

INTRODUCTION TO U.S. AND CALIFORNIA LAW

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INTRODUCTION TO U.S. AND CALIFORNIA LAW

This guide offers a basic outline of the following areas of U.S. and California law¹:

- **Automobiles: Buying a Car and Driving in California**
- **Criminal Law**
- **Immigration Status and Work Authorization**
- **Insurance: Health, Dental, and Personal Liability**
- **Renter's Rights and Living off Campus**

(See the Student Legal Services website for more topics: students.ucsd.edu/sponsor/student-legal/legal-resources/handbook.html)

AUTOMOBILES: BUYING A CAR

You should educate yourself before you shop for or buy a new or used vehicle. The California Department of Consumer Affairs has detailed information about purchasing a new or used car from a dealer. See the “**Car Buyer’s Bill of Rights**” (www.dca.ca.gov/publications/car_buyer_rights.pdf) before buying—and be aware that **these rights do not apply to transactions between private parties** (or to motorcycles.) If you are buying a used car from another person (*i.e.*, not a dealership), it is **your responsibility** to make sure that the vehicle is in good working order! You should **consider hiring a mechanic to inspect the car before purchasing**. Buyers have few legal options if they discover that the car, truck, or motorcycle that they purchased is defective after the transaction is completed, especially if the seller is a private party.

Do your research

Research the vehicles you are interested in and compare prices, safety ratings, and satisfaction ratings. Think about your needs and expectations before you meet with a seller so that you are not pressured into buying a car you do not want or overpaying for one that you do want. Reputable websites for online research include:

- **CARFAX** (check for “vehicle history reports” for used cars)
www.carfax.com
- **Consumer Reports**
www.consumerreports.org
- **Edmunds**
www.edmunds.com
- **Kelley Blue Book**
www.kbb.com
- **Motor Trend**
www.motortrend.com

¹ Student Legal Services (“SLS”) provides free, confidential counseling, education, and referrals on all types of legal matters to registered undergraduate and graduate students and student organizations. SLS aims to educate UC San Diego students about their legal rights and responsibilities and hopes that this guide will serve as a resource. The information contained in this guide is general in nature and may not apply to a particular issue. This guide does not constitute legal advice and should not be relied upon as such. No attorney-client relationship is created by use of this guide. Currently-registered UC San Diego students should contact SLS if they wish to meet with an SLS attorney for assistance with a specific question or legal matter.

Decide how to pay for the car

The two most common ways of purchasing a new or used vehicle are **obtaining a loan** (also called “financing”) and **paying in cash**. It is usually less expensive to buy a car in cash and not take a loan, which normally includes interest and fees. Paying “cash” does not usually involve paying with actual dollar bills, and you should NOT carry large amounts of currency with you; paying cash means paying the full amount upfront (including with a bank check, money order, or cashier’s check.) “Financing” typically involves a financial institution (such as a bank, credit union, or even the auto manufacturer) lending you money to buy the vehicle and then charging you fees and interest on the amount that you borrowed. This option requires less money up front, but can significantly increase the overall cost of the car purchase. If you do not have a social security number or credit history in the United States, it may be difficult for you to obtain a car loan.

Buying a new car from a dealer

Buying a new car is usually more expensive than buying a used car. The advantages of purchasing a new car are that a “warranty” (a written guarantee to repair or replace the car within a specific period of time and under certain circumstances) is almost always provided, and that new cars usually require less maintenance or repair work. There are many new car dealers around San Diego County. The price of a new car is usually negotiable, and you can attempt to agree to a lower purchase price than the price listed or advertised. Many websites, such as those listed under “Do your research” above, can tell you what a fair price would be to buy a particular vehicle in San Diego County (prices vary by location.) You should visit multiple dealers and compare costs, and should not feel pressured to make a decision while you are at the dealership. You are free to leave at any time and think about your decision before agreeing to a purchase.

Buying a used car from a dealer

Buying a used car from a dealership is usually cheaper than buying a new car but more expensive than buying from another person/private party. The advantage of purchasing a used car from a dealer is that the dealer usually inspects the vehicles that they sell and repairs them if necessary. Dealerships sometimes also provide warranties on used cars. Buying a used car from a dealer is safer than buying from a private party because dealer sales are highly regulated by law, although this does not guarantee that the car will be problem-free. If you plan to buy a used car from a dealership, check the Kelley Blue Book website to determine the value of the vehicle that you want to purchase. Car salespersons can be very persuasive, and as with new cars, you should shop around and take time to evaluate your decision.

Buying a used car from another individual/private party

Buying a used car from a private party can be an affordable and practical option for purchasing a vehicle, but you must try to minimize the risks that come with it. There are many websites that advertise private party sellers (including eBay and Autotrader), but these sites do not inspect the cars or verify the integrity of the seller, so you must take precautions. When you find a car that interests you, contact the seller and ask questions about the car (*e.g.*, mileage, past accidents/repairs, etc.). You should get a vehicle history report using the car’s Vehicle Identification Number (VIN) from Carfax or the seller. If you want to see the car in person, choose a public place to meet the seller, and bring a friend to be safe. The seller should allow you to test drive the car and have it inspected by an independent mechanic. If not, you should not buy the car. You can try to negotiate a lower price. Private parties often use Kelley Blue Book to determine a fair price.

Making a purchase

When you buy a vehicle from a car dealer, you will sign a contract and other documents at the dealership. Make sure you READ and UNDERSTAND the paperwork before you sign so that you understand the terms of the sale. Do not sign anything that you do not understand and ask for help from someone other than the dealer if you need it (you can ask for a copy of any documents from the dealer and schedule an appointment with an SLS attorney to review them before signing.) The dealership will handle the vehicle registration and transfer of title and will ask you fill out the required paperwork. Always get a copy of everything you sign (you can take a picture of all documents with your phone if you need to.)

If you purchase a vehicle from a private party, be sure to follow all of the necessary steps to properly transfer ownership. The California Department of Motor Vehicles (“DMV”) (dmv.ca.gov) has forms and instructions necessary for a transfer.

When buying a car from a private party, you need these documents (most are on the DMV website):

- **California Certificate of Title** (known as the “**pink slip**”) with the signatures of the buyer(s) and seller(s). Do NOT pay the seller until you have the SIGNED document in your hand.
- **Odometer Disclosure** for vehicles less than ten years old.
- A **smog certificate** if the car is more than four “model” years old.
- A “bill of sale” is not required to transfer ownership but will help you prove the ownership transfer and the purchase price.

You have ten days from the date of the sale/purchase to report the change of ownership to the DMV, and you must pay the transfer fees within 30 days. The seller must report the transfer of ownership to the DMV within five days by completing a “**Notice of Transfer and Release of Liability**.” You can complete the transfer of vehicle ownership by visiting the DMV or a branch of the Automobile Club of Southern California (also known as “AAA” or “Triple A”; www.calif.aaa.com.) The AAA is a private organization that is authorized to conduct DMV transactions and may have shorter wait times. You can conduct these transactions together with the seller to make sure that the transfer is completed, or you can go to the DMV or AAA on your own after the exchange of payment and required documents.

To complete the change of ownership, you will need:

- The above documents from the sale (Certificate of Title, and, if applicable, Odometer Disclosure and/or smog certificate)
- To pay a **transfer fee** to the DMV.
- **To pay use tax** (sales tax) to the DMV.

For information about *leasing* a car (basically a long-term rental), see www.nolo.com/legal-encyclopedia/leasing-car-29967.html.

Keep a copy of all records

Keep copies of all the documents related to your purchase, as well as records for repair and maintenance of the vehicle. You will need the Certificate of Title if you decide to sell the car later. If you financed the vehicle, you will not receive the Certificate of Title until you have paid off the loan.

Insure your car immediately

By law, any car you drive must be insured. Call an insurance company immediately to add your new car to your policy (see interactive.web.insurance.ca.gov/apex_extprd/?p=111:10 for information about purchasing an auto insurance policy.) If this is your first time buying a car, you should research automobile insurance prior to your purchase so that you can add your new vehicle immediately.

AUTOMOBILES: DRIVING IN CALIFORNIA

To drive a car in California, you need:

(1) A valid driver’s license

You need a valid driver’s license to drive in California. You may drive with a valid California driver’s license or with a valid driver’s license from your country of residence (if you are over the age of 18 and the driver’s license is written in English.) The State of California does NOT recognize an International Driving Permit (“IDP”) as a valid driver license. You should either apply for a California driver’s license or carry an IDP

along with your international driver's license to serve as an English language translation of your license if necessary. If you plan to purchase a car, you will need a California driver's license. (See **Obtaining a California Driver's License** below.)

(2) Auto insurance

Any car you drive in California must be insured, and **you must carry proof of insurance** or other proof financial responsibility when driving. If a police officer stops you and asks for proof of insurance, you must show it to her or him, although an officer cannot stop you solely to check if the vehicle is insured.

The minimum liability insurance requirements for private vehicles in California are:

- \$15,000 for injury or death to one person
- \$30,000 for injury or death to more than one person
- \$5,000 for damage to property.

These coverage amounts will be included in a basic auto insurance policy. You should consider purchasing better insurance with higher coverage amounts if you can afford to.

(3) Proof of current vehicle registration with the DMV

(4) To abide by all traffic laws

Before you drive in California, you should read the California Driver Handbook at dmv.ca.gov/web/eng_pdf/dl600.pdf. Remember:

- **Do not speed:** It is unlawful to drive faster than is reasonably safe, considering the weather, visibility, traffic, and road conditions. It is against the law to drive at a speed exceeding 65 miles per hour on a freeway, or 55 miles per hour on a two-lane highway, unless a higher speed limit is posted. **Never drive faster than the posted speed limit**, even if other drivers are speeding. Be aware there are also minimum speeds on roads and freeways.
- **Do not fail to stop:** You can be cited if you enter a traffic intersection while the traffic light is red, or if you do not come to a complete stop at a stop sign. A "rolling stop," when you slow down at a stop sign but do not come to a complete stop, is a commonly-cited violation in California.
- **Do not turn illegally:** You may not make a right, left, or U-turn through a green light where it is prohibited (look for a posted sign before turning.)
- **Do not make an unsafe turn or lane change:** You must use your car's turn signal to turn 100 feet prior to turning. You should also signal a lane change when there are drivers behind you.
- **Do not fail to yield to pedestrians:** You must ALWAYS yield the right-of-way to pedestrians crossing the roadway, including within a marked crosswalk or at an intersection.
- **Do not drive recklessly:** You may not disregard the safety of persons or property while driving. If you injure a person or property while driving recklessly, you could go to jail.
- **Do not block an intersection:** It is illegal to enter an intersection or railroad crossing unless you have enough space to cross without blocking other vehicles.
- **Do not use a mobile phone to talk or text:** If you are under the age of 18, you may not use a cell phone while driving, even if it is hands-free. If you are age 18 or older, you can only use a cell phone while driving if you operate it hands-free.

- **Do not drive under the influence of drugs or alcohol:** It is illegal to drive under the influence of drugs or alcohol, including if your Blood Alcohol Content (“BAC”) is 0.08% or higher. If you are under age 21, you cannot drive with ANY alcohol in your system (BAC of 0.01% or higher.) YOU CAN GET A DUI IF YOUR BAC IS UNDER .08, so never drink alcohol and then drive. In addition, it is UNLAWFUL TO SMOKE OR INGEST MARIJUANA IN A VEHICLE.
- **Do not leave the scene of an accident without following proper procedures:** If you are in a car accident involving property damage or personal injury, you must provide the other driver(s)/property owner(s) with your name and address and show your driver’s license, proof of insurance, and registration upon request. If the property owner is not present, you must leave a note with your name and address and call the police. If you are in an accident involving death or injury to another person, you must contact the police (by calling 9-1-1) and provide the information above to the other driver/passengers and the police. See “If you are involved in a car accident” below for more.
- **Do not drive without fastened seat belts.** You and all of your passengers must wear functioning seat belts. You can be cited if you are driving and your passenger is not wearing a seatbelt.
- **Do not drive with passengers in the trunk or bed of a pickup truck:** It is illegal to allow anyone to ride in the trunk of a car or the bed of a truck. Both the driver and passengers could be penalized.
- **Do not participate in a street race or speed contest** (as a driver or spectator.)
- **Do not litter or throw objects at or from a vehicle.**
- **Do not obscure/hide your license plate.**
- **Do not have an open container of alcohol or marijuana in your car.** If you are under age 21, you cannot have ANY alcohol in your car, even if the container of alcohol is closed/sealed.

CALIFORNIA TAKES DRUNK DRIVING SERIOUSLY!

You could get in serious trouble for driving after only one or two drinks! A police officer who stops you may ask to administer a breath, blood, or urine test, as well as field sobriety tests. You may refuse you take the test if you are over 21, but you can lose your license for up to a year if you do so. Typical punishment for driving under the influence of drugs (including marijuana) or alcohol (known as a “DUI”) include thousands of dollars in fines, driver’s license suspension, criminal probation, mandatory attendance at educational courses, and possibly jail time!

DO NOT DRINK AND DRIVE. International students have had their student visas promptly revoked if they are cited for DUI. Call for a Lyft/Uber, taxi, or a sober friend instead!

Traffic laws apply to bicyclists

Generally, bicyclists have the same rights and responsibilities as car drivers. When you ride a bike, you must stop at stop signs and red traffic lights and yield to pedestrians. You must use a headlight and reflectors at night. You may not bike under the influence of drugs or alcohol, or with headphones on/in both ears.

Obtaining a California Driver’s License

To obtain a California driver's license, you will need to visit the California Department of Motor Vehicles (DMV). See the DMV website (www.dmv.ca.gov) for up-to-date information and application requirements. There are several steps to obtain your driver's license:

(1) Confirm that your SEVIS record is in active status (for international students.)

(2) Apply for a license.

Make an appointment with the DMV (online or by telephone: 1-800-777-0133) and complete the application requirements. (You don't have to schedule an appointment, but it is highly recommended.) There are multiple DMV locations around San Diego. The location closest to UC San Diego is the San Diego Clairemont office at 4375 Derrick Drive, San Diego, CA 92117. At your appointment, you will need to do the following:

- Complete a Driver License or Identification Card Application form (form "DL 44")
- Pay the application fee of \$33 (as of January 2018)
- Present original or certified copies of required documents, including:
 - Valid passport
 - I-94 Arrival/Departure record
 - I-20/DS-2019
 - Valid out-of-state driver's license, if you have one
- Provide a thumbprint
- Have your picture taken
- Provide your Social Security Number, if you have one
- Verify your birth date and legal presence (by presenting the documents listed above)
 - If your current name does not match your birth date and legal presence documents, you will need to apply for a name change (contact SLS for how to do this.)
- Provide your full name
- Pass a vision test. The DMV vision guideline is a "20/40" visual acuity with or without glasses.
- Pass a knowledge test
 - To prepare for the test, you will need to study the California Driver Handbook, available on the DMV website. The California Driver Handbook and Knowledge Test are both available in multiple languages, including Spanish and Chinese. The handbook includes sample tests that you can study to prepare for the actual exam. There are 36 questions on the test.

(3) Pass a driving test.

Once you complete the above requirements, including passing the knowledge test, you can schedule a driving test online or by telephone with the DMV. Prior to your exam, you should safely practice the driving maneuvers listed in the Safe Driving Checklist (the "FFDL 22" at www.dmv.ca.gov.) There are other helpful guides and videos on the DMV website as well. Even if you are used to driving in your home country or state, you will need to drive according to California DMV standards to pass the test.

You must bring a vehicle to the test and you will be required to prove that the vehicle is properly insured before the driving test begins. A DMV examiner will ride with you to make sure that you drive safely and obey traffic laws. The test will last approximately 20 minutes and will consist of basic maneuvers that you will encounter while driving, such as left and right turns, stops at controlled and uncontrolled intersections, straight line backing, lane changes, driving in regular street traffic, and in some cases driving on the freeway.

You have three chances to pass the driving test, so make sure that you are prepared. If you fail the driving test, you should practice driving, and then make another appointment. After you pass your driving test, you will be issued an interim license valid for 90 days until you receive your new photo license in the mail.

Renting a car

International students often rent cars to visit other parts of California and the United States. It is important to understand what you are agreeing to when signing a car rental contract! If you already have auto insurance coverage, you may not need to purchase additional insurance from a car rental agency, but you should know exactly what your existing insurance covers before you decide. While not required, it is generally a good idea to purchase the most extensive insurance you can afford—just make sure that you are not purchasing coverage that you already have. Also be sure that you understand who else (if anyone) is allowed to drive if you rent a car—rental contracts (and insurance policies) may limit coverage to only one person.

If you are involved in a car accident

You must **stop your car** if you are involved in an auto accident, even if you hit a parked car or other property. The punishment for leaving the scene of an accident (a “hit-and-run”) is serious—often worse than the consequences of the accident itself.

Do not make any statements about who was to blame for the accident while at the scene. **Do not make any agreements with anyone about how to resolve damage or injuries.** The only paper you should sign at the scene is a “notice to appear”/citation if one is given to you by a law enforcement officer.

If someone needs help, you should provide reasonable assistance if you can. Call 9-1-1 if someone is injured. Do not try to perform first aid unless you are properly trained. If someone is in harm’s way and you can safely remove them from the dangerous situation, you should do so in a careful manner.

You should obtain information about witnesses and everyone involved in the accident. Drivers should exchange their license and registration information, including: each driver’s name, address, date of birth, phone number, driver’s license number and expiration date; insurance provider; make, model, and year of the automobile(s) involved; license plate number and registration expiration; and vehicle identification number (VIN). In addition, try to obtain the names and contact information of any witnesses and any passengers in other vehicles. If there are law enforcement officers at the scene, write down their names, badge numbers, and agency affiliations (*e.g.*, San Diego Police Department or California Highway Patrol.)

When it is **safe** to do so, **take pictures of the surroundings, the vehicles involved (before they are moved), and the other drivers’/witnesses’ license and information. Do not interfere with law enforcement or emergency personnel** while making your own assessments and documentation of the accident scene. Write notes of your general impressions of the scene, and include conditions such as weather and visibility. You may wish to draw a diagram of the accident location.

Report the accident to your insurance company as soon as possible. You must also submit a Report of Traffic Accident (“SR-1”) to the DMV **within ten days of the accident** if there is more than \$1,000 worth of damage done to an automobile, if someone has been injured or killed, or if you receive a Report of Traffic Accident (SR-1) from a law enforcement agency. You can find an SR-1 on the DMV website.

CRIMINAL LAW

A “crime” is an illegal action that is punishable by a monetary fine and possibly imprisonment. International students can be penalized for breaking the law in the United States and a criminal charge or conviction can impact the ability to remain in the U.S. or return in the future. **If you are cited with a violation of law, even something as small as a traffic ticket, it is extremely important that you attend any scheduled court appearances and pay or contest any fines.** Failure to do so could result in a warrant for your arrest. Use your phone to take a picture of any “notice to appear” or other documents you receive as part of the court process, to make sure that you do not miss any deadlines.

Types of offenses

Offenses are divided into three categories: infractions, misdemeanors, and felonies. Infractions are generally considered to be non-criminal offenses in California, while misdemeanors and felonies are classified as crimes. This is relevant because infractions do not create criminal records (for purposes of future employment or obtaining a professional license in the U.S.), whereas misdemeanors and felonies do.

Infractions

An infraction is a minor non-criminal offense that does not result in jail time, and generally there are no immigration consequences. An infraction may require a court appearance and/or payment of a fine. Many traffic violations (*e.g.*, speeding, not fully stopping at a red light) are infractions. Violations of San Diego City and County ordinances such as alcohol consumption by someone under age 21 or walking a dog off a leash may also be infractions.

Misdemeanors

A misdemeanor is a crime punishable by a fine and/or up to one year of jail time (although most first-time misdemeanors do not result in actual imprisonment.) Examples include petty theft (if property is under \$950), vandalism (if damage is under \$950), and non-injury DUI.

At the UC San Diego Bookstore, be sure to pay for your books or merchandise before you leave the Bookstore. If you do not, you will probably be caught and may be cited for theft under the Penal Code and the UC San Diego Student Conduct Code. The Bookstore fine for attempted theft is high—up to \$300!

Felonies

A felony is the most serious kind of crime, punishable by a fine and/or imprisonment for more than one year. Certain felony convictions can lead to life in prison or the death penalty. Examples of felonies include murder, rape, burglary, and selling or manufacturing illegal drugs.

What to do if you are detained or arrested

If you are arrested or questioned by a law enforcement officer, you have the right to remain silent and talk to a lawyer before answering any questions. If on campus, you must accurately identify yourself to UC San Diego Police officers and other campus administrators. Other than identifying yourself, you do not need to answer any questions or sign any documents without a lawyer present. You may say:

“I choose to exercise my right to remain silent and to refuse to answer your questions. I do not consent to any searches. I want to speak with a lawyer before answering your questions.”

You do not need to already have hired a lawyer to assert your right to have one assist you. You may choose to answer questions or sign papers, but be aware that the information can be used as evidence against you in court. Never offer an officer a bribe, even for a traffic ticket! For international students, you have the right to contact your home country’s consulate, or to have your consulate informed of your arrest.

If you are an international student, DO NOT PLEAD GUILTY to a crime without FIRST consulting with an IMMIGRATION lawyer!

Criminal cases are often resolved by the person pleading guilty in exchange for a reduced sentence/punishment. **Pleading guilty to a crime could have significant immigration consequences that could result in your removal from the United States or make you inadmissible to return to the U.S. when you leave.** By law, criminal lawyers in California must be competent and consider the immigration consequences of any plea agreement; however, in practice, criminal lawyers are not always familiar with immigration law. Consult an immigration lawyer before signing any plea agreement.

Removable (deportable) offenses by international students

Certain crimes could make you removable (“deportable”) as a non-citizen. The broadest category of removable offenses is called crimes involving “moral turpitude.” The law does not clearly define the term making this area of law very complex, which is why you need to contact an immigration attorney if you are charged with a crime. Crimes of moral turpitude are generally crimes with a potential jail sentence of at least one year that involve an intent to harm persons or things. Examples include fraud, larceny, theft, bribery, assault, murder, prostitution, and rape.

Other crimes that the law specifically lists as deportable include convictions related to smuggling, controlled substances, firearms, domestic violence, falsification of documents, document fraud, falsely claiming citizenship, terrorism, unlawful voting, and even failure to register a change of address! These crimes could also make you inadmissible to the United States if you leave the country and wish to return. The U.S. Department of State can also revoke the visa of someone convicted of DUI of alcohol or controlled substances.

Offenses faced by UC San Diego students

Some of the offenses that students are cited for (both on and off campus) include:

- Minor (under age 21) consuming or in possession of alcohol
- Public intoxication
- Possession of open container of alcohol in public or in a vehicle
- Consumption of alcohol at a San Diego public park or beach
- Furnishing alcohol to a minor/“social host” ordinance
- Possession of a false identification by a minor
- Driving under the influence of alcohol or controlled substances
- Possession or use of marijuana (NOTE: while private marijuana use and possession is generally legal under California law by those over age 21, it is still a crime under United States (federal) law, and a violation of the Student Conduct Code if on campus!)
- Possession of other controlled substances

IF YOU ARE ARRESTED OR GIVEN A NOTICE TO APPEAR IN COURT, CONTACT STUDENT LEGAL SERVICES AS SOON AS POSSIBLE TO SCHEDULE AN APPOINTMENT TO SPEAK WITH AN ATTORNEY!

IMMIGRATION STATUS AND WORK AUTHORIZATION FOR

For questions about your visa or other immigration-related issues, contact the **International Students & Programs Office (or “ISPO”)** at the **International Center** (istudents.ucsd.edu / (858) 534-3730)

INTERNATIONAL STUDENTS

Maintaining F-1 Status

Now that you have entered the United States as an international student, you must fulfill the requirements of your visa to maintain your status. To maintain your F-1 status, you must:

- **Have a valid I-20.** If you cannot complete your degree by the expiration date on your I-20/DS-2019, you must request a program extension before the expiration date or you will be considered out of status.
- **Maintain full-time enrollment.** In order to maintain your full-time enrollment, you must attend your classes and consult with your Designated School Official (DSO) before dropping any classes.
- **Comply with employment and practical training regulations.** Do NOT engage in unauthorized employment. This means you should not work off campus without authorization through the International Center. Also, you cannot work more than 20 hours per week while school is in session.
- **Keep your passport valid.** Your passport should be valid at least six months into the future. You can renew your passport through your home country’s consulate or embassy.
- **Report address changes within ten days of moving.**
- **Change your status or depart the U.S. in a timely manner.** Students have 60 days to depart the U.S. after the program end date or the end of their OPT. If you withdraw early with DSO approval, you have 15 days to depart the U.S. If you withdraw without DSO approval, you must depart immediately.
- **Comply with the law.** While here, you must follow the same laws as U.S. citizens do.
- **Use caution when applying for public benefits.** Be sure that you understand the consequences before you apply for or accept public benefits. You could become deportable if you use certain government benefits, such as cash assistance, which show you are dependent on the government for subsistence. There are many benefits such as Medicaid (unless used to support long-term care) and nutrition programs that do not apply. However, even if such benefits would not make you deportable, you could be denied a visa or entry to the United States if your receipt of benefits is used as evidence that you cannot support yourself while in the United States.

Working in F-1 Status

There are specific guidelines as to when and where you can work as an F-1 student.

On-campus employment (8 CFR 274a.12(b)(6)(i))

During your first academic year as an F-1 student, you may not work off-campus. You may work on campus part-time (no more than 20 hours per week) while classes are in session or full-time when not in session, if you are returning the next term. On-campus employment must be authorized by UC San Diego.

Curricular Practical Training (CPT) (8 CFR 274a.12(b)(6)(iii))

After you have been enrolled for one full academic year, you may be eligible for part-time or full-time Curricular Practical Training (CPT), which includes internships, cooperative training programs, or work-study programs, which are part of an established curriculum. CPT must be authorized by the DSO on your I-20.

Optional Practical Training (OPT)

OPT must relate to your course of study. As an F-1 student, you may be authorized up to a total of 12 months of full-time practical training at each educational level (e.g., undergraduate, graduate, and post-graduate). You may engage in OPT while you are still attending school (pre-completion OPT) or after you graduate, or both. If you choose to engage in pre-completion OPT, you may not work more than 20 hours per week while school is in session, but may work full-time when school is not in session. If you engage in pre-completion OPT, your eligible period of post-completion OPT will be reduced by one month for every two months of part-time pre-completion OPT that is worked when you were in school.

Once you receive a recommendation for post-completion OPT from your DSO to pursue OPT, you must apply for an employment authorization document (EAD) with USCIS within 30 days. You may file up to 90 days prior to your program end-date and not later than 60 days after your program end date.

Students who engage in post-completion OPT based on a qualified Science, Technology, Engineering or Mathematics (STEM) degree may apply for a 24-month STEM extension of their post-completion OPT if employed by an employer enrolled in E-Verify.

Cap-Gap Extension

An F-1 student may extend F-1 status to cover the “gap” between the end of F-1 status and the start of H-1B employment on the first day of the new fiscal year, if the student has timely filed an H-1B application and request for change of status.

HEALTH AND DENTAL INSURANCE

Neither California nor the United States offer free universal healthcare to everyone. If you have health insurance, your policy may cover some costs while you must pay a portion of the costs. Insured patients are often surprised to learn how much they must pay in healthcare costs after they have already received medical services. Insurance plans differ greatly in terms of benefits. To learn more about your health insurance benefits, ask for a Summary of Benefits and a copy of your insurance policy. The telephone number for your insurance company appears on the back of your insurance card. Unless an exception applies, all UC San Diego students are automatically enrolled in the UC Student Health Insurance Plan (UC SHIP). For up-to-date information about UC SHIP, see: ucop.edu/ucship/ and wellness.ucsd.edu/studenthealth/insurance/Pages/default.aspx.

There are various costs you may need to pay:

- **Premium.** A “premium” is a fee that you pay to have insurance coverage. You may pay monthly or you may have another arrangement such as a one-time payment for an entire school year.
- **Deductible.** This is the amount that you are responsible for before your insurance begins to pay. For example, if an insurance policy has a \$500 deductible, then the insurance company will only begin to pay benefits once you as the policy holder have paid an initial \$500 towards healthcare.
- **Co-insurance.** This is the part of the bill you must pay after you have met the deductible amount. For example, a policy may indicate that the insurance company will pay 80% of medical bills and that the policy holder must pay the remaining 20%.
- **Co-pay.** This is a flat amount that you must pay for each doctor’s visit or each prescription. For example, an insurance policy may require that the policy holder pay \$25 per doctor’s visit. In that case, even if the doctor’s visit costs more than the co-pay, the insurance company pays the difference. For prescriptions, if a policy has a \$20 copay for prescriptions, the policy holder pays \$20 for the prescription and the insurance company pays the remaining cost.
- **Annual out-of-pocket limit.** Insurance policies have a limit to the amount that you must pay per year. After you reach this limit, you may not have to pay any more for the rest of the year, including co-pays and co-insurance.

When considering non-emergency services, remember the following:

- **Do not rely on your doctor/dentist to determine coverage.** Your medical professional may try to help estimate what portion of services you will have to pay, but it is up to the insurance company to determine how much services will actually cost you. The medical provider will ask you to sign an agreement stating that you promise to pay the medical bill even if the insurance does not cover the services. Thus, you should not rely on the doctor or medical provider to determine coverage. You should contact your insurance company to ask what costs will (and will not) be covered. Some insurance plans only cover services by “in-network” medical providers, so you should check how much of a service is covered as well as which providers are covered. Contacting your insurance company for an explanation of benefits still does not guarantee coverage, but it can help you better understand your policy. **Find out if the medical or dental services you are considering are covered before you agree to such services** (including “Invisalign,” laboratory testing, etc.)
- **You may be billed AFTER services are provided.** While you may pay some amount of money upfront (usually a co-pay), this amount is NOT the total amount you may owe. After your doctor or dentist performs a service, they will submit the bill to your insurance company. The insurance

company determines what portion of the bill, if any, is covered, and pays only that portion. The doctor/dentist will likely then bill you for the remaining amount. Sometimes patients do not receive a bill for the amount due until weeks or months after the service is provided.

- **Do not ignore medical bills.** If you ignore billing notices, the medical provider may eventually send your debt to a collection agency and it could lead to a negative entry on your credit report or a legal judgment against you. If you cannot afford to pay your medical bills, you may have options to reduce or eliminate the debt, and you should seek counsel from an SLS attorney or another trusted advisor.
- **Keep copies of all of your bills.** Keep copies (including taking photos) of your medical bills in case you need to contest any charge. If your insurance company denies all or part of a claim, you can contact the insurance company and ask to file an appeal. If you need additional help understanding your insurance or wish to file a complaint, contact the California Department of Insurance at 1-800-927-4357 or online at insurance.ca.gov.

PERSONAL LIABILITY INSURANCE

Personal liability insurance is designed to cover individuals and their family members if sued for causing bodily injury or property damage to another. Unlike in some other countries, you cannot purchase a “standalone” personal liability policy in the United States. You may be able to obtain personal liability coverage through a homeowners, renters, or auto insurance policy.

RENTER'S RIGHTS AND LIVING OFF CAMPUS

If you live off-campus, you should familiarize yourself with your rights and responsibilities as a tenant/renter. Below is a summary of some important aspects of renting in California. The California Department of Consumer Affairs offers a helpful California Tenants Guide at <http://www.dca.ca.gov/publications/landlordbook/catenant.pdf>.

Looking for housing

Before you look for housing, you should make a list of your requirements and preferences, such as budget, size, neighborhood, amenities, parking, and pet friendliness. Also consider whether you want the security of leasing for a specific term, such as one year, or you want the flexibility of renting on a month-to-month basis. See offcampushousing.ucsd.edu for information to help you in your search.

Inspecting the residence

Before you rent an apartment or house, be sure to inspect the property, common areas, and neighborhood. The residence should not have leaks, cracks, holes, or pests. It should have working plumbing, a heating system (though an air conditioning unit is not required by law), adequate ventilation, and smoke and carbon monoxide detectors.

Applying to rent and paying deposits and fees

When you find a suitable rental property, the landlord may ask you to fill out an application, pay a nonrefundable application fee of no more than \$50, and submit to a credit and/or background check. The landlord uses this information to decide whether to rent to you. If you do not have a credit history in the United States that shows that you pay your bills on time, the landlord may charge you a higher rent or choose not to rent to you. However, the landlord may not discriminate against international students based solely on whether the student has a Social Security number. The landlord may also require a “co-signer” or “guarantor”, someone who has a good credit history and is willing to guarantee payment. Student Legal Services discourages students from signing leases that require co-signers, since co-signers become financially liable along with the tenants, but a landlord may refuse to rent to you if you do not provide a co-signer.

The landlord can consider your financial and criminal history before renting to you, but the landlord cannot discriminate or refuse to rent to you on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, or disability. This means a landlord cannot ask you about your immigration or citizenship status.

Holding deposit

The landlord may ask you for a deposit to “hold” the unit until you are ready to move in. If you pay a holding deposit, you should ask for a receipt and make sure that all terms are in writing. You should specify how the landlord will apply the funds if you move in—for example, the landlord may apply the funds towards payment of your first month’s rent. If you do not move in, the landlord may keep all or part of your deposit. If the landlord does not end up renting you the residence, the landlord must refund your entire holding deposit.

Security deposit

The landlord will usually also require you to pay a security deposit. By law, the security deposit cannot be more than two times the monthly rent for an unfurnished unit, or three times the monthly rent for a furnished unit. The landlord can use this deposit when you move out to pay for things like damages to the property, unpaid rent, or cleaning fees. Within 21 days of moving out, the landlord must refund your entire security deposit, or provide you with an itemized statement explaining any deductions along with a refund of the remaining amount. If the landlord keeps more than \$125 of your security deposit, the landlord must give you copies of invoices and receipts for work performed or materials purchased.

First & last month's rent

The landlord may ask you to pay the first month's rent up-front, in addition to the security deposit. Some landlords ask that the last month's rent also be paid before you move in.

Signing a rental agreement or lease

You should use a written lease or rental agreement (and not rely only on oral conversations) so that you understand your rights and responsibilities and you can refer to the contract if you have a dispute with your landlord or roommates. Make sure that you READ and UNDERSTAND all of the terms of the agreement before you sign. Even if the landlord has a standard lease, you can still ask the landlord to make changes to fit your situation. If you and the landlord negotiate the lease in Spanish, Chinese, Tagalog, Vietnamese, or Korean without a translator, the landlord must give you a copy of the proposed lease in the language used.

Before you sign a lease, contact SLS to schedule a time to meet with an attorney to discuss any questions or concerns you may have! Also, make sure to get a copy of the lease as well as any community or "HOA"/association rules from the landlord. Consider taking photos of any agreement or anything you sign.

Contract terms

The rental agreement or lease should contain information such as:

- Names and addresses of the landlord and all tenants
- Address of the rental unit
- Length of the lease (year-long and month-to-month leases are most common)
- Deposits and fees for items such as late payment or bounced checks
- Who pays utilities such as gas/electricity (usually the tenant), cable/internet (also tenant), and water/sewer and trash collection (usually the landlord)
- Amount of monthly rent
- When rent is due
- Who the rent should be paid to
- What forms of rental payment are acceptable
- Whether rental insurance is required
- Whether pets are allowed
- Limits on occupancy and overnight/long-term guests
- Restrictions on the use of the property
- Who is responsible for taking care of the yard or other areas, if any
- Any obligations by the landlord or tenant to make specific repairs (typically only the landlord is authorized to make repairs)
- Whether you can sublet or assign the rental unit (*i.e.*, if you are permitted to find a replacement tenant and move out)
- The name, address, and telephone number of the person authorized to receive rent and legal notices
- How to give notice to terminate the tenancy
- Whether the prevailing party in a lawsuit between you and the landlord is entitled to attorneys fees
- Review the SLS website (under "Sample Forms and Agreements") for sample agreements if you need one.

Be familiar with your lease terms! If you violate the terms of your lease, the landlord may have grounds to evict (legally remove) you from the residence. If the landlord fails to comply with any of the lease terms, you may be able to break the lease, but you should consult with an SLS attorney before attempting to do so.

Renter's insurance

You should consider purchasing renter's insurance to protect your personal property from losses caused by accidental fire, theft, or other types of damage. Some landlords require tenants to have renter's insurance. If you already have an auto insurance policy, your insurance company may offer you a discount to add renter's insurance to your coverage. It is always a good idea to purchase a renter's insurance policy!

Roommates

Under most circumstances, each tenant named in the lease is entirely responsible for all rent and damages to the unit regardless of who moved out, caused the damages, or failed to pay. To protect yourself, you should create a roommate agreement that contains your mutual understandings. You can find a sample roommate agreement on the SLS website at: students.ucsd.edu/files/sls/SLS-roommate-agreement-2011.doc.

Living in your residence

Paying rent

Your lease or rental agreement will likely specify the day of the month that rent is due. Most rental agreements and leases require that the rent be paid at the beginning of each rental period, usually the first day of the month. If the lease or rental agreement does not specify, then by law your rent is due at the end of the term of the tenancy, *e.g.*, at the end of the month in a month-to-month tenancy. If the due date falls on a weekend or holiday, your rent is due that day unless your agreement says otherwise.

It is important to pay your rent when it is due. If you do not pay your rent on time, the landlord can give you a notice to pay rent or move out within three days. If you do not pay rent or move out within that time frame, the landlord can start a process to remove you (known as an "eviction.") If you only pay partial rent, your landlord can still seek to force you to leave unless you and your landlord agree in writing to give you more time to pay.

Many leases allow for up to five days from the due date within which to pay rent, though this is not required by law. If you pay your rent after this "grace period," the landlord can charge you a reasonable late fee.

Rent increases

If you have a long-term lease (as most UC San Diego students do), your landlord cannot increase your rent during the lease term unless (in rare circumstances) it is allowed in the contract. If you have a month-to-month lease, the landlord may be able to increase your rent after giving you a 30-day or 60-day notice, depending on the circumstances.

Assignment and subleases

The terms of your lease agreement will determine whether you can bring in another tenant who is not listed on the contract. If your lease or rental agreement prohibits assignments or subletting, the landlord could evict you for bringing in a new roommate. Most leases either prohibit subleasing entirely, or allow it only after getting the landlord's written consent. If you or your roommate(s) plan to be at the residence for less than the full lease term and hope to sublet/assign, make sure that this is permitted before you sign the lease!

Overnight guests & pets

Your lease or rental agreement may contain terms limiting the number of days that you may have an overnight guest. If you exceed this limit, your landlord could evict you. Also be aware of whether the lease allows for or prohibits pets. If a residence allows pets, landlords will often request that an additional "pet deposit" be paid.

Landlord's right to enter the premises

Your landlord may enter your rental unit for emergencies, repairs, showings to prospective tenants or buyers, or with your permission. If there is an emergency, such as a flood, the landlord can enter the premises even if you are not home. For non-emergency repairs or showings of the unit, the landlord can usually enter the

premises during normal business hours if he or she has provided you with at least 24 hours of prior written notice.

Problems with the Unit

By law, you are entitled to a “habitable”/“liveable” residence. Your rental unit should be weatherproof (with working exterior doors and windows and without leaks) and the plumbing, water supply, heating, and lighting should all be in working order. The landlord must do maintenance work to keep the rental unit livable if it is needed.

When your unit needs to be repaired, you should always put your requests and subsequent communications in writing. If the landlord does not make the repairs, you may have several remedies available to you. Your remedies may include: withholding all or part of the rent; making the repairs yourself; hiring someone to make the repairs and deducting the cost from your rent; moving out; and/or paying your rent and suing the landlord for the reduction in value of the defective property. However, you should always consult with SLS or another attorney first to ensure that your actions will not result in your eviction.

Moving out

Proper notice

If you plan to move out, you must give your landlord proper notice. If you have a month-to-month tenancy, you must give your landlord at least 30 day’s written notice to terminate. If the landlord wishes to terminate a month-to-month tenancy, the landlord must give you 60 day’s notice if you have lived in the unit for one year or more and 30 day’s notice if you have lived in the unit for less than one year. If you have a lease for a specific term, your lease may specify what happens upon expiration. If there is no lease provision on the subject and the landlord continues to accept your monthly rent beyond the expiration date, your tenancy becomes month-to-month. It is always a good practice to give your landlord 30 days prior written notice of your intent to move out even if the lease has a specific end date; *i.e.*, if the lease ends on June 30, you should give your landlord written notice of your plan to move out no later than May 31. If you have a fixed term lease (such as six, nine, or 12 months), **YOU MAY NOT BREAK THE LEASE EARLY, EXCEPT IN EXTRAORDINARY CIRCUMSTANCES!** Contact SLS for advice on whether are eligible to do so.

Return of security deposit

Within 21 days after you move out, the landlord must refund your entire security deposit or provide you with an itemized statement explaining any deductions and a refund of the balance, if any. It is illegal for a landlord to make a security deposit nonrefundable. The deposit may only be used to cover unpaid rent, repair damages caused by the tenant beyond ordinary wear and tear, clean the rental, and to fulfill obligations in the rental agreement regarding personal property.

To protect your security deposit:

- 1. TAKE PHOTOS and fill out an inspection checklist BOTH BEFORE YOU MOVE IN AND WHEN YOU MOVE OUT,** and keep copies of everything. See the SLS website for more information about this, and for a sample inspection checklist if your landlord does not provide you with one.
- 2. Request and perform an “initial inspection”** of the property with your landlord within two weeks before your lease ends.
- 3. Request and perform a “final inspection”** on the day you move out.

4. **Leave all keys at the residence when you move out, and give the landlord a forwarding address where you would like your security deposit to be mailed.**

5. **Contact SLS if you have any problems with the return of your security deposit! We are open all summer!**