Everyone wants to have a smooth move-out day and get as much of his or her security deposit returned as possible. These are some questions you should consider in order to make moving out as painless a process as possible.

Are you “jointly and severally liable”?
Many students who sign leases with roommates are “jointly and severally responsible.” This term means that all house/roommates are responsible for the obligations as a tenant. In other words, any one student can be held responsible for the entire cost of damages assessed by a landlord. “Jointly and severally liable” tenants usually pay one single security deposit, so it’s important to coordinate with your roommates in terms of cleaning and other move-out necessities.

Does your landlord require professional cleaning?
Some leases require that the tenant pay for professional cleaning of the carpets or other things. Schedule this cleaning prior to move-out and be sure to retain all receipts and other records of the cleaning in order to prove that you complied with this lease provision should any issues arise.

Do you have a move-in inventory sheet?
It is likely that when you moved into your apartment you were required to fill out an inventory sheet that noted the condition of your apartment when you started your lease. If you didn't fill out a sheet like this yourself, your landlord likely has some type of record of your unit’s condition prior to you moving in. Checking this record will give you a point of reference for what the condition of your apartment should be when you move-out.

Have you taken pictures of the unit?
If issues arise with the return of your security deposit, photos can be one of the best assets to a claim against your landlord. Take photos of the apartment after you have fully cleaned it and moved out all of your belongings. If you clean something on your landlord’s move-out checklist, take a picture of it in its clean condition. If possible, share these photos with your landlord and have them agree to their accuracy in writing or by signature.

Are you aware of pre-existing fees and deductions?
Some landlords have standard fees or security deposit deductions that they may charge when you move-out. These are often outlined in your lease, which means that you agreed to them when you signed your lease prior to moving in. Discussing any up-front charges with your landlord can help to ensure that there are no surprises when it comes to moving out or the potential return of your deposit.

Your Landlord’s Move-Out Instructions
Many landlords provide move-out instructions when the end of the leasing period nears.

These instructions are key to a smooth move-out process and ensuring the maximum return on your security deposit. Ask your landlord for a copy of instructions early so you have enough time to complete all the necessary steps.

Many landlords will provide cleaning list with specifications on how to best clean the unit. If your landlord does not provide a list, contact them and request one so that both parties are clear on what is expected. Inquire as to whether your landlord requires a walk-through of the property on move-out day. If they do, make an appointment with them early and confirm the date and time a few days before.
Subletting and Assigning

Always be sure to be clear if you are entering into a sublease or an assignment. There are key differences that can impact the rights of you, the original, and the new tenant. If the new agreement is a sublet, the original tenant reserves some rights and also maintains a relationship with the landlord under which they may be financially or otherwise responsible. If the new agreement is an assignment, the original tenant surrenders all rights to the property and is no longer contractually obligated to the landlord in any way.

Subleasing is usually defined as a situation where a tenant gives to another, in part, the rights and responsibilities of their lease for a shorter time period than the full period of the tenant’s lease. When entering into a sublease, be sure to have a sublease agreement. Much like the original lease, a sublease agreement outlines and protects the rights and responsibilities of the parties involved.

Assigning a lease is usually defined as a situation where a tenant gives to another, in whole, the rights and responsibilities of their lease for the remainder of the time period under the tenant’s lease. Assignment is a good option if you are interested in early termination of your lease. It is important to contact your landlord regarding an assignment, because you are essentially terminating the original lease and offering a replacement tenant. There may be fees associated with assigning.

In Pennsylvania, it is legal to sublet or assign your lease, however, a landlord can reserve some rights in this process. These rights include the ability to reject any proposed substitute tenant for legitimate reasons. Therefore, it is crucial to refer to your lease for any provisions or regulations regarding subletting and assigning. You should also contact your landlord, as they may be helpful to you throughout the process.

Security Deposit Basics

A landlord is allowed to charge a maximum of two months’ rent as a security deposit in the first year of the lease. Be sure to clarify with your landlord if the fee that you are paying is a refundable security deposit, or something else, like “last month rent,” which is a form of pre-paid rent. When moving out, the portions of your security deposit not withheld are refundable, while pre-paid rent is not.

Before moving out of a property, a tenant must provide their landlord with a forwarding address. If the tenant does not provide this address, they risk forfeiting any returnable portion of their security deposit.

After the lease has ended, a landlord has 30 days to return the tenant’s security deposit or provide an itemized list of any charges that were deducted from the security deposit. Landlords may withhold portions of the security deposit in order to cover the cost of damage to the premises beyond normal wear and tear or to pay any remaining utility bills. If the landlord does not provide and itemized list of any charges deducted from the deposit within 30 days, he/she forfeits the right to withhold any portion of the deposit and must return the full amount of the security deposit to the tenant.