CITY OF OAKLAND
Rent Adjustment Program

Security Deposits

A security deposit is any payment, fee, deposit, or charge that is imposed at the beginning of tenancy as an advance payment of rent, repairing damages caused by the tenant or cleaning, or to be used for recovering rent defaults.

Money paid as first month's rent is not considered a security deposit.

Before Moving In
Security deposits should not exceed twice the monthly rent for an unfurnished unit, or three times rent for a furnished unit. Security deposits in Oakland do not collect interest.

During Tenancy
During tenancy the property owner may use the tenant's security deposit to cover certain expenses.

Money from your security deposit may be used to:
- Cover rent defaults;
- Repair damages a tenant or a tenant's guest caused other than normal wear and tear;
- Do necessary cleaning; and
- If allowed by the lease, cover the cost of restoring or replacing personal property, furniture, or keys, excluding ordinary wear and tear.

Ending the Tenancy
If the tenant plans on vacating the unit, they must provide 30-days' notice to the property owner.

Within the last two weeks of tenancy, the property owner must notify the tenant in writing of their right to request an inspection of the unit to identify any necessary cleaning to avoid deductions to their security deposit.

If the total deductions from repairs or cleaning exceed $125, the property owner must itemize the deductions and present the list to the tenant.

Within 21 days of the tenant completely vacating the property, the property owner must either:
- Return the full security deposit, or
- Return the remaining security deposit with list of deductions.

250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
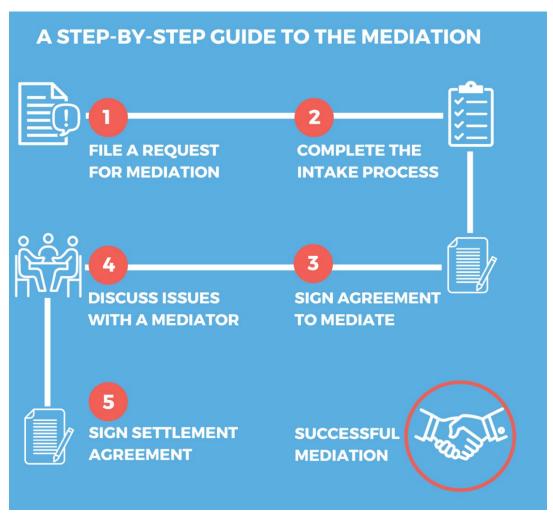(510) 238-3721

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Disputes

If the property owner fails to return the security deposit or itemized statement with deductions within 21 days of the tenant vacating the property, the tenant can write a letter requesting either the deductions or the security deposit.

If the property owner does not comply, the tenant may sue for the amount in Small Claims Court (if the amount is less than $10,000), and up to twice the amount of the deposit if the property owner withheld the deposit in bad faith.

Alternatively, a tenant may also utilize RAP's mediation services to resolve disputes related to the failure to return a security deposit.
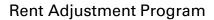
RAP Mediation Process

A STEP-BY-STEP GUIDE TO THE MEDIATION

1 FILE A REQUEST FOR MEDIATION

2 COMPLETE THE INTAKE PROCESS

4 DISCUSS ISSUES WITH A MEDIATOR

3 SIGN AGREEMENT TO MEDIATE

5 SIGN SETTLEMENT AGREEMENT

SUCCESSFUL MEDIATION

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CITY OF OAKLAND

Rent Adjustment Program

Date:

Dear_____:

     Until recently, I was a tenant at _____, California. When I

moved in on _____, _____, I paid a security deposit in the amount of $_____.

I moved out on _____.

     California Civil Code § 1950.5 Requires that a property owner, within 21 days of a tenant

vacating a unit, either return the full security deposit to the tenant, or provide the tenant with an

itemized statement of any lawful deductions made and return the balance of the security deposit.

     As of today, I have received neither my security deposit nor a written accounting of it. Please

return my security deposit within five business days. If I do not receive my full deposit by _____,

     I will have no alternative but to file a small claims complaint against you to recover both my

security deposit and also twice the amount of my security deposit in statutory damages as provided by

California Civil Code § 1850.5(1).

Please return my deposit to the following address:

     _____

     _____

     _____

Sincerely,

CITY OF OAKLAND

Rent Adjustment Program

Date: _____

Property Owner _____

Address _____

City, State, Zip _____

Re: 30-day notice to vacate apartment at _____

<div align="center">(rental unit address)</div>

Dear _____:

I have been a tenant at _____, Oakland, CA _____, since

_____.

I write to provide you with notice that I/we will be permanently vacating this rental unit by the following

date: _____.

I would like a walk-through inspection of this rental unit, as required by state law, during the last two

weeks of my tenancy, so that we can review the condition of the unit and identify any items that require

repair/cleaning in order to avoid deductions from my/our security deposit. The following dates work for

me: _____. Please notify me if any of these

dates are acceptable or if we should discuss other times when you are available for a walk-through

inspection.

Thank you for your attention to this matter.

Sincerely,

<div align="center">250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238-3721</div>