



SECURITY DEPOSITS

A security deposit is a deposit or a fee that the landlord requires a tenant to pay at the beginning of the tenancy. The security deposit protects the landlord against possible financial losses after a tenant terminates the tenancy. The landlord may only use the security deposit to recover uncollected rent, to remedy damages to the unit caused by the tenant or their guests, or to recover cleaning costs. The landlord may not deduct from the security deposit for “normal wear and tear” to the rental unit, nor for damages that existed prior to the current tenancy.

HOW MUCH CAN I BE CHARGED FOR A SECURITY DEPOSIT?

A landlord may charge up to two times the monthly rent for an unfurnished rental unit and up to three times the monthly rent for a furnished rental unit. The sum of all charges designated as deposits, including pet deposits, cannot exceed these limits.

IS A “CLEANING DEPOSIT” CONSIDERED A SECURITY DEPOSIT?

The landlord’s charge to the tenant may be called “security deposit”, “pet deposit”, or “cleaning deposit”. Nonetheless, California law considers all such fees as part of the security deposit, and makes them subject to the same rules that apply to security deposits.

CAN A SECURITY DEPOSIT BE CONSIDERED “NON-REFUNDABLE”?

The landlord may not designate any portion of the security deposit as “non-refundable”.

CAN I USE MY SECURITY DEPOSIT AS LAST MONTH’S RENT?

You may only use your security deposit as last month’s rent, if the amount held by the landlord has been designated in a written agreement as “last month’s rent” or the landlord consents to use the security deposit as the last month’s rent for your tenancy. Any such consent should be in writing.

WHEN AM I SUPPOSED TO RECEIVE A REFUND OF MY SECURITY DEPOSIT?

By law you should receive your full security deposit, or an itemized statement of deductions from your security deposit and any security deposit that is owed to you within 21 days of vacating the unit. If the deduction exceeds \$125, receipts or other documentation must be attached. If you do not receive a timely itemized statement of deductions from your security deposit and it is deemed by the court that the landlord was acting in bad faith, then the court may assess the landlord up to twice the amount of the security deposit in additional damages for violation of Civil Code §1950.5.

FOR ASSISTANCE CALL (408) 720-9888