

THE FAIR HOUSING TIMES

VOLUME IX

FAIR HOUSING FOUNDATION

JULY 2019 – SEPT 2019



CAN RULES BE APPLIED TO CHILDREN ON A PROPERTY? BY: SINDY GUZMAN

Fair Housing and Familial Status

Summer is approaching and most children will be out of school on summer break. In my past experiences some housing providers around this time usually issue a reminder notice, and/or a summer newsletter to their residents with summer tips and/or a reminder of general apartment rules. Some examples are, "Absolutely no one under the age of eighteen (18) allowed in the Jacuzzi or Jacuzzi area". "If children are found riding anything with wheels it will be taken from them and placed in the office until the parents pick the items up". "Children under the age of 14 must be supervised at all times."

"There is an 8:00 p.m. curfew. All children are to be inside their apartments". "Children cannot be left to play unattended at any time. Especially while you are cleaning house or doing laundry." It is unlawful for a landlord to discriminate against children, or to discriminate against tenants because of having minor children. The California

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SUMMER FUN HAS BEGUN



...

We will be out enjoying the great weather and making sure people know their rights!

...

HAPPY 4TH OF JULY



...

Fair Housing Foundation hopes that everyone has a Happy Independence Day!

...



Supreme Court first imposed the prohibition of discriminating against families with children in 1982, relying on the California Unruh Civil Rights Act, in the important case of *Marina Point v. Wolfson*. Under the Federal Fair Housing Act 42 U.S.C. §3602— “Familial Status” means one or more individuals (who have not attained the age of 18 years). If the landlord wishes to establish non-discriminatory rules for tenants with children for safety purposes, the landlord must show that the rules constitute a compelling business necessity and that he or she has used the least restrictive means to achieve that end.

See *United States v. M. Westland Co., Fair Housing – Fair Lending* ¶ 15,941 (HUD ALJ 1994). For example, Title 24 of the California Code of Regulations, Section 312B.4, provides that where no lifeguard service is provided, a warning sign must be posted which says, “Warning-No Lifeguard On Duty” and that “Children 14 Should Not Use Pool Without An Adult in Attendance”. A landlord cannot, however, require that all minors be accompanied by an adult. To avoid discrimination against children, it would be a good practice to have your rules and regulation and/or lease reviewed from a *qualified counsel*.

NATIONAL NIGHT OUT



• • •

Come out and celebrate
your community on

August 6, 2019

*Check your city website for
more local information.*

The goal of National Night Out is to build and maintain community partnerships to make neighborhoods safer and a more caring place to live.

Fair Housing Foundation
will be participating in a
few of the local National
Nights with an
informational booth.

• • •



RENTAL HOUSING COUNSELING



PROTECTS YOUR PRESENT
AND
EMPOWERS YOUR FUTURE

WHAT IS RENTAL HOUSING COUNSELING?

It is a one on one counseling session that will:

- Assess your housing and financial situation
- Create a personalized budget
- Set realistic financial goals
- Improve your credit score
- Manage your debt
- Connect you with resources to assist with utility bill and other rental support
- Prevent eviction
- Know your fair housing rights
- Resolve landlord/tenant disputes
- Find affordable housing

WHEN SHOULD I CALL?

Anytime you are ready! Call to schedule a FREE
Rental Housing Counseling appointment
(800) 446-FAIR

Fair Housing Foundation is a HUD approved Housing Counseling Agency with trained counselors who will help pave the way to a more secure future.

DID YOU KNOW:

60% of low-income renters pay more than half of their gross monthly income on housing.

60%

Let us help
make sure you
don't become part of that
statistic!

3605 Long Beach Blvd.#302
Long Beach, Ca 90807
(562) 989-1206

2300 E. Katella Ave. #405
Anaheim, Ca 92806
(714) 918-8001



CONGRATULATIONS TO THE WINNERS OF THE
35TH ANNUAL FAIR HOUSING POSTER CONTEST.
IMPRESSIVE POSTERS BY INCREDIBLE KIDS!

1st Place



2nd Place

3rd Place

EDUCATION & OUTREACH SPOTLIGHT

National Alliance on Mental Illness (NAMI)

The mission of NAMI Orange County is to provide emotional support, education, and resources for families, and those affected by mental illness. In collaboration with the entire community, they advocate for a life of quality and dignity, one without discrimination, for all those persons affected by this illness.

NAMI Orange County is a volunteer based non-profit organization. It is the leading self-help organization in the County for families and friends of those suffering from serious mental disorders. Founded in 1980, NAMI Orange County offers family support groups, advocates for legislation, supports research efforts, and works to educate the public to reduce stigma. NAMI Orange County, affiliated with NAMI California, and the National Alliance on Mental Illness (NAMI), receives its funding from its membership and from the community and provides services free to the public.

Programs include:

- ❖ Psychiatric Emergency Response Services
- ❖ Conservatorship
- ❖ Legal Resources
- ❖ Form 1424-History of Illness
- ❖ Mental Health Courts
- ❖ Psychiatric Illnesses Education
- ❖ Treatment
- ❖ Counseling Resources
- ❖ Long Term Care
- ❖ Suicide Prevention
- ❖ Emotional Support
- ❖ Provider Education
- ❖ 12-week Family to Family educational program
- ❖ 6-week basics educational program
- ❖ Family Support Groups
- ❖ Peer Mentor Program
- ❖ Community Outreach
- ❖ School Outreach



1810 East 17th Street
Santa Ana, CA 92705

Telephone: 714-544-8488

Website: www.namioc.org

EXAMPLES OF OUR COMMITMENT TO FAIR HOUSING



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*"

Teamwork Makes the Dream Work!

FHF successfully conciliated a reasonable accommodation case. The client contacted FHF after several weeks of not hearing back from the management company regarding a reasonable accommodation for an Emotional Support Animal (ESA) for the client's minor son. The client's son became depressed after the passing of a very close friend. The son's depression started to affect him both at school and his personal life. The client provided a letter from therapist treating client's son recommending an Emotional Support Animal as part of son's treatment plan. The letter from the therapist supporting the need of an ESA was delivered to the onsite manager. The client's son acquired an ESA, but since it was pending approval of management, they held off on bringing it into the home. The client feared that if they

brought the ESA to the home without it first being approved, it would put client's tenancy at jeopardy. To avoid any repercussion the client slept away from the home with the ESA for several weeks. Once the client contacted FHF, a reasonable accommodation letter was sent to the management company. At that time the management company contacted FHF advising FHF that they consult with an agency to review and approve all reasonable accommodation request. The FHF reached out to the agency in care of reviewing, approving and/or denying the accommodation request. In collaboration with the agency the reasonable accommodation request was approved!

Empowered to Ask!

A tenant called the Fair Housing Foundation and explained that he had received a Three (3) Day Notice to Quit from his landlord. In speaking with the tenant, he confirmed that his doctor had recommended and approved an Emotional Support dog to assist with his disability. The tenant had adopted an emotional support dog to help with his emotional well-being. Unfortunately, the tenant was not unaware that he was required to inform the landlord of his emotional support animal. A letter was sent to the owner informing them that under the California Fair Employment and Housing Act (FEHA), the tenant has the right to request the assistance of an ESA. Under the Act the request regarding animals must be reasonable and if so allowed in housing as part of a reasonable accommodation for a tenant's disability.

The Housing Counselor advised the tenant to submit a reasonable accommodation request to the landlord, requesting that the emotional support animal be approved for him to keep in his apartment. The tenant had a doctor's note documenting his need and had all the proper licensing information for the dog. The tenant agreed to submit the reasonable accommodation request to the landlord, along with all his supporting documentation.

The tenant's request was later approved, and the tenant is now living with his support dog in the apartment.

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:





In this article, I will first review what causes mold, how to spot and identify mold, and finally how to address a mold issue as a landlord or tenant. Mold is an essential part of our environment and helps break down organic matter. Unfortunately, mold can also become a health hazard and can affect our health in unseen ways.

I note here that the California Department of Consumer Affairs California Tenants: A Guide to Residential Tenants' and Landlords' Rights and Responsibilities ("LT&G"), provides not only a great overview of most Landlord/Tenant issues, but also provides individual California Civil Codes pertaining to each landlord tenant subject. Throughout this article I will be referencing this guide. ¹

The United States Environmental Protection Agency ("EPA") described mold as *"being found everywhere, indoors and outdoors."* ² Mold can become a problem when it grows inside and affects indoor air quality. The best way to control mold growth is to control indoor

moister. The ("EPA") confirms that *"Visible mold is covered by the California Housing Code: visible residential mold at a level that may be hazardous to occupants is a condition that makes housing substandard. The visible mold can be cited by local code enforcement so that the owner is required to remediate the problem."* ³

Landlord Responsibilities

Under California law, every residential lease contains two implied promises (or "covenants") that apply regardless of whether they explicitly appear in a rental agreement. One is the Warranty of Habitability, which provides that rented properties must meet certain minimum standards of livability, as set forth in California Civil Code section 1941.1 and California Health and Safety Code sections 17920.3 and 17920.10. Another is the covenant of quiet enjoyment.

The covenant of quiet enjoyment states that a tenant has the right to enjoy his or her rental

unit without “*substantial interference*” from the landlord. It ensures that tenants benefit from the full use and enjoyment of their rental unit.

The California Department of Public Health confirmed that “*the mere presence of water damage, dampness, visible mold, or mold odor*” in a building poses a health threat.” Also, the statement confirmed that “*Rather than try to measure mold levels or determine specific types of mold, the department strongly recommends taking prompt, diligent steps to remediate mold and address any underlying moisture issues that may be present in a building.*” ^{*4}. The above referenced laws clearly show that both the landlord and tenant must take repairs and more specifically, mold seriously. Prompt actions can ensure compliance with state law and maintain a habitable space.

California Mold Disclosure Requirements

California law requires landlords to provide tenants with a written disclosure, prior to signing a rental agreement, when they know, or have reason to know, that mold exceeds permissible exposure limits or poses a health threat. (Cal. Health & Safety Code § 26147.)

Further, California law requires landlords to provide tenants with a written disclosure, prior to signing a rental agreement, when they know, or have reason to know, that mold exceeds permissible exposure limits or poses a health threat. Although, the law allows for the adoption of permissible exposure limits, the state health department has determined that it’s not feasible to do so.”

Tenant’s Responsibility for Repairs

The (“LT&G”) also confirms that “*Tenants are required by law to take reasonable care of their rental units, as well as common areas such as hallways and outside areas. Tenants must act to keep those areas clean and undamaged. Tenants also are responsible for repair of all damage that results from their neglect or abuse, and for repair of damage caused by anyone for whom they are responsible, such as family, guests, or pets.*” ^{*5}. As a tenant, you are responsible to report any repairs to your rental unit promptly. In the case of mold, your life may depend on it! I always recommend that if you see or smell mold that you notify the landlord in writing.

Spotting Mold

How do you know if you have a mold issue? As you may or may not know mold does not have to be visible to be dangerous. These symptoms usually caused by signs of water damage or water leaks.

In an article on the website moldpedia.com, “Mold-in-House-Signs.” ^{*6} The website gives the following signs of mold as:

- *Allergic Symptoms from Mold*
- *Smelling a Mold Odor*
- *Seeing Signs of Mold Growth*

In California, if you report mold issues to your landlord and they do not make efforts to repair the mold, you may have the right to:



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.,

My neighbor smokes medical marijuana and the smoke is starting to really affect my health. When I asked the tenant to refrain as much as possible, she told me that she could because of a medical condition. The problem is I can no longer take the smell and the smoke is making a heart issue I already have, even worse. What can I do about it?

~ Heart Health {Fullerton, CA}

Dear Heart Health,

There is a conflict between federal law and California state law. California legalized medical marijuana several years ago and then, more recently, legalized the use of marijuana for recreational purposes. However, federal law still makes it a federal crime to use marijuana, even if it is for a medical purpose and even if a state has legalized it. You can also make request a reasonable accommodation request. Fair housing law requires a landlord to make exceptions to the rules when the exceptions are both reasonable and necessary to allow a person with a disability to have equal opportunity to live in and enjoy housing.

Dear S.A.M.,

I just moved out of my unit a week ago. I wanted to know if I'm entitled to a full refund of my security deposit? Before I moved in, there was already damages in the unit. I left the unit in better condition than when I got it. Before I left, I had asked for a pre-moveout inspection, but my landlord never responded to my request.

~ Where's My Deposit? {Anaheim, CA}

Dear Where's My Deposit,

You have a legal right to a full refund of your security deposit. The key in this kind of situation is going to be: documentation. That can be in the form of picture, videos, text messages, and written correspondence. If you requested a "pre-move" inspection, hopefully you have a corresponding confirmation letter, text or email. The ("LT&G") confirms that "the landlord can use the security deposit, for example, if you move out owing rent, damage the rental unit beyond normal wear and tear, or leave the rental less clean than when you moved in."

The LT&G also states when you move out of the rental, the law allows the landlord to keep part or all the security deposit in any one or more of the following situations:

- *You owe rent*
- *You leave the rental less clean than when you moved in;*
- *You have damaged the rental beyond normal wear and tear; and*
- *You fail to restore personal property (such as keys or furniture), other than because of normal wear and tear.*

Finally, page 55 “the landlord must perform an initial inspection as described in this sidebar if the tenant requests it but cannot make an initial inspection unless the tenant requests it. However, the landlord is not required to perform an initial inspection if the landlord has served the tenant with a three-day notice (an eviction notice)

The landlord must give the tenant written notice of the tenant’s right to request an initial inspection of the rental and to be present during the inspection. The law is clear if you request an initial inspection, the landlord must inspect and provide you the opportunity to repair. If the landlord declines the initial inspection, then he cannot deduct from your security deposit for repairs.

Dear S.A.M.,

I have taken over as the new owner of the property after my brother passed away. Before his passing, my brother had tenants living in the property. He never signed a lease/contract with them and there is no personal information about them. The tenants refused to pay rent and refused to provide me any personal information about them. I want to know what I can do to terminate their tenancy when I don’t have a name for them. How can I serve them a notice?

~ John Doe [Norwalk, CA]

Dear John Doe,

Assuming that there is no “probate issue” and you have all the documentation to validate your vested interest in the property, you may then move forward with the eviction process against the unknown tenants.

The (“LT&G”) confirms that “A landlord can use a written three-day notice (eviction notice) if the tenant has done any of the following: Failed to pay the rent...” Also, the landlord may choose to serve the tenants a Thirty (30) or Sixty (60) day “Notice to Quit” as detailed in Civil Code Section 1946, Code of Civil Procedure Section 1162.

Further, the Orange County Superior Court website, confirms that “Try to name all of the adults who live at the property as defendants. It can be hard to enforce the judgment against anyone who is not named in the complaint as a defendant. You do not have to name children under 18 as defendants. You can also add unknown defendants by checking the box “DOES” and entering “DOES 1 to (insert a number such as 10 or 100),” etc.

UPCOMING TRAININGS



- ❖ **Tuesday, 7/16/19**
Tenant Rights
Workshop @ 3pm-5pm
Norwalk Social Service
Center
11929 Alondra Blvd.
Norwalk, Ca 90650
- ❖ **Monday, 7/22/19**
Rental Counseling
Workshop @ 2pm-5pm
Fullerton Library
353 W. Commonwealth
Avenue, Fullerton, CA
- ❖ **Tuesday, 7/23/19**
Tenant Rights
Workshop @ 3pm-5pm
Garden Grove City Hall
11222 Acacia Pkwy
Garden Grove, Ca 92840
- ❖ **Wednesday, 7/24/19**
Tenant Rights
Workshop @ 3pm-5pm
South Gate Civic Center
8680 California Ave.
South Gate, Ca 90280
- ❖ **Tuesday, 8/13/19**
Tenant Rights
Workshop @ 3pm-5pm
Fullerton Library
353 Commonwealth
Ave. Fullerton, Ca 92832

- ❖ **Tuesday, 8/19/19**
Certificate
Management Training
@ 12pm-4pm
Irvine City Hall -Rm 104
1 Civic Center Plaza
Irvine, CA 92606
- ❖ **Tuesday, 8/20/19**
Landlord Rights
Workshop @ 3pm-5pm
Norwalk Social Service
Center
11929 Alondra Blvd.
Norwalk, Ca 90650
- ❖ **Tuesday, 9/10//19**
Tenant Rights
Workshop @ 2pm-4pm
12 Journey #100
Aliso Viejo, Ca 92656
- ❖ **Thursday, 9/12/19**
Landlord Rights
Workshop @ 3pm-5pm
Garden Grove City Hall
11222 Acacia Pkwy
Garden Grove, Ca 92840
- ❖ **Tuesday, 9/17/19**
Walk-In Clinic
@ 2pm-4pm
Irvine City Hall -Rm 104
1 Civic Center Plaza
Irvine, CA 92606
- ❖ **Wednesday, 9/18/19**
Tenant Rights
Workshop @ 2pm-4pm
Irvine City Hall -Rm 104
1 Civic Center Plaza
Irvine, CA 92606

Attend a Free Workshop!!

Even though our fiscal year is coming to an end, we will be adding many more workshops and trainings. As we get them scheduled we will post them.

Please feel free to visit the [calendar](http://www.fhfca.org) on our website
www.fhfca.org



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!

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 Sindy

Guzman at

sguzman@fhfca.org



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

~ **Elizabeth Andrew**

