

UP TO  
CODE

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

*What is the most commonly misunderstood aspect of Landlord/Tenant law?*

Well, I can tell you what puzzles people most frequently in the cases that come into this office. That's the whole issue of the "Joint and Several" clause that appears in so many standard rental agreements. In the simplest terms, if you and your roommates sign a lease with a "J&S" clause in it, you're all collectively responsible for honoring all the terms of that lease. In other words, if four people sign an agreement with a "J&S" clause in it for a two-bedroom apartment at \$1100 per month and then one of the four takes a middle-of-the-night powder, the landlord has the right to ask the other three for the full \$1100, for the entire span of the lease. That's the responsibility they all accepted when they signed.

*What if the others say, "No way!"?*

If the three remaining roommates refuse to pay, claiming that they cannot be held accountable for the irresponsibility of the person who bolted, the landlord has the further right to insist that the terms of the lease have been broken and that the three remaining roommates are subject to eviction proceedings. There is just about no way for renters to win a case like this if it ends up in Small Claims Court. The fact that the roommates themselves may have drawn up a secondary agreement among themselves that exonerates each one against another's misdeeds has no impact on a judge's interpretation of "J&S." It's usually no problem for the abandoned roommates to get a Small Claims judgment against the one who took off, but actually collecting on that judgment, of course, can be quite another matter.

*Do all landlords automatically enforce their rights in cases like this?*

Some landlords will do what they can to help tenants out when a roommate vanishes without having taken care of business. But that's an individual response, not something that renters have a right to expect.

*Do you think this is fair?*

"J&S" is a measure of protection that the law gives to landlords. Whether you or I think it's fair is of no consequence. The important thing is to read through any rental agreement carefully before you sign it. If there's a "J&S" clause and that makes you nervous because you don't know your prospective roommates very well, you'd probably be well-advised to consider alternative arrangements, at least in the short term.

R O O M M A T E S :  
CAN'T LIVE WITH THEM,  
CAN'T AFFORD TO LIVE  
WITHOUT THEM

by Roane Akchurin  
Acting Manager, UCSB COMMUNITY HOUSING OFFICE

Roommates are likely to remain an inescapable fact in the economic lives of UCSB students renting off-campus accommodations for as long as most people's financial resources remain limited.

Looking for a topic around which to organize this first issue of **Household Words**, the Community Housing Office staff settled on Roommates because the beginning of the school year always seems to bring with it a lot of roommate movement: Students looking for someone, *anyone*, who'll pick up half the rent; students looking for someone, *anyone*, who'll make half a bedroom available to them; students looking for someone, *anyone*, to take their place in a household that looked good last quarter but turned out to be dominated by people who would allow no food that wasn't organic tofu in their refrigerator.

We're also introducing two regular columns, the first incorporating answers provided by John Forhan of AS Legal Services to questions concerning rental housing and the second describing rental realities abroad.

The first days of the fall quarter also witness a resurgence of interest in security deposits, so we've included a piece on page 4 that we hope will be of value to anyone who has had to wait until now to pursue a matter that has its roots in last quarter's apartment.

Next issue: Repairs & Maintenance.  
Welcome to **Household Words**!

I N T H E N E I G H B O R H O O D  
Perspectives on Isla Vista Housing

1. KATHLEEN & LOU VENTURA

*More than 44% of all UCSB students take up (or resume) residence every year in Isla Vista; that percentage represents approximately 8,600 individuals squeezing themselves willy-nilly into a community notorious as the most densely populated this side of the Mississippi.*

*While each edition of Household Words will focus on a particular aspect of renting off-campus accommodations, we'll try to put the local rental-housing market into a wider and deeper context by inviting well-informed participants, each one with a distinctive point of view, to discuss any one of a range of subjects that might have an impact on a renter's efforts to find a home in which to live a happy and productive life.*

*Not coincidentally, we're also hoping that these conversations will help to deconstruct some of the more pernicious myths that seem so readily to distort community perceptions of local rental-housing realities.*

*This series, In The Neighborhood: Perspectives on Isla Vista Housing, opens with a conversation that features Kathleen and Lou Ventura of Ventura Enterprises Property Management.*

*HW: You've both witnessed a lot of changes in Isla Vista housing over the years. Which ones*

*stand out?*

**KV:** I lived in IV when I was a student, from 1975 through 1980. Things back then were still under a 60's spell, in a way. The attitudes of most owners and managers then were a lot more laissez-faire than they are now. For example, nobody worried a whole lot about landscaping, but now just about every complex has its own gardener. There weren't as many students back then, for one thing, so a lot of the stresses and strains you see here now didn't exist. What that's meant is that the buildings themselves are generally in better shape now, I think, than they were then. That's not true of all of them. But the ones that are poorly maintained now really stand out. Nobody back then really seemed to worry a whole lot about maintenance. But all that doubling up has made regular maintenance now absolutely critical. Everything changed, really, during the early 80's when there was that huge influx of extra bodies.

**LV:** I agree with that. You go back even further, though, and you can see other kinds of changes. My Dad built the French Quarter Apartments on Abrego about thirty years ago. You look at the brochures they put together then, and you get another picture of IV altogether. Two-bedroom

*continued on page 2*



## TAKE MY ROOMMATE... PLEASE!

The new name for it is casual cohabitation, this relatively new way of life in which two or more people with little or nothing in common set up light housekeeping together.

Here's how it goes in San Francisco according to Nell Bernstein, writing in the July 28 edition of the Sunday Examiner & Chronicle *Image* magazine: "Strangers are moving in together in droves, sharing rent, cereal, shampoo and often the most intimate details of their personal lives. What began as an alternative lifestyle has gradually been institutionalized, with any number of bulletin boards, agencies and classified advertising sections catering to the needs and desires of those who choose to live with people they don't know. (...) The shared apartment is well on its way to becoming the standard urban social unit, at least for people in their 20s."

Casual cohabitation (let's call it C.C.) may be a comparatively new phenomenon in The City, but for students residing in socio-economically avant-garde Isla Vista C.C. is what Yogi Berra used to call *deja vu* all over again.

In that the abundance of IV residents seeking roommates is apparently matched by a comparable number seeking to become roommates, newcomers might be forgiven for assuming that minimal effort and research will surely bring droves of ideally compatible cohabitators to the front door. As many IV veterans will ruefully confirm, it doesn't quite work out like that.

Choosing a roommate is an important task. Picking the wrong person with whom to live can have a truly disastrous effect on just about every aspect of your life until you (or your roommate) can figure out a legal means of escape. But the costs of living as a UCSB student are steep enough that, for most off-campus renters, roommates have become indispensable.

Inadequate research and sloppy preparation are responsible for as many bad roommate matches as any other factors. Entranced by visions of their own faultless tolerance, many students simply fail to ask prospective roommates the hard questions that must preface any agreement to share living quarters. In the cautionary tales that follow, based on grisly stories told to CHO staff we've changed the names of the protagonists to protect what remains of their innocence.

1. *Jim met Greg and TJ at a party and decided on the spot that they were the kind of fun, mellow people he'd enjoy living with. After a few beers, they agreed to join forces to look for a place the following afternoon. Sure enough, they quickly found an apartment on Del Playa and signed the lease without a second thought.*

*The first weeks went very smoothly. Jim saw no reason to regret not having asked Greg and TJ any serious questions before deciding to live with them: even though neither one had a job and both seemed tied to their beepers and the telephone, they seemed cool enough and were always prompt in meeting their financial obligations.*

*When UPS brought a package addressed to Greg and TJ to the door one day, Jim simply signed for it, left in their room and thought no more about it. But the package's arrival caused major changes in his roommates' behavior. Both men became increasingly moody and secretive, and they started inviting more and more people over to parties that ran later and later. One evening Jim came home to find five strangers free-basing cocaine in his living-room. All any of them would tell him about his roommates was that they were out making a delivery.*

*Things deteriorated rapidly from that point. The late-night gatherings of strangers in the apartment became a daily occurrence, and their noisy presence usually meant that Jim would find something or other missing in the morning. Lack of sleep was also having a disastrous effect on Jim's grades. When a stack of treasured CD's vanished, Jim finally approached his roommates to discuss the problem with them, but by that time they were beyond reasoned argument.*

2. *Susan began having problems with her roommate, Jennifer, as soon as the first bills started coming in.*

*Jennifer told her that she didn't have the money to pay her fair share that month because a loan check she'd been counting on hadn't arrived. Susan offered to pay Jennifer's share of the bills for that month, on condition that Jennifer reimbursed her as soon as the missing check materialized.*

*But Jennifer had still paid Susan nothing by the time the following month's bills started rolling in. And this time, the situation was worse: Jennifer had contrived to run up a \$249 telephone bill and, by virtue of considerable irresponsibility, had allowed the electricity bill to soar to stratospheric heights. Once again, Jennifer told Susan that she could not pay her*

*share of the month's bills.*

*It later transpired that rent was another item that didn't figure prominently among Jennifer's priorities. This failure resulted in a decision by the landlord to serve the two women with a three-day eviction notice. On receipt of this notice, Jennifer simply took off, without leaving a forwarding address, and thus stiffed Susan with responsibility for all the unpaid bills accumulated during their period of cohabitation.*

Not even the most conscientious roommate-checker can claim absolute immunity against the sorts of problems that came to plague Jim and Susan.

Preventive measures, however, are available, and one of the easiest and least onerous to use is the **Roommate Agreement** (See the sample form reproduced on Page 3) prepared and published by the Community Housing Office.

The **Roommate Agreement** offers a formal context in which prospective roommates can record each person's individual commitments and responsibilities in a number of important domestic areas that can determine the ultimate success or failure of a cohabitation arrangement.

In addition to those subjects itemized on the sample **Roommate Agreement**, roommates are also well-advised to consider such topics as food (Are meals to be shared? How many expect to be cooking regularly? At what hours?), personal habits (Will this be a smoke-free apartment? Drug-free? Booze-free?) and entertaining (What's the policy on parties? Overnight guests? Late-night TV and music?).

Perhaps the most significant commitment that anyone can make to roommates is to keep all lines of communication open. Some roommates schedule regular sessions for discussion of the living arrangements in order that problems may be dealt with as they arise.

Remember, it's as unlikely that your roommate will be able to effect a transformation in his or her character as it is that you will be able to achieve a comparable metamorphosis: You won't change dramatically, and neither will your roommate.

If you don't think a cohabitation agreement is likely to work out, there's no need to take a risk whose consequences may be catastrophic.

It's your right to be selective and even downright picky when you're choosing someone to live with. And when you are looking for that elusive roommate, remember that CHO maintains up-to-date listings of a lot of other people on exactly the same mission.

Laurie Wright and Joey Schwartz

## IN THE NEIGHBORHOOD

*continued from page 1*

apartments going for \$150 per month! One bedrooms for \$70 or \$80!

**HW:** Is it just increased enrollment that's brought about change?

**LV:** No, not entirely. But the presence of so many people, so many young people, in such a confined space has to put a severe strain on community resources. Look at the parking situation. The demographics are changing, too. I remember there used to be a lot more independent students here twenty years ago. Students now just seem to be generally a lot younger. In our business, that's sometimes a real challenge, working with young people who're away from home for the very first time.

**KV:** It's not that younger students are necessarily irresponsible or anything like that. It's just a tough adjustment, you know, getting used to taking care of your own place, getting along with roommates

you maybe don't know very well, running your own budget and meeting your own financial responsibilities. Most of them do just fine, but there've been plenty of times when Lou and I have been adopted as sort of surrogate parents. There's just a lot they have to learn in a very short period of time. For us, though, it's not so much a question of giving advice as it is of listening.

**HW:** What do you think are the most important aspects of successful property management?

**LV:** High visibility. Conscientious maintenance. Those two really go together. If your tenants see you out there looking after the building in person, you're really setting an example for them. It makes it personal. That doesn't mean we're immune against trash-outs. You guys saw what happened to one of our units back in June. But it's got to help. Careful record-keeping is another key. And so's that willingness to listen and help out when tenants are having problems. We do have high standards.

It's usually obvious early on if tenants are going to have a problem coming up with the rent. When we see that happening, we think it's in our best interests as well as the tenants' to negotiate an escape from the lease for them. That way, we've closed out our relationship before things have gotten out of hand. We've always tried to be accessible, and I think that's basically why we've gotten along so well with so many of our tenants over the years. A lot of them make a point of stopping by to visit with us any time they're back in town after they graduate and move on. That tells me we're pretty much on the right track.

**KV:** What we're saying about ourselves also goes for a lot of other landlords and managers here in IV. Not everyone of course. There are a few real bandits out there, we all know that. The best advice I can give to anyone who's even thinking about looking for a place in IV is to talk to people who are already out there. Talk to them about maintenance standards, about how responsive management is to problems, about deposits, about the whole deal. We encourage prospects to talk with our present tenants. The more you know beforehand, the better off you'll be.



A Renter's Guide to  
S U C C E S S F U L C O H A B I T A T I O N

**ROOMMATE AGREEMENT: PAGE 1**

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

Today's Date: \_\_\_\_\_

1. **ROOMMATES:** The Roommates at this Address are:

- |          |          |
|----------|----------|
| A. _____ | B. _____ |
| C. _____ | D. _____ |
| E. _____ | 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: \$ _____ |
|-------------|-------------|-------------|-------------|-------------|-------------|

**ROOMMATE AGREEMENT: PAGE 2**

5. **UTILITIES:** Responsibilities for the following utilities and services are allocated as follows. Be sure to specify: 1. In whose name is the account recorded? 2. How much money was required for the deposit? 3. Who paid the deposit and to whom was the refund paid? 4. For what percentage of the bill is each roommate responsible?

**WATER**

**GAS**

**ELECTRIC**

**TRASH  
REMOVAL**

**CABLE TV**

6. **PARKING ARRANGEMENTS** are as follows: \_\_\_\_\_

7. **HOUSE RULES, RESTRICTIONS & SUPPLEMENTARY TERMS:** \_\_\_\_\_

**R O O M M A T E S ' I N I T I A L S**

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

**TRANS-WORLD  
RENTALS:  
BRAZIL**

Over the years, rental housing laws in Brazil have generally been written with the primary objective of protecting tenants' rights, and this trend continues to be true today.

The laws addressing evictions offer a concise illustration of this principle: Once a house or an apartment has been rented, the tenant may not be evicted unless the owner can demonstrate that either he or his relatives need the unit for themselves. Even if the owner believes he is able to justify his claim that an eviction is justified on these grounds, he is then obliged to file documents in court to initiate a process that can take as long as two years before any resolution is achieved. To get around the delays imposed by the law, owners frequently offer tenants a year's free rent in exchange for an agreement by the tenant to move out earlier. To protect their own interests, then, the owners of rental property in Brazil typically prefer to limit leases to six months.

Owners rarely require security deposits from renters who are able to prove good credit and stable employment, but they will ask renters who lack such assets to come up with a co-signer for the rental agreement. Security for the agreement is embodied in a deposit in an amount equal to three months rent that is placed in an interest-bearing savings account. All interest earned by the account accrues to the credit of the tenant, but, in the event the tenant is late paying the rent, the landlord is empowered to withdraw an amount equivalent to one month's rent, plus the interest earned in the same period.

For most Brazilian students, the preferred housing option is to find lodging in a private residence where the homeowner will provide breakfast and laundry services in addition to a room for as little as \$100 per month. The Education Abroad Program makes comparable arrangements for UCSB students planning to enrol for a while at a Brazilian university.

*Rutila Weeks*

**LETTERS & OTHER  
CORRESPONDENCE**

Please write to us. Send us articles, stories or drawings. Tell us which rental-housing topics we should cover in future issues. Ask **John Forhan** of **AS Legal Services** probing questions about Landlord/Tenant Law. Share your "learning experiences" in the IV (or elsewhere) housing market. The focus of our next issue, due out with the **November 7** edition of your **Daily Nexus**, will be **Repairs & Maintenance**, but don't let that inhibit you: **Household Words** wants to hear from you. Please remember, though, that libelous or exceedingly rude material will be promptly recycled. And please don't expect to get paid for any voluntary submissions we might choose to publish. We request that you mail your letters or other correspondence to: **Editorial, CHO, Building 434/ Room 110, UCSB, Santa Barbara, Ca 93106-7160.** Or just come by and deliver them in person.

**H O U S E H O L D W O R D S**

**Editorial Staff:**

*Roane Akchurin, Jeremy Janes (Editor), Tasha Lockyer, Joey Schwartz, Rutila Weeks, Lynn Wheatley, Laurie Wright*

**Production: Daily Nexus**

(PS: Thank you, Ty, Jona and Barbara )



# RETRIEVING YOUR DEPOSIT by Joey Schwartz

After a long summer of relaxation, recreation and strenuous avoidance of anything that might remind you of school, it's suddenly late September again and you're back on your bike needling through the Isla Vista labyrinth. Hey! There's the fondly remembered apartment you lived in last year, where you and your roommates enjoyed some really good times!

**And, hey! Whatever happened that \$1200 deposit the four of you needed to secure the apartment twelve months ago?**

Most landlords and property-management companies are scrupulous in observing their responsibilities to tenants with respect to security deposits. But every year numbers of embattled students find themselves struggling to retrieve money they believe is owed to them.

The California Deposit Law (Civil Code Section 1950.5) broadly defines a security deposit to comprehend "any payment, fee, deposit or charge," including rent for the last month of the tenancy (but not the first month's rent), paid to the landlord by the tenant at the time of moving in.

A security deposit may be used for:

1. Advance payment of rent (i.e. for the last month of the tenancy);
2. Compensation to a landlord for a tenant's default in the payment of rent;
3. Repair of damages to the property caused by the tenant or by a guest of the tenant, exclusive of ordinary wear and tear;
4. Cleaning the premises upon the termination of the tenancy.

It is **not** legal under any circumstances for a landlord in the state of California to hold a non-refundable security deposit.

California Civil Code Section 1950.5 states that a landlord is required to notify you in writing, within 14 days of your departure from a property, as to the status and disposition of your security deposit.

In the event that your landlord does not return your security deposit to you within this 14-day period, you should initiate the following actions:

1. Attempt to contact your landlord or manager either in person or on the phone to inquire about the delay.
2. If this step fails, send your landlord a certified letter demanding that your deposit be returned to you.
3. If your landlord still fails to respond, call the **Community Housing Office at 893-4371** or stop by in person to file a Complaint Report and thus begin Dispute Resolution.

*The purpose of this letter is to inquire about my security deposit. As I am sure you are aware, I was previously your tenant at*

*.....and regularly paid rent to your company. In accordance with the terms of the lease, I vacated the apartment on ....., leaving it cleaner than when I moved in.*

*It has now been ..... days since I moved out and I have not yet received my security deposit, nor have I received any list itemizing any deductions from that deposit. I am aware of my rights under the California Civil Code, Section 1950.5. By law, I should have heard from you no later than fourteen days after my move-out date.*

*I am now requesting that my total security deposit of \$..... be returned to me at once. If you have made any deductions from it, please send me an itemized list, together with copies of any receipts that enumerate and validate those deductions. If I do not receive my money within the next week, I will regard your unlawful retention of my deposit as evidence of bad faith on your part and I will file suit against you for \$2,200, representing the total amount of my deposit plus punitive damages as allowed under Section 1950.5 of the California Civil Code.*

*If you have any further questions, I can be reached at (.....)..... Please send my deposit to this address:.....*

*Thank you for your cooperation.*

**cc: UCSB Community Housing Office**

4. If mediation does not produce an agreement that's acceptable to you, **Community Housing** staff will advise you as to how to initiate a claim in Small Claims Court.

If your landlord returns only a portion of your security deposit to you and you dispute the validity of the deductions he or she has made, you should follow the same procedures outlined above, making appropriate changes in the text of the letter.

Be sure to save copies of all correspondence between yourself (or yourselves if you have roommates) and your landlord. If a dispute ends up in Small Claims Court, you will need to provide as much documentary evidence as possible to support your case.

If you have any questions concerning security deposits, please call the **Community Housing Office at 893-4371**.

## POSITION OPEN : 1st Annual JOAN MORTELL Internship

Recognizing **Joan Mortell's** 28 years of devoted service as the manager of **UCSB's Community Housing Office**—service rendered both to the University itself and to the greater community of Santa Barbara—her legion of friends has been pleased to endow the **Joan Mortell Internship**. Supported by wages generated out of the Endowment Fund, the **Joan Mortell Intern** will work in the **Community Housing Office** throughout the academic year on special projects. Applications and job descriptions for the **Joan Mortell Internship** are available now in the **Community Housing Office**. (See below for location and telephone number.) Fully completed applications must be returned to the **Community Housing Office** by 4pm on **Friday, October 4th**.

## COMMUNITY HOUSING OFFICE

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**Building 434 / Room 110 \* UCSB \* Santa Barbara \* CA 93106  
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