

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 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 \$600 punitive damages under Civil Code Sec. 1950.5.

Very truly yours,

Signature of Tenant

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

or

www.landlordtenantinfo.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.

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The Peninsula Community Foundation,
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LEGAL AID SOCIETY
of San Mateo County

THE SECURITY DEPOSIT

*Issues in Landlord Tenant Law
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Prepared by the
Legal Aid Society of
San Mateo County

January 2003



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.

If you are a tenant from month to month, your landlord can require you to increase your deposit at any time up to the legal maximum by giving you a 30 day written notice increasing the deposit.

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. If a lease or rental agreement says a deposit is "non-refundable, it is not legal and cannot be enforced.

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.

After moving out, thoroughly clean the unit, then arrange an inspection of the unit with the landlord. With the checklist you made moving in, note any differences found and try to work out any disputes immediately. Again, take photos.

YOUR RIGHT TO AN INSPECTION BY THE LANDLORD -

After either you or your landlord has given written notice to terminate your tenancy, or within the last two weeks of your lease, you have the right to have your landlord inspect your unit and tell you any damages or necessary cleaning that would be charged against your deposit. You may then repair any noted damages and clean the unit. You should arrange another inspection with your landlord to make sure there are no disputes after you move out.

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.

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, 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.

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

If you get back only part of your deposit and you disagree with the landlord's deductions for "damages," "cleaning," etc., you must make a formal written demand for the amount in dispute. The sample letter on the back of this brochure can be used for a demand for the whole deposit

If you do not receive the balance 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, photos, and demand letter to court to present as part of your case.