Security Deposit Addendum

California Civil Code § 1950.5

Resident(s):_____

Owner/Agent:_____

Leased Premises:_____**Unit #:** _____

City:_____ **State:**_____ **Zip:**_____

Security Deposit of: $ _____ Paid By: ☐ Cash ☐ Check ☐ Money Order ☐ Electronic Transfer

Steps to Seek the Return of the Security Deposit

The amount of the Security Deposit refunded by Owner/Agent to Resident depends upon the full performance of the following terms of this Addendum.

A. Pay all payments on time as specified in the rental agreement. If payments are late, pay all late fees in full as specified in the rental agreement.
B. Return the premises including personal property (i.e. appliances) to the same level of cleanliness as it was received at the inception of the tenancy.
C. Deliver to Owner/Agent a written notice of Resident's intent to vacate at least 30-days prior to any such vacating, and to vacate in strict compliance of such notice.
D. That the premises shall not be damaged beyond ordinary wear and tear.
E. Remove all rubbish and discarded items from the premises indoor and outdoor (if applicable) and dispose of the same in proper disposal containers or remove from the property.
F. Return all keys, garage door openers, etc. for the premises to the Owner/Agent on vacating the premises.

Unpaid Rent and Repairing of the Real and Personal Property in the Premises

Any unpaid rent may be removed from the security deposit if required, by the Owner/Agent only, Resident is not to use the security deposit for the payment of the last month's rent or any rental payment and the Resident must make all rent payments in order not to be in default of the rental agreement. If repairs must be made or cleaning is required the following charges will apply.

A. All costs of labor and materials for needed cleaning, repairs and replacement beyond ordinary wear and tear based on premises condition at the conclusion of the tenancy will be deducted from the Security Deposit.
B. Real or personal property must be repaired, repainted, restored or replaced for damage beyond ordinary wear and tear, the Resident will be charged for the repair or replacement of the item(s) damaged.

Returning of the Security Deposit

Any Security Deposit refund due to the Resident shall be mailed to the forwarding address left with the Owner/Agent. If a forwarding address is not provided the refund will be mailed to the Resident's last known address. If a refund is due it will be mailed within 21 days payable jointly to all persons who appear as Resident on the rental agreement. If needed repairs cannot be reasonably completed within 21 days or if the documents from the person or entity that provided the service, materials, or supplies are not in the Owner/Agent's possession, the Owner/Agent may deduct a good faith estimate of the charges that will be incurred from the Security Deposit. Within 14 days of repairs being completed and documents being received from the person or entity that provided the service, materials or supplies, a refund check for any outstanding balance will be sent.

By signing below, Resident(s) acknowledges and confirms that he/she has received, reviewed and understands this Addendum.

This Addendum may be executed in counterparts and facsimile copies of same shall be admissible for all purposes and shall be deemed an original.

Resident(s):

_____ Date_____ _____ Date_____

_____ Date_____ _____ Date_____

Owner/Agent:

_____ Date_____

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