How to Manage the Tenant’s Security Deposit

Latisha’s Legal Corner

Security Deposit Use
It is common practice for landlords to require tenants to pay a security deposit before moving into a unit. The collection, use and return of a security deposit is controlled by Civil Code section 1950.5. The purpose of the security deposit is to protect the landlord against economic losses which may be caused by the tenant. The permissible uses of the security deposit, include but are not limited to, curing rent default, repairing damage, cleaning costs and paying costs of restoration to the premises. The landlord is expressly prohibited from using the security deposit for normal wear and tear and repairing any damage that pre-dated the tenant’s occupation.

Security Deposit Charges
The landlord may charge twice the rent for an unfurnished unit and three times the rent for a furnished unit. The landlord may impose an additional security charge where the tenant installs a waterbed. The landlord, however, cannot charge additional security to disabled tenants for making reasonable modifications to the unit or having a service dog. The landlord may require the disabled tenant to restore the premises and/or repair any damage caused by the service dog upon vacating.

Security Deposit Increases
The landlord may impose a security deposit increase during the term of tenancy to match a corresponding rent increase with the tenant’s consent or where the language in the lease permits. In a rent controlled jurisdiction, however, imposing a security deposit increase during the tenancy may constitute an illegal rent increase.

Deduct/Return of Security Deposit
After the landlord provides the appropriate notice to the tenant, a pre-moveout inspection of the unit may be held with or without the tenant approximately two weeks before the vacate date to identify any damage which the landlord intends to deduct from the tenant's security deposit. Upon the tenant's departure, the landlord may deduct the cost for any damage noted in the pre-moveout inspection report which the tenant did not repair.

Within 21 calendar days of the tenant's departure, the landlord must send the tenant an itemized list of deductions and repairs and any unused portion of the tenant's security deposit. The landlord does not have to provide an itemized statement of deductions and repairs where the total costs is less than $125.

Failure on the behalf of the landlord to comply with the use of and timely return of the tenant’s security deposit could result in the landlord having to return the tenant's deposit in full. Additionally, the landlord could expose himself or herself to further monetary damages for unlawfully withholding the return of the tenant’s security deposit.

Legal Disclaimer: This article is intended for informational purposes and does not constitute legal advice, if you have specific legal questions regarding your tenant’s security deposit, please contact the Law Office of Latisha McCray by phone 510-860-5330 or by email: lmccray@latishamccrayesq.com
A new California law pertaining to bed bugs may apply to our landlords, even if your unit(s) has never had any bed bugs. Please carefully review California Civil Code Sections 1954.600 – 1954.605, which requires, among other things, landlords to provide a notice to all tenants. Additional information can be found at: www.cdph.ca.gov — under the A–Z Index, select Bed Bugs. Below the general information there are clickable links to PDF files, including one entitled: Guidance for Property Owners and Tenants on the Control and Prevention of Bed Bugs Infestations in California Updated September 2017.

Monique Broussard’s Tips
Managing your rental property

Now that all the paperwork is signed and your tenant has moved in, managing your rental property will be more of a passive endeavor in some ways. However, you still need to perform regular maintenance of the rental and collect rent.

Maintaining Your Rental
A big part of your landlord responsibilities includes ensuring the property is safe, performing regular rental property maintenance and responding quickly to tenant requests. This will help prevent failed Housing Quality Inspection reports and reduce wear and tear on your rental.

Collecting Rent
There are several ways to collect the rent, but some tenants may prefer to pay online these days. There are many online options, some free or low cost, and offering this convenience to your renters can help ensure that rent is paid on time.

If rent is paid late, remind your tenants of the lease’s terms, including any late fees, to encourage timely payments. And always give formal notice of the rent being due. While you want to maintain a friendly relationship with your renters and be considerate of extenuating circumstances, this is your business, so be clear and firm about your expectations.

Ready, Set, Go!
Protect your property against wildfire danger

If you live next to a natural area, the Wildland Urban Interface, you must provide firefighters with the defensible space they need to protect your home. The buffer you create by removing weeds, brush and other vegetation helps to keep the fire away from your home and reduces the risks from flying embers.

A home within one mile of a natural area is at risk of flying embers. Wind-driven embers can attack your home. You and your home must be prepared well before a fire occurs. Ember fires can destroy homes or neighborhoods far from the actual flame front of the wildfire.

Defensible space is the required space between a structure and the wildland area that, under normal conditions, creates a sufficient buffer to slow or halt the spread of wildfire to a structure. It protects the home from igniting due to direct flame or radiant heat. Defensible space is essential for structure survivability during wildfire conditions and for the protection to firefighters defending your home.

Take these important steps:

- Remove all dead or dying vegetation.
- Trim tree canopies regularly to keep their branches a maximum of 10 feet from structures and other trees.
- Remove leaf litter (dry leaves/pine needles) from yard, roof and rain gutters.
- Relocate woodpiles or other combustible materials into Zone Two.
- Remove combustible material and vegetation from around and under decks.
- Remove or prune vegetation near windows.
- Remove “ladder fuels” (low-level vegetation that allows the fire to spread from the ground to the tree canopy). Create a separation between low-level vegetation and non-vegetative materials such as patio furniture, wood piles, swing set, etc., from tree branches. This can be done by reducing the height of low-level vegetation and/or trimming low tree branches.
- Cut or mow annual grass down to a maximum height of four inches.
- Trim tree canopies regularly to keep their branches a minimum of 10 feet from other trees.
- Loose surface litter, normally consisting of fallen leaves or needles, twigs, bark, cones, and small branches, shall be permitted to a depth of three inches if erosion control is an issue.
- Loose surface litter, normally consisting of fallen leaves or needles, twigs, bark, cones, and small branches, shall be permitted to a depth of three inches if erosion control is an issue.
- For more information, visit www.calfire.ca.gov

Bed Bug Notification
A new California law

A new California law pertaining to bed bugs may apply to our landlords, even if your unit(s) has never had any bed bugs. Please carefully review California Civil Code Sections 1954.600 – 1954.605, which requires, among other things, landlords to provide a notice to all tenants. Additional information can be found at: www.cdpsh.ca.gov — under the A–Z Index, select Bed Bugs. Below the general information there are clickable links to PDF files, including one entitled: Guidance for Property Owners and Tenants on the Control and Prevention of Bed Bugs Infestations in California Updated September 2017.
Marin Housing Authority in partnership with attorney Latisha McCray will be hosting an owner workshop on Tuesday, September 25, 2018.

**Save the Date!**
**Tuesday, September 25, 2018**

The workshop will focus on:

- Lease Enforcement
- Charging for Repairs
- Bed Bug Responsibilities

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Any Questions For Our Team?
Here is our contact information:

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