must return the tenant's security deposit within 15 to 60 days after the tenant has surrendered the rental property to the landlord (that is, returned the keys and vacated the property), depending on whether the tenant disputes any deductions taken out of the security deposit. Florida landlords must provide tenants advance notice of any deductions from the deposit.

Landlords in Florida must, within 30 days of receiving a security deposit, disclose in writing

- whether the funds will be held in an interest- or non-interest bearing account
- the name of the account depository, and
- the rate and time of interest payments.

Landlords who collect a deposit must include a copy of Florida Statute Annotated section 83.49(3) in the lease.

Interest payments, if any (account need not be interest-bearing) must be made annually and at termination of tenancy. However, no interest is due a tenant who wrongfully terminates the tenancy before the end of the rental term.

Landlords in Florida must provide renters with advance notice before taking any deduction out of the security deposit.

Georgia Code Annotated sections 44-7-30 to 44-7-37 (2020):

Under Georgia law, a landlord must return the tenant's security deposit within one month after the tenant has surrendered the rental property to the landlord (that is, returned the keys and vacated the property). When landlords retain part or all of the security deposit to cover damages to the unit, they must provide a statement of the charges, and mail it to the tenant's last-known address.

In Georgia, there's no statutory limit on security deposits at the state level but check your city and county laws to see if your municipality has set a cap on security deposits for residential rentals.

Landlords must place the deposit in an escrow account in a state or federally regulated depository and must inform the tenant of the location of this account. Alternatively, landlords may post a security bond securing all tenants' deposits. A landlord who owns ten or fewer rental units, unless those units are managed by an outside party, does not need to supply a written list of preexisting damage place the deposit in an escrow account.

In addition, landlords in Georgia must give the tenant a written list of preexisting damage to the rental before collecting a security deposit. Landlords in Georgia must also provide tenants with advance notice before taking any deductions out of the security deposit, such as for the cost of repairing damage to the property caused by the tenant. A landlord who owns ten or fewer rental units, unless those units are managed by an outside party, does not need to supply a written list of preexisting damage.

Illinois Compiled Statutes sections 710/1 and 715/1 to 715/3:

In Illinois, there's no statutory limit on security deposits at the state level but check your city and county laws to see if your municipality has set a cap on security deposits for residential rentals.

Under Illinois law, for properties with five or more units, a landlord must return the tenant's security deposit within 30 to 45 days after the tenant moves out—depending on whether the tenant disputes deductions taken out of the security deposit or if an itemized statement and receipts are provided by the landlord.

In addition to complying with Illinois laws on security deposit limits and how (and when) the deposit must be returned to tenants, landlords in Illinois must pay interest on security deposits held for more than six months if they rent 25 or more units in either a single building or a complex located on contiguous properties. The interest rate is the rate paid for minimum deposit savings accounts by the largest commercial bank in the state, as of December 31 of the calendar year immediately preceding the start of the tenancy.

Indiana Code Annotated sections 32-31-3-9 to 32-31-3-19 (2020):

In Indiana, there's no statutory limit on security deposits at the state level but check your city and county laws to see if your municipality has set a cap on security deposits for residential rentals.

Under Indiana law, a landlord must return the tenant's security deposit within 45 days after the tenant has surrendered the rental property to the landlord (that is, returned the keys and vacated the property).

Iowa Code Annotated section 562A.12 (2020):

Under Iowa landlord-tenant laws, a landlord may charge a tenant the equivalent of two months' rent for the security deposit.

Under Iowa law, a landlord must return the tenant's security deposit within 30 days after the tenant has surrendered the rental property to the landlord (that is, returned the keys and vacated the property).

In addition to complying with Iowa laws on security deposit limits and how (and when) the deposit must be returned to tenants, landlords in Iowa must—if the security deposit is kept in an interest-bearing account—pay

interest to the tenant if the tenancy lasted more than five years (the landlord keeps the interest earned during the first five years of the tenancy).

Maryland Code Annotated [Real Property] statutes 8-203, 8-203.1, and 8-203.8:

Under Maryland law, a landlord must return the tenant's security deposit within 45 days after the tenant has moved out.

Landlords in Maryland must provide a receipt that describes the tenant's rights to move-in and move-out inspections (and to be present at each), the tenant's right to receive itemization of the deposit deductions and balance (if any), and penalties for the landlord's failure to comply. Landlords in Maryland must also pay interest on security deposits of \$50 or more, when the landlord has held the deposit for at least six months.

Within 45 days of termination of tenancy, interest must be paid at the daily U.S. Treasury yield curve rate for 1 year, as of the first business day of each year, or 1.5% a year, whichever is greater, less any damages rightfully withheld.

Interest accrues monthly but is not compounded, and no interest is due for any period less than one month. (See the Department of Housing and Community Development website for a calculator.) Deposit must be held in a Maryland banking institution.

Massachusetts General Laws Annotated chapter 186, section 15B (2020):

Massachusetts landlord-tenant law allows landlords to charge tenants the equivalent of one month's rent for the security deposit.

Under Massachusetts law, a landlord must return the tenant's security deposit within 30 days after the tenant has surrendered the rental property to the landlord (that is, returned the keys and vacated the property).

Landlords in Massachusetts must, at the time of receiving the security deposit, provide the tenant with a receipt indicating the amount of the deposit; the name of the person receiving it, and, if received by a property

manager, the name of the lessor for whom the security deposit is received; the date on which the deposit is received; and a description of the premises leased or rented.

Within 30 days of receiving the security deposit, the landlord must disclose the name and location of the bank in which the deposit has been deposited, and the amount and account number of the deposit.

Landlords in Massachusetts must also pay tenants 5% interest on the security deposit per year, or the amount of interest paid by the bank (the bank must be in Massachusetts). Interest should be paid yearly, and within 30 days of the termination date. Interest will not accrue for the last month for which rent was paid.

Michigan Compiled Laws sections 554.602 to 554.616 (2020):

Under Michigan landlord-tenant laws, a landlord may charge a tenant the equivalent of one and one-half months' rent for the security deposit.

Under Michigan law, a landlord must return the tenant's security deposit, with an itemized statement of deductions, within 30 days after the tenant has moved out.

Tenants in Michigan must dispute the landlord's stated deductions within seven days of receiving the itemized list and balance, if any, or give up any right to dispute them.

Landlords in Michigan must, within 14 days of the tenant's taking possession of the rental, furnish in writing the landlord's name and address for receiving communications and the name and address of the financial institution or surety where the deposit will be held. Landlords in Michigan must also provide tenants with advance notice before taking any deductions out of the security deposit, such as for the cost of repairing damage to the property caused by the tenant.

Michigan landlords must also alert tenants to their obligation to provide in writing a forwarding mailing address to the landlord within four days after

termination of occupancy. The notice shall include the following statement in 12-point boldface type that is at least 4 points larger than the body of the notice or lease agreement: "You must notify your landlord in writing within 4 days after you move of a forwarding address where you can be reached and where you will receive mail; otherwise your landlord shall be relieved of sending you an itemized list of damages and the penalties adherent to that failure."

Minnesota Statutes Annotated sections 504B.175, 504B.178, and 504B.195 (2020):

In Minnesota, there's no statutory limit on security deposits at the state level but if the landlord collects a "prelease deposit" and subsequently rents to the tenant, the landlord must apply the prelease deposit to the security deposit. Be sure to check your city and county laws to see if your municipality has set a cap on security deposits for residential rentals.

Under Minnesota law, a landlord must return the tenant's security deposit within three weeks after the tenant has surrendered the rental property to the landlord (that is, returned the keys and vacated the property) and the landlord has received the tenant's forwarding address; but within five days if the tenant must leave due to building condemnation.

Landlords in Minnesota must, before collecting rent or a security deposit, provide a copy of all outstanding inspection orders for which a citation has been issued pertaining to a rental unit or common area, specifying code violations that threaten the health or safety of the tenant, and all outstanding condemnation orders and declarations that the premises are unfit for human habitation. Citations for violations that do not involve threats to tenant health or safety must be summarized and posted in an obvious place.

With some exceptions, landlord who has received notice of a contract for deed cancellation or notice of a mortgage foreclosure sale must so disclose before entering a lease, accepting rent, or accepting a security deposit; and must furnish the date on which the contract cancellation period or the mortgagor's redemption period ends.

Landlords in Minnesota must also pay 1% simple noncompounded interest on the security deposit per year. Any interest amount less than \$1 is excluded.

Missouri Annotated Statutes section 535.300 (2020):

Under Missouri landlord-tenant laws, a landlord may charge a tenant the equivalent of two months' rent for the security deposit.

Under Missouri law, a landlord must return the tenant's security deposit within 30 days after the tenant has moved out.

Nevada Revised Statutes Annotated sections 118A.240 to 118A.250 (2020):

Under Nevada landlord-tenant laws, a landlord may charge a tenant the equivalent of three months' rent for the security deposit. Also, if both the landlord and the tenant agree, the tenant can use a surety bond for all or part of the deposit.

Under Nevada law, a landlord must return the tenant's security deposit within 30 days after the tenant has moved out.

In addition to complying with Nevada laws on security deposit limits and how (and when) the deposit must be returned to tenants, landlords in Nevada must explain, somewhere in the lease or rental agreement, the conditions under which the landlord will refund the security deposit.

New Jersey Statutes Annotated sections 46:8-19, 44:8-21.1, 44:8-21.2, 44:8-26 (2020):

Under New Jersey landlord-tenant law, landlords may charge the equivalent of one and one-half months' rent for the security deposit. Any additional security deposit, collected annually, may be no greater than 10% of the current security deposit

Under New Jersey law, a landlord must return the tenant's security deposit within 30 days after the tenant has surrendered the rental property to the

landlord (that is, returned the keys and vacated the property), but within five days in case of fire, flood, condemnation, or evacuation.

Landlords must keep security deposits in a separate account. Within 30 days of receiving the deposit (and every time the landlord pays the tenant interest), the landlord must disclose the name and address of the financial institution where the deposit is being held, the type of account, current rate of interest, and the amount of the deposit.

Landlords with 10 or more units must invest deposits as specified by statute or place deposit in an insured money market fund. Landlords with fewer than 10 units may place deposit in an interest-bearing account in any New Jersey financial institution insured by the FDIC. All landlords may pay tenants interest earned on account annually, or credit interest earned toward payment of rent due.

State security deposit laws do not apply to owner-occupied buildings with three or fewer units unless the tenant gives 30 days' written notice to the landlord of the tenant's wish to invoke the law.

N.Y. General Obligations Law sections 7-103 to 7-108 (2020):

One month's limit for units other than those subject to the City Rent and Rehabilitation Law or the Emergency Housing Rent Control Law.

Under New York law, a landlord must return the tenant's security deposit within 14 days after the tenant has surrendered the rental property to the landlord—that is, returned the keys and vacated the property.

Landlords must give advance notice before making any deductions from a security deposit.

If a deposit is placed in a bank, landlords in New York must disclose the name and address of the financial institution where the security deposit is being held and the amount of the deposit. The landlord in every rental situation may retain an administrative fee of 1% per year on the sum deposited. Also in New York, landlords of nonregulated units in buildings with six or more units must pay tenants interest on the security deposit. The

interest can be subtracted from the rent, paid at the end of each year, or paid at the end of the tenancy (according to the tenant's choice).

North Carolina General Statutes sections 42-50 to 42-56 (2020):

Under North Carolina landlord-tenant laws, a landlord may charge a tenant the equivalent of one and one-half months' rent for the security deposit on month-to-month rental agreements, and two months' rent if the rental term is longer than two months. North Carolina landlords may add an additional "reasonable," nonrefundable pet deposit.

Under North Carolina law, a landlord must return the tenant's security deposit within 30 days after the tenant has moved out. If the landlord's claim against the deposit can't be finalized within that time (for example, if necessary repairs haven't been completed), the landlord may send an interim accounting at the 30-day point and then a final accounting within 60 days of the tenancy's termination.

In addition to complying with North Carolina laws on security deposit limits and how (and when) the deposit must be returned to tenants, landlords in North Carolina must, within 30 days of the beginning of the lease term, disclose the name and address of the banking institution where the deposit is located.

Ohio Revised Code Annotated § 5321.16:

In Ohio, there's no statutory limit on security deposits at the state level but check your city and county laws to see if your municipality has set a cap on security deposits for residential rentals.

Under Ohio law, a landlord must return the tenant's security deposit within 30 days after the tenant has moved out.

In addition to complying with Ohio laws on security deposit limits and how (and when) the deposit must be returned to tenants, landlords in Ohio must pay interest on most security deposits at the rate of 5% per year, if the tenant stays six months or more.

Oregon Revised Statutes § 90.300:

In Oregon, there's no statutory limit on security deposits at the state level. But landlords may not impose or increase a deposit within the first year of a tenancy unless both landlord and tenant agree to modify the rental agreement to allow for a pet or other cause, and the deposit imposition or increase relates to that modification.

Under Oregon law, a landlord must return the tenant's security deposit within 31 days.

Pennsylvania Consolidated Statutes Annotated Title 68, sections 250.511a to 250.512:

Under Pennsylvania law, a landlord may charge a tenant the equivalent of two months' rent for the security deposit for the first year of renting and the equivalent of one month's rent during all subsequent years of renting. And, when a tenant has been in a rental for a period of five years or more, a landlord cannot request an increase in the security deposit, even if the rent increases. Tenants cannot waive these security deposit limits.

Under Pennsylvania law, a landlord must provide a tenant with a written list of damages within 30 days of either the termination of the lease or when the landlord regains control of the rental, whichever happens first. The landlord must deliver the list with payment of the [security deposit minus the deductions](#) noted in the list. Landlords who fail to provide the list and return the remaining security deposit forfeit all rights to withhold any money from the security deposit and to bring a lawsuit against the tenant for damages to the rental.

Landlords are not required to return the security deposit or provide the tenant with a list of damages when the tenant does not provide a forwarding address at move-out. (68 Pa. Cons. Stat. Ann. § 250.512 (2021).)

For security deposits over \$100, landlords in Pennsylvania must deposit the funds in a federally- or state-regulated institution and give the tenant the name and address of the banking institution and the amount of the deposit. (68 Pa. Cons. Stat. Ann. § 250.511b (2021).) Instead of placing deposits in a

separate account, the landlord can purchase a bond guaranteeing repayment issued by a bonding company authorized to do business in the state. (68 Pa. Cons. Stat. Ann. § 250.511c (2021).)

Pennsylvania landlords must pay interest on some security deposits: Pennsylvania tenants who occupy a rental unit for two or more years are entitled to interest paid on the security deposit beginning on the 25th month of occupancy. The landlord can keep up to one percent of the deposit to cover administrative and custodial expenses. The tenant is entitled to the remainder of the interest (if any) after the landlord deducts the administrative and custodial expenses. (68 Pa. Cons. Stat. Ann. § 250.511b (2021).

South Carolina Code Annotated § 27-40-410:

In South Carolina, there's no statutory limit on security deposits at the state level but check your city and county laws to see if your municipality has set a cap on security deposits for residential rentals.

Under South Carolina law, a landlord must return the tenant's security deposit within 30 days after the tenant has moved out.

Tennessee Code Annotated § 66-28-301:

In Tennessee, there's no statutory limit on security deposits at the state level but check your city and county laws to see if your municipality has set a cap on security deposits for residential rentals. Tennessee landlords must place security deposits in an account used only for security deposits.

In addition to complying with Tennessee laws on security deposit limits and how (and when) the deposit must be returned to tenants, landlords in Tennessee must provide tenants with advance notice before taking any deductions out of the security deposit, such as for the cost of repairs for damage to the property.

Also, Tennessee landlords must put deposits in a separate account and orally or in writing disclose the location of this account to the tenant.

The rule does not apply in counties that have a population of less than 75,000, according to the 2010 federal census or any subsequent federal census.

Texas Property Code Annotated §§ 92.101 to 92.110:

In Texas, there's no statutory limit on security deposits at the state level but check your city and county laws to see if there's a local cap on security deposits for residential rentals.

Under Texas law, a landlord must return the tenant's security deposit within 30 days after the tenant has moved out. If a landlord wants to condition the security deposit refund on the tenant's giving advance notice of surrender, the landlord must put this condition in the lease or rental agreement, and it must be either underlined or printed in conspicuous bold print. (Tex. Prop. Code Ann. § 92.103.)

Virginia Code Annotated §§ 55.1-1204, 55.1-1206, 55.1-1208, and 55.1-1226 (2020):

Under Virginia landlord-tenant laws, a landlord may charge a tenant no more than the equivalent of two months' rent for the security deposit.

Alternatively, a landlord may require the tenant to have damage insurance coverage (or a combination of insurance and a deposit) in an amount no greater than two months' of rent.

Under Virginia law, a landlord must return the tenant's security deposit within 45 days after the tenant has moved out. The landlord does not have to give tenant any advance notice of deductions. The tenant has the right to be present at the final inspection, and landlord must give tenant written notice of this right. The lease can provide for expedited processing at the end of the tenancy and specify an administrative fee for such processing, which will apply only if tenant requests it with a separate written document.

Note that if the landlord plans to deduct from the security deposit during the tenancy (in other words, while the tenant is still living there), the landlord has 30 days to itemize the deductions (45 days if the deductions exceed the amount of the security deposit)

Single-family residences are exempt where the owner(s) are natural persons or their estates who own in their own name no more than two single-family residents subject to a rental agreement

Washington Revised Code Annotated § § 59.18.260 to 59.18.285:

In Washington, there's no statutory limit on security deposits at the state level but check your city and county laws to see if your municipality has set a cap on security deposits for residential rentals.

Washington regulates how landlords may collect deposits. Landlords must allow tenants to pay the deposit and fees in installments (does not apply if the deposit and any nonrefundable fees are less than 25% of the monthly rent, or the landlord has not demanded the last month's rent). Tenants with tenancies of three months or more may pay in three equal and consecutive installments, beginning at the start of the tenancy; two installments for shorter tenancies. Installment schedules must be written and signed. These rules do not apply to holding deposits (which may not be more than 25% of the first month's rent).

Under Washington law, a landlord must return the tenant's security deposit within 21 days after the tenant has moved out.

Landlords in Washington must disclose in the lease or rental agreement the circumstances under which all or part of the deposit may be withheld and must provide a receipt with the name and location of the banking institution where the deposit is being held. No deposit may be collected unless the rental agreement is in writing and the landlord has provided the tenant a written checklist or statement describing the condition and cleanliness of or existing damage to the premises and furnishings at the start of the tenancy. In the lease, the landlord must disclose the circumstances under which all or part of the deposit may be withheld. No deposit may be collected unless the rental agreement is in writing and a written checklist or statement specifically describing the condition and cleanliness of or existing damages to the premises and furnishings is provided to the tenant at the start of the tenancy.

The landlord must provide tenants with a written receipt for the deposit and provide the name, address, and location of where the deposit will be kept; if the location changes, landlords must notify tenants.

Nonrefundable fees must be identified as such in a written rental agreement. If landlords fail to provide a written agreement, tenants are entitled to the return of the fee. If the written agreement does not specify that the fee is refundable, it must be treated as a refundable deposit.

The rules explained here do not apply to a lease of a single-family dwelling for a period of a year or more, or to a lease of a single-family dwelling containing an option to purchase by the tenant, but only if an attorney for the tenant has approved on the face of the agreement any lease that purports to be exempted from the security deposit rules.

Wisconsin Administrative Code, ATCP § 134.04; 134.06 and Wisconsin Statute § 704.28:

In Wisconsin, there's no statutory limit on security deposits at the state level but check your city and county laws to see if your municipality has set a cap on security deposits for residential rentals.

Under Wisconsin law, a landlord must return the tenant's security deposit within 21 days after the tenant has moved out.

Before accepting the deposit, landlords in Wisconsin must inform the tenant of 1) the tenant's inspection rights, 2) all habitability defects, 3) any outstanding building and housing code violations, 4) the means by which shared utilities will be billed, and 5) whether or not utilities are paid for by the landlord.