



Repairs & Habitability

Fair Housing Guidelines

Landlord/Tenant Rights and Responsibilities

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Rental Housing Repairs and Habitability

Tenants are required to take reasonable care of the rented property. The tenant is responsible for damages caused by him/her or anyone else for which he/she is responsible (e.g. children, guests and pets) that result from neglect or abuse. The landlord is responsible for repairing conditions that seriously affect the rental unit's habitability. For less serious repairs, responsibility to make repairs is often determined by the rental agreement.

Guidelines for Tenants Concerning Damages and Repairs

- Consider who is responsible for the damages.
- Notify the landlord of the needed repairs. It is best though not required, to notify the landlord by telephone and by letter. Any written notification should include a specific list or description of repairs needed and the date. It is a good idea to keep a copy for your records
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- Allow a reasonable amount of time for the landlord to make

repairs. "Reasonable" depends on the seriousness of the situation and the type of repair(s) needed. Thirty days is often presumed to be reasonable unless the problem is urgent or makes the rental unit uninhabitable.

- For habitability issues, contact the local health department and, if appropriate, arrange for an inspection.

Guidelines for Landlords Concerning Damages and Repairs

- Write down the condition of the premises before new tenants move in and provide the tenants with a Tenant/Landlord Checklist for the rental unit.
- Establish a clear, easy-to-follow procedure and a form for tenants to request repairs and report defects.
- Respond promptly to all complaints about defective conditions, or correspond with tenant if the repairs cannot be made soon (for sample forms and letters see *Landlords Law Book, Vol. 1*)
- Provide tenant with 24 hour notice in writing (except in an emergency) before entering a rental unit to make repairs. *Cal. Civ. Code §1954.*
- Respond immediately to all tenant requests for repairs with information on when repairs will be made and the reason for any delay. If a tenant deducts rent

without adequate reason or notice, the landlord has several options: work out a compromise, sue the tenant to recover the money, or attempt to evict the tenant for nonpayment of rent.

- Under California law, a landlord makes an implied promise that the rental unit will be fit for human habitation; this is known as the implied warranty of habitability. *Cal. Civ. Code §1941.*
- A landlord cannot collect or increase rent or file an eviction notice if a local code enforcement officer has ordered the landlord to repair a substandard condition and the landlord has not complied within 35 days.

Implied Warranty of Habitability

The implied warranty of habitability requires landlords to maintain their rental property in a habitable condition at all times. The rental unit must "substantially comply" with local building and housing codes and standards that maintain tenants' health and safety. *Cal. Civ. Code §1941.*

The minimum standards under the implied warranty of habitability include:

- Roof, walls and windows must not leak
- Doors and windows must not be broken

- Plumbing and gas facilities must work
- Hot and cold water must be provided
- Sewer or septic system must be connected and operating
- Heater must work and be safe
- Lights and wiring must work and be safe
- When tenants first move in, the rental unit must be clean with no trash, rodents, animals or pests
- Adequate trash cans or bins with covers are to be provided
- One telephone jack, installed and maintained, must be provided inside rental unit
- Floors, stairways and railings must be in good repair

Remedies

Before any remedy is used, consider these primary steps first:

- How did the damages occur and who is responsible for the damages?
- Was the landlord given written and/or verbal notification of needed repairs?
- Was there a reasonable amount of time allowed for the repair(s) to be made?

Repair and Deduct

This remedy allows a tenant to deduct money from the rent to pay for needed repairs of conditions that are covered by the implied warranty of habitability *Cal. Civ. Code §1942*.

Before choosing to follow this remedy, tenants should keep several conditions in mind:

- The landlord must have been notified of the needed repairs and given a reasonable amount of time to correct them before the tenant undertakes the repair.

- Only then if repairs are not made in a timely manner, the tenant may either make the repairs themselves or hire someone to do them, and then deduct the cost from the rent.
- The amount of rent a tenant can deduct for the repairs *cannot* exceed the amount of one month's rent.
- This remedy cannot be used more than twice in any given twelve month period.

Rent Withholding

The rent withholding remedy allows tenants to stop paying all or part of the rent if the landlord does not fix substantial defects that are covered by the implied warrant of habitability. Tenant can withhold rent until the repairs are made.

Before choosing to follow this remedy, tenants should keep several conditions in mind:

- The conditions or defects must seriously affect the tenants' health and safety (e.g. the rental unit is uninhabitable).
- The landlord has failed to make the repairs within a reasonable amount of time. Thirty days is often presumed to be reasonable, unless the problem is urgent or makes the rental unit uninhabitable.
- When the repairs are made, the tenant will resume paying full rent and may owe the landlord "reasonable rent" for the time when the repairs were not made. It is recommended that tenants put the rent money into a special bank account.

Lawsuit for Damages If a tenant has incurred a financial loss due to the landlord's breach of the implied warranty of habitability, they may pursue a claim in court.

A tenant may recover for attorney's fees and costs associated

with a law suit plus if the landlord is found liable.

A tenant may recover attorney's fees and costs.

Protection from Retaliation

Tenants have a legal right to request repairs be made. Landlords are prohibited from taking any retaliatory action against the tenant for requesting repairs. For example, a landlord cannot threaten or actually unreasonably raise the rent, force a tenant to move or cut off utilities in retaliation for requesting repairs, joining a tenant's group or exercising any legal right.

If a landlord commits an unlawful retaliatory act, s/he is subject to a penalty of up to \$2,000 per incident.

Mediation

Many landlord-tenant problems can be successfully resolved with the assistance of a neutral third party in a process known as mediation. Mediation involves meeting with a trained mediator who facilitates communication between the parties and assists them in resolving their differences. In the City of Davis, Community Mediation Service provides residents with confidential and voluntary conflict resolution services at no cost. To request this service or for more information, call (530) 757-5623 or email: mediations@cityofdavis.org

Fair Housing

Your right to freely choose and enjoy a rental unit is protected by Federal, State and local laws. If you feel you are being denied housing or housing services based on your race, color, religion, sex, sexual orientation, national origin, source of income or because you are disabled or have children in your family, you are entitled to protection under fair housing laws. For more information, call the City's Fair Housing Office (530) 757-5623.

√ Use the attached checklist of the "Top 20" Requirements For Livable Residential Rental Property to help ensure that your rental unit meets the required conditions.



Limitation of Liability: This document is furnished as a matter of service only. While we have attempted to include correct, current information, no guarantee is given to its accuracy or timeliness. This information is not intended to serve as a substitute for obtaining legal advice. Users are urged to consult an attorney for assistance regarding their particular rights or obligations.

Top 20 Requirements For Livable Residential Rental Property	√
1. Effective water proofing of roof and exterior walls including no broken windows or doors.	
2. Plumbing facilities in good working order,	

Top 20 Requirements For Livable Residential Rental Property	√
including hot and cold running water connected to a sewage disposal system.	
3. Gas facilities in good working order.	
4. Heating system in good working order.	
5. Electric system in good working order including lighting in common stairs and hallways, no loose or exposed wiring, and adequate number of working electrical outlets in each room.	
6. Clean and sanitary buildings and grounds free from debris, filth, rubbish garbage, rodents, and vermin.	
7. Enough garbage and trash receptacles in clean condition and good repair.	
8. Floors stairways and railings in good repair.	
9. No lead paint hazards (deteriorated lead-based paint, lead-contaminated dust or soil or lead-based paint disturbed without containment).	
10. A working toilet, wash basin and bathtub or shower.	
11. The toilet and bathtub or shower is in a room, which is ventilated and allows for privacy.	
12. A kitchen with a sink that is not made of an absorbent material such as wood.	

Top 20 Requirements For Livable Residential Rental Property	√
13. Natural lighting in every room through windows or skylights.	
14. Windows in each room that open at least halfway for ventilation or a fan to provide mechanical ventilation.	
15. Safe fire or emergency exits leading to a street or hallway.	
16. Stairs, hallways and exits are litter free.	
17. Storage areas, garages and basements are free of combustible materials.	
18. Operable deadbolt locks on main entry doors and operable locking or security devices on windows.	
19. Working smoke detectors inside all units if an apartment complex, duplex, or other multi-unit buildings.	
20. Smoke detectors in common stairwells in apartment complex.	