

Property Owner Responsibilities When Renting out Residential Units

Privacy ~

You or your agent must provide at least 24 hours notice prior to entering unless it is an emergency.

Habitability ~

Before renting a residential unit to a tenant, you must make the unit fit to be lived in. While the unit is being rented, you are responsible for repairing problems that make the unit uninhabitable. However, you are not responsible for repairing damages that were caused by the tenant, the tenant's family, guests, or pets.

If a property owner fails to comply with any repairs ordered by local officials, legal action may be taken. Owners may also be required to pay relocation benefits to tenants who must move in order for repair work to be done. Failure to comply could disqualify owners from claiming state income tax write-offs associated with the property, including interest, taxes, and depreciation on the building. In addition to penalties assessed by government agencies, tenants may sue and/or withhold rent if necessary repairs are not made.

The *California Civil Code of Procedures* now requires property owners to pay relocation benefits (in the amount of 2 months fair market rent plus utility deposits) to tenants displaced due to habitability violations. If a property owner fails to pay, a local agency may pay the tenants and place a lien on the property.

Responsibilities ~

- Owner/agent is required to return all security, cleaning, and/or pet deposits made by the tenant within thirty days of vacancy minus any deductions. If there are deductions a written explanation of all deductions must be provided.
- Owner/agent is required to provide tenants with thirty days notice of termination of tenancy unless a violation of the rental agreement is made.
- Owner/agent may not use the premises for any unlawful activity or to conduct a business.
- Owner/agent may not commit a nuisance, such as interfering with the quality of life of tenants.

City of Glendale

Community Development & Housing
Neighborhood Services
141 N. Glendale Ave., Room 114
Glendale, CA 91206

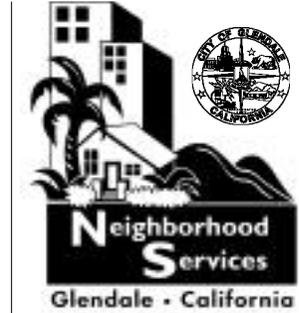


Questions?
Call
818-548-3700

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llame al 818-548-3700

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Housing Preservation Program

Housing Maintenance Rights & Responsibilities of Property Owners

Community Development & Housing
Neighborhood Services
141 N. Glendale Ave., Room 114
Glendale, CA 91206

Phone: 818-548-3700
Fax: 818-240-7239

The following is a list of minor damages that can occur under normal use and are considered **Ordinary Wear & Tear**, in which tenants are NOT responsible for repairs:

- Water-stained linoleum by shower
- Minor marks or nicks on walls
- Dents in the wall where a door handle bumped it
- Moderate dirt or spotting on carpet
- A few small tack or nail holes in walls
- A rug worn thin by normal use
- Worn gaskets on refrigerator doors
- Faded paint on walls
- Warped cabinet doors that won't close
- Stains on old porcelain fixtures that have lost their protective coating
- Moderately dirty windows and coverings
- Bathroom mirror beginning to "de-silver" (black spots)
- Toilet flushes inadequately because mineral deposits have clogged the jets

Tenants are responsible for any damages they cause that are beyond ordinary wear and tear.

A rental unit will be considered habitable under the following circumstances:

- Functional plumbing with hot and cold running water
- Proper sewage disposal
- Ceilings without leaks
- Effective waterproofing and weather protection of roof and exterior walls
- Unbroken doors and windows
- Proper ventilation in the kitchen and the bathroom such as a fan or a window
- Smoke detectors in sleeping rooms, and central locations
- A functional heating system
- Proper lighting and electrical wiring
- Structural soundness
- A unit without cockroaches or rodents
- A working toilet, sink, and bathtub or shower where the toilet and bathtub or shower are contained in a ventilated room that also allows for privacy
- A kitchen sink that is not made of any absorbent material such as wood
- Natural lighting in each room through windows or skylights (Windows must open at least halfway unless mechanical ventilation is provided)

DO:

- **Use** a written Rental Agreement.
- **Exercise** your right to limit the number of occupants in your units.
- **Provide** an operating smoke detector in all sleeping rooms and central locations.
- **Make** repairs of any kind reported by your tenants in a timely manner.
- **Clean & Maintain** sanitary conditions in your unit prior to renting it out.
- **Provide** receptacles for trash and garbage removal on a regular basis.
- **Provide** for safe fire or emergency exits leading to a street or hallway.
- **Maintain** floors, stairways, and railings in good repair.
- **Maintain** landscaping on a regular basis.

DON'T:

- **Build** additional structures inside or outside your property such as walls, closets, or carports without proper permits.
- **Allow** excessive trash or garbage to accumulate on the property.
- **Store** inoperable vehicles, debris or junk of any kind on the property.
- **Use** exits, entry ways or water heater closets for storage.
- **Use** storage areas, garages, or basements to store combustible materials.
- **Bulky** items such as refrigerators, stoves and couches will not be picked up with regular trash. Please call Integrated Waste for FREE bulky item pick up at 818-548-3916.

