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**HUMAN RIGHTS / FAIR HOUSING COMMISSION  
OF THE CITY AND COUNTY OF SACRAMENTO**



1112 I Street, Suite 250  
Sacramento, CA 95814  
(916) 444-0178



***TENANT / LANDLORD  
HANDBOOK***

Seventh Edition - 1997

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The Human Rights / Fair Housing Commission.*

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The following attorneys served as consultants  
by reviewing and commenting on this handbook.  
Their valuable insights and suggestions are greatly appreciated.

Bradley G. Booth  
Counsel, Human Rights / Fair Housing Commission

Gary Link  
Attorney At Law

# TENANT - LANDLORD HANDBOOK

**Edited and Arranged by**

Joy A. Ramos

Ron Brown

Douglas White

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*West California Civil Code*

*West California Code of Civil Procedure*

*California Residential Landlord-Tenant Practice, a CEB Publication 1994,*

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## **TIPS TO REMEMBER . . .**

### **IN MANY CASES, TENANT - LANDLORD PROBLEMS CAN BE AVOIDED BY REMEMBERING TO FOLLOW SOME BASIC GUIDELINES:**

Have everything in writing: the rental agreement, requests for repairs, notices, etc.;

Be polite! People are more responsive when treated with courtesy and respect.

#### **TENANTS:**

Be prompt with rental payments;

Be prompt when requesting repairs.

#### **LANDLORDS:**

Be prompt in making repairs;

Be prompt when refunding security deposits.

**Call the Tenant-Landlord Information Line  
for answers to tenant - landlord questions: 444-0178**

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## **PREFACE**

This Handbook contains answers to questions asked most frequently by tenants and landlords of conventional rental housing.

The information included reflects state law as of January, 1997. Since laws and regulations change, we have also included legal code sections so you may look up the current law at your local library.

This Handbook is not intended to serve as a substitute for obtaining legal advice. In any tenant landlord dispute, it is best to consult with an attorney familiar with tenant landlord law, a legal aid office, or a state or local government agency with authority over such matters.

# BEFORE MOVING IN

## Inspect the Property

Before agreeing to rent a residential unit, house, apartment, duplex, etc., make sure the property is well managed. Tour the property and ask current tenants about the management/owner.

Find out:

- Does the management/owner make repairs promptly?
- Are the public areas kept safe and clean?
- Are tenants responsible for any repairs, yard work or utilities?

Once you move in, there may be little you can do about poor management or changing the terms of the agreement.

## Do a Walk-Through

Before you move in, insist upon a "walk-through" with the landlord. There should be a written document (usually titled a "walk-through" or "check in" list) describing the condition of each room. Check the property and note any defects. You may wish to:

- Try out all appliances (i.e. refrigerator and freezer, stove, air conditioner, dishwasher, garbage disposal, and heater).
- Look under the sinks for leaks.
- Check that all windows and doors lock properly.
- Inspect the carpet and linoleum.
- Inspect the plumbing.
- Note the condition of the walls.

Write down on the walkthrough/checkin list any defects that you see in the property. Get a copy of the walk-through signed by the landlord.

If the landlord refuses to do a walk-through with you, do one on your own and send the landlord a copy. A copy of the walk-through, especially if signed by the landlord, can help protect you from being held responsible for damages caused to the property by a prior tenant.

## Terms of the Tenancy

It is a good idea to find out all the general obligations of the tenancy. You should know what is expected of you and others.

- Try to get a written agreement - insist on one if necessary.
- Read all documents carefully before you sign them.
- If you have any questions, ask.
- Keep a copy of all documents.
- Are there written rules of conduct? Unwritten rules?



## **Holding Deposits**

A holding deposit is money given by a tenant to a landlord so that the landlord will hold the rental property. A holding deposit does not assure the prospective tenant that he or she will get the property, but assures the tenant that he or she will get the property if certain conditions are satisfied, such as a good credit rating, good prior landlord reference, and verification of sufficient income to rent the unit.

Before giving a holding deposit, be sure you really want the house or apartment. Obtain a written receipt for the deposit and be sure it contains language that describes:

1. How the money will be used or applied;
2. The length of the holding period; and
3. The conditions for a total or partial refund.

If the landlord changes his/her mind and rents to someone else after you have given a holding deposit, the landlord must return the deposit. But if you decide that you do not want the apartment, the landlord may keep a reasonable amount of the deposit as compensation for not renting to anyone else during that time. (Generally, the amount kept should bear a relationship to the harm suffered by the landlord because of the tenant's failure to rent – usually the daily prorated fair rental value.)

If you feel that you have suffered damages because of a landlord's wrongful refusal to return the proper amount of the deposit, you may consider writing a letter to the landlord requesting the deposit and, if necessary, talking to a lawyer or going to Small Claims Court to recover the deposit.

## **Credit Reports (Civil Code §1785.1-1786.56; 1950.6)**

The landlord may check an applicant's credit through a credit agency in making the decision whether to rent to an applicant. The landlord may not charge more than \$30 for the credit check. If the check is not performed, or if the entire fee is not used, the landlord must return the remaining amount to the tenant. In addition, the landlord may not charge the applicant for a credit check if no rental units are available or none will be available soon, unless the tenant agrees in writing.

If a decision not to rent is made based on a negative report from a credit agency, the landlord must give the applicant a copy of the credit report on request. The applicant can then check the accuracy of the report.

# RENTAL AGREEMENTS

## In General

Many of the rights and responsibilities of landlords and tenants are spelled out in the agreement that the landlord and tenant(s) make. These agreements should be in writing to avoid future misunderstandings, although oral agreements for a period of time of less than one year are also valid.

There are two standard types of agreements: the month-to-month tenancy and the lease. Leases and rental agreements have advantages and disadvantages that you should consider.

### The Lease:

- Usually in writing.
- All parties are assured that the contract will last for a specific period of time unless a party violates a promise of the lease agreement.
- The rent cannot be raised during that time unless the lease states otherwise.
- The tenant and landlord are bound by the terms spelled out in the lease unless both agree to a change and there is proper notice (see "Changes in the Lease or Rental Agreement", below). The landlord may not change any of the terms of tenancy unless the lease agreement so provides.

### The Month-to-Month Agreement:

- Can be written or oral. Again, for your protection, get it in writing.
- The tenant may vacate the property after giving the landlord a written 30 day notice of intent to leave. Rent should be paid for these 30 days.
- The terms of the rental agreement can be changed by the landlord upon proper written notice, generally no less than 30 days (see "Changes in a Lease or Rental Agreement", below).
- The landlord can give a 30-day written notice to the tenant to terminate the tenancy. The landlord need not give a reason for the 30-day notice. At the end of the 30-day notice, if the tenant has not yet vacated, the landlord may file a lawsuit for unlawful detainer (eviction). Even though the landlord has given a 30-day notice, the tenant is still responsible for rent for that time period.

## Illegal Lease or Rental Agreement Provisions (California Civil Code §1953)

Any lease or rental agreement entered into after January 1, 1976 cannot ask the tenants to give up the following rights:

- Rights regarding security deposits (see page 8).
- Rights regarding landlord entry (see page 18).
- Right to assert a legal cause of action in the future.
- Right to notice or hearing as required by law.
- Procedural rights in any litigation involving tenancy.

- Right to have landlord exercise a duty of care to prevent personal injury or personal property damage where that duty is imposed by law.

If a provision of the lease asks the tenant to give up any of the above rights, that provision (and only that provision) of the lease shall be void as contrary to public policy.

## **CHANGES IN A LEASE OR RENTAL AGREEMENT (CIVIL CODE §827)**

### **Rental Agreements (month-to-month, not available for term lease)**

In any month-to-month rental agreement (or other periods less than a month), the landlord may, upon giving notice in writing to the tenant, change the terms of the written or oral agreement (examples: changing the amount of rent or creating or revising ground rules).

The tenant must generally be properly served with a 30-day written notice of any changes in the rental agreement. However, the parties can agree in writing to less than a 30-day notice for such changes and many form leases allow for as little as 7 days notice. Proper service is:

1. Personal delivery to a tenant; or
2. Substituted service (serving a non-tenant adult in the residence); or
3. Posting the notice on the door of the residence and mailing a copy to the residence. It is not sufficient for a "Notice of Change of Terms of Tenancy" to be simply mailed to the tenant.

A landlord may not impose a rent increase or other changes in terms as a means of retaliating or discriminating against a tenant. (See "Illegal Landlord Behavior", page 18.)

### **Lease Agreement (specified term)**

The parties must abide by the terms of the lease until it expires unless the lease allows for a change of terms.

### **Tenant**

If the tenant breaks the terms of the lease agreement, the landlord can ask the tenant to remedy the problem within three days or vacate. The tenant may be liable for rent for the entire term of the lease agreement even if evicted for failure to comply with the lease agreement.

If the tenant vacates early, the tenant is responsible for the rent for the entire lease period unless and until the property is re-rented. If the landlord re-rents the unit before the end of the 30 days or the lease period, the landlord may not legally collect "double rent." The tenant is liable for only the "gap period" between his/her moving out and the money received by the landlord from the new tenant moving in. If the landlord re-rents the property, the landlord can't perform on the original contract, therefore the landlord would be in breach of contract.

In addition, the landlord has a duty to make a good effort to re-rent the property. This is called the duty to "mitigate damages" in contract law.

## Landlord

Landlords must also comply with the lease agreement. If a landlord fails to comply and, for example, changes the terms of the contract mid-lease, the landlord may be liable for *breach of contract*. If the landlord forces the tenant to move out early when the tenant has not committed a breach, the tenant may be entitled to moving costs.

## ROOMMATES

There are different types of roommate situations:

- Where there is a single contract for all roommates with the landlord. Each roommate is liable for the entire rent, regardless of the arrangement among the roommates themselves, unless the landlord expressly agrees to accept rent from each roommate as his/her sole share. This means that if one roommate cannot pay the rent, the other roommate(s) must pay the delinquent roommate's rent or face possible eviction.
- Where all roommates have separate contracts with the landlord. Each is bound by the terms of his/her individual agreement with the landlord.
- Where the tenant takes in roommates after entering into an agreement with the landlord. If the roommates do not have a contract with the landlord, the original tenant continues to bear the responsibility for the rental agreement/lease obligations.

**NOTE:** Even if the roommates do not sign a lease or rental agreement with the landlord, they are still probably entitled to the protection of California tenant-landlord laws, including proper notice and eviction procedures.

## OCCUPANCY STANDARDS

Occupancy standards can have a discriminatory impact on families with children. If occupancy standards disadvantage families with children, or are being used to keep children out of the complex or unit, they may be illegal under the Fair Employment and Housing Act.

The following are examples of discriminatory use of occupancy standards:

- If four adults are allowed to rent a two-bedroom apartment, but the complex rules say that a family of two adults with two children must rent a three-bedroom apartment.
- If the rules are unusually restrictive, such as one person per bedroom, which would severely disadvantage families with children.

Though landlords may not use occupancy standards to discriminate against families with children, the City and County of Sacramento have created guidelines regarding the minimum square footage required for each person in a rental unit. A landlord may not violate the following standards:

**City of Sacramento:** Two tenants need 90 square feet of sleeping space, and each additional tenant needs an additional 50 square feet of sleeping space (Sacramento Housing Code §49.508).

**County of Sacramento:** Two tenants need 70 square feet, and each additional person needs 50 square feet of sleeping space [Uniform Housing Code, Space and Occupancy Standards, §503(b)].

There are no requirements regarding the number of bedrooms per person, regardless of gender.

# DEPOSITS

## (Civil Code §1950.5)

### In General

Landlords usually will require a tenant to pay some sort of a deposit when a tenant moves in. It may be called a "security deposit", "cleaning deposit", "last month's rent deposit", "key deposit", etc. The total amount of any or all deposits cannot exceed two times the rent for an unfurnished apartment or three times the rent for a furnished unit, unless tenant possesses a waterbed. If the tenant possesses a waterbed, the landlord may increase the security deposit equal to one-half of one month's rent.

The law specifically states that no lease or rental agreement shall contain any provision characterizing a deposit as "non-refundable."

### Landlord's Rights to Use Deposits [Civil Code §1950.5 (b)]

The following are examples of landlord expenses which may be deducted from the deposit:

- The costs reasonably necessary to clean the property after the tenant has moved.
- The costs reasonably necessary to repair damages to the property caused by the tenant which are above and beyond normal wear and tear.
- Rent owed by the tenant.
- Expenses necessary to restore, replace, or return the landlord's personal property when the rental agreement allows such deductions from the deposit.

A landlord cannot use the deposit to repair the following:

- Ordinary wear and tear: Ordinary wear and tear is what damage would normally be caused to a unit for the amount of time tenants were living there.
- Preexisting damage: Damage that existed on the property before the beginning of the rental period.

### Tenant's Rights in the Deposit [Civil Code §1950.5 (F)]

A tenant is entitled to have the landlord mail within 21 days after vacating the premises:

1. The full deposit; or,
2. If any amount is deducted, an itemized statement of any deductions taken out by the landlord, along with the balance of deposit, if any.

### Tenant's Remedies for Bad Faith Retention of a Deposit by the Landlord [Civil Code §1950.5 (k)]

If a tenant disagrees with the landlord's decision to keep any or all of a deposit, options include:

- Contacting the landlord in writing to find out why the deposit was not returned. Keep a copy of the letter.
- If the landlord has taken money out to repair "normal wear and tear" or has acted unreasonably in using the deposit, you may contact the landlord in writing and inform

him/her that this is not a lawful use of a deposit and that you are requesting the disputed portion of the deposit back. Keep a copy of the letter.

- If still dissatisfied, you may take the landlord to small claims court or contact a private attorney. The Small Claims Advisor can help in filing an action in Small Claims Court.

If a tenant can show that a landlord's refusal to return a deposit is not in good faith or is not the result of an honest dispute, a judge may award to the tenant punitive damages of up to \$600.

### **Effect on a Deposit When the Property is Sold [Civil Code §1950 (g) (h) and (i)]**

If a landlord sells a rental unit while a tenant is living there, he/she must do one of the following within a reasonable time:

1. Return the deposit to the tenant, minus any lawful deductions; or
2. Transfer the deposit to the new owner, and notify the tenant by registered mail of the transfer and of the new owner's name and address.

If the original landlord returns the deposit to the tenant, the new landlord may legally require the tenant to pay a new deposit.

If the selling landlord does not return or transfer the deposit as set forth above, both the selling landlord and the new owner are jointly and severally liable for repayment of the security deposit to which the tenant is entitled.

# RENT

## In General

Sacramento has no rent control ordinance. A landlord may charge any amount of money for rent and may raise the rent at the end of any tenancy period or by agreement with the tenant.

Under a month-to-month agreement, a 30-day written notice is required (according to Civil Code §827) before the rent can be raised; if renting on a weekly basis, a seven-day written notice is required.

## When a Landlord May Not Collect or Raise Rent

See "Conditions Under Which a Landlord May Not Collect Rent According to Civil Code §1942.4," page 13, and "Protection From Retaliatory Conduct", page 18 in this Handbook.

## Late Charges [Civil Code §1671 (Liquidated Damages)]

If the rental agreement/lease contains a late fee provision, the landlord may charge a late fee for loss sustained because of a tenant's late payment of rent.

However, a landlord cannot charge a late fee as a penalty to coerce payment of rent. A late fee may be charged only as compensation for actual loss or a reasonable estimation of the actual loss caused by late payment, such as administrative costs of the late payment and loss of interest on the rent. [See *Garrett vs. Coast and Federal Savings & Loan Association*, (1973) 9 Cal.3d.731; *Fox vs. Federated Department Stores* (1979) 94 Cal App 3d 867.]

If a tenant feels that a late charge is excessive, the tenant can ask the landlord to justify it or lower it. If the landlord refuses, the tenant can sue the landlord and ask the court to void the clause of the contract involving late fees, and to return any late fees previously paid.



## QUIET ENJOYMENT

[California Civil Code §1927 and §3304]

Statutes and case law have been created to ensure that tenants are able to peacefully enjoy the property that they rent. A landlord has an obligation to his/her tenants to ensure that their peace is respected. Thus, when a landlord fails to enforce rules and regulations dealing with rental property (particularly apartment buildings), he/she runs the risk of violating a tenant's right to the quiet enjoyment of the property and may be open to a lawsuit.

A tenant who believes that their right to quiet enjoyment has been violated may have a case based upon violation of contract and can sue for damages in Small Claims Court or consult with an attorney.

Some courts require that the tenant move before suing based upon quiet enjoyment. [Beliveau v. Caracas (CD Cal 1995) 873 F Supp 1393]. Other courts allow the tenant to remain in possession while the lawsuit is pending. [Guntert v. City of Stockton (1976) 55 Cal 3d 131, 126 CR 690]. If you wish to remain in possession of the property during the lawsuit, you may wish to consult with an attorney.

## **REPAIRS**

### **[Civil Code §1941.1]**

Under state and local housing codes, the landlord is required to maintain the rental units in a habitable (livable, tenable) condition.

This is the "implied warranty of habitability" [Green vs. Superior Court (1974) 10 Cal 3d 616; Civil Code §1941]. This warranty means the law assumes that a landlord must keep the premises in habitable condition, and if he/she does not, the rental agreement may be considered cancelled and the tenant may owe only the "reasonable rental value" of the premises in its defective condition. Tenants also have obligations to keep the premises clean and not destroy the property.

**Note:** Unless the landlord and tenant agree on the "reasonable rental value," it is up to the Court to decide what the reasonable rental value is.

### **Tenant's Duties [Civil Code §1929 and 1941.2]**

#### **In General**

A landlord may not be responsible for repairing damage which resulted from the tenant being in substantial violation of his/her affirmative obligation under the law. The tenant has a duty to:

- Keep his/her part of the premises clean and sanitary.
- Properly dispose of garbage and other waste in a clean and sanitary manner.
- Properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as possible.
- Not permit any person to willfully or wantonly destroy, deface, impair or remove any part of the structure or dwelling unit, equipment, or parts of the equipment.
- Only utilize the premises for the purposes for which they are rented (to occupy the premises as a place for living, sleeping, cooking, etc.).
- Repair all deteriorations or damage caused by tenant's own recklessness or negligence.

A landlord does not have to repair anything that a tenant or tenant's guest has broken or anything that breaks due to a tenant's lack of ordinary care.

### **Landlord's Duties [Civil Code Sec. 1941.1]**

#### **In General**

A landlord must repair all problems that fall under his/her minimum obligations, unless the damages were caused by the tenant's substantial lack of ordinary care. A landlord's minimum obligations include insuring that:

- The roof, doors and windows are weatherproof (for example, no leaky roofs or broken windows).
- The plumbing works, including hot and cold water, and there is working sewer or septic tank connection.
- The heater is in safe, working condition.

- The lights and wiring work and are safe.
- Floors, stairways and railings are in good repair.
- When it is rented, the dwelling is clean, with no piles of trash or garbage and no vermin or rodents.
- The landlord provides enough cans or bins in good condition with covers for the disposal of garbage and rubbish.

<sup>b8</sup>  
**NOTE:** For items needing repair which are not listed above, see "Options for Repairs That Do Not Fall Under the Implied Warranty of Habitability", page 17.

### **Getting Repairs Done When a Landlord is Responsible under Civil Code §1941.1**

- Give notice to the landlord about the needed repairs, making sure the landlord knows exactly what is wrong. Written notice will offer the best protection, but you may request a repair orally. Keep a copy of all written requests for your files.
- Wait a reasonable amount of time for the repairs to be made. The law says that 30 days is "presumed" reasonable; however, a reasonable wait may depend on the circumstances. If a tenant waits fewer than 30 days and the case goes to court, he/she must prove the shorter wait was reasonable. For example, if there is no heat in the middle of a very cold month, a court may find a shorter time reasonable.
- Cooperate with the landlord in his/her attempts to make repairs. However, unless it is an emergency, the landlord is required to give a tenant "reasonable notice" of his/her intent to enter the premises to make repairs. Reasonable notice is presumed to be 24 hours in most cases.

### **Conditions Under Which a Landlord May Not Collect Rent According to Civil Code §1942.4**

A landlord may not collect rent when all of the following conditions exist:

1. The rental dwelling substantially lacks any of the affirmative standard characteristics listed in Civil Code §1941.1 above; **and**
2. A public officer or employee who is responsible for the enforcement of any housing law inspects the premises and notifies the landlord, or an agent of the landlord, in writing, that the landlord must abate the nuisance or repair the substandard condition; **and**
3. The conditions have existed and have not been abated 60 days beyond the date the notice was issued and the delay is without good cause; **and**
4. The conditions were not caused by an act or omission of the tenant in violation of §1941.2 (See "Tenant's Duties", page 12).

Any landlord who demands or collects rent when all of the above conditions exist is liable to the tenant for the following:

1. Actual damages sustained by the tenant and special damages in any amount not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000);
2. Reasonable attorney's fees in an amount fixed by the court;

3. A court that awards such damages may also order the landlord to abate any nuisance and to repair any substandard condition that significantly or materially affects the occupants' health and safety. The court's jurisdiction continues for the purpose of ensuring compliance.

The tenant or lessee does not have to try the repair-and-deduct or any other remedy prior to exercising his or her rights under this section.

Any action under this section may be filed in a Small Claims Court if the actual or special damages claimed are within the limit specified in §116.2 of the Code of Civil Procedure (\$5,000 or less).

**NOTE:** The remedy provided by this section applies only to rental agreements or leases entered into or renewed on or after January 1, 1986, or any current oral or written month-to-month agreement, and may be used in addition to any other remedy provided by the rental agreement, lease, or other applicable statutory or common law.

### **Tenant's Remedies for Landlord's Failure to Make Required Repairs [Civil Code §1942]**

If a landlord refuses to repair a habitability problem, a tenant may wish to consider exercising one of the following options:

#### 1. Repair and Deduct:

- a. Can only be used twice in a twelve-month period. Each time it is used, the repairs may not exceed the amount of rent due per month. If these requirements are met, go on to b.
- b. Make sure the items needing repair fall under the landlord's obligation (see page 12).
- c. Notify the landlord (written notice is advisable) that since the repairs were not made within the reasonable time requested, you intend to pay for the repairs and deduct them from next month's rent (keep a copy of the letter).
- d. Wait a reasonable time. (Thirty days is presumed to be a reasonable time; however, a shorter time may be reasonable depending on the circumstances). Then make repairs which will cost less than one month's rent.
- e. When rent is due, include a copy of the receipt(s) or an itemized statement of the cost of repairs along with the remainder of the rent, and send them to the landlord. Remember to keep a copy of the receipt and itemized statement.

**WARNING:** Your landlord may give you a Three-day Pay or Quit Notice after you have exercised your option to repair and deduct. You may have to defend your actions in court,

and risk eviction and a judgment against you on your credit. If you choose to repair and deduct, make sure you follow all the procedures carefully and document everything.

#### 2. Withhold Rent [Green vs. Superior Court (1974) 10 Cal. 3d 616]

It is legal for a tenant to withhold all or part of his/her rent to prompt the landlord to make necessary repairs in order to maintain the property in habitable condition and enforce the "warranty of habitability."

In order to withhold rent, the tenant should do the following:

- a. Make certain that the repairs requested fall under the landlord minimum obligations (see page 12).
- b. Give the landlord notice of the habitability problems, preferably in writing.
- c. Wait a reasonable amount of time for the repairs to be made (reasonable is presumed to be 30 days in most circumstances).
- d. After 30 days; notify your landlord (preferably in writing) that you are going to withhold your rent and will pay the amount withheld as soon as repairs are made.
- e. After the repairs are made, you are under an obligation to pay the landlord any rent withheld. To show good faith, you may set up a separate savings account or trust account, and pay the rent to the account every month, or purchase money orders. If you go to court over this matter, take evidence that you have the past rent due. Keep in mind you still can ask the court to reduce the amount of rent you owe for the time the premises were in a defective condition. **If the court does not grant your request, you will have to pay the full amount of rent owed.**

**WARNING: Withholding rent is risky. Your landlord may give you a Three-day Pay or Quit Notice after you have exercised your option to withhold. You may have to defend your actions in court, and risk eviction and a judgment against you on your credit. If you choose to repair and deduct, make sure you follow all the procedures carefully and document everything. Withholding rent is not suggested without the advice of an attorney.**

**Note:** If the property is rented in uninhabitable condition according to the agreement of both parties (for example, tenant is a contractor and has agreed to fix the property him/herself in exchange for low rent), then withholding is not recommended without the advice of an attorney.

### 3. Call the Local Authorities

If in the City of Sacramento:

**City Code Enforcement: 264-5404**

If in Sacramento County outside of the City of Sacramento:

**County Health Department: 875-5881**

(Violations creating an immediate health hazard, such as rats or broken toilets are enforced by the Health Department.)

**County Building Inspector: 875-5656**

(Structural violations are enforced by the Building Inspector.)

If one of the above agencies is called, the tenant should request and save a copy of the report and the inspector's business card. Try to obtain a certified copy of the report, as some courts only accept certified copies into evidence.

**Note:** If the result of a call to the authorities is a determination that the premises must be vacated and the property is located in the City of Sacramento, the tenant can call the City Building Inspector at 264-5404 for information regarding relocation.

#### 4. Sue the Landlord

The tenant has the option of making the repairs him/herself (or hiring someone to make the repairs) and then suing the landlord for the cost of making the repairs. A tenant may choose to contact an attorney or go to Small Claims Court. Small Claims Court is favored by most tenants because attorneys are not involved and costs are minimal.

Before you make the repairs yourself:

- a. Make certain that the repairs requested fall under the landlord minimum obligations (see page 12).
- b. Give the landlord notice of the habitability problems, preferably in writing.
- c. Wait a reasonable amount of time for the repairs to be made (reasonable is presumed to be 30 days in most circumstances).
- d. Notify your landlord (preferably in writing) that you are going to make the repairs yourself.
- e. After the repairs have been made, provide evidence of the cost to the landlord, and ask the landlord to reimburse you. It is a good idea to do this in writing. If the landlord refuses, you may take him/her to court.

Depending on the circumstances, the tenant may request from the court:

- a. A refund for money spent on repairs.
- b. The judge to order the landlord to return some or all of the rent for the period the rental unit needed repairs.
- c. Damages for personal injuries or health problems that result from the landlord's breach of the warranty of habitability.
- d. Order the landlord to make repairs (this can only be done in conjunction with a., b., or c. when suing in Small Claims Court).

**NOTE:** If a tenant takes any of the above actions, and is served with a 30-day notice to vacate within 180 days of the action, the notice may be considered "retaliatory" and may be illegal (see page 18).

#### 5. Move

If the landlord fails to make requested repairs, and the unit becomes uninhabitable (see page 12), a tenant may move without giving proper notice. This is called "constructive eviction."

In some cases, a landlord will attempt to keep some of the security deposit as rent to cover the 30 days usually required as proper notice a tenant must give before moving. To prevent this, the tenant should make sure the uninhabitable condition of the unit is well documented. The tenant should keep a copy of all letters sent to the landlord and any correspondence with local authorities. The tenant may wish to take pictures as evidence of the problems.

If a tenant moves without giving notice, and if there is no legal reason for failing to give notice, such as uninhabitable condition, the landlord is entitled to rent for the period that the unit is vacant, not to exceed 30 days for a month-to-month agreement, or the period remaining on the lease in a lease situation.

**Note:** The landlord must make a good effort to re-rent the property, and if the property is re-rented, cannot collect double rent. (See "Changes in a Lease or Rental Agreement, page 5 for more information).

### **Options for Repairs That Do Not Fall Under the Implied Warranty of Habitability**

Generally, items such as appliances, air conditioning units, security, or luxury or cosmetic items will not be covered by the implied warranty of habitability. For those items, remedies of "withholding rent" and "repairing and deducting" do not apply.

However, if the landlord provides a stove or other appliance, the landlord still may have an obligation to provide them in working condition or repair them.

If the tenant has given the landlord reasonable notice and the landlord refuses to repair these items, the tenant may consider:

1. Consulting a private attorney.
2. Suing in Small Claims Court under:
  - a. Breach of expressed warranty (when the landlord promises to fix or maintain something and then fails to).
  - b. Breach of contract (when the rental agreement states that the landlord will provide something or make repairs).
  - c. Breach of implied warranty (when the landlord provides an item, such as a refrigerator, at the beginning of the rental agreement and fails to maintain it ). See *Strecker vs. Barnard* (1952) 109 Cal. App. 2d 149; *McNally vs. Wood* (1961) 192 Cal. App. 2d 871, 874.

**NOTE:** To sue in Small Claims Court, you must be requesting money damages for repairs you made or for a refund for rent you already paid. If you sue in Small Claims Court for money damages, you can also ask the judge to order repairs to be made. If you only want the repairs to be made, you must sue in Superior Court, not in Small Claims Court.

# ILLEGAL LANDLORD BEHAVIOR

## Protection from Retaliatory Conduct (Civil Code §1942.5)

Occasionally a landlord may attempt to evict a tenant with either a three-day or 30-day notice to vacate because a tenant has taken lawful action to get repairs done. This is called "retaliatory eviction" and is illegal. Retaliatory rent increases are also illegal.

If a tenant does not owe any rent and has:

1. Made a complaint to the landlord about an uninhabitable condition,
2. Made a complaint to a governmental agency with the landlord's knowledge,
3. Given notice requesting repairs or stating an intention to use the repair and deduct/withhold rent remedy,
4. Joined a tenant's association,
5. Filed a lawsuit against the landlord involving the issue of habitability, or
6. Exercised any legal rights involving the landlord,

a landlord cannot threaten or actually decrease services, unreasonably raise the rent, or force a tenant to involuntarily leave within 180 days of the lawful action if the landlord's effect is to punish a tenant for exercising his/her rights under the law.

In most cases where the landlord has retaliated, a tenant has the option to sue the landlord for his/her retaliatory actions. A tenant can hire an attorney or go to Small Claims Court. If the tenant wins, the landlord could be liable for actual damages (attorney's fees, witness fees, moving costs, etc.) If the landlord's actions are deemed malicious, the judge may award the tenant punitive damages of up to \$1,000 for each retaliatory act.

The 180-day protection period can only be used once in any twelve-month period. If a tenant feels he/she has been treated unfairly after 180 days, he/she should consult an attorney. In some cases, protection can be extended through legal action.

Retaliatory eviction can also be used as a defense to an unlawful detainer action. A tenant will need to show the court documentation or other proof of the action he/she took that caused the landlord to retaliate. Use of retaliatory evictions as a defense to an unlawful detainer matter will not be effective if the tenant is currently in default of paying the rent.

## Landlord Entry (Civil Code §1954.4)

A tenant has a basic right of privacy which a landlord must respect. Unless it is an emergency, a landlord must give a tenant reasonable notice of his/her intent to enter and may enter only during normal business hours. Twenty-four hours notice is presumed reasonable notice. A landlord may enter the residence only in the following situations:

- In an emergency.
- To make necessary or agreed-upon repairs, decorations, alterations or improvements; supply necessary or agreed-upon services; or show the unit to prospective buyers, tenants, mortgagees, contractors, or repair workers.
- When a tenant has abandoned or surrendered the premises.
- For smoke detector inspection (Health and Safety Code §13113.7).



- To inspect water-filled furniture.
- As a result of a court order.

A tenant cannot prohibit a landlord from entering a rental because the tenant is not present or because the time is inconvenient for the tenant.

21.

If a landlord violates a tenant's right to privacy, the tenant may call the police to document the violation in a police report. The police may also take direct action against the landlord for trespass.

Keep a copy of the police report for your records. It can serve as evidence if you choose to take your landlord to court for trespass.

### **Illegal Lock-Outs/Utility Cut-Offs (Civil Code §789.3)**

A landlord may not attempt to remove a tenant from the premises unless it is done in accordance with the law. It is illegal for a landlord to do any of the following with the intent to terminate the occupancy:

- Terminate a utility service (water, heat, light, electricity, gas, telephone, elevator, refrigeration, etc.).
- Prevent the tenant from gaining access to the property by changing locks or using a deadbolt or similar device.
- Remove outside windows or doors.
- Remove the tenant's personal belongings or furniture or any other items without prior written consent of the tenant or after the sheriff's execution of a judgment for possession of the premises.

In order to physically remove a tenant from the property, the landlord must go through the courts, and file an Unlawful Detainer. If the landlord wins the lawsuit, the landlord will be granted a "Writ of Possession." The Sheriff's Department will serve the tenant with a "Notice to Vacate". If the tenant has not moved within the time allowed (five days), the sheriff's deputies will physically evict the tenant. (See page 28 for more details.)

### **Remedies**

A tenant's remedies for a breach of Civil Code §789.3 include:

- Calling the police or district attorney. These landlord acts are crimes (Penal Code §418 - Forcible Entry; Penal Code §594 - Malicious Mischief; Penal Code § 602 - Unauthorized Entry).
- Initiating a civil action for the landlord's violation of Code Section 789.3 in Small Claims Court or through a private attorney. If the tenant wins a civil action, he/she can be awarded up to \$100 per day for each day the violation occurs, with a minimum award of \$250, attorney fees, and any actual damages the tenant may have sustained because of the violation.

# WHEN A TENANT MOVES

(Civil Code §1946)

## Proper Notice

### Month-To-Month

Unless there is another agreement, a tenant must give the landlord a 30-day written notice of his/her intent to move. The tenant is generally responsible for the rent for the full 30 days even if the tenant moves out sooner.

### Lease Agreement

Unless there is another agreement or contrary language in the original lease, a tenant may move out when the lease expires without having to give an additional 30-day notice. To be courteous, however, a tenant may give a written notice of his/her intent to move 30 days prior to the expiration of the lease.

A landlord is not required to give 30-day notice of his intent not to renew the lease. Therefore, it is advisable to request a renewal of the lease 30 days prior to the expiration of the old lease. Be sure to obtain the lease renewal in writing, signed by the landlord.

**NOTE:** If a tenant remains after his/her lease has expired and has not been renewed, he/she may be considered to be on a month-to-month tenancy, which requires a 30-day notice prior to moving.

## Abandonment of Residence (California Civil Code §1951.3)

(See page 30 regarding Abandonment of Possessions)

### In General

Abandonment can occur when the tenant voluntarily gives up the premises without giving prior notice to the landlord. A tenant who abandons a rental unit may be subject to liability for rent due under a lease or a month-to-month agreement. On the other hand, a landlord who enters a rental unit under the mistaken belief that the tenant has abandoned the property can be subject to liability for damages for such things as wrongful eviction, trespass, forcible entry, etc.

If a tenant plans to move, he/she should read the section in this booklet entitled "Deciding to Move." If a landlord believes the premises has been abandoned, and the rental agreement was a **month-to-month**, the landlord should take precautions before entering the property. The landlord can ask neighbors when was the last time they saw the tenant, can check the mail box, etc. If the rental agreement was a lease, it is strongly recommended that a landlord follow the guidelines set forth in Civil Code §1951.3, outlined below:

1. Rent is due and has not been paid for 14 consecutive days; and
2. The landlord has a reasonable belief that the tenant has abandoned the property; and
3. Proper notice of the belief of abandonment was delivered to the tenant (see Notice of Belief of Abandonment, below); and

4. The tenant failed to respond to the notice of belief of abandonment within the time period stated in that notice, or replied to the notice indicating his/her intent of abandonment.

## **Notice of Belief of Abandonment**

Civil Code §1951.3 (d) sets forth a sample "Notice of Belief of Abandonment." The section requires the notice be given in "substantially" the same format as the sample notice. The notice should include the time period in which the tenant has to respond. The period to respond varies depending on the method of delivery.

The period is 15 days if the notice is delivered in person, or 18 days if the notice is sent by first class mail. A copy of the "sample notice" as set forth in the code is printed on page 24 of this booklet.

## **Service of Notice of Belief of Abandonment**

Notice of belief of abandonment may be served:

1. In person; or
2. By mail to the tenant's last known address. However, if a landlord believes that by sending the notice to the last known address it will not reach the tenant, then notice must also be sent to other addresses, if any, where the tenant could be expected to receive mail.

**NOTE:** Always keep a copy of any notice(s) sent, and be sure to serve/send a copy of the notice to EACH tenant residing on the premises.

## **Tenant's Response to the Notice of Belief of Abandonment (Civil Code §1951.3)**

When a tenant responds to a "Notice of Belief of Abandonment", the response should be made within the time period stated in the notice. The tenant's response should include:

1. A statement of the tenant's intent of whether he/she is abandoning the premises; and
2. The address at which the tenant may be served by certified mail in an action for unlawful detainer.

## **When a Landlord May Reenter the Premises**

### **Reentry When the Notice Procedure Is Used**

If the requirements of Civil Code §1951.3 have been met (see procedure to establish abandonment, above), and there has been no response by the tenant to the "Notice of Belief of Abandonment" within the time period stated in the notice, then the landlord can reenter and relet the premises.

### **Reentry if the Notice Procedure Is Not Used**

It is risky and it is not suggested for a landlord to reenter if the procedures set forth in Civil Code §1951.2-1952:2 are not followed. However, if a landlord believes he/she can estab-

lish abandonment by other means, it is strongly recommended that the advice of an attorney be sought to avoid potential liability.

**NOTE:** If the tenant has abandoned the premises and left any personal property, it is important to dispose of this property in accordance with the law. (See page 28.)

NOTICE OF BELIEF OF ABANDONMENT

To: \_\_\_\_\_  
(Name of lessee/tenant)

\_\_\_\_\_  
(Address of lessee/tenant)

This notice is given pursuant to Section 1951.3 of the Civil Code concerning the real property leased by you at (state location of the property by address or other sufficient description). The rent on this property has been due and unpaid for 14 consecutive days and the lessor/landlord believes that you have abandoned the property.

The real property will be deemed abandoned within the meaning of Section 1951.2 of the Civil Code and your lease will terminate on \_\_\_\_\_ (here insert a date not less than 15 days after this notice is served personally or, if mailed, not less than 18 days after this notice is deposited in the mail) unless before such date the undersigned receives at the address indicated below a written notice from you stating both of the following:

1. Your intent not to abandon the real property.
2. An address at which you may be served by certified mail in any action for unlawful detainer of the real property.

You are required to pay the rent due and unpaid on this real property as required by the lease, and your failure to do so can lead to a court proceeding against you.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Signature of lessor/landlord)

\_\_\_\_\_  
(Type or print name of lessor/landlord)

\_\_\_\_\_  
(Address to which lessee/tenant is to send notice)

# THE EVICTION PROCESS

## Overview

When a landlord wants a tenant to move, in most instances the landlord must give proper written notice. If the tenant does not comply with the notice, the landlord's next step is to sue the tenant to get the property back. This is called an "Unlawful Detainer" action.

A landlord cannot legally walk into a tenant's residence and physically remove or lock out a tenant (see "Illegal Lock-Outs", page 19). A landlord must use the court.

There are five typical steps to the eviction process:

- A written notice is delivered from the landlord asking the tenant to move or, as an example, giving the tenant the option to "pay rent or move, or to "correct rental violations or move."
- If the tenant does not move or perform the breached promise of the rental agreement specified in the "Notice to Quit", the landlord files a lawsuit called an "Unlawful Detainer." (Forms are available at the courthouse). The tenant will only have five days after receipt of the lawsuit paperwork to respond to the court. The most common is called an "Answer." This is a "fill-in-the-blanks" form available at the courthouse. (See "Unlawful Detainer Lawsuit", page 27).
- If a response is filed by the tenant, the tenant and landlord go to trial and explain the facts to the judge or jury.
- The court or jury makes its decision.
- If the tenant loses the case, he/she must move. The landlord is granted a "Writ of Possession." This allows the sheriff to deliver a "Notice to Vacate" to the tenant (or post it on the door). The sheriff will evict the tenant if he/she has not voluntarily moved out within the time specified on the notice. This is the only way the landlord can have the tenant legally physically removed from the property.

When the landlord and tenant go to trial, both should come prepared to explain and defend their actions. Both should consider bringing the following, as appropriate:

- Documents pertaining to the rental (rental agreement, health inspector reports, copies of letters sent or received, rent receipts, etc.).
- Pictures of the condition of the premises.
- Witnesses to testify in court.

## Types of Written Notice

A landlord can give several types of written notice. Potentially appropriate notices include:

- 30-Day Notice (Civil Code §1946)

This must be given if the landlord simply wants to end the month-to-month rental agreement. The landlord does not need to give a tenant a reason for the notice unless the tenant is involved in some form of public or government subsidized housing program.

If the rental period is shorter than one month, then the notice should be for at least the number of days in the rental period. The parties can agree to a shorter notice

period in the rental agreement, but not less than seven days.

Generally, a lease cannot be ended by a 30-day notice while the lease is still in effect.

**NOTE:** If there is a change in ownership of the dwelling, a new landlord must issue a 30-day notice if s/he wants to end a month-to-month tenancy. A landlord must usually honor a lease until the end of the lease term.

If the new owner does not evict the existing tenant, the existing rental agreement remains in effect. Any changes in terms should be preceded by the appropriate notice to the tenant. (See "Changes in a Lease or Rental Agreement", page 5).

- **Three-Day Notice (Code of Civil Procedure §1161)**

This is given in cases where rent has not been paid (Three-Day Pay or Quit); where there is a correctable violation of the rules or provisions of the lease or rental agreement (Three-Day Perform or Quit); or where there is very serious or non-correctable violation of the law or the lease or rental agreement (Three-Day Quit). The three days will begin the day after the notice was served. If the third day falls on a weekend or legal holiday, the next business day is considered to be the "third day."

A Three-Day Notice must state a reason for the action. If the problem is correctable, the Three-Day Notice will state what the tenant must do to stay. If the tenant corrects the problem or the landlord changes his/her mind and agrees to overlook the problem, the Three-Day Notice is cancelled and the tenant does not have to move.

In *Walter vs. Meyers* (1990) 226 CA3d Supp 15, 18, 277 CR 316, 318, the court held that the time to respond to a Three-Day Notice to Pay or Quit that is served by posting and mailing under CCP 1162 is effective on the day the notice is posted and mailed, and not the date the tenant actually receives the mailed notice.

- **180-Day Notice (Sacramento Condominium Ordinance §28, Ordinance 2550)**

This notice is required when an apartment is converted to a condominium. This notice may be given at any time during the conversion process. The tenant is also entitled to a 90-day first option to buy the unit he/she is living in after the final approval is given for conversion.

- **Civil Code §1945; Code of Civil Procedure §1161**

No notice is required when a tenancy terminated on a specific date (lease has expired) and the landlord has refused to continue renting to the tenant, or when the tenancy was a condition of employment and the employment has been lawfully terminated (see page 36).

## **Method of Delivery (Code of Civil Procedure §1162)**

The law has set out specific ways that the three-day or 30-day notices must be served. If one of these methods is not followed, a court might determine that the notice is invalid. If a landlord institutes an Unlawful Detainer based on an improperly served notice, the court might force the landlord to begin the process all over again. Thus, it is very important that the notice is properly served.

Proper methods of service of a three-day or 30-day notice are listed below:

1. Personally delivering a copy of the notice to one of the co-tenants on the agreement; or
2. If personal delivery is impossible (you cannot find any of the tenants at their place of residence or employment), you may leave a copy of the notice with a person of suitable age and discretion at either the tenant's residence or place of employment, and mail the tenant(s) a copy of the notice to the property; or
3. If there is not a person of suitable age with whom to leave the notice, then the landlord may post a copy of the notice on the door or other obvious place at the residence, and mail the tenant(s) a copy of the notice to the tenant at the property.

**NOTE:** While there is no requirement that the mailed notice be certified, it may be a good idea to obtain a "Certificate of First Class Mailing" in case there is any question in court that the proper notice procedure was followed.

### **Unlawful Detainer Lawsuit**

If the tenant refuses to move after the landlord has given a written notice, the landlord must file and win an "Unlawful Detainer" lawsuit to have the tenant evicted.

If the tenant files a response, the trial on the Unlawful Detainer action will occur in Unlawful Detainer Court. The tenant and landlord may hire attorneys. Usually, a landlord who goes to Unlawful Detainer Court will be represented by an attorney.

When served with an Unlawful Detainer summons, the tenant should act quickly. If filing an answer, the tenant will only have five days (including the weekends) to file a response before a decision may be entered. However, if the fifth day falls on a weekend or legal holiday, the tenant has until the next business day to file the answer. If the tenant does not file a written response to the complaint, the landlord may automatically win.

A fee is required when filing a written response to the court; however, fee waivers may be granted to low income persons. Fee waiver forms can be obtained at the Court Clerk's Office, Legal Services of Northern California, or Community Legal Services at McGeorge School of Law.

After a tenant files a response with the court, he/she will be sent a notice setting the trial date. In most cases, the trial will be held within 14-20 days. If the tenant does not file a response with the court, he/she will automatically lose and will receive a notice of default judgment entered against him/her.

At any point in the process, the tenant can speak with the landlord or landlord's attorney to settle the case and reach an agreement called a "stipulation". This agreement should explain when and if the tenant should move and how much, if any, the tenant should pay, or if the landlord should fix the uninhabitable conditions and what the reasonable value of the rent should be. If a settlement is reached, the tenant should make certain that a dismissal of the case is filed before any deadline pass which he/she must meet. For example, if a dismissal is not filed before the five-day deadline to file a response, the tenant should go ahead and file a response. If an agreement is reached before the day of trial and dismissal has not been filed by the day of trial, the tenant should go to trial to make certain that the case is dismissed, or they show the judge the settlement agreement.



## **The Trial and Decision**

During the trial, the tenant (or his/her attorney) should be prepared to explain the tenant's defense. It is best to bring:

- Documents - the lease, official health inspection reports, copies of letters sent or received, rent receipts, etc.
- Pictures of uninhabitable condition(s), if applicable.
- Witnesses to testify in court, if applicable.

If the tenant does not make his/her scheduled court appearance, he/she may automatically lose. Even if the tenant expects to lose, it may be valuable to go to court to make sure that the judgment is correct.

## **If Landlord Loses Trial**

If the trial judge decides the case in the tenant's favor, the tenant may not have to move, and the landlord may be ordered to pay the tenant's court costs and attorney's fees, if any. The tenant may be ordered to pay some or all of the back rent owed, usually within five days (see Code of Civil Procedure §1174.2).

## **If Tenant Loses Trial**

If the landlord wins the case, the tenant will be ordered to move and may be ordered to pay any back rent, legal fees and court costs the landlord has incurred. The tenant may file an appeal with a higher court but may still have to move unless the court grants a delay until the case is finally decided.

## **Sheriff's Lockouts (Code of Civil Procedure §715.010-715.040)**

Once a landlord has won an Unlawful Detainer lawsuit against the tenant, the landlord must obtain a Writ of Possession from the court if the tenant does not leave. The Sheriff's Department must then serve the Writ by leaving a copy with the occupant personally, with a person at least 18 years old who is either an agent or employee of the occupant or with a member of the occupant's household. If the tenant does not leave within five days after the Writ of Possession is served, the tenant can be removed by the Sheriff. However, an individual who is not named in the Writ of Possession and either claims a right to possession of the premises accruing before the beginning of the unlawful detainer action or claims to have been in possession of the premises on the date the unlawful detainer was filed cannot be removed subject to the filing of certain specified legal forms with the court and after a court hearing.

## **"Mistaken" Evictions**

If a tenant does not believe he/she should be evicted by the Sheriff's deputy because he/she never received notice of or a copy of the lawsuit, the Sheriff's notice will explain what procedure to follow. This remedy usually applies when someone other than the original renter is living in the unit and paying rent.

## After Eviction Occurs

### What To Do if a Tenant Leaves Personal Property Behind (Civil Code §1980-1990; Code of Civil Procedure §1174)

If the tenant leaves his/her personal property on the premises after he/she has been evicted or has otherwise vacated the premises, the landlord must comply with the legal requirements for disposal of the property:

1. The landlord must give a written notice to the tenant describing the property, assessing reasonable costs of storage, where the property can be claimed, and the date the property must be claimed by, and a means to get in touch with the landlord.
2. The landlord must give the tenant at least 15 days to recover the property if the notice is handed to the tenant, and at least 18 days to recover the property if the notice is mailed.
3. The landlord cannot make a tenant pay "back rent" or charge unreasonable storage fees before allowing the tenant to reclaim his/her property.

If the tenant does not reclaim his/her belongings within the 15 or 18 days after a landlord has complied with the proper procedures, and the landlord has reason to believe they have a resale value of less than \$300, the landlord may dispose of the belongings. If the belongings are worth more than \$300 and are not reclaimed, they must be sold at public sale. The tenant then may claim the proceeds of the sale after the landlord deducts for reasonable storage fees, generally equivalent to the amount of rent that would have been charged for the same period, and any other expenses associated with the sale. If the tenant does not claim the proceeds, the landlord must deposit the money, after deductions, with the County Treasurer. The tenant has one year to file a claim with the County Treasurer to receive the money.

The landlord must follow detailed procedures when disposing of property left by a tenant. When utilizing this code section, a landlord may wish to consult with an attorney to avoid liability for conversion.

### Reclaiming Personal Property After Leaving the Premises (Civil Code §1965)

If a tenant leaves personal property behind, the tenant can follow these procedures in order to recover it:

- Request the return of the personal property that the landlord has control over in writing. This must be done within 18 days of leaving the rental property, and include a description of the property, and a mailing address of the tenant.
- The landlord should contact the tenant in writing requesting reasonable storage costs (if applicable) and informing the tenant where and when the property can be recovered.
- The tenant must pay reasonable storage fees if they are requested before s/he can recover the property. A landlord may not charge unreasonable storage fees or make the tenant pay back rent owed before allowing the tenant to reclaim his/her property.

- The exchange of the property and reasonable storage fees should occur no more than 72 hours after the tenant receives the written notice from the landlord.

A landlord may be liable if he/she refuses to give the tenant his/her personal belongings or does not follow legal procedures for disposal of the property as outlined in the section above. The court may assess an additional \$250 to be paid to the tenant if it finds that the landlord has acted in bad faith.

### **Wage Garnishment/Bank Account Attachment Forced Sale of Property (Code of Civil Procedure §695 et seq., §706.010 et seq.)**

If the judgment requires the tenant to pay back rent, the landlord may, with a court judgment, garnish up to 25% of the tenant's net wages, force the sale of his/her property that is not exempt from such procedures, or attach or put a freeze on the tenant's bank account until the amount is paid. Certain monies, such as S.S.I., social security benefits, welfare benefits, and private pensions are exempt from such a freeze and garnishment. A tenant may consult an attorney to determine whether his/her funds are subject to garnishment, freezing, or forced sale.

### **After the Judgment Has Been Satisfied (Code of Civil Procedure §724.010-724.050)**

After the tenant has paid the amount of the judgment, the tenant should make a written request to the landlord asking the landlord to file the "Notice of Satisfaction of Judgment" with the court to formally end the dispute. The landlord has 15 days to comply with this request. If the landlord fails to comply, the tenant can make a motion to the court to force the landlord to comply. The landlord may also be ordered to pay actual damages, attorney's fees and an additional \$100 to the tenant.

# DISCRIMINATION

Landlords in California may not treat tenants or lodgers differently because of factors that have nothing to do with their ability to do the following:

- Pay rent in full and on time.
- Treat neighbors and the landlord with common courtesy.
- Take reasonable care of the rented property.
- Be honest in the application process.

Local, state and federal laws provide protection from discrimination based on:

- Race/Color
- Religion
- National Origin (the country a person is from)
- Gender (includes protection from sexual harassment)
- Ancestry (where a family came from in past generations)
- Familial Status (families with children)
- Marital Status
- Age [except legally designated senior communities (Civil Code §51)]
- Disability (landlords are required to make reasonable accommodations for disabled tenants)
- Sexual Orientation (in the City of Sacramento by Sacramento City Code Chapter 14)
- HIV positive status (in the City of Sacramento by Sacramento City Code Chapter 74)

The California Supreme Court has ruled that the Unruh Civil Rights Act, State Civil Code §51, also forbids "arbitrary" discrimination (e.g. length of hair, vocation, and hobbies).

If a person believes that he/she is the victim of discrimination, the following services are available:

The Human Rights/Fair Housing Commission investigates and conciliates complaints and may also sue on its own behalf in discrimination matters.

The California Department of Fair Employment and Housing investigates and conciliates cases. They may also take appropriate enforcement action if they find evidence of discrimination and the landlord refuses to settle before a formal hearing.

The U. S. Department of Housing and Urban Development will investigate complaints of housing discrimination and has the authority to take appropriate enforcement action.

Private attorneys may take cases before the courts to recover damages and to enforce compliance with the law. Attorneys can sometimes use facts uncovered by government investigations in their cases.

Small Claims Court is another option. Complainants in Sacramento should contact the Small Claims Advisor Clinic for Guidance.

**NOTE:** Phone numbers for these agencies/organizations are listed in the Telephone Directory (see page 41).

# SPECIAL HOUSING

## Guests

Guests are usually on a property only by permission of the resident. Guests can be asked to leave the property at any time, and a refusal to leave would be considered trespassing under California Penal Code Section 602.5 (m).

## Lodgers (Civil Code §1946.5)

A lodger is defined as a person who has an agreement with the owner of a house or apartment to rent a room, or room and board within the house or apartment occupied by the owner. The owner retains a right to go into all areas of the house or apartment, and has overall control of the house or apartment. If there is more than one renter, then the renters are not considered lodgers, but are considered tenants, and this section does not apply to them.

This type of housing arrangement can be terminated with notice by either party. The notice should be given at least as many days ahead of the date to vacate as the term of the tenancy. For example, if the lodger pays rent every two weeks, then the notice period should not be less than two weeks, unless a different term is specified in the rental agreement. If a different term is specified in the rental agreement, that term cannot be less than seven days. (Civil Code §1946.)

Notice must be given as outlined in the section on Method of Delivery, page 25.

After the notice term has expired, the lodger must vacate the property. Any right of the lodger to remain on the property is "terminated by operation of law." If the lodger remains on the property, the lodger may be considered a trespasser, and removed by the police or sheriff. [Civil Code §1946.5, Penal Code §602.5 (m)].

## Residential Hotels (Civil Code §1940, 1940.1)

Under California Law, a resident of a motel, hotel, residence club, or other lodging facility, after the first 30 days of residency and payment of all charges owed, usually becomes a tenant.

If a tenancy is created, the proper procedures must be followed in order to terminate the tenancy, as outlined in this handbook.

If either of the following criteria apply, the renter is not a tenant but a guest:

1. The residence in a motel, hotel, residence club, or other lodging facility is for less than 30 days or, without full payment for the first 30 days, and the county's transient occupancy tax has been paid; or
2. The residence is accessible to the manager, and all of the following services are provided:
  - a. Fireproof safe for resident's use;
  - b. Central phone service;
  - c. Central dining rooms, maid service, mail and recreational services;

d. Occupancy for less than seven days is allowed.

If the resident is a guest and not a tenant, the resident is in trespass if the tenant remains on the property after the term of hiring has expired.

### **Housing as a Condition of Employment [California Code of Civil Procedure §1161 (1)]**

When a person's tenancy is conditioned solely on their employment with the landlord (no rent is paid), the following apply:

- Unless the employee and landlord agree otherwise, the rental housing will be automatically terminated upon lawful termination of employment.
- The employer is not required to give the employee any notice of the termination of tenancy, although a 72 hour notice is customary.
- If the employee does not vacate when requested, the landlord may start eviction proceedings (see Eviction Process, page 25)

**NOTE:** If the employee pays partial rent, then the landlord must go through the usual notice procedure to terminate the tenancy.

### **Subsidized Housing**

Subsidized housing offers reasonable rents for people with low incomes. This type of housing costs less than rental units available in the private market. A drawback is that it may take a long time to obtain a unit since there are usually long waiting lists for subsidized housing. However, it is a good idea to put your name on the list. In Sacramento, contact the Sacramento Housing and Redevelopment Agency (S.H.R.A.) at 277-1300, or at the Housing Urban Division (HUD) at (415)464-0683.

**NOTE:** Subsidized housing units often have procedures and rules that vary from those described in this Handbook. Contact Sacramento Housing and Redevelopment Agency or Housing and Urban Development for information on the rules and guidelines governing subsidized housing and the correct procedure for filing complaints regarding a subsidized housing problem.

### **Mobile Homes (California Civil Code §798 et.seq.)**

The renting of a trailer in a mobile home park is covered by the same laws discussed throughout this book. However, renters of space in mobile home parks who own their own trailers have additional rights. Some of these are listed below:

- Rental agreement must be in writing;
- A copy of the California Mobile Home Residency Law (Civil Code § 798 et.seq.) must be attached to the rental agreement;
- The lease must state that the park owner must manage and maintain common areas (though the landlord can require the tenant to maintain his/her own property and can impose a fee or a 14-day notice if the tenant does not maintain their own personal property).
- The term of a lease in a mobile home park is 12 months unless the homeowner requests less time.

- Amendments to the rules and regulations of the park must have tenant participation, with notice to every owner at least 10 days before a meeting on new regulations. New regulations can be implemented immediately after the meeting for those who consent. For those who do not consent, the new regulations take effect in six months, except for regulations of recreation facilities, which can take effect in 60 days. Rules are void if they are unilaterally adopted by the park management.
- Ninety days' written notice is required before an increase in park fees. The only permissible fees are rent, utilities, and incidental fees for services rendered.
- Tenancy at a mobile home park can be terminated with 60 days' notice and good cause. Good cause includes illegal activity, excessive noise, and felony convictions unless the convicted individual moves out. For nonpayment of rent, the landlord must give a five-day grace period, and then can give a Three-Day Notice to Pay or Quit.

Senior citizen complexes made up of mobile homes must comply with the Federal Fair Housing Act.

Civil Code §798.17 provides for statewide rent control in mobile home parks. However the lease can provide control over rent control if the lease agreement is for more than 12 months, the mobile home is the personal and actual residence of the owner, and if the mobile home owner is given 30 days to accept such a proposal and 72 hours after the acceptance to void it.

Rental agreements meeting the criteria of California Civil Code §798 are exempt from any ordinance, rule, regulation, or initiative adopted by a local government entity for the life and extensions of the rental agreement (Civil Code §798.17).



# MISCELLANEOUS

## Sacramento City Nuisance Ordinance

In the City of Sacramento, the Neighborhood Nuisance Code empowers the Department of Neighborhood Services to serve notices to landlords when a nuisance exists on that landlord's property. These notices can name specific tenants who are the cause of the nuisance. The notice requires the landlord to stop the nuisance or face up to \$20,000 in civil fines. Landlords served with such notices can request an administrative hearing with the Department of Neighborhood Services to challenge the notice. Tenants who are named in such notices or are evicted as a result of such notices can request an administrative hearing with the Human Rights/Fair Housing Commission.

For purposes of the Neighborhood Nuisance Code a nuisance is:

- Illegal sale or use of controlled substances or other illegal drugs.
- Frequent gathering, or coming and going of people who have an intent to purchase or use controlled substances on the premises.
- The occurrence of prostitution or the activities of a criminal street gang on the premises.
- Excessive noise, or the firing of gunshots or brandishing of weapons by residents or guests of residents.

## Pool Rules

**(California Code of Regulations Part 22 §65539 and Part 24 §2-9025)**

California state law requires that all housing used for residential purposes must display a sign on the premises stating that a lifeguard is not present, and that anyone who wishes to utilize the swimming pool must do so at their own risk. This sign must be posted in a conspicuous place near the swimming pool.

Children's use of the amenities can, however, be restricted under state law for purposes of public safety. Currently, California Code of Regulations Title 24, Part 2, §2.9052 (D)(2) of the State Building Codes prohibit the use of spas by children under 14 years of age, unless they are accompanied by an adult.

The establishment of a set of rules and regulations which has as its desired purpose the separation of adults and children based upon other factors not contained in federal, state, or local laws may constitute unlawful housing discrimination practices. Such practices may lead to segregation of the facilities, and therefore illegal discrimination.

## Restraining Orders

**(California Code of Civil Procedure §527.6; California Penal Code §273.6)**

If one tenant is suffering from harassment by another tenant, the victim can file a complaint with the court and ask for a restraining order to make the harassment stop. As long as the victim can prove to the court that the other person is harassing them and that the harassment can cause irreparable harm, the court will issue a temporary restraining order which will remain in effect for 15 or 22 days unless extended. A permanent restraining order can last up to three years, and can be renewed. If a restraining order is in place the

harasser cannot disobey the order and return to the residence. If the tenant returns, the police or sheriff should be called to enforce the order.

**NOTE:** Even if both tenants reside in the same unit, the full rent must be paid while a restraining order is in effect, unless an agreement has been made with the landlord to the contrary.

### **Foreclosure (Code of Civil Procedure §1161)**

If the owner of residential property has been foreclosed upon, and the new owner wants the tenants in possession to move, the new landlord must give written Notice to Quit "at least as long as the term of the hiring itself but not exceeding 30 days." The new owner has a right to give a 30-day notice whether the agreement with the previous owner was a month-to-month agreement or a lease agreement which has not expired.

### **Mandatory Disclosure of Possible Lead-based Paint Hazard (Lead-Based Paint Hazard Reduction Act of 1992)**

Landlords are required to disclose information on lead-based paint and lead-based paint hazards before the sale, lease, or rental of housing built before 1978. The rule requires sellers and landlords to disclose available lead information about the common areas (i.e., parking lot, laundry rooms). Landlords who rent housing built before 1978 are required to do the following:

- Disclose all known lead-based paint and lead-based paint hazards in the home and any available reports on lead in the housing.
- Give renters the EPA pamphlet *Protect Your Family from Lead in Your Home*. For a copy of the brochure, sample disclosure forms, or the law, call the National Lead Information Clearinghouse at (800) 424-LEAD.
- Include warning language in the lease as well as signed statements from all parties verifying that all requirements were completed.
- Retain signed acknowledgments for three years, as proof of compliance.

A landlord who fails to comply with the law may be sued for triple the amount of damages. In addition, they may be subject to civil and criminal penalties.

**IMPORTANT NOTE:** The following are types of housing not affected by this rule:

- Zero-bedroom dwellings (i.e., lofts, efficiencies, and studios).
- Units leased for 100 days or fewer.
- Housing for the elderly and/or disabled (unless children reside there).
- Housing which has been inspected and found to be free of lead-based paint.

### **Eviction and Your Credit; Credit Reports (Civil Code §1785.1-1786.56)**

Credit check agencies report the filings of Unlawful Detainers. No matter the outcome of the case, this information can be reported by credit check agencies.

Credit card companies are not allowed access to the court files for 60 days after trial. After 60 days has passed, credit companies can report evictions and judgements for up to seven years.

If a tenant wins the Unlawful Detainer case, the credit record should reflect the outcome of the case.

If a tenant loses a case and has a judgment against him/her, as soon as the tenant pays the judgment, the credit report should reflect the payment and read "Judgment Satisfied."

## GLOSSARY OF TERMS

§ Symbol for "Section."

**Attachment** Seizing property by virtue of a judicial order to secure the debt or claim.

**Breach** Where one party to a contract fails to carry out a promise or condition of the contract.

**Contract** An agreement between two or more persons which creates obligations to do or not to do certain things.

**Default** Failure to do something; i.e. default in rent is failure to pay rent.

**Discrimination** Unfair treatment or denial of normal privileges. A failure to treat all persons equally where no reasonable distinction can be found between those favored or not favored.

**Express Warranty** Where the promise is expressly stated.

**Implied Warranty** Where the intention or promise is gathered by implication or necessary deduction from the circumstances, or is imposed by law.

**Judgment** What the judge decides; i.e. the amount of money the judge rules that one party owed to another.

# TELEPHONE DIRECTORY

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Human Rights/Fair Housing Commission  
Tenant - Landlord Information  
444-0178

Consumer Affairs Complaint Assistance Unit  
445-0660

## Tenant Housing Assistance

Sacramento Housing & Redevelopment Agency (SHRA)  
Section 8 Housing Program (Low-Income & Senior Citizens)  
277-1300

Shared Housing Program Services (a referral service for sharing private residences)  
440-1301

South Area Emergency Housing (Emergency Housing for Homeless)  
455-2160

Infoline Sacramento (General information and referral agency; has information on subsidized housing, emergency shelters, listings of private apartments/houses for rent)  
498-1000

## LEGAL SERVICES

Small Claims Court, Sacramento  
440-5713

McGeorge School of Law (Eviction defense clinic for low-income persons)  
739-7161

Legal Services of Northern California (Eviction defense clinic for low-income persons)  
444-6760

Legal Center for the Elderly & the Disabled (Must be 60 or over, or disabled (SSI recipient), low income and a resident of Sacramento County to receive services)  
446-4851

Small Claims Advisory Clinic  
383-2426

Sacramento County Bar Association's Lawyer Referral Service ( Will refer clients to attorneys)  
444-2333

## DISCRIMINATION

### Local

Human Rights/Fair Housing Commission (Can investigate and conciliate complaints of discrimination and provide information about civil rights)  
444-6903

### State

Department of Fair Employment and Housing (Can investigate and conciliate housing bias complaints; enforces state civil rights laws)  
445-9918

### Federal

U.S. Department of Housing and Urban Development (HUD) Fair Housing and Equal Opportunity Office (Can investigate, conciliate or refer fair housing complaints dealing only with race/color, religion, national origin, or sex)  
(415) 464-0683

## ADDITIONAL NUMBERS

Alta Regional Center .....	924-0400
Bannon Shelter .....	443-4688
Better Business Bureau .....	443-6843
Building Inspector, City .....	264-5716
Hazard & Nuisance Complaint Center .....	875-5656
Building Inspector, Dangerous Buildings .....	264-5404
Bureau of Land Management .....	979-2800
City of Sacramento Neighborhood Services .....	264-5200
Consumer Affairs .....	445-0660
Consumer Credit Counselors .....	638-5037
Davis Housing Commission Office .....	757-5623
Disease Control Center .....	366-2181
Environmental Health Dept. ....	386-6108
Labor Board .....	979-2040
Police Dept. ....	264-5471
Resources for Independent Living .....	446-3074
Sacramento Mediation Center .....	441-7979
Sacramento Valley Apartment Association .....	920-1120
Salvation Army .....	452-9388
Section 8/Conventional Housing .....	440-1390
State Dept. of Health Services .....	445-0576
Tax Assessor .....	440-5271
West Sacramento Housing Commission Office .....	373-5843
Woodland Housing Commission .....	661-5818

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# Notes

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# Notes

**HUMAN RIGHTS/FAIR HOUSING COMMISSION**  
of the City and County of Sacramento  
1112 "I" Street, Suite 250  
Sacramento, CA 95814

**BULK RATE**  
**U.S. POSTAGE**  
**PAID**  
Permit No. 1286  
Sacramento, CA



**HUMAN RIGHTS/FAIR HOUSING COMMISSION  
OF THE CITY AND COUNTY OF SACRAMENTO**

1112 - "I" Street, Suite 250  
Sacramento, California 95814  
Tel (916) 444-6903  
Fax (916) 444-6630

**Tenant/Landlord Assistance Report**

City Council District 8 - Bonnie J. Pannell  
For Zip Code: 95822

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	2	2	0		
2 3-Day Pay or Quit	20	20	0		
3 3-Day Perform or Quit	2	2	0		
4 30-Day Notice	29	27	2		
5 Abandonment	4	4	0		
6 AFDC Referral	0	0	0		
7 Call-Back (no contact)	1	1	0		
8 Change in Terms/Rent/Agent	6	6	0		
9 Credit Checks	4	4	0		
10 Deposit (Pet, Security, etc.)	24	24	0		
11 Discrimination/Referral	8	8	0		
12 Eviction (U.D.) Process	20	18	2		
13 Foreclosure	6	6	0		
14 Habitability	36	30	6		
15 Harassment	6	6	0		
16 Late Charge	5	4	1		
17 Lease	13	13	0		
18 Lock-out/Utility Cut-off	2	2	0		
19 Mobile Home	1	1	0		
20 Neighbourhood Problems	1	1	0		
21 Notice to Vacate	6	6	0		
22 Nuisance	2	2	0		
23 Occupancy Standards	1	1	0		
24 Pets	1	0	1		
25 Privacy/Landlord Entry	4	3	1		
26 Quiet Enjoyment/Possession	11	11	0		
27 Relocation Assistance	2	2	0		
28 Rent Withholding	10	6	4		
29 Repairs	37	34	3		
30 Retaliation	12	11	1		
31 Roommates	0	0	0		
32 Section 8/Subsidized Housing	2	1	1		
33 Tenant-initiated 30-Day Notice	6	3	3		
34 T/L Handbook	11	11	0		
35 Translation	2	1	1		
36 Referral	9	8	1		
37 Other	18	17	1		
38 Metroscan (Brief Service)	8	7	1		
<b>Totals</b>	<b>332</b>	<b>303</b>	<b>29</b>	<b>0</b>	<b>332</b>
<b>TYPE OF CALL</b>					
39 Renters	156	143	13	0	
40 Landlords	15	14	1	0	<b>Total</b>
<b>Total</b>	<b>171</b>	<b>157</b>	<b>14</b>	<b>0</b>	<b>171</b>

**HUMAN RIGHTS/FAIR HOUSING COMMISSION  
OF THE CITY AND COUNTY OF SACRAMENTO**

1112 - T Street, Suite 250  
Sacramento, California 95814  
Tel (916) 444-6903  
Fax (916) 444-6630

**Tenant/Landlord Assistance Report**

City Council District 8 - Bonnie J. Pannell  
For Zip Code: 95823

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	4	3	1	0	
2 3-Day Pay or Quit	26	17	9	0	
3 3-Day Perform or Quit	6	5	1	0	
4 30-Day Notice	55	36	19	0	
5 Abandonment	5	3	2	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	17	13	4	0	
9 Credit Checks	5	3	2	0	
10 Deposit (Pet, Security, etc.)	47	36	11	0	
11 Discrimination/Referral	12	8	4	0	
12 Eviction (U.D.) Process	46	30	16	0	
13 Foreclosure	4	2	2	0	
14 Habitability	65	42	23	0	
15 Harassment	21	13	8	0	
16 Late Charge	4	2	2	0	
17 Lease	33	17	16	0	
18 Lock-out/Utility Cut-off	3	2	1	0	
19 Mobile Home	5	3	2	0	
20 Neighbourhood Problems	1	1	0	0	
21 Notice to Vacate	7	6	1	0	
22 Nuisance	3	1	2	0	
23 Occupancy Standards	0	0	0	0	
24 Pets	0	0	0	0	
25 Privacy/Landlord Entry	10	5	5	0	
26 Quiet Enjoyment/Possession	41	22	19	0	
27 Relocation Assistance	0	0	0	0	
28 Rent Withholding	9	7	2	0	
29 Repairs	68	43	25	0	
30 Retaliation	15	6	9	0	
31 Roommates	8	6	2	0	
32 Section 8/Subsidized Housing	5	3	2	0	
33 Tenant-initiated 30-Day Notice	10	7	3	0	
34 T/L Handbook	36	27	9	0	
35 Translation	1	0	1	0	
36 Referral	18	16	2	0	
37 Other	30	19	11	0	
38 Metroscan (Brief Service)	18	12	6	0	Total
<b>Totals</b>	<b>638</b>	<b>416</b>	<b>222</b>	<b>0</b>	<b>638</b>

**TYPE OF CALL**

39 Renters	315	213	102	0	
40 Landlords	22	13	9	0	Total
<b>Total</b>	<b>337</b>	<b>226</b>	<b>111</b>	<b>0</b>	<b>337</b>

**HUMAN RIGHTS/FAIR HOUSING COMMISSION  
OF THE CITY AND COUNTY OF SACRAMENTO**

1112 - "I" Street, Suite 250  
Sacramento, California 95814  
Tel (916) 444-6903  
Fax (916) 444-6630

**Tenant/Landlord Assistance Report**

City Council District 7 - Robbic Waters  
For Zip Code: 95823

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	4	3	1	0	
2 3-Day Pay or Quit	26	17	9	0	
3 3-Day Perform or Quit	6	5	1	0	
4 30-Day Notice	55	36	19	0	
5 Abandonment	5	3	2	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	17	13	4	0	
9 Credit Checks	5	3	2	0	
10 Deposit (Pet, Security, etc.)	47	36	11	0	
11 Discrimination/Referral	12	8	4	0	
12 Eviction (U.D.) Process	46	30	16	0	
13 Foreclosure	4	2	2	0	
14 Habitability	65	42	23	0	
15 Harassment	21	13	8	0	
16 Late Charge	4	2	2	0	
17 Lease	33	17	16	0	
18 Lock-out/Utility Cut-off	3	2	1	0	
19 Mobile Home	5	3	2	0	
20 Neighbourhood Problems	1	1	0	0	
21 Notice to Vacate	7	6	1	0	
22 Nuisance	3	1	2	0	
23 Occupancy Standards	0	0	0	0	
24 Pets	0	0	0	0	
25 Privacy/Landlord Entry	10	5	5	0	
26 Quiet Enjoyment/Possession	41	22	19	0	
27 Relocation Assistance	0	0	0	0	
28 Rent Withholding	9	7	2	0	
29 Repairs	68	43	25	0	
30 Retaliation	15	6	9	0	
31 Roommates	8	6	2	0	
32 Section 8/Subsidized Housing	5	3	2	0	
33 Tenant-initiated 30-Day Notice	10	7	3	0	
34 T/L Handbook	36	27	9	0	
35 Translation	1	0	1	0	
36 Referral	18	16	2	0	
37 Other	30	19	11	0	
38 Metroscan (Brief Service)	18	12	6	0	Total
<b>Totals</b>	<b>638</b>	<b>416</b>	<b>222</b>	<b>0</b>	<b>638</b>

**TYPE OF CALL.**

39 Renters	315	213	102	0	
40 Landlords	22	13	9	0	Total
<b>Total</b>	<b>337</b>	<b>226</b>	<b>111</b>	<b>0</b>	<b>337</b>

**HUMAN RIGHTS/FAIR HOUSING COMMISSION  
OF THE CITY AND COUNTY OF SACRAMENTO**

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**Tenant/Landlord Assistance Report**

City Council District 7 - Robbic Waters  
For Zip Code: 95831

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	3	3	0	0	
2 3-Day Pay or Quit	3	3	0	0	
3 3-Day Perform or Quit	3	3	0	0	
4 30-Day Notice	27	27	0	0	
5 Abandonment	2	2	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	19	19	0	0	
9 Credit Checks	1	1	0	0	
10 Deposit (Pet, Security, etc.)	27	27	0	0	
11 Discrimination/Referral	8	8	0	0	
12 Eviction (U.D.) Process	12	12	0	0	
13 Foreclosure	1	1	0	0	
14 Habitability	35	35	0	0	
15 Harassment	3	3	0	0	
16 Late Charge	2	2	0	0	
17 Lease	28	28	0	0	
18 Lock-out/Utility Cut-off	2	2	0	0	
19 Mobile Home	0	0	0	0	
20 Neighbourhood Problems	1	1	0	0	
21 Notice to Vacate	4	4	0	0	
22 Nuisance	4	4	0	0	
23 Occupancy Standards	0	0	0	0	
24 Pets	0	0	0	0	
25 Privacy/Landlord Entry	8	8	0	0	
26 Quiet Enjoyment/Possession	19	19	0	0	
27 Relocation Assistance	0	0	0	0	
28 Rent Withholding	1	1	0	0	
29 Repairs	28	28	0	0	
30 Retaliation	9	9	0	0	
31 Roommates	5	5	0	0	
32 Section 8/Subsidized Housing	0	0	0	0	
33 Tenant-initiated 30-Day Notice	10	10	0	0	
34 T/L Handbook	8	8	0	0	
35 Translation	0	0	0	0	
36 Referral	6	6	0	0	
37 Other	12	12	0	0	
38 Metroscan (Brief Service)	8	8	0	0	Total
<b>Totals</b>	<b>299</b>	<b>299</b>	<b>0</b>	<b>0</b>	<b>299</b>

**TYPE OF CALL**

39 Renters	166	166	0	0	
40 Landlords	14	14	0	0	Total
<b>Total</b>	<b>180</b>	<b>180</b>	<b>0</b>	<b>0</b>	<b>180</b>

**HUMAN RIGHTS/FAIR HOUSING COMMISSION  
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**Tenant/Landlord Assistance Report**

City Council District 7 - Robbie Waters  
For Zip Code: 95832

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	0	0	0	0	
2 3-Day Pay or Quit	0	0	0	0	
3 3-Day Perform or Quit	0	0	0	0	
4 30-Day Notice	2	1	1	0	
5 Abandonment	1	1	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	1	0	1	0	
9 Credit Checks	0	0	0	0	
10 Deposit (Pet, Security, etc.)	4	2	2	0	
11 Discrimination/Referral	1	1	0	0	
12 Eviction (U.D.) Process	0	0	0	0	
13 Foreclosure	0	0	0	0	
14 Habitability	5	3	2	0	
15 Harassment	2	1	1	0	
16 Late Charge	0	0	0	0	
17 Lease	1	0	1	0	
18 Lock-out/Utility Cut-off	0	0	0	0	
19 Mobile Home	0	0	0	0	
20 Neighbourhood Problems	0	0	0	0	
21 Notice to Vacate	0	0	0	0	
22 Nuisance	0	0	0	0	
23 Occupancy Standards	0	0	0	0	
24 Pets	0	0	0	0	
25 Privacy/Landlord Entry	4	1	3	0	
26 Quiet Enjoyment/Possession	5	3	2	0	
27 Relocation Assistance	1	0	1	0	
28 Rent Withholding	1	0	1	0	
29 Repairs	6	4	2	0	
30 Retaliation	1	0	1	0	
31 Roommates	0	0	0	0	
32 Section 8/Subsidized Housing	0	0	0	0	
33 Tenant-initiated 30-Day Notice	1	1	0	0	
34 T/L Handbook	3	2	1	0	
35 Translation	0	0	0	0	
36 Referral	0	0	0	0	
37 Other	3	1	2	0	
38 Metroscan (Brief Service)	0	0	0	0	Total
<b>Totals</b>	<b>42</b>	<b>21</b>	<b>21</b>	<b>0</b>	<b>42</b>

**TYPE OF CALL**

39 Renters	19	11	8	0	
40 Landlords	2	1	1	0	Total
<b>Total</b>	<b>21</b>	<b>12</b>	<b>9</b>	<b>0</b>	<b>21</b>

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**Tenant/Landlord Assistance Report**

City Council District 4 - Jimmie Yee  
For Zip Code: 95818

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	3	3	0	0	
2 3-Day Pay or Quit	5	5	0	0	
3 3-Day Perform or Quit	5	5	0	0	
4 30-Day Notice	24	24	0	0	
5 Abandonment	2	2	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	6	6	0	0	
9 Credit Checks	1	1	0	0	
10 Deposit (Pet, Security, etc.)	27	27	0	0	
11 Discrimination/Referral	10	10	0	0	
12 Eviction (U.D.) Process	15	15	0	0	
13 Foreclosure	0	0	0	0	
14 Habitability	22	22	0	0	
15 Harassment	8	8	0	0	
16 Late Charge	1	1	0	0	
17 Lease	5	5	0	0	
18 Lock-out/Utility Cut-off	2	2	0	0	
19 Mobile Home	1	1	0	0	
20 Neighbourhood Problems	2	2	0	0	
21 Notice to Vacate	3	3	0	0	
22 Nuisance	1	1	0	0	
23 Occupancy Standards	0	0	0	0	
24 Pets	0	0	0	0	
25 Privacy/Landlord Entry	9	9	0	0	
26 Quiet Enjoyment/Possession	13	13	0	0	
27 Relocation Assistance	1	1	0	0	
28 Rent Withholding	1	1	0	0	
29 Repairs	23	23	0	0	
30 Retaliation	12	12	0	0	
31 Roommates	4	4	0	0	
32 Section 8/Subsidized Housing	3	3	0	0	
33 Tenant-initiated 30-Day Notice	6	6	0	0	
34 T/L Handbook	9	9	0	0	
35 Translation	0	0	0	0	
36 Referral	4	4	0	0	
37 Other	16	16	0	0	
38 Metroscan (Brief Service)	5	5	0	0	Total
<b>Totals</b>	<b>249</b>	<b>249</b>	<b>0</b>	<b>0</b>	<b>249</b>

**TYPE OF CALL**

39 Renters	128	128	0	0	
40 Landlords	11	11	0	0	Total
<b>Total</b>	<b>139</b>	<b>139</b>	<b>0</b>	<b>0</b>	<b>139</b>

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**Tenant/Landlord Assistance Report**

City Council District 4 - Jimmie Yee  
For Zip Code: 95822

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	2	2	0	0	
2 3-Day Pay or Quit	20	20	0	0	
3 3-Day Perform or Quit	2	2	0	0	
4 30-Day Notice	29	27	2	0	
5 Abandonment	4	4	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	1	1	0	0	
8 Change in Terms/Rent/Agent	6	6	0	0	
9 Credit Checks	4	4	0	0	
10 Deposit (Pet, Security, etc.)	24	24	0	0	
11 Discrimination/Referral	8	8	0	0	
12 Eviction (U.D.) Process	20	18	2	0	
13 Foreclosure	6	6	0	0	
14 Habitability	36	30	6	0	
15 Harassment	6	6	0	0	
16 Late Charge	5	4	1	0	
17 Lease	13	13	0	0	
18 Lock-out/Utility Cut-off	2	2	0	0	
19 Mobile Home	1	1	0	0	
20 Neighbourhood Problems	1	1	0	0	
21 Notice to Vacate	6	6	0	0	
22 Nuisance	2	2	0	0	
23 Occupancy Standards	1	1	0	0	
24 Pets	1	0	1	0	
25 Privacy/Landlord Entry	4	3	1	0	
26 Quiet Enjoyment/Possession	11	11	0	0	
27 Relocation Assistance	2	2	0	0	
28 Rent Withholding	10	6	4	0	
29 Repairs	37	34	3	0	
30 Retaliation	12	11	1	0	
31 Roommates	0	0	0	0	
32 Section 8/Subsidized Housing	2	1	1	0	
33 Tenant-initiated 30-Day Notice	6	3	3	0	
34 T/L Handbook	11	11	0	0	
35 Translation	2	1	1	0	
36 Referral	9	8	1	0	
37 Other	18	17	1	0	
38 Metroscan (Brief Service)	8	7	1	0	
<b>Totals</b>	<b>332</b>	<b>303</b>	<b>29</b>	<b>0</b>	<b>Total 332</b>

**TYPE OF CALL**

39 Renters	156	143	13	0	
40 Landlords	15	14	1	0	Total
<b>Total</b>	<b>171</b>	<b>157</b>	<b>14</b>	<b>0</b>	<b>171</b>

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**Tenant/Landlord Assistance Report**

City Council District 4 - Jimmie Yee  
For Zip Code: 95831

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	3	3	0	0	
2 3-Day Pay or Quit	3	3	0	0	
3 3-Day Perform or Quit	3	3	0	0	
4 30-Day Notice	27	27	0	0	
5 Abandonment	2	2	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	19	19	0	0	
9 Credit Checks	1	1	0	0	
10 Deposit (Pet, Security, etc.)	27	27	0	0	
11 Discrimination/Referral	8	8	0	0	
12 Eviction (U.D.) Process	12	12	0	0	
13 Foreclosure	1	1	0	0	
14 Habitability	35	35	0	0	
15 Harassment	3	3	0	0	
16 Late Charge	2	2	0	0	
17 Lease	28	28	0	0	
18 Lock-out/Utility Cut-off	2	2	0	0	
19 Mobile Home	0	0	0	0	
20 Neighbourhood Problems	1	1	0	0	
21 Notice to Vacate	4	4	0	0	
22 Nuisance	4	4	0	0	
23 Occupancy Standards	0	0	0	0	
24 Pets	0	0	0	0	
25 Privacy/Landlord Entry	8	8	0	0	
26 Quiet Enjoyment/Possession	19	19	0	0	
27 Relocation Assistance	0	0	0	0	
28 Rent Withholding	1	1	0	0	
29 Repairs	28	28	0	0	
30 Retaliation	9	9	0	0	
31 Roommates	5	5	0	0	
32 Section 8/Subsidized Housing	0	0	0	0	
33 Tenant-initiated 30-Day Notice	10	10	0	0	
34 T/L Handbook	8	8	0	0	
35 Translation	0	0	0	0	
36 Referral	6	6	0	0	
37 Other	12	12	0	0	
38 Metroscan (Brief Service)	8	8	0	0	Total
<b>Totals</b>	<b>299</b>	<b>299</b>	<b>0</b>	<b>0</b>	<b>299</b>

**TYPE OF CALL**

39 Renters	166	166	0	0	
40 Landlords	14	14	0	0	Total
<b>Total</b>	<b>180</b>	<b>180</b>	<b>0</b>	<b>0</b>	<b>180</b>



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**Tenant/Landlord Assistance Report**

City Council District 5 - Lauren Hammond  
For Zip Code: 95817

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	2	2	0	0	
2 3-Day Pay or Quit	16	16	0	0	
3 3-Day Perform or Quit	3	3	0	0	
4 30-Day Notice	14	14	0	0	
5 Abandonment	4	4	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	4	4	0	0	
9 Credit Checks	0	0	0	0	
10 Deposit (Pet, Security, etc.)	10	10	0	0	
11 Discrimination/Referral	2	2	0	0	
12 Eviction (U.D.) Process	18	18	0	0	
13 Foreclosure	2	2	0	0	
14 Habitability	28	28	0	0	
15 Harassment	3	3	0	0	
16 Late Charge	0	0	0	0	
17 Lease	8	8	0	0	
18 Lock-out/Utility Cut-off	4	4	0	0	
19 Mobile Home	2	2	0	0	
20 Neighbourhood Problems	0	0	0	0	
21 Notice to Vacate	3	3	0	0	
22 Nuisance	2	2	0	0	
23 Occupancy Standards	1	1	0	0	
24 Pets	0	0	0	0	
25 Privacy/Landlord Entry	8	8	0	0	
26 Quiet Enjoyment/Possession	12	12	0	0	
27 Relocation Assistance	0	0	0	0	
28 Rent Withholding	6	6	0	0	
29 Repairs	31	31	0	0	
30 Retaliation	5	5	0	0	
31 Roommates	3	3	0	0	
32 Section 8/Subsidized Housing	2	2	0	0	
33 Tenant-initiated 30-Day Notice	6	6	0	0	
34 T/L Handbook	11	11	0	0	
35 Translation	1	1	0	0	
36 Referral	2	2	0	0	
37 Other	8	8	0	0	
38 Metroscan (Brief Service)	4	4	0	0	Total
<b>Totals</b>	<b>225</b>	<b>225</b>	<b>0</b>	<b>0</b>	<b>225</b>

**TYPE OF CALL**

39 Renters	97	97	0	0	
40 Landlords	11	11	0	0	Total
<b>Total</b>	<b>108</b>	<b>108</b>	<b>0</b>	<b>0</b>	<b>108</b>

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**Tenant/Landlord Assistance Report**

City Council District 5 - Lauren Hammond  
For Zip Code: 95820

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	1	0	1	0	
2 3-Day Pay or Quit	16	5	11	0	
3 3-Day Perform or Quit	2	1	1	0	
4 30-Day Notice	24	16	8	0	
5 Abandonment	4	4	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	1	1	0	0	
8 Change in Terms/Rent/Agent	7	6	1	0	
9 Credit Checks	1	1	0	0	
10 Deposit (Pet, Security, etc.)	12	11	1	0	
11 Discrimination/Referral	5	3	2	0	
12 Eviction (U.D.) Process	18	12	6	0	
13 Foreclosure	1	1	0	0	
14 Habitability	43	30	13	0	
15 Harassment	9	8	1	0	
16 Late Charge	1	1	0	0	
17 Lease	7	7	0	0	
18 Lock-out/Utility Cut-off	8	7	1	0	
19 Mobile Home	0	0	0	0	
20 Neighbourhood Problems	2	2	0	0	
21 Notice to Vacate	8	6	2	0	
22 Nuisance	2	1	1	0	
23 Occupancy Standards	1	1	0	0	
24 Pets	1	1	0	0	
25 Privacy/Landlord Entry	7	6	1	0	
26 Quiet Enjoyment/Possession	9	8	1	0	
27 Relocation Assistance	1	0	1	0	
28 Rent Withholding	8	5	3	0	
29 Repairs	36	28	8	0	
30 Retaliation	13	7	6	0	
31 Roommates	2	2	0	0	
32 Section 8/Subsidized Housing	1	1	0	0	
33 Tenant-initiated 30-Day Notice	4	3	1	0	
34 T/L Handbook	8	5	3	0	
35 Translation	2	2	0	0	
36 Referral	6	6	0	0	
37 Other	18	13	5	0	
38 Metroscan (Brief Service)	11	7	4	0	Total
<b>Totals</b>	<b>300</b>	<b>218</b>	<b>82</b>	<b>0</b>	<b>300</b>

**TYPE OF CALL**

39 Renters	138	102	36	0	
40 Landlords	10	9	1	0	Total
<b>Total</b>	<b>148</b>	<b>111</b>	<b>37</b>	<b>0</b>	<b>148</b>

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**Tenant/Landlord Assistance Report**

City Council District 6 - Darrell Steinberg  
For Zip Code: 95824

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	2	0	2	0	
2 3-Day Pay or Quit	12	3	9	0	
3 3-Day Perform or Quit	5	1	4	0	
4 30-Day Notice	25	13	12	0	
5 Abandonment	5	4	1	0	
6 AFDC Referral	1	0	1	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	5	3	2	0	
9 Credit Checks	1	1	0	0	
10 Deposit (Pet, Security, etc.)	16	11	5	0	
11 Discrimination/Referral	1	0	1	0	
12 Eviction (U.D.) Process	14	8	6	0	
13 Foreclosure	4	2	2	0	
14 Habitability	33	15	18	0	
15 Harassment	3	1	2	0	
16 Late Charge	2	1	1	0	
17 Lease	7	3	4	0	
18 Lock-out/Utility Cut-off	5	4	1	0	
19 Mobile Home	2	2	0	0	
20 Neighbourhood Problems	1	1	0	0	
21 Notice to Vacate	4	3	1	0	
22 Nuisance	1	0	1	0	
23 Occupancy Standards	0	0	0	0	
24 Pets	1	0	1	0	
25 Privacy/Landlord Entry	8	3	5	0	
26 Quiet Enjoyment/Possession	6	2	4	0	
27 Relocation Assistance	1	1	0	0	
28 Rent Withholding	7	4	3	0	
29 Repairs	32	17	15	0	
30 Retaliation	3	0	3	0	
31 Roommates	2	1	1	0	
32 Section 8/Subsidized Housing	3	1	2	0	
33 Tenant-initiated 30-Day Notice	5	2	3	0	
34 T/L Handbook	10	5	5	0	
35 Translation	0	0	0	0	
36 Referral	6	1	5	0	
37 Other	17	10	7	0	
38 Metroscan (Brief Service)	7	5	2	0	Total
<b>Totals</b>	<b>257</b>	<b>128</b>	<b>129</b>	<b>0</b>	<b>257</b>

**TYPE OF CALL**

39 Renters	123	66	57	0	
40 Landlords	15	9	6	0	Total
<b>Total</b>	<b>138</b>	<b>75</b>	<b>63</b>	<b>0</b>	<b>138</b>

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**Tenant/Landlord Assistance Report**

City Council District 6 - Darrell Steinberg  
For Zip Code: 95826

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	5	2	3	0	
2 3-Day Pay or Quit	19	4	15	0	
3 3-Day Perform or Quit	1	0	1	0	
4 30-Day Notice	41	11	30	0	
5 Abandonment	1	0	1	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	14	1	13	0	
9 Credit Checks	6	1	5	0	
10 Deposit (Pet, Security, etc.)	41	10	31	0	
11 Discrimination/Referral	7	0	7	0	
12 Eviction (U.D.) Process	21	3	18	0	
13 Foreclosure	1	0	1	0	
14 Habitability	29	4	25	0	
15 Harassment	8	2	6	0	
16 Late Charge	1	0	1	0	
17 Lease	23	5	18	0	
18 Lock-out/Utility Cut-off	5	1	4	0	
19 Mobile Home	1	0	1	0	
20 Neighbourhood Problems	0	0	0	0	
21 Notice to Vacate	4	0	4	0	
22 Nuisance	3	0	3	0	
23 Occupancy Standards	1	1	0	0	
24 Pets	0	0	0	0	
25 Privacy/Landlord Entry	13	3	10	0	
26 Quiet Enjoyment/Possession	21	4	17	0	
27 Relocation Assistance	0	0	0	0	
28 Rent Withholding	3	1	2	0	
29 Repairs	29	5	24	0	
30 Retaliation	9	1	8	0	
31 Roommates	8	1	7	0	
32 Section 8/Subsidized Housing	2	0	2	0	
33 Tenant-initiated 30-Day Notice	3	0	3	0	
34 T/L Handbook	22	2	20	0	
35 Translation	0	0	0	0	
36 Referral	4	1	3	0	
37 Other	22	6	16	0	
38 Metroscan (Brief Service)	16	4	12	0	Total
<b>Totals</b>	<b>384</b>	<b>73</b>	<b>311</b>	<b>0</b>	<b>384</b>

**TYPE OF CALL**

39 Renters	192	43	149	0	
40 Landlords	11	3	8	0	Total
<b>Total</b>	<b>203</b>	<b>46</b>	<b>157</b>	<b>0</b>	<b>203</b>

**HUMAN RIGHTS/FAIR HOUSING COMMISSION  
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**Tenant/Landlord Assistance Report**

City Council District 6 - Darrell Steinberg  
For Zip Code: 95828

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	2	0	2	0	
2 3-Day Pay or Quit	9	3	6	0	
3 3-Day Perform or Quit	1	1	0	0	
4 30-Day Notice	17	4	13	0	
5 Abandonment	1	0	1	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	3	0	3	0	
9 Credit Checks	3	0	3	0	
10 Deposit (Pet, Security, etc.)	23	5	18	0	
11 Discrimination/Referral	10	1	9	0	
12 Eviction (U.D.) Process	21	4	17	0	
13 Foreclosure	3	1	2	0	
14 Habitability	26	4	22	0	
15 Harassment	1	0	1	0	
16 Late Charge	0	0	0	0	
17 Lease	9	2	7	0	
18 Lock-out/Utility Cut-off	2	0	2	0	
19 Mobile Home	1	0	1	0	
20 Neighbourhood Problems	0	0	0	0	
21 Notice to Vacate	2	0	2	0	
22 Nuisance	1	1	0	0	
23 Occupancy Standards	1	0	1	0	
24 Pets	0	0	0	0	
25 Privacy/Landlord Entry	5	0	5	0	
26 Quiet Enjoyment/Possession	9	0	9	0	
27 Relocation Assistance	0	0	0	0	
28 Rent Withholding	3	2	1	0	
29 Repairs	24	1	23	0	
30 Retaliation	6	0	6	0	
31 Roommates	1	0	1	0	
32 Section 8/Subsidized Housing	3	2	1	0	
33 Tenant-initiated 30-Day Notice	3	1	2	0	
34 T/L Handbook	9	0	9	0	
35 Translation	0	0	0	0	
36 Referral	9	1	8	0	
37 Other	29	5	24	0	
38 Metroscan (Brief Service)	5	3	2	0	Total
<b>Totals</b>	<b>242</b>	<b>41</b>	<b>201</b>	<b>0</b>	<b>242</b>

**TYPE OF CALL**

39 Renters	134	23	111	0	
40 Landlords	12	3	9	0	Total
<b>Total</b>	<b>146</b>	<b>26</b>	<b>120</b>	<b>0</b>	<b>146</b>

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**Tenant/Landlord Assistance Report**

City Council District 3 - Steven Cohn  
For Zip Code: 95815

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	2	2	0	0	
2 3-Day Pay or Quit	19	19	0	0	
3 3-Day Perform or Quit	5	5	0	0	
4 30-Day Notice	24	24	0	0	
5 Abandonment	3	3	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	10	10	0	0	
9 Credit Checks	2	2	0	0	
10 Deposit (Pet, Security, etc.)	15	15	0	0	
11 Discrimination/Referral	8	8	0	0	
12 Eviction (U.D.) Process	17	17	0	0	
13 Foreclosure	4	4	0	0	
14 Habitability	41	41	0	0	
15 Harassment	6	6	0	0	
16 Late Charge	0	0	0	0	
17 Lease	8	8	0	0	
18 Lock-out/Utility Cut-off	2	2	0	0	
19 Mobile Home	4	4	0	0	
20 Neighbourhood Problems	1	1	0	0	
21 Notice to Vacate	9	9	0	0	
22 Nuisance	2	2	0	0	
23 Occupancy Standards	1	1	0	0	
24 Pets	2	2	0	0	
25 Privacy/Landlord Entry	7	7	0	0	
26 Quiet Enjoyment/Possession	17	17	0	0	
27 Relocation Assistance	1	1	0	0	
28 Rent Withholding	3	3	0	0	
29 Repairs	35	35	0	0	
30 Retaliation	10	10	0	0	
31 Roommates	5	5	0	0	
32 Section 8/Subsidized Housing	4	4	0	0	
33 Tenant-initiated 30-Day Notice	4	4	0	0	
34 T/L Handbook	9	9	0	0	
35 Translation	1	1	0	0	
36 Referral	11	11	0	0	
37 Other	17	17	0	0	
38 Metroscan (Brief Service)	10	10	0	0	Total
<b>Totals</b>	<b>319</b>	<b>319</b>	<b>0</b>	<b>0</b>	<b>319</b>

**TYPE OF CALL.**

39 Renters	163	163	0	0	
40 Landlords	14	14	0	0	Total
<b>Total</b>	<b>177</b>	<b>177</b>	<b>0</b>	<b>0</b>	<b>177</b>

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**Tenant/Landlord Assistance Report**

City Council District 3 - Steven Cohn  
For Zip Code: 95816

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	0	0	0	0	
2 3-Day Pay or Quit	8	8	0	0	
3 3-Day Perform or Quit	2	2	0	0	
4 30-Day Notice	28	28	0	0	
5 Abandonment	5	5	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	17	17	0	0	
9 Credit Checks	5	5	0	0	
10 Deposit (Pet, Security, etc.)	43	43	0	0	
11 Discrimination/Referral	9	9	0	0	
12 Eviction (U.D.) Process	25	25	0	0	
13 Foreclosure	1	1	0	0	
14 Habitability	45	45	0	0	
15 Harassment	9	9	0	0	
16 Late Charge	0	0	0	0	
17 Lease	13	13	0	0	
18 Lock-out/Utility Cut-off	6	6	0	0	
19 Mobile Home	2	2	0	0	
20 Neighbourhood Problems	1	1	0	0	
21 Notice to Vacate	1	1	0	0	
22 Nuisance	6	6	0	0	
23 Occupancy Standards	2	2	0	0	
24 Pets	1	1	0	0	
25 Privacy/Landlord Entry	10	10	0	0	
26 Quiet Enjoyment/Possession	39	39	0	0	
27 Relocation Assistance	2	2	0	0	
28 Rent Withholding	4	4	0	0	
29 Repairs	47	47	0	0	
30 Retaliation	15	15	0	0	
31 Roommates	4	4	0	0	
32 Section 8/Subsidized Housing	2	2	0	0	
33 Tenant-initiated 30-Day Notice	17	17	0	0	
34 T/L Handbook	14	14	0	0	
35 Translation	1	1	0	0	
36 Referral	11	11	0	0	
37 Other	31	31	0	0	
38 Metroscan (Brief Service)	10	10	0	0	Total
<b>Totals</b>	<b>436</b>	<b>436</b>	<b>0</b>	<b>0</b>	<b>436</b>

**TYPE OF CALL**

39 Renters	238	238	0	0	
40 Landlords	9	9	0	0	Total
<b>Total</b>	<b>247</b>	<b>247</b>	<b>0</b>	<b>0</b>	<b>247</b>

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**Tenant/Landlord Assistance Report**

City Council District 3 - Steven Cohn  
For Zip Code: 95819

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	0	0	0	0	
2 3-Day Pay or Quit	2	2	0	0	
3 3-Day Perform or Quit	1	1	0	0	
4 30-Day Notice	5	5	0	0	
5 Abandonment	1	1	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	5	5	0	0	
9 Credit Checks	2	2	0	0	
10 Deposit (Pet, Security, etc.)	13	13	0	0	
11 Discrimination/Referral	1	1	0	0	
12 Eviction (U.D.) Process	3	3	0	0	
13 Foreclosure	0	0	0	0	
14 Habitability	5	5	0	0	
15 Harassment	0	0	0	0	
16 Late Charge	0	0	0	0	
17 Lease	7	7	0	0	
18 Lock-out/Utility Cut-off	1	1	0	0	
19 Mobile Home	0	0	0	0	
20 Neighbourhood Problems	0	0	0	0	
21 Notice to Vacate	2	2	0	0	
22 Nuisance	0	0	0	0	
23 Occupancy Standards	0	0	0	0	
24 Pets	1	1	0	0	
25 Privacy/Landlord Entry	5	5	0	0	
26 Quiet Enjoyment/Possession	5	5	0	0	
27 Relocation Assistance	0	0	0	0	
28 Rent Withholding	1	1	0	0	
29 Repairs	6	6	0	0	
30 Retaliation	2	2	0	0	
31 Roommates	2	2	0	0	
32 Section 8/Subsidized Housing	1	1	0	0	
33 Tenant-initiated 30-Day Notice	1	1	0	0	
34 T/L Handbook	6	6	0	0	
35 Translation	0	0	0	0	
36 Referral	1	1	0	0	
37 Other	9	9	0	0	
38 Metroscan (Brief Service)	0	0	0	0	Total
<b>Totals</b>	<b>88</b>	<b>88</b>	<b>0</b>	<b>0</b>	<b>88</b>

**TYPE OF CALL**

39 Renters	44	44	0	0	
40 Landlords	4	4	0	0	Total
<b>Total</b>	<b>48</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>48</b>



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**Tenant/Landlord Assistance Report**

City Council District 3 - Steven Cohn  
For Zip Code: 95825

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	YTD
1 3-Day Quit	3	0	3	0	3
2 3-Day Pay or Quit	23	1	22	0	23
3 3-Day Perform or Quit	4	0	4	0	4
4 30-Day Notice	39	10	29	0	39
5 Abandonment	1	0	1	0	1
6 AFDC Referral	0	0	0	0	0
7 Call-Back (no contact)	0	0	0	0	0
8 Change in Terms/Rent/Agent	26	4	22	0	26
9 Credit Checks	1	0	1	0	1
10 Deposit (Pet, Security, etc.)	47	6	41	0	47
11 Discrimination/Referral	13	4	9	0	13
12 Eviction (U.D.) Process	29	6	23	0	29
13 Foreclosure	0	0	0	0	0
14 Habitability	51	5	46	0	51
15 Harassment	15	4	11	0	15
16 Late Charge	4	1	3	0	4
17 Lease	24	5	19	0	24
18 Lock-out/Utility Cut-off	2	0	2	0	2
19 Mobile Home	3	0	1	0	3
20 Neighbourhood Problems	4	0	1	0	4
21 Notice to Vacate	3	2	9	0	3
22 Nuisance	14	0	3	0	14
23 Occupancy Standards	38	0	4	0	38
24 Pets	3	0	3	0	3
25 Privacy/Landlord Entry	3	1	13	0	3
26 Quiet Enjoyment/Possession	54	5	33	0	54
27 Relocation Assistance	16	0	3	0	16
28 Rent Withholding	10	0	3	0	10
29 Repairs	3	7	47	0	3
30 Retaliation	14	5	11	0	14
31 Roommates	25	2	8	0	25
32 Section 8/Subsidized Housing	0	2	1	0	0
33 Tenant-initiated 30-Day Notice	15	3	11	0	15
34 T/L Handbook	24	2	23	0	24
35 Translation	11	0	0	0	11
36 Referral	15	5	10	0	15
37 Other	1	8	16	0	1
38 Metroscan (Brief Service)	11	2	9	0	11
<b>Totals</b>	<b>549</b>	<b>90</b>	<b>445</b>	<b>0</b>	<b>535</b>

**TYPE OF CALL**

39 Renters	281	53	225	0	281
40 Landlords	9	0	9	0	9
<b>Total</b>	<b>290</b>	<b>53</b>	<b>234</b>	<b>0</b>	<b>290</b>

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**Tenant/Landlord Assistance Report**

City Council District 2 - Robert Kerth  
For Zip Code: 95815

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	2	2	0	0	
2 3-Day Pay or Quit	19	19	0	0	
3 3-Day Perform or Quit	5	5	0	0	
4 30-Day Notice	24	24	0	0	
5 Abandonment	3	3	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	10	10	0	0	
9 Credit Checks	2	2	0	0	
10 Deposit (Pet, Security, etc.)	15	15	0	0	
11 Discrimination/Referral	8	8	0	0	
12 Eviction (U.D.) Process	17	17	0	0	
13 Foreclosure	4	4	0	0	
14 Habitability	41	41	0	0	
15 Harassment	6	6	0	0	
16 Late Charge	0	0	0	0	
17 Lease	8	8	0	0	
18 Lock-out/Utility Cut-off	2	2	0	0	
19 Mobile Home	4	4	0	0	
20 Neighbourhood Problems	1	1	0	0	
21 Notice to Vacate	9	9	0	0	
22 Nuisance	2	2	0	0	
23 Occupancy Standards	1	1	0	0	
24 Pets	2	2	0	0	
25 Privacy/Landlord Entry	7	7	0	0	
26 Quiet Enjoyment/Possession	17	17	0	0	
27 Relocation Assistance	1	1	0	0	
28 Rent Withholding	3	3	0	0	
29 Repairs	35	35	0	0	
30 Retaliation	10	10	0	0	
31 Roommates	5	5	0	0	
32 Section 8/Subsidized Housing	4	4	0	0	
33 Tenant-initiated 30-Day Notice	4	4	0	0	
34 T/L Handbook	9	9	0	0	
35 Translation	1	1	0	0	
36 Referral	11	11	0	0	
37 Other	17	17	0	0	
38 Metroscan (Brief Service)	10	10	0	0	Total
<b>Totals</b>	<b>319</b>	<b>319</b>	<b>0</b>	<b>0</b>	<b>319</b>

**TYPE OF CALL.**

39 Renters	163	163	0	0	
40 Landlords	14	14	0	0	Total
<b>Total</b>	<b>177</b>	<b>177</b>	<b>0</b>	<b>0</b>	<b>177</b>

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**Tenant/Landlord Assistance Report**

City Council District 2 - Robert Kerth  
For Zip Code: 95838

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	0	0	0	0	
2 3-Day Pay or Quit	9	8	1	0	
3 3-Day Perform or Quit	6	6	0	0	
4 30-Day Notice	26	25	1	0	
5 Abandonment	0	0	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	5	5	0	0	
9 Credit Checks	0	0	0	0	
10 Deposit (Pet, Security, etc.)	18	17	1	0	
11 Discrimination/Referral	4	3	1	0	
12 Eviction (U.D.) Process	14	14	0	0	
13 Foreclosure	4	4	0	0	
14 Habitability	46	45	1	0	
15 Harassment	4	4	0	0	
16 Late Charge	0	0	0	0	
17 Lease	7	7	0	0	
18 Lock-out/Utility Cut-off	2	2	0	0	
19 Mobile Home	4	4	0	0	
20 Neighbourhood Problems	1	1	0	0	
21 Notice to Vacate	3	3	0	0	
22 Nuisance	2	2	0	0	
23 Occupancy Standards	2	2	0	0	
24 Pets	0	0	0	0	
25 Privacy/Landlord Entry	6	6	0	0	
26 Quiet Enjoyment/Possession	15	15	0	0	
27 Relocation Assistance	3	3	0	0	
28 Rent Withholding	7	7	0	0	
29 Repairs	41	41	0	0	
30 Retaliation	9	9	0	0	
31 Roommates	6	6	0	0	
32 Section 8/Subsidized Housing	1	1	0	0	
33 Tenant-initiated 30-Day Notice	4	3	1	0	
34 T/L Handbook	14	13	1	0	
35 Translation	1	1	0	0	
36 Referral	10	9	1	0	
37 Other	19	19	0	0	
38 Metroscan (Brief Service)	15	15	0	0	Total
<b>Totals</b>	<b>308</b>	<b>300</b>	<b>8</b>	<b>0</b>	<b>308</b>

**TYPE OF CALL**

39 Renters	149	145	4	0	
40 Landlords	11	10	1	0	Total
<b>Total</b>	<b>160</b>	<b>155</b>	<b>5</b>	<b>0</b>	<b>160</b>

**HUMAN RIGHTS/FAIR HOUSING COMMISSION  
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**Tenant/Landlord Assistance Report**

City Council District 1 - Heather Fargo  
For Zip Code: 95814

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	2	2	0	0	
2 3-Day Pay or Quit	19	19	0	0	
3 3-Day Perform or Quit	1	1	0	0	
4 30-Day Notice	28	23	0	0	
5 Abandonment	5	5	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	1	1	0	0	
8 Change in Terms/Rent/Agent	19	19	0	0	
9 Credit Checks	10	10	0	0	
10 Deposit (Pet, Security, etc.)	44	44	0	0	
11 Discrimination/Referral	15	15	0	0	
12 Eviction (U.D.) Process	27	27	0	0	
13 Foreclosure	3	3	0	0	
14 Habitability	51	51	0	0	
15 Harassment	14	14	0	0	
16 Late Charge	0	0	0	0	
17 Lease	22	22	0	0	
18 Lock-out/Utility Cut-off	6	6	0	0	
19 Mobile Home	3	3	0	0	
20 Neighbourhood Problems	2	2	0	0	
21 Notice to Vacate	3	3	0	0	
22 Nuisance	2	2	0	0	
23 Occupancy Standards	3	3	0	0	
24 Pets	1	1	0	0	
25 Privacy/Landlord Entry	10	10	0	0	
26 Quiet Enjoyment/Possession	31	31	0	0	
27 Relocation Assistance	4	4	0	0	
28 Rent Withholding	7	7	0	0	
29 Repairs	52	52	0	0	
30 Retaliation	10	10	0	0	
31 Roommates	5	5	0	0	
32 Section 8/Subsidized Housing	13	13	0	0	
33 Tenant-initiated 30-Day Notice	9	9	0	0	
34 T/L Handbook	20	20	0	0	
35 Translation	2	2	0	0	
36 Referral	18	13	0	0	
37 Other	35	33	0	0	
38 Metroscan (Brief Service)	8	8	0	0	Total
<b>Totals</b>	<b>505</b>	<b>505</b>	<b>0</b>	<b>0</b>	<b>505</b>

**TYPE OF CALL**

39 Renters	288	233	0	0	
40 Landlords	14	13	0	0	Total
<b>Total</b>	<b>302</b>	<b>302</b>	<b>0</b>	<b>0</b>	<b>302</b>

**HUMAN RIGHTS/FAIR HOUSING COMMISSION  
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**Tenant/Landlord Assistance Report**

City Council District 1 - Heather Fargo  
For Zip Code: 95833

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	1	1	0	0	
2 3-Day Pay or Quit	7	7	0	0	
3 3-Day Perform or Quit	3	3	0	0	
4 30-Day Notice	29	23	1	0	
5 Abandonment	4	4	0	0	
6 AFDC Referral	1	1	0	0	
7 Call-Back (no contact)	3	3	0	0	
8 Change in Terms/Rent/Agent	16	16	0	0	
9 Credit Checks	2	2	0	0	
10 Deposit (Pet, Security, etc.)	39	37	2	0	
11 Discrimination/Referral	6	6	0	0	
12 Eviction (U.D.) Process	21	21	0	0	
13 Foreclosure	2	2	0	0	
14 Habitability	30	27	3	0	
15 Harassment	3	3	0	0	
16 Late Charge	2	2	0	0	
17 Lease	14	14	0	0	
18 Lock-out/Utility Cut-off	4	3	1	0	
19 Mobile Home	3	1	2	0	
20 Neighbourhood Problems	2	2	0	0	
21 Notice to Vacate	4	4	0	0	
22 Nuisance	0	0	0	0	
23 Occupancy Standards	1	1	0	0	
24 Pets	2	2	0	0	
25 Privacy/Landlord Entry	4	4	0	0	
26 Quiet Enjoyment/Possession	15	15	0	0	
27 Relocation Assistance	1	1	0	0	
28 Rent Withholding	4	4	0	0	
29 Repairs	33	30	3	0	
30 Retaliation	8	7	1	0	
31 Roommates	6	6	0	0	
32 Section 8/Subsidized Housing	2	2	0	0	
33 Tenant-initiated 30-Day Notice	6	6	0	0	
34 T/L Handbook	10	10	0	0	
35 Translation	0	0	0	0	
36 Referral	8	8	0	0	
37 Other	16	15	1	0	
38 Metroscan (Brief Service)	5	5	0	0	Total
<b>Totals</b>	<b>317</b>	<b>303</b>	<b>14</b>	<b>0</b>	<b>317</b>

**TYPE OF CALL**

39 Renters	163	157	6	0	
40 Landlords	8	8	0	0	Total
<b>Total</b>	<b>171</b>	<b>165</b>	<b>6</b>	<b>0</b>	<b>171</b>

**HUMAN RIGHTS/FAIR HOUSING COMMISSION  
OF THE CITY AND COUNTY OF SACRAMENTO**

1112 - T Street, Suite 250  
Sacramento, California 95814  
Tel (916) 444-6903  
Fax (916) 444-6630

**Tenant/Landlord Assistance Report**

City Council District 1 - Heather Fargo  
For Zip Code: 95834

July 1, 1998 - February 28, 1999

Basis of Inquiry	Total	City	County	Other	
1 3-Day Quit	1	1	0	0	
2 3-Day Pay or Quit	5	5	0	0	
3 3-Day Perform or Quit	1	1	0	0	
4 30-Day Notice	11	10	1	0	
5 Abandonment	0	0	0	0	
6 AFDC Referral	0	0	0	0	
7 Call-Back (no contact)	0	0	0	0	
8 Change in Terms/Rent/Agent	4	3	1	0	
9 Credit Checks	1	1	0	0	
10 Deposit (Pet, Security, etc.)	10	10	0	0	
11 Discrimination/Referral	3	2	1	0	
12 Eviction (U.D.) Process	10	8	2	0	
13 Foreclosure	1	1	0	0	
14 Habitability	9	8	1	0	
15 Harassment	2	1	1	0	
16 Late Charge	0	0	0	0	
17 Lease	7	7	0	0	
18 Lock-out/Utility Cut-off	0	0	0	0	
19 Mobile Home	1	1	0	0	
20 Neighbourhood Problems	0	0	0	0	
21 Notice to Vacate	2	1	1	0	
22 Nuisance	0	0	0	0	
23 Occupancy Standards	0	0	0	0	
24 Pets	0	0	0	0	
25 Privacy/Landlord Entry	2	2	0	0	
26 Quiet Enjoyment/Possession	12	11	1	0	
27 Relocation Assistance	1	1	0	0	
28 Rent Withholding	0	0	0	0	
29 Repairs	12	11	1	0	
30 Retaliation	6	3	3	0	
31 Roommates	0	0	0	0	
32 Section 8/Subsidized Housing	0	0	0	0	
33 Tenant-initiated 30-Day Notice	2	1	1	0	
34 T/L Handbook	5	2	3	0	
35 Translation	0	0	0	0	
36 Referral	1	1	0	0	
37 Other	3	3	0	0	
38 Metroscan (Brief Service)	0	2	1	0	Total
<b>Totals</b>	<b>112</b>	<b>97</b>	<b>18</b>	<b>0</b>	<b>115</b>

**TYPE OF CALL**

39 Renters	54	49	5	0	
40 Landlords	2	2	0	0	Total
<b>Total</b>	<b>56</b>	<b>51</b>	<b>5</b>	<b>0</b>	<b>56</b>

**March 1999**  
**Unlawful Detainer Mediation Services**  
**Monthly Statistical Report - FY 1998-99**

**Day-of-Trial Mediations**

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
Pro Per Cases	35	36	32	35	17	27	12	26	33				253
Attorney Cases	169	189	139	118	143	138	99	119	119				1,233
<b>Total Contested Cases</b>	<b>204</b>	<b>225</b>	<b>171</b>	<b>153</b>	<b>160</b>	<b>165</b>	<b>111</b>	<b>145</b>	<b>152</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1,486</b>

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
Successful Mediations	15	15	15	15	5	11	7	15	16				114
% Successful	79%	79%	79%	68%	71%	73%	88%	88%	76%				78%
Total Mediations	19	19	19	22	7	15	8	17	21				147

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
Successful Pro Per Mediations	9	11	14	13	4	9	4	14	13				91
% Successful	69%	73%	78%	65%	67%	69%	80%	88%	72%				73%
Total Pro Per Mediations	13	15	18	20	6	13	5	16	18				124

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
Successful Atty. Mediations	6	4	1	2	1	2	3	1	3				23
% Successful	100%	100%	100%	100%	100%	100%	100%	100%	100%				100%
Total Attorney Mediations	6	4	1	2	1	2	3	1	3				23

**Pre-Trial Mediations**

	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	YTD
Pro Per Mediations	0	3	9	9	11	5	8	4	2				51
Attorney Mediations	0	3	4	7	6	1	2	0	1				24
Total Mediations	0	6	13	16	17	6	10	4	3				75

# Quarterly Summary and Year-To-Date Report

Small Claims Advisory Clinic  
Monthly Statistical Report - FY 1998-99

## 1st QUARTER July-September

	Plaintiff	Def.	Other
Total	4,920	801	550
%	78.5%	12.8%	8.8%

Phone	Walk-In	Appt.	Letter
3,903	2,369	15	1
62.2%	37.8%	0.2%	0.02%

**TOTAL # OF CONTACTS**

**6,271**

**DAILY AVERAGE**

**98.0**

## 2nd QUARTER October-December

	Plaintiff	Def.	Other
Total	4,602	892	687
%	74.5%	14.4%	11.1%

Phone	Walk-In	Appt.	Letter
3,291	2,756	13	11
53.2%	44.6%	0.2%	0.2%

**TOTAL # OF CONTACTS**

**6,181**

**DAILY AVERAGE**

**104.8**

## 3rd QUARTER January-March

	Plaintiff	Def.	Other
Total	4,198	1,104	916
%	67.5%	17.8%	14.7%

Phone	Walk-In	Appt.	Letter
3,388	2,831	2	5
54.5%	45.5%	0.0%	0.1%

**TOTAL # OF CONTACTS**

**6,218**

**DAILY AVERAGE**

**101.9**

## Year-To-Date Totals

	Plaintiff	Def.	Other
Total	13,720	2,797	2,153
%	73.5%	15.0%	11.5%

Phone	Walk-In	Appt.	Letter
10,582	7,956	30	17
56.7%	42.6%	0.2%	0.1%

**TOTAL # OF CONTACTS**

**18,670**

**DAILY AVERAGE**

**101.6**



## Brief Services and Complaint Intake Program Year-To-Date Statistical Report - Fiscal Year 1998-99

<b>Housing Discrimination</b>													
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
City	2	3	4	1	1	0	2	2	2				17
County	2	5	8	0	1	1	1	1	0				19
Out of County	0	0	1	0	0	0	0	0	0				1
<b>Total</b>	<b>4</b>	<b>8</b>	<b>13</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>3</b>	<b>3</b>	<b>2</b>				<b>37</b>

<b>Employment Discrimination</b>													
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
City	1	1	0	2	2	0	0	0	1				7
County	2	1	0	0	0	0	0	0	0				3
<b>Total</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>				<b>10</b>

<b>Public Accomodations Discrimination</b>													
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
County	0	1	0	0	0	0	0	1	0				2
Out of County	0	0	0	0	0	0	0	0	1				1
<b>Total</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>				<b>3</b>

<b>Habitability/Code Enforcement</b>													
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
City	0	1	0	0	1	2	0	2	0				6
County	0	1	0	0	0	3	8	4	0				16
Not Available	0	0	0	0	0	2	0	0					2
<b>Total</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>7</b>	<b>8</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>

<b>Brief Services</b>													
	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	YTD
City	36	31	3	5	16	30	30	31	43				225
County	66	50	9	7	17	35	26	37	53				300
Out of County	5	2	0	0	2	0	1	4	2				16
Not Available	1	2	0	1	3	7	4	1	2				21
<b>Total</b>	<b>108</b>	<b>85</b>	<b>12</b>	<b>13</b>	<b>38</b>	<b>72</b>	<b>61</b>	<b>73</b>	<b>100</b>				<b>562</b>



There are thousands of types of molds and many produce mycotoxins, which can adversely effect the health of human beings and animals. Those molds which we are hearing the most about:

*Aspergillus; Penicillum; Fusarium, Chaetomium and Stachybotrys chartarum.*

Stachybotrys has been called the 'toxic' mold and is normally not found in the air due to its wet, slimy growth characteristics. It is found inside of walls where it feeds on cellulose-based materials such as gypsum wall board, jute backing of carpets, paper, wood or dust. Mold is a natural part of our environment and to be ecologically balanced we depend upon mold for a variety of things including the breaking down of dead organic materials and supplying us with the miracle of penicillin.

#### IF MOLD IS APPEARING WHAT STEPS SHOULD BE TAKEN?

Inform the owner/manager if you are a renter. In all cases increase the ventilation, this would include adding fans, opening windows and avoid the build up of moisture in bathrooms and kitchens whenever possible; don't overwater house plants; clothes dryers should be vented outside; do not use humidifiers unless absolutely necessary; don't dry wet clothes inside. Clean and disinfect the affected areas.

If your home is mold infested what can you save and what should you toss? This is for the expert to decide. There will be situations where very little needs to be done

other than cleaning the area, repairing any plumbing or building defects and this might be done while the occupants remain living in the dwelling or working in their offices.

In severe mold infestation it may require the occupants to leave while the necessary repairs are made. Prior to making the repairs a qualified restoration company should inspect the contents of the premises to determine what can be cleaned satisfactorily and what must be destroyed and replaced. The property owner has the duty of care of his/her residents and that duty is not transferable to another party. For instance if the damage is created by a faulty repair, such as roofing, the owner will pursue legal restitution through the roofing company for damages. In the meanwhile the owner must address the needs of the residents.

#### WHO CAN YOU CALL FOR HELP?

Sacramento City (916) 264-5404  
Sacramento County (916) 875-5656  
City of Citrus Heights (916) 725-2845

#### The Human Rights/Fair Housing Commission of the City and County of Sacramento

You may file a complaint with the Human Rights/Fair Housing Commission either by phone (916) 444-0178 or at the Commission office, 1112 I Street, #250, Sacramento, CA.

Appointments are available Tuesday and Friday between 1:00 p.m. and 4:p.m. Please call (916) 444-6903, ext. 120 to schedule an appointment.

# MOLD

*"If you can see or smell  
mold you can assume you  
have a problem "  
..California Department  
of Health Services*



This information is provided by the Human Rights/Fair Housing Commission of the City and the County of Sacramento (916) 444-6903

## **EACH DAY WE LEARN MORE ABOUT THE EFFECTS OF MOLD IN OUR LIVING ENVIRONMENT.**

### **WHY IS IT SUDDENLY SUCH AN ISSUE?**

Even though we are reading, seeing and hearing a great deal about mold, it is not a new issue. California, and particularly Sacramento, has experienced floods and heavy rains for the past two or three years. The constant moisture is taking its toll on many of our structures.

No building is immune from having mold contamination if it has had water intrusion over a period of time. This can be the result of cracks in the walls & foundations, leaks around window framing, roof leaks, pipe leaks, toilet seals cracked, tub caulking cracked or improperly installed, poorly designed landscaping drainage etc. The opportunities for water intrusion are endless in any building structure and can sometimes go unnoticed for years.

### **WHAT DO YOU LOOK FOR?**

Most water intrusion will be visible at some point. It could be staining on the ceiling or walls. It could be unusual dampness in the carpets. There could be the repeated appearance of mold/mildew even if removed with normal remedies such as bleach. There will be a musty smell. "If you can see or smell mold you have a problem."

### **WHAT DO YOU DO IF YOU ARE A RENTER?**

As soon as you notice any signs of excessive moisture or leaking you notify your owner/manager in writing of the problem. Like any other habitability issue it is the responsibility of the owner to correct the problem. Do not wait until it is so severe that it has become a health issue for you and other members of your household. If the owner/manager is not responsive, report it to the County or City code enforcement offices. Their numbers are on the back of this brochure. Do not confuse the occasional mold which will appear from time to time on a bathroom wall with the type of mold which will cover a wall or a closet or grow in a carpet.

### **WHAT DO YOU DO IF YOU ARE AN OWNER?**

On each turnover of a rental do a thorough inspection for any possible water leakage. There will be telltale signs of water intrusion. If it appears to be extensive hire a certified remediation consultant to find the source and correct the problem. Do not ignore notices your residents may have given you about the problem. Act promptly and save yourself future liability claims.

### **HOW DO YOU KNOW WHAT TYPE OF MOLD IT IS? WHAT IS THE POTENTIAL AFFECT IT MIGHT HAVE ON PEOPLE?**

The average person cannot tell the type of mold nor can they tell whether it is potentially dangerous. However, any mold in large quantities is not healthy and can cause health problems. Particularly, for the elderly, the young and those who have an

existing health problem which weakens their resistance. To determine the type of mold and needed remediation requires the use of those individuals or companies who are trained to do the proper testing and evaluations. This is a relatively new field and caution should be exercised as to who is selected. It would be the responsibility of the owner of the property to do the testing if it were necessary.

### **WHAT ARE COMMON SIGNS OF MOLD ILLNESSES?**

Health effects of mold exposure are so similar to other common health problems that they are not easy to diagnose. They include but are not limited to the following: skin irritation, nasal discharge, nosebleeds, irritated eyes, sore throat, respiratory disease, chronic fatigue, low grade fever, flu-like symptoms, joint and chest pains etc. It is easy to understand why a physician might not pick up on any of these problems being related to mold.

However, when a person has been living with mold conditions they should be certain to inform their medical professional about this. If there has been testing done the results will indicate the type of mold which will help in the treatment.

### **WHAT IS MOLD?**

Mold and mildew are living organisms known as fungi. It is found indoors and outdoors, on plants, in foods, dry leaves, and any other organic materials. The spores are tiny and can travel quickly through the air.

## **FREQUENTLY ASKED QUESTIONS**

**Q -** Do I have to mediate if I don't want to?

**A -** No. Mediation only takes place if BOTH parties agree to it.

---

**Q -** Is there any cost for mediation?

**A -** No. Mediation services are free.

---

**Q -** Once I agree to mediation, am I stuck with it or can I change my mind and go to trial?

**A -** If you feel that the mediation is not meeting your expectations, you may decide to have a trial. Just tell the mediator and s/he will return your case to the court.

---

**Q -** If the amount that I owe is large, how long can I stretch out payments? And how big does each payment have to be?

**A -** You and the landlord will determine an acceptable payment plan in the mediation. There is no standard schedule of payments.

---

**Q -** If I cannot make an agreed-upon payment on time, what should I do?

**A -** You must make ALL payments on time; if you fail to make a payment on time, you are in violation of the agreement/court order you have signed. The landlord could enforce the order of the court and could get a judgment against you, which may appear on your credit record. The only way to delay a payment is with the landlord's consent. It is unlikely, however, that s/he will grant this, as this was why s/he took you to court.

## **MORE QUESTIONS ...**

**Q -** Will the Unlawful Detainer be reported on my credit record?

**A -** There is a 60-day period of silence placed on all UD cases. Even if a judgment is entered, it will not show on a credit report for 60 days. The court does not actively report these results, but a credit agency may retrieve the information from the court. The fact that an Unlawful Detainer was filed may also be recorded, whether you win, lose, or mediate your case.

---

**Q -** What are the maximum attorney's fees that I can be required to pay if I (tenant) lose my case?

**A -** The court will only grant attorney's fees to the plaintiff in the event that a clause appears in a written rental agreement/lease that states that attorneys fees are recoverable. In a default action, \$200 is allowed; in an uncontested case, \$300; in a contested case, \$425.

---

## **OTHER ISSUES ...**

If you have a question related to landlord-tenant issues prior to your trial date, call the Tenant/Landlord Information Line of the Human Rights/Fair Housing Commission at (916) 444-0178, Monday - Friday, from 9-12 and 1-4 p.m. You may also call this number to request a Tenant/Landlord Handbook, which details the rights and responsibilities of landlords and tenants under California Law. It answers many commonly asked questions and explains the law in an easy-to-read fashion.

*a brief guide to*

# Understanding Mediation Services

*for*

# Unlawful Detainer Proceedings

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*services provided by*

*the  
Human Rights/  
Fair Housing Commission  
of the City and County of Sacramento*

*under  
Superior and Municipal Courts  
of Sacramento County*

---

## What is mediation?

Mediation is a process by which a *mediator* helps parties to settle a dispute. On the day of your trial, before your case is assigned to a court room, a *court clerk* will take roll and ask both parties - the *plaintiff* (landlord) and the *defendant* (tenant) - if they would like mediation to resolve the dispute. If you are not asked, you may indicate to the clerk that you wish to mediate your case. **Both** parties must agree to the mediation before it will be assigned to a mediator who is trained in landlord-tenant law. During the mediation, both sides have a chance to tell their side of the story. Formal court rules do not apply. Many things that cannot be said or presented court may be expressed in mediation, provided that it relates to the dispute.

Mediation helps both sides to understand the issues and the law better in their case. The tenant and landlord are the people who create the solution to which they both agree. In other words, *you* work to decide the outcome of *your* case. The mediator is present only to guide you through the discussion, explaining the law when necessary and keeping both parties on track. The mediator will then write out an agreement, if one is reached, for a commissioner (judge) to sign. The agreement will then be read aloud in court, and the judge will ask both parties - the landlord and the tenant - if this is the agreement they have reached. When both parties say "yes", the judge will sign it and the agreement becomes an "order" which will be entered into the court record. A mediated agreement is an enforceable court order, and both parties are bound by what has been written in it.

Mediation is also available before the day of trial by calling (916) 875-7843. This number is to make appointments for mediation services *only*. If you have a question about tenant-landlord issues/rights, call the Tenant/Landlord Information Line at (916) 444-0178, Monday - Friday, from 9-12 and 1-4 p.m.

## How does mediation work?

Mediation is not a court trial. As such, witnesses are not needed. The process is designed to allow landlords and tenants to make their own decisions and create their own agreements.

It is important to remember that the mediator is not a judge and that s/he is not there to push one viewpoint over another. The mediator is a neutral individual who listens to each side of the story from both parties. The mediator asks both parties to make *proposals* of what it is they want. When one party makes a proposal, the other may do one of the following:

- 1) agree to the proposal,
- 2) reject the proposal entirely,
- 3) agree to part of the proposal,
- 4) offer a counter-proposal.

The mediator is present to keep track of the proposals, to help the parties communicate constructively, and to act as a go-between so both parties can stay focused on the issues involved in the dispute. You will make the mediation move forward more quickly and easily if you stick to the facts and avoid talking about unrelated issues.

## Some important concepts ...

**Default Judgment:** if the tenant does not file a "response" (i.e. answer) or show up for the court hearing, the landlord can ask for a default, or automatic, judgment. If the default is granted, the tenant loses the case.

**Judgment:** If there is a trial, a decision is normally made by the judge either in favor of the landlord or the tenant. If the judge rules for the landlord, then it is possible that this judgment will appear on the tenant's record for up to seven years. Also, if the tenant does not comply with all terms of a mediated agreement, then the landlord can file for a judgment with the Unlawful Detainer clerk for the money owed and request a Writ of Possession, a document issued by the court. The Writ can be used by the landlord to have the Sheriff remove a tenant and allow him/her to regain possession legally of the property.

## Why should I mediate?

Mediation is considered a beneficial alternative for landlords and tenants alike for two main reasons:

- 1) **YOU** decide the outcome of your own case, not a judge;
- 2) you can discuss many issues that will not be admitted in court.

For **TENANTS** it is particularly beneficial, because:

- ❖ settling your case can keep a judgment from being entered against you and damaging your credit record;
- ❖ negotiating a payment plan may mean that you will be able to pay what you *can* over a reasonable time period, rather than having to pay all at once;
- ❖ you may be able to arrange a move-out date that is convenient for you.

For **LANDLORDS** it is also beneficial, because:

- ❖ attorney's fees and court costs can be negotiated without a separate motion;
- ❖ negotiated agreements and payment plans make it more likely that you will get what is owed to you.

It is beneficial for **BOTH** parties, because, unlike in a formal trial:

- ❖ you will have the opportunity to ask questions about your rights and responsibilities and about the law;
- ❖ you can propose solutions that work for you and reject proposals that no do NOT work for you, until you find a solution that is agreeable and manageable.

---

### **- REMEMBER -**

Mediation is voluntary and there is no cost to either party. If at any time you are dissatisfied with the way mediation is going, you can decide to end the process and go to trial.

# options for victims of employment discrimination

**INDIVIDUALS WHO BELIEVE THEY HAVE BEEN SUBJECTED TO EMPLOYMENT DISCRIMINATION HAVE SEVERAL OPTIONS:**

Residents of the City and County of Sacramento can file a complaint with the **Human Rights/Fair Housing Commission**.

The Commission will attempt to resolve complaints through mediation.

Individuals can also file complaints with the California **Department of Fair Employment and Housing**, the State Labor Commissioner's **Office for Sexual Orientation Discrimination**, or the United States **Equal Employment Opportunity Commission**.

These government agencies investigate complaints. If they find that the discrimination complaint has merit, they can take actions against an employer to enforce the law and recover damages.

In addition, individuals who believe they are victims of discrimination can seek a **private attorney** to help them bring a lawsuit against the employer.

# how the law is enforced

Employees and/or job applicants must file a complaint of **EMPLOYMENT DISCRIMINATION** within **1 year\*** of the occurrence with the following organizations:

The **Human Rights/Fair Housing Commission**  
916.444.6903

The Commission will document the complaint and assist in possible mediation of the complaint between the company, the complainant, and the alleged discriminator.

JURISDICTION: City and County of Sacramento.

The **Department of Fair Employment and Housing** 800.884.1684

DFEH will investigate the matter, and if discrimination is evident and settlement fails, DFEH will file a formal accusation against the employer and alleged discriminator. Possible civil penalties up to \$50,000 may be levied against the employer and/or harasser.

Employees and/or job applicants may file a complaint of **EMPLOYMENT DISCRIMINATION** within **300 days** of occurrence with:

The **Equal Employment Opportunity Commission**  
800.669.4000

EEOC will investigate the complaint and if discrimination is evident, EEOC will file a formal charge against the employer and alleged discriminator.

(\*EEOC complaints must be filed within 300 days.)

BROCHURE REVISED AUGUST 1998



published by  
**THE HUMAN RIGHTS/FAIR HOUSING COMMISSION**  
of the City and County of Sacramento



1112 I STREET, SUITE 250  
SACRAMENTO, CA 95814  
TEL 916.444.6903  
FAX 916.444.6630

## what is **employment discrimination**?

### **EMPLOYMENT DISCRIMINATION**

is action taken against an individual due to that individual's membership in a protected class.

### **Protected classes** include:

race, color, religion, gender, age, ancestry, national origin, physical/mental disability, marital status

### **Some actions** which may be discriminatory include:

firing, not hiring, denial of promotion, or other adverse employment action.

When such actions are taken based on an individual's membership in a protected class, discrimination has occurred.

In addition, company policies which have a negative impact upon people because of their membership in a protected class may be discriminatory.

## federal, state & local laws which govern **employment discrimination**:

There are many laws which make **EMPLOYMENT DISCRIMINATION** illegal. Some of these laws have been passed by the U.S. Government and others have been passed by the State of California.

### FEDERAL LAWS WHICH ADDRESS **EMPLOYMENT DISCRIMINATION**:

**Title VII of the Civil Rights Act of 1964:** Outlaws employment discrimination on the basis of race, national origin, sex, color, or religion.

**Age Discrimination in Employment Act:** Outlaws employment discrimination on the basis of age.

**Americans with Disabilities Act:** Outlaws employment discrimination on the basis of physical or mental disability.

**Title VI of the Civil Rights Act of 1964:** Outlaws employment discrimination on the basis of race, color, and national ancestry in any program funded by the US government.

**Immigration Reform and Control Act:** Outlaws employment discrimination against an individual who is a citizen or national of the US or is a lawfully admitted alien on the basis of alienage or citizenship status.

**Equal Pay Act of 1963:** Outlaws paying individuals lower wages because of gender.

### CALIFORNIA LAWS WHICH ADDRESS **EMPLOYMENT DISCRIMINATION**:

**Fair Employment and Housing Act:** Outlaws discrimination on the basis of race, color, national origin, gender, age, religion, ancestry, marital status, physical or mental disability, and medical condition. This act also regulates the questions an employer can ask in an employment application or interview.

**Government Code §11135:** Outlaws employment discrimination on the basis of ethnic group identification, religion, age, gender, color, or physical or mental disability in any program funded by the State of California.

**Labor Code §1101, 1102, and 1102.1:** Outlaws discrimination on the basis of sexual orientation.

**California Equal Pay Act:** Outlaws paying individuals lower wages because of gender.

### CITY OF SACRAMENTO ORDINANCES WHICH ADDRESS **EMPLOYMENT DISCRIMINATION**:

The City of Sacramento has two ordinances which address **EMPLOYMENT DISCRIMINATION**, one which outlaws employment discrimination on the basis of sexual orientation and another which outlaws employment discrimination on the basis of HIV+ status.



## preventing **sexual harassment**

The most powerful tool in preventing sexual harassment is the establishment of a program aimed at training both employees and managers on identifying and eliminating harassment. In addition, having a program to address this issue may reduce or limit damages should harassment occur.

### **Have in place a formal complaint procedure**

An employer is responsible for taking immediate action in investigating and stopping the harassment when he/she knows or should have known it was happening. The complaint process should include:

Informing the employee of his/her rights and responsibilities.

Investigation of the matter must be complete and immediate. Once the results of the investigation have been determined, both the complainant and harasser should be informed of the outcome.

If the harassment has been found to exist, prompt and appropriate remedial action should be taken against the harasser. Steps should be taken to prevent any further harassment. Finally, steps should be taken to remedy any complainant loss.

## **training** employees & managers

Employees should be given literature which states the company's sexual harassment policy and steps to take should harassment occur.

Employees should be informed of possible sanctions which may occur if this policy is violated.

Supervisors should be informed of their responsibility in preventing and investigating complaints of harassment.

### **How the law is enforced**

Employees and/or job applicants must file a complaint of sexual harassment within one year of the occurrence with the following organizations:

**The Human Rights/Fair Housing Commission**  
916.444.6903

The Commission will document the complaint and assist in possible mediation of the complaint between the company, the complainant, and the alleged discriminator.

JURISDICTION: City and County of Sacramento.

**The Department of Fair Employment and Housing** 1.800.884.1684

DFEH will investigate the matter, and if harassment is evident and settlement fails, DFEH will file a formal accusation against the employer and alleged harasser. Possible civil penalties up to \$50,000 may be levied against the employer and/or harasser.

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A RESOURCE BOOKLET ON

# SEXUAL HARASSMENT

published by  
**THE HUMAN RIGHTS/FAIR HOUSING COMMISSION**  
of the City and County of Sacramento



1112 I STREET, SUITE 250  
SACRAMENTO, CA 95814  
TEL 916.444.6903  
FAX 916.444.6630

## what is sexual harassment?

**SEXUAL HARASSMENT** can be broadly defined as abusive treatment, sexual advances and /or other conduct of a sexual nature by a person or persons which would not occur but for the victim's sex. Sexual harassment can occur in many different environments, including employment, housing, and the classroom. The right to be free of sexual harassment is protected by local, state, and federal laws.

Sexual harassment in employment can violate the provisions of Governmental Code Sections 12940 (a), (h) and (i) of the Fair Employment and Housing Act.

### **Sexual Harassment can be:**

- The offer of benefits in exchange for sexual favors
- Threats or reprisals after a negative response to sexual advances
- Unwanted sexual attention or propositions
- Unwelcome, repeated requests for dates
- Touching or blocking movements
- Sexual jokes or innuendo
- Suggestive sounds, looks or gestures
- Personal comments or questions
- Sexually suggestive objects, pictures or written material

## what can you do?

### **Make it clear to the harasser that the behavior is unwelcome!**

- **VERBAL:** tell the harasser what offended you and that you will not tolerate similar behavior in the future.
- **WRITTEN:** send a letter informing the harasser that if the behavior doesn't stop, you will take further action. Keep a copy of the letter.
- **DOCUMENT ALL INCIDENTS:** keep a record of times, dates, places, witnesses and the nature of the harassment.
- **KEEP DUPLICATES** of these documents in a safe place.
- **RECORD DOCTOR VISITS** or absences brought on by stress due to the harassment.

### **Get some support!**

- Discuss the harassment with a friend, co-worker, family member or someone who can later verify that you complained of the incident(s).

## take action

- Notify your supervisor, if possible. Find out what your employer's policy is regarding sexual harassment. File a complaint with your employer.
- File a complaint with a government agency.
- Seek legal advice.
- Take action promptly. There are laws and administrative regulations which limit the time during which you may file a complaint.

## employer obligations & liability

Employers must prevent discrimination and harassment from occurring by taking all reasonable steps possible.

Employers must maintain a workplace which is free from sexual harassment by ensuring that employees are informed of their rights. This includes placing a poster in a prominent site on discrimination and harassment, and distributing to all employees statements on the company's sexual harassment policy.

Employers must take immediate action on complaints made on the basis of harassment. Employers may be liable even if they are unaware of possible incidents. Any manager who is knowledgeable of such harassment and fails to take action against it may be held personally liable.