

Landlord and Tenant's Duty Of Good Faith and Fair Dealing

Essentially, this means that both the landlord and the tenant must treat each other honestly and reasonably. A typical legal description of the implied covenant of good faith and fair dealing is that neither party will do anything that will injure the right of the other party to receive the benefits of the agreement.

One way of showing good faith and demonstrating fair dealing is to abide by the California State law concerning landlord entry into a tenant's unit.

Did you know that California law states that a landlord can only enter a rental unit for the following reasons?

- In an emergency.
- When the tenant has moved out or has abandoned the rental unit.
- To make necessary or agreed-upon repairs, alterations, or other improvements.
- To show the rental unit to prospective tenants, purchasers, or lenders.
- To provide entry to contractors or workers who are to perform work on the unit.
- To conduct an initial inspection before the end of the tenancy
- If a court order permits the landlord to enter.
- To inspect the completed installation of a waterbed and periodically after that to assure it meets the law's requirements.

Furthermore... The landlord or the landlord's agent must give the tenant reasonable advance notice in writing before entering the unit, and can enter only during normal business hours (*generally, between 8 a.m. to 5 p.m. on weekdays*). The law considers 24 hours' advance written

notice to be reasonable in most situations. The notice must state the date, approximate time and purpose of entry. An agent or landlord may use any one of

the following methods to give the tenant written notice of intent to enter the unit. They may:

- Personally deliver the notice to the tenant.
- Leave the notice at the rental unit with a person of suitable age and discretion.
- Leave the notice on, near or under the unit's usual entry door in such a way that it is likely to be found.
- Mail the notice to the tenant. If the notice is mailed, mailing at least six days before the intended entry is considered reasonable notice in most situations.

The tenant can consent to shorter notice and to entry at times other than during normal business hours. It is essential that the landlord not abuse the right of access allowed by these rules, or use this right of access to harass (repeatedly disturb) the tenant. In addition, the law prohibits a landlord from significantly and intentionally violating these access rules to attempt to influence the tenant to move from the rental unit.

Observing and following the above laws and guidelines can go a long way to assuring good faith and fair dealing between both landlord and tenant.



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For further information please consult the booklet, "California Tenants: a Guide to Residential Tenants' and Landlords' Rights and Responsibilities." You can contact the California Department of Consumer Affairs for a copy at 800-952-5210 or visit their website at www.dca.ca.gov.



Did You Know?

Federal disability laws explained

A definition of a disabled person:

A person with a disability is an individual who has a physical or mental impairment that substantially limits one or more major life activities or who has a record of having such an impairment or who is regarded as having a physical or mental impairment.



Under federal law, housing providers must allow disabled individuals to make any “reasonable modifications” necessary for their full enjoyment of the premises. These modifications include structural alterations like installing grab bars in bathrooms, widening doorways, lowering kitchen cabinets and building

wheelchair ramps. Under most circumstances, tenants must pay for these modifications themselves. If the housing provider receives certain types of governmental assistance, however, he or she must pay for the modifications unless that would constitute an undue administrative and financial burden. In cases where the tenant pays, the housing provider is also entitled to condition permission for the modification on the tenant’s promise to restore the premises to their prior condition.

Federal law also mandates that landlords must make “reasonable accommodations” in their rules, policies, practices or services to afford disabled tenants “equal opportunity to use and enjoy a dwelling.” To obtain such an accommodation, the tenant must first request it. If the housing provider asks, the tenant may then have to produce a physician’s documentation verifying that the accommodation is necessary due to the tenant’s disability.

“Reasonable Modifications” include:

- Door widening for wheelchair access.
- Access ramps for wheelchairs/walkers.
- Grab bar installation around the toilet, in the shower, or along the hallway.

- Removing or lowering kitchen or bathroom cabinets.
- Wrapping kitchen or bathroom sink pipes with insulation.

“Reasonable Accommodations” include:

- Allowing service animals, even in a no-pet building, at least as long as the animal’s behavior does not violate any provisions of the lease. *Note: A housing provider must allow a deaf or emotionally disturbed tenant to have a service animal if that animal is necessary to allow the tenant to fully enjoy the housing opportunity.*
- Moving a tenant to the ground floor for easier mobility.
- Reminding a tenant with a cognitive disability when rent is due.
- Reserving or assigning parking close to the building for a person with mobility impairment.
- Allowing a representative payee or a co-signer for a disabled tenant.
- Waiving a rule against non-tenants using the laundry facilities in order to allow a friend of a tenant with a disability to do the tenant’s laundry.
- Allowing a tenant with a mental disability to terminate a lease early.
- Postponing the eviction of a tenant hospitalized due to a mental disability.

As a housing provider you can:

- Ask for the accommodation or modification request in writing.
- Ask for the verification of disability and need for accommodation or modification.
- Disallow an accommodation or modification that would impose an undue financial or administrative burden, or constitute a fundamental alteration in the service provided.
- Condition permission of a modification on restoration of the interior of the unit to its’ original state if the modification would interfere with the use and enjoyment of future occupants.

For help with a reasonable accommodation or modification or for more information, contact:

Fair Housing of Marin
615 B Street #1
San Rafael, CA 94901
415-457-5025

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
800-347-3739



Remember to Let Us Know...

About lease violations

In the landlord-tenant relationship, as you all know, it is the landlord's responsibility to enforce the lease.

Of course, we all hope that enforcing the lease will not be necessary. Or, if it is necessary, we hope the issue will be a very minor one. It is the responsibility of every tenant to read the lease and abide by its terms. We hope that all tenants will fulfill that responsibility.

Every now and then, however, we run into a tenant that has trouble keeping the lease. And then the process begins. Perhaps an initial conversation reminding the tenant about the lease infraction will be the end of the matter. If not, a second conversation or perhaps now a written notice of the infraction is necessary. At each juncture, we continue to hope the infractions will cease. The more infractions, the more the written notices will continue to flow until that dreaded final notice.

If the tenant happens to be a Section 8 Housing Choice Voucher Program Participant, they have an obligation which states that the family (including each family member) must not commit any serious or repeated violation of the lease. Therefore, we at Marin Housing, have a vested interest in being informed when the tenant as described above is a Section 8 tenant. We like to be copied on any notices, informed about any repeated conversations or issues with a tenant breaking the lease. Perhaps we can help encourage them in the direction of lease compliance. You can forward any of this information to the tenant's Housing Eligibility Worker.



Our mailing address is:

Marin Housing
4020 Civic Center Drive
San Rafael, CA 94903

The Housing Eligibility Workers are listed below based on the first letters of the tenant's last name:

Jill Symkowick (A-EDM)
415-491-2587 • JSymkowick@marinhousing.org

Latitia Rogers (EDN-LAZ)
415-491-2597 • LRogers@marinhousing.org

Adriana Magallon (LBA-RHO)
415-491-2580 • AMagallon@marinhousing.org

Dawn Killion (RHP-Z)
415-446-7053 • DKillion@marinhousing.org.

So remember to let us know...about lease violations.

Marin Housing has a vested interest in being informed of lease infractions by a Section 8 tenant.

Housing Rights

Are civil rights!

Title VIII of the Civil Rights Act of 1958 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents or legal custodians, pregnant women, and people securing

custody of children under the age of 18), and handicap (disability).

For more information contact the HUD Hot Line at 800-669-9777 or you can visit the Title VIII webpage on the HUD website at: http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/progdesc/title8.



Are You a San Rafael Landlord?

If so, this might interest you:

The multi-family housing regulations for secondhand smoke go into effect November 14, 2013.

The August 1, 2013 edition of *Snapshot*, the e-newsletter from the City of San Rafael, included important information on a new city ordinance. The City of San Rafael has updated the City's municipal code with regards to secondhand smoke. These changes address concerns about outdoor air and multi-family housing. The outdoor air regulations went into effect last November. The new multi-family housing ordinance prohibits smoking in all duplex and multi-family residential units that share a common wall in San Rafael. The ordinance applies to all new and existing properties. The multi-family housing regulations go into effect November 14, 2013.



For more information about the ordinance, visit www.cityofsanrafael.org/smokefree.

Our Landlord/Partners:

Thank you!

We understand these economic times are hard on everyone. We want to thank you for your partnership and generous understanding during this difficult time of Sequestration. We continue to value your support and participation in the

Housing Choice Voucher Program. We would like to acknowledge all of our landlords, who have given our clients the opportunity to have a decent and safe environment to call home.

Once again: thank you!



LANDLORD NEWS — SUMMER/FALL 2013

415-491-2525



Do You Have Any Available Units?
Do not forget to contact Nancy Miller, if you are interested in listing your property with us. Nancy can answer your questions and can be reached at 415-491-2565 or e-mail: NMMiller@marinhousing.org.

4020 Civic Center Drive
San Rafael, CA 94903
415-491-2525

MARIN HOUSING
Making Housing More Affordable