



# Security Deposits

A security deposit is any payment, fee, deposit, or charge collected at the start of a tenancy, minus the first month's rent.

## Before Moving In

If the lease began prior to July 1, 2024, security deposits should not exceed twice the monthly rent for an unfurnished unit or three times the monthly rent for a furnished unit. If the lease began on or after July 1, 2024, security deposits should not exceed one month's rent unless the owner is a small landlord.

Small landlords are comprised of natural persons, or a trust or limited liability corporation composed only of natural persons who own no more than two rental properties with a collective total of four units. These owners can continue using the two months' rent limit for security deposits.

Regardless of the owner's status, they cannot charge military personnel more than one month's rent for a security deposit.

Security deposits in Oakland do not accrue interest.

## During Tenancy

During tenancy the property owner may use the tenant's security deposit to cover certain expenses.

Money from a security deposit may be used to:

- Cover rent defaults;
- Perform necessary cleaning or repairs beyond ordinary wear and tear;
- Restore the unit to its original level of cleanliness as it was at the start of the tenancy; and
- If allowed by the lease, cover the cost of restoring or replacing personal property, such as furniture, or keys.

## Ending the Tenancy

If the tenant plans on vacating the unit, they must provide 30-days' written notice to the property owner.

Within the last two weeks of tenancy, the property owner must notify the tenant in writing of their right to request an inspection of the unit. The purpose of the inspection is to identify any necessary cleaning and/or repairs beyond ordinary wear and tear, to be performed by the tenant, in order to avoid deductions made against their security deposit.

Within 21 days of the tenant completely vacating the property, the property owner must either:

- Return the full security deposit, or
- Return the remaining security deposit minus any deductions. If the total deductions exceed \$125, the property owner must provide the tenants an itemized list of the deductions, along with supporting documentation, such as copies of invoices, estimates, receipts, etc.



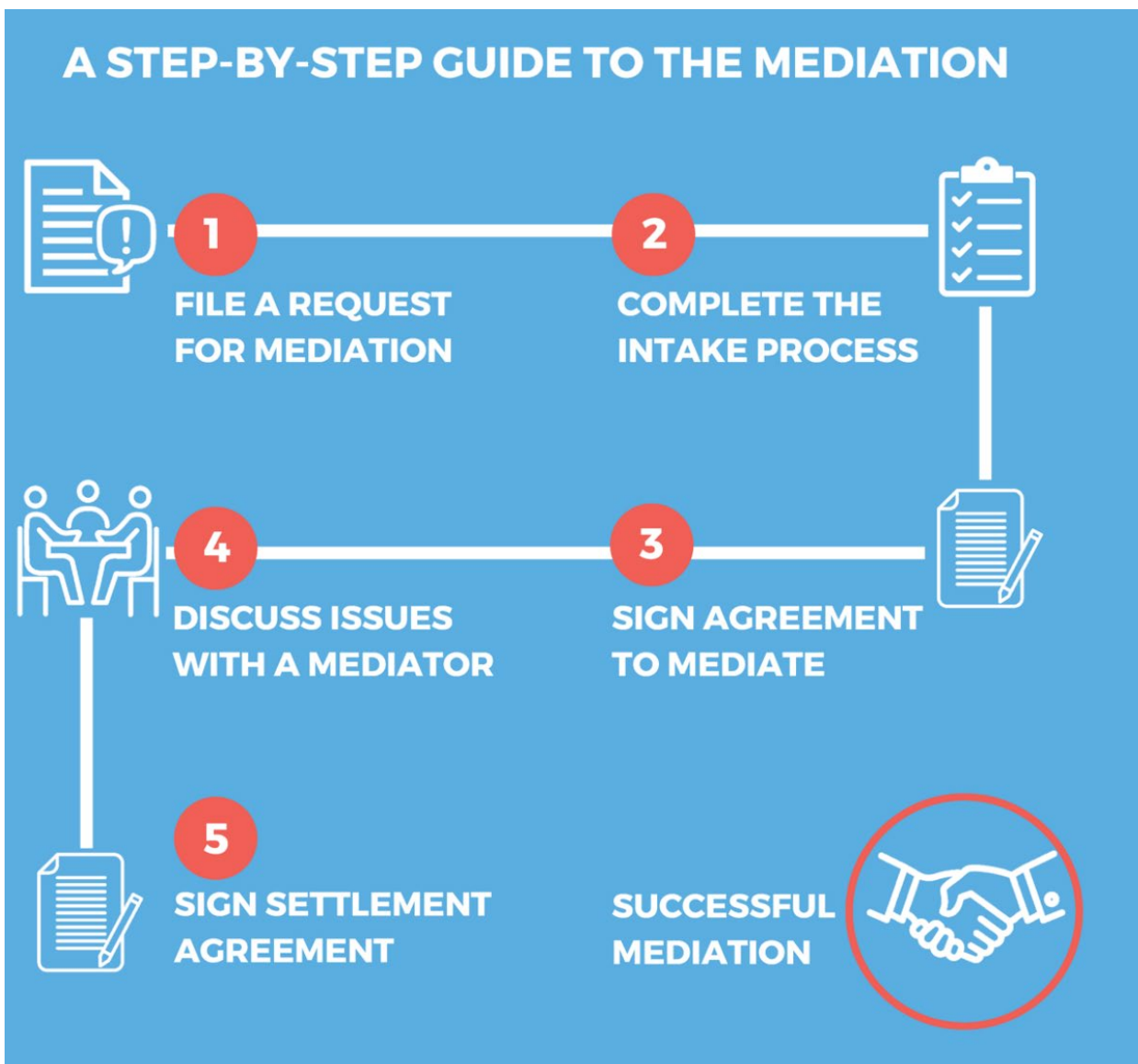
### Disputes

If the property owner fails to return the security deposit or itemized statement with deductions within 21 days of the tenant vacating the property, the tenant can write a letter to the property owner to request the return of their full security deposit.

If the property owner does not comply, the tenant may sue for the amount in Small Claims Court (if the amount is less than \$10,000) where they may ask for up to twice the amount of the deposit if the property owner withheld the deposit in bad faith.

Alternatively, tenants and property owners may also utilize RAP's mediation services to resolve disputes related to the failure to return a security deposit.

### RAP Mediation Process



250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721



Date: \_\_\_\_\_

Dear \_\_\_\_\_:

Until recently, I was a tenant at \_\_\_\_\_, California. When I moved in on \_\_\_\_\_, I paid a security deposit in the amount of \$\_\_\_\_\_.

I moved out on \_\_\_\_\_.

California Civil Code § 1950.5 requires that a property owner, within 21 days of a tenant's vacating a unit, either returns the full security deposit to the tenant or provides the tenant with an itemized statement of any lawful deductions made and return the balance of the security deposit.

As of today, I have received neither my security deposit nor a written accounting of it. Please return my security deposit within five business days. If I do not receive my full deposit by \_\_\_\_\_, I will have no alternative but to file a small claims complaint against you to recover both my security deposit and also twice the amount of my security deposit in statutory damages as provided by California Civil Code § 1850.5(1).

Please return my deposit to the following address: \_\_\_\_\_  
\_\_\_\_\_.

Sincerely,

\_\_\_\_\_



Date: \_\_\_\_\_

Property Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Re: 30-day notice to vacate rental unit at: \_\_\_\_\_

Dear \_\_\_\_\_:

I have been a tenant at \_\_\_\_\_, Oakland, CA 946\_\_\_\_, since \_\_\_\_\_.

I write to provide you with notice that I/we will be permanently vacating this rental unit by the following date: \_\_\_\_\_.

I would like a walk-through inspection of this rental unit, as required by California Civil Code § 1950.5(f), during the last two weeks of my tenancy, so that we can review the condition of the unit and identify any items that require repair/cleaning in order to avoid deductions from my/our security deposit. The following dates work for me: \_\_\_\_\_. Please notify me if any of these dates are acceptable or if we should discuss other times when you are available for a walk-through inspection.

Thank you for your attention to this matter.

Sincerely,

\_\_\_\_\_