

# FAIR HOUSING TIMES

Volume XXII January—March 2022

## Hello New Year!

It's a new year and a new opportunity to be a fair housing advocate! Read articles on new laws, successful mediation stories and more!

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## Ensuring Safety in Housing for Those Impacted by Domestic Violence

By: Cindy Guzman

We're leaving the holiday season behind us and looking toward the new year! We hope the holidays have been full of love and warmth for you and your loved ones. Though many people find comfort and joy with loved ones during the holidays, it can also serve as an additional stressor for many different reasons for those who already are in difficult relationships and it's important for us to recognize this as it can help someone who is fleeing or being affected by domestic violence.

In March of 2022, President Biden signed into law the Violence Against Women Act Reauthorization Act of 2022 (VAWA 2022) which amended and increased housing protections for survivors of domestic violence, dating violence, sexual assault, and stalking. It now gives the U.S. Department of Housing and Urban Development (HUD) new enforcement authority, as of October 1, 2022.

Like VAWA 2013, the law only provides protections for federally subsidized housing units and does not apply to private housing without federal subsidies. Furthermore, VAWA protects the right of landlords, homeowners, tenants, residents, occupants, guests, and applicants to report crimes and emergencies and prohibits covered governmental entities receiving feder-

# Ensuring Safety in Housing for Those Impacted by Domestic Violence

By: **Sindy Guzman**

al community development grants from imposing penalties based on requests for assistance or based on criminal activity of which they are a victim or not at fault. An example would be if a situation of domestic violence were to occur at the tenant’s place of residence where the tenant is not the perpetrator, it would not necessarily be grounds for eviction due to nuisance.

California passed Senate Bill 1017 that is effective January 1, 2023, which extends the protections for victims of domestic violence to terminate their tenancy. Prior protections allowed a victim of domestic violence to terminate a tenancy with limited liability to the landlord under the rental agreement. This new law imposes a statutory damage of \$100 up to \$5,000 (in addition to actual damages) when a landlord or agent ignores a tenant's right to terminate a tenancy based on acts of domestic violence.

Additionally, under the prior and current California state law, a tenant who is a victim of domestic violence, or a tenant’s immediate family member, or a tenant’s household member can inform the landlord that they intend to terminate tenancy. The liability of that tenant for rent is limited to no more than 14 calendar days after having provided notice and must be released without penalty from any further rent or other payment obligation to the landlord under the lease or rental agreement. If the premises is rented to another party prior to the end of the obligation to pay rent, the rent owed must be prorated.

A landlord cannot, due to the termination, require forfeiture of any security deposit money or advance rent paid. A tenant who terminates a rental agreement pursuant to this law cannot be considered for any purpose, by reason of the termination, to have breached the lease or rental agreement. In all other respects, the law governing the security deposit shall apply.

Keeping everyone informed of their rights and options is our mission. Thus, if you have any questions how SB1017 impacts you or your tenants, please call Fair Housing Foundation so our fair housing department can answer any questions.

*2023 New Laws.* CALIFORNIA ASSOCIATION OF REALTORS®. (n.d.). Retrieved November 21, 2022, from <https://www.car.org/riskmanagement/qa/New-Laws/2023-New-Laws>

The United States Government. (2022, March 16). *Fact sheet: Reauthorization of the violence against women act (VAWA).* The White House. Retrieved November 21, 2022, from <https://www.whitehouse.gov/briefing-room/statements-releases/2022/03/16/fact-sheet-reauthorization-of-the-violence-against-women-act-vaawa/>





# In the Community



Radio Bolsa Cooperation, **Westminster, CA**



## Fair Housing Foundation on the Radio!

The Fair Housing Foundation strives everyday to meet our goal of education and awareness on the rights and responsibilities of housing providers and tenants alike. Our Outreach and Education team has been working to get the message out about Fair Housing Foundation being the community's designated fair housing service provider for any questions and issues through radio advertisements in English, Spanish and Vietnamese. If you tune into Vietnamese radio stations, you just might hear our very own Outreach Coordinator Alicia Nguyen telling you about the resources and services that are available to our cities! Here, we see her partnered with Homeownership OC at the Radio Bolsa Cooperation's sound studio for a special audio recording to reach the Vietnamese community.

We're always in the community whether at the City of La Habra's Community Open House or the Garden Grove Unified School District's Community Resource Fair! As always, stop by and say hi! We'd love to meet you.



La Habra Community Open House, **La Habra, CA**



School District Community Resource Fair, **Garden Grove, CA**

# Fair Housing Foundation Presents...

This Quarters Featured Organization:



## Mission Statement:

To improve lives in Orange County by delivering measurable long-term solutions to complex issues in education, financial stability, health and housing.

## About:

Here at Orange County United Way, we are committed to ensuring our students succeed, our struggling families gain financial security, and our homeless neighbors find a place to call home. We are hands-on, delivering 50+ programs countywide to break barriers and improve lives for everyone who lives here. Every day, we are working to advance the Education, Health, Housing, and Financial Stability of people in Orange County. We step up to actively address the critical issues facing our community and we go the extra mile to make sure OC residents have the support they need. Because that's The OC Way.

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## General Information:

### United Way of Greater Los Angeles:

1150 S Olive St  
Los Angeles, CA 90015  
<https://unitedwayla.org/>  
[info@unitedwayla.org](mailto:info@unitedwayla.org)  
213-808-6220

### Orange County United Way:

18012 Mitchell South  
Irvine, CA 92614  
<https://www.unitedwayoc.org/>  
949.660.7600

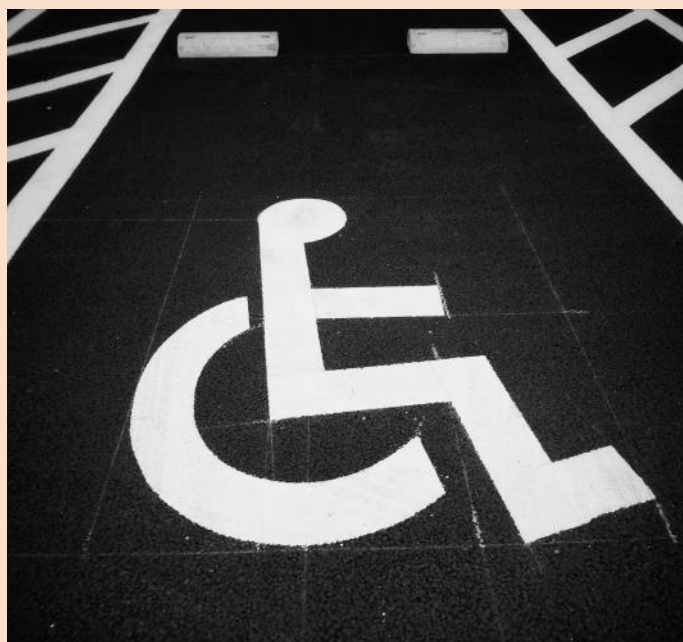
## Our Commitment to Fair Housing

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

### ***Successful Accommodation Request***

**Tustin, CA-** FHF successfully conciliated a reasonable accommodation case on behalf of a disabled client with a Section 8 Status. The client has lived at the property at issue for approximately two years. The client reached out to FHF after tenant had been issued with a 90-Day Notice of Termination of Tenancy because client had failed to sign a lease renewal in the given amount of time. The client alleged that during the time that client was given the lease renewal options client had tested positive for COVID and had been dealing with other health conditions including early stages of dementia. The client provided FHF with supporting documentation to support the need of a reasonable accommodation request. FHF wrote a letter to the Respondent and a response from the Respondent's attorney was received. Initially the Respondents attorney offered client a 30-Day extension to vacate and return possession of the premises with the condition that the client agreed and sign a lease termination agreement and a release of claims against the Respondent. After several discussions with the Respondents attorney,

the Respondent agreed to rescind the 90-Day Notice of Termination of Tenancy and offered a last chance agreement to continue to reside at the property at issue as a reasonable accommodation request with the condition that the client abide by the provisions of the lease agreement addendum. An accommodation was granted because for those living with disabilities and who benefit from the Housing Choice Voucher Program, they may face more hurdles and may not be able to locate an apartment that is within the set requirements needed for program participation including the Housing Payment Standards and other criteria required by housing providers when seeking alternative housing.





### ***Temporary Housing Protected***

**Long Beach, CA-** FHF was successfully able to mediate a case where a client was at risk of continued homelessness with her minor son after having been sleeping in her car and given entry to a local shelter. According to the client, after residing at the shelter for a week, she was approached by a staff member who informed the client that she would have to move out of the shelter within two weeks. The client had not been made aware of time restrictions of how much time she would be allowed residence, nor was she informed of having breached any of the rules and had been following the requirements set by the shelter. Due to these reasons, the client was unclear as to why she was being asked to leave the shelter and decided to reach out to several community-based organizations for assistance.

After having contacted FHF for fear of losing her temporary housing, she mentioned that her goal was to be given the time and opportunity to get back on her feet. FHF was able to advocate on behalf of the client by contacting the shelter directly and clarifying with a lead representative that the shelter did not have an exit date for the client and the goal of the shelter was to assist shelter residents in finding and securing income where time of residence was determined on a case-by-case basis. The client was able to highlight the effect of FHF's mediation by writing: "Case Manager was

absolutely different, thank you for all your outstanding work helping me and my son."

### ***Keeping up with AB1482***

**Bellflower, CA-** Fair Housing Foundation (FHF) received a call from a tenant who has lived at a triplex property for 5 years. The tenant called the FHF Landlord/ Tenant Counseling Hotline and stated that she received a notice of rental increase, and her rent would be increasing from \$725 to \$1250 a month. When she discussed her situation with the counseling staff, she realized that based on her length of tenancy and the type of property she lives in that the rent increase issued was an unlawful amount. The Program Manager explained the mediation services offered by FHF and that if both parties are willing to engage in the process, there was usually a successful outcome. The tenant said she would appreciate FHF to reach out to the housing provider and let them know what the correct expectations are for rent increases issued to tenants. A letter was sent to the housing provider on behalf of the tenant. The letter detailed who contacted our office and the concerns of the tenant. The housing provider was very responsive and open to the mediation process. He said that he would rescind the current notice and make sure to issue a new notice that would follow the state law. The tenant was extremely relieved to hear the news and was served with a new proper notice a week later.

## Learn more about your rights and responsibilities to Fair Housing.



### Fair Housing Workshops

Learn from one of our Housing Counselors about your rights and responsibilities to fair housing, updated Federal/State Laws, and have an opportunity to ask any questions about fair housing. Workshops available weekly, in-person and via Zoom.

**RSVP: [www.fhfca.org/events](http://www.fhfca.org/events)**

### Virtual Rental Counseling Workshops

Current and future renters encouraged to register and learn about tenant rights, protecting yourself from eviction and housing loss, finding affordable housing, and much more.

**RSVP: [www.fhfca.org/events](http://www.fhfca.org/events)**



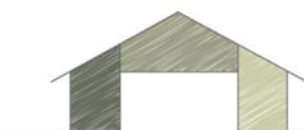
### Tester Training

The Fair Housing Foundation is looking for volunteers who want to make a difference in their community and who want to help us fight housing discrimination. Modest stipend available.

**Contact Cindy Guzman for more info:  
800-446-3247 Ex. 1102  
[sguzman@fhfca.org](mailto:sguzman@fhfca.org)**



[www.fhfca.org](http://www.fhfca.org)  
1(800) 446-3247  
TTY (800) 855-7100



**FAIR HOUSING  
FOUNDATION**

Fair Housing Opening Doors



# Renter's Corner: Implied Warranty of Habitability

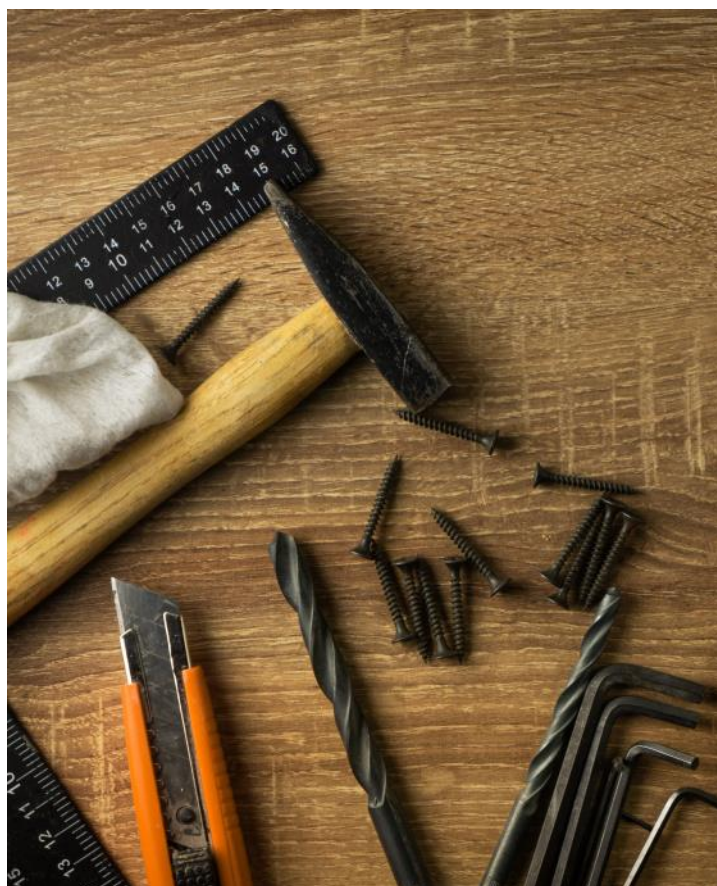
By: Elizabeth Castro

The rental process can be FULL of questions. It is not always clear what can be asked of the landlord or even the tenant. And with the colder months knocking at our door, it is important to discuss what one would be entitled to in terms of repairs. Repairs should and can be made at any point, but sometimes issues become more apparent at different times of the year. Let us start with the Implied Warranty of Habitability. It is a code that includes a list of the bare minimum items a unit must have for it be considered habitable by people. When making repair requests, the list below can show what would be the landlord's responsibility- unless the damages were caused by the tenant.

- (1) **Effective waterproofing and weather protection** of roof and exterior walls, including unbroken windows and doors.
- (2) **Plumbing or gas facilities** that conformed to applicable law in effect at the time of installation, maintained in good working order.
- (3) A **water supply** approved under applicable law that is under the control of the tenant, capable of producing hot and cold running water, or a system that is under the control of the landlord, that produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal

system approved under applicable law.

- (4) **Heating facilities** that conformed with applicable law at the time of installation, maintained in good working order.
- (5) **Electrical lighting**, with wiring and electrical equipment that conformed with applicable law at the time of installation, maintained in good working order.
- (6) Building, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part **clean, sanitary, and free from all accumulations of debris**, filth, rubbish, garbage, rodents, and vermin.
- (7) An adequate number of appropriate **receptacles for garbage and rubbish**, in clean condition and good repair at the





## Renter's Corner: Implied Warranty of Habitability (Continued)

time of the commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under his or her control.

- (8) **Floors, stairways, and railings** maintained in good repair.
- (9) A **locking mail receptacle** for each residential unit in a residential hotel, as required by Section 17958.3 of the Health and Safety Code. This subdivision shall become operative on July 1, 2008.\*

Repair requests should always be done in writing and copies kept of the request. This shows the tenant did their job of making the landlord aware of any issues, and should also allow a reasonable time for the landlord to address their concerns. It is important to note that depending on the repair, some may take longer than others. Though we know this situation is not ideal, it does not always mean the housing provider is doing anything illegal by not getting it done in the timeframe the tenant desires. There are also two other scenarios to consider. If the repair is not

listed on the implied warranty of habitability, it is more and likely a cosmetic fix. If that is the case in your situation, you can absolutely request for the landlord to attend to it. However, if he/she decides against it or is willing to split the costs, those would both be legal options.

Lastly, we talk about items specifically listed in your contract that say that you either pay rent for or it is included in your rent. For example, you pay \$25 a month for the refrigerator, and it breaks down. One could dispute that it's part of their contract and what they pay rent for, thus the owner is responsible. However, contractual obligations are always tricky and if it cannot be figured out between the housing provider and the tenant, it may be time to consult a legal professional. When it comes to keeping up the property it is a mutually exclusive relationship by which each party communicates and contributes to the conversation of what is needed.

*California Civil Code*. Law section. (n.d.). Retrieved November 28, 2022, from [https://leginfo.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=1941.1.&lawCode=CIV](https://leginfo.ca.gov/faces/codes_displaySection.xhtml?sectionNum=1941.1.&lawCode=CIV)

**Contact our office to enroll in our FREE Rental Counseling program. Anyone who qualifies and completes the program will receive a \$50 gift card!**

**1(800) 446-3247  
info@fhfca.org**

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Ask for *help*  
Ask S.A.M.



**Let our 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.”**

*The Ask S.A.M 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.*

*Dear S.A.M.,*

*I live within LA county, I want to know what can I expect with the Los Angeles County Eviction Moratorium uplifting on December 31st, can the eviction begin immediately or what is the process?*

*-Unsure Tenant, Compton*

*Dear Unsure Tenant,*

So yes, as of December 31st, 2022, a lot of the protections offered by the LA County COVID-19 Tenant Protections Resolution will be uplifted. Moving forward the housing provider, while following city, county, or state regulations, would be within their rights to serve notices to terminate tenancy. After the expiration of the notice(s), the housing provider can file for an Unlawful Detainer to begin the eviction process. If you are a tenant who has been negatively impacted by COVID-19 and are at or below 80% of the Area Medium Income level, you may have an affirmative defense for non-payment available. All situations vary so it would be recommended to contact FHF, to determine if you were given the correct notice with the correct time frame and what options you have available.

*Dear S.A.M.,*

*My family and I have lived in our 2-bedroom apartment in a 100+ unit complex for 3 years and we were just served with a 60-day Notice to Move Out without any reason. What rights do I have?*

*-Concerned for the Future, Orange*

*Dear Concerned for the Future,*

Since this property would be subject to AB1482, the notice would be considered defective because it does not provide Just Cause for the Move Out notice or give notification about relocation amounts owed for no-fault evictions. No-fault evictions would be considered evictions due to Landlords completing major rehabilitation repairs, family or owner move-ins, or withdrawing the property from the rental market. For these types of evictions, relocation would be owed to the tenant equal to 1 month of rent which can either be waived or monies given to be received within 15 days of the notice to vacate. This information would need to be disclosed on the Notice to Terminate Tenancy. 30-day notices are issued if a tenant has been in residence for less than 12 months, a 60-day notice for tenants of 12 months or more, and 90-day notices are issued for those participating in rental subsidy programs such as the Section 8 Housing Choice Program.

***This material is based on work supported by the Department of Housing and Urban Development (HUD) under FHIP Grant FEOI210066. Any opinion, findings, conclusions, or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of HUD.***