

## FAIR HOUSING, COVID-19 & MASKS

BY: SINDY GUZMAN

The Fair Housing Act (FHA) and The Fair Employment and Housing Act (FEHA) provide protections to individuals with disabilities. People with disabilities, whether it is a physical or mental impairment have the right to reasonable accommodations in rules, policies, practices, or services related to housing when necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling. It is unlawful under the Fair Employment and Housing Act for a housing provider to ask any tenant about the tenant's actual or perceived disability, including a disability related to COVID-19. Housing providers should use judgment and follow public health orders

and recommendations in making repairs to protect their employees and tenants from exposure to COVID-19. That begs the question... Can a tenant make a reasonable accommodation not to wear a mask in the common areas if it is a requirement from management? That answer will depend on various factors. Tenants must follow public health orders and recommendations, including those to maintain physical distancing. A housing provider must grant *reasonable*

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WE WARMLY  
WELCOME 2021



...

May this upcoming year  
be filled with new  
opportunities & success!

...



...

Fair Housing Foundation  
sends well wishes for a  
prosperous new year

...



accommodations where necessary to afford an individual with a disability an equal opportunity to use and enjoy a dwelling unit and public and common use areas. It is important to note that accommodation must be considered, but if the request would constitute an undue financial and administrative burden, a fundamental alteration of the program, or if allowing

the accommodation would constitute a direct threat to the health and safety of others or would cause substantial physical damage to the property of others; the owner may be able to deny the request. When making requests it is essential to understand that a housing provider may not request additional information about an individual's disability or

need for an accommodation. All that is required is the individual (or their representative) provides reliable information about the disability and how the requested accommodation is necessary to their health. If you find yourself having questions about reasonable accommodations as a tenant or an owner, please call Fair Housing Foundation.



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FAIR HOUSING FOUNDATION'S SHINING STAR IS  
A REMARKABLE COMMUNITY-BASED ORGANIZATION  
THAT IS CHANGING THE LIVES OF MANY

# *Thomas House Family Shelter*

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

~ (714) 554-0357~



**THOMAS HOUSE  
FAMILY SHELTER**

For more than 30-years, Thomas House has provided rent-free shelter, including food and supplies, for homeless families with children. In return, each parent is required to work full-time and save 80 percent of their income, enabling families to build their savings and learn essential life skills. As a result, in an average 12 month stay, families are able to save a minimum of 2 to 3 months expenses and transition to permanent housing of their own. Thomas House has changed the lives of many men, women and children.

## Services that Thomas House offers is:

- Shelter
- Case Management
- Career Development
- Youth Development Program
- Graduate Program

As a non-profit, 501 (c)(3) donations are critical to be able to continue their mission. Feel free to donate [here](#) or attend one of their fundraising events. If you would like to donate in other ways, please click [here](#)



# 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 [info@fhfca.org](mailto:info@fhfca.org) with the subject "Testimonial"

## *Stellar Teamwork!*

FHF assisted a client in the one of our 24 service cities with a reasonable accommodation request. The client received a 3-day Notice to Quit for nuisance, but the client firmly denied the allegations. The client was accused of making threats towards the owner and harassing tenants, but with no proof to affirm the allegations. Shortly after, the client received a summons and complaint because of the alleged behavior, all while the client is stating the claims were not true. FHF wrote the attorney representing the owner an email requesting an extension of tenancy on behalf of the client due to a medical related need. The client is wheelchair bound and suffers from several other medical

conditions. Once the email was sent to the attorney the attorney consulted with their client. They agreed to allow the client to remain in her apartment until the new year then would be required to vacate the premises. FHF was not only able to negotiate more time, but also a no money judgment owed, and the court records sealed. FHF successfully conciliated the client's reasonable accommodation request.



## *An Incredible Landlord Who Stepped Up!*

FHF successfully conciliated a reasonable accommodation request for a client that was having an issue with neighbor smoking cigarettes. The client stated the smoke was drifting into her apartment that was negatively affecting the client's health. FHF wrote a reasonable accommodation letter to the owner requesting an accommodation on the client's behalf. The owner made a good faith effort and sent a reminder to all of the tenants' reminding them of the "no smoking" policy in their contracts. In addition, the owner provided the client with an air purifier to use in instances where client felt the presence of smoke.

Shortly after, the client informed our Case Analyst that after owner sent the reminder notice to all residents, she no longer has the issue with the cigarette smoke drifting into her apartment and she was feeling much better.



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](http://www.fhfca.org)

Follow us on:



# WHAT ASSEMBLY BILL 3088 MEANS FOR 2021

BY: ELIZABETH CASTRO



January 2021 is the last month that tenants will be able to submit a Declaration of Hardship to their owners or managers under AB3088, if applicable to their financial situation. Now, this could change if the states decide to amend AB3088 in any way. One of the more notable requirements of the bill, is that tenants will have to pay 25% of the total rent owed from September 2020 to date; as well as return a declaration in order to avoid eviction. For example, if the total accumulation of back rent is \$10,000, then the tenant will have to pay \$2,500, along with making sure they have submitted the declaration of hardship. For rent owed from March 2020-August 31, 2020, a tenant must pay 50% by 2/28/21 and 100% by 8/31/21<sup>1</sup>.

If the tenant follows these requirements under the bill, the amount owed now becomes consumer debt. Thereafter, the landlord and tenant can create an agreement

of repayment or the landlord would pursue recovering what is owed through small claims court. Under AB3088 small claims courts have allowed for landlords to recover amount exceeding jurisdictional limits. In small claims court, under normal circumstances, one could sue for up to \$10,000, if they are an individual or a sole proprietor. Corporations and other entities are limited to \$5,000<sup>2</sup>. Landlords may begin to recover the debt for September 2020-January 2021 on March 1, 2021. It is important to note that eviction judgments in non-payment of rent cases filed between March 4, 2020 – January 31, 2021, are subject to masking and are not publicly available, regardless of the outcome <sup>3</sup>.

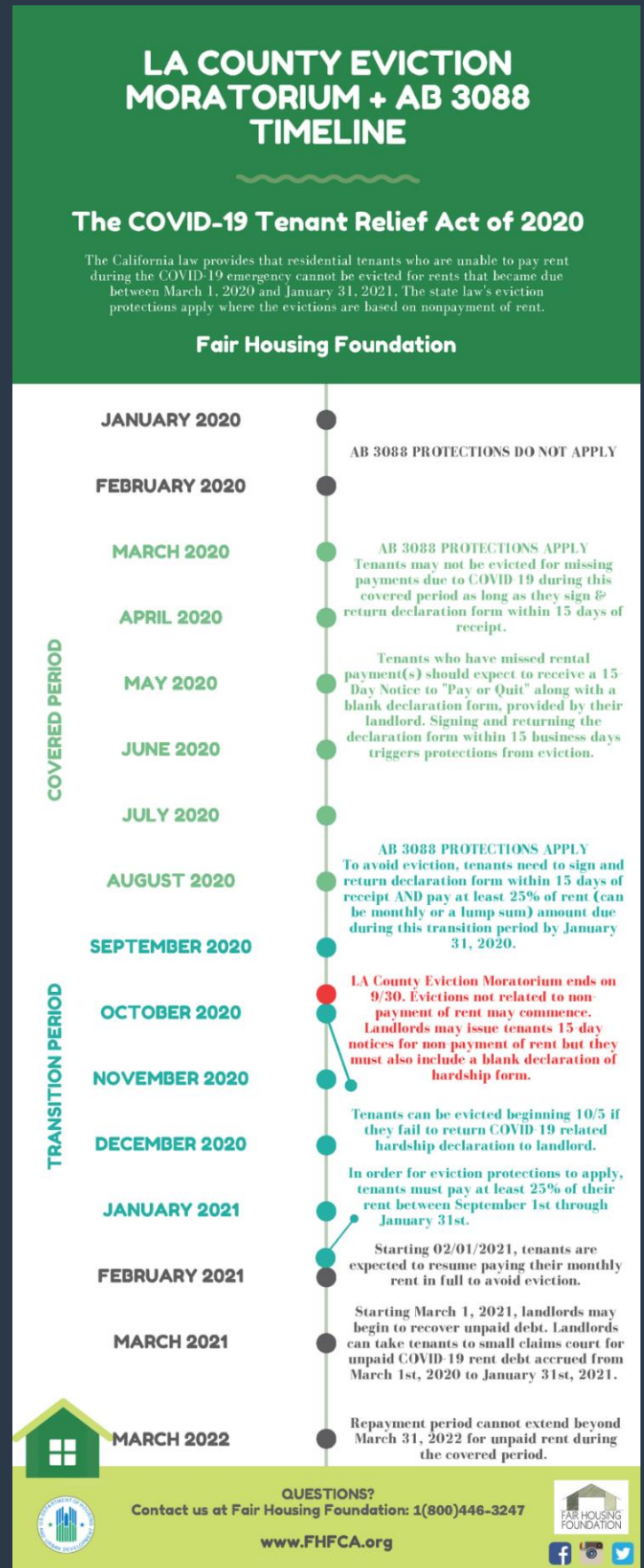
On February 1, 2021 landlord can evict tenants who had a COVID-19 related financial hardship but failed to be in compliance with AB3088. There are some



local ordinances put in place to prevent evictions in response to COVID-19; those will continue to apply until they expire. However, keep in mind that such ordinances cannot be renewed, modified or adopted between August 19, 2020 and January 31, 2021. Any local ordinance that allows a tenant to pay off unpaid rent must begin by March 1, 2021 and expire by March 31, 2022 <sup>4</sup>

1. <https://www.lawfoundation.org/ab-3088-faq-eng>
2. [https://www.dca.ca.gov/publications/small\\_claims/file.shtml](https://www.dca.ca.gov/publications/small_claims/file.shtml)
3. <https://caanet.org/app/uploads/2020/08/COVID-19-Relief-Act-Explainer-Final.pdf>
4. <https://www.natlawreview.com/article/residential-eviction-protections-and-california-consumer-financial-protections-pass>

For more information on the AB3088 timeline to the right, please click [here](#)





## ASK S.A.M

Three of our longest standing staff respond to *your* questions. To submit your question, please email [info@fhfca.org](mailto:info@fhfca.org), with the subject “Dear S.A.M.”

Dear S.A.M,

I am a tenant and have been living in my home for about 5 years now. The owner and I have always had a good relationship until COVID hit. I have paid what I could, but of course not in full each month. The owner has totally changed with me and has texted and called me like crazy. And even sometimes just showing up at the house. I’m not trying to get out of paying my rent. I know I will have to, but is he allowed to treat me like this? TIA

~ Doing What I Can {Bellflower, CA}

*Dear Doing What I Can,*

*You may want to send the landlord a formal letter asking him to cease the harassment if you have already informed him of your COVID-19 related economic impacts and submitted the declarations. Make sure the letter details the harassing incidents*

*and retain a copy of the letter for your records. If the landlord continues to violate the rules, you can seek legal assistance, or file suit in small claims court to recover damages that you suffered due to the landlord’s misconduct. Landlords may face increased penalties at this time, if they engage in other extreme harassing behavior.*

Dear S.A.M,

I am new to renting out properties. I just purchased a duplex at the end of November. Both units already had tenant’s who had been there for a while. One recently moved out and their unit had a substantial amount of damage. I know about the 21 day rule, but what happens when I’m still waiting on quotes for work that needs to be done? I will surely go beyond my 21 days. What do I need to give them to show that I’m not holding on to their deposit, but they left so much for me to do that



it will take time. We did a walk through before they left so they knew work needed to be done.

~ Responsible Owner {La Habra, CA}

*Dear Responsible Owner,*

*If the repairs cannot be finished within the 21-day period, the landlord can send the tenant a good faith estimate of the cost of repairs. Within 14 calendar days after completing the repairs or receiving the invoice or receipt, you must mail or deliver the correct itemized statement, invoices and receipts, and any refund if it applies.*

*Dear S.A.M,*

I'm a Section 8 tenant and have lived in my place for a little over a year. My apartment barely passed Section 8's inspection when I moved in. Now my case worker is telling me they are not going to pay because the unit didn't pass inspection and I'll have to be out soon. When I talked to the manager about it,

she told me that's fine because that means she won't have to evict me or make the repairs. Especially since she hasn't been getting rent. This feels all wrong. What I can I do about this?

~ Upset & Confused {Garden Grove, CA}

*Dear Upset & Confused,*

*To start, you may want to check the inspection report first and make any corrections that you, your household members or guests may have caused. Next, I would consider following up with code enforcement or the health department and have them come out and inspect the unit, especially if you had previously notified the landlord of any needed repairs or it was mentioned to them by Section 8 before you moved in. If you have not been paying rent due to COVID-19 related economic hardships, the landlord cannot refuse to make essentially needed repairs as a way to force you out of the unit.*



**The A.S.K. Sam section is for educational purposes only and does not constitute as legal advice. If you have a legal question, please contact your local Legal Aid or an attorney of your choice.**

LEARN MORE ABOUT YOUR RIGHTS BY ATTENDING ONE  
OF OUR VIRTUAL WORKSHOPS OR WALK-IN CLINICS.  
PLEASE RSVP [HERE](#)



## **Tuesdays** Virtual Fair Housing Workshop

Listen to our Housing Counselor present information about COVID-19 and its effect on housing, Federal and State housing laws, and so much more. Workshop takes place via Zoom.

**1:30PM - 3:00PM**  
To RSVP, please visit [www.FHFCA.org](http://www.FHFCA.org)

## **Wednesdays** Virtual Walk-in Clinics

Our Walk-in Clinics are held via phone or Zoom and will provide an opportunity for you to speak with a housing counselor to discuss any rental housing issues, tenant/landlord disputes, and answer any questions. Schedule a time today! Se habla Español.

**9:00AM - 4:00PM**  
Call (800)446-3247 Ext. 1111



## **Jueves - Cada Primer y Tercer del mes** Taller Virtual de Vivienda Justa

Escuche a nuestro Consejero de Vivienda presentar información sobre COVID-19 y su efecto en la vivienda, leyes federales y estatales y mucho más. El taller se lleva a cabo a través de Zoom.

**10:00AM - 11:30AM**  
Para reservaciones visite [www.FHFCA.org](http://www.FHFCA.org)



[www.FHFCA.org](http://www.FHFCA.org)  
(800)446-3247



**FAIR HOUSING  
FOUNDATION**

Fair Housing Opening Doors





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.

For more information  
on becoming  
a tester, please  
contact Cindy  
Guzman at  
[sguzman@fhfca.org](mailto:sguzman@fhfca.org)



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

~ Elizabeth Andrew

