

SEXUAL ORIENTATION & GENDER IDENTITY AND HOUSING

BY: SINDY GUZMAN

On January 20, 2021 President Biden signed Executive Order 13988 titled *"Preventing and Combating Discrimination on the basis of Gender Identity or Sexual Orientation."* According to a February 11, 2021 memorandum issued by HUD it mentions that the Executive Order 13988 expands protections for LGBTQ under the fair housing act and are now considered types of "sex" discrimination prohibited by the federal fair housing act (FHA). The Federal Fair Housing Act prohibits discrimination in housing, both public and private, on the basis of race, color, religion, sex, national origin, familial status, and disability. Under the new

guidance HUD said it will be able to investigate complaints made under the Fair Housing Act of 1968 which, "prohibits this discrimination because of race, color, national origin, religion, sex, familial status, and disability that are made by people who alleged discrimination because of gender identity or sexual orientation." In a statement made by Jeanine M. Worden, the acting Assistant Secretary of HUD'S office Fair Housing and Equal Opportunity,

What's Inside?

The Changes in Fair Housing	1-2
Featured Organization	3
Fair Housing Sponsors	4
Testimonials	5-6
Repairs During COVID	7-8
Workshop Information	9
Ask S.A.M	10-11
Volunteers	12

HELLO SPRING



...

We hope you enjoy the April showers that are sure to bring May flowers.

...



...

Fair Housing Foundation hopes your spring is in full bloom!

...



it stated the department will look into those types of complaints made since January 20, 2021, the day Biden signed his order. Assistant Secretary Worden also added to her statement that, *“Housing discrimination on the basis of sexual orientation and gender identity demands urgent enforcement action. Every person should be able to secure a roof over their head free from discrimination, and the action we are taking today will move us closer to that goal.”*⁽¹⁾ Additionally, Sex discrimination has been interpreted to include discrimination against victims of domestic violence, as most victims are women. Fair housing laws protect female victims of domestic violence from being denied housing because of past violence committed against them, and from being evicted under the grounds of a “zero tolerance” crime

policy. It is illegal to evict a domestic violence victim because she called the police or obtained a restraining order against her abuser ⁽²⁾. Discrimination against domestic violence victims jeopardizes housing security for victims and their families leaving abusive situations. These scenarios leave the victim in an even more vulnerable position. Another vital component to share, is if a tenant lives in or is applying to a federally subsidized housing program, a federal law called the “Violence Against Women Act” also prohibits housing discrimination against victims of domestic violence, dating violence, sexual assault, and stalking. This shift is a prime example are the important changes that are occurring in the fair housing world.

With April being fair housing month, the hope is we all take a moment to acknowledge its significance. But to also understand the profound difference it has made and will continue to make for generations to come.

(1)

https://www.hud.gov/press/press_release_s_media_advisories/hud_no_21_021

(2)

<https://www.washingtonpost.com/business/2021/02/11/hud-expand-fair-housing-protections-transgender-people/>



The contents of this document are the sole property of the Fair Housing Foundation and may not be duplicated or repurposed without the expressed written consent of the 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.

Community Action Partnership of OC

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

~714-897-6670~



The Community Action Partnership (CAPOC) seeks to end and prevent poverty by stabilizing, sustaining and empowering people with resources they need when they need them. By forging strategic partnerships, they form a powerful force to improve the community. The CAPOC runs on the core values of leadership, collaboration, trust, compassion, and justice. They are able to support those in need by attending to immediate needs, as well as empowering communities. CAPOC is able to live out their mission and vision by offering:

- Food & Nutrition Resources
- Infant & Youth Resources
- Medical & Mental Health Resources
- Senior & Elder Resources
- Financial & Workforce Resources
- Undocumented Immigrant Resources
- Utility & Rental Assistance

- And more.....

SERVING ORANGE COUNTY

11870 Monach Street.

Garden Grove, CA 92841

TAX ID: 95-2452787

<https://www.capoc.org/give-today/>

A SINCERE THANK YOU TO THESE INCREDIBLE COMPANIES WHO DONATED AND JOINED US IN CELEBRATING FAIR HOUSING MONTH!

Total Wine
& MORE



WOOD RANCH
BBQ & GRILL®



YOU ARE
CORDIALLY INVITED
TO OUR
37TH ANNUAL
FAIR HOUSING
MONTH CELEBRATION

4/26/2021

1:30pm-3:00pm

Via Zoom

Fair Housing- "In This Together"

Please join us in honoring Fair Housing Month.

You don't want to miss these incredible speakers, our raffles and poster contest.

We hope to see you there!

~ Introduction

~ Chris Brancart, Esq- "*Housing Discrimination by the Woke*"



~ Arturo Diaz, L.C.S.W.- "*Compassion and Compression*"



~ Poster Contest Voting

~ Appreciation Raffle

~ Closing Remarks

Please RSVP by 4/23/21 to
<https://bit.ly/2NDCv2F>

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 would like to share your positive experience, please email info@fhfca.org with the subject "Testimonial"

FHF with the ESA Assist!

Fair Housing Foundation (FHF) successfully conciliated a reasonable accommodation case on behalf of a resident. The resident had been prescribed an Emotional Support Animal (ESA), a dog specifically. The tenant had initially provided the onsite manager with a letter written by tenant's medical provider supporting the need of an ESA. However, onsite manager issued the tenant with a notice to remove the unauthorized dog, because the tenant did not have permission to have a dog and because of its size. The ESA is a Golden Retriever. The onsite manager initially told the tenant that most likely management will charge the tenant a pet deposit and pet rent, regardless of if it is an ESA or not. Shortly after, the manager contacted the tenant and advised him that management had denied their request to have an ESA, even though the tenant provided management with all supporting documents needed. The onsite manager told tenant that the reason for the

denial was because the property has a 25 lb. weight restriction for dogs and tenant's dog weighed more than that. The manager went on to say that service animals are usually bigger dogs, but emotional support dogs are not. The tenant was asked to remove the ESA. The tenant immediately contacted our office and requested information about their rights. FHF wrote a letter on behalf of the tenant to the management company. After several attempts to contact the management, FHF was finally able to obtain a response from the management company in regards to the tenant's ESA. The tenant was granted permission to have the ESA, and waived any additional fees associated, such as pet rent and pet deposit. The tenant was very pleased with the outcome and is quoted saying, "Thank you so much, Sindy. You have been an amazing, supportive help! I appreciate everything!"

The Importance of Playing by the Rules

FHF was contacted by a tenant who was not sure what rights they had. The only thing she knew was that her husband's doctor prescribed him an Emotional Support Animal (ESA) as part of his treatment plan. The tenants had no way of knowing how and if they could ask management. However, they were concerned because the properties Rules & Regulations have a "No Pet" policy. Initially, the tenant made her first attempt to request a reasonable accommodation on behalf of her husband. However, during the exchange where the client provided the supporting documents to the manager, she was told by the manager that the owner was very stubborn and will rather sell the property before they allowed pets. Some time went by and the tenants had not heard

back from the manager- even though they had made multiple attempts to follow-up with the manager. The client later learned about Fair Housing Foundation (FHF) and our services, so she reached out for help. FHF assisted her in writing a reasonable accommodation letter on behalf of her husband. Neither the owner, nor the manager responded to the first reasonable accommodation letter that was sent. Not until the second follow-up letter was sent to the manager, did the manager respond. The manager stated that they were having the paperwork reviewed by the owner's attorney. Soon after the second correspondence, our Case Analyst was contacted by the manager saying the owner's attorney reviewed everything and they were granting the ESA. The tenants were very relieved with the outcome.

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

Phone: 800-446-FAIR

TTY: 800-855-7100

Fax: 562-989-1206

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:



REPAIRS DURING COVID BY: ELIZABETH CASTRO



Making repairs during COVID can be tricky to navigate. Let us start with the key component when making repairs at any time- and that is communication. When a housing provider ensures that everyone is aware of what is happening, it is a smoother process. There are obvious items that need to be tended to whether we are in a pandemic or not. Those are mandatory items include: plumbing, infestations, electrical, structural issues, heaters, etc. Once an owner is notified of a repair request it is their responsibility to assess and address the request. If it is a big-ticket item, the housing provider would have to proceed as usual with proper written notice to enter. If it is a repair that can wait and is not considered an emergency or urgent repair, i.e. the closet door came off the railing, bi-annual or annual inspection, broken or damaged blinds, etc., the housing provider should communicate that they have received the request and will address it at a later date. When making repairs, a housing provider should adhere to the following:

1. Serve a proper written 24-hour notice to be in compliance with California Civil Code 1954. If more than 24 hours is given that would be at the housing provider's discretion,
2. Follow Public Health and CDC guidelines while making repairs. That would include both yourself and/or any hired help. Make sure to social distance, wear gloves and masks, etc.

On that same note, some things the tenants should consider are (1):

1. You and your family wearing masks,
2. Leaving the home, or at minimum most of your family leaving during the repair,
3. Increasing ventilation in your home; by opening windows or turning on the air conditioner,
4. After the service is complete, consider disinfecting the areas where the repair took place. **Please note:** there currently is not a law or ordinance in place that requires the housing provider to disinfect

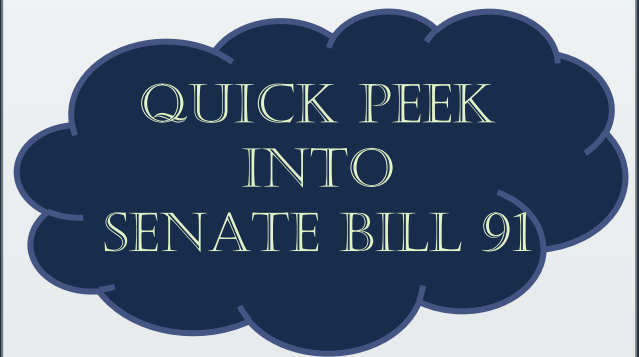
after repairs are made. This would be up to the tenant to decide.

If you are unsure whether the housing provider could ask this person to come in and make repairs, please visit the following link, where it shows the services that have been considered essential during COVID <https://covid19.ca.gov/essential-workforce/>. It is important that both the landlord and tenant keep in mind that services may take a little longer than normal due to availability of companies and their staff.

Another obstacle that many housing providers are encountering at this time, is when a tenant has requested a repair that is considered an emergency, but are not willing to let the housing provider in. This type of scenario can pose a great deal of stress. If denied, the housing provider should first serve a 3-Day Notice to Perform or Quit to allow entry for the repairs. A date, time and explanation of the repair should be specified on the notice, as well as the date and time of their initial attempt. If the 3rd day comes and the tenant is physically still not allowing the repairs to be completed, a housing provider can contact the police. It is important to note, that depending on your local sheriff or police department they may not intervene; even with the 3-Day Notice to Perform and Notice to Enter. If nothing is resolved that day, the housing provider can take the initial 3-Day Notice to Perform or Quit and 24-hour Notice to Enter and begin eviction proceedings. A housing provider may want to consider consulting an attorney to see what their options are during this COVID period. Current eviction protections are offered for those who have been unable to pay their rent due to a negative COVID financial impact, but other situations may not be covered. If you are ever in doubt about your rights as the housing

provider or the tenant, please contact Fair Housing Foundation and speak to one of our housing counselors.

- (1) <https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/at-home/in-home-services.html>



- ❖ Extends evictions until June 30, 2021. Declarations of Hardship should still be submitted on a monthly basis, if still applicable to the financial situation. If feasible, pay 25% of monthly rent.
- ❖ Owner can start the eviction proceedings if the Declaration of Hardship is not returned within the 15 days.
- ❖ No late fees can be charged.
- ❖ Breach of Contract actions can start as of 7/1/21.
- ❖ Landlords can recover the Consumer Debt as of 8/1/21
- ❖ Owner do not have to retroactive or currently reimburse for closing/restricting amenities in order to be compliant with local or state health requirements.
- ❖ Click here https://housing.ca.gov/covid_rr/index.html for rental assistance information.

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

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



Thursdays

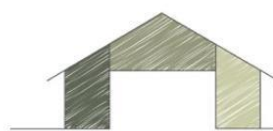
Virtual Fair Housing Workshop in Spanish

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

1:30PM - 3:00PM
Para reservaciones visite www.FHFCA.org



www.FHFCA.org
(800)446-3247



**FAIR HOUSING
FOUNDATION**

Fair Housing Opening Doors



ASK S.A.M

Let our staff respond to [your](#) questions. To submit your question, please email info@fhfca.org, with the subject "Dear S.A.M."

Dear S.A.M.,

I have tenants who will be completing their year soon and their lease is set to expire. I have approached them with 4 lease term options, all including an increase, but still within the law. But the tenant is pushing back saying that she doesn't have to pay the increase because of COVID. And that I can't make her sign a lease because she wants to go month-to-month. Is that true?

~Lost Landlord {Long Beach, CA}

Dear Lost Landlord,

A housing provider can ask their tenant to sign a lease during COVID, even including the increase. Of course, provided they do what you did and the increase is within the amount allowed as described in AB 1482, which is 5% + CPI. Whether your tenant

wants a lease or a month-to-month is neither here nor there. The choice as to whether the tenant should sign a lease or a month-to-month tenancy is up to the housing provider and their policy. I would review your current lease to see if there is verbiage about leases being the only option. If there is such verbiage you can then issue a 60-Day Notice to Terminate Tenancy and cite whatever clause you have. If not, you can still technically issue the notice and cite that leases are the only option at this time. The harder step will be if the tenant doesn't vacate at the end of the notice. Unfortunately, then you would have to go through the eviction process to remove them, should you choose. If you feel more comfortable, you can pass our information onto the client and have them speak to one of our counselors.

Dear S.A.M.,

I have been renting my apartment for about 3 years now. I'm not on a lease and there are whispers the owner is going to increase the rent and parking around here. Can she do that during this time?

~ Dying to Know {Costa Mesa, CA}

Dear Dying to Know,

I wanted to start off by clarifying this response is under the assumption that if you are not on a fixed lease then you have defaulted to a month-to-month lease at your current apartment. With that being said, typically any rent increases or changes in parking would be considered a "Change in Terms of Tenancy", which requires that you be served with this notice stating the effect will take place 30 Days after serving the notice. I understand your concern is if this is something that is possible during the pandemic and the short answer is, Yes. However, there are some regulations in place regarding the percentage that is allowed for rent increases if the property where you live is applicable. One of those is AB1482, which states that the rent increase is 5% + CPI (Consumer Price Index) for your area but no more than 10%. If you do not fall into these protections, which some people don't, we are still in a State of Emergency as declared by Governor Newsom which puts in place Penal Code 396 and that states that any rent increase during this time period can't be more than 10%. I hope this helps you better understand the current situation and what to look out for in your particular situation.

Dear S.A.M.,



I have a tenant who's been here for about 10 years. Everything has been great with him living here but we've hit a snag. The tenant gave me 30-day notice to vacate and then they got COVID. He asked to stay until he got better but doesn't understand why he should pay rent. I know I can hold him responsible, but can I also charge him for the added cleaning that will be needed once he leaves? The apartment was rented, and I had to push the new tenants back. I just want to do what is right.

~ Hoping for the Best {Mission Viejo, CA}

Dear Hoping for the Best,

The tenant is responsible and required to pay rent if he continues to occupy the premises. There isn't clear law on whether you can charge him for the sanitizing or not. Of course, any cleaning beyond normal wear and tear is typically viewed as valid. Do keep in mind that this does leak into a gray area. Just ensure you follow the requirements for returning the tenant's deposit (or any portion of it). That includes an itemized list of costs and receipts within 21 days of when the tenant returned possession of the unit. Typically, that means them giving you back the keys. Any costs incurred outside of normal wear and tear may be deducted and included in a list of costs letter to the tenant in accordance with CC Sec 1950.5(c). Ultimately, the tenant would have to argue his case in court in order to justify why he does not feel he should be responsible for the sanitizing fee and/or any additional rent.

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



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 Sindy Guzman at sguzman@fhfca.org



“Volunteers are not paid, not because they are worthless but because they are priceless”
~ **Sherry Anderson**