

Tenant/Landlord Law

(For more information go to Rentlaw.com)

If you are renting

Before you move into a rented Home or Apartment, be sure to do a [walk thru](#) with the owner or property manager. Why? Because when you move out, the landlord may attempt to charge you for "damages" to the unit. What defines damages is often contested and the tenant, unless they have a move-in checklist and pictures, may lose out in court.

General rule of thumb - are you leaving the unit in the same condition as when you moved in? Again take pictures and have the landlord or property manager agree to the condition. Same when you leave.

A landlord can only withhold for damages only amounts that are deemed [reasonable](#) for the damage claimed. If a defect existed before you moved in, you should not be charged for that particular problem. The importance of pictures and a move-in checklist cannot be stressed enough.

Normal Wear and Tear is vague term and means different things to different people. So protect yourself.

Take pictures - use a disposable or video camera. *Pictures are worth a thousand words* and therefore, dollars. Sign and date the pictures and save them in case your landlord does not return your total security deposit.

If you do not have time, consider hiring a cleaning service so that it gets done right.

Normal Wear and Tear may include things such as faded paint - you yourself did not cause the paint to fade, thus you would not be responsible if and when the landlord decides to repaint.

Damages are actual things in the apartment that you or your guests actually break - such as a window or a hole in the wall.

One common method of calculating the deduction for replacement prorates the total cost of replacement so that the tenant pays only for the remaining useful life of the item that the tenant has damaged or destroyed.

For example, suppose a tenant has damaged beyond repair an 8 old carpet that had a life expectancy of ten years, and that a replacement carpet of similar quality would cost \$1,000. The landlord could properly charge only \$200 for the two years' worth of life (use) that would have remained if the tenant had not damaged the carpet.

Normal: (Typical)

Faded Paint. Paint may have a "useful life of 2-3 years, depending on who you ask.

However, if you paint with a better paint, wiping down the walls works well.

Old, worn carpet when you moved in or furniture marks in carpet. The natural wearing down of carpet or drapes because of normal use or aging.

Worn hinges on doors or locks. Hole or ding in wall from missing door stop. Check each door.

Broken plumbing pipes, unless you damaged them. Central drain problems, not caused by your incorrect disposal of items. Older homes with old sewer lines may get roots growing through them, clogging the system.

Dirty Blinds - as in dusty.

General dust in the apartment. Be sure to clean behind the sofa and under.

"Faded" curtains that were in the unit when you came. However, to remove curtains that you placed and did not remove, you may be charged.

Bulb that went out in the refrigerator.

Damages

-Holes in wall from hanging pictures, removal of Decals on the walls. Larger gouges etc.

-Tear in carpet, animal stains (even if landlord knew you had a pet). Burn marks - iron, cigar, cigarette, ground in stains.

-Doors with holes. Doors or windows broken. Glass etc.

-Clogged drains caused by your misuse of sinks or toilets. If you rent to women (college girls for example) be sure to remind them to dispose of feminine products in the trash, not the toilet.

-Broken or missing blinds or curtains. If they were there when you moved in, they must be there when you leave. If you don't want them, discuss this with your landlord. If he says "I don't care" send him a letter to confirm...as we discussed..

-Eliminating Flea infestations caused by tenants animals. The same for smoke damage from smoking or burning candles.

-Excessive Bathroom mildew. Use a good cleaning product like Tilex or Spray 409 weekly.

-Broken shelves in a refrigerator. Excessive dirt/dust in the refrigerator vents. This is the area under or behind the unit. Vacuuming improves performance. Every time you vacuum, vacuum around the unit,

-Excessive dirt or filth in an oven or refrigerator. Defrost the refrigerator if not frost-free.

Stoves can take 2-3 hours to clean if you have it cleaned. Use Easy-off. That's why the named it that.

California SECURITY DEPOSIT In California, a security deposit for residential property unfurnished, the security deposit may equal 2 times the rent. If furnished, the landlord may charge up to 3 times the rent.

In California, there is no such thing as a "non-refundable" security deposit. No matter what it's called—a key deposit, cleaning fee, move-in fee, closing costs, last month's rent, etc.—**all money you pay in addition to your first month's rent is refundable**. Since "nonrefundable" deposits are illegal, don't worry if your rental agreement includes a section about a "nonrefundable" deposit. This section will not be valid even if you have

signed the rental contract or agreed to it.

There is no restriction on the amount of the security deposit for the rental of a commercial property.

The Return of the Deposit: If a tenant damages the property, the landlord can deduct the cost of fixing it from the security deposit. But if the tenant returns the rental in substantially the same condition in which it was rented (less **reasonable wear and tear**), the landlord must return the deposit. A landlord can't make tenants pay for painting, new carpets or curtains, unless there was serious damage. The landlord is allowed to deduct the cost of cleaning if necessary to put the unit back to the same level of cleanliness it was in at the time the property was leased (less reasonable wear and tear).

INTEREST ON SECURITY DEPOSIT

When a tenant signs a lease, they are usually required to provide the landlord with a SECURITY DEPOSIT.

The SECURITY DEPOSIT is to ensure that when you leave, you have caused damage above normal wear and tear and paid all your rent and if responsible for any other fees such as utilities and cleaning costs if a permitted charge.

The deposit is NOT to be used to pay the last month's rent, although many tenants elect to do so. If you do so WITHOUT the landlords permission, they may be entitled to charge you a late fee - which would come out of the security deposit.