

TIPS FOR GETTING YOUR SECURITY DEPOSIT BACK

If you give the required notice before moving, move out on or before the agreed date, remove all of your belongings and leave the unit in good condition, minus “normal wear and tear”, your landlord must return your full security deposit within 21 days or provide an itemized statement, proof of any deductions and return the balance. The following tips will help to ensure that you get your full security deposit back.

- **When you move in** make sure the amount of the security deposit demanded is proper. The landlord cannot demand more than 2 months’ rent if the unit is unfurnished or 3 months if it is furnished. Take pictures of the unit before moving in. Complete, and keep a copy of a checklist signed by you and the landlord which notes all appliances and furnishings included and any damage to them or the unit.
- **During your tenancy** keep the unit in good and clean condition, minus normal wear and tear. Use all appliances and fixtures properly. Promptly report all problems with the unit to your landlord and cooperate with all reasonable repair work. You are entitled to at least 24 hours written notice before anyone enters your unit to inspect, get bids or make repairs.
- **If required, give written notice before you move.** If you have a lease for a fixed term, like 6-months or 1-year, then neither you nor your landlord need to give a termination notice. Otherwise, you must give at least 30 days written notice before you move out unless your landlord agrees, in writing, to less. You are responsible for rent until you vacate, unless there are serious health and safety defects which you did not cause, told the landlord about and (s)he failed to repair. If you don’t pay the rent through your move out date, your landlord can deduct unpaid rent from your deposit.
- **After notice of termination of your tenancy** or before the end of your lease term, your landlord must notify you in writing that you can ask for an “initial inspection” of the unit before moving out, and that you have the right to be present at this inspection. Civil Code §1950.5(f)(1). The purpose of the inspection is to identify any concerns and allow you the opportunity to remedy any defects to avoid security deposit deductions. If you request an inspection, it must be held no more than 2 weeks before you move and after at least 48 hours written notice from the landlord, of the date and time, unless you agree to shorter notice.
- **No more than two weeks before move out,** conduct the inspection with your landlord. (S)he must provide you with an itemized list of all repairs and cleaning which could be the basis for deductions from your security deposit. Compare this list with your move-in checklist and make all other repairs.
- **On the day you move out,** take pictures, after removing all your belongings and cleaning. If possible, do a final inspection of the rental unit with your landlord, and if (s)he is willing, have them sign your checklist or a statement that the place is clean and in good condition. Return the keys and give the landlord written notice of your new address. If the landlord is not available, you may agree to leave the keys in the unit and lock it as you leave, or mail them to him/her by certified mail, return receipt requested, with a note stating the date you moved out. Be sure to put in a request to forward your mail with the local post office.
- **Within 21 days after you move out,** the landlord must return the full amount of your deposit or provide an itemized statement detailing the basis for each deduction. When the deduction is more than \$125, (s)he must also provide copies of all receipts (or estimates) for the repair and cleaning work done (or proposed), the hourly rate and time spent, and the name, address and telephone of the person or entity who did the work, if other than the landlord or his/her employee. The landlord must return the balance of the deposit.

IF YOUR SECURITY DEPOSIT IS NOT RETURNED

1. Contact the landlord (or manager):

If you do not receive your deposit or an accounting within 21 days after you move out, write a letter asking for the return of your entire deposit. See sample letter. Keep a copy of the letter for your records. You may send a copy of the letter by certified mail, return receipt requested.

If you disagree with one or more of the claimed deductions, or if your landlord failed to include the required documents (bills, invoices or receipts), then write to your landlord within 14 days of receipt of the itemized statement. See sample letter. Keep a copy of the letter for your records.

When the property is sold your landlord must return your security deposit to you or give you written notice that the deposit has been transferred to the new owner. The notice must include the new owner's name, address and telephone number, and itemize and document all deductions. Section 1950.5(h). If this is not done, both the old and new owners are liable to you for your deposit. Section 1950.5(j).

2. Go to Small Claims Court.

If, after writing to your landlord, (s)he refuses to refund your deposit, or withholds an amount you feel is unreasonable, you may sue the landlord in Small Claims Court. There is no filing fee, if you qualify for a fee waiver. If the landlord has kept your security deposit in bad faith, then in addition to claiming your deposit, or the balance, you can sue for up to two times the amount of your original security deposit, plus actual damages. §1950.5(l). In court, the landlord has to prove that the amount of the security deposit he or she kept was reasonable under the circumstances. §1950.5(l). For more information go to <http://www.courts.ca.gov/selfhelp-housing.htm>. To get started go to the San Diego Superior Court's website, call or visit.

Location	Business Office Phone Number / Hours	<u>Small Claims Advisor</u> Phone Number / Hours
<u>Central</u> 330 W. Broadway, Room 241 San Diego, CA 92101	8:30 a.m. - 3:30 p.m., M-Th 8:30 a.m. - 12:00 p.m., F (858) 634-1919, 8:30-11:30 a.m., M-F	(858) 634-1777 (press "1" for English or "2" for Spanish) 8:30 a.m. - 12:30 p.m. 1:30 p.m. - 4:30 p.m. M-Th
<u>North County</u> 325 South Melrose Vista, CA 92081	8:30 a.m. - 3:30 p.m., M-Th 8:30 a.m. - 12:00 p.m., F (760) 201-8600, ext. 1510 8:30-11:30 a.m., M-F	

[Your name]
[Your current Street Address]
[Your City, CA Your Zip Code]

[Insert Date]

[Landlord's Name]
[Landlord's Street Address]
[Landlord's City, State, Zip Code]

Re: Return of Security Deposit for [insert your former address]

Dear [Mr./Ms. Landlord's Last Name]:

I am writing to ask that you return my full security deposit. I moved out of the above unit and returned my keys on [insert move out date]. Under State law, you are required to refund my full security deposit or provide an itemized statement and receipts for all deductions and refund the balance within 21 days. *California Civil Code section 1950.5, subdivision (g)*. As of today, I have not received either my security deposit or an accounting.

If you do not return my full security deposit within ten (10) days from the date of this letter, I will be forced to file a small claims action to recover the entire amount of my deposit. If you have withheld my deposit in bad faith, I may seek additional statutory damages up to two (2) times the amount of my deposit in addition to actual damages. *California Civil Code Section 1950.5, subdivision (l)*.

Sincerely,

[Your Signature]

[Your Name]

[Your name]
[Your current Street Address]
[Your City, CA Your Zip Code]

[Insert Date]

[Landlord's Name]
[Landlord's Street Address]
[Landlord's City, State, Zip Code]

Re: Deductions from Security Deposit for [insert your former address]

Dear [Mr./Ms. Landlord's Last Name]:

I am writing to ask that you return the balance of my security deposit. I moved out of the above unit and returned my keys on [insert move out date]. Under State law, you are required to refund my full security deposit or provide an itemized statement and receipts for all deductions and refund the balance within 21 days. *California Civil Code section 1950.5, subdivision (g)*. Although you refunded \$_____, you failed to provide the required itemized statement and receipts or made improper deductions for damages which were there when I moved in or represent normal wear and tear.

No itemized statement or receipts were provided for the following deductions:

1. [Identify the amount and description of each contested deduction];
- 2.

The following damages existed when I moved in:

3. [Identify the amount and description of each contested deduction];
- 4.

The following damages represent normal wear and tear either during my tenancy or cumulatively during my and previous tenancies:

5. [Identify the amount and description of each contested deduction];
- 6.

If you do not return \$_____, representing the balance of my security deposit within ten (10) days from the date of this letter, I will be forced to file a small claims action to recover this amount. If you have withheld the balance of my deposit in bad faith, I may seek additional statutory damages up to two (2) times the amount withheld. *California Civil Code Section 1950.5, subdivision (l)*.

Sincerely,

[Your Signature]
[Your Name]