



Written List of Damages?

If you are a Landlord for a residential property or a Tenant renting a residential property, the Written List of Damages is of the utmost importance.

What is the Written List of Damages? Well, lets look at the Statute...

The Pennsylvania Landlord Tenant Act of 1951 68 P.S. 250.512 states:

(a) Every landlord shall within **thirty days** of termination of a lease ... provide a tenant with a written list of any damages to the leasehold premises for which the landlord claims the tenant is liable. Delivery of the list shall be accompanied by payment of the difference between any sum deposited in escrow, including any unpaid interest thereon, for the payment of damages to the leasehold premises and the actual amount of damages to the leasehold premises caused by the tenant.

In essence, the above states that within 30 days of a Tenant moving out, Landlord must provide Tenant with a list of damages to the property. If Landlord finds damage to the property, they must show those damages in the statement and then provide Tenant with the remainder of the security deposit minus damages.

For example, Tenant provided a \$1,000.00 security deposit. Tenant moves out at the end of the lease term. Landlord surveys the property and determines \$50.00 of damage resulting from a broken faucet. Landlord must send a written list to Tenant showing the \$50.00 of damage due to the broken faucet and include a check in the amount of \$950.00 to Tenant ($\$1,000.00 - \$50.00 = \950.00)

If Landlord fails to send this written list, two big problems arise. First, Landlord is barred from pursuing Tenant for damages. Even if the Tenant absolutely destroyed the property, it won't matter. You, as the Landlord, would be completely barred from pursuing them for damages. Second, the Tenant can now sue you for withholding their security deposit. Not only can the Tenant sue you for the security deposit, but now, the Tenant can get double their deposit as damages.

For example, in our scenario above, lets assume Landlord fails to send their written list within 30 days. Landlord would be barred from pursuing the \$50.00 of damage from the faucet. Further, Tenant could now sue Landlord for \$2,000.00 (their initial deposit of \$1,000.00 x 2).

Landlord can offset that double security deposit damages by Tenant's damage caused to the premises. However, Landlord could not recover those damages from Tenant.

Continuing our scenario, lets assume Tenant sues Landlord. Landlord would be responsible for the deposit x2 (\$2,000.00) subtracted by \$50.00, which is the damage caused by Tenant. So, Landlord would be responsible for paying Tenant \$1,950.00.

Again, Landlord could not recover that \$50.00 from the Tenant, but could potentially offset it against any damages owed, if they could prove it in a Court of law.

Last, Landlord has a final common defense to the written list of damages. Tenant must provide Landlord with a forwarding address for the written statement. If Tenant does not provide a forwarding address, Landlord will not be liable for not sending the statement.

So, if Tenant just takes off into the night, Landlord won't be responsible for tracking the Tenant down and finding them. Tenant must provide the forwarding address to the Landlord.

It is a relatively simple concept, but it can have serious ramifications if either party does not follow through with their obligations.

If you are a Landlord, make sure you document your damages, provide a copy to Tenant within 30 days of move out, and get a forwarding address from the Tenant at the end of the lease.

If you're a Tenant, make sure your Landlord sends you a written statement within 30 days and provide your Landlord with a forwarding address, in writing, to ensure you receive your security deposit back.

If you ever need legal assistance for any landlord/tenant issue, contact us at King & Huffines: Attorneys at Law PLLC at 724-242-0230 or www.kinghuffineslaw.com