



**Project
Sentinel**

**Fremont Fair Housing and
Landlord/Tenant Services
administered by Project Sentinel
Family Resource Center
39155 Liberty Street, Suite D440
Call 510 574-2270
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Landlord Rights & Responsibilities



Landlord Duties

1. Duty to provide “**habitable**” housing
(in compliance with health and safety laws)
2. Duty to provide “**Quiet enjoyment**”
(respect privacy, do not allow nuisance)
3. Duty to refund or account for **security deposit**

Landlord Rights & Responsibilities



Landlord Rights

1. Right to **enforce** the terms of **rental agreement** (rent payments, care of unit, landlord's right of entry, other agreed terms)
2. Right to **end tenancy** (not for cause) with certain exceptions)

Landlord Responsibilities (Duties)



Provide “**Habitable**” housing (capable of being lived in)- functional, safe and secure

Essential requirements:

- Plumbing, heating, electrical, weatherproof
- No infestations (bed bugs, cockroaches, rodents)
- Secure (lockable) doors and windows (w/screens)
- “Amenities” not required (stoves, refrigerators, etc.)

Landlord Responsibilities (Duties)



Risks of Not Providing Habitable Housing

- If no response to repair requests within a “reasonable time,” Tenant may use remedies:
 1. Repair & deduct, Rent withholding, or Move out
 2. City of Fremont Code Enforcement (other issues often found)
 3. Habitability lawsuit

Landlord Responsibilities (Duties)



Provide “**Quiet Enjoyment**”

(privacy & free of nuisance)

1. Duty to respect privacy (Tenant has “exclusive use” - right to exclude everyone including Landlord unless proper notice of entry is served)
2. Duty to not allow “nuisance” – anything that interferes with Tenant’s use and enjoyment of property (noise, smoking, etc.)

Landlord Responsibilities (Duties)



Security Deposits

- Refund or accounting must be mailed within 21 days of Tenant move-out (even if no refund owed or new address unknown)
- Accounting must include receipts, invoices, or other documentation (if deductions over \$125)
- Charge only for actual damage, not “normal wear and tear” (damage involves tenant misuse)

Landlord Responsibilities (Duties)



Security Deposits

- Damage charges should be reduced according to “useful life rule” (depreciation)
- Cleaning charges should be based on level of cleanliness at beginning of tenancy

Risks of non-compliance:

- Small claims court
- “Bad-faith” penalty (2x deposit) in addition to deposit

Landlord Rights



Right to Enforce Terms of Rental Agreement

- Receive full rent payment on time
- Rental unit kept clean and safeguarded
- Landlord allowed to enter after proper notice (for necessary or agreed repairs, to show unit)
- Other agreed terms (smoking, pets, etc.)

Landlord Rights



Right to Enforce Terms of Rental Agreement

Enforcement methods:

- Warning notice (often used, not required)
- 3-day notice to pay or quit
- 3-day notice to perform covenant or quit
- 3-day notice to quit (sublease, waste, nuisance, illegal activity)
- Eviction (unlawful detainer)

Landlord Rights



Right to Terminate Tenancy (not for cause)

- 30/60/90-day notice (month-to-month)
- When fixed-term lease ends
- No stated reason for termination required

Exceptions (illegal reasons):

- Discrimination
- Retaliation against Tenant for the exercise of any legal right (Rent Review, code enforcement)

New Landlord-Tenant Laws



New Laws 2018

Immigrant Tenant Protection Act

- Prohibits inquiry about immigration or citizenship status of tenant or prospective tenant
- Prohibits disclosure, or threats to disclose immigration or citizenship status for harassment, intimidation, retaliation, or to influence a tenant to vacate a unit

New Landlord-Tenant Laws



Bed Bug Law

- Prohibits showing/renting a unit that the landlord knows has a current bed bug infestation
- Prohibits retaliation against a tenant who has notified the landlord of a bed bug infestation
- Requires written notice to tenants about bed bug identification, behavior, biology, prevention, treatment, and the procedure to report suspected infestations to the landlord

New Landlord-Tenant Laws



New Laws 2019

Calculation of 3-Day Notices and Summons

(effective September 1, 2019)

- Saturdays, Sundays, and Judicial holidays are excluded when counting 3-day notices to pay rent or perform covenant
- Does NOT apply to other notices
- Applies to 5-day period to respond to eviction summons

New Landlord-Tenant Laws



Third Party Payments (Amends Civil Code 1947.3)

- Landlord must allow at least one form of payment that is neither cash nor electronic transfer
- Cannot require payment only in cash unless check bounced
- Landlord must accept rent payment through 3rd party if Payor signs a statement that they are not a tenant of Landlord

New Landlord-Tenant Laws



Domestic Violence Law Amendment

- Rental agreement must not limit or prohibit a tenant's right to summon law enforcement or emergency assistance if necessary to prevent or address abuse, crime, or emergency
- Prohibits Landlord from imposing or threatening to impose penalties in this situation
(Tenant locked out after ambulance called)

Any Questions?



- We provide general information on rights and responsibilities, NOT specific legal advice
- Counseling is confidential, free, and neutral
- We help you understand and resolve your own issues
- Counseling by phone, email, and in person
- Call 510-574-2270; or
- Email: Fremont@housing.org