

Renting



A User Manual



Introduction

Better Information, Better Choices

Whether you're renting your first apartment, moving to a new city or just want to move closer to friends or work, one of the most important decisions you'll make is where you're going to live.

Renting an apartment can provide a quick, easy and affordable way to make your dream of a new home come true.

Like other important purchases, however, the more information you have, the better decisions you can make. That's why we prepared this brochure. We're the California Apartment Association, the nation's largest statewide rental property association, with 19 local Chapters and Divisions throughout California, representing more than 50,000 rental property owners, management professionals, and apartment builders who operate 2 million housing units statewide.

We want to make sure your experience as a renter is as enjoyable and hassle-free as possible. CAA members are committed to maintaining the highest professional standards. Our members support a stringent Code of Ethics and strongly endorse the Residents' Bill of Rights.

We hope this guide will help you find the apartment that's right for you.

Importance of Rental Housing to California

According to a report by the California Department of Housing and Community Development, about 7 million households — or 43% of the State's population — are renters.

Renters make up a significant part of households in all regions of the State and come from every social and economic group.

Most people choose renting because it's affordable, easy, and flexible.



Apartment: also known as Rental Home or Rental Property.

Residents' Bill of Rights



As members of the California Apartment Association, we take pride in providing quality rental homes for our residents. We value our residents and recognize our partnership with them in maintaining the rental housing industry. We believe residents should be aware of their rights in this partnership. Therefore, know that:

- A Resident has the right to be given notice prior to any entrance into a rental residence by a rental property owner or manager, except in an emergency.
 - A Resident has the right, upon written request to the rental property owner or manager, to a prompt response to requests for repairs.
 - A Resident has the right to a written notice from the rental property owner or manager prior to any rent adjustment.
 - A Resident has the right to the return of any unused security deposit that may have been collected by the rental property owner or manager and a good faith accounting of any charges against that deposit within 21 calendar days after the rental residence has been vacated.
- A Resident has the right to be treated fairly and equitably when applying for, living in, and vacating a rental residence.

Before You Rent

Tips for Renters



How Much Apartment Can I Afford?

There is no hard and fast rule about how much rent you can afford. The amount varies depending on what region you live in, how much money you make, what other financial obligations you have (utilities, credit cards, car payments, student loans, etc.), what kind of credit you have and whether or not someone else (like your parents) is paying or guaranteeing your rent. The same holds true for any roommates you might have. A reasonable figure is somewhere between 30 to 40 percent of your income.

Where Do I Want to Live?

When beginning your search for a new home, make a list of what you are looking for in an apartment. How many bedrooms do you need? Do you need laundry facilities? Parking? Storage? How far is it from your work or school?

You can find apartment listings many different ways. If you already know the neighborhood or apartment community you want to live in, just contact the landlord directly. The daily newspaper, the campus housing office, monthly apartment guides or the Internet are great sources, too. Another way is to ask friends or family for referrals.

Look over any property that you are considering and see how well it is maintained. Are the grounds clean and litter-free? Is the landscaping well-trimmed and

healthy? Are the buildings and grounds well-lit?

When touring the apartment and grounds, listen for excessive noise or other disturbances that could be a problem for you. If possible, talk to people who live there to get their opinion.

Drive around the neighborhood during the daytime and the nighttime.

Meeting the Leasing Agent/ Manager/Owner

Keep in mind that the apartment manager, owner or leasing agent is just as interested in renting you an apartment as you are in renting one. It is important to be clear about your needs and to get all your questions answered.

- Be prepared to provide information and verification regarding your job, your income, and your past rental history.
- Make sure you are dressed in clean, neat clothing. Treat this like a job interview. You want to make a good impression.
- Be polite and respectful of the manager's time. Arrive on time for any appointment you make.

Rental Application Process

Before renting to you, most landlords will ask you to fill out a written rental application form. A **rental application**

Landlord:
also known as
leasing agent,
apartment
manager,
property man-
ager or owner.



is different from a **rental agreement**. The rental application is like a job or credit application. The landlord will use it to help decide whether to rent to you.

A rental application will usually ask for the following information:

- The names, addresses, and telephone numbers of your current and past employers and landlords;
- The names, addresses, and telephone numbers of people you can use as references;
- The names of the individuals who will be occupying the apartment;
- Your social security number;
- Your driver's license number or government-issued photo ID;
- Your credit card information;
- How much money you earn;
- Source of income (e.g. child support, salary, parental support, etc.)

Credit Report/ Typical Questions

The landlord may also ask for authorization to get a copy of your **credit report**, which will show him/her how you have handled your financial obligations in the past. A landlord will prefer to rent to someone who has a good history of paying rent and other bills on time.

The landlord CAN ask you questions such as the following:

- What kind of job do you have and how long you have worked there?
- How much money do you earn and how often are you paid?
- How many people will be living in the apartment?

The landlord CANNOT ask you about the following:

- Your race, ethnicity or national origin;
- Your religion or religious beliefs;
- Your gender, sexual orientation, or marital status;

- Your age or whether you have children under age 18 living with you;
- Whether you have mental or physical disabilities.

Application Screening Fees

When you give the manager or owner a completed application, he/she may charge you and anyone else named on your rental agreement a fee to cover the cost of obtaining a credit report and verifying the information on your application. The application fee is set by law and is adjusted with inflation. In 2004, it should be under \$35.

The landlord cannot charge you an application fee when he/she knows that there are no vacancies, unless the applicant agrees in writing.

Before paying the application fee, ask:

- How long will it take the landlord to review the credit report and decide whether to rent to you?
- Is the fee refundable if the credit check takes too long and you rent another place instead?

Credit Issues

If you're just starting a new household, you may not have established any credit history. Likewise, if you've had problems in the past, you might have poor credit. If that's the case, ask the landlord if he/she will accept a "guarantor" to co-sign the rental agreement. By doing so, the "guarantor" is agreeing to pay the rent if you don't. Keep in mind, though, landlords are not required to accept a guarantor.

Security Deposits

A landlord will probably ask you to pay a security deposit as a condition of renting the apartment. The security deposit can be no more than two times the monthly rent if the apartment is unfurnished, and no more than three times the monthly rent if the apartment is furnished. All deposits, such as last month's rent, cleaning deposits, key deposits, and pet deposits, are part of the security deposit.

A waterbed deposit, however, in an amount equal to one-half of one month's rent may be added to the limits stated above.

Roommates

Any roommate should sign the same rental agreement you did. Be careful whom you choose – you are "jointly and severally responsible," that is, you are each individually responsible for paying the entire rent, even



Before You Sign

Tips for Renters

if your roommates fail to pay their share.

You must notify the landlord when any roommate on your rental agreement moves out. If you wish to have a new roommate, the landlord will probably require that you receive his/her permission prior to moving in and require them to complete an application and rental agreement.



Pets

A landlord may refuse to rent to you if you have a pet, or may restrict the size of pets, and may also charge you an additional security deposit if you have a pet.

Rental Agreements

Before you can rent an apartment, you and the landlord will sign a rental agreement that provides you and the landlord with the “ground rules” of your relationship. While an agreement may be oral, you should always ask for a written agreement.

A **month-to-month rental agreement** means that you will live in the apartment and pay rent on a monthly basis. A landlord is required to give you thirty days’ (30) notice before asking you to move out, unless you have lived there one year or more. In that case, you must receive 60 days’ notice. On a month-to-month arrangement, you may also move out after giving 30 days’ written notice.

A **lease** is another form of rental agreement. It states the length of the rental term, generally six months or one year. You will still pay the rent on a monthly basis but, generally speaking, you may not move out or break the lease before the term is complete.

There are some advantages to having a lease. For example, the lease establishes the terms, such as the amount of the rent, which cannot change while the lease is in effect. The landlord cannot ask you to leave during the lease, unless you do things like fail to pay your rent, violate the terms of your lease, or generally fail to abide by the rules set up for the apartment community.

The disadvantage of a lease is that if you need to move, a lease may be difficult for you to break, especially if another person can’t be found to take over your lease. If you move before the lease ends, the landlord may have a claim against you for the remainder of the rent for the rest of the lease, or until a new resident moves in.

Holding Deposits

Some landlords prefer to take a “holding deposit” from prospective residents to show that the residents are sincerely interested in the apartment. In California, there is no such thing as a non-refundable deposit. However, an owner who has taken the apartment off the market and held it for the prospective resident (presumably turning away other applicants), can deduct a reasonable amount from the deposit to cover costs of keeping the apartment vacant (usually in the form of a daily rental charge) or costs associated with advertising stops and starts.

Residents With Special Needs

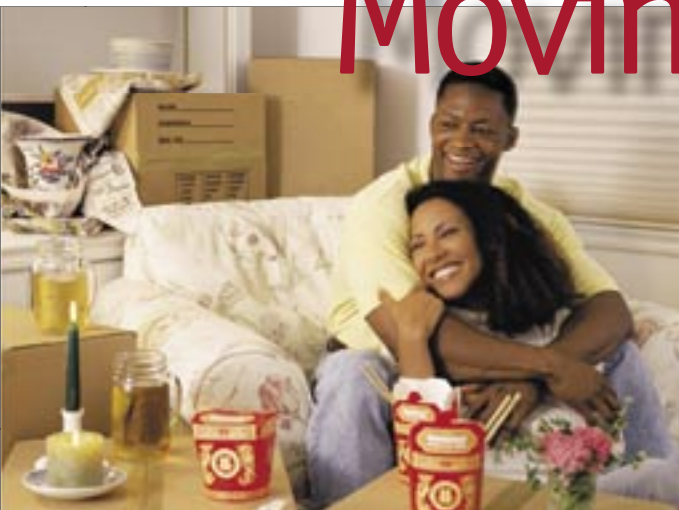
Individuals with physical and mental disabilities have the right to rent housing free from **discrimination**. A landlord must use the same criteria for the selection of disabled and non-disabled residents. It is illegal for landlords to refuse to rent to an individual because the person has a disability, or to claim that there are no vacancies, when there actually are.

Equal access to housing for disabled persons includes the right to keep a guide dog or service animal, even if animals are not ordinarily allowed on the property. You also can’t be charged a deposit for a service animal.

You have the right to make reasonable modifications to the rental property (at your own expense) to accommodate your disability. You must restore the property to its pre-existing condition when you leave, if the modifications will create a problem for the next resident. Talk to your landlord first.

A person who is discriminated against by a landlord because of his/her disability may contact the State Department of Fair Employment and Housing to file a complaint. The phone numbers are listed in the back of this brochure.

Moving In



Inspecting the Apartment Prior to Move In (What to Look For)

Before you decide to rent, you should carefully inspect the apartment with the landlord. Make sure that the apartment has been well-maintained. Ask the landlord to use a written check list so you both agree on the condition of the apartment before you move in. Look for the following problems:

- Cracks or holes in the floor, walls, or ceiling.
- Signs of leaking water or water damage in the floor, walls, or ceiling.
- Leaks in bathroom or kitchen fixtures.
- Any signs of mold or pests.
- Lack of hot water.
- Inadequate heating or air conditioning.
- Damaged flooring.

Ask for a copy of the check list after it's complete. Save it for when you move out.

Renters' Insurance – Benefits of Coverage

You should seriously consider purchasing renters' insurance. The landlord's insurance will generally not cover your belongings. Make sure to ask.

Renters' insurance will protect you against loss of your property by fire or theft. It also will protect you against liability if someone claims you injured another person or damaged that person's property.

Insurance coverage in California for a two-bedroom apartment can be as little as \$15 per month.

Changing Your Address

When you move, it is important to notify the U.S. Post Office of your new address so that your mail can find you. Forms are available at any Post Office. You may also file your change of address online at www.usps.gov.

Turning on Your Utilities

At least one week before you move into your apartment, contact the local utilities (gas, electricity, water, cable, telephone, sewer, etc.) in order to turn on the utilities in your name. Your landlord should be able to provide you with a list or may be able to do it for you. In many instances, the utility company may charge a deposit.

Rights and Responsibilities



Maintenance and Repairs

An apartment must be fit to live in, that is, it must be **habitable**. This means it must be fit for occupation by human beings and that it substantially complies with government health and safety codes. A landlord is responsible for fixing repair problems that make the apartment **uninhabitable**. Generally, "habitable" means:

- Leak-free walls, windows, doors, and ceiling;
- Plumbing in good working order;
- Gas, heating and electricity in good working order;
- Clean and sanitary buildings and grounds, free from debris, filth, rubbish, garbage and rodents;
- Adequate trash receptacles in good repair;
- Floors, stairways, and railings in good repair.

Whether the landlord is responsible for making less serious repairs is usually spelled out in the rental agreement.

Residents are required to take reasonable care of the apartment and common areas. You are also responsible for repairing damage you cause or that is caused by anyone for whom you are responsible (family, guests, or pets).

When Can the Landlord Enter Your Apartment

A landlord may enter your apartment only for the following reasons:

- In an emergency;
- When you have moved out or have abandoned the apartment;

- To make necessary or agreed-upon repairs or other improvements;
- To show the apartment to prospective residents, purchasers or lenders;
- To provide entry to contractors;
- To conduct an initial inspection before the end of the tenancy as allowed by law;
- If a court permits it.

Except in an emergency, or with your permission, the landlord must give you reasonable advance notice before entering your apartment. The law considers 24 hours advance written notice to be reasonable in most situations.

Payment of Rent

A rental agreement will state when the rent is due, generally on the first of the month. Make sure you understand exactly when the rent is due, where you should send payment, and what the policy is regarding late fees and late payment of rent. If you pay by mail, make sure to send it early enough to arrive when it's due. Be prepared to pay by check or money order. It protects you in case there is a dispute over payment.

Military Exception

If deployed or transferred, active military personnel and their families may be exempt from normal notice requirements of the rental agreement. It is always a good idea, however, to send the owner a letter informing him/her that you are moving.

Resident Courtesies – Typical Dos and Don'ts

Most of these are common sense. Be a good neighbor. Avoid making unnecessary noise. Respect the common areas and keep them clean. Use the parking space assigned to you.



Call Your Landlord First

If you have a problem in your apartment, notify your landlord or manager immediately, preferably in writing. Since your apartment is a business investment for the landlord, most landlords want to keep it safe, clean, attractive, and in good repair.

If the landlord will not make the requested repairs, and doesn't have a good reason for not doing so, under certain specific and serious instances, you can withhold part of your rent and pay for repairs on your own. In the case of a serious problem, you may move out early or withhold your rent. Please see the California Apartment Association's web site at www.caanet.org for details. **These methods entail a great deal of risk. Minor claims or inconveniences may not be enough to trigger the law. If you feel a need to take these steps, make sure to consult an attorney or contact Legal Aid.**

Guests

A landlord may set reasonable rules about the length of time guests may stay with you. These are usually spelled out in your rental agreement. Restrictions based on age, race, gender, gender identification or sexual orientation are not legal. A landlord cannot object to overnight guests based on religious or moral views.

After the rental agreement's time limit for a guest has passed, the landlord may ask your guest to fill out an application to rent and sign a rental agreement.

3-day, 30-day and 60-day Notices

A landlord can give you a written 3-day notice if you have done any of the following:

- Failed to pay the rent;
- Violated any term of your rental agreement;
- Damaged the apartment;
- Disturbed other residents;
- Used the apartment for illegal purposes.

The 3-day notice will tell you either: (1) that you must do something within three days to correct the problem (for example, pay any past due rent or stop violating a rule or term of your rental agreement); or (2) that the problem cannot be fixed by you, and that you must leave within three days. If you have questions, you should consult an attorney or Legal Aid.

Absent any of the reasons mentioned above, residents who have lived in the apartment for one year or longer are entitled to a 60-day notice if the landlord needs them to leave. Residents who have lived there less than one year are entitled to a 30-day notice. These notices can only be given if you are on a month-to-month rental agreement. Generally a landlord can evict you if you ignore or fail to comply with these notices.

Know Your Neighbors
Get to know your neighbors. In addition to friendship, they can provide additional security and support in your new home.

Moving Out



Giving Notice

To end your month-to-month rental agreement, you must give your landlord 30 days' written notice before you move. If you don't intend to renew or extend your lease, you should give 30-days' notice, as well. To avoid misunderstanding, date the notice, state the date you intend to move, and make a copy of the notice for yourself.

Security Deposits

A landlord may use your security deposit to:

- Clean the apartment when you move, if the apartment is not as clean as when you moved in;
- Repair damages, other than normal wear and tear;
- Cover unpaid rent or balances due.

Your landlord must refund your excess security deposit, and provide you with an accounting of how your security deposit was spent, within 21 calendar days after you move. Make sure to give the landlord a forwarding address.

Early Move out

If you move out of your apartment before your lease or the 30-day period is over, the landlord is entitled to receive rent from you for the balance of the term. However, if the landlord is able to collect rent from a new resident, you are entitled to a **pro rata** refund of the rent paid. The landlord cannot collect rent twice for the same apartment.

Resident and Owner Responsibilities

While you are not obligated to do so, if you request it, a landlord must perform a walk-through inspection with you two weeks prior to your moving out. This will give you an opportunity to fix or clean problems in the apartment before you move and avoid deductions from your security deposit.



Below is a list of State, local and non-profit agencies that can typically assist renters. If your city or county isn't listed, go to the CAA web site (www.caanet.org) or any of the other web sites listed for more details.

Department of Consumer Affairs

400 R Street
Sacramento, CA 95814
(800) 952-5210
TDD (800) 326-2297
(916) 445-1254
TDD (916) 322-1700
www.dca.ca.gov

Department of Fair Employment and Housing

2000 O Street, Suite 120
Sacramento, CA 95814
(housing and discrimination complaints only)
(800) 233-3212
www.dfeh.ca.gov

Department of Fair Employment and Housing

Los Angeles Housing District Office
611 West Sixth Street, Suite 1510
Los Angeles, CA 90017
(213) 439-6703
Toll-free (800) 233-3212
FAX (213) 439-6746

Department of Fair Employment and Housing

Oakland Housing District Office
1515 Clay Street, Suite 701
Oakland, CA 94612-5212
(510) 622-2945
Toll-free (800) 233-3212
FAX (510) 622-2956

ALAMEDA COUNTY

Bay Area Legal Aid
Alameda County Regional Office
405 14th St., 11th Floor
Oakland, CA 94612
(510) 663-4744
www.baylegal.org

Berkeley Rent Stabilization Board
2125 Milvia St.
Berkeley, CA 94704
(510) 644-6128

City of Fremont – Office of Neighborhoods
39550 Liberty St., Second Floor
Fremont, CA 94538
(510) 494-4511
(510) 494-4500

California Housing Agencies

CONTRA COSTA COUNTY

Bay Area Legal Aid
Contra Costa Regional Office
1017 MacDonald Ave.
Richmond, CA 94801
(510) 233-9954 • (800) 551-5554
www.baylegal.org

KERN COUNTY

City of Bakersfield Office of Fair Housing
900 Truxton Ave., Suite 201
Bakersfield, CA 93301
(661) 634-9245
www.ci.bakersfield.ca.us/edcd/faq/fairhouse.htm

Kern County Fair Housing Division
2700 M St., Suite 250
Bakersfield, CA 93301
(661) 862-5050 • (800) 552-5376
kerncd@co.kern.ca.us
www.co.kern.ca.us/cd/cdhome.asp

LOS ANGELES COUNTY

City of Santa Monica
Consumer Affairs Protection,
Fair Housing & Public Rights Unit
1685 Main St., Room 310
Santa Monica, CA 90401
(310) 458-8336
attorney@ci.santa-monica.ca.us

Housing Rights Center
520 South Virgil Ave., Suite 400
Los Angeles, CA 90020
(213) 387-8400 • (800) 477-5977
mheredia@hrc-la.org
www.fairhousingsource.org

Los Angeles County
Department of Consumer Affairs
500 West Temple St., Room B-96
Los Angeles, CA 90012-2706
(213) 974-1452
(24-hr recorded info.)
<http://consumer-affairs.co.la.ca.us>



California Housing Agencies



Santa Monica Rent Control Board
1685 Main St., No. 202
Santa Monica, CA 90401
(310) 458-8751

MADERA COUNTY

**California Rural Legal Assistance
Madera Regional Office**
117 South Lake St.
Madera, CA 93638
(559) 674-5671

MARIN COUNTY

**Fair Housing Program of
Marin County**
615 B St.
San Rafael, CA 94901
(415) 457-5025

MERCED COUNTY

Central California Legal Services
357 West Main St., Suite 201
Merced, CA 95340
(209) 723-5466 • (800) 464-3111

MONTEREY COUNTY

**Conflict Resolution/Mediation
Center of Monterey County**
1900 Garden Road, Suite 110
Monterey, CA 93940
(831) 649-6219
From Salinas: (831) 424-4694

NAPA COUNTY

Greater Napa Fair Housing Center
611 Cabot Way
Napa, CA 94559
(707) 224-9720
robertj@napanet.net

**Napa County Rental Information
and Mediation Services**
1716 Jefferson St.
Napa, CA 94559
(707) 253-2700
ncrims@ncrims.org

ORANGE COUNTY

**Fair Housing Council of
Orange County**
201 S. Broadway
Santa Ana, CA 92701
(714) 569-0823
www.fairhousingoc.org

Legal Aid Society of Orange County
902 North Main St.
Santa Ana, CA 92701
(714) 571-5200
www.legal-aid.com

PLACER COUNTY

Legal Services of Northern California
190 Reamer St.
Auburn, CA 95603
(530) 823-7560 • (800) 660-6107
(also serves Amador, Calaveras,
Eldorado, Nevada, and Sierra counties)
www.lsnrc.net

RIVERSIDE COUNTY

California Rural Legal Assistance
Coachella Regional Office
1460 6th St.
Coachella, CA 92236
(760) 398-7261

**Fair Housing Council of
Riverside County Inc.**
3600 Lime St., Suite 613
Riverside, CA 92501
(909) 682-6581 (800) 655-1812
fhccr@aol.com
www.fairhousing.net

SACRAMENTO COUNTY

**Human Rights/Fair Housing
Commission for the City and
County of Sacramento**
1112 I St., Suite 250
Sacramento, CA 95814
Hotline: (916) 444-0178
(916) 444-6903
www.hrhfh.org

SAN BERNARDINO COUNTY

**Inland Fair Housing and
Mediation Board**
1005 Begonia Ave.
Ontario, CA 91762
(909) 984-2253 • (800) 321-0911
imedbd@aol.com
http://embers.aol.com/inmedbd/
index.html

SAN DIEGO COUNTY

Fair Housing Council of San Diego
625 Broadway, Suite 1114
San Diego, CA 92101
(619) 699-5888
www.fhcsd.com

Legal Aid Society of San Diego
110 South Euclid
San Diego, CA 92114
(619) 262-0896

SAN FRANCISCO COUNTY

San Francisco Human Rights Commission
25 Van Ness Ave., Suite 800
San Francisco, CA 94102
(415) 252-2500
www.sfhrc.org

San Francisco Rent Board
25 Van Ness Ave., Suite 320
San Francisco, CA 94102-6033
(415) 252-4600
www.sfgov.org/rentboard

SAN JOAQUIN COUNTY

California Rural Legal Assistance
242 North Sutter, Room 411
Stockton, CA 95202
(209) 946-0605
www.crla.org

SAN LUIS OBISPO COUNTY

California Rural Legal Assistance
1160 Marsh St., Suite 114
San Luis Obispo, CA 93401
(805) 544-7997
www.crla.org

San Luis Obispo County Government Center–Economic Crime Unit
1050 Monterey St., Room 235
San Luis Obispo, CA 93408
(805) 781-5856

SAN MATEO COUNTY

San Mateo County District Attorney Consumer Fraud Unit
400 County Center, Third Floor
Redwood City, CA 94063
(650) 363-4651
www.co.sanmateo.ca.us./dao/consumer.htm

SANTA BARBARA COUNTY

California Rural Legal Assistance
324 E. Carrillo St., Suite B
Santa Barbara, CA 93101
(805) 963-5981
www.crla.org

SANTA CLARA COUNTY

Bay Area Legal Aid Santa Clara Regional Office
2 West Santa Clara St., 8th Floor
San Jose, CA 95113
(408) 283-3700 (800) 551-5554
www.baylegal.org

Santa Clara District Attorney's Office
70 West Hedding St.
San Jose, CA 95110
(408) 299-7400

SANTA CRUZ COUNTY

Santa Cruz District Attorney's Office
701 Ocean St., Room 200
Santa Cruz, CA 95060
(831) 454-2050
dat155@co.santa-cruz.ca.us
www.co.santa-cruz.ca.us

SHASTA COUNTY

Legal Services of Northern California–Shasta Regional Office
1370 West St.
Redding, CA 96001
(530) 241-3565 (800) 822-9687
www.lsn.net

SOLANO COUNTY

Legal Services of Northern California – Solano
1810 Capitol St.
Vallejo, CA 94590
(707) 643-0054
(closed Wednesdays)
solano@lsnc.net
www.lsn.net

SONOMA COUNTY

California Rural Legal Assistance Santa Rosa Regional Office
725 Farmers Lane, #10, Building B
Santa Rosa, CA 95405
(707) 528-9941
www.crla.org

Fair Housing of Sonoma County
250 Sebastopol Road
Santa Rosa, CA 95407
Hotline: (707) 579-5033
www.fhosc.org

VENTURA COUNTY

Oxnard Housing Department
435 South D St.
Oxnard, CA 93030
(805) 385-8095
www.ci.oxnard.ca.us

Ventura County District Attorney–Consumer Mediation Unit
800 South Victoria Ave.
Ventura, CA 93009
(805) 654-3110

YOLO COUNTY

Community Mediation Services and Office of Fair Housing
604 Second St.
Davis, CA 95616
(530) 757-5623
www.ci.davis.ca.us/pcs/socialservices

Glossary

California Department of Fair Employment and Housing –

The state agency that investigates complaints of unlawful discrimination in housing and employment.

Credit report – A report prepared by a credit reporting service that describes a person's credit history for the last seven years (except for bankruptcies, which are reported for 10 years). A credit report shows, for example, whether the person pays his or her bills on time, has delinquent or charged-off accounts, has been evicted, or sued and is subject to court judgments.

Discrimination (in renting)

– Denying a person housing, telling a person that housing is not available (when the housing is actually available at that time), providing housing under inferior terms, harassing a person in connection with housing accommodations, or providing segregated housing because of a person's race, color, religion, gender, gender identification, sexual orientation, national origin, ancestry, source of income, age, disability, whether the person is married, or whether there are children under the age of 18 in the person's household. Discrimination also can be refusal to make reasonable accommodation for a person with a disability. A landlord may limit the total number of persons living in an apartment based on the number of bedrooms.

Eviction – A court-administered proceeding for removing a resident from a apartment because the resident has violated the rental agreement or did not comply with a notice ending

the tenancy (also called an unlawful detainer lawsuit).

Eviction notice (or three-day notice)

– A three-day notice that the landlord serves on the resident when the resident has violated the lease or rental agreement. The three-day notice usually instructs the resident to either leave the apartment or comply with the lease or rental agreement (for example, by paying past-due rent) within the three-day period.

Habitable – An apartment that is fit for human beings to live in. An apartment that substantially complies with building and safety code standards that materially affects the residence to be "habitable."

Lease – A rental agreement, usually in writing, that establishes all the terms of the agreement and that lasts for a predetermined fixed term length of time (for example, six months or one year).

Lockout – When a landlord locks a resident out of the apartment with the intent of terminating the tenancy. Lockouts, and all other self-help eviction remedies, are illegal.

Month-to-month agreement

– The most commonly used rental agreement. It gives the resident the opportunity to move out by simply giving a 30-day notice rather than being responsible for the full term of the lease.

Pro Rata – In proportion. For example, if a landlord was able to re-rent your apartment for ten days during a month for which you had already paid rent, you would be entitled to a rent refund of ten days.

Rental agreement – An oral or written agreement between a resident and a landlord, made before the resident moves in, which establishes the terms of the tenancy, such as the amount of the rent and when it is due.

Repair and deduct remedy

– The resident's remedy of deducting from future rent the amount necessary to repair serious defects covered by the implied warranty of habitability. The amount deducted cannot be more than one month's rent.

Retaliatory eviction or action

– An act by a landlord, such as raising a resident's rent, seeking to evict a resident, or otherwise punishing a resident because the resident has used the repair and deduct remedy or the rent withholding remedy, or has asserted other resident rights.

Security deposit – A deposit or a fee that the landlord requires the resident to pay at the beginning of the tenancy. The landlord can use the security deposit, for example, if the resident moves out owing rent or leaves the apartment damaged or less clean than when the resident moved in.

Sixty-day notice – A written notice from a landlord to a resident telling the resident that the month-to-month tenancy will end in 60 days. This applies to a resident that has lived in their apartment for one year or more.

Thirty-day notice – A written notice from a landlord to a resident telling the resident that the month-to-month tenancy will end in 30 days. This applies when a resident has lived in their apartment for less than one year.

CAA Chapters and Divisions

Apartment Association of Greater Inland Empire

serving Riverside and San Bernardino Counties and the LA County cities of Claremont, Covina, Diamond Bar, Glendora, La Verne, Pomona, San Dimas, Walnut and West Covina
10630 Town Center Drive, Suite 116
Rancho Cucamonga, CA 91730
(909) 948-0784
(909) 948-7625 fax
www.aagie.com
email: info@aagie.com

Divisions managed directly by the California Apartment Association

980 Ninth Street, Suite 200
Sacramento, CA 95814-2741
(800) 967-4222
(877) 999-7881 toll-free fax
www.caanet.org
email: info@caanet.org

CAA Central Coast

serving Santa Barbara and San Luis Obispo Counties

CAA Central Valley

serving Mariposa, Stanislaus and Tuolumne Counties

CAA Contra Costa

serving Contra Costa County

CAA Greater Fresno

serving Fresno, Madera, Kings, Tulare, Inyo and Mono Counties

CAA Los Angeles

serving western, northern and central Los Angeles County

CAA Merced

serving Merced County

CAA Napa/Solano

serving Napa and Solano Counties

Income Property Association of Kern

serving Kern County
PO Box 809
Bakersfield, CA 93302
(661) 322-3288

Marin Income Property Association

serving Marin County
PO Box 150315
San Rafael, CA 94915
(415) 491-4461

North Coast Rental Housing Association

serving Del Norte, Humboldt, Lake, Mendocino, and Sonoma Counties
PO Box 12172
Santa Rosa, CA 95406-2172
(707) 526-9526
(707) 569-9855 fax
email: NorthCoastRHA@msn.com

Rental Housing Association of Northern Alameda County, Inc.

serving the cities of Alameda, Albany, Berkeley, Emeryville, Oakland, and Piedmont
2201 Broadway, Suite 311
Oakland, CA 94612
(510) 893-9873
(510) 893-2906 fax
www.rhanac.org
email: thorrha@pacbell.net

Rental Housing Association of Sacramento Valley

serving Amador, El Dorado, Nevada, Placer, Sacramento, Sutter, Yolo and Yuba Counties
201 Lathrop Way, Suite C
Sacramento, CA 95815
(916) 920-1120
(916) 929-0655 fax
www.rha.org
email: info@rha.org

Rental Housing Owners Assn. of Southern Alameda County

serving the cities of Castro Valley, Dublin, Fremont, Hayward, Livermore, Newark, Pleasanton, San Leandro and Union City
1264 A Street
Hayward, CA 94541
(510) 537-0340
(510) 537-9541 fax
www.rhosource.com
email: info@rhosource.com

San Diego County Apartment Association

serving San Diego and Imperial Counties
3702 Ruffin Road
San Diego, CA 92123
(858) 278-8070
(858) 278-8071 fax
www.sdcaa.com
email: info@sdcaa.com

San Francisco Apartment Association

serving the City and County of San Francisco
265 Ivy Street
San Francisco, CA 94102
(415) 255-2288
(415) 255-1112 fax
www.sfaa.org
email: sfaa@sfaa.org

San Joaquin County Rental Property Association, Inc.

serving San Joaquin County
1122 N. El Dorado Street
Stockton, CA 95202
(209) 944-9266
(209) 944-9850 fax
www.sjcrpa.org
email: sjcrpa@sbcglobal.net

South Coast Apartment Association

serving Orange and southern Los Angeles Counties
2102 Business Center Drive
Irvine, CA 92612-1012
(949) 253-4123
(949) 261-7720 fax
email: SCAPTAssn@sbcglobal.net

Tri-County Apartment Association

serving San Mateo, Santa Clara and Santa Cruz Counties
792 Meridian Way, Suite A
San Jose, CA 95126-3899
(408) 297-0483
(408) 947-0819 fax
www.tcaa.org
email: info@tcaa.org

CAA Direct Member -

Property owners in areas of the state where there is no local chapter or division can join the state Association directly.

Who We Are



The California Apartment Association is the nation's largest statewide rental property association, with 19 local Chapters and Divisions (see p. 15) throughout California, representing more than 50,000 rental property owners, management professionals, and apartment builders who operate 2 million rental housing units statewide. CAA provides continuing education and professional certification to its members and consumer education to the public and government officials. Members of CAA pledge to observe the association's Code of Ethics and commit to a "Residents' Bill of Rights."

Code of Ethics

We, the members of the California Apartment Association, recognize our duty to the public and to those individuals who choose to reside in rental housing. Being ever mindful of the increasing role of the rental housing industry in providing homes, we have united ourselves for the purpose of improving the services and conditions of the rental housing industry. Therefore, we adopt this Code of Ethics as our guide in dealing with all people.

- We conduct ourselves in an honest and ethical manner at all times to better the communities of which we are a part.
- We comply with all laws and regulations applicable to the rental housing industry.
- We adhere to all fair housing principles.
- We respect the rights and responsibilities of our residents and diligently respond to their requests.
- We believe that every resident is entitled to the quiet enjoyment of a safe and habitable residence.
- We strive to conserve natural resources and to preserve the environment.
- We believe in the value of contracts and their enforcement.
- We believe in the importance of continuing education for rental housing owners, managers, and residents.
- We maintain an equitable and cooperative relationship among the members of this association and with all others who may become a part of this industry in order to further the interest of all members of this association.

The information in this brochure is provided solely as a practical source of information from the California Apartment Association. In some cases, local housing laws or rules governing subsidized housing programs may be different. This brochure should not be viewed as legal or financial advice.

Courtesy of: