



# CENTRAL CALIFORNIA LEGAL SERVICES

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DCA Statewide Medical-Legal Partnership Network



Neighborhood Legal Services  
of Los Angeles County





# Who Is CCLS?

CCLS is a non-profit law firm that provides assistance to low-income individuals, families, organizations, and communities.

We have 4 offices:

- Fresno, Merced, Los Banos and Visalia

We serve 6 counties:

- Fresno
- Merced
- Visalia
- Mariposa
- Tuolumne
- Kings





# Services through CCLS

- CalWORKs/General Assistance
- Cal Fresh (Food Stamps)
- Social Security/SSI
- Protective Orders
  - Elder Abuse
  - Domestic Violence
  - Human Trafficking
  - Sexual Assault
- Immigration Assistance for Domestic Violence, Human Trafficking, and Sexual Assault Victims
  - U-Visa and T-Visa
- Citizenship
- Guardianship Clinic – Virtual & In-Person Workshops





# Services continued:

- Veterans
  - Expungements
  - Simple Will, POA & AHCD
- Health
- Utilities
- Seniors aged 60 and older legal issues
  - Simple Will, POA & AHCD
- Workers' Rights Clinic
- Unlawful Detainer Clinic

**Call our main office for these services  
Legal Advice Line (LAL) 1-800-675-8001**





# Eligibility

2024 Poverty Guidelines for the 48 Contiguous States and the District of Columbia

Persons in family/ household	Poverty guideline
1	\$15,060
2	20,440
3	25,820
4	31,200
5	36,580
6	41,960
7	47,340
8	52,720

200% of the Federal Poverty Level

Citizenship status

Legal Housing Issue

Eligible counties where CCLS provides services.





# What Are The Landlord's Duties?

The dwelling must be "habitable" (safe, not always comfortable)

- Working plumbing and heating (not AC)
- Hot and cold running water
- Electricity and lights that work and are safe
- Roofs, walls, and windows that do not leak and are not broken
- Clean common areas free from trash and debris
- Enough trash cans to keep trash from overflowing
- Safe floors, stairs, and rails





# What If The Home Isn't Habitable?

The landlord must make all needed repairs if they charge rent.  
This is “Implied Warranty of Habitability”

- Read the lease (keep it where they can find it)
- Ask landlord to make repairs in WRITING (date letter)
- Take pictures of all the problems and date them
- Call code enforcement (retaliation)
- Move out and sue the landlord in small claims court for damages
- Stay and pay full rent and sue the landlord





# Security Deposits

Deposits can't be “non-refundable.”



Deposits Cover:

- Unpaid Rent
- Repairs to the unit (except “ordinary wear-and-tear”)
- Cleaning of unit to same level of cleanliness as before the move-in

The landlord must return their deposit within 21 days or give an itemized written statement explaining the balance.





# When Does The Landlord Return My Deposit?

The landlord must return the deposit within 21 days or

- Give them an itemized written statement explaining why, along with a balance
- If it is more than \$125, they must include copies of bills, receipts, or invoices

If the tenant doesn't receive the balance in 21 days, make a written demand to your landlord

- The tenant may sue the landlord in small claims court if deposit isn't returned within 10 days. Bring the checklist and photos as proof





# When Can A Landlord Raise The Rent?

Can't increase rent more than 5% of the lowest amount of rent charged in the previous 12 months *plus* the percentage change in the cost of living ("CPI"). Allowable rent increase as 5% + CPI (Tenant Protection Act)

Generally, if they rent month to month the landlord can raise the rent, but must give a 30-day notice and increase is not in effect for 30 days.

- 90-Day Notice: More than 10% of rent charged last 12 months
- Fixed term lease: No
- Holdover/M2M: Yes
- Retaliation: No





# The Tenant Protection Act

Two primary parts of the TPA: It has lots of exclusions, and it's complicated.

The Just Cause Provisions (some special requirements needed)

- At Fault (3-Day Notice)
- No Fault (60-Day Notice- Rent Waiver or Relocation Assistance)

The Rent Increase Provisions (all tenants under TPA)

- If covered by the TPA, a Landlord may not increase the rent by more than two increments over a 12-month period on the same tenant





# What Can A Landlord Evict For If Covered by the TPA?

- Default in payment of rent
- Breach of a **material term** of the lease.
- Nuisance/Waste
- For renewal of lease, if the **landlord requests** a renewal of the lease for an additional term of a *similar term with similar provisions* and the tenant refuses.
- Criminal Activity
- Assigning or subletting in violation of the lease agreement





# What Else Can They Evict For?

- Refusal to allow the landlord to inspect the property after giving proper notice.
- Using premises for an unlawful purpose
- Employee, agent, or licensee who doesn't leave after their license to be there expires.
- Failure to deliver possession of the property when the *tenant* gives notice to terminate their tenancy.





# Types Of Notices

## REMEMBER: A NOTICE IS NOT AN EVICTION

All Notices must include: tenant's name, address, and date of the Notice

- 3-Day Notice to Pay or Quit –  
Tenant is behind on rent
- 3-Day Notice to Perform or Quit –  
Tenant is breaking the rules, but can fix it
- 3-Day Notice to Quit –  
Tenant is “a problem”, the landlord wants them out





# Notice to End Tenancy

If not covered by the TPA, a landlord may end the tenancy at the end of any fix term lease by giving a notice

- 30-Day Notice to Quit – if they are a month-to-month tenant and have been renting less than a year
- 60-Day Notice to Quit – if they are a month-to-month tenant and have been renting more than a year
- 90-Day Notice to Quit or Terminate Section 8 – they have Section 8.





# What is the CARES Act 30-Day Notice Requirement?

The federal stimulus package in response to COVID-19 (The CARES Act) was passed on March 27, 2020 and expired July 24, 2020. However, landlords are still obligated indefinitely to provide a 30-day eviction notice for any property covered by the CARES Act. This 30-day notice overrides all state and local landlord-tenant law regarding notices for properties covered by CARES.

15 U.S.C. § 9058(c)(1)

*“The lessor of a covered dwelling unit-  
(1) may not require the tenant to vacate the covered dwelling unit before the date that is 30 days after the date on which the lessor provides the tenant with a notice to vacate; ”*

[https://uscode.house.gov/view.xhtml?req=\(title:15%20section:9058%20edition:prelim\)](https://uscode.house.gov/view.xhtml?req=(title:15%20section:9058%20edition:prelim))





# When does the CARES Act apply?

Tenancies with any of the following:

- **Public housing**
- **Project-based Section 8 housing or other HUD-subsidized multifamily**
- **Housing Choice Voucher program**
  - Section 202 housing for the elderly
  - Section 202 direct loan program
  - Section 221 below market rate housing
  - Section 236 multifamily housing
  - Section 811 housing for people with disabilities
  - HOME Investment Partnership Program
  - Housing Opportunities for People with Aids
  - McKinney-Vento Act housing programs (including Shelter+Care voucher)
  - Section 515 Rural Development rural rental housing
  - Section 514/516 farm labor housing
- **Section 533 USDA preservation grant housing**
- **Section 538 USDA multifamily housing**
- **Rural housing voucher program**

- **Low-income housing tax credit program (LIHTC)**
  - Federal housing trust fund program
- **VASH vouchers (or any other program that provides federal housing assistance to veteran families)**
  - Transitional housing for survivors of domestic violence, dating violence, sexual assault, or stalking
- **Fannie Mae owned mortgage loan**
- **Freddie Mac owned mortgage loan**
- **HUD Section 184 Indian Home Loan Guarantee**
- **Ginnie Mae backed mortgage loan**
  - Federal Housing Administration
  - Veterans Administration
  - USDA direct or guarantee loan
- Any other federal program providing affordable housing to low- or moderate-income persons by means of restricted rents or rental assistance
- Any other federal program providing affordable housing opportunities as identified through agency regulations, notices, or any other means





# Where can I check to confirm the CARES Act 30-Day notice requirement applies?

- The UD summons and complaint.
- The written lease/contract.
- The tenant's own documents.
- The property's grant deed.
  
- HUD Multi-Family Housing Index  
[https://www.hud.gov/program\\_offices/housing/mfh/hsgrent/mfhpropertysearch](https://www.hud.gov/program_offices/housing/mfh/hsgrent/mfhpropertysearch)
  
- National Housing Preservation Database (NHPD)  
<https://preservationdatabase.org/>
  
- Freddie MAC  
<https://myhome.freddie.com/renting/lookup>
  
- Fannie MAE  
<https://yourhome.fanniemae.com/calculators-tools/renters-resource-finder>

Often, the tenant does not know which federal subsidy he or she is receiving, or even how the tenancy started. This is usually the case when a social worker places the tenant into a subsidized property. If you do not have any documents indicating a federal subsidy is at play, check with the tenant's social worker. He or she may have additional information for you.

Also note that if at least one tenant in a complex participates in the Housing Choice Voucher program (Section 8), then all the tenants in the complex are entitled to the CARES Act 30-day notice requirement. (Even the tenants who pay market rent and receive no subsidy.)





# Why is the CARES Act 30-Day notice requirement important?

- Enforcing the CARES Act 30-Day notice requirement is important because a landlord's failure to comply can result in the UD action being dismissed before trial by filing a demurrer or motion for judgment on the pleadings.
- Moreover, enforcing this provision can provide important additional time for the tenant to actually cure the alleged lease violation/deficiency.
- **A recent ruling from Washington State established that the CARES Act applies to both non-payment of rent cases, and lease violation cases.**

<https://www.courts.wa.gov/opinions/pdf/D2%2058118-3-II%20Published%20Opinion.pdf>

- Is a 3-Day notice to pay / 30-Day notice to quit (combination notice) valid?

## Traditional Landlord/Tenant

- 3-Day notice to pay or quit. (Civ Pro 1161(2))
- 3-Day notice to cure or quit. (Civ Pro 1161(3))

## CARES Act

- 30-Day notice to pay or quit.
- 30-Day notice to cure or quit.





# Illegal Evictions

An Eviction is a legal process. The process begins with a Notice. Trying to evict without a proper Notice is illegal.

The landlord may not do the following:

- Change the locks to the home
- Turn off utilities
- Harass or threaten them (including threatening to call immigration)
- Enter the home without permission
- Lie to the police





# Evictions Move Quickly

If tenant is served a Notice and does not comply with the landlord, they can be served with a Summons and Complaint.

- They only have 5 court days to file an answer.
- Start counting the day after you receive the documents
- Do not count weekends or court holidays
- If they don't answer, they can get a default judgment against them.





# Eviction Or Unlawful Detainer Process

If they do answer the Summons and Complaint

- The court will set a trial date about 20 days from the answer
- If they win, they stay on the premises.

If they lose at trial

- Sheriff will post a “Notice to Vacate” giving 5 days to move
- If they don’t move, they will be removed and must pay storage
- Have an eviction on their credit report for 7 years making it difficult to find a landlord willing to rent to them



# How to Claim Continuing Medical Education (CME) Credit?

Please scan the QR code on this slide to claim credit.

- Use your phone camera to scan the QR code and tap the notification to open the link associated with the CME portal.
- Enter your first name, last name, profession, and claim **1 CE credit** for the webinar.





**THANK YOU FOR JOINING US!**

Central California Legal Services, Inc.

Any questions: Email [therrera@centralcallegal.org](mailto:therrera@centralcallegal.org) or [rcortez@centralcallegal.org](mailto:rcortez@centralcallegal.org)



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