



CALIFORNIA APARTMENT ASSOCIATION

RENTING

Best Practices



INTRODUCTION

BETTER INFORMATION, BETTER CHOICES

Whether you're renting your first apartment, moving to a new city, or just wanting to move closer to friends or work, one of the most important decisions you'll make is where you're going to live.

Renting an apartment can provide a quick, easy, and affordable way to make your dream of a new home come true.

Like other important purchases, the more information you have, the better decisions you can make. That's why we prepared this brochure. We're the California Apartment Association, the nation's largest statewide rental property association, with 17 local Associations throughout California, representing more than 50,000 rental property owners, management professionals, and apartment builders who operate approximately 2 million housing units statewide.

We want to make sure your experience as a renter is as enjoyable and hassle-free as possible. CAA members are committed to maintaining the highest professional standards. Our members support a stringent Code of Ethics and strongly endorse our Residents' Bill of Rights.

We hope this guide will help you find the apartment that's right for you.

IMPORTANCE OF RENTAL HOUSING TO CALIFORNIA

According to a report by the California Department of Housing and Community Development, 42% of the State's population rents housing.

Renters make up a significant part of households in all regions of the State and come from every social and economic group.

Most people choose renting because it's affordable, easy, and flexible.



Residents' Bill of Rights

As members of the California Apartment Association, we take pride in providing quality rental homes for our residents. We value our residents and recognize our partnership with them in maintaining the rental housing industry. We believe residents should be aware of their rights in this partnership. Therefore, know that:



- A Resident has the right to be treated fairly and equitably when applying for, living in, and vacating a rental residence.
- A Resident has the right to be given notice prior to any entrance into a rental residence by a rental property owner or manager, except in an emergency.
- A Resident has the right, upon written request to the rental property owner or manager, to a prompt response to requests for repairs.



- A Resident has the right to a written notice from the rental property owner or manager prior to any rent adjustment.
- A Resident has the right to the return of any unused security deposit that may have been collected by the rental property owner or manager and a good faith accounting of any charges against that deposit within 21 calendar days after the rental residence has been vacated.

: Apartment :

Also known as Rental Home or Rental Property.

BEFORE YOU RENT

TIPS FOR RENTERS

HOW MUCH APARTMENT CAN I AFFORD?

There is no hard and fast rule about how much rent you can afford. The amount varies depending on what region you live in, how much money you make, what other financial obligations you have (utilities, credit cards, car payments, student loans, etc.), what kind of credit you have, and whether or not someone else (like parents) is paying or guaranteeing your rent. The same holds true for any roommates you might have. A reasonable figure for your rent payment is somewhere between 30 to 40 percent of your income.

WHERE DO I WANT TO LIVE?

When you begin your search for a new home, make a list of what you are looking for in an apartment. How many bedrooms do you need? Do you need laundry facilities? Parking? Storage? How far is it from your work or school?

You can find apartment listings many different ways. If you already know the neighborhood or apartment community in which you want to live, just contact the landlord directly. Rental listing web sites, a university campus housing office, and monthly apartment guides often found at local grocery stores are great sources to find available apartment units and homes. Another way is to ask friends or family for referrals.

Look over any property that you are considering, and see how well it is maintained. Are the grounds clean and litter-free? Is the landscaping well-trimmed and healthy? Are the buildings and grounds well-lit?

When touring the apartment and grounds, listen for excessive noise or other disturbances that could be a problem for you. If possible, talk



: Landlord :

Also known as leasing agent, apartment manager, property manager or owner.

to people who live there to get their opinion.

Drive around the neighborhood during the daytime and the nighttime.

MEETING THE LEASING AGENT/ MANAGER/ OWNER

Keep in mind that the apartment manager, owner or leasing agent is just as interested in renting you an apartment as you are in renting one. It is important to be clear about your needs and to get all your questions answered.

- Be prepared to provide information and verification regarding your job, your income, and your past rental history.
- Make sure you are dressed in clean, neat clothing. Treat this like a job interview. You want to make a good impression.
- Be polite and respectful of the manager's time. Arrive on time for any appointment you make.

RENTAL APPLICATION PROCESS

Before renting to you, most landlords or managers will ask you to fill out a written rental application form. A **rental application** is different from a **rental agreement**.

The rental application is like a job or credit application. The landlord will use it to help decide whether to rent to you.

A rental application will usually ask for the following information:

- The names, addresses, and telephone numbers of your current and past employers and landlords;
- The names, addresses, and telephone numbers of people you can use as references;
- The names of the individuals who will be occupying the apartment;
- Your social security number;
- Government-issued photo ID, such as a driver's license;
- Any credit card information;
- How much money you earn;
- Source of income (e.g. child support, salary, parental support, etc.)

BEFORE YOU RENT

TIPS FOR RENTERS (cont.)

CREDIT REPORT/TYPICAL QUESTIONS

The landlord may also ask for authorization to get a copy of your credit report, which will show him/her how you have handled your financial obligations in the past. A landlord will prefer to rent to someone who has a good history of paying rent and other bills on time.

The landlord CAN ask you questions such as the following:

- What kind of job do you have and how long have you worked there?
- How much money do you earn and how often are you paid?
- How many people will be living in the apartment?

The landlord CANNOT ask you about the following:

- Your race, ethnicity or national origin, or immigration status;
- Your religion or religious beliefs;
- Your gender, sexual orientation, or marital status;
- Your age or whether you have children under age 18 living with you;
- Whether you have mental or physical disabilities.

APPLICATION SCREENING FEES

When you give the manager or owner a completed application, he/she may charge you and anyone else named on your rental agreement a fee to cover the cost of obtaining a credit report and verifying the information on your application. The application fee is set by law and is adjusted annually with inflation. As of December 2016, the adjusted rate was \$47.72.

The landlord cannot charge you an application fee when he/she knows that there are no units available, unless you agree in writing.

Before paying the application fee, ask:

- How long will it take the landlord to review the credit report and decide whether to rent to you?
- Is the fee refundable if the credit check takes too long and you rent another place instead?

CREDIT ISSUES

If you're just starting a new household, you may not have established any credit history. Likewise, if you've had problems in the past, you might have poor credit.

If that's the case, ask the landlord if he/she will accept a "guarantor" to co-sign the rental agreement. By doing so, the "guarantor" is agreeing to pay the rent if you don't. Keep in mind, though, landlords are not

required to accept a guarantor.

SECURITY DEPOSITS

A landlord will probably ask you to pay a security deposit as a condition of renting the apartment. The security deposit can be no more than two times the monthly rent if the apartment is unfurnished and no more than three times the monthly rent if the apartment is furnished. All deposits, such as last month's rent, cleaning deposits, key deposits, and pet deposits, are part of the security deposit.

ROOMMATES

Any roommate should sign the same rental agreement you did. Be careful when you choose a roommate – you are both responsible for the

payment of the rent; even if your roommate fail to pay his/her share, you must pay the entire amount. You must notify the landlord when any roommate on your rental agreement moves out. If you wish to have a new roommate, the landlord will probably require that you receive his/her permission prior to the new roommate moving in and will require the roommate to complete an application and rental agreement.

PETS

A landlord may refuse to rent to you if you have a pet, or may restrict the size of pets, and may also charge you an additional security deposit if you have a pet.

If the landlord does allow pets, the landlord cannot require that the pet be declawed or devocalized.



BEFORE YOU SIGN

TIPS FOR RENTERS

RENTAL AGREEMENTS

Before you can rent an apartment, you and the landlord will sign a rental agreement that provides you and the landlord with the "ground rules" of your relationship. While an agreement may be oral, you should always ask for a written agreement.

A **month-to-month rental agreement** means that you will live in the apartment and pay rent on a monthly basis. If you have lived in the unit for more than one year and no new roommates have moved in during that time, the landlord is required to give you a 60-day notice before asking you to move out. On a month-to-month arrangement, you may move out after giving the landlord a 30-day written notice.

A **lease** is another form of rental agreement. It states the length of the rental term, generally six months or one year. You will still pay the rent on a monthly basis but, generally speaking, you may not move out or break the lease before the term is complete.

There are some advantages to having a lease. For example, the lease establishes the terms, such as the amount of the rent, for the lease term. The landlord cannot ask you to leave during the lease, unless you do things to violate the lease, such as fail to pay your rent or fail to abide by the rules set up for the apartment community.

The disadvantage of a lease is that if you need to move, a lease may be difficult for you to break, especially if another person can't be found by the landlord to take over your lease. If you move before the lease ends, the landlord may have a claim against you for the remainder of the rent for the rest of the lease or until a new resident moves in.





HOLDING DEPOSITS

Some landlords prefer to take a "holding deposit" from prospective residents to show that the residents are sincerely interested in the apartment. In California, there is no such thing as a non-refundable deposit. However, an owner who has taken the apartment off the market and held it for the prospective residents (presumably turning away other applicants), can deduct a reasonable amount from the deposit to cover costs of keeping the apartment vacant (usually in the form of a daily charge) or costs associated with advertising stops and starts.

RESIDENTS WITH SPECIAL NEEDS

Individuals with physical and mental disabilities have the right to rent housing free from **discrimination**. A landlord must use the same criteria for the selection of disabled and non-disabled residents as they do for all other applicants.

It is illegal for landlords to refuse to rent to an individual because the person has a disability or to claim that there are no vacancies when there actually are units available.

Equal access to housing for disabled persons includes the right to keep a guide dog, service, or companion animal, even if animals are not ordinarily allowed on the property. You cannot be charged an extra security deposit for a service animal.

You have the right to make reasonable modifications to the rental property (at your own expense) to accommodate your disability. You may be required by the landlord to restore the property to its pre-existing condition when you leave, if the modifications will create a problem for the next resident. Talk to your landlord first.

A person who is discriminated against by a landlord because of his/her disability may contact the State Department of Fair Employment and Housing to file a complaint.



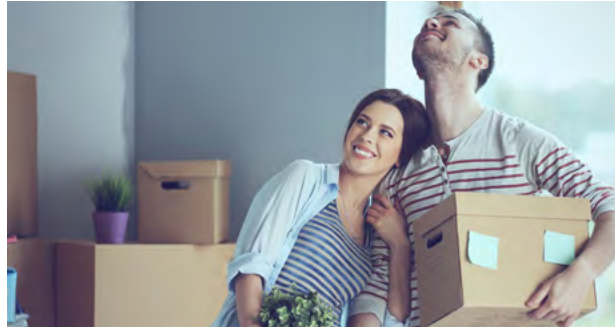
MOVING IN

INSPECTING THE APARTMENT PRIOR TO MOVE IN (WHAT TO LOOK FOR)

Before you decide to rent, you should carefully inspect the apartment with the landlord. Make sure that the apartment has been well-maintained. Ask the landlord to use a written check list so you both agree on the condition of the apartment before you move in. Look for the following problems:

- Cracks or holes in the floor, walls, or ceiling.
- Signs of leaking water or water damage in the floor, walls, or ceiling.
- Leaks in bathroom or kitchen fixtures.
- Any signs of mold or pests.
- Lack of hot water.
- Inadequate heating or air conditioning.
- Damaged flooring.

Ask for a copy of the check list after it's complete. Save it for when you move out.



RENTERS' INSURANCE – BENEFITS OF COVERAGE

You should seriously consider purchasing renters' insurance. The landlord's insurance will generally not cover your belongings. Make sure to ask.

Renters' insurance will protect you against loss of your property by fire or theft. Renters' liability insurance will also protect you against liability if someone claims you injured another person or damaged someone's property.

Insurance coverage in California for a two-bedroom apartment can be as little as \$15 per month.

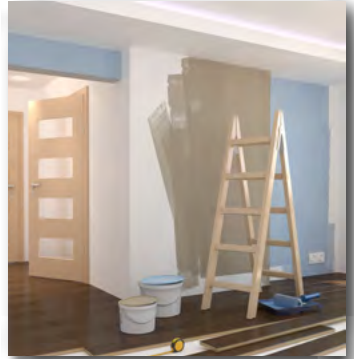
CHANGING YOUR ADDRESS

When you move, it is important to notify the U.S. Post Office of your new address so that your mail can be forwarded to your new address. Forms are available at any Post Office. You may also file your change of address online at www.usps.gov.

RIGHTS AND RESPONSIBILITIES

TURNING ON YOUR UTILITIES

At least one week before you move into your apartment or rental home, contact the local utilities (gas, electricity, water, cable, telephone, sewer, etc.) in order to turn on the utilities in your name. Your landlord should be able to provide you with a list or may be able to do it for you. In many instances, the utility company may charge a deposit.



MAINTENANCE AND REPAIRS

An apartment must be fit to live in, that is, it must be **habitable**. This means it must be acceptable for occupation by human beings and it must substantially comply with government health and safety codes. A landlord is responsible for fixing repair problems that make the apartment **uninhabitable**. Generally, "habitable" means:

- Leak-free walls, windows, doors, and ceiling;
- Plumbing in good working order;
- Gas, heating and electricity in good working order;
- Clean and sanitary buildings and grounds, free from debris, filth, rubbish, garbage and rodents;
- Adequate trash receptacles in good repair;
- Floors, stairways, and railings in good repair.



Whether the landlord is responsible for making less serious repairs is usually spelled out in the rental agreement.

Residents are required to take reasonable care of the apartment and common areas. You are also responsible for repairing

: Know Your Neighbors :

Get to know your neighbors. In addition to friendship, they can provide additional security and support in your new home.

damage you cause or that is caused by anyone for whom you are responsible (family, guests, or pets). Most landlords will require you to get their approval before making any repairs or changes to the home.

WHEN CAN THE LANDLORD ENTER YOUR APARTMENT

A landlord may enter your apartment only for the following reasons:

- In an emergency;
- When you have moved out or have abandoned the home;
- To make necessary or agreed-upon repairs or other improvements;
- To show the home to prospective residents, purchasers, or lenders;
- To provide entry to contractors;
- To conduct an initial inspection before the end of the tenancy as allowed by law;
- If a court permits it.

Except in an emergency or with your permission, the landlord must give you reasonable advance notice before entering your apartment. The law considers

24 hours advance written notice to be reasonable in most situations.

PAYMENT OF RENT

A rental agreement will state when the rent is due, generally on the first of the month. Make sure you understand exactly when the rent is due, where you should send or deliver the payment, and what the policy is regarding late fees and late payment of rent. If you pay by mail, make sure to send it early enough to arrive when it's due. Be prepared to pay by check or money order. It protects you in case there is a dispute over payment.

MILITARY EXCEPTION

If deployed or transferred, active military personnel and their families may be exempt from normal notice requirements within the rental agreement. It is always a good idea, however, to send the owner a letter informing him/her that you are moving.

GUESTS

A landlord may set reasonable rules about the length of time guests may stay with you. These are usually spelled out in your rental agreement. Landlord restrictions based on age, race, gender, gender identification, or sexual orientation are illegal.

A landlord cannot object to overnight guests based on religious or moral views. After the rental agreement's time limit for a guest has passed, the landlord may, however, ask your guest to fill out an application to rent and sign a rental agreement

Generally, a landlord can evict you if you ignore or fail to comply with the rental agreement or these notices.

SUBLETTING / VACATION RENTALS

Most rental contracts prohibit tenants from subletting their unit. This also means that you cannot OFFER the rental unit as a short term vacation rental. Web sites like AirBnB and Homeaway are required to disclose to tenants that posting the unit on the vacation rental Web site may be a violation of the rental contract and can subject a tenant to eviction.

3-DAY, 30-DAY AND 60-DAY NOTICES

A landlord can give you a written 3-day warning notice if you have done any of the following:

- Failed to pay the rent;
- Violated any term of your rental agreement;
- Damaged the apartment;
- Disturbed other residents;
- Used the apartment for illegal purposes.

The 3-day notice will tell you, either: (1) that you must do

something within three days to correct the problem (for example, pay any past due rent or stop violating a rule or term of your rental agreement); or (2) that the problem cannot be fixed by you, and that you must leave within three days. If you have questions, you should consult an attorney or Legal Aid.

When the owner wishes to terminate the tenancy of any resident(s) who have signed a month-to-month rental agreement, residents are entitled to a 60-day notice, if all of the residents have lived in the unit for one year or longer.

If any resident has lived in the unit for less than one year, the landlord may provide to you a 30-day notice to terminate the tenancy. Generally, a landlord can proceed with an eviction if you ignore or fail to comply with these notices.

: Resident Courtesies TYPICAL DO'S AND DON'TS :

Most of these are common sense. Be a good neighbor. Avoid making unnecessary noise. Respect the common areas that are shared by others and keep them clean. Use the parking space assigned to you.

Call Your Landlord First

If you have a problem in your apartment, notify your landlord or manager immediately, preferably in writing. Since your apartment is a business investment for the landlord, most landlords want to keep it safe, clean, attractive, and in good repair.

If the landlord will not make the requested repairs and doesn't have a good reason for not doing so, under certain specific and serious instances, you can withhold part of your rent and pay for repairs on your own. In the case of a serious problem, you may move out early or withhold your rent.

These methods entail a great deal of risk. Minor claims or inconveniences may not be enough to trigger the law. If you feel a need to take these steps, make sure to consult an attorney or contact Legal Aid.

MOVING OUT

GIVING NOTICE

To end your month-to-month rental agreement, you must give your landlord a 30-day written notice before you move. If you don't intend to renew or extend your lease, you should give a 30-day notice as well. To avoid misunderstanding, date the notice, state the date you intend to move, and keep a copy of the notice for your files.



SECURITY DEPOSITS

A landlord may use your security deposit to:

- Clean the apartment when you move, if the apartment is not as clean as when you moved in;
- Repair damages, other than normal wear and tear;
- Cover unpaid rent or balances due.

Within 21 calendar days after you move, your landlord must refund any remaining portion of your security deposit and provide you with an accounting of how any portions of your security deposit was spent. Your landlord may provide you with an estimate if the repairs are so extensive that they cannot be made within the 21-day time period. Make sure to give the landlord a forwarding address.

EARLY MOVE OUT

If you move out of your apartment before your lease or the 30-day period is over, the landlord is entitled to receive rent from you for the balance of the term. If the landlord is able to collect rent from a new resident, however, you are entitled to a pro rata refund of the rent you paid. The landlord cannot collect rent twice for the same apartment.

DOMESTIC VIOLENCE

California law gives you a number of protections and options if you are the victim of domestic violence.. One of those protections is the ability to terminate the rental agreement early with a 14-day written notice

to the landlord so long as you provide specific documentation to the landlord that demonstrates you are a victim. If you elect to stay at the property, the landlord cannot (with some exceptions) terminate your tenancy or fail to renew your tenancy based solely upon acts against you or members of your household that constitute domestic violence. If you chose to stay in the unit, you also have the right to have the locks changed by the landlord or you can change the locks yourself if the landlord does not.

RESIDENT AND OWNER RESPONSIBILITIES

While you are not obligated to do so, if you request it, a landlord must perform a walk-through inspection with you before you move out. This will give you an opportunity to fix or clean problems in the apartment before you move and avoid deductions from your security deposit.



GLOSSARY

California Department of Fair Employment and Housing – The state agency that investigates complaints of unlawful discrimination in housing and employment.
(800) 884-1684 -
www.dfeh.ca.gov

Credit report – A report prepared by a credit reporting service that describes a person's credit history for the last seven years (except for bankruptcies, which are reported for 10 years). A credit report shows, for example, whether the person pays his or her bills on time, has delinquent or charged-off accounts, has been evicted, or sued, and is subject to court judgments.

Discrimination (in renting) – Denying a person housing, telling a person that housing is not available (when the housing is actually available at that time), providing housing under inferior terms, harassing a person in connection with housing accommodations, or providing segregated housing because of a person's race, color, religion, gender, gender identification, sexual orientation, national origin, ancestry, source of income, age, disability, whether the person is married, or whether there are children under the age of 18 in the person's household.

Discrimination also can be refusal a landlord's to make reasonable accommodation for a person with a disability.

Eviction – A court-administered proceeding for removing a resident from an apartment because the resident has violated the rental agreement or did not comply with a notice ending the tenancy (also called an unlawful detainer lawsuit).

Eviction notice (or three-day notice) – A three-day notice that the landlord serves on the resident when the resident has violated the lease or rental agreement. The three-day notice usually instructs the resident to either leave the apartment or comply with the lease or rental agreement (for example, by paying past-due rent) within the three-day period.

Habitable – An apartment that is fit for human beings to live in. An apartment that substantially complies with building and safety code standards that materially affects the residence to be "habitable."

Lease – A rental agreement, usually in writing, that establishes all the terms of the agreement and that lasts for a predetermined length of time (for example, six months or one year).

GLOSSARY

Lockout – When a landlord locks a resident out of the apartment with the intent of terminating the tenancy. Lockouts, and all other self-help eviction remedies, are illegal.

Month-to-month agreement – The most commonly used rental agreement. It gives the resident the opportunity to move out by simply giving a 30-day notice rather than being responsible for the full term of the lease.

Pro Rata – In proportion. For example, if a landlord was able to re-rent your apartment for 10 days during a month for which you had already paid rent, you would be entitled to a rent refund of 10 days.

Rental agreement – An oral or written agreement between a resident and a landlord, made before the resident moves in, which establishes the terms of the tenancy, such as the amount of the rent and when it is due.

Repair and deduct remedy – The resident's remedy of deducting from future rent the amount necessary to repair serious defects covered by the implied warranty of habitability. The amount deducted cannot be more than one month's rent.

Retaliatory eviction or action – An act by a landlord, such as raising a resident's rent, seeking to evict a resident, or otherwise punishing a resident because the resident has used the repair and deduct remedy or the rent withholding remedy, or has asserted other resident rights.

Security deposit – A deposit or a fee that the landlord requires the resident to pay at the beginning of the tenancy. The landlord can use the security deposit, for example, if the resident moves out owing rent or leaves the apartment damaged or less clean than when the resident moved in.

Sixty-day notice – A written notice from a landlord that a month-to-month tenancy will terminate in 60 days. A 60-day notice is required if all residents have lived in the unit for one year or longer.

Thirty-day notice – A written notice from a landlord that a month-to-month tenancy will terminate in 30 days. This notice may be used if any resident has lived in the unit for less than one year.

Members of CAA pledge to observe the Association's Code of Ethics and commit to a "Residents' Bill of Rights."

CODE OF ETHICS

We, the members of the California Apartment Association, recognize our duty to the public and to those individuals who choose to reside in rental housing. Being ever mindful of the increasing role of the rental housing industry in providing homes, we have united ourselves for the purpose of improving the services and conditions of the rental housing industry. Therefore, we adopt this Code of Ethics as our guide in dealing with all people:

- We conduct ourselves in an honest and ethical manner at all times to better the communities of which we are a part.
- We comply with all laws and regulations applicable to the rental housing industry.
- We adhere to all fair housing principles.
- We respect the rights and responsibilities of our residents and diligently respond to their requests.
- We believe that every resident is entitled to the quiet enjoyment of a safe and habitable residence.
- We strive to conserve natural resources and to preserve the environment.
- We believe in the value of contracts and their enforcement.
- We believe in the importance of continuing education for rental housing owners, managers, and residents.
- We maintain an equitable and cooperative relationship among the members of this association and with all others who may become a part of this industry in order to further the interest of all members of this association.

The information in this brochure is provided solely as a practical source of information from the California Apartment Association. In some cases, local housing laws or rules governing subsidized housing programs may be different. This brochure should not be viewed as legal or financial advice.

Find CAA



California Apartment Association Network



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WHO WE ARE

The California Apartment Association is the nation's largest statewide rental property association, with 17 local Associations throughout California, representing more than 50,000 rental property owners, management professionals, and apartment builders who operate approximately 2 million rental housing units statewide.

CAA provides continuing education and professional certification to its members and consumer education to the public and government officials.



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www.caanet.org

