

California Security Deposit Deduction Guidelines

California landlords may legally withhold all or part of a residential security deposit for certain purposes—among them “repair of damages to the rental unit, exclusive of ordinary wear and tear, caused by the tenant or guests” and “cleaning costs necessary to return the rental unit to the same level of cleanliness it was in at the start of the tenancy.” See [Cal. Civ. Code § 1950.5\(b\)\(2\), \(3\)](#). In other words, a California landlord is financially responsible for all costs associated with addressing “ordinary wear and tear”; a California tenant is responsible for all costs beyond “ordinary wear and tear.” So what is “ordinary wear and tear”? Unfortunately, it is not defined and is therefore frequently the cause of disputes between residential landlords and tenants. These California Security Deposit Deduction Guidelines¹ set forth examples of what might be considered “wear and tear” (i.e., the landlord is financially responsible) and what might not be (i.e., the tenant is financially responsible). These examples are instructive; reasonable people may disagree as to what constitutes “ordinary wear and tear.” The [Security Deposit Toolkit](#), which includes an eBook, templates, samples, and video instructions, provides information regarding steps tenants can take before moving out to decrease the likelihood a former landlord will withhold all or part of the residential security deposit.

“Wear and Tear” (Landlord is Financially Responsible)	Not “Wear and Tear” (Tenant is Financially Responsible)	“Wear and Tear” (Landlord is Financially Responsible)	Not “Wear and Tear” (Tenant is Financially Responsible)
Cracks in window glass	Shattered window glass (e.g., from baseball)	Loose toilet seat	Broken toilet handle/rod
Cracks in wall due to aging/shifting of unit	Fist-sized hole in wall (e.g., from fist)	Discolored bathtub	Cracked bathtub
Small nail holes in wall	Visible gouges of one inch or longer in wall or ceiling	Rusted shower curtain rod	Bent/broken shower curtain rod
Minor, barely visible scratches and nicks on walls and countertops	Scratches and nicks on wall and countertops visible from the other side of the room.	Mineral deposits causing toilet to flush improperly	Clogged toilet due to improper flushing of child’s toy
Discoloration of original paint	Permanent marker writing on wall/walls painted different color without landlord’s permission/repainted areas not matching original color	Discoloration in light fixture	Missing or broken light fixtures
Worn carpet	Burnt, torn, or shredded carpet	Foul-smelling and discolored garbage cans	Large hole in garbage can/missing cans/missing lids
Minor stains in carpet after steam-cleaning	Stained and discolored carpet due to lack of steam cleaning (when tenant was provided steam-cleaned carpet at start of tenancy)	Stain on wall or ceiling from leaking roof	Stain on wall or ceiling from leaking roof Permanent smoke or fire damage to wall or ceiling caused by tenant and not by electrical failure of appliances provided by landlord
Rusting corners of bathroom	Missing tile/torn linoleum in bathroom	Window screen stretched	Window screen torn, broken, or missing
Tire tracks or oil stains in driveway	Cracked/missing pavement in driveway	Bathroom mirror showing wear, spotting	Bathroom mirror cracked, shattered, or missing
Scuffs on floor of interior of unit	Hole in floor/chipped tile	Key sticks in locks	Locks changed without notifying landlord
Small chips or nicks in door frames	Damaged or broken door frames/large hole in door	Discoloration of keys	Keys not returned
Discolored doorknobs and door handles	Missing, broken, or permanently damaged doorknobs and door handles	Window blinds slightly bent	Window blinds broken or missing
Minor scuffs on appliances	Unclean appliances, e.g., caked on food and grease in microwave (when tenant was provided clean appliances at start of tenancy)	Loose faucet handle	Missing, broken, or permanently damaged faucet handle
Nonfunctional appliances outside of typical appliance lifespan not due to improper use	Appliances nonfunctional for reasons other than end of typical appliance lifespan		

¹ Note: These guidelines are for educational purposes only and are not intended to substitute for legal advice. For answers to questions relating to your specific tenancy, contact a tenant rights attorney.