

# Kimball, Tirey & St. John LLP

## Landlord/Tenant Questions & Answers

*Kimball, Tirey & St. John LLP*

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**1. Question:**

How long do I have to mail the tenant the itemized security deposit?

**Answer:**

You need to send an accounting for the use of the security deposit within 21 days from the date you took back possession. If you do not have all of the amounts or receipts in time, you should give the tenant an estimate and then send the final amount within 14 days after you receive the final amounts and/or receipts.

**2. Question:**

Is there a state law that requires a landlord to professionally clean a carpet prior to reoccupancy?

**Answer:**

No, however the tenant is obligated to leave the premises in the same state of cleanliness that the carpet was in when he moved in. Landlords should provide a clean carpet that is sanitary and meets the habitable conditions of no holes or tears in the carpet.

**3. Question:**

One of my residents has caused serious damage to my unit as a result of hoarding. Can I request that they reimburse me for the cost to repair the unit?

**Answer:**

If the resident has caused serious monetary damage to the unit, they could be held responsible to reimburse the landlord for the cost to repair the unit outside of any normal wear and tear.

**4. Question:**

I have a tenant who caused a fire in an apartment which resulted in a substantial amount of damage. The fire department concluded the tenant was at fault. Can he be liable for my deductible? And, can I take it out of his deposit?

**Answer:**

Yes, in fact he is responsible for all losses suffered (your insurance company may want to pursue him). You may want to talk to an attorney about considerations before taking it out of the deposit.

**5. Question:**

What are we allowed, by law, to charge a tenant as a security deposit?

**Answer:**

You are allowed to charge up to twice the amount of the monthly rent as a security deposit for an unfurnished unit. If the rent is \$1000, you can charge up to \$2000 for your deposit. If the property is furnished, you can charge three times the amount of the rent. You can also charge an additional half-month's rent as a security deposit if there is a waterbed. If the unit is rented to a service member, landlords may not request a security deposit of more than one month's rent for an unfurnished unit, and two month's rent for a furnished unit, effective January 1, 2020, but there are some exceptions.

**6. Question:**

We normally keep original rental agreements, however, when would a copy not suffice?

**Answer:**

The court requires the original unless it is lost; so, you have to either produce it or testify under penalty of perjury that the original was lost without fraudulent intent. Court action is the main reason why you should keep originals. You should keep them for the duration of the tenancy and at least four years after the tenancy is terminated.

**7. Question:**

We have been asked if the applicants have three days to change their mind after signing a lease without being penalized, but we do not know the law on this matter.

**Answer:**

There is no grace period in California for residential tenants to change their mind. Once the lease is signed, they are bound as are you. Holding deposit agreements often provide for a three-day period for applicants to change their mind. However, that is not required by law, and won't apply once a lease is signed. Make sure that you and the applicant are committed to the tenancy before the contract is executed.

**8. Question:**

I have an elderly tenant with hoarding disorder and I am concerned about their safety inside their unit. Am I able to call a family member or Adult Protective Services?

**Answer:**

It is important to note that state and federal laws require landlord's to keep any information regarding a resident's disability strictly confidential. Therefore, the best policy is to get the resident's consent before attempting to reach out for help on their behalf. We recommend obtaining legal advice for guidance on the specific facts of your case.

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