Security Deposit Small Claims: Security Deposit Law

California Civil Code Section 1950.5(b)

Statute Language	Training Module Summary
(b) As used in this section, "security" means any payment, fee, deposit, or charge, including, but not limited to, any payment, fee, deposit, or charge, except as provided in Section 1950.6, that is imposed at the beginning of the tenancy to be used to reimburse the landlord for costs associated with processing a new tenant or that is imposed as an advance payment of rent, used or to be used for any purpose, including, but not limited to, any of the following:	**A security deposit is money that a landlord charges a tenant at the beginning of the tenancy for:** Costs of processing a new tenant;
(1) The compensation of a landlord for a tenant's default in the payment of rent.	**Unpaid rent upon move-out;**
What makes up the property: the structure and land (e.g., apartment unit and the building's common areas)	
(2) The repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or by a guest or licensee of the tenant.	Repair for premise damages—beyond ordinary wear and tear—caused by the tenant or their guest;
(3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003.	Cost to clean premises back to the way it was at move-in; and
(4) To remedy future defaults by the tenant in any obligation under the rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.	Cost to restore or return a landlord's personal property—beyond normal wear and tear—if the rental agreement allows.