

SAMPLE DEMAND LETTER
(fill in the blank portions to fit your case)
January __, 200__

<Owner's Name>
<Owner's Address>
<Manager/Property Mgmt Co. if any>
<Manager/Property Mgmt Co. address>

As you know, until May 31, 200____, I lived in apartment #1 at 17 Birch Rd., San Mateo, CA, and regularly paid my rent to your office. When I moved out, I left the unit clean, except for normal wear and tear. I gave you my new mailing address.

As of today, I have received neither my \$550 security deposit nor any accounting from you for that money. (OR: As of today, I have received a partial refund and I disagree with your withholding of \$200 to cover damages.) Please be aware that I know about my rights under California Civil Code Sec. 1950.5. If I do not receive my money (AND/OR: receipts proving that you repaired damages and cleaned) within 7 days of the date of this letter, I will view the retention of my deposit as showing bad faith on your part and will sue you not only for the \$550 deposit, but also for up to twice that amount plus damages under Civil Code Sec. 1950.5.

Very truly yours,

Signature of Tenant

LEGAL AID SOCIETY OF SAN MATEO COUNTY

Legal Aid Society of San Mateo County
521 East 5th Avenue
San Mateo, CA 94402
(650) 558-0915
1-800-381-8898

www.legalaidsmc.org

This pamphlet is designed to provide general information on the law, which may change. If you have a specific legal problem, you may wish to see a lawyer.

For additional information, go to:

www.dca.ca.gov/legal/landlord_book/index.html
www.sanmateotenants.org
www.lawhelpcalifornia.org

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**County of San Mateo, Redwood City
and
City of Daly City**

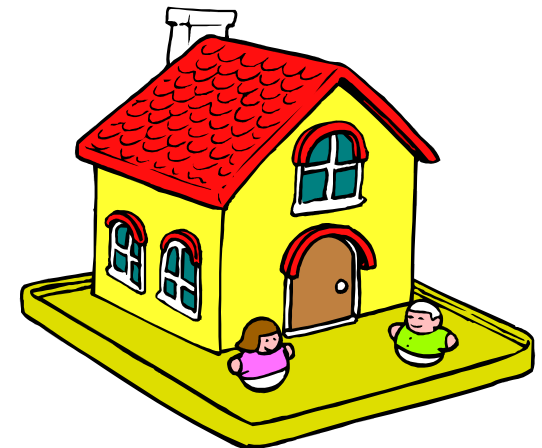
LEGAL AID SOCIETY OF SAN MATEO COUNTY

THE SECURITY DEPOSIT

*Issues in Landlord Tenant Law
Series No. 4*

Prepared by the
Legal Aid Society of
San Mateo County

June 2007



HOW MUCH CAN A LANDLORD CHARGE FOR A DEPOSIT?

The total amount of the deposit may not be more than two months' rent for an unfurnished place or three months' rent for a furnished one.

WHAT DO DEPOSITS COVER?

Deposits may be used to cover:

1. A tenant's failure to pay rent;
2. Repairs to the unit for damages caused by the tenant except for "ordinary wear and tear;" and,
3. Cleaning of the unit, if necessary, when the tenant leaves.

CAN DEPOSITS BE NON-REFUNDABLE?

No. A deposit cannot legally be "non-refundable," no matter what the lease or rental agreement says.

HOW CAN I AVOID DEPOSIT PROBLEMS?

Before moving into the unit, inspect and write down the condition of the rental unit, if possible with the landlord. List all the items in a "checklist." Be sure the landlord signs the checklist. If the landlord is not available, inspect the unit with a friend or take photographs. Keep the checklist and photos.

CAN I GET THE LANDLORD TO INSPECT BEFORE I MOVE OUT?

Before moving out, thoroughly clean the unit and arrange an inspection of the unit with the landlord. You have the right to have your landlord inspect your unit and tell you in writing of any damages or cleaning that will be charged against your deposit unless you fix the problems. This inspection must take place no more than two weeks before you move out. You may then repair any noted damages and clean the unit. Again, take photos. You should arrange another inspection with your landlord to make sure there are no disputes after you move out.

Your landlord is not required to perform an inspection if you are evicted for your wrongful actions or nonpayment of rent.

WHEN MUST THE LANDLORD RETURN MY DEPOSIT?

Within 21 days after you move, a landlord must:

1. Return the whole deposit, or
2. Give you an itemized written statement stating why all or part of the deposit is not being returned along with a refund of any remaining balance. This statement must be given to you personally or mailed to you by first-class mail. You will need to give your landlord a forwarding address for this purpose.
3. If your landlord keeps over \$125 of your deposit, your landlord must give you documents, invoices, or receipts showing the price of the supplies bought and the labor done to repair or clean your place.

WHAT IF THE LANDLORD KEEPS SOME OF MY DEPOSIT AND I DISAGREE WITH THE DEDUCTIONS?

If the landlord did not give you receipts for the work he says he did to repair or clean your place, and you disagree with your landlord's deductions for "damages," "cleaning," or "repairs," within 14 days of receiving the itemized statement, you must make a written request asking the landlord to give you the invoices, documents, and receipts that prove that he did the cleaning and repairs. The sample letter on the back of this brochure can be used for a demand for the whole deposit or proof of cleaning and repairs.

If you do not receive the balance or the receipts and documents within 7 days from the date you sent the letter, you may sue the landlord in Small Claims court. Be sure to bring the checklist, the pre-move out inspection, photos, and demand letter to court to present as part of your case.

WHAT IF THE LANDLORD DOES NOT RETURN MY DEPOSIT?

If you do not receive your deposit within 21 days after moving out, write to the landlord and demand its return. On the back of this brochure is a sample demand letter. If you do not receive your deposit within 7 days from the date you sent the demand letter, you may sue the landlord in Small Claims court. Be sure to bring the checklist, pre-move out inspection, photos, and a copy of the demand letter to court to present as part of your case. A landlord who keeps your deposit in "bad faith" may be fined up to twice the amount of your security deposit plus actual damages.