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# **CONSUMER ALERT**

## **SECURITY DEPOSITS**

### **KNOW YOUR RIGHTS AS A TENANT**

California law protects San Diego tenants by setting clear rules for how landlords can collect, hold, and return security deposits. Understanding these rules can help protect your money and ensure you receive fair treatment.

#### **SECURITY DEPOSITS ARE REFUNDABLE. A LANDLORD MAY ONLY USE THE DEPOSIT TO COVER:**

- Unpaid rent.
- The cost of repairing damages beyond normal wear and tear.
- Cleaning costs if the unit is not as clean as when you first moved in.
- Replacement or restoration of the landlord's personal property (such as furniture), but only if allowed by your rental agreement.

#### **LIMITS ON SECURITY DEPOSITS**

- Generally, a landlord may only charge a security deposit up to the amount of one month's rent.
- There is an exception that allows a "mom and pop" landlord, or small landlord, to charge up to two months' rent. This exception only applies to landlords who are natural people or a limited liability company (LLC) owned entirely by natural persons and if the landlord owns one to two residential properties that contain up to four rental units.

#### **REFUNDS AND RETURN OF DEPOSITS**

Your security deposit belongs to you, the tenant, but your landlord may hold it until you move-out. Your landlord must return any remaining portion of the security deposit not used for allowed deduction and provide you with an itemized list of deductions within 21 days after you move out.

If deductions are made:

- The statement must explain each deduction in detail unless the total is under \$125.
- If your landlord performed repairs, the statement must include the type of work done, time spent, and hourly rate.
- If someone else performed repair work, your landlord must provide a copy of the invoice or receipt and include the contractor's contact information.
- If the repair work cannot be completed within 21 days of move-out, your landlord may give you a good-faith estimate of the expected costs. After the repairs are finished, your landlord must provide a final statement and return any amount remaining of the security deposit to you within 14 days.



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## **INSPECTIONS BEFORE MOVE-OUT**

When you plan to move out, your landlord must inform you of your right to request an inspection. The inspection provides you an opportunity to address any issues and avoid potential charges against your security deposit. If you request an inspection:

- The inspection must take place within the two weeks before your move-out date.
- You have the right to be present during the inspection.
- Your landlord must identify any issues that may result in deductions to the security deposit and provide a written list of repairs, so you have the chance to fix them before being charged.

## **IF A LANDLORD VIOLATES SECURITY DEPOSIT LAWS**

### **1. Seek legal help.**

- San Diego County Bar Association: [www.sdcba.org](http://www.sdcba.org) | (800) 464-1529
- San Diego Volunteer Lawyer Program: [www.sdvlp.org](http://www.sdvlp.org) | (619) 235-5656
- Legal Aid Society of San Diego: [www.lassd.org](http://www.lassd.org) | (877) 534-2524

You may qualify for **free or low-cost legal assistance** if you cannot afford a lawyer.

### **2. Report repeated violations.** Contact the Housing Protection and Civil Code Compliance Unit (HPU) of the San Diego City Attorney's Office by filing a citizen complaint.

*\*The City Attorney's Office cannot represent individuals in personal disputes but may take legal action against landlords who repeatedly or unlawfully keep tenants' security deposits.*

### **HPU - Complaint Form**



*Please note that this is for informational purposes only and does not constitute legal advice. If you need legal guidance, consult a qualified attorney.*