

How Long Does a Landlord Have to Fix a Mold Problem?

After a tenant notifies their landlord that there is a mold problem, and that the condition is making the premises uninhabitable, the landlord must respond to the tenant and correct the problem within a reasonable time.

Under California Code, a reasonable time is deemed to be within 30 days from the day that they received notification from the tenant. If the landlord does not respond, then a tenant may take action against the landlord.

What Can I Do If My Landlord Does Not Remove the Mold in My Home?

As previously discussed, landlords have an obligation to maintain safe and habitable conditions for their tenants, and mold is considered to be a threat to those conditions. As mentioned above, if you report mold issues to your landlord, and they do not make efforts to remediate the mold, you may have the right to:

- Withhold paying rent until the mold has been properly repaired remediated by your landlord.
- Vacate the premises.
- Charge the landlord for potential cost to live in a motel or hotel room, or another unit, until you may safely return to your own home.
- Apply one month's worth of rent towards hiring a mold remediator in order to fix the mold and damp conditions that caused the mold growth.
- Report the mold to the appropriate health code officials.
- File a civil lawsuit against your landlord, for damages.

It is important to mitigate the damage caused by the mold. For example, if you discover the mold is caused by a leak, then do your best to stop the leak and report it to your landlord. If you found out that the mold is making you sick, then remove yourself from the environment until the mold problem is cleared.

However, if you are unable to leave for a valid reason or if you cannot stop the leak on your own, then you will most likely not be held liable. The duty to mitigate is only as reasonably required, so the tenant would not be expected to do anything that another reasonable person (in a similar situation) would not do.

Can I Sue My Landlord for Damages from the Mold in My Home?

In some situations, you may be able to sue your landlord in civil court for damages from the mold in your rental home. As previously mentioned, if there is mold that has not been remediated, your landlord may be held liable for your damages. They may also be held liable if they knew about leaks, flooded carpets, and ventilation and plumbing issues but fail to take action to prevent mold from developing.

As with other personal injury cases, you will need to prove duty, damage, and causation. Additionally, you will need to prove that you actually suffered damage as a result of the landlord's failure to maintain habitable conditions. Further, if the mold damages your personal possessions, causing you to suffer property damage, you may have a claim for those damages as well. In some cases, a tenant may have a mold related illness as a result of their landlord's violation of California's building code laws. Examples of mold related illnesses include:

- Asthma
- Coughing
- Weezing
- Various lung conditions
- Throat, eye, or skin irritation
- Upper respiratory issues

If your landlord is found liable for your mold related illnesses, you may be able to sue your landlord for your damages. These damages typically include the costs of medical expenses such as past or future medical bills related to the condition, as well as lost wages and other financial losses caused by the illness.

Do I Need an Attorney to Help Resolve My Mold Dispute with My California Landlord?

If there is mold in your rental home, you should immediately contact a skilled and knowledgeable California landlord tenant lawyer. They will be able to explain your rights and options, and help you file a lawsuit against your landlord in order to recover any available damages. Further, they will be able to advise as to when you are legally able to vacate the premises or withhold rent, due to the mold growth.

Tenant Self-Help Strategies in California

Courts in California have recognized two common legal self-help strategies that some tenants choose to pursue following a mold outbreak in their apartment or rental home. The first, known as rent withholding, is when tenants decide to stop paying rent, claiming the mold has made their apartment uninhabitable. (Note that regardless of what appears in a written lease with tenants, landlords in California are bound by the implied warranty of habitability, a legal doctrine that requires providing tenants with apartments in livable condition.) The second strategy, known as repair and deduct, involves tenants taking care of mold cleanup on their own and then subtracting the cost from their rent.

Mold Disclosure Requirements in California

California requires sellers of residential buildings with up to four units to disclose in writing any known hazardous conditions, including mold. (Cal. Civ. Code §§ 1102-1102.17 (2022).)

California law requires landlords to provide tenants with a written disclosure, prior to signing a rental agreement, when they know, or have reason to know, that mold exceeds permissible exposure limits or poses a health threat. (Cal. Health & Safety Code § 26147 (2022).)

Although the law allows for the adoption of permissible exposure limits, the state health department has determined that it's not feasible to do so. In fact, in a Statement on Building Dampness, Mold, and Health (issued September 2011), the department takes the position that the mere "presence of water damage, dampness, visible mold, or mold odor" in a building poses a health threat. Rather than try to measure mold levels or determine specific types of mold, the department strongly recommends taking prompt, diligent steps to remediate mold and address any underlying moisture issues that might be present in a building. Also, while federal law requires disclosures about lead paint, it doesn't impose a similar duty on landlords when it comes to mold. Aside from any affirmative disclosure requirement, however, if you decide to list a property for sale, you should be ready with responses to questions potential buyers might ask about plumbing, humidity, and ventilation issues in your building.