



**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
Email: Fremont@housing.org**

Tenant Rights & Responsibilities



Tenant Rights

1. Right to “**habitable**” housing (safe & healthy)
2. Right to “**Quiet enjoyment**”
(privacy respected; free from nuisance)
3. **Security deposit refund** or accounting (21 days)
4. Right to **valid notice** of change of terms
(rent increase; termination of tenancy)
5. Exercise all rights **without retaliation**

Tenant Rights & Responsibilities



Tenant Responsibilities

1. **Comply with terms of rental agreement**
(rent payments, care of unit, no disturbances, no sub-tenants, other agreed terms)
2. Provide at least **30 days notice** before moving
(MTM tenancy, even verbal agreements)

Tenant Rights



“**Habitable**” housing is functional, safe and secure

Essential requirements:

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

Tenant Rights



Remedies for non-habitable housing

- If no response to repair requests within a “reasonable time,” Tenant may:
 1. Repair & deduct, Rent withholding, or Move out (Only for serious repairs, not T-caused, after notice & reasonable time); Risks?
 2. Call Fremont Code Enforcement (City forces owner to do repairs)
 3. Habitability lawsuit (compensation for unfit rental)

Tenant Rights



Implied in all rental agreements is the
“Covenant of Quiet Enjoyment”

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

Tenant Rights



Remedies for Quiet Enjoyment violations

1. **Privacy** – Landlords must provide valid notice of entry, otherwise, Tenants may refuse entry (Notice must include purpose, date, approximate time)
2. **Nuisance** – If a landlord fails to stop an ongoing nuisance, the tenant can try mediation or file a claim in small claims court against:
 - Landlord (for reduced value of unit)
 - Person causing nuisance (hard to prove, subjective)

Tenant Rights



Security Deposits

- Refund or accounting must be mailed within 21 days of Tenant move-out (mailed to last known address or by email if tenant agrees)
- Accounting must include receipts, invoices, or other documentation
- Charges only for actual damage, not “normal wear and tear” (damage involves tenant misuse)

Tenant Rights



Security Deposits

- Damage charges should be reduced according to “useful life rule” (according to expected lifespan of item, generally 5 or 7 years for carpet, blinds, etc.)
- Cleaning charges should be based on level of cleanliness at beginning of tenancy (often disputed, some landlords automatically charge for cleaning regardless of condition)

Tenant Rights



Security Deposits

Remedies for landlord non-compliance:

- Mediation (voluntary, mediator helps parties try to find their own mutual agreement, a decision is not imposed) [SEEDS Community Resolution Center - 510-548-2377]
- Small Claims Court (Court issues a definite decision a few days after hearing, simple procedures, no attorneys allowed) [For extreme cases, “Bad-faith” penalty available (2x deposit + amount of deposit due)]

Tenant Rights



Right to valid notice of change of terms

- Termination of tenancy - 30/60* day written notice required (only for MTM, not for leases)
- No stated reason for termination is required (but terminations motivated by discrimination or retaliation are illegal)
- Rent increases - 30/60 day written notice required (only for MTM, not for leases) + RRO notice
- Other changes - 30 day written notice required

Tenant Rights



Tenants are protected from retaliation for exercising any legal rights

- Habitability complaints, including bed bugs
- Use of any remedy provided by Rent Review Ordinance
- Tenant organizing or advocacy
- “Exercised any rights under the law” (CC 1942.5)

Tenant Responsibilities



Comply with Terms of Rental Agreement

- Pay rent on time
- Do not create nuisance or other disturbance
- Rental unit kept clean and protected* (notify landlord of needed repair to avoid further damage; T may be reluctant out of fear of rent increase)
- Allow landlord to enter after valid notice
- No sub-tenants unless landlord agrees
- Other agreed terms (smoking, pets)

Tenant Responsibilities



How Landlords Enforce Terms of Rental Agreement

- 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)

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