



LANDLORD TENANT LAW

Most Frequently Asked Questions

Inland Counties Legal Services, Inc.
Serving Riverside and San Bernardino Counties

Inland Counties Legal Services, Inc. (ICLS)

ICLS is a public interest law firm committed to securing justice and equality for low-income persons who otherwise would not have access to the civil judicial system.

Incorporated as a non-profit organization in July, 1958, ICLS provides free legal assistance to eligible clients in landlord/tenant, family law, public health, consumer cases, elder law, education, health, citizenship and other civil law areas.

ICLS receives federal funding from the Legal Services Corporation (LSC), state funding from the State Bar of California Legal Services Trust Fund Program (also known as the “IOLTA” or Interest on Lawyers Trust Account Program), the State of California’s “Equal Access Fund”, the San Bernardino County Department of Aging and Adult Services (DAAS), and the Riverside County Office on Aging.

To find out if you qualify for free legal assistance, call the ICLS office nearest you. (See inside front cover for a list of offices and telephone numbers.) Clients must meet financial and case eligibility guidelines.

Notice to ICLS Clients: If you are denied legal services or are dissatisfied with the manner or quality of services, you have a right to file a complaint. Ask the receptionist for ICLS’s “How to Make a Complaint” notice.

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Publications\Housing\Landlord Tenant Booklet English REV 09-19-2006 w minor revision 6-9-2007.doc

1. What are the differences between leases and rental agreements?

When you agree to rent a house or an apartment from the owners, you enter into a landlord-tenant relationship. In a month-to-month agreement, you agree to pay rent monthly with no expiration date. In a lease, you agree to rent for a specific time, such as one year, at the end of which the agreement automatically ends. An agreement can either be oral or written, but all leases for longer than one year must be in writing. These agreements are contracts and either the landlord or the tenant can be held liable for damages for not following the terms of the contract.

TIP - An oral agreement is valid, but you should try to put the agreement in writing to avoid future problems or misunderstandings.

While you may not want the long-term commitment of a lease, a **lease gives you protection that a month-to-month rental agreement does not**. With a lease you are assured that you can stay in the residence until the lease ends, as long as you pay the rent on time and follow the terms of the lease. The landlord cannot raise the rent during that time unless the lease states otherwise. In a month-to-month agreement, landlords may terminate your tenancy with just 30 days notice. They do not have to give you a reason. (For further details, see section 6, 7 and 17.) If you do not move within 30 days, a landlord can evict you. The landlord can also raise the rent (no more than 10% within any year period), or change the terms of the agreement according to the agreement itself or the provisions of California law

2. Can my landlord raise the rent?

In a month-to-month agreement, the landlord can raise the rent by any amount after giving you written notice. Since January of 2001, if the rent increase is more than 10% for any one-year period, you must be given sixty (60) days' notice before the rent increase takes effect. That means, if the landlord raises your rent from \$450 a

month to \$505 a month all at once, you must get sixty days' notice; *or* if the landlord raises your rent from \$450 a month to \$475 a month in June and then raises it again in November to \$505, you must get sixty days' notice for the increase to take effect in November.

3. Can a landlord enter my residence?

Only under certain conditions. You have a basic right to privacy which your landlord must respect. Your landlord may enter your home only:

- In an emergency.
- To make necessary or agreed upon repairs, decorations, alterations, or improvements or to supply necessary or agreed services.
- To show the unit to prospective buyers, tenants or workers.
- If you have abandoned or given up the premises.
- As a result of a court order.

Unless it is an emergency or impractical, your landlord must give you reasonable written notice of plans to enter your home, and can enter only during normal business hours. Twenty-four hours is usually considered reasonable notice. If your landlord seriously violates your right to privacy, you may have the basis for a lawsuit.

4. Who is responsible for repairs?

Landlords must keep their buildings fit for human occupancy. Any conditions which make the rented residence uninhabitable (unfit for human occupancy) are the responsibility of the landlord, *except* where the tenant has caused the problems. For example, if your family breaks a window, you can ask the landlord to repair it, but you should be prepared to pay for the damage.

Minimum requirements for a decent or livable place:

- No leaks when it rains and no broken doors or windows.
- Working plumbing, including hot and cold water and a working sewer or septic tank connection.

- Gas facilities and/or a heater that works and is safe.
- Lights and wiring that work and are safe.
- Floors, stairways and railings in good repair. All areas in the common grounds must be safe.
- When it's rented the place has to be clean, with no piles of trash or garbage and no rats, mice, roaches or other pests.
- Enough cans or bins with covers for garbage.
- The property must be safe from intrusion and have locks for the doors and secured windows.
- There must be at least one usable telephone jack.

If the residence does not meet these standards, the landlord must make the necessary repairs, unless the problem was caused by the tenant.

Courts have expanded these minimum requirements. For example, the property must be secure from intrusion and have locks that work. The main door must have a deadbolt lock.

5. How do I get my landlord to make repairs?

If your residence needs serious repairs, you may consider the following two approaches to pressure your landlord to fix the problems. The first option is to get the repairs made yourself. If you have serious problems involving the habitability standards described in Question 4, you should:

- Let the landlord know **in writing and by certified mail, preferably**, of the needed repairs and keep a copy. Make sure your landlord knows exactly what is wrong.
- Wait a reasonable amount of time for the repairs to be made. A "reasonable time" depends on the circumstances. If you don't have heat in a cold month, you only have to wait a day or two, the same with serious plumbing problems or no hot water. The law says that thirty days is presumed to be reasonable. This means that if you wait less than thirty days and the case goes to court, you must prove the shorter wait was reasonable.
- If the repairs are not made by the landlord within a reasonable time, you can make them yourself or hire someone to do so. Keep receipts or other records of the costs and then deduct

them from a rent payment that is more than thirty days after you notified the landlord you had to make emergency repairs (for example, if you repaired and notified on June 15, you notify again with the July rent and deduct from the August rent). Or you can move out and not be responsible for paying any more rent.

- The cost you deduct cannot be more than one month's rent.
- You cannot use this right more than two times in any 12-month period.
- You cannot legally give up your right to repair and deduct (offset the cost), unless you agreed with the landlord to do the repairs yourself in exchange for a rent reduction. You must always get any agreement like this in writing, signed by the landlord, to protect yourself, and the agreement may not be binding if you agreed under pressure in order to get your place.

The second option is to refuse to pay the rent until the repairs are made. This can force the landlord to make needed repairs, **but it is very risky** because you could be evicted and lose your home.

You can refuse to pay (that is "withhold") rent on the grounds that the living conditions are substandard through no fault of your own. The problems must be major (See Question 4 for examples). You must notify the landlord of the problems, preferably in a letter sent certified, with a return receipt requested, or hand delivered with a witness present. If repairs are not made, you can withhold the rent. **You must save your rent money because you will ultimately have to pay all or part of it to the landlord.**

Once you withhold the rent, the landlord can do one of two things. If he or she makes the repairs, you must then pay the rent. If the landlord sues to evict you for not paying your rent, you will have to prove to a judge that the living conditions justify rent withholding. (See Question 9 for court information.)

If you convince the judge that the conditions were serious, the judge will reduce your rent and order that repairs be made. You will be required to pay the reduced amount within a reasonable

period of time, not to exceed five days. If you do not pay the reduced amount of rent on time, you will be evicted without another hearing. If you do pay the reduced amount of rent on time, you will be allowed to remain and continue to pay rent at the reduced rate until the repairs are made.

If the judge is not convinced that the living conditions are substandard, the judge will rule in favor of your landlord. You will then be evicted.

You may have the right to withhold the rent even if the problems existed when you moved into the residence, whether you knew about them or not. Also, you do not give up your right to withhold the rent even if you put up with the problems for a long time.

Because of the risks involved in withholding your rent, **get legal advice before you stop paying your rent.**

6. Can my landlord retaliate against me for complaining about substandard conditions?

No. If you complained about the uninhabitable condition of your place (or have given the landlord written notice that he or she must make repairs or you will deduct their cost from your rent), your landlord should not be able to evict you even with court action, increase your rent, decrease any services, or force you to leave involuntarily within 180 days of your action, if his/her purpose is to get back at you for exercising your rights. This 180-day protection can only be used once in any 12-month period. **Remember, however, your landlord can still sue to evict you.** Your defense can be any of the retaliatory acts discussed here, but these defenses will only protect you if you are **current in your rent!** You must prove (with documents and/or witnesses at trial), (1) that you complained to the landlord at least once in writing, *or* (2) that you complained to a government agency (like Code Enforcement) and that agency came out and inspected your place and cited the landlord for some habitability problems, in addition to being able to prove that (3) none of the problems is your fault. This will help you prove you are being evicted to punish you for complaining.

In addition, it is illegal for the landlord to retaliate or threaten to retaliate against you at any time solely because you lawfully exercised any of your legal rights. In these cases, there is no limit to the number of times you can make use of this protection.

If the landlord has illegally retaliated, you may sue the landlord. If you win, the landlord could be liable for your actual damages (i.e. hotel costs, moving expenses), reasonable attorney's fees (if either you or the landlord requested these fees at the beginning of the lawsuit), and punitive damages from \$100 to \$1,000 if the landlord's retaliation was meant to harass you.

While it is difficult to prove retaliation by your landlord, you cannot be forced to give up your right to raise this defense. If you feel you are the victim of a retaliatory eviction, you should consult an attorney who can provide you with more information about proving your case.

7. Can my landlord demand rent or force me to move when substandard conditions exist?

A landlord may not demand or collect rent, issue a notice of rent increase or issue a Three Day Notice to Pay or Quit if all of the following conditions exist:

1. The conditions violate any part of Civil Code 1941.1, or *Health & Safety Code sections 17920.10 or 17920.3.*
2. Code Enforcement has notified the landlord of the violation(s).
3. The violations have not been cured for 35 days following Code Enforcement notice to the landlord.

The landlord may be liable to the tenant for actual damages and special damages from a minimum of \$100 to a maximum of \$5,000.

8. Can I get some of my rent back if the landlord refuses to repair?

Yes. You can sue the landlord for violation of the implied warranty of habitability. The implied warranty of habitability is a promise by the landlord to the tenant that the rented unit is fit for human occupancy. The law says this promise is part of all residential rental agreements and leases made in California, whether or not the landlord actually made that promise.

You may sue the landlord for a refund of all or part of the rent you paid while living in substandard conditions. This is called “rent abatement”. You can sue in small claims court after sending the landlord a letter demanding a refund. You can also sue in Superior Court. You should consult an attorney before you take any action, including deciding where to file your lawsuit.

9. Does my landlord have to take me to court to make me move?

Yes. Your landlord cannot force you to move by turning off utilities, such as water, electricity, gas, trash or telephone, whether or not the utility is under the landlord’s control. Further, your landlord may not evict you by locking you out, changing the locks, removing outside doors or windows, or removing your personal property from the unit. If this occurs, you may sue your landlord and possibly receive up to \$2,000 in punitive damages, plus actual damages and reasonable attorney’s fees.

10. What happens in the eviction process and what rights do tenants have?

PRE-LAWSUIT EVENTS:

The first step in the eviction process is usually a written notice. The type of notice you will get depends on what reason the landlord has for ending your tenancy.

At the end of a fixed-term lease (six months or twelve months, etc.), the landlord can either give you a thirty-day notice or let you “hold over” (stay after the end of the lease and allow you to be a month-to-month tenant).

If you do not have a lease a landlord who just wants to terminate your tenancy must give you a written notice for a period of time not less than seven days, but equal to the time period for which you pay your rent (every two weeks, once a month, etc.). Unless you are a tenant who receives housing payment assistance (such as section 8), the landlord does not need to give you any reason for terminating the tenancy. If you receive section 8 housing assistance, you are entitled to have your tenancy terminated only for good cause in the first year of your tenancy and for cause after that. Some landlords have a paragraph in their leases that causes you to waive the “for cause” right you have; you may want to consult a lawyer before you sign. If you pay rent monthly, you are entitled to 30 day’s notice whether you are a private tenant or a Section 8 tenant. (NOTE: As of January 1, 2007, tenants residing in the same location for 12 months or more are entitled to 60 days notice.)

If you are behind in your rent, the landlord can give you a Three-Day Notice to Pay Rent or Quit. In 2002, the requirements for these notices changed. Now the notice must provide you with the name, address and telephone number of a person to whom the rent can be paid and the days and hours during which you can pay the rent; or the notice must give you the number of a bank or other “financial institution” where the rent can be paid and that place cannot be more than five miles from your home; or the notice must provide some way you can make an electronic funds transfer to pay your rent.

Also, the notice cannot demand rent from a due date more than a year before the date of the notice and it must break down the amount of rent the landlord claims you owe into actual months or parts of months for which the landlord claims the rent is due.

The landlord can also give you a Three-Day Notice to Cure or Quit if you break one of the rules you agreed to when you moved in.

Finally, the landlord can give you a Three-Day Notice to Perform Covenant or Quit if you promised to do something (like pay your security deposit in monthly payments) when you moved in and you haven't done it.

If you remain in the premises after the notice expires, or after expiration of a fixed-term lease, the landlord can file a lawsuit to evict you.

THE LAWSUIT's PAPERWORK:

If you are sued, you will receive a Summons and Complaint for Unlawful Detainer. You must be legally and properly served. The Summons will inform you that you have five (5) calendar days (not business days) to file a written response. Do not count the day you were served and do not count court holidays (**do** count Saturday and Sunday); start counting the day **after** you were served. If the fifth day falls on a day the court is closed, the last day in which to file a response will be the next day the court is open. Your response usually must be typewritten (although courts must allow a response which is neatly printed in black ink) and in proper legal form. If you do not file a response, the landlord will take your default and the court will give him or her a judgment against you. You and your family will have to move, often in a matter of days.

TIP - Even if you are a day late, you should take your papers to the Clerk's Office. The answer will be accepted as long as the landlord's request to enter your default was not received first.

Courts collect a filing fee from each person in a lawsuit at the time that court papers are filed by that person. If you cannot afford to pay the filing fee you must request that the fee be waived. Ask the clerk for the court forms called, "Application for Waiver of Court Fees and Costs" and "Order on Application for Waiver of Court Fees and Costs." Be prepared to prove you are a low income family.

After you file your written response, the landlord will request a trial date. The trial must be at least ten (10) days after you file your answer and within twenty (20) days after the request is made. The court will not set the case for trial unless a written request is made. Eviction cases have priority over every other case on the trial calendar, except criminal matters.

THE TRIAL:

In preparation for your trial, you should collect, and bring to court the following:

- Copy of your lease or rental agreement, rent receipts, canceled checks, other receipts.
- Copies of written complaints to the landlord regarding the condition of the premises.
- Copies of written complaints made to the governmental agencies.
- Copies of reports made by government agencies concerning your complaints.
- Witnesses with *personal* knowledge of facts.
- Photos and other physical evidence.

Arrive at the courtroom at least 40 minutes early on the day of trial. You will lose your day in court if you are even a little late. Check in with the bailiff or court clerk; they usually won't ask who you are because there are often spectators in court. Don't leave the courtroom after you checked in.

When your case is called for trial, the landlord and his/her witnesses will be permitted to testify first. After the landlord testifies you may ask him or her questions, your questions should be short and to the point. After the landlord has finished, you will then be permitted to testify. You will also be permitted to have witnesses testify on your behalf. Your landlord will be allowed to ask questions of you and your witnesses.

Your testimony should cover your legal defenses. To determine what your legal defenses are, you should consult an attorney. Legal defenses include: substandard conditions (which the landlord refuses to repair); retaliation; discrimination; an improper eviction

notice; failure to give the tenant credit for repairs made after notice to the landlord; payment of rent when the landlord says you didn't pay; and many others. Evidence can include photographs, letters, receipts, or other documents, as long as you can verify their truthfulness. A judge will not look at letters or statements.

The judge will decide either in court or afterwards. If the judge does not decide before you leave, you will receive the decision in the mail.

Both you and the landlord can have an attorney represent you in court. The court, however, will not appoint an attorney to represent you. Even if you cannot afford to have an attorney represent you in court, consult with an attorney before you prepare your papers and go to court. The attorney will be able to tell you what your legal defenses are and what to expect from the eviction process.

If you do not speak or understand English well, you should bring a friend to interpret for you. The court will not provide you with an interpreter.

AFTER TRIAL:

If you lose, you will receive a Notice to Vacate from the Sheriff's office. The notice will clearly state the date and time you have to move. Generally, once the notice is posted, you will only have five (5) days to move. If you do not move, you will be locked out by the Sheriff. The Sheriff will not wait for you to remove your personal belongings at that time. Therefore, it is very important for you to remove all your furniture and personal property before the Sheriff locks you out. **You must leave peaceably when the Sheriff directs you to leave or you might be subject to arrest.**

11. If my landlord sues to evict me, can I counter-sue?

No. The law does not permit tenants to file a cross-complaint, which is to counter-sue, in unlawful detainer cases. Unlawful

detainer proceedings are designed to resolve landlord-tenant disputes as quickly as possible. Allowing a tenant to counter-sue in the same lawsuit, it's thought, would cause too much delay.

12. What if I move before trial?

If you move during the period of the notice and the landlord files the Unlawful Detainer anyway, or after you have been served but any time before trial there can be no unlawful detainer **but** you still must file your answer and attend all court dates. The unlawful detainer becomes an ordinary civil lawsuit and you can ask the judge for a continuance. The judge must give you a continuance so you can file a cross-complaint against the landlord for money you claim s/he owes you or for rent abatement for habitability problems, or for other problems you have had. Make yourself very clear and have proof that you moved before the trial date such as a receipt for the keys or proof that you mailed the keys to the landlord. (*Civil Code Section 1952.3*). File a Notice of Change of Address with the court. Contact the opposing party before trial; it may defeat an argument for costs.

13. Can I appeal if my landlord wins an eviction case against me?

Yes. An appeal is a request for a higher court to review a lower court's decision. The higher court will not hear testimony, but will review what happened in the case. To appeal, you must file a Notice of Appeal on time and comply with other court rules. Generally, an appeal must be filed within thirty days of the court's decision

An appeal by itself will not stop the eviction. To stop the eviction, you must file a Request for Stay Pending Appeal with the trial court. In order to have a stay granted, the judge must be convinced that you will suffer extreme hardship without a stay and that a stay will not severely harm your landlord. If granted, you must pay your rent to the court as it becomes due.

14. Can the Sheriff evict me if my name is not on the Notice to Vacate?

The answer depends on whether or not the plaintiff (landlord) attached a Prejudgment Claim of Right to Possession to the Summons and Complaint that was served on the persons living in your residence.

If you are a person living in a house or apartment where an Unlawful Detainer Summons and Complaint have been served **and** you are not named **and** there is a Prejudgment Claim of Right to Possession attached to the Summons and Complaint, you have a decision to make. If you fill out the Prejudgment Claim and file it at the court (you must pay the filing fee and have your answer prepared and ready to file, also), your name will be added to the lawsuit, and, if you all lose, you will be locked out when the other, named, tenants are locked out by the Sheriff. You will then have a judgment against you, the plaintiff may hold you responsible for some or all of the money damages and your name will be placed on the Unlawful Detainer Registry, a list that landlords use in deciding whether or not to rent to a person.

If there is no Prejudgment Claim attached to the Summons and Complaint and your housemates do not file an answer or they lose a trial, the Notice to Vacate will have a Claim of Right to Possession attached. You have the same decision as above.

Unless you really don't care about having a judgment against you and having your ability to rent a new home for the next seven to ten years endangered, generally it is not advisable to complete and file either the Prejudgment Claim or the [post-judgment] Claim. It is much safer to move as soon as possible. You may wish to consult an attorney.

To file a Prejudgment Claim of Right to Possession or Claim of Right to Possession, you must:

- Have an independent right to live in the residence. You can file if you are a tenant, subtenant, or a co-tenant. You may not file if you are a guest of the tenant, a trespasser, or someone who

has no legal claim to possession.

- Not be named in the lawsuit or Notice to Vacate.
- Be age 18, or older.

The court will hold a hearing within five (5) days after the claim was filed, unless you pay fifteen (15) days' rent to the court, in which case the hearing will be held between five (5) and fifteen (15) days after the claim is filed.

If you do not attend the hearing, the claim will be denied. If you do go to court, be prepared to prove that you have a legal claim of possession. Because the hearing involves complicated legal issues, you should try to obtain legal advice before the hearing is held and you should definitely bring with you evidence documenting your claim to possession such as the rental agreement or lease, rent receipts, letters to you from your landlord, and bills or letters from friends addressed to you at the present address.

If the judge grants your claim, the case will be set for trial and you may receive another eviction notice. At the trial, it will be determined whether or not the landlord can evict you. If the judge denies your claim, the judge will order that you be evicted within five (5) days. You will not have a trial. However, if you paid rent into the court, you may be entitled to a partial refund. You should ask the judge at the time of the hearing how much of a refund you are due.

15. Can I get my belongings back after I have been evicted?

Yes, but the landlord can collect a storage fee. You have the right to obtain your personal property any time up to fifteen (15) days after you have been evicted. You must ask the landlord in writing to let you in to your former home and make arrangements with her as to the day and time. Your landlord may require you to pay a fair storage fee, which is usually considered to be the daily rental value of the premises. If you have not removed your personal property after you have been evicted, the landlord can sell the personal property after giving you written notice. The landlord may simply

dispose of the property if he can legitimately claim it had a total value of less than \$300.00.

However, the landlord cannot make you pay back rent or the amount of the judgment in order to get your personal property back

TIP - If you cannot move everything, take your important belongings before the Sheriff locks you out. Safeguard the things you cannot replace (important documents and photos).

16. Do I owe rent if I don't give notice of my plans far enough in advance of moving?

Yes. You must always given written notice of your plans to move. Oral notice is not sufficiently legal even if you have an oral rental agreement. If you don't give proper written notice, you may have to pay additional rent. Normally, if you pay rent once a month, you must give your landlord a written notice thirty days in advance of your move. However, it is possible for you and your landlord, at the time you move in, to agree to a shorter notice period as long as it is at least seven days

Your notice to move does not have to match a day that rent is due. You can pay rent on June 1, give thirty (30) days' notice on June 10, and move out on July 10. Of course, you still have to pay the first 10 days' rent for July. You have to pay for every additional day you remain on the premises.

TIP - If you move out earlier than your notice states and your rent is paid through the end of your notice, and your landlord re-lets the home before the end of your notice period expires, try to arrange with your landlord for a refund of the double rent. S/He is not obligated to do so, but you can ask.

Remember, if you have a lease, you must stay until it expires. You may be allowed to turn your lease over to someone else (the law calls this an "assignment" or "subletting"), but you should obtain legal advice before you assign your lease over to someone else.

Have an attorney read your lease and advise you if this is permitted. If you move out early, you may be sued by your landlord for all or part of the rent for the rest of the lease.

If you give your landlord notice and then change your mind, the landlord does not have to let you stay. However, if the landlord accepts your rent after the notice expires you are allowed to stay. If the landlord agrees to let you stay, you should get that in writing even if you paid rent past your planned move-out date.

17. How do I get my deposit back?

If you do not owe the landlord any rent and you leave the residence clean and undamaged, you are probably entitled to a full refund. The landlord can use your deposit to cover unpaid rent, to repair extraordinary damages caused by the tenant or to clean the residence after you move. The landlord cannot use your security deposit to repair routine damages commonly known as "ordinary wear and tear".

When you move out, whether voluntarily or because you have been evicted, you should always (1) get a receipt for the keys you have returned, and (2) give the landlord a letter requesting the full return of your security deposit. Be sure to keep a copy of both of these documents for your records. Within twenty-one (21) days after you move, the landlord must refund your whole deposit or provide you with an itemized written explanation of how the landlord spent your deposit and a refund of the balance. Your lease or written rental agreement may give the landlord less than three weeks in which to return or account for your deposit. Many agreements made before 1994 gave the landlord only two weeks.

TIP - Remember to give your new address to the landlord when you move so the landlord can account for and return the security deposit. If you do not wish to provide your address, use a post office box or a friend's address.

The law is very clear: If the landlord does not refund your deposit

or give you an accounting within twenty-one (21) days, s/he must refund your entire security deposit. Also, if you believe you can prove the landlord kept too much of your deposit, you may sue in Small Claims Court or Superior Court. In Small Claims Court you do not need a lawyer, the filing fee is small, and it is informal and fairly quick.

In Small Claims Court, you **cannot** appeal if you lose; the landlord **can** appeal if you win. Before suing, you must send a letter to the landlord demanding that the deposit be refunded. Send it certified mail, return receipt requested; it's worth the small amount of money. Keep a copy of the letter with the mail receipt and receipt card when it comes back. If the landlord refuses to refund the deposit, you can sue. At court, the landlord must prove that he or she was justified in keeping your deposit. You could get up to \$600 (punitive damages) in addition to your deposit if you show that the landlord's refusal was not due to an honest dispute, but was done without any justification

Some other facts about security deposits:

- "Cleaning fees" and deposits for "last month's rent" are treated the same as security deposits.
- Any lease or rental agreement provision that says a security deposit is "non-refundable" is illegal.
- Normally if you rent an unfurnished place, your landlord cannot require you to pay more than two months rent for a deposit. If you rent a furnished place, you cannot be required to pay more than three months rent as a deposit.
- If your landlord sells the rental unit while you are living there, the landlord must, within a reasonable amount of time, do one of two things:
 - (a) Deduct any proper amounts from the deposit and transfer the rest to the new landlord, and notify you by personal delivery or certified mail of the transfer and the new landlord's name, address and telephone number; or
 - (b) Return your deposit to you, minus any lawful deductions.

TIP - Before you move into your new residence, you and your landlord should check it together and fill out a checklist describing its conditions. When you move out, the two of you can go through the list again and note any changes. Before you move out, ask witnesses to see the condition of the residence. You may also take photographs or a videotape.

18. Can a landlord discriminate against certain kinds of tenants?

A landlord cannot discriminate against tenants on the grounds of race, color, religion, national origin, ancestry, sex, marital status or sexual orientation or on the grounds that the tenant is medically or mentally disabled.

Additionally, discrimination against children or families with children has been prohibited by the California Supreme Court. While there may be exceptions, such as some mobile home parks or senior citizens' housing projects, the general rule in California is that "adults only" rental housing is illegal. Families can no longer be denied rental housing because they have children.

19. Where can I get help with a landlord-tenant problem?

You should telephone Inland Counties Legal Services' Housing Hotline or one of the *Pro Bono* Attorney Programs listed at the back of this publication. These organizations have limited resources and try to give everyone some help, but cannot always do so.

If you pay someone for help with an eviction, be cautious of persons who claim that they can stop an eviction or delay it for many months. If their claims sound too good to be true, they probably are. Some "paralegals" have filed bankruptcy petitions for tenants without the tenants' knowledge. When seeking help, be sure that you understand what you are paying for.

Non-attorneys who help with unlawful detainer cases for pay must register with the County Clerk and post a bond. Their registration number must appear on all advertisements and work product, they must provide you with a written contract. Failure by the preparer to follow these rules is a crime.

20. Other Resources

At a county law library you can look up the codes and cases mentioned in this publication. Ask the librarian for help. For other information on landlord-tenant law, read:

- Moskovitz and others, *California Eviction Defense Manual*, 2d Ed. (California Continuing Education of the Bar, 1994).
- Terry Friedman and others, *California Practice Guide: Landlord/Tenant* (The Rutter Group)
- *California Tenant's Handbook* (Nolo Press), latest edition.

This publication provides general answers to some frequently asked questions about landlord-tenant law in California and is not intended as specific legal advice for any individual problem. It does not deal with all landlord-tenant areas. It does not apply to mobile home landlord-tenant relations. The information is current as of September, 2006. Laws regarding landlord-tenant relations are subject to change. Therefore, some statute and case law citations are given so you can find the current law in the law library.

Helpful Websites

- California Courts Self Help Center www.courtinfo.ca.gov/selfhelp
- Centro de Ayuda de las Cortes de California www.courtinfo.ca.gov/selfhelp/espanol
- Superior Court of California, County of Riverside www.courts.co.riverside.ca.us
- Your Public Law Library www.publiclawlibrary.org
- Law Help California www.lawhelpcalifornia.org
- California Department of Fair Employment & Housing www.dfeh.ca.gov
- California Department of Consumer Affairs www.dca.ca.gov
- California Attorney General's Office www.caag.state.ca.us
- Housing & Urban Development www.hud.gov
- National Housing Law Project www.nhlp.org
- State Bar of California www.calbar.ca.gov
- Inland Counties Legal Services www.inlandlegal.org
- FindLaw www.findlaw.com

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Wednesday Clinics: 2:00 p.m.

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Wednesday Clinics: Appointment Only

San Bernardino Wednesday Evening Clinics:

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Central Park, Bear Flat Room, 10200 Baseline Rd. (*at Milliken*), Rancho Cucamonga

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15411 Village Dr. (*in Youth Center near Mojave & I-215*), Victorville

Chino: 3rd & 4th Wednesday Clinics: 1:30 p.m.

Senior Center, 13170 Central Ave., Chino

Chino: 4th Wednesday Clinics: 1:30 p.m.

Neighborhood Activity Center, 5201 "D" St., Chino

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5:00 p.m.

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Inland Counties Legal Services, 82632-C Highway 111, Indio (760-347-8456)

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