

SUMMARY OF THE PROCESS:

There is no single thing or combination of things that make a rental unlivable. The obvious exceptions are fires, collapse, no roof, no water, no power, no heat, etc. Everything else is a matter of judgment. Each situation is based on the facts at hand, but generally, there must be serious risks to health and safety of the tenants to be considered as making the unit uninhabitable. A small leak in the roof ordinarily would not qualify as making the premises uninhabitable, but if the small leak creates a situation in which the unit is overgrown with a toxic mold, that would be considered uninhabitable.

Examples

1. Mold. If there are excessive mold conditions, tenant is sick, and there's a mold test done.
2. Vermin. Rats, roaches, bed bugs, etc that make it so bad no one should go inside. This is if the tenant didn't cause the issues.
3. Lack of water, power, heat. If tenant didn't cause these conditions, the rental is uninhabitable.
4. Criminal activities that the LL isn't addressing that are under their control, such as another tenant selling drugs or there's violence.
5. Combined conditions make the rental unlivable such as walls coming down, leaks, holes in ceiling or walls, exposed or bad wiring, broken windows (not caused by tenant), plumbing not working, sewage backup, etc.
6. Harassment. LL harasses tenant physically, sexually, mentally. This is very hard to prove so good evidence is necessary.

California Civil Code requires that landlords must ensure that certain conditions exist before leasing a unit to a tenant including:

- Effective waterproofing of the roof and exterior walls
- Well-maintained plumbing and gas facilities that were up to code at the time of installation
- A water supply that produces both hot and cold water
- Appropriate heating facilities
- Well maintained lighting
- Building and grounds are kept sanitary and free from debris and pests
- Sufficient trash cans or dumpsters
- Well-maintained floors, stairways, and railings
- Appropriate locks which includes a dead bolt lock on each main entry door and window security for any window that can open

The landlord is required to make any repairs to ensure that these conditions exist unless the tenant fails to keep the unit clean, fails to dispose of garbage properly, improperly uses the utilities, allows guests to damage the property, or uses the property in a manner for which it was not designed (for example, using a residence as a commercial property or the like).

Landlord's Responsibility to Maintain

As everyone knows, houses and apartments suffer wear and tear, and eventually, parts of them quit working properly. Water heaters break down and roofs leak: It is a fact of life. Normally, if something breaks, you request that your landlord takes care of it, and it gets fixed. Ordinarily, your landlord has a grace period to take care of any repairs, which is usually 30 days from the time of the request. What are the options for a tenant if the landlord fails to take care of the problems in a reasonable time and the property becomes uninhabitable?

Constructive Eviction

When the conditions reach the point that the premises are no longer habitable and the landlord has not fixed the underlying issues, Section 1942 of the California Civil Code allows the tenant to abandon the property under the principle of constructive eviction. This merely means that the landlord has effectively evicted the tenant by not ensuring that the premises are habitable. This remedy is not something to be undertaken lightly, however, as the tenant will be held accountable to the lease if the situation does not warrant abandonment of the property.