
Know your rights!

LEGAL SERVICES

of

NORTHERN CALIFORNIA

Tenant Protections



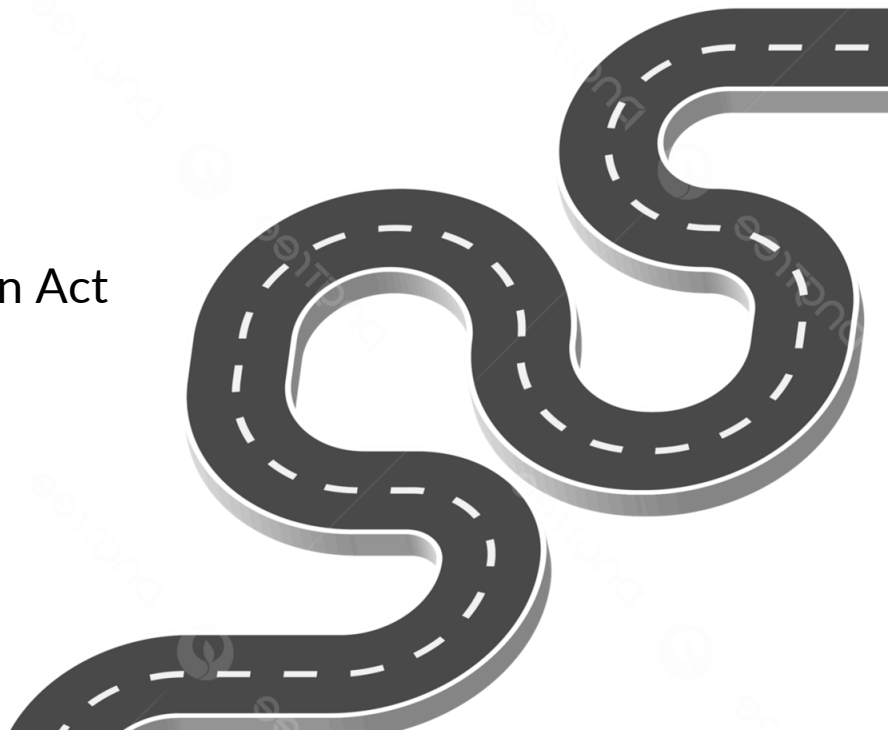
This presentation is **NOT** legal advice,

only legal information.

Please contact LSNC for case specific questions.

Roadmap

- Issues during a tenancy
 - Habitability and repair requests
 - Harassment/Discrimination
- AB 1482 - California Tenant Protection Act
 - Just cause protections
 - Rent increase protections
- UD court process





When you see this light bulb,
take special note!

It will accompany practical tips
to ensure your tenant's rights.

**Eviction = Unlawful
Detainer**

Repair and Habitability Issues During a Tenancy



HABITABILITY & WHEN THE LANDLORD IS RESPONSIBLE:

- A rental home is legally uninhabitable if it *substantially* lacks:
 - Effective waterproofing, weather protection, including on windows and doors
 - Plumbing, gas, heating, and electric systems in working order
 - Floors, stairways, and railings in good repair
 - Clean and sanitary buildings and grounds
 - Working heating system



HABITABILITY & WHEN THE LANDLORD IS RESPONSIBLE:

- **A rental home MUST have:**
 - Working toilet, wash basin, and bathtub or shower
 - Kitchen with a sink
 - Lighting in every room
 - Working deadbolt locks on the main entry door
 - Safe fire or emergency exits leading to a street or hallway
 - Working smoke and carbon monoxide detectors

HABITABILITY & WHEN THE TENANT IS RESPONSIBLE

- A renter **MUST**:
 - Keep their home clean and sanitary;
 - Use and operate gas, electrical, and plumbing fixtures properly;
 - Not destroy, deface, or damage the property or allow anyone else to;
 - Use their home as a place to live and use rooms for their intended purpose.
- If the renter has caused the habitability problems, the landlord ***DOES NOT*** have to make the repairs.



ALWAYS
keep a copy
of your lease
agreement!

Requesting Repairs

- Tell your landlord by phone or in person *AND* in writing.
 - Be specific about the repairs you need.
 - Send a letter by a Certificate of Mailing. Keep a copy of the letter and your Certificate of Mailing.
- Your landlord must respond within a reasonable amount of time.
 - In general, the law provides your landlord 30 days to respond.
 - BUT, for urgent issues e.g. if it is 40 degrees outside and your only source of heat is not working, it is reasonable to expect a response from your landlord within 24 hours.
- Landlords **DO NOT** have to deal with all repair issues in a home.
 - ★ Examples: old worn out carpet, dingy paint, etc. don't rise to the level that would protect you from eviction.



Put repair requests in writing AND keep a copy.



Okay. I asked, gave
time, and it still isn't fixed.

Now what are
my options?



WHAT IF THE LANDLORD DOES NOT RESPOND?

- If your landlord does not respond within a reasonable time, there are still a few options available!
 - Each option has its risks and benefits.
 - Knowing the risks and benefits for each option will help you make the best decision for you and your family.



Each case is different!

To figure out the best option for you, seek legal assistance and get personalized advice.

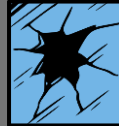
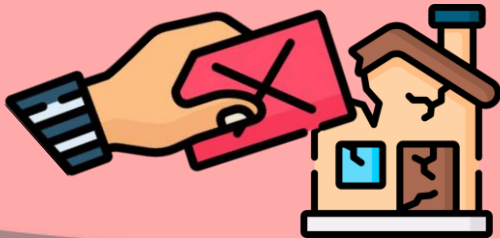


Call Code Enforcement/

Building Department

Code Enforcement can inspect your rental home and fine your landlord.

- If the repairs required are very serious, they may issue a citation which can include the building getting “red-tagged.”
- If the repairs are less serious, code enforcement can issue a type of “fix-it” ticket to the landlord.



Repair and Deduct

Tenant fixes and deducts the cost of repairs from rent.

- First, you must report to your landlord and provide reasonable time for them to repair.
- Second, Repair cannot cost more than 1 month's rent.
- It cannot be used more than once per year.
- Tenant cannot have caused the damage.

This is only allowed for serious defects.

★Example: It is 40 degrees outside and your only source of heat stops working.

Withholding Rent

Renter sets aside and saves the monthly rent instead of paying.

- The defects must be so serious that the home is uninhabitable.

BEWARE: You risk eviction!

Make sure you keep the rent money.

Abandon the Property

Renter moves out.



Lawsuit for Damages

Sue for damages in small claims court.



TIPS!

PLAY OFFENSE - GO TO SMALL CLAIMS!

It is MUCH safer to sue in small claims than it is to withhold your rent AND you do not need a lawyer to do it!



Protection from Discrimination & Harassment



In California, landlords cannot discriminate or harass based on:

- Race
- Color
- National origin
- Ancestry
- Religion
- Sex
- Gender
- Gender Identity
- Gender Expression
- Sexual Orientation
- Military or veteran status
- Familial status (families w/ kids)
- Disability
- Source of income
- (this includes Section 8!)
- Genetic Information
- Age
- Citizenship
- Primary language
- Immigration status

THESE ARE CALLED “PROTECTED CLASSES”

What does discrimination based on a protected class look like?

- Harassing someone
- Refusal to rent to someone
- Telling someone the rental home is not available when it is
- Providing worse or inferior terms - such as charging more in rent or charging a higher security deposit
- Sexual harassment / requiring for sexual favors for housing rights
- Evicting someone
- Refusing to make a reasonable accommodation for someone with a disability
- Advertising “No Section 8”

These protections apply to renters who are:



In a protected
class



Perceived to be
in a protected
class



Associated with
someone in a
protected class

To File a Discrimination Complaint

Civil Rights Department

**[https://calcivilrights.ca.gov/complain
tprocess/](https://calcivilrights.ca.gov/complaintprocess/)**

Toll Free: 800.884.1684

TTY: 800.700.2320

Tenant Protections Including AB1482



California Tenant Protection Act of 2019 (AB 1482):

Limits how much a landlord can raise rent.

Provides for “just cause” evictions.

BUT THESE PROTECTIONS DO NOT APPLY TO ALL RENTERS.

- The protections **DO NOT** apply to most **single-family homes** or apartment buildings **newer than 15 years old**.
- Must live in the home for at least 12 months to be protected under the law.

You should consult an attorney to determine if you fall under the protections.



Generally **LESS** protections

- ◆ Lodgers
- ◆ Guests
- ◆ Transitional Housing
- ◆ Lived there < 1 year



Generally **MORE** protections

- ◆ Mobile Home Parks
- ◆ Housing Choice Voucher Program ("Section 8")
- ◆ Public Housing/Conventional Housing
- ◆ Tax Credit

Not all housing is protected under AB 1482. Even if you do not fall under TPA, there may be protections for you under other laws! - Sacramento City has its own ordinance.

“Just Cause” Protections



California Tenant Protection Act (AB 1482):

Just Cause



- Landlord must have a legal reason to end a renter's tenancy.
- Notice of termination must state the reason.
- AGAIN, these protections DO NOT apply to most single-family homes or apartment buildings newer than 15 years old.
- These protections DO NOT apply if the renter has lived in the home for less than 12 months.
- You should consult an attorney to determine if you fall under the protections if your landlord tries to evict you.



**No-Fault
termination:**

Just Cause



**At-Fault
Termination:**

Just Cause
(or, how to avoid being evicted)



No-Fault termination: Just Cause

- Reasons for no-fault termination notices:
 - Owner or their immediate family plans to move in
 - For leases entered into on or after July 2020, this clause shall only apply if:
 - The renters agrees, in writing, to the termination, or
 - The lease allows the owner to end the lease for this reason
 - The owner is complying with an order from a government agency that requires the renter move out.
 - The landlord intends to demolish or *substantially* remodel the home
 - The landlord will remove the rental home from the rental market.



IT'S
NOT
YOUR
FAULT!

No-Fault
termination

Just Call

Renters have a right to receive relocation assistance equal to one month's rent if they get a no-fault termination notice.

Notice must be for 60 Days.

- Reasons for no-fault termination notices:
 - Owner or their immediate family plans to move in or out of the rental home after July 2020, and the owner or family member is not moving to the rental home.
 - The owner or family member wants to end the rental agreement.
 - The owner or family member wants to move from a different location.
 - The owner or family member wants to renter move to a different location.
 - The owner or family member wants to substantially remodel the home.
- The landlord will remove the rental home from the rental market.



**No-Fault
termination:**

Just Cause

VS



**At-Fault
Termination:**

Just Cause
(or, how to avoid being evicted)

- **Reasons a renter can receive an at-fault termination notice:**
 - Nonpayment of rent
 - Breach of material term of lease
 - Nuisance
 - Waste (example: a tenant using their apartment walls as a punching bag).
 - Using the home for an unlawful purpose
 - If renter refuses to sign a written extension of the lease, if the extension has similar terms and similar length.
 - Criminal activity at the rental home.
 - Subletting in violation of the lease.
 - Refusal to allow the owner to enter the rental home (if the landlord gave proper notice for a proper reason).
 - Renter gave written notice to move out, but did not move out.
 - Renter is employee, gets housing because of employment, and employment ended



At-Fault Termination:

Just Cause

(or, how to avoid being evicted)

When “just cause” does NOT apply

(or, terminations not covered by AB 1482)

- Renter’s notice to end a periodic tenancy
 - A renter must give the same amount of notice to the owner as time between rent payments, usually 30 days
 - There are exceptions for renters impacted by domestic violence, sexual assault, and stalking.
- Landlords can give notice to end a periodic tenancy for any reason, or no reason, so long as it is not a discriminatory reason.
- A landlord must give you:
 - A 60-day written notice if you have lived in your home for 1 year+.
 - A 30-day written notice if you have lived in the home for less than 1 year.
- The owner can issue a 3-day notice if you violate one of your responsibilities in the rental agreement (like nonpayment of rent). This notice gives you the chance to correct the problem if you can.



Sacramento City Tenant Protection Program

- Same rent increase protections as the State law (AB1482)
- Slightly different “just cause” protections
- Only applies if you live in Sacramento City limits
- Must live in your home for at least 12 months to be protected under this law
- City process to enforce protections is user friendly and proactive
- Does not apply to single family homes or subsidized housing.

Rent Control Protections



Rent Increases under AB 1482

The California Tenant Protection
Act

- A landlord can increase the rent by 5% + Annual Increase in Inflation.
- Right now, if this law applies to, rent can only be increased by 8.8%
- If this law applies, the landlord can only raise your rent twice in a 12-month period.
- The total rent increase for the two increases can't be more than the rent limit amount.

Rent Increases *not covered by* State Protections

In a term lease that lasts at least 30 days, the landlord cannot raise the rent during the lease term, unless the lease allows for it.

The landlord can increase the rent when renewing the lease for another term.

With a periodic rental agreement (month-to-month), the landlord can raise the rent with a written notice:

- At least a 30 day written notice if the rent increase is 10% or less of rent charged at any time in the 12 months before increase takes effect
- At least a 90 day notice if the rent increase is greater than 10% of rent amount

Unlawful Detainer (aka. Eviction)



It all starts with a notice.

1

You will be served with a notice. Usually it will be for a certain number of days. (3 Day, 30 Day, 60 Day, 90 Day)

- **Rental Debt** = unpaid rent or any other unpaid financial obligation of a tenant under the tenancy
Code Civ. Proc. 1179.02(c); Code Civ. Proc. 1179.09(g)

**IMPORTANT
NOTICE**



Even when the time in your notice expires, your landlord **CANNOT** take ANY action to remove you without going through the proper court processes.

Call LSNC when you get a notice to receive individualized advice.

You are served with the complaint.

2



Once the notice expires, the landlord will need to start the formal court process called an Unlawful Detainer.

When they file for UD in the courts, they will also need to serve you with the summons and complaint.



SUMMONS
(CITACIÓN JUDICIAL)
UNLAWFUL DETAINER-EVICTION
(RETENCIÓN ILÍCITA DE UN INMUEBLE-DESALOJO)

NOTICE TO DEFENDANT:
(AVISO al DEMANDADO)

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE)

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 5 days. You have 5 DAYS, not counting Saturdays and Sundays and other judicial holidays, after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff.

A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.court.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services website (www.lawhelpca.org), the California Courts Online Self-Help Center (www.court.ca.gov/selfhelp), or by contacting your local court or county bar association.

FEE WAIVER: If you cannot pay the filing fee, ask this clerk for a fee waiver form. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

EXENCIÓN DE CUOTAS: Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos con un gravamen sobre cualquier cantidad de \$10,000 o más recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desestimar el caso.

FILED
OCT 22 2019
CLERK OF THE SUPERIOR COURT
BY: K. BESANA, DEPUTY CLERK

1. The name and address of the court is:
(El nombre y dirección de la corte es):
SUPERIOR COURT OF CALIFORNIA
1500 COURT STREET, ROOM 319
REDDING, CA 96001

CASE NUMBER
1909

File your answer.

3

File an answer within 10 court days of being served.

If you cannot reach LSNC, you can get some assistance from the UD Advisory Clinic.

File your answer ON TIME.

If you do not answer on time, there will be a default judgment against you.



File your answer.

3

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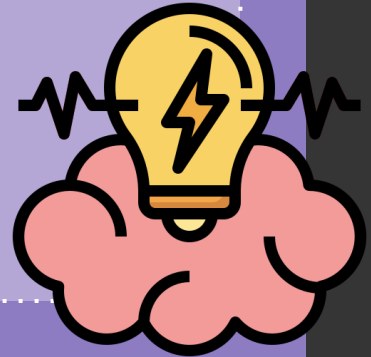
Get ready for trial.

4

Consider your bottom line before the date of trial.

Come prepared with an ask and ready to be flexible.

Prepare your evidence.



Your day in court.

5

- A worker from the court, called a “clerk” will check you in.
- You will have an opportunity to speak with the landlord or their attorney about settlement.
 - Most cases end in settlement.
- If you don’t settle, then you go to trial.
- If you go to trial and **lose**, you will be evicted in about a week.
- If you go to trial and **win**, the case will be dismissed, but you will still owe the rent for the time you lived there while the landlord was not accepting your rent.



Be on time.

Plan to spend several hours there.

Bring your evidence with you.



Things to Consider Before Agreeing to Settle

Remember that it is a compromise.

Compare your settlement to your odds at trial.

- Pay and Stay?
- Move out?
- Behavioral stipulation?

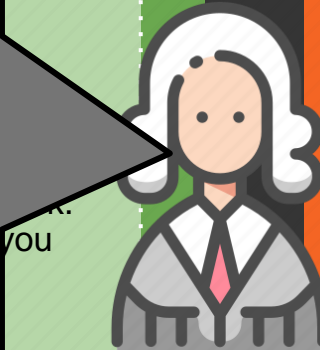
Your settlement will be binding.

Don't agree to do something that you cannot actually do.

Your day in court.

At Trial...

- Landlord will go first, as Plaintiff
- They can ask you questions
- They can ask their witnesses questions
- You will present your case
- You can ask their witnesses questions
- You can ask your own witnesses questions
- You can make a closing statement if you want to/if the judge lets you



Be on time.

Plan to spend several hours there.

Bring your evidence with you.

Your day in court.

Also Remember...

- The court generally cares about the underlying NOTICE at issue.
- Other issues, such as habitability and retaliation, can be overcome by the landlord having another reason to evict, such as non-payment.
- The judge will be evaluating your “credibility”.
- Call the judge “your honor”.
- It’s an unfair playing field.

ns
s

their

you



Be on time.

Plan to spend
several hours
there.

Bring your
evidence with
you.

After judgment.

6

- If landlord wins, sheriff posts a **“Notice to Vacate”** with the date and time of when you must vacate by.
- You will have around 5 more days to move out
- Sheriff lock out will happen at the time and date on the Notice to Vacate



What to do when you cannot make rent.

1. Contact **211**.
2. If you are in the unincorporated part of Sacramento County, apply to **SERA2**.
(no longer accepting new applications as of 12/16/2023)
1. Continue to update your rental assistance application.
2. Inform your landlord in writing that you applied for rental assistance.
3. **Make a “plan B”** in case rental assistance runs out or is unavailable.





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RE-CAP

- Issues during a tenancy ✓
 - Habitability and repair requests ✓
 - Harassment/Discrimination ✓
- AB 1482 - California Tenant Protection Act ✓
 - Just cause protections ✓
 - Rent increase protections ✓
- UD court process ✓



How can someone request our assistance?

- Call (916) 551-2150 any weekday **EXCEPT** Wednesdays right at 8:30 a.m. to ask to be put on our intake list for that day.
- We serve folks on a first come, first served basis, so it can sometimes take a few days to make it on the list. Please keep trying!

What else can we help with?

- Health care (denials for authorizations, Medi-Cal, appeals, grievances)
- Clean slate (expungements of some criminal records)
- SSI, SSDI, SDI, CAPI, Unemployment, Child Care
- Senior issues (Senior Legal Hotline)
- Education
- Name and Gender change petitions



If you are put on hold – don't hang up! You'll lose your place in the phone line.

In order to be fair to everyone, we ask returning clients with new issues to call again.

Thank you for listening!



- Sacramento County:
916-551-2150
- Yolo County: 530-662-
1065
- Placer County: 530-823-
7560

www.lsnc.net