

Chapter 18

SECURITY DEPOSITS

A. 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.

B. SECURITY DEPOSIT AMOUNT

The security deposit for RCRHA shall be equal to the flat rent for the unit size at the time of lease-up.

C. 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 equal installments not to exceed a 5-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.

D. ADDITIONAL SECURITY DEPOSIT COLLECTION PROCEDURES

Security Deposits are governed by the terms of the lease, 24CFR's and state statutes. The RCRHA reserves the right to bill a resident's account additional charges if any of the situations below exist or take place within a resident's apartment. These additional security deposits may exceed the flat rent. This money will be added to the resident's current security deposit. Such deposits may be collected for the following:

- 1) Unauthorized wallpapering.
- 2) Painting walls any color other than the original color upon move-in.
- 3) If the resident fails a housing inspection due to unsanitary housekeeping or excessive damage to the unit that is beyond normal wear and tear.

If any of the above items are found within a household the resident will be immediately billed thirty dollars (\$30) per room. The RCRHA has enacted this change to protect the interest of our housing stock and to reduce the billable charges due by the resident once they have moved out of RCRHA housing. Management will place additional security deposit charges on the monthly charge/credit form.

The security deposit amount will be held by RCRHA until the termination of the resident's lease and vacate of the unit by the resident. After vacate and inspection, the security deposit may be returned to the resident if:

- 1) There is no unpaid rent or other charges.
- 2) The unit, exterior surroundings, and all equipment therein is left clean.
- 3) There is no breakage or damage that is not due to normal wear and tear.
- 4) There is no equipment missing.
- 5) The security deposit for cases of unauthorized wallpapering or painting will be fully refundable should the resident restore the unit back to original condition with normal wear and tear accepted.
- 6) A fifteen (15) day written notice is provided to RCRHA and the keys to the dwelling are surrendered to the management office.

E. 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.