

AMENDED IN ASSEMBLY APRIL 25, 2024

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

ASSEMBLY BILL

No. 2801

Introduced by Assembly Member Friedman

February 15, 2024

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

LEGISLATIVE COUNSEL'S DIGEST

AB 2801, as amended, Friedman. Tenancy: security deposits.

Existing law regulates the terms and conditions of residential tenancies, including limitations on the demanding or receiving of security, as defined, from a tenant and charging amounts against the tenant or the security. Existing law limits the landlord's claim of the security to only those amounts as are reasonably necessary for specified purposes, including, but not limited to, 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, and the cleaning of the premises upon the termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy.

Existing law prohibits a landlord from asserting a claim against the tenant or the security for damages to the premises or any defective conditions that preexisted the tenancy, for ordinary wear and tear or the effects thereof, or for the cumulative effects of ordinary wear and tear occurring during any one or more tenancies.

This bill would limit claims against the tenant or the security for materials or supplies *and for work performed by a contractor, the landlord, or the landlord's employee* to the amount necessary to ~~make~~ reasonable replacements. ~~The bill would limit claims against the tenant or the security for materials or supplies related to repairs to those~~

necessary to restore the premises back to the ~~same~~ condition it was in at the inception of the tenancy, exclusive of ordinary wear and tear. The bill would also prohibit a landlord from requiring a tenant to pay for, or asserting a claim against the tenant or the security for, professional carpet cleaning or other professional cleaning ~~services~~. *services, unless reasonably necessary to return the premises to the condition that it was in at the inception of the tenancy, exclusive of ordinary wear and tear.*

Existing law requires the landlord to notify, within a reasonable time after notification of either party's intention to terminate the tenancy or before the end of the lease term, the tenant in writing of the tenant's option to request an initial inspection and of the tenant's right to be present at the inspection. Existing law sets forth procedures for requesting the inspection and requires the landlord to give the tenant an itemized statement specifying repairs or cleanings that are proposed to be the basis of any deductions from the security, as specified. *Existing law provides that the initial inspection and related requirements do not prevent a landlord from using the security for specified purposes that occur between completion of the initial inspection and termination of the tenancy or that were not identified during the initial inspection due to the presence of a tenant's possessions.*

~~This bill would, if an initial inspection is conducted, would instead provide that the initial inspection and related requirements do not prevent a landlord from using the security for specified purposes that occur between completion of initial inspection and when possession of the unit is returned to the landlord or that were not identified during the initial inspection due to the tenant's possessions. The bill would also prohibit the landlord from using the security for deductions for repairs or cleanings that are not identified in the itemized statement.~~ *statement, if an initial inspection is conducted and, at the time of inspection, the premises do not contain tenant possessions that prevent the landlord from identifying repairs or cleanings due to the presence of those possessions.*

Existing law requires, no later than 21 calendar days after the tenant has vacated the premises, but not earlier than a specified time, the landlord to furnish the tenant an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security, and to return any remaining portion of the security to the tenant. Existing law requires the itemized statement to be accompanied by copies of documents showing charges incurred and deducted by the

landlord to repair or clean the premises, including a copy of the bill, invoice, or receipt for materials or supplies deductions.

This bill would *require, for tenancies that begin on or after July 1, 2025, a landlord to take photographs of the unit immediately before, or at the inception of, the tenancy. The bill would also require, beginning April 1, 2025, the landlord to take photographs of the unit within a reasonable time after possession of the unit is returned to the landlord, but prior to any repairs or cleanings for which the landlord will make deduction from or claim against the security deposit, as described, and within a reasonable time after such repairs or cleanings are completed. The bill would additionally require the landlord to provide, as described, these photographs justifying the cost of repairs or cleanings, as described, and would clarify that the landlord is required to include, along with and at the same time the itemized statement is sent, the specified copies of documents showing charges incurred and deducted by the landlord to repair or clean the premises: along with a written explanation of the cost of the allowable repairs or cleanings.* The bill would prohibit the landlord from making a claim against the tenant or the security if the ~~landlord~~ landlord, in bad faith, fails to comply with these itemized statement requirements.

~~Existing law provides that the bad faith claim or retention by a landlord or their successors in interest of the security or any portion thereof in violation of the law may subject to the landlord or the successors in interest to statutory damages of up to twice the amount of the security, in addition to actual damages.~~

~~This bill would instead provide that the landlord or their successors in interest may be subject to statutory damages of up to 3 times the amount of the security, in addition to actual damages, the costs associated with filing an enforcement action, and the costs incurred as a result of the landlord's failure to comply with specified law, if the landlord or the successors in interest fail to strictly comply with the above-described provisions relating to security.~~

This bill would make other nonsubstantive changes.

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. It is the intent of the Legislature, in enacting this
2 measure, to ensure that landlords do not subsidize improvements
3 to their rental properties with a former tenant's security deposit.

4 SEC. 2. Section 1950.5 of the Civil Code, as added by Section
5 2 of Chapter 733 of the Statutes of 2023, is amended to read:

6 1950.5. (a) This section applies to security for a rental
7 agreement for residential property that is used as the dwelling of
8 the tenant.

9 (b) As used in this section, "security" means any payment, fee,
10 deposit, or charge, including, but not limited to, any payment, fee,
11 deposit, or charge, except as provided in Section 1950.6, that is
12 imposed at the beginning of the tenancy to be used to reimburse
13 the landlord for costs associated with processing a new tenant or
14 that is imposed as an advance payment of rent, used or to be used
15 for any purpose, including, but not limited to, any of the following:

16 (1) The compensation of a landlord for a tenant's default in the
17 payment of rent.

18 (2) The repair of damages to the premises, exclusive of ordinary
19 wear and tear, caused by the tenant or by a guest or licensee of the
20 tenant.

21 (3) The cleaning of the premises upon termination of the tenancy
22 necessary to return the unit to the same level of cleanliness it was
23 in at the inception of the tenancy. The amendments to this
24 paragraph enacted by the act adding this sentence shall apply only
25 to tenancies for which the tenant's right to occupy begins after
26 January 1, 2003.

27 (4) To remedy future defaults by the tenant in any obligation
28 under the rental agreement to restore, replace, or return personal
29 property or appurtenances, exclusive of ordinary wear and tear, if
30 the security deposit is authorized to be applied thereto by the rental
31 agreement.

32 (c) (1) Except as provided in paragraph (2), (3), or (4), a
33 landlord shall not demand or receive security, however
34 denominated, in an amount or value in excess of an amount equal
35 to one month's rent, in addition to any rent for the first month paid
36 on or before initial occupancy.

1 (2) This subdivision does not prohibit an advance payment of
2 not less than six months' rent if the term of the lease is six months
3 or longer.

4 (3) This subdivision does not preclude a landlord and a tenant
5 from entering into a mutual agreement for the landlord, at the
6 request of the tenant and for a specified fee or charge, to make
7 structural, decorative, furnishing, or other similar alterations, if
8 the alterations are other than cleaning or repairing for which the
9 landlord may charge the previous tenant as provided by subdivision
10 (e).

11 (4) (A) Notwithstanding paragraph (1), a landlord shall not
12 demand or receive security, however denominated, in an amount
13 or value in excess of an amount equal to two months' rent, in
14 addition to any rent for the first month paid on or before initial
15 occupancy if the landlord meets both of the following requirements:

16 (i) The landlord is a natural person or a limited liability company
17 in which all members are natural persons.

18 (ii) The landlord owns no more than two residential rental
19 properties that collectively include no more than four dwelling
20 units offered for rent.

21 (B) Subparagraph (A) shall not apply if the prospective tenant
22 is a service member. A landlord shall not refuse to enter into a
23 rental agreement for residential property with a prospective tenant
24 who is a service member because this subparagraph prohibits the
25 landlord from demanding or receiving a greater amount of security
26 than that which is established in paragraph (1). For purposes of
27 this paragraph, "service member" has the same meaning as in
28 Section 400 of the Military and Veterans Code.

29 (C) For purposes of this paragraph:

30 (i) "Natural person" includes any natural person who is a settlor
31 or beneficiary of a family trust.

32 (ii) "Family trust" means a revocable living trust or irrevocable
33 trust in which the settlors and beneficiaries of the trust are persons
34 who are related to each other as sibling, spouse, domestic partner,
35 child, parent, grandparent, or grandchild.

36 (5) This subdivision shall not apply to a security collected or
37 demanded by the landlord before July 1, 2024.

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

1 (e) (1) Subject to paragraph (2), the landlord may claim of the
2 security only those amounts as are reasonably necessary for the
3 purposes specified in subdivision (b).

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

11 (B) Claims against the tenant or the security for materials or
12 supplies *and for work performed by a contractor, the landlord, or*
13 *the landlord's employee shall be limited to a reasonable amount*
14 *necessary to make reasonable replacements: restore the premises*
15 *back to the condition it was in at the inception of the tenancy,*
16 *exclusive of ordinary wear and tear.*

17 ~~(C) Claims against the tenant or the security for materials or~~
18 ~~supplies related to repairs, as described in subdivision (b), shall~~
19 ~~be limited to those necessary to restore the premises back to the~~
20 ~~same condition it was in at the inception of the tenancy, exclusive~~
21 ~~of ordinary wear and tear.~~

22 ~~(D)~~

23 (C) The landlord shall not require a tenant to pay for, or assert
24 a claim against the tenant or the security for, professional carpet
25 cleaning or other professional cleaning ~~services: services, unless~~
26 *reasonably necessary to return the premises to the condition it*
27 *was in at the inception of tenancy, exclusive of ordinary wear and*
28 *tear.*

29 (f) (1) Within a reasonable time after notification of either
30 party's intention to terminate the tenancy, or before the end of the
31 lease term, the landlord shall notify the tenant in writing of the
32 tenant's option to request an initial inspection and of the tenant's
33 right to be present at the inspection. ~~The requirements of this~~
34 ~~subdivision do not apply when the tenancy is terminated pursuant~~
35 ~~to subdivision (2), (3), or (4) of Section 1161 of the Code of Civil~~
36 ~~Procedure.~~ At a reasonable time, but no earlier than two weeks
37 before the termination or the end of lease date, the landlord, or an
38 agent of the landlord, shall, upon the request of the tenant, make
39 an initial inspection of the premises prior to any final inspection
40 the landlord makes after the tenant has vacated the premises. The

1 purpose of the initial inspection shall be to allow the tenant an
2 opportunity to remedy identified deficiencies, in a manner
3 consistent with the rights and obligations of the parties under the
4 rental agreement, in order to avoid deductions from the security.
5 If a tenant chooses not to request an initial inspection, the duties
6 of the landlord under this subdivision are discharged. If an
7 inspection is requested, the parties shall attempt to schedule the
8 inspection at a mutually acceptable date and time. The landlord
9 shall give at least 48 hours' prior written notice of the date and
10 time of the inspection if either a mutual time is agreed upon, or if
11 a mutually agreed time cannot be scheduled but the tenant still
12 wishes an inspection. The tenant and landlord may agree to forgo
13 the 48-hour prior written notice by both signing a written waiver.
14 The landlord shall proceed with the inspection whether the tenant
15 is present or not, unless the tenant previously withdrew their
16 request for the inspection. Written notice by the landlord shall
17 contain, in substantially the same form, the following:

18 “State law permits former tenants to reclaim abandoned personal
19 property left at the former address of the tenant, subject to certain
20 conditions. You may or may not be able to reclaim property without
21 incurring additional costs, depending on the cost of storing the
22 property and the length of time before it is reclaimed. In general,
23 these costs will be lower the sooner you contact your former
24 landlord after being notified that property belonging to you was
25 left behind after you moved out.”

26 (2) Based on the inspection, the landlord shall give the tenant
27 an itemized statement specifying repairs or cleanings that are
28 proposed to be the basis of any deductions from the security the
29 landlord intends to make pursuant to paragraphs (1) to (4),
30 inclusive, of subdivision (b). This statement shall also include the
31 texts of paragraphs (1) to (4), inclusive, of subdivision (b). The
32 statement shall be given to the tenant, if the tenant is present for
33 the inspection, or shall be left inside the premises.

34 (3) The tenant shall have the opportunity during the period
35 following the initial inspection until termination of the tenancy to
36 remedy identified deficiencies, in a manner consistent with the
37 rights and obligations of the parties under the rental agreement, in
38 order to avoid deductions from the security.

39 (4) Subject to paragraphs (5) and (6), if an initial inspection is
40 conducted pursuant to this ~~subdivision~~, *subdivision and, at the*

1 *time of inspection, the premises do not contain tenant possessions*
 2 *that prevent the landlord from identifying repairs or cleanings due*
 3 *to the presence of those possessions, the landlord shall not use the*
 4 *security for deductions for repairs or cleanings that are not*
 5 *identified in the itemized statement described in paragraph (2).*

6 (5) Nothing in this subdivision shall prevent a landlord from
 7 using the security for deductions itemized in the statement provided
 8 for in paragraph (2) that were not cured by the tenant so long as
 9 the deductions are for damages authorized by this section.

10 (6) Nothing in this subdivision shall prevent a landlord from
 11 using the security for any purpose specified in paragraphs (1) to
 12 (4), inclusive, of subdivision (b) that occurs between completion
 13 of the initial inspection and ~~termination of the tenancy when~~
 14 *possession of the unit is returned to the landlord or that was not*
 15 *identified during the initial inspection due to the presence of a*
 16 *tenant’s possessions.*

17 (7) *The requirements of this subdivision do not apply when the*
 18 *tenancy is terminated pursuant to subdivision (2), (3), or (4) of*
 19 *Section 1161 of the Code of Civil Procedure.*

20 (g) (1) *For tenancies that begin on or after July 1, 2025, the*
 21 *landlord shall take photographs of the unit immediately before,*
 22 *or at the inception of, the tenancy.*

23 (2) *Beginning April 1, 2025, the landlord shall take photographs*
 24 *of the unit within a reasonable time after the possession of the unit*
 25 *is returned to the landlord, but prior to any repairs or cleanings*
 26 *for which the landlord will make a deduction from or claim against*
 27 *the security deposit pursuant to this section, and shall also take*
 28 *photographs of the unit within a reasonable time after such repairs*
 29 *or cleanings are completed.*

30 ~~(g)~~

31 (h) (1) No later than 21 calendar days after the tenant has
 32 vacated the premises, but not earlier than the time that either the
 33 landlord or the tenant provides a notice to terminate the tenancy
 34 under Section 1946 or 1946.1, Section 1161 of the Code of Civil
 35 Procedure, or not earlier than 60 calendar days prior to the
 36 expiration of a fixed-term lease, the landlord shall furnish the
 37 tenant, by personal delivery or by first-class mail, postage prepaid,
 38 a copy of an itemized statement indicating the basis for, and the
 39 amount of, any security received and the disposition of the security,
 40 and shall return any remaining portion of the security to the tenant.

1 After either the landlord or the tenant provides notice to terminate
2 the tenancy, the landlord and tenant may mutually agree to have
3 the landlord deposit any remaining portion of the security deposit
4 electronically to a bank account or other financial institution
5 designated by the tenant. After either the landlord or the tenant
6 provides notice to terminate the tenancy, the landlord and the tenant
7 may also agree to have the landlord provide a copy of the itemized
8 statement along with the copies required by paragraph (2) to an
9 email account provided by the tenant.

10 (2) The landlord shall also include, along with and at the same
11 time the itemized statement is sent, copies of documents showing
12 charges incurred and deducted by the landlord to repair or clean
13 the premises, as follows:

14 (A) If the landlord or landlord's employee did the work, the
15 itemized statement shall reasonably describe the work performed.
16 The itemized statement shall include the time spent and the
17 reasonable hourly rate charged.

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

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

31 ~~(D) The landlord shall provide photographs justifying the cost~~
32 ~~of repairs or cleanings pursuant to this section and a written~~
33 ~~explanation of the cost. At minimum, the landlord shall include~~
34 ~~photographs of the relevant portions of the premises requiring~~
35 ~~repair or cleaning from the beginning of the tenancy, from~~
36 ~~immediately before the repair or cleaning, and from immediately~~
37 ~~after the termination of the tenancy.~~

38 *(D) If a deduction is made for repairs or cleanings allowed by*
39 *this section, the landlord shall provide photographs taken pursuant*
40 *to subdivision (g), along with a written explanation of the cost of*

1 *the allowable repairs or cleanings, as described in subparagraphs*
2 *(A) to (C), inclusive. The landlord may provide such photographs*
3 *to the tenant by mail, email, computer flash drive, or by providing*
4 *a link where the tenant may view the photographs online.*

5 (3) If a repair to be done by the landlord or the landlord's
6 employee cannot reasonably be completed within 21 calendar days
7 after the tenant has vacated the premises, or if the documents from
8 a person or entity providing services, materials, or supplies are not
9 in the landlord's possession within 21 calendar days after the tenant
10 has vacated the premises, the landlord may deduct the amount of
11 a good faith estimate of the charges that will be incurred and
12 provide that estimate with the itemized statement. If the reason for
13 the estimate is because the documents from a person or entity
14 providing services, materials, or supplies are not in the landlord's
15 possession, the itemized statement shall include the name, address,
16 and telephone number of the person or entity. Within 14 calendar
17 days of completing the repair or receiving the documentation, the
18 landlord shall complete the requirements in paragraphs (1) and (2)
19 in the manner specified.

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

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

24 (B) The tenant waived the rights specified in paragraphs (2) and
25 (3). The waiver shall only be effective if it is signed by the tenant
26 at the same time or after a notice to terminate a tenancy under
27 Section 1946 or 1946.1 has been given, a notice under Section
28 1161 of the Code of Civil Procedure has been given, or no earlier
29 than 60 calendar days prior to the expiration of a fixed-term lease.
30 The waiver shall substantially include the text of paragraph (2).

31 (5) Notwithstanding paragraph (4), the landlord shall comply
32 with paragraphs (2) and (3) when a tenant makes a request for
33 documentation within 14 calendar days after receiving the itemized
34 statement specified in paragraph (1). The landlord shall comply
35 within 14 calendar days after receiving the request from the tenant.

36 (6) Any mailings to the tenant pursuant to this subdivision shall
37 be sent to the address provided by the tenant. If the tenant does
38 not provide an address, mailings pursuant to this subdivision shall
39 be sent to the unit that has been vacated.

1 (7) The landlord shall not be entitled to claim any amount of
2 the security if ~~they fail~~ *the landlord, in bad faith, fails* to comply
3 with this subdivision.

4 ~~(h)~~

5 (i) Upon termination of the landlord's interest in the premises,
6 whether by sale, assignment, death, appointment of receiver, or
7 otherwise, the landlord or the landlord's agent shall, within a
8 reasonable time, do one of the following acts, either of which shall
9 relieve the landlord of further liability with respect to the security
10 held:

11 (1) Transfer the portion of the security remaining after any
12 lawful deductions made under subdivision (e) to the landlord's
13 successor in interest. The landlord shall thereafter notify the tenant
14 by personal delivery or by first-class mail, postage prepaid, of the
15 transfer, of any claims made against the security, of the amount
16 of the security deposited, and of the names of the successors in
17 interest, their addresses, and their telephone numbers. If the notice
18 to the tenant is made by personal delivery, the tenant shall
19 acknowledge receipt of the notice and sign their name on the
20 landlord's copy of the notice.

21 (2) Return the portion of the security remaining after any lawful
22 deductions made under subdivision (e) to the tenant, together with
23 an accounting as provided in subdivision ~~(g)~~: (h).

24 ~~(i)~~

25 (j) Prior to the voluntary transfer of a landlord's interest in the
26 premises, the landlord shall deliver to the landlord's successor in
27 interest a written statement indicating the following:

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

29 (2) An itemization of any lawful deductions from any security
30 received.

31 (3) Their election under paragraph (1) or (2) of subdivision ~~(h)~~:
32 (i).

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

35 ~~(j)~~

36 (k) (1) In the event of noncompliance with subdivision ~~(h)~~: (i),
37 the landlord's successors in interest shall be jointly and severally
38 liable with the landlord for repayment of the security, or that
39 portion thereof to which the tenant is entitled, when and as provided
40 in subdivisions (e) and ~~(g)~~: (h). A successor in interest of a landlord

1 may not require the tenant to post any security to replace that
 2 amount not transferred to the tenant or successors in interest as
 3 provided in subdivision ~~(h)~~, (i), unless and until the successor in
 4 interest first makes restitution of the initial security as provided in
 5 paragraph (2) of subdivision ~~(h)~~ (i) or provides the tenant with an
 6 accounting as provided in subdivision ~~(g)~~ (h).

7 (2) This subdivision does not preclude a successor in interest
 8 from recovering from the tenant compensatory damages that are
 9 in excess of the security received from the landlord previously
 10 paid by the tenant to the landlord.

11 (3) Notwithstanding this subdivision, if, upon inquiry and
 12 reasonable investigation, a landlord’s successor in interest has a
 13 good faith belief that the lawfully remaining security deposit is
 14 transferred to the successor in interest or returned to the tenant
 15 pursuant to subdivision ~~(h)~~, (i), the successor in interest is not
 16 liable for damages as provided in subdivision ~~(l)~~, (m), or any
 17 security not transferred pursuant to subdivision ~~(h)~~ (i).

18 ~~(k)~~

19 (l) Upon receipt of any portion of the security under paragraph
 20 (1) of subdivision ~~(h)~~, (i), the landlord’s successors in interest shall
 21 have all of the rights and obligations of a landlord holding the
 22 security with respect to the security.

23 ~~(l) Failure to strictly comply with the provisions of this section~~

24 (m) *The bad faith claim or retention* by a landlord or the
 25 landlord’s successors in interest of the security or any portion
 26 thereof in violation of this ~~section~~ section, *or the bad faith demand*
 27 *of replacement of security in violation of subdivision (k)*, may
 28 subject the landlord or the landlord’s successors in interest to
 29 statutory damages of up to ~~three times~~ *twice* the amount of the
 30 security, in addition to actual ~~damages, the costs associated with~~
 31 ~~filing an action to enforce this section, and the costs incurred as a~~
 32 ~~result of the landlord’s failure to comply with Section 1962.~~
 33 *damages*. The court may award damages for bad faith whenever
 34 the facts warrant that award, regardless of whether the injured
 35 party has specifically requested relief. In an action under this
 36 section, the landlord or the landlord’s successors in interest shall
 37 have the burden of proof as to the reasonableness of the amounts
 38 claimed or the authority pursuant to this section to demand
 39 additional security deposits.

40 ~~(m)~~

1 (n) A lease or rental agreement shall not contain a provision
2 characterizing any security as “nonrefundable.”

3 ~~(n)~~

4 (o) An action under this section may be maintained in small
5 claims court if the damages claimed, whether actual, statutory, or
6 both, are within the jurisdictional amount allowed by Section
7 116.220 or 116.221 of the Code of Civil Procedure.

8 ~~(o)~~

9 (p) Proof of the existence of and the amount of a security deposit
10 may be established by any credible evidence, including, but not
11 limited to, a canceled check, a receipt, a lease indicating the
12 requirement of a deposit as well as the amount, prior consistent
13 statements or actions of the landlord or tenant, or a statement under
14 penalty of perjury that satisfies the credibility requirements set
15 forth in Section 780 of the Evidence Code.

16 ~~(p)~~

17 (q) The amendments to this section made during the 1985
18 portion of the 1985–86 Regular Session of the Legislature that are
19 set forth in subdivision (e) are declaratory of existing law.

20 ~~(q)~~

21 (r) The amendments to this section made during the 2003 portion
22 of the 2003–04 Regular Session of the Legislature that are set forth
23 in paragraph (1) of subdivision (f) are declaratory of existing law.

24 ~~(r)~~

25 (s) This section shall become operative on July 1, 2024.

O