



Frequently Asked Questions (FAQ)

Fair Housing Guidelines

TENANT - FREQUENTLY ASKED QUESTIONS

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[Application to Rent](#)

Q. What information can a prospective landlord ask for in an application?

- A. Most landlords will use your written rental application to check your credit history and past landlord-tenant relations. More information about the extent of personal information a landlord can request is available in the link for *California Tenants' Handbook*.
- A. A rental application usually asks for the following information:
- Names, addresses and telephone numbers of your current and past employers
 - Names, addresses and telephone numbers of your current and past landlords
 - Names, addresses and telephone numbers of people you want to use as references
 - Social Security number
 - Drivers License number
 - Bank account numbers
 - Credit account numbers for credit reference(s)
 - The application will likely also contain an authorization for the landlord to obtain a copy of your credit report, which will show the landlord how you have handled your financial obligations.
- B. **Safe Retention and Disposal of Secure Information** – Talk to your prospective landlord about the safe retention of your secure information, the FACT Act, and Disposal Rule to ensure the security of your private application information as listed above. If you have concerns about the safety of your credit information, you should first determine the landlord's procedures on managing this information before submitting your application.

Application Fee

Q. Can a prospective landlord charge an Application Screening Fee?

A. Yes. California Civil Code section 1950.6 limits the fee owners may charge a prospective tenant to cover the costs of screenings. The fee cannot be more than the actual out-of-pocket costs of gathering information on the applicant. The fee is adjusted annually based on the Consumer Price Index. As of January 1, 2011, the maximum amount the landlord may charge for screening fees is \$42.06.

Verbal Agreements

Q. Are Verbal Agreements Binding?

A. While oral agreements are easy and less formal, **they are not recommended.** Turn-over of apartment management and roommate changes make oral agreements hard to prove in the event you end up in court. Refer to page 16 of the *California Tenants' Handbook* for more information about oral agreements.

Deposits

Q. What is a non-refundable deposit? (i.e., fees, holding deposits)

A. A. Holding or Reservation Deposits:

- Some landlords require a deposit to hold or “reserve” a rental unit for the tenant and may want to keep part or all of the deposit if the tenant changes his/her mind about renting the unit.
- Ask for confirmation **in writing prior to paying a holding deposit that includes:**
 - A receipt outlining the terms of the holding deposit explaining whether the deposit will be applied to first month rent or the security deposit.
 - The amount of the holding deposit that will be refundable in the event you withdraw your application to rent.
- As stated in the *California Tenants' Handbook*, a landlord that does not accept you as a tenant must return your entire holding deposit.

B. Non-refundable Fees:

- Fees for credit-checks: See California Tenants Handbook for fee guidelines.
- Other administrative costs associated with tenant selection and application processing.

Q. How large of a security deposit can a landlord require?

A. State law limits the amount the Landlord can collect as a deposit. (CC § 1950.5 (c).

- Unfurnished property - the deposit (including last month's rent) can't exceed two (2) months' rent.
- Furnished property - the deposit (including last month's rent) can't exceed three (3) months rent. Property is considered "furnished" if it contains at least essential furniture such as a bed in each bedroom, couch or chairs for the living area, eating table with chairs and a stove and refrigerator.

Q. Is the landlord required to pay interest on the security deposit?

A. No, unless the executed rental agreement or lease states that the landlord will keep the security deposit in an interest bearing account or there is a local ordinance requiring the landlord to do so.

Q. What steps can I take to avoid a future dispute over the return of my security deposit?

A. Below are a few ways that you can prepare in advance to get your security deposit back.

- Keep copies of rental records i.e., application, contract, letters, receipts, etc., in one place.

- Insist on a walk-thru with the landlord **before** taking possession of the rental unit.
- Use and follow the guidelines on the Inventory Checklist in the California Tenants Handbook to document a list of the conditions of each room/area.
- If needed, take pictures at move-in with dates and retain for your move-out walk-thru.
- Pre-Move Out Walk-Thru: By law, (2) weeks prior to the move out, the landlord must notify the tenant of their right to request a pre-move out inspection. Using the Inventory Checklist, the landlord can list items that may be remedied by the tenant before move out to avoid potential deductions from the security deposit.
- Carpet and Window Coverings: Ask your landlord in advance the policy on cleaning these items after you move out. Check the terms of your lease.
- Upon departure, use and follow the guidelines on the Inventory Checklist in the *California Tenants' Handbook* to document a list of the conditions of each room/area.
- Take dated pictures in the presence of the landlord if necessary.
- Provide the landlord with a forwarding address and any other contact information to ensure prompt delivery of security deposit and/or correspondence.

Q. What can a landlord deduct from a security deposit?

A. A landlord can charge a tenant for:

- Cleaning*, including carpet and window coverings.
- Damage to the rental unit beyond normal wear and tear. See CTL for more info about normal wear and tear or damage due to tenants' failure to perform under the terms of the lease (when tenant neglects to maintain yard as specified in the lease.)
- Unpaid rent

* Standards of cleaning are subjective, even if you believe you have thoroughly cleaned your apartment before moving out. To avoid assumptions about this portion of the security deposit, carefully read the terms of your lease and document in writing what policies and procedures the landlord has about cleaning when moving out.

Q. How long must I wait for the security deposit after I move out?

A. **Within 21 days**, the landlord must

- Notify the tenant regarding the status or disposition of the security deposit.
- Refund the deposit with an explanation of the deductions.
- Provide an itemized list of the deductions with receipts and invoices for costs related to cleaning and repairs.

NOTE: The law does allow the landlord to send an interim accounting within that time, if there is good cause for delays due to more work to be done that can affect the amount of deposit being returned. The landlord will then need to send a final accounting within 14 days of completion.

Q. What action can I take if my landlord refuses to refund my security deposit or I want to dispute the amount returned?

A. **A.** Begin by writing a "demand" letter to your landlord outlining your objections to the security deposit disposition. A sample letter can be found in the Security Deposit flyer on this website. Use certified mail, or hand deliver with a signed receipt of delivery to guarantee that management has received this correspondence.

B. If you are unable to work successfully with your landlord to get your security deposit back, you can try mediation or file a lawsuit in Small Claims Court.

Assistance with filing your Claim:

Yolo County Small Claims Court Advisor: (530) 756-1927 12:00-2:00 p.m.,

Tuesday, Wednesday and Thursday

Yolo Courts (530) 406-6922 www.yolo.courts.ca.gov.

Breaking a Lease

Q. How can I break a lease?

- A.** A signed lease is a legally binding contract. Read the terms of the lease and the California Tenants Handbook to understand your obligations and how to proceed. The following are guidelines to consider:
- **If you have not yet taken possession of the rental unit:** Advise the landlord in writing of your request. The landlord may have a wait list or a prospective tenant with whom you may arrange a lease assignment with the landlord's permission.
 - **Want to move out early:** You can be held liable for the remainder of the lease or rental term. Consult with the landlord about your options for subletting or assigning the lease to another qualified tenant.
 - **Unplanned job or school transfer:** If you have signed a Davis Model lease, it has specific terms about a job transfer. Other leases or circumstances are subject to the language of the lease. Always put your request in writing to the landlord, and request a response from them in writing.

Q. Can I sublet my apartment/house prior to the end of the lease?

- A.** Check the terms of your lease and obtain permission from your landlord. If you proceed with a lease assignment or sublet, get the landlord's consent and terms in writing. Do not make assumptions about the process. Maintain communication with your landlord about the rights and responsibilities of both tenant and landlord in looking for new tenants including your future liability and the options about recovering your security deposit.

Q. Can a landlord change the terms of a lease?

- A.** Generally, not during the term period of a lease. All leases should have a clause explaining what may constitute a legal amendment to the current lease including the adoption of additional rules and regulations as limited by the language of the lease. Always request a written explanation from your landlord and/or seek legal advice if you believe a lease has been altered during the term of the lease.

Q. Can a landlord refuse to extend my lease, renew my lease or change the terms of the lease renewal?

- A.** Yes, as long as the parties have not already entered into a new lease, but once again check the language of your lease. Some leases provide that the lease converts to a month to month tenancy upon the expiration of the fixed term. Check your written lease agreement to determine your rights. **Verbal agreements with the landlord in advance regarding lease extensions or renewals are not advised.**

Rent Rates/ Rent Increases

Q. What is the maximum amount my landlord can charge for rent?

- A.** In Yolo County, there is no limit to the amount a landlord may charge for rent or the amount of rent increase unless it is specified in the lease. Outside of those circumstances, it's whatever the market can bear.

Q. What is required of a landlord before raising my rent?

A. Generally, the landlord must provide a 30 day written notice of the change in rent if the rent increase is 10% or less or a 60 day written notice if the rent increase is greater than 10% of the rent charged. Refer to the California Tenants' Handbook beginning on page 31 for more information.

Landlord Entry & Tenant Privacy

Q. Can a landlord or manager enter a tenant's rental unit without notice?

A. No. Only in cases of emergency, tenant abandonment or surrender, or pursuant to court order can a landlord or manager enter a rental unit without notice. Otherwise, a landlord may enter a unit only after giving reasonable written notice for a valid reason

Noticed Entry - 24 Hour Notice

Reasonable notice, absent evidence to the contrary, is **24 - hour Notice**. All Noticed Entry's are conducted as follows:

- 24 Hour Notice shall be personally delivered and left with someone at the premises at a suitable age or under the usual entry door where it will most likely be discovered.
- Shall be conducted during normal business hours, unless the tenant consents to after hours.
- The landlord cannot abuse the right to access allowed by these rules, or use this right of access to harass (repeatedly disturb) the tenant.

Valid Reasons for Entry:

- make needed or agreed upon repairs/work
- show unit to prospective buyer
- contractors, lenders or repair workers
- conduct inspections related to tenant's security deposit prior to move-out
- pursuant to a court order.

If Tenant is unable to Accommodate the 24 Hour Entry Notice:

- notify the Landlord/Manager right away, preferably in writing.
- offer another day/time for entry to make repairs/work.

Repairs & Habitability

The implied warranty of habitability requires landlords to maintain their rental property in a habitable condition at all times. The rental unit must "substantially comply" with local building and housing codes and standards that maintain tenants' health and safety. Cal. Civ. Code § 1941.

Q. My landlord refuses to repair items in my rental unit? What do I do?

A. Always put your repair requests in writing. If you want to determine what your landlord is obligated to repair or to provide, refer to the *Repairs and Habitability Flyer* on this website.

Q. What is the landlord required to provide the tenant if the tenant is forced to move out because of Health and Safety Code violations?

A. First, refer to the terms of your lease. Refer to the *California Tenants' Handbook* for steps to take in the event that your rental unit is deemed uninhabitable.

Disabled Access and Rental Unit Alterations

Q. What procedures do I take to alter my rental unit to accommodate a disability?
A. Make your request in writing to the landlord, and consult the *California Tenant's Handbook*. Document all communication in writing.

Q. Can I paint the walls in my apartment, change the locks, remove or add landscaping?
A. **ALWAYS ASK** your landlord before making any changes to the rental unit. Make your request in writing, and ask for a response in writing. Your lease may or may not list specific restrictions. Since the landlord must be able to enter the unit in case of an emergency, refer to your lease for restrictions about changing the locks or adding extra security without getting the written consent of the landlord.

Occupancy Limits

Q. Can a Landlord determine how many people can live in a unit/house?
A. (1). The Uniform Housing Code addresses the question of occupancy in terms of the size of the rental's bedrooms or the square footage of the rental unit. This is explained in detail in the *California Tenants' Handbook*.

Eviction Notices

Q. I have just been served with a three (3) day notice. What do I do?
A. A. Read the notice thoroughly to determine the reason for the notice. A landlord can use a written three-day notice (**eviction notice**) if they believe the tenant has done any of the following:

- Failed to pay rent
- Violated any provision of the lease or/or rental agreement.
- Damaged the rental property
- Committed a nuisance for other tenants
- Used the rental property for unlawful use, ie selling of illegal drugs.

B. For three day notices based on failure to pay rent, you must pay the rent before the expiration of three days in order to preserve your tenancy. For more information, consult the *California Tenants' Handbook*.

Mediation

Q. I can not resolve my problem with my landlord. Would mediation work for me?
A. Mediation is an established method for conflict resolution. If you would like more information on mediators in Yolo County, please call City of Davis Fair Housing at (530) 757-5623.

Discrimination under the Fair Housing Act

Q. How can I determine whether I am experiencing discrimination from my landlord or a potential landlord? Can a landlord refuse to rent to students?
A. The Fair Housing Act provides you protection against the following discriminatory housing practices if they are based on:

- Race
- Sex (including pregnancy, childbirth or medical conditions related to them, as well as gender and perception of gender)
- Age
- Marital Status

- Religion
- Color

- Source of income
- Disability
- Medical conditions
- Familial status
- National Origin

Unlawful discrimination can take on many forms.

- Providing false information about the availability of the housing.
- Treating residents differently in connection with terms or conditions
- Advertising - discriminatory housing preference or limitation.
- Denying or refusing to rent to individuals based on the characteristics listed above.

Although students are not specifically listed as a protected class, a landlord cannot discriminate based on age or familial status. If you suspect that a landlord has chosen not to rent to you based on your status as a student, based on your age as a student, or based on your desire to have roommates within the legal occupancy limits, and you are otherwise qualified under the application requirements, contact the landlord in writing about your concerns, and ask for a response in writing.

Access more information about discrimination on page 11 of the *California Tenants Handbook*, contact the Fair Housing office at 530-757-5623, or go to this html link:

<http://www.dfeh.ca.gov/DFEH/Complaints/Default.aspx>

Retaliation

Q. I believe that my landlord is trying to evict me because I asked for normal repairs. What can/should I do?

A. To establish retaliation, a tenant must have extensive documentation regarding the specific retaliatory acts the landlord has committed. Contact the Department of Fair Employment and Housing (refer to link on this website) or consult an attorney who specializes in civil rights law when you first begin to suspect retaliation.

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