

## COLLECTION DEPARTMENT

Dear Landlord:

The eviction process may have set you back financially and now it is time to think about trying to recoup the lost rent money. FastEviction's collection department can assist you in recovering any money that is owed to you by your ex-tenant for rent or physical damages to your property.

In order to collect for you, we must first obtain a money judgment. If you would like for us to assist you in recovering money that is owed to you. We will obtain a money judgment for you. The fee for judgment processing is \$250.00. We cover the majority of all filings fees associated with the collection process. We work on a commission basis, the commission fee that is charged is 40% of what is collected.

Before proceeding with collections against your ex-tenant, we require a signed collection agreement. If you would like for FastEviction's collection department to assist in recovering your money, please find enclosed a collection agreement form. Please complete this agreement providing us with as much information as you can on your ex-tenant's Rental applications and credit applications are exceptionally helpful. Please mail the collection agreement; a copy of the credit application; and a copy of the security deposit accounting (if applicable) to FastEviction.

If there is significant property damage, please contact us to discuss the possibility of beginning a small claims action. Please be advised that there is a fee to file and serve a small claims case.

If you have any questions please contact my office as soon as possible, and remember that 60% of something will always be better than 100% of nothing.

We appreciate your business!

**FAX COVER SHEET**

**ATTENTION: COLLECTION DEPARTMENT**

**REQUEST FOR NEW COLLECTION**

**DATE:** \_\_\_\_\_

**FROM:** \_\_\_\_\_  
(sender's name, address, telephone number)

**EMAIL:** \_\_\_\_\_

**PHONE #** \_\_\_\_\_ **FAX#** \_\_\_\_\_

**CELL #:** \_\_\_\_\_

**RE:** \_\_\_\_\_ **V.** \_\_\_\_\_  
**Owner/Apt. Complex Name** **Tenant(s) / Occupant(s)**

\_\_\_\_\_  
**Tenant's Email**

**CASE #** \_\_\_\_\_

**Enclosed please find the following:**

\_\_\_\_\_ **Signed Collection Agreement**

\_\_\_\_\_ **Copy of Rental Application**

\_\_\_\_\_ **Copy of Cancelled Rent Check**

\_\_\_\_\_ **Disposition of Security Deposit**

\_\_\_\_\_ **Other (copy of drivers license, social security card, copy of pay stub)**

\_\_\_\_\_ **Email Tenants**

Telephone: (909) 889-5151

Facsimile: (909) 327-2750

#### WHAT HAPPENS AFTER JUDGMENT IS ENTERED?

- **AFTER THE JUDGE DECIDES:** If the judge decides in your favor, the clerk of the court will enter a judgment against the other party. The other party should pay the money directly to you or to your attorney of record.
- **AFTER THE DEBT IS PAID:** You must file an the Acknowledgment of Satisfaction of Judgment form with the court within 15 days, and send a copy to the defendant for their records.
- **IF THE DEBT IS NOT PAID:** If the debt is not paid within a few days, fill out the collection agreement and mail in to our office so that collection efforts against the opposing party can begin.

#### STEPS DURING THE COLLECTION PROCESS:

- **WRIT OF EXECUTION:** The Writ of Execution form gives a sheriff, marshal or other court officer the authority to seize and/or sell wages and/or property of the debtor in order and apply the proceeds to the judgment.
- **EARNINGS WITHHOLDING ORDER:** In order to attach the debtor's earnings, we will need the name and address of the debtor's employer so that we may set up a garnishment order with the sheriff and/or marshal. We are entitled to take 25% of the debtor's net take home pay per pay period as long as they meet the required income threshold.
- **BANK LEVY:** In order to levy the debtor's bank account, we will need the name of the bank, bank location and the account number. We are able to levy all amounts in a checking account and everything over \$ 1,300.00 in a savings account.
- **CLAIM OF EXEMPTION:** The debtor has the right to file a Claim of Exemption for the return of property or money that has been seized. If a Claim of Exemption is filed by the debtor, we can oppose the claim by filing an Notice of Opposition and setting the claim for a hearing. At the hearing a judge will then determine if the debtor is capable of repayment of the judgment at that time.
- **Abstract of Judgment:** If the debtor owns real property (land or house), you can place a lien on the property by filing an Abstract of Judgment in the county where the property is located. FEE: based on county of recording.
- **ORDER TO APPEAR FOR EXAMINATION:** If you do not know specific personal information about the debtor, you can serve an order for the debtor to appear in front of the judge for examination. The debtor will be required to answer question under oath concerning their assets, properties and financial income. A subpoena is included with the Order requesting the debtor to bring specific financial records ( paycheck stubs, bank statements, titles, etc.) with them for review by the judgment creditor. FEE: \$ 375.00

# FAST EVICTION SERVICE

## COLLECTION RETAINER AGREEMENT

Law Office of John E. Bouzane, APC – Collections Department

### CLIENT / JUDGMENT CREDITOR INFORMATION

Client Name: \_\_\_\_\_

Defendant(s): \_\_\_\_\_

Case Number: \_\_\_\_\_

Judgment Date: \_\_\_\_\_

Judgment Amount: \$ \_\_\_\_\_

## 1. RETENTION OF ATTORNEY

Client hereby retains and authorizes the **Law Office of John E. Bouzane, APC**, a **California professional law corporation**, to act as **Attorney of Record** for the purpose of post-judgment enforcement and collection of the above-referenced judgment. Client remains the sole judgment creditor; this Agreement does **not** assign or transfer any ownership interest in the judgment.

## 2. REPRESENTATION BY LAW CORPORATION, ASSOCIATED ATTORNEYS & AUTHORIZED PERSONNEL

Client acknowledges and agrees that:

- The **Law Office of John E. Bouzane, APC** may **assign, delegate, or authorize** any of its attorneys, associate attorneys, of-counsel attorneys, contract attorneys, paralegals, legal assistants, or other authorized personnel to perform services under this Agreement.
- All such services shall be deemed performed by the **professional law corporation** and under its supervision as required by the California Rules of Professional Conduct.
- Client expressly authorizes and retains **Law Office of John E. Bouzane, APC, its professional corporation, any attorney employed by or associated with the Firm, and any assignees, successors, transferees, or business successors of the Firm**, to act on Client's behalf regarding all aspects of post-judgment enforcement.
- The Firm may utilize investigators, process servers, court services, and other third-party vendors as reasonably necessary.
- This authorization is intended to be **broad, continuous, and effective until revoked in writing** and subject to the Firm's right to withdraw under this Agreement.

### 3. SCOPE OF SERVICES

Attorney will provide lawful post-judgment enforcement services, which may include:

- FDCPA/Rosenthal-compliant demand notices
- Skip tracing and asset location
- Sheriff levies
- Wage garnishments
- Abstracts and liens
- Bank levies
- Judgment debtor examinations (costs required upfront)
- Settlement negotiations and payment arrangements
- Collection accounting and fund remittance

Services **NOT included** in this Agreement (require a separate retainer):

- Filing a new lawsuit
- Bankruptcy actions
- Appeals
- Defense of any claim or cross-claim
- Any non-collection legal matter

### 4. CONTINGENCY FEE

Client agrees Attorney shall receive:

- **40% of all amounts collected**

This includes, without limitation:

- Payments collected directly by Attorney
- Payments made directly to Client
- Settlements or negotiated reductions
- Payment plans arranged by Attorney
- Wage garnishment recoveries
- Bank levy recoveries
- Keeper-levy and asset seizure recoveries
- Any funds paid by debtor following Attorney's efforts (voluntary or involuntary)

Client must **immediately notify Attorney** of any direct payments and remit the 40% fee accordingly.

## 5. COSTS

### 5.1 Costs That Client Must Pay Upfront

(Attorney will NOT advance these Costs)

- Obtaining a Money CCP § 585 Judgment with the additional fee of \$350
- Debtor examinations
- Keeper levy / Till-tap fees
- Post-judgment motions or filings requiring court appearances

These amounts must be paid **before** Attorney initiates the specific enforcement action.

### 5.2 Costs That MAY Be Advanced by Attorney

(Reimbursed from collected funds)

At Attorney's discretion the Firm may advance:

- Court filing fees
- Sheriff fees
- Process server fees
- Skip tracing
- Asset investigation charges
- Subpoena / witness fees
- Bank levy processing costs
- Abstract of judgment & recording fees

Advanced costs are reimbursed from recovered funds prior to Client distribution.

## 6. SETTLEMENT AUTHORITY

Client authorizes Attorney to accept settlement offers of:

- **80% or more of the judgment balance**

Any settlement below 80% requires Client approval.

## 7. ACCOUNTING & REMITTANCE

- All funds collected will be deposited into the Firm's IOLTA trust account.
- Disbursements to Client (minus fees/costs) occur **on the 15th and last day of each month.**
- Attorney will provide an itemized accounting for each disbursement period.

## 8. CLIENT RESPONSIBILITIES

Client agrees to:

- Provide complete and accurate information
- Return requested documents promptly
- Disclose any contact or payment received from the debtor
- Cooperate with enforcement procedures
- Sign writs and enforcement-related documents when required
- Pay required costs in advance as outlined in Section 5.1

## 9. TERMINATION

**Client may terminate** this Agreement in writing at any time.

Upon termination:

- Attorney is entitled to the 40% contingency on any funds collected or received as a result of Attorney's efforts.
- Client must reimburse Attorney for any advanced costs.

**Attorney may withdraw** consistent with CA Rules of Professional Conduct, including for non-cooperation, non-payment of costs, or misrepresentation by Client.

## 10. CONFIDENTIALITY & COMPLIANCE

Attorney will maintain confidentiality except as required for lawful collection activities.  
All enforcement activities will comply with **FDCPA**, **Rosenthal Act**, and applicable California law.

## 11. ENTIRE AGREEMENT

This Agreement represents the entire understanding between the parties and may only be modified in a writing signed by both Client and Attorney.

## SIGNATURES

**Client / Judgment Creditor**

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

## CLIENT INFO *(Please complete all fields)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

## DEFENDANT INFO *(Complete as much as possible)*

### Defendant 1

Name: \_\_\_\_\_

SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Email: \_\_\_\_\_

Owns Property? ☐ Yes ☐ No If yes, where? \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Phone: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Checking Acct: \_\_\_\_\_ Savings Acct: \_\_\_\_\_

### Defendant 2

Name: \_\_\_\_\_

SSN: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Owns Property? ☐ Yes ☐ No If yes, where? \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Phone: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Checking Acct: \_\_\_\_\_ Savings Acct: \_\_\_\_\_



# FastEvict.com / Law Group

1030 Nevada St #204, Redlands, CA 92374

Telephone: (800) 686-8686 • (909) 889-2000 • Facsimile: (800) 675-5002 • (909) 889-3900

Website: [www.fastevict.com/small-claims](http://www.fastevict.com/small-claims) • Email: [collect@fastevict.com](mailto:collect@fastevict.com)

## CREDIT CARD AUTHORIZATION

ATTN: \_\_\_\_\_ TODAY'S DATE: \_\_\_\_\_

Plaintiff: \_\_\_\_\_ Defendant: \_\_\_\_\_

Email: \_\_\_\_\_ Fax: \_\_\_\_\_ Owner's Cell #: \_\_\_\_\_

You Authorize charges to your Visa, MasterCard, American Express or Discover card. You will be charged for the total amount due. To receive a receipt, an email address must be provided. The charge will also appear on your credit card statement. You also agree that this card will be kept on file and used for any unpaid services.

### Please complete the information below:

I \_\_\_\_\_ authorize FastEvict.com to charge my credit card indicated below for payment.

Credit Card billing address: \_\_\_\_\_  
(Street Address, City, State & Zip Required)

Account Type: ☐ Visa ☐ MasterCard ☐ Discover

Cardholder Name: \_\_\_\_\_

Account Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CVV Code\*: \_\_\_\_\_

\* (3 Digit number on back of Visa/MasterCard.)

BY REVIEWING AND COMPLETING THIS CREDIT CARD AUTHORIZATION FORM, I AUTHORIZE FASTEVICT.COM /LAW GROUP TO HANDLE THE ENTIRE EVICTION, SMALL CLAIMS, CIVIL AND COLLECTION PROCESS AND TO CHARGE MY CREDIT CARD LISTED ABOVE. I ALSO UNDERSTAND THAT ONCE FASTEVICT.COM/LAW GROUP HAS RENDERED SERVICES THERE ARE NO REFUNDS. I ALSO UNDERSTAND THAT THIS AUTHORIZATION WILL REMAIN INEFFECT UNTIL I CANCEL IN WRITING, AND I AGREE TO NOTIFY FES IN WRITING OF ANY CHANGES IN MY ACCOUNT INFORMATION OR TERMINATION OF THIS AUTHORIZATION AT LEAST 15 DAYS PRIOR. THIS PAYMENT AUTHORIZATION IS FOR THE TYPE OF BILL INDICATED ABOVE. I CERTIFY THAT I AM AN AUTHORIZED USER OF THIS CREDIT CARD AND THAT I WILL NOT DISPUTE THE PAYMENTS WITH MY CREDIT CARD COMPANY.

Signed: \_\_\_\_\_  
Credit Card Holder

Print name: \_\_\_\_\_  
Credit Card Holder

*We have the right to refuse service to anyone.*

Due To Your Credit Card Company's Refund Policy, FastEvict.com / Law Group Will Be Deducting 4% From The Total Amount Of The Refund Along With A \$50.00 Processing Fee.

\*Uncontested Residential Evictions Over \$10k or Uncontested Commercial Eviction Over 20k Please call for Price.

PLAINTIFF <b>(Name):</b> _____ DEFENDANT <b>(Name):</b> _____	CASE NUMBER: _____
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15. ☐ Declarant requests a judgment on behalf of plaintiff for:

a. ☐ A money judgment as follows:

(1)	<input type="checkbox"/>	Past-due rent <b>(item 6b)</b>	\$	
(2)	<input type="checkbox"/>	Holdover damages <b>(item 12d)</b>	\$	
(3)	<input type="checkbox"/>	Attorney fees <b>(item 13)*</b>	\$	
(4)	<input type="checkbox"/>	Costs <b>(item 14)</b>	\$	
(5)	<input type="checkbox"/>	Other <b>(specify):</b>	\$	
(6)	<b>TOTAL JUDGMENT</b>		\$	

\* ☐ Attorney fees are to be paid by **(name)** only.

b. ☐ Possession of the premises in item 2 **(check only if a clerk's judgment for possession was not entered)**.

c. ☐ Cancellation of the rental agreement. ☐ Forfeiture of the lease.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

_____ (TYPE OR PRINT NAME)	}	_____ (SIGNATURE OF DECLARANT)
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### Summary of Exhibits

- 16. ☐ Exhibit 4b: Original rental agreement.
- 17. ☐ Exhibit 4c: Copy of rental agreement with declaration and order to admit the copy.
- 18. ☐ Exhibit 5d: Copy of notice of change in terms.
- 19. ☐ Exhibit 5e: Original agreement for change of terms.
- 20. ☐ Exhibit 5f: Copy of agreement for change in terms with declaration and order to admit copy.
- 21. ☐ Exhibit 6d: Original or copy of the notice to quit under item 6a **(MUST be attached to this declaration if it is not attached to original complaint)**.
- 22. ☐ Exhibit 8b: Original or copy of proof of service of notice in item 6a **(MUST be attached to this declaration if it is not attached to original complaint)**.
- 23. ☐ Other exhibits **(specify number and describe):**

# DISPOSITION OF SECURITY DEPOSIT

[PER CCP 1950.5(e)]

Apt. project: \_\_\_\_\_

Tenant's name: \_\_\_\_\_

Apt. address: \_\_\_\_\_

Forwarding address: \_\_\_\_\_

Date of 30 Day Notice received in writing: \_\_\_\_\_

Date apt. vacated: \_\_\_\_\_ Rent paid to date: \_\_\_\_\_

Monthly rental rate: \$ \_\_\_\_\_ Daily rental rate: \$ \_\_\_\_\_

Move-in date: \_\_\_\_\_ Total deposits rec'd: \$ \_\_\_\_\_

## DEDUCTIONS FROM DEPOSIT

Rent owed to vacate . . . . . \$ \_\_\_\_\_

Rent owed to 30 Day Notice . . . . . \$ \_\_\_\_\_

Apt. cleaning . . . . . \$ \_\_\_\_\_

Carpet cleaning . . . . . \$ \_\_\_\_\_

Drapery cleaning . . . . . \$ \_\_\_\_\_

Painting . . . . . \$ \_\_\_\_\_

\_\_\_\_\_ . . . . . \$ \_\_\_\_\_

\_\_\_\_\_ . . . . . \$ \_\_\_\_\_

\_\_\_\_\_ . . . . . \$ \_\_\_\_\_

\_\_\_\_\_ . . . . . \$ \_\_\_\_\_

\_\_\_\_\_ . . . . . \$ \_\_\_\_\_

Total deductions: . . . . . \$ \_\_\_\_\_

Total deposit received: . . . . . \$ \_\_\_\_\_

Rent credit: . . . . . \$ \_\_\_\_\_

Net refundable deposit to tenant: . . . . . \$ \_\_\_\_\_

Balance due from tenant/landlord: . . . . . \$ \_\_\_\_\_

Landlord:

If no forwarding address, mail to your vacated unit. If you are deducting \$125 or more, it is necessary to include receipts or estimates.

# DISPOSITION OF SECURITY DEPOSIT

[PER CCP 1950.5 (e)]

Apt. project: APARTMENT COMPLEX NAME/ N/A IF NOT APPLICABLE  
Tenant's name: LIST ALL TENANTS ON LEASE OR AGREEMENT  
Apt. address: PROPERTY ADDRESS THEY RENTED FROM YOU  
Forwarding address: DID THEY PROVIDE YOU A FORWARDING ADDRESS WHEN THEY LEFT?  
Date of 30 Day Notice received in writing: NOTICE TENANT TO GIVE OWNER 30 DAYS BEFORE LEAVING  
Date apt. vacated: LOCKS CHANGED/ KEYS RCVD Rent paid to date: RENT PAID TO YOU TOTAL  
Monthly rental rate: \$ RENT PER MONTH Daily rental rate: \$ 1 MONTH RENT DIVIDED BY 30  
Move-in date: WHEN DID THEY MOVE IN? Total deposits rec'd: \$ SECURITY DEPOSIT PAID

## DEDUCTIONS FROM DEPOSIT

Rent owed to vacate	<u>ALL RENT FROM NOTICE TO DAY VACATED</u>	\$	<u>                    </u>
Rent owed to 30 Day Notice	<u>ONLY IF THEY GAVE OWNER 30 DAY NOTICE</u>	\$	<u>                    </u>
Apt. cleaning		\$	<u>                    </u>
Carpet cleaning		\$	<u>                    </u>
Drapery cleaning		\$	<u>                    </u>
Painting		\$	<u>                    </u>
<u>OTHER REPAIRS</u>		\$	<u>                    </u>
<u>UTILITY BILLS</u>		\$	<u>                    </u>
<u>STOLEN ITEMS</u>		\$	<u>                    </u>
<u>ETC...</u>		\$	<u>                    </u>
		\$	<u>                    </u>

Total deductions: ALL ABOVE CHARGES TOTALLED TOGETHER \$                       
Total deposit received: AMOUNT OF SECURITY DEPOSIT PAID \$                       
Rent credit: NONE IF THEY OWE YOU MONEY \$                       
Net refundable deposit to tenant: NONE IF THEY OWE YOU MONEY \$                       
SUBTRACT DEPOSIT FROM TOTAL DEDUCTIONS  
Balance due from tenant/landlord: \$                       
Landlord:

If no forwarding address, mail to your vacated unit. If you are deducting \$125 or more, it is necessary to include receipts or estimates.

## **FASTEVICT.COM LAW GROUP**

1030 Nevada St Suite 204.  
Redlands, California 92374

[www.fastevict.com](http://www.fastevict.com)

[intake@fastevict.com](mailto:intake@fastevict.com)

[collect@fastevict.com](mailto:collect@fastevict.com)

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**Telephone: (800) 686-8686**

**Facsimile: (800) 675-5002**

Dear Valued Clients,

We would like to take the time to notify you of the California Civil Code 1950.5 Section G, which states if your tenant has paid a security deposit then no later than 21 days after the former tenant vacates, you must send an itemized statement of where the security deposit was applied.

### **So, why is this so important?**

If this itemized statement is not sent within the 21 days of them vacating, they may file a lawsuit against you in Small Claims Court for the deposit plus court costs. If the Judge feels you withheld the deposit in bad faith, they may allow former tenant to sue you up to 2 times the security deposit as well.

### **Why does our office need a copy of this form?**

To sue in small claims or get a 585 money judgment once the tenants vacate we need to be able to show the judge that this itemized statement has already been prepared and sent. Most courts will not allow us to obtain a judgment without a copy of this document filled out. If this is not done prior to the request of collections or Small Claims, it may delay your case until it is completed.

What can you use the deposit towards?

- a. For unpaid rent
- b. For cleaning the rental unit back to the condition it was when former tenant first moved in.
- c. For repair of damages, other than normal wear and tear caused by tenant, their animals, or tenant's guests
- d. If items were stolen that were listed on the agreement to be utilized while renting the unit.

### **What does the statement have to include?**

You can make your own Statement or use the template we have included, but either way there is crucial information that **MUST** be included;

1. The landlord must include copies of receipts for the charges the landlord incurred to repair or clean the unit.

2. If there was no forwarding address provided then you must send it to the address they rented from you. This statement must be mailed certified; this will provide you with a slip proving you attempted to send it. This covers you even if you never receive the letter back.
3. Cleaning fees if applicable. (only to get property back to how it was when they first moved in)
4. Carpeting and drapes. You cannot charge for normal wear and tear on the carpet. If they had large rips in the carpet or permanent stains that cannot be removed that justifies a deduction on the statement.
5. Repainting the walls. You want to assume that interior paint has a two-year life. For example:

LENGTH OF STAY	DEDUCTION
0-6 MONTHS	FULL COST
6 MONTHS – 1 YEAR	TWO-THIRDS THE COST
1-2 YEARS	ONE-THIRD THE COST
2 OR MORE YEARS	NO DEDUCTION

6. Other damage to walls. For example; Large amounts of holes that require filling with plaster
7. Eviction costs, attorney fees, and court costs.
8. Late fees, if listed in the agreement.
9. Utility bills, if the tenant had the utilities in their name and vacated the property owing a balance that the owner was required to pay to get utilities turned back on at rental unit. If utilities are in Owners name, it must state in the written agreement that the tenant must pay for utilities.

**An itemized statement is required to be sent to the former tenant if;**

- a. Security deposit was received from tenant
- b. A portion of the deposit was used, but not all. (refund for remainder of deposit **MUST** be included)
- c. All of the deposit was used but no balance remains
- d. All of the deposit was used and they owe you remaining balance.

Please be advised all information came from California Department of Consumer Affairs. I have included the copy of their information about Refunds of Security deposits in case you would like an even more detailed explanation. I have also included a template for your reference of how to fill out a “Disposition of Security Deposit” form to the best of your ability.

# **FASTEVICT.COM LAW GROUP**

1030 Nevada St Suite 204.

Redlands, California 92374

[www.fastevict.com](http://www.fastevict.com)

[intake@fastevict.com](mailto:intake@fastevict.com)

[collect@fastevict.com](mailto:collect@fastevict.com)

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**Telephone: (800) 686-8686**

**Facsimile: (800) 675-5002**

## **THE MOST COMMON QUESTIONS ASKED ABOUT SECURITY DEPOSITS**

1. My previous tenants didn't provide me with a forwarding address, where do I send the letter?  
Eviction Address, Reference Addresses, Parents Address, Employers Address
2. How do I apply the Judgment in the Security Deposit?  
Reference the amount however security deposits are to cover damages, repairs, replacement for the unit then apply to any unpaid rents
3. What exactly can be included in the deductions?  
Everything from repairs, cleanup costs, dump fees, re-keying of the property, replacing broken items.  
(Retain receipts and pictures of entire unit with detail to the damaged areas)
4. Do I send separate letters to each tenant or just one with all tenants named?  
Sent to anyone over the age of 18, any way possible
5. What if I can't afford to replace all the items right now?  
Notate this is estimated costs and attach copies of the written estimates along with pictures
6. What is "rent owed to 30 day notice" "rent owed to vacate" ?  
All rents owed prior to any notices serviced and all rents owed up to vacate date
7. If I complete the work as an owner or a manager, can I charge for my time?  
Yes, charge for every minute. Your time is valuable and should be charged what it is worth. Back up your charges with pictures of all damages and cleanup
8. Do I have to send a disposition even though the Eviction Judgment states that the "Security Deposit is Acknowledged"?  
Yes, it is required by law. This is also proof that the deposit was spent on repairs and cleanup to your rental property.
9. Why do I have to send them an accounting when they owe me money?  
Again, it is required by law per civil code 1950.5
10. What is the statute of limitation to send out this security deposit accounting?  
You must send out with 21 days of vacancy, mail it first class mail as well as certified mail so that you have proof of date mailed.
11. What is the "daily rental rate"?  
Monthly rental rate divided by 30
12. Why can't I include all the rent up to the expiration of the lease if they vacated prior to the lease expiring?  
You must do everything in your power to re-rent the property and be able to prove it with advertising.  
You may then charge up to the day you re-rent the property.
13. What is "Apt Project"?  
That would be the name of the apartment complex if applicable
14. Can I just email my ex-tenants this accounting?  
Yes you can email it but you must also first class and certified mail to the last known address.
15. What is considered normal wear and tear?  
Please refer to the California Department of Consumer Affairs regarding security deposits

# FastEvict.com / Law Group

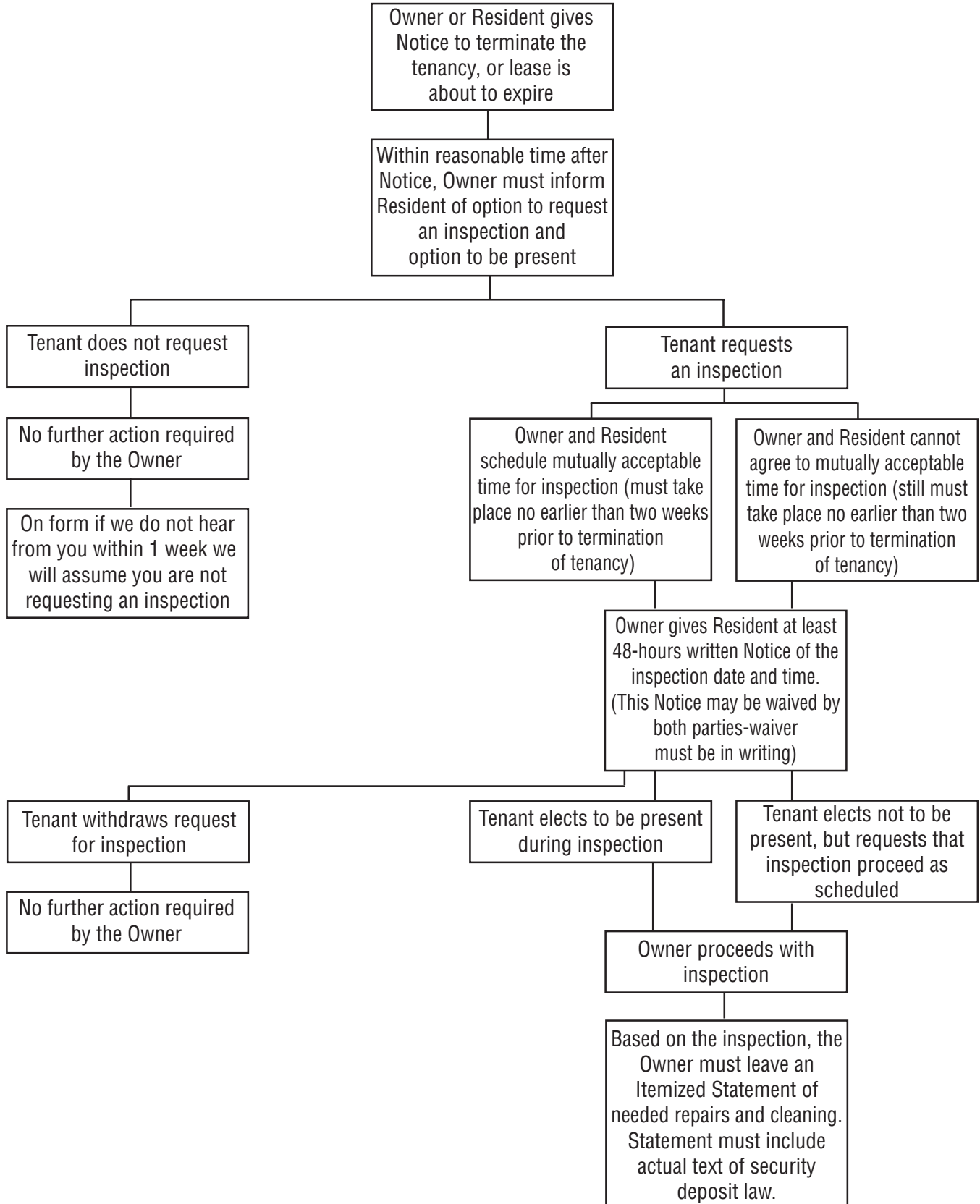
1030 Nevada St Suite 204. Redlands, California 92374

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Website: [www.fastevict.com/evictions](http://www.fastevict.com/evictions) • Email: [intake@fastevict.com](mailto:intake@fastevict.com)

## AB 2330 WALK-THROUGH PROCESS

Effective January 1, 2003





## MOVE-IN/MOVE OUT ITEMIZED STATEMENT

Resident Name(s)	Initial Inspection Date	Initial Inspection by	Final Inspection Date	Final Inspection by
Address/Apt.#	City	State	Zip	Move in Date
				Move out Date

The condition of these premises is clean, undamaged, in good working order and adequate for customary use unless otherwise noted heron. Use codes and comments to describe exceptions. Cross out items not applicable.

**CODES:** **NCC** - Needs complete cleaning • **REP** - Replace • **SC** - Needs spot cleaning • **RPR** - Needs repair • **PT** - Needs painting • **SCR** - Scratched • **CLN** - Clean • **NEW** - New

Kitchen	Move-in Inspection	Initial Inspection (Residents option)	Final Inspection
Ceiling			
Doors			
Walls			
Floors			
Hood/Filter			
Fan/Light			
Microwave			
Counter top			
Sink/Faucets			
Drains/Disposal			
Cabinet/Doors			
Shelves/Drawers			
Under sink			
Windows			
Screens			
Window coverings			
Electric fixtures			
Light bulbs			

### Stove/Oven

Stove-Outside			
Burners			
Drip pans			
Vent			
Timer/Controls			
Oven surfaces			
Oven racks			
Broiler pan			
Light			

### Refrigerator

Inside (all parts)			
Outside			

### Dining Room

Walls			
Ceiling			
Window coverings			
Shades			
Closet			
Doors			
Floor			
Windows			
Screens			
Electric fixtures			
Light bulbs			

Living Room	Move-in Inspection	Initial Inspection (Residents option)	Final Inspection
Walls			
Ceiling			
Doors			
Windows			
Screens			
Window coverings			
Floor			
Closet			
Electric fixtures			
Light bulbs			
Fireplace			

#### 1st Bedroom

Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			

#### 2nd Bedroom

Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			

#### 3rd Bedroom

Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			

#### Other Room

Walls			
Ceiling			
Windows			
Screens			
Window coverings			
Doors			
Closet			
Floor			
Electric fixtures			
Light bulbs			

1st Bath	Move-in Inspection	Initial Inspection (Residents option)	Final Inspection
Ceiling			
Walls/Tile			
Floors			
Cabinets			
Shelves			
Doors			
Mirror			
Tub/Shower			
Caulking			
Shower Door/Tracks			
Basin			
Drains			
Faucets			
Counter tops			
Exhaust fan			
Bowl/Seat			
Towel racks			
Window			
Screen			
Electric fixtures			
Light bulbs			

2nd Bath			
Ceiling			
Walls/Tile			
Floors			
Cabinets			
Shelves			
Doors			
Mirror			
Tub/Shower			
Caulking			
Shower Door/Tracks			
Basin			
Drains			
Faucets			
Counter tops			
Exhaust fan			
Bowl/Seat			
Towel racks			
Window			
Screen			
Electric fixtures			
Light bulbs			

Systems			
Smoke detectors			
Furnace/Thermostat			
Air Conditioning			
Water Heater			
Water Softener			

Laundry Room			
Washer/Dryer			
Hookups			
Light fixtures			
Window/Coverings			
Floor			
Door			
Other			

Front Porch	Move-in Inspection	Initial Inspection (Residents option)	Final Inspection
Electric fixtures			
Light bulbs			
<b>Back Porch</b>			
Electric fixtures			
Light bulbs			
<b>Garage/Carport</b>			
Electric fixtures			
Light bulbs			
Remote/Opener			
Floor			
Walls			
Garage door			
<b>Yard</b>			
Landscaping			
Sprinklers			
Fences/Gates			
Other			
<b>Number of Keys</b>			
Door			
Laundry Room			
Mailbox			
Other			

**According to state law:**

Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor for the landlord. (Civil Code Section 1950.5(d)). According to Civil Code Section 195.5(b), the security deposit may be used by the owner for any purpose, including, but not limited to, any of the following:

- 1) The compensation of a landlord for a tenant's default in the payment rent.
- 2) 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.
- 3) The cleaning of the premises upon termination of the tenancy necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. The amendments to this paragraph enacted by the act adding this sentence shall apply only to tenancies for which the tenant's right to occupy begins after January 1, 2003. (Amendment underlined)
- 4) To remedy future defaults by the tenant in any obligation under this rental agreement to restore, replace, or return personal property or appurtenances, exclusive of ordinary wear and tear, if the security deposit is authorized to be applied thereto by the rental agreement.

From the time of the initial inspection until the termination of the tenancy, the tenant may remedy the deficiencies identified in the initial inspection, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security deposit.

**The law allows the Owner/Agent to use the security deposit for legal deductions itemized in this statement that are not corrected by the Resident prior to the termination of the tenancy or that were not identified due to the presence of the Residents' possessions during the time of the initial inspection. It also allows Owner/Agent to use the security deposit to correct any damages that occur to the unit/property between the time of the initial inspection and the termination of the tenancy.**

**An itemized statement will be sent to you within 21 calendar days after the Owner/Agent has regained possession of the premises.**

**Move-In Inspection:**

Resident: _____	Date: _____	Resident: _____	Date: _____
Resident: _____	Date: _____	Resident: _____	Date: _____
Owner/Agent: _____	Date: _____	Owner/Agent: _____	Date: _____
<b>Initial Inspection:</b>			
Owner/Agent: _____	Date: _____		
<b>Move-Out Inspection:</b>			