

# Practical Tips When Moving Out of a Rental

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A common scenario for a potential client calling a lawyer about problems with a landlord consists of complaints about not getting a refund of the deposit upon leaving the rental home. The client wants to know the law, as it applies to their situation. While I am comfortable informing the exiting tenant on the relevant laws, I still note as a practical matter that the management still has the deposit.

Knowing the law pertaining to the tenant's situation may be good to know, but having to take the property management to court to grab your money back is not fun, especially if you stop and think that the management company has been to court many times on the same situations while the tenant usually has to learn everything the hard way.

My suggestion is to take practical precautions before leaving the rental to lessen the hassle and to strengthen your position if there later is a problem. The best place to start is at the beginning.

When you move into the unit, take photographs, date-stamped, to record the state of the unit's condition when you move in. That camera that you have on your over-priced cell phone should serve more than to take out-of-focus pictures in your bathroom mirror. That way, instead of arguing that the bathroom door was cracked when you moved in while the management charges you for repairing the cracked door, you have proof that the crack was not caused during your tenancy.

Still at the beginning, did you get a copy of the lease? Make a copy, keep both in separate locations, and don't lose the lease. You'll need to use it to argue your case and you should not expect the management to happily give you a copy after you sue them. What, you trust the management company to do the "right thing" and be "honest"? If so, you might want to stop reading this article as you are not prepared to assert your rights.

Now that you have prepared yourself upon moving in, what should you do when moving out? Take photographs again. You will want to be able to prove how

the unit was when you moved in and how it looked when you left. No, you cannot rely on your roommate to testify. For one, the judge will understand you're your roommate want part of the deposit back also so the roommate is not as neutral as your date-stamped photographs. For another thing, your roommate will likely be too busy to travel to court to testify for you; especially seeing as you remember that the roommate shorted you out of the last month's rent to even the score before you got caught holding the bag at the end of the lease.

A practical consideration is that the judge is very likely to own rental property. You should not expect to get far with "the dog ate my homework" types of excuses as to why you did not clean the unit properly before moving out. The judge has heard all of your brilliant excuses. Instead, neutral evidence, such as photographs and copies of written correspondence, is more likely to be persuasive.

Do everything in writing to build your file of evidence in case you need to use them if something goes wrong after you move out. Don't just tell the management office that you are moving out. Send it to them in writing, keeping a copy of the actual letter for your records. Don't think that you can get away with an email on your smartphone saved in a folder with your social media profile. Can you imagine a judge squinting at your small screen in a busy courtroom while the better prepared property owner hands out full-page copies of documents that are easy on the eyes?

Schedule a tour of the unit with management upon leaving. Many people plan this, but flake it off and never follow through with the plan. You want to be able to tell the judge that the management never complained about that busted window when they walked through the unit with you.

In California the property owner must provide you with an "accounting" of your deposit and any amounts owed within 21 days of you exiting the unit. If the accounting is not provided on time, the management does not get to win in court if it sues to make you pay what they say you owe. This is a very strong protection for tenants. That 21-day deadline is counted from the date that you leave plus when you provide a forwarding address for the accounting to be sent to you. This means, if you can prove to the judge what date you moved out and on which date you provided a forwarding address, then you could be home free without being

required to pay anything, even if the management company was thoroughly correct otherwise. If you need to use this 21-day provision, you will need to prove the relevant dates, which you can prove, as you followed my suggestion of making everything in writing with a copy of everything and proof that the letters were received on a particular date.