

KNOW YOUR RIGHTS: Safe Housing for Tenants



What is habitability?

Habitability is a term that explains if a building is safe to live in. If a building is safe to live in, it is habitable. If a building is not safe to live in, it is uninhabitable. Your landlord must keep your home habitable, even if your lease does not mention habitability.¹



What makes a home habitable?

Habitable homes must have **at least** the following:

- good waterproofing, weather protection, and ventilation²
- no broken windows or doors and safe locks³
- good plumbing with hot and cold water⁴
- heating and proper electrical lighting/wiring⁵
- common areas and units without rodents, pest infestations, garbage and junk⁶
- Working bathtub or shower and working toilet⁷
- working kitchen sink⁸
- safe foundations including floors, walls, ceilings, roof, and stairways/railways⁹
- smoke detectors¹⁰
- good trash collection¹¹
- no mold or dampness¹²

Does my landlord need to fix problems that make my home not habitable?

A landlord must provide safe housing. Generally, your landlord must fix things that make your home not habitable.¹³ But, if you or your guest use something incorrectly and it breaks, your landlord may not have to fix it.¹⁴ For example, if your kitchen sink stops working, and you and your guests were not misusing it, your landlord must fix it. But if your kitchen sink stopped working because your child shoved a toy in it, you may be responsible for fixing it.

Does my landlord have to fix things that do not deal with habitability?

Maybe. Depending on your lease, your landlord could be responsible for repairs that are not related to habitability. For example, your lease might say the tenant is responsible for fixing the washing machine and the landlord is responsible for fixing all other appliances. Look at your lease to find out who is responsible for fixing things not related to habitability.

If I damage my unit, do I need to fix it?

Maybe. Your landlord can tell you to fix any damage that you or your guests caused or that is beyond “normal wear and tear.” “Normal wear and tear” means damage caused by time and

regular use. For example, curtains fading over time is normal wear and tear but curtains ripped by your pet is not normal wear and tear. Also, you may have to fix things that broke because you did not take care of them, or you used them incorrectly.¹⁵

Does my landlord need to keep common areas safe?

Yes. Your landlord must repair problems that make common areas unsafe.¹⁶ Hallways, stairways, outside walkways and parking areas are some examples of common areas. If you damage a common area, you may have to pay for the repairs.¹⁷

What if my landlord makes my unit not habitable to get me to move out?

It is illegal for your landlord to make your unit unsafe to pressure you to move. For example, a landlord is not allowed to turn off your utilities or remove your doors to get you to move out.¹⁸ This is called a “self-help” eviction and is illegal. If your landlord does a “self-help” eviction, then they could be liable to you for money damages.¹⁹

If your landlord is making your home unsafe to get you to move out, contact your local legal aid organization for help if there is one available to you. Find your local legal aid organization at <https://www.lawhelpca.org/>.



How do I get more help?

Contact FVAP at info@fvaplaw.org or (510) 380-6243 for questions.

¹ *Green v. Superior Court* (1974) 10 Cal.3rd 616, 637-638.

² Civ. Code § 1941.1, subd. (a)(1), Health & Saf.Code § 17920.3, subd. (a)(7), (g).

³ Civ. Code §§ 1941.1, subd. (a)(1), 1941.3, subd. (a).

⁴ Civ. Code § 1941.1, subds. (a)(2), (3), Health & Saf.Code § 17920.3, subd. (a)(5).

⁵ Civ. Code § 1941.1, subds. (a)(4), (5).

⁶ Civ. Code § 1941.1, subd. (a)(6), Health & Saf.Code § 17920.3, subd. (a)(12).

⁷ Health & Saf. Code § 17920.3, subd. (a)(1).

⁸ *Id.* at § 17920.3, subd. (a)(3).

⁹ *Id.* at § 17920.3, subd. (b), Civ. Code § 1941.1, subd. (a)(8).

¹⁰ Health & Saf. Code § 13113.7.

¹¹ Civ. Code § 1941.1, subd. (a)(7).

¹² Health & Saf. Code § 17920.3, subds. (a)(11), (13).

¹³ *Green v. Superior Court* (1974) 10 Cal.3rd 616, 637-638.

¹⁴ Civ. Code § 1941.2.

¹⁵ *Id.* at §§ 1941.2., 1929.

¹⁶ *Id.* at § 1941.1, subd. (a)(6).

¹⁷ *Id.* at §§ 1941.2., 1929.

¹⁸ Civ. Code § 789.3.

¹⁹ *Id.* at § 789.3, subd. (c).