SECURITY DEPOSIT REQUIREMENTS

What is a security deposit?

Money given to a landlord to pay for damages by the tenant. A security deposit is always fully refundable if the tenant fulfills their obligations under the lease or rental agreement. The landlord cannot make the security deposit non-refundable.

How much money can the landlord require for a security deposit?

State law limits the amount the landlord can collect as a deposit ***(California Civil Code § 1950.5 (c)).***

A landlord can charge the following security deposit:

- The landlord cannot demand a security deposit greater than one months' rent regardless of whether the unit is furnished or not.

- Small-scale landlords who own no more than two residential properties and a total of four units can request up to two months' rent as a security deposit.

- If the prospective tenant is a service member, then the landlord can continue to demand up to two months' rent as a security deposit. The new law does not change for service members.

If the landlord collected a security deposit prior to July 1, 2024, it was most likely a larger security deposit as allowed by law at that time. This updated security deposit law does not require landlords to refund the resident any portion of a security deposit properly collected from the resident prior to July 1, 2024 that exceeds one month's rent before the end of tenancy.

Any Landlord Collecting a Security Deposit Must Take Photographs of the Unit

For tenancies that begin on or after July 1, 2025, the landlord must take photographs of the unit immediately before, or at the start of, the tenancy. In addition, effective April 1, 2025, a landlord who collects a security deposit must take photographs of the unit:

- Immediately before, or at the start of the tenancy.
- Within a reasonable time after the unit is returned to the landlord, but prior to any repairs or cleaning for which the landlord will make a deduction from the security deposit.
- Within a reasonable time after repairs or cleaning are completed.

With limited exceptions, the landlord must provide copies of these photographs, along with a written itemized disposition of the security deposit to the departing tenant by mail, email, computer flash drive, or by providing a link where the resident may view the photographs online. The itemized statement and other documentation can only be personally delivered or sent by mail unless the resident agrees to receive them by email.

Returning Security Deposits

Within 21 days after vacating the premises, the landlord must:

- Notify the tenant regarding the status or disposition of their security deposit.
- Refund the deposit with an explanation of the deductions.
- Provide an itemized list of all deductions (over $125) with copies of receipts/invoices for costs related to cleaning and repairs. If repairs cost less than $125, the landlord must send you an itemized statement but not copies of invoices or receipts.

The law allows the landlord to send an interim accounting within that time, if there is good cause for delays due to more work to be done that can affect the amount of the deposit being returned. The landlord will then need to send a final accounting within 14 days of completion.

If the landlord withholds the security deposit in bad faith, the court may award the tenant up to twice the amount of the security deposit plus any monetary damages the tenant suffered.

Allowable Deductions from a Security Deposit *(California Civil Code Sections 1946.2(a) and 1950.5 (b) and (c))*

1. Unpaid rent
2. Leaving the rental less clean than when you moved in
3. Repair of damages, beyond normal wear and tear, caused by the tenant or the tenant's guests
4. If the lease allows it, for the costs of restoring or replacing furniture, furnishings or other items or personal property (including keys), other than because of normal wear and tear.

Security Deposit Disputes

If a tenant disagrees with the landlord's decision to keep any or all of a deposit, the following options are suggested:

- Write a letter to find out why the deposit was not refunded. Keep a copy of the letter.
- If the landlord has deducted any amount for repairs or cleaning that is considered within normal wear and tear, contact the landlord in writing and ask for payment of the disputed amount.
- If the landlord does not respond or if the response is not satisfactory, consider meeting with the landlord in person, either on your own or in a mediation setting. Contact Yolo Conflict Resolution Center at www.yolocrc.org for more information about mediation.
- If you cannot resolve the dispute informally or through mediation, you will have to file a claim in court, (Small Claims Court if the amount is under $10,000). Contact the Superior Court of California County or Yolo Self-Help Center at www.yolo.courts.ca.gov/self-help. **The City of Davis does NOT provide mediation or legal services.**
- If you are looking for free or low-cost legal services and you are an undergraduate student at UC Davis, contact ASUCD at hq@asucd.ucdavis.edu. If you are a graduate student at UC Davis, contact the Graduate Student Association. If you are a senior or a low-income household contact Legal Services of Northern California at (530) 662-1065.

Tenants' Rights and Landlord's Responsibilities

Initial Move-Out Inspection

A tenant has the right to request that the landlord conduct a walkthrough of the rental unit during the last 14 days of their tenancy. This helps the tenants know ahead of time what repairs, if any

are necessary. Therefore, do not wait until the last day before you leave to request this if you intend to make repairs. The landlord must perform an initial inspection as described above if requested by the tenant. However, a landlord cannot conduct an initial inspection unless the tenant requests one. It may be beneficial to schedule this so you can be available for the inspection. A landlord cannot insist you move your belongings out before the initial inspection or refuse the initial inspection if you do not move your belongings out.

Writing and Mailing the Security Deposit Check

Often, the landlord will write the security deposit check out to one person even if there are multiple roommates. The landlord may choose to, but is not required, to write each roommate a separate check. Tenants should decide whom the check will be sent to and how the money will be dispersed.

Tenants need to provide their landlord with a forwarding address to return their security deposit. If one is not provided the landlord should send the security deposit to the rental address to see if the tenant left a forwarding address. If the check is returned, the landlord should hold the check in the returned envelop in case the tenant decides to take the landlord to court for not returning their deposit.

Common Security Deposit Deductions that Cause Disputes

Cost of Cleaning

A landlord can withhold from the security deposit ONLY those amounts that are necessary and reasonable, and NOT a result of "ordinary wear and tear."

"The landlord shall not require a tenant to pay for, or assert a claim against the tenant or the security for, professional carpet cleaning or other professional cleaning services, unless reasonably necessary to return the premises to the condition it was in at the inception of tenancy exclusive of ordinary wear and tear" CA Civil Code Section 1950.5 (e) (2) (C)

According to the California Tenants' Handbook: "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 form wall, 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 exist 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."

Carpets and Drapes

A landlord cannot charge for normal wear and tear but can charge for large rips or indelible stains that did not exist prior to tenancy. According to the California Tenants' Handbook: "One common method for 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."

Many landlords find they need to replace carpets in their rental units about every 5 years and drapes every 10 years.

Painting Walls & Damage to Walls

According to the California Tenants' Handbook, one approach for determining the amount that the landlord can deduct for repainting is based on the length of the tenant's stay. This approach assumes that interior paint has a two-year lifespan. Some landlords assume that interior paint has a life of three to five years.

Length of Stay	**Deduction**
Less than 6 months	full cost
6 months to 1-year	two-thirds of cost
1 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 of 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. This is particularly true when the landlord has a standard business practice of repainting the units between most tenancies.

Minor marks of nicks in the 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 property if the rental unit needed repainting anyway. Generally, large marks or paint gouges are the tenant's responsibility."

Please visit the City of Davis at www.cityofdavis.org and search California Tenants' Handbook for more information.