

# MOVING OUT

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The section below describes steps you can take to protect yourself from legal hassles when you move out of your rental. The procedure will vary depending upon 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 your landlord in writing of your intention to leave. Notice must be sent 30 days prior to the day you plan to move. Giving notice in writing is important in order to protect you from unfair rent-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 a last month's rent, unless your landlord agrees to it.) Make a copy of this letter for your files and send the original to the landlord. You may wish to deliver the notice by certified/registered mail so you have proof of the date he received it.

Your notice can be simple and straightforward, like this:

May 15, 2002

Larry Landlord  
123 Some St.  
Somecity, CA 90034

Dear Mr. Landlord:

This is to formally notify you that Rolanda, Pablo and I will be terminating our tenancy at 1234 Mission St. on June 15, 2002 in order to move home for the summer.

We plan to leave the house/apartment clean and undamaged when we move out. We will call you next week to discuss the return of our security deposit.

Sincerely,

Joe Tenant

### 2. Clean the rental thoroughly.

What is clean? Here is a rough idea:

#### Bathroom:

- Clean the bathtub and shower including the tile and shower curtain.
- Clean the inside and outside of the toilet.
- Clean the sink, medicine cabinet and mirror.
- Scrub the floor.

#### Kitchen:

- Clean the cupboards and drawers. Scour counter tops and sink.
- Clean the refrigerator and defrost it.
- Clean the stove, oven and broiler.
- Scrub the floor.

#### In other rooms:

- Vacuum the carpets thoroughly, clean and wax hardwood floors.
- Remove fingerprints and other marks from the doorjamb and walls.
- Take down posters and pictures.
- Neatly spackle and paint over the holes in the walls so they don't show.
- Vacuum the furniture and be sure to empty all the drawers in the dressers and desks.
- Wash the windows.

Before the moving-out date arrives, ask the landlord to give the rental a preliminary cleaning check. If more work is to be done, you will have time to complete it before the termination of your rental agreement. You and the landlord should give the rental a final inspection together.

Once the rental is spotless, have the landlord inspect it with you. If he agrees that no deductions will be necessary from your security deposit, have him indicate this on the Inventory Checklist or get it in writing. If he is not available to make an inspection, take a

few photographs and have a neighbor look over the rental. Keep all the receipts for rented rug cleaners or cleaning materials such as detergents, sponges, etc. that you purchased. These measures will help prove that you cleaned the place, in case you and your landlord disagree.

### **3. If you're breaking a 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, by signing the lease, you promised him, he can sue you 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. He has to try to re-rent the premises as soon as possible.

It's in your best interest to actively help the landlord find new tenants. Place an ad with off-campus housing and the local newspaper. Have people contact you if they are interested in the place. Present the landlord with a list of names of interested people, keeping copies for yourself.

### **4. Discuss the return of your security deposit with your landlady.**

Be sure she has a forwarding address where she can send your security deposit refund after you move out. Keep in mind that she can legally make deductions from your deposit only for cleaning, repairing damages or unpaid rent you owe him. See below for more information about security deposits.

### **5. Terminate utilities.**

Most services require 24-48 hours notice for termination of their services.

### **6. Return the keys to the manager, landlord or agent.**

## **If Only One Roommate Is Moving Out**

The steps a single departing roommate should take are similar to those cited above. Differences are noted below.

### **1. 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.

### **2. Clean up.**

You should clean your room and a fair share of the common areas of the house. "Fair share of the common areas" might mean doing a big job, like scrubbing out the refrigerator or the oven.

### **3. 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. Call off-campus housing and/or other services to publicize the vacancy.

### **4. Discuss the return of your security deposit and "last month's rent paid in advance".**

If you pre-paid 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 departing roommate to pay rent his final month. When a replacement roommate is found, he reimburses the departing roommate his "last month's rent in advance" and security deposit, less any deductions. The departing roommate should give the replacement a receipt for these payments.

## 5. Terminate household accounts in your name.

If any of the bills are in your name (phone, cable TV, etc.), have the accounts transferred to one of the remaining tenants. This protects your credit rating in case future roommates aren't responsible about paying the bills.

## 6. 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," or "cleaning charge," etc. Regardless of title, any deposit the landlord takes from you is refundable. **Non-refundable deposits are not lawful** in the state of California.

Under law, deposits can be retained by the landlord/lady to cover only three types of expenses: due and unpaid rent, the cost of repairing damages incurred by the tenant, and cleaning costs exclusive of reasonable wear and tear. Expenses associated with reasonable wear and tear must be paid by the landlord

What is reasonable wear and tear? It's open to interpretation, and that's why so many disputes occur. It is clear, however, that any cleaning which is done automatically **regardless of the condition of the rental** should be paid by the landlord. On the other hand, cleaning made necessary because you unreasonably dirtied the rental property is appropriately your responsibility. Be sure to discuss these criteria if your landlord charges you for the cost of cleaning the carpet or drapes. Such items are often cleaned automatically regardless of the rental's condition, in which case you should not be charged.

Three weeks after you move out, the landlord must send you the full deposit, or a portion thereof with an itemized list of the deductions he made. If the deposit or the written explanation does not arrive within 21 days, contact the landlord immediately and find out what's happening. It is probably wise to send him a letter. It might look like this:

July 5, 2002

Linda Landlady  
123 Some St.  
Somecity, CA 90034

Dear Mrs. Landlady:

As you know, I moved out of the rental at 1234 Mission St. on June 15, 2002 after giving 30 days advance notice of my intention to vacate. My roommates and I cleaned the rental thoroughly.

To date, I have not heard anything from you regarding the return of my security deposit. I am aware that under California law, you are required to return my security deposit (and/or send me an accounting 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 Street  
Millennium, CA 12344

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.