

OBJECTIVE 4: DESCRIBE METHODS AND PROCEDURES TO OBTAIN HOUSING AND RELATED SERVICES INCLUDING LOW COST COMMUNITY HOUSING

HOUSING LESSON 6

LEVEL: INTERMEDIATE-ADVANCED

Objective 7: Read and discuss information about tenant and landlord rights

ESLRS: Effective Communicator
Self Directed Learner
Critical and Creative thinker

SCAN SKILLS: Locates, understands and interprets information
Participates in conversation and discussion
Participates as member of a team
Interprets and communicates information

YOUR RIGHTS AND RESPONSIBILITIES AS A TENANT

LIVING IN A RENTAL UNIT

Most landlord-tenant relationships go smoothly. However, problems sometimes arise. For example, what if the rental unit's furnace goes out in the middle of the winter? What happens if the landlord sells the building or decides to convert it into condominiums? This section discusses these and other possible issues and problems in the landlord-tenant relationship.

A **rental unit** must be fit to live in; that is, it must be **habitable**. In legal terms, "habitable" means that the rental unit is fit for occupation by human beings and that it conforms to government building and health codes that affect tenants' health and safety.

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.

LANDLORD'S RESPONSIBILITY FOR REPAIRS

Before renting, a landlord must make the rental unit fit to live in, or habitable. Additionally, while the unit is being rented, the landlord must repair problems which make the rental unit unfit to live in, or **uninhabitable**.

What makes a dwelling uninhabitable?

A dwelling may be considered uninhabitable (unlivable) if it substantially lacks any of the following:

- Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.
- Plumbing facilities in good working order, including hot and cold running water, connected to a sewage disposal system.
- Gas facilities in good working order.
- Heating facilities in good working order.
- An electric system in good working order.
- Clean and sanitary buildings, grounds, and **appurtenances** (for example, a garden or a detached garage), free from debris, filth, rubbish, garbage, rodents, and vermin.
- Adequate trash **receptacles** in good repair.
- Floors, stairways, and railings in good repair.

In addition to these requirements, each rental unit must have all of the following:

- A working toilet, wash basin, and bathtub or shower. The toilet and bathtub or shower must be in a room which is ventilated and allows privacy.
- A kitchen with a sink that cannot be made of an absorbent material such as wood.
- Natural lighting in every room through windows or skylights. Windows in each room must be able to open at least halfway for **ventilation**, unless a fan provides mechanical ventilation.
- Safe fire or emergency exits leading to a street or hallway. Stairs, hallways, and exits must be kept **litter-free**. Storage areas, garages, and basements must be kept free of **combustible** materials.
- **Operable** deadbolt locks on the main entry doors of rental units, and operable locking or security devices on windows.
- Working smoke detectors in all units of multi-unit buildings, such as duplexes and apartment complexes. Apartment complexes also must have smoke detectors in common stairwells.

TENANT'S RESPONSIBILITY FOR MAINTENANCE AND REPAIRS:

As a tenant, you must take reasonable care of your rental unit and any common areas that you use. You must also repair all damage that you or your family causes.

Tenants must do all of the following:

- Keep the premises "as clean and sanitary as the condition of the premises permits."
- Use and operate gas, electrical, and plumbing fixtures properly. (Examples of improper use include overloading electrical outlets; flushing large, foreign objects down the toilet; and allowing any gas, electrical, or plumbing fixture to become filthy.)
- Dispose of trash and garbage in a clean and sanitary manner.
- Not destroy, damage, or **deface** the premises, or allow anyone else to do so.
- Not remove any part of the structure, dwelling unit, facilities, equipment, or appurtenances, or allow anyone else to do so.
- Use the premises as a place to live, and use the rooms for their intended purposes. For example, the bedroom must be used as a bedroom, and not as a kitchen.
- Notify the landlord when dead bolt locks and window locks or security devices don't operate properly.

PAYING THE RENT

When is rent due?

Most **rental agreements** and leases require that rent be paid at the beginning of each **rental period**. For example, in a month-to-month tenancy, rent usually must be paid on the first day of the month. However, your lease or rental agreement can specify any day

of the month as the day that rent is due (for example, the 10th of every month in a month-to-month rental agreement, or every Tuesday in a week-to-week rental agreement).

It's very important for you to pay your rent on the day it's due. Not paying on time might lead to a negative entry on your credit report, late fees, and even **eviction**.

Obtaining receipts for rent payments

If you pay your rent in cash or with a money order, you should ask your landlord for a signed and dated receipt. Legally, you are entitled to a written receipt whenever you pay your rent. If you pay with a check, you can use the canceled check as a receipt. Keep the receipts or canceled checks so that you will have records of your payments in case of a **dispute**.

A landlord can charge a late fee to a tenant who doesn't pay rent on time. However, a landlord can do this only if the lease or rental agreement contains a late fee **provision**. The landlord also can charge the tenant a fee if the tenant's check for the rent is dishonored by the tenant's bank. (A dishonored check is often called a "bounced" or "returned" check.) In order for the landlord to charge the tenant a returned check fee, the lease or rental agreement must authorize the fee, and the amount of the fee must be reasonable.

RENT INCREASES

How often can rent be raised?

If you have a lease for more than 30 days, your rent cannot be increased during the term of the lease, unless the lease allows rent increases.

If you have a **month to month** lease, your landlord can increase your rent, but the landlord must give you advance written notification. The written notice tells you how much the increased rent is and when the increase goes into effect.

California law guarantees you at least 30 days' advance written notice of a rent increase if you have a month-to-month (or shorter) periodic rental agreement.

WHEN CAN THE LANDLORD ENTER THE RENTAL UNIT?

California law states that a landlord can enter a rental unit only for the following reasons:

- In an emergency.
- When the tenant has moved out or has **abandoned** the rental unit.
- To make necessary or agreed-upon repairs, decorations, alterations, or other improvements.

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- To show the rental unit to prospective tenants, purchasers, or lenders, to provide entry to contractors or workers who are to perform work on the unit, or to conduct an **initial inspection** before the end of the tenancy.
- If a court order permits the landlord to enter.
- If the tenant has a waterbed, to inspect the installation of the waterbed when the installation has been completed, and periodically after that to assure that the installation meets the law's requirements.

The landlord or the landlord's agent must give the tenant reasonable advance notice in writing before entering the unit, and can enter **only** during normal business hours (generally, 8 a.m. to 5 p.m. on weekdays). The notice must state the date, approximate time and purpose of enter. However, advance written notice is not required under any of the following circumstances:

- To respond to an emergency.
- The tenant has moved out or has abandoned the rental unit.
- The tenant is present and consents to the entry at the time of entry.
- The tenant and landlord have agreed that the landlord will make repairs or supply services, and have agreed orally that the landlord may enter to make the repairs or supply the services. The agreement must include the date and approximate time of entry, which must be within one week of the oral agreement.

The law considers **24 hours' advance written notice** to be reasonable in most situations.

LESSON 6 PRACTICE 1

Directions: Match the word with its definition.

- | | |
|-----------------------|--|
| 1. Abandoned | _____ Apartment, house, condo or town home that you are renting. |
| 2. Appurtenances | _____ Fit to live in |
| 3. Combustible | _____ Unfit to live in |
| 4. Deface | _____ Does not have |
| 5. Dispute | _____ Areas such as gardens and garages |
| 6. Eviction | _____ Containers |
| 7. Habitable | _____ Exposure to air |
| 8. Inhabitable | _____ No trash |
| 9. Lacks | _____ Flammable and explosive |
| 10. Litter-free | _____ Useable |
| 11. Operable | _____ Disfigure |
| 12. Provision | _____ Lease |
| 13. Receptacles | _____ Forced to leave rental unit |
| 14. Rental agreements | _____ Disagreement |
| 15. Rental unit | _____ Condition |
| 16. Ventilation | _____ Left vacant |

LESSON 6 PRACTICE 2

Directions: Read the following statements. Write **T** if it is True and **F** if it is False.

1. T F	A landlord cannot rent a unit that is inhabitable.
2. T F	The tenant is responsible for installing smoke detectors
3. T F	It is the tenant's responsibility to replace dead bolt locks and security devices
4. T F	The tenant is responsible for fixing damages that he/she has caused.
5. T F	Rent can be due on the first of the month or at another time specified in your lease.
6. T F	A landlord cannot evict you if you don't pay your rent.
7. T F	You are entitled to a receipt when you pay your rent.
8. T F	A landlord can only charge a late fee if it is part of the rental agreement.
9. T F	A landlord can increase your rent anytime if you have a month to month lease
10. T F	In California, a landlord must give you at least a 30 day notice about rent increases.
11. T F	A landlord can enter your unit any time of the day or night for any reason.
12. T F	A landlord must give you written notification if someone is going to enter your apartment in a non-emergency situation.

Sample Rental Unit Lease Agreement

(This lease is only an example meant to give students a general idea of what to expect in a real lease)

The parties to this agreement are:

Landlord(s): John Smith
Address: 9156 Main Street, Fountain Valley, CA. 92708
Phone: (714) 696-8975
Tenant(s): Jose and Maria Gutierrez
Phone: **Home:** (714) 988-9718 **Work:** (562) 555-1234

The property leased by Landlord to Tenant is located at:
18657 Pine Street, Westminster, CA. 92683

And includes the following furniture and/or appliances:

Cooking Range including oven-Dishwasher-Ceiling Fan

This agreement is: a lease for a term of 12 months beginning on July 1, 2005 and ending on June 30, 2006 or from month to month.

The monthly rental fee shall be \$ 975.00 per month, due and payable on the **1st** day of each month.

In the event that monthly payments are not made by the designated date, a late charge will be assessed of \$ 375.00 per week.

Utilities shall be paid as follows:

	Landlord	Tenant
Electricity		X
Gas		X
Water	X	

Landlord acknowledges receipt of a deposit in the amount of \$ 975.00.

Upon termination of the tenancy, any refund to the deposit is conditioned upon:

return of the Premises to the Landlord in the same or better condition as when accepted by the Tenant _____

Parking: Number of Parking Spaces provided within lease: 2

I. Duty for Repairs

Landlord's duty: Landlord is responsible for maintaining cleanliness and maintenance of common areas in concordance with state and local law. Tenant should report damages to common areas to Landlord right away.

Tenant's duty: Tenant is responsible for keeping the premises clean and sanitary in concordance with state and local law. Tenant will be held liable for any damages caused (including not only Tenant but also family members and guests) to the premises that are not normal wear and tear. At termination of the lease the tenant must restore the premises to their condition at the beginning of the tenancy.

II. Property Alterations

There should be no substantial property alterations, including additions and improvement, without the prior written consent of the landlord.

III. Subletting or assignment

Tenants are not to assign this agreement or sublet the property without prior written consent from the landlord.

IV. Keys

The landlord will determine the number of keys given out, the cost of lost keys, and the cost of reentering the property if the tenant is locked out.

V. Notice for entry

The Owner reserves the right to enter the residence at reasonable times to inspect, make necessary repairs, supply services or show it to prospective residents, purchasers, mortgages, workmen, or contractors. Whenever practicable, a 24 hour notice of the Owner's intent to enter shall be given to the Resident. The Owner may also display "for rent" and "for sale" signs on the building of which the rented residence is a part.

VI. Use and quiet enjoyment

The landlord will try to the best of his/her abilities to provide maintenance and overall quiet premises. The tenant(s) agree(s) to use the premises in a quiet, peaceable, lawful and residential manner.

VII. Vacating the Premises

In the case of a termination of the lease, the tenant is to vacate the premises, return all keys, remove all personal property, and leave the property in its pre-rental condition, except for normal wear and tear. .

Accepted this 1st day of July, 2005.

John Smith

Landlord

Jose Gutierrez

Tenant

Directions: Review the sample Rental Lease Agreement on the previous pages and answer the following questions:

1. Who are the tenants and the landlord?

2. Where is the property located?

3. How long is the lease for?

4. Does the rental unit come with any appliances?

5. What utilities are covered in the rent?

6. Who will fix things that are broken due to *normal wear and tear*?

7. What do the tenants have to do if they want to make changes to the rental unit?

8. What do the tenants have to do to get their deposit back?

9. How many parking spaces do the tenants have?

10. When can the owner enter the rental unit?

LESSON 6 PRACTICE 1 KEY

Directions: Match the word with its definition.

- | | |
|-----------------------|--|
| 1. Abandoned | <u>15</u> Apartment, house, condo or town home that you are renting. |
| 2. Appurtenances | <u>7</u> Fit to live in |
| 3. Combustible | <u>8</u> Unfit to live in |
| 4. Deface | <u>9</u> Does not have |
| 5. Dispute | <u>2</u> Areas such as gardens and garages |
| 6. Eviction | <u>13</u> Containers |
| 7. Habitable | <u>16</u> Exposure to air |
| 8. Inhabitable | <u>10</u> No trash |
| 9. Lacks | <u>3</u> Flammable and explosive |
| 10. Litter-free | <u>11</u> Useable |
| 11. Operable | <u>4</u> Disfigure |
| 12. Provision | <u>14</u> Lease |
| 13. Receptacles | <u>6</u> Forced to leave rental unit |
| 14. Rental agreements | <u>5</u> Disagreement |
| 15. Rental unit | <u>12</u> Condition |
| 16. Ventilation | <u>1</u> Left vacant |