

GARFIELD HEIGHTS MUNICIPAL COURT
REQUESTING RETURN OF SECURITY DEPOSIT

Date: _____

Landlord's name and address

Dear _____ (*Landlord*);

This letter will serve as my request for the return of my security deposit in the amount of
\$_____ (*dollar amount*).

This letter is being sent to you in accordance with RC 5321.16(B) and will serve to notify you that I
expect the return of my security deposit, plus interest, by _____ (*date*).

Your failure to return my security deposit to me, plus interest, will cause me to pursue appropriate legal
remedies, which may include double damages and reasonable attorney's fees.

Tenant

Street Address

City, State, Zip Code

Email Address

Telephone Number

[Ohio Revised Code §5321.16 Procedures for security deposits.](#)

(A) Any security deposit in excess of fifty dollars or one month's periodic rent, whichever is greater, shall bear interest on the excess at the rate of five per cent per annum if the tenant remains in possession of the premises for six months or more, and shall be computed and paid annually by the landlord to the tenant.

(B) Upon termination of the rental agreement any property or money held by the landlord as a security deposit may be applied to the payment of past due rent and to the payment of the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with section [5321.05](#) of the Revised Code or the rental agreement. Any deduction from the security deposit shall be itemized and identified by the landlord in a written notice delivered to the tenant together with the amount due, within thirty days after termination of the rental agreement and delivery of possession. The tenant shall provide the landlord in writing with a forwarding address or new address to which the written notice and amount due from the landlord may be sent. If the tenant fails to provide the landlord with the forwarding or new address as required, the tenant shall not be entitled to damages or attorneys fees under division (C) of this section.

(C) If the landlord fails to comply with division (B) of this section, the tenant may recover the property and money due him, together with damages in an amount equal to the amount wrongfully withheld, and reasonable attorneys fees.

Effective Date: 11-04-1974