



ACCESS CENTER SMALL CLAIMS A-Z

SECURITY DEPOSIT

1. Who signed the lease agreement? **Your defendant(s) for your small claims case may be the landlord (or master-tenant) or a management company, if the management company or its agent signed your lease.**
2. Was your lease written or oral? **If you have a written lease, make sure you bring a copy to court.**
3. When did you give notice to vacate your place? **If you did not give proper notice, you may not be entitled to your deposit.**
4. How did you give notice? **The law requires notice in writing, but the court has, on occasion, accepted oral notice.**
5. Did you pay the deposit to the landlord or to someone else? **If the deposit was paid to another roommate or an outgoing roommate, the “landlord” may not be liable for its return. Your defendant may be the person you consider to be your “roommate”.**
6. Did you have a walk-through of your apartment? **The law requires the landlord to give you a walk-through if you request it. If no walk-through was conducted, the landlord may be prohibited from withholding damages to the property from your deposit.**
7. If you did a walk-through, did the landlord explain the damages that he or she is charging you? **If damages are found, you should be given an opportunity to repair them before any deductions for such repairs can be withheld from your security deposit.**
8. Were you given receipts for the work? **The law requires that you receive receipts or copies of receipts with the itemized deductions from your security deposit.**
9. Were you given any of the deposit back? **If you were given a partial return, was it by check? If so, did you get a copy of the check before you deposited that check? Having the landlord’s bank information will make collection of your judgment easier.**

10. Have you asked your landlord to return your money? **It is a good practice that you ask your landlord to pay you *before* you file a small claims case. Also, mediation is a possible option and alternative to filing a lawsuit. Inquire with the ACCESS Center for mediation referrals.**
11. Who owns the building? **It is possible that you may sue the owner of the building and the management company to get your deposit back. To find out who owns a building, go to the recorder/assessor's office in the county where the property is located.**
12. Was there a management company that accepted your rent? **If yes, consider naming the management company as a co-defendant in the case, especially if the management company signed a lease with you.**
13. During the time of your lease, did you change your rental agreement in any way? **Examples: You added a garage space, or gave up one, added a pet, added a roommate, or made any other changes to your lease that might affect the total security deposit that is in dispute. Make sure you request the most updated amount owed to you in your small claims case.**
14. The law: **If the landlord did not return your security deposit within 21 days from when you vacated the rental unit, you may ask for additional damages pursuant to California Civil Code section 1950.5(I). This statute states that you may ask for up to twice the amount of the security deposit, in addition to actual damages. Inquire with the ACCESS Center to calculate the total amount owed.**