

ASUC
Renters Legal Assistance
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GETTING YOUR DEPOSIT BACK

FACTS YOU SHOULD KNOW:

1. **Under California Civil Code Section 1950.5**, the landlord is required to return your security deposit within 3 weeks of the date you end your tenancy. An exception to this time limitation may be made if your landlord has not been able to complete repairs for which you are responsible before the three week limitation is up. Your landlord must, however, let you know why she or he is delaying the return of your security deposit.
2. **In cities under rent control ordinances**, such as Berkeley, the landlord is required to pay you any interest earned on your deposit since the last time the interest on your deposit was refunded to you.
3. **If the landlord withholds any part of your deposit**, he/she must provide you with an itemized list of deductions, including the dollar amounts for each item, and return any unused portion of your deposit. This itemized list and/or your deposit must be mailed to you by your landlord either by first class mail or delivered in person.
4. **If your landlord required you to pay the last month's rent in advance**, he/she cannot use that portion of your deposit for anything other than last month's rent. That is to say, your landlord cannot deduct from your last month's rent to compensate for damages if the cost of those damages exceed the amount your landlord charged as a security deposit. Your landlord may, however, sue to recover for additional damages.

IF YOUR LANDLORD FAILS TO RETURN YOUR DEPOSIT:

If your landlord fails to return either your deposit or provide an itemized list of the reasons why your deposit was not returned within three weeks, here are some actions that you can take:

1. Write a letter demanding that your landlord comply with the California Civil Code Section 1950.5. This letter should state that if your deposit is not returned within a "reasonable" period of time (two weeks, for example), you will take legal action. Sample letters are available at the office of the Renter's Legal Assistance for you to refer to.

If your landlord does not respond satisfactorily to this letter, two other legal options are available:

2. You can ask an attorney to write your landlord a letter demanding your deposit back. Although this solution costs money, it is often sufficient to get your landlord to return your deposit.

3. If the amount of money in dispute is less than \$5,000, you may sue your landlord in small claims court. If you decide to use this option, and you believe your landlord acted in bad faith, you can ask the court to grant you up to \$600 in punitive damages. In addition, you can ask the court to grant you interest on your deposit in the amount of 2% per month from the time your deposit should have been returned. While punitive damages and interest are seldom granted in these cases, it is a good idea to sue for the maximum possible amount in order to inspire your landlord to return your deposit rather than risk losing additional money in court. In any case, your landlord must prove that any amount he/she deducted was reasonable.

Remember, unless your landlord makes legal deductions, the security deposit he/she is holding is your money.

Sample Letter Demanding Your Security Deposit

Leon Hernandez
1234 ABC Street
Anywhere, CA 99999
November __, 20__

Landlord
321 XYZ Street
Somewhere, CA 98888

Dear Mr./Ms. Landlord,

As you know, until August __, 20__, I resided in Apartment #__ at 1234 ABC Street and regularly paid my rent to you. When I moved out, I left the unit cleaner than when I moved in. However, as of the date of this letter, I have not received my security deposit of \$____, nor have I received an itemized explanation as to the use of my security deposit. Please be aware that I understand my rights under California Civil Code 1950.5.

Please return my security deposit, or an itemized explanation, or a combination of the two within 2 weeks. Should you not comply, I will regard your retention of my deposit as showing bad faith on your part and will sue you for the return of the deposit, as well as \$600 in punitive damages, as allowed by Civil Code 1950.5 in “bad faith” cases.

Sincerely,

Leon Hernandez