

AMENDED IN ASSEMBLY APRIL 6, 2015

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

ASSEMBLY BILL

No. 418

Introduced by Assembly Member Chiu
(Principal coauthor: Senator Leno)

February 19, 2015

An act to amend Section 1950.5 of, and to amend and repeal Section 1946.7 of, of the Civil Code, relating to tenancy.

LEGISLATIVE COUNSEL'S DIGEST

AB 418, as amended, Chiu. Tenancy: termination: victims of violent crime.

(1) Existing law, until January 1, 2016, authorizes a tenant to notify the landlord in writing that he or she or a household member, as defined, was a victim of an act of domestic violence or sexual assault and that the tenant intends to terminate the tenancy. Existing law requires that the tenant attach to the notice to terminate a tenancy a copy of a temporary restraining order or protective order that protects the tenant or household member from further domestic violence or sexual assault or to attach a report by a peace officer stating that the tenant or household member has filed a report alleging he or she or the household member is a victim of domestic violence or sexual assault.

This bill would *extend these provisions indefinitely and would* reduce the time limit for a tenant to give a notice of intent to vacate to the landlord under these provisions from 30 days to 14 days. ~~The bill would reduce the time that the landlord has to return the tenant's security deposit from 21 days to 14 days and would eliminate certain requirements regarding postvacancy inspections by the landlord when~~

~~the tenant vacates the premises under these provisions. This bill would extend these provisions indefinitely.~~

~~(2) Existing law specifies the conditions required for a landlord to retain some or all of a tenant’s security deposit, based on specified criteria and authorizes the tenant to request an inspection of the premises by the landlord and to be present during the inspection used to assess whether some or all of the security deposit will be retained. use of the security deposit to compensate a landlord for a tenant’s default in the payment of rent.~~

~~This bill would make these inspection provisions inapplicable when the tenancy is terminated by a victim of crime under the above provisions and would make nonsubstantive, organizational changes to these security deposit provisions. provide that the termination of a tenancy by a victim of crime under the above described provisions does not constitute a default in the payment of rent.~~

Vote: majority. Appropriation: no. Fiscal committee: no.
State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 1946.7 of the Civil Code, as amended
2 by Section 1 of Chapter 130 of the Statutes of 2013, is amended
3 to read:

4 1946.7. (a) A tenant may notify the landlord that he or she or
5 a household member was a victim of an act that constitutes an act
6 of domestic violence as defined in Section 6211 of the Family
7 Code, sexual assault as defined in Section 261, 261.5, 262, 286,
8 288a, or 289 of the Penal Code, stalking as defined in Section
9 1708.7, human trafficking as defined in Section 236.1 of the Penal
10 Code, or abuse of an elder or a dependent adult as defined in
11 Section 15610.07 of the Welfare and Institutions Code, and that
12 the tenant intends to terminate the tenancy.

13 (b) A notice to terminate a tenancy under this section shall be
14 in writing, with one of the following attached to the notice:

15 (1) A copy of a temporary restraining order, emergency
16 protective order, or protective order lawfully issued pursuant to
17 Part 3 (commencing with Section 6240) or Part 4 (commencing
18 with Section 6300) of Division 10 of the Family Code, Section
19 136.2 of the Penal Code, Section 527.6 of the Code of Civil
20 Procedure, or Section 213.5 or 15657.03 of the Welfare and

1 Institutions Code that protects the tenant or household member
2 from further domestic violence, sexual assault, stalking, human
3 trafficking, or abuse of an elder or a dependent adult.

4 (2) A copy of a written report by a peace officer employed by
5 a state or local law enforcement agency acting in his or her official
6 capacity stating that the tenant or household member has filed a
7 report alleging that he or she or the household member is a victim
8 of domestic violence, sexual assault, stalking, human trafficking,
9 or abuse of an elder or a dependent adult.

10 (3) (A) Documentation from a qualified third party based on
11 information received by that third party while acting in his or her
12 professional capacity to indicate that the tenant or household
13 member is seeking assistance for physical or mental injuries or
14 abuse resulting from an act of domestic violence, sexual assault,
15 stalking, human trafficking, elder abuse, or dependent adult abuse.

16 (B) The documentation shall contain, in substantially the same
17 form, the following:

18

19 **Tenant Statement and Qualified Third Party Statement**
20 **under Civil Code Section 1946.7**

21

22 Part I. Statement By Tenant

23

24 I, [insert name of tenant], state as follows:

25

26 I, or a member of my household, have been a victim of:
27 [insert one or more of the following: domestic violence, sexual assault, stalking,
28 human trafficking, elder abuse, or dependent adult abuse.]

29

30 The most recent incident(s) happened on or about:

31 [insert date or dates.]

32

33 The incident(s) was/were committed by the following person(s), with these
34 physical description(s), if known and safe to provide:

35 [if known and safe to provide, insert name(s) and physical description(s).]

36

37 _____
38 (signature of tenant) (date)

39

40 Part II. Qualified Third Party Statement

1
2 I, [insert name of qualified third party], state as follows:

3
4 My business address and phone number are:
5 [insert business address and phone number.]

6
7 Check and complete one of the following:
8 ___ I meet the requirements for a sexual assault counselor provided in Section
9 1035.2 of the Evidence Code and I am either engaged in an office, hospital,
10 institution, or center commonly known as a rape crisis center described in that
11 section or employed by an organization providing the programs specified in
12 Section 13835.2 of the Penal Code.

13 ___ I meet the requirements for a domestic violence counselor provided in
14 Section 1037.1 of the Evidence Code and I am employed, whether financially
15 compensated or not, by a domestic violence victim service organization, as
16 defined in that section.

17 ___ I meet the requirements for a human trafficking caseworker provided in
18 Section 1038.2 of the Evidence Code and I am employed, whether financially
19 compensated or not, by an organization that provides programs specified in
20 Section 18294 of the Welfare and Institutions Code or in Section 13835.2 of
21 the Penal Code.

22 ___ I am licensed by the State of California as a:
23 [insert one of the following: physician and surgeon, osteopathic physician and
24 surgeon, registered nurse, psychiatrist, psychologist, licensed clinical social
25 worker, licensed marriage and family therapist, or licensed professional clinical
26 counselor.] and I am licensed by, and my license number is:
27 [insert name of state licensing entity and license number.]

28
29 The person who signed the Statement By Tenant above stated to me that he
30 or she, or a member of his or her household, is a victim of:
31 [insert one or more of the following: domestic violence, sexual assault, stalking,
32 human trafficking, elder abuse, or dependent adult abuse.]
33 The person further stated to me the incident(s) occurred on or about the date(s)
34 stated above.

35
36
37 I understand that the person who made the Statement By Tenant may use this
38 document as a basis for terminating a lease with the person's landlord.
39

1 _____
2 (signature of qualified third party) (date)
3
4

5 (C) The documentation may be signed by a person who meets
6 the requirements for a sexual assault counselor, domestic violence
7 counselor, or a human trafficking caseworker only if the
8 documentation displays the letterhead of the office, hospital,
9 institution, center, or organization, as appropriate, that engages or
10 employs, whether financially compensated or not, this counselor
11 or caseworker.

12 (c) The notice to terminate the tenancy shall be given within
13 180 days of the date that any order described in paragraph (1) of
14 subdivision (b) was issued, within 180 days of the date that any
15 written report described in paragraph (2) of subdivision (b) was
16 made, or within the time period described in Section 1946.

17 (d) (1) If notice to terminate the tenancy is provided to the
18 landlord under this section, the tenant shall be responsible for
19 payment of rent for no more than 14 calendar days following the
20 giving of the notice, or for any shorter appropriate period as
21 described in Section 1946 or the *lease or* rental agreement. The
22 tenant shall be released from any rent payment obligation under
23 the *lease or* rental agreement without penalty. If the premises are
24 relet to another party prior to the end of the obligation to pay rent,
25 the rent owed under this subdivision shall be prorated.

26 (2) *A tenancy terminated pursuant to this section shall not*
27 *constitute a default in the payment of rent by the tenant. No*
28 *deduction may be made pursuant to paragraph (1) of subdivision*
29 *(b) of Section 1950.5 by reason of termination under this section.*
30 *Section 1950.5 shall otherwise apply when a tenancy is terminated*
31 *pursuant to this section.*

32 ~~(e) Existing law governing the security deposit shall apply,~~
33 ~~subject to the following:~~

34 ~~(1) Notwithstanding the 21-day time limit provided in~~
35 ~~subdivision (g) of Section 1950.5, the statement and return of the~~
36 ~~security as provided in that subdivision shall be furnished and~~
37 ~~returned not later than 14 calendar days after the tenant vacated~~
38 ~~the premises pursuant to a notice given under this section.~~

39 ~~(2) Subdivision (f) of Section 1950.5 shall not apply if a tenant~~
40 ~~gives notice under this section.~~

1 ~~(f)~~
 2 (e) Nothing in this section relieves a tenant, other than the tenant
 3 who is, or who has a household member who is, a victim of
 4 domestic violence, sexual assault, stalking, human trafficking, or
 5 abuse of an elder or a dependent adult and members of that tenant’s
 6 household, from their obligations under the *lease or* rental
 7 agreement.

8 ~~(g)~~
 9 (f) (1) “Household member,” as used in this section, means a
 10 member of the tenant’s family who lives in the same household
 11 as the tenant.

12 (2) “Qualified third party,” as used in this section, means a
 13 health practitioner, domestic violence counselor, as defined in
 14 Section 1037.1 of the Evidence Code, a sexual assault counselor,
 15 as defined in Section 1035.2 of the Evidence Code, or a human
 16 trafficking caseworker, as defined in Section 1038.2 of the
 17 Evidence Code.

18 (3) “Health practitioner,” as used in this section, means a
 19 physician and surgeon, osteopathic physician and surgeon,
 20 psychiatrist, psychologist, registered nurse, licensed clinical social
 21 worker, licensed marriage and family therapist, or licensed
 22 professional clinical counselor.

23 (h) (1) A landlord shall not disclose any information provided
 24 by a tenant under this section to a third party unless the disclosure
 25 satisfies any one of the following:

- 26 (A) The tenant consents in writing to the disclosure.
- 27 (B) The disclosure is required by law or order of the court.

28 (2) A landlord’s communication to a qualified third party who
 29 provides documentation under paragraph (3) of subdivision (b) to
 30 verify the contents of that documentation is not disclosure for
 31 purposes of this subdivision.

32 SEC. 2. Section 1946.7 of the Civil Code, as added by Section
 33 2 of Chapter 130 of the Statutes of 2013, is repealed.

34 ~~SEC. 3. Section 1950.5 of the Civil Code is amended to read:~~
 35 ~~1950.5. (a) This section applies to security for a rental~~
 36 ~~agreement for residential property that is used as the dwelling of~~
 37 ~~the tenant.~~

38 ~~(b) As used in this section, “security” means any payment, fee,~~
 39 ~~deposit, or charge, including, but not limited to, any payment, fee,~~
 40 ~~deposit, or charge, except as provided in Section 1950.6, that is~~

1 imposed at the beginning of the tenancy to be used to reimburse
2 the landlord for costs associated with processing a new tenant or
3 that is imposed as an advance payment of rent, used or to be used
4 for any purpose, including, but not limited to, any of the following:

5 (1) ~~The compensation of a landlord for a tenant's default in the~~
6 ~~payment of rent.~~

7 (2) ~~The repair of damages to the premises, exclusive of ordinary~~
8 ~~wear and tear, caused by the tenant or by a guest or licensee of the~~
9 ~~tenant.~~

10 (3) ~~The cleaning of the premises upon termination of the tenancy~~
11 ~~necessary to return the unit to the same level of cleanliness it was~~
12 ~~in at the inception of the tenancy. The amendments to this~~
13 ~~paragraph enacted by the act adding this sentence shall apply only~~
14 ~~to tenancies for which the tenant's right to occupy begins after~~
15 ~~January 1, 2003.~~

16 (4) ~~To remedy future defaults by the tenant in any obligation~~
17 ~~under the rental agreement to restore, replace, or return personal~~
18 ~~property or appurtenances, exclusive of ordinary wear and tear, if~~
19 ~~the security deposit is authorized to be applied thereto by the rental~~
20 ~~agreement.~~

21 (e) ~~A landlord may not demand or receive security, however~~
22 ~~denominated, in an amount or value in excess of an amount equal~~
23 ~~to two months' rent, in the case of unfurnished residential property,~~
24 ~~and an amount equal to three months' rent, in the case of furnished~~
25 ~~residential property, in addition to any rent for the first month paid~~
26 ~~on or before initial occupancy.~~

27 ~~This subdivision does not prohibit an advance payment of not~~
28 ~~less than six months' rent if the term of the lease is six months or~~
29 ~~longer.~~

30 ~~This subdivision does not preclude a landlord and a tenant from~~
31 ~~entering into a mutual agreement for the landlord, at the request~~
32 ~~of the tenant and for a specified fee or charge, to make structural,~~
33 ~~decorative, furnishing, or other similar alterations, if the alterations~~
34 ~~are other than cleaning or repairing for which the landlord may~~
35 ~~charge the previous tenant as provided by subdivision (e).~~

36 (d) ~~Any security shall be held by the landlord for the tenant who~~
37 ~~is party to the lease or agreement. The claim of a tenant to the~~
38 ~~security shall be prior to the claim of any creditor of the landlord.~~

39 (e) ~~The landlord may claim of the security only those amounts~~
40 ~~as are reasonably necessary for the purposes specified in~~

1 subdivision (b). The landlord may not assert a claim against the
2 tenant or the security for damages to the premises or any defective
3 conditions that preexisted the tenancy, for ordinary wear and tear
4 or the effects thereof, whether the wear and tear preexisted the
5 tenancy or occurred during the tenancy, or for the cumulative
6 effects of ordinary wear and tear occurring during any one or more
7 tenancies.

8 (f) (1) ~~Within a reasonable time after notification of either~~
9 ~~party's intention to terminate the tenancy, or before the end of the~~
10 ~~lease term, the landlord shall notify the tenant in writing of his or~~
11 ~~her option to request an initial inspection and of his or her right to~~
12 ~~be present at the inspection. The requirements of this subdivision~~
13 ~~do not apply when the tenancy is terminated pursuant to subdivision~~
14 ~~(2), (3), or (4) of Section 1161 of the Code of Civil Procedure or~~
15 ~~Section 1946.7 of this code. At a reasonable time, but no earlier~~
16 ~~than two weeks before the termination or the end of lease date, the~~
17 ~~landlord, or an agent of the landlord, shall, upon the request of the~~
18 ~~tenant, make an initial inspection of the premises prior to any final~~
19 ~~inspection the landlord makes after the tenant has vacated the~~
20 ~~premises. The purpose of the initial inspection shall be to allow~~
21 ~~the tenant an opportunity to remedy identified deficiencies, in a~~
22 ~~manner consistent with the rights and obligations of the parties~~
23 ~~under the rental agreement, in order to avoid deductions from the~~
24 ~~security. If a tenant chooses not to request an initial inspection,~~
25 ~~the duties of the landlord under this subdivision are discharged. If~~
26 ~~an inspection is requested, the parties shall attempt to schedule the~~
27 ~~inspection at a mutually acceptable date and time. The landlord~~
28 ~~shall give at least 48 hours' prior written notice of the date and~~
29 ~~time of the inspection if either a mutual time is agreed upon, or if~~
30 ~~a mutually agreed time cannot be scheduled but the tenant still~~
31 ~~wishes an inspection. The tenant and landlord may agree to forgo~~
32 ~~the 48-hour prior written notice by both signing a written waiver.~~
33 ~~The landlord shall proceed with the inspection whether the tenant~~
34 ~~is present or not, unless the tenant previously withdrew his or her~~
35 ~~request for the inspection. Written notice by the landlord shall~~
36 ~~contain, in substantially the same form, the following:~~

37
38 “State law permits former tenants to reclaim abandoned personal
39 property left at the former address of the tenant, subject to certain
40 conditions. You may or may not be able to reclaim property without

1 incurring additional costs, depending on the cost of storing the
2 property and the length of time before it is reclaimed. In general,
3 these costs will be lower the sooner you contact your former
4 landlord after being notified that property belonging to you was
5 left behind after you moved out.”

6
7 (2) ~~Based on the inspection, the landlord shall give the tenant~~
8 ~~an itemized statement specifying repairs or cleanings that are~~
9 ~~proposed to be the basis of any deductions from the security the~~
10 ~~landlord intends to make pursuant to paragraphs (1) to (4),~~
11 ~~inclusive, of subdivision (b). This statement shall also include the~~
12 ~~texts of paragraphs (1) to (4), inclusive, of subdivision (b). The~~
13 ~~statement shall be given to the tenant, if the tenant is present for~~
14 ~~the inspection, or shall be left inside the premises.~~

15 (3) ~~The tenant shall have the opportunity during the period~~
16 ~~following the initial inspection until termination of the tenancy to~~
17 ~~remedy identified deficiencies, in a manner consistent with the~~
18 ~~rights and obligations of the parties under the rental agreement, in~~
19 ~~order to avoid deductions from the security.~~

20 (4) ~~Nothing in this subdivision shall prevent a landlord from~~
21 ~~using the security for deductions itemized in the statement provided~~
22 ~~for in paragraph (2) that were not cured by the tenant so long as~~
23 ~~the deductions are for damages authorized by this section.~~

24 (5) ~~Nothing in this subdivision shall prevent a landlord from~~
25 ~~using the security for any purpose specified in paragraphs (1) to~~
26 ~~(4), inclusive, of subdivision (b) that occurs between completion~~
27 ~~of the initial inspection and termination of the tenancy or was not~~
28 ~~identified during the initial inspection due to the presence of a~~
29 ~~tenant’s possessions.~~

30 (g) (1) (A) ~~The landlord shall furnish the tenant, by personal~~
31 ~~delivery or by first-class mail, postage prepaid, a copy of an~~
32 ~~itemized statement indicating the basis for, and the amount of, any~~
33 ~~security received and the disposition of the security, and shall~~
34 ~~return any remaining portion of the security to the tenant within~~
35 ~~both of the following time constraints:~~

36 (i) ~~No later than 21 calendar days after the tenant has vacated~~
37 ~~the premises, or, for a vacancy pursuant to Section 1946.7, not~~
38 ~~later than 14 calendar days after the tenant has vacated the~~
39 ~~premises.~~

1 (ii) ~~Not earlier than the time that either the landlord or the tenant~~
2 ~~provides a notice to terminate the tenancy under Section 1946 or~~
3 ~~1946.1 of this code or Section 1161 of the Code of Civil Procedure,~~
4 ~~or not earlier than 60 calendar days prior to the expiration of a~~
5 ~~fixed-term lease.~~

6 ~~(B) After either the landlord or the tenant provides notice to~~
7 ~~terminate the tenancy, the landlord and tenant may mutually agree~~
8 ~~to do either of the following:~~

9 ~~(i) Have the landlord deposit any remaining portion of the~~
10 ~~security deposit electronically to a bank account or other financial~~
11 ~~institution designated by the tenant.~~

12 ~~(ii) Have the landlord provide a copy of the itemized statement~~
13 ~~along with the copies required by paragraph (2) to an email account~~
14 ~~provided by the tenant.~~

15 ~~(2) Along with the itemized statement, the landlord shall also~~
16 ~~include copies of documents showing charges incurred and~~
17 ~~deducted by the landlord to repair or clean the premises, as follows:~~

18 ~~(A) If the landlord or landlord's employee did the work, the~~
19 ~~itemized statement shall reasonably describe the work performed.~~
20 ~~The itemized statement shall include the time spent and the~~
21 ~~reasonable hourly rate charged.~~

22 ~~(B) If the landlord or landlord's employee did not do the work,~~
23 ~~the landlord shall provide the tenant a copy of the bill, invoice, or~~
24 ~~receipt supplied by the person or entity performing the work. The~~
25 ~~itemized statement shall provide the tenant with the name, address,~~
26 ~~and telephone number of the person or entity, if the bill, invoice,~~
27 ~~or receipt does not include that information.~~

28 ~~(C) If a deduction is made for materials or supplies, the landlord~~
29 ~~shall provide a copy of the bill, invoice, or receipt. If a particular~~
30 ~~material or supply item is purchased by the landlord on an ongoing~~
31 ~~basis, the landlord may document the cost of the item by providing~~
32 ~~a copy of a bill, invoice, receipt, vendor price list, or other vendor~~
33 ~~document that reasonably documents the cost of the item used in~~
34 ~~the repair or cleaning of the unit.~~

35 ~~(3) If a repair to be done by the landlord or the landlord's~~
36 ~~employee cannot reasonably be completed within 21 calendar days~~
37 ~~after the tenant has vacated the premises, or if the documents from~~
38 ~~a person or entity providing services, materials, or supplies are not~~
39 ~~in the landlord's possession within 21 calendar days after the tenant~~
40 ~~has vacated the premises, the landlord may deduct the amount of~~

1 a good faith estimate of the charges that will be incurred and
2 provide that estimate with the itemized statement. If the reason for
3 the estimate is because the documents from a person or entity
4 providing services, materials, or supplies are not in the landlord's
5 possession, the itemized statement shall include the name, address,
6 and telephone number of the person or entity. Within 14 calendar
7 days of completing the repair or receiving the documentation, the
8 landlord shall complete the requirements in paragraphs (1) and (2)
9 in the manner specified.

10 (4) The landlord need not comply with paragraph (2) or (3) if
11 either of the following applies:

12 (A) The deductions for repairs and cleaning together do not
13 exceed one hundred twenty-five dollars (\$125).

14 (B) The tenant waived the rights specified in paragraphs (2) and
15 (3). The waiver shall only be effective if it is signed by the tenant
16 at the same time or after a notice to terminate a tenancy under
17 Section 1946 or 1946.1 has been given, a notice under Section
18 1161 of the Code of Civil Procedure has been given, or no earlier
19 than 60 calendar days prior to the expiration of a fixed-term lease.
20 The waiver shall substantially include the text of paragraph (2).

21 (5) Notwithstanding paragraph (4), the landlord shall comply
22 with paragraphs (2) and (3) when a tenant makes a request for
23 documentation within 14 calendar days after receiving the itemized
24 statement specified in paragraph (1). The landlord shall comply
25 within 14 calendar days after receiving the request from the tenant.

26 (6) Any mailings to the tenant pursuant to this subdivision shall
27 be sent to the address provided by the tenant. If the tenant does
28 not provide an address, mailings pursuant to this subdivision shall
29 be sent to the unit that has been vacated.

30 (h) Upon termination of the landlord's interest in the premises,
31 whether by sale, assignment, death, appointment of receiver, or
32 otherwise, the landlord or the landlord's agent shall, within a
33 reasonable time, do one of the following acts, either of which shall
34 relieve the landlord of further liability with respect to the security
35 held:

36 (1) Transfer the portion of the security remaining after any
37 lawful deductions made under subdivision (e) to the landlord's
38 successor in interest. The landlord shall thereafter notify the tenant
39 by personal delivery or by first-class mail, postage prepaid, of the
40 transfer, of any claims made against the security, of the amount

1 of the security deposited, and of the names of the successors in
2 interest, their addresses, and their telephone numbers. If the notice
3 to the tenant is made by personal delivery, the tenant shall
4 acknowledge receipt of the notice and sign his or her name on the
5 landlord's copy of the notice.

6 (2) Return the portion of the security remaining after any lawful
7 deductions made under subdivision (e) to the tenant, together with
8 an accounting as provided in subdivision (g).

9 (i) Prior to the voluntary transfer of a landlord's interest in the
10 premises, the landlord shall deliver to the landlord's successor in
11 interest a written statement indicating the following:

12 (1) The security remaining after any lawful deductions are made.

13 (2) An itemization of any lawful deductions from any security
14 received.

15 (3) His or her election under paragraph (1) or (2) of subdivision
16 (h).

17 This subdivision does not affect the validity of title to the real
18 property transferred in violation of this subdivision.

19 (j) (1) In the event of noncompliance with subdivision (h), the
20 landlord's successors in interest shall be jointly and severally liable
21 with the landlord for repayment of the security, or that portion
22 thereof to which the tenant is entitled, when and as provided in
23 subdivisions (e) and (g). A successor in interest of a landlord may
24 not require the tenant to post any security to replace that amount
25 not transferred to the tenant or successors in interest as provided
26 in subdivision (h), unless and until the successor in interest first
27 makes restitution of the initial security as provided in paragraph
28 (2) of subdivision (h) or provides the tenant with an accounting as
29 provided in subdivision (g).

30 (2) This subdivision does not preclude a successor in interest
31 from recovering from the tenant compensatory damages that are
32 in excess of the security received from the landlord previously
33 paid by the tenant to the landlord.

34 (3) Notwithstanding this subdivision, if, upon inquiry and
35 reasonable investigation, a landlord's successor in interest has a
36 good faith belief that the lawfully remaining security deposit is
37 transferred to him or her or returned to the tenant pursuant to
38 subdivision (h), he or she is not liable for damages as provided in
39 subdivision (l), or any security not transferred pursuant to
40 subdivision (h).

1 ~~(k) Upon receipt of any portion of the security under paragraph~~
2 ~~(1) of subdivision (h), the landlord's successors in interest shall~~
3 ~~have all of the rights and obligations of a landlord holding the~~
4 ~~security with respect to the security.~~

5 ~~(l) The bad faith claim or retention by a landlord or the~~
6 ~~landlord's successors in interest of the security or any portion~~
7 ~~thereof in violation of this section, or the bad faith demand of~~
8 ~~replacement security in violation of subdivision (j), may subject~~
9 ~~the landlord or the landlord's successors in interest to statutory~~
10 ~~damages of up to twice the amount of the security, in addition to~~
11 ~~actual damages. The court may award damages for bad faith~~
12 ~~whenever the facts warrant that award, regardless of whether the~~
13 ~~injured party has specifically requested relief. In an action under~~
14 ~~this section, the landlord or the landlord's successors in interest~~
15 ~~shall have the burden of proof as to the reasonableness of the~~
16 ~~amounts claimed or the authority pursuant to this section to demand~~
17 ~~additional security deposits.~~

18 ~~(m) No lease or rental agreement may contain a provision~~
19 ~~characterizing any security as "nonrefundable."~~

20 ~~(n) An action under this section may be maintained in small~~
21 ~~claims court if the damages claimed, whether actual, statutory, or~~
22 ~~both, are within the jurisdictional amount allowed by Section~~
23 ~~116.220 or 116.221 of the Code of Civil Procedure.~~

24 ~~(o) Proof of the existence of and the amount of a security deposit~~
25 ~~may be established by any credible evidence, including, but not~~
26 ~~limited to, a canceled check, a receipt, a lease indicating the~~
27 ~~requirement of a deposit as well as the amount, prior consistent~~
28 ~~statements or actions of the landlord or tenant, or a statement under~~
29 ~~penalty of perjury that satisfies the credibility requirements set~~
30 ~~forth in Section 780 of the Evidence Code.~~

31 ~~(p) The amendments to this section made during the 1985~~
32 ~~portion of the 1985-86 Regular Session of the Legislature that are~~
33 ~~set forth in subdivision (e) are declaratory of existing law.~~

34 ~~(q) The amendments to this section made during the 2003~~
35 ~~portion of the 2003-04 Regular Session of the Legislature that are~~
36 ~~set forth in paragraph (1) of subdivision (f) are declaratory of~~
37 ~~existing law.~~

O