



Refunds Of Security Deposits



Common problems and how to avoid them

The most common disagreement between landlords and tenants is over the refund of the tenant's security deposit after the tenant has moved out of the rental unit. California law therefore specifies procedures that the landlord must follow for refunding, using, and accounting for tenants' security deposits.

California law specifically allows the landlord to use a tenant's security deposit for four purposes:

For unpaid rent;

For cleaning the rental unit when the tenant moves out, but only to make the unit as clean as it was when the tenant first moved in;²¹⁴

For repair of damages, other than normal wear and tear, caused by the tenant or the tenant's guests; and

If the lease or rental agreement allows it, for the cost of restoring or replacing furniture, furnishings, or other items of personal property (including keys), other than because of normal wear and tear.²¹⁵

A landlord can withhold from the security deposit *only* those amounts that are reasonably necessary for these purposes. The security deposit *cannot* be used for repairing defects that existed in the unit before you moved in, for conditions caused by normal wear and tear during your tenancy or previous tenancies, or for cleaning a rental unit that is as clean as it was when you moved in.²¹⁶ A rental agreement or lease can *never* state that a security deposit is "nonrefundable."²¹⁷

Under California law, 21 calendar days or less after you move, your landlord must either:

Send you a full refund of your security deposit, or

Mail or personally deliver to you an itemized statement that lists the amounts of any deductions from your security deposit and the reasons for the deductions, together with a refund of any amounts not deducted.²¹⁸

The landlord also must send you copies of receipts for the charges that the landlord incurred to repair or clean the rental unit and that the landlord deducted from your security deposit. The landlord must include the receipts with the itemized statement.²¹⁹ The landlord must follow these rules:

If the landlord or the landlord's employees did the work - The itemized statement must describe the work performed, including the time spent and the hourly rate charged. The hourly rate must be reasonable.

If another person or business did the work - The landlord must provide you copies of the person's or business' invoice or receipt. The landlord must provide the person's or business' name, address, and telephone number on the invoice or receipt, or in the itemized statement.

If the landlord deducted for materials or supplies - The landlord must provide you a copy of the invoice or receipt. If the item used to repair or clean the unit is something that the landlord purchases regularly or in bulk, the landlord must reasonably document the item's cost (for example, by an invoice, a receipt or a vendor's price list)²²⁰

If the landlord made a good faith estimate of charges - The landlord is allowed to make a good faith estimate of charges and include the estimate in the itemized statement in two situations: (1) the repair is being done by the landlord or an employee and cannot reasonably be completed within the 21 days, or (2) services or materials are being supplied by another person or business and the landlord does not have the invoice or receipt within the 21 days. In either situation, the landlord may deduct the estimated amount from your security deposit. In situation (2), the landlord must include the name, address and telephone number of the person or business that is supplying the services or materials.

Within 14 calendar days after completing the repairs or receiving the invoice or receipt, the landlord must mail or deliver to you a correct itemized statement, the invoices and receipts described above, and any refund to which you are entitled.²²¹

The landlord must send the itemized statement, copies of invoices or receipts, and any good faith estimate to you at the address that you provide. If you do not provide an address, the landlord must send these documents to the address of the rental unit that you moved from.²²²

The landlord is not required to send you copies of invoices or receipts, or a good faith estimate, if the repairs or cleaning cost less than \$126 or if you waive your right to receive them.²²³ If you wish to waive the right to receive these documents, you may do so by signing a waiver when the landlord gives you a 30-day or 60-day notice to end the tenancy (see [Landlord's notice to end a periodic tenancy](#)), when you give the landlord a 30-day notice to end the tenancy (see [Terminations and Evictions](#)), when the landlord serves you with a three-day notice to end the tenancy (see [Three-day notice](#)) or after any of these notices. If you have a lease, you may waive this right no earlier than 60 days before the lease ends. The waiver form given to you by the landlord must include the text of the security deposit law that describes your right to receive receipts.²⁴⁶

What if the repairs cost less than \$126 or you waived your right to receive copies of invoices, receipts and any good faith estimate? The landlord still must send you an itemized statement 21 calendar days or less after you move, along with a refund of any amounts not deducted from your security deposit. When you receive the itemized statement, you may decide that you want copies of the landlord's invoices, receipts and any good faith estimate. You may request copies of these documents from the landlord within 14 calendar days after you receive the itemized statement. It's best to make this request both orally and in writing. Keep a copy of your letter or e-mail. The landlord must send you copies of invoices, receipts and any good faith estimate within 14 calendar days after he or she receives your request.²⁴⁷

What should you do if you believe that your landlord has made an improper deduction from your security deposit, or if the landlord keeps all of the deposit without good reason?

Tell the landlord or the landlord's agent why you believe that the deductions from your security deposit are improper. *Immediately* ask the landlord or agent for a refund of the amount that you believe you're entitled to get back. You can make this request by phone or e-mail, but you should follow it up with a letter. The letter should state the reasons that you believe the deductions are improper, and the amount that you feel should be returned to you. Keep a copy of your letter. It's a good idea to send the letter to the landlord or agent by certified mail and to request a return receipt to prove that the landlord or agent received the letter. Or, you can deliver the letter personally and ask the landlord or agent to acknowledge receipt by signing and dating your copy of the letter.

If the landlord or agent still doesn't send you the refund that you think you're entitled to receive, try to work out a reasonable compromise that is acceptable to

both of you. You also can suggest that the dispute be mediated by a neutral third person or agency ([Getting Help From a Third Party](#).) You can contact one of the agencies listed in [Appendix 3](#) for assistance. If none of this works, you may want to take legal action (see [below](#)).

What if the landlord doesn't provide a full refund, or a statement of deductions and a refund of amounts not deducted, by the end of the 21-day period as required by law? According to a California Supreme Court decision, the landlord loses the right to keep any of the security deposit and must return the entire deposit to you.²⁴⁸ Even so, it may be difficult for you to get your entire deposit back from the landlord.²⁴⁹ You should contact one of the agencies listed in [Getting Help From a Third Party](#) for advice.

Practically speaking, you have two options if the landlord doesn't honor the 21-day rule. The first step for both is to call and write the landlord to request a refund of your entire security deposit. You can also suggest that the dispute be mediated. If the landlord presents good reasons for keeping some or all of your deposit for a purpose listed [above](#), it's probably wise to enter into a reasonable compromise with the landlord. This is because the other option is difficult and the outcome may be uncertain.

The other option is to sue the landlord in small claims court for return of your security deposit. However, the landlord then can file a counterclaim against you. In the counterclaim, the landlord can assert a right to make deductions from the deposit, for example, for unpaid rent or for damage to the rental that the landlord alleges that you caused. Each party then will have to argue in court why he or she is entitled to the deposit.²⁵⁰

Initial Inspection Before Tenant Moves Out

A tenant can ask the landlord to inspect the rental unit before the tenancy ends. During this "[Initial Inspection](#)," the landlord or the landlord's agent identifies defects or conditions that justify deductions from the tenant's security deposit. This gives the tenant the opportunity to do the identified cleaning or repairs in order to avoid deductions from the security deposit. The tenant has the right to be present during the inspection.

The landlord must perform an initial inspection as described in this sidebar if the tenant requests it, but *cannot* make an initial inspection *unless* the tenant requests it. However, the landlord is not required to perform an initial inspection if the landlord has served the tenant with a three-day notice (an eviction notice) for one of the reasons specified in [footnote 224](#).

Landlord's notice

The landlord must give the tenant written notice of the tenant's right to request an initial inspection of the rental and to be present during the inspection. The landlord must give this notice to the tenant a "reasonable time" after either the landlord or the tenant has given the other written notice of intent to terminate (end) the tenancy (see [Moving Out](#)). If the tenant has a lease, the landlord must give the tenant this notice a "reasonable time" before the lease ends. If the tenant does not request an initial inspection, the landlord does not have any other duties with respect to the initial inspection.²²⁵

Scheduling the inspection

When the tenant requests an initial inspection, the landlord and the tenant must try to agree on a mutually convenient date and time for the inspection. The inspection cannot be scheduled earlier than two weeks before the end of the tenancy or lease term. In any event, the inspection should be scheduled to allow the tenant ample time to perform repairs or do cleaning identified during the initial inspection.²²⁶ The landlord must give the tenant at least 48 hours' advance written notice of the date and time of the inspection whether or not the parties have agreed to a date and time for the inspection. The landlord is not required to give the 48-hour notice to the tenant if:

- the parties have not agreed on a date and time, *and* the tenant no longer wants the inspection; or
- the landlord and tenant have agreed in writing to [waive](#) (give up) the 48-hour notice requirement.

Itemized statement

The landlord or the landlord's agent may perform the inspection if the tenant is not present, unless the tenant has previously withdrawn the request for inspection.²²⁷

Based on the inspection, the landlord or agent must prepare an itemized statement of repairs or cleaning that the landlord or agent believes the tenant should perform in order to avoid deductions from the tenant's security deposit. The landlord or agent must give the statement to the tenant if the tenant is present for the inspection, or leave it inside the unit if the tenant is not present.²²⁸ The landlord or agent also must give the tenant a copy of the sections of California's security deposit statute that list lawful uses of tenants' security deposits.²²⁹

The security deposit statute has the effect of limiting the kinds of repairs or cleaning that the landlord or agent may properly include in the itemized statement. Because of this statute, the landlord cannot, for example, use the tenant's security deposit to repair damages or correct defects in the rental that existed when the tenant moved in or that are the result of ordinary wear and tear.²³⁰ Since the landlord cannot use the tenant's deposit to correct these kinds of defects, the landlord or agent cannot list them in the itemized statement.

Before the tenancy ends, the tenant may make the repairs or do the cleaning described in the itemized statement, as allowed by the rental agreement, in order to avoid deductions from the deposit.²³¹ However, the tenant cannot be required to repair defects or do cleaning if the tenant's security deposit could not be used properly to pay for that repair or cleaning.

Final inspection

The landlord may perform a final inspection after the tenant has moved out of the rental. The landlord may make a deduction from the tenant's security deposit to repair a defect or correct a condition:

- That was identified in the inspection statement and that the tenant did not repair or correct; or
- That occurred after the initial inspection; or
- That was not identified during the initial inspection due to the presence of the tenant's possessions.²³²

Any deduction must be reasonable in amount, and must be for a purpose permitted by the security deposit statute.²³³ Twenty-one calendar days (or less) after the tenancy ends, the landlord must refund any portion of the security deposit that remains after the landlord has made any lawful deductions (see [Basic Rules Governing Security Deposits and Refunds of Security Deposits](#)).²³⁴

Example

Suppose that you have a month-to-month tenancy, and that you properly give your landlord 30 days' advance written notice that you will end the tenancy. A few days after the landlord receives your notice, the landlord gives you written notice that you may request an initial inspection and be present during the inspection. A few days after that, the landlord telephones you, and you both agree that the landlord will perform the initial inspection at noon on the 14th day before the end of the tenancy. Forty-eight hours before the date and time that you have agreed upon, the landlord gives you a written notice confirming the date and time of the inspection.

The landlord performs the initial inspection at the agreed time and date, and you are present during the inspection. Suppose that you have already moved some of your possessions, but that your sofa remains against the living room wall. When the landlord completes the inspection, the landlord gives you an itemized statement that lists the following items, and also gives you a copy of the required sections of the security deposit statute. The itemized statement lists the following:

- Repair cigarette burns on window sill.
- Repair worn carpet in front of couch.
- Repair door jamb chewed by your dog.
- Wash the windows.
- Clean soap scum in bathtub.

Suppose that you scrub the bathtub until it sparkles, but don't do any of the repairs or wash the windows. After you move out, the landlord performs the final inspection. Twenty-one days after the tenancy ends, the landlord sends you an itemized statement of deductions, along with a refund of the rest of your security deposit. Suppose that the itemized statement lists deductions from your security deposit for the costs of repairing the window sill, the carpet and the door jamb, and for washing the windows. Has the landlord acted properly?

Whether the landlord has acted properly depends on other facts. Suppose that the cigarette burns were caused by a previous tenant and that the carpet in the room with the couch was 10 years old. According to the security deposit statute, the cigarette burns are defective conditions from another tenancy, and the worn carpet is normal wear and tear, even if some of it occurred while you were a tenant. The statute does not allow the landlord to deduct from your security deposit to make these repairs.²³⁵ However, the landlord can deduct a reasonable amount to repair the door jamb chewed by your dog. This is because this damage occurred during your tenancy and is more than normal wear and tear.²³⁶

Suppose that the windows were dirty when you moved in, and that they were just as dirty when you moved out. According to the security deposit statute, the windows are in "the same state of cleanliness" as at the beginning of your tenancy. The statute does not allow the landlord to deduct from your security deposit to do this cleaning.²³⁷

Now suppose that while you were moving out, you broke the glass in the dining room light fixture and found damage to the wall behind the sofa that you caused when you moved in. Neither defect was listed in the landlord's itemized statement. Suppose that your landlord nonetheless makes deductions from your security deposit to repair these defects. Has the landlord acted properly in this instance?

The landlord has acted properly, as long as the amounts deducted are reasonably necessary for the repairs made.²³⁸ Both of these defects are more than normal wear and tear, and the landlord is allowed to make deductions for defects that occur after the initial inspection, as well as for defects that could not be discovered because of the presence of the tenant's belongings.²³⁹

SUGGESTED APPROACHES TO SECURITY DEPOSIT DEDUCTIONS

California's security deposit statute specifically allows the landlord to use a tenant's security deposit for the four purposes stated [above](#). The statute limits the landlord's deduction from the security deposit to an amount that is "reasonably necessary" for the listed purposes.²⁴⁰

Unfortunately, the statute's terms "reasonably necessary" and "normal wear and tear" are vague and mean different things to different people. The following suggestions are offered as practical guides for dealing with security deposit issues. While these suggestions are consistent with the law, they are not necessarily the law in this area.

1. Costs of cleaning

A landlord may properly deduct from the departing tenant's security deposit to make the rental unit as clean as it was when the tenant moved in.²⁴¹

A landlord cannot routinely charge each tenant for cleaning carpets, drapes, walls, or windows in order to prepare the rental unit for the next tenancy. Instead, the landlord must look at how well the departing tenant cleaned the rental unit, and may charge cleaning costs only if the departing tenant left the rental unit (or a portion of it) less clean than when he or she moved in. Reasonable cleaning costs would include the cost of such things as eliminating flea infestations left by the tenant's animals, cleaning the oven, removing decals from walls, removing mildew in bathrooms, defrosting the refrigerator, or washing the kitchen floor. But the landlord could not charge for cleaning any of these conditions if they existed at the time that the departing tenant moved in. In addition, the landlord could not charge for the cumulative effects of wear and tear. Suppose, for example, that the tenant had washed the kitchen floor but that it remained dingy because of wax built up over the years. The landlord could not charge the tenant for stripping the built-up wax from the kitchen floor.

The landlord is allowed to deduct from the tenant's security deposit only the *reasonable* cost of cleaning the rental unit.²⁴²

2. Carpets and drapes - "useful life" rule

Normal wear and tear to carpets, drapes and other furnishings cannot be charged against a tenant's security deposit.²⁴³ Normal wear and tear includes simple wearing down of carpet and drapes because of normal use or aging, and includes moderate dirt or spotting. In contrast, large rips or indelible stains justify a deduction from the tenant's security deposit for repairing the carpet or drapes, or replacing them if that is reasonably necessary.

One common method of calculating the deduction for replacement prorates the total cost of replacement so that the tenant pays only for the remaining useful life of the item that the tenant has damaged or destroyed. For example, suppose a tenant has damaged beyond repair an eight-year-old carpet that had a life expectancy of ten years, and that a replacement carpet of similar quality would cost \$1,000. The landlord could properly charge only \$200 for the two years' worth of life (use) that would have remained if the tenant had not damaged the carpet.

3. Repainting walls

One approach for determining the amount that the landlord can deduct from the tenant's security deposit for repainting, when repainting is necessary, is based on the length of the tenant's stay in the rental unit. This approach assumes that interior paint has a two-year life. (Some landlords assume that interior paint has a life of three years or more.)

| Length of stay | Deduction |
|--------------------|--------------------|
| Less than 6 months | full cost |
| 6 months to 1 year | two-thirds of cost |
| 1 year to 2 years | one-third of cost |
| 2 or more years | no deduction |

Using this approach, if the tenant lived in the rental unit for two years or more, the tenant could not be charged for any repainting costs, no matter how dirty the walls were.²⁴⁴

4. Other damage to walls

Generally, minor marks or nicks in walls are the landlord's responsibility as normal wear and tear (for example, worn paint caused by a sofa against the wall). Therefore, the tenant should not be charged for such marks or nicks. However, a large number of holes in the walls or ceiling that require filling with plaster, or that otherwise require patching and repainting, could justify withholding the cost of repainting from the tenant's security deposit. In this situation, deducting for painting would be more likely to be proper if the rental unit had been painted recently, and less likely to be proper if the rental unit needed repainting anyway. Generally, large marks or paint gouges are the tenant's responsibility.²⁴⁵

5. Common sense and good faith

Remember: *These suggestions are not hard and fast rules. Rather, they are offered to help tenants and landlords avoid, understand, and resolve security deposit disputes.*

Security deposit disputes often can be resolved, or avoided in the first place, if the parties exercise common sense and good judgment, and deal with each other fairly and in good faith (see [Landlord's and tenant's duty of good faith and fair dealing](#)). For example, a landlord should not deduct from the tenant's security deposit for normal wear and tear, and a tenant should not try to avoid responsibility for damages that the tenant has caused.

The requirement that the landlord send the tenant copies of invoices and receipts with the itemized statement of deductions (see [above](#)) may help avoid potential security deposit disputes. Before sending these items to the tenant, the landlord has the opportunity to double check them to be sure that the amounts deducted are reasonable, accurate and reasonably necessary for a purpose specified by the security deposit statute. Before challenging the deductions, the tenant has the opportunity to review and carefully evaluate the documentation provided by the landlord. Straightforward conduct by both parties at this stage may avoid or minimize a dispute over deductions from the tenant's security deposit.

Especially in disputes about security deposits, overreaching by one party only invites the other party to take a hard line. Disputes that reach this level often become unresolvable by the parties and wind up in court.

Refund of security deposits after sale of building

When a building is sold, the selling landlord must do one of two things with the tenants' security deposits. The selling landlord must either transfer the security deposits to the new landlord, or return the security deposits to the tenants following the sale.²⁵¹

Before transferring the security deposits to the new landlord, the selling landlord may deduct money from the security deposits. Deductions can be made for the same reasons that deductions are made when a tenant moves out (for example, to cover unpaid rent). If the selling landlord makes deductions from the security deposits, he or she must transfer the balance of the security deposits to the new landlord.²⁵²

The selling landlord must notify the tenants of the transfer in writing. The selling landlord must also notify each tenant of any amounts deducted from the security deposit and the amount of the deposit transferred to the new landlord. The written notice must also include the name, address, and telephone number of the new landlord. The selling landlord must send this notice to each tenant by first-class mail, or personally deliver it to each tenant.²⁵³

The new landlord becomes legally responsible for the security deposits when the selling landlord transfers the deposits to the new landlord.²⁵⁴

If the selling landlord returns the security deposits to the tenants, the selling landlord may first make lawful deductions from the deposits (see [Basic Rules Governing Security Deposits](#), and [above](#)). The selling landlord must send each tenant an itemized statement that lists the amounts of and reasons for any deductions from the tenant's security deposit, along with a refund of any amounts not deducted (see [above](#)).²⁵⁵

If the selling landlord fails to either return the tenants' security deposits to the tenants or transfer them to the new owner, *both* the new landlord and the selling landlord are legally responsible to the tenants for the security deposits.²⁵⁶ If the selling landlord and the security deposits can't be found, the new landlord must refund all security deposits (after any proper deductions) as tenants move out.²⁵⁷

The new landlord can't charge a new security deposit to current tenants simply to make up for security deposits that the new landlord failed to obtain from the selling landlord. But if the security deposits have been returned to the tenants, or if the new landlord has properly accounted to the tenants for proper deductions taken from the security deposits, the new landlord may legally collect new security deposits.²⁵⁸

If the selling landlord has returned a greater amount to a tenant than the amount of the tenant's security deposit, the new landlord may recover this excess amount from the tenant.²⁵⁹

Can the new landlord increase the amount of your security deposit? This depends, in part, on the type of tenancy that you have. If you have a lease, the new landlord can't increase your security deposit unless this is specifically allowed by the lease. For periodic tenants (those renting month-to-month, for example) the new landlord can increase security deposits only after giving proper advance written notice. In either situation, the total amount of the security deposit after the increase cannot be more than the legal limit (see [Rules Governing Security Deposits](#)). The landlord normally cannot require that you pay the security deposit increase in cash. (See "[Living in the Rental Unit, Check or Cash](#)".)

All of this means that it's important to keep copies of your rental agreement and the receipt for your security deposit. You may need those records to prove that you paid a security deposit, to verify the amount, and to determine whether the landlord had a right to make a deduction from the deposit.²⁶⁰

Legal actions for obtaining refunds of security deposits

Suppose that your landlord does not return your security deposit as required by law, or makes improper deductions from it. If you cannot successfully work out the problem with your landlord, you can file a lawsuit in small claims court for the amount of the security deposit plus court costs, and possibly also a penalty and interest, up to a maximum of \$10,000 (If your claim is for a little more than \$10,000²⁶¹, you can **waive** (give up) the extra amount and still use the small claims court.) For amounts greater than \$10,000, you must file in superior court, and you ordinarily will need a lawyer in order to effectively pursue your case. In such a lawsuit, the landlord has the burden of proving that his or her deductions from your security deposit were reasonable.²⁶²

If you prove to the court that the landlord acted in "bad faith" in refusing to return your security deposit, the court can order the landlord to pay you the amount of the improperly withheld deposit, plus up to twice the amount of the security deposit as a "bad faith" penalty. The court can award a bad faith penalty in addition to actual damages whenever the facts of the case warrant—even if the tenant has not requested the penalty.²⁶³ These additional amounts can also be recovered if a landlord who has purchased your building makes a "bad faith" demand for replacement of security deposits. The landlord has the burden of proving the authority upon which the demand for the security deposits was based.²⁶⁴

Whether you can collect attorney's fees if you win such a suit depends on whether the lease or rental agreement contains an attorney's fee clause.²⁶⁵ If the lease or rental agreement contains an attorney's fee clause, you can claim attorney's fees as part of the judgment, even if the clause states that only the landlord can collect attorney's fees.²⁶⁶ However, you can only collect attorney's fees if you were represented by an attorney.²⁶⁷

TENANT'S DEATH

Suppose that a tenant who has a tenancy for a specified term (for example, a one-year lease) dies. The tenancy continues until the end of the lease term, despite

the tenant's death. Responsibility for the rest of the lease term passes to the tenant's executor or administrator.²⁶⁸

Now suppose instead that the tenant had a month-to-month tenancy. In this case, the tenancy is terminated (ended) by notice of the tenant's death.²⁶⁹ The tenancy ends on the 30th day following the tenant's last payment of rent before the tenant's death. No 30-day or 60-day notice is required to terminate the tenancy.²⁷⁰

MOVING AT THE END OF A LEASE

A lease expires automatically at the end of the lease term.²⁷¹ The tenant is expected either to renew the lease before it expires (with the landlord's agreement) or to move out. A lease usually doesn't require a tenant to give the landlord any advance written notice when the lease is about to expire. However, the tenant should read the lease to see if it has any provisions covering what happens at the end of the lease.

Before you move, you may want to give the landlord a courtesy notice stating that you do not want to renew your lease.

If you continue living in the rental after the lease expires, and if the landlord accepts rent from you, your tenancy will be a periodic tenancy from that point on. The length of time between your rent payments will determine the type of the tenancy (for example, monthly rent results in a month-to-month tenancy). Except for the length of the agreement, all other provisions of the lease will remain in effect.²⁷² Sometimes, a landlord will give a tenant a 30-day notice before the lease ends to be certain that the tenancy does not continue after the lease expires.²⁷³

If you don't move in time, and if the landlord refuses to accept rent after the lease expires, the landlord can file an **eviction** lawsuit immediately without giving you any notice (see [The Eviction Process](#)). (This may not be true if you live in a rent control jurisdiction.)²⁷⁴

Important: If you want to *renew* your lease, you should begin negotiating with your landlord in plenty of time before the lease expires. Both your landlord and you will have to agree to the terms of the new lease. This process may take some time if one of you wants to negotiate different terms in the new lease.

Special Rules for Tenants in the Military: A servicemember may terminate (end) a lease any time after entering the military or after the date of the member's military orders. This right applies to a tenant who joins the military after signing a lease, and to a servicemember who signs a lease and then receives orders for a change of permanent station or deployment for at least 90 days.

The servicemember must give the landlord or the landlord's agent written notice of termination and a copy of the orders. The servicemember may personally deliver the notice to the landlord or agent, send the notice by private delivery service (such as FedEx or UPS), or send it by certified mail with return receipt requested. Proper termination relieves a servicemember's dependent, such as a spouse or child, of any obligation under the lease.

When rent is paid monthly, termination takes effect 30 days after the next rent due date that follows delivery of the notice. Rent must be paid on a prorated basis up to the date that the termination takes effect. If rent or lease amounts have been paid in advance for the period following the effective date of termination, the landlord must refund these amounts within 30 days after the effective date.²⁷⁵

Example: The servicemember pays \$600 rent on the tenth of each month under the terms of his lease. The servicemember pays the rent on June 10, and then personally gives the landlord proper notice of termination on June 15. The date that termination takes effect is August 9 (30 days after the July 10 rent due date). The servicemember must pay \$600 rent on July 10 for the period from July 10 through August 9. By September 8, the landlord must return any rent paid in advance for the period after the effective date of termination. The landlord also must return any "lease amounts paid in advance" (such as the unused portion of the servicemember's security deposit) by September 8.

THE INVENTORY CHECKLIST

You and the landlord or the landlord's agent can use the [inventory checklist](#) if you request an initial inspection of the rental unit before you move out (see [Initial Inspections Before Tenant Moves Out](#) above). You and the landlord or agent should agree on a mutually convenient date and time for the inspection about two weeks before the end of the tenancy or the lease term. You and the landlord or agent should walk through the rental unit at that time and complete the "Condition Upon Initial Inspection" portion of the checklist.

After you have moved out, the landlord can use the "Condition Upon Departure" portion of the checklist to conduct the final inspection (see the [Inventory Checklist](#)). It's a good idea for you to be present when the landlord conducts the final inspection, but the law does not require that you be present or that the landlord allow you to be present.

If you don't want an initial inspection, you and the landlord should make arrangements for a final inspection close to the time that you move out. You and the landlord or agent should walk through the rental and complete the "Condition Upon Departure" portion of the checklist. Ideally, this walkthrough should occur after you have moved all of your belongings and have thoroughly cleaned the rental unit. Carefully completing the checklist at this point will help identify problem areas, and will help avoid disagreements after you have moved.

For example, you can identify repairs or cleaning that may be needed by comparing items noted under "Condition Upon Arrival" and "Condition Upon Departure." Items identified as needing repair or cleaning may result in deductions from your security deposit, unless you take care of them yourself or reach an agreement with the landlord.

Both you and the landlord or agent should sign and date the inventory checklist after each inspection. (The landlord or agent should sign the checklist even if you're not present.) Be sure to get a copy of the signed form after each inspection.

See additional suggestions regarding the inventory checklist on the [Inventory Checklist](#), and ["Refunds of Security Deposits"](#).

²⁷⁴ This practical standard was codified in Civil Code Section 1950.5(b)(3) for tenancies for which the tenant's right to occupy the unit began after January 1, 2003. As with any statutory provision, this provision should be given "a reasonable and common sense interpretation consistent with the apparent purpose, which will result in wise policy rather than mischief or absurdity." (7 Witkin, *Summary of California Law* (10th ed.2005) Constitutional Law, Section 115.) Notwithstanding this new standard, the tenant is not responsible for damages resulting from normal wear and tear (Civil Code Section 1950.5(b),(e)), and the rental must, at a minimum, be fit to live in at the beginning of each tenancy (Civil Code Section 1941; see discussion of "[Habitability](#)").

²⁷⁵ Civil Code Section 1950.5(b),(e).

²⁷⁶ Civil Code Section 1950.5(b),(e).

²⁷⁷ Civil Code Section 1950.5(m).

²⁷⁸ Civil Code Section 1950.5(g)(1). The landlord has the option of providing you the itemized statement and any refund to which you are entitled when you or the landlord gives the other a 30-day or 60-day notice to end the tenancy (see [Written Notices of Terminations](#)), or when the landlord serves you a three-day notice to end the tenancy (see [Three day notices](#)), or no earlier than 60 days before the end of a lease.

²⁷⁹ Civil Code Section 1950.5(g)(2).

²⁸⁰ Civil Code Section 1950.5(g)(2).

²⁸¹ Civil Code Section 1950.5(g)(3).

²⁸² Civil Code Section 1950.5(g)(6).

²⁸³ Civil Code Section 1950.5(g)(4).

²⁸⁴ Civil Code Section 1950.5(f)(1). The landlord is not required to perform an initial inspection if the landlord has served the tenant with a three-day notice because the tenant has failed to pay the rent, violated a provision of the lease or rental agreement, materially damaged the property, committed a nuisance, or used the property for an unlawful purpose.

²⁸⁵ Civil Code Section 1950.5(f)(1).

²⁸⁶ Portman and Brown, *California Tenants' Rights*, pages 235-236 (NOLO Press 2010).

²⁸⁷ Civil Code Section 1950.5(f)(1).

²⁸⁸ Civil Code Section 1950.5(f)(2).

- ²²⁹ Civil Code Section 1950.5(f)(2), referring to Civil Code Sections 1950.5(b)(1)-(4). See Appendix 5.
- ²³⁰ See Civil Code Section 1950.5(b)(2), (e). See discussion in "Suggested Approaches to Security Deposit Deductions" sidebar.
- ²³¹ Civil Code Section 1950.5(f)(3).
- ²³² Civil Code Section 1950.5(f)(4), (5); see Civil Code Section 1950.5(e).
- ²³³ Civil Code Section 1950.5(b), (e).
- ²³⁴ Civil Code Section 1950.5(g).
- ²³⁵ Civil Code Section 1950.5(b), (e).
- ²³⁶ Civil Code Section 1950.5(b), (e), (f)(4).
- ²³⁷ Civil Code Section 1950.5(b)(3).
- ²³⁸ Civil Code Section 1950.5(e).
- ²³⁹ Civil Code Section 1950.5(f)(5).
- ²⁴⁰ Civil Code Section 1950.5(e).
- ²⁴¹ Civil Code Section 1950.5(b)(3). The "clean as it was when the tenant moved in" legal standard applies only to tenancies for which the tenant's right to occupy the rental began after January 1, 2003.
- ²⁴² Civil Code Section 1950.5(e).
- ²⁴³ Civil Code Section 1950.5(e).
- ²⁴⁴ Brown, Warner and Portman, *The California Landlord's Law Book, Vol. I: Rights & Responsibilities*, pages 384-385; (NOLO Press 2011).
- ²⁴⁵ Brown, Warner and Portman, *The California Landlord's Law Book, Vol. I: Rights & Responsibilities*, pages 384-385 (NOLO Press 2011).
- ²⁴⁶ Civil Code Section 1950.5(g)(4)(B). Civil Code Section 1950.5(g)(2) describes the tenant's right to receive receipts. The waiver must "substantially include" the text of Section 1950.5(g)(2). See Appendix 5.
- ²⁴⁷ Civil Code Section 1950.5(g)(5).
- ²⁴⁸ *Granberry v. Islay Investments* (1995) 9 Cal.4th 738, 745 [38 Cal.Rptr.2d 650, 653]. See California Practice Guide, Landlord-Tenant, Paragraphs 2:783-2:783.6 (Rutter Group 2011).
- ²⁴⁹ Portman and Brown, *California Tenants' Rights*, page 235-236 (NOLO Press 2010).
- ²⁵⁰ See *Granberry v. Islay Investments* (1995) 9 Cal.4th 738, 749-750 [38 Cal.Rptr.2d 650, 656-657]; Portman and Brown, *California Tenants' Rights*, page 236. (NOLO Press 2010). In simplest terms, the landlord must convince the judge that the damage occurred, and that the amount claimed is reasonable and is a proper deduction from the security deposit. The tenant then must prove that the landlord's conduct makes it unfair to allow the deductions from the deposit (for example, because the landlord waited too long to claim the damage and the delay harmed the tenant in some way).
- ²⁵¹ Civil Code Section 1950.5(h).
- ²⁵² Civil Code Section 1950.5(e), (h)(1).
- ²⁵³ Civil Code Section 1950.5(h)(1).
- ²⁵⁴ Civil Code Section 1950.5(k).
- ²⁵⁵ Civil Code Section 1950.5(e), (g), (h)(2).
- ²⁵⁶ Civil Code Section 1950.5(j). Exception: If the new landlord acted in the good faith belief that the old landlord properly complied with the transfer or refund requirement, the new landlord is not jointly liable with the old landlord.
- ²⁵⁷ See Portman and Brown, *California Tenants' Rights*, page 237 (NOLO Press 2010).
- ²⁵⁸ Civil Code Section 1950.5(j).
- ²⁵⁹ California Practice Guide, Landlord-Tenant, Paragraph 2:810 (Rutter Group 2011).
- ²⁶⁰ Civil Code Section 1950.5(o) (describes evidence that proves the existence and amount of a security deposit).
- ²⁶¹ Civil Code Section 1950.5(n), Code of Civil Procedure Section 116.221.
- ²⁶² Civil Code Section 1950.5(l).
- ²⁶³ Civil Code Section 1950.5(l).
- ²⁶⁴ Civil Code Section 1950.5(l).
- ²⁶⁵ Code of Civil Procedure Sections 1032(b), 1033.5(a)(10)(A).
- ²⁶⁶ Civil Code Section 1717.
- ²⁶⁷ *Jacobson v. Simmons Real Estate* (1994) 23 Cal.App.4th 1285 [28 Cal.Rptr.2d 699]; *Trope v. Katz* (1995) 11 Cal.4th 274 [45 Cal.Rptr.2d 241]; see California Practice Guide, Landlord-Tenant, Paragraphs 9:391.1-9:391.4, 9:391.10 and following (Rutter Group 2011).
- ²⁶⁸ *Joost v. Castle* (1939) 33 Cal.App.2d 138 [91 P.2d 172]; Brown, Warner and Portman, *The California Landlord's Law Book, Vol. I: Rights & Responsibilities*, pages 366-369 (NOLO Press 2011).
- ²⁶⁹ Civil Code Section 1934.
- ²⁷⁰ *Miller & Desatnik Management Co. v. Bullock* (1990) 221 Cal.App.3d Supp. 13, 18-19 [270 Cal.Rptr. 600, 604]. See Brown, Warner and Portman, *The California Landlord's Law Book, Vol. I: Rights & Responsibilities*, pages 368-369 (NOLO Press 2011).
- ²⁷¹ California Practice Guide, Landlord-Tenant, Paragraph 2:395 (Rutter Group 2010).
- ²⁷² Civil Code Section 1945, Portman and Brown, *California Tenants' Rights*, page 226 (NOLO Press 2011).
- ²⁷³ Brown, Warner and Portman, *The California Landlord's Law Book, Vol. I: Rights & Responsibilities*, page 359 (NOLO Press 2011).
- ²⁷⁴ Portman and Brown, *California Tenants' Rights*, page 252 (NOLO Press 2010).
- ²⁷⁵ Servicemembers Civil Relief Act, 50 United States Code Appendix Sections 501-596 and Section 535. See California Practice Guide, Landlord-Tenant, Paragraphs 7:328-7:328.5 (Rutter Group 2011).

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