



Fair Housing Information Pamphlet

(Includes Landlord/Tenant Information)



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Economic Development Department

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Introduction

This Fair Housing Information Guide is intended to provide general information to the public about fair housing laws and practices, and landlord/tenant issues. It is divided into three sections. The first section, Housing and Discrimination, explains the Fair Housing Act. The second section about predatory lending summarizes information provided by the federal Department of Housing and Urban Development (HUD) on how to recognize and what to do to avoid predatory lending practices when purchasing a home. The third section, Landlord/ Tenant Information, provides information for both landlords and tenants regarding the rights and responsibilities of both parties. The Information Guide also includes the City's Affirmative Marketing Policies and Procedures for Home Assisted Residential Units

While the information in this guide is provided to help individuals avoid or resolve conflicts in the area of housing, the information contained herein is not and cannot be a substitute for legal advice about a specific problem that you may be encountering. For a legal opinion concerning a specific problem that you may be having, please consult an attorney.

The City of Santa Cruz Economic Development and Redevelopment Department Housing and Community Development Division prepared this summary as a service to the community. Additional copies may be obtained by contacting our office at (831) 420-5108.

Section I - Housing Discrimination

What Fair Housing Laws Apply in California?

Federal Fair Housing Act: Title VIII of the Civil Rights Act of 1968, with the Fair Housing Amendments Act of 1988, is called the Fair Housing Act. The Department of Housing and Urban Development (HUD) is the federal agency that administers and enforces the Act. The Fair Housing Act prohibits discrimination based on race, color, religion, national origin, sex, handicap and familial status (including children under the age of 18 living with parents or legal custodians, pregnant women and people securing custody of children under 18). The Act deals with the sale, rental or financing of housing, as well as any advertisements or statements with respect to housing. Federal law covers residential property and vacant land intended for residential use. The law generally excludes the following types of property:

- Rentals in buildings having up to four units when the owner lives in one of the units.
- Single-family housing if: 1) the owner does not own more than three such single-family homes; 2) the homes are sold or rented without the use of any rental or real estate agent; and 3) there is no discriminatory advertising.

- Housing operated by religious organizations and private clubs, which may give preference to or limit occupancy to members.
- For limited familial status such as certain housing operated for seniors 55 or 62 and older, with specific other requirements to meet the qualifications of the exemption.

While the Fair Housing Act is the law most frequently cited federal law, the federal government has a number of other laws and executive orders addressing the issue. The more prominent of these are summarized at the following link: [Federal Fair Housing Law Summary](#).

California Fair Employment and Housing Act (“FEHA”): California Government Code Section 12900, et seq. is administered and enforced by the California Department of Fair Employment and Housing (“DFEH”). Under FEHA the State also prohibits discrimination based on age, gender, marital status, sexual orientation, medical condition, arbitrary characteristics, and source of income. In California, federal and state law protects these characteristics and those identified in the Fair Housing Act against discrimination. More information can be found through the following link: <http://www.fehc.ca.gov/act/default.asp>.

Unruh Civil Rights Act (“Unruh Act”): California Civil Code Section 51. California Anti-Discrimination Act of 1957, Housing Practices, makes it unlawful to discriminate against any individual on the basis of a disability. The California Supreme Court has held that protections under the Unruh Act are not necessarily restricted to the characteristics protected by the Fair Housing Act or FEHA. The Unruh Act is meant to cover all arbitrary and intentional discrimination on the bases of personal characteristics. Under the Unruh Act individuals may obtain civil remedies. The following link provides additional information: <http://www.dfeh.ca.gov/DFEH/Publications/statLaws.aspx>

Fair Housing Legal Framework

The federal Fair Housing Act of 1968 and the Fair Housing Amendments Act of 1988 (42 U.S. Code §§ 3601-3619, 3631) are federal fair housing laws that prohibit discrimination in all aspects of housing, such as the sale, rental, lease or negotiation for real property. The Fair Housing Act prohibits discrimination based on race, color, religion, sex and national origin.

In 1988, the Fair Housing Act was amended to extend protection to familial status and people with disabilities (mental or physical). In addition, the Amendments Act provides for “reasonable accommodations,” allowing structural modifications for persons with disabilities, if requested, at their own expense, for multi-family dwellings to accommodate the physically disabled.

The California Department of Fair Employment and Housing (DFEH) enforces California laws that provide protection and monetary relief to victims of unlawful housing practices. The Fair Employment and Housing Act (FEHA; Part 2.8 of the California Government Code, Sections 12900-12996) prohibits discrimination and harassment in housing practices.

The Unruh Act (California Government Code Section 51) protects Californians from discrimination in public accommodations and requires equal access to the accommodations. The Unruh Act provides broad protection and has been held by the courts to prohibit any arbitrary discrimination on the basis of personal characteristics or traits, and applies to a range of types of housing.

The Ralph Civil Rights Act (California Civil Code Section 51.7) prohibits violence and threats of violence and specifies that housing situations are protected under this Act, including houses, apartments, hotels, boarding housing and condominiums. Violators of the Ralph Act can be sued for actual or emotional damages, in addition to civil penalties.

The Bane Civil Rights Act (California Civil Code Section 52.1) provides another layer of protection for fair housing choice by protecting all people in California from interference by force or threat of force with an individual's constitutional or statutory rights, including a right to equal access to housing. The Bane Act also includes criminal penalties for hate crimes. However, convictions under the act are not allowed for speech alone unless that speech itself threatened violence.

In addition to these acts, California Government Code Sections 111135, 65008 and 65589.5 prohibit discrimination in programs funded by the state and in any land-use decisions.¹

1 Under the Fair Housing Act, a person with a disability has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment. This does not include current, illegal use of, or addiction to, a controlled substance.

2 The protected class of "familial status" protects households with children under age 18. These protections also apply to any person who is or plans to become pregnant. Note, familial status is defined in terms of the presence or expected presence of children and does not include marital status or sexual orientation.

What Practices are Prohibited by these Laws

In the sale and rental of housing, it is illegal to take any of the following actions based on the protected characteristics noted above.

- Refusing to rent or sell housing.
- Refusing to negotiate for housing.
- Making housing unavailable or deny that housing is available.
- Imposing different terms, conditions or privileges for sale or rental of a dwelling.
- Providing different housing services or facilities.

- Stating that housing is not available for inspection, sale or rental when it is available.
- For profit, persuading owners to sell or rent (blockbusting) by implying that people of another protected class are moving into the neighborhood.

In addition it is illegal for anyone to:

- Advertise or make a statement that indicates a limitation or preference based characteristics protected by the federal Fair Housing Act or California FEHA. This applies to single family and owner-occupied housing that is otherwise exempt.
- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right.

Mortgage lenders are prohibited from taking any of the following actions based on characteristics protected by federal Fair Housing Act and California FEHA:

- Refusing to make a mortgage loan.
- Refusing to provide information regarding loans.
- Imposing different terms or conditions on a loan, such as different interest rates, points or fees.
- Discriminating in appraising property.
- Refusing to purchase a loan.
- Setting different terms or conditions for purchasing a loan.

What if You Have a Disability

Do California's laws define "disability" the same way as the Federal statutes? No -- California's anti-discrimination laws provide additional protections beyond the federal American with Disabilities Act (ADA). ADA defines disability as physical and mental impairments that substantially limit one or more of the major life activities. FEHA is broader, defining disability as physical and mental impairments that limit one or more of the major life activities, but the limitation does not have to be substantial. Working is considered a major life activity under FEHA. The Unruh Act, which provides protection from discrimination by housing and public accommodations, mirrors the FEHA definition of disability.

Under California law people with alcohol or drug problems may be considered as having a disability and would be protected from discrimination. But mental and physical disability excludes disorders resulting from the current unlawful use of controlled substances or other drugs. Also, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

Both federal and California law have three definitions of discrimination, which apply only to people with disabilities. They are:

- Refusing to make reasonable accommodations in rules, policies, practices or services when the accommodation is necessary to allow the person the opportunity for full use and enjoyment of the premises.

- Refusing to allow a person with a handicap/disability to make any reasonable modifications in the housing, at that person's own expense, if the modification is necessary for their full enjoyment of the premises.
- Designing or constructing new multi-family dwellings for first occupancy (after March 13, 1991) which do not have handicap features prescribed in the statutes.

Accommodation must be made and modifications should be allowed unless it is an undue financial and administrative burden or it changes the fundamental nature of the program. Under the federal and California Fair Housing Acts, the resident needing the modification must pay for it, but recipients of federal funds are subject to the 1973 Rehabilitation Act, which may make some modifications the responsibility of the owner.

Where Do You Go For Help?

If you suspect that you are the victim of housing discrimination:

1. Record your experience. Write down names of individuals, companies, addresses, phone numbers, dates, times and witnesses involved.
2. Make notes of conversations or incidents that might indicate discrimination.
3. Keep copies of advertising, letters or other relevant information.
4. If you know a person of the opposite sex, or a different race, etc. who received a different answer than you did, make a note of their name and address.

To file a complaint you may contact one or both of the agencies listed below. These agencies will investigate your complaint and take the appropriate action. A complaint must be filed within one year of the alleged act of discrimination.

- **The US Department of Housing and Urban Development (HUD:** HUD is the federal agency responsible for administering the Fair Housing Act. Within HUD, the Office of Fair Housing and Equal Opportunity is the office that receives complaints. To file a complaint, contact the regional HUD Fair Housing and Equal Opportunity Office in San Francisco at 1-800 347-3739 or you may call HUD's Housing Discrimination Hotline at 1-800-669-9777. You can also download the discrimination complaint form and instructions from the following website, http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12150.pdf." HUD will investigate the complaint at no charge to you. If you are hearing or speech impaired, you can reach HUD Fair Housing through the TTY service (800) 927-9275.
- **The California Department of Fair Employment and Housing (DFEH)** The DFEH receives and investigates housing discrimination complaints for the State. To file a complaint of housing discrimination, call 1-800-884-1684 or to access a video phone for the deaf call 1-916-226-5285. If the matter falls within the Department's jurisdiction, you, or the person you represent, is sent a [questionnaire](#) to complete and return to DFEH. Once the completed questionnaire has been received, DFEH will contact you and arrange a telephone interview. If the Department has jurisdiction, a

formal complaint will be prepared and mailed to you for signature. The DFEH does not accept complaints filed for investigation by mail.

If a person has already filed a complaint with HUD they can also file with the DFEH. However, when a complaint has been filed with HUD, in most instances, HUD will send the complaint to DFEH for investigation this may occur anyway. Similarly, if a complaint is filed with DFEH and is jurisdictional with HUD, it will also be filed with HUD. That said, filing the complaint with both agencies may ensure a second level of review.

For local information you may contact the Santa Cruz County District Attorney's Office, Tenant/Landlord Rights at 831-454-2233. If you are part of a low income household you may also contact the following organizations for information and/or assistance:

California Rural Legal Assistance

- Fair Housing - 831-458-1089
<http://www.crla.org/node/36>

Senior Citizens Legal Services

- Fair Housing - 831-426-8824
<http://seniorlegal.org/>

Lawyer's Referral Service

- Legal consultation (\$40 for ½ hour)
831-425-4755
<http://www.lawyerreferralsantacruz.org/>

City Policies on Fair Housing

The City policies prohibiting discrimination in housing and real estate transactions can be found in the City's Anti-Discrimination Ordinance, under [Section 9.83.040](#) of the Santa Cruz Municipal Code. Additionally, the City has an [Analysis of Impediments to Fair Housing Choice](#) (AI) which is updated every five years. In this report the City assesses the status of fair housing, identifies any potential problems, and develops a course of action to eliminate any fair housing issues in the City. The AI provides an overview of the laws, regulations, conditions or other possible obstacles that may affect access to housing in Santa Cruz.

The City of Santa Cruz also has an Affirmative Marketing Policies & Procedures for Home-Assisted Housing Units to ensure housing developments that are assisted with federal funding reach out to tenants and homebuyers that may be discriminated against. This report can be found at the end of this Pamphlet as Attachment 1.

Section 2: Predatory Lending

According to the Department of Housing and Urban Development (HUD), our nation has made enormous progress in expanding access to capital for previously under-served borrowers over the last several years. Every year, misinformed homebuyers, often first-

time purchasers or seniors, become victims of predatory lending or loan fraud. In communities across America, people are losing their homes and their investments because of a growing incidence of abusive practices in a segment of the mortgage lending market. Predatory mortgage lending practices strip borrowers of home equity and threaten them with foreclosure. These predatory practices can devastate your economic security and destabilize your community.

HUD provides the following information about predatory lending.

What is Predatory Lending?

In communities across America, people are losing their homes and their investments because of predatory lenders, appraisers, mortgage brokers and home improvement contractors who:

- Sell properties for much more than they are worth using false appraisals.
- Encourage borrowers to lie about their income, expenses, or cash available for downpayments in order to get a loan.
- Knowingly lend more money than a borrower can afford to repay.
- Charge high interest rates to borrowers based on their race or national origin and not on their credit history.
- Charge fees for unnecessary or nonexistent products and services.
- Pressure borrowers to accept higher-risk loans such as balloon loans, interest only payments, and steep pre-payment penalties.
- Target vulnerable borrowers to cash-out refinance offers when they know borrowers are in need of cash due to medical, unemployment or debt problems.
- Strip homeowners' equity from their homes by convincing them to refinance again and again when there is no benefit to the borrower.
- Use high pressure sales tactics to sell home improvements and then finance them at high interest rates.

What Tactics Do Predators Use?

According to HUD, predatory lenders use the following tactics:

- A lender or investor tells you that they are your only chance of getting a loan or owning a home. You should be able to shop around and compare prices and houses.
- The house you are buying costs a lot more than other homes in the neighborhood, but isn't any bigger or better.
- You are asked to sign a sales contract or loan documents that have blank lines or that contain information which is not true.
- You are told that the Federal Housing Administration insurance protects you against property defects or loan fraud - it does not.
- The cost or loan terms at closing are not what you agreed to.

- You are told that refinancing can solve your credit or money problems.
- You are told that you can only get a good deal on a home improvement if you finance it with a particular lender.

What are Some Tips on Buying and Financing a Home?

Buying or refinancing your home may be one of the most important and complex financial decisions you'll ever make. Many lenders, appraisers, and real estate professionals stand ready to help you get a nice home and a great loan. However, you need to understand the home buying process to be a smart consumer. The Department of Housing and Urban Development is committed to helping you to be a smart consumer. To find a housing counselor near you, call (800) 569-4287 or go to HUD's housing counselors list online at www.hud.gov.

HUD recommends eleven tips on being a smart consumer:

1. Before you buy a home, attend a homeownership education course offered by a HUD-approved, non-profit counseling agency.
2. Interview several real estate professionals (agents), and ask for and check references before you select one to help you buy or sell a home.
3. Get information about the prices of other homes in the neighborhood. Don't be fooled into paying too much.
4. Hire a properly qualified and licensed home inspector to carefully inspect the property before you are obligated to buy. Determine whether you or the seller is going to be responsible for paying for the repairs. If you have to pay for the repairs, determine whether or not you can afford to make them.
5. Shop for a lender and compare costs. Be suspicious if anyone tries to steer you to just one lender.
6. Do not let anyone persuade you to make a false statement on your loan application, such as overstating your income, the source of your downpayment, failing to disclose the nature and amount of your debts, or even how long you have been employed. When you apply for a mortgage loan, every piece of information that you submit must be accurate and complete. Lying on a mortgage application is fraud and may result in criminal penalties.
7. Do not let anyone convince you to borrow more money than you know you can afford to repay. If you get behind on your payments, you risk losing your house and all of the money you put into your property.
8. Never sign a blank document or a document containing blanks. If information is inserted by someone else after you have signed, you may still be bound to the terms of the contract. Insert "N/A" (i.e., not applicable) or cross through any blanks.
9. Read everything carefully and ask questions. Do not sign anything that you don't understand. Before signing, have your contract and loan agreement reviewed by an attorney skilled in real estate law, consult with a trusted real estate professional or ask for help from a housing counselor with a HUD-approved agency. If you cannot afford an attorney, take your documents to the HUD-approved housing counseling agency near you to find out if they will review the documents or can refer you to an attorney who will help you for free or at low cost.
10. Be suspicious when the cost of a home improvement goes up if you don't accept the contractor's financing.

11. Be honest about your intention to occupy the house. Stating that you plan to live there when, in fact, you are not (because you intend to rent the house to someone else or fix it up and resell it) violates federal law and is a crime.

For more information on Predatory Lending, consult the website for the Department of Housing and Urban Development: www.hud.gov or specifically www.hud.gov:80/offices/hsg/sfh/buying/loanfraud.cfm

Section III – Landlord /Tenant Rights Information

The following information has been compiled to help landlords and tenants avoid or resolve rental-housing disagreements and to minimize or prevent disputes and misunderstandings which may disrupt the smooth transaction of business between the landlord and tenant. The following topics cover many of the questions and problems that tenants and landlords encounter and provide information regarding the responsibilities of both parties. This information is not and cannot be a substitute for legal advice from attorneys or other qualified advisors about a specific problem that you as a landlord or a tenant may be encountering.

If you have questions about your legal rights, consult an attorney. If you can't afford legal counsel and you qualify financially, contact California Rural Legal Assistance (CRLA) at 831-458-1089.

The Lease Application Process

Before agreeing to rent a unit to a potential tenant, a prospective landlord will require the prospective tenant to complete a rental application. The purpose of this application process is to verify certain information about you that will help the landlord determine if you will be a responsible tenant. Some of the information verified by your application includes:

- credit history.
- income and employment.
- rental history.

The tenant should carefully read the application before completing it. Most landlords charge a fee to cover the costs of verifying your information. Such fees are usually non-refundable. Before you pay the application fee, ask the landlord if the application fee will be refunded to you if he or she rents to someone else. Ask for a written copy of the refund policy.

At the time of application, some landlords require a portion of or the entire security deposit. Ask the landlord if your deposit will be returned to you if your application is not accepted. Also ask the landlord if you must forfeit your deposit if you change your mind about renting the unit after they approve your application.

Lease applications should not ask questions pertaining to the following: race, color, sex, religion, national origin, disability, ancestry, marital status, creed, or the number of children in your household. Additionally under California law, age, the application should not ask about sexual orientation or medical conditions. Applications generally require only one or two business days to process. Each adult tenant should complete an application. Make sure you receive a copy.

The Lease

A lease is a written agreement that sets the foundation of the landlord-tenant relationship. The lease should protect the interests of both the landlord and the tenant. Leases can be set for any length of time, but generally run for six months to a year. If there is no specific length of time in the written lease agreement, the tenancy is considered to be a month-to-month tenancy.

During the term of a lease, changes cannot be made to the lease unless both parties agree to do so. The tenant should not sign the lease if there is anything in it that the tenant does not understand. Do not sign the lease until all parties understand every statement in the lease.

Every issue that might arise between tenant or landlord should be written in the lease. Once the lease is signed, both parties are legally bound to it. To protect both the tenant and the landlord, make sure any agreements made that are not part of the original lease be put in writing no matter how much the two parties trust each other. If anything goes wrong in the future, most court judges will not even let oral agreements be presented in court. The lease should include items such as:

- The monthly rent amount.
- The date rent is due, grace period (if any) and late payment fee.
- Who pays which utilities.
- The security deposit amount and refund policy. (A rental agreement can *never* state that a security deposit is nonrefundable.)
- Who is responsible for repairs within the unit.
- The lease may also contain provisions relating to subletting, yard maintenance, trash removal and pets.

The Security Deposit

A security deposit, often called a damage deposit, is the payment of money by a tenant to a landlord to cover damages (including cleaning) of a rental unit caused by the tenant or the tenant's guests. By definition, a security deposit is refundable if certain obligations are met. The obligations should be spelled out in the lease along with items that may be deducted from the deposit. The lease should also state who is holding the deposit.

Tenants should review the lease carefully to see if it contains cleaning charges, carpet cleaning and re-renting charges. Generally, if the tenant agrees to these and other charges in the lease, they can be deducted from the security deposit. (Note: A pet deposit is generally a separate deposit, which may or may not be refundable.)

A landlord cannot keep the security deposit to cover normal wear and tear. California law specifically allows the landlord to use a tenant's security deposit for unpaid rent, cleaning the rental unit, repair of damages (other than normal wear and tear caused by the tenant), and if the lease or rental agreement allows it, for the cost of restoring or replacing furniture, furnishings, or other items of personal property (including keys), other than because of normal wear and tear.

Under California law, within 21 calendar days after a tenant moves a landlord must either fully refund a security deposit, or mail or personally deliver an itemized statement and receipts to the tenant that lists the amounts of any deductions from the security deposit and reasons for the deductions, together with a refund of any amounts not deducted.

The landlord is allowed to make a good faith estimate of charges and include the estimate in the itemized statement in two situations: (1) the repair is being done by the landlord and cannot reasonably be completed within the 21 days, or (2) services or materials are being supplied by another and the landlord does not have the invoice or receipt within the 21 days. In either situation, the landlord may deduct the estimated amount from your security deposit. Within 14 calendar days after completing the repairs or receiving the invoice or receipt, the landlord must send a correct itemized statement with invoices and receipts and any refund.

The landlord is not required to send copies of invoices or receipts, or a good faith estimate, if the repairs or cleaning cost less than \$126 or if the tenant has waived their right to receive them. In either of these cases the landlord still must send an itemized statement along with a refund of any amounts not deducted from the security deposit.

Moving In

When moving into a rental unit, it is very important for the landlord and the tenant to examine the condition of the rental unit:

- Make a written list of all existing damage. Both landlord and tenant should sign the list.
- The tenant should take pictures of any existing damage at the time of move in. A set of dated prints with time and date could be given to the landlord.
- The tenant may want to create a file in which they keep copies of the lease, move-in inspection report, monthly rental receipts, correspondence to and from the landlord and other information that pertains to the rental of the unit.

Rent Increases

Whether your landlord can raise your rent depends on whether you have a lease or a rental agreement, and what it says. Landlords can charge their tenants whatever the market will bear. Additionally, there are no limitations on the frequency of rent increases or the amount of an increase if the landlord notifies the tenant within the proper time limits. The landlord must give you at least 30 days' advance notice if the rent increase is 10 percent (or less) or at least 60 days' advance notice if the rent increase is greater than 10 percent. Tenants who sign leases for a specific period of time cannot have their rent raised until the end of the lease period. Tenants without a written lease are considered to be living in a month-to-month tenancy. With or without a written lease:

- A landlord's notice of rent increase must be in writing.
- Landlords are not required to increase services or promise anything more in order to raise the rent.
- If the tenant is unable to negotiate with the landlord regarding the rent increase and is not willing to pay the new rent, the tenant must move elsewhere, either when the current lease expires or for a month to month tenant, when the new rent would go into effect.

Late Fees

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

Utilities

The cost of utilities for the rental unit can be paid by either landlord or tenant. The lease must state which party is responsible for paying which utilities. Usually, but not always, the tenant pays the gas and electric costs for their unit and the landlord pays the water, sewer and trash. However, if you are leasing a house you will probably be required to pay all utilities.

When the utilities are the tenant's responsibility, they will have to contact the utility provider to have services turned on in their name. When a tenant moves and has been paying the cost of utilities for his/her unit to the utility provider, it is the responsibility of the tenant to notify the utility provider of the move out date so that a final meter reading can be done.

Maintenance and Repairs

The tenant/landlord lease should clearly state who is responsible for repair and maintenance. Minor items like burned out light bulbs and clogged drains are usually the tenant's responsibility. Also, the tenant is responsible for repairing or paying for the repair of anything the tenant or tenant's guest damages in the unit or property. Changing smoke detector batteries at least once a year may be done by the landlord or tenant. In Santa Cruz, it is the landlord's responsibility to make any repairs necessary to meet the City's minimum housing standards, which include:

- All sinks must have hot and cold running water.
- All electrical outlets must be safe to use.
- The units must be safe, for example, with no loose stairs or railings.
- Adequate heat must be provided along with a means of ventilation.

If the tenant believes that the residential unit does not meet minimum standards for structural safety, and the landlord has not made necessary repairs, or refuses to make repairs the tenant should contact the City of Santa Cruz Code Compliance Office at 831-420-5100. A Code Enforcement officer will assess the damaged condition and contact the landlord. Most violations are abated within 30 days. If the tenant refuses to pay rent because the repairs have not been made, the landlord could begin eviction actions. To avoid risking the landlord's eviction actions, the tenant should pay rent in full.

Landlord's Right to Enter and Tenant's Right to Privacy

California law states that a landlord can enter a rental unit only for the following reasons:

- In an emergency.
- When the tenant has moved out or has abandoned the rental unit.
- To make necessary or agreed-upon repairs, decorations, alterations, or other improvements.
- To show the rental unit to prospective tenants, purchasers, or lenders, to provide entry to contractors or workers who are to perform work on the unit, or to conduct an initial inspection before the end of the tenancy, or other inspections as specified in the lease.
- If a court order permits the landlord to enter.
- If the tenant has a waterbed, to inspect the installation of the waterbed when the installation has been completed, and periodically after that to assure that the installation meets the law's requirements.

The landlord or the landlord's agent must give the tenant reasonable advance notice in writing before entering the unit, and can enter only during normal business hours. The law considers 24 hours' advance written notice to be reasonable in most situations. The notice must state the date, approximate time and purpose of entry. However, advance written notice is not required under any of the following circumstances:

- To respond to an emergency.

- The tenant has moved out or has abandoned the rental unit.
- The tenant is present and consents to the entry at the time of entry.
- The tenant and landlord have agreed that the landlord will make repairs or supply services, and have agreed orally that the landlord may enter to make the repairs or supply the services. The agreement must include the date and approximate time of entry, which must be within one week of the oral agreement.

Lockouts

A lockout is an action taken by the landlord to deny the tenant access to the rented premises with the intent of terminating the tenancy. Lockouts include such actions as changing the locks, installing a padlock, or turning off the utilities. Lockouts and all other self-help eviction remedies are illegal in California. By placing a lock on a door, the landlord has denied the tenant access to their personal property. Without a court order, a landlord cannot lockout a tenant for any reason.

If a tenant has been locked out, the tenant should contact an attorney, appropriate community agency or legal services immediately.

Evictions

On occasion, a landlord may deem it necessary to evict a tenant from the residential unit. To do so, the landlord must follow specific legal procedures. It is never legal for a landlord to evict a tenant without a court order; and any lockout action on the landlord's part that prevents a tenant's access to personal property is illegal.

There are three main reasons a landlord might evict the tenant:

- Non-payment of the rent.
- A lease violation.
- Notice to quit at the end of the lease term.

Non-payment of the rent: When the tenant has not paid the rent in full according to the lease agreement, the landlord may begin a legal procedure for eviction, otherwise known as a demand for payment or possession. The landlord must first give the tenant written notice demanding that the tenant either pay the rent or move out within three days. If the tenant doesn't make the payment or voluntarily move out after the landlord has properly given the required notice to the tenant, the landlord can evict the tenant. In order to evict the tenant, the landlord must file an unlawful detainer lawsuit in superior court.

The tenant may contest the eviction if the tenant thinks there are legal grounds by filing an answer on or before the time set by the court. Normally, a judge will hear and decide the case within 20 days after a request to set the case for trial has been filed. If the tenant fails to answer or appear on the date indicated in the eviction papers, the landlord can obtain an eviction order by default. If that occurs or the court rules in favor of the

landlord for the eviction, the landlord can make arrangements to have the tenant and the tenant's personal property removed from the rental property.

A lease violation: When the landlord has proof that the tenant has violated the lease agreement, the landlord may begin a Demand for Possession for a Breach of the Lease. The landlord must give the tenant written notice of the lease violation and three days to remedy the situation or vacate the rental property. If the tenant fails to comply or move, the landlord may begin eviction procedures through the court.

Notice to Quit: When the landlord wishes to terminate the tenancy at the end of the term agreed upon in the lease, the landlord may issue a Notice to Quit. The lease itself may clearly say something to the effect that "the tenancy will not extend beyond the end of the lease term unless the lease is renewed in writing." If the tenant and landlord have not agreed in writing to continue the term of rental, the landlord is not required to give additional notice that the tenant must vacate at the end of the lease. In addition, the landlord does not need to give a reason for not renewing the lease. However, a Notice to Quit the premises must be served upon the tenant in a specified number of days before the end of the rental period. If the tenant fails to leave, the landlord must follow the eviction procedures noted above.

Moving Out

The tenant can ensure the return of the security deposit by respecting the provisions of the lease or rental agreement while living in the unit. The tenant should complete a written inspection of the unit when moving out, using the move-in inspection and lease as a guide in cleaning the unit. The tenant should repair any damage they caused before vacating the unit and give the landlord proper notice of intent to move as required by the lease.

If a tenant decides to move out of the unit prior to the end of the lease period, the tenant should review the lease carefully. Generally, the landlord will assess fees and penalties when a tenant breaks the lease. Some landlords offer re-leasing services. The tenant should talk to the landlord first. If the landlord is willing to allow you to move early, the tenant should have the landlord put it in writing, sign and date the statement. If the tenant simply abandons the property, they will probably forfeit their security deposit and might be liable for rent and utilities through the end of the lease. The tenant could also be charged for the costs incurred by the landlord in finding a new tenant and to make the property ready for a new tenant.

Tips to Prevent or Minimize Problems

Most misunderstandings that occur between landlords and tenants could be avoided if each party verifies certain information up front before entering into a rental agreement with the other party. Landlords should have a process in place to screen each applicant, verifying employment, credit history and rental references. Landlords should be serious about enforcing the lease. Tenants get a mixed message if a landlord upholds some parts of the lease but not others. Tenants should make sure they understand and can live with

the property rules established by the landlord and spelled out in the lease. Tenants can avoid problems with their landlord, ensure the return of their security deposit and maintain good rental references by following the tips listed below:

- Get it in writing. This includes leases and inspection reports. Make sure the responsible party signs and dates it as well.
- Notify the landlord in writing of problems or complaints and keep copies.
- Request receipts for payment of rent, deposits, repairs, or any exchange of money.
- Pay your rent and utilities promptly.
- Keep the unit clean and orderly. Remember the tenant is responsible for the actions of guests while they are on the property.
- Get written permission from the landlord before making any alterations to the unit. This includes but is not limited to painting, removing cabinets, wallpapering or attaching any fixture to the walls.
- Cooperate with the landlord if you are moving. Be sure to give proper notice, as defined in the lease, clean the unit and return the keys to the landlord.
- Read everything you are asked to sign. Consult an attorney if necessary, prior to signing documents.

Attachment 1 – Affirmative Marketing for Home-Assisted Units

CITY OF SANTA CRUZ AFFIRMATIVE MARKETING POLICIES AND PROCEDURES FOR HOME ASSISTED RESIDENTIAL UNITS

BACKGROUND:

The City receives an annual Home Investment Partnership Program (HOME) grant from the federal Housing and Urban Development Department (HUD) as a participating jurisdiction to facilitate in the development and preservation of affordable housing. HUD requires each participating jurisdiction to adopt affirmative marketing procedures and requirements for rental and homebuyer projects containing 5 or more HOME-assisted housing units as defined in Title 24 Part 92.351 ([Subpart H](#)) of the Federal Code of Regulations

Affirmative marketing steps consist of actions to provide information and otherwise attract HOME-eligible persons in the area to available housing without regard to race, color, national origin, sex, religion, familial status or disability. The affirmative marketing procedures do not apply to families with HUD Section 8 tenant-based rental housing assistance or families with tenant-based rental assistance provided with HOME funds.

Although the City does not directly own or manage any HOME-funded affordable housing projects, the City does require developers and owners of housing projects assisted with HOME funds to comply with all HOME regulations, including the affirmative marketing requirements. To ensure compliance, the City's Affirmative Marketing Procedures are included in each HOME Regulatory Agreement with housing developers that receive HOME funding assistance from the City. The following constitutes the City of Santa Cruz Affirmative Housing Marketing Procedures.

CITY OF SANTA CRUZ AFFIRMATIVE MARKETING POLICIES & PROCEDURES FOR HOME-ASSISTED HOUSING UNITS

PURPOSE: In accordance with the regulations contained in 24 CFR Part 92.351, and in furtherance of the City of Santa Cruz's commitment to non-discrimination and equal opportunity in housing, the City of Santa Cruz (the "City") hereby establishes procedures to affirmatively market HOME-assisted projects containing five or more housing units.

GOAL: It is the affirmative marketing goal of the City of Santa Cruz to assure that individuals who, because of their race, color, national origin, sex, religion, familial status or disability normally might not apply for units constructed or rehabilitated with HOME funds, are informed of vacancies, are encouraged to apply, and are given the opportunity to rent or purchase HOME-assisted units.

IMPLEMENTATION:

1. Methods for informing the public and potential tenants and purchasers of applicable home-assisted units about the City's affirmative marketing policies and procedures:

- a. The City shall inform the public about the Affirmative Marketing Policy through a Fair Housing Information Pamphlet that includes the Affirmative Marketing Policies and Procedures. This Pamphlet shall be available on the City's website, at the main branch of the Santa Cruz Public Library, and upon request from the City's Economic Development and Redevelopment Department at 337 Locust Street.
- b. The City shall make a copy of its Affirmative Marketing Policies and Procedures regarding HOME-assisted units available for public review at the Department of Economic Development and Redevelopment and on the City's website.
- c. Developers and Owners of HOME-assisted projects consisting of five or more units shall be required to use the Equal Housing Opportunity logo or slogan on all project correspondence and project signage.
- d. The City shall require Developers and Owners of HOME-assisted projects containing five or more units to comply with the City's Affirmative Marketing Policies and Procedures through a recordable HOME regulatory agreement.
- e. The City shall continue to provide general information to persons with questions regarding affirmative marketing, federal fair housing, tenant's rights, assisted housing, and correction of substandard conditions in tenant-occupied dwellings.

2. Affirmative marketing procedures and practices for home-assisted projects:

Developers and Owners of HOME-assisted projects consisting of five or more units shall:

- a. Use the Equal Housing Opportunity logo or slogan on all project correspondence and project signage.
- b. Place ads in Santa Cruz general circulation newspapers regarding the availability of vacant rental units or for-sale units within a HOME-assisted project, unless tenant applications are taken from an existing waiting list that included an affirmative marketing outreach effort as noted in #3 below. Such ads shall be placed in advance of selection of tenants or purchasers without holding units off the market. All ads must contain the Equal Housing Opportunity logo or slogan.

3. Affirmative marketing procedures and practices to be used by owners to inform and solicit applications from persons in the housing market area who are not likely to apply for the home-assisted units without special outreach:

- a. Send notices of vacant rental units or units available for sale to local churches, the Santa Cruz Veterans Administration Office, Social Security Office, the Housing Authority of the County of Santa Cruz, various community temporary shelter services, and other agencies where eligible individuals may visit or congregate.
- b. Contact the Familia Center, Beach Flats Community Center, Barrios Unidos, Salud Para La Gente, and similar outreach organizations or groups and request that they make information on vacant units or wait lists for affordable units available to their clients.

4. Records to be kept describing actions by the city and owners of applicable home-assisted units to affirmatively market units and records to assess actions:

- a. The City will keep records of the following:
 - 1) Monitoring records of HOME units that include a check for compliance with affirmative marketing of units for new tenants.
 - 2) Copies of correspondence regarding projects and statistics concerning tenants or purchasers of HOME-assisted units.
- b. Developers and owners of HOME-assisted projects shall maintain records regarding their implementations of the procedures listed in this Policy. Developers and owners shall also maintain records of the requests for applications received from Hispanics, African Americans, and Asian and Pacific Islanders. Developers and owners shall release such information to City staff upon request.

5. Assessment of affirmative marketing actions and corrective actions to be taken where affirmative marketing requirements are not met:

- a. The City will assess the effectiveness of its Affirmative Marketing Policy for HOME-assisted units through periodic statistical review of new tenants or unit owners of HOME assisted units in housing developments with more than 5 HOME assisted units in regard to race, color, national origin, sex, religion, familial status or disability and when appropriate, developer or owner interviews. If the City finds that a variety of groups are represented, particularly Hispanics and the disabled, the City will assume that the affirmative marketing efforts are effective. If one or more groups are not represented within the context of existing neighborhood composition, the City will review its procedure to determine what changes, if any, might be made to make the affirmative marketing efforts more effective.
- b. For individual developments with 5 or more HOME assisted units, the City will periodically evaluate the degree to which procedures are followed and policy objectives met. If the required steps are taken, the City will determine that good faith efforts have, in fact, been made.

- c. The City will take corrective action if it is determined that the Developer or owner of a HOME-assisted unit has failed to carry out affirmative marketing efforts as required by the written agreement regulating the use of the HOME funds for the HOME-assisted project or units. The City will consider taking one or both of the following actions:
 - 1) Declare the owner disqualified from any further assistance made available under the HOME program.
 - 2) Notify the owner that he/she is in violation of the agreement regulating the use of the HOME funds for the HOME-assisted project or units and demand immediate repayment of the HOME funds.
 - d. The City shall not proceed with corrective action without allowing sufficient time and effort by City to counsel the owner.
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