

Basic Tenant Rights

Applying

Application Fee = **\$ 50.94 Max.** *Civil Code 1950.6 (since 2019)*

1. Property Owners cannot profit from fees
2. Generally not refundable

The Contract (Apart from English) *California Civil Code §1632 (b)*

1. Be sure to read the contract before signing. Request a translated version if not primary language
2. You are entitled to a copy of the [fully executed] contract *CCC §1962 (a)(4)*
3. You are entitled to request 1 copy/year and should receive a copy within 15 days of request

Moving IN

1. **Conduct an inspection upon moving in**
 - Preferably, with the owner/manager present
 - If NOT present, conduct one anyway
2. **Make a list of all the damages, repairs and maintenance needed**
 - Use a Move-In checklist or list items
 - Have full name, address and unit # on letter/form
3. **Take photos of everything**
 - Take a video for your personal records
4. **Print all the photos and the list**
 - You can print them at a local store like CVS or Walgreens
5. **Sign and Date**
6. **Make copies**
7. **Send via certified mail (NOT Return Receipt)**

Security Deposits *Civil Code Section 1950.5*

1. **Included as part of the Security Deposit:**
 - Key Deposit
 - Cleaning Costs
 - New Tenant processing fee *(Civil Code Section 1950.6)*
 - Pet Deposits
2. **NOT included in the Security Deposit**

- Rental application fees
3. **Unfurnished Apartments:**
 - Up to 2x the monthly rent
 4. **Furnished Apartments:**
 - Up to 3x the monthly rent
 5. **Security Deposit can be increased:**
 - Requires 30 day notice to increase
 - Cannot increase if the lease does not permit an increase
 - Cannot be more than permitted by law

Rent Payments

1. **Due Date**
 - As indicated in the lease/contract
 - Generally, there is a grace period
2. **Late payment fees**
 - Can only be charged if stated in rental lease/contract
 - Late fee must be justified: should be a reasonable calculation based on fees incurred for being late
 - CANNOT be punitive (i.e. more than \$50)

Repairs and Maintenance *Codigo Civil 1941.1*

1. **Always request repairs and maintenance in writing**
 - **Letter:**
 - i. List all the repairs requested
 - ii. Take and include photos
 - iii. Sign, date and make copies
 - iv. Send via certified mail
 - **Email:**
 - i. Only if the email address being used is used as a work related email address
 - **Online:**
 - i. Print a copy of the request or take a screenshot of the computer
 - **Text**
 - i. Its OK, but not the best

2. **Repair and Deduct**

- You can legally repair and deduct from the rent
- Value of repair must be less than 1 month's rent
- You can only repair and deduct 2x/year
- You should notify owner/manager of intent to repair and deduct, generally 30 day notices

3. **Withhold The Rent**

- You can legally withhold 100% of the rent
- More risky because they might try to evict for nonpayment

Rent Increases Civil Code 1946.1

1. **Beginning January 1st 2020 - 2030**

- Rent Increases cannot exceed 5% + CPI (Inflation) per year
- Can increase 2x/year but cannot be more than allowed

2. **If less than 10% of the rent...**

- Law mandates at least a 30 day notice of increase

3. **If more than 10% of the rent...**

- Law mandates at least a 60 day notice of increase

Notices to Vacate Codigo Civil 1946.1

1. **Beginning January 1st 2020 - 2030**

- *You cannot be asked to vacate without JUST CAUSE (A good reason)*
- *If you are asked to vacate for NO CAUSE, you are entitled to 1 month's rent for relocation*

2. **If you've lived in the apartment for...**

- **LESS** than 1 year = minimum 30 Day Notice
- **MORE** than 1 year = minimum 60 Day Notice

Other Notices CCP 1161(1-3)

(DAYS DOES NOT INCLUDE WEEKENDS AND HOLIDAYS)

1. **3 Day Notice to Pay or Quit**

- You have 3 days from the notice date to pay
- It should have an address and telephone number of the owner/manager, as well as days of the week and times when payment can be made
- It cannot be for more than 1 year of rent

2. **3 Day Notice to Cure or Quit**

- If you violated the lease, should indicate what the violation is

3. **3 Day Notice to Quit**

- Incurable Violation: trash, nuisance, illegal activities
- **Exceptions:** domestic violence related to nuisance

4. **24 Hour Notice to Enter**

- CA law permits owners/managers to enter for the following reasons:
 - i. Emergencies
 - ii. The tenant moved or abandoned the unit
 - iii. Make necessary repairs, maintenance, etc.
 - iv. Show the unit to prospective tenants
 - v. Judgement
- The owner/manager should provide reasonable notice to the tenant in writing before entering the premises only can enter during business hours (**Days of the Week, 8 a.m. - 5 p.m.**)
- In general, reasonable notice is 24 notice in writing

Eviction Notices / *Unlawful Detainers (UDs)*

1. **Facts about Unlawful Detainers (UDs):**

- The only legal way they can get you out of the apartment
- It is a lawsuit against the tenant for possession of the property
- The owner/manager can present the UD at the end of a fixed term lease unless the it automatically converts to month-to-month CCP 1161 (1)
- The tenant gave notice in writing with intention to move and didn't move out CCP 1161 (5)
- The eviction process can take 1-2 months from start to finish
- Tenant must respond to UD must be done in 5 days (Does NOT include weekends and holidays)