

- have a brief letter to the landlord ready stating the date and what keys are enclosed (keep a copy of the letter)
- have your friend watch as you seal all the keys and the letter in an envelope
- have your friend come with you as you hand over the keys, leave them at the landlord's office, or mail them to the landlord
- if you have a security deposit, include the address to which you want the deposit (plus interest on the security deposit and last month's rent) returned
- if you turn in the keys in person, try to get the landlord or someone in the office to sign your copy of the letter as a receipt

You can't be charged for any damages that were there when you moved in.

The reason for turning in the keys this way is to have a chain of evidence showing the condition of the property when you left it for the last time. It should not be possible for anyone to claim that you could have returned to the unit later and caused damage.

### Have the landlord inspect

Even better, have the landlord inspect the property (with you there) just before or as you move out. Make sure to have a copy of your "Statement of Condition" on hand to challenge any damages that he or she may say you caused. Try to have another adult there for the inspection.

### The landlord kept my security deposit!

Any security deposit must be returned to you within thirty days of your leaving the property or thirty days after your lease ends, whichever is later. If you move out early without the landlord's approval, she can keep the security deposit until thirty days after the lease expires.

If the landlord claims that there are damages beyond "reasonable wear and tear" to the unit, then he or she has thirty days from the day that you move out to send you a detailed list of the damages, plus copies of itemized bills or estimates for the cost of the repair.

**A landlord cannot deduct any money from your security deposit for "reasonable wear and tear."**

If your landlord does not return your deposit or send you a detailed list of damages and repair estimates within 30 days, you can sue in Small Claims Court for triple the amount of your deposit, plus court costs.

The Attorney General's office has information about going to Small Claims Court. Contact them at:

Commonwealth of Massachusetts  
Office of Consumer Affairs  
617-727-7780 or 888-283-3757  
<http://www.state.ma.us/consumer/Pubs/>



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# Moving Out

## Your rights and responsibilities, including:

- giving notice
- repairing damage
- getting your security deposit back



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### Giving notice

If you have a lease, read it to make sure it is not self-extending. If it is, you will need to give the landlord notice that you are going to move out. Otherwise, you could be bound to a lease agreement for another year. If your lease is not self-extending, then your tenancy will end on the date stated on the lease.

Even if you plan to move at the end of your lease, it is a good idea to notify your landlord 30 days in advance. (Your lease will say if you have to give more than 30 days' notice.)

Your landlord may ask you up to three months in advance if you plan to move out or not. Unless your lease says otherwise, you can say that you're not certain of your plans and that you'll give him or her 30 days' notice.

### Leaving early

If you want to move out before your lease is up, you need your landlord's agreement. Give the landlord written notice that you would like to leave on a certain date and then try to get him or her to agree to it in writing. A written agreement will bind the landlord and enable you to leave legally.

If you move out early without your landlord's agreement, he or she could sue you for the remainder of the rent and would likely win.

If your landlord is hesitant, one option is for you to find someone else to move in. Ask your landlord if you can have someone sublet the unit for the remainder of the lease. Again, get any agreement in writing!

### Getting your security deposit back

After you move out, you may have trouble getting back your security deposit because the landlord claims you damaged the property. The time to protect yourself from damage claims is **before** you move out, while you are still in control of the unit.

The best defense is a good offense — you should have records showing the condition of the property when you moved in (see “Mov-

ing In”). If you don't have these, you can still make a record of the condition of the unit when you leave it.

### What exactly is “clean?”

When you move out you don't have to leave the home spotless, but you should leave it in “broom clean” condition. This generally means:

- clean the refrigerator (defrost, if necessary); leave it turned off and open
- clean the kitchen and bathroom
- take all your trash out to the sidewalk or trash receptacles
- vacuum or thoroughly sweep the empty unit
- don't leave anything behind unless it was there when you moved in
- if you agree with the landlord or with the incoming tenants to leave something behind, get the agreement in writing

### Try to fix it before you go

If you have damaged the property beyond “normal wear and tear,” repair what you can before you leave. You either can do the work yourself or hire someone. If there is something that you don't have time to repair, get a written professional estimate of the cost of the repair before you leave.

If you leave damages for your landlord to repair after you move out, he or she may choose

the most expensive repair service and add on “extras” you never even thought of.

### Before you turn in the keys ...

It's important to have a record of the condition in which you left the property. When you have finished moving out and cleaning, bring along an adult (who can, if necessary, testify in court), and:

- a camera (one that records the date on the photo is best) with a full roll of film
- take pictures of the whole unit, showing the condition in which you are leaving it
- if your camera doesn't date the photos have your friend hold the front page of that day's newspaper in the field of each picture — this will show that the pictures could not have been taken earlier than the date of the newspaper — and save that front page with your important records

“Reasonable wear and tear” is considered to be the gradual deterioration of the premises from normal use.

Repainting, thoroughly cleaning a “broom clean” unit, and replacing worn flooring are normal wear and tear, not damages.

The longer you live in the property, the more wear and tear it will have.

As soon as you have taken the pictures:

- turn off all lights, leave the unit, and lock up