



City of East Palo Alto
Office of the City Manager
Rent Stabilization Program
City Hall – 2nd Floor
2415 University Avenue
East Palo Alto, CA 94303-1164

Building Division / Code Enforcement Division / Rent Program Residential Unit Inspection Referral Protocol

The City of East Palo Alto's protocol for addressing substandard rental housing complaints is as follows:

Enforcement Authority

- The County of San Mateo Environmental Health Services Division is responsible for enforcing State health laws pertaining to maintenance, health, sanitation and occupancy standards for multi-family rental housing.
The City of East Palo Alto's Building/Code Enforcement Division teams with the San Mateo County Environmental Health Division, as the lead agency, and Menlo Park Fire Protection District regarding life safety issues when complaints are received. These collaborative efforts are most effective and have produced very positive results.

Summary of Procedure

- The City encourages residents to first attempt to resolve any substandard housing related issues with the property owner and to make any request for repairs in writing.

To address substandard housing complaints, the following procedure is in place:

1. Complaints have to be made in writing.
2. Complaints can be filed with City staff at the following location:
 - a. Community and Economic Development Department, 1960 Tate St.
3. Residents may seek assistance filling out a complaint and obtaining information at the following location:
 - a. Rent Control Program, 2415 University Avenue, 2nd Floor
4. When a complaint is filed, it will be forwarded to the Building Division and Code Enforcement and San Mateo County Environmental Health Division. Complainant receives a date stamped copy of the complaint at filing. The Rent Program receives an electronic copy of the complaint at rentprogram@cityofepa.org.
5. The written complaint is required to include the following information:
 - a. A signed and dated copy of the written notice to the property owner requesting correction of the substandard housing issue(s).
 - b. A detailed description of the substandard housing issue(s).
 - c. Name, address, contact information for the complainant signed and dated.
6. When the above items are received, the Code Enforcement officer will attempt to contact both property owner and the complainant to set up an inspection date.
 - a. The initial inspection is intended to include all applicable jurisdictional agencies:
 - San Mateo County Environmental Health Division
 - EPA Code Enforcement
 - EPA Building Inspection
 - Menlo Fire District Fire Marshal

- b. Coordination, confirmation, and actual initial inspection can range from fifteen (15) to sixty (60) days depending on the issue and parties' availability to attend the inspection.
7. When an inspection date is confirmed, a coordinated inspection will proceed to establish "Merit" or "No Merit" to the complaint.
 - a. The inspection will be documented in writing and photographically to identify outstanding substandard housing issues.
 - b. If the inspection reveals no issues, written documentation will be delivered to the complainant stating the result as "No Merit".
 - c. If the inspection reveals substandard issues, a Code Enforcement case will be opened in the CRW permitting system.
 - d. A detailed notice of violation will be sent to the property owner including timelines for compliance, permits and fees due, and inspections required.
 - e. The Rent Program will receive an electronic copy sent from the Building Department of the inspection report at rentprogram@cityofepa.org.
8. Depending on the extent of the substandard housing violations and the response from the property owner, abatement could take as little as 30 days or longer.
 - Compliance is the main objective.
 - Life safety issues may require determination of dangerous conditions that require the tenant to be relocated.
 - Follow-up inspections will determine when substandard housing issues have been addressed to meet local ordinance and minimum state laws.

Referrals by the Rent Program

When EPA residents contact the Rent Program with substandard housing conditions issues, the Rent Program:

1. Provides residents with the Building Division's contact information and a copy of the Code Enforcement Complaint Form (*Attachment A*).
2. Provides counseling on landlord's / tenant's rights and obligations in regard to substandard housing issues.
3. Provides a copy of the San Mateo Legal Aid's Tenants' Rights to Healthful Housing booklet in either Spanish or English (*Attachment B*).
4. Provides residents with a copy of the Guide to Filing Petition B (*Attachment C*). This petition can be filed for a rent adjustment for reductions in maintenance and services, habitability problems, and/or failure to provide maintenance and services required by law.
5. Provides residents with Petition B Form (*Attachment D*).
6. When the seriousness of the substandard housing conditions so require, the Rent Program will assist the resident filling out the Complaint Form and forwarding an electronic copy if it to the Building and Code Enforcement Divisions. The Rent Program will still direct the resident to file the original with Community and Economic Development Department, 1960 Tate St.
7. Request residents to provide contact information and nature of the issue for their visit to the office on a sign-in sheet.

Some residential properties are not under the Rent Program's registration requirements, such as single family homes for which tenants would not have the right to start a Rent Board petition process. Nevertheless, these residents also have the same access to file a complaint with the Housing and Code Enforcement Divisions.



City of East Palo Alto
Community Development Department

Case # _____
Accepted By: _____
Dated: _____
For office us only

CODE ENFORCEMENT COMPLAINT FORM
This form is to be completed by complainant or the code enforcement officer

Date: _____

Complainant Name: _____

Address: _____

Telephone #: _____

Address in Question: _____

Please Briefly State the Problem: _____

I declare and affirm under penalty of perjury that the statements made herein are true and correct to the best of my knowledge, information and belief.

Print Name: _____ Date: _____

Signature: _____ Date: _____

NOTE: If during the inspection the Building Inspector determines conditions warrant a Red Tag (Uninhabitable or unsafe living unit), tenan/resident will need to relocate immediately. After investigation by the Code Enforcement Officer, you will receive a copy of the findings of fact, recommendations applicable, and action taken.

INVESTIGATION SUMMARY (for office use only)

Case Notes:

Property Owner: _____

Owner Telephone: _____

Owner Address: _____

Field Notes (attach additional sheets as needed): _____

Recommendations Applicable: _____

Action Taken: _____

Referred to:

Menlo Park Fire: Yes/No Date: _____

San Mateo County Health: Yes/No Date: _____

City Attorney: Yes/No Date: _____

Other: _____ Date: _____

MISSION STATEMENT

"The City of East Palo Alto provides responsive, respectful, and efficient public municipal services to enhance the quality of life and safety of our multi-cultural community"

1960 Tate Street East Palo Alto, Ca 94303 (650) 853-3129 Main (650) 853-317 Fax



Tenants' Rights to Healthful Housing

You have the right to live in decent, safe, and healthful housing. California law protects tenants who live in poorly maintained housing. Even if your rent is low, you are entitled to a safe and healthful home. This information packet is designed to help you identify habitability problems in your housing and to help you take action toward improving your living conditions. This packet does not contain complete information about all your rights and remedies under the law, so you may want to seek further advice about other options, especially if you have questions about your specific situation.

The Natalie Lanam Justice Center • Sobrato Center for Nonprofits – Redwood Shores
330 Twin Dolphin Drive, Suite 123 • Redwood City, CA 94065 • 650.558.0915 • Fax 650.517.8973
Housing Intake 650.517.8911 • Toll-free 800.381.8898

Identifying Substandard Habitability Conditions

Habitability means that a place is suitable for humans to occupy. In California, each and every tenant is entitled to live in a place that meets basic habitability standards. Landlords are responsible for repairing and maintaining units in habitable condition. This does not mean that the unit needs to be in perfect condition. The need for minor repairs and unattractive conditions do not violate habitability standards. A unit is substandard when the poor conditions affect the health and safety of the tenants.

Under California law, both landlords and tenants have obligations for habitability.

The Landlord's Obligations –

Pursuant to the California Civil Code §§ 1941.1, 1941.3,

A rental unit must provide:

- Effective waterproofing and weather protection for the roof, walls, windows and doors
- Plumbing or gas facilities maintained in good working order
- Hot and cold running water and a working sewage system
- Heating facilities that are maintained in good working order
- Electrical lighting and wiring maintained in good working order
- Buildings, grounds, and common areas that are clean, sanitary, and free from the accumulation of debris, filth, garbage, rodents, and vermin
- Adequate garbage receptacles
- Floors, stairways, and railings that are kept in good repair
- Deadbolts on the exterior doors
- Proper locks on the windows

The landlord must also adhere to the standards set forth in the Health and Safety Code §§ 17920.3, 17920.10 (governing substandard buildings and lead hazards)

Pursuant to the California Health and Safety Code § 17920.3, et seq.,

A building is substandard if the following conditions are present and they endanger life, limb, health, property, safety or welfare of the public or the occupants:

- Inadequate sanitation
(lack of or improper bathroom facilities, kitchen sink, hot and cold running water, heating, ventilation, natural light, electrical lighting, improper dampness, and adequate garbage facilities)

- Structural hazards
(improper or defective foundations, floor supports, walls or partitions, ceilings, and fireplaces)
- Nuisance
- Wiring problems
- Plumbing problems
- Mechanical equipment problems
- Weather protection problems
- Any part of the building that may cause a fire, explosion, or provide fuel to a fire or explosion
- Issues with materials of construction
- Accumulation of weeds, junk, or combustible materials that may cause a fire, health or safety hazard
- Unsafe buildings due to inadequate maintenance
- a lack proper exit facilities
- Buildings that are not being used for what they were designed to be used for

The Tenant's Obligations –

Pursuant to the California Civil Code § 1941.2,
Tenants have a duty to maintain their units and to promptly notify the landlord if there is a need for repair.

- The landlord is not responsible to repair of the tenant substantially contributes to the existence of the condition or interferes with the landlord's ability to make repairs.
- The tenant must keep the unit that he or she occupies and uses clean and sanitary.
- The tenant must dispose of all rubbish and garbage in a clean and sanitary manner.
- The tenant must properly use and operate all electrical, gas and plumbing fixtures and keep them clean and sanitary.
- The tenant and the tenant's guests must not destroy, deface, damage, impair, or remove any part of the dwelling or facilities.
- The tenant must use the portions of the dwelling for the purposes which they were designated for (sleeping, cooking, dining).
- The tenant must allow repairmen to enter the unit to make repairs, as long as the landlord gives reasonable (usually 24 hours) notice that the repairs will be made.

How to Document Problems and Request Repairs

Keep careful records of the problems in your unit and of any contacts with your landlord. Keeping good records is the best way to protect yourself from possible retaliation. Good records may also later assist you if you ever decide to take legal action against your landlord. The law does require landlords to respond to oral requests for repairs, but it is difficult for tenants to prove that they made such oral requests. When in doubt, put everything in writing!

California Civil Code section 1942.5 makes it illegal for a landlord to retaliate against a tenant who makes requests for repairs. However, because there is a risk that retaliation could occur, make sure to document and keep copies of everything.

The following steps will help you keep good records, request repairs, and request official inspections.

Step 1: Document the habitability problems in your unit.

- Make notes. Use the checklist on the following pages to get started.
- Each time you call your landlord to complain, write down the date of the call and what you said.
- Take pictures.
- Keep contact information for witnesses (friends, neighbors, repairmen).
- Keep medical bills and receipts if the poor housing conditions have affected your health or a family member's health.

Substandard Conditions violating California Civil Code § 1941.1 & Health and Safety Code § 17920.3	Description of the Conditions	Duration in time of the problems	Date of any Landlord Contacts
Roof, walls, windows and doors are not waterproofed and do not protect against bad weather			
Plumbing or gas facilities are not in good working order			
Water supply does not have hot and cold water connected to a sewage system			
Heating or stove is not in good working order			
Electrical lighting is not in good working order			
Exposed wiring or unsafe outlets			
Building and grounds are unclean (garbage, rats, other pests)			
Missing garbage cans or garbage cans in bad condition			

Unsafe or broken floors, stairways, or railings			
Lack of: Proper bathroom facilities Kitchen sink Hot and cold running water Heating Ventilation Electrical lighting			
Excessive dampness or mold on walls or carpet			
Structural hazards: Poor foundation Deteriorating floors Leaning walls House is generally run-down or falling apart			
Nuisance by landlord			
Plumbing problems			
Mechanical equipment problems (for example, heater, air conditioner, water heater)			
Any part of the building may cause a fire or explosion			

Any part of the building may provide fuel to a fire or explosion			
Accumulation of weeds, junk, or combustible materials that may cause a fire, health, or safety hazard			
Building lacks proper exit facilities			
Building is not provided with fire detection systems			
Flimsy exterior doors or no deadbolts on exterior doors			
Other health problems that are health and/or safety hazards			

Step 2: Write a letter to the landlord.

- You may use the sample letter in this packet or you may write one of your own.
- Keep a copy of the letter that you send.
- Send the letter via certified mail, if possible.
- Follow-up with your landlord to discuss time for repairs.

Instructions for the letter –

- Fill in the letter with the date, landlord's name and address, landlord's name, your address, the problems in the residence, and then sign the letter with your name and address.

If you do not know your landlord, you can send the letter to the building manager or to the management company.

[SEE SAMPLE LETTER ON FOLLOWING PAGE]

- Make at least 3 copies of the letter.
- Send the original to the landlord. Send it by certified mail, or by fax, so that you can prove it was sent and received.
- You may also send a copy of the letter to the building manager or to the management company.
- Make sure to keep a copy of the letter for your records. Also keep any receipts from the Post Office or fax confirmation.
- If your landlord refuses to accept the letter, you can hand-deliver the letter. If you choose to hand-deliver the letter, take a witness with you.

SAMPLE LETTER

Date: December 27, 2012

(WRITE IN THE LANDLORD'S NAME AND ADDRESS BELOW)

Mr. John L. Land

123 Fictitious Lane

San Mateo, California 94402

Dear Mr. Land,

(WRITE YOUR ADDRESS BELOW)

As you know, I am a tenant at the following address: 456 Imaginary Street, Unit 7, Foster City, CA 94403.

The purpose of this letter is to give you formal notice of the problems at this property that are health and safety hazards. Civil Code Section 1941.1 *et seq.* and Health and Safety Code Section 17920.3 *et seq.* require that landlords and property managers maintain rental units in a condition that is habitable. Failure to do so is a breach of the warranty of habitability.

The following conditions at the property violate the warranty of habitability:

The bedroom ceiling has been leaking for several months and my child has to sleep in the living room because of the dampness. Also, the heater is broken. The front door does not close properly, and this is a safety risk. Also, there are rats coming in through the holes in the closet wall. The toilet backs up frequently, and this is unsafe for my children. My asthma is much worse due to the lack of heat in my apartment. Please send someone to make repairs as soon as possible.

Neither I nor my guests caused or created any of these problems.

I know my rights under the law to reside in safe and habitable conditions. The law requires you to make repairs within a reasonable period of time.

I also know that I am allowed to make this complaint to you, and that Civil Code Section 1942.5 protects tenants from retaliation when they stand up for their right to live in safe and decent housing. Any rent increase, reduction in services, eviction, or other adverse action taken by you in response to this letter is punishable under this law.

You need to give me 24 hours notice before you enter the property to make repairs. I will allow entry to repairmen upon 24 hours notice, or at a time on which we both agree. Please contact me as soon as possible so that we can discuss the needed repairs.

Sincerely,

Joe T. Tenant

456 Imaginary Street, Unit 7,

Foster City, CA 94403

(650) 765-4321

Date: _____

Dear _____,

As you know, I am a tenant at the following address: _____

The purpose of this letter is to give you formal notice of the problems at this property that are health and safety hazards. Civil Code Section 1941.1 *et seq.* and Health and Safety Code Section 17920.3 *et seq.* require that landlords and property managers maintain rental units in a condition that is habitable. Failure to do so is a breach of the warranty of habitability.

The following conditions at the property violate the warranty of habitability:

Neither I nor my guests caused or created any of these problems.

I know my rights under the law to reside in safe and habitable conditions. The law requires you to make repairs within a reasonable period of time.

I also know that I am allowed to make this complaint to you, and that Civil Code Section 1942.5 protects tenants from retaliation when they stand up for their right to live in safe and decent housing. Any rent increase, reduction in services, eviction, or other adverse action taken by you in response to this letter is punishable under this law.

You need to give me 24 hours notice before you enter the property to make repairs. I will allow entry to repairmen upon 24 hours notice, or at a time on which we both agree. Please contact me as soon as possible so that we can discuss the needed repairs.

Sincerely,

Step 3: Request an official inspection.

- Call the inspection agency for your city or jurisdiction to report the problems in your unit and to orally request an official inspection. Many agencies also have on-line report forms that you can complete. Check the website for your local agency.
 - A list of inspection agencies is below.
- You may need to contact the agency several times, as these agencies receive many requests and may take some time to schedule an inspection.
- Each time you call, ask for the name of the person with whom you speak and make a note of it, in case you have to follow-up on the call.
- When inspectors come to your home, make sure to point out all of the problems to them, give them any information you have about your landlord or managers, and ask for a copy of the official inspection report.

***** RISK *****

If you are living in an illegal unit – such as a converted garage or if your unit is overcrowded (more than two people sleeping in each bedroom and one person in the living room) – building inspectors may order you to move because of the safety hazard.

San Mateo County Health System –
<http://smchealth.org>

San Mateo County Environmental Health –
<http://smchealth.org/enviro/housing>
2000 Alameda de las Pulgas, Suite 100
San Mateo, CA 94403
Office Hours: 8 a.m.-5 p.m. Mon-Fri
(650) 372-6200
envhealth@smcgov.org

City of San Mateo –
<http://www.cityofsanmateo.org/index.aspx?nid=498>
(650) 522-7150

City of San Carlos –
http://www.cityofsancarlos.org/residents/resources/code_enforcement.asp
(650) 802-4261

City of East Palo Alto Building Services –
<http://www.ci.east-palo-alto.ca.us/index.aspx?NID=215>
1960 Tate St.
East Palo Alto, CA 94303
(650) 853-5908

Additional Ways to Address Habitability Problems

Organize Other Tenants –

- Talk to other tenants and join together if there are widespread problems in your building or with the same landlord
 - **Educate your neighbors** – give copies of this packet to your neighbors
 - **Organize a meeting** – discuss habitability issues with your neighbors
 - **Write a group letter** – compose a letter to the landlord that details the substandard living conditions of that landlord's collective tenants
 - **Contact building inspectors or lawyers as a group** – organizations and attorneys may be interested in working with groups of tenants

Small Claims Court –

- You can sue your landlord in Small Claims court for damages and for an order to make repairs. Such damages may include: rent rebate to compensate you for paying rent on a substandard unit, damage to property the resulted from the bad conditions, health problems caused by the conditions, and costs to relocate or to stay in a motel. Such claims can be brought in Superior Court if the damages exceed \$10,000.
 - **RISK:** Tenants have to pay court fees up front and the landlord may counter-sue the tenant and claim that the damages are the tenant's fault.

“Abandonment” Remedy –

- The “abandonment” or “constructive eviction” remedy allows a tenant to immediately move out of a defective rental unit. The rental unit must have serious substandard conditions that affect a tenant's health and safety.
 - **RISK:** Your landlord can claim that you illegally broke the lease and can sue you for rent and damages.

“Rent Withholding” Remedy –

- A tenant may withhold (stop paying) some or all of the rent if the landlord fails to repair serious defects that violate habitability standards. In order for the tenant to withhold rent, the defects or repairs that are needed must be extremely serious. In order to use this remedy, the defects must be ones that threaten the tenant's health and safety and the landlord must have actual notice and opportunity to repair these conditions. Only dangerous and pervasive habitability problems justify rent withholding, and this is a very risky remedy.
 - **RISK:** The landlord is likely to initiate an eviction action for non-payment of rent. If the court decision in the eviction action is that the conditions were insufficiently serious to justify rent withholding, or if the tenant does not actually have the rent saved, then the tenant will lose and be evicted very quickly.

“Repair and Deduct” Remedy –

- You have a right to ask the landlord to repair serious habitability problems. If the landlord refuses, you may make the repairs and deduct the cost from the next months’ rent. However, there are many risks and limitations to this remedy!
- Tenants should only use the “repair and deduct” remedy for urgent and serious problems. As stated earlier in this packet, your landlord does not have to keep your place in perfect condition, but the landlord must provide:
 - Working plumbing and heating
 - Hot and cold running water
 - Electricity and lights that work and are safe
 - Roof, walls, and windows that do not leak and are not broken
 - Clean common areas (with no pests or vermin)
 - Window screens that keep out bugs
 - Enough trash cans to keep trash from overflowing
 - Safe floors, stairs, and railings
- Before you can do any repairs yourself, you must first give the landlord a written notice requesting repairs. If the landlord does not make the repairs within a reasonable time (usually 30 days), then you may make the repairs yourself. In the case of emergencies, such as a broken toilet, the waiting period may be shorter. If you prevent the landlord from making repairs, you may lose your rights under this remedy!
 - You may use the “repair and deduct” remedy only TWICE in any 12 month period. The repairs may not cost more than one month’s rent each time.
- Only the actual cost of paying a licensed repairman and/or materials may be deducted from the rent. Do not attempt to charge for your own time or for unlicensed contractors, and always provide an invoice or receipt for the amount deducted.
- The “Repair and Deduct” remedy is risky because the landlord may begin eviction proceedings once you deduct your rent. To avoid the risk of eviction proceedings after you repair a serious habitability problem, you can choose to sue your landlord in Small Claims Court for your repairs after paying your rent in full. Always keep copies of any cost estimates or receipts.
- If you exercise your right to “repair and deduct,” your landlord may not retaliate against you by raising the rent, reducing services, or evicting you so long as –
 1. You gave written notice to the landlord to make repairs or you can otherwise document that you complained to the landlord about the conditions; or
 2. after giving reasonable notice to the landlord to make repairs, you filed a complaint with the County Department of Environmental Health, had the place inspected, and/or a citation was issued as a result; or
 3. you filed and/or won a court action about the poor conditions.

Additional Resources

<http://www.nolo.com/legal-encyclopedia/repairs-maintenance>

<http://www.dca.ca.gov/publications/landlordbook/catenant.pdf>

Legal services organizations –

The Legal Aid Society of San Mateo County

650-558-0915 / 1-800-381-8898

Legal assistance for tenants who face eviction or have other legal problems.

Community Legal Services of East Palo Alto

650-326-6440

Legal assistance for tenants.

Stanford Community Law Clinic

650-725-9200

Legal assistance for tenants.

Guide to Filing PETITION B

For Reductions in Maintenance and Services, Habitability Problems, and/or Failure to Provide Maintenance and Services Required by Law

What violations of rent limits can be addressed by filing Petition B?

Tenants can file **Petition B** for any of the following types of problems that their landlord did not correct within a reasonable time after they were informed or should have known about the problem:

1. Failure to comply with the “Warranty of Habitability,”
2. Failure to comply with building and housing codes or other legal requirements, and/or
3. Elimination or decreases in services or failure to provide adequate maintenance.

Below is more information about the reasons to file **Petition B**, along with examples and the kinds of documentation that can be submitted for each issue:

- 1) **Failure to comply with the “Warranty of Habitability”** set forth in California Civil Code Sec. 1941.1. This law requires that a rental unit must be fit to live in by human beings and must substantially comply with state and local building and health codes that materially affect tenants’ health and safety. The following problems are failures of the warranty of habitability:
 - ✓ Rental unit has water leaks, is damp, is not waterproof or has wet or moldy walls or ceilings, or has broken windows and doors and lacks effective weather protection, such as lack of paint.
 - ✓ Rental unit has plumbing or gas that is not in good working order.
 - ✓ Rental unit does not have sufficient or safe hot or cold running water furnished to appropriate fixtures, or is not properly connected to a sewage disposal system.
 - ✓ Rental unit does not have a working heater.
 - ✓ Rental unit has broken electrical lighting, or wiring and electrical equipment that is broken or dangerous.
 - ✓ The building and common areas are not clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin, such as cockroaches or rats.
 - ✓ There are not enough garbage and rubbish bins in clean condition and good repair.
 - ✓ The floors are not maintained in good repair; stairways, or railings in rental unit or the building are broken, rotting, or missing.
- 2) **Failure to comply with building and housing codes or other legal requirements** for the maintenance and operation of rental housing which affect the livability and/or rental value of the premises.
- 3) **Elimination or decreases in services or failure to provide adequate maintenance** without a corresponding reduction in rent.

It is important to note that minor maintenance deficiencies or deterioration which have no or insignificant impacts on the livability or rental value of a unit and which do not cause any health and safety risk do not provide a basis for a reduction in a tenant’s rent. Tenants are responsible for repair of all damage that results from their neglect or abuse, and for repair of damages caused by anyone for whom they are responsible, such as family, guests or pets.

Guide to Filing PETITION B

For Reductions in Maintenance and Services, Habitability Problems, and/or Failure to Provide Maintenance and Services Required by Law

If your landlord objects to the claims in your petition, and you elect to proceed to a hearing, a hearing will be scheduled and you will be notified. These hearings are less formal than in court, but they are conducted in a manner that is fair and impartial, and both parties must swear to tell the truth. After the hearing, the Hearing Examiner will determine, based on the testimony and evidence provided in the petition and at the hearing, whether and how much your rent should be reduced for these issues. The Hearing Examiner will also determine whether you are owed a rebate for the loss of use and enjoyment of the premises if it is found that specific problems were not corrected by your landlord within a reasonable time. The hearing decision will be issued to both parties and either party may appeal the decision within 15 days of receipt. It is important that you provide the Rent Program any update for your contact information, including your address, phone numbers and email address, so that you can be kept informed and sent notices of hearings, hearing decisions, etc.

It is up to you as the petitioner to provide evidence at the hearing of the existence of any problems you identify in your petition, including when each problem started, when your landlord knew or should have known about each problem cited, and when they were corrected or if they remain uncorrected at the time of hearing.

What are examples of habitability, maintenance, and service reductions that impact rental value?

The following are examples of habitability, maintenance, and service reduction issues for which tenants may file Petition B to secure a rent reduction and rebate after their landlord failed to make corrections within a reasonable timeframe. For each problem cited in Petition B, the tenant must provide a description of its impact on their use and enjoyment of their rental unit.

Examples of Problems Reported to Landlord	Examples of Impact on Use and Enjoyment of Rental Unit
Cockroach infestation	Unsafe and unhealthy for residents and guests; infects food; gets into beds and clothing; impacts asthma; impacts children
Mold and mildew on walls from water leakage	Unhealthy; family impacted by asthma (provided letter from doctor); requires constant cleaning; unsightly; moldy smell in unit and furniture and clothing
Peeling glazing in bath tub	Inability to use the bathtub to take a bath; uncomfortable to sit or stand on uneven and peeling surface; more difficult to clean; unsightly and unpleasant
Carpet is stained, worn and torn	Carpet has not been replaced for 10 years and can no longer be cleaned sufficiently; seams are broken and are a trip hazard; dirty carpet is unsanitary, unsightly and unpleasant, and smells bad
Broken patio door	Creates security problem; glass door has fallen three times, narrowly missing children; lets insects enter the unit; cold air and heat enter the unit

Guide to Filing PETITION B

For Reductions in Maintenance and Services, Habitability Problems, and/or Failure to Provide Maintenance and Services Required by Law

Broken refrigerator	Cannot store food properly; increase cost to buy more groceries and to eat out; water leakage must constantly be cleaned inside and on the floor where it is slippery and wet
Broken dishwasher	Impacts ability to cook and clean in a timely manner
Broken window lock	Creates security problem; window does not close properly so hot and cold air leaks into the unit
Toilet leaking	Unsanitary; must continue to mop and clean to avoid slipping
Broken heater – lack of heat	Cold in winter months especially; unhealthy for children; higher electrical costs because of the need to use a portable heater
Broken security gate	Intruders can enter the garage and parking area; increased risk of burglary and attack.
Loud noise from adjacent neighbors that has not stopped	Difficulty hearing television, phone conversations, sleeping; lack of sleep from noise impacts stress levels and ability to work
Examples of Service Reductions	Examples of Impact on Use and Enjoyment of Rental Unit
Access to an assigned parking space has been revoked	Without this space, tenant spends more time searching for a place to park, and walks long distances, even in the dark and cold, to go to and from home
Hours reduced for use of the swimming pool; it is no longer cleaned regularly	Inability to swim regularly impacts ability to exercise and therefore health; the water is less sanitary and safe
Exterior lighting was eliminated when landlord did not pay the PG & E bill	It is unsafe to enter or depart from the premises in the darkness; this impacts makes residents more vulnerable to crime and the ability to receive guests
A coin laundry is no longer available for tenants use	It now takes more time and money to take laundry to and from the rental unit to a laundry mat
Weekly gardening service has been discontinued	Grass is high and leaves and weeds are abundant, making the place unsightly and unclean and may attract vermin

In your petition you must specify the percentage you seek to have your rent reduced or rebated to reimburse you for each problem you cite. In deciding how much reduction or rebate to request, consider the impact of each problem you cite on your health and safety or use and enjoyment of your unit. The total reduction in rent awarded by a Hearing Examiner cannot exceed 100% of the rent.

What documentation should be submitted with Petition B for evidence of the problems cited?

It is important to write down or keep a journal or record of when each problem started and when you told your landlord about each problem. If the problem was corrected, it is important to document when it was corrected. This information will be used to show whether and when you informed your landlord of each problem, the time frame before each problem was corrected, if any have been corrected, and the impact on your use of the premises.

Guide to Filing PETITION B

For Reductions in Maintenance and Services, Habitability Problems, and/or Failure to Provide Maintenance and Services Required by Law

To get a serious problem fixed and make a record of the problem and ensure it is properly corrected, tenants should request a building inspection or a code enforcement inspection by contacting:

City of East Palo Alto Building Division:

1960 Tate Street, East Palo Alto, CA 94303 650-853- 3193

San Mateo County Environmental Health Division:

2000 Alameda de las Pulgas, Suite #100, San Mateo, CA 94403 650- 599-1112

The County's Environmental Health Services Division is responsible for enforcing State health laws and orders related to housing including interior and exterior maintenance, sanitation and occupancy standards. All multi-unit (4 or more) rental properties are subject to routine housing inspections by the County and tenants can request copies of any inspection reports that pertain to their rental or issues in the common areas that impact their use of the premises. Single family dwellings, duplexes and triplexes are inspected on a complaint basis only. Once an inspection is completed, the property owner is notified in writing of the results of the inspection. If violations are confirmed and documented, a timeframe for compliance will be given.

The City of East Palo Alto's Building Services Division is responsible for housing related code compliance issues. Residents can file code enforcement complaint forms at the City's Permit Center. After an investigation by a Building Inspector or Code Enforcement Officer, you will receive a copy of the findings of fact, recommendations applicable, and action taken by the City to secure corrections.

Other evidence to document problems: Tenants can also submit other evidence of reductions of maintenance and services, the existence of code violations or violations of the implied Warranty of Habitability. Examples of such records that a tenant may submit include:

- Photographs of the problems cited in your petition with dates the photos were taken to document that maintenance has not been performed, such as the water damage and mold in the unit from plumbing problems or a broken window, etc.
- A photograph of the cockroaches or rats captured in your rental unit
- Verbal testimony about the problem and when you notified your landlord about each problem.
- Written notices that you gave your landlord seeking corrections or repairs to be made
- Notices, work orders and invoices for repairs from your landlord
- Documentation about when an item was last repaired or replaced, or when maintenance was last performed and whether the problem was fixed or not
- A witness observation report that is signed by others under penalty of perjury to be true describing the extent and nature of the problem(s) in your rental unit that they have observed and when they observed it.

Guide to Filing PETITION B

For Reductions in Maintenance and Services, Habitability Problems, and/or Failure to Provide Maintenance and Services Required by Law

How to file Petition B:

To get copies of this petition form and more information:

- Go to the City's website at: www.ci.east-palo-alto.ca.us/rentprogram
- Call the Rent Stabilization Program at (650) 853-3114
- Email us with questions or tell us about a problem: rentprogram@cityofepa.org
- Go to the office between 8:30 a.m. – 5:00 p.m. at 2415 University Avenue, 2nd floor

Complete Petition B by answering each of the questions and provide information and documentation that is relevant to your complaint. Also, complete, sign and date the Tenant Petition Application form and submit both the Application and Petition B, with any other related petitions to:

City of East Palo Alto Rent Stabilization Program
2415 University Avenue, East Palo Alto, CA 94303
Email: rentprogram@cityofepa.org Fax: 650-853-3115

Free legal services are available to most tenants needing help filing petitions and presenting their case at hearings. For assistance contact:

**Community Legal Services in East Palo Alto
(650) 326-6440; or go to 1861 Bay Road, East Palo Alto**

City of East Palo Alto
Rent Stabilization Program
 2415 University Avenue, East Palo Alto, CA 94303
 Phone: 650-853-3114 Fax: 650-853-3115 Email: rentprogram@cityofepa.org
www.ci.east-palo-alto.ca.us/rentprogram

Office Use Only
Date Received: _____
By: _____

TENANT PETITION APPLICATION FORM — GENERAL INFORMATION

Attach Petitions for Rent Ceiling Violations to Secure an Individual Rent Adjustment and/or Rent Rebate; Maintenance and Service Reductions; Breach of Implied Warranty of Habitability; and Approval for Rent Withholding.

Provide the information requested below. You may attach additional sheets if necessary.

1. Rental Unit Address:

Address: _____ Apt. # _____ Zip code: _____

2. Tenant Information: Fill in the following information for **all** adult tenants in the rental unit who are petitioning for a rent adjustment, rebate or withholding.

Date of Initial Occupancy: _____

<u>Name(s)</u>	<u>Phone(s)</u>	<u>Email Address</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Each Tenant listed above must sign the certification on page 3 in order to be considered one of the parties filing this petition.

3. Person or organization authorized to represent you, if any:

Name: _____ Phone(s): _____

Address: _____ City: _____

State: _____ Zip: _____ Email: _____

4. Basis for petition: Check the reason(s) for filing your petition. Check only the boxes which apply. Complete the corresponding Petition(s) and provide supporting information as requested.

- Petition A — Rent Ceiling Violation** (to seek a rent reduction and/or rebate for rent overcharges above Maximum Allowable Rent)

- Petition B — Reductions in Maintenance, Service, and/or Habitability** (when there are decreases in Housing Services, including maintenance, that the landlord has failed to correct after given reasonable notice; failure to comply with rental agreement or with building and housing codes, California Warranty of Habitability, and other legal requirements for rental of housing)
- Petition C — Petition for Approval to Withhold Rent** (for Landlord's Failure to Register with the Rent Stabilization Program)
- Other** — Attach sheet(s) explaining your grounds for petitioning and relevant sections of the Rent Stabilization Ordinance and/or regulations.

5. I elect to pursue mediation (Optional):

- a. Both parties must agree to mediation; if not the matter will be referred to a Hearing Examiner. The mediation process is non-binding, meaning that parties are not required to reach an agreement. Should this matter be deemed unresolved by the Mediator, the matter shall be referred to a Hearing Examiner.
- b. Should this matter be resolved through mediation, the Mediator shall prepare a stipulation setting forth the terms of the agreement to be executed by the parties. This stipulation shall thereafter become an order of the Rent Stabilization Board. Each party executing such a stipulation will be deemed to have waived any right to a hearing or appeal on the issues in the petition that are addressed by the stipulation. Issues in the petition that are not addressed by the stipulation are not considered resolved, and either party may request a hearing on these unresolved issues.

6. Consolidation: If this petition is being submitted together with petitions from tenants in other units on the same property, please list apartment numbers of units petitioning together.

7. Certification: *I declare under penalty of perjury that the foregoing information in this petition, schedules and attachment is true and correct to the best of my knowledge and belief. This statement is executed under the laws of the State of California.*

Signature	Print Name	Date
-----------	------------	------

Signature	Print Name	Date
-----------	------------	------

Signature	Print Name	Date
-----------	------------	------

Signature	Print Name	Date
-----------	------------	------

Attach additional pages if there are more signing this petition at the same property, listing the tenant address and unit for each tenant signing the petition.

PETITION B—Reductions in Maintenance and Services, Habitability Problems, and/or Failure to Provide Maintenance and Services Required by Law

Rental unit address: _____

Date you moved into this rental unit: _____

1. I am seeking (check all that apply): A Rent Reduction A Rent Rebate
2. Check if you have any of the following habitability, maintenance and/or problems, or list other problems with your unit that your landlord failed to correct in a reasonable timeframe.
(Attach additional pages if needed)

HABITABILITY PROBLEMS: (Failure to comply with the “Warranty of Habitability” set forth in California Civil Code Sec. 1941.1.)

- Ineffective waterproofing to prevent wet or moldy walls
- Inadequate weather protection of roof and exterior walls or ceiling, including broken windows and doors.
- Defective plumbing, drains, sewage system or toilet facilities.
- Loss of or insufficient hot water or water supply.
- Defective or broken heater or gas facilities.
- Unsafe or inoperative electrical lighting, wiring or outlets and other equipment.
- Building, yard, garage, hallways, stairs, and common areas are not clean, sanitary, or free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin, such as cockroaches or rats.
- Inadequate trash receptacles in clean condition and good repair.
- Floors; stairways, or railings are broken, rotting, or missing.

MAINTENANCE-RELATED CONDITIONS:

- Broken locks or security devices on the windows or doors
- Holes in floors, walls or ceilings.
- Defective plumbing, drains, sewage system or toilet, sink, bathtub or shower.
- Carpets or other floor coverings with holes, cracks, gaps, shredded or disintegrated material.
- Deteriorated/broken cabinets or drawers.
- Deteriorated countertops.

PETITION B—Reductions in Maintenance and Services, Habitability Problems, and/or Failure to Provide Maintenance and Services Required by Law

- Window coverings with stains, holes, tears, or disintegrating fabric, or window coverings that have been removed.
- Defective or inoperative appliance in unit.
- Peeling, crumbling, stained, worn, scraped or cracked paint or peeling, torn, stained wall covering.
- Missing or cracked, broken tile.
- Bathtub or shower with glazing chipped or peeling.
- Broken fan or vent.
- Inoperative/missing exterior lights.

Other: _____

Other: _____

CODE VIOLATIONS:

- Failure to comply with code violations that materially affect tenants' health and safety, including Health and Safety Code Sec. 17920.3. (Attach copy of Notice to Correct from City Building Inspector or Code Enforcement Officer, or County Environmental Health Inspector.)

LOSS OF OR REDUCED HOUSING SERVICES:

- Parking.
- Broken or defective security gates, door or fencing.
- Defective or inoperative elevator.
- Broken or defective intercom.
- Storage.
- Laundry facilities.
- Swimming pool or recreational facilities.
- Play areas, yards, patios, balconies.
- Landscaping or yard-care services.
- Broken or missing mailbox.
- No on-site resident manager services for rental properties with 16 or more units.

PETITION B – Reductions in Maintenance and Services, Habitability Problems, and/or Failure to Provide Maintenance and Services Required by Law

7. To calculate the amount you believe your rent should be reduced and/or be rebated to you, complete the following table with the information requested for each maintenance, service, or habitability problem that you claim. For each problem, provide the date it began, or the first date you had knowledge of the problem. Then provide the date your landlord first knew of or was notified of the problem, or should have known about the problem. If a problem has already been corrected, provide the date the correction was made or completed. (Attach additional pages if necessary.) State the percent you think your rent should be reduced for each item given its impact on your use and enjoyment of your rented home and its rental value.

Unit Address: _____

List Each Problem	Date Problem First Noticed	Date Owner Informed (or Known) of Problem	Date Problem Corrected (if not corrected, leave blank)	Number of Months Problem Existed	Rent Paid During Period Each Problem Existed	Percent Reduction in Rent Requested
					\$	%
					\$	%
					\$	%
					\$	%
					\$	%
					\$	%
					\$	%
					\$	%

8. If you seek reimbursement for out-of-pocket expenses you incurred as a result of the above reductions in maintenance and service, enter the amount of reimbursement requested: \$ _____. (Submit documentation for each expense, and how it relates to the maintenance or service reduction reported.)