



RENTING

A Tenant's Guide to Renting in California



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.

Like other important decisions, the more information you have, the better decisions you can make. That's why we prepared this brochure. We're the California Apartment Association (CAA), the nation's largest statewide rental property association with local offices throughout California. We represent rental property owners, management professionals, and rental housing builders who build and operate apartment buildings and single family rental units. 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 Code of Ethics and endorse our Resident's Bill of Rights.



IMPORTANCE OF RENTAL HOUSING TO CALIFORNIA

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 to rent because it gives them flexibility while at the same time they can call upon the manager or property owner to make needed repairs.

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.





Resident's Bill of Rights

As a member 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 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

WHAT 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 generally should not exceed 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 a rental. 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 in many different ways. If you already know the neighborhood or apartment community in which you want to live, just contact the landlord or management company directly. Rental listing websites, the property's own website, or a university campus housing office are great sources to find available rentals. 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 rental unit and grounds, listen for excessive noise or other disturbances that could be a problem for you.

If possible, talk to people who live there to get their opinion.

Drive around the neighborhood during the daytime and the nighttime.



: Landlord :

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



MEETING THE LEASING AGENT/ MANAGER/OWNER

Keep in mind that the apartment manager, owner, or leasing agent is just as interested in renting to you as you are in renting the home. 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 income and your past rental history.
- Be polite and respectful of the owner or 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**.

Many owners and apartment management companies offer an on-line application process to make the process easy and convenient for applicants.

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 individuals who will be occupying the unit;
- Your social security number;
- Government-issued photo ID, such as a driver's license or passport;
- Any credit card information;
- How much income you have each month;
- Source of income (e.g., child support, salary, parental support, disability payments, housing vouchers, etc.)

Added Fees

Before you apply for a rental home or sign the rental agreement, make sure you understand what additional fees and charges you will be responsible for (over and above your monthly rental payment.) In most cases, you will be expected to pay for electricity, gas, and water. Parking your car at the property may also be covered under a separate agreement, and there may also be a separate charge.



BEFORE YOU RENT

Tips for Renters (cont.)

CREDIT REPORT/TYPICAL QUESTIONS

The landlord may ask you for authorization to get a copy of your credit report, which will show how you have handled your financial obligations in your 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 receive each month or how often are you paid?
- How many people will be living in the unit?

The landlord CANNOT ask you about the following:

- Your race, ethnicity or national origin, or immigration status;
- Your religion or religious beliefs;
- Your gender, gender identity, sexual orientation, or marital status;
- Whether you are married;
- Whether you have mental or physical disabilities.

APPLICATION SCREENING FEES

When you give the manager or owner a completed application, they may charge you and anyone else named on your rental agreement a fee to cover the cost of obtaining a credit report and verifying information on your application. The maximum application fee is set by law and is adjusted annually with inflation.

The landlord cannot charge you an application fee when they know 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

Before you start to look for a rental unit, get a copy of your credit report and work with a credit company to clear up any inaccuracies that may appear on your record. You have the right to dispute any errors on your report and have them corrected. A credit company generally has 30 days to investigate your dispute, although in some cases they could have as many as 45 days. You can find a complete explanation of the credit dispute procedures here: <https://www.consumerfinance.gov/ask-cfpb/how-do-i-dispute-an-error-on-my-credit-report-en-314/>





When applying for a rental home, bring additional information to help demonstrate that you can pay the rent, especially if your credit history is not good. Before you pay a screening fee, ask the manager or owner about their credit requirements and if they allow someone to guarantee your rent.

A “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. With a limited exception, beginning July 1, 2024, the security deposit can be no more than an amount equal to one month’s rent, regardless of whether the residential property is furnished or unfurnished. Small property owners who own no more than two residential rental properties that equal no more than four dwelling units can charge you a security deposit equal to two times the rent. This small owner exemption, however, does not apply if you as the tenant applicant are a military service member, in which case you cannot be charged more than one month’s rent for a security deposit.

Until June 30, 2024, a rental property owner can charge you a security deposit up to 2 times the amount of rent for an unfurnished unit and up to 3 times the amount of rent for a furnished unit.

ROOMMATES

Any roommate should sign the same rental agreement you did. Be careful when you choose a roommate—you are both responsible for payment of rent. Even if your roommates fail to pay their share, you must pay the entire amount. You must notify the landlord when any roommate moves in and moves out. If you wish to have a new roommate, the landlord will probably require you to get permission prior to the new roommate moving in and will require the roommate to complete an application and sign the rental agreement.

PETS

A landlord may refuse to rent to you if you have a pet, or the landlord may restrict the size of pets. If the landlord does allow pets, the landlord cannot require the pet to be declawed or devocalized.



BEFORE YOU SIGN

TIPS FOR RENTERS

RENTAL AGREEMENTS

Before you can rent an apartment or house, you and the landlord will sign a rental agreement that provides you with the “ground rules” of your relationship. While an agreement may be oral, most landlords require a written agreement. You should always ask for a written agreement.

A **month-to-month rental agreement** means you will live in the unit and pay rent on a monthly basis. On a month-to-month arrangement, you may move out after giving the landlord a 30-day 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 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 rent, for the lease term. The landlord cannot ask you to leave during the lease, unless you do things that violate the lease, such as fail to pay rent or fail to abide by the rules.

The disadvantage to 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 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 unit. In California, there is no such thing as a non-refundable deposit. However, an owner who has taken a unit 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 unit 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/or 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 may include the right to keep a service or support animal, even if animals are not ordinarily allowed on the property. The landlord is allowed to confirm that the animal meets the legal definition of a service or support animal. In the case of a service animal, the landlord can ask if you are a person with a disability and what the disability related task the animal has been trained to perform. In the case of a support animal, such as an emotional support dog, the landlord may verify that you have a disability and that there is a disability-related need for the animal. You cannot be charged an extra security deposit for a service or support 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 their disability may contact the Civil Rights Department 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 unit with the landlord. Make sure that the unit has been well maintained. Ask the landlord to use a written checklist so you both agree on the condition of the unit before you move in. Look for the following problems:

- Cracks or holes in the floor, walls, or ceiling.
- Signs of water damage in the floors, walls, or ceiling.
- Leaks in the 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 checklist after it's complete. Save it for when you move out.

RENTERS' INSURANCE – BENEFITS OF COVERAGE

You should seriously consider purchasing renter's insurance. The landlord's insurance will not cover your belongings. Renter's insurance will protect you against loss of your property by fire or theft. Renter's 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 \$17 per month.

CHANGING YOUR ADDRESS

When you move, it's 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

A rental unit 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 unit **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 rental unit and common areas. Residents are also responsible for repairing damage they cause or that is caused by anyone for whom they are responsible (family, guests, pets, etc.).



RIGHTS AND RESPONSIBILITIES

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WHEN CAN THE LANDLORD ENTER YOUR RENTAL HOME?

A landlord can enter your rental unit during normal business hours for the following reasons:

- To make necessary or agreed repairs
- To do necessary or agreed decorating
- To make necessary or agreed alterations or improvements
- To supply necessary or agreed services
- To exhibit the rental unit to prospective or actual purchasers
- To exhibit the rental unit to prospective or actual mortgagees
- To exhibit the rental unit to prospective tenants
- To exhibit the rental unit to workmen or contractors
- Pursuant to Court Order
- To inspect balconies, decks, and other exterior elevated elements
- To inspect any area where the tenant is engaging in personal agriculture
- To inspect waterbed or liquid-filled furniture
- To install, repair, test, and/or maintain the smoke detector and/or carbon monoxide detector
- In case of abandonment/surrender of the unit
- For the purpose of installing, maintaining, and reading a water submeter
- To repair a dilapidation relating to the presence of mold
- To install, repair, test, and maintain water-conserving plumbing fixtures

Except in an emergency or with your permission, the landlord must give you reasonable advance notice before entering your rental unit. 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 1st 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 payments of rent. There is no legally mandated “grace period” for paying rent. Rent is considered late if not paid on the due date unless your rental agreement allows otherwise. 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.

RENT INCREASES

Most landlords increase the rent once a year.

If you have a month-to-month rental agreement, your landlord will give you a 30- or 90-day notice of rent increase, depending on how much your rent will increase.

If you have a lease, then a month or two before your lease expires your landlord will usually send you a letter offering to renew your lease, sometimes at a new rental rate.



Types of units that are exempt from state rent control include:

- Most single family homes and condominiums;
- Duplexes where the landlord lives in one of the units;
- Rental units built in the past 15 years;
- Dormitories operated by education institutions.

Whether you have a month-to-month rental agreement or a lease, the amount your landlord can raise your rent will depend on where you live and the type of rental unit you live in.

Unless the rental unit you live in is exempt from state and local rent control laws, the amount your landlord can increase your rent each year is limited by law.

Under the state rent-cap law, the amount of the rent-increase cap will vary from year to year based on inflation, but it will never be more than 10 percent of what you were paying before the rent increase. The cap will usually be between 6 and 9 percent.

If you live in a city that has adopted rent control, then the amount your landlord can raise your rent may be further restricted.

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 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 residents from subletting their unit. This also means you cannot offer the rental unit as a short term vacation rental on platforms like Airbnb, VRBO, or HomeAway. Local governments may also restrict short-term rentals and, in many cases, will impose large penalties for violating the law.



RIGHTS AND RESPONSIBILITIES

(cont.)

SMOKE DETECTORS & CARBON MONOXIDE DETECTORS

Every home and rental unit is required to have a smoke detector. While some landlords will replace the batteries for you annually, you may be required under the lease to change the batteries yourself. Set a time each year to do that. You may also have a carbon monoxide detector if your rental home has a “fossil fuel” (gas) burning heater or appliance, fireplace, or an attached garage. Never unplug the carbon monoxide detector. Let the landlord know if the smoke detector or the carbon monoxide detector is not working.

ELECTRIC VEHICLE CHARGING STATION

With some exceptions, if you have an electric car and want a charging station, you can work with the property owner to install a charging station at your own cost. You must work with the landlord when it comes to the installation, the required permits, and the contractor who will install the charging station. The landlord may require you to obtain insurance for the installed charging station.

ELECTRIC BIKES, SCOOTERS, AND OTHER ELECTRIC MOBILITY DEVICES

If you have an electric mobility device such as an electric bike or scooter, it is extremely important that you follow the rules outlined in your lease when it comes to storage and charging of your electric device. Your electric bike or scooter can be a fire hazard if the battery doesn't meet specified certification standards. The landlord can prohibit you from charging your electric mobility device in the unit if the battery doesn't meet specific certification standards. If the landlord offers a secure storage area outside the rental unit, the landlord can prohibit you from storing your device in the unit.

TOBACCO SMOKE

Most landlords prohibit smoking in the rental unit. There are also many local laws that prohibit individuals from smoking tobacco at public and private property. If you smoke, make sure you know the rules that apply at the rental property. You can be evicted if you fail to follow the rules.





BBQ'S ON BALCONIES

If you live in an apartment building with a balcony, California's fire code prohibits charcoal grills, large propane grills, and other open flame cooking devices on those balconies. If allowed by the property owner, the law does allow some barbecues to be used on patios and balconies, specifically, propane tank grills and electric grills if they use one pound liquid petroleum gas capacity (typical camping stove). Grills can be stored on the balcony – if the owner allows it - and only after the tank is disconnected. Propane tanks cannot be stored inside the unit or on the balcony.

ACCIDENTLY LOCKED YOURSELF OUT OF THE RENTAL HOME

Obviously, you want to be conscientious when it comes to your keys and locks. If your landlord or resident manager is required to help you gain access to the unit because you have lost your keys or left them inside the unit, you may be charged for the new keys or for a locksmith who comes to rekey the locks and/or let you in your rental unit.

TOWING VEHICLES

Landlords are allowed by law to have your vehicle towed if you fail to follow the parking requirements posted at your building. In some single-family home neighborhoods with strict homeowner association rules, they will also tow your vehicle if you fail to follow the posted signage. Make sure you know the rules. You will be charged for the cost of towing your vehicle.

RECYCLING

California has set ambitious goals to reduce greenhouse gas emissions and waste disposed in landfills. In response, most local governments require its citizens to recycle. Your landlord will provide you information about separating your trash from materials that can be recycled. Make sure you follow the requirements. Penalties can be imposed if you fail to appropriately follow the standards.

BOUNCING A CHECK

While today it is common for landlords to accept rent payments by an on-line transfer or by PayPal or Venmo, for example, you may prefer to write a check for your rent. Know that the law does allow the landlord (and your bank) to charge you a fee if you write a check, and you don't have enough funds to cover the check in your bank account. The landlord can charge you up to \$25 for the first bounced check and up to \$35 for each subsequent bounced check.



RIGHTS AND RESPONSIBILITIES

(cont.)

IF YOU BREAK THE RULES: 3-DAY NOTICES

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

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

The 3-day notice will tell you either: (1) that you need to do something within 3 days to correct the problem (for example, pay any past due rent or stop violating a rule or rental agreement); or (2) that the problem cannot be solved by you, and you must leave within 3 days.

“NO FAULT” REASONS THE LANDLORD CAN ASK YOU TO MOVE OUT

Depending on the type of rental unit you live in and how long you’ve lived there, state law may limit the reasons

your landlord can ask you to move when you haven’t done anything wrong (like fail to pay rent). Examples of permissible reasons the landlord could ask you to move include:

- The owner or owner’s family member is going to move into the unit;
- The unit is being taken off the rental market;
- The unit is going to be substantially renovated or demolished;

In many cases, the landlord must give you a legal reason for terminating your tenancy. You probably qualify for these protections if:

- You live in a building with 3 or more units that was built more than 15 years ago; and,
- You and your roommates have all lived there for a year or more, or any one of you has lived there for two years or more.

If this doesn’t describe your situation, the landlord may still have to give you a reason when terminating your tenancy, but it will depend on your

Call Your Landlord First

If you have a problem in your rental unit, notify your landlord or manager immediately, preferably in writing. Since your rental unit 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 your requested repairs and doesn’t have a good reason for not doing so, under certain specific and serious circumstances, 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.



specific circumstances. For example, if you live in a duplex that was built more than 15 years ago and both units are rented out, the landlord must give you a reason when terminating the tenancy. If your landlord lived in the other unit in the duplex when you moved in, the landlord may not be required to give you a reason when terminating the tenancy.

If you live in a city that has adopted its own rules for when landlords can terminate the tenancy, you may have additional protections.

30- AND 60-DAY NOTICES

If you don't qualify for special protections from being asked to move out, then your landlord can ask you to move out without stating a specific reason.

If you have a lease, your landlord can ask that you move out when your lease ends.

If you have a month-to-month rental agreement, the landlord must give you a 60-day notice to move out if all residents have lived in the rental unit for a year or longer.

If any resident has lived in the rental unit for less than a year, the landlord can choose to give a 30-day notice of termination.

90-DAY NOTICES

In some situations, your landlord might give you a 90-day notice of termination, such as if you live in a house that was sold in a foreclosure sale or if you have a Housing Choice Voucher (commonly known as "Section 8").

EVICITION

If your landlord has given you a 3, 30, 60, or 90 day notice, don't ignore it. Generally, a landlord can proceed with an eviction if you ignore or fail to comply with these notices.

If you need some additional time to move out, talk to your landlord. If you have questions or feel you're being treated unfairly, consult an attorney or contact Legal Aid.



RIGHTS AND RESPONSIBILITIES

(cont.)

FREE FROM HARASSMENT

You have the right to live peacefully without harassment from a landlord or the landlord's employees. Here are examples of what can constitute landlord harassment:

1. Threats of physical violence or acts of physical violence
2. Illegal entry into the rental unit
3. Preventing you from gaining reasonable access to the property, such as by changing the locks
4. Removing outside doors or windows
5. Illegally removing personal belongings from your rental unit
6. Turning off utilities such as water, gas, or electricity (except as needed for maintenance and repairs)
7. Refusing to perform required maintenance in a timely manner
8. Creating nuisances that disrupt your right to quiet enjoyment
9. Sexual harassment and sexual advances
10. Extortion, meaning taking something by force, threats, or other unfair means
11. Using, or threaten to use, force, willful threats, or menacing conduct to get you to move out
12. Threatening to disclose information regarding or relating to the immigration or citizenship status of a tenant





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 (check what your lease provides). To avoid a misunderstanding, date the notice, state the date you intend to move, and keep a copy of the notice for your files.

EARLY MOVE OUT

If you move out of your rental unit before your lease is up or before 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 rental unit.

EXCEPTION FOR MILITARY SERVICE MEMBERS

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



DOMESTIC VIOLENCE

California law gives you a number of protections and options if you are a 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 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 choose 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 change them for you.



MOVING OUT

(cont.)

SECURITY DEPOSITS

A landlord may use your security deposit to:

- Clean the unit when you move, if the unit 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 deductions from your security deposit were 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.

RESIDENT AND LANDLORD RESPONSIBILITIES

While you're not obligated to do so, if you request it, a landlord generally 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 rental unit before you move and avoid deductions from your security deposit.



GLOSSARY

California Civil Rights Department

The state agency that investigates complaints of unlawful discrimination in housing and employment
(800) 884-1684 -
www.calcivilrights.ca.gov

Credit report – A report prepared by a credit reporting service that describes a person’s credit history for the last 7 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 actually is 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, sex, gender, gender identification, gender expression, sexual orientation, national origin, ancestry, source of income, age, disability, veteran or military status, genetic information, whether the person is married, or whether their children under the age of 18 in the persons household. Discrimination also includes a landlord’s refusal to make reasonable accommodations for a person with a disability.

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

Eviction notice (or three-day notice) – A three-day notice that the landlord gives the resident when the resident has violated the lease or rental agreement. The 3-day notice instructs the resident to either leave the rental unit or comply with the lease or rental agreement (for example, by paying past due rent) within the three-day period.

Habitable – A rental unit that is fit for human beings to live in. A rental unit that substantially complies with building and safety code standards that materially affect health and safety.

Lease – A rental agreement, usually in writing, that establishes the terms under which the resident will occupy the rental unit and that lasts for a predetermined length of time (for example, 6 months or one year).

Lockout – When a landlord locks a resident out of the rental unit to prevent them from living there. Lockouts are illegal unless they follow a lawful eviction (as are other “self-help” eviction remedies).



GLOSSARY

(cont.)

Month-to-month agreement –

A type of rental agreement that continues for an indefinite period with rent paid on a monthly basis. It gives the resident the opportunity to move-out by simply giving a 30-day notice rather than being responsible for a full lease term.

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

Rental agreement – An oral or written agreement between a resident and a landlord, which establishes the terms of the tenancy, such as the amount of rent and when it's due.

Repair and deduct remedy – The resident's remedy of deducting from future rent the amount necessary to repair serious defects covered by the warranty of habitability that the landlord has failed to correct. 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 or rent withholding remedy, or has asserted other resident rights.

Security deposit – A deposit 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 rental unit 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 rental unit for one year or longer and the tenancy is being terminated without stating a reason or for a "no-fault" reason.

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 and the tenancy is being terminated without stating a reason or for a "no-fault" reason.



TENANT NOTES





WHO WE ARE

The California Apartment Association is the nation's largest statewide rental property association, representing single family rental home owners, apartment owners and builders, as well as management professionals who operate rental housing units statewide.

CAA provides education and compliance information to its members and the general public.



RENTING

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