Living Off Campus

LANDLORD-TENANT LAW IN CALIFORNIA
Overview

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

<table>
<thead>
<tr>
<th>Limits on how the landlord can spend the deposit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>○ Repairs</td>
</tr>
<tr>
<td>○ Cleaning</td>
</tr>
<tr>
<td>○ Rent owed</td>
</tr>
</tbody>
</table>
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

<table>
<thead>
<tr>
<th>Roommates are “<strong>jointly and severally liable!</strong>”</th>
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</thead>
<tbody>
<tr>
<td><strong>Roommate ≠ Friend!</strong></td>
</tr>
<tr>
<td><strong>You cannot evict your roommates!</strong></td>
</tr>
<tr>
<td><strong>Co-signers are jointly and severally liable too!</strong></td>
</tr>
<tr>
<td><strong>Only people on the lease are permitted to live there; be aware of overnight guest/visitor policies.</strong></td>
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### Resolving Issues between Landlord and Tenant

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

<table>
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<tr>
<th><strong>Landlord:</strong></th>
<th><strong>Tenant:</strong></th>
</tr>
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<tbody>
<tr>
<td>• May seek an Unlawful Detainer (or “eviction.”)</td>
<td>• Review rent withholding &amp; deduction remedies.</td>
</tr>
<tr>
<td>• May sue for money damages; Sec. dep. is not a cap/max.</td>
<td>• Consider small claims court.</td>
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</tbody>
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Questions?

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