



## HOW TO PROTECT YOUR RIGHTS AS A TENANT

### DOCUMENT YOUR TRANSACTIONS WITH YOUR LANDLORD

- Make sure any agreement you reach with your landlord is accurately set forth in writing, including any later promises of repairs or changes in the conditions.
- Don't pay rent in cash. A landlord cannot require you to pay in cash unless you bounce a check.
- Take photos of the condition of a rental unit when you first occupy it, and prepare a written inventory so that you can prove its move-in condition if there is a later dispute, for example over refunding a security deposit.
- Keep these documents and photographs, along with canceled checks and receipts, in a safe place so you can locate them when you need them.
- Make sure you know the correct address and telephone number of the property manager who controls the premises.
- If you request repairs or changes, put it in writing with proof of delivery. Keep a log or calendar of all verbal communications with the landlord or property manager.

### IF YOU ARE ASKED TO SIGN A RENTAL AGREEMENT OR LEASE, READ IT CAREFULLY SO THAT YOU WON'T BE SURPRISED LATER

- If the landlord negotiates in Spanish, Chinese, Vietnamese or Tagalog, the lease or other rental documents must be in that language, unless you provide your own adult interpreter at the time of negotiations.
- Even if it is a pre-printed form, be sure there are no illegal provisions such as,
  - automatic forfeiture of security deposit
  - "penalties" for late payment of rent which are not related to the landlord's actual expenses for the late payment
  - waiver of the landlord's legal obligations such as the duty to make repairs or the duty to give proper notice.

#### **And make sure you understand provisions such as,**

- Limitations on the right to have guests or pets, or to sublet

### YOU ARE ENTITLED TO PROPER NOTICE OF CHANGES IN MONTHLY RENTAL AGREEMENTS, INCLUDING INCREASES IN RENT

- Notice must be in writing and must be properly served 30 days in advance if you pay rent on a monthly basis.
- The notice must be personally handed to you, or
- Sent to you by certified mail, or
- Placed on your door with a separate copy mailed to your address
- If a rent increase amounts to more than 10% in a twelve-month period, you are entitled to 60 days advance notice.

### **YOU HAVE A RIGHT TO PRIVACY**

- ❑ Unless you give your express permission, a landlord or property manager can enter your unit in a non-emergency situation only during normal business hours and only after giving at least a 24 hour written notice, with an explanation of the reason for the entry.
- ❑ Even with proper notice, the landlord or property manager can enter only for certain limited reasons, which are to make repairs, assess damage or show the property to prospective new tenants or purchasers.
- ❑ Entry is permitted without your permission and without notice, ONLY in a genuine emergency.

### **YOU HAVE A RIGHT TO LIVE IN PREMISES, WHICH AFFORD THE BASIC ELEMENTS OF HABITABILITY**

- ❑ Your premises must provide basic elements of proper plumbing, heating, lighting, hot and cold water, sanitation and weather protection, as well as safe stairs and walkways, and deadbolts on entry doors. If the problem constitutes a substantial health or safety hazard, contact the local code enforcement office for an inspection.
- ❑ If any of these elements are missing, you may have certain remedies such as the right to “repair and deduct”, but only after documented notice to the landlord with an opportunity for him to correct the problem, or a citation from code enforcement.

### **GET PROPER ADVICE BEFORE TAKING ANY DRASTIC ACTION**

- ❑ Before breaking a lease or withholding rent for repairs or taking any other action that could lead to a serious dispute, make sure you understand the applicable rules. You can contact an agency such as our office, or an attorney, or you can read one of the self-help legal advice books. The rules in these situations are very specific and must be followed to avoid exposing yourself to legal claims from the landlord.
- ❑ If you are served with a notice of eviction or some type of legal documents, obtain advice immediately. The time limits in these situations are very strict. You could lose your opportunity to defend yourself if you fail to act immediately.

### **WHEN VACATING THE PREMISES,**

- ❑ You are entitled to a joint walk-through with your landlord 2 weeks before you vacate and to receive a list of any defects that might affect your deposit.
- ❑ You are entitled to have your deposit returned within 21 days, with an itemized list of any amounts withheld. Receipts or other documentation must be attached if the deduction exceeds \$125.
- ❑ You are not required to pay for cleaning as long as you left the premises in the same condition of cleanliness as when you moved in, unless the rental agreement specifies professional cleaning.
- ❑ You are not responsible for ordinary wear-and-tear of items such as carpets.
- ❑ In order to prove the condition of the unit at the time you leave, have your landlord perform a final walk-through with you. If that’s not possible, take photos of the condition at the time you move out.

For Assistance Call Project Sentinel (408) 720-9888

Project Sentinel offers neutral counseling and dispute resolution services, but not legal advice or representation.