

# RENTER'S GUIDE



- Is the structure sound?
- Does the plumbing work?
- Does the heater/air conditioner work?

## THE RENTAL APPLICATION



Before renting, most landlords will ask you to fill out a written rental application form. Think of it like a job or credit application—it isn't a guarantee but it is necessary to get the process moving. These documents usually ask for information like the names and contact information of your current and past employers and landlords, as well as people you'll want to use as references. Most will also ask for your social security number, your driver's license number or California ID number, and your phone number. Some landlords may also ask for your bank account or credit account numbers for a credit check. A safer alternative would be to offer the landlord the name of your banking institution and their contact information.



## THE RENTAL AGREEMENT/LEASE



It is important to read these documents very carefully before you sign them, and be suspicious of any landlord unwilling to put the terms in writing.

### PERIODIC RENTAL AGREEMENT



Verbal or written rental agreement that states the time between rent payments – typically every week or month.

### LEASE AGREEMENT



Establishes either verbally or in writing all the terms of the agreement and that lasts for a predetermined length of time, for example six months to one year.

Any verbal agreement should be put in writing once the tenant occupies the unit.

## PAYMENTS, DEPOSITS AND FEES



**Rental Payment** • Most rental agreements and leases require that rent be paid at the beginning of each rental period, usually on the first day of the month. However, your agreement can specify any day of the month as the day rent is due.

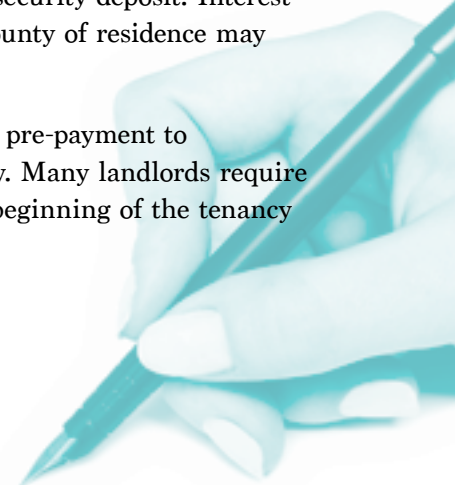
**Delinquent Payment** • Rent is delinquent the day following the last calendar day of the grace period established in the rental or lease agreement. However, when this day falls on a legal holiday, the payment is NOT delinquent if payment is received by the landlord on the first business day following the legal holiday.

**Security Deposits** • A security deposit is money paid by the tenant to the landlord. This protects the landlord if the tenant vacates the property without paying rent or damages the property. Civil Code Section 1950.5 only permits a landlord to use a tenant's security deposit to pay for the costs of: unpaid rent; cleaning (but only to the condition it was in before you moved in); repairing damage caused by the tenant that goes beyond normal wear and tear; and other reasons specified in the lease.

**Credit Check Fee** • Landlords can, and often do, charge a fee to check a prospective tenant's credit.

**Interest on Deposits** • A tenant may consider asking the landlord to pay a moderate rate of interest on the security deposit. Interest is not always required, but your city or county of residence may require it.

**Last Month's Rent** • Last month's rent is a pre-payment to the landlord for the last month of tenancy. Many landlords require tenants to pay "last month's rent" at the beginning of the tenancy as part of the security deposit.



## EVICCTIONS



Thanks to a recent law change supported by Assembly Democrats, a landlord must give tenants a five-day written notice to leave before suing to evict the tenant. The landlord must also get a court order to evict, and it is against the law for them to lock the tenant out, take the tenant's belongings, cut off utilities, or engage in harassment. (**California Civil Code Section 789.3**)

### Foreclosure

In 2018, the Federal Government permanently enacted the "Protecting Tenants at Foreclosure Act," providing most renters with the right to at least 90 days' notice before being required to move after a foreclosure. Tenants may have additional rights under state law as well. (**California Civil Code Section 2923.5**)

## INSPECTING THE PREMISES



It is important to inspect the premises of the new apartment or house very thoroughly before moving in. **Things to look for:**

- Is the structure sound?** \_\_\_\_\_
- Does the plumbing work?** \_\_\_\_\_
- Does the heater/air conditioner work?** \_\_\_\_\_
- Is there enough lighting and ventilation?** \_\_\_\_\_
- Does the electricity work? Any exposed wiring?** \_\_\_\_\_
- Is the unit safe?** \_\_\_\_\_

## TENANT'S RIGHTS

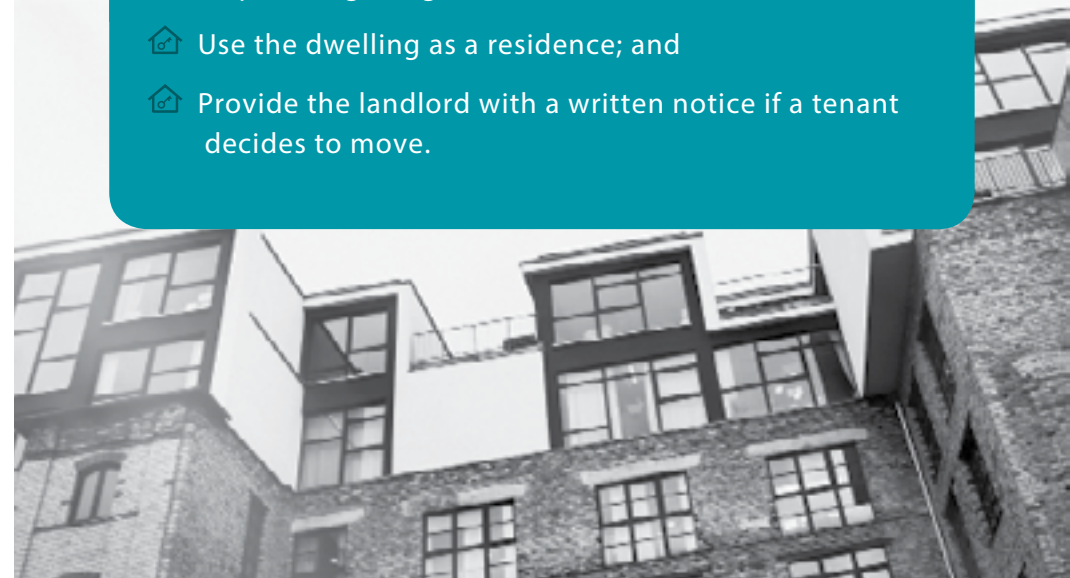
A TENANT HAS THE RIGHT TO:

- A safe and sanitary rental unit and common area;
- Sue their landlord for alleged violations;
- Privacy;
- Be notified for rent increases; and
- A refund of their security deposit within 21 calendar days of moving out, with an explanation for any funds not returned. If the landlord refuses to refund a deposit without citing a reason, the tenant may sue for the return of the unaccounted portion of the deposit.

## TENANT'S RESPONSIBILITIES

A TENANT MUST:

- Keep unit as clean and safe as possible;
- Dispose of garbage and trash in a clean and safe manner;
- Use the dwelling as a residence; and
- Provide the landlord with a written notice if a tenant decides to move.



## LANDLORD'S RESPONSIBILITIES



### A landlord must:

- Keep the unit in a reasonable condition;
- Comply with the requirement of building and housing codes;
- Make all repairs to keep premises in a clean, safe condition;
- Maintain good, safe working order of all facilities and appliances;
- Provide and maintain appropriate garbage containers and arrange their removal;
- Supply hot and cold water;
- Provide quiet enjoyment of the premises for the tenant;
- Not charge rent in excess of legal limits; and
- Provide 30 or 60 days' written advance notice to terminate a month-to-month tenancy.

## TERMINATION OF LEASE BY A LANDLORD



The landlord can terminate the tenancy with only three days' advance written notice if the tenant has done ANY of the following:

- Failed to pay the rent;
- Violated any provision of the lease or rental agreement;
- Materially damaged the rental property;
- Substantially interfered with other tenants;
- Committed domestic violence or sexual assault;
- Used the rental property for an unlawful purpose;
- Engaged in drug trafficking, sales, use, or cultivation; or
- Unlawful conduct involving weapons or ammunition.

### Right of Entry or Access

The landlord must give reasonable notice (usually 24 hours) of his/her intent to enter the rental property, only for the following purposes:

- To make necessary agreed upon repairs;
- To conduct an initial inspection before the end of tenancy;
- To inspect the installation of a water bed;
- If a tenant abandoned or surrendered premises pursuant to a court order; or
- An emergency (24 hour notice not required).



## RESOURCES



California Department of Consumer Affairs  
[www.dca.ca.gov](http://www.dca.ca.gov)

Fair Employment and Housing  
[www.dfeh.ca.gov](http://www.dfeh.ca.gov)

Housing and Community Development  
[www.hcd.ca.gov](http://www.hcd.ca.gov)

Housing California  
[www.housingca.org](http://www.housingca.org)

U. S. Department of Housing and Urban Development  
[www.hud.gov](http://www.hud.gov)

Landlord/Tenant Law Overview  
[www.landlord.com](http://www.landlord.com)



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