

UP TO CODE

Landlord/Tenant Law
with John Forhan
(AS Legal Services)

"Repair & Deduct" sounds like an excellent option for tenants who are fed up with things in their apartment not getting fixed. Should more people use it?

What you have to remember about "Repair & Deduct" is that the problem, whatever it is, has to be directly related to basic habitability. You can't invoke "R&D" just because the fridge smells of turnips or because the drapes look like they've been used for cleaning the stove. For a tenant to use "R&D", the problem has to be something that adversely affects health or safety. That includes non-functional plumbing or heating systems, lack of protection against the weather, inadequately lit common areas or any kind of unsanitary conditions. And tenants obviously have a right to expect that floors, stairways and railings won't collapse or fall apart under them.

All right. Let's say there's a broken window in my apartment. I started asking the Manager to fix it three weeks ago, but it's still broken. What do I do now?

Well, first of all, tenants are supposed to give landlords reasonable notice before resorting to "R&D", so the key is "reasonable." But there are obvious yesterday-is-too-late emergencies--the heater going on the blink in January, for example. All the way through this process, what tenants have to remember to do is document everything. Take a picture of whatever's broken or causing the problem. Have it witnessed by an independent third party. Get two or three quotes from tradespeople. Make sure you hang on to all the records that detail the actual repair.

Are there any limits on how much tenants can spend?

Yes. You can't spend more on the repair than what you pay for a month's rent. When you do pay the rent, you deduct the cost of the repair and just pay the balance. One other thing. If you do decide to take advantage of the "R&D" remedy, you can only do so twice in any twelve-month period.

So, if the problem is something major, like a leaky roof, the chances are it'll cost more than one month's rent to fix it anyway. What options do I have in a situation like that?

Tenants have a couple of choices in situations like that. The first is simply to move out. The second is to withhold the rent until the repairs in question have been completed and the building no longer represents a threat to tenants' health or safety. That sounds relatively straightforward, but I would

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HERE COME THE MONSOONS (Maybe)

Rain and the Arts of Apartment Maintenance

by Roane Akchurin
Acting Manager, UCSB Community Housing Office

In a student community such as Isla Vista, where few tenants stay longer than twelve months in any rental-housing unit, maintenance generally can (and often does) become an exceedingly volatile issue.

The emotional fog that disputes over maintenance generate has the unfortunate effect of obscuring the specific rights and responsibilities that the law clearly assigns to both tenants and landlords in such situations.

Most Isla Vista landlords understand that any unreasonable failure on their part to respond swiftly and judiciously to legitimate maintenance problems (apart from any ethical considerations) will severely hinder their efforts to get the units rented for the following year.

But there may always be a few who either don't understand that students talk to each other or simply don't care one way or the other.

In this second edition of *Household Words*, we've tried to bring some light to definitions of what does constitute a basic habitability problem and what doesn't as well as to the steps in the process that tenants should follow in order to be assured of living conditions that are fundamentally safe and healthy.

Let us know how helpful you find it.

IN THE NEIGHBORHOOD Perspectives on Isla Vista Housing

2. Patrick Naessens

As Activities Advisor for Greek Affairs, Patrick Naessens works with the Panhellenic Council, the InterFraternity Council and the presidents of UCSB's 31 sororities and fraternities on a broad range of issues. Those issues range from such fundamentals as planning activities and recruitment to the development of programs addressing alcohol awareness and date rape. Naessens also works with the Greek Peer Review Board whose judicial authority, when invoked in response to alleged infractions, extends from imposing educational sanctions to terminating an organization's operating privileges.

Membership in UCSB's sororities and fraternities now represents approximately 18% of the university's undergraduate population, and 27 of these organizations are now established in houses within Isla Vista.

For the fraternities, renting is the more popular option: only four organizations own or are buying their buildings. Sororities, however, prefer to own their premises, and only three of UCSB's contingent rent their Isla Vista houses.

With the resurgent popularity of Greek life at UCSB, the sororities and fraternities have collectively become major players in Isla Vista's congested housing market.

HW: What factors do you think account for the recent proliferation of Greek houses in Isla Vista?

PN: Students' interest in the Greek experience really started to grow during the mid 70's, not just at UCSB but at campuses all over the country. Nationally, interest has fluctuated, but it's remained strong at UCSB. The expansion here, with two new sororities and six new fraternities getting established during the past six years, was simply a response to demand. The older houses were bursting at the seams as they increased their chapter size, but there were still students whose interest could not be met. Right now, the sororities rush once a year, and more than 600 women register to rush. Fraternities rush twice a year, with more than 500 men registering on both occasions.

HW: What's the fundamental appeal to students of living in a sorority or fraternity house?

PN: Most important, it's a more or less guaranteed source of housing. The houses offer a real alternative, a small community living situation that's structured around what the members themselves find acceptable and unacceptable. The quality of life in a house is high and compares well to living in other IV complexes.

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OUT OF HARM'S WAY by Tasha Lockyer

Ah, the joys of independence! Here you are, newly installed in your first apartment, surrounded by all your treasures from home (including a gorgeous new stereo that's your pride and joy) and with not a care or a chore in the world.

Except maybe one.

Looking at that stereo system, purchased by the sweat of your brow with what you were able to save from your job during the summer, you can't help wondering how secure the apartment is against prowlers. If it isn't secure, you start to feel you might just as well put a neon sign reading "Steal me!" on top of the CD player; that would at least save the burglar some time and maybe keep him from trashing the place in search of other valuables.

Exactly how safe are your belongings in this apartment?

For that matter, exactly how safe are you?

While it's important to remember that the only impregnable secure apartments in California are those located in San Quentin and Soledad (and who wants to live in a virtual prison?), there are many simple and non-paranoid precautions that renters can take to diminish risks to themselves and to their property.

1. Start by checking the doors and windows.



Your landlord is obliged by law to ensure that all the doors and windows in your apartment can be securely closed. If you find a problem, report it and insist (politely) that whatever's wrong be fixed immediately. If your apartment

doesn't have dead-bolt locks on its front (or back) door, find out from your landlord what it would take to get them.

2. Keep your door locked at all times.

Don't open your door until you know who's out there knocking.

Insist that maintenance or service personnel produce valid ID before you let them in.

Don't leave your keys under the door-mat or under a potted plant or anywhere else obvious.

If you misplace your keys, report the loss at once, to your landlord and to the police, then get the lock replaced.

3. Limit the quantity of valuables you keep in your apartment, but be sure to maintain an inventory of



those you really can't live without; keep sales receipts and other identifying materials with the inventory and give copies to someone at home.

UCSB Police (893-3446) will loan you engraving tools that you can use to inscribe valuables with your driver's license number.



4. Keep emergency numbers close to all telephones in the apartment.

5. If you own a bicycle, take the time to have it properly registered, and keep your own record of the



bike's description, serial number and registration number.

6. Don't walk alone--especially at night. UCSB offers a 24-hour escort service through the Community Service Organization; that number is 893-2000. Any time you are out walking after dark, try to keep to well-lit public walkways.

7. Santa Barbara County Ordinance #3380 requires landlords to equip all rental units with functioning smoke detectors. But it's up to you, as a tenant, to make sure that it does indeed work and that the batteries aren't exhausted.

Find out (and memorize) those places that your landlord uses for storing the fire extinguishers.

Plan an escape route against the possibility, however remote, that a serious fire does break out; there'll be no time to figure one out in an actual emergency.

If a fire starts, get out of the apartment and call the fire department from a neighbor's phone. Never re-enter a burning building.

8. Talk about safety and security issues with your roommates and try to get everyone to agree to follow these basic procedures.

UP TO CODE

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urge any student tenants confronting an emergency situation that seems to justify breaking the lease or withholding rent to consult with us here at AS Legal Services before they actually go ahead with it. It's too easy to get so steamed about a problem that it seems more important to get back at the landlord than to exercise cool judgment. If tenants make a mistake here, they can easily find themselves subject to eviction and other penalties.

That brings up another point. What's to stop landlord from evicting tenants they think are trouble-makers?

The law makes it clear that landlords are not permitted to retaliate against tenants who exercise guaranteed rights. It even specifies a 180-day moratorium.

There's no catch in any of this?

Only if tenants think that withholding means the same thing as not having to pay the rent at all. Once the landlord has fixed the problem, all the rent that a tenant has withheld immediately becomes due and payable, in full. It's tempting to think that a landlord's failure to remedy a particular problem somehow exempts the tenant from having to pay rent, but that's not true. In the event that rent is withheld, for whatever reason, tenants are well-advised to put the money into the bank, in a special account, in order that there be no difficulty in making the payment when it becomes due.

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IN THE NEIGHBORHOOD: Perspectives on Housing in Isla Vista

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HW: Relations between the houses and Isla Vista's property owners haven't always been the most cordial. Why is that?

PN: Like a lot of community issues that go a bit sour, this one goes back, I think, to poor communications. The six fraternities and two sororities that are new here in the last two years, all of them rent their houses. That's one tenant, one check. Most of the complaints I hear about, like excessive noise or inappropriate behavior reflect the fact that in-house leadership turns over every year. There's a lot more individual houses and their leaders could do to improve relations with their neighbors. But that's a two-way street. Maybe some of the neighbors themselves could take some initiative here, especially at the beginning of the year.

HW: Why do the fraternity houses seem to attract so much more criticism than the sororities?

PN: To generalize, the sororities enjoy a much higher level of support from their national organizations. Their local alumnae tend to be much more closely involved with the individual houses. Most sororities also have a full-time live-in house director. A sorority house is usually more structured and more consistent. The rules don't change much, and neither does the chapter leadership's interpretation of those rules. One of those rules is a prohibition against alcohol, and that obviously helps. But I don't want to imply that all sorority members are by definition blameless when there's any trouble. Fraternity parties are often the focal point of neighbors' resentment, and those

parties are well attended by sorority members.

HW: What would be the best strategies for improving community relations?

PN: For the fraternities, I think more active involvement on the part of national leadership or local alums would really help a lot. Several chapters already have that, and it makes a huge difference. Additionally, we have a new program in place this year that puts live-in Graduate Resident Assistants in three houses to support undergraduate chapter leadership. Well-publicized open houses at the beginning of the year be an excellent community relations initiative. Publicizing events that aren't parties would be constructive. Alpha Tau Omega's Halloween Haunted House is a really effective way of reaching out to the community. Scheduling social events in public venues might help resolve problems, and it might also encourage property-owners to invest more money in maintenance and renovation. And if I were a chapter president, I'd make a point of visiting neighbors and introducing myself at the beginning of the school year.

HW: Who makes a Greek organization's housing decisions?

PN: Every sorority and fraternity has a Housing Corporation, usually made up of alums. The Housing Corporations are set up as non-profit organizations. It's they who execute leases with local property-owners, then they turn around and make contracts with the house's residents. The Corporations have all the general duties and responsibilities of any non-profit board.



Building 434/Room 110
UCSB Santa Barbara CA 93106-7160

805) 893-4371
New Listings (24-Hour Taped Message): (805) 893-4376

**R E Q U E S T F O R
M A I N T E N A N C E**

This form is provided solely as a service to tenants and landlords. We suggest that tenants consult with their landlords or managers to ensure that the format used here is compatible with in-house maintenance policies.

Tenant's Name: _____ Phone: _____

Address: _____ Apt #: _____

Maintenance staff may enter this apartment to correct the problem at any time: Yes _____ No _____

Maintenance staff must make time-certain appointment in order that they may be admitted by tenant(s) to apartment: Yes _____ No _____

Best time for maintenance staff to contact tenant(s) to make appointment:
AM _____ PM _____

Description of Problem: _____

Tenant's Name: _____ Phone: _____

Address: _____ Apt #: _____

Maintenance staff may enter this apartment to correct the problem at any time: Yes _____ No _____

Maintenance staff must make time-certain appointment in order that they may be admitted by tenant(s) to apartment: Yes _____ No _____

Best time for maintenance staff to contact tenant(s) to make appointment: AM _____ PM _____

Description of Problem: _____

Please Note: Tenants should always keep copies of any Maintenance Requests they submit for their own records.

**I M P L I E D W A R R A N T Y
o f H A B I T A B I L I T Y** by Laurie Wright

In 1974, the California Supreme Court handed down a landmark decision (*Green v. Superior Court*) whose principal purpose was to instruct landlords that the rental agreement includes an implied promise by the landlord to keep the residence in habitable condition at all times. The effect of this decision was to enact legal exemptions for a tenant from any contractual obligation to pay rent if the landlord failed to ensure that the property proposed no risk to the health or safety of its occupants.

Later interpretations of this decision have expanded its scope to nullify any clause in a rental agreement that explicitly waives tenants' rights with respect to habitability. A tenant's decision to move into a shabby or neglected residence does not mean that he or she has thus accepted any condition that imperils health or safety.

The criteria by which habitability is judged are as follows:

1. Effective exterior waterproofing and protection against the weather, including unbroken doors and windows;
2. Functional plumbing or gas facilities, in compliance with prevailing codes;
3. Reliable supply of hot and cold running water, provided through appropriate fixtures and connected to an appropriate sewage

disposal system;

4. Functional heating facilities, in conformance with prevailing codes;

5. Electrical lighting, with wiring and electrical equipment which conformed with applicable law at the time of installation, maintained in good working order;

6. Building, grounds and appurtenances kept clean, sanitary and free from all accumulations of filth, garbage, rodents and vermin;

7. Adequate supply of clean and functional trash receptacles;

8. Floors, stairways and railings maintained in good repair.

A tenant, in turn, is legally obliged to keep a residence as clean and as sanitary the premises' condition permits, to dispose of trash in a clean and sanitary manner, to use all gas, plumbing and electrical fixtures safely and cleanly, to prevail on household members and guests not to vandalize the premises, and not to use any part of the premises for purposes different from those for which they were designed.

Resource: TENANTS' RIGHTS (California 10th Edition) by Myron Moskowitz & Ralph Warner (Nolo Press, Berkeley, 1990)



I N D I A

Renting problems in India are perhaps best exemplified in Bombay, a port on the Arabian Sea, the country's financial capital and one of the world's largest cities.

Most Bombayites live in apartments, owned either by themselves or the Government or a private party. A popular approach is for a group of people (from the same company or from the same community) to form a Co-operative Housing Society and build an apartment complex (typically several units in a large walled compound) with money borrowed from a bank. The bank holds the Society's mortgage. Monthly payments (typically Rs. 800 of a middle-class Bombayite's monthly salary of rs. 2500) are made to the bank, and the mortgage is paid off in twenty years or so. But real-estate prices in Bombay have skyrocketed in the last ten years to the point where most apartments are well beyond the reach of the middle-class Indian today.

Renting existing housing is considerably more difficult. Government housing has long waiting-lists and is of poor quality besides. Because laws generally favor tenants, private landlords are very careful about who they rent to. If a tenant should stay in a particular apartment for more than 365 days on the same lease, then he is pretty much in for life--and at the same rent he started out with. This is why landlords go to great pains to track down their tenants during the last week of the annual lease and have fresh contracts signed. If they fail to find them (tenants have been known to take long vacations to their native villages at this time), landlords sometimes resort to forcible eviction and removal of the tenant's belongings. Since demand far exceeds supply, landlords do not advertise vacancies, either in the papers or on signs outside. Any advertising is almost exclusively by word of mouth. Hence foreigners visiting Bombay and wishing to rent an apartment are well-advised to make a few good Indian friends if they are to have any chance of getting housing at the market rate.

Mani Sundaram

LETTERS & OTHER CORRESPONDENCE

Hey, nobody wrote.
Come to think of it, nobody called either.

Rather than assume that our first issue was so boring or out of touch that our readers (further assuming that we had any) discerned no earthly point in trying to enlighten us, we have chosen to believe that **Household Words**, in its initial incarnation, responded so precisely and effectively to consumer need that the community as a whole was reduced to awestruck silence.

If that judgment needs some discreet correction, please articulate your sentiments in a polite letter.

Please remember, our rental housing is your rental housing.

**H O U S E H O L D W O R D S
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NEW CHO LISTINGS: BETTER SERVICE, GREATER RELIABILITY, MORE FLEXIBILITY

by Lynn Hatzenbeler



Building 434 / Room 110 UCSB Santa Barbara Ca 93106-7160
(805) 893-4371
New Listings, 24-Hour Recorded Message (805) 893-4376

OFF-CAMPUS RENTAL LISTING

Contact Person

Last Name: _____ First Name: _____

Home Phone: _____ Time to Call: _____

Work Phone: _____ Time to Call: _____

Address: _____ (Apt.#: _____) City: _____

Zip Code: _____ Name of Apartment Complex: _____

Location (Area of City): _____ Miles from Campus: _____

Shared (Someone Lives There Now) or Vacant? (S or V) _____ Monthly Rent (Exact Amount, No Ranges): \$ _____

- Housing Type (Please Circle One):**
- | | | |
|---------------------|---|------------------------------------|
| 1. Vacant Apartment | 5. Vacant Condo | 8. Room in Private Home |
| 2. Vacant Duplex | 6. Roommate Needed in Student Household | 9. Exchange Position for Apartment |
| 3. Vacant Studio | 7. Roommate Needed in Non-Student Household | 10. Exchange Position for Room |
| 4. Vacant House | | |

Number of Vacancies (if it is a shared situation): _____ Total Number of Bedrooms in Rental: _____ Length of Lease (if not Month to Month): _____

Date Available: _____ Smoker There Now? (Y or N) _____ Smoker OK? (Y or N) _____

Tenant Preferred? (Male, Female, No Preference) _____ Total Number of Bathrooms in Rental: _____
Only applicable if it is a room to rent.

Last Month's Rent? _____ Amount of Deposit \$ _____

Comments: _____

Listing Date: _____

- Amenities Available**
- | | | |
|---|--------------------------------|----------------------------|
| 1. Utilities Included _____ | 5. Furnished Bedroom _____ | 9. Dishwasher _____ |
| 2. Private Bedroom _____ | 6. Furnished Living Room _____ | 10. Private Entrance _____ |
| 3. Kitchen Privileges If Room In Private Home _____ | 7. Public Transit _____ | 11. Parking _____ |
| 4. Private Bathroom _____ | 8. Laundry Facilities _____ | 12. Pets Allowed _____ |

CONTINUED ON OTHER SIDE

DISCLAIMER

In return for the use of the listing facilities of the UC Santa Barbara Community Housing Office, I agree to abide by all public laws and regulations pertaining to the rental of housing accommodations, including **not discriminating on the basis of race, color, religion, national origin, sex, marital status, handicap or sexual orientation.** Also, I agree to give equal consideration to **Undergraduate Students** as well as to **Graduate Students, Faculty and Staff Members.** Listors may indicate a preference for male or female **only** if the rental listing is a room for rent.

This is a listing only. The University accepts no responsibility. The University has not accepted, approved or disapproved this facility nor investigates, endorses or guarantees the suitability of those responding to any listing.

Your listing will be active for **21 days only.** If you need to cancel, extend or make a change to your listing, please call the **Community Housing Office** at (805) 893-4371.

Over the past few months, the ways in which the **Community Housing Office** goes about the task of listing off-campus housing opportunities have undergone some fundamental changes, all of them designed to improve the quality and usefulness of the services we provide.

The most significant change we've made has been our transition from a manual system to one that fully exploits the benefits of computer storage and retrieval. Using software developed specifically for off-campus rental-listing services such as ours, **CHO** listings are now printed out every day, usually at about 4pm, and reflect the day's new listings as well as all up-to-the-minute changes.

Anyone who wishes to list a rental opportunity on **CHO's** bulletin boards is now asked to answer a sequence of questions that corresponds exactly to the fields specified by the software.

By using this program during the past several months, we've been able to identify several ways in which we might be able to redesign it, for our own benefit as well as that of our clients; those changes, together with any other modifications passed along to us by your suggestion, will be implemented as soon as circumstances permit.

A second innovation, one that reflects policy rather than practice, asks that all patrons of **CHO's** listings service now sign off on a **Disclaimer** (reproduced below the adjacent copy of the listings form).

One of the **Disclaimer's** functions is to make clear to anyone submitting a listing that the service is purely and exclusively informational.

The **Disclaimer** also alerts patrons to the fact that the privilege of listing rental-housing opportunities on **CHO's** bulletin boards is tied to their commitment to observe all applicable public laws and regulations, especially those that address discrimination.

The only context in which discrimination of any kind is permissible is in **Shared Housing**, where the expression of preference for male or female roommates or housemates is quite legitimate, as long as fewer than two rooms are being offered.

We've also added a clause explaining that it is not permissible to limit the response to any listing by specifically excluding Undergraduates.

It's important when filling out one of our listings blanks to respond to each request for information as precisely and as clearly as possible. Answers that are written in vague or ambiguous language will either win you a follow-up "What does this mean?" call from **CHO** or a lot of irrelevant inquiries from people who didn't fully understand your listing.

Listings are now active for three weeks. The computer stores listings for twelve months, active or not, so, if you're renewing after a hiatus, please tell us; you'll save yourself a lot of time.

Were you a tenant last year at CORTEZ BALBOA or COLONIAL Apartments?

If you were, you may have some questions about the current status of your security deposit.

John Forhan of AS Legal Services will be available to answer questions from former CBC tenants on Tuesday November 12 in UCen 1 from 12 noon until 1pm.

THE RENTER'S ALMANAC

Did you know...

that your personal belongings may be insured against theft and fire under the terms of your family's home-owners' insurance policy?

Renters' insurance is not particularly expensive, but, before you invest in a policy of your own, check with your family's insurance agent back home and make sure that you're not spending your money on something you may not really need.