

SANTA BARBARA RENTER RIGHTS & RESPONSIBILITIES

BELOW ARE GENERAL STATEMENTS ABOUT YOUR RIGHTS AND RESPONSIBILITIES AS A RENTER. THERE ARE EXCEPTIONS TO THESE GENERAL RULES, SO IT IS IMPORTANT TO REVIEW THE SPECIFIC FACTS OF YOUR SITUATION WITH SOMEONE WHO HAS LEGAL EXPERTISE.



The City of Santa Barbara operates the Rental Housing Mediation Program (RHMP). The purpose of the program is to resolve rental housing disputes by offering mediation services, and information on residential Landlord-Tenant rights and responsibilities. Phone: (805) 564-5420

- Andrea Bifano
Senior Rental Housing Mediation Specialist
ABifano@SantaBarbaraCA.gov
- Alba Marshall
Rental Housing Mediation Specialist
(Se Habla Español)
AMarshall@SantaBarbaraCA.gov
- Raymond Rengo
Rental Housing Mediation Specialist
RRengo@SantaBarbaraCA.gov

In addition, the Legal Aid Foundation of Santa Barbara County provides assistance.

<http://lafsb.org>; (805) 963-6754

APPLICATION

Can I be charged an application fee?

Yes, but it needs to reflect the Housing Provider's actual costs for processing the application and as of 2023, cannot be more than \$59.67.

Can I be asked about any criminal history?

Applicants can only be rejected for past convictions that are "directly-related" to the application.

How do I get a service animal approved for units that don't normally allow pets?



The Fair Housing Act (FHA) requires landlords to accommodate both licensed service and/or emotional support animals in residential units. Tenants must provide their landlords with the proper certification in the case of a licensed service animal, or a physician's note in the case of an emotional support animal. Tenants seeking approval of an ESA should have documentation of treatment from a local mental healthcare provider that substantiates the request. Remote/online providers are generally frowned upon and may not support your request, if challenged.

Can I change from a month-to-month lease to a one-year lease?

Santa Barbara City requires some landlords to offer tenants one-year leases. Tenants may still opt for month-to-month leases by submitting a form to their landlord. Landlords must make this offer annually or after the first one year term, if the Landlord wishes to terminate the relationship he/she must offer a one-session conciliation meeting with the Santa Barbara Rental Housing Mediation Board. Properties where landlords are not required to offer one-year leases include single-family homes, condominiums, and planned developments.

SECURITY DEPOSIT

What is the maximum security deposit I can be charged?



Unfurnished rentals:
Max of 2 months' rent. (Except: Active service member: Max of 1 months' rent.)

Furnished rentals:
Max of three months' rent. (Except: Active service member: Max of 2 months' rent.)

Santa Barbara Renter – Rights & Responsibilities

Can I be present when the Housing Provider inspects my unit for the return of the security deposit?

You have the right to be present when the Housing Provider does both the initial and final inspection. You can also request a pre-inspection.

After I vacate the unit and return the keys, how much time to get my security deposit back?

Within 21 calendar days of surrender of the unit, the Housing Provider must send an itemized statement of any security deposit deductions and return any money left over.

RENT

Can I be charged a late fee for bounced checks?

Yes. \$25 for the first bounced check. \$35 for each additional bounced check. Under no circumstances may a landlord evict the tenant because of late fees. However, unpaid late fees may be taken out of the security deposit when you vacate.



Can I be charged a fee if I pay my rent late?

Yes, if late fees are specifically included in the lease. The late fee must be a reasonable estimate of the Housing Provider's cost because rent was late.

How long can I not pay my rent before being evicted?

Housing Provider must serve you with a 3-day notice to "pay rent or quit" (pay rent or move out.) If you don't pay the rent within 3 days, the Housing Provider can file in Court to evict you. You will receive a notice to appear in Court for a hearing. If the Judge is convinced you are late paying your rent, the Judge can order the Sheriff to evict you and remove your belongings from the rental unit.

Can my rent be increased during my lease?

Not during the time you have a written lease. Your lease states how much you must pay. For the time period the lease covers, your rent can't be increased. After your lease ends, if you continue renting on a month-to-month basis, your rent can be raised **AFTER** you are given 30 days' written notice. (90 days' notice if the rent increase is more than 10%).

Does Santa Barbara have rent control?

While Santa Barbara City does not have its own rent control, the state of California caps yearly rent increases to 5% + the percentage change in the All California CPI (Consumer Price Index). This combined increase cannot exceed 10%.

After my current lease expires, how much can my rent be increased?

The amount depends upon whether your rental unit is "subject to" or "exempt" from the **TENANT PROTECTION ACT OF 2019, AB1482**. It is very important to know if your unit is "subject to" or "exempt" from the Act.

**AB 1482:
TENANT PROTECTION
ACT OF 2019**



Generally:

EXEMPT FROM 1482 ACT

Single family homes & Owner-occupied duplexes

SUBJECT TO 1482 ACT

Multi-family (duplex or larger)

Your Housing Provider was required to give you notice if your unit is "subject to" or "exempt" from the Act. (For leases signed since 2020, the notice will probably be in your lease.)

IF YOUR UNIT IS SUBJECT TO THE ACT:

The ACT prohibits during any 12 month period, a rent increase of more than 5% + the % change in CPI – to a maximum of 10%, whichever is lower. As of March 2021, the maximum rent increase is 9% total. This amount will change in May or June when the new CPI is announced.

IF YOUR UNIT IS EXEMPT FROM THE ACT:

Your rent can be increased by any amount after your current lease expires.

YOUR RIGHT TO A LIVEABLE (HABITABLE) DWELLING

What is the "IMPLIED WARRANTY OF HABITABILITY"?

In the State of California, every rental unit automatically has an "implied warranty of habitability"—is a guarantee that your rental property is in compliance with basic living and safety standards. The Housing Provider is responsible for ensuring that the warranty of habitability is met, not the renter.



Below is the applicable section of the California law.

CIVIL CODE - CIVDIVISION 3. OBLIGATIONS [1427 - 3273.16] (*Heading of Division 3 amended by Stats. 1988, Ch. 160, Sec. 14.*)

PART 4. OBLIGATIONS ARISING FROM PARTICULAR TRANSACTIONS [1738 - 3273.16] (*Part 4 enacted 1872.*)

TITLE 5. HIRING [1925 - 1997.270] (*Title 5 enacted 1872.*)

CHAPTER 2. Hiring of Real Property [1940-1954.06] (*Chapter 2 enacted 1872.*)

1941.1.

(a) A dwelling shall be deemed untenantable for purposes of Section 1941 if it substantially lacks any of the following affirmative standard characteristics or is a residential unit described in Section 17920.3 or 17920.10 of the Health and Safety Code:

- (1) Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.
- (2) Plumbing or gas facilities that conformed to applicable law in effect at the time of installation, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of the tenant, capable of producing hot and cold running water, or a system that is under the control of the landlord, that produces hot and cold

1941.1 (a) continued

running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.

- (4) Heating facilities that conformed with applicable law at the time of installation, maintained in good working order.
 - (5) Electrical lighting, with wiring and electrical equipment that conformed with applicable law at the time of installation, maintained in good working order.
 - (6) Building, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.
 - (7) An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under his or her control.
 - (8) Floors, stairways, and railings maintained in good repair.
 - (9) A locking mail receptacle for each residential unit in a residential hotel, as required by Section 17958.3 of the Health and Safety Code. This subdivision shall become operative on July 1, 2008.
- (b) Nothing in this section shall be interpreted to prohibit a tenant or owner of rental properties from qualifying for a utility energy savings assistance program, or any other program assistance, for heating or hot water system repairs or replacement, or a combination of heating and hot water system repairs or replacements, that would achieve energy savings.

(Amended by Stats. 2012, Ch. 600, Sec. 1. (AB 1124) Effective January 1, 2013.)

Santa Barbara Renter – Rights & Responsibilities

Warranty of Habitability continued

To summarize, this means that you are entitled to a habitable dwelling that meets basic requirements, such as:



Interior view of the Housing Authority of the city of Santa Barbara's Johnson Court apartment

- Common areas are safe and clean
- Sufficient hot water
- Reliable heat
- Roof, floors, stairs and walls aren't in danger of imminent collapse
- No significant danger from environmental hazards such as lead, asbestos, and mold
- Reasonable protection from foreseeable criminal intrusion
- Rats and other vermin exterminated.

Regarding your rights, it's important to distinguish between major habitability issues versus annoying problems in your rental. The basic question to ask yourself is:

"Does this make my rental unsafe to live in?"

YES – It's a habitability issue that **must** be repaired.

NO – It's an annoyance. Minor or cosmetic damage can be annoying, ugly or unpleasant—but doesn't seriously endanger your health or safety.

Table 1 shows examples of the difference between a habitability issue that must be fixed versus an annoying problem:

How much notice must be provided to me before entering the rental?

For non-emergencies, 24 hours written notice is required. No notice is required if it is an emergency (serious threat to safety or property) or when you have left the property for good.

Can I withhold rent for repairs?

*Yes, IF there is a **HABITABILITY** problem that imperils health or safety. (The problem must not have been caused by you or your guest.) You must also provide notice to the Landlord of the habitability issue prior to deducting from the rent, in order to give the Landlord the opportunity to repair the condition.*

Table 1. Habitability Problems vs Annoyance

HABITABILITY PROBLEM	ANNOYANCE
A roof leak that results in a wall of mildew in the bedroom	A roof leak that has caused a slight stain in the ceiling plaster in the hallway
A totally broken hot water heater	A hot water heater that heats to 5° less than the temperature required by state statute
A furnace that won't turn on	A furnace that clanks and creaks when the fan runs
A front door that will not lock	A screen door (in front of a door that locks) with a broken latch
A toilet that won't flush in a one-bathroom rental	A toilet that flushes poorly in a two-bath unit
A lobby that is filled with tenants' garbage because the landlord has failed to provide trash bins and has not arranged for pick-up	A lobby that's in need of a good vacuuming and paint job
An apartment rented to a family with young children where there is deteriorating lead paint	An apartment with faded and dirty latex paint

Excerpt from NOLO <https://www.nolo.com/legal-encyclopedia/overview-landlord-tenant-laws-california.html>

It is illegal for a landlord to retaliate against a tenant in California who has complained to the Housing Provider or a government agency about unsafe living conditions.

EVICITION RULES

How do evictions work in California?

As of Jan. 1, 2020, landlords may no longer simply issue 30 or 60-day notice of termination of tenancy. All applicable evictions must be based on "just cause," meaning the owner must have a just cause for the eviction. "Just cause" is divided into two categories: at-fault evictions and no-fault evictions. The law requires landlords to provide a reason for the eviction (in the notice to quit) and it must fall within the permissible reasons.



image Marketwatch.com

Santa Barbara Renter – Rights & Responsibilities

Eviction Rules continued

There is a very important legal difference between:

- **AT-FAULT EVICTION** (you violated the terms of your lease and the Court requires you to move.)
- **NO-FAULT EVICTION** (Housing Provider does not renew your lease)

AT-FAULT EVICTIONS

At-fault eviction causes are based on the actions or activities of the renter. These include:

- Default of rent payment
- Breach of lease
- Nuisance
- Committing waste
- Tenant has refused to extend lease
- Criminal activity
- Unapproved subletting
- Tenant's refusal to allow entry to rental unit (per law)
- Using the premises for unlawful purpose
- Failure to vacate after termination as an employee, agent or licensee
- Failure to deliver possession of the rental unit.

Can the Housing Provider evict me without a reason?

NO! When you signed a lease, you and the Housing Provider both signed a contract agreeing to do certain things. If you don't do what you said you would do, you are "violating" your agreement. This is the only reason a Housing Provider can go to court to ask that you be evicted.

Generally, there are 3 reasons/causes for At-Fault eviction:

- **Failure to pay rent.** Housing Provider must properly serve you with a 3-day notice to "pay rent or quit" (pay rent or move out.) If you don't pay the rent within 3 days, the Housing Provider can file in Court to evict you. You will receive a notice to appear in Court for a hearing. If the Judge agrees, the Judge can order the Sheriff to evict you and remove your belongings from the rental unit.

- **Lease violation.** When you signed your lease, you agreed to certain conditions of living there. (For example, your lease says "No pets".)

If you break the rules you agreed to, you can be given a "Cure or Quit" Notice where you have 3 days to comply with the rules or else you must move. If you don't fix the problem within 3 days, the Housing Provider can file in court to have you evicted.

- **Unconditional quit notice.** You can be given a 3-day notice to move, without any chance to fix the problem, if you:
 - Sublet the rental without permission,
 - Commit waste or a nuisance, or
 - Engage in illegal activity at the rental.

Am I entitled to Tenant Displacement Assistance for an "At-Fault" Eviction?

No.

NO-FAULT EVICTIONS

First, it is very important to know if your unit is "Subject to" or "Exempt" from AB1482, the Tenant Protection Act ("Act").*



Your Housing Provider was required to give you notice if your unit is "Subject to" or "Exempt" from the Act. (For leases signed since 2020, the notice will probably be in your lease.) Generally:

EXEMPT FROM 1482

Single family homes & Owner-occupied duplexes

SUBJECT TO 1482

Multi-family (duplex or larger).

* **Please check with an attorney or the Santa Barbara RHMP (Rental Housing Mediation Program) if you do not know or are uncertain whether your unit is 'Subject To' or 'Exempt' from the Tenant Protection Act.**

Santa Barbara Renter – Rights & Responsibilities

Eviction Rules continued

If my unit is EXEMPT from the "ACT", do "no fault" eviction protections apply to me?

Generally, no.

If my unit is SUBJECT TO the "ACT", do "no-fault" eviction protections apply to me?

Generally, yes. Protections apply to renters who have resided in the unit for 12 months or more. If an additional renter(s) is added to the lease (prior to an existing renter continuously residing in the unit for 24 months) then the 'just cause' provisions do not apply until all renters have continuously resided in the unit for 12 months or more, or at least one of the renters has continuously resided in the unit for 24 months or more.

What is a "no-fault" eviction?

No fault eviction causes are when the eviction is not based on the actions of the renter, but rather due to the owner's actions or the owner's compliance with a government entity. These include:

- Intent (owner, spouse, domestic partner, children, grandchildren, parents, and/or grandparents to occupy unit)
- Withdrawal of the unit from the rental market
- Owner complying with an order from a court or government agency
- Intent to demolish or to substantially remodel the rental unit.



Intent to demolish a rental unit is one approved No Fault eviction cause.



What qualifies as a "Substantial Remodel?"

"The replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit from a government agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state and local laws, they cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation."

Will I get paid relocation fees?

For units 'Subject to' the ACT, The Housing Provider must pay you tenant displacement assistance if all renters have resided in the unit for 12 months or more.

If an additional renter(s) is added to the lease (prior to an existing renter continuously residing in the unit for 24 months) then the just cause provisions do not apply until all renters have continuously resided in the unit for 12 months or more, or at least one of the renters has continuously resided in the unit for 24 months or more.

How much do I get paid?

In the City of Santa Barbara, relocation fees are set at 2x the unit's current monthly rent.

LEASE LENGTHS FAQs

Are Santa Barbara landlords required to offer year-long leases?

Santa Barbara City requires some landlords to offer tenants one-year leases. Properties where landlords are not required to offer one-year leases include:

- *Single-family dwellings*
- *Condominiums*
- *Planned developments*
- *Rooms or accommodations in hotels or boarding houses which are lawfully rented to transient guests for a period of less than thirty days*
- *Dwelling units in a condominium, community apartment, planned development or stock cooperative, or in a limited equity stock cooperative as defined in the California Business and Professions Code*

Are month-to-month leases still allowed in Santa Barbara?

Yes. If the landlord and tenants prefer to establish or maintain a month-to-month lease arrangement, the tenant must by submitting a form stating their rejection of a full-year lease to their landlord.

If I'm currently on a month-to-month arrangement, when does my landlord need to offer me a year-long lease?

Landlord's must make the offer of a one-year lease on an annual basis, even if a tenant as opted for month-to-moth leases in the past.