



# Veritas Vincit

## Special Landlord- Tenant Issue!

### Inside this issue:

Move In Tips	1
Breaking Your Lease	1
Warranty of Habitability	2
Move-in To-Do List	2
Subletting	3
Security Deposits	3
Thank you SLS Interns!	4

## "Top 5" Tips for Moving into Your New Residence

Moving off campus is a big step; know your rights and responsibilities before you sign your lease or move in!

### 1. Read before you sign!

A lease is a legally binding obligation—take the time to read and understand it before you sign it! Failure to read the rental agreement will not release you from its obligations and is not a defense if something goes wrong!

**2. Get the facts!** Ask the landlord who you should pay your monthly rent to, if you should pay by cash, check, or money order, if you should pay in person or by mail, and to what address the payment should be delivered. Be sure to write this information down!

**3. Know your roommates!** By signing a lease, you are

agreeing to be personally responsible for the entire rent each month, regardless of how many roommates you have. That means that if your roommates move out and you are left alone, the landlord can demand that *you pay the full rent*—so make sure that you can trust your roommates!



**4. Make a list!** Do an initial walkthrough of the residence with the landlord before you move in, and document any issues with the unit on an inventory checklist. Creating a checklist is an extremely important step to getting your

security deposit back when you move out. Even if defects appear minor, you should note them on the checklist. Also be sure to keep a copy of the checklist in a safe place!

**5. Take pictures!** Take detailed photos of the residence before you move in and when you move out. Your responsibility is to leave the unit in the *same or better condition* when you move out as when you move in. The best way to prove the condition of the place is to take photographs. It will be your best evidence if a dispute arises regarding your security deposit or the condition of the unit. (You'll also need to do an inspection with the landlord before you move out so you can document the condition of the unit at that time as well.)

If you take steps now, you

## Breaking Your Lease...Don't Let it Break You!

Before you sign a lease agreement, make sure you know whether it is a month-to-month lease or a fixed (*i.e.*, longer) term lease. Some tenants prefer month-to-month leases, as fixed term leases can only be terminated under very limited circumstances.

If you have a month-to-month lease, you only need to provide your landlord with 30-days prior written notice that you will be moving out. If there is an emergency and you need to move out quickly, you must

still provide proper notice to your landlord, and you will still owe rent for the 30 days after you give notice.

If you are in a fixed term lease, you cannot terminate the lease before the term ends unless an emergency situation arises, such as domestic violence or if the premises are uninhabitable.

If you must move out during the term of the lease, you are responsible for finding a replacement tenant, and you remain liable for rent for the remainder of the

lease term. The landlord must also attempt to find someone to replace you, and cannot "unreasonably withhold consent" from letting a replacement tenant you find move in, but your security deposit may be withheld to cover costs and rent for any time that the property is left vacant.

When it comes to breaking your lease, you must proceed with caution! If you are thinking about moving out, make an appointment with SLS before you do!

## The Warranty of Habitability: What Does It Mean?



The “warranty of habitability” is used commonly when discussing rental agreements. You should know how it applies to you!

Under the theory of the “implied warranty of habitability,” a landlord is legally responsible for maintaining/repairing conditions that seriously affect the habitability of a rental unit. In other words, the landlord must promptly make repairs that if not done would make the unit unlivable. The warranty of habitability is implicit in every residential lease agreement, and cannot be waived by the tenant.

If repairs are needed to your unit, you should immediately contact your landlord (preferably in writing) requesting that the repairs be done immediately. Be sure to keep a copy of the repair request that you submitted to the landlord.

If you are not sure whether the defect is significant enough to make your place uninhabitable, or you don’t know how to get your landlord to address the problem, please contact Student Legal Services to schedule an appointment with an attorney.

If you want to know more about the warranty of habitability, read *Green v. Superior Court* (1974) 10 Cal.3d 616—this case will give you insight into how courts apply the warranty of habitability in a “real life” situation.

### A few tips:

- ♦ If your unit needs repair, contact your landlord immediately! If you try to fix the problem yourself, or don’t tell the landlord about the issue and it gets worse, you are liable for any resulting damage!
- ♦ You cannot evict your roommates! Only the landlord can do that. If you are having trouble with a roommate, contact SLS for an appointment.

## **MOVE-IN TO-DO LIST!!!**

1. Did you read and understand the entire lease?
2. Did the landlord answer any questions you had about the lease to your satisfaction?
3. Did you check to make sure that all terms discussed with the landlord were included in writing in the lease?
4. Did you sign the lease and keep a copy?
5. Before moving in, did you do a walkthrough inspection of the unit with the landlord and note any damages on a checklist?
6. Did you take and develop photographs of the unit before you moved in to document the condition of the place?

## What You Need to Know about Subletting!

A sublease is an agreement between an original tenant and a new “subtenant” who moves in to either replace or live with the original tenant. Both oral and written subleases are valid in California.

The “master” lease agreement between the original tenant and the landlord remains valid and in full force. The original tenant continues to be liable for the condition of the unit and for paying the monthly rent if the subtenant fails to pay.

**Most lease agreements require the landlord’s prior written approval to sublet, or prohibit subletting entirely.**

If you are thinking about studying abroad or otherwise having a subtenant move in for some portion of the lease term, you will need to determine

whether subletting is permitted by the lease, and if so, you will likely need the landlord’s written consent.

If a sublease is permitted, the subtenant usually makes rental payments to the original tenant, who in turn pays the landlord. If the subtenant doesn’t pay, the original tenant cannot use this as an excuse not to pay the rent to the landlord.

If you enter into a sublease, make sure that agreement is in **WRITING!** This will help in the event that disputes arise. Remember to be as specific as possible; it is better to have too much information in the agreement than not enough!

Subleasing can be complicated, so make sure you fully educate yourself before you decide to do it!



### **Be Smart!**

**If the lease allows for subletting, get prior written consent from your landlord, and make sure that the sublease is in writing!**

# Know Your Rights!

## Get Your Security Deposit Back!

A security deposit is an amount of money that a tenant typically pays a landlord at the beginning of a lease as security for renting residential property. Under California law, the security deposit amount may not exceed twice the monthly rent for an unfurnished unit. For a furnished unit, landlords may not ask for more than three times the monthly rent.

Security deposit funds may be applied at the end of the lease term to compensate the landlord for any unpaid rent and for costs for any needed repairs or cleaning. The security deposit may be withheld in whole or part to cover costs to return the unit to the same condition as it was at the beginning of the lease. Any amount of the security deposit that is not withheld must be returned to the tenant within 21 days of the tenant vacating the unit. If the cost of

repairs or cleaning exceeds the security deposit amount, the tenant may be liable for



the excess amount.

As a tenant, you must be proactive to ensure that as much of the security deposit is returned to you as possible. To avoid funds from being withheld, you must make sure that you are current on your rent, and that you leave the premises in the same condition when you move out as it was when you

moved in. Photographs will help you document the condition of the unit and will increase the chances of you getting more of your security deposit back. You should develop two sets of photos, keep one set for yourself, and promptly mail the other set to yourself. (Do not open the envelope.) The date stamp on the envelope will prove when the photos were taken and mailed. If a dispute arises, the envelope and photos can be used as evidence of the condition of the unit.

Before you move out, the landlord must give you notice of your right to request and be present at an inspection of the unit. You should take advantage of this opportunity! During the inspection, the landlord will identify any problems in the unit that require your attention. The landlord cannot withhold your security deposit for any issues other than those identified in the inspection.



## Welcome New SLS Assistant Director Becky Nieman!

Student Legal Services is pleased to announce that Becky Nieman, Esq. has joined the SLS team as Assistant Director!

Becky joins us from her former position as Managing Attorney of the San Diego Volunteer Lawyer Program and brings a wealth of legal experience from a diverse range of areas of law.

Becky obtained her law degree from DePaul University College of Law in Chicago and graduated from the Carlson School of Management at the University of Minnesota-Twin Cities with a degree in Business Marketing. In addition to being the Assistant Director at SLS,

she currently serves as an adjunct professor at California Western School of Law and UCSD Extension.



As Assistant Director, Becky is responsible for coordinating preventive legal education programming for SLS, as well as the student internship program. She also provides individual and group counseling on all types of legal and UCSD-policy related matters. In addition, we must thank Becky for coordinating the SLS quarterly newsletter, including this one!

Welcome aboard Becky!

## SLS Will Be Open All Summer!

SLS will continue to provide free, confidential counseling during the summer for students who will be registered at UC San Diego during the Fall Quarter 2011. Topics for which students frequently seek counseling during the summer include landlord-tenant concerns or other issues that students did not have the time to address during the academic year. Call (858) 534-4374 if you would like to schedule an appointment!

Find us on  
Facebook!

## Thanks and Best of Luck to Our 2010-2011 SLS Interns!



We want to take a moment to thank and congratulate our wonderful Student Legal Services student interns for the 2010—2011 academic year!

SLS Legal Research Intern **Sarah Spacht** (Muir College, Psychology, Class of 2011) provided invaluable contributions to the office throughout the year, particularly her creativity and her remarkable writing skills. Sarah also successfully conducted a highly-popular Discover the Law “Legalese Made Easy” workshop in the Winter Quarter. She will be pursuing her Juris Doctor at the Florida State University College of Law

starting in the fall of 2011. Way to go Sarah!

SLS Marketing & Outreach Interns **Sara Nickpay** (Warren College, Political Science, Class of 2011) and **Toni Sarge** (Marshall College, International Studies—Political Science, Class of 2013) offered tremendous support in getting the word out about Student Legal Services throughout the year. Their creativity and enthusiasm are what made this year’s Discover the Law program the most popular and successful program ever—more than doubling participation from previous years!

Sara will be graduating this June and will be pursuing a career in marketing in Los Angeles starting this summer. Toni will be returning to UC San Diego for her junior year, but will spend the coming fall studying abroad in Peru!

**We wish to express our tremendous gratitude and appreciation to Sarah, Sara, and Toni, our three outstanding 2010-2011 SLS interns! We couldn’t have done it without you! Thank you and best of luck in your future endeavors!**