HRC

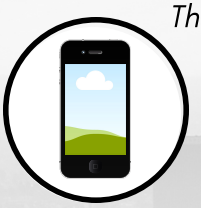
HOUSING RIGHTS CENTER

WORKING FOR JUSTICE AND EQUALITY IN HOUSING

Do you have questions about your housing rights?

The **Housing Rights Center** provides **FREE** fair housing services to residents throughout the Los Angeles and Ventura Counties

These free services include:



- **Landlord/Tenant Counseling**
  Housing Counselors are available to answer questions about your rights and responsibilities, including topics like security deposits, evictions, repairs, and more!

- **Discrimination Investigation**
  Case Analysts investigate allegations of housing discrimination and help victims of discrimination enforce their fair housing rights.

- **Outreach and Education**
  The Outreach team works to educate the community about the fair housing laws, illegal practices and landlord/tenant responsibilities.

Please contact the Housing Rights Center if you have questions about landlord-tenant laws or feel you have experienced housing discrimination.

(800) 477-5977 TTY: (213) 201-0867

www.HousingRightsCenter.org

All locations are handicap accessible

Office Locations

Los Angeles 3255 Wilshire Blvd., Suite 1150, Los Angeles, CA 90010
Van Nuys 6320 Van Nuys Blvd., Suite 311, Van Nuys, CA 91401
Pasadena 1020 N. Fair Oaks Avenue, Pasadena, CA 91103

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¿Tiene preguntas acerca de sus derechos de vivienda?

El **Housing Rights Center** ofrece servicios **GRATIS** sobre vivienda justa para los residentes de los Condados de Los Angeles y Ventura

Estos servicios gratuitos incluyen:

- **Consejería para Dueños e Inquilinos**
  Consejeros de vivienda están disponibles para responder a las preguntas sobre los derechos y responsabilidades de arrendadores e inquilinos. Esto incluye preguntas sobre depósitos de seguridad, desalojos, reparaciones, aumentos de renta, y mucho más.

- **Investigación de Quejas de Discriminación**
  Nuestros investigadores averiguan más a fondo las quejas de discriminación en la vivienda. Ellos ayudan a las víctimas de discriminación a hacer valer sus derechos de vivienda justa.

- **Educación y Acercamiento a la Comunidad**
  Nuestro quipo de acercamiento a la comunidad trabaja para educar a la comunidad acerca de las leyes de vivienda justa, las prácticas ilegales y derechos y responsabilidades de arrendadores e inquilinos.

Comuníquese con el Centro de Derechos de Vivienda si usted tiene preguntas acerca de las leyes de vivienda justa o siente que ha sido víctima de discriminación en la vivienda.

(800) 477-5977 TTY: (213) 201-0867
www.HousingRightsCenter.org

Todas las oficinas son accesibles

Ubicaciones de Oficina

Los Angeles	3255 Wilshire Blvd., Suite 1150, Los Angeles, CA 90010
Van Nuys	6320 Van Nuys Blvd., Suite 311, Van Nuys, CA 91401
Pasadena	1020 N. Fair Oaks Avenue, Pasadena, CA 91103

Landlord-Tenant Rights & Responsibilities

An overview of the most frequently asked questions.

How many days does a tenant have to wait to get their security deposit back?
California Civil Code Section 1950.5 requires that within three weeks (21 days) after a tenant has vacated the unit, the owner must either: 1) return the security deposit to the tenant, 2) furnish a copy of an itemized statement indicating the amount of any part of the security deposit used (e.g. for unpaid rent, repairs, etc.), or 3) a combination of #1 and #2.

Can a landlord increase the rent more than two times per year?
If you have a lease for more than 30 days (e.g. one year lease), your rent cannot be increased during the term of the lease, unless the lease allows rent increases. If you have a periodic rental agreement (month-to-month) your landlord can increase your rent with proper advance written notice according to California Civil Code Section 827. In rent controlled properties your landlord can only raise your rent a set percentage once every twelve months.

How much can a landlord legally raise the rent?
Under California law there is currently no maximum limit for rent increases. According to California Civil Code 827(b), a landlord must give the tenant at least a 30-day advance notice if the rent increase is equal to 10 percent (or less) of the rent charged at any time during the 12 months before the rent increase takes effect. A 60-day advance notice is required if the rent increase is *greater than* 10 percent. In rent controlled properties your landlord can only raise your rent a set percentage once every twelve months.

How much advance notice does a landlord need to give a tenant to move out of their rental unit?
According to California Civil Code 1946.1, landlords are required to provide a 60-day advance notice to a resident if the tenant has resided in the unit for more than one year. If the tenant has resided in the unit less than one year, the landlord is only required to give a 30-day advance notice. In rent control areas, a landlord may be limited to certain reasons for requesting a tenant to vacate the premises.

Is a landlord obligated to pay relocation fees to a tenant?
A landlord is required to pay relocation fees if the building falls under rent control in areas such as the City of Los Angeles, Beverly Hills, and West Hollywood. There are certain conditions under which a landlord in these areas is required to pay relocation assistance.

Can a landlord charge late fees?
A landlord can charge a late fee to a tenant who doesn't pay rent on time, however a landlord can only do this if the lease or rental agreement contains a late fee provision. Late fees must also be reasonable, and related to the costs your landlord incurs as a result of your rent being late. A late fee that is so high it amounts to a penalty is not legally valid.

When can a landlord enter an occupied rental unit?
California Civil Code 1954 gives five reasons that a landlord can legally enter a rental unit.
(1) In an emergency.
(2) When the tenant has moved out or has abandoned the rental unit.
(3) To make necessary or agreed-upon repairs, decorations, alterations, or other improvements.
(4) To show the rental unit to prospective tenants, buyers, or lenders, or to provide entry to contractors or workers who are to perform work on the unit.
(5) If a court order permits the landlord to enter.

California Civil Code 1954 states that except in the first two situations above (emergencies and abandonment), the landlord must give the tenant a 24-hour written notice before entering the unit.

How much advance notice does a tenant have to give a landlord before moving?
According to California Civil Code 1946, to end a periodic rental agreement (month-to-month), a tenant must give their landlord a proper written notice before vacating. If you pay rent monthly, you must give at least a 30-day advance notice. If you pay rent weekly, you must give at least a 7-day advance notice.

What makes a unit legally "uninhabitable?"
There are many defects that could make a unit "uninhabitable" (unlivable). According to California Civil Code Section 1941.1 a dwelling unit is considered to be uninhabitable if it substantially lacks any of the following*:

- Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.
- Plumbing facilities in good working order, including hot and cold running water, connected to a sewage disposal system.
- Gas facilities in good working order.
- Heating facilities in good working order.
- An electric system, including lighting, wiring, and equipment, in good working order.
- Clean and sanitary buildings, grounds, and appurtenances (for example, a garden or a detached garage), free from debris, filth, rubbish, garbage, rodents, and vermin.
- Adequate trash receptacles in good repair.
- Floors, stairways, and railings in good repair.

*Please note that this list does not contain all legal requirements needed to meet the implied warrant of habitability.

IF YOU HAVE QUESTIONS ABOUT YOUR RIGHTS,
HRC CAN HELP.
Toll Free (800) 477-5977
TTY (213) 201-0867
www.housingrightscenter.org

Who is Protected by the Fair Housing Laws?

Federal Law

The Fair Housing Act (FHA), Title VIII of the Civil Rights Act of 1968

- Race
- Color
- Religion
- Sex
- National Origin
- Familial Status
  (*Families with children under 18)
- Disability

State Law

California Fair Employment and Housing Act of 1964 (FEHA)

- Race
- Color
- Religion
- Sex
- National Origin
- Familial Status
  (*Families with children under 18)
- Disability
- Marital status
- Ancestry
- Sexual Orientation
- Income Source
- Gender, Gender Identity & Gender Expression
- Genetic Information

Other California Laws

§ 51 Unruh Civil Rights Act

- Age and Arbitrary

§ 51.7 Ralph Act

- Freedom from Violence or Intimidation

§ 1940.3

- Immigration or Citizenship Status

§ 1946.7

- Domestic Violence

What is Unlawful Under the Fair Housing Laws?

- **Refusal to Rent, Sell, or Lease a Dwelling**

- **Differential Treatment**
  -Different Terms
  -Different Treatment

- **Statements of Preference**
  -Verbal Statements
  -Advertisements

- **Lying About the Availability of a Dwelling**

- **Discrimination Based on Association**

- **Otherwise Making Housing Unavailable**

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For more information, please contact the Housing Rights Center
Toll Free: (800) 477-5977
TTY-*Hearing Impaired*-: (213) 201-0867
Or visit www.HousingRightsCenter.org

Families & Fair Housing

Know Your Rights

What is Fair Housing?

Fair Housing means that you have the right to live where you choose without fear of discrimination based on your personal characteristics. The fair housing laws protect you from being treated differently based on your:

Race/Color	**Marital Status**
Religion	**Ancestry**
Gender	**Age**
National Origin	**Income Source**
Familial Status	**Gender Expression/Identity**
Disability	**Genetic Information**
Sexual Orientation	**Other Arbitrary Basis**

What is Familial Status Discrimination?

"Familial status discrimination" is defined as unfair treatment by a landlord or manager because an individual has children. Also protected under "familial status" is any person who is pregnant, or in the process of securing legal custody of any individual who is under the age of 18.

Why should I report discrimination?

Discrimination is illegal. Reporting discrimination is the first step to stopping it in your community.

Who should I call to report discrimination?

The Housing Rights Center is under contract with your city to investigate reports of housing discrimination, and provide victims of discrimination with information about their rights, responsibilities, and legal options.

Contact the Housing Rights Center

Toll Free: (800) 477-5977
TTY (Hearing Impaired): (213) 201-0867
Email: info@housingrightscenter.org Website: www.housingrightscenter.org

Refusing to Rent to Families with Children

It is illegal for a property manager or owner to refuse to rent to a family with children, or to steer tenants with children away from living in certain buildings, units, or floors due to concerns over noise or safety.

Forms of Familial Status Discrimination...

- Charging families with children a higher security deposit or rental amount.
- Harassing tenants with children.
- Enforcing restrictive occupancy limits, such as only allowing one person per bedroom.

House Rules for Children

It is illegal for a manager or owner to have rules that prohibit children from playing outside, or to enforce curfews or policies against families only. Not allowing children to be in common areas or limiting its use, can be a form of familial status discrimination.

Illegal Advertisements

It is illegal to state or suggest a preference for tenants without children in rental listings. Statements such as "*NO CHILDREN*" or "*ADULTS PREFERRED*" are illegal. If you see an illegal advertisement or sign, report it to the Housing Rights Center. We can investigate the matter further to determine if there's a fair housing violation.

Senior Housing Exemption

In most cases, senior housing is exempt from the familial status protection. This means that senior buildings can legally refuse to rent to families with children due to age requirements. Some restrictions apply.

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1020 N. Fair Oaks Avenue
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6320 Van Nuys Blvd., Ste. 311
Van Nuys, CA 91401

Familias & Vivienda Justa

Conozca Sus Derechos

¿Que es Vivienda Justa?

Vivienda justa significa que usted tiene el derecho a vivir donde usted elija sin miedo a la discriminación basada en sus características personales. Las leyes de vivienda justa lo protegen de ser tratado de manera diferente basado en su:

Raza/Color	**Estado civil**
Religion	**Linaje**
Genero	**Edad**
Origen Nacional	**Fuente de Ingreso**
Estatus Familiar	**Expresion/identidad de genero**
Discapacidad	**Informacion genética**
Orientacion Sexual	**Otra base arbitraria**

¿Qué es Discriminacion por Estatus Familiar?

"Discriminación por estatus familiar" se define como un trato injusto hacia una persona por un proveedor de vivienda porque la persona tiene hijos. También están protegidos bajo "estatus familiar" personas quienes estén embarazadas o en proceso de obtener custodia legal de cualquier individuo menor de 18 años.

¿Por que Debo de Reportar la Discriminacion?

La discriminacion es ilegal. Reportar la discriminacion es el primer paso para deternerlo en su comunidad.

¿A quien debo llamar para reportar la discriminacion?

El Housing Rights Center esta bajo contrato con su ciudad para investigar los reported de discriminacion en la Vivienda, y proprocionar a las victimas de discriminacion informacion sobre sus derechos, responsabilidades y opciones legales.

Hable al Housing Rights Center

Toll Free: (800) 477-5977
TTY (Hearing Impaired): (213) 201-0867
Email: info@housingrightscenter.org
Website: www.housingrightscenter.org

Negarse a Rentar a Familias

Es ilegal que un administrador o propietario de Vivienda se niegue a alquilar una Vivienda a una familia con niños, o dirigir a inquilinos con niños hacia ciertos edificios, unidades de Vivienda o ciertos pisos en un edificio.

Ejemplos de discriminación por estatus familiar

- Cobrar a las familias con niños una cantidad más alta del depósito de seguridad o de alquiler
- Hostigar a los inquilinos con niños
- Aplicando límites de ocupación restrictivas, como permitir solo una persona por recamara.

Reglas Restrictivas

Es ilegal que un administrador o propietario de Vivienda adopte, publique o haga cumplir reglas que prohiben que los niños juegen afuera de su unidad, o que haga cumplir solamente las reglas en contra de las familias con niños. No permitir a los niños que usen las áreas comunes o limitar su uso, puede ser una forma de discriminación por estatus familiar.

Anuncios Ilegales

Es ilegal indicar o sugerir preferencia por hogares sin ninos en las lista de alquileres. Frases como "no niños" o "se prefieren adultos" están estrictamente prohibidos. Si ve un anuncio o letrero ilegal, comuníqueselo al Housing Rights Center. Podemos investigar el asunto con mas detalle para determinar si hay una violación de la vivienda justa.

Exempción de Vivienda Para Personas Mayores

En la mayoría de los casos, las viviendas para personas de la tercera edad están liberados de la protección del estatus familiar. Esto significa que los edificios que son para personas de la tercera edad pueden legalmente negarse a alquilar a familias con niños debido a requisitos de edad. Se aplican algunas restricciones.

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Disability & Fair Housing

Know Your Rights

What is Fair Housing?

Fair Housing means that you have the right to live where you choose without fear of discrimination based on your personal characteristics. The fair housing laws protect you from being treated differently based on your:

Race/Color	**Marital Status**
Religion	**Ancestry**
Gender	**Age**
National Origin	**Income Source**
Familial Status	**Gender Expression/Identity**
Disability	**Genetic Information**
Sexual Orientation	**Other Arbitrary Basis**

Disability Discrimination

Disability discrimination is defined as unfair treatment by a landlord or manager because an individual has a disability. The Fair Housing Act requires housing providers to make reasonable accommodations or modifications for people with disabilities in order to allow them to fully use and enjoy their housing.

Why should I report discrimination?

Discrimination is illegal. Reporting discrimination is the first step to stopping it in your community.

Who should I call to report discrimination?

The Housing Rights Center is under contract with your city to investigate reports of housing discrimination, and provide victims of discrimination with information about their rights, responsibilities, and legal options.

Contact the Housing Rights Center

Toll Free: (800) 477-5977
TTY (Hearing Impaired): (213) 201-0867
Email: info@housingrightscenter.org
Website: www.housingrightscenter.org

Reasonable Accommodations

A **reasonable accommodation** is a change to a house rule, policy, or practice that may be necessary to allow a person with a disability equal opportunity to use and enjoy their housing. This can include waiving a "no-pet" policy for a disabled tenant who must live with a service animal.

Common Reasonable Accommodation Requests

- Allowing a service or support animal in a building with a "no-pet" policy.
- Approving a live-in caregiver.
- Breaking a lease early or extending it past the move-out date.

Reasonable Modifications

A **reasonable modification** is a physical change made to a unit or common area that improves the ability of a person with a disability to use and enjoy their housing. This can include installing a wheelchair ramp or grab bars. In most cases, a tenant is responsible for paying for a reasonable modification.

How Should I Request an Accommodation or Modification?

In Writing — It is best to make your request in writing, if possible, and provide your landlord with a date within which to respond to your request.

With Support — Include a letter from a doctor, therapist, or social worker confirming your disability and your need for the accommodation or modification. The letter doesn't have to disclose what your disability is, it just has to confirm that you have a disability.

Contact HRC — We can request a reasonable accommodation or modification on your behalf for free.

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Discapacidad y Vivienda Justa

Conozca sus derechos

¿Que es Vivenda Justa?

Vivienda justa significa que usted tiene el derecho a vivir donde usted elija sin miedo a la discriminación basada en sus características personales. Las leyes de vivienda justa lo protegen de ser tratado de manera diferente basado en su:

- **Raza/Color**
- **Religion**
- **Genero**
- **Origen Nacional**
- **Estatus Familiar**
- **Discapacidad**
- **Orientacion Sexual**
- **Estado civil**
- **Linaje**
- **Edad**
- **Fuente de Ingreso**
- **Expresión / identidad de género**
- **Informacion genetica**
- **Otra base arbitraria**

Discriminación por Discapacidad

La discriminación por discapacidad se define como un trato injusto por parte de un proprietario o dueño porque una persona tiene una discapacidad. La Ley de Vivienda Justa requiere que los dueños o gerentes hagan adaptaciones o modificaciones razonables para las personas con discapacidades para que puedan usar y disfrutar plenamente de su vivienda.

¿Por qué Debo de Reportar la Discriminación?

La discriminación es ilegal. Reportar la discriminación es el primer paso para detenerlo en su comunidad.

¿A quién debo llamar para reportar la discriminación?

El Housing Rights Center está bajo contrato con su ciudad para investigar los reportes de discriminación en la vivienda, y proporcionar a las víctimas de discriminación información sobre sus derechos, responsabilidades y opciones legales.

Hable al Housing Rights Center

Toll Free: (800) 477-5977
TTY (Hearing Impaired): (213) 201-0867
Email: info@housingrightscenter.org
Website: www.housingrightscenter.org

Acomodaciones Razonables

Una **acomodacion razonable** es un cambio a una regla, políza o práctica de la casa que puede ser necesaria para permitir que una persona con una discapacidad tenga la misma oportunidad de usar y disfrutar de su vivienda. Esto puede incluir la renuncia a una regla de "no-mascotas" para un inquilino discapacitado que debe vivir con un animal de servicio.

Solicitudes Comunes de Acomodaciones Razonables

- Permitir un animal de servicio o de apoyo en en un edificio con una regla de "No mascotas".
- Aprobar a un cuidador en el hogar.
- Romper un contrato de arrendamiento anticipadamente o extenderlo más allá de la fecha de mudanza.

Modificaciones Razonables

Una **modificación razonable** es un cambio físico hecho a una unidad o área común que mejora la capacidad de una persona con una discapacidad de usar y disfrutar de su vivienda. Esto puede incluir la instalación de una rampa de silla de ruedas o barras de agarre. En la mayoría de los casos, el inquilino es responsable de pagar por una modificación razonable.

¿Cómo debo solicitar una acomodacion o modificación?

Por escrito — Es mejor hacer su solicitud por escrito, si es posible, y proporcionar a su arrendador una fecha dentro de la cual responder a su solicitud.

Con apoyo — Incluya una carta de un médico, terapeuta o trabajador social que confirme su discapacidad y su necesidad de acomodacion o modificación. La carta no tiene que revelar cuál es su discapacidad, sólo tiene que confirmar que tiene una discapacidad.

Contácte al HRC - Podemos solicitar una acomodacion o modificación razonable en su nombre gratuitamente.

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Oficina Principal
3255 Wilshire Blvd., Ste. 1150
Los Angeles, CA 90010

Oficina en Pasadena
1020 N. Fair Oaks Avenue
Pasadena, CA 91103

Oficina en Van Nuys
6320 Van Nuys Blvd., Ste. 311
Van Nuys, CA 91401

SELF-HELP LEGAL ACCESS CENTERS **(SHLAC)**

Free legal assistance in filling out answers to evictions and other legal documents.

Pomona Courthouse 400 Civic Center Plaza Room 730, Pomona, CA 91766 Tel: (909) 620-3004 *- WALK-INS ONLY-* Office Hours: Monday- Thursday 8:30am - 12:00pm and 1:30 pm - 4:30 pm Friday 8:30am - 12:00pm Only	**Compton Courthouse** 200 W. Compton Blvd., Room 200F Compton CA 90220 Tel: (310) 603-7177 Office Hours: Monday- Thursday 8:30am - 12:00pm and 1:30 pm - 5:00 pm Friday 8:30am - 12:00pm Only	**Van Nuys Courthouse** 6230 Sylmar Ave. Room 350, Van Nuys, CA 91401 Tel: (818) 374-2208 Office Hours: Monday- Thursday 8:30am - 12:00pm and 1:30 pm - 4:30 pm Friday 8:30am - 12:00pm Only
Long Beach Courthouse 415 W. Ocean Blvd. Room 505, Long Beach, CA 90802 *-WALK-INS ONLY-* Office Hours: Monday- Thursday 8:30am - 12:00pm and 1:30 pm - 4:30 pm Friday 8:30am - 12:00pm Only	**Inglewood Courthouse** 1 East Regent St. Room 107, Inglewood, CA 90301 Tel: (310) 419-5132 *-WALK-INS ONLY-* Office Hours: Monday- Thursday 8:30am - 12:00pm and 1:30 pm - 4:30 pm Friday 9:00am - 12:00pm Only	**San Fernando Courthouse** 900 3rd St., (In Cafeteria) San Fernando, CA 91340 Tel: (818) 898-2401 Office Hours: Monday- Thursday 8:30am - 12:00pm and 1:30 pm - 4:30 pm Friday 8:30am - 12:00pm Only
Los Angeles Courthouse 111 North Hill St Room 426 Los Angeles, CA 90012 Tel: (213) 974-5425 Office Hours: Monday- Thursday 8:00am - 12:00pm and 1:30 pm - 4:00 pm Friday 8:00am - 12:00pm Only	**Torrance Courthouse** 825 Maple Ave., Room 160 Torrance, CA 90503 *-WALK-INS ONLY-* Office Hours: Monday- Thursday 8:30am - 12:00pm and 1:30 pm - 4:30 pm Friday 8:30am - 12:00pm Only	**Santa Monica Courthouse** 1725 Main St. Room 210, Santa Monica, CA 90401 *- WALK-INS ONLY-* Office Hours: Monday- Thursday 8:30am - 12:00pm and 1:30 pm - 4:30 pm Friday 8:30am - 12:00pm Only

LEGAL AID FOUNDATION OF LOS ANGELES (LAFLA) – (800) 399-4529

Provides a comprehensive range of legal services. Assists in filling out answers to eviction cases.

LAFLA Central Office 1550 W. 8th St. Los Angeles, CA 90017 Tel: (213) 640-3881 Office Hours: M-F: 9am – 5pm	LAFLA Long Beach 601 Pacific Avenue Long Beach, CA 90802 Tel: (562) 435-3501 Office Hours: M-F: 9am – 5pm	LAFLA Koreatown Housing Clinic 1102 Crenshaw Blvd. Los Angeles, CA 90019 Tel:(323) 801-7989 Office Hours: Tuesdays 6:30-8:30pm	LAFLA Santa Monica 1640 5th St., Suite 124 Santa Monica, CA 90401 Tel: (310) 899-6200 Office Hours: M-F: 9am – 4pm

NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES (NLSLA)

Free legal services to qualifying residents. Call to schedule an appointment. Tel: (800) 433-6251

NLSLA - El Monte 9354 Telstar Ave., El Monte, CA 91731 Office Hours: Monday – Friday, 9 – 5	**NLSLA - Glendale** 1104 E. Chevy Chase Drive Glendale, CA 91205 Office Hours: Monday – Friday, 9 – 5	**NLSLA - Pacoima** 13327 Van Nuys Boulevard Pacoima, CA 91331 Office Hours: Monday – Friday, 9 – 5

Los Angeles County Department of Consumer Affairs

Offers mediation services, small claims court counseling and investigates real estate fraud

Toll Free: (800) 593-8222 Hearing Impaired (TTY): (213) 626-0913

Los Angeles City Attorney's Office Consumer Protection Unit 200 N. Main St., 800 City Hall EAST Los Angeles, CA 90012 Tel:(213) 978-8070	**Santa Monica City Attorney's Office Consumer Protection Unit** 1685 Main St., 3rd Floor Santa Monica, CA 90401 Tel: (310) 458-8336	**Ventura County District Attorney's Office Consumer Mediation** 800 S. Victoria Ave. Ventura, CA 93009 Tel:(805) 654-3110	**Los Angeles County District Attorney's Office** 210 West Temple Street, Suite 18000 Los Angeles, CA 90012-3210 (213) 974-3512

Tenants' Rights Clinic
Plummer Park Community Center
7377 Santa Monica Blvd
Los Angeles, CA 90046
Office Hours:
Wednesdays 7pm &
Saturdays 10am
(213) 252-4411

Coalition for Economic Survival
514 Shatto Place Suite 270
Los Angeles, California 90020
Tel: (213) 252-4411

Disability Rights California
1-800-776-5746

Los Angeles County Bar Association
Administrative Offices:
1055 West Seventh Street, Suite 2700
Los Angeles, CA 90017
Office Hours: 8:45am to 5:00pm
Monday through Friday.

LAWYER REFERRAL AND INFORMATION SERVICE
(213) 243-1525
CENTER FOR CIVIC MEDIATION
(213) 896-6533
ATTORNEY CLIENT MEDIATION AND ARBITRATION SERVICES (ACMAS)
(213) 896-6426 phone
DOMESTIC VIOLENCE PROJECT
(213) 624-3665

Disability Rights Legal Center
Intake Line:
(213) 736-1334

Eviction Defense Network
Low cost representation
1930 Wilshire Blvd., Ste. 208
Los Angeles, CA
(213) 385-8112
Office Hours:
M-F 9am-4pm

Bet Tzedek Legal Services
3250 Wilshire Blvd.
13th Floor
Los Angeles, CA 90010
Tel: (323) 939-0506
Office Hours: M-F
9:00am – 5:00 pm
-APPOINTMENTS ONLY-

LA Center for Law and Justice
1241 S. Soto St., Suite 102
Los Angeles, CA 90023
Tel: (323) 980-3500
Office Hours: Monday – Friday
8:00am to 5:00pm
-APPOINTMENTS ONLY-

Inner City Law Center
1309 E. Seventh Street
Los Angeles, CA 90021
Tel: (213) 891-2880
Office Hours: M –F 9:00 am to 5:00 pm

Strategic Actions For A Just Economy (SAJE)
152 W. 32nd Street
Los Angeles, CA 90007
Tel: 213-745-9961

Public Counsel
610 S. Ardmore Ave.,
Los Angeles, CA 90005
Tel: (213) 385-2977

LIFT - Los Angeles
1910 Magnolia Ave.
Los Angeles, CA 90007
Phone: (213) 744 – 9468
Provides case management services to assist residents with job placement, housing and education

Jewish Free Loan Association
6505 Wilshire Boulevard, Suite 715, Los Angeles, CA 90048
(323) 761-8830 ext. 100
Provides emergency interest free loans
-APPOINTMENTS ONLY-

HOUSING RIGHTS CENTER (HRC) – (800) 477-5977

Provides FREE landlord-tenant counseling, and investigates cases of **housing discrimination.**

HRC – Los Angeles
3255 Wilshire Blvd Ste. 1150
Los Angeles, CA 90010
Tel: (213) 387-8400
Mon-Fri 8:30am - 5:00pm

HRC - Pasadena
1020 N. Fair Oaks Avenue
Pasadena, CA 91103
Tel: (626) 791-0211
Mon-Fri 8:30am - 5:00pm

HRC – Van Nuys
6320 Van Nuys Blvd.
Van Nuys, CA 91401
Office Hours:
Mon-Fri 8:30am - 5:00pm

Neighborhood Legal Services
Assists homeowners with mortgage rescue
800-433-6251

Inquilinos Unidos
1930 Wilshire Blvd,
Ste. 801
Los Angeles, CA 90057
Tel: (213) 483-7497

Asian Americans Advancing Justice
1145 Wilshire Blvd., 2nd Floor
Los Angeles, CA 90017
Tel: 888.349.9695
Office hours: Monday - Friday, 9 am to 5 pm
-APPOINTMENTS ONLY-

LA Housing Department (HCID) Rent Control Hotline
1-866-557-7368
1200 W. 7th St., 1st Floor
Los Angeles, CA 90017

HCID North
6640 Van Nuys Blvd.
Van Nuys, CA 91405

HCID Central
3550 Wilshire Blvd.,
Suite 1500
Los Angeles, CA 90010
Office Hours
Monday through Friday,
9 am to 4 pm

HCID West
1645 Corinth Ave.,
Suite 104
Los Angeles, CA
90025

HCID South
690 Knox St.,
Suite 125
Torrance, CA 90502

HCID East
2215 N. Broadway
Los Angeles, CA 90031

Mark Ridley-Thomas
Constituent Service Center
8475 S. Vermont Ave., 2nd Floor
Los Angeles, CA 90044

Dealing with Disaster: Your Rights as a Renter

Written by the Housing Rights Center

(800) 477-5977

What is the responsibility of a landlord in the case of a disaster?

If your apartment or house is damaged in a fire or natural disaster, your landlord is still required by law to keep your home safe and livable.

This means that the condition of your home cannot threaten your life, health or safety.

Your landlord is required to make repairs in order to keep your home livable.

You should be provided with the basics, including:

- Hot & cold running water
- Electricity
- Heat
- Plumbing
- Weatherproofing
- Structurally safe and sanitary housing

In most cases, if your home is not livable you are not required to continue living there.

If you signed a long-term lease, you may be able to break it if:

- The repairs cost more than a year's worth of rent
- You did not cause the disaster
- You paid your rent up until the disaster and notified your landlord that you're cancelling the lease

If your home is unlivable, you should talk to the health department to report it.

You should also write your landlord a letter describing the damages to your rental property, and take pictures to document the unsafe or unsanitary living conditions.

What to do if your home is unlivable:

- *Contact the health department and file a report*
- *Take pictures of the damages*
- *Write a letter to your landlord describing your unsafe living conditions*
- *If you have to make repairs yourself or move out temporarily, keep any receipts for money you spent*

Who is responsible for repairs?

Your landlord is responsible for making the necessary repairs to keep your home safe and livable.

The landlord is allowed a reasonable amount of time to make the repairs, anywhere from 5-30 days depending on the severity of the issue.

If your landlord doesn't make the repairs, he or she legally can't require you to pay rent. The health or building and safety departments can help you determine if your home is unlivable, and this could be helpful if your landlord disputes your right to stop paying rent.

If you spend any out-of-pocket money making repairs be sure to keep your receipts.

You may be able to get your money back in a small claims court if you can prove that the landlord was responsible for making the repairs (i.e. the disaster wasn't your fault) and didn't do so in a reasonable amount of time.

However, if you caused the disaster you're responsible for paying for the repairs.

What happens to my security deposit?

If you decide to move, under California law, a landlord must return your security deposit within 21 days after you vacate the rental property.

Be sure to give your landlord a 30-day notice in writing of your intent to vacate. If you don't provide the 30-day notice, he or she may be able to charge you an additional month of rent.

If the landlord takes more than $126 from your deposit, he or she must give you receipts and a statement showing when and why your money was used.

A landlord can only charge you for damages that you caused to the rental property that go beyond normal "wear and tear". You can also be charged for rent you still owe.

As a tenant, you are responsible for returning the rental property to the landlord in the same condition that you had it when you first moved in.

It is normal for furniture, carpets and other features of a rental property to wear down due to normal use over time. However, damages such as broken windows, holes in the wall or damages caused by a fire due to your negligence do not count as "wear and tear."

If you caused the disaster, your landlord can legally deduct money from your security deposit to cover damages.

Is a landlord required to give pro-rated rent back?

If you can't live in your home due to unsafe or unsanitary conditions, the landlord should return some or all of the rent you already paid.

The law makes it illegal for a landlord to collect rent from you if:

(A) An enforcement agency, like the health department, has determined that your home is unlivable;

(B) The enforcement agency sent your landlord a letter saying that repairs are necessary and;

(C) The landlord has not done the repairs within 35 days without having a good reason for the delay.

If rent was paid in advance, for example on the first of the month, and the qualifications above are met (A, B and C), a landlord should in good faith prorate the rent.

If the landlord does not want to return your pro-rated rent, you can file a suit in a small claims court as long as you're not requesting more than $7,500.

Is a landlord required to pay relocation assistance?

If the landlord has to make repairs in order to make your home livable, and if the repairs are ordered by an enforcement agency, like the health department, a landlord may be required to pay relocation benefits to you if you have to move in order for the landlord to make the necessary repairs.

If the repairs are not ordered by an enforcement agency but still require you to move or be out of your home, it is a good business practice for the landlord to either prorate the rent for the timeframe when your home was unlivable, or to provide alternate housing.

If the landlord doesn't offer to give you relocation assistance or provide you with alternative housing, such as moving you temporarily to another home, you can always try to talk to your landlord to see if you can reach an agreement. If multiple tenants are dealing with the same issue, it's a good idea to form a group and work together.

A landlord is required to pay relocation fees if the building falls under rent control in areas such as the City of Los Angeles, Beverly Hills, Santa Monica and West Hollywood. There are certain conditions under which a landlord in these areas is required to pay relocation assistance.

Is a landlord responsible for damages to my belongings?

A tenant always has the option of suing a landlord if their personal belongings were damaged as a result of a disaster. However, if the tenant caused the disaster they will most likely not be able to sue the landlord for damages.

If the disaster was caused, in part, because your landlord didn't respond to your maintenance requests, this could strengthen your argument for reimbursement.

However, the landlord is usually only responsible for keeping the property up to code in accordance with California Civil Code Section 1941.l and is usually not responsible for a tenant's personal belongings.

It is strongly recommended that tenants purchase renters insurance to protect any personal belongings that may be lost in a disaster.

When should you contact legal aid?

A tenant always has the option of contacting legal aid for questions about the law, their rights, or to review documents.

A tenant is encouraged to contact legal aid if they receive an eviction notice (unlawful detainer summons) or other such legal action.

Additionally, many courthouses including Inglewood, Santa Monica, Torrance, Long Beach and Van Nuys, offer self-help legal clinics where tenants can speak with an attorney, paralegal or counselor about their specific housing-related issues or get help with filling out legal forms.

How much time do I have to move out?

If your home is unlivable due to safety or sanitation issues, an enforcement agency, like the health department, will determine if you can continue living in your home and how much time you have to move.

Regardless of the amount of time you have to move, your landlord must get approval from the court to evict you.

A landlord can't take the law into his own hands. A landlord can't remove your furniture and personal belongings from your home, change your locks, or cut off your utilities, such as your water or electricity.

If you receive an eviction notice (unlawful detainer summons) it is important to contact legal aid as soon as possible. You only have 5 days to file a written answer in court, otherwise you will lose by default (forfeit).

Before the landlord files an eviction in court, he must give you a notice in writing letting you know that he wants you to move.

If you have lived at the rental property for *less than a year*, he or she must give you a 30 day notice to vacate. If you have lived at the rental property for *more than a year*, you must be given a 60 day notice to vacate. Subsidized housing and mobile home parks may have to give a longer notice.

In areas under rent control, a landlord can only ask you to move for certain legal reasons. If you live in a rent controlled property, contact your city to file a complaint if you believe his or her reasons are not justified, or if you have questions about your rights.

If you have questions about your rights, HRC can help.

The Housing Rights Center (HRC) is the nation's largest local, nonprofit organization dedicated to fighting housing discrimination.

Since 1968, HRC has identified and addressed the challenges of housing discrimination without interruption, and continues to expand and diversify its services and programs to meet the need and ever changing issue of fair housing.

The fair housing laws protect you from being discriminated against based on your ***race, color, religion, gender, sexual orientation, national origin, familial status, marital status, disability, ancestry, age, source of income, or other characteristics protected by law***.

HRC provides residents within the Los Angeles and Ventura Counties with free
(1) housing discrimination investigation,
(2) fair housing enforcement,
(3) outreach and education, and
(4) landlord-tenant counseling.

Contact Us

Toll Free: (800) 477-5977

TTY: (213) 201-0867

Email HRC:
info@housingrightscenter.org

Los Angeles Office
3255 Wilshire Blvd., Suite 1150
Los Angeles CA 90010
(213) 387-8400

Van Nuys Office
6320 Van Nuys Blvd., Suite 311
Van Nuys, CA 91401

Pasadena Office
1020 N. Fair Oaks Ave.
Pasadena CA 91103
(626) 791-0211

South Los Angeles Office
Contact HRC for office information

Office locations are handicap accessible.

www.housingrightscenter.org

Landlords & Fair Housing

Learn about your rights and responsibilities as a housing provider

HOUSING RIGHTS CENTER
WORKING FOR JUSTICE AND EQUALITY IN HOUSING

HAVE YOU EVER SAID...

"We don't take kids on the second floor."
"We prefer married couples."
"No pets allowed. No exceptions."

IF SO, YOU MAY HAVE VIOLATED THE LAW.

Civil rights laws protect all of us. We have the right to inherit, purchase, lease, sell, hold, or convey real property. As owners or their agents, you have the right to choose the most qualified prospective tenant.

However, considerations such as race, color, religion, gender, national origin, familial status, mental or physical disability, sexual orientation, marital status, ancestry, age, income source, or any other arbitrary basis cannot influence your rental decision.

To protect yourself and your investment, it is important to know and understand your fair housing rights and responsibilities.

Liability for breaking the fair housing laws flows upward. You are liable for any unlawful acts committed by the people you employ, including management companies, managers and contractors. *"I didn't know"* is not a valid defense.

As a property owner or manager you have the right to:

- Screen potential tenants based on their ability to meet objective qualifications.
- Request a complete rental application.
- Require a reasonable monthly income.
- Require tenants to comply with building rules and conditions.

As a property owner or manager, you must:

- Consider all applicants equally.
- Not indicate any preferences when advertising or showing properties.
- Give all applicants accurate, complete occupancy dates and rental terms or conditions and information about other available units.
- Allow reasonable accommodations or modifications for people with disabilities, such as allowing a disabled tenant to have a service animal.
- Refrain from making written or verbal inquiries about an applicant's race, ethnicity, religion, sexual orientation, marital status, familial status or other personal characteristics.

Fair Housing means that people have the right to choose where they live without fear of discrimination based on their personal characteristics.

It's illegal to base your rental decisions on the following protected characteristics:

- Race/Color
- Religion
- Gender
- National Origin
- Familial Status *(*Households with children)*
- Physical or Mental Disability
- Sexual Orientation
- Marital Status
- Ancestry
- Age
- Gender Identity and Gender Expression
- Source of Income
- Arbitrary Reasons
- Or Other Protected Characteristics

CITY OF GLENDALE
JUST CAUSE FOR EVICTION

GMC Chapter 9.30

GENERAL INFORMATION BULLETIN

The Just Cause for Eviction Ordinance addresses the twelve (12) legal reasons for eviction and other issues relating to the termination of a tenancy. The full text of the Ordinance may be found at the City's website: www.ci.Glendale.ca.us.

TWELVE LEGAL REASONS FOR EVICTIONS IN THE CITY OF GLENDALE

A landlord may bring an action to recover possession of a rental unit only upon one of the following grounds:

1. The tenant has failed to pay the rent to which the landlord is entitled.

2. The tenant has violated their lease or rental agreement, and has failed to comply after having been given lawful notice.

3. The tenant is committing or permitting to exist a nuisance or is causing damage to the rental unit or to the property. A nuisance is anything that creates an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the same or adjacent buildings.

4. The tenant is using or permitting a rental unit to be used for any illegal purpose. This includes committing any such acts within a 1,000 feet radius of the boundary line of the property.

5. The person in possession of the rental unit at the end of a lease term is a subtenant not approved by the landlord.

6. The tenant has refused the landlord reasonable access to the unit for the purpose of making repairs or improvements, inspection, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee.

7. The landlord seeks in good faith to recover possession so as to demolish, or perform other work on the building or unit, if: (i) the work costs at least eight times the amount of the monthly rent times the number of rental units being worked on, and (ii) such work makes the unit uninhabitable for more than 30 days. If a landlord is converting the unit to a condominium, separate noticing regulations apply.

8. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by:

a) A resident manager (provided that no alternative vacant unit is available or the building does not have an existing resident manager).

b) The landlord, or the landlord's spouse, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, or parents.

c) Tenants who require case management or counseling as part of the tenancy.

9. The landlord seeks in good faith to recover possession in order to remove the rental unit permanently from rental housing use.

10. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's order to vacate.

11. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a contractual agreement relating to the qualifications of tenancy.

12. The tenant continues to smoke in the rental unit or in common areas where smoking is prohibited. (GMC 8.52.080.)

EXEMPTION

I. When is a rental unit exempt from the Ordinance?

ALL RENTAL UNITS ARE COVERED, EXCEPT:

- Rental units located on a parcel containing two or fewer dwelling units;
- Rooms or accommodations in hotels, etc. which are rented for a period of less than 60 days;
- Section 8 housing and/or other government subsidized units;
- Other limited circumstances.

II. How may a unit become exempt from the Ordinance?

A rental unit is or may become exempt from the Just Cause for Eviction Ordinance if a landlord offers a new or existing tenant in good faith a written lease with a term of one year. If offered a lease, a tenant or a prospective tenant may:

a) Accept the lease in writing. OR

b) Reject the lease in writing, or by failing to sign the lease within 30 days of the offer. In either case, the unit is exempt from the Ordinance.

If the tenant rejects the offer for a written lease with a term of one year, the landlord and tenant may then enter into a written rental agreement that provides for rental terms substantially similar to the lease offered. Every written rental agreement subject to this exemption must provide the following notice in a box above the space for the tenant's signature (in at least 8 point bold faced type):

The rental unit is exempt from Chapter 9.30 of the Glendale Municipal Code, Just Cause Eviction, because of the landlord's offer of a written lease which has a term of one year.

III. What must be stated in a lease?

Under the terms of the Ordinance, if a unit is to become exempt from the Ordinance, a written lease between a landlord and tenant with a term of one year must set the rental rate in the lease.

IV. Can my lease be renewed?

If the landlord wishes to renew the lease, then at least 90 days prior to the expiration of the written lease, the landlord shall offer in good faith a written lease with a minimum term of one year. Within 30 days of the written offer, the tenant must either accept or reject the offer. In either case, the unit is exempt from the Ordinance.

V. What if the landlord doesn't want to renew the lease?

If the landlord wishes to terminate the lease, then at least 90 days prior to the expiration of the written lease, the landlord shall notify the tenant of his intent not to renew. This must be done in writing, separate from the lease.

VI. Who must the landlord inform of his intent to renew or terminate the lease?

Only those individuals who are identified in the lease or those who have been identified as additional tenants in a separate written notice.

VII. What must be on the notice to quit or notice to terminate?

The landlord must set forth the reasons for the termination, with specific facts to permit a determination of the date, place and circumstances concerning the reason.

RELOCATION ASSISTANCE

I. Under what conditions must landlords provide relocation assistance?

A. The following require landlords to provide monetary relocation assistance:

1) When the unit is permanently removed from the rental housing market or requires eviction for demolition.
2) When the unit requires eviction for major rehabilitation.
3) When the landlord evicts for the occupancy of her/himself, spouse, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, or parents, a resident manager, or a tenant who requires case management or counseling as part of the tenancy.
4) When landlord evicts to comply with a governmental agency's Order to Vacate.
5) When they are evicted due to condominium conversion or for commercial use of the property.

II. Are there any exemptions from relocation assistance?

A tenant would not be eligible for relocation:

1) When the tenant received actual written notice prior to entering into a written or oral tenancy agreement that an application to subdivide the property or convert the building to a condominium was on file with or had been approved by the City.
2) If evicting a resident manager to replace him/her with another resident manager.
3) When landlord evicts to comply with a governmental agency's Order to Vacate due to hazardous conditions caused by a natural disaster or an act of God.

4) The tenant receives relocation assistance from another governmental entity and that amount is equal to or greater than the amount provided in the Glendale Just Cause Eviction ordinance.

III. What is the relocation amount?

The Landlord shall pay a relocation fee in the amount of two (2) times the amount of the current fair market rent as established by HUD for a rental unit of similar size, PLUS $1,000. Additional exceptions may apply. See the City website (www.ci.Glendale.ca.us) for the current HUD fair market rent rates.

IV. How shall payment be made?

A. 1) The entire fee shall be paid to a tenant who is the only tenant in a rental unit.
2) If a rental unit is occupied by two or more tenants, each tenant shall be paid a pro-rata share of the fee.

B. 1) Payment shall be made within fifteen (15) days of service of a written notice of termination; however,
2) The landlord may, at the landlord's sole discretion and at the landlord's cost, deposit the relocation amount with his attorney or establish an escrow account for the tenant(s) in lieu of the payment described in B (1) above to be disbursed to the tenant upon certification of vacation.

RETALIATION

I. What's retaliation?

Retaliation occurs when a landlord, with the intent to retaliate against the tenant as a result of the tenant's assertion or exercise of rights under the law or the tenant's request or demand for or participation in mediation, arbitration, or litigation, does one of the following:

- threatens to evict or evicts a tenant
- causes the tenant to involuntarily move from a rental unit
- serves any notice to quit or notice of termination of tenancy
- decreases any services or increases the rent

The landlord's retaliatory action must be within 180 days of the tenant's assertion or exercise of his/her rights.

II. What are the penalties if the landlord has retaliatory intent?

The tenant may assert retaliatory eviction as a defense. Retaliatory eviction may be punishable by: (1) a fine not exceeding $250.00 for the first violation; (2) a fine not exceeding $500.00 for the second violation; and (3) as a misdemeanor by a fine not exceeding $500.00 or imprisonment for a term not exceeding 6 months.

Additional resources:
Housing Rights Center – 626-791-0211 or 1-800-477-5977
Neighborhood Legal Services – 1-800-433-6251

Last amended October 14, 2008