



HOUSEHOLD WORDS

Vol No 199

UCSB COMMUNITY HOUSING OFFICE

893-4371

8AM-5PM

MONDAY-FRIDAY

**UP TO
CODE**



HOME ECONOMICS

by Roane Akchurin
Manager, UCSB Community Housing Office

In this issue of *Household Words*, we've addressed four particular areas of primary concern to any students anxious about getting their money's worth in privately owned, off-campus housing.

Sherie Taylor from AS Legal Services discusses habitability and maintenance as these are defined under California law.

Sgt Jeff Meyer, with the IV Foot Patrol, suggests some precautions that any renter can take if s/he is planning to be out of town over Thanksgiving or the longer holiday season to protect their household against burglary. And Cheri Gurse, who co-ordinates the Women's Center Rape Prevention Program, shows what steps any renter can take to minimize personal exposure to assault.

Finally, Jennifer Dietrich, working this year as the Joan Mortell Intern here in the Community Housing Office, proposes some strategies that can help protect roommate relationships against meltdown and other catastrophes.

Household Words exists to provide a forum in which questions affecting student tenants' rights and responsibilities can be tackled and answered.

If you have a concern, about security deposits, about privacy, about discrimination, or about any aspect of your off-campus housing arrangements, please let us know.

In the meantime, please remember that the Community Housing Office is your best resource for off-campus housing listings and information. We're open from 8am to 5pm, Monday through Friday, in Building 434, on the mountain side of Storke Tower between the Women's Center and the Counseling and Career Center; or you can call us at 893-4371.

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LANDLORDS, TENANTS & THE LAW

SHERIE TAYLOR
(AS LEGAL SERVICES)

Sherie Taylor is an attorney who has worked for AS Legal Services since January, 1992. She is a native Santa Barbaran who took a Bachelor's in Chemistry here at UCSB and then went on to Santa Barbara College of Law, passing the California Bar in 1991. When not working in the AS Legal Services office on the third floor of the UCen, Sherie is a sole practitioner in Santa Barbara.

Sherie's contract with AS Legal Services makes her available for direct consultations with students for a total of eight hours a week. Because of potential conflicts of interest, Sherie is not able to represent or advise any student who is involved in a dispute with another UCSB student, with an employee of UCSB or with the institution itself; in-house disputes such as these are referred either to the Community Housing Office or to the Ombudsman's Office, depending on the nature of the dispute.

Students needing Sherie's advice should call AS Legal Services at 893-4246, between 9am and 4pm, Monday through Friday, to set up an appointment.

With the winter storm season almost upon us, *Household Words* asked Sherie to discuss the thorny topics of habitability and maintenance for this issue.

HW: California Civil Code specifies standards that all rental housing units must meet in order to be judged habitable. How literally should tenants take these standards if they're looking for improvements to be made or trying to justify a decision to move out.

ST: Sections 1941.1 and 1941.4 of the California Civil Code, along with state and local housing, building and health codes, provide the standard for what's known as the Implied Warranty of Habitability. These are minimum requirements that all owners of rental units must meet. But it's not meant to be exhaustive.

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HOME ALONE III

Jeff Meyer has spent fourteen years with the Santa Barbara County Sheriff, the last two as a sergeant assigned to the fifteen-person Isla Vista Foot Patrol office on Pardall. The approaching holiday season will bring with it, as it does every year, a general evacuation of Isla Vista rentals as student tenants go home both for Thanksgiving and for December's ecumenical assortment of celebrations. And traditionally that has meant a sharp tick upwards in statistics that record burglaries in Isla Vista. *Household Words* sat down with Sgt Meyer recently to find out what the Foot Patrol recommends to tenants seeking to minimize the chances that their apartment (or duplex or house) will be one of those to which the Foot Patrol is dispatched to investigate a burglary.

HW: Jeff, how serious a problem is the holiday season for burglaries here in IV?

JM: It's no secret out in the community that Isla Vista empties out at this time of the year. And it's also no secret that students have a lot of stuff that's relatively easy to get rid of on the street. Stereo equipment, computers, CD's, that kind of thing. Unfortunately, it's also pretty well known that too many students often don't take even basic precautions when they're going to be away from their apartments or wherever they're living in Isla Vista. That all adds up to the kinds of opportunities that burglars find it hard to resist.

HW: What do you mean, they don't take even basic precautions?

JM: When we're out right after the students take off, we see windows

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UP TO CODE

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There may well be other circumstances in specific units that effectively make them unfit for human habitation. If push comes to shove in a situation where a tenant is claiming that his or her unit is uninhabitable, the tenant should use his or her best judgment as a reasonable person in a similar situation when deciding whether to take action. In other words, if there is a violation of the habitability standards, it has to be a serious, material violation, one that jeopardizes either the health or safety or both, before any of the more dramatic remedies can be used.

Those remedies carry a lot of weight. There are a lot of responsibilities and ramifications, for tenants as well as for property-owners. This is heavy-duty stuff. We always encourage everyone involved to look at alternative settlements, to give these other options a chance first. In cases where the defects do not constitute a breach of the implied warranty, I always try to do is find out if there's a second agenda, if the complaint about habitability is actually a mask for something else the tenant wants to accomplish.

HW: So tenants have to be ready to back up what they're saying? People, or judges, I guess, if this ends up in court, aren't just going to take their word for it that something's seriously wrong in their apartment.

ST: They're going to get questions that ask about foreseeable risk, about the owner's awareness of the problem—"How many times was s/he told about the problem in writing?"—about how long the problem has existed, and so on. There has to be tangible evidence of a major problem, so just picking away at minor stuff is not going to get it done. And the more written documentation the tenant can produce, showing his or her efforts to get the problem fixed, the better.

HW: Isn't it true that if tenants take up residence in a rental unit, they're effectively accepting it as it is unless they get specific addenda to the lease from the landlord, including dates, as to when problems will be fixed?

ST: If the problem comes within the field of the minimum habitability requirements, a tenant's failure to get a written commitment from the owner to fix things does not mitigate the owner's obligation to fix them. Tenants are not waiving their rights to habitable conditions if they move into a unit that doesn't have reliable heating or has a door that doesn't close properly.

HW: What are those last-recourse remedies you talked about?

ST: Let's talk about the preamble again. If there is a material, substantial violation of habitability standards, the tenant must notify the owner in writing. After that's been done, the law allows owners a "reasonable" amount of time in which to take care of business. If that doesn't work, tenants have the right to follow one of these three strategies. First, you can take care of the problem yourself and deduct the amount of the repair bill from your next month's rent. The catch here is that the cost cannot exceed one month's rent, so this remedy is best used for minor repairs. Or you can withhold rent until the condition is remedied. Or, finally, if conditions are serious, you can simply move out of the uninhabitable unit. It's really important to remember that there are a lot of pitfalls for tenants with all these remedies. Property-owners tend to know the law a lot better than student tenants, and if you make a mistake, you could be asking for an "Unlawful Detainer" eviction notice, no matter how righteous your original complaint may have been. Please come to AS Legal Services before you proceed with any of these solutions. If you're not sure whether the problem really does justify one of these remedies, you can call a Building or Health Inspector for the jurisdiction in question and have them check it out for you. Because a breach poses a serious threat to health and safety, the remedies available are likewise serious. While a tenant must take advantage of his/her rights and actively exercise them, s/he should always be careful not to abuse what may be a minor breach to achieve other objectives, such as getting away from a disagreeable roommate or getting out of a lease that's too expensive, instead of alleviating defects that threaten health or safety. You also need to remember that owners and managers are prohibited from taking any retaliatory action against you for at least six months from the time you complain or from the time you used one of these remedies. If you have to move out while repairs are being made, you also have first refusal on the unit once it's been made habitable again.

IMPLIED WARRANTY OF HABITABILITY (California Civil Code, Section 1941.1)

1. Effective protection against the elements, including waterproof walls and roofing, and unbroken windows and doors;
2. Functional plumbing facilities, including hot and cold running water, and efficient sewage disposal;
3. Gas facilities, heating resources and electrical system in good working order;
4. At least 2 functioning electrical outlets (or 1 outlet and 1 light) in every room, with at least 1 light in the bathroom;
5. Well-lighted common areas, such as stairs and hallways;
6. Buildings, grounds and fixtures that are clean, sanitary and free from debris, filth, rodents and vermin;
7. Adequate and properly maintained trash receptacles;
8. Floors, stairways and railings that are safe and in good repair.

Section 1941.4, added in January 1992, also insists that the owner provide at least one functioning telephone jack for each rental unit.

HOME ALONE III

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left open, like the rooms and students possessions are on display for anyone paying attention. We see newspapers piling up outside front doors. We see mail-boxes overflowing. No cars outside. No lights on inside. Just a whole lot of things that are saying "This place is deserted, so help yourself! What burglars are more interested in than anything else is not getting caught, and combinations of circumstances like these are just about ideal for them.

HW: So what precautions can people take without getting totally paranoid?

JM: The first thing you need to do is be sure that all your roommates are on the same page about security. If one person is out of sync with the rest, he or she can make all your precautions useless. The first thing you need to do is be sure that all the locks work. Ideally, you've got deadbolts in place. And it's a good idea for everyone to promise to lock the door every time they go out, not just when the place is going to be empty for a while. That means everyone has to have their own key. Once you know everyone's going to be gone, find out if one of your neighbors is going to be around to keep an eye on things. Maybe they'd pick up your mail and keep it for you. Get custom-cut dowels for the windows. And get some timers for the lights. Cancel the newspapers. What you're trying to do is to make your house look like it's not an easy one to break into, like there may be people in there even when it's empty.

HW: What should tenants do about their more valuable possessions?

JM: If it was me, and I had a computer or something like that, I'd just pack it in the trunk and take it with me. Same thing with CD's. CD's are a very hot item right now. I'd pack them up and take them with me, too. What we recommend to everyone is to mark these possessions. CD's you can mark with a felt pen on the inner circle of clear plastic. We recommend you use your driver's license number when you're tagging your possessions. Once you've taken an inventory of your possessions, don't keep the list where you live. If someone does break in and they find that, it'll just remind them what they've missed.

HW: Are all those duplexes and triplexes any more vulnerable than the big apartment complexes?

JM: No. In the big complexes, people take it for granted that there'll be a lot of coming and going, so no-one really pays much attention to strangers. No-one can afford to get smug about this. What tenants need to do is to make their homes unattractive as targets and their possessions unavailable as loot.

HOUSEHOLD WORDS

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KEEPING SAFE / SAFEKEEPING

by **CHERI GURSE & JEREMY JANES**

The statistics, for women, are distressing.

Research indicates that as many as one woman in four is the victim of rape or attempted rape during her years as a student.

FBI reports show that one woman in three is the victim of sexual assault during her lifetime.

College-sponsored surveys demonstrate that one man in twelve is able to describe his participation in a sexual assault and then deny categorically that the incident in question actually constituted an assault.

Nearly all assaults against women are committed not by strangers but by men who are known to the woman. This is not comforting news either for women or for men, but involvement now in rape prevention efforts and in the initiation of large-scale social change can do much to improve this situation.

These precautions will serve anyone well who wishes to minimize their exposure to burglary, robbery or assault.

Although the documentary evidence suggests different conclusions, it is indeed the fear of stranger assault that haunts many women during their search for housing in Isla Vista.

Protection against acquaintance sexual assault entails understanding clearly that it could happen to you, learning assertiveness, setting well-defined boundaries in relationships, claiming the right to say "No" or "Yes" and to change your mind, studying and grasping the dynamics of oppression and social change theory.

Protection against stranger assault is different: This involves good locks, good lighting, escorts and physical security systems. All this would become unnecessary, of course, if men who commit rape would stop.

Because such "hardware" techniques and strategies do make a difference in deterring certain kinds of crime, the Community Housing Office together with the Rape Prevention Program sponsored by the Women's Center and the Police Department offer the following guidelines addressing personal safety issues regarding stranger assaults. While the advice that follows is designed specifically to empower women to assert stronger control over their lives and thus actively diminish the odds that they will be victimized by a stranger assault, much of it also has a common validity for men: These precautions will serve anyone well who wishes to minimize their exposure to burglary, theft or assault.

Your exercise of control over what might and might not happen to you demands first that you look at your home environment skeptically and critically.

Ask yourself, "If I were an intruder, would this place look like one that was easy to break into? Is anyone paying attention?"

How well is the exterior maintained? Poorly maintained yards or grounds are like a beacon to the wrong people.

Does the building have a criminal past? The IV Foot Patrol will tell you of any reported break-ins, sexual assaults or even suspicious circumstances logged in over the past year.

Knock on nearby doors. Look for women neighbors. Ask them if they feel safe.

Find out how management responds when a problem that affects safety is reported. Enlist a friend for company and walk around the place at night. Is there a lot of coming and going? Does it feel safe?

Check how well the common areas are illuminated. Common areas include parking areas, front and back doors, stairways, and so on. How near is the front or back door to the parking area?

There's nothing in the law that requires landlords to purchase deadbolts for their tenants' doors, so, if your apartment's access doors are not equipped with one and your landlord declines your request that deadbolts be obtained, you'll have to buy one and install it yourself.

Even if you don't install a peephole, never open the door until you've checked out visitors by looking at them through windows adjacent to the door.

Insist that any maintenance workers show you a picture ID before you let them in.

Look very carefully at all those points at which an intruder might seek access into your apartment. The Foot Patrol or the UCSB Police can advise you concerning inexpensive ways of reinforcing the security

of particular kinds of doors and windows.

Be picky about who you choose to live with. Talk with the people you may want to live with before you sign papers. Discuss personal values and needs concerning security. Will your potential roommates lock doors and windows at night? Will they make a commitment not to lend their key out? Will they protect the phone number from strangers?

If everyone in the apartment does not share the same commitment to safety, life could quickly get tense.

Leave a radio on when you go out. Put a couple of lights on variable time switches. The idea is to give the impression that someone's in the apartment even when everyone's out.

By heightening your awareness of potential problems in your home's security and then acting on this awareness, you empower yourself to exercise real control over your housing environment.

ONE LAST THING: WHETHER YOU'VE TAKEN THESE PRECAUTIONS OR NOT, IF SOMETHING HAPPENS TO YOU, DON'T BLAME YOURSELF; IT'S NOT YOUR FAULT. SOMEONE ELSE EXPLOITED AN UNLOCKED DOOR OR FOUND ANOTHER WAY IN. THAT PERSON BEARS THE RESPONSIBILITY FOR NOT COMMITTING THE ACT. NO MATTER WHAT THE CIRCUMSTANCES OF AN ASSAULT OR AN INTRUSION MAY BE, IT'S NEVER THE VICTIM'S FAULT.

HEY! ROOMMATE!

THANKS FOR SHARING THAT!

by Jennifer Dietrich
(CHO Joan Mortell Intern)

Dear CHO:

I need to move out of my apartment. My roommates use too much hair-spray, mousse, gel, all that stuff, and there's a general lack of cleanliness and ventilation in the apartment. I can't see! The eye irritation and discomfort I am experiencing is horrible, even though I've tried eye-drops and new contact lenses. We've talked about it, but they won't use less hair-spray. What can I do?

Even though this situation may seem far-fetched, it's actually a problem that CHO was asked to help with. Think it can't happen to you? How about this one?

Dear CHO:

My roommate never pays his share of the bills on time, and he's repeatedly lied to us about talking to the manager about late rent. Now the landlord has served us with a three-day eviction notice. The roommate paid the rent some time last night, but we really can't deal with this added stress of being served eviction notices or having our electricity or phone cut off. The guy insists on staying. What can we do?

Roommate misunderstandings can be serious and can arise unexpectedly, even with someone you thought you knew. Confidence in one's own tolerance may have made extensive questions seem unnecessary when the lease was first signed. But one learns quickly that roommates not only share rent, they also share household duties, friends, cereal, and intimate details of each other's personal lives.

Picking the wrong person with whom to share all this can have a truly disastrous effect on just about every aspect of your life until (or unless) you can find a legal means of escape. If things just aren't working out, it may appear that the easiest solution would be just to break the lease and move out. But the law does not make things that easy. According to the "Joint & Several Clause" included in most Isla Vista leases, tenants are individually responsible for the

The law does not make breaking a lease easy...

entire rent in the event that roommates fail to pay their share. This means that if you simply remove yourself from a bad situation, your roommates may be evicted and sued by the owner for non-payment of the rent, your roommates can sue you in Small Claims Court, and you'll probably never see your security deposit again.

What can you do?

Preventative measures are available to you.

CHO's Roommate Agreement (see right) can serve as a contract to record each person's individual commitments in the household, covering financial arrangements as well as chores and other issues.

CHO also recommends regular house meetings as a means of allowing each roommate to air concerns as they arise. Open channels of communication may be the best preventative around.


But, if major problems or disagreements do arise, CHO offers free assistance to UCSB students seeking to resolve such conflicts. This is a straightforward procedure, easy to set up, in which a trained mediator helps you and your roommates figure out equitable and mutually acceptable solutions to the problems confronting you. By invoking this service, you're also showing your roommate(s) that you care enough about the living situation you share to take the time to work out a solution with them. All you need to do is call CHO at 893-4371 between 8am and 5pm, Monday through Friday, and, if it appears that a mediated settlement might be appropriate, staff will set up an appointment for you.

If nothing works and the situation appears to be beyond remedy, moving out may be your only remaining recourse.

This is not a strategy you should pursue without careful thought: there are specific penalties waiting for you if you don't follow the rules.

The first thing you should try to do is to negotiate a release from your contract with the owner or manager. This may sound easy enough, but neither the owner nor the manager is under any obligation to do this, no matter how heart-wrenching the situation you're in may be.

If you're not able to obtain a release, you may be able to sub-lease your place in the apartment to someone else. Remember, though, that this person must be acceptable not only to the remaining roommates but also to the owner or manager. In a sub-lease arrangement, your name would remain on the original lease. You thus become the sub-tenant's landlord, and you are still personally responsible for seeing to it that all the lease's provisions, including punctual payment of the rent, are observed throughout the original term of the



Building 434/Room 110 UCSB Santa Barbara Ca 93106-7160
 (805) 893-4271
 24-Hour Recorded Message, New Listings (805) 893-4376

8. ROOMMATE AGREEMENT

We have signed a Lease/Rental Agreement for the Address below:

Today's Date: _____

1. ROOMMATES: The Roommates at this Address are:

A. _____	D. _____
B. _____	E. _____
C. _____	F. _____

2. TERMS: This Agreement shall be in effect from: _____ to _____

Each Roommate must give the other Roommate(s) at least 30 (thirty) days advance written _____ or oral _____ notice if for any reason the Roommate will be moving out before the date indicated above. However, the Roommate may leave and be free of further financial obligation for the 30-day period if a substitute Roommate is found and accepted by all remaining parties. It is understood that the Roommate leaving may still be obligated to the Landlord in ways defined by the terms of the Landlord/Tenant Lease or by a separate Agreement. It remains the indivisible responsibility of the Roommate leaving to discharge in full any such individual obligations.

3. DEPOSIT: The Roommates have collectively paid a Security Deposit of \$ _____
 Each Roommate has individually contributed the amounts specified below to the Security Deposit:

A: \$ _____	B: \$ _____	C: \$ _____
D: \$ _____	E: \$ _____	F: \$ _____

Each Roommate will redeem his/her portion of the Security Deposit either when the Landlord returns it or when a substitute Roommate moves in and replaces the leaving Roommate's portion of the Security Deposit. Damage charges, due demonstrably to a particular Roommate's specific action or inaction, will be deducted from that Roommate's portion of the Security Deposit.

4. RENT: The monthly rental for the property at the address above is: \$ _____, due and payable on the _____ of each month. Each Roommate agrees to pay the amount indicated:

A: \$ _____	B: \$ _____	C: \$ _____
D: \$ _____	E: \$ _____	F: \$ _____

CHO8A:Page1 Over

5. UTILITIES: Responsibilities for the following utilities and services are allocated as follows:

	Account in the Name of:	Amount of Deposit	Deposit Paid By / Refunded to	How This Bill is Shared
Water				
Gas				
Electricity				
Trash Removal				
Cable TV				

6. PARKING ARRANGEMENTS ARE AS FOLLOWS: _____

7. HOUSE RULES, RESTRICTIONS & SUPPLEMENTARY TERMS : _____

ROOMMATES' SIGNATURES

A. _____	B. _____
C. _____	D. _____
E. _____	F. _____

CHO8A:Page2

tenancy. Ideally, though, you find another person, acceptable to everyone, who'll take your place in the apartment and on the lease. In this instance, the owner or manager will draw up a new lease that names the new person as a new tenant and omits your name entirely. CHO's bulletin boards are the best place to advertise for somebody to take your place on a lease. The best cure for roommate problems is to prevent them from happening in the first place: good will, open communications and explicit commitments to each other (using the Roommate Agreement above) will help all of you feel good about the place you'll be calling home for the next few months. Good luck!