

Security Deposit Reconciliation

Resident Name: _____

Rental Address: _____

Forwarding Address: _____

Date of Demand for Refund/Forwarding Notice: _____

Date of Expiration of Rental Agreement: _____ Date vacated: _____

Was a proper notice given? Yes No

Was lease term fulfilled? Yes No

This report is: (check one) Final Estimated Date: _____

Deposits and Prepaid Rent:

Security Deposit:	\$
Pet Deposit:	\$
Key Deposit:	\$
Pre-paid rent:	\$
Other payments:	\$
TOTAL DEPOSIT	\$

Deductions

Rent Due:	\$
Repairs: (specify)	\$
	\$
Cleaning: (specify)	\$
	\$
Keys:	\$
Other:	\$
Contractual charges: <input checked="" type="checkbox"/> Carpet cleaning <input type="checkbox"/> Other:	\$
Lease termination: <input checked="" type="checkbox"/> Insufficient Notice <input type="checkbox"/> Incomplete term <input type="checkbox"/> Other:	\$
TOTAL DEDUCTIONS	\$

Reconciliation

Total Deposits less Deductions (indicate "+" if refund, "-" if owed)	\$
Less: Court costs and attorney fees (if any): Case No: _____	\$
BALANCE DUE TO: <input checked="" type="checkbox"/> Resident <input type="checkbox"/> Landlord	\$

Paid by check no: _____ On: _____

Endorsement of any refund check constitutes a full and complete release of landlord by tenant.

Instructions for:

SECURITY DEPOSIT RECONCILIATION

When to use this form:

Landlords may demand a security deposit of up to one month's rent from the tenant. In addition, a landlord may demand a pet deposit of up to one-fourth of one month's rent. Deposits are intended by state law to be refundable. A "non-refundable" deposit, is not a deposit.

After a tenant vacates the rental "[t]he balance [of the deposit], if any, and a written itemization shall be delivered or mailed to the tenant within fourteen days after demand and designation of the location where payment may be made or mailed." Neb. R.R.S. §76-1416. Note: the demand need not be written.

Failure to refund or account may result in the landlord's waiving the right to claim damages or rent and having to refund the deposit in full and pay the tenant's attorney fees. Eviction proceedings and abandonment may be defenses, but a landlord is well advised to make the accounting process routine in every case.

How to use this form:

Fill in the required information and deliver the reconciliation to the tenant's forwarding address. If the tenant has failed to supply a forwarding address, mail the reconciliation to the rental address. The notice is deemed effective the date of mailing. See Neb. R.R.S. §76-1413(2). **Be sure to keep a copy for your records.**

How to serve:

The reconciliation must be served:

- 1) in hand to the tenant, or
- 2) by mailing to the tenant.

Other Notes:

Landlords are best advised to make diligent efforts to make the repairs and provide the accounting within the statutory time. Certain lease forms may allow a longer notice period to refund the deposit. However, I know of no Nebraska case on point which would support the ability to contractually modify the tenant's rights in this matter. Nebraska's 14 day notice is a deviation from the Model Residential Landlord and Tenant Act, which recommended a 30 day period. States dealing with "estimates" have ruled that the estimate must be reasonably accurate, and not just a "best guess". Unreasonable estimates amount to no accounting, and those courts then required landlords to refund the entire deposit.

Legal Disclosure:

This memo and the attached form is not intended to constitute specific legal advice. The user assumes all responsibility for its use or mis-use unless a full and candid disclosure of all relevant facts is made to the Beran Law Office. We urge you to consult with us or another attorney if you do not fully understand how to use this form or for any matter that you do not fully understand. The Beran Law Office is not responsible for any loss or damage caused by use of the form and memo.

