



When viewing a rental unit, be prepared to inspect for problems or damages. Take note of how well the property has been cared for and how the landlord or owner showing you the unit responds to your questions, concerns or requirements. Laws require landlords to repair some problems, however, if the repairs needed are not required by law, it is up to you to reach an agreement with the landlord before renting the unit. Write a description of all problems that exist before you move in and ask the landlord to sign an agreement that all or certain problems will be corrected by an agreed upon date. This procedure will help to avoid disagreements about your responsibility for pre-existing problems. It will also reduce disputes over the landlord using your security deposit to repair pre-existing problems. The following checklist includes some potential problems or conditions worth inspecting when viewing a rental unit:

Wear & Tear

- Carpet - new, cleaned, worn, or soiled?
- Check base boards for gouges
- Condition of kitchen appliances - freezer, refrigerator, stove, dishwasher, microwave
- Scratches, stains, or damages to hardwood floors
- Cracked or dirty tiles in kitchen or bath
- Look for holes / cracks in walls and ceiling
- If furnished, inspect furniture for rips, tears and other wear
- Check window or door screens for tears
- Look for signs of leaks under sinks
- Look for leaks in bathroom or kitchen fixtures or indications of rust in taps
- Check for good water pressure in sinks, toilets, and showers
- Take photos of any flaws or irregularities in the unit before you move in, and keep the photos with your lease.

Maintenance

- Ask about maintenance, is there an on-site manager?
- Who is responsible for maintenance of hallways, entries, yard, garden or surrounding property?

Heating & Air Conditioning

- Check for working heating and / or air cooling conditions. Is there adequate ventilation?
- Check pilot lights / gas from heater or stove controls
- Check water heater- gas or electric?

Lighting & Electrical

- Number of electrical outlets / grounded plugs
- Accessible lighting inside and outside entrance

Safety

- Accessible fire extinguishers and smoke alarms
- Location of exits clearly marked in case of fire
- Check for windows painted shut and working hinges
- Adequate security system at all entrances
- Sufficient locks on windows and doors

- Effective doorbells and intercoms
- Look for signs of rodents, vermin or insects
- What year was building constructed? If before 1978 has lead paint been removed?
- Has asbestos been removed?

Questions to Ask Your Landlord

- When is the rent due?
- Are pets accepted? If so, what is the Pet Policy?
- What miscellaneous costs or expenses is the tenant responsible for (water, garbage, electric, etc.)?

Amenities

- Sufficient closet space for the number of occupants
- Sufficient shelving in kitchen and bath
- Sound insulation between you and neighbors, and traffic outside
- Laundry facilities availability
- Parking availability
- Additional storage space availability
- Adequate drapes, blinds, screens

REFUND OF SECURITY DEPOSITS

The best protection to insure that you will get your security deposit back is to take precautions before you take possession of a unit. By taking steps now you will avoid the unwanted headache of small claims court later.

1. Get an itemized receipt for your deposit. Note: there is no such thing as a "non-refundable" security deposit (i.e. key deposit, cleaning fee) — all money paid in addition to first month's rent is refundable.
2. Thoroughly inspect your unit before you move in; use the renter's inspection guide checklist above. Take pictures or videotape before you move in to your new unit and ask the landlord to sign and date an inventory list of any pre-existing damage.
3. On the day you move out get the landlord or manager to do a walk through with you. If the unit meets their standard of "reasonable cleanliness" and there is no damage ask for your deposit when you return your keys. A walk-through must be done within 2 weeks of tenancy and the landlord must allow you to fix anything which is wrong. If it's not possible for you to participate, take pictures or videotape when you leave.

California law specifies procedures that a landlord must use if he or she wants to keep all or any part of a security deposit. Security Deposits may only be used for the following purposes:

1. To clean the rental unit after the tenant moves out, if the unit was not as clean as when the tenant rented it.
2. To repair damages caused by the tenant or the tenant's guest - outside of normal wear & tear.
3. To replace or restore furniture, furnishings, or other items of personal property, exclusive of normal wear and tear (including keys), if the rental agreement allows it.
4. For unpaid rent. (Therefore be sure to give 30 days written notice before you move.)

Landlords may only withhold from the security deposit amounts that are considered reasonable to cover costs for these purposes. The security deposit may not be used for cleaning or repairing items that are damaged by normal wear and tear, for repairing defects that existed prior to occupancy by the tenant whose deposit is in question, or for cleaning a rental unit that is as clean as it was when the tenant moved in.

Within 3 weeks (21 days) after a tenant moves out, the landlord must send a tenant a full refund of the security deposit or an itemized written statement that lists reasons for and amounts of any deductions from the deposit, with a refund of any amounts not deducted. If the tenant feels the landlord has withheld an unfair portion of the security deposit, the tenant should immediately contact the landlord in writing to request the refund due. This request should be sent by certified mail to prove

that the landlord has received the letter. The tenant must keep copy of all correspondence to the landlord and the receipt for certified mailings for personal records.

Interest on Security Deposits

In the city and county of San Francisco, the maximum amount a landlord can charge for all deposits (including last month's rent) is twice the amount of one month's rent for an unfurnished apartment or three times one month's rent for furnished. The landlord must pay you interest per year on your deposit after September 1, 1983. From 9/1/1983 to 8/3/2002 the interest amount is 5%; from 8/4/2002 to 2/28/2003 the interest is 3.4%, from 3/1/2003 to 2/28/2004 the interest is 1.2%; from 3/1/2004 to 2/28/2005 the interest is 1.2%; from 3/1/2005 to 2/28/2006 the interest is 1.7%; from 3/1/2006 to 2/28/2007 the interest is 3.7%; and from 3/1/2007 to 2/28/2008 the interest is 5.2%. This rate is indexed and published annually by the Rent Board. The landlord must pay this at least once a year and may deduct a \$21.50 "Rent Board Fee" from it (Chapter 49 of the SF Administrative Code).

For more information on getting your security deposit back visit www.sftu.org/deposit.html or contact the San Francisco Rent Board at 25 Van Ness Ave., Suite 320, SF, CA 94102. 24-Hour Information Line & Counseling: (415) 252-4600