

(4) If the landlord, without a reasonable basis, fails to return any part of the security deposit, plus accrued interest, within 45 days after the termination of the tenancy, the tenant has an action of up to threefold of the withheld amount, plus reasonable attorney's fees.

[(g)](F) (1) (I) The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease or for damage BY THE TENANT OR THE TENANT'S FAMILY, AGENTS, EMPLOYEES, GUESTS OR INVITEES IN EXCESS OF ORDINARY WEAR AND TEAR to the leased premises [by the tenant, his family, agents, employees, or social guests in excess of ordinary wear and tear], COMMON AREAS, MAJOR APPLIANCES, AND FURNISHINGS OWNED BY THE LANDLORD.

(II) The tenant has the right to be present when the landlord or [his] THE LANDLORD'S agent inspects the premises in order to determine if any damage was done to the premises, if the tenant notifies the landlord by ~~[certified]~~ FIRST CLASS mail of [his] THE TENANT'S intention to move, the date of moving, and [his] THE TENANT'S new address.

(III) The notice to be furnished by the tenant to the landlord shall be mailed at least 15 days prior to the date of moving.

(IV) Upon receipt of the notice, the landlord shall notify the tenant by ~~[certified]~~ FIRST CLASS mail of the time and date when the premises are to be inspected.

(V) The date of inspection shall occur within five days before or five days after the date of moving as designated in the tenant's notice.

(VI) The tenant shall be advised of [his] THE TENANT'S rights under this subsection in writing at the time of [his] THE TENANT'S payment of the security deposit.

(VII) Failure by the landlord to comply with this requirement forfeits the right of the landlord to withhold any part of the security deposit for damages.

(2) The security deposit is not liquidated damages and may not be forfeited to the landlord for breach of the rental agreement, except in the amount that the landlord is actually damaged by the breach.

(3) In calculating damages for lost future rents any amount of rents received by the landlord for the premises during the remainder if any, of the tenant's term, shall reduce the damages by a like amount.

[(h)](G) (1) If any portion of the security deposit is withheld, the landlord shall present by first-class mail directed to the last known address of the tenant, within [30] 45 days after the termination of the tenancy, a written list of the damages claimed under subsection [(g)](1) (F)(1) OF THIS SECTION together with a statement of the cost actually incurred.

(2) If the landlord fails to comply with this requirement, [he] THE LANDLORD forfeits the right to withhold any part of the security deposit for damages.