



# BE AN INFORMED TENANT

## Protect Your Security Deposit

The SECURITY DEPOSIT is an amount of money paid by you, the tenant, to your landlord other than the first rent payment.

Under Michigan law, Security Deposits cannot exceed 1.5 times the monthly rent. Only “refundable” fees are deemed to be security deposits.

Security deposits are the lawful property of the tenant until the landlord establishes a right to it – generally by obtaining a court order.

Your landlord must deposit your security deposit with a regulated financial institution (bank or credit union) OR deposit a cash bond to secure the entire deposit with the Secretary of State.

Within 14 DAYS of moving into your home, your landlord must provide you with a written notice of ALL of the following:

- Landlord’s name and address;
- Name and address of the financial institution where the security deposit is held OR the name and address of the surety company and who filed the bond with the Secretary of State;

Your landlord must provide you with two blank copies of the INVENTORY CHECKLIST upon move in. The Inventory Checklist preserves some proof of the condition of the property when you move in. You must complete and return the checklist to your landlord within 7 DAYS after moving in. If you fail to complete it or fail to return it and a dispute over damages occurs at the end of your lease, it’ll be your word against your landlord’s. Take time/date stamped photos or video recordings of the property before you move in.

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### Continued

Within 4 days of moving out or at the end of your lease, you **MUST** provide **WRITTEN NOTIFICATION** of your forwarding address to your landlord. If you provide the forwarding address within 4 days after moving out, your landlord has **30 DAYS** from move-out to respond. Your landlord can either:

- Return the entire amount of the deposit by check or money order, **OR**
- Send - by mail - an itemized list of damages lawfully assessed against the deposit and a check or money order for the remaining balance of the deposit, if any.

If you dispute the claim of damages, you **MUST** respond **BY MAIL** within **7 DAYS** of receiving the list. You **MUST** respond in detail to each item of damage and the amount assessed.

Your landlord now has two choices:

- They can negotiate or mediate an agreement with you, in writing, **OR**
- Take the matter to court.

Remember: the security deposit remains your property until your landlord perfects a claim to it - either by agreement or court order. If the issue goes to court, the landlord **MUST PROVE** that you are responsible for the damages.

For more information contact Legal Self Help Center at  
[www.miottawa.org/courts/legal/](http://www.miottawa.org/courts/legal/)