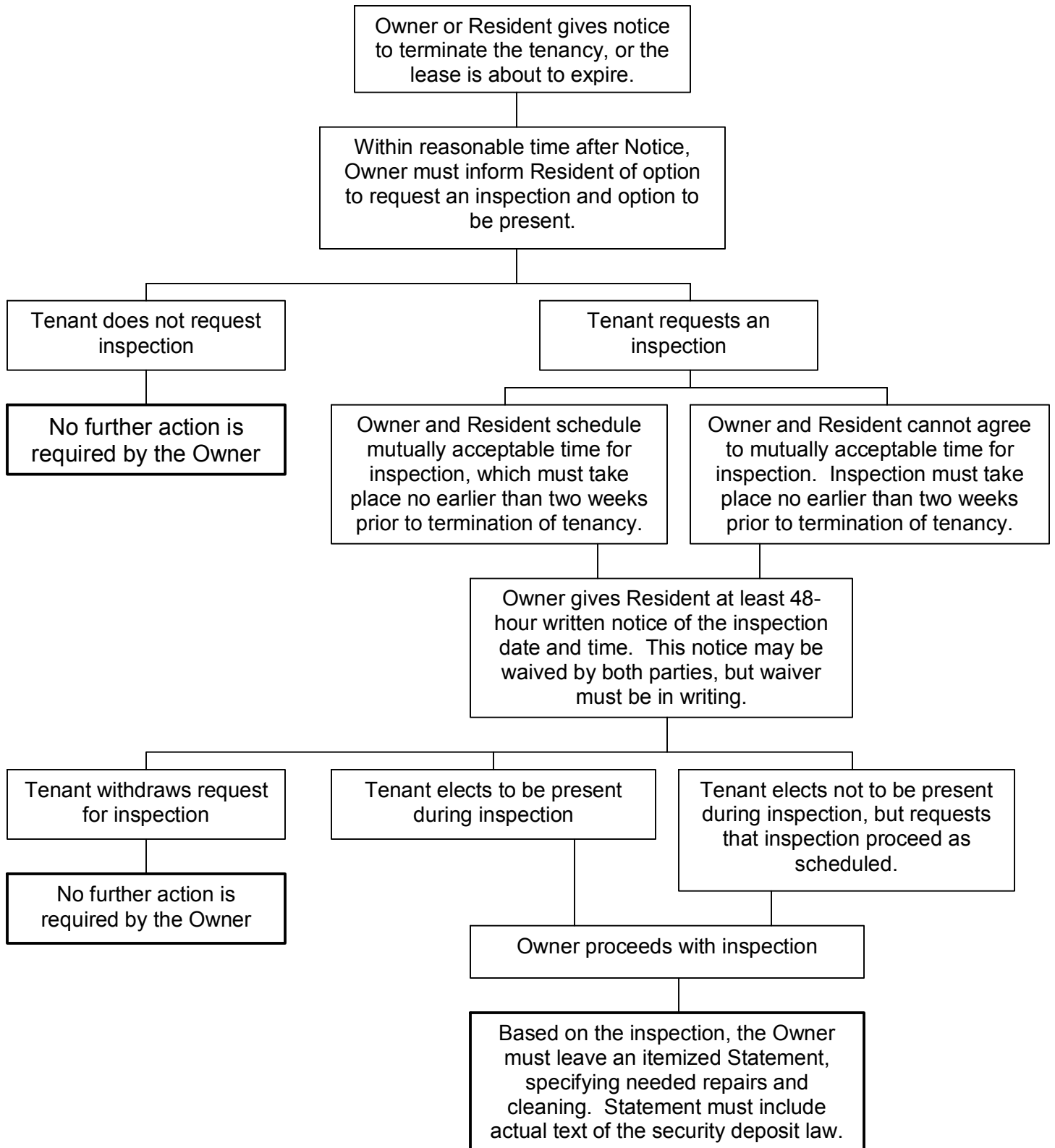


# AB 2330 Walk-Through Process

Effective January 1, 2003



# INITIAL MOVE-OUT INSPECTION STATEMENT

**Owner/Agent proposes to deduct costs from the Resident(s) Security Deposit once the costs have been determined for the reasons set forth in California Civil Code Sections 1950.5 (a)(b)(d), which states:**

- (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 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.
- (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 shall be prior to the claim of any creditor of the landlord.

**Itemized statement specifying damages, cleaning or restoration, replacement or repair of personal property or appurtenances in or to the premises shall be documented on the INITIAL MOVE-OUT INSPECTION RECORD.**

NOTE: All work by Tenant(s), or by contractors and/or tradesmen by Tenant(s) request, which can take place up to the date of termination, undertaken as a result of the Initial Final Inspection Record, shall be at the Tenant(s) sole expense and Tenant(s) will hold Owner/Agent harmless therefore and provide Owner/Agent with release from such individuals evidencing full payment for any such repair or cleaning work. The fact that Tenant(s) undertake to remedy any condition noted herein does not in itself relieve Tenant(s) obligation to pay for further cleaning and/or repairs should Owner/Agent, in good faith, reasonably determine that additional cleaning and/or repairs are necessary to bring the Property/Unit to a condition deemed suitable by Owner/Agent to be offered to subsequent tenants.

\_\_\_\_\_  
Owner/Agent

\_\_\_\_\_  
Date



# RIGHT TO REQUEST INITIAL MOVE-OUT INSPECTION

To: \_\_\_\_\_  
All Resident(s) at the premises located at the following address:

\_\_\_\_\_  
Street Address  
\_\_\_\_\_  
City

\_\_\_\_\_  
Unit Number  
\_\_\_\_\_  
Zip Code

CA

Resident(s) are hereby notified of their legal right to request an Initial Inspection of the premises. Resident(s) may be present at the Initial Inspection, however, the inspection shall proceed whether Resident(s) are present or not.

Owner/Agent will perform inspection after giving tenant at least 48 hours notice of the date and time of the proposed entry, unless such notice has been waived, with the purpose of preparing an itemized statement for: 1) *Cleaning*, 2) *Damage Repair*, 3) *Personal property or appurtenances, replacement, or return any personal property as itemized by Owner/Agent.*

Resident(s) may request a mutually acceptable date and time for the inspection. However, inspection must take place no earlier than two weeks prior to termination of tenancy.

After Initial Inspection, Resident(s) shall have the option to remedy any damage or uncleanliness in the premises and to restore, replace, or return of any personal property or appurtenances in the premises.

If Resident(s) chooses to do so, Resident(s) shall have the obligation to hire licensed and insured professionals, approved in writing by Owner/Agent in advance of any work done in the premises. All work shall be at Resident(s) sole expense, and Resident(s) will hold Owner/Agent harmless therefore and provide Owner/Agent with release from such individuals evidencing full payment for any such repair or cleaning work. The fact that Resident(s) undertake to remedy any condition noted herein does not in itself relieve Resident(s) obligation to pay for further cleaning and/or repairs should Owner/Agent, in good faith, reasonably determine that additional cleaning and/or repairs are necessary to bring the Property/Unit to a condition deemed suitable by Owner/Agent to be offered to subsequent tenants.

### **Tenant must select one of the following:**

- Resident(s) waives the right to have an Initial Inspection of the premises.
- Resident(s) is requesting Initial Inspection of premises and would like to be present.
- Resident(s) is requesting Initial Inspection, but will not be present.

*(If Resident(s) is requesting to be present, please provide telephone number below to arrange inspection with Owner/Agent)*

Resident(s):

Owner/Agent:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

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

\_\_\_\_\_  
*Signature*

Telephone: ( ) \_\_\_\_\_

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

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

Telephone: ( ) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

***After signing above, Resident(s) must return this form to Owner/Agent(s) address listed within three (3) business days.***

Upon receipt of form, Owner/Agent will contact Resident(s) should Resident(s) request to be present for inspection.

The requested Initial Inspection of the above mentioned rental property has mutually been agreed to be as follows at said property:

Date: \_\_\_\_\_ Time: \_\_\_\_\_ [ ] AM [ ] PM



# INITIAL MOVE-OUT INSPECTION RECORD

Resident(s) Name \_\_\_\_\_

Street Address \_\_\_\_\_

Unit Number \_\_\_\_\_

City \_\_\_\_\_

, CA \_\_\_\_\_

Zip Code \_\_\_\_\_

Note all defects or damage for the categories below and their locations. If the item does not exist, state "None". FAILURE TO MAKE ANY ENTRY AT ALL MEANS THAT THE ITEM EXISTS AND THAT IT IS IN A GOOD, CLEAN, COMPLETE, UNDAMAGED and WORKING CONDITION.

ITEM	MOVE-OUT INSPECTION	ITEM	MOVE-OUT INSPECTION
Stove/range		Interior door(s)	
Oven		Electrical outlet(s)	
Refrigerator		Plumbing fixture(s)	
Freezer		Plumbing faucet(s)	
Garbage Disposer		Plumbing drain(s)	
Microwave		Window(s)	
Dishwasher		Window curtain(s)	
Trash compactor		Window blind(s)	
Kitchen counter(s)		Window drapes(s)	
Kitchen sink		Window shutter(s)	
Kitchen light fixture(s)		Window screen(s)	
Wet bar		Exterior light fixture(s)	
Kitchen cabinet(s)		Exterior door(s)	
Water heater(s)		Door lock(s)	
Main heater(s)		Door bell(s)	
Air conditioner(s)		Screen door(s)	
Bath heater(s)		Parking area(s)	
Bath sink(s)		Storage area(s)	
Bath light fixture(s)		Utility sink	
Bath counter(s)		Utility cabinet(s)	
Bath cabinet(s)		Mail box	
Toilet(s)		Garden area	
Bidet(s)		Lawn(s)	
Bath tub(s)		Jacuzzi/spa	
Stall shower(s)		Sauna	
Bath towel rack(s)		Pool	
Toilet paper roll holder(s)		Cleaning	
Bath mirror(s)		Furnishing	
Medicine cabinet(s)		Wall paper	
Hall light fixture(s)		Walls	
Hall cabinet(s)		Ceilings	
Bedroom light fixture(s)		Carpeting	
Living room light fixture(s)		Tile flooring	
Dining room light fixture(s)		Wooden flooring	
Den light fixture(s)		Linoleum/vinyl flooring	
Fireplaces(s)		Other:	

Notes: \_\_\_\_\_

Inspection record given to tenant attending inspection

Inspection record left on premises after inspection

Owner/Agent: \_\_\_\_\_  
(Signature)

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

Resident: \_\_\_\_\_  
(Signature)

Resident: \_\_\_\_\_  
(Signature)

Resident: \_\_\_\_\_  
(Signature)