

TENANT RIGHTS & RESPONSIBILITIES

OCTOBER 22, 2025



INTRODUCTION

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PREAMBLE

- Property Provider: Term to identify those known as owners of real property, property managers, and landlords.
- Special Note Regarding Voucher Holders: This presentation does not include many of the additional rights afforded to those on the Section 8/Housing Program, but some will be addressed

PRIOR TO MOVE-IN

The initial leasing process, rights and responsibilities.



FAIR HOUSING

- **Civil Rights Act:** All Citizens have a right to rent real estate regardless of race or legal status
- **Federal Fair Housing Act:** Protects against all discriminatory actions by a property provider, such as making a decision based on race or color; national origin; religion; sex; familial status; veteran or military status (new for 2020) or; handicap.
- **California Unruh's Civil Rights Act:** prohibits discriminatory acts by a business establishment based on numerous status classifications.

QUALIFICATION PROCESS

- Property Providers should have a credit policy applied equally across all applicants
- Property providers cannot discriminate about source of income, including Tenant's receipt of federal, state or local housing subsidies like Section 8 (2020)
- Property providers cannot charge more than 1-months' rent as a security deposit for unfurnished unit
- Property providers cannot charge more than approximately \$45 per application
- Property providers cannot make portions of security deposit "non-refundable" such as a cleaning fee

TENANT RESPONSIBILITIES

- Honesty in application process, including advising the property provider of all occupants that will be residing in the unit.

TENANT RIGHT

- Property Provider is to provide you photos of the condition of the unit at the inception of the tenancy

DURING THE TENANCY

Rights and Responsibilities During the Tenancy



HABITABLE PREMISES

Every lease has the implied warranty of habitability. This means that your place must be fit for human habitation during the term of your lease.



RIGHT TO PRIVACY

A property provider may only enter your dwelling space during the term of the rental or lease agreement in limited situations (Civil Code 1954):

1. In an emergency;
2. To make repairs, alterations improvements, or supply services that are either necessary or previously approved by tenant;
3. To complete a pre-expiration inspection for deficiencies which would result in a deduction from the security deposit
4. To show the unit to prospective buyers, prospective tenants, lenders, repairment or contractors;
5. When the tenant has vacated the premises and their right to occupy has been terminated by surrender or abandonment; or
6. Under a court order allowing entry

TENANT RESPONSIBILITY

Tenant must allow the Property provider to proceed with any maintenance or services if given proper written notice to enter the unit. Maintenance includes routine and non-emergency repairs, decoration, improvements whether or not the resident agrees to them. (Civil Code 1954).



NEW LAW – GOVERNMENT INSPECTIONS

- Some jurisdictions are passing routine inspections of tenant occupied housing.
- Tenants have a Constitutional right to refuse the inspection (4th Amendment)

RIGHT TO RESIDE DURATION OF LEASE TERM

- The lease term is the contractual period entered into between property provider and tenant.
- City of Santa Barbara, County of Santa Barbara and City of Goleta require a minimum one-year lease be offered to tenant each year.
- This section assumes tenant is compliant with lease terms



MONTH-TO-MONTH TENANTS – NO FAULT TERMINATIONS

Property provider cannot terminate certain tenancies unless:

- The owner or close relative of the owner intends to occupy the unit.
- The property will be withdrawn from the rental market completely
- The property provider is complying with a local ordinance, court order, or other governmental entity that results in the need to vacate the property.
- Property Provider intends to substantially demolish or remodel the rental unit. Substantial remodel has a specific definition and not merely paint and carpet. Some local jurisdictions have stricter requirements, like City of SB requiring permits to be provided with the notice to tenant.

TENANT RIGHTS – NO FAULT TERMINATIONS

- Right to know why if it is a substantial remodel;
- Right to relocation benefits (different depending on jurisdiction);
- Right to return in City of Santa Barbara with a cap on rental increase

RENT RAISES

Property providers cannot raise rents more than 5% plus CPI per year if property is not exempt from the law

TENANCIES EXEMPT FROM LAW (GENERALLY)

- Units that can be individually sold, such as condos and single family homes (unless owned by a corporation or REIT and the tenant received notice that the unit is exempt);
- Tenancies that are under one year, two years if there was a change in composition, but one tenant remained constant;
- New Housing (15 years or newer) and ADUs;
- Duplex where one owner occupied one of the units as their primary resident at the inception of the lease and continues to do so;
- Mobile homes and university owned dormitories

TENANT RESPONSIBILITIES

The following general points speak to reasons a property provider could terminate a tenancy for cause

- Non-payment of rent
- Report maintenance issues (e.g. do not commit waste);
- Comply with the Lease Terms, such as not subletting or causing disturbances;
- Comply with laws

IN ANTICIPATION OF MOVING

Rights and Responsibilities Before Moving



PROPERTY PROVIDER NOTICES

- 3-day notices for cause, new laws require that the 3-days exclude weekends and court holidays;
- 30-day notices for certain tenancies
- 60-day early alerts prior to 60-day notices for certain tenancies
- 60-day notices for certain tenancies
- 90-day notice for certain tenancies

TENANT NOTICES

- If not on fixed-term lease, tenant should give 30-days written notice.
- **CAUTION:** review written agreement carefully, some leases require that notice be given at the renewal period of the term (e.g. the 1st of each month)
- **RESPONSIBILITY:** Tenant is still responsible for the rent during the last 30-day period

INITIAL INSPECTION

- Tenant has the right to an initial inspection to be conducted within the 14-day period **prior** to the scheduled move-out date.
- Property provider is responsible for advising tenant of this right by offering inspection

GIVING POSSESSION

- Property provider cannot enter premises without written notice until given explicit possession of the unit;
- A symbolic way to give possession is returning keys.

AFTER MOVING OUT

Security Deposits

TENANT'S RIGHTS

- Security deposit and/or accounting must be returned within 21-days of move out
 - Tenant cannot be charged for normal wear and tear
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- Tenant is entitled to receipts of deductions that include the service provider's name, phone number, and address if total deduction is over \$125.
 - Tenant is entitled to "before and after" photos for work they are being charged for out of their security deposit
 - Tenant's property left behind cannot be discarded without special notice to tenant and opportunity to recover



THE IMPACT OF COVID AND PAST DUE RENTS OWED

- A property provider may go to small claims court no matter how much rent is owed. If the rent due was during COVID, they had to have filled out a special declaration and cannot evict you for this past due rent;

Q&A

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