

THE FAIR HOUSING TIMES

VOLUME VI

FAIR HOUSING FOUNDATION

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RENTING 101 BY: ADRIENNE RAY

When taking the step to renting your first house or apartment, there are a number of things that need to be considered. Can I afford to live on my own? What must I have in a house or apartment? Should I sign a lease or a month to month agreement? There are many other things to consider, but these questions will help any first-time renter get started. Being able to afford a unit is the most important thing to consider when renting. If rent is not paid on time, you could put yourself at facing eviction; which can have a detrimental effect on your credit history for up to seven years and your rental history. When considering if housing is affordable to you, not only should you consider the monthly rent, but you should also consider the security deposit and monthly utilities. Actually, most

housing professionals and economists recommend that your rent/utilities not be more than 30% of your gross income. Many housing providers charge an equivalent of one month's rent as the security deposit, but they can charge up to two times one month's rent for a security deposit in an unfurnished unit and up to three times one month's rent for a security deposit in a furnished unit. That can make your total move in cost a rather large amount. Once your tenancy is complete, the housing provider is required to refund your security deposit minus any owed rent, owed late fees and/or

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IT'S THAT TIME OF THE YEAR!



Fair Housing Foundation would like to wish everyone a Happy Halloween, Happy Veteran's Day, Happy Thanksgiving, Happy Hanukkah, Merry Christmas, Happy Kwanzaa and a delightful New Year!



May the holidays fill your homes with love, laughter, and happy memories



any damage that is beyond normal wear and tear.

When you are shopping around for a perspective unit, there are certain items that you want to ensure you are looking for in the unit. A lot of long time renters are not sure of what a housing provider is required to provide in a unit, so a first-time renter can feel overwhelmed by what to look for. A housing provider is supposed to ensure that each and every unit they rent meets the implied warranty of habitability. That refers to the bare minimum a unit has to have under the civil code state, state housing laws and municipal codes. It is quite a lengthy bit of information, but there are big stick items that all first-time renters should look for. First, the unit should be weatherproof, waterproof, safe and secure. The door should have an operable deadbolt. The windows should be operable with operable locks. There should not be any evidence of plumbing leaks. The unit should not have evidence of pest infestations. There needs to be an operable sink, bathtub and toilet. The flooring should be in good repair and not create a health hazard. The paint should not be peeling. There must be an operable heating facility in the unit at all times. Air

conditioning is an amenity. If there are stairways and railings, they should be secure and not create any health or safety hazard.

I have been asked a number of times how to determine if the unit is good enough. That is something that is always subjective and is based on the person's personal preferences. However, I do tell tenants this, the housing provider should be showing you their best because they are trying to get you to rent their unit. If their best is not what you are looking for or up to your standards, it may not be the best fit.

After you have made your determination about what unit you want to rent, there is the application. A housing provider can require that every person who is 18 years of age that will be residing in the unit meet their selection criteria. A housing provider's selection criteria can include, but is not limited to, the following: your income, your credit history and your rental history. After you meet their selection criteria, there is the rental agreement. A housing provider determines whether they want you to live on a fixed term lease or a month to month tenancy.

The rental agreement is extremely important. The

rental agreement sets all of the rules for the property like: the rent due date, whether there is a grace period to pay the rent, the amount of your security deposit and the individuals who will be residing in the household. One important consideration to be made is renters insurance. Some housing providers do not require a tenant carry renters insurance. If a housing provider does not require it, it is something for you to consider. As stated prior in this article, the housing provider is responsible for providing you with a habitable unit. They however are not liable for your personal property inside the unit. If you have adequate renter's insurance, your personal property would be covered if it is damaged by something like a plumbing leak. While there are a number of things to consider, this is a helpful guide to get you started. Also keep in mind, there's no question too big or too small to contact Fair Housing Foundation.

FAIR HOUSING FOUNDATION'S SHINING STAR IS
A REMARKABLE COMMUNITY BASED ORGANIZATION
THAT IS CHANGING THE LIVES OF MANY
FAMILIES AND CHILDREN.

Olive Crest

<https://www.olivecrest.org/>

OLIVE CREST®

Strong Families, Safe Kids

Olive Crest is a non-profit that is dedicated to preventing child abuse, treating and educating at risk children, and preserving families. Their services extend from the Pacific Northwest, California Inland and Dessert communities, all the way down to San Diego. Children arrive at Olive Crest through a variety of avenues. Olive Crest's primary goal is to reunite every child with his or her family. Most foster children return to their birth families or extended family members. Their aspiration for those in their Foster to Adoption program, is that they will be successfully matched with a forever family and adopted. Teens in their programs are emancipated as independent adults or moved to a Transitional Housing program. Youth participating in their Family Preservation programs are not removed from their homes and remain with their biological families. Olive Crest also has mental health staff members integrated into their programs. The staff offers special services such as:

- ❖ Child/Adolescent Individual Therapy
- ❖ Family Therapy
- ❖ Child Abuse Treatment
- ❖ Play Therapy
- ❖ Trauma Focused Behavioral Therapy
- ❖ Crisis Intervention
- ❖ Psychiatric and Medication Management
- ❖ Parenting Skills
- ❖ Communication Skills
- ❖ Wraparound
- ❖ Therapeutic Behavioral Services
- ❖ Adoption Program Support Services

THEIR EXPERIENCES WILL INSPIRE YOU!



Fair Housing Foundation makes a difference in the lives and homes of Landlords, Tenants, Managers, Realtors, Rental Home Seekers and Owners. These are their real-life experiences.

If you'd like to share your positive experience, please email receptionist@fhfca.org with the subject "Testimonial"

The Power of a Reasonable Accommodation Request!

Fair Housing Foundation (FHF) was contacted by a disabled tenant who's sixty (60) day notice to terminate tenancy was soon to expire. The tenant was hoping to receive assistance with a reasonable accommodation request for additional time. The tenant not only suffered from physical limitations, but also lived alone with no family to assist to with the search for a new apartment or provide any help with the move. The tenant continued to pay rent, but time quickly ticked away and unfortunately the tenant was unable to comply with the notice of termination of tenancy. This subsequently led to the owner filing an Unlawful Detainer against the tenant for possession of the apartment. FHF wrote a reasonable accommodation letter to the attorney representing the owner in the eviction process.

Shortly after receiving our letter the attorney contacted our office and agreed to dismiss the eviction process and wave any past or future rent leading to the extension of tenancy. Not only was the tenant's record sealed, but the tenant was able to obtain additional time to move with the help of some friends.



The Lawful Affirmative Defense for the Win!

FHF was contacted by a tenant from Costa Mesa. He was served an unlawful detainer after not being properly served the notice to pay rent or quit. The housing provider asserted on the summons and complaint that the notices were mailed to the tenant to show proper service. However, the housing provider would put the notices in an envelope and just affix a stamp to them. That does not constitute serving notices via mail and is not in compliance with the guidelines set forth by the civil code procedure. The housing provider also attempted to force the tenant to pay an increase in rent without serving the proper change in terms of tenancy notice. The Senior General Housing Counselor assisted the tenant with completing his unlawful detainer answer.

In the answer, our counselor made sure to include the violations of the civil code and civil code procedure. Also, as a part of the tenant's affirmative defense, the breaches of the implied warranty of habitability were noted.

The tenant went to court on July 18, 2018. At that point, the housing provider offered to dismiss the case without prejudice if the tenant paid the amount that was owed in rent only. The housing provider also offered to allow the tenant's tenancy to continue beyond that point. In a follow up conversation with the tenant, the amount had been paid and his tenancy was continuing without incident.

THE FAIR HOUSING FOUNDATION STAFF CAN ASSIST WITH QUESTIONS
REGARDING FAIR HOUSING AND/OR LANDLORD/TENANT RIGHTS
CALL US AT:

800-446-FAIR

562-989-1206 ~ 714-918-8001

Our Offices:

Long Beach: 3605 Long Beach Blvd., Suite 302. Long Beach, CA 90807

Anaheim: 2300 E. Katella Ave., Suite 405. Anaheim, CA 92806

www.fhfca.org

Follow us on:





Property maintenance is an important part to keeping your property safe and habitable for people to dwell in. Repairs may arise at any time and a lot of times they are unexpected. It is important to always have an emergency fund readily available for a plumbing leak may arise or when a water heater needs to be replaced. While the implied warranty of habitability ensures that the property be weather and waterproof, it also requires that the plumbing, electrical, gas and heating facilities be in good and working order. It is always a good idea to periodically check on the conditions of the dwelling. Annual inspections to the inside of the property is recommended. The goal is to look for any minor repairs that can be addressed early on to avoid it becoming a large and expensive repair. Performing inspections to the outside

of the property and its systems are a good way to plan for and budget for major repairs, such as replacing a roof. If you are renting out your investment, keep in mind that Civil Code 1954 requires that the housing provider issue proper written 24-hour notice to enter the unit to *make necessary or agreed upon repairs, to show the unit to prospective renters, buyers or contractors or to conduct inspections.*

Your city may also offer different residential rehabilitation loan programs for those owners looking to make improvements to their properties at a low cost. Normally, you would need to apply for the funds and go through the City's approval criteria. For example, the City of South Gate offers a Home Improvement Program that offers a deferred loan to homeowners for necessary property repairs, upgrades, improvements and for all required city code upgrades.

This is just one example of the many types of programs that could be available through your city. You may want to visit your city website for specific programs that will aid in maintaining and protecting your investment.

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CACoD Awareness Month
Saturday, 10/27/18
from 12pm-2:30pm
 5870 Atlantic Ave.
 Long Beach, CA 90805



ASK S.A.M

Three of our longest standing staff respond to *your* questions. To submit your question, please email receptionist@fhfca.org, with the subject “Dear S.A.M.”

Dear S.A.M.

I just started managing this 18-unit building. This is my first time as an onsite-manager. Since coming in, I’ve been inundated with maintenance requests. I’ve been answering them in the order they’re submitted, but to be honest there are some that need attention sooner than others. Would I be breaking any laws if I assisted one request sooner than another, regardless of when they submitted it?

~Normally a Rule Follower {Bellflower, CA}

Dear Normally a Rule Follower,

I would encourage just to explain when repairs can be made or, if you don’t yet know, tell the tenant that you will be back in touch promptly. This doesn’t mean you have to jump through hoops to fix things that don’t need fixing. It does mean you should take prompt action under the circumstances—for example, immediate action should normally be taken to cope with broken door locks or security problems. Similarly, a lack of heat or hot water (especially in winter in cold times of the year) and safety hazards, such as broken steps or exposed electrical wires, should be dealt with on an emergency basis. Best bet would be in communication with your tenants, so they realize you are addressing their issue.

Dear S.A.M.

I really like where I live and have been here for almost 3 years. A new owner just bought the property and has been coming in and out pretty much whenever she pleases. She doesn’t call or text to inform us. I know she’s looking to see what needs to be done, renovated, etc but we feel like it’s an invasion of privacy. Can she just waltz in like that?

~ Still Waiting for a Notice {Tustin, CA}

Dear Still Waiting for a Notice,

You are correct that you’re entitled to a notice. California Civil Code Section 1954 establishes the circumstances under which a landlord can enter a tenant’s home. There are only five situations in which your landlord may legally enter rented premises while you are still in residence. They are:

- 1. to deal with an emergency*
- 2. when you give permission for the landlord to enter*
- 3. to make needed repairs (or assess the need for them)*
- 4. to show the property to prospective new tenants or purchasers, and*
- 5. when you give permission for an initial final*

inspection, after you've given notice that you're moving out (or your lease is about to end).

In most instances (emergencies and tenant permission excepted), a landlord can enter only during "normal business hours" and then only after "reasonable notice," presumed to be 24 hours. I would encourage you to start documenting any instances in writing and inform the owner in writing as well. If it persists we can mediate the situation. Ultimately, if the owner doesn't want to engage you can always pursue small claims or civil action.

Dear S.A.M.

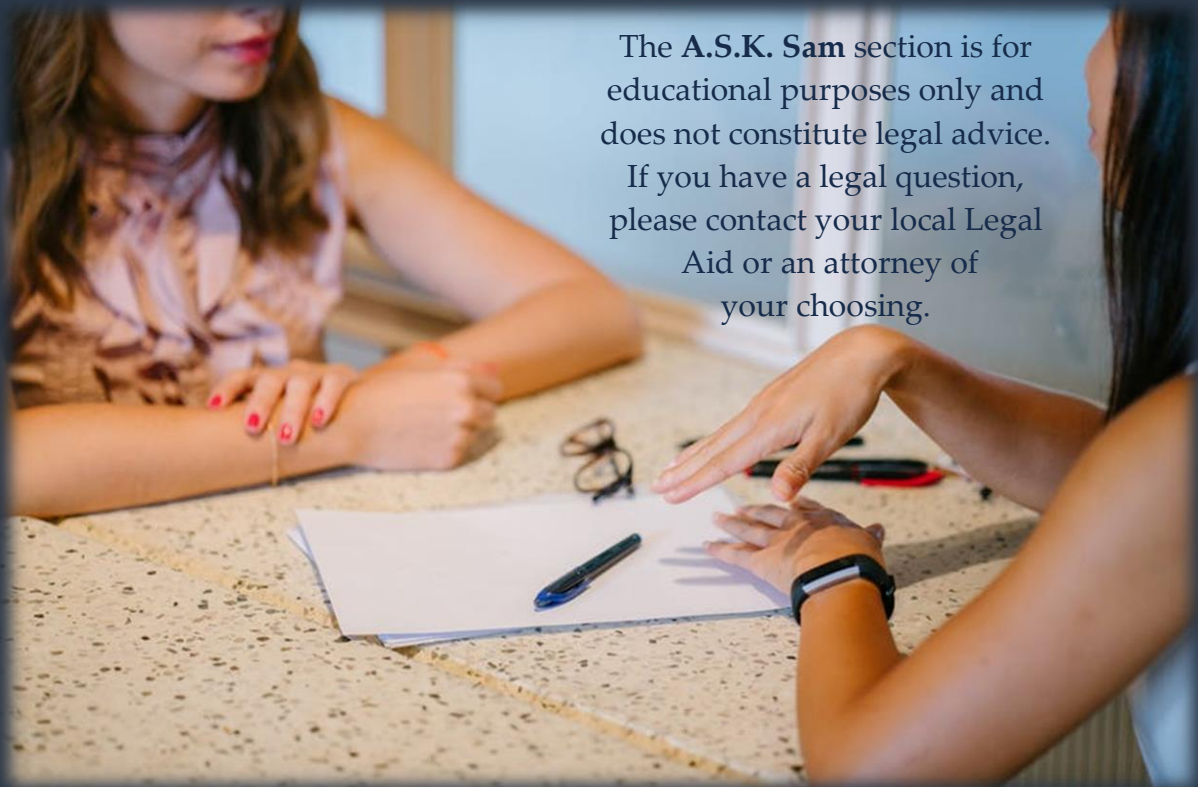
I am the owner of the condo I live in. Not too long ago, the condo next door went up for sale and sold pretty fast. It's the last condo at the end of a hall, so I'm the only one close by. The problem is the new owners are incredibly loud! At first, I thought it was move in/settling noise, but it's been going on for almost two months now. You'd swear they were consistently moving furniture or dancing around. I've told the HOA and they claim they have not

received any other complaints but would look into the matter. Unfortunately, I'm still waiting. Please tell me I can do something about this.

~ Ear Plugs Are Not Enough {Tustin, CA}

Dear Ear Plugs Are Not Enough,

It can be frustrating when dealing with a neighbor that is interfering with your quiet use and enjoyment of your dwelling. The first step would be to review the CC&R's. The CC&R's will determine if there is any obligation for the HOA to investigate the situation. The CC&R's are the HOA's rules that govern over each party's responsibilities. In the end, Civil Code 1927 & 3304 state that it is the owners who are responsible for not only their actions, but also their household members and guest's actions as well. Thus, if actual evidence is found to support that there is a nuisance, civil code 1942 provides the right to pursue in small claims court for damages incurred.



The **A.S.K. Sam** section is for educational purposes only and does not constitute legal advice.

If you have a legal question, please contact your local Legal Aid or an attorney of your choosing.

UPCOMING TRAININGS



- ❖ **Monday, 10/1/18-**
Landlord Workshop @
2pm-4pm
Irvine City Hall
1 Civic Center Dr.
Irvine, Ca 92606
- ❖ **Tuesday, 10/2/18-**
Landlord Workshop @
1:30pm-3:30pm
Norman P. Murray
Community Center
24932 Veterans Way
Mission Viejo, Ca 92692
- ❖ **Wednesday, 10/3/18-**
Certificate Management
Training @ 1pm-5pm
South Gate Civic Center
8680 California Ave.
South Gate, Ca 90280
- ❖ **Thursday, 10/4/18-**
Tenant Workshop
@ 2pm-4pm
Westminster City Hall
8200 Westminster Blvd.
Westminster, Ca 92683
- ❖ **Tuesday, 10/9/18-**
Landlord Workshop @
10am-12pm
Balearic Community Ctr
1975 Balearic Dr.
Costa Mesa, Ca 92626
- ❖ **Wednesday, 10/10/18**
Tenant Workshop
@ 3pm-5pm
Orange City Hall
300 E. Chapman Ave.
Orange, Ca 92866
- ❖ **Thursday, 10/11/18-**
Certificate Management
Training @ 1pm-5pm
Norwalk Social
Service Center
11929 Alondra Blvd.
Norwalk, Ca 90650
- ❖ **Monday, 10/15/18-**
Tenant Workshop @
3pm-5pm
Downtown Anaheim
Community Center
250 E. Center St.
Anaheim, Ca 92805
- ❖ **Tuesday, 10/16/18-**
Certificate Management
Training @ 1pm-5pm
Garden Grove City Hall
11222 Acacia Prkway
Garden Grove, Ca 92840
- ❖ **Wednesday, 10/24/18-**
Landlord Workshop
@ 11:30am -1:30pm
Tustin Library
345 E. Main St.
Tustin, Ca 92780
- ❖ **Monday, 10/29/18-**
Landlord Workshop @
3pm-5pm
Fullerton Library
353 W. Commonwealth
Ave. Fullerton, Ca 92832
- ❖ **Wednesday, 10/31/18-**
Certificate Management
Training @ 12pm-4pm
Tustin Library
345 E. Main St.
Tustin, Ca 92780
- ❖ **Monday, 11/5/18-**
Tenant Workshop @
2pm-4pm
Irvine City Hall
1 Civic Center Dr.
Irvine, Ca 92606
- ❖ **Tuesday, 11/6/18-**
Landlord Rights
Workshop @ 2pm-4pm
Salt Lake Park
Recreation Center
3401 E. Florence Ave.
Huntington Park, Ca
90255
- ❖ **Wednesday, 11/7/18-**
Tenant Workshop @
2pm-4pm
Newport Beach City Hall
100 Civic Center Dr.
Newport Beach. Ca 92660
- ❖ **Thursday, 11/8/18**
Landlord Workshop
@ 10am-12pm
Progress Park West
15500 Downey Ave.
Paramount, Ca 90723
- ❖ **Thursday, 11/8/18**
Landlord Workshop
@ 3pm-5pm
Orange City Hall
300 E. Chapman Ave.
Orange, Ca 92866

If you would like
more information on any
event, please call
(800) 446-3247, ext. 1111
***Space is limited,
please RSVP***



I THINK YOU ARE THE ONE THEY ARE LOOKING FOR!



Make their tomorrow a better one!

Become a Fair Housing Tester & collect data that will make a difference.

We work with ALL types of schedules.

No cold calls. Training provided. Modest stipend.

We Need People of:

- ❖ All Ages
- ❖ All Races
- ❖ All Ethnicities
- ❖ All Disabilities
- ❖ All Genders
- ❖ All Orientations

Bilingual in any language is a PLUS!

All you need to do is:

1. Speak, Read and Write English Fluently.
2. Be over 18 years of age.
3. Have no arrests within the last 10 years.
4. Attend and Pass the Training.
5. Have Reliable Transportation & Car Insurance.

Upcoming Trainings Available!

For more information, please contact Cindy Guzman at sguzman@fhfca.org



“Volunteers do not necessarily have the time; they just have the heart.”
~ Elizabeth Andrew

