

# Thanks, Now We'd Like Our Office Security Deposit Back

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**So how do you get back a full refund of your Office Security Deposit? Doing it successfully is like having a credit card that pays 2.8% Cash Back at the end of a 3-year lease or 1.7% Cash Back on a 5-year lease. That's a great credit card to have in your wallet. But you have to remember to use it and do it correctly.**

Most Office Leases have a specific section noting what a Tenant is supposed to do to vacate its space successfully in order to get a full refund of its Security Deposit. It's often in a single section but it could appear in several sections. They might have paragraph headings like Security Deposit, Vacation of Premises, Alterations, Restoration of Premises, Surrender of Possession, Possession of Premises, Expiration of Lease or a seemingly unrelated heading. Depending on what your Office Lease states, here are the steps you should take to get your Cash Back:

- #1 Communicate early, at least a month ahead, preferably two or more months, with your current Landlord about when you'll vacate the Premises.
- #2 Vacate your Premises on time per your Lease.
- #3 Make certain that the Premises is returned to the Landlord in "*good condition*," with the exception of normal wear and tear being OK.
- #4 "*Good condition*" in the Premises typically means vacuuming the floors; spackling all small holes in the drywall and sanding them relatively flat; professionally repairing any larger holes in the drywall; emptying all cabinets, shelves and countertops and wiping them clean, including the kitchen(s) and private restrooms; and cleaning all sinks, refrigerators, etc. in the kitchen(s).
- #5 No repainting or touch up paint is required, as you should assume that the Landlord will repaint the entire space for the next tenant.
- #6 Clean the inside of only exceptionally dirty windows, but not the exteriors.
- #7 Make sure that all mini-blinds and window coverings are operable.
- #8 Unless your Lease specifies it, you don't have to replace burned out or flickering light bulbs.
- #9 If the ceiling tiles are stained from water leaks, you don't need to replace those, either.
- #10 Gather up all keys and magnetic card keys/fobs from your entire staff and return them to the Landlord or Property Manager



in a clearly labeled envelope as "Keys for Suite \_\_\_\_ at XYZ Street."

- #11 After all of the above items are completed, schedule an in-person appointment with the Landlord or Property Manager, preferably the same day you vacate the Premises or the next day, for a joint walk-through inspection and get him or her to agree and sign off in writing that *"The Premises has been successfully returned to the Landlord in acceptable condition, normal wear and tear excepted."*
- #12 During the walk-through inspection, if anything is not acceptable to the Landlord or Property Manager, then find out what it is, get it noted in writing by the Landlord or Property Manager (or confirmed in writing by you), and, if reasonable, repair or rectify the items starting the next day.
- #13 Once the above items are completed, send the Landlord or Property Manager a letter ASAP as per the Notice Provision in your Lease, usually via U.S. Postal Service, certified and return receipt requested, that you have vacated the Premises, returned it to the Landlord successfully and request that the Landlord please return the specific dollar amount of your full Security Deposit. Here on the next page is a sample letter to send to the Landlord or Property Manager.



William Gary, MBA, MIM is a Principal of ITRA MacLaurin Williams. Our company is an advocate for corporate, professional, non-profit and government users by providing world class Tenant and Buyer Representation services. We are a Landlord-free Zone because we do not accept listing from Owners of commercial properties, because that causes conflicts of interests. From our main ITRA Global Office in Denver/Boulder, Colorado USA, we deliver Tenant advocacy services across North America, Europe and the Pacific Rim. For more information, please visit our Landlord-free Zone website at [www.MacLW.com](http://www.MacLW.com) or contact Will at phone +1 303-294-0277 or email at [wgary@MacLW.com](mailto:wgary@MacLW.com).



**Sample Letter to Send Landlord or Property Manager on Your Letterhead**

January 3, 20\_\_

**Via U.S. Postal Service, Certified Mail, Return Receipt Requested**

Mr. Larry Jones  
Your Prior Landlord, LLC  
101 Main Street  
Suite 100  
Denver, CO 80202

**SUBJECT: Sky High Office Tower - ABC, Inc. Requests Full Refund of Security Deposit for Expired Office Lease on Suite 100**

Dear Larry:

As you know, our company, ABC, Inc., was a Tenant ("Tenant") under the Office Lease ("Office Lease"), dated January 1, 20\_\_, for the Premises ("Premises") known as Suite 100 at your Office Building ("Building") known as Sky High Tower in Denver, CO.

ABC, Inc.'s Office Lease expired on December 31, 20\_\_\_\_, and we successfully vacated the Premises and your Building on December 31, 20\_\_\_\_.

On January 2, 20\_\_\_\_, at 11:00 AM, Jack Robertson of ABC, Inc. met with Robert Jackson, the Property Manager for Your Prior Landlord, LLC ("Landlord") and turned over the following items to him and officially returned Suite 100 to the Landlord:

- a) Fifty (50) keys to Suite 100.
- b) Four (4) mailbox keys.
- c) Fifty (50) magnetic card keys to the exterior doors of the Building.

The Tenant requests the full refund of its Security Deposit of \$25,000.00 from the Landlord, as noted in the attached two (2) pages from the Tenant's Office Lease.

Please return the Security Deposit of \$25,000.00 to our new mailing address as follows:

Ms. Barbara Wright  
ABC, Inc.  
100 Broadway  
Suite 1200  
Denver, CO 80202

Thank you very much for your most kind assistance and prompt follow up.

Cordially,

Barbara R. Wright  
Senior Vice President & Chief Financial Officer