

THE FAIR HOUSING TIMES

VOLUME V

FAIR HOUSING FOUNDATION

APRIL 2018 – JUNE 2018

FAIR HOUSING FOR YESTERDAY, TODAY AND TOMORROW BY: ELIZABETH CASTRO

Honoring 50 Years of Fair Housing

We saunter through our daily lives not really contemplating our everyday rights. The right to sit where we would like, the right to eat where we would like, the right to shop where we would like, the right to choose. With each passing day we have grown accustomed to these civil liberties. For some, the ideals from the Fair Housing Act (FHA) have become passionately engrained and others still struggle to understand the need for the Act. The best way to ensure we move forward as a society is to educate ourselves and future generations of its necessity. In the spirit of educating and fair housing month we can

“This year marks the 50th anniversary of the passage of the Fair Housing Act.”

enthusiastically discuss the Fair Housing Act and how it is still relevant today. The Fair Housing Act became part of federal legislation to protect individuals and families from experiencing discrimination in the sale, rental, financing and/or advertising of housing. There had been a fair housing bill prior to 1968, but it did not accumulate enough votes to pass. It regrettably took the assassination of Dr. Martin Luther King, Jr. for the bill to be passed. President Lyndon B. Johnson was fundamental to the execution of the Act. On April 11, 1968, Lyndon B. Johnson signed the Fair Housing Act. This year marks the 50th anniversary of the passage of the Act, which is why we celebrate Fair Housing Month every April. It reminds people of the importance and usually inspires them to learn more about the Act. This article allows us the opportunity to give a pragmatic explanation. The protected classes specifically cover discrimination based on: *race, color, national origin,*

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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 25, 2018 from 12pm-4pm** at our Orange County Office, 2300 E. Katella Ave. #405. Anaheim, CA 92806

Our theme is **“Celebrating 50 Years of Fair Housing”**.

This event is FREE. Complimentary light lunch, refreshments and dessert will be served. There will also be a Silent Auction with many enticing items.



religion, sex, disability and familial status. However, there are also state and regional protected classes, such as: Age, Ancestry, Arbitrary, Gender Identity/Expression, Martial Status, Genetic Information, Sexual Harassment, Sexual Orientation, and Source of Income.

Most landlords, owners, realtors wonder what is specifically covered under the Fair Housing Act (FHA). Even though the FHA covers most housing, there are some cases where that can differ. The Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members. So now that we know what is covered, we need to understand what is prohibited. During the sale or rental of housing, there cannot be discrimination based on the previously mentioned protected classes. These actions include:

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. ⁽²⁾

While some are veterans of the renting and application process, there are sometimes where the lines can blur and an owner or manager can be confused as to what is correct. This is exactly why agencies like the Fair Housing Foundation exist; to educate and inform. We have learned that it is better to ask, then to deal with the preventable dilemmas later. An example would be a situation we often encounter. This is when an owner has hires a company, a person, or both to manage their property. Unfortunately, the owner may have hired someone who is not versed on fair housing, and gets the owner(s) in hot water. Let us bring that example to life. We were contacted by an assistant manager who had been working at the property for a of couple months. They were working under the main manager who had been managing for many years. A month or so passed, when the assistant manager started to notice they were receiving applications from families, but the main manager never passed them on to the management company for review. Feeling unsure, the assistant manager contacted us. We inquired further and discovered that indeed the main manager had been accepting all applications and application fees from everyone who submitted them. However, only the applicants with no children were being transferred to upper management for review. After the company was notified, they were forced to involve the owner. The owner was quite upset to learn these practices were occurring on one of her properties. After which, she ensured that all her employees were properly trained, with the help of Fair Housing Foundation. This is a notable example because it happens more than you would think and could easily be resolved with training. Our example is just one of the many situations that occur when the rental process is unfolding. According to LA Times "Mapping L.A." ⁽³⁾, the LA County area consists of 46% renters and the National Low Income Housing Coalition ⁽⁴⁾ states that Orange County consists of 42% renters. This means owners, landlords, managers, realtors, brokers are all engaging with these prospective renters on a daily basis. Thus, every day is a new day to utilize their wealth of knowledge to continue to up hold the integrity of the FHA and seek the most viable and qualified tenants based on the factual requirements. Fair Housing Foundation is just a call away to remove any doubt.

(1) <http://www.presidency.ucsb.edu/ws/index.php?pid=28799>

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

(3) <http://maps.latimes.com/neighborhoods/renters/neighborhood/list/>

(4) <http://nlihc.org/or/california>

WEIGHING YOUR OPTIONS BY: ADRIENNE RAY

Some things to consider when becoming a landlord.



Being a housing provider A.K.A. landlord has a number of advantages and disadvantages. They run the gamut from tax deductions to having to spend a large amount of personal time on regular administrative and maintenance issues. Over the course of this article, we will review some, but not all, of the advantages and disadvantages to being a housing provider and renting out your property. As a housing provider, you must be abreast of civil codes, civil code procedures and federal and state fair housing laws. The idea of learning everything can be cumbersome, but agencies like Fair Housing Foundation (FHF) exists to provide the advice you need about your specific situation free of charge. It is important to ensure that you as a housing provider comply with the responsibilities. There can be certain instances where the landlord/ tenant relationship can get unfriendly. Which is why if you chose to become a landlord you want to make it a good rule of thumb to comply with the rules and regulations, and select tenants who would do the same. Once a housing provider is able to establish their plan of how to run their business, they can start to reap the benefits of regular monthly income, certain tax deductions, long term security, and the flexibility to make all decisions regarding their investment.

So how do you make sure to pick the right tenant? Well, the best path to follow would be make sure: 1) They complete an application with all the necessary information, 2) Run a credit check, you'll want someone who can afford the rent, has a good credit history and no evictions, 3) Call past rental references, you wouldn't believe the heartache it can save if you just make a call. Once you have gathered your candidates, using the suggested selection guidelines you can decide who is the best tenant for your property. When that process is complete and you have created a month to month contract or lease agreement your landlord journey begins. Some of the benefits include, a steady stream of income to assist in covering your mortgage payments, to invest in other ventures, if desired and to assist with property maintenance and upgrades. Please note: as a landlord, you do have to report all of the income you receive and that income is taxable. However, there can also be tax deductions for depreciation, making repairs to the property, deductions paid on interest on the mortgage and travel. The tax deductions available would need to be discussed with a professional accountant to ensure compliance with all guidelines set forth by the Internal Revenue Service.

In my experience as the senior housing counselor at FHF, the biggest issue in landlord/tenant situations is repair issues. Housing providers are required to ensure each and every unit they charge rent for meets what is

Some individuals are deterred from becoming housing providers due to the many responsibilities associated with it, but being a housing provider can be a rewarding experience. While you have the responsibilities that are set forth by law, you do have the ability to gain financial stability and be your own boss.



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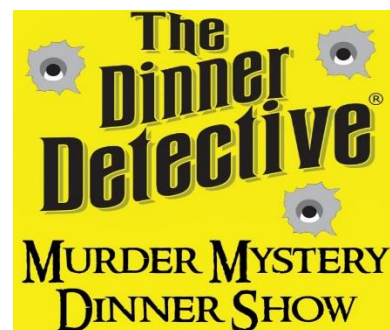
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A woman with blonde hair tied back, wearing a light blue t-shirt, is shown from the waist up. She is holding a silver tablet in her left hand and pointing her right index finger upwards. She has a joyful expression, with her head tilted back and eyes closed. The background is a solid, bright yellow.

A HEARTFELT AND SINCERE 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"

Working Together to Keep the Peace

FHF was contacted by a client, a single mother with a son who has behavioral issues. The tenant had only lived in the upstairs apartment for 3 months when the neighbor below started to complain about the noise coming from tenant's apartment. The tenant's son had not received treatment due to tenant moving to a different service area. The tenant was dealing with challenges finding treatment and appropriate medication for her son. The neighbor below started to harass the tenant by posting letters on the tenant's door, taking videos, and contacting management to complain about tenant's son being a nuisance. The tenant was on a one-year lease. However, because of the neighbor complaining the management company issued a 30-day notice of termination of tenancy. Often your

lease has a clause of "quiet enjoyment", which means that tenants should be able to use and enjoy the premises without interference from others. However, the behavior of tenant's son was a result of his disability. The tenant contacted the Fair Housing Foundation to obtain assistance with a reasonable accommodation request. The Fair Housing Foundation wrote a reasonable accommodation letter to the management company and engaged in an interactive process of negotiation that led to a successful resolution for tenant and her family to maintain their housing. The management company agreed to rescind the termination notice and allow the tenant to continue her tenancy. However, tenant agreed to do her due diligence and take steps to minimize the noise.

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Staying Fair is Always the Goal

In the cities that Fair Housing Foundation (FHF), currently services there are not any rent stabilization ordinance; also known as rent control. Therefore, housing providers have not been limited in the amount of the rent or increase or the number of times they increase the rent in one year. However, in October 2017 Governor Brown issued a state of emergency. The state of emergency put in place by Governor Brown put a 10% limit on price gouging. The state of emergency was put in place as a response to the fires that impacted many areas throughout California. Even though the cities FHF is under contract with did not experience damage to their infrastructure, the price gouging ban still affected those cities. It applied to the whole state. Many housing providers were accustomed to not having any limitation on the rent increases they were able to serve to tenants so they continued to serve rent increase notices that exceeded the limitation

put in place by Governor Brown's state of emergency. I contacted a number of housing providers regarding the limitation. However, there was one particular property in the city of Downey that was recently sold. The new housing provider continued to serve all of the tenants rent increase notices that increased the rent by 20% to 40% and would become effective April 1st.

After a number of phone calls and written correspondence, the housing provider rescinded the rent increase notices that violated the state of emergency. The housing provider then served entirely new rent increase notices that no longer violated the limitations put in place by the state of emergency. New rent increase notices were served, but they will not take effect prior to the expiration of the state of emergency and are in compliance with California Civil Code 827(b).

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:



KNOWING IS HALF THE BATTLE BY: MARTHA TORRES

Whether you rent, own, manage or sell you will want to know these facts.



10 Things Housing Providers Need to Know

1. **Bed Bugs-** Requires that all new tenants beginning 7/1/17 and existing tenants as of 1/1/18 be given a Bed Bug disclosure as part of the rental agreement. AB551
2. **Immigration Status-** Landlords are not allowed to influence a tenant to vacate a unit or attempt to recover possessions of the rental based on the person's immigration status. AB291
3. **Marijuana-** The legalization of recreational marijuana use does not impede a property owner's ability to ban smoking at the property. Proposition 64
4. **Smoking-** A housing provider may prohibit the use of any tobacco products on the property. CCC1947.5(a)
5. **Price Gouging Ban-** Offers protections against price gouging including rent increases after a state of emergency was declared by Governor Brown. Effective until 4/18/18, rent increases can't exceed more than 10%. Executive Order
6. **Death-** Housing Providers must tell prospective tenants if a prior occupant died in the rental unit within the past three years. CCC 1710.2
7. **Pet Nuisance-** Housing providers can't require tenants to declaw or devocalize their pets. CCC 1942.7
8. **Utilities-** Housing providers must disclose to the tenants if their meter is shared with a common use area and; an agreement must be reached between the housing provider and tenant prior to signing the agreement. CCC 1940.9
9. **Domestic Violence-** Housing providers would have to release a tenant who is a survivor of Domestic Violence from their lease. CCC 1946.7
10. **Initial Inspection-** The housing provider must notify the tenant in writing about their right to request and schedule an initial inspection that occurs no more than 14 days prior to move out once the proper termination of tenancy notice is provided by either party. CCC 1950.5

10 Things Tenants Need to Know

1. **Security Deposits-** The maximum amount that can be collected on an unfurnished unit is no more than two times the amount of the monthly rent and no more than 3 times for a furnished unit. CCC 1950.5
2. **Withholding the Security Deposit-** The tenant should send a formal demand letter requesting the refund of the deposit including the itemized list. If no response, the tenant may consider filing a complaint in small claims court. The housing provider may be liable for up to two times the amount of the deposit in damages. CCC 1950.5(1)
3. **Late Fees-** A late fee can be collected if it is a term of the agreement and is reasonably related to the cost the housing provider would incur because of the tenant paying rent late. CCC 1671
4. **Right to Privacy-** A written notice needs to be given to the tenant with a minimum of 24 hours advanced notice including the date entry will be made, approximate time entry will be made and purpose of the visit before entering the unit. Exceptions apply, such as in case of emergency. CCC 1954
5. **Repair and Deduct Remedy-** Tenants can utilize this remedy twice a year if it does not exceed more than one month's rent. The repair would generally be one that affects the tenant's health or safety. CCC 1942
6. **Retaliation-** It is illegal for a housing provider to retaliate against a tenant who has exercised their tenant right as specified by state law or has complained to a federal, state, or local agency about the habitability of the unit. CCC 1942.5
7. **Copy of Rental Agreement-** The Tenant is entitled to receive a copy of the rental agreement within 15 days of signing the agreement. CCC 1962(4)
8. **Translation of Proposed Rental Agreement-** If a housing provider negotiates with a tenant in any language other than English, (Spanish, Chinese, Tagalog, Vietnamese, Korean) the housing provider must provide a written translation of the proposed agreement in the language used to negotiate the terms. CCC 1632
9. **Utility Cutoffs-** A housing provider that causes the utility services (water, gas, electricity etc.) to be cut off to evict or force the tenant out may be held liable for damages. CCC 789.3
10. **Lockouts-** A housing provider who changes the locks or removes the tenant's personal property without the tenant's written permission or a judgement for possession of the property is a violation of the law and can be held liable for damages. CCC 789.3



ASK S.A.M

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

Dear S.A.M.

I'm writing today because I'm in a situation I've never been in before and it's a delicate one. I have a tenant who's been a victim of domestic violence. She and her husband are on the lease with their children. Since living here they've had incidents and the police have visited my complex a number of times. This last time he was escorted away. He's been released and wants to come back, but the big problem is the wife doesn't want to press charges- but doesn't want him in the house. How can I keep him out when he's technically a tenant?

-Worried and Confused {Long Beach, CA}

Dear Worried and Confused,

Unfortunately, the wife will have to make a decision either way. If she chooses to not to press charges, then he will retain his tenant rights. If she eventually decides to press charges, you can follow the Pursuant of California Civil Code 1946.7. The tenant must notify you, the landlord, that she or a household member was a victim of an act that constitutes and act of domestic violence as defined in Section 6211 of the Family Code. If that occurs your next steps would entail- A notice to terminate tenancy under this section shall be in writing. It must contain one of the following attached to the

notice: (a) A copy of a temporary or permanent restraining order, emergency protective order, or protective order lawfully issued. (b) A copy of a written report by a peace officer employed by a state or local law enforcement agency acting in his or her official capacity stating that the tenant or household member is a victim of domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or dependent adult. (c) Documentation from a qualified third party based on information received by that third party acting in his or her professional capacity to indicate that the tenant or household member is seeking assistance for physical or mental injuries or abuse resulting from an act of domestic violence. Best of luck!

Dear S.A.M.

I've recently become disabled. I have a dog that I walk around the complex and there's a rule in the complex that all tenants need to pick up after their dogs in that moment. But my disability doesn't allow me to do it in that instant and now I'm getting a \$50 fine! Can they do that?

-Dog Lover {Irvine, CA.}

Dear Dog Lover,

Fair housing laws require that housing providers make exceptions to their rules, policies, practices or services when they are both reasonable and necessary to allow a person with a disability to live in, use, and enjoy a dwelling. Fair housing laws recognize that a person may need an animal's support for his or her emotional well-being. However, your animal cannot pose a direct threat to the health and safety of others. The animal cannot pose an undue financial or administrative burden to the housing provider. Your housing provider is required to engage in an interactive process to provide you with options and/or alternatives to accommodate your disability, and can expect that you find a means to pick up after your dog.

Dear S.A.M.

I'm a realtor and I manage many homes. I have this one house where the tenant has been renting for about 4 years now. To date has been a stand-up tenant, but suddenly we didn't receive payment. When I reached out to them, I didn't hear anything.

I've contacted them through phone and email, but nothing. We're now going on month two. How should I proceed?

-Did They Leave? {Gardena, CA}

Dear Did They Leave,

It is an odd situation when the tenant is unresponsive to your emails and/or telephone calls when it's not their norm to be late with paying their rent. However, as a housing provider you have the option to issue a 3-day notice to pay rent or quit notice. You can serve it 3 ways- in person, have a third party serve them or post and mail it. You may also want to consider contacting the emergency contacts they have on their contract, if any. If there's been an emergency they may have more insight.

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

-Helen Keller



UPCOMING TRAININGS



- ❖ **Tuesday, 4/3/18-
Landlord Workshop @
2pm-4pm**
Nakaoka Community
Center 1670 W. 162nd St.
Gardena, CA 90247
- ❖ **Wednesday, 4/4/18-
Tenant Workshop @
3pm-5pm**
South Gate Civic Center
8680 California Ave.
South Gate, CA 90280
- ❖ **Thursday, 4/5/18-
Certificate Management
Training @ 12pm-4pm**
Clifton C. Miller
Community Center
300 Centennial Way.
Tustin, CA 92780
- ❖ **Monday, 4/9/18-
Landlord Workshop @
2pm-4pm**
Neighborhood Resource
Center
100 W. Broadway #550
Long Beach, CA 90802
- ❖ **Tuesday, 4/10/18-
Landlord Workshop @
10am-12pm**
Huntington Beach
Central Library
7111 Talbert Ave.
Huntington Beach, CA
92648
- ❖ **Tuesday, 4/10/18-
Landlord Workshop @
3pm-5pm**
Norwalk Social
Service Center 1
11929 Alondra Blvd.
Norwalk, CA 90650
- ❖ **Wednesday, 4/11/18-
Tenant Workshop @
2pm-4pm**
CM Brakensiek Library
9945 Flower St.
Bellflower, CA 90706
- ❖ **Thursday, 4/12/18-
Certificate Management
Training @ 1pm-5pm**
Lynwood Library
11320 Bullis Rd.
Lynwood, CA 90262
- ❖ **Monday, 4/16/18-
Certificate Management
Training @ 1pm-5pm**
Orange City Hall
300 E. Chapman Ave.
Orange, CA 92866
- ❖ **Tuesday, 4/17/18-
Tenant Workshop
@ 2pm 4pm**
Clifton C. Miller
Community Center
300 Centennial Way.
Tustin, CA 92780
- ❖ **Wednesday, 4/18/18-
Certificate Management
Training @ 12pm -4pm**
Huntington Beach
Central Library
7111 Talbert Ave.
Huntington Beach, CA
92648
- ❖ **Thursday, 4/19/18-
Tenant Workshop
@ 10am-12pm**
Newport Beach City Hall
100 Civic Center Dr.
Newport Beach, CA
92660
- ❖ **Thursday, 4/19/18-
Landlord Workshop
@ 2pm-4pm**
1 Civic Center Plaza
Irvine, CA 92606
- ❖ **Monday, 4/23/18-
Walk-In Clinic
@ 10am-12pm**
Huntington Beach City
Hall
2000 Main St.
Huntington Beach, CA
92648
- ❖ **Monday, 4/23/18-
Landlord Workshop
@ 2pm-4pm**
San Clemente
Community Center
100 N. Calle Seville. San
Clemente, CA 92672
- ❖ **Tuesday, 4/24/18-
Landlord Workshop @
2pm- 4pm**
Salt Lake Rec Center
3401 E. Florence Ave.
Huntington Park, 90255

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. Training provided. 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?

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.