**TEMPLATE LETTER:**

**Demanding Your Security Deposit After Early Lease Termination**

As explained in [**Know Your Rights: Ending Your Lease Early Because of Abuse or a Crime**](https://fvaplaw.org/housing-toolkit-leaving-savely/)**,** survivors[[1]](#footnote-1), their household members, or their immediate family members may end their lease early without any penalty or fee, regardless of what the lease states.[[2]](#footnote-2)

Additionally, as explained in [**Know Your Rights: Security Deposits**](https://fvaplaw.org/housing-toolkit-leaving-savely/) a landlord must return the security deposit of a tenant that ends their lease early using the laws that protect survivors of abuse, the same as usual under the law, meaning no later than 21 days after the tenant moves out of the unit.[[3]](#footnote-3)

This resource includes a template letter a tenant can give their landlord to request their security deposit if their landlord did not return it by 21 days after they ended their lease early and moved out of their unit. This letter can be filled out electronically or printed and filled out by hand. People filling out the template letter by hand should use the electronic template as a guide to what information can be written into the blank lines. The tenant should date and sign the letter and keep a copy of the completed letter for their records. If they do not have access to a copier, take a picture of the final document before giving it to the landlord.

**How do I get more help?** Contact FVAP at info@fvaplaw.org or (510) 858-7358 for questions.

[Electronic Template]

[Survivor Name]

[Survivor Contact Address]

[Date]

[Landlord / Property Manager Name]

[Landlord / Property Manager Company]

[Landlord / Property Manager Address]

 Re: Demand Return of Security Deposit After Early Lease Termination

Dear [Insert: Name of Landlord or Property Manager]:

I was a tenant at [insert: address]. [insert one] a survivor of [Insert one or more of the following: domestic violence, sexual assault, stalking, human trafficking, elder abuse, dependent adult abuse, a crime that caused bodily injury or death, crime that included the exhibition, drawing, brandishing, or use of a firearm or other deadly weapon or instrument or a crime that included the use of force or a threat of force]. Pursuant to California Civil Code § 1946.7, I gave you notice I was ending my lease early on [Insert the date you gave your landlord the notice to end your lease early] and I moved out of my unit on [insert: date you moved out of your unit].

As a person who terminated their tenancy early under California Civil Code § 1946.7, I am only responsible for up to 14 days of rent once I notify you that I was ending my lease early and I am released from any rent obligation under my lease without penalty. (Civ. Code, § 1946.7 subd. (e).) If you re-rent the unit before the 14-day period ends, my rent must be prorated to account for the days the unit was rented by another tenant. (*Ibid.*) Additionally, you must follow standard security deposit procedures in returning my security deposit. (*Id*. at §§ 1946.7, subd. (e),1950.5.)

A tenant’s security deposit must be returned no later than 21 days after they vacate their unit. (Civ. Code, § 1950.5, subd. (g).) If the landlord does not return the full security deposit, they must give the tenant a written, itemized list showing how much money they took out of the security deposit. (*Id*.) Along with an itemized list of deductions, a landlord must provide documents showing their expenses, including: (1) documents that describe the performed cleaning or repairs and include the time spent making repairs or cleaning and the reasonable hourly rate charged; or (2) bills, invoices, or receipts from the people who repaired or cleaned the unit. (*Id.* at § 1950.5, subds. (g)(2)(A), (B).) Additionally, if a landlord charges the tenant for materials to make repairs, they must provide copies of materials’ receipt(s). (*Id.* at § 1950.5, subd. (g)(2)(C).) Improperly keeping a tenant’s security deposit subjects a landlord to liability for damages up to twice the amount of the security deposit. (*Id.* at § 1950.5, subd. (l).)

You must return [insert: the amount of security deposit you think should be returned] of my security deposit because [Insert explanation of why your landlord should not keep this amount of your security deposit. Some examples include:

* You charged me to make repairs from damage done by a person that abused me and was not my guest or another tenant.
* I left the unit clean and without damage beyond reasonable wear and tear.
* You charged me to make repairs that were needed before I moved into the unit.]

[If you are including photos or documents, insert an explanation of the enclosures, some examples include:

* Enclosed is a copy of a police report from when the person that abused me damaged the unit.
* Enclosed are pictures of the unit from before I left. The pictures show the unit was clean and undamaged.
* Enclosed are pictures of the unit when I moved in, showing these repairs were needed before I lived in the unit.]

At this time, I request that you immediately return [insert: the amount of security deposit you think should be returned] of my security deposit. You can send this payment to [insert: address]. If I do not receive a response from you within one week, I may take further legal action.

Thank you for your attention to this matter.

Sincerely,

[Tenant’s Signature]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Tenant’s Name Printed]

Enclosures: [list any documents you are attaching]

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 Re: Demand Return of Security Deposit After Early Lease Termination

Dear \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

I was a tenant at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ a survivor of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Pursuant to California Civil Code § 1946.7, I gave you notice I was ending my lease early on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and I moved out of my unit on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

As a person who terminated their tenancy early under California Civil Code § 1946.7, I am only responsible for up to 14 days of rent once I notify you that I was ending my lease early and I am released from any rent obligation under my lease without penalty. (Civ. Code, § 1946.7 subd. (e).) If you re-rent the unit before the 14-day period ends, my rent must be prorated to account for the days the unit was rented by another tenant. (*Ibid.*) Additionally, you must follow standard security deposit procedures in returning my security deposit. (*Id*. at §§ 1946.7, subd. (e),1950.5.)

A tenant’s security deposit must be returned no later than 21 days after they vacate their unit. (Civ. Code, § 1950.5, subd. (g).) If the landlord does not return the full security deposit, they must give the tenant a written, itemized list showing how much money they took out of the security deposit. (*Id*.) Along with an itemized list of deductions, a landlord must provide documents showing their expenses, including: (1) documents that describe the performed cleaning or repairs and include the time spent making repairs or cleaning and the reasonable hourly rate charged; or (2) bills, invoices, or receipts from the people who repaired or cleaned the unit. (*Id.* at § 1950.5, subds. (g)(2)(A), (B).) Additionally, if a landlord charges the tenant for materials to make repairs, they must provide copies of materials’ receipt(s). (*Id.* at § 1950.5, subd. (g)(2)(C).) Improperly keeping a tenant’s security deposit subjects a landlord to liability for damages up to twice the amount of the security deposit. (*Id.* at § 1950.5, subd. (l).)

You must return \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_of my security deposit because \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ At this time, I request that you immediately return \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of my security deposit. You can send this payment to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If I do not receive a response from you within one week, I may take further legal action.

Thank you for your attention to this matter.

Sincerely,

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Enclosures: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Survivors covered by this law include survivors of domestic violence, sexual assault, stalking, human trafficking, elder or dependent adult abuse, and survivors of crimes that caused injury or death, or involved a deadly weapon, or involved the use or threat of force. [↑](#footnote-ref-1)
2. Civil Code § 1946.7. [↑](#footnote-ref-2)
3. *Id.* at § 1950.5. [↑](#footnote-ref-3)