

1-21-1208. Deductions from deposit; written itemization; time limits; failure to give notice; recovery by renter; utilities deposit; penalty

(a) Upon termination of the rental agreement, property or money held as a deposit may be applied by the owner or his agent to the payment of accrued rent, damages to the residential rental unit beyond reasonable wear and tear, the cost to clean the unit to the condition at the beginning of the rental agreement and to other costs provided by any contract. The balance of any deposit and prepaid rent and a written itemization of any deductions from the deposit together with reasons therefor, shall be delivered or mailed without interest to the renter within thirty (30) days after termination of the rental agreement or within fifteen (15) days after receipt of the renter's new mailing address, whichever is later. If there is damage to the residential rental unit, this period shall be extended by thirty (30) days. The renter shall within thirty (30) days of termination of the rental agreement, notify the owner or designated agent of the location where payment and notice may be made or mailed.

(b) After termination of the rental agreement, property or money held and separately identified as a utilities deposit shall be refunded by the owner to the renter within ten (10) days of a satisfactory showing that all utility charges incurred by the renter have been paid. Absent such showing within forty-five (45) days of termination, the owner shall within fifteen (15) days thereafter, apply the utilities deposit to the outstanding utility debt incurred by the renter. Any refund due to the renter shall be paid within seven (7) days after the utility deposit has been applied to the renter's utility debt, or within fifteen (15) days after receipt of the renter's new mailing address, whichever is later.

(c) If the owner of a residential rental unit or his agent unreasonably fails to comply with subsection (a) or (b) of this section, the renter may recover the full deposit and court costs. In an action by a renter pursuant to this section, if the owner is the prevailing party and the court finds the renter acted unreasonably in bringing the action, the owner may be awarded court costs in addition to any other relief available.