



20 Most Frequently Asked Landlord-Tenant Questions



This summary is provided by the Landlord-Tenant Commission and the City of Burbank so that residential landlords and tenants in the community are educated and knowledgeable of their legal roles, responsibilities and rights. Information and answers have been obtained from the California Tenants Handbook – A Guide to Residential Tenants’ and Landlords’ Responsibilities (CA Handbook). Please refer to the handbook for specific and detailed information. A PDF version of the CA Handbook is available at <http://www.dca.ca.gov/publications/landlordbook/catenantpdf>.

*The Landlord-Tenant Commission
Meets the first Monday of the Month
6:15 p.m. in Room 101 of the Community Services Building
150 N. Third Street
Burbank, CA 91502*

LEASES, RENTAL AGREEMENTS AND DOCUMENTATION

1. What is a lease/rental agreement, and why is one important?

A lease is a legal contract that a tenant and landlord are bound to until it expires. It outlines critical information such as monthly rent, security deposits, rent increases and tenant or landlord responsibilities, to name a few things. Most issues can be avoided by following the lease, and most tenant questions can be answered by the lease. (CA Handbook pages 15-18).

2. What is a sublease?

A sub-lease is a separate rental agreement between the original tenant and a new tenant who may move-in temporarily, or someone who moves in with the original tenant and shares the rent. In most leases, a sub-lease is not allowed. Tenants should check their lease before entering into a sub-lease as a landlord has the authority to evict anyone that claims to have a sub-lease that is not allowed by a lease. If a sub-lease is allowed and executed, the original tenant is still solely responsible for paying the rent to the landlord (CA Handbook pages 35-36).

3. Can a landlord change the terms of a rental agreement?

A landlord can make changes to the lease agreement with proper notice (usually 30 days), if the lease states that changes can be made. For example, if the rental agreement allows for rental increases, then the landlord may do so with proper advance written notice. In a

month-to-month rental agreement, the landlord usually gives 30-days advance written notice of a rent, parking or other increase (CA Handbook pages 16-18).

4. What are shared utilities?

If the utility meter for a rental unit is shared with another unit or another part of the building, then the landlord must reach an agreement with the tenant as to who will be paying for the shared utilities. This arrangement should be written in the lease agreement (CA Handbook page 22).

5. Why is documentation important?

The Landlord-Tenant Commission recommends tenants enter into a written rental or lease agreement with their landlord. A rental or lease agreement should be seen as establishing a respectful business agreement between a landlord and tenant. Again, most issues can be avoided with a proper rental or lease agreement. Furthermore, a tenant should keep that agreement handy for easy reference when questions arise. Finally, tenants should keep documentation on discussions, disputes or perceived retaliation actions as explained later in this summary.

RENT CONTROL AND RENT INCREASES

6. What is rent control and does the City of Burbank have rent control?

Some California cities have rent control ordinances that limit or prohibit rent increases. The City of Burbank does not have rent control. For additional information on rent control in other communities, please refer to page 27 of the CA Handbook.

7. How often can rent be increased?

If a tenant has a lease, rent increases cannot be made until the expiration of the lease. If a tenant has a month-to-month (or other periodic) rental agreement, a landlord has the right to increase the rent with proper advance written notice at any time. A landlord must give at least 30 days advance written notice if the rent increase is 10 percent or less. A landlord must give at least 60 days advance written notice if the rent increase is greater than 10 percent (CA Handbook page 31).

SECURITY DEPOSITS

8. When should a security deposit be refunded?

A landlord must mail or personally deliver to a former tenant a full refund of a security deposit within 21 days after a tenant moves. If a full refund is not remitted, an itemized

statement that lists the amounts of any deductions from the security deposit, and the reasons for the deductions (with receipts) must be included. A tenant may request a “walk through” with the landlord prior to move out to get an idea of any charges that may be deducted from the security deposit (CA Handbook page 53).

9. Can a security deposit be increased after moving in?

A lease or rental agreement will state if a security deposit can be increased. In addition, the law limits the total amount that the landlord can require a tenant to pay as a security deposit. The total amount depends on whether the rental unit is furnished (deposit would be triple the current monthly rent) or unfurnished (deposit would be double the current monthly rent). For more information, please see the CA Handbook, page 31.

10. Can a tenant use the security deposit for the last month’s rent?

Some landlords will require last month’s rent as part of the security deposit or at the time the security deposit is paid. If that is not the case, a tenant should review their rental or lease agreement to see if any portion of the security deposit may be used as the last month’s rent (CA Handbook pages 52-53).

11. What happens to the refund of a security deposit after the sale of a building?

When a building is sold, the selling landlord must do one of two things with the tenants’ security deposit: (1) transfer the security deposits to the new landlord; or (2) return the security deposits to the tenants (with deductions as outlined in Number 8 of this Summary) following the sale. However, in the second scenario, the new landlord can and may collect new security deposits from the tenants (CA Handbook pages 63-64).

TERMINATION OF LEASE AND/OR EVICTION

12. When can a landlord end a tenancy?

A landlord can end a month-to-month tenancy by properly giving the tenant either 30 days or 60 days advance written notice. The notice given is dependent on various factors including length of tenancy in the unit. Thirty (30) days’ notice is required if the tenant has lived in the rental unit for less than one year, and 60 days’ notice is required if the tenant has lived in the unit for more than year. However, a landlord may also issue a three-day eviction notice if the tenant has violated certain rules or obligations (CA Handbook pages 50-51, 67-74).

REPAIR RESPONSIBILITY

13. When can a landlord enter the rental unit?

A landlord or the landlord's agent must give reasonable advance notice in writing before entering the unit and may only do so during normal business hours. California law considers 24 hours' notice to be reasonable. In an emergency, and other specific circumstances, advance written notice is not required (CA Handbook pages 33-35).

14. Who is responsible for repairs?

The landlord is legally responsible for repairing conditions that affect the rental unit's habitability. Furthermore, the unit must comply with state and local building and health codes. On the other hand, tenants are solely responsible for repairs to damages and defects caused by them. The landlord is not responsible for repairs to a unit caused by the tenant (CA Handbook pages 37-42).

15. Who can tenants contact if a rental unit has defects that are harmful to their health?

A landlord is required to rent a unit that is "habitable." "Habitable" means that the rental unit is fit for occupancy by human beings and that it complies with state and local building and health codes (CA Handbook pages 36-40). A tenant may contact the City of Burbank, Building Division at (818) 238-5280 for further information and help, and/or the Los Angeles County Health Department at (818) 557-4187.

16. What if a landlord is not responsive to a tenant's needs?

If tenants have any complaints about the unit they occupy, it is important they document the complaint and make sure to communicate with the landlord both by telephone and in writing about the complaint(s). With this documentation, the tenant will have records of the complaints that may serve as evidence in the future if no action is taken towards resolving a tenant's problem or concern. A tenant may contact the San Fernando Valley Fair Housing Council at (818) 373-1185 and/or the Housing Rights Center at (800) 477-5977 for additional information.

HARASSMENT, RETALIATION AND DISCRIMINATION CONCERNS

17. What rights does a tenant have if a landlord is seeking retaliatory actions and/or is harassing?

If a tenant feels a landlord is retaliating or harassing them, the first step is to consult the CA Handbook (pages 79-80). Key to any dispute is to maintain a comprehensive accounting of all retaliatory actions. Similarly, documentation of any incident of harassment is critical in

order to prove potentially unlawful treatment. When documenting retaliation or harassment incidents, key components to include are: date, time, and place of incident; names, addresses, and phone numbers of those involved (including possible witnesses); and a detailed explanation of what occurred. While the information in the CA Handbook is helpful, the tenant may wish to seek the advice of an attorney or ask the Landlord-Tenant Commission for suggestions or help with mediation.

18. What rights does a tenant have in regards to unlawful discrimination by a landlord?

It is unlawful for a landlord, managing agent, real estate broker, or salesperson to discriminate against a person or harass a person because of the person's race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability. Furthermore, a landlord cannot discriminate on the basis of medical condition or age. If a tenant has been a victim of housing discrimination, there are several legal remedies. Depending on the severity of the situation, a tenant may wish to immediately contact the San Fernando Valley Fair Housing Council at (818) 373-1185 and/or the Housing Rights Center at (213) 387-8400 for assistance (CA Handbook pages 12-15). The Landlord-Tenant Commission is also a helpful resource for discussing emerging issues and concerns.

FORECLOSURE AND LEGAL MATTERS

19. What happens if a tenant lives in a unit which is to be sold in foreclosure?

Federal law now requires that a tenant be given 90-days written notice to vacate the unit. Under the 2009 "Protecting Tenants at Foreclosure Act," a buyer of foreclosed property must honor the lease until the end of the lease term; unless the buyer will be moving in and using the property as the buyer's home. This law is also true for tenants with Section 8 vouchers¹ (CA Handbook page 48).

20. What is an unlawful detainer lawsuit?

If a tenant does not voluntarily move out after their landlord has properly given the required notice, then the landlord can evict the tenant by filing an unlawful detainer lawsuit in Superior Court. An unlawful detainer lawsuit is meant to resolve an issue of eviction in a short period of time, which is why the tenant will usually have only five days to respond after being served with the summons (CA Handbook pages 72-73).

¹ The Section 8 Voucher Program provides rental assistance to very low-income renters. The Burbank Housing Authority administers this federal program and pays a portion of the rent directly to the landlord. For more information, please visit http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_indian_housing/programs/hcv.

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Hard copies of the CA Handbook can be ordered free of charge by calling the Department of Consumer Affairs Publications Hotline at **(866) 320-8652** or **(800) 952-5210**.

A hard copy of the CA Handbook is also available for pick-up at the Community Development Department (reproduction costs may apply), located in the **Community Services Building at 150 N. Third Street, Second Floor, Burbank, CA 91502**. Office hours are Monday – Thursday 8:00 a.m. – 5:30 p.m. and Friday 8:00 a.m. – 5:00 p.m. The office number for the Housing Authority is (818) 238-5160.

Visit the Housing and Economic Development Division website to get additional information related to housing at <http://www.burbankca.org/housingandeconomicdevelopment/index.html>.