

Tenant's Rights

Off-Campus Living

VOCABULARY

Landlord: Owns and/or rents the property

Renters Resume: A document that lists past living arrangements, landlord references, current employment, etc. Intended to verify applicants as responsible people.

Rent: Amount paid by the first day of every month for duration of lease.

Master tenant: The only person on the lease. Collects the rent from the subtenants.

Co-Tenant: May have moved into a property after the original lease as signed, but pays rent each month

Subtenant: Pays the master tenant each month and is not on a signed lease agreement

Lease: Contract written by landlord that specifies property to be rented to tenant(s) during a time period

Rent control: Rent can only be raised by certain amounts per year and the tenant can only be evicted for just causes.

Deposit: Paid during the beginning of a lease assignment as a placeholder for any fees that may arise. Will be returned if no damages occur during rental period.

Penalty Fee: Owed to landlord by the tenant for breaking any of the rules listed on the lease.



“Just Cause” Reasons for Eviction by Landlord or Master Tenant

- Non-payment of rent or habitual late payment of rent
- Breach of a rental agreement or lease
- Owner-occupancy or occupancy by a member of the landlord's immediate family
- To perform capital improvements which will make the unit temporarily uninhabitable while the work is being done
- To perform substantial rehabilitation of a building that is at least 50 years old, provided that the cost of the proposed work is at least 75% of the cost of new construction
- To withdraw the rental units from the rental market under the Ellis Act
- Creation of a nuisance or substantial interference with the landlord or other tenants in the building
- To demolish or permanently remove a rental unit from housing use

Rent Increases

- In San Francisco, most residential tenants are covered by rent control and “just cause” for eviction. This means rent can only be raised by certain amounts per year and the tenant can only be evicted for “just causes.”
- A landlord may raise the rent on a month-to-month tenancy by serving a written notice to the tenant saying that the rent will be increased in 30 days (or more).
 - Rent can not be raised more than 10% each year.
- If the tenant is under a year lease the rent can not be increased until the lease ends.

Repair Requests

- Put the landlord's promises in writing and keep notes on all of your conversations.
 - Try to speak with your landlord over email and text rather than over the phone, this way there is written documentation of all your agreements.
- If your landlord has an on-site office or a resident manager, deliver your repair request personally.
 - Put your requests in writing (email, text).
 - If you mail it, consider sending it certified (return receipt requested), or use a delivery service (ex: FedEx) that will give you a receipt establishing delivery.

What to Do if the Landlord Won't Make Repairs

- If your persistent and businesslike requests for repairs are ignored, you can take stronger measures. Your options include
 - Calling state or local building or health inspectors, withholding the rent, repairing the problem (or having it repaired by a professional) and deducting the cost from your rent, moving out, paying the rent and then suing the landlord for the difference between the rent you paid and the value of the defective premises
- Before doing repairs yourself, withholding the rent, or using another method, get proof of how bad the problem was. Take pictures, videos, and ask others to look at the problem and write a description of it.

Withholding Rent for Repairs

- If problems are serious and other attempts to repair them have failed, you may be able to stop paying any rent to the landlord until the repairs are made
 - Caution: Be sure you're ready to risk your tenancy. Be sure you're ready to risk an eviction lawsuit.
- Steps to Take:
 1. Set aside the money that you would otherwise be using for rent - and not to spend it until the matter is resolved.
 2. Notify your landlord of your intent to withhold the rent. This, of course, needs to ONLY be done long after you have sent requests for the repairs. Provide a written notice.
 3. Collect evidence. In case your landlord tries to evict you for nonpayment of rent, you will want to prepare your defense from day one. Collect pictures and descriptions of the necessary repairs, as well as your previous requests and proof of the landlord's refusal to cooperate. Consider other ways you can convince the judge of the problem (building inspectors, repair persons checking out the problem, etc.)
 4. Repeat your request for repairs. If the landlord hasn't responded satisfactorily to your first letter, give the landlord one last deadline - say, 48 hours or whatever period you feel is reasonable under the circumstances.

Deducting Cost of Repairs from the Rent

- If you have tried and failed dot get the landlord to fix a serious defect that renders your rental unfit, you can hire a repairperson to fix it and subtract the cost from the following month's rent. You can't spend more than one month's rent and can use this remedy only twice in any 12-month period.
- The law explicitly states that a landlord cannot retaliate against you because you have exercised this right (See CC 1942 and 1942.5).
- Steps to take:
 1. Notify your landlord in writing of the problem and give them a reasonable time to fix it. Continue to do so until it is clear no action will be immediately taken.
 2. Collect evidence in case your landlord tries to evict you for nonpayment of rent, you will want to prepare your defense from day one.
 3. Gather bids and/or collect pricing information. While you don't have to hire the cheapest laborer or firm in the phone book, you do need to make sure the problem is taken care of, at the same time paying attention to cost.
 4. Attach copies of the bills, receipts, or invoices, plus evidence that you have paid them, to your next rent check, with a letter explaining why rent is reduced.

Landlord Withholding Deposit

- Remember to always have written and photo evidence of the problem at hand (e.g. emails/texts between you and the landlord, pictures of the unit, etc.)
- Steps to take
 1. Make a formal demand in writing.
 2. Consider compromise. If the landlord offers to meet you or offers a compromise settlement, try to meet the landlord halfway, but don't go overboard. By law you are entitled to your deposit if the unit is left in the same condition. You can contact the SF Rent board for advice on this as well (please note that you will only have 5 minutes to state your case over the phone with them).
 3. Sue in small claims court. If the formal demand doesn't work, and no compromise is met, you may want to consider suing the landlord in small claims courts. Though you can't bring a lawyer to small claims court, you might ask an attorney to help you prepare the case.
- If you suspect that your landlord has a practice of holding onto security deposits, consider investigating whether their previous activities have landed them in court/if they have been sued by prior tenants.