

## **Video Taping and Move Out Procedures**

### **I. Need for Video**

Why do you care what your apartment looks like when you move out? Your landlord is just going to keep your deposit anyway, right? So the best thing to do is just not pay your last month's rent, and let him keep the deposit, and that way, he can't screw you, right? Wrong. You couldn't be more wrong. This is the wrongest kind of wrong.

Ah, where to begin? Firstly, if you don't pay your last month's rent, your landlord will file an eviction action against you and will likely get it. Congratulations, you now have an eviction on your credit history for the next seven years, and any good apartment complex is going to turn you down after you graduate and try to move into a cool place with your girlfriend or boyfriend.

Secondly, your landlord is not limited to your security deposit as his remedy if you leave the place trashed. He can sue you for the unpaid rent and the damages to the premises. If that amount comes to more than your security deposit (and it will), then, while the court will credit you in the amount of the deposit, your landlord will still get a judgment against you that will be on your credit report for the next 7 years.

Thirdly, if you are in college, your landlord may likely have requested your parents to cosign your lease. The landlord will then sue you and your parents for the amount that he alleges is owed to him, and when you ignore the lawsuit, the landlord will take a default judgment against the parents in the amount of \$5000.00 or more. They won't realize it until they go to sell their home or try to get a second mortgage. Then they will see lien on the deed for that amount, and trace it back to you. At that point you can have confidence that the same amount will be withheld from your inheritance or your next few Christmases.

But Ohio law gives you hope and a remedy. Ohio Revised Code Section 5321.16 says that if you give the landlord written notice of your forwarding address and if you can prove that the landlord has wrongfully withheld any portion of your security deposit, then you can sue for double damages and attorney fees. Now the battlefield is even, if you do what this kit instructs.

### **A. Your Word Against the Landlord's**

When you leave your apartment, you leave behind a very sizeable asset, a security deposit, which is usually in the amount of one month's rent. The question then becomes whether you want to fight this out in court in a lawsuit wherein the landlord brings in 15 of his maintenance guys to swear that the place was waste high in garbage, that the refrigerator was tipped over in the kitchen and that there was a dead cat in the sink. You and your roommates will get on the stand (if any of them show up) and swear that you cleaned the place up pretty well, and left it better than you got it. So do you want to gamble on whom the court will believe?

## **B. Video Taping is Simple**

These days, everyone either owns a video camera or knows a parent, relative, or friend who does. So borrow it, get a tape into it, and document the condition of the premises before you move out.

### **1. Taping Procedure**

#### **a. Time Stamping**

First things first. You will want to time stamp the tape in some way so that the court has some indication of when it was taken. I know that a lot of the modern video cameras have the time and date in the corner, but your landlord may argue that these can be set like a watch, and that really, the tape you made was from the time you moved in, rather than the time you moved out.

So why not buy a copy of that day's newspaper? As you start the tape, focus the camera on the headline date of the newspaper. Don't have any point where you turn the camera off and back on again. Do the whole thing in one shot. When you are finished taping, show the camera the headline date of the newspaper again. At least the court now knows that you could not have made the tape before that day.

You will want to do the video taping as close to the last day of the lease and the return of possession to the landlord as possible. This way he can't argue that you cleaned it on August 1, 2002, then had a move out party on August 30, 2002 and trashed the place.

It might not be a bad idea to take a video when you move into you new place, so if it is a mess or there is pre-existing damage, then your landlord will be out of luck. But for now, let's just concentrate upon what to do when you move out.

**b. No Talking While Taping**

Remember two things. 1) Most video cameras have good microphones and 2) the judge is not interested in hearing your comments while you make the tape. Let the images on the tape speak for themselves. In fact, anything that you say on the tape can be objected to as hearsay (since it is an out of court unsworn statement), and you risk the tape's admissibility.

If you feel the need to say something, remember that while you are playing the tape in the court, you can point out certain things about it (such as pre-existing damages or which room you are in since this can sometime be confusing). Above all, remember that this is going to be shown in a court of law, so lay off the jokes and "funny" antics.

**c. Be Thorough and Systematic**