

Rights and Obligations of Landlords and Tenants

Whether a tenant is renting a room, apartment, condominium, house or duplex, the landlord-tenant relationship is governed by federal, state and local laws. An informative booklet entitled *California Tenants - A Guide to Tenants' and Landlords' Rights and Responsibilities* is available free of charge from the California Department of Consumer Affairs. This article will highlight some of the major rights and duties of both renters and landlords which the *Guide* discusses in more detail.

Tenants have exclusive use and possession of the unit they renting during the rental period. The rental period may be defined by a written lease or a periodic rental agreement - defined by the time between rent payments. Month-to-month leases are the most common periodic agreements, but the tenancy may also be week-to-week or any other interval agreed to by the parties. Any rental period of greater than one year must be in writing to be enforceable.

Tenants and landlords must give each other notice of any changes to an oral rental agreement a minimum of the length of the rental period in advance. For example, if the rental period is a monthly one, a landlord must give a tenant at least 30 days notice that the rent will be increased. (An exception to this rule is that California law requires 60 days notice if the rent is increased more than 10% or if the tenants have lived in the unit for a year or more and a landlord wants to terminate the tenancy.) Of course, a written lease can only be modified by mutual agreement of the parties.

Landlords are required to provide tenants with "habitable" units and to warn them of any potentially dangerous conditions, such as lead paint or asbestos. They must make necessary repairs to the unit - unless the damage was caused by the tenant and was from more than normal wear and tear. Tenants are required to take reasonable care of the unit and any common areas they use and to repair any damage they or their guests cause. Both landlords and tenants have a legal duty to deal with each other fairly.

Landlords usually require a security deposit at the beginning of the lease. These refundable deposits are limited to two months' rent for an unfurnished rental unit and three months' rent for a furnished one. (An additional half month's rent is allowed if the tenant has a waterbed.) Landlords can require the first month's rent in addition to the security deposit and are allowed to charge a non-refundable application screening fee.

At the end of the tenancy, landlords may only make deductions from the security deposit for unpaid rent or for cleaning or repairing the unit to restore it to the condition in which it was at the inception of the lease. Landlords may not deduct money for conditions caused by normal wear and tear during the tenancy and are limited to "reasonably necessary" charges. California law requires that landlords refund the security deposit within 21 days of the tenant's move from the unit. If any amounts are deducted, landlords must provided an itemized statement of the reasons for deductions and include receipts for any expenditures.

Landlords may terminate a tenancy with less than the normally required notice if the tenant fails to pay rent, commits violence against another tenant, seriously violates a term of the rental agreement, or uses the unit for illegal purposes, such as drug dealing. A three day notice to pay rent or correct other violations must be served on the tenant prior to the landlord filing an unlawful detainer lawsuit to evict the tenant.

Tenants who have a dispute with a landlord may wish to consult an attorney or may seek to resolve the problem through Small Claims Court.

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