



## MOVING OUT OF THE PLACE YOU RENT

You are about to move out of the place you have been renting. You might be moving because you would like to live somewhere else, or because your landlord wants you to move. Whatever the reason, you should follow the steps given below if you want to avoid legal problems.

### 1. MOVE EVERYTHING QUICKLY.

Once you have decided to move, remove all of your property from the place you have been renting as quickly as possible. Move out in a single day, especially if you are behind on your rent. You might even want to move some of your things to a friend's place or rent a storage space. If you have anything that you no longer want, dispose of it properly or give it away.

You should never leave any property behind in the place you were renting if you want to see it again. This is especially true if you owe your landlord rent. If you can't get your property out right away, you should continue to live in the place with your property until you can get it out!

The worst thing you can do is to leave your property unattended at the place you were renting. The longer you leave it there while you are "in the process of moving," the greater the chance that your landlord will simply dispose of it himself or herself. If you want it, get it out.

### 2. CLEAN UP THOROUGHLY.

Once you have removed all of your property, clean the place up thoroughly. This means doing whatever is needed to restore the place to the way it was when you moved in. You do not have to fix things caused by the landlord's failure to make repairs or by people who did not live in your household and who you did not invite over. However, you may have to prove that anything you don't clean up or repair was not your fault or the fault of your guests. If there are a refrigerator and stove, don't forget to clean those out as well.

### 3. DOCUMENT HOW YOU LEFT THE PROPERTY.

Once you are done cleaning the place up as best as you can, "document" how you left the place. You can take pictures or video record, walk through the place with a reliable witness, or write up a list or some type of report about the condition of the place as you left it. Take video or pictures of every room – the floors, the walls, the windows. In the kitchen take a video of the inside of the fridge and oven. The point is to be able to prove how you left the place in case the landlord unfairly says you left the place full of trash or with problems you didn't cause.

#### 4. RETURN YOUR KEYS.

Handing over the keys is the official act of moving out, so you want to develop proof that you returned the keys. Once you have finished moving, cleaning, and "documenting" the way you left the place, tell your landlord right away that you have moved out and return all of the keys. If you are going to return the keys in person to the landlord, prepare a receipt for the keys that the landlord can sign. If leaving keys in a drop box take a picture or video of putting the keys in the drop box. You can also return the keys by sending your landlord a letter, by certified mail or with a certificate of mailing, telling him or her when you moved and enclosing the keys. Put enough postage on it. Keys are heavy! Keep a photocopy of the letter with the keys taped on the letter.

#### 5. GIVE YOUR NEW ADDRESS.

Once you have moved out, you must give the landlord a forwarding address if you want your security deposit back. It is best to do this by writing a letter to the landlord telling him or her your forwarding address. Date the letter and keep a photocopy. However, if you think that your landlord might sue you for damages to the place you rented, it may be better not to give your landlord a forwarding address. The landlord might serve you there with court papers. You will have to decide whether to give a forwarding address or not.

The law gives your landlord 30 days from the day you move out to return your security deposit. He or she does not have to return it right away. If your landlord keeps any part of your security deposit, he or she must give you an itemized list of the expenses he or she deducted from the deposit. If you disagree with any of the landlord's deductions from your security deposit, you can sue him or her, usually in Small Claims Court. If the Judge decides that the landlord was wrong in deducting any expenses from your deposit, the Judge should give you a judgment for two times the amount wrongfully deducted.

If you receive papers from a court showing that your landlord has sued you, contact a lawyer immediately. You should also contact a lawyer if your landlord sets your property out or will not return property to you. Finally, you may contact a lawyer if your landlord refuses to refund your deposit.

*The information on this flyer is not legal advice. If you are seeking representation or legal advice, please contact LASC. An attorney-client relationship does not exist between you and LASC.*

### **How to Contact LASC:**

Request Services Online at [www.columbuslegalaid.org](http://www.columbuslegalaid.org)

#### **FRANKLIN & MADISON**

Call (614) 241-2001 or Toll Free 1-888-246-4420  
1108 City Park Avenue, Columbus, OH 43206  
Office Hours: 9:00am-3:30pm Monday-Friday

#### **DELAWARE, MARION, MORROW, & UNION**

Call (740) 383-2161 or Toll Free 1-888-301-2411  
150 Oak Street, Marion, OH 43302  
Office Hours: 9:00am-4:30pm Monday-Friday

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