

SELF-HELP GUIDE



Return of Security Deposit in Small Claims Court

This is a self-help guide designed to provide general information on the return of a security deposit. The information provided in this packet is not legal advice. For advice, please call our main intake line (800) 399-4529.

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- SC-100 – Plaintiff's Claim and Order to go to Small Claims Court
- SC-100A – Additional Plaintiffs and Defendants
- FW-001 – Request to Waive Court Fees
- SC-104 – Proof of Service (Small Claims)

Copy of California Civ. Code § 1950.5

Security Deposit FAQs

What is a security deposit?

A security deposit is an amount of money that a landlord asks for when a tenant moves into a property. The purpose of the security deposit is to hold the tenant accountable in the event that the tenant fails to pay rent and/or causes damage to the property during their tenancy.

The amount of the security deposit should be listed in the written lease agreement. The security deposit for unfurnished unit can be no more than 2 months rent; security deposit for furnished unit no more than 3 months rent.

What can the security deposit be used for?

The landlord holds the security deposit while the tenant is living in the unit. Once the tenant moves out, the landlord must comply with [California Civil Code Section 1950.5](#). Under this law, the landlord can use the security deposit to:

- Cover any unpaid rent the tenant owed when they moved out; and/or
- Cover the costs of repairing any damages the tenant caused the property.

When is the security deposit returned?

After the tenant moves out, a landlord has **21 days** to return the security. If a landlord does not return the full deposit, the landlord must provide an “accounting” showing how the deposit was spent. The accounting must show what repairs were made and the costs of those repairs.

How can I get my security deposit back?

If a landlord does not return any of the security deposit within 21 days, a tenant can sue for return of the security deposit in small claims court.

If a landlord returned some of the deposit and did not include an accounting of how the rest of the deposit was spent within 21 days, a tenant can sue for return of the security deposit in small claims court.

If a landlord provided an accounting of how the deposit was spent within 21 days, but the tenant disagrees that the damages the landlord claims the tenant caused, the tenant can sue for return of the security deposit in small claims court.

If a tenant sues in small claims court, they can request the court order return of the security deposit plus additional damages of up to two times the original security deposit amount if they believe their landlord did not return the security deposit in bad faith.

What is small claims court?

Small claims court is an expedited and informal court process. A person can sue for a maximum of \$10,000 in small claims court. There are no attorneys allowed in small claims meaning each person must represent themselves in the small claims hearing.

Checklist for the Return of Security Deposit in Small Claims Court

Step 1: Demand return of your security deposit

Send via email/certified mail

Wait 7-14 days for a response

Step 2: Complete Small Claims Court forms

SC-100 Plaintiff's Claim and Order to go to Small Claims Court

SC-100 A* Other Plaintiffs or Defendants (if applicable) MC-031

Attached declaration (if applicable)

FW-001 Fee waiver

Step 3: File the Small Claims Court forms

Determine proper filing courthouse by entering your zip code into the Filing Court Locator tool:

<http://www.lacourt.org/filinglocatornet/ui/filingsearch.aspx?CT=CI>

File documents with Small Claims Clerk in person or by fax

Receive court date for small claims hearing

Step 4: Serve the Defendant (landlord)

Have an adult not involved in the case serve the documents on the defendant at least 15 days before the Small Claims hearing

File the proof of service (SC-104) with the court at least 5 days before hearing

Step 5: Prepare for your Small Claims Court hearing

Gather evidence to prove security deposit amount and condition of unit

Organize your evidence into an evidence packet that tells your story

Prepare what you will say in court

Step 6: Attend your Small Claims Court hearing

Bring 3 copies of evidence (A copy for you, the defendant, and the judge)

Check in with the clerk in the courtroom when you arrive for your hearing

Exchange evidence with the defendant (as directed by judge)

Template demand letters for return of security deposit:

Before filing a suit in small claims court, tenants should make an a formal request demanding return of their security deposit. The following section contains template letters to send to your landlord demanding return of your security deposit.

- Template #1 can be used to demand return of the security deposit where the landlord has not returned the deposit and has not provided an accounting.
 - You can also use the Judicial Council of California's online tool to generate a demand letter for return of your security deposit:
<https://www.courts.ca.gov/11150.htm>
- Template #2 can be used to demand return of the security deposit where the landlord provided you with an accounting, but you disagree with the deductions.

The demand letter can be sent electronically via email and/or you can send a copy via certified mail. It is typical to allow 7-14 days for your landlord to respond before filing a lawsuit in small claims court.

DEMAND TEMPLATE #1 – RETURN OF SECURITY DEPOSIT

(__ date __)

(__ Landlord name __)

(__ Landlord address __)

(__ Landlord address __)

Dear (__ landlord name __),

I (__ tenant/tenants names __) was a tenant at (__ property address __) from (__ date moved in __) until (__ date moved out __). A security deposit of \$ __ was paid on (__ date paid __).

As of today, I have received neither my \$ __ deposit nor any written accounting from you explaining any lawful deductions from the deposit. Please be aware that you are required to return the security deposit within TWENTY-ONE (21) days after a tenant has vacated the premises. Any deduction from the \$ __ should include an itemized statement specifying repairs or cleanings that form the basis of the deductions from the security deposit. CC § 1950.5. This statement should include copies of documents showing charges incurred or deducted to repair or clean the premises. CC § 1950.5(g)(2).

Please send the full security deposit of \$ __ to me at (__ address __) within SEVEN (7) days of receipt of this letter. If you fail to return my full \$ __ deposit, then I intend to sue you to recover my deposit in small claims court. Failure to return the security deposit as required by law may be considered a bad faith retention of the deposit and may subject you to statutory damages of up to twice the amount of the security deposit, in addition to actual damages. CC § 1950.5(l).

I hope to hear from you promptly.

Sincerely,

(__ sign your name __)

DEMAND TEMPLATE #2 – CONTEST SECURITY DEPOSIT DEDUCTIONS

(__ date __)

(__ Landlord name __)

(__ Landlord address __)

(__ Landlord address __)

Dear (__ landlord name __),

I (__ tenant/tenant names __) was a tenant at (__ property address __) from (__ date moved in __) until (__ date moved out __). A security deposit of \$ __ was paid on (__ date paid __).

Please be aware that you are required to return the security deposit within TWENTY-ONE (21) days after we have vacated the premises. Any deduction from the \$ __ should include an itemized statement specifying repairs or cleanings that form the basis of the deductions from the security deposit. California Civil Code § 1950.5. This statement should include copies of documents showing charges incurred or deducted to repair or clean the premises. California Civil Code § 1950.5(g)(2).

When I moved out, I left the unit in clean and undamaged condition. I repaired (__ anything repaired __) and cleaned (__ anything cleaned __). I disagree with the following deduction from my deposit:

- \$ __ for (repair or deduction you disagree with)
- \$ __ for (repair or deduction you disagree with)
- \$ __ for (repair or deduction you disagree with)

I have photos of the unit to show that it was in clean, undamaged condition when I left.

As I am entitled to the return of our full security deposit, please send the full security deposit of \$ __ to me at (__ address to send deposit check __) within SEVEN (7) days of receipt of this letter.

Failure to return the security deposit as required by law may be considered a bad faith retention of the deposit and may subject you to statutory damages of up to twice the amount of the security deposit, in addition to actual damages. California Civil Code § 1950.5(l). Please be aware that we will pursue our legal rights to return of my full security deposit, if necessary, and are prepared to sue you not only for the \$(amount of money deducted) deducted.

I hope to hear from you promptly.

Sincerely,

(__ sign your name __)

SAMPLE FORMS WITH INSTRUCTIONS

This section contains annotated versions of small claims court documents to help you complete the forms required to start a small claims court case for return of your security deposit.

- SC-100 Plaintiff's Claim and Order to go to Small Claims Court
- FW-001 Request to Waive Court Fees

Once the small claims case documents are filed, you must serve the documents on the person/people you are suing. "Service" is when a disinterested party over the age of 18 formally delivers the court documents to the person being sued. Once service is complete, you must file a proof of service with the court.

A sample form SC-104 – Proof of Service is included in this packet as well.

Clerk stamps date here when form is filed.

Notice to the person being sued:

- You are the defendant if your name is listed in ② on page 2 of this form or on form SC-100A. The person suing you is the plaintiff, listed in ① on page 2.
- You and the plaintiff must go to court on the trial date listed below. If you do not go to court, you may lose the case. If you lose, the court can order that your wages, money, or property be taken to pay this claim.
- Bring witnesses, receipts, and any evidence you need to prove your case.
- Read this form and all pages attached to understand the claim against you and to protect your rights.

Aviso al Demandado:

- Usted es el Demandado si su nombre figura en ② de la página 2 de este formulario, o en el formulario SC-100A. La persona que lo demanda es el Demandante, la que figura en ① de la página 2.
- Usted y el Demandante tienen que presentarse en la corte en la fecha del juicio indicada a continuación. Si no se presenta, puede perder el caso. Si pierde el caso, la corte podría ordenar que le quiten de su sueldo, dinero u otros bienes para pagar este reclamo.
- Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- Lea este formulario y todas las páginas adjuntas para entender la demanda en su contra y para proteger sus derechos.

Fill in court name and street address:

Superior Court of California, County of

Address of filing courthouse.

Enter the zipcode of unit you are seeking return of your security deposit from into the LASC Filing Court Locator to find correct court:

<http://www.lacourt.org/filinglocator/ui/filingsearch.aspx?CT=PR>**Case Number:**

LEAVE BLANK

Case Name:

Your name vs. defendant's name

Order to Go to Court**The people in ① and ② must attend court:** (Clerk fills out section below.)

Trial Date	→ Date	Time	Department	Name and address of court, if different from above
1.	_____	_____	LEAVE BLANK	_____
2.	_____	_____		_____
3.	_____	_____		_____
Date: _____		Clerk, by _____, Deputy		

Instructions for the person suing:

Do not use this form to recover COVID-19 rental debt, which is unpaid rent or other financial obligations under a tenancy due between March 1, 2020, and September 30, 2021. (See Code of Civil Procedure, §1179.02.) To recover COVID-19 rental debt, use form [SC-500, Plaintiff's Claim and ORDER to Go to Small Claims Court](#).

- You are the plaintiff. The person you are suing is the defendant.
- Before** you fill out this form, read form [SC-100-INFO, Information for the Plaintiff](#), to know your rights. You can get form SC-100-INFO at any courthouse or county law library, or go to www.courts.ca.gov/forms.
- Fill out pages 2, 3, and 4 of this form.** Make copies of all the pages of this form and any attachments—one for each party named in this case and an extra copy for yourself. Take or mail the original and the copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above. Your court may allow electronic filing. Check your local court website for information: www.courts.ca.gov/find-my-court.htm.
- You must have someone at least 18—not you or anyone else listed in this case—give each defendant a court-stamped copy of all pages of this form and any pages this form tells you to attach. There are special rules for “serving,” or delivering, this form to public entities, associations, and some businesses. See forms [SC-104](#), [SC-104B](#), and [SC-104C](#).
- Go to court on your trial date listed above.** Bring witnesses, receipts, and any evidence you need to prove your case.



Plaintiff (list names): First and last name	Case Number: LEAVE BLANK
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1 The plaintiff (the person, business, or public entity that is suing) is:

Name: List your first and last name Phone: _____

Street address: _____
Street Enter an address where you can receive mail and court documents. Use the mailing address line if you would like mail to be sent somewhere other than your street address such as to a PO Box. Zip _____

Mailing address (if different): _____
Street Use this space if there is a second person who wants to be a part of the lawsuit. This person might be a spouse, family member, or roommate who is also a part of the lease agreement with you. Zip _____

Email address (if available): _____

If more than one plaintiff, list next plaintiff here:

Name: _____ Phone: _____

Street address: _____
Street Use this space if there is a second person who wants to be a part of the lawsuit. This person might be a spouse, family member, or roommate who is also a part of the lease agreement with you. City _____

Mailing address (if different): _____
Street City State Zip _____

Email address (if available): _____

- ☐ Check here if more than two plaintiffs and attach form [SC-100A](#).
- ☐ Check here if either plaintiff listed above is doing business under a fictitious name and attach form [SC-103](#).
- ☐ Check here if any plaintiff is a "licensee" or "deferred deposit originator" (payday lender) under Financial Code sections 23000 et seq.

2 The defendant (the person, business, or public entity that is being sued) is:

Name: _____ Look at your lease agreement to determine your landlord's name. Your landlord might be a different person/entity than the person who you interacted with for day-to-day issues such as maintenance or payment of rent.

Street address: _____
Street Your landlord's address may be listed in the lease agreement. If it is not, you may need to do a property search. You can conduct a property search via the Los Angeles County Registrar/Recorder's Office: <https://www.lavote.net/home/records/real-estate-records/real-estate-records-request/online-request>

Mailing address (if different): _____
Street

If the defendant is a corporation, limited liability company, or public entity, list the person or agent authorized for service of process here:

Name: _____ If your landlord has LLC, Corp., or Inc. in the name (such as 123 Main St. LLC), your landlord is a business entity. This means you must put the name/address of the agent of service of process. You can find this by using the Secretary of State Business Entity Search: <https://businesssearch.sos.ca.gov/>

Address: _____
Street City State Zip _____

☐ Check here if your case is against more than one defendant and attach form [SC-100A](#).

☐ Check here if any defendant is on active military duty and write defendant's name here: _____

3 The plaintiff claims the defendant owes \$ _____

(Note: A claim for COVID-19 rental debt cannot be made on this form. Use form [SC-500, Plaintiff's Claim and ORDER to Go to Small Claims Court \(COVID-19 Rental Debt\)](#).)

a. Why does the defendant owe the plaintiff money?

Explain why the defendant owes you your security deposit and/or why you disagree with deductions made:

I was a tenant at (address) from (move in date) until (move out date). Defendant refuses to return my \$(amount owed) security deposit as required by CC § 1950.5. I moved out over 21 days ago and Defendant has not provided me with an accounting of how my deposit was spent. I left the unit clean and undamaged when I moved out. I request the court order Defendant to return my entire security deposit plus statutory damages of up to two times my deposit amount for bad faith retention of my deposit.



Plaintiff (list names): First and last name

Case Number:

LEAVE BLANK

3 b. When did this happen? (Date): Put the 21st day after you moved out. For example, if you moved out on June 1, put June 21.
If no specific date, give the time period: Date started through: _____

c. How did you calculate the money owed to you? (Do not include court costs or fees for service.)
Request return of you security deposit plus statutory damages of up to two times your full deposit amount.

original security deposit + (2x security deposit amount) = \$x,xxx.

For example, if your security deposit was \$1,200 then $\$1,200 + (\$1,200 \times 2) = \$3,600$.

☐ Check here if you need more space. Attach one sheet of paper or form [MC-031](#) and write "SC-100, Item 3" at the top. You can include one page explaining more about your case. For example, if you disagree with deductions your landlord made from your deposit you can attach an additional page explaining which deductions you disagree with and why.

4 You must ask the defendant (in person, in writing, or by phone) to pay you before you sue. If your claim is for possession of property, you must ask the defendant to give you the property. Have you done this?

☐ Yes ☐ No If no, explain why not:

Check "Yes" if you orally or in writing requested return of your security deposit from your landlord.

If you did not orally or in writing request return of your deposit:

- Check "No" and explain why you did not in the space provided; or

- Before filing suit, consider making an oral or written demand if it is safe to do so.

5 Why are you filing your claim at this courthouse?

This courthouse covers the area (check the one that applies):

- a. ☒ (1) Where the defendant lives or does business. (4) Where a contract (written or spoken) was made, signed, performed, or broken by the defendant or where the defendant lived or did business when the defendant made the contract.
- (2) Where the plaintiff's property was damaged.
- (3) Where the plaintiff was injured.

Check Box A - the proper court location for security deposit case is assigned based on where the unit was located (not where you currently reside or moved to). Box A is correct because it is where defendant does business as a landlord and where the lease agreement (your contract) was signed, performed, or broken.

d. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, or where the vehicle is permanently garaged, if this claim is about a vehicle finance sale. (Civ. Code, § 2984.4.)

e. ☐ Other (specify): _____

6 List the zip code of the place checked in 5 above (if you know): _____

Zip code of unit you are suing for security deposit back for (NOT your current address)

7 Is your claim about an attorney-client fee dispute? ☐ Yes ☒ No

If yes, and if you have had arbitration, fill out form SC-101, attach it to this form, and check here: ☐

8 Are you suing a public entity? ☐ Yes ☒ No

If yes, you must file a written claim with the entity first. ☐ A claim was filed on (date): _____

If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.



Plaintiff (list names): First and last name

Case Number:

LEAVE BLANK

9 Have you filed more than 12 other small claims within the last 12 months in California?

☐ Yes ☒ No If yes, the filing fee for this case will be higher

If you have filed more than 12 other small claims cases in the past year in California, check "Yes."

10 Is your claim for more than \$2,500? ☐ Yes ☐ No

If you answer yes, you also confirm that you have not filed, and you have not filed, more than two small claims cases for more than \$2,500 in California during this case.

Check "Yes" if the number you entered in Section 3 is above \$2,500. Check "No" if it is below \$2,500.

11 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

I declare under penalty of perjury under the laws of the State of California that the information above and on any attachments to this form is true and correct.

Date: _____

First and last name

Plaintiff types or prints name here

Sign here

Plaintiff signs here

Date: _____

Use this line for name/signature of second plaintiff in Section 1 (if applicable)

Second plaintiff types or prints name here

Second plaintiff signs here



Requests for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the trial. For these and other accommodations, contact the clerk's office for form [MC-410, Disability Accommodation Request](#). (Civ. Code, § 54.8.)



If you are getting public benefits, are a low-income person, or do not have enough income to pay for your household's basic needs and your court fees, you may use this form to ask the court to waive your court fees. The court may order you to answer questions about your finances. If the court waives the fees, you may still have to pay later if:

- You cannot give the court proof of your eligibility,
- Your financial situation improves during this case, or
- You settle your civil case for \$10,000 or more. The trial court that waives

Enter your first and last name
and street/mailling address

on any such settlement in the amount of the
The court may also charge you any collection costs.

Clerk stamps date here when form is filed.

Fill in court name and street address:

Superior Court of California, County of

Enter address of courthouse where
small claims case is filed

Fill in case number and name:

Case Number:

Case Name:

Your last name vs. defendant's last name

1 Your Information (person asking the court to waive the fees):

Name: _____

Street or mailing address: _____

City: _____ State: _____ Zip: _____

Phone: _____

2 Your Job, if you have one (job title):

List your job information.

Name of employer: _____

If you are unemployed put
"unemployed"

Employer's address: _____

3 Your Lawyer, if you have one (name, firm or affiliation, address, phone number, and State Bar number):

Self-represented

a. The lawyer has agreed to advance all or a portion of your fees or costs (check one): Yes ☐ No ☐

b. (If yes, your lawyer must sign here) Lawyer's signature: _____

If your lawyer is not providing legal-aid type services based on your low income, you may have to go to a hearing to explain why you are asking the court to waive the fees.

4 What court's fees or costs are you asking to be waived?

☒ Superior Court (See Information Sheet on Waiver of Superior Court Fees and Costs (form FW-001-INFO).)

☐ Supreme Court, Court of Appeal, or Appellate Division of Superior Court (See Information Sheet on Waiver of Appellate Court Fees (form APP-015/FW-015-INFO).)

Fee waiver qualification:

5 Why are you asking the court to waive your court fees?

a. ☐ I receive (check all that apply; see form FW-001-INFO for definitions): ☐ Food Stamp

☐ SSP ☐ Medi-Cal ☐ County Relief/Gen. Assist. ☐ IHSS ☐ CalWORKS or Tribal

b. ☐ My gross monthly household income (before deductions for taxes) is less than the amount you check 5b, you must fill out 7, 8, and 9 on page 2 of this form.)

If you receive benefits from any of the programs in 5a, check the box next to each program and sign/date the bottom of the form

Family Size	Family Income	Family Size	Family Income	Family Size	Family Income
1	\$1,341.67	3	\$2,287.50	5	\$3,233.34
2	\$1,814.59	4	\$2,760.42	6	\$3,706.25

Check Section 5.b if your household income is below the amount listed for your household size, then complete section 7, 8, 9 (left column) on the next page

c. ☐ I do not have enough income to pay for my household's basic needs and the court fees. (check one and you **must** fill out page 2):

☐ waive all court fees and costs

☐ waive some of the court fees

☐ let me make payments over time

6 ☐ Check here if you asked the court to waive your court fees for this case in the last six months (If your previous request is reasonably available, please attach it to this form and check here)

If you do meet the criteria for Section 5.a or 5.b, then check 5.c and complete sections 7-11 (all of next page).

I declare under penalty of perjury under the laws of the State of California that the information on this form and all attachments is true and correct.

Date: _____

First and last name

Print your name here

Sign here

Sign here

Your name:

First and last name

Case Number:

If you checked 5a on page 1, do not fill out below. If you checked 5b, fill out questions 7, 8, and 9 only. If you checked 5c, you **must** fill out this entire page. If you need more space, attach form MC-025 or attach a sheet of paper and write Financial Information and your name and case number at the top.

- 7 ☐ Check here if your income changes a lot from month to month. If it does, complete the form based on your average income for the past 12 months.

8 Your Gross Monthly Income

- a. List the source and amount of **any** income you get each month, including: wages or other income from work before deductions, spousal/child support, retirement, social security, disability, unemployment, military basic allowance for quarters (BAQ), veterans payments, dividends, interest, trust income, net business or rental income, reimbursement for expenses, gambling or lottery winnings, etc.

(1) List source of income (business name or program) **Gross monthly income (income before taxes/ deductions)**
 (2) Example: ABC Company \$ 1800.00
 (3) _____ \$ _____
 (4) _____ \$ _____

b. Your total monthly income: \$ 1,800.00

9 Household Income

- a. List the income of all other persons living in your home who depend in whole or in part on you for support, or on whom you depend in whole or in part for support.

Name	Age	Relationship	Gross Monthly Income
(1) _____	_____	_____	\$ _____
(2) _____	_____	_____	\$ _____
(3) _____	_____	_____	\$ _____
(4) _____	_____	_____	\$ _____

b. Total monthly income of persons above: \$ _____

Total monthly income and household income (8b plus 9b): \$ _____

To list any other facts you want the court to know, such as unusual medical expenses, etc., attach form MC-025 or attach a sheet of paper and write Financial Information and your name and case number at the top.

Check here if you attach another page. ☐

Important! If your financial situation or ability to pay court fees improves, you must notify the court within five days on form FW-010.

10 Your Money and Property

- a. Cash \$ _____
 b. All financial accounts (List bank name and amount):
 (1) _____ \$ _____
 (2) _____ \$ _____
 (3) _____ \$ _____
 c. Cars, boats, and other vehicles

Make / Year	Fair Market Value	How Much You Still Owe
(1) _____	\$ _____	\$ _____
(2) _____	\$ _____	\$ _____
(3) _____	\$ _____	\$ _____

 d. Real estate

Address	Fair Market Value	How Much You Still Owe
(1) _____	\$ _____	\$ _____
(2) _____	\$ _____	\$ _____

- e. Other personal property (jewelry, furniture, furs, stocks, bonds, etc.):

Describe	Fair Market Value	How Much You Still Owe
(1) _____	\$ _____	\$ _____
(2) _____	\$ _____	\$ _____

11 Your Monthly Deductions and Expenses

- a. List any payroll deductions and the monthly amount below:

(1) _____ \$ _____
 (2) _____ \$ _____
 (3) _____ \$ _____
 (4) _____ \$ _____

- b. Rent or house payment & maintenance \$ _____
 c. Food and household supplies \$ _____
 d. Utilities and telephone \$ _____
 e. Clothing \$ _____
 f. Laundry and cleaning \$ _____
 g. Medical and dental expenses \$ _____
 h. Insurance (life, health, accident, etc.) \$ _____
 i. School, child care \$ _____
 j. Child, spousal support (another marriage) \$ _____
 k. Transportation, gas, auto repair and insurance \$ _____

- l. Installment payments (list each below):

Paid to:
 (1) _____ \$ _____
 (2) _____ \$ _____
 (3) _____ \$ _____

- m. Wages/earnings withheld by court order \$ _____

- n. Any other monthly expenses (list each below).

Paid to: How Much?
 (1) _____ \$ _____
 (2) _____ \$ _____
 (3) _____ \$ _____

Total monthly expenses (add 11a – 11n above): \$ _____

SC-104

Proof of Service

Use this form to serve a **person**, a **business**, or a **public entity**. To learn more about proof of service, read *What Is "Proof of Service"?*, Form SC-104B. To learn more about how to serve a business or entity, read *How to Serve a Business or Public Entity*, Form SC-104C.

To serve a **business**, you must serve **one** of the following people:

- Owner (for a sole proprietorship)
- Partner (for a partnership) or general partner (for a limited partnership)
- Any officer or general manager (corporation or association)
- Any person authorized for service by the business (corporation, association, general partnership, limited partnership)
- Any person authorized for service with the Secretary of State (corporation, association, limited liability company [LLC], limited liability partnership [LLP], limited partnership)

To serve a **public entity**, you must first file a claim with that entity, then serve **one** of the following people:

- Clerk (of a city or county)

Complete 1.a if your landlord is an individual/person
Complete 1.b if your landlord is a business entity

- If you are serving a **person**, write the person's name below:
Enter landlord first and last name
 - If you are serving a **business** or **entity**, write the name of the business or entity, the person authorized for service, and that person's job title:
Enter Landlord's business name (Example, 123 Main St. LLC)
Business or Agency Name
Enter registered agent information. You can locate the business entity's person authorized for service via California Secretary of State Business Entity Search: <https://businesssearch.sos.ca.gov/>
Person Authorized for Service

2 Instructions to Serve

You must be at least 18 years old and **not be named in this case**. Follow these steps:

- Give a copy of all the documents checked in ③ to the person in ①, **or**
 - Give a copy of all the documents checked in ③ to one of the following people:
 - A competent adult (at least 18) living with, and at the home of the person in ①, **or**
 - An adult (at least 18) who seems to be in charge at the usual workplace of the person in ①, **or**
 - An adult (at least 18) who seems to be in charge where the person in ① usually receives mail (but not a U.S. Post Office box), if there is no known physical address for the person in ①.
- and mail a copy of the documents left with one of the adults in a, b, or c above to the person in ①.

THEN

- Complete and sign this form, and
- Give or mail your completed form to the person who asked you to serve these court papers, **in time for the form to be filed with the court at least 5 days before the hearing.**

3 I served the person in ① a copy of the documents checked below:

- ☐ SC-100, *Plaintiff's Claim and ORDER to Go to Small Claims Court*
- ☐ SC-120, *Defendant's Claim and ORDER to Go to Small Claims Court*
- ☐ Order for examination (This form must be personally served. Check the form

Note: The court can issue a civil arrest warrant if the served party does not come to court for examination was personally served by a registered process server, sheriff, marshal, or court.

(1) ☐ SC-134, *Application and Order to Produce Statement of Assets and to Appear for Examination*

(2) ☐ AT-138/EJ-125, *Application and Order for Appearance and Examination*

d. ☐ Other (specify): _____

Clerk stamps date here when form is filed.

Fill in court name and street address:

Superior Court of California, County of

Enter address of court house where small claims case is filed

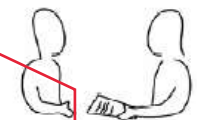
Fill in case number, case name, hearing date, day, time, and department below:

Case Number: Enter case number stamped on SC-100 by clerk

Case Name: Your name v. Defendant's name

Hearing Date: Enter hearing date, time and dept. as entered on SC-100 by small claims clerk

Time:



Only check off the forms you filed with clerk

Case name: _____

Enter case name and case
number as it appears on SC-100

Case Number: _____

4 Fill out "a" or "b" below:

- a. ☐ **Personal Service:** I personally gave copies of the documents checked in (3) to the person in (1)

On (date): _____ At (time): _____ ☐ a.m. ☐ p.m.

At this address: _____

City: _____

Select 4.a if the server handed the documents directly to the person you are suing or the registered agent of the entity you are suing.

- b. ☐ **Substituted Service:** I personally gave copies of the documents checked in (3) to:

☐ A competent adult (at least 18) at the **home** of, and living with

☐ An adult who seems to be in charge where the person in (1) usually lives

☐ An adult who seems to be in charge where the person in (1) usually works, or receives mail on behalf of the defendant AND mailed a copy of the documents to the defendant.

Select 4.b if the server handed the documents to an adult who lives with, works with, or receives mail on behalf of the defendant AND mailed a copy of the documents to the defendant.

I told that adult, "Please give these court papers to (name of person in (1))."

I did this on (date): _____ At (time): _____ ☐ a.m. ☐ p.m.

At this address: _____

City: _____

State: _____

Zip: _____

Name or description of the person I gave the papers to: _____

Example: Jane Doe identified herself as the spouse of my landlord/the defendant, John Doe.

After serving the court papers, I put copies of the documents listed in (3) in an envelope, sealed the envelope, and put first-class prepaid postage on it. I addressed the envelope to the person in (1) at the address where I left the copies.

I mailed the envelope on (date): _____ from (city, state): _____ by leaving it (check one):

a. ☐ At a U.S. Postal Service mail drop, or

b. ☐ At an office or business mail drop where I know the mail is picked up every day and deposited with the U.S. Postal Service, or

c. ☐ With someone else I asked to mail the documents to the person in (1), and I have attached that person's completed Form SC-104A.

5 Server's Information

Name: _____

Phone: _____

Address: _____

City: _____

State: _____

Zip: _____

Fee for service: \$ _____

Name and address information of the person who completed the service.

REMEMBER - service must be completed by a person over the age of 18 who is not a party to the small claims lawsuit.

The plaintiff CANNOT serve the documents on the defendant him or herself.

If you are a registered process server:

County of registration: _____

Registration number: _____

- 6** I declare under penalty of perjury under California state law that I am at least 18 years old and not named in this case and that the information above is true and correct.

Date: _____

Person that served documents print first and last name

Type or print server's name

The person that served small claims documents sign here

Server signs here after serving

BLANK FORMS

The following section includes blank forms for you to fill out electronically or by hand.

The forms are:

- SC-100 Plaintiff's Claim and Order to go to Small Claims Court
- SC-100A – Additional Plaintiffs and Defendants
- FW-001 – Request to Waive Court Fees
- SC-104 – Proof of Service (Small Claims)

You can also download copies of blank forms from:

<https://www.courts.ca.gov/1017.htm?rdeLocaleAttr=en>

*Clerk stamps date here when form is filed.***Notice to the person being sued:**

- You are the defendant if your name is listed in ② on page 2 of this form or on form SC-100A. The person suing you is the plaintiff, listed in ① on page 2.
- You and the plaintiff must go to court on the trial date listed below. If you do not go to court, you may lose the case. If you lose, the court can order that your wages, money, or property be taken to pay this claim.
- Bring witnesses, receipts, and any evidence you need to prove your case.
- Read this form and all pages attached to understand the claim against you and to protect your rights.

Aviso al Demandado:

- Usted es el Demandado si su nombre figura en ② de la página 2 de este formulario, o en el formulario SC-100A. La persona que lo demanda es el Demandante, la que figura en ① de la página 2.
- Usted y el Demandante tienen que presentarse en la corte en la fecha del juicio indicada a continuación. Si no se presenta, puede perder el caso. Si pierde el caso, la corte podría ordenar que le quiten de su sueldo, dinero u otros bienes para pagar este reclamo.
- Lleve testigos, recibos y cualquier otra prueba que necesite para probar su caso.
- Lea este formulario y todas las páginas adjuntas para entender la demanda en su contra y para proteger sus derechos.

*Fill in court name and street address:***Superior Court of California, County of***Court fills in case number when form is filed.***Case Number:****Case Name:****Order to Go to Court****The people in ① and ② must attend court:** *(Clerk fills out section below.)*

Trial Date	Date	Time	Department	Name and address of court, if different from above
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
Date: _____		Clerk, by _____, Deputy		

Instructions for the person suing:

Do not use this form to recover COVID-19 rental debt, which is unpaid rent or other financial obligations under a tenancy due between March 1, 2020, and September 30, 2021. (See Code of Civil Procedure, §1179.02.) To recover COVID-19 rental debt, use form [SC-500, Plaintiff's Claim and ORDER to Go to Small Claims Court](#).

- You are the plaintiff. The person you are suing is the defendant.
- **Before** you fill out this form, read form [SC-100-INFO, Information for the Plaintiff](#), to know your rights. You can get form SC-100-INFO at any courthouse or county law library, or go to www.courts.ca.gov/forms.
- **Fill out pages 2, 3, and 4 of this form.** Make copies of all the pages of this form and any attachments—one for each party named in this case and an extra copy for yourself. Take or mail the original and the copies to the court clerk's office and pay the filing fee. The clerk will write the date of your trial in the box above. Your court may allow electronic filing. Check your local court website for information: www.courts.ca.gov/find-my-court.htm.
- You must have someone at least 18—not you or anyone else listed in this case—give each defendant a court-stamped copy of all pages of this form and any pages this form tells you to attach. There are special rules for “serving,” or delivering, this form to public entities, associations, and some businesses. See forms [SC-104](#), [SC-104B](#), and [SC-104C](#).
- **Go to court on your trial date listed above.** Bring witnesses, receipts, and any evidence you need to prove your case.



Plaintiff (list names):

Case Number:

1 The plaintiff (the person, business, or public entity that is suing) is:

Name: _____ Phone: _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

Email address (if available): _____

If more than one plaintiff, list next plaintiff here:

Name: _____ Phone: _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

Email address (if available): _____

- ☐ Check here if more than two plaintiffs and attach form [SC-100A](#).
- ☐ Check here if either plaintiff listed above is doing business under a fictitious name and attach form [SC-103](#).
- ☐ Check here if any plaintiff is a "licensee" or "deferred deposit originator" (payday lender) under Financial Code sections 23000 et seq.

2 The defendant (the person, business, or public entity being sued) is:

Name: _____ Phone: _____

Street address: _____
Street City State Zip

Mailing address (if different): _____
Street City State Zip

If the defendant is a corporation, limited liability company, or public entity, list the person or agent authorized for service of process here:

Name: _____ Job title, if known: _____

Address: _____
Street City State Zip

- ☐ Check here if your case is against more than one defendant and attach form [SC-100A](#).
- ☐ Check here if any defendant is on active military duty and write defendant's name here: _____

3 The plaintiff claims the defendant owes \$ _____. (Explain below and on next page.)

(Note: A claim for COVID-19 rental debt cannot be made on this form. Use form [SC-500, Plaintiff's Claim and ORDER to Go to Small Claims Court \(COVID-19 Rental Debt\)](#).)

a. Why does the defendant owe the plaintiff money?



Plaintiff (list names):

Case Number:

- 3 b. When did this happen? (Date): _____
If no specific date, give the time period: Date started: _____ Through: _____
- c. How did you calculate the money owed to you? (Do not include court costs or fees for service.)
- _____
- _____
- _____

☐ Check here if you need more space. Attach one sheet of paper or form [MC-031](#) and write "SC-100, Item 3" at the top.

- 4 You must ask the defendant (in person, in writing, or by phone) to pay you before you sue. If your claim is for possession of property, you must ask the defendant to give you the property. Have you done this?

☐ Yes ☐ No If no, explain why not:

- 5 Why are you filing your claim at this courthouse?

This courthouse covers the area (check the one that applies):

- a. ☐ (1) Where the defendant lives or does business. (4) Where a contract (written or spoken) was made, signed, performed, or broken by the defendant or where the defendant lived or did business when the defendant made the contract.
- (2) Where the plaintiff's property was damaged.
- (3) Where the plaintiff was injured.
- b. ☐ Where the buyer or lessee signed the contract, lives now, or lived when the contract was made, if this claim, is about an offer or contract for personal, family, or household goods, services, or loans. (Code Civ. Proc., § 395(b).)
- c. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, if this claim is about a retail installment contract (like a credit card). (Civ. Code, § 1812.10.)
- d. ☐ Where the buyer signed the contract, lives now, or lived when the contract was made, or where the vehicle is permanently garaged, if this claim is about a vehicle finance sale. (Civ. Code, § 2984.4.)
- e. ☐ Other (specify): _____

- 6 List the zip code of the place checked in 5 above (if you know): _____

- 7 Is your claim about an attorney-client fee dispute? ☐ Yes ☐ No
If yes, and if you have had arbitration, fill out form SC-101, attach it to this form, and check here: ☐

- 8 Are you suing a public entity? ☐ Yes ☐ No
If yes, you must file a written claim with the entity first. ☐ A claim was filed on (date): _____
If the public entity denies your claim or does not answer within the time allowed by law, you can file this form.



Plaintiff (list names):

Case Number:

9 Have you filed more than 12 other small claims within the last 12 months in California?

☐ Yes ☐ No *If yes, the filing fee for this case will be higher.*

10 Is your claim for more than \$2,500? ☐ Yes ☐ No

If you answer yes, you also confirm that you have not filed, and you understand that you may not file, more than two small claims cases for more than \$2,500 in California during this calendar year.

11 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

I declare under penalty of perjury under the laws of the State of California that the information above and on any attachments to this form is true and correct.

Date: _____

Plaintiff types or prints name here



Plaintiff signs here

Date: _____

Second plaintiff types or prints name here



Second plaintiff signs here



Requests for Accommodations

Assistive listening systems, computer-assisted real-time captioning, or sign language interpreter services are available if you ask at least five days before the trial. For these and other accommodations, contact the clerk's office for form [MC-410, Disability Accommodation Request](#). (Civ. Code, § 54.8.)



"Small claims court" is a special court where claims for \$10,000 or less are decided. Individuals, including "natural persons" and sole proprietors, may claim up to \$10,000. Corporations, partnerships, public entities, and other businesses are limited to claims of \$5,000. (See below for exceptions.*) The process is quick and cheap. The rules are simple and informal. You are the *defendant*—the person being sued. The person who is suing you is the *plaintiff*.

Do I need a lawyer? You may talk to a lawyer before or after the case. But you *may not* have a lawyer represent you in court (unless this is an appeal from a small claims case).

How do I get ready for court? You don't have to file any papers before your trial, unless you think this is the wrong court for your case. But bring to your trial any witnesses, receipts, and evidence that support your case. And read "Be Prepared for Your Trial" at www.courts.ca.gov/smallclaims/prepare.

What if I need an accommodation? If you have a disability or are hearing impaired, fill out form [MC-410, Disability Accommodation Request](#). Give the form to your court clerk or the ADA/Access Coordinator.

What if I don't speak English well? Ask the court clerk as soon as possible for a court-provided interpreter. You may use form [INT-300, Request for Interpreter \(Civil\)](#) or a local court form to request an interpreter. If a court interpreter is unavailable for your trial, it may be necessary to reschedule your trial. You cannot bring your own interpreter for the trial unless the interpreter has been approved by the court as a certified, registered, or provisionally qualified interpreter. (See Cal. Rules of Court, rule 2.893, and form [INT-140](#).)

Where can I get the court forms I need? Go to any courthouse or your county law library, or print forms at www.courts.ca.gov/forms.

What happens at the trial? The judge will listen to both sides. The judge may make a decision at your trial or mail the decision to you later.

What if I lose the case? If you lose, you may appeal. You'll have to pay a fee. (Plaintiffs cannot appeal their own claims.)

- If you were at the trial, file form [SC-140, Notice of Appeal](#). You must file within 30 days after the clerk hands or mails you the judge's decision (judgment) on form [SC-200](#) or form [SC-130, Notice of Entry of Judgment](#).
- If you were *not* at the trial, fill out and file form [SC-135, Notice of Motion to Vacate Judgment and Declaration](#), to ask the judge to cancel the judgment (decision). If the judge does not give you a new trial, you have 10 days to appeal the decision. File form [SC-140](#).

For more information on appeals, see www.courts.ca.gov/smallclaims/appeals.

Do I have options? Yes. If you are being sued you can:

- **Settle your case before the trial.** If you and the plaintiff agree on how to settle the case before the trial, the plaintiff must file form [CIV-110, Request for Dismissal](#) or a written and signed settlement agreement with the clerk. Ask the Small Claims Advisor for help.

- **Prove this is the wrong court.** Send a letter to the court *before* your trial explaining why you think this is the wrong court. Ask the court to dismiss the claim. You must serve (give) a copy of your letter (by mail or in person) to all parties. (Your letter to the court must say you have done so.)
- **Go to the trial and try to win your case.** Bring witnesses, receipts, and any evidence you need to prove your case. To have the court order a witness to go to the trial, fill out form [SC-107, Small Claims Subpoena and Declaration](#), and have it served on the witness.
- **Sue the person who is suing you.** If you have a claim against the plaintiff, and the claim is appropriate for small claims court as described on this form, you may file *Defendant's Claim* (form [SC-120](#)) and bring the claim in this action. If your claim is for *more* than allowed in small claims court, you may still file it in small claims court if you give up the amount over the small claims value amount, or you may file a claim for the full value of the claim in the appropriate court. If your claim is for more than allowed in small claims court *and* relates to the same contract, transaction, matter, or event that is the subject of the plaintiff's claim, you may file your claim in the appropriate court and file a motion to transfer the plaintiff's claim to that court to resolve both matters together. You can see a description of the amounts allowed in the paragraph above, titled "Small Claims Court."
- **Agree with the plaintiff's claim and pay the money.** Or, if you can't pay the money now, go to your trial and say you want to make payments.
- **Let the case "default."** If you don't settle and do not go to the trial (default), the judge may give the plaintiff what he or she is asking for plus court costs. If this happens, the plaintiff can legally take your money, wages, and property to pay the judgment.

What if I need more time?

You can change the trial date if:

- You cannot go to court on the scheduled date (you will have to pay a fee to postpone the trial), *or*
- You did not get served (receive this order to go to court) at least 15 days before the trial (or 20 days if you live outside the county).

Ask the Small Claims Clerk about the rules and fees for postponing a trial. Or fill out form [SC-150](#) (or write a letter) and mail it to the court *and* to all other people listed on your court papers before the deadline. Enclose a check for your court fees, unless a fee waiver was granted.



Need help?

Your county's Small Claims Advisor can help for free.

Or go to www.courts.ca.gov/smallclaims/advisor.

* **Exceptions:** Different limits apply in an action against a defendant who is a guarantor. (See Code Civ. Proc., § 116.220(c).) Limits do not apply in an action to recover COVID-19 rental debt. (See Code Civ. Proc., §§ 116.223 & 1179.02; form SC-500.)



☐ This form is attached to form SC-100, item 1 or 2.

1 If more than two plaintiffs (person, business, or entity suing), list their information below:

Other plaintiff's name: _____

Street address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

Is this plaintiff doing business under a fictitious name? ☐ Yes ☐ No If yes, attach form SC-103.

Other plaintiff's name: _____

Street address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

Is this plaintiff doing business under a fictitious name? ☐ Yes ☐ No If yes, attach form SC-103.

☐ Check here if more than 4 plaintiffs and fill out and attach another form SC-100A.

2 If more than one defendant (person, business, or entity being sued), list their information below:

Other defendant's name: _____

Street address: _____ Phone: _____

City: _____ State: _____ Zip: _____

Mailing address (if different): _____

City: _____ State: _____ Zip: _____

If this defendant is a corporation, limited liability company, or public entity, list the person or agent authorized for service of process:

Name: _____ Job title, if known: _____

Address: _____

City: _____ State: _____ Zip: _____

☐ Check here if your case is against more than two defendants, and fill out and attach another form SC-100A.

3 Is your claim for more than \$2,500? ☐ Yes ☐ No

If yes, I have not filed, and understand that I cannot file, more than two small claims cases for more than \$2,500 in California during this calendar year.

4 I understand that by filing a claim in small claims court, I have no right to appeal this claim.

I declare under penalty of perjury under California state law that the information above and on any attachments to this form is true and correct.

Date: _____

Type or print your name

Date: _____

Type or print your name



Sign your name



Sign your name

Clerk stamps date here when form is filed.

If you are getting public benefits, are a low-income person, or do not have enough income to pay for your household's basic needs and your court fees, you may use this form to ask the court to waive your court fees. The court may order you to answer questions about your finances. If the court waives the fees, you may still have to pay later if:

- You cannot give the court proof of your eligibility,
- Your financial situation improves during this case, or
- You settle your civil case for **\$10,000** or more. The trial court that waives your fees will have a lien on any such settlement in the amount of the waived fees and costs. The court may also charge you any collection costs.

Fill in court name and street address:

Superior Court of California, County of

Fill in case number and name:

Case Number:

Case Name:

1 Your Information (person asking the court to waive the fees):

Name: _____

Street or mailing address: _____

City: _____ State: _____ Zip: _____

Phone: _____

2 Your Job, if you have one (job title): _____

Name of employer: _____

Employer's address: _____

3 Your Lawyer, if you have one (name, firm or affiliation, address, phone number, and State Bar number): _____a. The lawyer has agreed to advance all or a portion of your fees or costs (check one): Yes ☐ No ☐

b. (If yes, your lawyer must sign here) Lawyer's signature: _____

If your lawyer is not providing legal-aid type services based on your low income, you may have to go to a hearing to explain why you are asking the court to waive the fees.

4 What court's fees or costs are you asking to be waived?

- ☐ Superior Court (See *Information Sheet on Waiver of Superior Court Fees and Costs* (form FW-001-INFO).)
- ☐ Supreme Court, Court of Appeal, or Appellate Division of Superior Court (See *Information Sheet on Waiver of Appellate Court Fees* (form APP-015/FW-015-INFO).)

5 Why are you asking the court to waive your court fees?

- a. ☐ I receive (check all that apply; see form FW-001-INFO for definitions): ☐ Food Stamps ☐ Supp. Sec. Inc. ☐ SSP ☐ Medi-Cal ☐ County Relief/Gen. Assist. ☐ IHSS ☐ CalWORKS or Tribal TANF ☐ CAPI
- b. ☐ My gross monthly household income (before deductions for taxes) is less than the amount listed below. (If you check 5b, you must fill out 7, 8, and 9 on page 2 of this form.)

Family Size	Family Income	Family Size	Family Income	Family Size	Family Income	If more than 6 people at home, add \$472.92 for each extra person.
1	\$1,341.67	3	\$2,287.50	5	\$3,233.34	
2	\$1,814.59	4	\$2,760.42	6	\$3,706.25	

c. ☐ I do not have enough income to pay for my household's basic needs and the court fees. I ask the court to: (check one and you **must** fill out page 2):

- ☐ waive all court fees and costs ☐ waive some of the court fees
- ☐ let me make payments over time

6 ☐ Check here if you asked the court to waive your court fees for this case in the last six months. (If your previous request is reasonably available, please attach it to this form and check here): ☐

I declare under penalty of perjury under the laws of the State of California that the information I have provided on this form and all attachments is true and correct.

Date: _____

Print your name here

Sign here

Your name: _____

If you checked 5a on page 1, do not fill out below. If you checked 5b, fill out questions 7, 8, and 9 only. If you checked 5c, you **must** fill out this entire page. If you need more space, attach form MC-025 or attach a sheet of paper and write Financial Information and your name and case number at the top.

- 7 ☐ Check here if your income changes a lot from month to month. If it does, complete the form based on your average income for the past 12 months.

8 Your Gross Monthly Income

- a. List the source and amount of **any** income you get each month, including: wages or other income from work before deductions, spousal/child support, retirement, social security, disability, unemployment, military basic allowance for quarters (BAQ), veterans payments, dividends, interest, trust income, annuities, net business or rental income, reimbursement for job-related expenses, gambling or lottery winnings, etc.

(1) _____ \$ _____
 (2) _____ \$ _____
 (3) _____ \$ _____
 (4) _____ \$ _____

b. Your total monthly income: \$ _____

9 Household Income

- a. List the income of all other persons living in your home who depend in whole or in part on you for support, or on whom you depend in whole or in part for support.

Name	Age	Relationship	Gross Monthly Income
(1) _____	_____	_____	\$ _____
(2) _____	_____	_____	\$ _____
(3) _____	_____	_____	\$ _____
(4) _____	_____	_____	\$ _____

b. Total monthly income of persons above: \$ _____

Total monthly income and household income (8b plus 9b): \$ _____

To list any other facts you want the court to know, such as unusual medical expenses, etc., attach form MC-025 or attach a sheet of paper and write Financial Information and your name and case number at the top.

Check here if you attach another page. ☐

Important! If your financial situation or ability to pay court fees improves, you must notify the court within five days on form FW-010.

10 Your Money and Property

- a. Cash \$ _____
 b. All financial accounts (List bank name and amount):
 (1) _____ \$ _____
 (2) _____ \$ _____
 (3) _____ \$ _____
 c. Cars, boats, and other vehicles
- | Make / Year | Fair Market Value | How Much You Still Owe |
|-------------|-------------------|------------------------|
| (1) _____ | \$ _____ | \$ _____ |
| (2) _____ | \$ _____ | \$ _____ |
| (3) _____ | \$ _____ | \$ _____ |
- d. Real estate
- | Address | Fair Market Value | How Much You Still Owe |
|-----------|-------------------|------------------------|
| (1) _____ | \$ _____ | \$ _____ |
| (2) _____ | \$ _____ | \$ _____ |

- e. Other personal property (jewelry, furniture, furs, stocks, bonds, etc.):
- | Describe | Fair Market Value | How Much You Still Owe |
|-----------|-------------------|------------------------|
| (1) _____ | \$ _____ | \$ _____ |
| (2) _____ | \$ _____ | \$ _____ |

11 Your Monthly Deductions and Expenses

- a. List any payroll deductions and the monthly amount below:

(1) _____ \$ _____
 (2) _____ \$ _____
 (3) _____ \$ _____
 (4) _____ \$ _____

- b. Rent or house payment & maintenance \$ _____
 c. Food and household supplies \$ _____
 d. Utilities and telephone \$ _____
 e. Clothing \$ _____
 f. Laundry and cleaning \$ _____
 g. Medical and dental expenses \$ _____
 h. Insurance (life, health, accident, etc.) \$ _____
 i. School, child care \$ _____
 j. Child, spousal support (another marriage) \$ _____
 k. Transportation, gas, auto repair and insurance \$ _____

- l. Installment payments (list each below):

Paid to:

(1) _____ \$ _____
 (2) _____ \$ _____
 (3) _____ \$ _____

- m. Wages/earnings withheld by court order \$ _____

- n. Any other monthly expenses (list each below).

Paid to:	How Much?
(1) _____	\$ _____
(2) _____	\$ _____
(3) _____	\$ _____

Total monthly expenses (add 11a – 11n above): \$ _____

Clerk stamps date here when form is filed.

Use this form to serve a **person**, a **business**, or a **public entity**. To learn more about proof of service, read *What Is "Proof of Service"?*, Form SC-104B. To learn more about how to serve a business or entity, read *How to Serve a Business or Public Entity*, Form SC-104C.

To serve a **business**, you must serve **one** of the following people:

- Owner (for a sole proprietorship)
- Partner (for a partnership) or general partner (for a limited partnership)
- Any officer or general manager (corporation or association)
- Any person authorized for service by the business (corporation, association, general partnership, limited partnership)
- Any person authorized for service with the Secretary of State (corporation, association, limited liability company [LLC], limited liability partnership [LLP], limited partnership)

To serve a **public entity**, you must first file a claim with that entity, then serve **one** of the following people:

- Clerk (of a city or county)
- Chief officer or director (of a public agency)
- Any person authorized for service by the entity

① a. If you are serving a **person**, write the person's name below:

b. If you are serving a **business** or **entity**, write the name of the business or entity, the person authorized for service, and that person's job title:

Business or Agency Name

Person Authorized for Service

Job Title

② Instructions to Server:

You must be at least 18 years old and **not be named in this case**. Follow these steps:

- Give a copy of all the documents checked in ③ to the person in ①, **or**
 - Give a copy of all the documents checked in ③ to one of the following people:
 - a. A competent adult (at least 18) living with, and at the home of the person in ①, **or**
 - b. An adult (at least 18) who seems to be in charge at the usual workplace of the person in ①, **or**
 - c. An adult (at least 18) who seems to be in charge where the person in ① usually receives mail (but not a U.S. Post Office box), if there is no known physical address for the person in ①.
- and mail a copy of the documents left with one of the adults in a, b, or c above to the person in ①.

THEN

- Complete and sign this form, and
- Give or mail your completed form to the person who asked you to serve these court papers, **in time for the form to be filed with the court at least 5 days before the hearing.**

③ I served the person in ① a copy of the documents checked below:

- ☐ SC-100, *Plaintiff's Claim and ORDER to Go to Small Claims Court*
- ☐ SC-120, *Defendant's Claim and ORDER to Go to Small Claims Court*
- ☐ Order for examination (This form must be personally served. Check the form that was served):

Note: The court can issue a civil arrest warrant if the served party does not come to court only if the order for examination was personally served by a registered process server, sheriff, marshal, or someone appointed by the court.

(1) ☐ SC-134, *Application and Order to Produce Statement of Assets and to Appear for Examination*

(2) ☐ AT-138/EJ-125, *Application and Order for Appearance and Examination*

d. ☐ Other (specify): _____

Fill in court name and street address:

Superior Court of California, County of _____

Fill in case number, case name, hearing date, day, time, and department below:

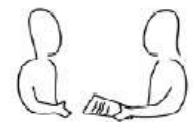
Case Number:

Case Name:

Hearing Date:

Time:

Dept.:



Case name: _____

Case Number: _____

4 Fill out "a" or "b" below:

- a. ☐ **Personal Service:** I personally gave copies of the documents checked in ③ to the person in ①

On (date): _____ At (time): _____ ☐ a.m. ☐ p.m.

At this address: _____

City: _____ State: _____ Zip: _____

- b. ☐ **Substituted Service:** I personally gave copies of the documents checked in ③ (a, b, or d) to (check one):

☐ A competent adult (at least 18) at the **home** of, and living with the person in ①, or

☐ An adult who seems to be in charge where the person in ① usually **works**, or

☐ An adult who seems to be in charge where the person in ① usually **receives mail**, or has a private post office box (not a U.S. Post Office box), if there is no known physical address for the person in ①.

I told that adult, "Please give these court papers to (name of person in ①)."

I did this on (date): _____ At (time): _____ ☐ a.m. ☐ p.m.

At this address: _____

City: _____ State: _____ Zip: _____

Name or description of the person I gave the papers to: _____

After serving the court papers, I put copies of the documents listed in ③ in an envelope, sealed the envelope, and put first-class prepaid postage on it. I addressed the envelope to the person in ① at the address where I left the copies.

I mailed the envelope on (date): _____ from (city, state): _____
by leaving it (check one):

a. ☐ At a U.S. Postal Service mail drop, or

b. ☐ At an office or business mail drop where I know the mail is picked up every day and deposited with the U.S. Postal Service, or

c. ☐ With someone else I asked to mail the documents to the person in ①, and I have attached that person's completed Form SC-104A.

5 Server's Information

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ Zip: _____

Fee for service: \$ _____

If you are a registered process server:

County of registration: _____ Registration number: _____

- 6** I declare under penalty of perjury under California state law that I am at least 18 years old and not named in this case and that the information above is true and correct.

Date: _____

Type or print server's name

Server signs here after serving

State of California

CIVIL CODE

Section 1950.5

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

(b) As used in this section, “security” means any payment, fee, deposit, or charge, including, but not limited to, any payment, fee, deposit, or charge, except as provided in Section 1950.6, that is imposed at the beginning of the tenancy to be used to reimburse the landlord for costs associated with processing a new tenant or that is imposed as an advance payment of rent, used or to be used 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 of 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.
- (4) To remedy future defaults by the tenant in any obligation under the 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.

(c) (1) Except as provided in paragraph (2), (3), or (4), a landlord may not demand or receive security, however denominated, in an amount or value in excess of an amount equal to two months’ rent, in the case of unfurnished residential property, and an amount equal to three months’ rent, in the case of furnished residential property, in addition to any rent for the first month paid on or before initial occupancy.

(2) Notwithstanding paragraph (1), and except as provided in subparagraphs (A) and (B), a landlord shall not demand or receive security, however denominated, from a service member who rents residential property in which the service member will reside in an amount or value in excess of an amount equal to one months’ rent, in the case of unfurnished residential property, or in excess of an amount equal to two months’ rent, in the case of furnished residential property, in addition to any rent for the first month paid on or before initial occupancy. A landlord shall not refuse to enter into a rental agreement for residential property with a prospective tenant who is a service member because this paragraph prohibits the landlord from demanding or receiving a greater amount of security than that which is established in paragraph (1). For purposes of this paragraph, “service member” has the same meaning as in Section 400 of the Military and Veterans Code.

(A) A landlord may demand or receive security from a service member who rents residential property in which the service member will reside as provided in paragraph (1), if the tenant has a history of poor credit or of causing damage to the rental property or its furnishings.

(B) This paragraph does not apply to a situation in which the property is rented to a group of individuals, one or more of whom is not the service member's spouse, parent, domestic partner, or dependent.

(C) For purposes of this paragraph "resides" means that the service member will be listed as a tenant on the residential property lease agreement.

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

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

(d) 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 of the landlord.

(e) The landlord may claim of the security only those amounts as are reasonably necessary for the purposes specified in subdivision (b). The landlord may not assert 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, whether the wear and tear preexisted the tenancy or occurred during the tenancy, or for the cumulative effects of ordinary wear and tear occurring during any one or more tenancies.

(f) (1) Within a reasonable time after notification of either party's intention to terminate the tenancy, or before the end of the lease term, the landlord shall notify 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. The requirements of this subdivision do not apply when the tenancy is terminated pursuant to subdivision (2), (3), or (4) of Section 1161 of the Code of Civil Procedure. At a reasonable time, but no earlier than two weeks before the termination or the end of lease date, the landlord, or an agent of the landlord, shall, upon the request of the tenant, make an initial inspection of the premises prior to any final inspection the landlord makes after the tenant has vacated the premises. The purpose of the initial inspection shall be to allow the tenant an opportunity to remedy identified deficiencies, in a manner consistent with the rights and obligations of the parties under the rental agreement, in order to avoid deductions from the security. If a tenant chooses not to request an initial inspection, the duties of the landlord under this subdivision are discharged. If an inspection is requested, the parties shall attempt to schedule the inspection at a mutually acceptable date and time. The landlord shall give at least 48 hours' prior written notice of the date and time of the inspection if either a mutual time is agreed upon, or if a mutually agreed time cannot be scheduled but the tenant still wishes an inspection. The tenant and

landlord may agree to forgo the 48-hour prior written notice by both signing a written waiver. The landlord shall proceed with the inspection whether the tenant is present or not, unless the tenant previously withdrew their request for the inspection. Written notice by the landlord shall contain, in substantially the same form, the following:

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

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

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

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

(5) Nothing in this subdivision shall prevent a landlord from using the security for any purpose specified in paragraphs (1) to (4), inclusive, of subdivision (b) that occurs between completion of the initial inspection and termination of the tenancy or was not identified during the initial inspection due to the presence of a tenant's possessions.

(g) (1) No later than 21 calendar days after the tenant has vacated the premises, but not earlier than the time that either the landlord or the tenant provides a notice to terminate the tenancy under Section 1946 or 1946.1, Section 1161 of the Code of Civil Procedure, or not earlier than 60 calendar days prior to the expiration of a fixed-term lease, the landlord shall furnish the tenant, by personal delivery or by first-class mail, postage prepaid, a copy of an itemized statement indicating the basis for, and the amount of, any security received and the disposition of the security, and shall return any remaining portion of the security to the tenant. After either the landlord or the tenant provides notice to terminate the tenancy, the landlord and tenant may mutually agree to have the landlord deposit any remaining portion of the security deposit electronically to a bank account or other financial institution designated by the tenant. After either the landlord or the tenant provides notice to terminate the tenancy, the landlord and the tenant may also agree to have the landlord provide a copy of the itemized statement along with the copies required by paragraph (2) to an email account provided by the tenant.

(2) Along with the itemized statement, the landlord shall also include copies of documents showing charges incurred and deducted by the landlord to repair or clean the premises, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) The security remaining after any lawful deductions are made.
- (2) An itemization of any lawful deductions from any security received.
- (3) Their election under paragraph (1) or (2) of subdivision (h).

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

(j) (1) In the event of noncompliance with subdivision (h), the landlord's successors in interest shall be jointly and severally liable with the landlord for repayment of the security, or that portion thereof to which the tenant is entitled, when and as provided in subdivisions (e) and (g). A successor in interest of a landlord may not require the tenant to post any security to replace that amount not transferred to the tenant or successors in interest as provided in subdivision (h), unless and until the successor in interest first makes restitution of the initial security as provided in paragraph (2) of subdivision (h) or provides the tenant with an accounting as provided in subdivision (g).

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

(3) Notwithstanding this subdivision, if, upon inquiry and reasonable investigation, a landlord's successor in interest has a good faith belief that the lawfully remaining security deposit is transferred to the successor in interest or returned to the tenant pursuant to subdivision (h), the successor in interest is not liable for damages as provided in subdivision (l), or any security not transferred pursuant to subdivision (h).

(k) Upon receipt of any portion of the security under paragraph (1) of subdivision (h), the landlord's successors in interest shall have all of the rights and obligations of a landlord holding the security with respect to the security.

(l) The bad faith claim or retention by a landlord or the landlord's successors in interest of the security or any portion thereof in violation of this section, or the bad faith demand of replacement security in violation of subdivision (j), may subject the landlord or the landlord's successors in interest to statutory damages of up to twice the amount of the security, in addition to actual damages. The court may award damages for bad faith whenever the facts warrant that award, regardless of whether the injured party has specifically requested relief. In an action under this section, the landlord or the landlord's successors in interest shall have the burden of proof as to the reasonableness of the amounts claimed or the authority pursuant to this section to demand additional security deposits.

(m) No lease or rental agreement may contain a provision characterizing any security as "nonrefundable."

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

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

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

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

(Amended by Stats. 2019, Ch. 602, Sec. 2. (SB 644) Effective January 1, 2020.)