

 **CASE: "THE MISSING SECURITY DEPOSIT"**
 **Incident**

Tenant **Lisa Morgan** leased an apartment from **Landlord Robert Davis**.

<b>Lease Term:</b>	June 1, 2025 – May 31, 2026
<b>Monthly Rent:</b>	\$1,200
<b>Security Deposit:</b>	\$1,200


 **MOVE-OUT**  
May 31, 2026

**TENANT**

- ✓ Returned all keys.
- ✓ Vacated premises.
- ✓ Provided forwarding address in writing.



**LANDLORD**

- ✗ Did not conduct a walk-through inspection.
- ✗ Did not provide a damage list at move-out.


 **FORTY-FIVE DAYS LATER**

Landlord mails Tenant a letter claiming:

ITEM	AMOUNT
Wall Repair	\$350
Carpet Damage	\$500
Cleaning	\$350
<b>TOTAL</b>	<b>\$1,200</b>

Landlord keeps entire security deposit.

**RELEVANT LAW****68 P.S. §250.512**

- (a) Every landlord shall provide a written list of damages claimed.
- (b) The landlord shall provide payment of the difference between damages claimed and the amount of the security deposit.
- (c) The written list shall be delivered within thirty days after termination of tenancy and delivery of possession.
- (d) Failure of the landlord to provide the written list within thirty days shall result in forfeiture of all rights to withhold any portion of the security deposit.
- (e) Any landlord who fails to comply with subsection (c) shall be liable in damages to the tenant in an amount equal to twice the amount by which the security deposit exceeds actual damages.
- (f) Nothing in this section shall preclude the landlord from recovering damages in a separate action.

**EVIDENCE PRESENTED****PLAINTIFF (TENANT)**

-  Lease
-  Copy of forwarding address
-  Certified Mail Receipt
-  Copy of demand letter

**DEFENDANT (LANDLORD)**

-  Damage Letter
-  **Testimony:**  
"The apartment was badly damaged."

**NOT PRESENTED**

-  Photographs
-  Repair invoices
-  Contractor estimates
-  Inspection report

**JUDICIAL QUESTION**

Which outcome is **MOST** legally correct?

- A** Judgment for Landlord because the Court finds the landlord's testimony credible.
- B** Judgment for Tenant for \$1,200 because the landlord failed to prove damages.
- C** Judgment for Tenant for \$2,400 because the landlord failed to comply with the statutory requirements.
- D** Dismiss the action because neither side produced photographs.



**NOTE TO STUDENT:** Review the facts, evidence, and relevant law carefully. Use them to decide the most legally correct outcome. Turn the page to think like a judge before seeing the answer.





### BEFORE CHOOSING AN ANSWER...

A judge must analyze the facts, the law, and the evidence separately before deciding the case.



## 1 WHO HAS THE BURDEN OF PROOF?

In a claim for return of a security deposit, which party has the burden and why?



- Tenant (Plaintiff) *(Explain why)*
- Landlord (Defendant) *(Explain why)*
- Both equally *(Explain why)*

NOTES:

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## 2 WHAT IS THE REAL ISSUE?

Is the key issue whether damages occurred, or whether the landlord complied with the statutory requirements? Explain your reasoning.



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## 3 WHAT FACTS ARE RED HERRINGS?

Identify facts that may seem important but do NOT control the outcome.



- Landlord did not conduct a move-out inspection
- No photographs were presented
- No repair invoices or estimates
- Landlord testified "the apartment was badly damaged."
- Tenant provided a forwarding address
- 45 days passed before landlord sent the list

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## 4 WHICH SUBSECTION CONTROLS?

Review 68 P.S. §250.512.

Which subsection(s) appear to control this case and why?



- (a) REASONING:
- (b)
- (c)
- (d)
- (e)
- (f)

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## 5 CAN A LANDLORD WHO SUFFERED DAMAGES STILL LOSE?

If the landlord actually incurred damages, can the landlord still lose the right to retain any part of the security deposit under this statute? Explain your reasoning.



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## 6 WHAT HAPPENS AFTER 30 DAYS?

According to the statute, what is the consequence if the landlord fails to provide the list within 30 days?



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### JUDICIAL CHECKLIST

- ✓ I have identified the party with the burden of proof.
- ✓ I have focused on the controlling legal issue.
- ✓ I have set aside facts that do not control the outcome.
- ✓ I have determined which statutory subsection(s) apply.
- ✓ I understand the legal consequences of noncompliance.



NOW TURN THE PAGE TO SEE THE ANSWER AND ANALYSIS.



**CORRECT ANSWER:**



**Judgment for Tenant for \$2,400 because the landlord failed to comply with the statutory requirements.**



The law controls, not sympathy or credibility.



**WHY THE OTHER ANSWERS ARE WRONG**



**A**  
**WRONG**

**Credibility is irrelevant.**

Even if the Court believes the landlord's testimony, the statute removes the right to keep the deposit when the landlord fails to act within 30 days.



**B**  
**WRONG**

**Too narrow.**

Yes, the landlord failed to prove damages and forfeited the deposit, but the statute also provides for **DOUBLE DAMAGES**.



**D**  
**WRONG**

**Photographs are not required.**

The statute does not require photographs, invoices, or a move-out inspection.



**WHY "C" IS THE LEGALLY CORRECT OUTCOME**

**1 Statutory Deadline**

The landlord had 30 days after termination and delivery of possession to provide the list.



68 P.S. §250.512

(c) The written list shall be delivered within thirty days after termination of tenancy and delivery of possession.

**2 Landlord waited 45 days.**

The list was mailed 45 days after move-out.



(d) Failure of the landlord to provide the written list within thirty days shall result in forfeiture of all rights to withhold any portion of the security deposit.

**3 Subsection (d)**

Failure to provide the list within 30 days results in **FORFEITURE** of the right to withhold any portion of the deposit.



(e) Any landlord who fails to comply with subsection (c) shall be liable in damages to the tenant in an amount equal to twice the amount by which the security deposit exceeds actual damages.

**4 Subsection (e)**

Tenant is entitled to **TWICE** the amount by which the deposit exceeds actual damages.



**Therefore: \$1,200 x 2 = \$2,400**

**KEY RED HERRINGS – DON'T BE FOOLED!**



**Damage may have occurred.**  
Irrelevant under subsection (d).



**No photos, invoices, or inspection report.**  
Not required by statute.



**Landlord's testimony was credible.**  
Credibility does not override the statute.



**Waiting 45 days instead of 30.**  
This alone triggers the statutory penalty.



**WHAT SHOULD A JUDGE REMEMBER?**

- ✓ Apply the law – not emotion.
- ✓ The controlling issue is compliance, not the amount of damage.
- ✓ Statutory rights can be lost by inaction.
- ✓ A judge enforces the statute as written.



**JUDGMENT FOR TENANT**

Landlord's failure to provide the required written list within 30 days results in liability to Tenant in the amount of \$2,400.00 (68 P.S. §250.512).

*Magisterial District Judge*



A credible landlord may still lose. A damaged apartment may still result in judgment for the tenant.



**The statute controls the outcome, not what feels fair.**