

Dealing with Disaster: Your Rights as a Renter

What is the responsibility of a landlord in the case of a disaster?

If your apartment or house is damaged in a fire or natural disaster, your landlord is still required by law to keep your home safe and livable.

This means that the condition of your home cannot threaten your life, health or safety.

Your landlord is required to make repairs in order to keep your home livable.

You should be provided with the basics, including:

- Hot & cold running water
- Electricity

- Heat
- Plumbing
- Weatherproofing
- Structurally safe and sanitary housing

In most cases, if your home is not livable you are not required to continue living there.

If you signed a long-term lease, you may be able to break it if:

- The repairs cost more than a year's worth of rent

- You did not cause the disaster
- You paid your rent up until the disaster and notified your landlord that you're cancelling the lease

If your home is unlivable, you should talk to the health department to report it.

You should also write your landlord a letter describing the damages to your rental property, and take pictures to document the unsafe or unsanitary living conditions.

Written by the
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What to do if your home is unlivable:

- *Contact the health department and file a report*
- *Take pictures of the damages*
- *Write a letter to your landlord describing your unsafe living conditions*
- *If you have to make repairs yourself or move out temporarily, keep any receipts for money you spent*

Who is responsible for repairs?

Your landlord is responsible for making the necessary repairs to keep your home safe and livable.

The landlord is allowed a reasonable amount of time to make the repairs, anywhere from 5-30 days depending on the severity of the issue.

If your landlord doesn't make the repairs, he or she legally can't require

you to pay rent. The health or building and safety departments can help you determine if your home is unlivable, and this could be helpful if your landlord disputes your right to stop paying rent.

If you spend any out-of-pocket money making repairs be sure to keep your receipts.

You may be able to get your money back in a small claims court if you can prove that the landlord was responsible for making the repairs (i.e. the disaster wasn't your fault) and didn't do so in a reasonable amount of time.

However, if you caused the disaster you're responsible for paying for the repairs.

What happens to my security deposit?

If you decide to move, under California law, a landlord must return your security deposit within 21 days after you vacate the rental property.

Be sure to give your landlord a 30-day notice in writing of your intent to vacate. If you don't provide the 30-day notice, he or she may be able to charge you an additional month of rent.

If the landlord takes more than \$126 from your deposit, he or she must give

you receipts and a statement showing when and why your money was used.

A landlord can only charge you for damages that you caused to the rental property that go beyond normal "wear and tear". You can also be charged for rent you still owe.

As a tenant, you are responsible for returning the rental property to the landlord in the same condition that you had it when you first moved in.

It is normal for furniture, carpets and other features of a rental property to wear down due to normal use over time. However, damages such as broken windows, holes in the wall or damages caused by a fire due to your negligence do not count as "wear and tear."

If you caused the disaster, your landlord can legally deduct money from your security deposit to cover damages.

Is a landlord required to give pro-rated rent back?

If you can't live in your home due to unsafe or unsanitary conditions, the landlord should return some or all of the rent you already paid.

The law makes it illegal for a landlord to collect rent from you if:

(A) An enforcement agency, like the health department, has determined that your home is unlivable;

(B) The enforcement agency sent your landlord a letter saying that repairs are necessary and;

(C) The landlord has not done the repairs within 35 days without having a good reason for the delay.

If rent was paid in advance, for example on the first of the month, and the qualifications above are met (A, B and

C), a landlord should in good faith prorate the rent.

If the landlord does not want to return your pro-rated rent, you can file a suit in a small claims court as long as you're not requesting more than \$7,500.

Is a landlord required to pay relocation assistance?

If the landlord has to make repairs in order to make your home livable, and if the repairs are ordered by an enforcement agency, like the health department, a landlord may be required to pay relocation benefits to you if you have to move in order for the landlord to make the necessary repairs.

If the repairs are not ordered by an enforcement agency but still require you to move or be out of your home, it is

a good business practice for the landlord to either prorate the rent for the timeframe when your home was unlivable, or to provide alternate housing.

If the landlord doesn't offer to give you relocation assistance or provide you with alternative housing, such as moving you temporarily to another home, you can always try to talk to your landlord to see if you can reach an agreement. If multiple tenants are dealing

with the same issue, it's a good idea to form a group and work together.

A landlord is required to pay relocation fees if the building falls under rent control in areas such as the City of Los Angeles, Beverly Hills, Santa Monica and West Hollywood. There are certain conditions under which a landlord in these areas is required to pay relocation assistance.

Is a landlord responsible for damages to my belongings?

A tenant always has the option of suing a landlord if their personal belongings were damaged as a result of a disaster. However, if the tenant caused the disaster they will most likely not be able to sue the landlord for damages.

If the disaster was caused, in part, because your landlord didn't respond to your maintenance requests, this could strengthen your argument for reimbursement.

However, the landlord is usually only responsible for keeping the property up to code in accordance with California Civil Code Section 1941.1 and is usually not responsible for a tenant's personal belongings.

It is strongly recommended that tenants purchase renters insurance to protect any personal belongings that may be lost in a disaster.

When should you contact legal aid?

A tenant always has the option of contacting legal aid for questions about the law, their rights, or to review documents.

A tenant is encouraged to contact legal aid if they receive an eviction notice (unlawful detainer summons) or other such legal action.

Additionally, many courthouses including Inglewood, Santa Monica, Torrance, Long Beach and Van Nuys, offer self-help legal clinics where tenants can speak with an attorney, paralegal or counselor about their specific housing-related issues or get help with filling out legal forms.

How much time do I have to move out?

If your home is unlivable due to safety or sanitation issues, an enforcement agency, like the health department, will determine if you can continue living in your home and how much time you have to move.

Regardless of the amount of time you have to move, your landlord must get approval from the court to evict you.

A landlord can't take the law into his own hands. A landlord can't remove your furniture and personal belongings from your home, change your locks, or cut off your utilities, such as your water or electricity.

If you receive an eviction notice (unlawful detainer summons) it is important to contact legal aid as soon as possible. You only have 5 days to file a written answer in court, otherwise you will lose by default (forfeit).

Before the landlord files an eviction in court, he must give you a notice in writing letting you know that he wants you to move.

If you have lived at the rental property for *less than a year*, he or she must give you a 30 day notice to vacate. If you have lived at the rental property for *more than a year*, you

must be given a 60 day notice to vacate. Subsidized housing and mobile home parks may have to give a longer notice.

In areas under rent control, a landlord can only ask you to move for certain legal reasons. If you live in a rent controlled property, contact your city to file a complaint if you believe his or her reasons are not justified, or if you have questions about your rights.