

dispute resolution



Deposit Disputes

UNDER CALIFORNIA LAW, the provider of a rental unit is required to inform the tenant in writing of the status of the tenant's security deposit, within 21 days of a tenant's move-out (Civil Code Section 1950.5 as amended by SB444). If the provider of your rental unit doesn't let you know what has become of your security deposit within this 21-day period, you should take the steps listed below.

1. Ask the property provider, either over the phone or in writing, why there has been a delay.
2. Send the property provider a certified letter (receipt returned), either requesting that your deposit be returned to you in full or asking for an itemized list of charges for cleaning and damages. Unless you waive your rights to receipts, property providers are required to provide them for reconciliations in excess of \$125.00. Leave a copy of your letter with CHO and keep a copy for yourself. Sample letters can be found on pages 27 and 28.
3. If the property provider still does not provide a refund or an adequate accounting of your deposit, call CHO to take the first steps toward mediation. Most often, the problem is resolved here.
4. If the mediation process fails to produce an acceptable outcome, CHO will give you information that you need to file a Small Claims Court action. (More information on Small Claims Court on page 30).
5. New legislation makes it possible for a judge to award tenants up to twice the amount of the deposit in punitive damages if s/he determines that the property provider has withheld a deposit in bad faith. Judges rarely award the maximum penalty.

Common Misconceptions About Routine Maintenance

Many tenants (and landlords) are under the mistaken impression that every time a rental unit turns over, or a certain number of years have passed, the landlord must supply a new paint job or clean drapes and carpets or some other kind of refurbishing.

Unfortunately for tenants, the law almost never mandates cosmetic changes – even badly needed ones. Here are some of the common misconceptions regarding rental sprucing-up:

Paint. California landlords are not required to repaint at specified times. Unless the paint creates a habitability problem – for example, it's so thick around the window that the window can't be opened, or flaking lead paint poses obvious health risks – the landlord can just let it go.

Drapes and Carpets. As long as drapes and carpets are not so damp or full of mildew as to amount to a health hazard, and so long as carpets don't have dangerous holes that could cause someone to trip and fall, your landlord

isn't legally required to replace them.

Windows. You're responsible for fixing (or paying to fix) a broken window that you or your guest intentionally or carelessly broke. If a burglar, vandal, or neighborhood child breaks a window, however, the landlord is usually legally responsible for the repair. Broken windows can sometimes be a habitability problem.

Rekeying Door Locks. Unfortunately, landlords are not legally required to change the locks for new tenants. However, if you tell a landlord in writing that you are worried about renting a unit secured by locks for which previous tenants (and perhaps their friends) have keys, most landlords rekey the locks. (If the landlord knows of your concern but does not respond, and you are attacked or your place is burglarized by someone using an old key, the chances of a landlord being held liable in a lawsuit go way up.) California landlords must, however, at least provide door and window locks.