



REPAIRS, MAINTENANCE, AND HABITABILITY

Under California law, all residential leases and rental agreements contain an implied warranty of habitability. The landlord is responsible for repairing and maintaining a rental unit in a habitable condition and must ensure that the rental unit complies with state and local building and health codes. This responsibility is subject to the tenant's concurrent duty to maintain the unit.

A RENTAL UNIT MUST PROVIDE:

- ✓ Effective weather and waterproofing of roof and exterior walls, including no broken doors and windows.
- ✓ Plumbing system in working order, including hot and cold water and an efficient sewage system.
- ✓ Gas and heating system in working order.
- ✓ Electrical system, including wiring and lighting, in working order.
- ✓ Clean and sanitary buildings, common grounds, and appurtenances; be free from debris, filth, rubbish, garbage, rodents, and vermin.
- ✓ Adequate trash receptacles.
- ✓ Floors, stairways, and railings in good repair.



THE LANDLORD MUST ALSO PROVIDE:

- ✓ A working bathtub or shower and toilet. The toilet, bathtub, or shower must be located in a ventilated area that affords the tenant privacy.
- ✓ A kitchen sink made of non-absorbent material.
- ✓ Natural lighting in every room through windows or skylights. All windows must be able to be opened at least halfway, unless a fan provides mechanical ventilation.
- ✓ Safe fire and emergency exits.
- ✓ Storage areas and garages free of combustible materials.
- ✓ Operable door locks and deadbolts on entry doors.
- ✓ Smoke detectors in all multi-unit complexes and in common areas.

A landlord cited by code enforcement for a substantial violation cannot collect rent or take legal action against a tenant if the violation is unremedied for more than 30 days. Breach of a minor housing code or loss of mere aesthetic qualities in a rental unit are not sufficient to violate habitability.

RETALIATION FOR REQUEST OF REPAIRS OR MAINTENANCE

California law presumes the landlord has a retaliatory motive, if subsequent to a tenant's complaint concerning repairs or the exercising of a right by the tenant, such as, the repair and deduct remedy, the landlord terminates the tenancy, increases the rent, or initiates any punitive action against the tenant. The presumption of retaliation extends for 6 months after exercising a tenant right, but the tenant cannot be behind in rent for unrelated reasons, and cannot provide an independent basis for eviction such as violating the terms of the lease.

For assistance contact **Project Sentinel (408) 720-9888**