



Tenant/Landlord Dispute for Rental Housing

DEPARTMENT OF PLANNING AND BUILDING SERVICES

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Will the County resolve the dispute between my landlord and me?

The County is not a referee for tenant-landlord disputes. Generally disputes are best resolved between the renter and property owner. The General Rule for maintenance of rented properties as presented by the State of California Department of Consumer Affairs is: "When a landlord rents an apartment or a house to a tenant (renter), the rented property must be fit to live in, in other words, the rented property must be 'habitable.' During the time that the property is being rented, the landlord must do maintenance work and make repairs that are necessary to keep it habitable. However, the landlord is not responsible to the tenant for repairing damage caused by the tenant, or the tenant's guest, children or pets."

For information about your rights and suggestions on ways to resolve housing complaints between tenants and landlords, contact the State of California Department of Consumer Affairs, 400 R Street, Suite 3090, Sacramento, CA 95814-6200, phone number: (800) 952-5210 or visit their website at <http://www.dca.ca.gov>.

Before filing a complaint with this Department you must notify your landlord via certified mail of the issues you are having with the rental unit. If the landlord is still unwilling to make the unit habitable within the limits of their responsibility, you may then submit a complaint through this Department. Along with the complaint form, you must include a copy of your letter to the landlord, along with a copy of the signed receipt card confirming that the landlord has received your letter.

Conditions that make a rental unit legally uninhabitable

There are many kinds of defects that could make a rental unit unlivable. The implied warranty of habitability requires landlords to maintain their rental units in a condition fit for the "occupation of human beings." In addition, the rental unit must "substantially comply" with building and housing code standards that materially affect tenants' health and safety.

A dwelling may be considered uninhabitable (unlivable) if it substantially lacks any of the following:

- Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.
- Plumbing facilities in good working order, including hot and cold running water, connected to a sewage disposal system.
- Gas facilities in good working order.
- Heating facilities in good working order.

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- An electric system, including lighting, wiring, and equipment, in good working order.
- Clean and sanitary buildings, grounds, and appurtenances (for example, a garden or a detached garage), free from debris, filth, rubbish, garbage, rodents, and vermin.
- Adequate trash receptacles in good repair.
- Floors, stairways, and railings in good repair.

In addition to these requirements, each rental unit must have all of the following:

- A working toilet, wash basin, and bathtub or shower. The toilet and bathtub or shower must be in a room which is ventilated and allows privacy.
- A kitchen with a sink that cannot be made of an absorbent material such as wood.
- Natural lighting in every room through windows or skylights. Windows in each room must be able to open at least halfway for ventilation, unless a fan provides mechanical ventilation.
- Safe fire or emergency exits leading to a street or hallway. Stairs, hallways and exits must be kept litter-free. Storage areas, garages, and basements must be kept free of combustible materials.
- Operable deadbolt locks on the main entry doors of rental units, and operable locking or security devices on windows.
- Working smoke detectors in all units of multi-unit buildings, such as duplexes and apartment complexes. Apartment complexes also must have smoke detectors in common stairwells.

The implied warranty of habitability is *not* violated merely because the rental unit is not in perfect, aesthetically pleasing condition. Nor is the implied warranty of habitability violated if there are minor housing code violations, which, standing alone, do not affect habitability. While it is the landlord's responsibility to install and maintain the inside wiring for one telephone jack, the landlord's failure to do so may not violate the implied warranty of habitability.

Limitations on landlord's duty to keep the rental unit habitable:

Even if a rental unit is unlivable because of one of the conditions listed above, a landlord may not be legally required to repair the condition if the tenant has not fulfilled the tenant's own responsibilities. In addition to generally requiring a tenant to take reasonable care of the rental unit and common areas, the law lists specific things that a tenant must do to keep the rental unit liveable.

Tenants must do all of the following:

- Keep the premises "as clean and sanitary as the condition of the premises permits."

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- Use and operate gas, electrical, and plumbing fixtures properly. (Examples of improper use include overloading electrical outlets; flushing large, foreign objects down the toilet; allowing any gas, electrical, or plumbing fixture to become filthy.)
- Dispose of trash and garbage in a clean and sanitary manner.
- Not remove any part of the structure, dwelling unit, facilities, equipment, or appurtenances, or allow anyone else to do so.
- Use the premises as a place to live, and use the rooms for their intended purposes. For example, the bedroom must be used as a bedroom, and not as a kitchen.
- Notify the landlord when dead bolt locks and window locks or security devices don't operate properly.

However, a landlord may agree in writing to clean the rental unit and dispose of the trash.

If a tenant violates these requirements in some minor way, the landlord is still responsible for providing a habitable dwelling, and may be prosecuted for violating housing code standards. If the tenant fails to do one of these required things, and the tenant's failure has either substantially caused an unlivable condition to occur or has substantially interfered with the landlord's ability to repair the condition, the landlord does not have to repair the condition. However, a tenant cannot withhold rent or sue the landlord for violating the implied warranty of habitability if the tenant has failed to meet these requirements.

Posting "unsafe to occupy/do not enter"

- Please understand that you may be required to vacate the residence/apartment, depending on the extent of any habitability defects that may exist. Any time we allow you to remove your belongings (if any) will depend on the severity of the violation(s).

BAM
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