MOVING OUT

GIVING AND RECEIVING PROPER NOTICE

Tenant's notice to end a periodic tenancy

A periodic tenancy is a tenancy that continues weekly or monthly with no specified end date. To end a periodic tenancy (for example, a month-to-month agreement), the tenant must give the landlord proper written notice before moving. Even a periodic-term agreement entered into orally requires a proper written notice.

The law requires the tenant to give the landlord the same amount of notice as there are days in the rental term.[253] This means that if you have a month-to-month tenancy, you must give the landlord written notice at least 30 days before you move. If you are in a week-to-week tenancy, you must give the landlord written notice at least seven days before you move. This is true even if the landlord has given you a 60-day notice to end a month-to-month rental agreement and you want to leave sooner .[254]

If the rental agreement specifies a different amount of notice (for example 10 days), the tenant must give the landlord written notice as required by the agreement.[255]

To avoid later disagreements, date the notice, state the date that you intend to move, and always make a copy of the notice for yourself. Although the law provides tenants with several options for delivering your notice to the landlord, it is recommended that you deliver the notice to the landlord or property manager in person or mail it by certified mail with return receipt requested. You can also serve the notice by one of the methods described under "Proper Service of Notices."[256]

You can give the landlord notice any time during the rental period, but you must pay full rent during the period covered by the notice. For example, say you have a month-to- month rental agreement, and pay rent on the first day of each month. You could give notice any time during the month, but are required to leave within 30 days of giving your notice. For instance, if you give your notice on September 10th, then you must leave on or before October 10th and you are responsible for rent through October 10th (i.e., 20 days of September and 10 days of October). The prior example was based on a month with 30 days. If you give the same 30-day notice on the 10th day of a month in a month with 31 days, your time period to move out would fall on the 9th day of the following month. (**Exception:** You may not have to pay rent for the entire 30-day period if you moved out before the end of the 30 days and the landlord rented the unit to another tenant who moved in before the end of the 30-day period and started paying rent.)[257]

The rental agreement must state the name and address of the person or entity to whom you must make rent payments (see pages 24-26). If this address does not accept personal deliveries, you can mail your notice to the owner at the name and address stated in the rental agreement. If you can show proof that you mailed the notice to the stated name and address (for example, a receipt for certified mail), the law assumes that the notice was received by the owner on the date of postmark.[258]

Special rights of tenants who are victims of domestic violence, sexual assault, stalking, human trafficking, or elder/dependent adult abuse

You may notify your landlord that you or another household member has been a victim of domestic violence, sexual assault, stalking, human trafficking, or elder/dependent adult abuse and that you intend to move out and terminate your lease early. You are able to terminate your lease with 14 days' notice (instead of the normal 30 days' notice), without penalty, if you provide written notice to your landlord that you intend to move out due to your or a

household member being a victim of domestic violence, sexual assault, stalking, human trafficking, or elder/dependent adult abuse. You would still be responsible for payment of the rent for 14 days following your notice, unless the landlord is able to re-rent your unit within that time period.[259] You are required to attach to your notice to the landlord a copy of the restraining order, emergency protective order, or police report, within 180 days of the day such order or report was issued or made, or provide a statement by a qualified third party including a domestic violence advocate, sexual assault advocate, human trafficking advocate, doctor, registered nurse, licensed clinical social worker, or psychologist.

If a tenant terminates their lease early due to domestic violence, sexual assault, stalking, human trafficking, or elder abuse, the landlord must return the security deposit without penalty for early termination.[260] A landlord that violates this requirement may be liable to the tenant in a civil action for actual damages and up to $5,000 in statutory damages.[261]

If the person subject to the restraining order or emergency protective order is also a tenant of the unit, that person is still responsible for upholding their end of the rental agreement.[262]

A landlord cannot end or refuse to renew your tenancy based upon the fact that you or a member of your household is the victim of domestic violence, sexual assault, stalking, human trafficking, or elder/dependent adult abuse. [263] Such actions may also invoke protections based on fair housing law as well as tenant law. Furthermore, a landlord cannot evict you for calling for police or emergency assistance on your own behalf as a victim of crime, victim of abuse, or person in an emergency if you believed the assistance was necessary.[264]

If you request that the landlord change your locks and the landlord fails to do so within 24 hours of your request, you may then change the locks yourself.[265]

In the context of a number of federally assisted housing programs, the Violence Against Women Act (VAWA) offers protections for victims of domestic violence, dating violence, sexual assault, or stalking.[266] Such protections include, but are not limited to, the ability to request an emergency transfer to a safe unit, the ability to remove the abuser from the lease, and protection from eviction or subsidy termination because of the abuse. Covered housing programs include programs such as public housing, the Section 8 Housing Choice Voucher program, Project-Based Section 8 housing, Low-Income Housing Tax Credit housing, and USDA Rural Development Multifamily housing programs, among other federal programs. An attorney can help you figure out if VAWA protections apply in your case. For general information about VAWA housing protections and a longer list of covered programs, please see this pamphlet from the National Housing Law Project: https://www.nhlp.org/wp-content/uploads/VAWA-Brochure-English-and-Spanish-combined.pdf.

Landlord's notice to end a periodic tenancy

A landlord can end a periodic tenancy (for example, a month-to-month or week-to- week tenancy) by giving the tenant proper advance written notice. Your landlord must give you 60 days, and for certain tenancies 90-days, advance written notice that the tenancy will end. If you, and every other tenant or resident, have lived in the rental unit for a year or more the notice must be 60-days.[267] If the landlord is terminating a tenancy involving rental assistance the notice must be 90-days.[268] However for non-assisted tenancies, the landlord may give you 30 days advance written notice in either of the following situations:

- Any tenant or resident has lived in the rental unit less than one year;[269] or
- The landlord has contracted to sell the rental unit to another person who intends to reside in it for at least a full year after the tenancy ends. In addition, all of the following must be true in order for the selling landlord to give you a 30-day notice:
    - The landlord has contracted to sell the dwelling unit and has opened escrow with a licensed escrow agent, title insurance company, or a real estate broker;
    - The landlord must have given you the 30-day notice no later than 120 days after opening the escrow;
    - The landlord must not previously have given you a 30-day or 60-day notice;
    - The purchaser is a natural person or persons (not a partnership, LLC, corporation, etc.);

- The purchaser in good faith intends to reside in the property for at least one full year after the termination of the tenancy,
- The rental unit must be one that can be sold separately from any other dwelling unit. For example, a house or a condominium can be sold separately from another dwelling unit.[270]

Prior to the enactment of the Tenant Protection Act (effective January 1, 2020) the landlord was not required to state a reason for ending the tenancy when using a 30-day or 60-day notice; however, the Tenant Protection Act, if applicable to the rental unit, requires just cause for termination of periodic tenancies, "which shall be stated in the written notice to terminate tenancy (see 30-Day or 60-Day Notice)."[271] For tenancies with rental assistance, depending on the source of that assistance, a 90-day notice may be required to state a reason. However, for rental units now covered by that law, a landlord will need to have just cause to terminate a tenancy and state that cause in the notice (see discussion of the Tenant Protection Act and the Tenant Protection Act Fact Sheet).[272] The landlord can serve the 30-day, 60-day or 90- day notice by certified or registered mail or by one of the methods described under "Proper Service of Notices," pages 89-90.[273]

Any of the above discussed landlords' notices to terminate a periodic tenancy must also include the following statement:[274]

> "State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out."

Note: In the circumstances described within, a landlord can give you just *three* days advance written notice.

If you receive a 30-day, 60-day, or 90-day notice, you must leave the rental unit by the later of the date specified in the notice or the end of the 30th, 60th, or 90th day as specified in your notice. Otherwise, your landlord may file an unlawful detainer lawsuit against you . For example, if the landlord served a 60-day notice on July 16, you would begin counting the 60 days on July 17, and the 60-day period would end on September 14. If September 14 falls on a weekday, you would have to leave on or before that date. However, if the last day of the notice falls on a Saturday, Sunday or legal holiday, you would not have to leave until the next day that is not a Saturday, Sunday or legal holiday.[275]

If you do not move out by the end of the notice period (i.e., the date in the notice or the end of the notice period), the landlord may file an unlawful detainer lawsuit to evict you .

What if the landlord has given you a 60-day notice, but you want to leave sooner? You should give the landlord the same amount of notice as there are days between rent payments (for example, if you pay your rent every 30 days, then you should provide your landlord with 30 days' notice) provided that —

- The number of days of your notice to your landlord is not less than the number of days between rent payments, and
- Your proposed termination date is before the landlord's termination date.[276]

What if the landlord has given you a 30-day, 60-day or 90-day notice, but you want to continue to rent the property because you believe that you have not done anything to cause the landlord to give you a notice of termination, or that the landlord is retaliating against you for exercising your rights? In this kind of situation, you can try to communicate with the landlord and come to an agreement where the landlord withdraws the notice and allows you to stay. Try to find out why the landlord gave you the notice. If the issue is something within your control (for example, consistently late rent, or playing music too loud), assure the landlord that in the future, you will pay on time or keep the volume turned down. Then, keep your promise. If the landlord refuses to withdraw the notice, you will have to move out at the end of

the notice period, or be prepared for the landlord to file an unlawful detainer lawsuit to evict you. If you believe the landlord has acted in retaliation against you, you can raise the landlord's retaliation as a defense at trial in the landlord's unlawful detainer action or assert it as part of a new lawsuit against the landlord for retaliation after you vacate or move out of the rental unit. In either event, you should consider the nature and extent of the landlord's alleged retaliation before asserting it as a defense or affirmative claim and you should always keep copies for your records of all communications between the landlord and you.[277]

In addition to provisions of the Tenant Protection Act, special rules may apply in cities or counties with rent stabilization ordinances. It is important to know whether you live in a unit covered by a local rent stabilization ordinance. For example, in some jurisdictions with rent stabilization ordinances, the landlord cannot end a periodic tenancy without a good faith "**just cause**" or "good cause" reason to evict, which may supersede the Tenant Protection Act in certain situations. In these jurisdictions, the landlord must state the reason for the termination, and the reason may be reviewed by local housing authorities.

Special rules also apply to tenants who participate in certain federal housing programs, such as the Section 8 housing voucher program, project-based Section 8 housing, and the Low Income Housing Tax Credit programs. While the rental agreement is in effect, the landlord must have good cause to terminate (end) the tenancy.[278] This means that the landlord cannot end your tenancy without a specific reason. Examples of good cause include failing to pay your rent, serious or repeated violations of the rental agreement, or criminal activity that threatens the health or safety of other residents.[279] However, incidents of domestic violence may not be used as a violation by the victim or threatened victim as good cause for the landlord to terminate the tenancy or occupancy rights of the victim.[280]

To terminate the tenancy of a tenant who participates in the Section 8 Housing Choice Voucher program, the landlord must first give the tenant the applicable three-day or 90- day notice of termination under California law,[281] and the landlord must give the public housing agency a copy of the notice at the same time.[282] If the landlord simply decides not to renew the rental agreement, or decides to terminate the HAP (housing assistance payment) contract, the landlord must give the tenant 90 days' advance written notice of the termination date, to occur on or after the expiration date of a rental agreement for a fixed-term.[283] If the tenant does not move out by the end of the 90 days, the landlord must follow California law to evict the tenant.[284]

Likewise, if a landlord has served a 3-day type of notice for a violation that either is not corrected, or is for those limited violations that cannot be corrected, and the tenant has also not quit the premises, the landlord must follow California law to evict the tenant.[285]

If the tenancy is protected by local just cause for eviction laws, or the 2019 Tenant Protection Act, the landlord must have a valid reason justifying "cause" to terminate the tenancy, such as the tenant's failure to pay rent.[286] Even if the tenant is not at fault, the landlord can terminate the tenancy if the landlord has just cause, such as the property will be demolished, substantially remodeled, or occupied by the landlord or his or her close family member. However, in situations where the tenant is not at fault, but the landlord has just cause to terminate, the landlord will often be obligated to pay the tenant relocation assistance—either equal to one month's rent under the Tenant Protection Act or different relocation assistance amounts under applicable local ordinances.[287]

If you live in government financed or subsidized housing, or in an area with rent control, check with your local housing officials or a housing counseling agency to see if any special rules apply in your situation.

TENANT PROTECTION ACT OF 2019

The **Tenant Protection Act of 2019** ("Tenant Protection Act") (AB 1482) establishes limitations on rent increases and requires just cause for terminating certain tenancies. The bill established Civil Code sections 1946.2 (just cause) and 1947.12 (rent limitations). The Tenant Protection Act is complex and the following serves as an overview and summary of its just cause termination of tenancy provisions.[288] For further detail see the Tenant Protection Act Fact Sheet.

Generally, properties covered by the just cause requirement are rental units in complexes with two or more units and the complex is at least 15 years old, and are not already covered by local just cause protections. Regardless of age, a duplex in which the owner occupies a unit is exempt, as are many, but not all, single-family homes and condominiums. Tenants in single-family homes and condominiums that qualify for exemption must be notified of the exemption with a specified written notice or rental agreement term in order for the landlord to actually be exempt.

The law specifies two types of just cause that a landlord can cite as grounds for terminating a tenancy. These are “at fault” and “no fault” cause.[289]

At fault cause can be any of the following:

- failure to pay rent
- violating a material term of their rental agreement, often allowing the violation to go uncorrected after written notice to correct;
- subletting or assigning the property in violation of the lease;
- refusing to renew a lease on similar terms to an expiring one;
- refusing to allow the owner to enter the property when authorized;
- maintaining a nuisance or committing waste on the property;
- using the property for criminal or unlawful purposes;
- failure of an employee or agent to vacate housing provided in connection with their duties following termination from those duties; or
- failing to deliver possession of the property after providing the tenant with written notice or agreement to do so.[290]

No fault cause would be any of the following:

- removing the unit from the rental market;
- the owner’s intent to occupy the unit for themselves or their family members (exceptions may apply for mobilehome leases);
- the owner complying with an ordinance or government order to vacate the premises; or
- the owner’s intent to demolish or substantially remodel the premises.[291]

In situations where the reason for just cause can be cured, the owner is required to give the tenant notice and an opportunity to resolve the problem.[292] If the violation is not resolved, a three-day notice terminating the tenancy may be served. No fault terminations require the landlord to either pay the tenant one month’s rent to assist with relocation or forgive their last month’s rent.[293]

In addition to limitations as to property type, just cause under the Tenant Protection Act applies only under certain conditions of tenure of the tenants. It applies if a tenancy has been in place for 12 months or more. However, if any adult is added to occupancy in the unit before any tenant has resided there for 24 months, then the protection does not apply until all tenants have resided in the unit for 12 months or any tenant has resided there continuously for 24 months.[294]

ADVANCE PAYMENT OF LAST MONTH’S RENT

Many landlords require tenants to pay “last month’s rent” at the beginning of the tenancy as part of the security deposit or at the time the security deposit is paid. Almost without exception what a residential landlord calls “last month’s rent” is really nothing other than a security deposit. The security deposit law, Civil Code section 1950.5, places strict limits on the advance payment of rent and characterizes any money given to the landlord, except for an application fee and the first month’s rent, as security deposit.[295]

REFUND OF SECURITY DEPOSITS

Common problems and how to avoid them

One of the most common disagreements between landlords and tenants is over the refund of the tenant’s security deposit after the tenant has moved out of the rental unit. California law, therefore, specifies procedures that the landlord must follow for refunding, using, and

accounting for tenants' security deposits.

California law specifically allows the landlord to use a tenant's security deposit for four purposes:

- For unpaid rent;
- For cleaning the rental unit when the tenant moves out, but only to make the unit as clean as it was when the tenant first moved in;[296]
- For repair of damages, other than normal wear and tear, caused by the tenant or the tenant's guests; and
- If the rental agreement allows it, for the cost of restoring or replacing furniture, furnishings, or other items of personal property (including keys), other than because of normal wear and tear.[297]

A landlord cannot refuse to return your entire security deposit simply because you lived in the unit. A landlord can withhold from the security deposit only those amounts that are reasonably necessary for the purposes outlined above. The security deposit cannot be used for repairing defects that existed in the unit before you moved in, for conditions caused by normal wear and tear during your tenancy or previous tenancies, or for cleaning a rental unit that is as clean as it was when you moved in.[298] A rental agreement can never state that a security deposit is "nonrefundable."[299]

A landlord also cannot withhold a tenant's partial or full security deposit based solely on the tenant being a victim of domestic violence and/or terminating their lease early as described previously.

Under California law, your landlord has 21 days from the date that you moved out to:

- Send you a full refund of your security deposit, or
- Mail or personally deliver to you an itemized statement that lists the amounts of any deductions from your security deposit and the reasons for the deductions, together with a refund of any amounts not deducted.[300]

The landlord should not send a "statement" to you via e-mail unless you have previously agreed with the landlord to receive the "statement" via e-mail.[301] If you have not agreed to receive the "statement" via e-mail, you should provide your landlord with your forwarding address and provide the U.S. Postal Service with instructions to forward your mail to your new address. The landlord is obligated to mail the "statement" to your "last known address," which would be the address of the rental unit that you moved out of if the landlord does not have a current address for you.[302]

The landlord also must send you copies of receipts for the charges that the landlord incurred to repair or clean the rental unit and that the landlord deducted from your security deposit. Receipts for services should include the hourly rate and amount of time spent, both of which must be reasonable and not be excessive. The landlord must include the receipts with the itemized statement.[303] The landlord must follow these rules:

- **If the landlord or the landlord's employees did the work** - The itemized statement must describe the work performed, including the time spent and the hourly rate charged. The hourly rate must be reasonable.
- **If another person or business did the work** - The landlord must provide you copies of the person's or business' invoice or receipt. The landlord must provide the person's or business' name, address, and telephone number on the invoice or receipt, or in the itemized statement.
- **If the landlord deducted for materials or supplies** - The landlord must provide you a copy of the invoice or receipt. If the item used to repair or clean the unit is something that the landlord purchases regularly or in bulk, the landlord must reasonably document the item's cost (for example, by an invoice, a receipt or a vendor's price list).[304]
- **If the landlord made a good faith estimate of charges** - The landlord is allowed to make a good faith estimate of charges and include the estimate in the itemized statement in two situations: (1) the repair is being done by the landlord or an employee and cannot reasonably be completed within the 21 days, or (2) services or materials are being supplied by another person or business and the landlord does not have the invoice or receipt within the 21 days. In either situation, the landlord may deduct the estimated amount from your security deposit. In the situation where services or materials are being

supplied by another person or business, the landlord must include the name, address and telephone number of the person or business that is supplying the services or materials.

Within 14 calendar days after completing the repairs or receiving the invoice or receipt, the landlord must mail or deliver to you a correct itemized statement, the invoices and receipts described above, and any refund to which you are entitled.[305]

The landlord is not required to send you copies of invoices or receipts, or a good faith estimate, if the total deductions are less than $125, or if you waive your right to receive them.[306] If you wish to waive the right to receive these documents, you may do so by signing a waiver when the landlord gives you a 30-day, 60-day or 90-day notice to end the tenancy, when you give the landlord a 30-day notice to end the tenancy, when the landlord serves you a three-day notice to end the tenancy, or after any of these notices. If you have a rental agreement, you may waive this right no earlier than 60 days before the term ends. The waiver form given to you by the landlord must include the text of the security deposit law that describes your right to receive receipts.[307] Tenants should understand the consequences before agreeing to waive their right to such documentation.

What if the repairs cost less than $125 or you waived your right to receive copies of invoices, receipts and any good faith estimate? The landlord still must send you an itemized statement 21 calendar days or less after you move, along with a refund of any amounts not deducted from your security deposit. When you receive the itemized statement, you may decide that you want copies of the landlord's invoices, receipts, and any good faith estimate. You may request copies of these documents from the landlord within 14 calendar days after you receive the itemized statement. It is best to make this request both orally and in writing. Always keep a copy of your written communication. The landlord must send you copies of invoices, receipts and any good faith estimate within 14 calendar days after they receive your request.[308]

Initial Inspection Before Tenant Moves Out

A tenant can and should ask the landlord to inspect the rental unit before the tenancy ends. This helps you to know ahead of time what repairs, if any, are necessary. This will also keep the landlord from adding charges for unidentified repairs later. During this "initial inspection," the landlord or the landlord's agent identifies defects or conditions that justify deductions from the tenant's security deposit. This gives the tenant the opportunity to do the identified cleaning or repairs in order to avoid deductions from the security deposit. The tenant has the right to be present during the inspection.

The landlord must perform an initial inspection as described above if requested by the tenant. However, a landlord *cannot* conduct an initial inspection *unless* one is requested by the tenant. A landlord is not required to perform an initial inspection if the landlord has served the tenant with a three-day notice (an **eviction notice**) for one of the reasons specified in footnote 298.[309]

Landlord's notice

The landlord must give the tenant written notice of the tenant's right to request an initial inspection of the rental to take place during the last 14 days of the tenancy, and to be present during the inspection. The landlord must give this notice to the tenant within a "reasonable time" after either the landlord or the tenant has given the other written notice of intent to terminate (end) the tenancy. If the tenant has a fixed term rental agreement, the landlord must give the tenant this notice within a "reasonable time" before the rental term ends. If the tenant does not request an initial inspection, the landlord has no duties with respect to the initial inspection described above. [310]

The landlord's notice must also include the following statement:[311]

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that property belonging to you was left behind after you moved out.

Scheduling the inspection

When the tenant requests an initial inspection, the landlord and the tenant must try to agree on a mutually convenient date and time for the inspection. The inspection cannot be scheduled earlier than two weeks before the end of the rental term. The inspection should be scheduled to allow the tenant ample time to perform repairs or do cleaning identified during the initial inspection, tenants generally should not schedule the inspection on their last day in possession. [312] If the tenant has requested an inspection, If the tenant has requested an inspection, the landlord must give the tenant at least 48 hours advance written notice of the date and time of the inspection whether or not the parties have been able to agree to a date and time for the inspection. The landlord is not required to give the 48-hour notice to the tenant if:

- The parties have not agreed on a date and time, *and* the tenant withdraws the request for the inspection, in which case the inspection will not be conducted; or
- The landlord and tenant agree in writing to waive (give up) the 48-hour notice requirement.

Itemized statement

The landlord or the landlord's agent may perform the inspection if the tenant is not present, unless the tenant previously withdrew their request for an inspection.[313]

Based on the findings in the inspection, the landlord or agent must prepare an itemized statement of repairs or cleaning that the landlord or agent believes the tenant should perform in order to avoid deductions from the tenant's security deposit. The landlord or agent must give the statement to the tenant if the tenant is present for the inspection, or leave it inside the unit if the tenant is not present.[314] The landlord or agent also must give the tenant a copy of the sections of California's security deposit statute that list lawful uses of tenants' security deposits.[315]

The security deposit statute has the effect of limiting the kinds of repairs or cleaning that the landlord or agent may properly include in the itemized statement. Because of this statute, the landlord cannot, for example, use the tenant's security deposit to repair damages or correct defects in the rental that existed before the tenant moved in or are the result of ordinary wear and tear.[316] Since the landlord cannot use the tenant's deposit to correct these kinds of defects, the landlord or agent cannot list them in the itemized statement.

Before the tenancy ends, the tenant may make the repairs or do the cleaning described in the itemized statement, as allowed by the rental agreement, in order to avoid deductions from the deposit.[317] However, the tenant cannot be required to repair defects or do cleaning if the tenant's security deposit could not be used properly to pay for that repair or cleaning.

Final inspection

The landlord may perform a final inspection after the tenant has moved out of the rental. The landlord may make a deduction from the tenant's security deposit to repair a defect or correct a condition:

- That was identified in the inspection statement and that the tenant did not repair or correct; or
- That occurred after the initial inspection; or
- That was not identified during the initial inspection due to the presence of the tenant's possessions.[318]
- Any deduction must be reasonable in amount, and must be for a purpose permitted by the security deposit statute.[319] Twenty-one calendar days (or less) after the tenancy ends, the landlord must refund any portion of the security deposit that remains after the landlord has made any lawful deductions.[320]

Example

Suppose that you have a month-to-month tenancy, and that you properly give your landlord 30 days' advance written notice that you will end the tenancy. A few days after the landlord receives your notice, the landlord gives you written notice that you may request an initial inspection and be present during the inspection. A few days after that, the landlord telephones you, and you both agree that the landlord will perform the initial inspection at noon on the 14th day before the end of the tenancy. Forty-eight hours before the date and time that you have agreed upon, the landlord gives you a written notice confirming the date and time of the inspection.

The landlord performs the initial inspection at the agreed time and date, and you are present during the inspection. Suppose that you have already removed some of your possessions, but that your sofa remains against the living room wall. When the landlord completes the inspection, the landlord gives you an itemized statement that lists the following items, and also gives you a copy of the required sections of the security deposit statute. The itemized statement lists the following:

- Repair cigarette burns on window sill.
- Repair worn carpet in front of couch.
- Repair door jamb chewed by your dog.
- Wash the windows.
- Clean soap scum in bathtub.

Suppose that you scrub the bathtub until it sparkles, but don't do any of the repairs or wash the windows. After you move out, the landlord performs the final inspection. Twenty- one days after the tenancy ends, the landlord sends you an itemized statement of deductions, along with a refund of the rest of your security deposit. Suppose that the itemized statement lists deductions from your security deposit for the costs of repairing the window sill, the carpet and the door jamb, and for washing the windows. Has the landlord acted properly?

Whether the landlord has acted properly depends on other facts. Suppose that the cigarette burns were caused by a previous tenant and that the carpet in the room with the couch was 10 years old. According to the security deposit statute, the cigarette burns are defective conditions from another tenancy, and the worn carpet is normal wear and tear, even if some of it occurred while you were a tenant. The statute does not allow the landlord to deduct from your security deposit to make these repairs.[321] However, the landlord can deduct a reasonable amount to repair the door jamb chewed by your dog because this damage occurred during your tenancy and is more than normal wear and tear. [322]

Suppose that the windows were dirty when you moved in, and that they were just as dirty when you moved out. According to the security deposit statute, the windows are in "the same state of cleanliness" as at the beginning of your tenancy. The statute does not allow the landlord to deduct from your security deposit to do this cleaning.[323] Also, with

regards to dirt on the exterior of the windows there is an argument that a tenant is only responsible for dirt caused by themselves or their guests and dirt on the exterior of windows is caused by the environment not the tenant.

Now suppose that while you were moving out, you broke the glass in the dining room light fixture and found damage to the wall behind the sofa that you caused when you moved in. Neither defect was listed in the landlord's itemized statement. Suppose that your landlord nonetheless makes deductions from your security deposit to repair these defects. Has the landlord acted properly in this instance?

The landlord has acted properly, as long as the amounts deducted are reasonably necessary for the repairs made.[324] Both of these defects are more than normal wear and tear, and the landlord is allowed to make deductions for defects that occur after the initial inspection, as well as for defects that could not be discovered because of the presence of the tenant's belongings.[325]

Suggested Approaches to Security Deposit Deductions

California's security deposit statute specifically allows the landlord to use a tenant's security deposit for the four purposes stated under the section "Refund of Security Deposits." The statute limits the landlord's deduction from the security deposit to an amount that is "reasonably necessary" for the listed purposes.[326]

Unfortunately, the terms "reasonably necessary" and "normal wear and tear" are vague and mean different things to different people. The following suggestions are offered as practical guides for dealing with security deposit issues. While these suggestions are consistent with the law, they are not necessarily the law in this area.

1. Costs of cleaning

A landlord may properly deduct from the departing tenant's security deposit the amount necessary to make the rental unit as clean as it was when the tenant moved in.[327]

A landlord cannot routinely charge each tenant for cleaning carpets, drapes, walls, or windows in order to prepare the rental unit for the next tenancy. Instead, the landlord must look at how well the departing tenant cleaned the rental unit, and may charge cleaning costs only if the departing tenant left the rental unit (or a portion of it) less clean than when they moved in. Reasonable cleaning costs would include the cost of such things as eliminating flea infestations left by the tenant's animals, cleaning the oven, removing decals from walls, removing mildew in bathrooms, defrosting the refrigerator, or washing the kitchen floor. But the landlord could not charge for cleaning any of these conditions if they existed at the time that the departing tenant moved in. In addition, the landlord could not charge for the cumulative effects of wear and tear. Suppose, for example, that the tenant had washed the kitchen floor but that it remained dingy because of wax built up over the years. The landlord could not charge the tenant for stripping the built-up wax from the kitchen floor.

The landlord is allowed to deduct from the tenant's security deposit only the reasonable cost of cleaning the rental unit.[328]

2. Carpets and drapes - "useful life" rule

Normal wear and tear to carpets, drapes and other furnishings cannot be charged against a tenant's security deposit.[329] Normal wear and tear includes simple wearing down of carpet and drapes because of normal use or aging and includes moderate dirt or spotting. In contrast, large rips or indelible stains justify a deduction from the tenant's security deposit for repairing the carpet or drapes, or replacing them if that is reasonably necessary.

One common method of calculating the deduction for replacement prorates the total cost of replacement so that the tenant pays only for the remaining useful life of the item that the tenant has damaged or destroyed. For example, suppose a tenant has damaged beyond repair an eight-year-old carpet that had a life expectancy of ten years, and that a replacement carpet of similar quality would cost $1,000. The landlord could properly charge only $200 for the two years' worth of life (use) that would have remained if the tenant had not damaged the carpet.

3. Repainting walls

One approach for determining the amount that the landlord can deduct from the tenant's security deposit for repainting, when repainting is necessary, is based on the length of the tenant's stay in the rental unit. This approach assumes that interior paint has a two-year life. (Some landlords assume that interior paint has a life of three years or more.)
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Length of Stay	Deduction
Less than 6 months	full cost
6 months to 1 year	two-thirds of cost

1 year to 2 years	one-third of cost
2 or more years	no deduction

In general charging for painting is only allowable if it is necessary because of damage beyond normal wear and tear to painted surfaces or because of soiling that cannot be reasonably cleaned. Using the above approach, if the tenant lived in the rental unit for two years or more, the tenant could not be charged for any repainting costs, no matter how dirty the walls were.[330] This is particularly true when the landlord has a standard business practice of repainting units between most tenancies.

4. Other damage to walls

Generally, minor marks or nicks in walls are the landlord's responsibility as normal wear and tear (for example, worn paint caused by a sofa against the wall). Therefore, the tenant should not be charged for such marks or nicks. However, a large number of holes in the walls or ceiling that require filling with plaster, or that otherwise require patching and repainting, could justify withholding the cost of repainting from the tenant's security deposit. In this situation, deducting for painting would be more likely to be proper if the rental unit had been painted recently, and less likely to be proper if the rental unit needed repainting anyway. Generally, large marks or paint gouges are the tenant's responsibility.[331]

5. Common sense and good faith

Remember: *These suggestions are not hard and fast rules. Rather, they are offered to help tenants and landlords avoid, understand, and resolve security deposit disputes.*

Security deposit disputes often can be resolved, or avoided in the first place, if the parties exercise common sense and good judgment, and deal with each other fairly and in good faith . For example, a landlord should not deduct from the tenant's security deposit for normal wear and tear, and a tenant should not try to avoid responsibility for damages that the tenant has caused.

The requirement that the landlord send the tenant copies of invoices and receipts with the itemized statement of deductions may help avoid potential security deposit disputes. Before sending these items to the tenant, the landlord has the opportunity to double check them to be sure that the amounts deducted are reasonable, accurate and reasonably necessary for a purpose specified by the security deposit statute. Before challenging the deductions, the tenant has the opportunity to review and carefully evaluate the documentation provided by the landlord. Straightforward conduct by both parties at this stage may avoid or minimize a dispute over deductions from the tenant's security deposit.

Especially in disputes about security deposits, overreaching by one party only invites the other party to take a hard line. Disputes that reach this level often become unresolvable by the parties and wind up in court.

What should you do if you believe that your landlord has made an improper deduction from your security deposit, or if the landlord keeps all of the deposit without good reason?

Tell the landlord or the landlord's agent why you believe that the deductions from your security deposit are improper. *Immediately* ask the landlord or agent for a refund of the amount that you believe you're entitled to get back. You can make this request orally or in writing, but if you request it orally you should follow up with a letter and always keep a copy. The letter should state the reasons that you believe the deductions are improper, and the amount that you feel should be returned to you. Keep a copy of your written communication. It is recommended that you send the letter (if you elected the preferred communication via letter) to the landlord or agent by certified mail and to request a return receipt to prove that the landlord or agent received the letter. Or, you can deliver the letter personally and ask the landlord or agent to acknowledge receipt by signing and dating your copy of the letter.

If the landlord or agent still does not send you the refund that you think you are entitled to receive, try to work out a reasonable compromise that is acceptable to both of you. You also can suggest that the dispute be mediated by a neutral third person or agency . You can contact one of the agencies listed under "Getting Help From A Third Party" for assistance. If none of this works, you may want to take legal action. If you believe there is evidence that the landlord has engaged in "bad faith retention" of some or all or your deposit, the security deposit law contains a provision that may cause the landlord to be more willing to settle the matter, rather than taking it to court. You can request that the court, or the court on its action, can award up to twice the total security deposit as statutory damages if the court finds that the landlord is engaged in such "bad faith" action (see further discussion below).[332] Making sure the landlord is aware of this provision may lead them to be more inclined to resolve the dispute.

What if the landlord does not provide a full refund, or a statement of deductions and a refund of amounts not deducted, by the end of the 21-day period as required by law? According to a California Supreme Court decision, the landlord loses the right to keep any of the security deposit and must return the entire deposit to you.[333] Even so, it may be difficult for you to get your entire deposit back from the landlord.[334] The landlord may still claim damages for unpaid rent, repairs, and cleaning either as a defense for a set-off against the security deposit or by an affirmative counter claim against you. You should contact one of the agencies listed under "Getting Help From A Third Party" for advice.

Practically speaking, you have two options if the landlord does not honor the 21-day rule. The first step under either option is to call and write the landlord to request a refund of your entire security deposit. You can also suggest that the dispute be mediated. If the landlord presents good reasons for keeping some or all of your deposit for a purpose listed under section "Refunds of Security Deposits," it is probably wise to enter into a reasonable compromise with the landlord. This is because the other option is difficult and the outcome may be uncertain.

The other option is to sue the landlord in small claims court or Superior Court for return of your security deposit. Keep in mind that you will have to file that suit in a court with jurisdiction over either the location of the property or the location where the rental agreement was signed or otherwise entered into. This can present problems if you are moving away from the area where the property is located, especially if you are moving out-of-state. While it is recommended that an action at court be commenced promptly, you will have up to 4 years to sue pursuant to a written rental agreement and 2 years pursuant to an oral one.[335] Keep in mind that the landlord can file a counterclaim against you. In the counterclaim, the landlord can assert a right to make deductions from the deposit, for example, for unpaid rent or for damage to the rental unit that the landlord alleges that you caused. The landlord also can seek to recover for damage or unpaid rent that exceeds the security deposit. Each party then will have to argue in court why they are entitled to the deposit or, in the landlord's case, damages or unpaid rent that exceeds the security deposit.[336] Also, understand that you, as a Plaintiff in small claims court, will have no right to appeal a decision on your claim with which you disagree. You will, however, have the right to appeal the decision in a landlord's counterclaim.

Refund of security deposits after sale of building

When a rental unit is sold, the selling landlord must do one of two things with the tenants' security deposits. The selling landlord must either transfer the security deposits to the new landlord or return the security deposits to the tenants following the sale.[337]

Before transferring the security deposits to the new landlord, the selling landlord may deduct money from the security deposits. Deductions can be made for the same reasons that deductions are made when a tenant moves out (for example, to cover unpaid rent). If the selling landlord makes deductions from the security deposits, they must transfer the balance of the security deposits to the new landlord.[338] The new landlord becomes legally responsible upon receipt of the security deposit.[339]

The selling landlord must notify the tenants of the transfer in writing. The selling landlord must also notify each tenant of any amounts deducted from the security deposit and the amount of the deposit transferred to the new landlord. The written notice must also include the name, address, and telephone number of the new landlord. The selling landlord must send this notice to each tenant by first-class mail, or personally deliver it to each tenant.[340]

The new landlord becomes legally responsible for the security deposits when the selling landlord transfers the deposits to the new landlord.[341]

If the selling landlord returns the security deposits to the tenants, the selling landlord may first make lawful deductions from the deposits. The selling landlord must send each tenant an itemized statement that lists the amounts of and reasons for any deductions from the tenant's security deposit, along with a refund of any amounts not deducted.[342]

If the selling landlord fails to either return the tenants' security deposits to the tenants or transfer them to the new owner, both the new landlord and the selling landlord are legally responsible to the tenants for the security deposits.[343] If the selling landlord and the security deposits cannot be found, the new landlord must refund all security deposits (after any proper deductions) as tenants move out.[344]

The new landlord cannot charge a new security deposit to current tenants simply to make up for security deposits that the new landlord failed to obtain from the selling landlord. But if the security deposits have been returned to the tenants, or if the new landlord has properly accounted to the tenants for proper deductions taken from the security deposits, the *new* landlord may legally collect new security deposits.[345]

If the selling landlord has returned a greater amount to a tenant than the amount of the tenant's security deposit, after allowing for legitimate deductions, the new landlord may utilize this ability to collect a "*new*" deposit to recoup an amount of deposit that should otherwise be in their possession.[346]

Can the new landlord increase the amount of your security deposit? This depends, in part, on the type of tenancy that you have. If you have a fixed-term rental agreement, the new landlord cannot increase your security deposit during the term unless this is specifically allowed by the rental agreement. For periodic tenants (those renting month- to-month, for example) the new landlord can increase security deposits only after giving proper advance written notice, and if local law, such as a rent control ordinance, does not prohibit changing the terms of your tenancy or increasing the security deposit. In either situation, the total amount of the security deposit after the increase cannot be more than the legal limit. The landlord normally cannot require that you pay the security deposit increase in cash or electronic funds transfer without offering other options.

All of this means that it is important to keep copies of your rental agreement and the receipt for your security deposit. You may need those records to prove that you paid a security deposit, to verify the amount, and to determine whether either a previous or current landlord had a right to make a deduction from the deposit.[347]

Legal actions for obtaining refund of security deposits

Suppose that your landlord does not return your security deposit as required by law, or makes improper deductions from it. If you cannot successfully resolve the problem with your landlord, you can file a lawsuit in small claims court (for claims not exceeding $10,000) or Superior Court for the amount of the security deposit plus court costs, and possibly also a penalty and interest.[348] If your claim is for a little more than $10,000, you can waive (give up) the extra amount and still use the small claims court. For amounts greater than $10,000, you must file in Superior Court, and you ordinarily will need a lawyer in order to effectively pursue your case. In such a lawsuit, the landlord has the burden of proving that his or her deductions from your security deposit were reasonable.[349]

If you prove to the court that the landlord acted in “bad faith” in refusing to return your security deposit, the court can order the landlord to pay you the amount of the improperly withheld deposit, plus up to twice the amount of the security deposit as a “bad faith” penalty. The court can award a bad faith penalty in addition to actual damages whenever the facts of the case warrant—even if the tenant has not requested the penalty.[350] These additional amounts can also be recovered if a landlord who has purchased your building makes a “bad faith” demand for replacement of security deposits. The landlord has the burden of proving the authority upon which the demand for the security deposits was based.[351]

Whether you can collect attorney’s fees if you win such a suit depends on whether the rental agreement contains an attorney’s fee clause.[352] If the rental agreement contains an attorney’s fee clause, you can claim attorney’s fees as part of the judgment, even if the clause states that only the landlord can collect attorney’s feess.[353] However, you can only collect attorney’s fees if you were represented by an attorney.[354]

TENANT’S DEATH

If a tenant dies during the term of the tenancy, the tenant’s estate as overseen by an executor or administrator will be responsible financially for rent through the remainder of the term, despite the tenant’s death. For instance, if the tenant had a **fixed term rental agreement** (i.e., a rental term of six months or one year)) and dies, the tenant’s estate will be responsible for the remainder of the six-month or one-year rental term. The tenant’s estate may surrender the tenancy and return possession back to the landlord, but the tenant’s estate will remain responsible financially unless and until the landlord re- lets the rental unit. The landlord must make a good faith effort to re-let the unit to minimize or eliminate the liability of the tenant’s estate for future rent. If the tenant had a periodic tenancy (i.e., week to week or month to month) and dies, the tenancy is terminated (ended) by notice of the tenant’s death and the tenancy ends on the 30th day following the tenant’s last payment of rent before the tenant’s death.[355] No notice (other than the notice to the landlord of the tenant’s death) is required to terminate the tenancy.[356] There still might be issues involving the return of the tenant’s personal belongings after the termination of the tenancy.

Moving out at the end of a rental agreement

A fixed-term rental agreement expires automatically at the end of the term unless the terms of the agreement provide otherwise.[357] At the expiration of the fixed-term rental agreement, the tenant is expected to renew the rental agreement (with the landlord’s consent) or move out if the tenancy is not covered by just cause for eviction protections, such as a local rent-control ordinance, just cause ordinance, or the Tenant Protection Act of 2019 (the “Tenant Protection Act”). The Tenant Protection Act covers all tenancies where the tenant has resided at the rental unit for more than 12 months or 24 months if an adult tenant has been added to the rental agreement in the last 12 months.[358] If the tenancy is subject to just cause for eviction protections, the tenancy continues on a month-to-month basis at the end of the rental term and will continue until either the tenant gives notice of move-out or the landlord has a valid reason under the law to terminate the tenancy.

Most fixed-term rental agreements do not require a tenant to notify their landlord at the expiration of their rental agreement that they do not intend to renew. As a courtesy, however, the tenant may want to consider giving the landlord notice that they intend to move out and not renew their rental agreement.

If you do not have just cause eviction protections and continue living in the rental unit after the rental agreement expires, the landlord has two options. The landlord can proceed with an eviction proceeding to remove you from the rental unit or treat you as a holdover tenant. If the landlord accepts rent from you after the end of your term, you will automatically become a holdover tenant and can continue legally to occupy the rental unit. Your new tenancy will be a periodic tenancy and the length of your tenancy will be determined based on the length of time between your rent payments (for example, monthly rent payments result in a month-to-month tenancy). With the exception of the rental term, which is now a periodic tenancy, all other provisions of the rental agreement will remain in effect[359] Keep in mind that if the tenancy becomes a periodic one, the terms can be changed with proper written notice as allowed by law.[360]

For rental units not covered by a local rent-control ordinance, just cause ordinance, or the Tenant Protection Act of 2019, the landlord can file an eviction lawsuit immediately without giving you notice if you do not move out at the expiration of your rental term and the landlord refuses to accept rent after the rental term expires.

Important: If the tenant wants to renew his/her rental agreement, the tenant should begin negotiating with his/her landlord in plenty of time before the rental term expires. Both the landlord and tenant will have to agree to the terms of a new rental agreement. This process may take some time if one or both parties wants to negotiate different provisions in the new rental agreement. If the tenant has just cause eviction protections, the tenant may not be required to renew his/her tenancy and sign a new rental agreement unless the landlord presents the tenant with a new lease containing terms substantially similar to the expiring rental agreement.

Special Rules for Tenants in the Military

A servicemember may terminate (end) a rental agreement any time after entering the military or after the date of the member's military orders. This right applies to a tenant who joins the military after signing a rental agreement, and to a servicemember who signs a rental agreement and then receives orders for a change of permanent station or deployment for at least 90 days.

The servicemember must give the landlord or the landlord's agent written notice of termination and a copy of the orders. The servicemember may personally deliver the notice to the landlord or agent, send the notice by private delivery service (such as FedEx or UPS), or send it by certified mail with return receipt requested. Proper termination relieves a servicemember's dependent, such as a spouse or child, of any obligation under the rental agreement.

When rent is paid monthly, termination takes effect 30 days after the next rent due date that follows delivery of the notice. Rent must be paid on a prorated basis up to the date that the termination takes effect. If rent or lease amounts have been paid in advance for any period following the effective date of termination, the landlord must refund these amounts within 30 days after the effective date.[361]

> **Example:** The servicemember pays $600 rent on the tenth of each month under the terms of his or her lease. The servicemember pays the rent on June 10, and then personally gives the landlord proper notice of termination on June 15. The date that termination takes effect is August 9 (30 days after the July 10 rent due date). The servicemember must pay $600 rent on July 10 for the period from July 10 through August 9. By September 8, the landlord must return any rent paid in advance for the period after the effective date of termination. The landlord also must return any "lease amounts paid in advance" (such as the unused portion of the servicemember's security deposit) by September 8.

THE INVENTORY CHECKLIST

You and the landlord or the landlord's agent can use the inventory checklist to both document the condition of the unit when you move in and again if you request, as recommended, an initial inspection of the rental unit before you move out. The landlord is not obligated to participate in using the "Condition Upon Arrival" portion of the checklist at move-in, but it is still good practice for a tenant to use it, along with taking date stamped pictures, to document any pre-existing deficiencies or lack of cleanliness.

For the initial move-out inspection, you and the landlord or agent should agree on a mutually convenient date and time for the inspection during the last two weeks before the end of the tenancy or the term. It is recommended that tenants not wait until the last day of the tenancy to schedule their inspections because tenants may find themselves without time to repair or clean items noted during the inspection. You and the landlord or agent should walk through the rental unit at that time and complete the "Condition Upon Initial Inspection" portion of the checklist.

After you have moved out, the landlord can use the “Condition Upon Departure” portion of the checklist to conduct the final inspection. Most landlords prefer to conduct their final inspection after the tenant has removed all of his/her belongings and returned legal possession of the unit to the landlord. Although landlords are not required by law to permit tenants to attend the final inspection, if possible, it is recommended that tenants try to be present when the landlord conducts his/her final inspection. Prior to moving out, tenants are encouraged to clean the rental unit and repair damaged or broken items to improve the likelihood of receiving a full refund of their security deposit.

Both you and the landlord or agent should sign and date the inventory checklist after each inspection. (The landlord or agent should sign the checklist even if you’re not present.) Be sure to get a copy of the signed form after each inspection.

See additional suggestions under “Inventory Checklist” and “Refunds of Security Deposits.”

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[253] Civ. Code § 1946.
[254] Civ. Code § 1946.1(e).
[255] Civ. Code § 1946.
[256] Civ. Code § 1946.
[257] Rosenquest & Portman, The California Landlord’s Law Book: Rights & Responsibilities, 19th Ed., page 398 (NOLO Press 2021).
[258] Civ. Code § 1962(f).
[259] Civ. Code § 1946.7(d).
[260] Civ. Code § 1946.7 (f)(2).
[261] Civil Code § 1946.7(k)
[262] Civ. Code § 1946.7(e).
[263] Code Civ. Proc. § 1161.3.
[264] Civ. Code § 1946.8.
[265] Civ. Code §§ 1941.5(c) and 1941.6(c).
[266] 34 U.S.C. § 12491. For the purposes of VAWA, the following definitions apply. “Domestic violence” is defined as “felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the
[267] Civ. Code § 1946.1(b).
[268] Civ. Code § 1954.535.
[269] Civ. Code §§ 1946 and 1946.1(c).
[270] Civ. Code § 1946.1(d).
[271] Civ. Code § 1946.2(a) and (b).
[272] Civ. Code § 1946.2.
[273] Civ. Code §§ 1946.1(f) and 1162(a).
[274] Civ. Code § 1946.1(h).
[275] Code Civ. Proc. § 12a. See Moskovitz et al., California Landlord-Tenant Practice, § 8.97 (Cont.Ed.Bar 2021) on whether service of the 30-day notice by mail extends the time for the tenant to respond.
[276] Civ. Code § 1946.1(e).
[277] Civ. Code § 1942.5.
[278] Project-based Section 8: 12 U.S.C.A. §§ 1715z-1b(a) (definition of “multifamily housing project”); 1715z-1b(b)(3) (lease must provide that tenant may be evicted only for good cause); Section 8 Housing Choice Voucher Program: 42 U.S.C.A. §§ 1437f(d)(1)(B)(ii), (iii), (v), 1437f(o)(7)(C), (D); LIHTC program: 26 U.S.C.A. § 42(h)(6)(E)(ii). For LIHTC units, see also California Tax Credit Allocation Committee, Compliance Online Reference Manual, at 12.
[279] California Practice Guide, Landlord-Tenant, §§ 12:200, et seq (Rutter Group 2021). See this chapter for an in-depth discussion of the Section 8 housing program.
[280] California Practice Guide, Landlord-Tenant, § 12:203 (Rutter Group 2021).
[281] Civ. Code § 1954.535.
[282] 24 Code of Federal Regulations 982.310(e), Tenancy Addendum - Section 8 Tenant-Based Assistance - Housing Choice Voucher Program (HUD-52641-A); California Practice Guide, Landlord-Tenant, §§ 12:210-12:211 (Rutter Group 2021).
[283] Civ. Code § 1954.535; Wasatch Property Management v. Degrate (2005) 35 Cal.4th 1111.
[284] California Practice Guide, Landlord-Tenant, § 12:211 (Rutter Group 2021).
[285] 24 Code of Federal Regulations 982.310(f).
[286] Civ. Code § 1946.2(b).

[287] Civ. Code § 1946.2(d)(3).
[288] Civ. Code § 1946.2(b).
[289] Civ. Code § 1946.2(b).
[290] Civ. Code § 1946.2(b)(1).
[291] Civ. Code § 1946.2(b)(2).
[292] Civ. Code § 1946.2(c).
[293] Civ. Code § 1946.2(d).
[294] Civ. Code § 1946.2(a).
[295] Civ. Code § 1950.5(b) and (c)(3).
[296] Civ. Code § 1950.5(b)(3).
[297] Civ. Code § 1950.5(b)(3) and (e).
[298] Civ. Code § 1950.5(b)(3) and (e).
[299] Civ. Code § 1950.5(m).
[300] Civ. Code § 1950.5(g)(1).
[301] Ibid.
[302] Civ. Code § 1950.5(g)(6).
[303] Civ. Code § 1950.5(g)(2).
[304] Civ. Code § 1950.5(g)(2).
[305] Civ. Code § 1950.5(g)(3).
[306] Civ. Code § 1950.5(g)(4).
[307] Civ. Code § 1950.5(g)(4)(B). Civ. Code § 1950.5(g)(2) describes the tenant's right to receive receipts. The waiver must "substantially include" the text of § 1950.5(g)(2). See Appendix 5.
[308] Civ. Code § 1950.5(g)(5).
[309] Civ. Code § 1950.5(f)(1). The landlord is not required to perform an initial inspection if the landlord has served the tenant with a three-day notice because the tenant has failed to pay the rent, violated a provision of the lease or rental agreement, materially damaged the property, committed a nuisance, or used the property for an unlawful purpose.
[310] Civ. Code § 1950.5(f)(1).
[311] *Ibid*.
[312] Weaver, California Tenants' Rights, 23 rd Ed., pages 231-232 (NOLO Press 2022).
[313] Civ. Code § 1950.5(f)(1).
[314] Civ. Code § 1950.5(f)(2).
[315] Civ. Code § 1950.5(f)(2), referring to Civ. Code § 1950.5(b)(1)-(4). See Appendix 5.
[316] Civ. Code § 1950.5(b)(2) and (e). See discussion in "Suggested Approaches to Security Deposit Deductions" sidebar pages 89-91.
[317] Civ. Code § 1950.5(f)(3).
[318] Civ. Code § 1950.5(e), (f)(4) and (f)(5).
[319] Civ. Code § 1950.5(b) and (e).
[320] Civ. Code § 1950.5(g).
[321] Civ. Code § 1950.5(b) and (e).
[322] Civ. Code § 1950.5(b),(e) and (f)(4).
[323] Civ. Code § 1950.5(b)(3).
[324] Civ. Code § 1950.5(e).
[325] Civ. Code § 1950.5(f)(5).
[326] Civ. Code § 1950.5(e).
[327] Civ. Code § 1950.5(b)(3).
[328] Civ. Code § 1950.5(e).
[329] Civ. Code § 1950.5(e).
[330] Rosenquest & Portman, The California Landlord's Law Book: Rights & Responsibilities, 19th Ed., pages 425 (NOLO Press 2021).
[331] Rosenquest & Portman, The California Landlord's Law Book: Rights & Responsibilities, 19th Ed., pages 426 (NOLO Press 2021).
[332] Civ. Code § 1950.5(l).
[333] *Granberry v. Islay Investments* (1995) 9 Cal.4th 738, 745; California Practice Guide, Landlord-Tenant, § 2:783 (Rutter Group 2021).
[334] Weaver, California Tenants' Rights, 23rd Ed., page 232 (NOLO Press 2022).
[335] Code Civ. Proc. §§ 337 and 339.
[336] *Granberry v. Islay Investments* (1995) 9 Cal.4th 738, 749-750; Weaver, California Tenants' Rights, 23rd Ed., pages 236-237. (NOLO Press 2022). In simplest terms, the landlord must convince the judge that the damage occurred, and that the amount claimed is reasonable and is a proper deduction from the security deposit. The tenant then must prove that the landlord's conduct makes it unfair to allow the deductions from the deposit (for example, because the landlord waited too long to claim the dama
[337] Civ. Code § 1950.5(h).
[338] Civ. Code § 1950.5(e) and (h)(1).
[339] Civ. Code § 1950.5(k).
[340] Civ. Code § 1950.5(h)(1).
[341] Civ. Code § 1950.5(k).
[342] Civ. Code § 1950.5(e),(g) and (h)(2).
[343] Civ. Code § 1950.5(j). Exception: pursuant to Civ. Code § 1050.5(j)(3), If the new landlord acted in the

good faith belief based upon an inquiry and reasonable investigation that the old landlord properly complied with the transfer or refund requirement, the new landlord is not jointly liable with the old landlord.

[344] Weaver, California Tenants' Rights, 23rd Ed, page 233 (NOLO Press 2022).

[345] Civ. Code § 1950.5(j).

[346] California Practice Guide, Landlord-Tenant, § 2:810 (Rutter Group 2021).

[347] Civ. Code § 1950.5(o) (describes evidence that proves the existence and amount of a security deposit).

[348] Civ. Code § 1950.5(n); Code Civ. Proc. § 116.221.

[349] Civ. Code § 1950.5(l).

[350] Civ. Code § 1950.5(l).

[351] Civ. Code § 1950.5(l).

[352] Code Civ. Proc. §§ 1032(b) and 1033.5(a)(10)(A).

[353] Civ. Code § 1717.

[354] *Jacobson v. Simmons Real Estate* (1994) 23 Cal.App.4th 1285; Trope v. Katz (1995) 11 Cal.4th 274; California Practice Guide, Landlord-Tenant, §§ 9:391-9:391.6b (Rutter Group 2021).

[355] Civ. Code § 1934.

[356] *Miller & Desatnik Management Co. v. Bullock* (1990) 221 Cal.App.3d Supp. 13, 18-19; Rosenquest & Portman, The California Landlord's Law Book: Rights & Responsibilities, 19th Ed., pages 410 (NOLO Press 2021).

[357] Civ. Code § 1933.

[358] Civ. Code § 1946.2(a).

[359] Civ. Code § 1945; Weaver, California Tenants' Rights, 23rd Ed., page 212 (NOLO Press 2022).

[360] Civ. Code § 827.

[361] Servicemembers Civil Relief Act, 50 U.S.C § 3955(f); California Practice Guide, Landlord-Tenant, § 7:328.3 (Rutter Group 2021).

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