

President's Message

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I hope you are all enjoying your summer.

Recently, I was asked about co-signers or guarantors.

California Civil Code section 1812.643 governs this area. Unless the persons signing your agreement are married to each other or in fact receive possession of the property described in the agreement, then a lessor who obtains the signature of more than one person on a rental-purchase agreement shall deliver the following notice to each person before that person signs the agreement.

"NOTICE TO COSIGNER

If you sign this contract, you will have the same responsibility for the property and the same obligation to make payments that every renter has.

If any renter does not pay, you may have to pay the full amount owed, including late fees, and you may have to pay for certain loss or damage to the property.

The lessor may collect from you without first trying to collect from any other renter. The lessor can use the same collection methods against you that can be used against any renter, such as suing you or garnishing your wages.

This notice is not the contract that makes you responsible.

Before you sign, be sure you can afford to pay if you have to, and that you want to accept this responsibility."

SBRPA has updated its Rental Agreement Addendum: Guarantor Form to include the above language.

Remember that you are not required in California to accept guarantors or cosigners. You are allowed to establish your own rental criteria so long as you apply it to all applicants for your rental properties and that the criteria comply with current law and does not discriminate.

On a separate topic, SBRPA recently presented a Fair Housing Program with speaker Denise Cato, President and CEO of the Fair Housing Council of Orange County. During this very informative program, the attendees were advised that the most common discrimination charge these days is sexual harassment.

Of those cases that Ms. Cato enforced, all but 2 settled for significant sums of money. She advised the men in attendance to be especially vigilant about having a second person with them when showing properties, preferably a woman. She also stated for men not to extend their

hand in greeting unless and until the woman they were greeting had extended her hand first. It is advised not to compliment nor make any comments about a woman's appearance, clothing, perfume, etc.

Of course, the traditional prohibited bases of discrimination also still apply.

As a refresher, the Federal US Department of Housing and Urban Development (HUD) prohibits discrimination on the basis of: race, religion, national origin, color, sex (added in 1974), familial status (added in 1988) and disability (handicap, added in 1988).

State law under the California Civil Rights Department (CRD) which until two years ago was known as the Department of Fair Employment and Housing (DFEH) prohibits discrimination on the basis of: marital status, source of income, ancestry, sexual orientation (LGBTQ), genetic information, gender identity or expression, age, medical condition, citizenship, primary language, immigration status and arbitrary.

You can call the Fair Housing Council of Orange County with any questions at (714) 569-0823 or (800) 698-FAIR.

Also be aware that while the program was ending, Ms. Cato received a text from her office that ICE is showing up at property management offices demanding access to tenant files.

As things progress, SBRPA will endeavor to provide you with up to date information.

Thank you for your membership. Each of you is a valued member of our organization.

Sincerely,
Betty L. Jeppesen
President



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