

CITY OF PALO ALTO TENANT GUIDE

(Updated 05/09)

TO THE MOST FREQUENTLY ASKED
QUESTIONS ABOUT RENTAL HOUSING



Published by:



Human Services Division
Community Services Department
City of Palo Alto

Updated 05/09



Human Services Division

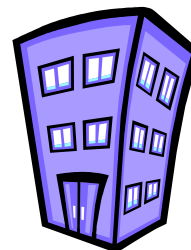
The City of Palo Alto's Human Services Division is pleased to provide this guide.

Many of the disputes described in this booklet are subject to [Chapter 9.72 of the Palo Alto Municipal Code](#) relating to Mandatory Response To Request For Discussion Of Disputes Between Landlords And Tenants Ordinance.

PALO ALTO'S ORDINANCE REGARDING LEASES	PG 3
RENTAL APPLICATIONS	PG 3
LEASE/RENTAL AGREEMENTS	PG 4
DEPOSITS	PG 4
RENT INCREASES	PG 6
PRIVACY	PG 7
UPKEEP AND REPAIR RESPONSIBILITIES	PG 7
TENANCY TERMINATION & EVICTIONS	PG 8
DISCRIMINATION	PG 12
WHERE TO CALL FOR INFORMATION AND HELP	PG 15
USEFUL RENTAL HOUSING PUBLICATIONS	PG 17

Remember, you may try to resolve
any housing dispute by using the
landlord-tenant mediation process.

For more information *about this free program*, call
the Palo Alto Mediation Program at 650-856-4062



Are landlords and tenants required to mediate their disputes?

Many of the disputes described in this booklet are subject to [Chapter 9.72 of the Palo Alto Municipal Code](#) relating to Mandatory Response To Request For Discussion Of Disputes Between Landlords And Tenants. Issues such as rent increases, repairs and maintenance and deposits are covered, if the landlord owns two or more rental units in Palo Alto. The ordinance requires the parties to engage in conciliation or mediation, but any resulting resolution remains the voluntary choice of the parties. For more information, contact the Mandatory Dispute Program at: 650-856-4062.

PALO ALTO'S ORDINANCE REGARDING LEASES

Does the Palo Alto Rental Housing Ordinance require a one-year lease?

The City of Palo Alto has a rental housing stabilization ordinance that requires landlords to offer tenants in most multiple family dwellings a written one-year lease that spells out the rent requirements over the year. The lease offer may be rejected by the tenant, but only in writing. If both the landlord and tenant wish to continue their rental relationship after the one-year lease expires, the landlord must offer another one-year lease agreement annually.

RENTAL APPLICATIONS

Can I be charged a fee for a rental application?

The landlord has the right to charge a credit check fee up to \$30 per person, and other out-of-pocket costs. However, the landlord may not charge a fee simply for filling out an application.

LEASE/RENTAL AGREEMENTS

Is an oral agreement with my landlord binding?

Palo Alto's rental housing stabilization ordinance requires the landlord to offer a written lease. However, oral agreements can be legal and binding, but oral agreements are often difficult to enforce because they rely on the memory and goodwill of both parties. You should get your rental agreement in writing. You should read it, make changes to any items you wish to alter or delete, and write in any additional items you have verbally agreed upon with your landlord.

Do I have the right to sublease my apartment?

Some lease agreements expressly prohibit subleases. Others may require your landlord's permission before you sublease. Even if your lease does not prohibit or limit subleasing, it's wise to discuss your plans with your landlord in advance.



DEPOSITS

If I give a landlord a deposit to hold an apartment and I change my mind, can I get my money back?

The purpose of a holding deposit is to require the landlord to take the rental unit off the market and to compensate the landlord for the resulting loss if you change your mind. You should read a holding deposit agreement very carefully before signing, because many of these agreements claim the holding deposit non-refundable. A blanket non-refundable deposit is void, but the landlord can subtract actual losses such as uncollected rent, additional advertising, etc. The amount of a refund will depend on the terms of the agreement with the replacement tenant.

What is the maximum-security deposit I can be charged? When can I get it back?

The law allows a landlord to charge an amount up to and including 2 months rent for an unfurnished unit security deposit and 3 months rent for a furnished unit. Within 3 weeks after you move out, the landlord must either send you a full refund of the deposit, or an itemized statement that lists reasons for and amounts of any deductions, plus the remaining refund. If the amount withheld exceeds \$125, the landlord must also attach receipts documenting the cleaning or repairs performed, unless you waive this requirement in writing. The deposit may be used toward the last month's rent if that is specified in the lease or rental agreement. A landlord is not required to pay interest on a deposit. Be sure to get a receipt for your deposit, which states the purpose of the deposit, e.g. security or last month's rent.

Do I have a right to a walk-through inspection with my landlord when I move out?

Once either party has given notice that the tenancy will be terminated, the landlord must give you notice of your right to a walk-through inspection with the landlord at least two weeks prior to the date of termination. After that inspection, you are entitled to

a list of deficiencies that you must remedy in order to preserve your deposit. The landlord cannot add to that list after the walk-through, unless you have caused new damage or the damage was hidden from plain sight, prior to the final move-out.

Do I get my deposit back if there is only normal wear and tear?

Wear and tear that occurs under normal circumstances is not deductible. The landlord may deduct money from your deposit for cleaning to restore the unit to the condition at the time of initial occupancy, as well as damage due to tenant fault, such as holes left in the wall, and unpaid rent.

RENT INCREASES

How much notice of a rent increase does the landlord have to give?

If you have waived your right to a one-year lease agreement, you are entitled to a 30-day written notice of a rent increase, unless the increase or total increases in the same year exceed 10%. In that case, you must be given a 60-day written notice.

Is there rent control in Palo Alto?

No. There is no limit to the amount of a rent increase or the frequency of rent increases if you are on a month-to-month rental agreement.



PRIVACY

Does the landlord have a right to come into my apartment?

The law requires the landlord to give you at least 24 hours written notice before entering your unit except in an emergency or if you have abandoned the property. With proper written notice, the landlord may enter your unit, but only during normal business hours and only for certain limited purposes such as making repairs, or showing the unit to prospective tenants or buyers.

UPKEEP AND REPAIR RESPONSIBILITIES

What is the extent of a landlord's duty to provide adequate conditions in the unit I am renting.

The landlord is responsible for providing a safe and habitable unit. This means the walls and roof must not leak, there should be no broken doors or windows, there must be deadbolt locks on all outside doors, and the plumbing, gas, heater, wiring and lights must work. The floors, railings and stairways must be safe. The landlord must provide sufficient covered trash cans and pest control. The unit must also comply with all local building code regulations. The landlord is not obligated by law to provide a clean carpet, specific appliances, or fresh paint. However, the tenant may try to negotiate for those items in a rental agreement, in which case these items should be listed in the agreement.



Who is responsible for what repairs?

The landlord is responsible for the proper maintenance of the items necessary to provide habitability, but the tenant must notify the landlord when repairs are needed. The tenant is responsible for damage that results from neglect or abuse. The rental agreement may also identify certain responsibilities for each party, but the tenant cannot be made responsible for habitability conditions.

Am I supposed to report needed repairs? How much time does the landlord have to make the repairs?

Yes, you should report needed repairs. It's best to notify the landlord with a telephone call and in writing. In general, the landlord should complete repairs, which are not urgent within 30 days. Urgent repairs must be done as soon as possible. If you are having trouble getting the landlord to respond to your request, contact the Palo Alto Mediation Program at 650-856-4062.

TENANCY TERMINATION AND EVICTION

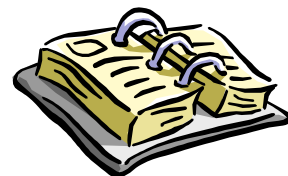
What is the difference?

Eviction is a legal process for removing a tenant who has violated the rental agreement or has not complied with a notice ending the tenancy. The most common reasons for eviction are:

- Not paying rent
- Materially damaging the rental property
- Interfering with other tenants
- Using the rental unit for an illegal purpose

Violating the rental agreement

Tenancy termination occurs when you or your landlord decide not to renew your rental agreement. There is no requirement of cause to terminate a tenancy.



What is a 3-day notice? How shall I respond?

A landlord may give you a 3-day notice when you have failed to pay rent on time or violated an important part of the rental agreement. When you receive such a notice you have the following options:

1. If the notice demands payment, you must pay the entire amount no later than the third day. If the notice states that you have violated a term of the lease, stop violating the agreement within the 3-day period and let your landlord know in writing that you have stopped. Once you comply with the demands of the notice within the 3 days, the landlord cannot use the 3-day notice to evict you.
2. Negotiate with the landlord to request additional time to either pay the amount owed or to comply with the lease terms. Make sure the agreement you make with the landlord is in writing to assure clarity of the terms.
3. Seek mediation services or legal assistance especially if you believe the notice contains errors. (See “where to call” pg. 14)

What is a 30-day or 60-day notice of termination? How should I respond?

If you have a month-to-month agreement, you can terminate your tenancy by giving the landlord a 30-day written notice of termination. Your landlord can terminate a month-to-month agreement on 30 days written notice, if you have lived there less than one year. If you have lived there longer, the landlord must give you 60 days written notice. If you are renting pursuant to a Section 8 HUD voucher, you are entitled to 90 days notice. Proof of “cause” or a reason for the termination is not required. If you have a lease, neither you nor the landlord can terminate the tenancy prior to the expiration date of the lease, unless the other party has violated a provision in the lease. If you receive a notice of termination from your landlord, you have the following options:

1. Vacate the premises within the 30, 60 or 90 day notice period, to avoid being sued and to preserve a good credit record.
2. Negotiate with your landlord to request additional time to vacate the premises or to preserve your tenancy. It is important that any agreement you make with the landlord be in writing to preserve clarity of the terms.
3. Seek mediation services or legal assistance especially if you believe the notice was issued because you requested repairs or otherwise exercised your legal rights. (See “where to call” pg. 14)

Can the landlord change the locks or call the police if I remain in the unit after the 3-day or the 30-day notice expires?

No. In order to legally evict you, the landlord’s only option at the expiration of the 3-day or 30, 60 or 90 day notice is to sue you and get a judgment against you. The landlord has the right to serve you with court papers called a “Summons” and “Unlawful Detainer

Complaint.” If you do not respond to the complaint by filing a document known as an “Answer” with the court, the landlord can get possession of your apartment within a few days. If you do file an Answer with the court, the court will schedule a trial date on the matter. You generally have only 5 days from the day of receiving the Summons and Complaint to file an Answer with the court. Seek legal assistance if you receive a Summons and Complaint and need help with filing an Answer. (See “where to call” pg 14)

What can I do if the Sheriff posts an eviction notice on my door?

If you have not filed an Answer with the court in response to the Unlawful Detainer Complaint, or you have lost at trial after defending against the eviction, the Sheriff may post an Eviction Notice on your door. You then have the right to ask the court for additional time (up to 40 days) to find substitute housing if vacating immediately would present a hardship for you. To request additional time, you must file an application with the court for a “Stay of Execution.” Such an application usually requires that you deposit the rent due for this additional time. For assistance with the application form and additional information regarding a Stay of Execution, (see “where to call” on page 14.)



What if I think the landlord is terminating my tenancy because I complained about a problem?

Terminating your tenancy because you exercised your rights, such as complaining about discrimination or contacting an agency to inspect the unit, is known as a retaliatory eviction and it is illegal. You should seek help from the Fair Housing Center or from legal services if you think this is happening. (See “where to call” on pg 14).

DISCRIMINATION

What is discrimination?

Federal and state laws prohibit discrimination in housing. Discrimination is the differential treatment of people based on their race, color, religion, sex, marital status, sexual orientation, national origin, physical or mental disability, age, the presence of children in a family, source of income, or any other arbitrary basis. Discrimination is prohibited in the application process, in the terms and conditions of tenancy, in the use of facilities and services and in the termination of a tenancy. If you feel you are a victim of discrimination, call The Fair Housing Center at 321-6291.



Can a landlord refuse to rent to me because I have children?

No. The Palo Alto Municipal code (chpt. 9.74) in addition to State and Federal law, makes it unlawful to refuse to rent or lease a

housing accommodation, refuse to negotiate for the rental or lease of a housing accommodation, or otherwise deny to or withhold a housing accommodation from any person or persons, based on the following protected categories:

Age

Parenthood

Pregnancy

The possible or actual presence of a minor child

It is also unlawful to discriminate against any person by establishing different terms, conditions or privileges to a tenant based on these protected categories. Reasonable restrictions on the use of common areas, facilities, and services that are necessary to protect health and safety are permissible.

Do disabled applicants and tenants have any special protections?

The law grants disabled applicants and tenants the right to be judged on the same basis as all other applicants and tenants. In addition, property owners must “reasonably accommodate” a person’s disability by allowing “reasonable” modifications to a unit or to common areas at the tenant’s own expense, or by waiving a policy such as “no pets” where a disabled tenant needs an assistance animal.

Can a landlord limit the number of people who occupy a unit?

Yes, but occupancy limits must be reasonable and fair. Any limitation more restrictive than two people per bedroom plus one person maybe questionable. For an explanation of occupancy issues, call The Fair Housing Center at 321-6291.

Can the landlord require that I make a certain income in order to rent?

Yes, but the amount must be reasonable and fair, often equal to 2 or 3 times the amount of the rent based on the gross combined income of all adults in the household. However, the landlord cannot distinguish between the sources of income, for example disability versus wages, as long as the income is sufficient. For more information about income requirements, call The Fair Housing Center at 321-6291.

Where to call for Information and Help

California State Dept of Fair Employment & Housing 408-277-1264
www.dfeh.ca.gov

City of Palo Alto:

City Attorney 650-329-2171
www.cityofpaloalto.org/attorney

Planning Department Code Enforcement 650-329-2358
www.city.palo-alto.ca.us/government/planning/plandiv

Police Department 650-329-2413
www.papd.org

Human Services Division 650-329-2375
www.cityofpaloalto.org/humanservices

Animal Services 650-496-5972
www.papd.org/animal/index.html

Emergency Shelter 1-800-7-SHELTER

Emergency Rental Assistance
Urban Ministry 650-853-8672 or 650-853-8697
www.umpa.org

Palo Alto Mediation Program 650-856-4062
The Fair Housing Center 650-321-6291
www.housing.org

Landlord Assistance
Tri-County Apartment Association 408-297-0483
www.tcaa.org

Legal Assistance
Bay Area Legal Aid (Low Income) 408-283-3700 or 408-283-3800
www.baylegal.org

Palo Alto Area Lawyer Referral Service 650-326-8322

www.paaba.org Santa Clara County Lawyer Referral Service www.sccbba.com	408-971-6822
Legal Assistance/Special Needs Asian Law Alliance www.sccala.org	408-287-9710
Mental Health Advocacy Project Senior Adult Legal Association www.sala.org/index.html	408-294-9730 408-295-5991
Mortgage Default and Delinquency Counseling Project Sentinel www.housing.org	888-331-3332
Pest Control Santa Clara County Vector Control www.sccvector.org	800-675-1155
Resolving Tenant/Landlord Disputes Palo Alto Mediation Program www.housing.org/page13.html	650-856-4062
Senior Needs and Programs Avenidas www.avenidas.org	650-326-5362
Small Claims Court- Palo Alto Court House www.sccsuperiorcourt.org/smallclaims	650-462-3800
Subsidized and Affordable Housing City of Palo Alto Human Services Division	650-329-2375
Below Market Rate Rental Housing- Santa Clara County www.housingSCC.org	
Other Services available in Santa Clara County www.city.palo-alto.ca.us/familyresources OR www.helpscc.org	650-329-2221

Useful Rental Housing Publications

Department of Consumer Affairs
www.dca.ca.gov/r_r/lanldtoc.htm

800-952-5210

Guide to Residential Tenants and Landlord's Rights and Responsibilities

How to get back possessions you have left in a rental unit

Options for a Landlord: When a tenants personal property has been left in the rental unit

Bay Area Legal Aid
www.baylegal.org

408-283-3700

What to do when your landlord fails to make repairs

Your rights as a Mobilehome owner

Can my landlord sue me without taking me to court?

Is your hoarding jeopardizing your housing?

Fair Housing (several available)

Tenant's Rights: California Tenants Handbook
(Available at local bookstores)



ACKNOWLEDGMENTS:

The Human Services Division appreciates the contributions to this guide made by the following people and organizations:

Martin Eichner - Palo Alto Mediation Program
Human Relations Commission
City Attorney's Office