



FAIR HOUSING OF MARIN

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FREQUENTLY ASKED QUESTIONS: SECURITY DEPOSITS

Does my landlord owe me interest on my security deposit?

No. A landlord in Marin County is not obligated to pay interest on a security deposit.

What can I do to ensure the return of my security deposit?

A landlord may only use your security deposit for four reasons: (1) to make up for rent you owe when you vacate; (2) to repair damage you caused, except for "ordinary wear and tear"; (3) to clean the apartment; and (4) to pay for your failure to replace personal property, if allowed for under your lease. Generally, a tenant is obligated to return their unit to the same level of cleanliness it was when they moved in. Before you move out, it is a good idea to schedule a walk-through inspection with your landlord so that he or she can subsequently provide you with a written list of any potential damage or cleanliness issues that should be addressed. After you've finished moving the last of your belongings, you should document that state of your unit with pictures so that you can show that you left the premises in clean, undamaged condition.

What is "ordinary wear and tear"?

A landlord cannot deduct from your security deposit for "ordinary wear and tear." Ordinary wear and tear usually includes any deterioration of the premises that occurs under normal conditions, like faded paint, scuffed floors, worn carpet, and frayed drapes. Ordinary wear and tear can happen even if a tenant cleans regularly and takes good care of the unit. In contrast, damage (for which a landlord can make deductions) usually occurs from accidents or unreasonable use of the property, and includes things like mold, carpet stains, holes in the wall from pictures, and broken windows.

What should I do if my landlord wrongfully withholds my security deposit?

Under California law, your landlord has 21 days from the date you vacate to return your security deposit. If your landlord does not return your entire deposit, he or she is obligated to provide you with an itemized statement that explains why he or she is withholding some of your deposit. This itemized statement should include receipts for work done and items purchased, if the amount withheld exceeds \$125.

If, after three weeks, your landlord has not returned either your deposit or an itemized statement of deductions, you may want to first consider making a formal, written demand for return of your security deposit. If a written demand does not result in the return of your deposit, you can sue your landlord in small claims court.

What should I do if I believe the reason my landlord withheld my security deposit was discriminatory?

If you believe your landlord wrongfully retained your security deposit based on discrimination against you because of your race, national origin, color, sex, religion, familial status, disability, sexual orientation, marital status, ancestry, age, or source of income, please contact Fair Housing of Marin at (415) 457-5025 for more information on housing discrimination complaints.

Where can I find out more information?

Check out *California Tenant's Rights* by Nolo Press, as well as California Civil Code section 1950 et seq.

Disclaimer: The opinions expressed in the above are those of Fair Housing of Marin, and do not constitute legal advice. The information is general in nature. No attorney-client relationship exists between yourself and Fair Housing of Marin. Consult with a licensed attorney for specific advice.



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