

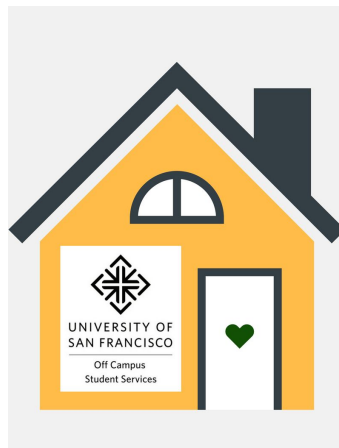


QUICK GUIDE TO KNOWING YOUR RIGHTS

(excerpts from the SF tenant's union SF)

Applying to Places

- The landlord may ask you what kind of job you have, your monthly income, and other information that shows your ability to pay the rent.
- It is illegal for the landlord to discriminate or harass you because of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or any disability or whether you have persons under the age of 18 living in your household.
- With the exception of source of income, the landlord may not ask you questions in writing or orally about your race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, any disability, or whether you have persons under the age of living in your household.
- Further, the landlord may not ask about your immigration or citizenship status. Although the landlord may not discriminate on the basis of source of income, the landlord is allowed to ask you about your level of income and your source of income.
- Also, the landlord should not ask you questions about your age or medical condition. The landlord may ask you about the number of people who will be living in the rental unit in order to prevent overcrowding.

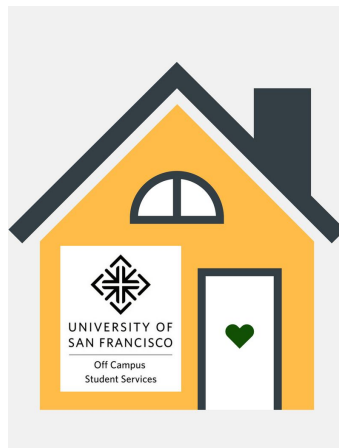


A landlord usually doesn't have to give you a reason for refusing to rent to you. However, if the decision is based partly or entirely on negative information from a credit reporting agency or a tenant screening service, the law requires the landlord to give you a written notice stating all of the following:

- The decision was based partly or entirely on information in the credit report; and
- The name, address, and telephone number of the credit reporting agency; and
- A statement that you have the right to obtain a free copy of the credit report from the credit reporting agency that prepared it and to dispute the accuracy or completeness of information in the credit report.

When you submit a rental application, the landlord may charge you an application screening fee.

- In 2011, the landlord may charge up to \$42.41, and may use the fee to cover the cost of obtaining information about you, such as checking your personal references and obtaining a credit report on you.
- The application fee cannot legally be more than the landlord's actual out-of-pocket costs, and, in 2012, can never be more than \$49.50.
- The landlord must give you a receipt that itemizes his or her out-of-pocket expenses in obtaining and processing the information about you.
- The landlord must return any unused portion of the fee (for example, if the landlord does not check your references).
- The landlord can't charge you an application screening fee when the landlord knows or should know that there is no vacancy or that there will be no vacancy within a reasonable time.



- However, the landlord can charge an application screening fee under these circumstances if you agree to it in writing.
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Scams

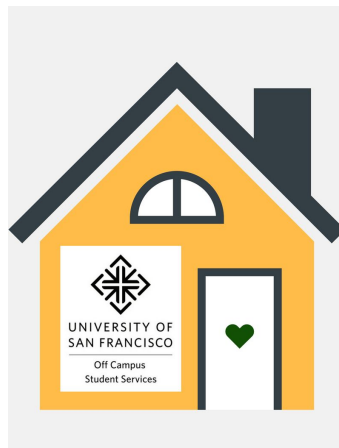
“I’ve filed a dispute to the bank and a report to the police, the bank was able to investigate on the case and found that I was scammed.”

Rent

- A landlord may raise the rent on a month-to-month tenancy by “serving” a written notice on the tenant saying that the rent will be increased in 30 days (or more). (If the tenant has a lease, no rent increase is appropriate until the lease ends.)
- A rent increase is invalid if the landlord imposed it in order to retaliate against you because you exercised any of your legal rights, such as complaining about the condition of the building or organizing a tenants’ union.
- A rent increase is invalid if the landlord imposed it in order to discriminate against you on the basis of race, national origin, sex, children.
- Other than these restrictions, there is nothing in state law to prevent the landlord from doubling or even tripling the rent, unless you live in a rent-controlled area. Any increase of more than 10% of the lowest rent over the last 12 months must have a 60-day notice.

Landlord isn’t keeping the home reasonable

So a lot of this information is pulled from the 2017 publication California Tenants' Right, 21st ed. The first part is your landlord's obligation to perform certain duties and the protections afforded to you. The second part is what you can do to encourage your landlord to perform them. Now those are just suggestions, which may be altered based on each situation.



[Health and Safety Code Section 13113.7 requires smoke detectors in all multiunit dwellings, from duplex on up. Landlords must provide information on emergency procedures in case of fire to tenants in multistory rental properties. (H&S § 13220.) Health and Safety Code Sections 17916 and 17926.1 require carbon monoxide detectors in all dwelling units, and Health and Safety Code Section 13220 requires landlords to provide information on emergency procedures in all multistory buildings.

- A heating system that was legal when installed, maintained in good working order (CC § 1941.1), and capable of heating every room to at least 70 degrees F. (UHC).
- Each window must be openable at least halfway, unless a fan provides for ventilation.
- Other new code requirements that are easy and inexpensive to make—for example, installing locks, peepholes, or smoke detectors—must be made regardless of the age of the building.
- The landlord still has the ultimate duty to comply with building, housing, health, and fire codes.
- Civil Code Section 1941.1 also includes the conditions listed in California Health and Safety Code Section 17920.3 as basic habitability requirements.
- Judges, too, faced with cases in which tenants didn't pay the rent because they felt that the premises were unlivable, have often written decisions that gave tenants extended rights. In fact, the whole notion of an implied warranty of habitability came from a court case, not from the legislature (that case was *Green v. Superior Court*, 10 Cal.3d 616 (1974)).
- A local building, health, or fire department usually gets involved when a tenant complains (a change in ownership or owner financing may also trigger an inspection). The agency inspects the building and, if problems are found, issues a deficiency notice that requires the owner to remedy all violations. A landlord who fails to comply can face civil and criminal penalties— including not being able to evict a tenant of the property for nonpayment of rent. (H&S §§ 17997–17997.5.)



You may be wondering whether the landlord can evict you for calling the building inspectors. You're not alone in your worry. This type of landlord behavior is called “retaliation” and is strictly forbidden. Civil Code Section 1942.5 prohibits a landlord from evicting, raising rent, or any other like conduct, in retaliation for the tenant’s exercise of his or her rights under the law.]

So one of the next things we encourage you to do it contact the Department of Housing Inspection. File a complaint, and call them to further explain the situation and request an inspection and any kind of written report. Send a message to the landlord so they know you are doing this.

<https://sfdbi.org/filing-complaint>

<https://sfdbi.org/housing-inspection-code-enforcement>

After you do that, and no results come within 30 days, consider these options:

Repair and deduct:

If you have tried and failed to get the landlord to fix a serious defect that renders your rental unfit, you can hire a repairperson to fix it (or buy a replacement part and do it yourself) 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.

Step 1: Notify your landlord in writing of the problem and give him a reasonable time to fix it. Send written request of repair/install to landlord, and hold onto copies.

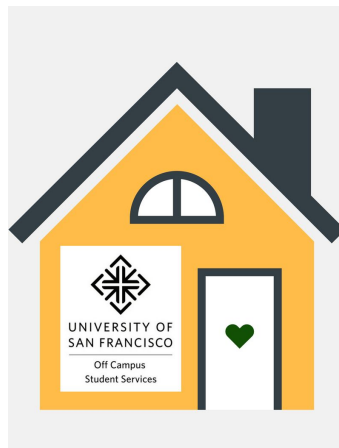
Step 2: Collect evidence of notification and issue.

Step 3: Gather bids or collect pricing information so the job gets done well but inexpensively.

Step 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 the rent is reduced. Do not reduce the rent until you have done the work and paid for it.

Withholding rent:

Step 1: Make sure you have tried everything else, including contacting SF City Housing Board. This is a last recourse option and may give your landlords grounds for your eviction.



Step 2: Make sure you have the rent money and keep it safe, ie do not spend it on anything else while you withhold it.

Step 3: Let landlord know of your intent to withhold rent before you begin to withhold. refer to the California case (Green v. Superior Court, 10 Cal.3d616 (1974)) that allows withholding. Send the letter “return receipt requested.”

Step 4: Collect evidence of repair requests, photographs of problem spots in the domicile, and reports/analysis from Housing Inspectors, in case your landlord tries to evict you.

Step 5: Give the landlord one last notice before rent is due that you will not be paying, and send a written list of why, including evidence, your right to reasonable housing (California Civil Code Section 1941.1), and the landlord's inability to retaliate (Civil Code Section 1942.5).