

KNOW YOUR RIGHTS: Security Deposits

What is a security deposit?¹

- A security deposit is money (not rent) you give your landlord when you rent a unit. Landlords ask for 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 your landlord returns your security deposit, they can take money from it to pay for expenses, as explained below.

How much can my landlord charge for my security deposit?²

- Most landlords can ask for a security deposit equal to up to 1 month's rent. A security deposit may be up to 2 months' rent if the landlord:
 - Is a person or limited liability company made up of only people, and
 - Only owns 1 or 2 rental properties that together have 4 or less units.

When does my landlord have to return my security deposit?³

- No later than 21 days after you moved out of the unit.

What should happen if I don't get back my whole security deposit?⁴

- Your landlord must give you a written, “itemized” list showing how much money was taken from your security deposit and the reasons why.
- If your landlord took more than \$125, they must also give you:
 - Documents like receipts, bills, or invoices that show how much it cost to do the repairs and/or cleaning that were paid for with your security deposit.
 - Photos of the unit taken before and after finishing the repairs and/or cleaning they paid for with your security deposit. Also, photos taken before you moved in, if your tenancy started after June 30, 2025.

¹ Civ. Code § 1950.5, subd. (b).

² Civ. Code § 1950.5, subd. (c).

³ Civ. Code § 1950.5, subd. (h).

⁴ Civ. Code § 1950.5, subd. (h).

What can my security deposit be used for?⁵

- Unpaid rent and unpaid water service bills.
- 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.
- 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 or dishwashers, if it was not damaged from ordinary wear and tear and your lease says you are responsible for the item(s).

If I end my lease early because of abuse or crime, does my landlord have to return my security deposit?⁶

- Yes, if you were the only tenant or all tenants on the lease end it early because of abuse or crime, your landlord must return the security deposit as described above.
- Learn more about ending your lease early by clicking [here](#) or using the URL in the footnotes.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?⁸

- Maybe. If you and your roommate(s) have a written agreement with your landlord about how the security deposit must be divided between roommates, the landlord must follow that agreement.
- If there is not a written agreement, the landlord may be able to give you all or some of the security deposit.

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

⁶ Civ. Code §§ 1950.5 & 1946.7 subd. (f).

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

⁸ Civ. Code § 1950.5, subd. (h)(1)(C)(iii).

Abuse caused damage to my unit, can my landlord take money out of my security deposit to repair the damage?⁹

- Sometimes. If you, another tenant, or someone you invited or allowed on the property caused damage, your landlord may use your security deposit to pay for the repairs.
- 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 the repairs. This includes damage from someone who entered your unit without your permission or through threat or coercion.
- Your landlord may want proof someone you didn't let on the property caused the damage. Proof could be photos showing your unit was broken in to, police reports, restraining orders, or witness statements.

How can I increase the chances of getting back my full security deposit?¹⁰

- 1. Take Pictures of the Unit *Before* Move in.** The pictures may be helpful if your landlord tries to make you pay to fix things that needed to be fixed when you moved in.
 - Also, since July 2025, landlords must photograph the unit right before a new tenancy starts and the tenants move it.
- 2. Request a Move-Out Inspection.** The inspection's purpose is to give you an opportunity to fix issues the landlord identifies. Knowing what your landlord wants fixed may help you get more of your security deposit back.
 - 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 what they want repaired and cleaned. Inspections can happen no earlier than 2 weeks before move out.
- 3. Take pictures of your unit *after* removing your things and cleaning the unit.** You could use the pictures to dispute charges for cleaning and repairs.
 - After your landlord gets the unit back, but before they do repairs or cleaning that they charge you for, they must take pictures.
 - Your landlord must also take pictures after the repairs and cleaning.

⁹ Civ. Code § 1950.5, subd. (b)(2).

¹⁰ Civ. Code § 1950.5, subds. (f), (g).

What can I do if my landlord doesn't return my security deposit or takes too much out of my security deposit?¹¹

1. **Find legal help.** Find your local legal aid at www.lawhelpca.org.

You may take the following steps without an attorney:

2. **Explain your rights to your landlord.** If your landlord doesn't return your security deposit within 21 days of your move out, or you disagree with how much they took from your security deposit, send them a letter asking for the amount of the security deposit you think you should receive. You can do this with one of the templates below:
 - [Demanding Your Security Deposit](#)
 - [Demanding Your Security Deposit After Ending Your Lease Because of Abuse or Crime, No Remaining Tenants](#).
 - [Request Your Security Deposit After Ending Your Lease Because of Abuse or Crime, Other Tenants Remain](#)
3. **Assert your rights against your landlord.** If your landlord doesn't return the correct amount of security deposit after your letter, you may sue them in small claims court.
 - You can ask for up to two times the amount of your security deposit, if your landlord kept it in "bad faith." Bad faith means they kept the money without an honest reason for keeping it.

¹¹ Civ. Code § 1950.5, subds. (h), (m) & (o).

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], which was over 21 days ago. [insert: what happened to your security deposit, for example: I have not received my security deposit; or I received some of my security deposit, but I am entitled to more of my security deposit.] Please immediately return the security deposit money I am entitled to 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. (h)(1).) 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. (h)(2)(A), (B).) Additionally, if a landlord charges the tenant for materials to make repairs, they must provide copies of receipt(s) for the materials. (*Id.* at § 1950.5, subd.

(h)(2)(C).) The landlord must also provide pictures of the unit from before and after completing the repairs and/or cleaning that were paid for with the security deposit. (*Id.* at § 1950.5, subd. (h)(2)(D).) If the tenancy started after June 30, 2025, the landlord must also provide pictures of the unit from right before the tenant(s) moved in. (*Id.*) 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. (m).)

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 two weeks, 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, No Remaining Tenants

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 section 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], which was over 21 days ago. [insert: what happened to your security deposit, for example: I have not received my security deposit; or I received some of my security deposit, but I am entitled to more of my security deposit.] Please immediately return the security deposit money I am entitled to under California law, as explained below.

Under Civil Code section 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 section 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. (f) & 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. (h)(1).) 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. (h)(2)(A), (B).) Additionally, if a landlord charges the tenant for materials to make repairs, they must provide copies of receipt(s) for the materials. (*Id.* at § 1950.5, subd. (h)(2)(C).) The landlord must also provide pictures of the unit from before and after completing the repairs and/or cleaning that were paid for with the security deposit. (*Id.* at § 1950.5, subd. (h)(2)(D).) If the tenancy started after June 30, 2025, the landlord must also provide pictures of the unit from right before the tenant(s) moved in. (*Id.*) 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. (m).)

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 two weeks, 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: Request Your Security Deposit After Ending Your Lease Because of Abuse or Crime, Other Tenants Remain

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: 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 section 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], which is over 21 days ago. I have not received my security deposit. I therefore request you return to me the money I paid towards the security deposit.

Under Civil Code section 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 section 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. (f), 1950.5.) However, if there are multiple adult tenants, and no written mutual agreement about how the security deposit must be divided, when one tenant ends their lease under Civil Code section 1946.7, the landlord may, upon that tenant's request, return the security deposit to the tenant who ended their lease early. (*Id.* at § 1950.5, subd. (h)(1)(C)(iii).)

Please return **[insert: the amount of security deposit you think should be returned]** of the security deposit because **[insert: an explanation of why your landlord should give you this money:]**

- **This is the portion of security deposit that I paid, I did not damage the unit beyond reasonable wear and tear and am not behind on rent.**
- **I paid the whole security deposit, am leaving the unit in good repair and am not behind on my rent.]**

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

- **Attached is a copy of the lease that shows I am entitled to the security deposit.**
- **Attached are pictures of the unit's current condition and copy of the check that shows I paid the security deposit.**
- **Attached are pictures of the unit's current condition and a picture of the lease agreement that shows I paid the security deposit.**
- **Attached are pictures of the unit's current condition and picture of my bank account that shows I paid 50% of security deposit.]**

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]**.

Thank you for your attention to this matter.

Sincerely,

[Tenant's Signature] _____

[Tenant's Name Printed]

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