



Tenants' Rights and Responsibilities:

A Workshop for Tenants in Fresno, CA
2018 Edition



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Acknowledgements:

Tenant Education is a result of countless hours of many individuals who work for the betterment of our entire city. The Lowell Community Development Corporation embarked on the process to create a workbook that would serve tenants at the highest level. This workbook was created for tenants by input and feedback from tenants, landowners, lawyers, CBO staff who serve tenants, students, and other housing professionals. This resource is a collection of information from several housing sources to assist tenants and landowners in understanding the laws surrounding rental and living arrangements in California.

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Additional information and can be found at:

Department of Consumer Affairs

(<http://www.dca.ca.gov/publications/landlordbook/catenant.pdf>)

Central California Legal Services

(<http://www.centralcallegal.org/en/housing>)

NOLO-Renter's Rights

(<http://store.nolo.com/products/renters-rights-rent.html>)

California Apartment Association

(<https://caanet.org/renters/>)

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Chapter 1: HABITABILITY



Whether you are looking to rent your first apartment or your tenth, the process of renting can be daunting. A significant part of a renter’s income and time is often spent paying for and living in rental housing, making the relationship between a tenant and landowner an important part of the process. This relationship begins the moment an application form is submitted to a landlord and ends the day that the keys are returned and the rental agreement has ended. Both the landlord and renter have unique responsibilities in this relationship and it is important for you, as a renter, to know what rights you have and to be aware of what are considered fair and safe living conditions in any house you live in. This chapter on habitability will focus specifically on what these living conditions are according to California laws and how the City of Fresno Municipal Code are designed to protect you as a renter. It will also explain what is expected of you as a renter and give you the tools you need to meet the expectations set for you at the beginning of your rental agreement.

Outline:

1.1 Habitability: Safe and Healthy Housing	6
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1.1 Safe and Healthy Housing

Every tenant has a right to safe and healthy housing that protects them from the: elements, structural hazards, and disease. It is the government’s duty to guarantee this right. Federal, state, and local laws have been created to ensure that all people have access to safe, decent, and healthy housing. Without these laws, unsafe housing can lead to the development of asthma and allergy conditions, insect and rodent bites, mental health conditions, chronic lead poisoning, sinusitis, or skin diseases.

Implied Warranty of Habitability

If a rental unit meets all the requirements and standards for safe and healthy living, it is considered “habitable”. “In legal terms, ‘**Habitable**’ means the rental unit is fit for occupation by human beings and that it complies with **state** and **local** building health codes that affect tenant’s health and safety.”¹ According to both the California Civil Section Code 1941, 1941.1 and the California Department of Consumer Affairs, a rental unit may be considered **uninhabitable** (unlivable) if it lacks any of the following:

Unlivable Checklist: Units should **NOT** contain any of the following items. (From the Department of Consumer Affairs)²

- | | |
|--|--|
| <input type="checkbox"/> Broken floors, stairways, or railings | <input type="checkbox"/> Bad smells/ odors |
| <input type="checkbox"/> Faulty electrical wiring and fixtures (including lighting, wiring, and equipment) | <input type="checkbox"/> Ineffective waterproofing and weather protection of roof and exterior walls, including broken windows and doors |
| <input type="checkbox"/> Missing or inadequate trash receptacles, visible/accumulated trash | <input type="checkbox"/> Plumbing that is not properly connected to a sewage disposal system for all sinks, tubs and toilets |
| <input type="checkbox"/> Gas is in poor working order | <input type="checkbox"/> Lead hazards |
| <input type="checkbox"/> Cracks or holes in floor, walls, ceilings | <input type="checkbox"/> Faulty or broken smoke and carbon monoxide detectors |
| <input type="checkbox"/> Blocked or unsafe fire/emergency exits | <input type="checkbox"/> Lack of hot or cold running water |
| <input type="checkbox"/> Signs of leaking water or water damage | <input type="checkbox"/> Damaged flooring |
| <input type="checkbox"/> Mold that might affect you/ your family’s health and safety | <input type="checkbox"/> Damaged furnishing, only if unit is furnished |
| <input type="checkbox"/> Windows that cannot open at least halfway for proper ventilation | <input type="checkbox"/> Signs of insects, rats/ mouse, and others |
| <input type="checkbox"/> Inoperable or leaky toilets, sinks, bathtubs, or showers | <input type="checkbox"/> Accumulated dirt and dust |
| <input type="checkbox"/> Bathrooms that do not allow for proper ventilation and privacy | <input type="checkbox"/> Chipping paint in older buildings** |
| <input type="checkbox"/> Signs of rust in water from the taps | <input type="checkbox"/> Signs of Asbestos- flaking ceiling tiles, crumbling pipe wrap, insulation** |
| <input type="checkbox"/> Broken deadbolt locks on all entry doors or windows without proper locks | <input type="checkbox"/> Any signs of hazardous substances or waste, and toxic chemicals in the rental unit or property |
| <input type="checkbox"/> Poor heating or air conditioning | |

When a tenant is on a rental or lease agreement, a tenant is responsible for maintaining and properly caring for the unit. A landlord is responsible for ensuring that a rental unit is “habitable”, meaning that it is a safe and healthy housing arrangement for people to live in. The “unhabitable checklist”, mentioned above, are issues that a landlord is responsible to fix. However, as explained in the Green v. Superior Court, a tenant becomes legally responsible to fix/ repair any damages caused by the tenant, tenant’s guests, or pets. The California Department of Consumer Affairs (DCA) strongly encourages tenants and landlords to conduct a thorough inspection and documentation of the conditions of the unit prior to move in, to avoid any possible misunderstandings.³

** Chipping paint can cause lead poisoning if children eat it. If the building was built before 1978 refer to the “Protect Your Family Form Lead in Your Home” by calling (800)- 424-LEAD or online at www.epa.gov/lead/pubs/leadpdf.pdf

** Asbestos particles can cause serious health issues if inhaled, go to www.epa.gov/asbestos for more information.

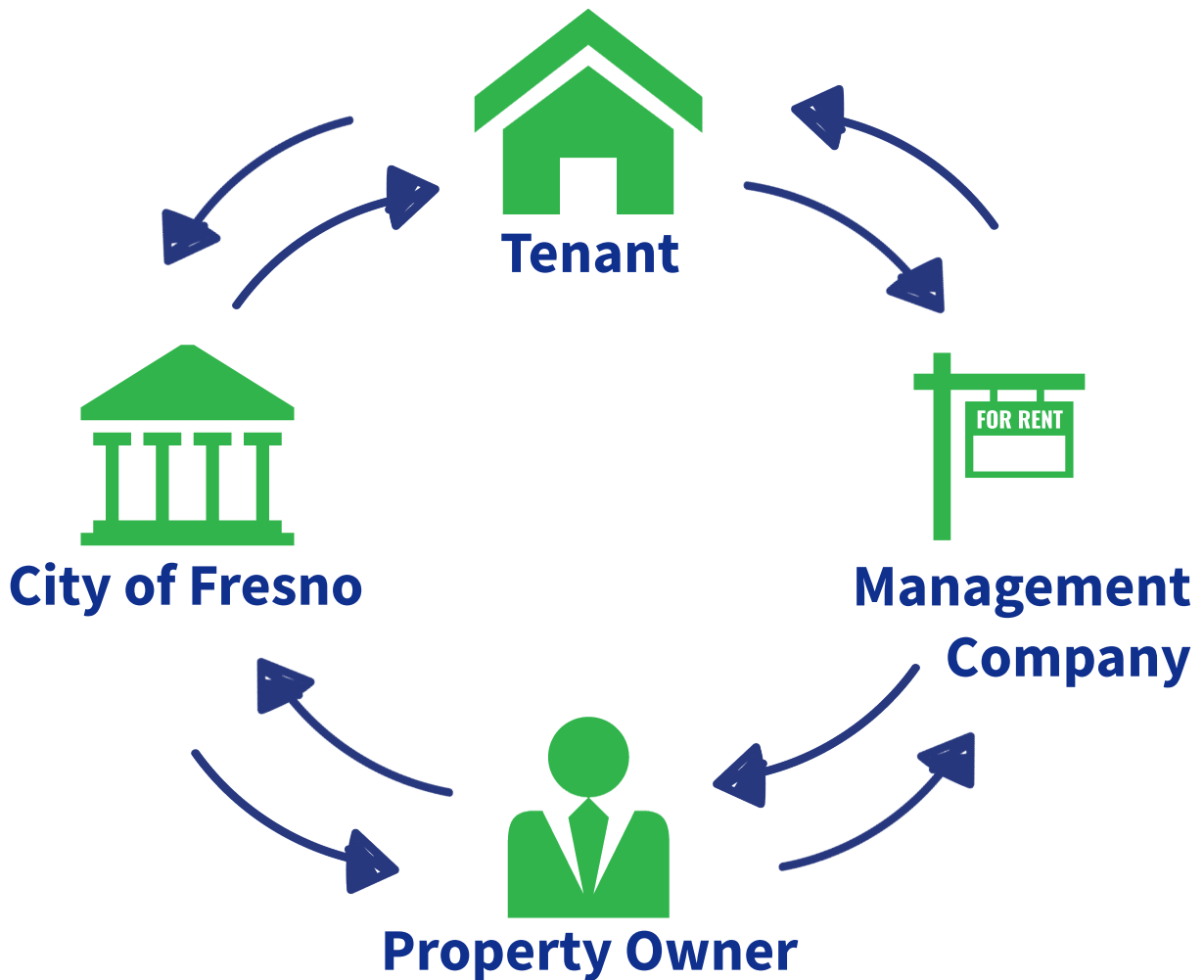


Federal, State, and local laws guarantee your right to safe and healthy housing.



1.2 Roles: Tenant, Management, Owner, City

When a tenant signs a lease or rental agreement, they enter into a legal relationship with their landlord. Just like any other relationship, the tenant/landlord relationship takes work. One of the first things a tenant can do to ensure a great relationship with their landlord is to understand the roles and responsibilities of everyone involved. Meet the players involved in providing safe and healthy housing in our city.



Tenant

A Tenant is responsible to pay rent and abide by the terms of a rental agreement or lease. Tenants also must notify the responsible party of any damages or changes in the property as well as maintenance needs.

Responsibilities:

- Pay rent on time.
- Abide by terms of rental agreement or lease.
- Notify landlord of damages, changes, and maintenance issues.
- Keep and return property in the same condition it was rented in.



Property Owner

Holds the ultimate responsibility for a property, pays property taxes, and is required to maintain the property according to State laws and City Municipal Code, meeting specific conditions stated. A property owner provides property to tenants under specific conditions found in a rental agreement or lease.

Responsibilities:

- Pays property taxes.
- Meets State laws and City Municipal Code standards.
- Abides by terms of rental agreement or lease.
- Ensures property is safe and habitable, free of structural damage.



Management Company

A management company is paid by the owner to take on various responsibilities for a property. Roles may include: marketing, making repairs, tenant screening, collecting rent, etc. The management company is an “agent” of the landlord and can act on behalf of the owner.

Responsibilities:

- Scheduling repairs.
- Tenant screenings.
- Rent collection.
- Coordinates inspections.



Onsite Manager / Maintenance

Complexes larger than 16 units require an onsite manager. Management companies will often hire a resident who lives at the complex to fulfill this role. They may take on some responsibilities such as collecting rent, taking maintenance requests, common area upkeep, showing properties, or coordinating inspections. Large complexes may have onsite maintenance, and some management companies may have their own maintenance teams (offsite). Requests for maintenance are made to the manager and they are responsible for scheduling maintenance for each unit.

Responsibilities:

- Collects rent.
- Addresses maintenance requests.
- Common area upkeep.
- Coordinates inspections.
- Various maintenance jobs.

City of Fresno

The City of Fresno Code Enforcement staff is responsible for enforcing Fresno Municipal Code and State Habitability laws. When a landlord is out of compliance and a City inspection completed, a notice will be sent to the owner and fines may apply if compliance is not met by the owner.

Responsibilities:

- Enforcing Fresno Municipal Code and State habitability laws.
- Routine Inspections throughout the City of Fresno.
- Interior inspections upon request.



Chapter 1 Endnotes:

1. State of California Department of Consumer Affairs, “Dealing With Problems,” State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/problems.shtml>.

2. “Ibid”

3. State of California Department of Consumer Affairs, “Having Repairs Made,” State of California California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/repairs.shtml>.

Chapter 2: RENTING



Renting a home or apartment for the first time can feel like an impossible task. There are documents that need to be read and signed, application fees and deposits that need to be paid, and of course the already stressful task of moving. In the midst of all of this, it's easy to miss important steps in the process that can protect you and your landlord from disagreements and heartache in the future. The following section will walk you through how to conduct inspections, fill out an application, pay your deposit, and sign your lease or rental agreement.

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2.1 Application

This section provides important information about the application process, such as: which application fees to expect and the importance of maintaining and understanding credit.

Application Fees

It is very common for a landlord to charge a potential tenant a fee as part of their application process. It is important to know what to expect in the process and what is within your rights.

Before applying, ask landlords for their written guidelines on pre-qualification or disqualification terms. This will ensure that you don't pay to apply for something you may already know you are disqualified for. If you meet all the criteria and expectations the landlord has given, you can pay the application fee in good confidence. Here are three things to consider when you are asked to pay an application fee:

- Landlords may charge an application fee up to \$47.72 to obtain a tenant's credit and background information.⁴
- Landlords must provide an itemized receipt and return any amount that is not included on the receipt.⁵
- Landlords cannot charge an application fee if they do not have vacant units available.⁶

Credit Checks and Meeting the Application Criteria

A **credit check** is an evaluation of credit history. This can often be interpreted as a measure of a tenant's financial responsibility. A credit check is used to determine rental qualification. A landlord requires a tenant's full name, date of birth, and social security number to obtain credit history/ score.

A **credit report** usually includes a FICO score and financial history (e.g. bankruptcies, foreclosures, medical and credit collections and employment summary). Applicant/ tenant requirements may include a criminal background check (e.g. sex offenses, felony/ misdemeanor convictions, arrests, warrants, and known alias). Other applicant/ tenant requirements may include screening for eviction(s).

Do you know your credit score and what's on the credit report?

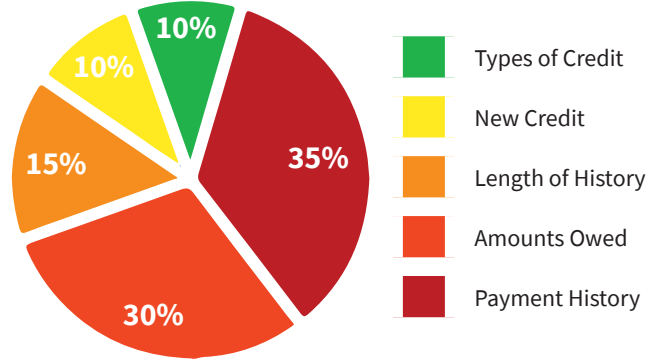
It is helpful to know what's on your credit report before submitting an application. This will give a tenant the opportunity to explain any negative credit history to the landlord or property manager prior to paying an application fee or running a credit report. **Most landlords, and managers are looking for honesty, not necessarily a perfect history.**

Anyone can access their own credit report free, once per year at: www.annualcreditreport.com.

What's your credit score?

760 - 850	Excellent
700 - 759	Very Good
660 - 699	Good
620 - 659	Fair
580 - 619	Poor
500 - 579	Very Poor

What's in your score?



To learn more about credit, watch the webinar **“Understanding Credit Reports”** created by Consumer Law Group LLC, on YouTube. “Viewers will learn what their credit score means, how to improve their credit scores, how to obtain a free copy of their credit reports, how to read Equifax, TransUnion and Experian credit reports, and how to dispute inaccurate information appearing on their credit reports.”⁷



2.2 Discrimination

There are many laws in this country and in our state that protect tenants from housing discrimination. Many people believe that discrimination is a thing of the past. However, many groups of people continue to experience discrimination and are prevented from accessing fair housing opportunities. The following section will walk you through: what is considered discrimination, what a victim of discrimination could do, and what the complaint process looks like.

What is Discrimination?

Discrimination is illegal. It is the unjust treatment of people based on a preference or disfavor based on race, age, sexual orientation, religion, ethnicity, marital status, familial status, or disability. State law also prohibits a landlord from discrimination based on medical or mental disabilities, personal characteristics, or associations and friendships.⁸

Under the FHA, a person with a disability is any person who:

- (1) has a physical or mental impairment that substantially limits one or more major life activities;
- (2) has a record of such impairment; or
- (3) is regarded as having such impairment.⁹

The FHA makes it unlawful for housing providers to refuse “to make reasonable accommodations in rules, policies, practices, or services when such accommodation may be necessary to afford such person with disabilities an equal opportunity to use and enjoy a dwelling”.¹⁰

A **landlord violates** this mandate when:

- (1) the tenant has a disability as defined by the FHA
- (2) the landlord knew or reasonably should have known of the disability;
- (3) accommodation of the disability may be necessary to afford the tenant an equal opportunity to use and enjoy the dwelling;
- (4) the accommodation is reasonable; and
- (5) the landlord refused to make the accommodation when requested.

If a landlord determines that an accommodation request is unreasonable, that does not mean that the tenant’s disability need not be accommodated at all. Instead, the landlord and the tenant are required to engage in an interactive process through which the parties seek agreement on an accommodation that works for all involved.¹¹

The following video created by the Fair Housing Justice Center shows how researchers document housing discrimination (<http://www.fairhousingjustice.org/resources/film/>).

Requests for accommodation or modification should be in writing if at all possible. By doing this, a written record of the request is created and the risk of a misunderstanding of the nature of the request is reduced.¹²

Are you being discriminated against?

There are several ways to identify discrimination, including:

- Landlord tells the tenant that available space has been filled (usually occurs after seeing potential tenant, finding out about children, or hearing a person's accent).
- Landlord may say they forgot to mention the large security deposit.
- Landlord says rent is actually higher than was actually printed in the ad.
- Landlord refuses to rent, or increases rent, to a family with children.

What can I do if I am a victim of discrimination?

If you think you have been a victim of discrimination there are several things you can do:

1. File a complaint with the California Dept. of Fair Employment and Housing (<https://brgov.com/dept/ocd/pdf/903-1.pdf>)

- The complaint must be filed within a year from the time of the violation or from the time you learned a violation has occurred.
- Complaints can be filed by calling the Fair Housing Communication Center at 800-884-1684 or by emailing a representative at [contact.center@dfeh.ca.gov](mailto:center@dfeh.ca.gov).

2. Tenants can also contact the Fair Housing Council of Central California.

- In person at 333 W. Shaw ave, Suite 14 Fresno, CA 93704-265
- Hours: Mon.-Fri., 8:30 am - 4:30 pm
- Or by phone (559) 244-2950, 1-888-498-FAIR (3247)

Additional resources:

- Complaint flow chart (<https://www.dfeh.ca.gov/complaint-process/>)
- Housing complaint process (<https://www.dfeh.ca.gov/complaint-process/>)

Reasonable Accommodations and Reasonable Modifications

Almost all rental properties are subject to both Federal and State laws requiring reasonable accommodations to be provided upon request of tenants with disabilities. These laws include the Fair Housing Act (“FHA”) and the Americans with Disabilities Act. Although these are distinct laws, application of their respective reasonable accommodation mandates are similar. The FHA is the most widely applicable of these statutes and it provides an effective illustration of the reasonable accommodation request process. The term **reasonable accommodation** also refers to a physical change to the existing premises necessary to afford a tenant full enjoyment of the dwelling.

Verification:

In response to a reasonable accommodation request, a landlord may request information necessary to verify that the tenant has a disability (as defined by the FHA) and that the requested accommodation is required as a result of the disability.

Complaint Process

If a disabled tenant (physically or mentally) believes their reasonable accommodation request has been wrongfully denied, he or she may file a complaint with Housing and Urban Development (HUD) within one year of the denial. HUD processes and investigates the complaint at no cost to the tenant. Complaints to HUD can be filed either electronically, by mail, or even by telephone. Alternatively, the tenant can decide to file a lawsuit in federal district court against the landlord for violations of the Fair Housing Act (or other reasonable complaints). The private lawsuit must be filed within two years of the denial.¹³



2.3 Inspection

An **inspection** is the act of looking closely at something in order to learn more about it or to find any problems. Before a tenant decides to rent, it is important to carefully inspect a rental unit by walking slowly throughout the entire rental unit with either the landlord or the landlord’s agent. As you walk around the unit, use the *inventory checklist below to ensure the unit is well maintained.

For a printable checklist go to <http://www.dca.ca.gov/publications/landlordbook/checklist.pdf>

Tenants should be very careful to document the exact condition of the unit during their walk through: **take photos and document it on the inventory check list.** Also, ask if the unit was professionally cleaned prior to move-in. Write any notes on the move-in inventory list at the time of move in.

Inventory Checklist

ITEM	QUALITY If applicable	CONDITION UPON ARRIVAL Note condition, including existing damage and wear and tear. DATE: _____	CONDITION UPON INITIAL INSPECTION Note deterioration beyond reasonable use and wear for which tenant is alleged to be responsible. DATE: _____	CONDITION UPON DEPARTURE Note deterioration beyond reasonable use and wear for which tenant is alleged to be responsible. DATE: _____
Cupboards				
Floor covering				
Walls and ceiling				
Counter surfaces				
KITCHEN	Stove and oven, range hood (broiler pan, grills, etc.)			
	Refrigerator (ice trays, butter dish, etc.)			
	Sink and garbage disposal			
	Windows (draperies, screens, etc.)			
Doors, including hardware				
Light fixtures				

Note: A full version of the Inventory Checklist is available in the appendix or online.

The Inventory Checklist, shown above, is highly recommended to be used for each inspection conducted by the landlord or landlord’s agent. These inspections include: Condition Upon Arrival, Condition Upon Initial Inspection (2 weeks before moving out), and Condition Upon Departure. It is important to document exactly the conditions of the rental unit to avoid future landlord and tenant disagreements. **Keep in mind that tenants have the right to be present during all inspections.**

If the tenant finds any concerns, he/she should address it with the landlord or the landlord’s agent. If the unit is still in need of repairs at time of move-in, then the tenant should document (in writing) the needed repairs and ask the landlord when the repairs will be completed.¹⁴

The landlord and tenant are both responsible for signing a copy and receiving copies of the inspection checklist for each inspection. If more space is needed, additional pages may be added and both parties should initial the pages. Some landlords provide their own inspection checklists, as long as a copy is provided to the tenant it can take the place of the Inventory Checklist. It is important that tenants cross out any items that do not apply to the unit.¹⁵

If the landlord is not responsible by law to make repairs, the tenant should write a description of any concerns or existing conditions if the tenant is going to rent the property “as is”. Doing so will help avoid any disagreement later about the tenant responsibility for the problems. A tenant should also ask about the type of repairs or modifications he or she can make personally to the unit.¹⁶

Documentation Examples:

- Ask the landlord to sign and date the written description (Inventory Checklist).
- Take photographs.
- Use time and date stamp on camera.

WATCH this helpful video to learn how to do an effective move-in inspection (<https://www.youtube.com/watch?v=Kr2dyhAKxsQ>).

Conditions Upon Arrival

This is the condition of the rental unit which may include existing damage and wear and tear. The tenant and the landlord or landlord’s agent should fill out the “**Condition Upon Arrival**” section of the form within three days of moving in. As the tenant walks through it is a good idea to take pictures of the unit to keep on record.

Conditions Upon Initial Inspection (2 weeks prior to move out)

Tenants may ask the landlord to inspect a rental unit before tenancy ends to identify defects or conditions that justify deductions from the tenant’s security deposit. This is called an “**Initial Inspection**” which gives the tenant an opportunity to repair or clean any damage that could be identified during inspection in order to avoid deductions. Tenants have the right to be present during this inspection.

Landlord’s Notice

While there are many things that may be on one’s mind when ending tenancy, one of the things tenants should closely pay attention to is an “initial inspection”. Before moving out of a rental unit, a landlord is required to give tenants a written notice of their rights to request and to be present during an initial inspection. An initial inspection is conducted at the request of the tenant and is an opportunity for the tenant to learn and identify conditions and damages that must be repaired or cleaned in order to avoid deductions taken out from the security deposit.

The right to request an “initial inspection” is denied if a tenant receives a 3 day notice, also known as an eviction notice. If a tenant chooses to request an “initial inspection”, both the tenant and landlord must agree on a convenient date, within 2 weeks of the end of tenancy period, to allow enough time for the tenant to clean/ repair any conditions identified.¹⁷

Things to keep in mind during the Initial Inspection...

- During the initial inspection, the tenant should ask the landlord or landlord agent for their “move out instructions” and “cleaning checklist”, as it may be different from the inventory checklist.
- Some landlords/managers can provide the tenant with the cost of repairs that will be taken from the deposit. The tenant can decide whether they want to do the work themselves or pay the cost out of their deposit by having the manager handle it.
- Determine what is deterioration beyond reasonable wear and tear (for which a tenant is responsible), and what type of wear and tear will be covered by the owner. Refer to Chapter 4.3 to distinguish the difference between wear and tear v.s. damages.

Resources:

California Pre-Move Inspection:<https://www.thelpa.com/lpa/landlord-tenant-law/ca-preinsp.html>

Conditions Upon Departure (Final Inspection)

In order to receive the majority of a deposit back and receive a good recommendation from a landlord, it is important to leave the unit in the same condition as it was rented in. The landlord or agent will complete the last inspection (Conditions Upon Departure) and it is highly recommended for tenants to be present and take photos for documentation. Though it’s recommended, it is not mandatory for a tenant to be present during the inspection.¹⁸



2.4 Deposits

A **deposit** is a required amount of money that is paid to the landlord by the tenant before moving in. This can also be addressed as a Security Deposit or Cleaning Fee. Most rentals are expected to be returned in the same condition it was rented in. The California Department of Consumer Affairs states that a deposit can only be use in the following scenarios:

1. For unpaid rent;
2. For cleaning the rental unit when the tenant moves out, but only to make the unit as clean as it was when the tenant first moved in;
3. For repair of damages (other than normal wear and tear) caused by the tenant or the tenant's guests; and if the lease or rental agreement allows it, for the cost of restoring or replacing furniture, furnishings, or other items of personal property (including keys).¹⁹



Five things to consider about deposits...

1. How much can a landlord charge for a deposit?

- State law confirms the total of all rental deposits cannot exceed the amount equal to two months rent if property is unfurnished.²⁰
- If property is furnished meaning basic furniture (tables, beds, etc.) the limit can equal up to three months' rent.²¹

2. Can a landlord increase a security deposit after move in? It depends on the the situation.

- **Rental agreement:** if the security deposit and fees add up twice the monthly rent in an unfurnished or three times the monthly rent in a furnished unit, the security deposit cannot be increased.²²
- **Fixed term lease:** If a security deposit is less than the legal limit, the landlord cannot raise deposit during that year unless the lease allows it.²³
- **Month-to-month:** Landlord(s) can have a higher security deposit and legally raise a deposit with a 30-day written notice of increase. This notice has to be properly delivered.²⁴

3. What to know about a deposit?

- Tenants are entitled to a receipt signed and dated.
- Tenants should keep a copy of the receipt and the check or money order for the deposit.
- Problems with a deposit can occur when the condition of the property is not documented.
- Tenants can move in “as-is” paying a deposit with promise that things will be fixed within a specific amount of time or before move-in day.
- Agreements or special arrangements need to be in writing, signed, and dated by both the tenant and the landlord.

4. Can the landlord or his/her agent hold a deposit?

The landlord has a duty to return a deposit under these conditions:

- Within 21 days of move out return the entire deposit or
- Mail or deliver an itemized statement that lists the amounts of any deductions from the deposit and the reasons for the deductions. Include a refund of any remaining amounts not deducted

5. Keep in Mind...

- The “**move out**” day is the day the keys are returned to the agent or landlord.
- To avoid any complications with landlords, keep copies of all documentation and receipts together in a safe place.
- Take pictures of the property before moving in and upon moving out.
- Tenants can also request a move-out checklist and a pre move-out (initial) inspection to understand a landowner’s process for deductions or damages that could lead to not receiving a full deposit back.

2.5 Lease and Rental Agreements

Deciding to enter into a rental or lease agreement can be a difficult decision. There are several things to take in consideration when making this decision. This section provides information about the differences between: a lease and month-to-month rental agreements, legal and illegal clauses in lease and/or rental agreements, translated lease/rental agreements, and the distinctions between a verbal and written agreements. Carefully read through both of the options to learn what best suits your situation.

A few helpful things to consider when deciding on a lease versus month-to-month agreement:

The infographic is set against a green background. At the top, two white signs on posts are shown. The left sign says 'FOR LEASE' and the right sign says 'FOR RENT'. Between the signs is the text 'VS.'. Below each sign are three light green rounded rectangular boxes containing text.

FOR LEASE	VS.	FOR RENT
Lease agreements state the total number of months or years it will be in effect. Leases typically range between 6 months to 1 year or more. Though oral/verbal leases are legal, leases that are in effect for more than 1 year must always be in writing. ²⁵		A month-to-month arrangement is typically found in rental agreements (not leases). The time period of tenancy is on a month-to-month basis.
All terms of the agreement are fixed; no changes can be made until after the lease ends. (exception: both landlord and tenant agree in writing, normally completing a new lease.) ²⁶ Look for specific language. Ask for clarification.		Terms of agreement are self-renewed each month and can be ended with an advanced notice given to the landlord or tenant. ²⁷
A landlord cannot raise rent or ask a tenant to leave during the period of their lease, EXCEPT in the case a tenant violates the conditions of their lease. ²⁸		In a rental agreement the landlord can raise rent and terminate tenancy if a notice is given 30 or 60 days in advance (more if tenant holds a Housing Choice Voucher). ²⁹

Legal and Illegal Clauses in Lease or Rental Agreement

Potential tenants must agree to the written terms of the lease agreements. If any of the conditions stated are not satisfactory to the potential tenant they may with the approval of the landlord, workout new conditions that are satisfactory to both parties.

Subletting and Subleasing

Subletting is defined as: a tenant allowing someone to use some or all of their rental unit for a period of time in return for payment. Most rental agreements and leases contain terms that do not allow subletting or reassigning rental units. However, if the lease or rental agreement does not mention anything about subletting, a tenant should talk to their landlord first.³⁰

Refer to the California Tenant's guide book (pp. 19-22) for a detailed list of what should be included in a rental agreement or lease. Access the section online at the following link <https://www.dca.ca.gov/dca/publications/landlordbook/when-rent.shtml>.

Things to Consider when entering into an agreement to sublease...

- It is important to be aware of who is offering the rental, the landlord, the landlord's agent or a tenant.
- "A tenant **CANNOT** sublease the unit or assign the lease, unless the terms of the original lease allow it."³¹
- Make sure that the landlord is aware and in agreement with their tenant subleasing. If the Landlord isn't aware and finds out later that gives them the right to take legal action against the tenant named in the lease and the right to evict both the original tenant and the subtenant.
- Any sublease agreement between the original tenant and a subtenant should be in writing and terms must not exceed original contract. For example, month to month cannot sublease with a 6-month contract.

Translated Lease/Rental Agreements

The state of California requires landlords to provide a written translated lease or rental agreements to tenants, if both parties negotiate the terms of tenancy in a language other than English. The translation of the lease or rental agreement must be in writing and must be given to tenants prior to signing the rental or lease agreement.³²

Verbal VS. Written Agreements

A **verbal agreement** is an agreement between a tenant and a landlord which is communicated verbally. This agreement includes amount of rent, time limitations, and payment arrangements.

- This type of rental agreement is legal to both parties (tenant and landlord). However, CA law requires it to be in writing if the duration of a lease is for a year or more.

A **written rental agreement** is a rental agreement between a tenant and landlord which is communicated in writing.

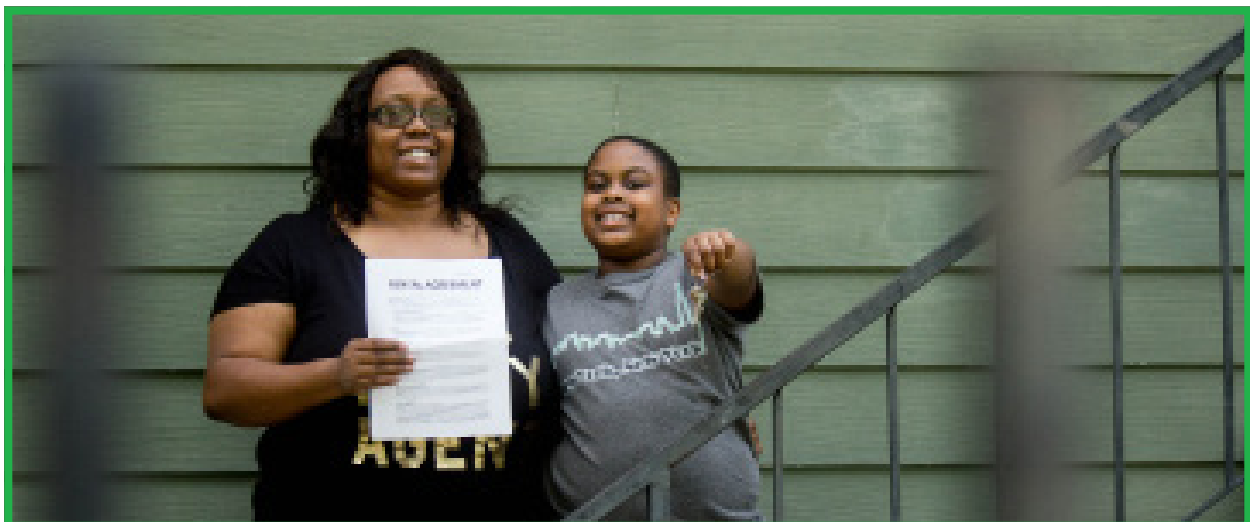
- Written rental agreements include all of the terms between a tenant and the landlord, e.g. amount for rent, length of time between rent payments, etc.)

Tips to keep in mind **BEFORE** signing a rental agreement or lease:

- Tenants should **ALWAYS READ** and **KEEP A COPY** of the lease or rental agreement. It is recommended that tenants keep a signed copy of the agreement with other documents, inspections, receipts and photos.
- Before a tenant signs or agrees to any lease or rental agreement, they should read the entire document. Tenants are highly encouraged to ask for a walk through of the potential rental unit to make sure it is a livable environment and the agreement is accurate.³³

Tips to keep in mind **AFTER** signing a rental agreement or lease:

- After signing any documents, tenants should always ask for a signed copy to keep.
- If rent is paid in cash or with a money order, it is advised that tenants ask for a signed and dated receipt.
- Tenants are advised by the DCA to “**KEEP THE RECEIPTS OR CANCELED CHECKS** as records of payments in case of a dispute.”³⁴



Chapter 2 Endnotes:

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10. LII, “42 U.S. Code § 3604 - Discrimination in the Sale or Rental of Housing and Other Prohibited Practices U.S. Cornell Law School,” Cornell Law School, <https://www.law.cornell.edu/uscode/text/42/3604>.
11. The United States Department of Justice, “Joint Statement of the Department of Housing and Urban Development and the Department of Justice Reasonable Accommodations Under the Fair Housing Act,” The United States Department of Justice, 2015, <https://www.justice.gov/crt/us-department-housing-and-urban-development>.
12. “Ibid”
13. “Ibid”
14. State of California Department of Consumer Affairs, “Having Repairs Made,” State of California California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/repairs.shtml>.
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16. “Ibid”
17. State of California Department of Consumer Affairs, “Refunds of Security Deposits,” State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/sec-deposit.shtml>.
18. “Ibid”
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20. State of California Department of Consumer Affairs, "Living in the Rental Unit," State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/living-in.shtml>.

21. "Ibid"

22. "Ibid"

23. State of California Department of Consumer Affairs, "Before You Agree to Rent," State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/before-rent.shtml>.

24. "Ibid"

25. "Ibid"

26. "Ibid"

27. "Ibid"

28. "Ibid"

29. State of California Department of Consumer Affairs, "Moving Out," State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/moving-out.shtml>.

30. State of California Department of Consumer Affairs, "Living in the Rental Unit," State of California Department of Consumer Affairs, 2012. <http://www.dca.ca.gov/publications/landlordbook/living-in.shtml>.

31. "Ibid"

32. State of California Department of Consumer Affairs, "Before You Agree to Rent," State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/before-rent.shtml>.

33. State of California Department of Consumer Affairs, "When You Have Decided to Rent," State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/when-rent.shtml>.

34. State of California Department of Consumer Affairs, "Living in the Rental Unit," State of California Department of Consumer Affairs, 2012. <http://www.dca.ca.gov/publications/landlordbook/living-in.shtml>.

Chapter 3: OCCUPYING



For the most part, tenants will base their overall rental experience on their tenancy experience. Tenancy is the time in which the tenant spent living in the rental unit. Chapter 3, provides an overview of the responsibilities landlords and tenants have in order to keep their premises livable. This chapter also provides information about how to: submit a notice of repair, how to request an inspection, and how to make a complaint if the landlord does not take action to repair premises that affect the safety and health of tenants. Properly knowing how to submit notifications to a landlord can significantly improve a tenant’s rental experience.

Section Outline:

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3.1 Maintenance

“California law makes landlords and tenants each responsible for certain kinds of repairs, although landlords ultimately are legally responsible for assuring that their rental units are habitable.”³⁵

Landlords’ Responsibilities

As stated by the Department of Consumer Affairs (DCA)

- “Landlords are legally responsible for assuring that their rental units are habitable”.³⁶ Refer back to Chapter 1- Landlord’s habitability responsibility.

Tenants’ Responsibilities

As stated by the Department of Consumer Affairs. The tenant’s responsibilities are to:

- Keep premises “as clean and sanitary as the condition of the premises permit.”³⁷
- “Use and operate gas, electrical, and plumbing fixtures properly.”³⁸
- “Dispose of trash and garbage in a clean and sanitary manner.”³⁹
- “Do not destroy, damage, or deface premises or allow anyone to do so.”⁴⁰
- “Use the premises as a place to live and use the rooms for their intended purposes.”⁴¹


Visit the link below to watch a short video by the Tenant Resource Center explaining tenant and landlord’s responsibilities (<https://www.youtube.com/>)





Notice of Repair


Tenants have the responsibility to notify the landlord when there are defects or damages in the unit. A tenant's home is a landlord's investment, taking care of defects early on will protect the investment for years to come.⁴² Below you will find samples of letters and notifications that tenants can use to submit a proper notice of repair. It is important to follow through the Notice of Repair in 5 steps in order to ensure your request is properly addressed by the landlord or agent.


Notice of Repair In 5 Steps

- 

Tenants should notify landlord by both a telephone call and letter and specifically describe the damage or defects.
- 

Date the letter and keep a copy to show that the notice was given to the landlord.
- 

Depending on needed repairs, the landlord can be given 1-30 days to respond. In the letter, the tenant should provide a reasonable timeframe for work to be done.
- 

Document when the damage happened, when contact was made with management, and what was verbally agreed upon. Take photos.
- 

Follow up. When the problem is resolved, write a thank you! Or, if no response, follow up with a second call and letter.

Sample script for requesting a repair:

Hello, my name is _____. I am calling to request a property maintenance repair.
My address is _____.

Explanation of problem: My concerns/issues are _____.

*(Note: When you describe the maintenance request try **to be as detailed as possible**. For example, instead of saying “my stove is broken,” consider saying, “I am calling to report that the front right burner on my kitchen stove is not coming on. When I turn the burner on, it does not get hot. This problem started last night. I tried to reset the circuit breaker but the burner does not come on. The other three burners are still working, but I am concerned about my safety so I will not be using the stove until it is repaired.”)*

I need the repair done right away. How soon can someone come take a look at it?

The best day/time to schedule the repair is (give landlord your schedule of availability) _____. I prefer to schedule the repair when I’m home so I can talk to the repair person.

(Note: Tenants can give the landlord (or on site maintenance person) permission to enter the unit, in their absence, if they wish)

When can I expect to hear back from you to follow-up?

Thank you. I look forward to hearing back from you. Have a good day.



Sample Letter

Notice to Repair

Date: _____

Dear: _____
(landlord/manager)

Address: _____

I, _____ resident at _____
(printed name) (residential address and unit number)

I have been experiencing the following problems in my unit and request the immediate repairs or remedies be made,

I'm requesting that these problems be repaired or remedied in the next _____ days.

Please provide a written explanation to me if there will be any delay in fixing these problems. If you or your agent require access to my home in order to inspect and fix these problems, please contact me so I can arrange to be home at the time of repairs.

Thanks for your prompt attention.

(Signature)

(printed name)

(Address)

(Phone)



3.2 City and County Inspections

Community Revitalization - Code Enforcement: (Inspections Upon Request)

If management or landlords do not respond to requests (verbal and written) for maintenance on health and safety issues, then tenants should contact the City or County to conduct an inspection. When violations are found the City will issue a notice and levy fines to the property owner if the compliance is not met within a reasonable time period. Keep in mind that tenants are protected against landlord retaliation and discrimination at all times, even if they choose to request an inspection with the City or County. Chapter 2.2 explains further actions a tenant can take if they are being discriminated or retaliated against.

Anti Slumlord Enforcement Team: A division dedicated to the enforcement of City code within complexes designated as slum housing.

Rental Housing Improvement Act: is designed to keep landowners and tenants accountable for safe and healthy rental housing. The City of Fresno will regularly inspect rental housing to ensure state and local habitability laws are being upheld. All landlords/ property owners are required by law to register their rental property with the City of Fresno. City inspections will be conducted at random and tenants will be notified by their landlords or property management company with at least a 24 hour notice to enter the dwelling.⁴³ Though these inspections are being held at random, tenants are encouraged to call code enforcement if they would like to have an inspection done, especially if they are not living in habitable conditions.

It is important to note that city staff will be inspecting rental units to find any habitability concerns and will be using an inspection checklist that is very similar to the one found on page 6. A property owner who complies with inspections and no violations are found, is eligible to “self-certify” to keep inspections to a minimum.

***NOTE:** City staff is a separate entity from the Federal government and do not work with ICE (Immigration and Customs Enforcement) in any way.*

What happens once an inspection is scheduled?

After an inspection has been scheduled a tenant can do the following:

- Clean their home, and take care of/ address any tenant caused damages.
- Be available when the landlord or the inspector need to come into the tenant’s home.
- Tenants must walk the inspector through their unit showing each concern and must answer any questions honestly.
- Tenants must not withhold rent.
- Call the agency (City or County) to check on the status of the report. Ask for the case number of the report (see script below).
- Tenants may ask for a copy of the report.
- Be available for landlord/maintenance to make repairs and document when each repair is made.

Ways to contact the City/County for inspections:



Community Revitalization - Code Enforcement

2600 Fresno Street, Room 3076
Fresno, CA 93721
Phone: (559) 621-8400

City of Fresno Application for Smartphones:

FresGo: Free service for residents. Submit, track, and view nearby service requests through a smartphone as well as online. Residents can also use the in-app widgets to find information about events, public facilities, trash pickup, and more. **Available in the Apple App Store and Google Play.**

Online Code Enforcement Report:

https://iframe.publicstuff.com/#/?client_id=806



Fresno County (for outside of city limits)

Environmental Health and Vector Control (Substandard Housing)
1221 Fulton Mall, Third Floor, Fresno Ca 93775-1867
Phone: 559-600-3357
E-mail: environmentalhealth@co.fresno.ca.us

Code Enforcement Program: Phone: (559) 600-4550

Development Service Division: Make a violation complaint
Online Form for violations of zoning or building code.
<http://www.co.fresno.ca.us/ViewDocument.aspx?id=7174>

Sample script for follow up:

Hello my name is _____. I filed a code violation complaint (by phone or through FresGo) on (date) about the following issues _____.

I'm calling to follow up on my report. My case number is _____.

OR Can you please give me the case number for my report?

What is the first and last name of the Code Enforcement officer assigned to the case?

When will the Code Enforcement officer be coming out to inspect the unit?

What are the next steps from your office?

What should I do in the meantime?

Thank you.



3.3 Bugs/ Rodents

Landlords and tenants each have a role to play when it comes to controlling bugs and rodents. This section outlines the landlord and tenants' responsibilities. Tenants and landlords must work together to prevent an infestation. Once an infestation occurs it can be very costly to both landlords and tenants.

Managing pests is mostly the tenant's responsibility. Pests are attracted to food, water and shelter. If they can find any of these things in the home, they will inevitably stay. Tenants and landlords have to be vigilant in managing pests through the changing seasons. It is in the best interest of the owner to use preventative measures instead of abating an infestation.

Steps to take with bed bugs:

It can be difficult for both the tenant and landlord to find the source of bed bugs and to determine who is legally responsible. Tenants are most likely the carriers of bedbugs, bringing them into the home, however if a tenant moves into a home with existing bed bugs it can then be the responsibility of the landlord.

- Immediately contact the landlord.
- Document bites on bodies and document bugs in photos or keep bugs.
- Talk to other residents and see if they have any history or current bed bug problems.

For more information go to the following link:
<http://www.rentokil.com/blog/bed-bug-bites-what-you-need-to-know/#.V420xVclqQ>

Pest Management:

English: <https://www.youtube.com/watch?v=kNurJd1EzTg>



BUGS & PESTS

Know what you agreed to: is there anything in your lease regarding pests? Know what pests are inevitable or controllable.

Inevitable: living near open fields may contain mice/roaches/ants.

Controllable: Leaving food open/lack of cleaning/dirty dishes piled up/lack of upkeep may invite roaches/mice/etc.

Tenants and landowners have to be vigilant in managing pests.



Managing pests is mostly the tenant's responsibility. Pests are attracted to food, water and shelter. If they can find any of these things in your house, they will inevitably stay.



Steps to follow if you have pests...



Contact the landlord via phone and in writing & follow up. (Notice to Repair)



Document pests and pest droppings or damage w/pictures



Find source of where pests are intruding.



Lastly, if landlord does not take action, contact City of Fresno/Code Enforcement

Sources

Department of Consumer Affairs, State of California. "California Tenants - California Department of Consumer Affairs." CA.gov. N.p., 31 Mar. 2012. Web. 13 May 2017.

Rose, Miranda. Decorating A Small Kitchen Apartment. N.d. Kitchen Design For Small Apartment. Web. 24 May 2017.



Lowell Community Development Corporation

3.4 Common Areas

Common areas are shared spaces by two or more tenants. This can include: yard areas, walkways, balconies, play spaces, dumpsters, laundry facilities, pool areas, etc. Depending on the type of rental unit (single family home, duplex, apartment complex) and your lease agreement, landlords may not be responsible for every area listed. It is important for tenants and landlords to understand what kind of care is expected and what they are responsible for. It is also important to know who will be providing equipment or tools (lawn mower, push-broom...), if cost is included in your rent, or if it is additional. This may be stated in your lease/rental agreement, or verbally agreed upon with your landlord (refer to Lease Agreements).

Tenant responsibilities for common spaces include taking reasonable care of the shared spaces such as: cleaning after oneself, using the areas as they are designed for, etc. Tenants will be held accountable if they, their families, or pets cause any damage to the common areas.

The DCA clarifies that, if a tenant's failure to meet these requirements causes unlivable conditions, it is not the landlord's responsibility to repair the damage. If this is the case, the tenant cannot withhold rent or take action against the landlord. Failure to meet maintenance requirements is a violation of the rental agreement. Therefore, landlords have the right to terminate the lease agreement or possibly evict the tenant from their unit.⁴³

Common areas by rental type:

- **Single Family Home:** yard areas and exterior areas of the home.
- **Duplex:** yard areas and exterior areas of the unit, dumpsters, parking areas.
- **Apartment complex:** yard areas, play spaces, dumpsters, laundry facilities, pool

Tenant's Responsibilities for Common Areas:

From the California Tenants' Rights Handbook⁴⁴

- Dispose of trash in a clean and sanitary manner
- Keep areas clean
- Do not remove any part of the rental unit, shared facilities and equipment, or allow anyone else to do so
- Notify landlord when security devices in common areas don't operate properly
- Do not damage, destroy, deface the premises or allow anyone else to do so
- Use of shared gas, electrical and plumbing fixtures for their intended and proper use

3.5 Paying/ Withholding Rent

Paying Rent: Failure to pay rent on time is a violation of your lease/agreement and can result in: being reported to the credit bureau, late fees, and being evicted.


- Document every rent payment: request a receipt and pay by check or money order to verify payment.
- When mailing a money order, the tenant must show proof that rent was paid by obtaining a receipt for certified mail.
- Payments must be dated on or before the date rent is due
- Paying rent on time contributes to a healthier credit score, rent history and positive relationship with the owner/manager.


If the tenant can only pay half the rent the landlord can use his/her discretion on this matter. The landlord can still collect the money and issue a 3 day notice to pay or quit. However, the DCA states, “If your landlord is willing to accept a partial rent payment and give you extra time to pay the balance, it’s important that you and the landlord agree on the details in writing. The written agreement should state the amount of rent that you have paid, the date by which the rest of the rent must be paid, the amount of any late fee that is due, and the landlord’s agreement not to evict you if you pay the amount due by that date. Both the tenant and the landlord should sign the agreement, and you should keep a copy.”⁴⁵

MR. JOHN JONES
1645 DUNDAS ST. W, APT. 27
TORONTO, ON M6K 1V2

DATE **243**
Y Y Y Y M M D D
Y Y Y Y M M D D

PAY TO THE ORDER OF _____ \$ **RENT**

100 DOLLARS  Security features included - Details on back

 **FIRST BANK OF WIKI**
Victoria Main Branch
1425 James St., P.O. Box 4001
Victoria (B.C.) V8X 3X4

MEMO _____ *John Jones* **MP**

⑈ 243 ⑈ ⑆ 00005 ⑆ 23 ⑆ 23 ⑆ 456 ⑆ 7 ⑈

Withholding rent: When and how to do it correctly

In order to withhold some or the full rent money, the defects or the repairs need to be a serious health and safety hazard to the tenant(s). Prior to withholding rent, tenants must contact the owner in writing to request the necessary repairs and give a reasonable amount of time.⁴⁶

If the tenant, tenant's family, guest, or pets have not caused the needed repairs... (From the DCA).⁴⁷

- Before withholding rent, it is highly recommended that tenants consult with legal aid programs and/or tenant programs to determine the best legal action to take in regards to their housing issue.
- Give the landlord a reasonable amount of time to make the repair, in writing.
- Photograph the unlivable conditions/ defects.
- Tenants **MUST** inform the landlord of the actions taken and why, in writing.
- Tenants who decide to withhold a partial amount of the rent must deposit their rent money into an escrow account or hold a cashier's check dated before the rent is due. Doing this shows proof to a judge that the funds are available and that the tenant is not just merely withholding rent to avoid paying rent.
- Once the repairs are made, a tenant is expected to pay the remainder amount of the rent that was withheld.



Repair and Deduct Solution:

This allows tenants the ability to repair any damages and deduct it from the rent, as long as the repairs do not cost more than one month's rent.

REQUIREMENTS: From the California Tenants' Rights Handbook ⁴⁸

- The defects must be serious and directly related to the tenant's health and safety.
- The repairs cannot cost more than one month's rent.
- The tenant cannot use the repair and deduct remedy more than twice in any 12-month period.
- The tenant or the tenant's family, guests, or pets must not have caused the defects that require repair.
- The tenant must inform the landlord, in writing, of the repairs that are needed.
- The tenant must give the landlord a reasonable period of time to make the needed repairs.
- If the landlord does not make the repairs within a reasonable period of time, the tenant may either make the repairs or hire someone to do them. The tenant may then deduct the cost of the repairs from the rent when it is due. Keep a copy of notice, receipts and communication, giving copies to the Landlord.

** When the tenant is paying rent, s/he has the legal right to demand a habitable home. The tenant can use Code Enforcement or Small Claims Court to resolve a problem with the landlord. Withholding rent should be the last option.**

Rent Increases:

- Rent cannot increase during a lease period.
- At the end of a lease or for month to month agreements, landlords must give 30 days notice in advance if the increase is below 10% of the current rent. If the rent increase is greater than 10%, the notice must be issued at least 60 days prior to the increase.
- The landlord can personally hand each tenant the notice, or send it by mail. If the notice is mailed, the landlord must give tenants five extra days due to the time it takes for the mail to be delivered to the tenant's home. ⁴⁹

Chapter 3 Endnotes:

35. State of California Department of Consumer Affairs, “Dealing With Problems,” State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/problems.shtml>.

36. “Ibid”

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48. “Ibid”

49. State of California Department of Consumer Affairs, “Having Repairs Made”, State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/repairs.shtml>.

50. State of California Department of Consumer Affairs, “Living in the Rental Unit,” State of California Department of Consumer Affairs, 2012. <http://www.dca.ca.gov/publications/landlordbook/living-in.shtml>.

Chapter 4: LEAVING



Leaving a rental unit marks the end of a tenant and landlord relationship. However, there are several things to take into consideration in the midst of the stressful process of leaving. Just as there are landlord and tenant responsibilities during tenancy, there are responsibilities and laws that one must follow in order to leave on a positive note. This chapter will highlight the laws that relate to a tenant leaving or a landlord wanting to end a lease/ rental agreement. It will explain the eviction process and how to protect both the tenant and landlord from false accusations and fees when moving out. And lastly, the chapter ends with a review explaining “wear and tear” VS. “damages”.

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4.1 Getting or Giving a 30 or 60 Day Notice

If the Landlord decides to end the lease/ Rental Agreement...

To end a lease/ rental agreement, a landlord is required to deliver a proper notice that says they are to leave. The landlord is not required to state a reason for the termination, unless the rental agreement requires one.

Duration of notices vary and are determined by how long a tenant has lived in the rental unit. The following are the state requirements for tenants:

30- day notice for a tenant who has lived less than a year in the unit.

60- day notices are required for a tenant who has lived for more than a year in the unit.

90- day notices and a reason for termination are required for tenants who use state program financial assistance, such as a housing choice voucher.

Keep in mind...

- A notice may be served on any day of the month.
- When you count the 30 or 35 days, if the last day falls on a weekend or holiday then you have all day Monday to move out, if needed.⁵¹
- If a landlord accepts rent money beyond the 30-, 60-, or 90- day notice, then the notice is no longer valid.

If a Tenant chooses to leave...

- A 30-day notice given to the landlord is required by section 1964 of California Civil Code for month-month leases.
- If on a fixed term lease, a notice can be given at the end of the terms or arrangements can be made to move sooner. All payments are still expected to be paid on time.
- Tenants still have full possession of property until all belongings are taken out and keys are returned.
- Except as provided by law, rent is due and payable up to and including the final date of possession, or (30) days after service of a notice to Manager, whichever is later.

Foreclosure on landlord

Tenants are entitled to 90 days notice no matter who purchases the property upon foreclosure (to “bona fide tenants”- over 18, legal renters on the property). Tenants are entitled to 60 days notice unless, living with someone who was a party to the mortgage that was foreclosed upon in which case your only entitled to 30 days notice (“Non-bona fide” tenants- not on the lease as a legal tenant).⁵²

THIRTY DAY NOTICE OF RESIDENT(S) INTENT TO VACATE

To: _____ (Owner/Agent)

You are hereby given notice that _____ (Resident(s)) intend(s) to terminate the tenancy and to move from the premises located at:

_____, Apartment # (if applicable) _____
(Street Address)

_____, CA _____,
(City) (Zip)

as of _____ (date).

It is understood as follows:

- a. that a Thirty Day Notice of Intent to Vacate is required by Section 1946 of California Civil Code for month-to-month tenancies and by the Lease Agreement for fixed-term tenancies;
- b. for Residents on a fixed-term lease, a Thirty Day Notice of Intent to Vacate does not relinquish Resident from any obligation of the lease, including payment to the end of the lease term;
- c. Resident’s possession of the apartment remains in effect until all belongings are removed and all keys returned; and
- d. except as provided by law, rent is due and payable up to and including the final date of possession, or thirty (30) days after service of this notice to Manager, whichever is later.
- e. Resident cannot use the security deposit as last month’s rent. Rent is payable through the termination of the tenancy.

The resident’s reason(s) for terminating the Lease Agreement is as follows: (optional)

Forwarding Address: _____

New Phone Number: _____

NOTICE OF RIGHT TO INITIAL INSPECTION:

I understand that I have the right to request an initial inspection of my unit and to be present during that inspection, which shall occur no earlier than two weeks before the termination of the tenancy and during normal business hours. I also understand that at this initial inspection, the Manager will provide an itemized statement specifying repairs or cleaning that are proposed to be the basis for the deductions from the security deposit. I understand, however, that this may not be the final accounting of deductions from my security deposit. I understand that no later than three weeks (21 days) after Manager has regained possession of the premises, Manager shall provide me with an itemized statement, indicating the basis for, and the amount of, any security deposit received and the disposition of the security and shall return any remaining portion of such security deposit to me.

(check only one option below)

- I decline the initial inspection.
- I request the initial inspection of my apartment, and I wish to be present.
- I request the initial inspection of my apartment, but I will not be present.
Contact me at this phone number to arrange for the inspection: _____

(if requesting initial inspection, check only one option below)

- I waive my right to 48 hour notice by the Manager prior to the entry of the apartment to perform the initial inspection, as allowed by Civil Code section 1950.5(f)(1).
- I want Manager to provide 48 hour notice prior to entry of the apartment to perform the initial inspection.

Resident Signature(s): _____ Date: _____

4.2 Evictions

Landlords have at their reach the ability to evict tenants if a tenant violates the rental agreement or falls short of paying the full rent. For example, if the tenant cannot pay the rent by its due date and has not contacted the landlord to make arrangements, then the landlord can give the tenant a 3 day notice.⁵³ Once the 3-Days Notice to Cure or Quit begins, the tenant has only 3 days to resolve the matter with the landlord and the problem ends there. If 3 days pass and the tenant hasn't resolved the matter, "a landlord can then proceed to file an Unlawful Detainer, summoning the tenant to appear in court to begin the eviction process and recover full payment for rent."⁵⁴

A landlord can evict tenant(s) for following reasons:

- Unpaid rent
- Tenant's violation of the rental agreement

Eviction Process

3 Day Notices: A tenant can receive a 3-day notice for several reasons including: failure to pay rent on time or being out of compliance with the rental agreement or lease. A 3-Day notice is the first step toward an eviction, but a tenant and landlord can avoid an eviction with clear communication to resolve a violation within the three days.

3-Day Notice to Pay Rent or Quit

3-Day Notice to Perform or Quit

3-Day Notice to Quit

Keep in Mind...

The lease or rental agreement contract could have a provision that allows the landlord to extract payment for lawyer fees, it can be added

to past rent due. Once the landlord files the Unlawful Detainer only a judge can dismiss it if the landlord and tenant come to an agreement and rent is paid.

Filing notification of eviction (p. 226 of CA Tenants handbook or go to the following link <https://www.dca.ca.gov/dca/publications/landlordbook/evictions.shtml>)

Unlawful Detainers: must be submitted to a court in order for a landlord to evict a tenant, which gives the tenant the opportunity to defend their case before a judge. The DCA states that, “An unlawful detainer lawsuit is a ‘summary’ court procedure. This means that the court action moves forward very quickly, and that the time given the tenant to respond during the lawsuit is very short.”⁵⁵

Landlords must give tenant(s) sufficient time to respond before filing an Unlawful Detainer. If the tenant has been served with an unlawful detainer, he or she has 10 days to respond to the courts usually within 5 to 15 days from the time of the notification of eviction. Failing to act quickly may result in a lockout date and eviction judgment.⁵⁶

Illegal Evictions

If you feel your rights as a tenant have been violated. Contact legal services for assistance (Refer back to ch. 2.2 on discrimination for free access to legal services).

Landlords must file evictions in court after giving tenants reasonable notice of action.

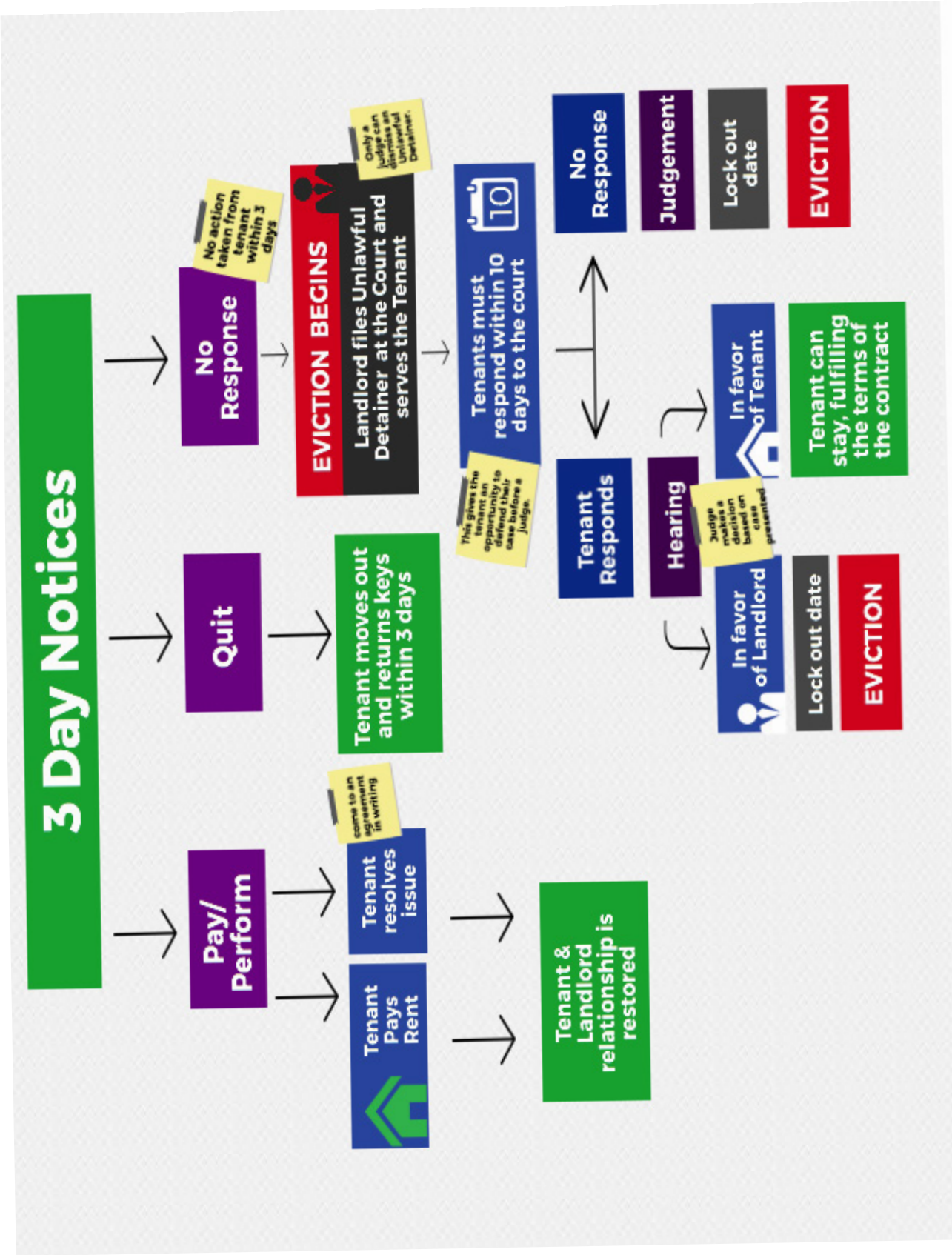
Lock-Outs: If landlord locks tenants out the rental property by removing outside doors, windows or removes tenant’s property from the home with the intention of terminating the tenancy this is a violation of CA State law (CC 789.3.)

A landlord cannot evict a tenant by disconnecting their utility services. Utility cut-offs are considered a criminal act. (CC 788.3)

A tenant can file a complaint with the Fresno Police Department or District Attorney if they feel their landlord is engaging in illegal activity (e.g. illegally separating them from their personal belongings).

The tenant may be able to file a case against their landlord in small claims court for up to \$7,500 (e.g. illegally shutting off utilities could result in punitive damages up \$110 per day for being without electricity, plus attorneys fees).

When landlords evict tenants, the landlord **must first give proper notification** to the tenant regarding the risk of non payment (3-day notice). If there is no way to resolve the conflict of the rent or violation in the rental agreement the landlord could file an unlawful detainer, at the same time **the law does not permit a landlords to harass the tenant** in anyway.



4.3 Wear and Tear v.s. Damages

Wear and tear is expected, by both the landlord/manager and tenant upon move out, if the tenancy was long-term. Wear and tear is part of the normal repairs the landlord is responsible for reparations and upkeep. A security deposit cannot be used for normal wear and tear, and must only be used for damages caused by a tenant, tenant's family/guests, or pets. There are however, structural damages that are not covered by the landlord. Refer to the charts below to understand the difference.⁵⁹

A landlord can use the deposits for specific purpose of repairing units.

- Default on rent payment.
- Repairs for damages caused by tenant.
- Cleaning the areas in the unit. if the tenant fails to clean up after leaving.
- Tenant agreement to restore or replace personal property.

A landlord cannot extract payment for repairs from the tenant's security deposit in order to fix normal **wear and tear conditions**.

Wear and Tear (Landlord Responsibility)

- Minor damages such as: small as chip paint, or worn paint
- Rusty fixtures in the kitchen or bathroom
- Wear on carpets
- Moderately dirty carpets
- "Bubbled" or raised carpets or linoleum.
- Loose or missing grout around tile in kitchen or bathroom
- Discolored/ fade kitchen or bathroom linoleum
- Sun damage curtains or shades
- Dusty window screens
- Lack of finish on hardwood floors
- Water damage caused by leaky roof

Structural Damage (Tenant's Responsibility)

- Holes in walls or doors
- Burns in carpet, linoleum, or counter, ripped linoleum
- Crayon marks on walls or fixtures
- Missing or damaged window screens
- Damage caused by pets
- Flea infestation caused by pets
- Torn drapes, blinds, or shades
- Lost or broken keys
- Water damage caused by tenant possessions such as fish tank or plants
- Toilet clogged with unflushable items
- Broken tiles in the kitchen or bathroom
- Damaged furniture provided in furnished rental unit
- Mildew caused by lack of proper cleaning
- Excessively greasy parking space.

Chapter 4 Endnotes

51. "Ibid"
52. NOLO, "Correction to California Tenants' Rights edition 18 Chapter 14 - pages 231-236", NOLO, http://static.nolo.com/rx/images/pdf/CA_Tenants_Rights_Foreclosure_Correction.pdf
53. State of California Department of Consumer Affairs, "Terminations and Evictions," State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/terminations.shtml>.
54. "Ibid"
55. State of California Department of Consumer Affairs, "The Eviction Process," State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/evictions.shtml>.
56. State of California Department of Consumer Affairs, "The Eviction Process," State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/evictions.shtml>.
57. California Legislative Information, "CHAPTER 2. Termination of Estates", California Legislative Information, 1979, http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=789.3.&lawCode=CIV.
58. "Ibid"
59. State of California Department of Consumer Affairs, "Refunds of Security Deposits," State of California Department of Consumer Affairs, 2012, <http://www.dca.ca.gov/publications/landlordbook/sec-deposit.shtml>.

RESOURCES



Congratulations! You’ve made it to the final chapter of the handbook. If you’ve read all the chapters carefully you have learned a lot about your rights and responsibilities as a tenant. Now you have the correct knowledge and examples in this chapter that you may use during your tenancy to improve your experience as a tenant.

SECTION OUTLINE:

Notice of Repair	54
Thirty Day Notice of Resident(s) Intent to Vacate	55
Tenant Documentation Log	56 - 57
Inventory Checklist	58 - 61



Notice to Repair

Date: _____

Dear: _____
(landlord/manager)

Address: _____

I, _____ resident at _____
(printed name) (residential address and unit number)

I have been experiencing the following problems in my unit and request the immediate repairs or remedies be made,

I'm requesting that these problems be repaired or remedied in the next _____ days.

Please provide a written explanation to me if there will be any delay in fixing these problems. If you or your agent require access to my home in order to inspect and fix these problems, please contact me so I can arrange to be home at the time of repairs.

Thanks for your prompt attention.

(Signature)

(printed name)

(Phone)

(Address)

(City, State, Zip)

THIRTY DAY NOTICE OF RESIDENT(S) INTENT TO VACATE

To: _____ (Owner/Agent)

You are hereby given notice that _____ (Resident(s)) intend(s) to terminate the tenancy and to move from the premises located at:

_____, Apartment # (if applicable) _____
(Street Address)

_____, CA _____,
(City) (Zip)

as of _____ (date).

It is understood as follows:

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- c. Resident's possession of the apartment remains in effect until all belongings are removed and all keys returned; and
- d. except as provided by law, rent is due and payable up to and including the final date of possession, or thirty (30) days after service of this notice to Manager, whichever is later.
- e. Resident cannot use the security deposit as last month's rent. Rent is payable through the termination of the tenancy.

The resident's reason(s) for terminating the Lease Agreement is as follows: (optional)

Forwarding Address: _____

New Phone Number: _____

NOTICE OF RIGHT TO INITIAL INSPECTION:

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no earlier than two weeks before the termination of the tenancy and during normal business hours. I also understand that at this initial inspection, the Manager will provide an itemized statement specifying repairs or cleaning that are proposed to be the basis for the deductions from the security deposit. I understand, however, that this may not be the final accounting of deductions from my security deposit. I understand that no later than three weeks (21 days) after Manager has regained possession of the premises, Manager shall provide me with an itemized statement, indicating the basis for, and the amount of, any security deposit received and the disposition of the security and shall return any remaining portion of such security deposit to me.

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(if requesting initial inspection, check only one option below)

- I waive my right to 48 hour notice by the Manager prior to the entry of the apartment to perform the initial inspection, as allowed by Civil Code section 1950.5(f)(1).

I want Manager to provide 48 hour notice prior to entry of the apartment to perform the initial inspection.

Resident Signature(s): _____ Date: _____

Tenant Documentation Log:

Date/Time: **Contact/Person:** **Description/ Conservation/Agreement**

Date/Time:	Contact/Person:	Description/ Conservation/Agreement

INVENTORY CHECKLIST (1 OF 4)

This inventory form is for the protection of both the tenant and the landlord.

You (the tenant) and the landlord or the landlord's agent should fill out the "Condition Upon Arrival" section of the form within three days of your moving in. If you request an initial inspection before you move out, you and your landlord or agent should conduct the initial inspection about two weeks before the end of the tenancy or lease term and fill out the "Condition Upon Initial Inspection" section. As soon as possible after you have moved out, the landlord or agent should fill out the "Condition Upon Departure" section. It's a good idea for you to be present during the final inspection, but the law does not require that you be present or that the landlord allow you to be present.

The landlord or agent should sign a copy of this form following each inspection, and you should sign following each inspection for which you are present. Both you and the landlord or agent should receive a copy of the form following each inspection.

Be specific and check carefully when completing this form. Among other things, look for dust, dirt, grease, stains, burns, and excess wear.

Additions to this form may be made as necessary. Attach additional paper if more space is needed, but remember to include copies for both the landlord and the tenant. Both parties should initial any additional pages after each inspection. Cross out any items that do not apply.

Address _____ Unit Number _____

Name of tenant(s) _____

ITEM	If applicable QUALITY	CONDITION UPON ARRIVAL Note condition, including existing damage and wear and tear. DATE: _____	CONDITION UPON INITIAL INSPECTION Note deterioration beyond reasonable use and wear for which tenant is alleged to be responsible. DATE: _____	CONDITION UPON DEPARTURE Note deterioration beyond reasonable use and wear for which tenant is alleged to be responsible. DATE: _____
Floor covering				
Walls and ceiling				
Counter surfaces				
Stove and oven, range hood (broiler pan, grills, etc.)				
Refrigerator (ice trays, butter dish, etc.)				
Sink and garbage disposal				
Windows (draperies, screens, etc.)				
Doors, including hardware				
Light fixtures				

KITCHEN

INVENTORY CHECKLIST (2 OF 4)

ITEM	QUALITY <small>If applicable</small>	CONDITION UPON ARRIVAL Note condition, including existing damage and wear and tear. DATE: _____	CONDITION UPON INITIAL INSPECTION Note deterioration beyond reasonable use and wear for which tenant is alleged to be responsible. DATE: _____	CONDITION UPON DEPARTURE Note deterioration beyond reasonable use and wear for which tenant is alleged to be responsible. DATE: _____
LIVING ROOM				
Floor covering				
Walls and ceiling				
Windows (draperies, screens, etc.)				
Doors, including hardware				
Light fixtures				
BATHROOM				
Floor covering				
Walls and ceiling				
Shower and tub (walls, door, tracks)				
Toilet				
Plumbing fixtures				
Windows (draperies, screens, etc.)				
Doors, including hardware				
Light fixtures				
Sink, vanity, medicine cabinet				

INVENTORY CHECKLIST (3 OF 4)

ITEM	QUALITY If applicable	CONDITION UPON ARRIVAL Note condition, including existing damage and wear and tear. DATE: _____	CONDITION UPON INITIAL INSPECTION Note deterioration beyond reasonable use and wear for which tenant is alleged to be responsible. DATE: _____	CONDITION UPON DEPARTURE Note deterioration beyond reasonable use and wear for which tenant is alleged to be responsible. DATE: _____
HALLWAYS OR OTHER AREAS				
Floor covering				
Walls and ceiling				
Closets, including doors and tracks				
Light fixtures				
Furnace/Air conditioner filter(s)				
Patio, deck, yard (planted areas, ground covering, fencing, etc.)				
Other (specify)				
BEDROOM 1				
Floor covering				
Walls and ceiling				
Closet, including doors and tracks				
Windows (draperies, screens, etc.)				
Doors, including hardware				
Light fixtures				

INVENTORY CHECKLIST (4 OF 4)

ITEM	QUALITY <small>If applicable</small>	CONDITION UPON ARRIVAL <small>Note condition, including existing damage and wear and tear. DATE: _____</small>	CONDITION UPON INITIAL INSPECTION <small>Note deterioration beyond reasonable use and wear for which tenant is alleged to be responsible. DATE: _____</small>	CONDITION UPON DEPARTURE <small>Note deterioration beyond reasonable use and wear for which tenant is alleged to be responsible. DATE: _____</small>
BEDROOM 2				
Floor covering				
Walls and ceiling				
Closets, including doors and tracks				
Windows (draperies, screens, etc.)				
Doors, including hardware				
Light fixtures				
BEDROOM 3				
Floor covering				
Walls and ceiling				
Closets, including doors and tracks				
Windows (draperies, screens, etc.)				
Doors, including hardware				
Light fixtures				