



Project Sentinel

Dispute Resolutions Programs

Tenant Landlord Department.



About Project Sentinel

- We are a non-profit organization
- We are non-partisan; we advise and assist *both* Landlords and Tenants
- **DEPARTMENTS:**
- Dispute Resolution- Counseling & Mediation
- Housing Counseling-Foreclosure prevention, mortgage delinquency, and default counseling, reverse mortgage counseling, financial and credit counseling
- Fair Housing/ Housing Discrimination



Our Mission

We develop and promote fairness and equality of housing opportunities for all persons and advocate peaceful resolution of disputes for community welfare and harmony.



Tenant – Landlord Dept.

- Educates residents and housing providers on their rights and responsibilities in a neutral fashion
- Provides conciliation and mediation
- Case Management; Information and referrals
- Administers county mediation and rent stabilization programs; day of court mediation program (Santa Clara and Stanislaus County)
- Does not provide legal advice or advocacy
- Information on this presentation is for informational purposes only



Mediation and Conciliation at Project Sentinel

Mediation – third party neutral does not make suggestions but rather facilitates a safe space for the parties to talk through their differences.

Conciliation – third party neutral is active in the negotiation process and provides neutral counseling and education on the subject matter.



State Tenant Protections – AB1482

AB1482 went into effect January 1, 2020.

There are four main components to AB1482. Complex is over 15 years of being built, tenant's must have lived in the unit for 1 year or more, not a voucher holder, 3+ units or duplexes that are not owner occupied. Single Family Homes (SFH) are covered if they have corporate ownership or if there are more than three residents residing on the property.



What does AB1482 do?

Restricts rent increases in a 12 month period to no more than 5% plus the percentage change in the cost of living Consumer Price Index (CPI)

Eff. 8/1/2022 – 10% (5%+5%)

Note: For rent increases that take effect on or after Aug. 1, 2022, due to inflation, all of the applicable CPIs are 5% or greater. This means the that 10% cap from AB 1482 may apply.



What does AB1482 do? cont..

- Requires for housing providers to provide a just cause reason when terminating a tenancy AND address the relocation.
- If a tenant receives a *No-Fault termination notice*, that is, a written 30/60/90 days' notice where the tenant is being asked to move out for a reason that is not the tenant's fault, relocation assistance is required.
- *Relocation Assistance* (if applicable): Requires for a landlord to provide one months rent as relocation to the tenants by either waiving the last months rent and addressing it in the termination itself or providing the tenant with a check within 15 days of serving a termination notice.



What does AB1482 do? cont..

Noticing Requirements – Housing providers are required to notify their tenant(s) if they are covered under AB1482 or exempt. This can be done in one of two ways - by adding an addendum or for new tenancies, it should now be included in rental agreements.



NEW CALIFORNIA RENTAL HOUSING LAWS! RENT CAPS, JUST CAUSE AND OTHER LAWS EFFECTIVE STATEWIDE 8/1/2022

RENT CAP BASICS:

(Civil Code 1947.12)

1. In a 12-month period, total rent increases cannot exceed 5% plus the change in cost of living* (CPI), or 10%, whichever is lower. *This is the Rent Cap.*
2. Maximum of 2 rent increases in any 12 month period (the total of which cannot exceed the Rent Cap).

* Change in cost of living / CPI

The law defines the cost of living as "the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index ("CPI") for the region where the residential real property is located... If a regional index is not available, the California CPI, as determined by the Department of Industrial Relations, shall apply." *Civ. Code § 1947.12(g)(2)*

- For San Mateo, Alameda, Contra Costa and Marin Counties - **10% (5% + 5.0%)**

- All other Northern California counties:
10% (5% + 7.7%)



California Codes available at: leginfo.ca.gov/faces/codes.xhtml

OTHER HOUSING LAWS EFFECTIVE 1/1/2020:

1. Where permitted, rent increases over 10% require 90 days' written notice (formerly 60 days). (Civil Code 827)
2. Discrimination based on Section 8 and other rental assistance prohibited. (Landlords are required to accept Section 8 vouchers and other forms of assistance) (Government Code 12955)

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JUST CAUSE RULES NEXT PAGE

3. Housing units where rent cap does NOT apply:

- Dorms
- Government subsidized or below-market housing where rent is set based on income-level
- Units that are covered by a local law with stricter limits on rent (i.e. units covered by a city's rent stabilization law)
- Units in structures built less than 15 years ago.
- Unit in duplex where owner resides in one unit
- Single family home or condos with no corporate ownership. *Landlord must provide notice of this exemption, otherwise rent cap applies!*

JUST CAUSE BASICS:

(Civil Code 1946.2)

1. "Just cause for eviction" means Landlords must specify a valid reason to evict or terminate a tenancy.
2. Just cause protections apply only after 12 months of tenancy or 24 months if new tenant added.
3. "At-fault" termination v. "No-fault" termination
 - a. "At-fault" causes for termination/eviction:

(i) Failure to pay rent	(vii) Refusal to renew same lease terms
(ii) Nuisance	(viii) Breach of material lease term (if not cured after notice or uncureable)
(iii) Damage to Property	(ix) Lease violation re: subletting (if not cured after notice)
(iv) Criminal activity	(x) Employee termination from employee housing
(v) Using the unit for an unlawful purpose	(xi) Failure to move out after tenant gives notice (after 3 days' notice)
(vi) Refusal to allow lawful landlord entry	
 - b. "No fault" causes for termination/eviction:
 - (i) Owner or family member intends to occupy the unit
 - (ii) Withdrawal of unit from rental market (Ellis Act)
 - (iii) Government orders to vacate (e.g. habitability issues)
 - (vi) Intent to demolish or substantially remodel unit, with permits
4. If "no-fault" of Tenant, Landlord MUST pay relocation.
 - a. Relocation payment is equal to one month's rent.
 - b. Payment must be made within 15 days of the no-fault termination notice.
 - c. A landlord can waive the last month's rent in writing in lieu of a relocation payment.
 - d. If tenant receives a relocation payment but does not vacate, the owner can recover the payment in an eviction lawsuit.
5. Noticing requirements
 - a. Landlords *must* give tenants written notice of being covered by just cause and rent cap rules.
 - b. Landlords *must* give notice to tenants of single family homes or condos with no corporate ownership that they are not covered by just cause or rent cap rules. *If no notice, tenancy will not be exempt.*
 - c. For tenancies beginning or renewing on or after 7/1/2020, Notice must be an addendum to lease or a notice signed by the tenants (tenants receive copy of notice).

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Housing NOT COVERED by these Just Cause Rules:

- Short-term stay hotels, motels, hostels
- Dorms
- Care facilities, religious facilities, non-profit hospitals
- Government subsidized or below-market housing where rent is set based on income-level
- Units that are subject to a local just cause ordinance adopted before 9/1/2019
- Units in structures built < 15 years ago
- Single family home or condos with no corporate ownership (Notice of exemption required!)
- Owner-occupied properties where:
 - Tenant resides in other unit of duplex; or
 - Tenants share bathroom & kitchen facilities with owner; or
 - no more than two tenants (including ADUs) reside on single family property.

Have more questions? Call or visit our website.



Project Sentinel

(408) 720-9888 | www.housing.org

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Project Sentinel's Dispute Resolution Programs offer neutral counseling & mediation services, but not legal advice or legal representation. For legal services, please contact an attorney or a lawyer referral service.



AB1482 - Exempt Properties

Housing providers who serve a rent increase notice greater than 10% are required to provide a minimum of 90 days' written notice.



Noticing Language Requirements for **EXEMPT** Units under AB1482

- For tenancies in units that are **EXEMPT** from the Tenant Protection Act because the property meets the requirements detailed in Civil Code §§ 1947.12(d)(5) and 1946.2(e)(8). Specifically, this would be a “residential real property that is alienable separate from the title to any other dwelling unit” with no corporate ownership. *E.g. single-family home on its own parcel, condominium.*
- This language should be included in any lease entered into after July 1, 2020. For existing tenancies, a notice with this paragraph should be provided to the tenant.



Noticing Language Requirements for NON-EXEMPT units under AB1482 cont.

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- For tenancies existing prior to July 1, 2020, a notice with the language below must be given to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.
 - For tenancies beginning or being renewed on or after July 1, 2020, language below must be included as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.
 - - The notice or lease provision shall be in no less than 12-point type, in the language the original contract was negotiated in, and shall include the following:
 - *“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”*



Common Topics

- Rent increases
- Change of terms
- Lease breaks
- Termination notices
- Deposits
- Maintenance and repairs
- Habitability
- Neighbor to Neighbor
- Small Claims
- Lease violations
- Quiet Enjoyment
- Privacy



Written Notice Requirements

Housing providers are always required to provide written notices' when raising rents, changing the terms of a month-to-month tenancy and entering a tenant(s) unit.



Fixed term lease vs. month-to-month

- A fixed term lease is typically in writing and specifies the start and end dates of tenancy. A fixed term lease is a binding contract.
- Examples of Month-to-month tenancies:
 - verbal agreements
 - Written m-t-m agreements
 - Leases that have expired and have not been renewed
 - Tenant(s) who pay rent on a monthly basis
 - Housing providers can change the terms by providing proper written notice



What is a Termination Notice?

- A termination notice consists of either 30/60/90 days'
 - ✓ For tenancies of less than one year, housing providers provide 30 days' written notice
 - ✓ For tenancies of one year or more, housing providers provider 60 days' written notice; *Just cause may apply*
 - ✓ For tenants who are voucher holders; housing providers must provider written 90 days' notice and must provide a reason.
- It is a housing providers first step in asking a tenant to vacate
- Proper service: in writing served in person; or substitute service by posting a copy on the door and mailing an identical copy to the tenant



Change of Terms

Examples of Change of terms of tenancy are new rent amounts, adding or removing occupants from a lease agreement, parking, utilities and lease renewals.

Note: Housing providers have discretion on renewing a tenant(s) lease on a fixed-term basis or month-to-month; unless the property is covered under a rent control or local ordinance.



Habitability

Every tenant in California has the right to live in a habitable unit. Local Code Enforcement office or the Counties Environmental Health Services are good resources.

Common issues:

Mold, water leaks, pests, bed bugs, termites or roaches

Best Practices: Always notify the housing provider of maintenance issues, repairs needed or any defects in the unit. Keep things in writing and take pictures.

State Law

Housing Standards

Housing Standards Under State Law

Rental housing standards established by Civil Code §§ 1941.1–.3, the State Housing Law and its implementing regulations, and the Uniform Housing Code (UHC) include:

- A structure that is weatherproof and waterproof; there must be no holes or cracks through which wind can blow, rain can leak in, or rodents can enter (CC § 1941.1).
- A plumbing system in good working order (free of rust and leaks), connected to both the local water supply and sewage system or septic tank. The landlord is not responsible for low pressure, contamination, or other failures in the local water supply—the obligation is only to connect a working plumbing system to the water supply (CC § 1941.1).
- A hot water system capable of producing water of at least 110 degrees Fahrenheit (CC § 1941.1 and UHC).
- A heating system that was legal when installed (CC § 1941.1), and which is maintained in good working order and capable of heating every room to at least 70 degrees Fahrenheit (UHC).
- An electrical system that was legal when installed, and which is in good working order and without loose or exposed wiring (CC § 1941.1). There must be at least two outlets, or one outlet and one light fixture, in every room but the bathroom (where only one light fixture is required). Common stairs and hallways must be lighted at all times (UHC).
- A lack of insect or rodent infestations, rubbish, or garbage in all areas (CC § 1941.1). With respect to the living areas, the landlord's obligation to the tenant is only to rent out units that are initially free of insects, rodents, and garbage. If the tenant's housekeeping attracts pests, that's not the landlord's responsibility. However, the landlord is obliged to keep all common areas clean and free of rodents, insects, and garbage at all times.
- Enough garbage and trash receptacles in clean condition and good repair to contain tenants' trash and garbage without overflowing before the refuse collectors remove it each week (CC § 1941.1).
- Floors, stairways, and railings kept in good repair (CC § 1941.1).
- The absence or containment of known lead paint hazards (deteriorated lead-based paint,

lead-contaminated dust or soil, or lead-based paint disturbed without containment (CC § 1941.1; H&S § 17920.10). See Chapter 12 for more information on lead hazards.)

- Deadbolt locks on certain doors and windows, effective July 1, 1998 (CC § 1941.3). Your duty to provide locks is explained in more detail in Chapter 12.
- Ground fault circuit interrupters for swimming pools (effective July 1, 1998), and antisuction protections on wading pools, excepting single-family residence rentals (effective January 1, 1998 for new pools and January 1, 2000 for existing pools) (H&S §§ 116049.1 and 116064).

Each rental dwelling must, under both the UHC and the State Housing Law, have the following:

- A working toilet, wash basin, and bathtub or shower. The toilet and bathtub or shower must be in a room that is ventilated and allows for privacy.
- A kitchen with a sink, which cannot be made of an absorbent material such as wood.
- Natural lighting in every room through windows or skylights having an area of at least one-tenth of the room's floor area, with a minimum of 12 square feet (three square feet for bathroom windows). The windows in each room must be openable at least halfway for ventilation, unless a fan provides for ventilation.
- Safe fire or emergency exits leading to a street or hallway. Stairs, hallways, and exits must be litter free. Storage areas, garages, and basements must be free of combustible materials.
- Every apartment building having 16 or more units must have a resident manager (25 CCR § 42).

Civil Code § 1941.4 and Public Utilities Code § 788 make residential landlords responsible for installing a telephone jack in their rental units, and for placing and maintaining inside phone wiring.

Health and Safety Code § 13113.7 requires smoke detectors in all multiunit dwellings, from duplex on up.

Health and Safety Code §§ 17916 and 17926.1 require carbon monoxide detectors in all dwelling units, and Health and Safety Code § 13220 requires landlords to provide information on emergency procedures in all multistory buildings.



Landlord's Right to Enter

State law allows a landlord to legally enter the rented premises while a tenant is still residing in the unit. (CC §§ 1954, 1954.211, 1954.604):

Examples: if it's a court order, emergencies, when a tenant gives permission, to assess repairs, to make needed or agreed repairs, to show the property to prospective new tenants, mortgagees, workers, contractors, or actual potential buyer(s). To conduct initial and move out inspection(s), if requested by the tenant (tenant has the right to be present during inspection(s), or if the tenant has abandoned or surrendered the premises



Landlord's Right to Enter cont..

- Landlord must provide tenant with 24 hours minimum written notice
- If landlord mails the notice, one weeks' notice is required
- Notice must specify the date, times, and purpose of entry



Deposits

- Landlords are required to refund deposits within 21 days from the date tenant returns the keys/possession of the premises; However if the landlord mails the deposit one additional week is allowed for mail.
- Landlords can deduct for outstanding rent, utilities, repairs, or cleaning.
- Landlord's are required to provide tenant's with an itemized statement detailing the charges from the deposit if it is greater than \$125.
- If the landlord does not comply or a tenant does not agree with the refund then there are two options: 1) make a formal demand to the landlord and 2) small claims court.



Examples of Best Practices

- Keep things in writing
- Read the entire lease agreement
- Request, offer and or attend initial/move out inspections
- Create your own move-in checklist for defects in unit; take photos/videos
- Check references and credit
- Know you rights and responsibilities



Resources and Contact Information

- Project Sentinel Main Office (408) 720-9888; info@housing.org
- Fair Housing 1-888-324-7468; fairhousing@housing.org
- www.housing.org



Gilroy Mobilehome Rent Stabilization – Rent Increases

(a) Any rent increase (within any twelve (12) month period) which does not exceed five (5) percent of the base rent or eighty (80) percent of the change in the Consumer Price Index, whichever is less, shall not be subject to arbitration.

(b) Any rent increase (within any twelve (12) month period) which exceeds the maximum permitted under Section 14A.4(a) may be subject to a formal arbitration hearing under the provisions of this chapter.

(c) No rent increase increment which is in excess of the amounts specified in Section 14A.4(a) and subject to a formal review hearing, may become effective or be collected by the landlord until such time that the increase increment is approved under a formal review hearing by an arbitrator appointed by the city's rent review officer. (Ord. No. 87-17, § 2, 11-2-87)



Gilroy Mobilehome Rent Stabilization – Noticing Requirements

When a landlord serves notice to a mobile home tenant of a proposed rent increase which exceeds the amounts specified in Section 14A.4(a), said notice shall include the following information:

- (1) The name of the mobile home tenant occupying the rental space which is subject to the proposed increase;
 - (2) The mobile home space number and/or letter;
 - (3) A statement that the tenant has the right and may file a petition request for a formal rent review hearing with the city's rent review officer. It shall also be stated that the petition must consist of signatures from not less than fifty-one (51) percent of the total mobile home park space registry (from those spaces where tenants are not under a rental agreement and/or lease as governed under Section 14A.3(c));
 - (4) A copy of Section 14A.4, entitled "Mobile Home Space Rent Increase Limitations," shall be attached for reference;
 - (5) The Gilroy City Hall street address and telephone number of the city's rent review officer; and
 - (6) A statement of the proposed rent increase expressed both as an actual dollar amount and as a percentage of the then current base rent.
- (e) Whenever a landlord serves notice to a mobile home tenant of a proposed rent increase which exceeds the amounts specified in Section 14A.4(a), a copy of said notice shall also be sent to the city's rent review officer. (Ord. No. 87-17, § 2, 11-2-87)



Gilroy Mobilehome Rent Stabilization – Petition Process

(a) A petition requesting an arbitration hearing shall include the signatures from not less than fifty-one (51) percent of the total mobile home park space registry (from those spaces where tenants are not under a rental agreement and/or lease as governed under Section 14A.3(c)); and shall be submitted to the city within thirty (30) days from the date the notice of rental increase was received by the rent review officer (as required under the provisions of Section 14A.5(e)). Said petition shall include all the following information:

- 1) The printed names of all affected mobile home tenants with their respective space number denoted;
- 2) The original petition signatures, with date of signature, from all affected tenants involved;
- 3) The total number of mobile home rental spaces within the park; and
- 4) The name, address and space number, and telephone number for the tenants' representative and/or contact person. Tenants may designate an outside representative.



Gilroy Mobilehome Rent Stabilization – Receipt of Petition Process

(b) Receipt of the Petition.

(1) Upon receipt of a completed written petition by tenants, as specified under Section 14A.6(a), the rent review officer shall within ten (10) working days assign an arbitrator. The rent review officer shall set a date for the arbitration hearing no sooner than ten (10) days nor later than thirty (30) days after the arbitrator has been assigned.

(2) The park owner and all affected tenants shall be notified immediately in writing by the rent review officer of the date, time, and place of the hearing.

(3) The notice of hearing shall be sent to all parties via first class mail.

(c) In the event a petition fails to meet all the submittal requirements listed in Section 14A.6(a), the rent review officer shall respond in writing with a statement of the listed deficiencies. The party filing the petition shall have fifteen (15) days to correct and refile the appeal. If the applicant(s) fail to meet the time limitation the petition shall be deemed to have been abandoned. (Ord. No. 87-17, § 2, 11-2-87)



Questions?

Thank You