

Landlord-Tenant Security Deposits (Residential)

How much may a landlord collect from a tenant at the start of a lease or rental?

For unfurnished units a landlord may collect the first month's rent plus up to two additional months' rent as a security deposit. For furnished units a landlord may collect the first month's rent plus up to three additional months' rent as a security deposit. **Exception:** For leases of six months or more, the landlord may also retain a minimum of six months' or more advance rent. For example, in a 12-month lease, the landlord would be permitted to collect 12 months' advance rent.

On what basis may the landlord withhold or keep some or part of the tenant's security deposit?

The landlord may apply the security to 1) cleaning necessary to bring the property back to the level of cleanliness at the beginning of the rental; 2) unpaid rent that is owed; 3) damages beyond normal wear and tear; and 4) replacement of personal property items. This is not an exclusive list. It is possible for the landlord to make other reasonable deductions if justified and documented.

After the tenant vacates, how long does the landlord have to return to the tenant any unapplied portion of the security deposit?

21 days. Within this time the landlord must return the security deposit, or portion thereof, to the tenant personally or by mail. Also, within this time, the landlord must furnish the tenant with an itemized list detailing any deductions made. If the landlord does not have the tenant's forwarding address, the landlord may send it to the address vacated. C.A.R. Sample Letter, Security Deposit Return (SDR), may be used for the itemization and is available to C.A.R. members within zipForm®.

Does the itemization have to include receipts?

Yes. In all cases the landlord should include documents showing charges incurred, including bills or receipts from the vendors (and indicate the vendor name and address if not shown on the document).

Must repairs be made before a landlord may take deductions from the security deposit or may a landlord take deductions based on estimates?

To deduct from the security deposit, the landlord must actually spend the money to make repairs. However, if the repairs cannot reasonably be completed within 21 days, the landlord may deduct based upon an estimate. Even then, the repairs must still be made, and the landlord must then deliver the final receipt to the tenant within 14 days after completion of the repairs.

Does the tenant have a right to do their own cleaning or repair identified deficiencies?

Yes; however, Paragraph 32 of the C.A.R. Residential Lease (Form LR) requires any repairs to be properly made and in compliance with the following procedure: 1) Landlord to provide tenant with a pre-move out inspection notice (C.A.R. Form NRI); 2) Landlord to schedule an inspection if requested by tenant; 3) Based on the inspection the landlord will write down proposed repairs or cleaning (C.A.R. Form PMOI); and 4) Tenant then has the opportunity to remedy the identified deficiencies per the requirements of the lease.