Steps you can take to protect yourself from legal hassles when you move out of your rental...

Disclaimer: The procedure will vary depending on whether you have a lease or a month-to-month agreement, and whether one roommate is moving out, or the entire household.

IF THE ENTIRE HOUSEHOLD IS MOVING OUT

1. NOTIFY THE LANDLORD.

You must notify the landlord in writing of your intention to vacate. Check the terms of your lease/rental agreement for the specifics of notice of vacancy. Typically, notice is given 30 days prior to the day you plan to move. Giving notice in writing is important, in order to protect you from unfair rental-related security deposit deductions. You can give notice on any day of the month. If the household paid last month’s rent in advance upon move-in, ask that it now be applied. (Note: a deposit is different from a last month’s rent paid in advance. You cannot legally use a deposit as last month’s rent, unless your landlord agrees to it.) Make a copy of the letter of vacancy notification for your files and send the original to the landlord. You may wish to hand deliver the notice, or deliver it by certified/registered mail so you have proof of the date it was received. For more information, see http://www.dca.ca.gov/publications/landlordbook/moving-out.shtml

Your notice can be simple and straightforward:

May 15, 2011

Larry Landlord
123 Some St.
Somecity, CA 90000

Dear Mr. Landlord:

This is to formally notify you that (insert names of tenants) will be terminating our lease/rental agreement at 1234 Mission St. on June 15, 2011.

We plan to leave the house (apartment/condo) in move-in condition. We will contact you next week to discuss the return of our security deposit and set up a time to do an initial move-out inspection, two weeks prior to our vacancy. We would also like to set up a time to do our final walk through and move-out inspection on June 15.

Sincerely,

Joe Tenant

2. CLEAN THE RENTAL THOROUGHLY

What is CLEAN?

Here’s a rough idea:

Bathroom:

► Clean the bathtub and shower, including the tile, grout, shower curtain, walls & faucets
► Clean the toilet – inside & out
► Clean the sink, faucets, medicine cabinet, drawers & vanity
► Scrub the floor, walls & baseboards

Kitchen:

► Empty and clean cabinets, drawers, surfaces – inside & out
► Clean out refrigerator: wipe out & defrost both fridge & freezer
► Clean the stove, oven, broiler, oven door & backsplash above burners
► Scrub the floor, walls, windows & lights

In Other Rooms:

► Vacuum floors thoroughly, clean, mop or wax floors
► Wipe down doors, doorjambs & walls
► Take down posters & pictures; neatly fill nail-holes
► Clean all glass & wood surfaces
► Wash windows & dust ledges
► Remove belongings & trash
► Air out/deodorize rooms

Before the move-out date arrives, ask the landlord to give you a preliminary cleaning check, then you will have time to complete the work before the termination of your rental agreement. The final inspection should be completed in the company of both landlord and tenant(s). Indicate conditions on Inventory Checklist, or get results in writing. If landlord is not available, take a few photographs and have a neighbor look over the rental. Keep all receipts for rented rug cleaners and cleaning materials. These measures will help you prove that you cleaned the place, in case there is a disagreement.
3. **IF YOU'RE BREAKING THE LEASE BEFORE IT EXPIRES, HELP FIND REPLACEMENT TENANTS.**

Because you have signed a lease, you are legally bound to meet its provisions, including paying the rent for the entire term of the contract, whether or not you are actually living at the rental. If the landlord doesn’t receive the rent that you agreed to pay in your lease agreement, you can be sued for it. Fortunately for you, the law and good sense require the landlord to do all he can to keep his financial damages to a minimum. It’s in your best interest to actively help the landlord find new tenants.

![Image](https://www.biola.och101.com)

**Place an ad through BIOLA's Off Campus Housing Services website - www.biola.och101.com**

Have people contact you if they are interested in the place. Present landlord with a list of names of interested people, keeping copies for yourself.

4. **DISCUSS THE RETURN OF YOUR SECURITY DEPOSIT WITH YOUR LANDLORD.**

Submit your forwarding address to your landlord, so that your security deposit can be mailed to you upon vacancy. Keep in mind that your landlord can legally make deductions from your deposit only for cleaning, repairing damages, or unpaid rent you owe. In the state of CA, landlords are required to return your security deposit within 3 weeks.

5. **TERMINATE UTILITIES**

Most services require 24-48 hours notice.

6. **CONDUCT FINAL WALK THROUGH WITH YOUR LANDLORD AND NOTE FINDINGS ON MOVE-OUT INVENTORY CHECKLIST.**

7. **RETURN THE KEYS TO THE MANAGER, LANDLORD OR AGENT.**

---

**IF ONLY ONE ROOMMATE IS MOVING OUT (and that person is YOU):**

- **✓ Notify all those affected by your move.** This means your roommates and your landlord. Notice must be given 30 days in advance, and you’ll protect yourself if you give it in writing.

  - **✓ Clean up.** You should clean your room and a fair share of the common areas of the house. This might mean doing a “big” job, like scrubbing out the refrigerator or the oven.

- **✓ Help find replacement tenants.** This is particularly important if you are breaking a lease before it expires. If you’re under a month-to-month agreement, helping the household find new tenants is polite, but isn’t your legal responsibility, unless you signed a Roommate Contract/Agreement wherein you agreed to help.

  - **✓ Discuss the return of your security deposit and “last month’s rent paid in advance” with your House Manager (if applicable) and Landlord.** If you pre-paid the last month’s rent upon move-in, can you apply it now that you’re moving out? Perhaps, but the household as a whole is responsible for paying a full rent payment to the landlord, even if one roommate is moving out and wants to apply his portion of the household’s “last month’s rent in advance.” Generally, shared households require the roommate to pay rent in the final month. When a replacement roommate is found, the departing roommate is reimbursed the last month’s rent and security deposit, less any deductions. The departing roommate should give the replacement roommate a receipt for these payments.

- **✓ Terminate household accounts in your name.** If any of the bills are in your name (phone, cable, TV, electricity, etc.), have the accounts transferred to one of the remaining tenants. This protects your credit rating in case future roommates fail to make payment.

- **✓ Return the keys.**
Return of Security Deposits

Landlord-tenant disputes about security deposits are a common problem. Inventory Checklists are an excellent protection against such conflicts. Deposits have many names: “security deposit,” “last month’s rent,” “cleaning fee,” etc. Regardless of title, any deposit the landlord takes from you is refundable. Non-refundable deposits are not lawful in the state of California.

Deposits can be retained by the landlord to cover only three types of expenses:

1. Due and unpaid rent
2. The cost of repairing damages incurred by the tenant
3. Cleaning costs exclusive of reasonable wear and tear.

What is “reasonable wear and tear”? It’s open to interpretation, and that’s why so many disputes occur. Cleaning performed by the landlord, in preparation of new tenants, regardless of the move-out condition of the rental, should be paid by the landlord. On the other hand, cleaning made necessary by tenants who unreasonably dirtied the rental property and failed to leave it in move-in condition is appropriately your responsibility. Be sure to discuss these criteria if your landlord charges you for the cost of cleaning. (i.e. carpets/drapes – such items are often cleaned automatically regardless of the rental’s condition, in which case you should not be charged).

3 weeks After you move out...

Three weeks after you move out, under CA law, landlords are required to refund your security deposit, or a portion thereof with an itemized list of the deduction made. If the deposit or the written explanation does not arrive within 21 days, contact the landlord immediately to inquire about your refund. It is wise to send a letter. It might look like this:

<table>
<thead>
<tr>
<th>July 5, 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linda Landlady</td>
</tr>
<tr>
<td>123 Some St.</td>
</tr>
<tr>
<td>Somecity, CA 90000</td>
</tr>
</tbody>
</table>

Dear Mrs. Landlady:

I am writing in regards to my rental/lease agreement at 1234 Mission St. On June 15, 2011, after giving 30 days advance notice of my intention to vacate, my roommates and I cleaned our rental thoroughly and vacated according to the timeline we agreed upon.

To date, I have not received my Security Deposit money, in the amount of $_______. I am aware that under CA law, you are required to return my security deposit (and/or send me a detailed description of any portion withheld) within 21 days after the date I vacate. This has not been done.

Please return the Security Deposit to me within the next 7 days at the address below.

Sincerely,

Tenant

Tenant Somebody

56789 Busy St.
Somecity, CA 90000

If you still get no response, send a second letter. You may wish to mention some of the legal penalties the landlord could suffer if a court finds that he withheld your deposit “in bad faith”. In addition to the amount the landlord owes you, the court can order that he pay you up to $200 in punitive damages. Further, the court may order him to pay you up to 2% per month in interest charges.

http://www.dca.ca.gov/publications/landlordbook/sec-deposit.shtml

Biola University, Commuter Life - studentlife.biola.edu/OCHS - Off-Campus Housing Services