

**May the Landlord Increase the Security Deposit?**

Tenants often ask if it's legal for a landlord to raise their security deposits after they move in. The answer is that it depends on the situation:

- If you have a fixed term lease (for example, a lease for a year), the landlord may not raise the security deposit during that year unless the lease allows this.
- If you live in a city that has rent control, your ordinance probably restricts increases in security deposits while you remain a tenant of a particular landlord.
- If the security and other fees already add up to twice the monthly rent (if the place is unfurnished) or three times the monthly rent (if the place is furnished), the security deposit may not be increased.
- If none of these three things applies and you are a month-to-month tenant, then the landlord may force you to pay more into the security deposit—if she does it right. To legally raise a deposit, she must give you at least 30 days' written notice of the increase, and she must have it properly "served" on you. This means that she must try to have it handed to you at your residence or place of work; a notice to you at your residence or place of work; a notice served by mail alone is not legal unless you voluntarily go along with it. CC § 827; CCP § 1162.