



Neighborhood Legal Services
of Los Angeles County

Housing Rights Workshop

Burbank, CA

Henry Mantel
Pro Bono Coordinator

www.nlsla.org

Overview of Workshop

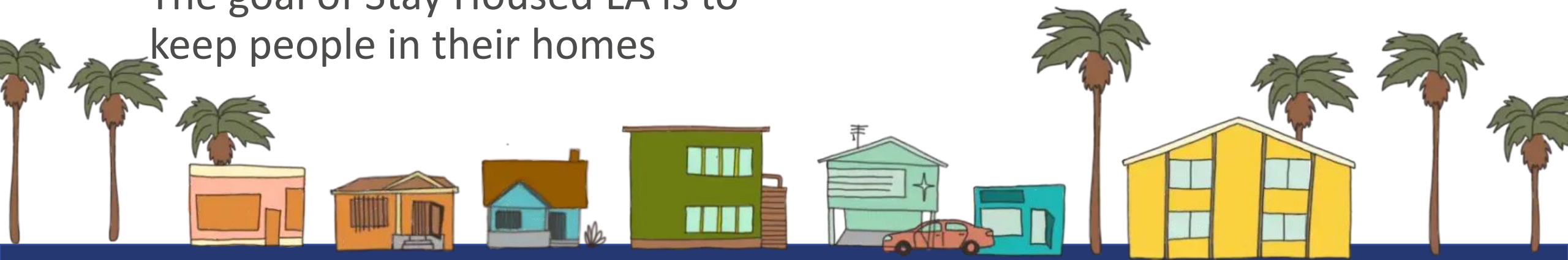
1. Stay Housed LA
2. Evictions and Tenant Protections
3. AB 1482: The Tenant Protection Act of 2019
4. Implied Warranty of Habitability
5. Fair Housing
6. Questions

Stay Housed L.A.



- Stay Housed LA is a county-wide program to educate tenants on their rights and provide legal assistance to those facing eviction
- The goal of Stay Housed LA is to keep people in their homes

- Legal Service Providers:
 - Asian Americans Advancing Justice, BASTA, Bet Tzedek, CLA SoCal, EDN, HRC, ICLC, LAFLA, Mental Health Advocacy Services, NLSLA, Public Counsel
- Website:
<https://www.stayhousedla.org/>



Stay Housed LA Resources

- Workshops
 - <https://www.stayhousedla.org/workshops>
- Legal Aid Referral
 - <https://www.stayhousedla.org/get-legal-help>
- Self-Help
 - <https://www.stayhousedla.org/self-help-eviction-defense>





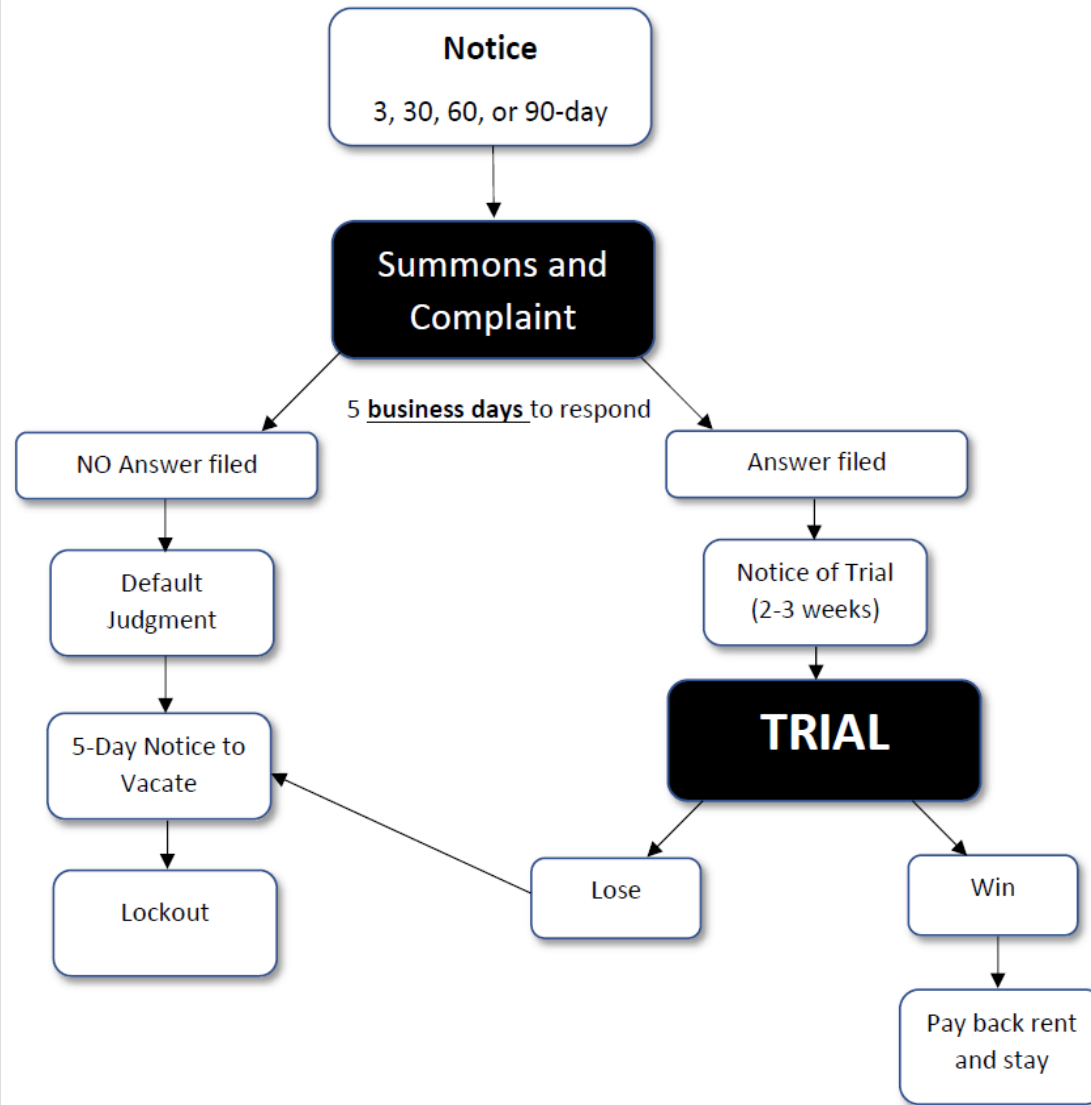
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Evictions and Tenant Protections

The Eviction Process

- An unlawful detainer, or an eviction, is a process by which the landlord attempts to regain possession of the property from a tenant.
- Summary proceeding because what is primarily at issue is the POSSESSION of the property.
- Because it's a “summary proceeding,” it has its own special section in the Code of Civil Procedure: Secs. 1161 – 1179
- UD vs. Forcible Detainer
- Self-Help by landlords is illegal

OVERVIEW OF THE EVICTION PROCESS



THREE DAY NOTICE TO PAY RENT OR QUIT

TO: TENANT

AND ALL OTHERS IN POSSESSION:

YOU ARE HEREBY NOTIFIED that pursuant to the lease or rental agreement under which you hold the possession of the hereinafter described premises, there is now due and unpaid rent in the total sum of:

ONE-THOUSAND DOLLARS (\$ 1000)

representing rent due from MAY 1, 2020 through MAY 31, 2020

YOU ARE FURTHER NOTIFIED that within Three (3) days after service of this Notice on you, you must pay the amount of said rent in full or quit said premises and deliver up possession of the same to the landlord/agent or the landlord/agent will institute legal proceedings for an unlawful detainer against you to recover possession of said premises, to declare said lease or rental agreement forfeited and to recover rent and damages.

YOU ARE FURTHER NOTIFIED that by this Notice the landlord/agent elects to and does declare a forfeiture of said lease or rental agreement if said rent is not paid in full within the said three (3) days. The premises are located at:

ADDRESS

Date: LANDLORD/AGENT

Person to Pay (An Individual's Name)

Address to pay

** Please note: If the address to pay is a Post Office Box, it must be mailed only. No personal delivery.

Phone Number (Payment may be made at any time within the time stated: (Monday through Saturday 8:30 AM through 5:30 PM)

This form was created by: The Law Firm of Dennis P. Block and Associates www.evict123.com (See Other Forms)

Office Phone 1 800 77-EVICT (38428)

At this time we have not been informed that your unit is in need of any repairs. We take our responsibility as a landlord very seriously. If you believe that items need to be corrected, please address those issues in writing and we will immediately inspect and make necessary repairs. Of course, if we do not receive any written repair requests, we will assume that there are no items that need to be corrected at this time.

NOTICE TO QUIT - NUISANCE

TO: And all others in possession

ADDRESS:

NOTICE IS HEREBY GIVEN that within three (3) days after service upon you of this NOTICE, you are required to quit and deliver up possession of the above-described premises to the undersigned or the managing agent, or the undersigned will institute proceedings against you to recover possession of said premises, and TREBLE (RENTS and) DAMAGES.

You are being served with this NOTICE by reason of the fact that you have used the subject premises in a manner constituting a Nuisance, as defined by California Civil Code Section 3478, and contrary to California Code of Civil Procedure Section 1161(4), as follows:

You have disturbed the peaceful and quiet enjoyment of the premises of the other tenants in the building: walking around the property unclothed, knocking on other unit doors, Assaulting the on-site key holder Rafael Mejia and damaging the property. The tampering of the Fire Safety equipment is a violation of the house rules: Section: Fire Safety, line B and your lease: section 10 Paragraph B line 4. These actions are in conduct that constitutes a nuisance.

Your tenancy is terminated as of 08/28/2019. If you remain in possession after that date the landlord will seek to enforce a termination of tenancy by bringing a judicial action at which time you may present a defense.

Dates: 08/01/2019

Witnesses:

You are further notified that the undersigned does elect to declare a forfeiture of your Lease/Rental Agreement under which you hold possession of the above-described premises.

DATED: 6/25/19 Landlord/Owner

EXHIBIT 2

Basics: Terminating the Tenancy: California Code of Civil Procedure §1161

- 7 Reasons to Terminate:
 - 1161(1) – Expiration of the lease
 - 30 Day Notice, or 60 Days if tenant has lived there more than a year. (Civ. Code 1946.1)
 - 1161(2) – Nonpayment of rent
 - 3 Day Notice to Pay or Quit
 - 1161(3) – Breach of the terms of the lease
 - 3 Day Notice to Cure/Perform
 - 1161(4) – Nuisance/Unlawful Use of the Premises
 - 3 Day Notice to Quit
 - 1161(5) – Tenant surrenders the lease
 - 1161a – After sale of a mobile home
 - If you are a renter, up to 30 days notice
 - 1161b – After a foreclosure
 - If you are a renter, 90 Days Notice

Affirmative Defenses

- An affirmative defense is a defense against eviction that a tenant can apply in an unlawful detainer action, either at trial or in a pre-judgment motion
- Common affirmative defenses:
 - Waiver
 - Estoppel
 - Defective notice
 - Breach of Warranty of Habitability
 - Retaliation
 - Discrimination
- Affirmative defenses must be listed in the Answer to be applied at trial

3. **DEFENSES AND OBJECTIONS** (NOTE: For each box checked, you must state brief facts to support it in item 3w (on page 4) or, if more room is needed, on form MC-025. You can learn more about defenses and objections at <http://www.courts.ca.gov/selfhelp-eviction.htm>)
- a. (Nonpayment of rent only) Plaintiff has breached the warranty to provide habitable premises.
 - b. (Nonpayment of rent only) Defendant made needed repairs and properly deducted the cost from the rent, and plaintiff did not give proper credit.
 - c. (Nonpayment of rent only) On (date): _____ before the notice to pay or quit expired, defendant offered the rent due but plaintiff would not accept it.
 - d. Plaintiff waived, changed, or canceled the notice to quit.
 - e. Plaintiff served defendant with the notice to quit or filed the complaint to retaliate against defendant.
 - f. By serving defendant with the notice to quit or filing the complaint, plaintiff is arbitrarily discriminating against the defendant in violation of the Constitution or the laws of the United States or California.
 - g. Plaintiff's demand for possession violates the local rent control or eviction control ordinance of (city or county, title of ordinance, and date of passage):
(Also, briefly state in item 3w the facts showing violation of the ordinance.)
 - h. Plaintiff's demand for possession is subject to the Tenant Protection Act of 2019, Civil Code section 1946.2 or 1947.12, and is not in compliance with the act. (Check all that apply and briefly state in item 3w the facts that support each.)
 - (1) Plaintiff failed to state a just cause for termination of tenancy in the written notice to terminate.
 - (2) Plaintiff failed to provide an opportunity to cure any alleged violations of terms and conditions of the lease (other than payment of rent) as required under Civil Code section 1946.2(c).
 - (3) Plaintiff failed to comply with the relocation assistance requirements of Civil Code section 1946.2(d).
 - (4) Plaintiff has raised the rent more than the amount allowed under Civil Code section 1947.12, and the only unpaid rent is the unauthorized amount.
 - (5) Plaintiff violated the Tenant Protection Act in another manner that defeats the complaint.
 - i. Plaintiff accepted rent from defendant to cover a period of time after the date the notice to quit expired.
 - j. Plaintiff seeks to evict defendant based on an act against defendant or a member of defendant's household that constitutes domestic violence, sexual assault, stalking, human trafficking, or abuse of an elder or a dependent adult. (This defense requires one of the following: (1) a temporary restraining order, protective order, or police report that is not more than 180 days old; OR (2) a signed statement from a qualified third party (e.g., a doctor, domestic violence or sexual assault counselor, human trafficking caseworker, or psychologist) concerning the injuries or abuse resulting from these acts.)
 - k. Plaintiff seeks to evict defendant based on defendant or another person calling the police or emergency assistance (e.g., ambulance) by or on behalf of a victim of abuse, a victim of crime, or an individual in an emergency when defendant or the other person believed that assistance was necessary.

Right of Entry and Voidable Lease Terms

- Landlord's right of entry (Civil Code 1954)
 - LL may enter:
 - In an emergency (Notice NOT required)
 - To make necessary/agreed upon repairs, or to show the apartment (Notice required)
 - Must provide reasonable written notice of intent to enter (24 hours presumed reasonable)
 - Must describe the reason for entry
 - Must be mailed or delivered to tenant. (6 days notice, if mailed)
 - Entry must be during normal business hours
- Lease terms that are void as against public policy (Civil Code 1953):
 - Waiver of tenant's rights regarding security deposits or landlord entry.
 - Waiver of tenant's right to sue the landlord for future claims.
 - Waiver of tenant's right to a notice or hearing required by law.
 - Waiver of procedural rights in any action involving tenant's rights or obligations.
 - Waiver of landlord's duty of care to prevent personal injury or property damage.

Laws Based on Housing Receiving Government Funding

- Public Housing (Government owns the building) – Look to the rules/administrative plan of the agency that owns the building.
- Section 8 Projects (The “Unit” is affordable) 24 CFR Part 983
- Section 8 Vouchers (The “Person” carries affordability with them) - 24 CFR Part 982
- Low Income Housing Tax Credit (IRS/CTCAC)
 - Rent amount tied to income brackets.
 - Requirement for good cause for evictions. (IRS Rev. Ruling)



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AB 1482: The Tenant Protection Act of 2019

What is the TPA?

- State-wide just-cause protections and rent control
 - Landlords must show “just cause” to terminate the tenancy. (Civil Code 1946.2)
 - Landlords are limited in how much they can raise rent annually (5% + % change in CPI OR 10%, whichever is lower). Civil Code 1947.12.
 - Adding on extra fees and costs would be considered a rent increase
 - Charging tenants for common area utilities probably counts
 - Applies (basically) to any property with 2 or more rental units (not including owner’s unit), built within last 15 years.
 - Exceptions (Civil Code §1946.2(e))
 - Single-family homes owned by an individual OR owner-occupied
 - Dormitories
 - Certain affordable housing

Just-Cause Protections

- At-Fault Just Causes
 - Non-payment of rent
 - Breach of lease
 - Nuisance
 - Committing waste
 - Refusal to execute an extension of an expired lease
 - Criminal activity
 - Improper subletting
 - Refusal to allow proper entry
- No-Fault Just Causes
 - Intent to occupy by owner or owner's direct family
 - Withdrawing property from rental market
 - Government order
 - Demolish or substantial remodel
- No-fault requires relocation assistance equal to one month's rent

Burbank Urgency Tenant Protection Ordinance Passed 9/12/23, Effective Immediately

Heightened Just-Cause Protection

- Extra requirements for evictions based on intent to demolish or substantially remodel property
 - Permits must be secured
 - Tenant has been provided with the permits
 - Tenant provided with account of scope of work, why they need to move, and why it will take more than 30 days

Heightened Relocation Assistance

- Landlords are now required to provide relocation assistance equal to at least three (3) months of rent in No-Fault evictions when the just cause is to demolish or substantially remodel the property



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Implied Warranty of Habitability

What is the Warranty of Habitability?



- A landlord has a duty to maintain the leased premises so that they are fit for human habitation
- The warranty is implied, regardless of what the lease or rental agreement says
- The warranty cannot be waived, explicitly or implicitly
- Breach of the Warranty may be a defense to eviction

Habitability Standards

- Webster’s Dictionary: “capable of being lived in, suitable for habitation”
- **Untenantable dwellings** “substantially lacks any of the following affirmative standard characteristics or is a residential unit described in Section 17920.3 or 17920.10 of the Health and Safety Code:
- Civil Code Sec. 1941.1

BREACH OF WARRANTY OF HABITABILITY

- 1 The amount of rent demanded in the notice, and/or the daily rental value demanded in the complaint is excessive because landlord has failed to provide a tenantable dwelling as follows, of which the
- 2 landlord had actual and/or constructive notice and which are listed by way of example and not limited to:
- 3 Damp/leaking ceiling/walls Missing/broken smoke detectors
- 4 Hole(s) in walls/floor/carpet Infestation of roaches/rodents/insects/vermin
- 5 Falling Plaster/peeling paint Common areas unclean
- 6 Lack of/inadequate heat Inadequate trash collection
- 7 Lack of/inadequate hot water Unsafe stairways/railings
- 8 Missing/torn window screens Inadequate security/locks
- 9 Missing/broken windows Defective electrical/wiring
- 10 Defective/leaking plumbing Mold
- 11 Other: Other:

Tenant options

- Inform the Landlord
 - Repair and Deduct
 - Withhold rent
 - Report to a government agency
 - Move out / Constructive Eviction
 - File suit against Landlord
- Retaliatory Evictions
 - Landlords cannot retaliate against tenants who report unsafe or illegal conditions
 - Attempts to evict within 180 days of tenant reporting conditions to landlord or government presumed retaliatory



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Fair Housing

Protections Against Discrimination

- Against Private Parties:
 - Unruh Civil Rights Act (Civil Code Sec. 51)
 - FEHA (Fair Employment and Housing Act (Gov. Code Sec. 12955))
 - Fair Housing Act (42 U.S.C. Secs. 3601, 3604)
 - Note: FEHA and FHA do not apply to certain homes occupied by owners with less than a certain number of units. Unruh applies to every landlord.
- Prohibiting Discrimination in Government Funded Programs
 - Government Code 11135 (California)
 - Title VI of the Civil Rights Act of 1964 (Federal)
 - Section 504 of the Rehabilitation Act of 1973 (Federal)
- Americans with Disabilities Act (Federal)

Unruh Civil Rights Act

- “All persons within the jurisdiction of this state are free and equal, and no matter what their **sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status** are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.”
- Basic civil rights law of the state.

FEHA (Gov. Code Secs. 12927, 12955)

- Unlawful for the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, gender, **gender identity, gender expression**, sexual orientation, marital status, national origin, ancestry, familial status, **source of income**, disability, veteran or military status, or genetic information of that person
- Source of Income discrimination
 - A landlord **cannot** refuse to accept a tenant based on source of income, such as Section 8
 - **HOWEVER**, a landlord can **inquire** as to a tenant's source of income
- Discrimination includes:
 - refusal to sell, rent, or lease housing accommodations;
 - refusal to negotiate for the sale, rental, or lease of housing accommodations
 - representation that a housing accommodation is not available for inspection, sale, or rental when that housing accommodation is in fact so available;
 - provision of inferior terms, conditions, privileges, facilities, or services;
 - Harassment;
 - Cancellation or termination of a sale or rental agreement;
 - Segregated or separated housing accommodations;
 - Refusal to permit reasonable modifications of the premises if the modifications are necessary to afford a disabled tenant full enjoyment of the premises,
 - Refusal to make reasonable accommodations in rules, policies, practices, or services when necessary to afford a disabled person equal opportunity to use and enjoy a dwelling.

Disability Discrimination

- Landlords are required to make “reasonable accommodations” to tenants with disabilities
 - So long as they do not create an undue burden on the landlord
- A disability can be anything that substantially limits a person’s major life activities
- Discrimination can be a defense against eviction



Government Agency Enforcement

Agency	Number of Units	Location	Substance
County of L.A. Department of Public Health	Any	County	<ul style="list-style-type: none">Health: rodents, mold, lead, CO2, etc.
California Civil Rights Department	Any	State of California	<ul style="list-style-type: none">Discrimination
Burbank Housing Authority / HUD	Any	City / Federal	<ul style="list-style-type: none">Section 8, public housing
Environmental Protection Agency	Any	Federal	<ul style="list-style-type: none">Lead safe repairs



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Questions?



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NLSLA Hotline

(800) 433-6251

StayHoused LA Hotline:

1 (888) 694-0040

www.nlsla.org