

Kimball, Tirey & St. John LLP

Landlord/Tenant Questions & Answers

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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 calendar 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 within the 21 days 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 of repairing 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. The method of demanding reimbursement will depend upon the terms of the lease.

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 a maximum of one month of the monthly rent as a security deposit. If the rent is \$1000, you can charge up to \$1000 for your deposit. This includes all types of deposits, including pet deposits. You can also charge an additional half-month's rent as a security deposit if there is a waterbed. The law no longer distinguishes between furnished and unfurnished units. Though there are still differences in procedure for servicemembers, the maximum amount allowed is the same.

6. Question: We normally keep original rental agreements, however, when would a copy not suffice?

Answer: The court requires the original unless it is inaccessible. If you cannot produce the original rental agreement and there is a dispute about the validity of the version you produced, you may have to testify under penalty of perjury that the original is inaccessible, that there was no fraudulent intent and possibly provide evidence showing that the version you provided is accurate. To avoid this kind of dispute in court, it is best practice to keep the original rental agreement. 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, unless the lease includes the right to a grace period (which is not a common lease provision). Otherwise, once the lease is signed, all parties are bound by its terms. Holding deposit agreements often provide for a three-day period for applicants to change their mind if they pay a holding deposit. 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 landlords 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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