

Keeping It Legal

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SECURITY DEPOSITS

It is PCS season, so here is a review of what to expect when you leave your rental property.

In North Carolina, when you move out, the deposit must be refunded to you within 30 days. If your landlord intends to keep any of the money, he or she must give you an explanation and accounting of why he or she kept the money.

Specifically, NC General Statutes states that upon termination of the tenancy the landlord is to provide in writing an itemized list of any damages, and mail or deliver the same to the tenant together with the balance of the security deposit. This shall be mailed or delivered no later than 30 days after termination of the tenancy and delivery of possession of the premises to the landlord. If the extent of the landlord's claim against the security deposit cannot be determined within 30 days, the landlord shall provide the tenant with an

interim accounting no later than 30 days after termination of the tenancy and delivery of possession of the premises to the landlord, and shall provide a final accounting within 60 days after termination of the tenancy and delivery of possession of the premises to the landlord.

For this reason, it is crucial upon move out that you provide a forwarding address to the landlord and follow up with any address changes.

The landlord may not withhold as damages part of the security deposit for conditions that are due to normal wear and tear nor may the landlord retain an amount from the security deposit which exceeds his actual damages.

Other permitted uses of the deposit include: (1) The tenant's possible nonpayment of rent and costs for water or sewer and electric service;

(2) Damage to the premises, including damage to or destruction of smoke alarms or carbon monoxide alarms; (3) Damages as the result of the nonfulfillment of the rental period; (4) Any unpaid bills that become a lien against the demised property due to the tenant's occupancy; (5) The costs of re-renting the premises after breach by the tenant, including any reasonable fees or commissions paid by the landlord to a licensed real estate broker to re-rent the premises; (6) The costs of removal and storage of the tenant's property after a summary ejectment proceeding; (7) Court costs; and/or (8) Any fee permitted by NC G.S. 42-46. (b).

Remember to take lots of pictures both when you move in and when you move out.

Questions can be handled at the Legal Assistance Office for your gaining command.

SCRA and Moving

The Servicemember's Civil Relief Act (SCRA) is federal law enacted to protect servicemembers and their families from being disadvantaged by their service. The SCRA provides a variety of protections including the right to terminate a lease in certain circumstances. Most commonly, this involves when the member receives PCS orders, orders to deploy for over 90 days, or leaves the service.

In order to invoke the protections of the SCRA, the servicemember must provide written notice of the intention to move, and a copy of official orders or written confirmation of orders from the chain of command. The tenant is then re-

leased from the lease 30 days after the next date that rent is due.

Many leases also contain military clauses which limit the notice and payment times to 30 days, and have additional notice requirements. Be sure to check your lease to see if it has more favorable language.

Servicemembers and their families should also be aware that the SCRA protections cover interest rates, insurance, taxes, judicial proceedings, and many contracts, including some cell phone agreements, gym membership and auto leases. Be sure to check with Legal Assistance to see if they apply to you.

WELCOME!

Your local JA Office is here to help.

To request an appointment:

1. Call 910-394-2341;
2. Send an email to: 43AMOG.JA.LegalAssistance.us.af.mil; or
3. Visit: <https://www.pope.af.mil/about-us/Legal-appointment>

We provide notaries, powers of attorneys, and attorney consultations by appointment.

For after-hours emergencies, call the Command Post (394-9000) to reach the on-call JA.

ETHICS CORNER

Going Away Gifts

DoD employees generally may not give gifts to a supervisor. There are some exceptions. For example, a subordinate may, on an occasional basis (such as a going away) give a gift—excluding cash—to a supervisor if it has a market value of \$10 or less. Also, a subordinate may bring food and refreshments into the office, if they will be shared among several employees. If the gift is from a group with one or more subordinates, then participation must be voluntary; requested contributions may not be more than \$10.00; contractor employees may not be solicited for contribution; and the market value of the gift must not exceed \$300.00. Multiple group gifts are allowable, but the members of the groups must not overlap.

This paper is for general legal education, and should not be substituted for legal advice.