

Chapter 18

SECURITY DEPOSITS

INTRODUCTION

Tenant security deposits are required to minimize collection losses and to encourage tenants to leave their apartments clean and in good condition when they vacate.

A. SECURITY DEPOSIT AMOUNT

The security deposit for LSHA shall be **“equal to one month rent”** at the time of lease-up.

Security deposits will be updated for current residents and any additional amounts will be collected upon execution of a new lease after the effective date of this policy. Payment agreements may be made for the difference of their current deposit and the new amount.

LSHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

B. PAYMENT AGREEMENT

Security deposits are due and payable at the time of move-in. In cases of documented extreme hardships, arrangements may be made to pay the security deposit in more than one payment. The resident must sign a payment agreement if the entire amount is not paid at the time of move-in.

In documented cases of extreme hardship, the security deposit may be paid in four equal installments not to exceed a 4-month period, beginning with the first installment payment made at the time of move-in. The payments thereafter shall be made when the rent is paid.

Refund of Security Deposit

LSHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

- Unpaid Rent;
- Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear;
- Other charges under the Lease.

LSHA will provide the tenant or designee identified above with a written list of any charges against the security deposit. If the tenant disagrees with the amount charged to the security deposit, LSHA will provide a meeting to discuss the charges.

LSHA will refund the Security Deposit less any amounts owed, within 30 days with a possible extension of 30 days not to exceed a total of 60 days due to extenuating circumstances after

move out and tenant's notification of new address. The Security Deposit shall be forfeit if the tenant's lease has been terminated due to criminal or drug activity that has occurred on LSHA property.

D. TRANSFER OF SECURITY DEPOSIT

If a resident transfers, the original security deposit transfers. The resident will pay for all the damages from the previous unit. The resident will be responsible for payment of any additional security deposit to bring the resident up the current security deposit minimum. If the security deposit for the new unit is less than the original security deposit, the tenant will be refunded the proper amount, less any charges that have assessed for damages to the unit they moved from. The tenant will also be further billed for any maintenance or other charges beyond the security deposit.