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- We are a non-profit organization
- We are non-partisan; we advise and assist tenants and landlords in a neutral fashion
- **DEPARTMENTS:**
- Dispute Resolution- Counseling, Conciliation and Mediation
- Housing Counseling-Foreclosure prevention, mortgage delinquency, and default counseling, reverse mortgage counseling, financial and credit counseling
- Fair Housing/ Housing Discrimination

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Our Mission

We develop and promote fairness and equality of housing opportunities for all persons and advocate peaceful resolution of disputes for community welfare and harmony.

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Tenant – Landlord Dept.

- Educates residents and housing providers on their rights and responsibilities
- Provides conciliation and mediation
- Case Management; Information and referrals
- This presentation is for educational purposes only
- Does not provide legal advice or advocacy

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Mediation and Conciliation at Project Sentinel

Conciliation –

third party neutral is active in the negotiation process and provides neutral counseling and education on the subject matter.

Mediation –

third party neutral does not make suggestions but rather facilitates a safe space for the parties to talk through their differences.

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Agenda of Topics Covered

- South San Francisco Ordinances
 - [Resolution establishing temporary and permanent relocation assistance amounts and related fees pursuant to Chapter 8.70 "Residential Tenant Relocation" of the South San Francisco Municipal Code](#)
- State Tenant Protections Assembly Bill 1482 (AB1482)
- Tenant & Landlord Common Topics

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SSF Residential Tenant Relocation (specific to substandard conditions)

- Ordinance was first adopted in 2019
- Approval of repeal and replacement on April 22, 2026
- Outlines property owner, tenant, and City obligations in cases where tenants are displaced due to unsafe or substandard living conditions
- Defines displacements, length of displacements, and relocation requirements
- Ensures assistance is provided to tenants who are displaced
- SSFMC Chapter 8.70

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State-Wide Tenant Protections – AB1482

AB1482 went into effect January 1, 2020.

- Housing providers are required to notify their tenants if they are covered or exempt in their lease agreements
- Property is older than 15 years of being built
- From August 1, 2025-July 31, 2026
 - San Francisco, Alameda, Contra Costa, Marin and San Mateo Counties: Rent Cap 6.3%
 - Other counties statewide Rent Cap: 7.7%
 - *Local Ordinances may apply and supersede state rent caps*
- Just cause- at fault or no fault
- Relocation (for no fault terminations); must be addressed in the termination notice

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California Rental Housing Laws: Tenant Protection Act

The Tenant Protection Act (TPA) regulates rent increases and terminations/ evictions, and applies generally to multi-family properties built more than 15 years ago.

NOTICE REQUIREMENTS

(Must include in rental agreements after July 2020):

- Landlords must give tenants written notice of being covered by TPA.
- Landlords of single-family houses or condos, with no corporate owners, must give tenants [written exemption notice](#). If no notice, then TPA applies unless property built less than 15 years ago.

HOUSING EXEMPT FROM TPA:

- All housing built less than 15 years ago
- Single-family house or condo with no corporate owner
- Affordable housing (except Housing Choice Voucher tenants are covered by TPA unless another exemption applies) [\[bit.ly/PS_TPA\]](#)
- See more exemptions here: [\[bit.ly/PS_194712\]](#) [\[bit.ly/PS_19462\]](#)

RENT CAP

(Civil Code 1947.12)

- SF-Oakland-Hayward: Rent increases cannot exceed 6.3%. [\[bit.ly/CARentCap8_24\]](#)
- State-wide: Rent increases cannot exceed 7.7%. [\[bit.ly/CARentCap8_24\]](#)
- No more than 2 rent increases within 12 months that do not exceed the max allowed.

Tenant Protection Act

TERMINATIONS/EVICTIONS REQUIRE JUST CAUSE

(Civil Code 1946.2) [\[bit.ly/PS_19462\]](#)

- "Just Cause" protections apply only after 12 months of tenancy.
- Written notice must specify a valid reason to terminate tenancy, either "At-fault" or "No-fault."
- At-fault just cause is violation of rental agreement (if not cured after notice).
- No-fault just cause is:
 - Withdrawal of unit from rental market.
 - Owner or family member intends to occupy unit.
 - Intent to demolish or substantially remodel unit.
 - Government order to vacate unit.
- No-Fault termination requires relocation payment to tenant equal to one month's rent (stated in written notice).

JUST CAUSE PENALTIES FOR NON-COMPLIANCE

- Termination notice is void; and owner may be liable for actual damages, attorney's fees; or triple damages and punitive damages if owner acted willfully, or with oppression, fraud, or malice.

RENT CAP PENALTIES FOR EXCESS RENT PAYMENTS

- Injunctive relief; and actual damages, attorney's fees; or triple damages and punitive damages if owner acted willfully, or with oppression, fraud, or malice.

***Note: Local ordinances more protective than TPA may apply in:
 Redwood City [\[bit.ly/RC_TP\]](#); East Palo Alto [\[bit.ly/EPA_BS\]](#); Menlo Park [\[bit.ly/MP_AB\]](#);
 Mountain View [\[bit.ly/MV_BC\]](#); Hayward [\[bit.ly/Hayward_BC\]](#); Los Gatos [\[bit.ly/LG_BC\]](#)

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Tenant Protection Act

REQUIREMENTS FOR "NO-FAULT" TENANCY TERMINATIONS

1. Owner or family member intends to occupy the unit
 - For at least 12 continuous months as primary residence.
 - Not applicable if a similar vacant unit exists at property, or if intended occupant already occupies a unit at property.
 - Only if allowed by lease, or tenant agrees (for leases after July 2020).
 - **Termination notice must include:**
 - 1) Intended occupant's name and relationship to owner; **and**
 - 2) Notice that tenant may request proof that intended occupant is an owner or related to owner.
 - Intended occupant must occupy unit within 90 days, as primary residence, for at least 12 consecutive months. If not, owner must offer the unit to the tenant at the same rent and terms in effect when vacated, and must reimburse tenant for moving expenses.
2. Intent to demolish or substantially remodel unit
 - **Termination notice must include:**
 - Statement of owner's intent to demolish or substantially remodel unit.
 - Statement that owner must offer to re-rent the unit to tenant at the same rent and terms if remodel or demolition is not commenced or completed.
 - Description of the remodel and expected duration; or expected date property will be demolished, and one of the following:
 - Copy of permits required for remodel or demolition; or
 - Copy of signed contract that details the hazardous materials abatement work to be done.
 - Notice that tenant may reoccupy unit after remodel.

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UPDATES TO LOCAL AND STATE HOUSING LAWS

- **CA Consumer Price Index – [bit.ly/3HoWCgw]**
 - The California CPI is updated on even-numbered months (mid-February, mid-April, mid-June, etc.)
- **AB2801 - Security Deposits – (Civil Code 1950.5) [bit.ly/PS_19505]**
 - Effective July 1, 2025 - landlord must take photos of unit at start of tenancy.
 - Effective April 1, 2025 - after tenant moves out, landlord must take photos before and after any repairs or cleaning to be deducted from security deposit and provide photos to the tenant along with itemized statement.
 - Tenant cannot be required to pay for professional cleaning unless reasonably necessary.
 - Maximum security deposit equal to one month's rent.
 - Exception: Landlord may collect deposit of two months' rent if:
 - Landlord owns no more than 2 rental properties with no more than 4 dwelling units.
 - Landlord is a natural person.
 - Tenant is not a military service member.
- **AB2493 - Application Screening Fees – (Civil Code 1950.6)**
 - No application screening fee if no unit is available within a reasonable period of time.
 - Application screening fees may be charged only if:
 1. Landlord returns the entire screening fee to any applicant who is not selected for tenancy; or
 2. Applications are approved in the order received based on the first applicant to meet the landlord's established screening criteria; and Applicant receives a copy of the screening criteria at the time the application is requested; and the application is actually considered.

UPDATES TO LOCAL AND STATE HOUSING LAWS (CONT.)

- **AB 2747 - Positive Rental Payment Reporting – (Civil Code 1954.07)**
 - **Exemptions:** Properties with less than 16 units unless corporate landlord owns more than 1 building.
 - Tenant must be offered the option of having their positive rental payment information reported to at least one credit reporting agency.
 - Landlord may charge a fee to cover actual cost not to exceed \$10 per month.
- **SB 611 - No Fees for Check Payments; No Fees for Notices – [bit.ly/43gXMTS]**
 - Prohibits charging any fee for payment by check for rent or security deposit.
 - Prohibits charging a fee for serving, posting, or delivering a termination notice.
- **SB 1051 - Victims of Abuse or Violence – [bit.ly/44Tg0Mr]**
 - Landlord required to change locks at own expense within 24 hours of receiving documentation that tenant or household member has been a victim of abuse or violence.
 - If landlord fails to change the locks, landlord must reimburse the tenant within 21 days if tenant changes the locks.
 - For the purpose of tenant screening, landlord is prohibited from making an adverse action against a prospective tenant for having been a victim of abuse or violence.
- **Section 8 Discrimination Prohibited – (Gov. Code 12955) [bit.ly/PS_12955]**
 - Landlords required to accept Section 8 vouchers if unit qualifies.
 - Landlords must base income eligibility on the portion of rent paid by tenant.
 - Landlords must reasonably consider alternative evidence of ability to pay instead of an applicant's credit history.

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CALIFORNIA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

CONSUMER ALERT

Know Your Rights as a California Tenant

Your rent can generally be increased by no more than 10% in one year. Depending on where you live, this cap may be even lower. See the chart on the next page for the statewide cap that applies where you live. When raising your rent, your landlord must provide formal written notice — a call, text, or email is not enough — at least 30 days before the increase can take effect. If the rent is more than 10%, your landlord must provide notice at least 90 days before the increase can take effect.

You can only be evicted by court order. It is illegal for a landlord to lock you out, shut off your utilities, or put your things out on the curb to try to force you out. If you get an eviction notice, get legal help right away. If your landlord files for eviction in court and you fail to respond, the court may order eviction without waiting for you.

You can generally only be evicted for "just cause." This does not apply if you lived somewhere for less than a year or to some types of housing, such as housing built in the last 15 years. (Civil Code § 1946.2.) Just cause includes:

- Not paying rent
- Breaking a material term of your lease
- Committing nuisance or waste, or using the premises for unlawful purposes
- Engaging in criminal activity on the premises or directed at your landlord
- Refusing to allow lawful entry to the premises
- Refusing to sign a new lease that contains similar terms to your existing lease
- The owner is withdrawing the unit from the rental market, moving into the unit, demolishing or substantially remodeling the unit, or complying with a law or order that requires you to leave.

Your landlord must repair health and safety issues. For example, they must provide safe and working plumbing and heating, and keep the premises free from roaches and rats. If there is a health or safety issue, ask your landlord in writing to repair it, and keep copies of your requests.

Your landlord must return your security deposit. Your landlord must itemize any deductions from your security deposit within 21 days of you moving out. Deductions can be made for things like unpaid rent, cleaning, and repairing damage beyond ordinary wear and tear.

Your landlord must provide reasonable accommodations if you have a disability. Your landlord must also allow you to make reasonable physical modifications to your rental unit.

Your landlord cannot discriminate against you. Discrimination on the basis of race, religion, gender, sexual orientation, disability status, marital status, income source, veteran status, or certain other characteristics is illegal.

Your landlord may not retaliate against you for exercising your tenant rights. Your landlord also cannot threaten to disclose your immigration status to pressure you to move out, or harass or retaliate against you by disclosing your immigration status to law enforcement.

You may have additional rights. You may have additional rights under local rent control, rent stabilization, or just cause eviction laws. Check what rules are in place where you live by visit your local government's website.

Get legal help as soon as possible if you believe your landlord has violated your tenant rights or if you're facing eviction. If you cannot afford a lawyer, you may qualify for free or low-cost legal aid. To find a legal aid office near where you live, visit LawHelpCA.org. Then click on the tab in the middle of the page that says "Find Legal Help," and enter your county. If you do not qualify for legal aid and need help finding a lawyer, visit the California State Bar webpage to find a local certified lawyer service, or visit the California Courts' webpage for tenants facing evictions.

For more information and resources, visit www.oag.ca.gov/housing.

Statewide Rent-Increase Caps Under the California Tenant Protection Act Through July 31, 2026

The California Tenant Protection Act, which took effect on January 1, 2020, limits how much your landlord may increase your rent over any 12-month period. Rent increases are capped at "5% plus the percentage change in the cost of living," with a maximum annual rent increase of 10%. How much your rent can be increased depends on where you live and when the rent increase takes effect. For convenience, this chart shows the maximum rent increase currently allowed under the Tenant Protection Act. This chart is informational only; the maximum allowable rent increase is governed by [Civil Code section 1947.12\(a\)](http://Civil Code section 1947.12(a)).

Area ¹	Increase starts between 8/1/24 and 7/31/25	Increase starts between 8/1/25 and 7/31/26
Los Angeles Area: • Los Angeles County • Orange County	8.9%	8%
Riverside Area: • Riverside County • San Bernardino County	9.3%	7.5%
San Diego Area: • San Diego County	8.6%	8.8%
San Francisco Area: • Alameda County • Contra Costa County • Marin County • San Francisco County • San Mateo County	8.8%	6.3%
All Other Counties	8.8%	7.7%

For rent increases taking effect before or after the dates shown above, please see Civil Code section 1947.12.

California Department of Justice
Office of the Attorney General


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Common Topics

- Rent increases
- Change of terms
- Lease breaks
- Abandonment of Property
- Termination notices
- Deposits
- Maintenance and repairs
- Habitability
- Neighbor to Neighbor
- Small Claims
- Lease violations
- Quiet Enjoyment
- Privacy
- Local Ordinances

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Fixed term lease vs. month-to-month

- A fixed term lease is typically in writing and specifies the start and end dates of tenancy. A fixed term lease is a binding contract.
- Examples of Month-to-month tenancies:
 - verbal agreements
 - Written m-t-m agreements
 - Leases that have expired and have not been renewed
 - Tenant(s) who pay rent on a monthly basis
 - Housing providers can change the terms by providing proper written notice

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What is a Termination Notice?

- A termination notice consists of either 30/60/90 days'
 - ✓ For tenancies of less than one year, housing providers provide 30 days' written notice
 - ✓ For tenancies of one year or more, housing providers provide 60 days' written notice; *Just cause may apply; relocation needs to be addressed in the termination notice*
 - ✓ For tenants who are voucher holders; housing providers must provide written 90 days' notice and must provide a reason.
- It is a housing providers first step in asking a tenant to vacate
- *For units covered under the Redwood City ordinance, housing providers are required to offer a one-year lease.*
- Proper service: in writing served in person; or substitute service by posting a copy on the door and mailing an identical copy to the tenant

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Change of Terms

Examples of Change of terms of tenancy are new rent amounts, adding or removing occupants from a lease agreement, parking, utilities and lease renewals.

Note: Housing providers have discretion on renewing a tenant(s) lease on a fixed-term basis or month-to-month.

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Habitability

Every tenant in California has the right to live in a habitable unit. Local Code Enforcement office or the Counties Environmental Health Services are good resources.

Common issues:

Mold, water leaks, pests, bed bugs, termites or roaches

Best Practices: Always notify the housing provider of maintenance issues, repairs needed or any defects in the unit. Keep things in writing and take pictures.

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State Law Housing Standards

204 | THE CALIFORNIA LANDLORD'S LAW BOOK: RIGHTS & RESPONSIBILITIES

Housing Standards Under State Law

Rental housing standards established by Civil Code §§ 1941.1–3, the State Housing Law and its implementing regulations, and the Uniform Housing Code (UHC) include:

- A structure that is weatherproof and waterproof; there must be no holes or cracks through which wind can blow, rain can leak in, or rodents can enter (CC § 1941.1).
 - A plumbing system in good working order (free of rust and leaks), connected to both the local water supply and sewage system or septic tank. The landlord is not responsible for low pressure, contamination, or other failures in the local water supply—the obligation is only to connect a working plumbing system to the water supply (CC § 1941.1).
 - A hot water system capable of producing water of at least 110 degrees Fahrenheit (CC § 1941.1 and UHC).
 - A heating system that was legal when installed (CC § 1941.1), and which is maintained in good working order and capable of heating every room to at least 70 degrees Fahrenheit (UHC).
 - An electrical system that was legal when installed, and which is in good working order and without loose or exposed wiring (CC § 1941.1). There must be at least two outlets, or one outlet and one light fixture, in every room but the bathroom (where only one light fixture is required). Common stairs and hallways must be lighted at all times (UHC).
 - A lack of insect or rodent infestations, rubbish, or garbage in all areas (CC § 1941.1). With respect to the living areas, the landlord's obligation to the tenant is only to rent out units that are initially free of insects, rodents, and garbage. If the tenant's housekeeping attracts pests, that's not the landlord's responsibility. However, the landlord is obliged to keep all common areas clean and free of rodents, insects, and garbage at all times.
 - Enough garbage and trash receptacles in clean condition and good repair to contain tenants' trash and garbage without overflowing before the refuse collectors remove it each week (CC § 1941.1).
 - Floors, stairways, and railings kept in good repair (CC § 1941.1).
 - The absence or containment of known lead paint hazards (deteriorated lead-based paint, lead-contaminated dust or soil, or lead-based paint disturbed without containment (CC § 1941.1; H&S § 17920.10). See Chapter 12 for more information on lead hazards.)
 - Deadbolt locks on certain doors and windows, effective July 1, 1998 (CC § 1941.3). Your duty to provide locks is explained in more detail in Chapter 12.
 - Ground fault circuit interrupters for swimming pools (effective July 1, 1998), and antisuction protections on wading pools, excepting single-family residence rentals (effective January 1, 1998 for new pools and January 1, 2000 for existing pools) (H&S §§ 116049.1 and 116064).
- Each rental dwelling must, under both the UHC and the State Housing Law, have the following:
- A working toilet, wash basin, and bathtub or shower. The toilet and bathtub or shower must be in a room that is ventilated and allows for privacy.
 - A kitchen with a sink, which cannot be made of an absorbent material such as wood.
 - Natural lighting in every room through windows or skylights having an area of at least one-tenth of the room's floor area, with a minimum of 12 square feet (three square feet for bathroom windows). The windows in each room must be operable at least halfway for ventilation, unless a fan provides for ventilation.
 - Safe fire or emergency exits leading to a street or hallway. Stairs, hallways, and exits must be litter free. Storage areas, garages, and basements must be free of combustible materials.
 - Every apartment building having 16 or more units must have a resident manager (25 CCR § 42).
- Civil Code § 1941.4 and Public Utilities Code § 788 make residential landlords responsible for installing a telephone jack in their rental units, and for pacing and maintaining inside phone wiring.
- Health and Safety Code § 13113.7 requires smoke detectors in all multiunit dwellings, from duplex on up. Health and Safety Code §§ 17916 and 17926.1 require carbon monoxide detectors in all dwelling units, and Health and Safety Code § 13220 requires landlords to provide information on emergency procedures in all multiunit buildings.

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Abandonment of Property

- Landlords must follow state notice and waiting requirements before reclaiming an abandoned rental unit.
- The process takes at least 18 days and provides some liability protection if followed properly.
- A unit is considered abandoned only if the landlord has a reasonable belief the tenant has vacated without intent to return, and rent is unpaid for 14 days.


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Notice of Belief of Abandonment

- Steps for Suspected Abandonment
 - Make efforts to contact and locate the tenant
 - A 3-day notice to pay or quit can be served if rent is owed
 - Notice of Belief of Abandonment can be served on or after the 15th day of the rent being due CC§1951.3
 - You can not touch the tenant's property until you have legally gained possession back of the premises
 - You must wait 18 days after serving the Notice of Belief of Abandonment
 - Tenant can stop the process by:
 - Responding in writing before the deadline
 - Paying rent
 - Showing the belief of abandonment was unreasonable.

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Notice of Belief of Abandonment

Notice of Belief of Abandonment
Civil Code Section 1951.3

To: Alice Green Name(s)

Tenant(s) in possession of the premises at 123 Sendaro Street Street Address

City of Fresno, County of Fresno, California.

This notice is given pursuant to Section 1951.3 of the Civil Code concerning the real property leased by you at the above address. The rent on this property had been due and unpaid for 14 consecutive days, and the landlord or his or her agent believes that you have abandoned the property.

The real property will be deemed abandoned within the meaning of Section 1951.2 of the Civil Code and your lease will terminate on May 5, 20xx, a date not less than 18 days after the mailing of this notice, unless before such date the undersigned receives at the address indicated below a written notice from you stating both of the following:

1. your intent not to abandon the real property
2. an address at which you may be served by certified mail in any action for unlawful detainer of the real property.

You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.


April 15, 20xx
Date

Ruth Clark
Landlord (signature)

Ruth Clark
Landlord (print)

456 State Street, Fresno, California
Street address


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Notice to Reclaim Abandoned Property

- If Personal Property Is Left Behind:
 - Landlord must notify the former tenant and store items safely
 - Landlord must list all items left behind and take inventory
 - If property is worth under \$700 → may be kept or disposed of
 - If the value is more than \$700, the property must be sold at a public auction and you must publish a notice in the newspaper announcing the auction for a minimum of an 18-day period CC§1988
- A landlord must return the property:
 - Resident requests in writing within 18 days with description and address
 - Owner still controls the property.
 - Resident pays storage/removal costs.
 - Resident removes items within 72 hours of payment.

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Notice to Reclaim Abandoned Property

Notice of Right to Reclaim Abandoned Property
Civil Code Section 1984

To: Scott Gold _____
Name(s)

When the premises at 123 Alameda Avenue #4 _____
Street Address

City of Santa Monica _____, County of Los Angeles _____, California,

were vacated, the following personal property remained: one Sony color TV, one green couch, shirts and pants, small coffee table, standing lamp _____

Continued on Attachment "A" hereto.

You may claim this property at: 246 Great Street _____
City of Los Angeles _____, County of Los Angeles _____, California.

If you claim this property by December 19 _____, 20xx _____, a date not less than two days after you vacated the premises, you may minimize the costs of storage. If you fail to claim this property by that date, then unless you pay the landlord's reasonable cost of storage for all the above-described property, and take possession of the property to which you are entitled not later than eighteen (18) days after the date of mailing of this notice indicated below, this property will be disposed of pursuant to Civil Code Section 1988.


Because this property is believed to be worth less than **\$700**, it will be kept, sold, or destroyed without further notice if you fail to reclaim it within the time limit indicated.

Because this property is believed to be worth more than **\$700**, it will be sold at a public sale after notice has been given by publication, if you fail to reclaim it within the time limit indicated. You have the right to bid on the property at this sale. After the property is sold and the cost of storage, advertising, and sale is deducted, the remaining money will be turned over to the county. You may claim the remaining money at any time within one year after the county receives the money.

Date of Mailing: December 16, 20xx _____

Marilyn Winters _____
Landlord/Manager
123 Alameda Avenue #1 _____
Street address
Santa Monica, California _____

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Abandonment: Important Protections

- No rent can be demanded in exchange for returning belongings.
- Wrongful lockouts can result in damages and penalties.
- Returning keys isn't required for the landlord to take possession, but actions must be reasonable and documented.
- Cannot keep property for personal use if resale value exceeds \$700 CC§1988

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Landlord's Right to Enter

- Landlord must provide tenant with 24 hours minimum written notice
- If landlord mails the notice, one weeks' notice is required
- Notice must specify the date, time, and purpose of entry
- Person entering the unit

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Landlord's Right to Enter Cont..

State law allows a landlord to legally enter the rented premises while a tenant is still residing in the unit. (CC §§ 1954, 1954.211, 1954.604):

Examples: if it's a court order, emergencies, when a tenant gives permission, to assess repairs, to make needed or agreed repairs, to show the property to prospective new tenants, mortgagees, workers, contractors, or actual potential buyer(s). To conduct initial and move out inspection(s), if requested by the tenant (tenant has the right to be present during inspection(s), or if the tenant has abandoned or surrendered the premises

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Deposits

Security deposits – Effective July 1, 2024 (Civil Code 1950.5)

- Maximum security deposit equal to one month's rent
- Exception: Landlord may collect deposit of two months' rent if:
 - Landlord owns no more than 2 rental properties with no more than 4 dwelling units
 - Landlord is a person
 - Tenant is not a military service member

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Deposits Cont.

- AB2801 - Security Deposits – (Civil Code 1950.5) [bit.ly/PS_19505]
- Effective July 1, 2025 - landlord must take photos of unit at start of tenancy.
- Effective April 1, 2025 - after tenant moves out, landlord must take photos before and after any repairs or cleaning to be deducted from security deposit and provide photos to the tenant along with itemized statement. Tenant cannot be required to pay for professional cleaning unless reasonably necessary
- AB 414 - Requires a landlord who receives a security deposit or rental payments by means of electronic transfer to return the security deposit by electronic transfer, unless the landlord and tenant agree to a different method of returning the security deposit. Signed into law 10/06.


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Deposits Cont.

- Landlords are required to refund deposits within 21 days from the date tenant returns the keys/possession of the premises; However, if the landlord mails the deposit one additional week is allowed for mail.
- Landlords can deduct for outstanding rent, utilities, repairs, or cleaning.
- Landlords are required to provide tenants with an itemized statement within 21 days detailing the charges from the deposit if it is greater than \$125.
- Tenants have the right to ask for proof of receipts, invoices, and vendor contact information from the companies that perform the work; housing providers have 14 days from the request to provide this information.
- If the landlord does not comply or a tenant does not agree with the refund, then there are three options: 1) mediation, 2) make a formal demand and 3) small claims court.

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SECURITY DEPOSITS -
EFFECTIVE JULY 1, 2024
(CIVIL CODE 1950.5)

Security Deposit:

CAN A SECURITY DEPOSIT BE CONSIDERED "NON-REFUNDABLE"?
The landlord may not designate any portion of the security deposit as "non-refundable".

CAN I USE MY SECURITY DEPOSIT AS LAST MONTH'S RENT?
You may only use your security deposit as last month's rent, if the amount held by the landlord has been designated in a written agreement as "last month's rent" or the landlord consents to use the security deposit as the last month's rent for your tenancy. Any such consent should be in writing.

WHEN SHOULD I RECEIVE A REFUND OF MY SECURITY DEPOSIT?
Within 21 days after move-out, the landlord must refund the deposit and/or send the tenant an itemized statement of any deductions. In addition to the itemized statement, the landlord must document any charges for repairs or cleaning by providing the tenant with copies of bills, invoices, or receipts. If the landlord or landlord's employee did the work, the itemized statement must describe the work performed and include the time spent and the reasonable hourly rate charged. Landlords are not required to document charges for repairs and cleaning that are \$125 or less in total.

If within 21 days after a tenant vacates, a landlord's repair cannot reasonably be completed or invoices/receipts are not in the landlord's possession, the landlord may provide a good faith estimate of the charges with the itemized statement. Within 14 days of completing the repair or receiving the documentation, the landlord must provide the final statement and any remaining deposit to the tenant. Tenant's have the right to request contact information of the people or entities who made the repairs.


ADDITIONAL INFORMATION:
California Code, Civ 1950.5: <https://bit.ly/4g3dhCv>
Know Your Rights on Security Deposits: <https://bit.ly/4fXVtIQ>
Draft a Demand Letter: <https://selfhelp.courts.ca.gov/form/demand-letter>

FOR ASSISTANCE CONTACT:
☎ (800) 339-6043 ✉ info@housing.org

Frequently Asked Security Deposit Questions

HOW MUCH CAN I BE CHARGED FOR A SECURITY DEPOSIT?
The maximum security deposit a landlord can charge is equal to one month's rent. An exception to this, where a landlord may collect a deposit of two months' rent, is if the landlord owns no more than 2 rental properties with no more than 4 dwelling units.


IS A "CLEANING DEPOSIT" CONSIDERED A SECURITY DEPOSIT?
The landlord's charge to the tenant may be called "security deposit", "holding deposit", or "cleaning deposit". Nonetheless, California law considers all such fees as part of the security deposit, and makes them subject to the same rules that apply to security deposits.



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UPDATES TO STATE HOUSING LAWS (CONT.)	UPDATES TO STATE HOUSING LAWS
<ul style="list-style-type: none"> • AB 2747 - Positive Rental Payment Reporting – (Civil Code 1954.07) <ul style="list-style-type: none"> ◦ Exemptions: Properties with less than 16 units unless corporate landlord owns more than 1 building. ◦ Tenant must be offered the option of having their positive rental payment information reported to at least one credit reporting agency. ◦ Landlord may charge a fee to cover actual cost not to exceed \$10 per month. • SB 611 - No Fees for Check Payments; No Fees for Notices – [bit.ly/43gXMTS] <ul style="list-style-type: none"> ◦ Prohibits charging any fee for payment by check for rent or security deposit. ◦ Prohibits charging a fee for serving, posting, or delivering a termination notice. • SB 1051 - Victims of Abuse or Violence – [bit.ly/44Tg0Mz] <ul style="list-style-type: none"> ◦ Landlord required to change locks at own expense within 24 hours of receiving documentation that tenant or household member has been a victim of abuse or violence. ◦ If landlord fails to change the locks, landlord must reimburse the tenant within 21 days if tenant changes the locks. ◦ For the purpose of tenant screening, landlord is prohibited from making an adverse action against a prospective tenant for having been a victim of abuse or violence. • Section 8 Discrimination Prohibited – (Gov. Code 12955) [bit.ly/PS_12955] <ul style="list-style-type: none"> ◦ Landlords required to accept Section 8 vouchers if unit qualifies. ◦ Landlords must base income eligibility on the portion of rent paid by tenant. ◦ Landlords must reasonably consider alternative evidence of ability to pay instead of an applicant's credit history. 	<ul style="list-style-type: none"> • CA Consumer Price Index – [bit.ly/3HoWCgw] <ul style="list-style-type: none"> ◦ The California CPI is updated on even-numbered months (mid-February, mid-April, mid-June, etc.) • AB2801 - Security Deposits – (Civil Code 1950.5) [bit.ly/PS_19505] <ul style="list-style-type: none"> ◦ Effective July 1, 2025 - landlord must take photos of unit at start of tenancy. ◦ Effective April 1, 2025 - after tenant moves out, landlord must take photos before and after any repairs or cleaning to be deducted from security deposit and provide photos to the tenant along with itemized statement. ◦ Tenant cannot be required to pay for professional cleaning unless reasonably necessary. ◦ Maximum security deposit equal to one month's rent. <ul style="list-style-type: none"> ▪ Exception: Landlord may collect deposit of two months' rent if: <ul style="list-style-type: none"> • Landlord owns no more than 2 rental properties with no more than 4 dwelling units. • Landlord is a natural person. • Tenant is not a military service member. • AB2493 - Application Screening Fees – (Civil Code 1950.6) <ul style="list-style-type: none"> ◦ No application screening fee if no unit is available within a reasonable period of time. ◦ Application screening fees may be charged only if: <ol style="list-style-type: none"> 1. Landlord returns the entire screening fee to any applicant who is not selected for tenancy; or 2. Applications are approved in the order received based on the first applicant to meet the landlord's established screening criteria; and Applicant receives a copy of the screening criteria at the time the application is requested; and the application is actually considered.

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Examples of Best Practices

- Keep things in writing
- Look at the unit in person before signing a lease and read the fine print
- Request, offer and or attend initial/move out inspections
- Create your own move-in checklist for defects in unit; take photos/videos
- Check references
- Know your rights and responsibilities

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Landlord-Tenant Resources

- **Business License** for long-term rentals, required to register beginning January 1, 2025
 - To apply or for questions
 - Email: southsanfrancisco@hdlgov.com
 - Phone: (650) 204-3304
 - Website: www.ssfca.gov/Departments/Finance/Business-License-Information
- **Emergency Rental Assistance Program** administered through YMCA established in 2020
 - Financial assistance up to \$4,500 for eligible applicants
 - YMCA Contact Information
 - Address: 1486 Huntington Avenue, Suite 100, South San Francisco
 - Phone: (650) 271-3850
 - Email: crc@ymcasf.org

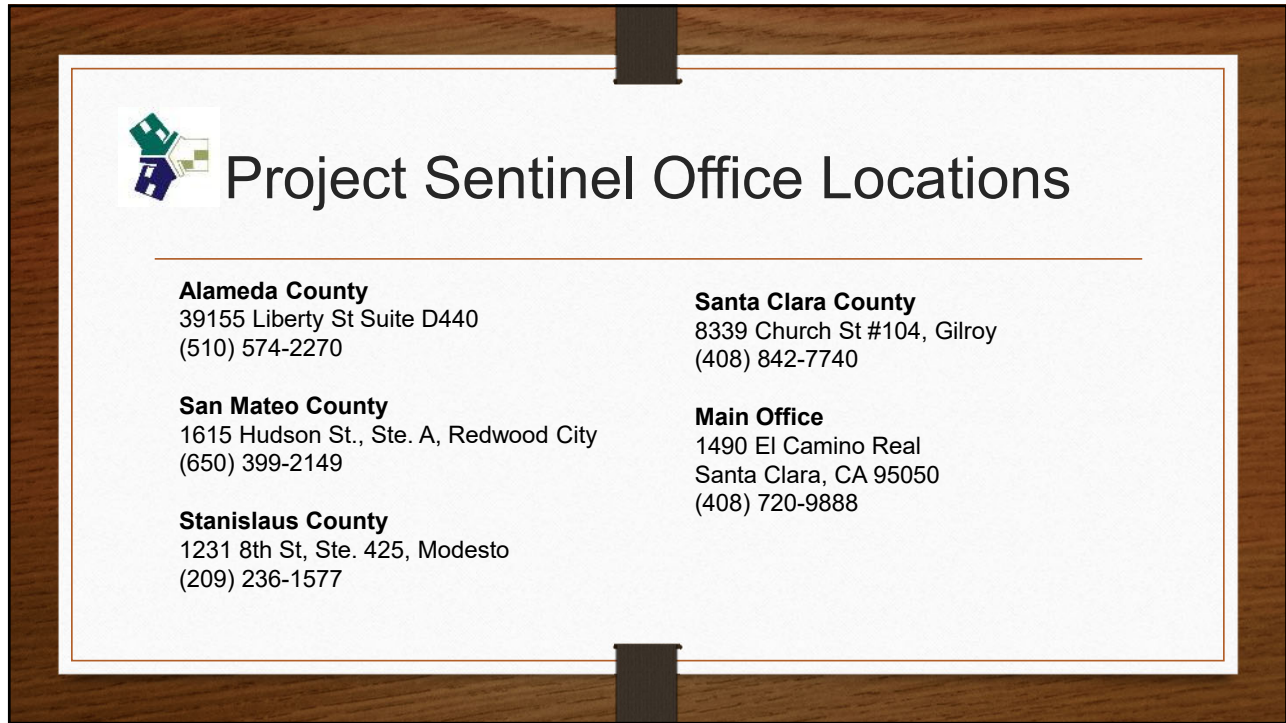
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Resources and Contact Information Cont.

- Legal Aid Society 650-517-8911
- YMCA 650-271-3850
- Bay Area Legal Aid 1-800-551-5554
- Community Legal Services in East Palo Alto (650) 326-6440
- San Mateo County Bar Association
- San Mateo County Association of Realtors (650) 696-8200
- California Apartment Association at (800) 967-4222
- Project Sentinel's Fair Housing Department 1-888-324-7468; www.fairhousing@housing.org
- Mortgage/HUD Home Counseling Department(408) 470-3730
- Local Code Enforcement Office

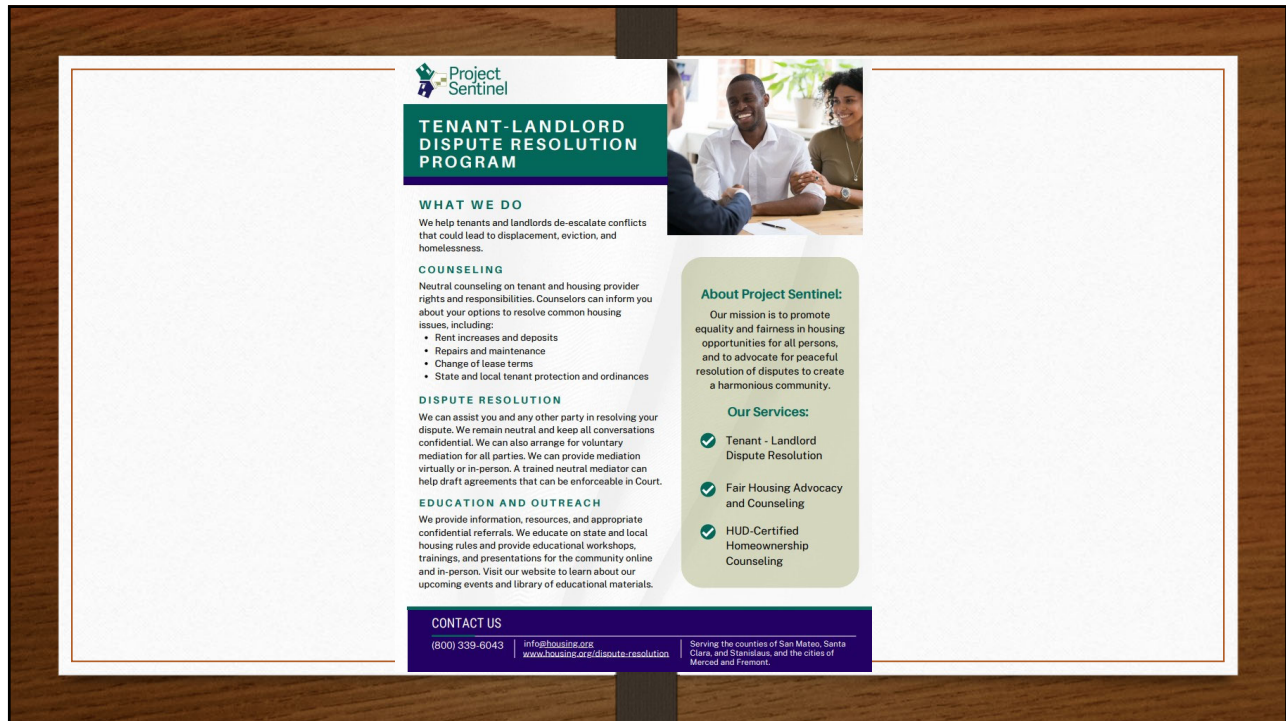
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Project Sentinel Office Locations

<p>Alameda County 39155 Liberty St Suite D440 (510) 574-2270</p> <p>San Mateo County 1615 Hudson St., Ste. A, Redwood City (650) 399-2149</p> <p>Stanislaus County 1231 8th St, Ste. 425, Modesto (209) 236-1577</p>	<p>Santa Clara County 8339 Church St #104, Gilroy (408) 842-7740</p> <p>Main Office 1490 El Camino Real Santa Clara, CA 95050 (408) 720-9888</p>
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Project Sentinel

TENANT-LANDLORD DISPUTE RESOLUTION PROGRAM

WHAT WE DO
We help tenants and landlords de-escalate conflicts that could lead to displacement, eviction, and homelessness.

COUNSELING
Neutral counseling on tenant and housing provider rights and responsibilities. Counselors can inform you about your options to resolve common housing issues, including:

- Rent increases and deposits
- Repairs and maintenance
- Change of lease terms
- State and local tenant protection and ordinances

DISPUTE RESOLUTION
We can assist you and any other party in resolving your dispute. We remain neutral and keep all conversations confidential. We can also arrange for voluntary mediation for all parties. We can provide mediation virtually or in-person. A trained neutral mediator can help draft agreements that can be enforceable in Court.

EDUCATION AND OUTREACH
We provide information, resources, and appropriate confidential referrals. We educate on state and local housing rules and provide educational workshops, trainings, and presentations for the community online and in-person. Visit our website to learn about our upcoming events and library of educational materials.

About Project Sentinel:
Our mission is to promote equality and fairness in housing opportunities for all persons, and to advocate for peaceful resolution of disputes to create a harmonious community.

Our Services:

- ✓ Tenant - Landlord Dispute Resolution
- ✓ Fair Housing Advocacy and Counseling
- ✓ HUD-Certified Homeownership Counseling

CONTACT US
(800) 339-6043 | info@housing.org | www.housing.org/dispute-resolution
Serving the counties of San Mateo, Santa Clara, and Stanislaus, and the cities of Merced and Fremont.

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Housing Division

Located in City Hall - 400 Grand Avenue, First Floor, South San Francisco

- Email: housing@ssfca.gov
- Phone: (650) 829-6620

Website: ssfca.gov/housing

- Rent help and legal aid
- Promoteres program
- Affordable rental and ownership housing interest

Additional resources available at the Economic Advancement Center (EAC)

- 366 Grand Avenue, South San Francisco
- JobTrain
- Renaissance Entrepreneurship Center
- Career training, recruitment, business fundamentals, etc.

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Questions?

Thank You

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