

FREQUENTLY ASKED QUESTIONS

I realize that many of you have not rented in several years. I have put together this list of frequently asked questions so you may have a better idea of what is going on in the home rental market as you begin your transition to renting.

What Kind of Information can the Landlord Ask for?

It's very similar to a job application. The landlord can ask for information on your current and past employers, your current and past landlords, if any, personal references, your social security number and driver's license number, bank account information, and authorization to run credit. They can ask you about your job and income.

What can't the Landlord ask you?

They can ask you for information which would show you have the ability to pay the rent.

They cannot ask you about race, sex, religion, sexual orientation, marital status, national origin, immigration status, and ancestry, sources of income other than your job, medical history or any disabilities. They cannot ask if anyone under age 18 is going to live with you; they may ask how many people will be living in the rental unit.

Although Landlords can limit the number of people who will stay in the rental unit, they cannot discriminate against you if some of the people in the unit are children.

What about a credit check?

Your credit will probably be checked either with the credit reporting bureaus or with a business called a tenant screening service. A tenant screening service is a specialized credit bureau that collects and sells information on tenants. They check for damage caused to rental units, rent payment history, and unlawful detainer filings.

The landlord does not need to give you a reason for not renting to you. However, if your credit report was used as a factor, the landlord is required to give you a notice to that effect.

Is there a screening fee?

Landlords may charge you a screening fee to cover the cost of obtaining a credit report and checking references. Since we live in the People's Republic of California, naturally this fee is capped by state law; it is currently \$42.06. If they charge you a screening fee, you must be given an itemized receipt for the charges, and they cannot exceed \$42.06.

If the landlord charges you to obtain a credit report, the landlord by law must give you a copy if you request it, so make sure you request it.

Since in our service your credit report is obtained in advance, there is often no screening fee charged by the landlords we work with.

What should the rental agreement or lease include?

Surprisingly, there is no standard lease or rental agreement; each landlord may use their own form. We will help you with the review of the rental agreement to make sure it meets all necessary requirements, but generally, the lease should include the following:

- Names and addresses of the parties.
- Address of the rental unit.
- Amount of rent, when it is due, to whom and how it is to be paid.
- Amount and purpose of the security deposit.
- When late charges arise and how they are computed and paid.
- Whether or not you may have pets.
- How many people can live in the unit.
- Who pays for the utilities.
- Who takes care of the yard.
- Any promised repairs.

It's important not to sign a lease without letting us review it first.

What Must the Landlord Disclose?

- If the rental unit was built before 1978, there must be a disclosure concerning lead based paint (“don’t eat paint chips”)
- The right to check for sex offenders under Megan’s Law.
- When pest control companies will service the property.
- The rental unit was formerly used as a methamphetamine laboratory.
- That there was a death in the rental unit in the past three years.
- That the unit is within a mile of a former military base.

What about the Security Deposit?

All landlords will require a security deposit. The amount of the deposit is fixed by California law. For an unfurnished unit, the maximum security deposit is two month’s rent. For a furnished unit, its three month’s rent. If you have a waterbed, its two and a half month’s rent.

In addition to the security deposit, the landlord may also demand the first month’s rent. This may be used by the landlord to pay any unpaid rent, depending upon the lease. We will review and advise you of this at the time you sign the lease.

The security deposit cannot be nonrefundable. This means the security deposit must be returned to you unless it is credited for unpaid rent, excessive damage, and other similar uses.

What about Renter’s Insurance?

The landlord’s insurance policy on the rental protects the structure of the rental. If it burns down, the insurance policy will pay to replace it. The insurance policy **does not** cover your personal possessions and other contents. If you want insurance for your stuff, you will need to buy renters insurance.

Renter’s insurance is like car or home insurance, it’s best to shop around to see who offers the better rates and coverage.

How should the rent be paid?

By check or credit card – something that leaves a receipt or proof of payment. Landlords cannot require payment in cash unless you have tried to pay the rent with a dishonored check.

Always ask for a receipt, although the cancelled check is considered proof of payment in court. If you must pay cash, GET A RECEIPT.

What about rent increases?

Normally, the rent will not increase during the term of a lease, so the rent payment is fixed while the lease is in force. The rent can increase after the lease expires. The landlord must give you 30 days notice from the end of the lease if the rent payment will increase by less than 10% or 60 days notice if the rent will increase by more than 10%.

This notice must be in writing, and goes into effect after 30 or 60 days, depending upon the amount of the increase.

Neither Orange County nor any city in Orange County has a rent control ordinance, so there are no rental restrictions.

When can the Landlord enter the Premises?

In an emergency, the landlord can enter to deal with the emergency. Examples of this are a fire or a burst pipe while you are away.

Otherwise, you have to be given advance notice, and the entry can only be during regular business hours (no evenings and weekends). The landlord must give you 24 hours notice, normally in writing, before entering the premises.

Can I sublease or assign my lease?

That depends upon the lease you have with the landlord. Some will allow it, some will not. If you must move out before the end of your lease, contact us and we will discuss this option with your landlord.

What about problems with my landlord?

Call us before things get out of hand. Most of our landlords and clients are reasonable and easy to get along with, so we can usually defuse a situation before it becomes a problem.

What if the Property is Foreclosed on or Sold?

If the property is sold voluntarily by the landlord, the new owner takes the property subject to your lease, and you may stay until the end of the lease period. You also have the right to have your security deposit refunded.

If the property is foreclosed upon, you have 60 days to leave and find a new vacancy. If you suspect your landlord is being foreclosed upon, call us to discuss the matter further.

What about Habitability?

Under California law, keeping the rental habitable is a two way street. The landlord must do certain things, but you also have responsibility. You have the responsibility to keep the property clean and undamaged. You must also maintain the appliances in a safe manner, dispose of trash and garbage properly, and use the plumbing properly (if you flush something huge down the toilet and it clogs, it's on you to fix).

You do have the right to repair and fix things and deduct these costs from the rent, but discuss this with us or the landlord before you do it.

The landlord is responsible for things as well. If you think there is a problem call us and we will send you a list of what violates the “warranty of habitability” in California.

What happens when I'm ready to move out?

You will need to give your landlord notice, depending upon the term of the lease, and inspect the property. Call us when you are ready to do this.