



## **KNOW YOUR RIGHTS** **Security Deposits**

### **What is a Security Deposit?**

A security deposit is non-rent money a tenant gives a landlord when they begin to rent a unit. The landlord must return that money when the tenant moves out of the unit.<sup>1</sup> However, the landlord can use the security deposit money to pay for some things.<sup>2</sup> A security deposit cannot be “nonrefundable.”<sup>3</sup>

### **How Much Can My Landlord Charge Me for My Security Deposit?**

A security deposit cannot be more than two month’s rent<sup>4</sup>, unless the unit is furnished. A security deposit for a furnished rental unit cannot be more than three month’s rent.<sup>5</sup>

### **When Does My Landlord Have to Return My Security Deposit?**

The landlord has to return your security deposit no later than 21 days after you move out of the unit.<sup>6</sup> If the landlord does not give you back the full security deposit, the landlord must give the you a written, “itemized” list showing how much money they took out of your security deposit and why they took out the money from your security deposit.<sup>7</sup> If the landlord took more than \$125 out of your security deposit, they must give you documents, such as receipts, bills or invoices, that show how much it cost them to clean and/or repair the unit.<sup>8</sup>

### **What Can My Landlord Use My Security Deposit to Pay For?**

A landlord may use the security deposit for:

- Unpaid rent;
- Repairing damage to the unit, beyond ordinary wear and tear, done by the tenant, the tenant’s guest, or anyone the tenant allowed into the unit;
- Cleaning the unit after the tenant moves out, if the unit was not left as clean as it was when the tenant first moved in;
- *If your lease says*, repairing, replacing, or restoring personal property fixed to the unit, like ceiling fans and furnaces, if damaged beyond ordinary wear and tear; and
- Unpaid water service bills.<sup>9</sup>

---

<sup>1</sup> Civ. Code § 1950.5.

<sup>2</sup> *Id.* at § 1950.5, subd. (b).

<sup>3</sup> *Id.* at § 1950.5, subd. (m).

<sup>4</sup> *Id.* at § 1950.5, subd. (c).

<sup>5</sup> *Id.*

<sup>6</sup> *Id.* at § 1950.5, subd. (g).

<sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> *Id.* at § 1954.207, subd. (c).



### **If I End My Lease Early Because of My Housemate, Immediate Family Member or I am a Survivor of Abuse or a Crime, Does My Landlord Have to Return My Security Deposit?**

Yes, ending a lease early because of abuse or a crime does not change a landlord's responsibility to return a security deposit.<sup>10</sup> Your landlord must return the security deposit or provide an itemized list of deductions no later than 21 days after you move out of the unit, as explained above.<sup>11</sup> (See FVAP's resource **Know Your Rights: Ending Your Lease Early Because of Abuse or a Crime**)

### **I Ended My Lease Early Because of Abuse or a Crime, but My Co-Tenants or Household Members Did Not End Their Lease. Will My Landlord Return My Security Deposit?**

Maybe. If you paid all or some of the security deposit, your landlord may return the portion of the security deposit you paid. Ask your landlord to give you back your portion of the deposit with proof that you, not the other tenants or household members, paid that amount of the security deposit. If your landlord does not return your security deposit, talk with your local legal aid organization to explore your options. To locate your local legal aid organization, visit <https://www.lawhelpca.org/>

### **Abuse Caused Damage to the Property, Can My Landlord Take Money Out of My Security Deposit to Repair the Damage?**

Sometimes. Generally, if tenants, their guests, or someone a tenant allows on the property damages the property, a landlord may charge the tenant for repairs.<sup>12</sup> The landlord may charge the tenant by deducting the cost of repairs from their security deposit.<sup>13</sup> So, the landlord may use your security deposit to repair damage caused by abuse if the abuser was a tenant, or your guest when they caused the damage. If they were not your guest or you did not invite the person into the property when they damaged the property, your landlord should not charge you for the damage. That means, if the person who damaged the property, entered the property without your permission, or entered the property through threat or coercion, they are not your guest, and you should not be charged for damage they caused to the property.

To help ensure you are not incorrectly charged for damage caused by abuse, it is important to document that the abuser, not you, caused the damage and that they were not your guest or a tenant when they damaged the property. Documentation may include photos, police reports, restraining orders, or signed, written statements by yourself and other people who witnessed your abuser damaging the property.

---

<sup>10</sup> See generally *id* at §§ 1950.5 & 1946.7.

<sup>11</sup> *Id.*

<sup>12</sup> *Id* at §§ 1950.5, subd. (b)(2).

<sup>13</sup> *Id.*



## **How Do I Increase My Chance of Getting My Full Security Deposit Back When I Move?**

There are a few things you can do to help protect your security deposit:

- 1. Take pictures of your unit *before* you move in.** Pictures are helpful to show the unit's condition before you moved in. You can use these pictures to defend yourself if your landlord tries to charge you for repairs that were needed before you moved in.
- 2. Request a Move-Out Inspection.**<sup>14</sup> You can request your landlord inspect the unit before you move out. During the inspection, your landlord or someone working for them identifies things they think need to be repaired or cleaned. They should also provide you a written list of what they think needs to be repaired or cleaned.<sup>15</sup> After the inspection, you can make the repairs or do the cleaning to avoid having your landlord take those costs from your security deposit. The move-out inspection can happen up to two weeks before you move out.<sup>16</sup>
- 3. Take pictures of your unit *after* you remove all your belongings and clean the unit.** If your landlord falsely claims they had to use your security deposit to pay for cleaning or repairs, pictures may show that you left the unit clean and without damage.

## **What Can I Do if I Disagree with Charges My Landlord Took Out of My Security Deposit Or if My Landlord Does Not Return My Deposit?**

If your landlord does not return your security deposit by 21 days after you move, or if you disagree with how much money your landlord took from the security deposit, write to the landlord asking them to return your security deposit. See FVAP's resource **Template Letter: Requesting Back Your Security Deposit**. Sign and date the letter and keep a copy of the letter. If you do not have access to a copier, take a picture of the letter.

If your landlord still does not return your security deposit, you may sue them in small claims court for your remaining security deposit plus up to two times the cost of your security deposit, if they kept it in "bad faith."<sup>17</sup> Bad faith means they kept the money without an honest reason for keeping it. Talk with your local legal aid organization to explore your options in responding to your landlord. To locate your local legal aid organization, visit <https://www.lawhelpca.org/>.

How do I get more assistance? Contact FVAP at [info@fvaplaw.org](mailto:info@fvaplaw.org) or (510) 858-7358 for questions.

---

<sup>14</sup>Civ. Code § 1950.5, subd. (f).

<sup>15</sup>*Id.*

<sup>16</sup>*Id.*

<sup>17</sup>*Id.* § 1950.5, subd. (l).