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Q & A; When a Landlord Won't Return a Security Deposit

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Q. *moved into an apartment on a one-year lease. Thirty days before the end of my lease, I gave notice to vacate and requested, in writing, the return of my security deposit and interest.*

I moved out on March 2 and have yet to receive a check or a notice stating that the landlord was keeping the deposit. There was no damage to the apartment, so I expect the full deposit to be returned. They are not returning my calls.

What should I do?

A. **Dov Treiman**, a Manhattan real estate lawyer, said the tenant had two possible paths to pursue. "First, the tenant may bring a case in small claims court or, for very large security deposits, in the regular part of the New York City Civil Court," he said.

"Second, the tenant may file a complaint with the Bureau of Consumer Frauds and Protection of the New York State Attorney General's Office."

Mr. Treiman said that pressing the case in small claims court or Civil Court could prove very frustrating, because it could entail several appearances in court.

Also, the landlord will frequently be represented by a lawyer, and the tenant typically will not be. While not always the case, the lawyer could use various tactics to delay the case or to wear the tenant down in hopes of forcing him or her to give up.

Even if the tenant wins in court, **Mr. Treiman** added, he or she would then have to turn over the judgment to a city marshal to have it enforced, a process that can also be time consuming and somewhat expensive.

On the other hand, the consumer fraud bureau of the Attorney General's Office is very interested in these cases and in getting them resolved quickly. "They have tremendous power to coerce landlords to return the security deposit, but will only do so if the deposit has not been returned for more than 30 days after the tenant moves out," **Mr. Treiman** said.