

Living Off Campus



LANDLORD-TENANT LAW IN CALIFORNIA

Overview



- What is a lease?
- Security deposits
- Rights and responsibilities
- Dealing with problems

Source of Law



Landlord-tenant law varies by state (and sometimes city/county.)

This information is specific to the State of California.

**Agreed-upon terms in a lease may supersede default state law. In other words,
READ YOUR LEASE!**

Basics of a Rental Agreement



- Rental agreement: “I give you money, you give me a place to live.”
- A rental agreement that is reduced to writing is called a “lease.”
- Two types of leases:
 - Periodic (aka “month-to-month”)
 - Fixed term (aka “tenancy for years”; longer than one month)
- Leases are legally binding/enforceable contracts!
 - They are not easy (or cheap) to break!

Components of a Lease



A lease should include the following information:

- Landlord's name and contact information.
- Names of all renters/tenants.
- Start and end dates.
- How much and how often rent will be paid.
- How much the security deposit (if any) will be.

Leases (continued)



- Leases also typically contain:
 - “Assignment/subletting” restrictions
 - “Late payment” provisions
 - “Integration” clauses
 - Information about utilities
 - Lots of other legal mumbo jumbo

Leases (continued)



- Oral leases are binding! (*i.e.*, be careful what you say!)
- Read the entire lease! Talk to SLS (or at least the landlord) about any unclear or confusing terms!
- Ask for a copy of the “HOA rules” and any community rules/regulations if applicable and not already provided.
- Make sure the lease includes all terms; you can add lease attachments if necessary!
- Consider utilizing a “roommate agreement”!

Looking for Housing



Landlords want to avoid “risky renters.” The app might ask for:

- Social security numbers
- Credit reports/checks
- Bank account information
- Co-signers/guarantors

- Strategies for international student renters:
 - Watch for unlawful practices/“extra” deposits

Additional considerations:

- Check the Sex Offender List www.meganslaw.ca.gov (creepy but informative!)

- Consider renter’s insurance!

- Is the residence “CAPPed?”



Rights and Responsibilities of the TENANT

- **Rights**
 - Only the tenants who signed the lease can live in the residence.
 - The landlord cannot raise your rent during the lease.
 - Your landlord cannot kick you out (or “evict”) unless you “materially breach” the lease.
- **Responsibilities**
 - You agree to pay the rent on time and otherwise follow the lease terms.
 - You agree to leave the residence in the same condition as you found it.



Rights and Responsibilities of the LANDLORD

- **Rights**
 - The tenants will pay their rent at regular times
 - No one else will live in the residence except the people who signed the lease.
 - The tenants will follow the lease (and HOA terms), and “return” the residence as it was “delivered.”
- **Responsibilities**
 - The landlord must make the unit fit to live in as of the date of move in, and address/repair problems that arise during the lease.

Security Deposits



Security deposits are strictly regulated by CA law!

- Security deposit v. holding deposit.
- “non-refundable” security deposits.
- Maximum amount landlords can charge (not including pet/WB deposits).
- Limits on how the landlord can spend the deposit:
 - Repairs
 - Cleaning
 - Rent owed

Protect Your Security Deposit!



- Document the condition of the residence **as soon as you move in**. Also do this **before you move out!**
- Take photographs of everything!
 - SLS trick: print the photographs you take, mail them to yourself at your address, and **DO NOT OPEN** the envelope when it arrives!
 - This unopened envelope full of photos is an excellent way to prove the condition of the residence when you moved in.
- Also use an “inspection checklist” (see SLS if not provided by the landlord)

Protect Your Security Deposit! (cont'd)



- Remember to give 30 days prior written notice before the lease ends (A simple, two sentence letter!)
- Ask for a “pre-move out inspection”
- DO the pre-move out inspection! (and document it)
- Do a final inspection!
- Leave your keys and a forwarding address!
- Security deposit refunds: how much and when?

Repairs and Habitability



- The residence must be “habitable,” *i.e.*, fit to live in.
- The landlord must ensure the residence is habitable.
 - The landlord must typically complete and authorize repairs, including substantial defects in the rental unit and non-compliance with state and local building and health codes.
 - The tenant is responsible for paying to repair damages caused by the tenant or the tenant’s family, guests, or pets. The tenant must also generally clean and maintain the residence.
- Small repairs? Check the lease!
- Strategies for addressing repairs: Document it!

Roommates



Roommates are “*jointly and severally liable!*”

- Roommate ≠ Friend!
- You cannot evict your roommates!
- Co-signers are jointly and severally liable too!
- Only people on the lease are permitted to live there; be aware of overnight guest/visitor policies.

Resolving Issues between Landlord and Tenant



Try to work it out informally; if not, sue!!

- **Landlord:**

- May seek an Unlawful Detainer (or “eviction.”)
- May sue for money damages; Sec. dep. is not a cap/max.

- **Tenant:**

- Review rent withholding & deduction remedies.
- Consider small claims court.

Questions?



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