

KNOW YOUR RIGHTS: Security Deposits

What is a Security Deposit?

- A security deposit is non-rent money you give your landlord when you rent a unit. Landlords require security deposits, so they have money from the tenant to cover repairs if the tenant damages the unit. A security deposit cannot be “nonrefundable.” Your landlord must return your security deposit when you move out. But, before they return your security deposit, the landlord can take money from it to pay for expenses, as explained later in this document.¹

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

- Most landlords are only allowed to charge up to an amount equal to 1 month's rent. A landlord may have a security deposit of up to 2 months if:
 - The landlord is a person or limited liability company made up of only people, and
 - Only own 1 or 2 rental properties that together have 4 or less units.²

When Does My Landlord Have to Return My Security Deposit?

- Your landlord must return your security deposit within 21 days after you move out.³

What Should Happen if My Landlord Does Not Return My Full Security Deposit?

- If you don't get your full security deposit back, your landlord must give you a written, “itemized” list showing how much money they took out of your security deposit and why. If the landlord took out more than \$125, they must give you documents, like receipts, bills or invoices, that show how they used the money.⁴

¹ Civ. Code § 1950.5, subd. (b).

² Civ. Code § 1950.5, subd. (c).

³ Civ. Code § 1950.5, subd. (g).

⁴ Civ. Code § 1950.5, subd. (b).

What Can My Security Deposit Be Used For?

- Unpaid rent and unpaid water service bills.
- Paying to fix damage caused by you or someone you invited or allowed on the property. You're not responsible for damage caused by normal wear and tear.
 - For example, you shouldn't have to pay to fix carpet that wore out because it was walked on, but you could have to pay to fix carpet that wore out because your dog chewed it.
- Paying to have your unit cleaned, if you didn't leave the unit as clean as it was when you moved in.
- Repairing, replacing, or restoring personal property fixed to the unit, like ceiling fans, dishwashers, furnaces, if it was not damaged from ordinary wear and tear and your lease says you are responsible for the item(s).⁵

If I End My Lease Early Because of Abuse or Crime, Does My Landlord Have to Return My Security Deposit?

- Yes, if you were the only tenant or all tenants ended their lease early because of abuse or crime, your landlord must return the security deposit as described above.⁶ Learn more about ending your lease early in [Know Your Rights: Ending Your Lease Early Because of Abuse or Crime.](#)⁷

If I Ended My Lease Early Because of Abuse or Crime, But My Roommate Didn't, Does My Landlord Have to Return My Security Deposit?

- No, the landlord likely does not have to return it. But if your lease says that it is your security deposit, and not your roommate's, the landlord may have to return it to you or your roommate may have to pay you back for the security deposit.

⁵ Civ. Code §§ 1950.5, subd. (b) & 1954.207, subd. (c).

⁶ Civ. Code §§ 1950.5 & 1946.7.

⁷ <https://fvaplaw.org/resource/know-your-rights-ending-your-lease-early-because-of-abuse-or-a-crime/>

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

- Sometimes. If you, another tenant or someone you invited or allowed on the property caused damage, your landlord may pay for the repairs with your security deposit.⁸
- If someone you didn't invite or allow on the property damaged the unit, your landlord is not allowed to use your security deposit to pay for repairs.⁹ So, if someone entered your unit without your permission, or through threat or coercion and then damaged the unit, your security deposit shouldn't be used to repair the damage.
- Your landlord may want proof that someone you didn't let on the property damaged it before they agree not to use your security deposit for repairs. Photos that show someone broke into your unit, police reports, restraining orders or witness statements may be proof that a person not invited or allowed on the property damaged the unit.

How Can I Increase the Chance of Getting My Full Security Deposit Back?

- Take Pictures of the Unit *Before* Move in
 - Pictures show the unit's condition before you moved in. You can use pictures to defend yourself if your landlord tries to make you pay for things that needed to be fixed before you moved in.
- Request a Move-Out Inspection
 - At the inspection, your landlord or someone working for them should tell you what they want you to repair or clean. They should also give you a written list of the wanted repairs and cleaning. If you make the repairs and do the cleaning before you move out, your landlord shouldn't need your security deposit for repairs or cleaning. Move-out inspections can happen up to two weeks before you move out.¹⁰
- Take pictures of your unit *after* removing your things and cleaning the unit
 - If your landlord falsely claims they used your security deposit for cleaning or repairs, pictures may show the unit was clean and undamaged.

⁸ Civ. Code § 1950.5, subd. (b)(2).

⁹ Civ. Code § 1950.5, subd. (b)(2).

¹⁰ Civ. Code § 1950.5, subd. (f).

What Can I Do if My Landlord Does Not Return My Security Deposit or Does Not Return As Much As They Should?

- If your landlord doesn't return your security deposit within 21 days of you moving out, or you don't agree with how much they took from the security deposit, send them a letter asking for the security deposit. You can do this with one of the templates below [Demanding Your Security Deposit](#) or [Demanding Your Security Deposit After Ending Your Lease Because of Abuse or Crime](#).
- If your landlord still doesn't return your security deposit after your letter, you may sue them in small claims court for your remaining security deposit. You can also ask for up to two times the amount of your security deposit, if your landlord kept it in "bad faith."¹¹ Bad faith means they kept the money without an honest reason for keeping it.
- Talk with your local legal aid organization about your options. Locate your local legal aid organization at <https://www.lawhelpca.org/>.

Need Help? Contact FVAP at info@fvaplaw.org or (510) 380-6243 for information or referrals.

¹¹ *Id.* § 1950.5, subd. (l).

Template: Demanding Your Security Deposit

Instructions

1. You can download this template in a word document by clicking this [link](#).
2. Delete instructions, highlights and brackets i.e. [] before giving your letter to the landlord.
3. Fill out the highlighted sections.
4. Date and sign the letter.
5. Save a copy or picture of the letter and attachment(s) for your records.
6. Give or send the completed letter and attachment(s) to the landlord.
7. If the landlord does not respond to you, reach out to them.

[Insert: Date]

[Landlord / Property Manager's Name]

[Address Line 1]

[Address Line 2]

Re: Requesting You Return My Security Deposit

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

I was a tenant at [insert: address]. I moved out of the unit on [insert: date you moved out of your unit]. Although I moved out over 21 days ago, I have not received my security deposit, to which I am entitled. I therefore request you immediately return my security deposit as required by California law and explained below.

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 receipt(s) for the materials. (*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: an 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 attachments, some examples include:

- Attached is a copy of a police report from when the person that abused me damaged the unit.
- Attached are pictures of the unit from before I left. The pictures show the unit was clean and undamaged.
- Attached 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]

Attachments: [list any documents you are attaching]

Template: Demanding Your Security Deposit After Ending Your Lease Because of Abuse or Crime

Instructions

1. You can download this template in a word document by clicking this [link](#).
2. Delete instructions, highlights and brackets i.e. [] before giving your letter to the landlord.
3. Fill out the highlighted sections.
4. Date and sign the letter.
5. Save a copy or picture of the letter and attachment(s) for your records.
6. Give or send the completed letter and attachment(s) to the landlord.
7. If the landlord does not respond to you, reach out to them.

[Insert Date]

[Landlord / Property Manager's Name]

[Address Line 1]

[Address Line 2]

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]. Pursuant to California Civil Code § 1946.7, I ended my lease because [insert: I or household member or immediate family member] experienced [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, a crime that involved a deadly weapon or a crime that included the use of force or a threat of force]. 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: the date you moved out of your unit].

Under Civil Code § 1946.7, once a tenant gives notice that they are ending their lease early, the tenant is only responsible for up to 14 days of rent. (Civ. Code, § 1946.7 subd. (e).) Their landlord is not allowed to charge an early lease termination fee or otherwise penalize the tenant for ending their lease under Civil Code § 1946.7, even if their lease says otherwise. (*Id.* at § 1946.7 subds. (e) & (f).) If a landlord re-rents the unit before the 14 days end, the landlord must return the rent for the days the unit was re-rented to the tenant that ended their lease early. (*Id.* at § 1946.7, subd. (e).)

Additionally, the landlord must follow standard security deposit procedures in returning the tenant's 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: an 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 attachments, some examples include:

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

Thank you for your attention to this matter.

Sincerely,

[Tenant's Signature] _____

[Tenant's Name Printed]

Attachments: **[list any documents you are attaching]**