

California Apartment Association's Managing Rental Housing Supplement

To Be Used with the Tenth Edition
New Laws for 2021-2025



Listed resources such as papers and forms can be found at www.caanet.org.
Member must be logged into CAA website in order to access.

Security Deposit Requirements

The security deposit law, [Civil Code 1950.5](#), has been amended to impose new requirements as to what must be included in an Itemized Disposition of Security Deposit that must be provided to a resident who has vacated a rental unit, as well as to clarify existing limitations on allowable deductions from security deposits.

Effective April 1, 2025, the law now requires photographs of the rental unit to be taken: (1) within a reasonable time after possession of the rental unit is returned to the landlord, but prior to the completion of any repairs or cleanings for which a deduction is made; and (2) within a reasonable time after repairs or cleanings for which a deduction is made are completed. In addition, effective July 1, 2025, photographs of the rental unit must be taken immediately before, or at the inception of, the tenancy. These photographs, along with a written explanation of the costs associated with any deductions, must be provided together with the Itemized Disposition of Security Deposit.

Further, starting January 1, 2025, the law adds an additional requirement that landlords include a written explanation detailing the cost of any allowable cleaning or repairs for which a deduction from the deposit is taken.

In addition to the new requirements to include photos and written explanations of costs associated with any deductions together with the Itemized Disposition of the Security Deposit, the law was amended to clarify two aspects of the existing law. The law has always provided that a landlord may charge for cleaning of a rental unit only if, and to the extent, necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. This rule applies to professional cleaning and carpet cleaning charges as well as any other cleaning charges. However, effective January 1, 2025, the law was amended to expressly clarify that the rule applies to professional cleaning and carpet cleaning, just as they would for any other cleaning or repair charges.

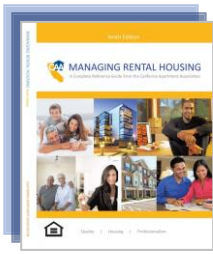
Second, while the law has always prohibited landlords from charging residents for anything other than the cost of repairing any damage to a rental unit caused by a resident. Under the law it has always been implicit that a landlord cannot use any damage caused by a resident as an opportunity to charge the resident the cost of any improvement or upgrade made to the rental unit after the resident has vacated. However, effective January 1, 2025, the law was amended to expressly clarify that a landlord cannot charge a resident an amount that exceeds the cost incurred to return the rental unit to the condition it was in before the tenancy, such as for materials or work done to improve the rental unit.

Industry Insight: [Security Deposits: Collection and Return](#)

Form CA-290: [Itemized Disposition of Security Deposit](#)

Form CA-292: [Waiver of Right to Receive Documentation](#)





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Restrictions on Security Deposits for Military Personnel

Effective April 1, 2025, California law requires that if a landlord charges a service member who rents residential property in which the service member will reside a higher than standard or advertised security deposit due to the credit history, credit score, housing history, or other factor related to the resident, the Landlord must do all of the following:

1. Provide the Resident with a written statement of the amount of the higher security deposit and an explanation why the higher amount is being charged;
2. Return the additional amount to the Resident after no more than six months of residency if the Resident is not in arrears for any rent due during that period; and,
3. State the return date in the rental/lease agreement.

This law can be found at Civil Code Section 1950.5(5).

Industry Insight: [Military Personnel: Renting to Military](#)

Form CA-104: [Military Service Member Increase Security Deposit Addendum](#)

Fee Prohibitions

Effective January 1, 2025, the law prohibits a landlord from charging a resident any fee for serving, posting, or otherwise delivering any termination notice (including 3-day notices, 30-day notices, and 60-day notices). Further, effective January 1, 2025, the law prohibits a landlord from charging a resident any fee for paying their rent or security deposit by check. This law can be found at Civil Code Section 1947.3.

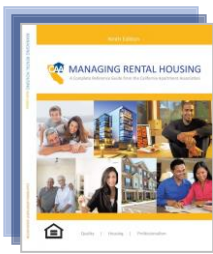
Industry Insight: [Payment of Rent and Security Deposits](#)

Balcony Inspection Deadline Extension

Legislation enacted in 2018 requires inspection of balconies and other exterior elevated elements at multi-family properties with three (3) or more dwelling units in California to be completed by January 1, 2025, and every 6 years thereafter. Effective January 1, 2025, the law was amended to extend the inspection deadline from January 1, 2025, to January 1, 2026. The law can be found at Health & Safety Code Section 17973.

Industry Insight: [California State Balcony Inspection Law](#)





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Domestic Violence – Expansion of Lock Change Protections

Effective January 1, 2025, this law expands California's lock change protections for victims of domestic violence. The law extends lock change protections beyond tenants who are victims of domestic violence to include immediate family or household members of the tenant who are victims of domestic violence, as long as the tenant is not the perpetrator.

The law also broadens the types of acceptable supporting documentation that can be submitted with a lock change request, as long as the tenant is not the perpetrator. In addition to court orders and police reports, tenants may now provide documentation from a qualified third party, such as a medical professional, counselor, or victim advocate, confirming that the tenant or their household or immediate family member is seeing assistance for physical or mental injuries resulting from domestic violence. Alternatively, tenants can submit any other form of documentation that reasonably verifies the domestic violence, such as a signed statement from the tenant affirming the occurrence of domestic violence.

Additionally, the law clarifies that when a tenant submits a valid lock change request, landlords must change the locks at their sole expense within 24 hours. If the landlord fails to comply, the tenant is permitted to change the locks themselves and seek reimbursement, which the landlord must provide within 21 days.

Finally, the law prohibits landlords from taking adverse actions against prospective tenants based on: (i) their prior use of lock change protections, (ii) their status as domestic violence victims, or (iii) an allegation that they breached a lease or rental agreement if the alleged breach stemmed from an act of domestic violence and the prospective tenant is not alleged to have been the perpetrator. Such prohibited adverse actions include denying rental applications or imposing different or less favorable lease terms based on a prospective tenant's status as a victim of domestic violence or their prior use of lock change protections.

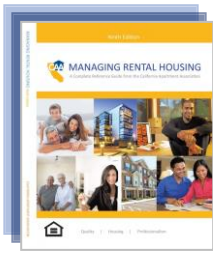
The specific provisions of this law can be found in Civil Code Sections 1941.5, 1941.6 and 1946.9.

Industry Insight – [*Protections for Victims of Domestic Violence and Other Crimes*](#)

Screening Fee Reforms

Effective January 1, 2025, this law requires landlords in California who charge screening fees to adopt one of two permissible policies. Under the "first qualified, first approved" approach, landlords: (1) must provide a copy of their written screening criteria to applicants with the rental application, (2) consider applications in the order received, (3) only charge a screening fee if an application is actually considered, (4) must approve the first applicant who meets the landlord's screening criteria, and (5) issue a refund of an application fee within 7 days in the event the fee is inadvertently charged as the result of multiple concurrent application submissions. Alternatively, a landlord may implement a policy to refund any screening fees collected to any and all unapproved applicants, regardless of the reason (i.e., even if the reason for denial is because the applicant does not meet the landlord's screening criteria), within 7 days of selecting a tenant. Note that if a landlord chooses not to charge screening fees, they are not required to adopt either of the two policies.





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Additionally, the law requires any landlord who collects a screening fee to provide applicants with a copy of their consumer credit report via personal delivery, mail, or email within 7 days of receipt of the report, regardless of whether an applicant requests a copy of such report. This obligation applies alongside other laws that give applicants a right to receive a copy of any screening reports obtained by the landlord.

Industry Insight – [Prospective Tenants and Screening Fees](#)

Industry Insight – [Screening Potential Tenants Using Consumer Reports](#)

Form CA-001 – [Application to Rent](#)

Positive Rent Payment Reporting

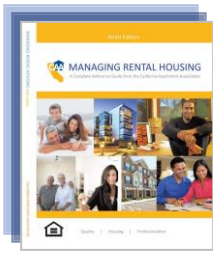
Starting April 1, 2025, landlords of market-rate residential rental properties with sixteen (16) or more units, as well as certain smaller properties owned by specific corporate entities, must offer tenants the option to report their positive rent payment history to a nationwide consumer reporting agency. Positive rent payment history refers to timely and complete payments but excludes late or missed payments. For leases entered into on and after April 1, 2025, the landlord must offer to report positive rent payments for each resident obligated on the rental/lease agreement at the time the agreement is entered into and at least once annually thereafter. For existing leases (i.e., those with rental/lease agreements entered into before April 1, 2025), the landlord must offer to report positive rent payments for each resident obligated on the rental/lease agreement by April 1, 2025, and at least once annually thereafter. Tenants who choose to opt in may be charged a fee of up to \$10 per month to cover costs.

While the law primarily applies to buildings with sixteen (16) or more units, it can also apply to properties with fifteen (15) or fewer units if two conditions are met. First, the landlord must own more than one residential rental property, regardless of the number of units in each. Second, the landlord must be either a real estate investment trust (REIT), a corporation, or a limited liability company (LLC) with at least one corporate member.

The offer to report positive rent payment history must include specific details including: a statement that participation is optional, the names of the consumer reporting agencies to which payments will be reported, and the fee amount, if applicable, which cannot exceed \$10 per month. Additionally, landlords must provide clear instructions for submitting the election form, either via first-class mail or email. The offer must also state that tenants can opt in at any time and opt out as long as six months have passed before re-enrolling. The opt-out process must be explained in the materials, and a signature section must be included for tenants to confirm their decision. Landlords are required to deliver this offer in writing, either by email or first-class mail. For mailed offers, landlords must include a stamped, self-addressed envelope for the tenant to return the form. Furthermore, each tenant listed on a lease must receive their own election form to allow for individual decisions.

In addition to the new positive rent reporting law for market-rate residential rental properties, a separate law requiring rent reporting by landlords of assisted housing developments (i.e., properties that receive government housing subsidies), which was originally set to expire on January 1, 2025, was amended to remain in effect permanently.





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While both laws aim to help renters build credit histories, they differ in scope. The new positive rent reporting law for market-rate residential properties limits reporting to positive rent payments only, whereas the law requiring rent reporting for assisted housing developments permits landlords to report all payment types, including late and missed payments.

The new positive rent reporting law can be found in Civil Code Section 1954.07 and the amended rent reporting law applicable to assisted housing developments can be found in Civil Code Section 1954.06.

Industry Insight – [Rent Reporting Obligations](#)

Form CA-103 – [Offer of Positive Rental Payment Information Reporting Addendum](#)

Form CA-342 – [Offer of Positive Rental Payment Information Reporting](#)

Eviction Process

Effective January 1, 2025, this law extends the timeframe for a defendant in an unlawful detainer action to file a response to a complaint. Defendants will now have ten (10) court days, instead of five (5), to file their response after being served with the complaint.

The law also updates the procedures for demurrers and motions to strike in unlawful detainer actions. Hearings on these motions must be held 5 to 7 court days after the notice of motion is filed, unless the court orders a later hearing date on "good cause shown." Plaintiffs are no longer required to file written opposition to these motions. Instead, they may present their arguments in opposition orally at the hearing. Defendants are likewise permitted to reply orally to any oral opposition raised by plaintiffs during the hearing. Despite this procedural change, plaintiffs retain the option to submit written opposition to these motions if they prefer. Any written opposition must be filed at least one (1) court day before the hearing, and courts may exercise their discretion to consider written opposition filed after this deadline.

The specific provisions of this law can be found in Code of Civil Procedure Sections 1167 and 1170.

