

THE FAIR HOUSING TIMES

VOLUME I

FAIR HOUSING FOUNDATION

APRIL 2017 - JUNE 2017

FAIR HOUSING ACT BY: MARTHA TORRES

The Fair Housing Act and how does it affect me?

Most days, people spend little to no time thinking about the Fair Housing Act and how it affects all of us in one way or another. Housing is something that is vitally important to all of us

or securing financing for any housing. The prohibitions specifically cover discrimination based on *race, color, national origin, religion, sex, disability and familial status*. This law was signed by President Lyndon Johnson in

*"We have come some of the way, not near all of it.
There is much yet to do."*

Lyndon B. Johnson, 32nd President

regardless of our incomes. We all need a place to live. Our home, whether it is an apartment, condo, single family residence or any other dwelling; is our haven. It is where we come home to and reunite with our most loved ones; where we recharge ourselves from our activity filled days. It is our sanctuary. It is reassuring to know that the Fair Housing Act is there to protect our fair housing rights, should they be jeopardized.

The Fair Housing Act is a federal law that protects people from discrimination when they are renting, buying,

1968 one week after the assassination of Dr. Martin Luther King Jr.

What is Covered?

The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented

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FAIR HOUSING FOUNDATION ANNUAL FAIR HOUSING MONTH CELEBRATION

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You are cordially invited to attend our celebration. This year's event will be held on **April 12, 2017 from 12pm-4pm** at our Long Beach Office, 3605 Long Beach Blvd. #302. Long Beach, CA 90807.

Our theme is "Fair Housing: Together We Can". This event is FREE. Complimentary light lunch, refreshments and dessert will be served. There will also be a Silent Auction with many dazzling items.



without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

What Is Prohibited?

In the Sale and Rental of Housing: No one may take any of the following actions based on: *race, color, national origin, religion, sex, familial status or disability*:

1. Refuse to rent or sell housing.
2. Refuse to negotiate for housing.
3. Make housing unavailable.
4. Deny a dwelling.
5. Set different terms, conditions or privileges for sale or rental of a dwelling.
6. Provide different housing services or facilities.
7. Falsely deny that housing is available for inspection, sale, or rental.
8. For profit, persuade owners to sell or rent (blockbusting) or:

9. Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.

In addition: It is illegal for anyone to:

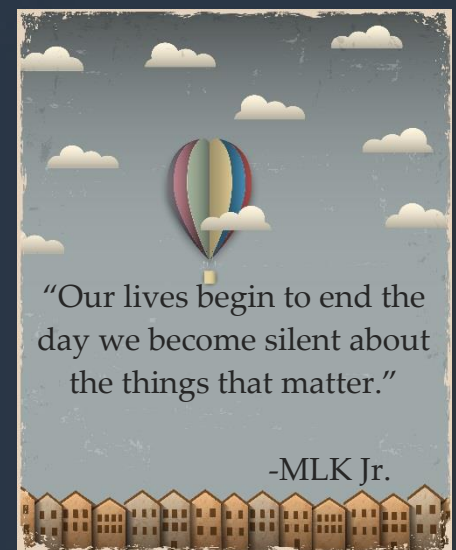
- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right.
- Advertise or make any statement that indicates a limitation or preference

The Fair Housing Act goes on to include prohibitions against mortgage lending and adds additional protections for people with disabilities, families with children and includes requirements for new buildings. ⁽¹⁾

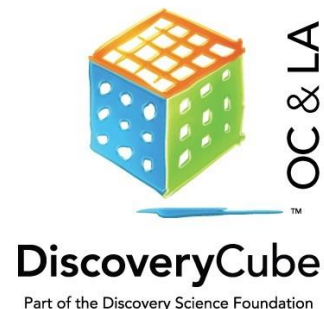
The Fair Housing Act has granted people the right to freedom of housing choice. If the person has met the qualifying criteria, they should be given the opportunity to secure housing where they choose to live. If housing providers' make decisions based on a rental home seekers qualifications, the housing provider(s) open

themselves up to a wider pool of potential viable tenants. This affords them the opportunity to run a more successful business. The integration of people from different protected groups makes for culturally diverse communities and thus exposes us to having more enriched lives. If you have feel that your rights may have been violated or have questions regarding your protections, please call the Fair Housing Foundation for further assistance.

(1)-
https://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/FHLaws/yourrights



A SINCERE AND SPECIAL THANK YOU TO
THESE OUTSTANDING COMPANIES WHO HAVE
DONATED & JOINED US IN CELEBRATING
FAIR HOUSING MONTH



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*"

Fair Housing Story

FHF was contacted by a client requesting assistance with obtaining a reasonable accommodation request. The client had been on a waiting list for an affordable housing unit that is handicap accessible for five (5) years. Fortunately, the client was recently approved. However, the client is currently on a lease that expires around July of 2017 at the current apartment. The client is paraplegic and it has been difficult for client to be able to maneuver the wheelchair around the apartment. The client's only source of income is derived from social security that is just enough to help pay for the monthly rent. The client does not have the financial means to be able to pay for two (2) months' worth of rent in order to break lease agreement. If Management did not allow the client to break the lease, the client would have to

pass on this unit. Which would mean the client will need to be placed back on the waiting list. Where unfortunately the client's mobility struggles will continue at the current apartment. Due to the struggles and challenges the client has faced, FHF wrote a letter to the Management company and requested that Management allow the client to break the lease in order to be able to move into a mobility accessible unit. In addition, FHF requested that Management allow the client to break the lease without a penalty since it will allow client to have the full use of a mobility accessible unit. FHF was successfully able to reach an agreement with the Management company. Management agreed to allow client to move without having to pay for the two (2) months' worth of rent and client did not have to give a sixty (60) day notice of intent to move.

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General Housing Story

This client initially contacted FHF because he feared the housing provider was going to try to illegally evict him from the unit since she had done that to other people who have sublet from her. During the initial conversation, the client was advised that he would need to receive a 60-day notice to terminate his tenancy based on the fact that he has resided at the property for more than one year; based on California Civil Code 1946.1. ¹ The client stated he would call back if necessary.

The client contacted FHF again and during that conversation, we were informed that the client had received a 30-day notice to terminate his tenancy. Also, that the housing provider told the client that he needed to vacate because she had already rented the room to someone else. We advised the client that FHF can try to mediate the issue, but cannot force the housing provider to respond or comply with our request. We requested the client provide us with a copy of the termination of tenancy notice that he received and contact information for his housing provider. After receiving the necessary information, we

(1)-NOLO 20th Edition California Tenants' Rights

forwarded correspondence to the client's housing provider.

Days later, the client forwarded FHF a screen shot of the text message he received from his housing provider stating that she received our letter and she would not serve a 60-day notice. FHF forwarded additional correspondence to the client's housing provider advising her that we reviewed the text message and again advising her of California Civil Code 1946.1. We also included a blank copy of a 60-day notice to terminate tenancy. Later that day, the client's housing provider contacted our Senior Housing Counselor via telephone. After discussing the civil code, the housing provider stated she will no longer terminate the client's tenancy. We requested from the housing provider to provide us with the statement in writing. Within 10 minutes of the conversation ending, the housing provider forwarded FHF an email affirming that statement. The client was forwarded a closing letter. The client thanked FHF for assisting him with this issue.

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:



BED BUGS- OH MY! BY: ADRIENNE RAY

What you need to know about the Bed Bug Disclosure



Bed bugs are pests that have been a major concern for several years now. The implied warranty of habitability sets the guidelines for what a housing provider is liable for in a unit. The pests that are covered under the implied warranty are pests that can cause a disease when they bite you. That means pest like roaches, rats, mice and fleas are covered under the implied warranty of habitability.

Normally, when there is a breach of the implied warranty of habitability, a tenant will forward written correspondence to the housing provider to make a repair request. If the housing provider does not make the necessary repairs, the tenant will then file a complaint with a habitability enforcement agency; Code Enforcement or Health Department; to request an inspection of their unit. Once the unit is inspected, the housing provider is cited for the breaches of the implied warranty of habitability and given a compliance date that the corrections need to be made by. If the corrections are not made, the enforcement agency then pursues action against the housing provider.

That is not what happens when dealing with bed bugs. Bed bugs are considered a nuisance and a habitability enforcement agency will not cite the housing provider for them. With that being said,

when a tenant is forced to deal with the nuisance of bed bugs, the tenant can pursue small claims action against the housing provider for up to \$2,000.00 based on California Civil Code 1940.2. ⁽¹⁾ Since bed bugs are such a concerning issue, Assembly Bill 551 was enacted. Portions of this assembly bill will become effective July 1, 2017 and the remainder becomes effective January 1, 2018. Prior to this bill being enacted, the housing provider was not required to provide disclosures as it relates to bed bugs. *This assembly bill provides disclosure requirements for new tenants beginning July 1, 2017 and January 1, 2018 for existing tenants.* ⁽²⁾

The housing provider is prohibited from showing vacant units if the housing provider “knows” there is currently a bed bug infestation. If the housing provider does not have any knowledge of or has not provided any notice of a suspected bed bug infestation, the housing provider is not required to inspect the unit or the common areas of the property. If units have been inspected and if there is a confirmed infestation of bed bugs in the common area, the housing provider is required to provide tenants with copies of the pest control reports. There are specific guidelines the housing provider have to adhere to for their disclosure.

The disclosure must include:

1. Must be in at least 10-point type
2. Include the following information about bed bugs:
 - a. Appearance of bed bugs
 - b. Life cycle and reproduction of bed bugs
 - c. Information about bed bug bites
 - d. Common signs and symptoms of bed bug infestations
3. Include the procedure a tenant must follow to report possible infestation to housing provider
4. Subject unit and surrounding units must be notified of infestation if the infestation is confirmed by a pest control operator (an individual holding a Branch 2 Operator, field representative or applicator license from Structural Pest Control Board)
5. All units must be notified if an infestation is confirmed in the common areas by a pest control operator

The assembly bill prohibits a housing provider from showing a unit that he/she “knows” has a current bed bug infestation. A housing provider is considered to have notice if the infestation is visible upon visual inspection. A housing provider is prohibited from engaging in any retaliatory action if a tenant provides notice of a suspected bed bug infestation. The assembly bill also specifies the requirement of tenant cooperation with the detection of, notification to housing provider of, inspection for and treatment of bed bug infestations.

(1)- NOLO 20th Edition California Tenants' Rights

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Be in The Know

Every case is different. If you have any doubts, questions or concerns; we encourage you to contact our office:

(800) 446- FAIR (3247)

(562) 989-1206

(714) 918-8001

www.fhfca.org





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’ve owned my 4-plex for many years. I have one tenant who’s constantly throwing grease down the drain. It keeps clogging up the kitchen sink. I’ve only had trouble with this one tenant. This tenant is currently on a lease till middle of 2017. What should I do?

-Don’t Know What To Do [Fullerton, CA]

Dear Don’t Know What To Do,

In response to your concerns, you have couple of options. My first concern is the amount of time that the tenant has been allowed to continue this behavior. California Civil Code 1929 ⁽¹⁾ states a tenant is liable for damage that is caused by them, the residents of their unit or their guests. However, since the tenant has been allowed to clog the drain without consequence, the tenant would need to be served a change in terms of tenancy notice regarding being held liable for any plumbing issues that are caused by them, the residents of their unit or their guests. On the 31st day, the tenant could be held liable for any clogs caused by them, their residents or their guests. If the tenant tries not to pay for damage caused by them, the residents of their unit or their guests, you can serve a 3-day notice to perform covenant or quit. If the tenant still does not comply, you can the file the unlawful detainer to evict the tenant and the residents of their unit. Keep in mind; plumbing issues are a major

part of the implied warranty of habitability. The implied warranty of habitability sets the guidelines for what a housing provider is liable for in a unit. As long as the plumbing issue is not based on normal wear and tear and is caused by the tenant, the residents of the unit or their guests, you can hold them liable.

Dear S.A.M.

I’ve lived in my house for 2 years. The owner is always stopping by, coming in and out whenever he pleases. He says he can do that because he owns the property. I’ve never given him a reason to have to come in. What are my rights?

-Unsure {Bellflower, CA.}

Dear Unsure,

California law ⁽²⁾ specifically describes when an owner can enter your apartment. Below are the reasons:

- 1. To deal with an emergency.*
- 2. When you give permission to the landlord to enter.*
- 3. To make needed repairs (or assess the need for them).*
- 4. To show the property to a prospective new tenant(s) or purchasers.*

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.

Harassment that involves a violation of a tenant's privacy rights is illegal under state law.

Dear S.A.M.

I just started managing a property. It has about 25 units. I had a woman come in with a certificate for her dog. She says he's trained and that she needs him for her health. I'm not sure how to proceed because this is the first we know of her need for her dog. Do we have to allow her to have it?

-Say Yes or Say No {Long Beach, CA}

Dear Say Yes or Say No,

The Fair Housing Act requires that you accommodate the needs of a tenant with a disability. You're entitled to ask for verification from a reliable-third-party professional who is familiar with the disability. A service dog registration, identification card, or certificate may

not be sufficient to be considered reliable verification. When a perspective or in-place tenant request for a reasonable accommodation, and the under-lying disability is not obvious or known, a housing provider may request, among other things, disability-related information to verify that the person meets the Fair Housing Acts' definition and that you are not asking for the perspective or in-place tenant to disclose the nature or severity of their disability. You must be able to engage in an" interactive dialogue" with the perspective or in-place tenant.

(1) NOLO 16TH Edition The California's Landlord Law Book: Rights and Responsibilities.

(2) NOLO 20th Edition California Tenants' Rights

**"Alone we can do so little.
Together we can do so
much."**

-Helen Keller



UPCOMING TRAININGS



- ❖ **Monday, 4/3/17-
Landlord Workshop.**
Westminster City Hall-
8200 Westminster Blvd.
Westminster, CA 92683
- ❖ **Tuesday, 4/4/17-
Landlord Workshop.**
San Clemente
Community Center
100 N. Calle Seville.
San Clemente, CA 92672
- ❖ **Wednesday, 4/5/17-
Certificate Management
Training**
Garden Grove City Hall
11222 Acacia Pkwy.
Garden Grove, CA 92840
- ❖ **Wednesday, 4/5/17-
Walk-In Clinic**
Fullerton Library
353 W. Commonwealth
Ave. Fullerton, CA 92832
- ❖ **Thursday, 4/6/17-
Tenant Workshop**
Norman P. Murray
Community Center
24932 Veterans Way.
Mission Viejo, CA 92692
- ❖ **Monday, 4/10/17-
Landlord Workshop**
Irvine Civic Center
1 Civic Center Plaza.
Irvine, CA 92606
- ❖ **Tuesday, 4/11/17-
Walk-In Clinic**
Salt Lake Park Recreation
Center.
3401 E. Florence Ave.
Huntington Park, Ca
90255
- ❖ **Thursday, 4/13/17-
Certificate Management
Training**
Orange City Hall
300 E. Chapman Ave.
Orange, CA 92866
- ❖ **Monday, 4/17/17-
Walk-In Clinic**
Huntington Beach City
Hall
2000 Main St. Huntington
Beach, CA 92648
- ❖ **Monday, 4/17/17-
Tenant Workshop**
Fullerton Library
353 W. Commonwealth
Ave. Fullerton, CA 92832
- ❖ **Tuesday, 4/18/17-
Landlord Workshop**
South Gate Civic Center
8680 California Ave.
South Gate, CA 90280
- ❖ **Wednesday, 4/19/17-
Tenant Workshop**
CM Brakensiek Library
9945 Flower St.
Bellflower, CA 90706
- ❖ **Thursday, 4/20/17-
Tenant Workshop**
501 S. Idaho St.
La Habra, CA 90631
- ❖ **Monday, 4/24/17-
Certificate Management
Training**
Progress Park Plaza East
15500 Downey Ave.
Paramount, CA 90723
- ❖ **Tuesday, 4/25/17-
Landlord Workshop**
Ponderosa Park Resource
Center
2100 S. Haster St.
Anaheim, CA 92802
- ❖ **Tuesday, 4/25/17-
Walk-In Clinic**
Tustin Library
345 E. Main St.
Tustin, CA 92780
- ❖ **Wednesday, 4/26/17-
Tenant Workshop**
Downey Library
11121 Brookshire Ave.
Downey, CA 90241
- ❖ **Wednesday, 4/26/17-
Walk-In Clinic**
Westminster City Hall-
8200 Westminster Blvd.
Westminster, CA 92683
- ❖ **Monday, 5/1/17-
Tenant Workshop**
Lynwood Library
11320 Bullis Rd.
Lynwood, CA 90262

If you would like
more information on any
event, please call
(800) 446-3247, ext. 1111 or
visit our [calendar](http://www.fhfca.org) at
www.fhfca.org
***Space is limited,
please RSVP***



VOLUNTEERS ARE THE HEART OF FAIR HOUSING FOUNDATION



Be the change you want to see!

Become a Fair Housing Tester & Collect Data that will make a difference.
We work with ALL types of schedules. No cold calls. Modest stipend.

We Need People of:

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

Bilingual is a **plus** in
any language.

Are we looking for you?

Qualifications:

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

For more information on
becoming a tester, please
contact Martha Torres at
mtorres@fhfca.org



Our Mission



The Fair Housing Foundation
is a non-profit organization
dedicated to eliminating
discrimination.