

BEST RENTER PRACTICES AND LEGAL ASSISTANCE

Protect yourself and know when and where to seek help!

BEST PRACTICES

Keep good records of the condition of your rental unit when you move in, move out, and throughout your tenancy. Best practices include:

Take
pictures
and write
it down!

- When you move in, **take a walk-through of your unit** with your landlord. If your landlord refuses to participate, conduct a walk-through yourself. Record all issues with photos and written notes.
- **Document any damages.** Note the date and condition of the problem.
- **Communicate all issues with your landlord and keep the records.** Get written acknowledgement of known problems (or promises to fix them) and pay attention to changes

WHEN TO SEEK ASSISTANCE

If you think there is a problem with your unit, seek legal assistance. Instances where seeking advice is strongly encouraged include:

- If you are threatened with eviction, or during the eviction process.
- When asked to sign a new lease with different terms than your existing lease, especially with a large rent increase.
- When problems with your unit go unaddressed for a long time, especially threats to health and safety.



LEGAL ASSISTANCE RESOURCES

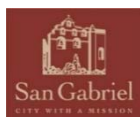
Legal assistance resources are available locally in San Gabriel and throughout LA County, including:



San Gabriel Valley Lawyer Referral Service – sgvba.org | (626) 966-5530

Legal Aid Foundation of Los Angeles – lafla.org | (800) 399-4529

Neighborhood Legal Services of Los Angeles County – nlsa.org | (800) 433-6251



Visit sangabrielcity.com/836/Housing
for additional information!

TENANT EVICTIONS

Learn your rights in the eviction process and the difference between at-fault and no-fault evictions!

WHEN YOU CAN (AND CANNOT) GET EVICTED

- Eligible renters are protected from unfair rent increases and unjust evictions (check your eligibility at tenantprotections.org). **Your landlord must have a valid reason for evicting you.**
- **“At fault” evictions** are still legal. Reasons for “at fault” eviction include, but not limited to:
 - Failure to pay rent
 - Failure to sign a renewing lease with similar terms
 - Criminal activity, criminal threats towards a
 - Refusal to let a landlord enter your unit for health or safety issues after 24-hours’ notice
 - Subletting your unit in violation of the lease
- **“No fault just cause” evictions** are the only legal reason you may be evicted *if you are eligible according to tenantprotections.org* and include:
 - The landlord intends to move themselves or a relative into the unit
 - Withdrawal of the unit from the rental market
 - When a City or County agency requires the unit to be vacated due to poor conditions
 - The landlord intends to demolish or “substantially remodel” the unit
 - “Substantial” means the landlord must intend to replace or substantially change structural, electrical, plumbing, or mechanical systems that cannot be completed in a safe manner without the tenant vacating the unit for more than 30 days.
- For an “at fault” eviction, **your landlord must provide a 3-day written notice of opportunity** to correct the reason for eviction before moving forward with the eviction process. Then, landlords must provide written “Notice to Quit” (move out) within 60 days (tenancy for 1 year or more), or 30 days (if for less than a year).
- Your landlord may not buy you out of your lease by offering you money to end your lease. Do not take “cash for keys”!



RESPONDING TO AN EVICTION NOTICE

When responding to an eviction notice, tenants have multiple options. In any case, it is best to consult an attorney or other legal assistance before acting to protect yourself from legal consequences.



- **Determine if the eviction notice is legal.** Was enough notice provided? Does the reason for eviction fall under “**just cause**” requirements?
- Negotiate a solution with the landlord. You can use a mediation program or negotiate a solution yourself.
- Allow the landlord to file an eviction lawsuit. Then, **seek legal assistance.**
- **Comply** with the notice. Move out within the specified time window.



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HOUSING REPAIRS AND REPORTING VIOLATIONS

All California tenants have a legal right to rental property that is “habitable”— meaning it meets basic structural, health, and safety standards. If a landlord fails to take care of important maintenance and repair damages, there are steps you can take!

HABITABLE CONDITIONS

Units are not habitable if they lack any of the following:

- Floors, walls, ceilings, and foundations with no holes or leaks (weatherproof and waterproof)
- Gas, heat, electric utilities that function safely
- Hot and cold running water, with at least one working toilet, sink, and tub/shower
- Areas under the landlord’s control are clean and free of vermin; fire exits to hallways or the street are safe
- Floors, stairways, and railings which are sturdy and safe
- Smoke detectors, carbon monoxide detectors, and replacement batteries
- No mold or mildew, and proper light and ventilation to prevent it
- Deadbolt locks on doors that enter into your unit (except for sliding doors), doors/gates that connect common areas, and “regular” locks on easily accessible windows
- “Reasonable precautions” taken to prevent crime – if exterior lighting, security cameras, or fences are already there, they must be properly maintained



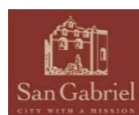
NOTIFYING LANDLORDS OF DAMAGES

Tenants must give landlords notice of any issues. Written communication is best. Without repair after 30-day notice (or less for serious issues), tenants have several options. It is best to employ legal assistance before taking action to protect yourself from eviction.

1. **Call Attention** – Contact the City of San Gabriel’s Neighborhood Improvement Services Division at (626) 308-2806 or at sangabrielcity.com/316/Neighborhood-Improvement-Services. Ask neighbors if they would also like to participate.



2. **Repair and Deduct** – After a reasonable amount of time, you may make the repairs your landlord fails to make yourself and deduct the cost from the rent. *Be sure you’re ready to risk your tenancy* – this option is legal, but risky. Work with your landlord or the City if you can.
3. **Move Out** – If your home remains *uninhabitable*, you have the right to move out; your landlord has effectively broken the lease.
4. **Take Legal Action** – Tenants can sue landlords for damages in small claims court or file a civil action in Superior Court. It is important you have clear, documented evidence of the problem(s) and your efforts to contact the landlord in writing each step of the way.



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