

Project Sentinel

PRESENTS:

**Tenant -
Landlord Dispute
Resolution**



A Business

**Your
Building**



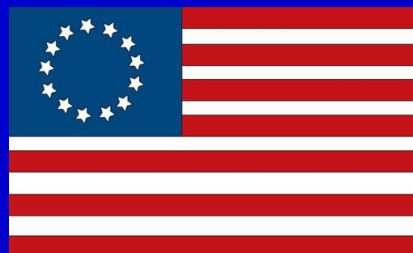
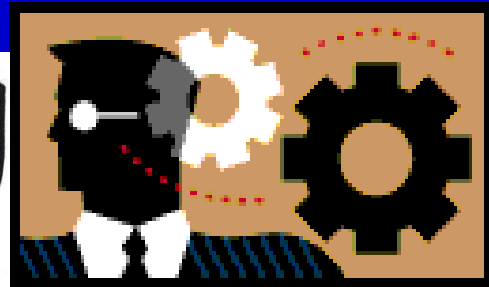
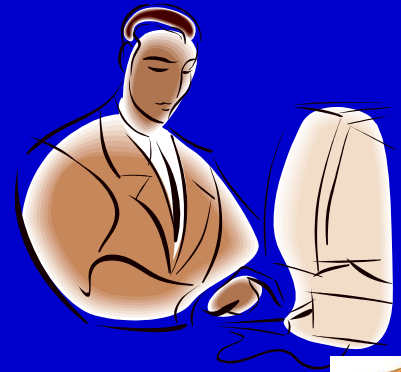
**Their
Home**

A Basic Human Need

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The Business Roles

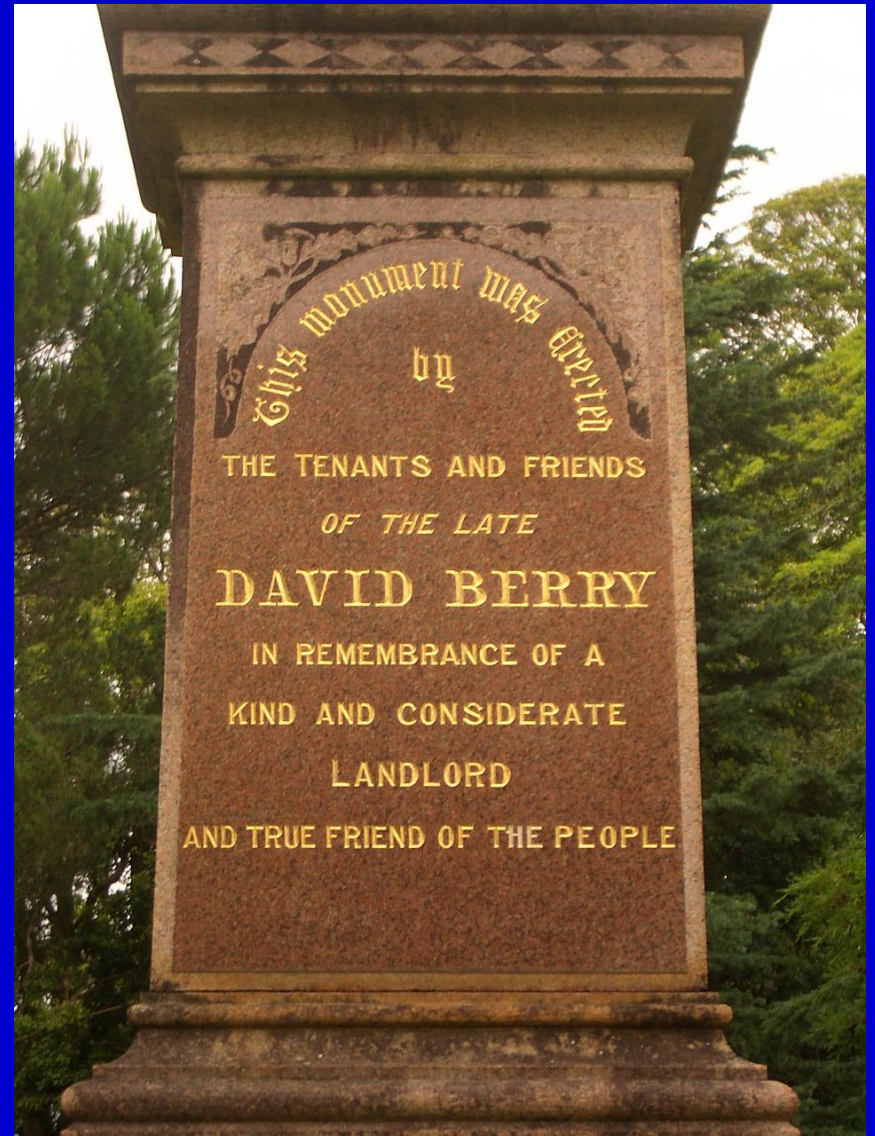
- ◆ Owner/Landlord
- ◆ Property Manager
- ◆ Tenant
- ◆ City
- ◆ County
- ◆ State
- ◆ Country





Three Simple Requests

1. Know your business
2. Remember your *business transactions* have a huge impact on your tenants.
3. Be an *excellent* landlord



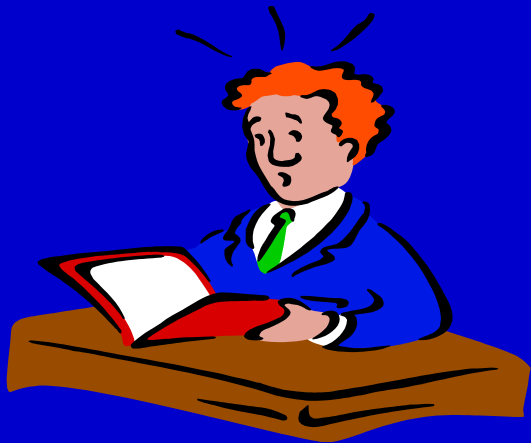


Some Great Resources

- ◆ NOLO Press – **The California Landlord's Law Book: Rights and Responsibilities**
- ◆ CA Dept. Consumer Affairs publication **California Tenants**
- ◆ **Crucial Conversations** by Patterson, Grenny, McMillan, Switzler
- ◆ **US!**

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Understanding Your Rights and Responsibilities



1. Creating the tenancy
2. Managing the property
3. Ending the tenancy

Creating the Tenancy



The rental application – and the interview

- ✓ **Permissible types of screening – *always do it!***
- ✓ **Cannot ask about immigration status**
- ✓ **Negotiating in another language**
- ✓ **Rules on holding deposits**



Avoiding Discrimination

- ✓ **Who is protected**
- ✓ **Well-known categories: race, gender, age, disability, national origin**
- ✓ **Other protected categories**
 - **familial status**
 - **source of income**
 - **sexual orientation**

[Avoiding Discrimination]

- ✓ **Signs of discrimination during the application process**
- ✓ **Occupancy Limits**
- ✓ **Steering**

Megan's List Issues

- ✓ **Duty to notify that list is available**
- ✓ **No right to disclose names**
- ✓ **No right to deny rental application**

Joint Inspection of the unit

- ✓ **Have tenant participate in joint walk-thru and sign-off**
- ✓ **Document conditions, including photos**



Other Dangerous Practices

- ✓ **Asking for cash payments**
- ✓ **Asking for personal or medical information**
- ✓ **Sexual harassment**



Understanding leases and rental agreements

- ✓ **Lease vs. Month-to-Month**
- ✓ **Roommates and subtenants**
- ✓ **Deposits and “last month’s rent”**
- ✓ **Required warnings**
- ✓ **Waiver of rights**

Duty to provide a copy of the agreement

- ✓ **In the correct language**
- ✓ **Prior to actual signature?**

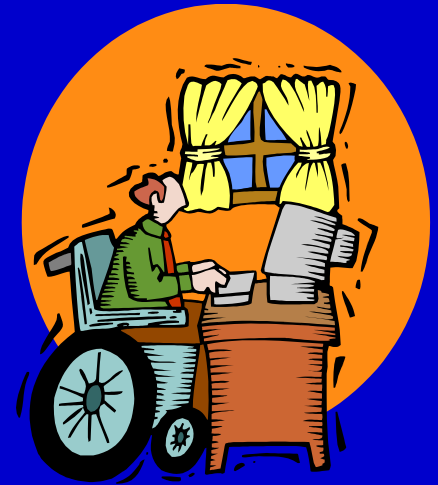


Living in the Unit



Reasonable Accommodation and Modification

- ✓ **What is the goal**
- ✓ **What is the landlord required to do**
- ✓ **What is the procedure for making and responding to the request**



Rules on :



✓ **Children**

- **Rules with Disparate impact vs. across-the-board health or safety**

✓ **Pets**

- **General right to restrict**
- **Service or companion animal as reasonable accommodation**

Repairs and Maintenance

- ✓ **Tenant's duty is to:**
 - **Not be the cause of the defect**
 - **Promptly report it**



[Repairs and Maintenance]

Landlord's duty

- ✓ **Habitability duties are statutory**
- ✓ **vs. amenities which are contractual**
- ✓ **Response must be timely and effective**
- ✓ **If habitability is involved, cannot be delegated to the tenant**
- ✓ **Mold = many special issues**



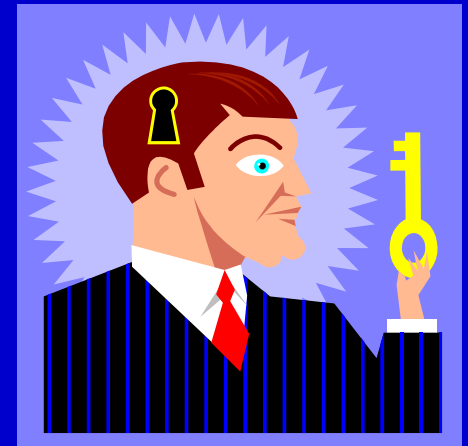
Tenant Remedies

- ✓ **Repair and deduct**
- ✓ **Rent Withholding**
- ✓ **Vacate/ cancel lease**
- ✓ **Small claims**

Consequences

Landlord's right to enter

- ✓ **Reasons are limited**
- ⊘ **No general right of inspection**
- ✓ **Timing is limited**
 - **“normal business hours”**
- ✓ **Written Notice required**
 - **exceptions**



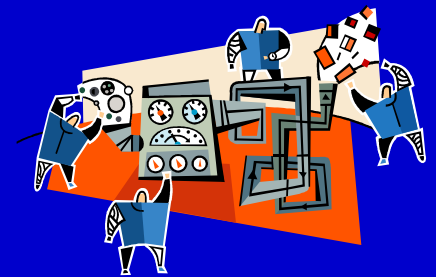
Tenant activities in the unit

- ✓ **Running a Business can be precluded except**

👍 **Licensed Daycare**

- ✓ **Smoking can be regulated**
- ✓ **Guests and roommates**
- ✓ **“Nuisance”**

- **Is an unreasonable interference with other tenants**



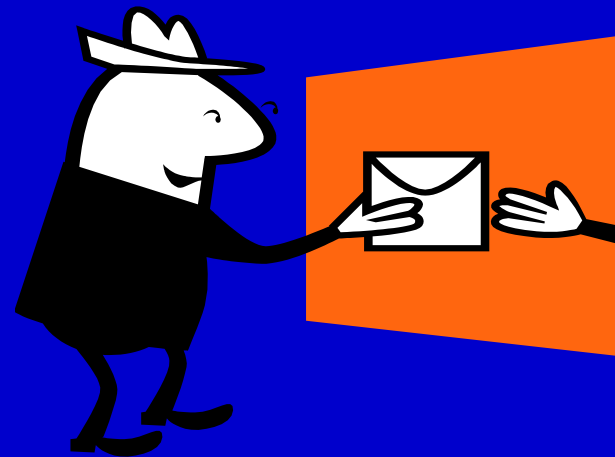
Rent Increases

- ✓ **No rent control in most CA cities**
- ✓ **Procedure – lease vs. month-to-month**
- ✓ **But, 60 day notice for month-to-month if more than 10% in 12 months**

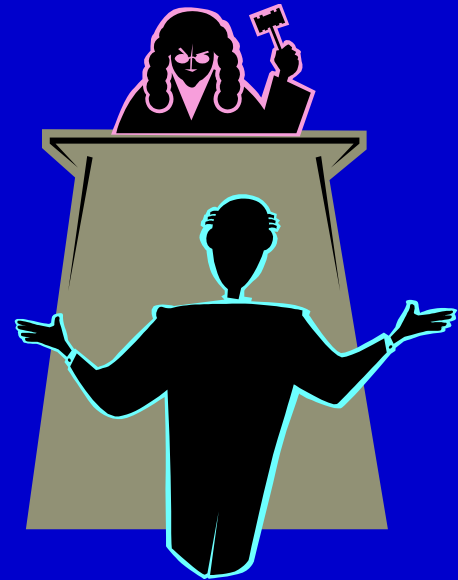


Landlord's right to change other terms and conditions

✓ Lease vs. month-to-month



A landlord may face civil liability for failing to protect tenants against criminal acts



- ✓ **If he had prior knowledge that criminal activity on the premises was likely**



- ✓ **If he failed to provide obvious types of security**

“constructive eviction” is prohibited

- ⊘ **changing the locks**
- ⊘ **cutting off utilities**
- ⊘ **harassing the tenant**
- ⊘ **other acts preventing the tenant from using the premises**



3-Day Notices to Perform

- ✓ **Rent**
- ✓ **Deposit and Late Fees**
- ✓ **Other terms of the agreement**

***Landlord's Options before
and after the 3 days***

Foreclosure

✓ **Stages**

- **Delinquency – notice of foreclosure – trustee sale**

✓ **Landlord-tenant legal relationship unchanged until trustee sale**

✓ **Process changes behavior of both landlord and tenant**

Ending the Tenancy



Notices to Terminate

- ✓ **30 or 60 day notices for month-to-month**
- ✓ **90 days for Section 8**
- ✓ **Rules when lease ends**
- ✓ **Protection against retaliation**

Unlawful Detainer

- ✓ **Service of process and court hearings**
- ✓ **Sheriff's eviction and stay of execution**
- ✓ **Credit impact, sealing court record**



Deposits



- ✓ **Amounts and types that can be collected**
- ✓ **Permissible deductions from the deposit**
- ✓ **Paying interest is not required**

Procedure for inspecting and accounting

- ✓ **Pre-departure**
- ✓ **21 day limit**
- ✓ **Requirement of
documentation**

Consequences

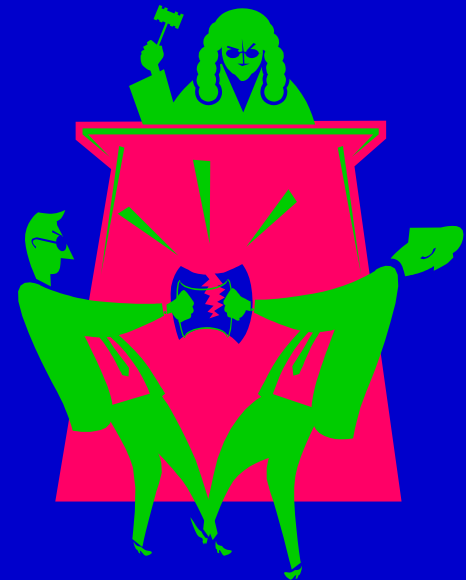
Tenant responsibility vs. normal wear and tear

- ✓ **Cleaning**
- ✓ **Damage**
- ✓ **Alteration**

**Just what is “normal
wear and tear?”**

Small Claims Remedy

- ✓ **Monetary Limit**
- ✓ **Procedures**
- ✓ **Drawbacks**



More questions?

Need input on specific situations?



WE CAN HELP

- ✓ Confidential Free Counseling
- ✓ Information and Referral
- ✓ Mediation or Conciliation

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