

Applying

Application Fee = **\$59.67 Max.** (as of Jan 2024)

- Property Owners cannot profit from fees
- Generally not refundable
- Reusable Tenant Screening Reports (RTSR): can now use the RTSR for multiple applications within 30 days from report (As per **AB 2559**)

Rental Lease/Contract

- Be sure to read the lease/contract before signing.**
 - If you negotiated in a language other than English, you can request a translated version of the lease/contract **CCC §1632 (b)**
- You can negotiate any terms of the contract... Everything is negotiable!**
- You are entitled to a copy of the [fully executed] lease/contract CCC §1962 (a)(4)**
 - You are entitled to request 1 copy per year and should receive a copy within 15 days of request

Security Deposits (CCC §1950.5)

- Included as part of the Security Deposit:**
 - Key Deposit
 - Cleaning Costs
 - New Tenant processing fee **CCC §1950.6**
 - Pet Deposits
- NOT included in the Security Deposit**
 - Rental application fees (See above)
- Security Deposit Maximums (as of 2023)**
 - Unfurnished Apartments = Up to 2x the monthly rent
 - Furnished Apartments = Up to 3x the monthly rent
- Security Deposit CAN be increased:**
 - Requires 30 day notice to increase
 - Cannot increase if lease does not allow it
 - Cannot be more than permitted by law

*** NOTE: as of July 1, 2024, security deposits may be limited to 1 month's rent, whether furnished or unfurnished. Some exceptions apply. (AB 12)**

Moving IN & OUT

- Conduct a Move-In/Out Inspection**
 - Preferably, with the owner/manager
 - If they're NOT present, conduct one anyway
- Make a list of all the damages, repairs and maintenance needed**
 - Use a Move-In Inspection checklist or list items on a blank document - you can search for one on google or ask us for one.
 - Have your full name, address and unit # on letter/form
- Take photos of everything**
 - Take a video for your personal records & save photos
- Print all the photos and the Move-In Inspection checklist**
 - Print and attach to move-in inspection checklist
 - You can print locally at store like CVS or Walgreens
 - Sign and Date the inspection checklist
 - Make copies of copies for your records
- Send Checklist via certified mail (NOT Return Receipt) to your management company/owner**

Rent Payments

- Payments are Due as indicated in the lease/contract**
 - Generally, there is a grace period but be sure to verify in rental lease/contract
- Late payment fees**
 - Can only be charged if stated in rental lease/contract
 - Late fee must be justified and should be a reasonable calculation based on fees incurred by owner for being late
 - CANNOT be punitive
- You are entitled to receive rental payment receipts regardless of how you pay rent - always be sure to get a receipt**
- You CAN pay rent by check or money order**
 - You are NOT be obligated to pay rent in Cash, Online, Zelle, etc.

Rent Increases (CCC §1946.1)

- January 1, 2020 - 2030 (as per AB1482)**
 - For qualifying units (3+ units; anything less must be verified)
 - Rent Increases cannot exceed 5% + CPI (Inflation) per year
 - Maximum increase cannot exceed 10%
 - Can increase 2x/year but cannot be more than allowed by law
- If the increase is less than 10% of the rent...**
 - Law mandates at least a 30 day notice of increase
- If the increase is more than 10% of the rent...**
 - Law mandates at least a 60 day notice of increase

Repairs & Maintenance (CCC §1941.1)

It is your right and the owner's responsibility to have a safe and healthy home

If you have bad living conditions, you have the right to do the following:

1) Always request repairs & maintenance in writing

- Letter:**
 - List all the repairs requested
 - Take and include photos
 - Sign, date and make copies
 - Send via certified mail
- Email:**
 - Only if the email address being used is used as a work related email address or if you can get confirmation email was received
- Online:**
 - Print a copy of the request or take a screenshot of the computer to prove you made the request
- Text**
 - Its OK to do by text, but not the best option

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2) Repair and Deduct

- You can legally repair and deduct from the rent
- Value of repair must be less than 1 month's rent
- You can only repair and deduct 2x/year
- You MUST notify owner/manager of intent to repair and deduct with at least 30 day notice

3) Withhold The Rent

- You can legally withhold 100% of the rent
- More risky because they might try to evict for nonpayment

Please Note:

- A complete 24 hours notice must be provided in writing before entering your unit to conduct repairs; can only enter during business hours (M-F, 8 a.m. - 5 p.m.)
- In general, reasonable notice is 24 notice in writing during business hours, unless permitted otherwise

****We provide a donation based service to help writing letters for you****



Tenant Protection Act (AB 1482)

Effective January 1, 2020-2030 - Applies to housing over 15 yrs old and some exceptions apply

1) Rent Cap

- Limits annual rent increase to 5% + inflation
 - Can't be more than 10% and only 2x/year

2) Just Cause

- Must provide a Just Cause for eviction
- Must live in unit for at least one year

3) Relocation

- 1 month's worth of rent must be provided for NO-Fault evictions;
- Can be last month free or in cash/check

4) Notification

- Tenant must be told of this right on notice
- Must inform tenant if property is exempt

30 & 60 Day Notices (CCC §1946.1)

Minimum required notice period, if you've lived in the apartment for...

- LESS than 1 year = **30 Day Notice**
- MORE than 1 year = **60 Day Notice**

If Just Cause protections apply, then the reason for termination must be provided on the notice

3 Day Notices (CCCP §1161)

Days on notice **DO NOT** include weekends or include

3 Day Notice to Pay or Quit

- You have 3 days from the notice date to pay
- It should have an address and telephone number of the owner/manager, as well as days of the week and times when payment can be made
- It cannot be for more than 1 year of rent

3 Day Notice to Cure or Quit

- If you violated the lease, should indicate what the violation is

3 Day Notice to Quit

- Incurable Violation: trash, nuisance, illegal activities
- Exceptions: domestic violence related to nuisance

24 Hour Notice to Enter (CCC §1954)

CA law permits owners/managers to enter for the following reasons:

- Emergencies
- Make necessary repairs, maintenance, etc.
- Show the unit to prospective tenants/buyers
- The tenant moved or abandoned the unit
- Lease agreement violations
- Judgment

The owner/manager should provide reasonable notice to the tenant in writing before entering the premises only

Eviction Notices “Unlawful Detainer (UD)”

Facts about Unlawful Detainers (UDs):

- The only legal way they can get you out of the apartment
- It is a lawsuit against the tenant for possession of the property
- The owner/manager can present the UD at the end of a fixed term lease unless the it automatically converts to month-to-month CCP 1161 (1)
- The tenant gave notice in writing with intention to move and didn't move out CCP 1161 (5)
- The eviction process can take 1-2 months from start to finish
- Tenant must respond to UD must be done in 5 days (Does NOT include weekends and holidays)

We recommend you seek legal representation to help with filing your response to the UD and preparing for Jury Trial

In CA, you can use this online tool to help file your response to a UD:

www.tenantpowertoolkit.org



www.HealingandJusticeCenter.org

@Healing4Justice

