TENANTS TOGETHER
California's Statewide Organization for Renters' Rights
www.tenantstogether.org

Frequently Asked Questions (FAQs) about Natural Disasters

This flyer is for tenants who have been affected by fires and other natural disasters.

1. **I have been displaced by wildfires. Where do I start?**
The most important thing is your safety. Get to a safe place as soon as you can. Below are some resources including evacuation centers to help you recover.

- Bay Area Legal Aid Hotline
  - (707) 320-6348; open M + Th 9:30-3:00; Tu + W 9:30-1:00
- Legal Services of Northern CA
  - There is no statewide number. Look for the office closest to you at https://lsnc.net/how-contact-us.
- Evacuation Center List
  - http://www.fire.ca.gov/current_incidents
- The Red Cross
  - (855) 891-7325
  - May be able to help you come up with a plan for recovering
- The California Emergency Management Agency
  - www.calema.ca.gov or (916) 845-8510

2. **What does it mean if my building was red, yellow, or green tagged?**

- In the event of a natural disaster such as a fire, City Inspectors will perform an initial survey of properties throughout the City to assess the damage. *Separately, property owners can hire their own inspectors.*
- Each **tag** will be **unit specific** and will indicate
  - which part(s) of the unit should be avoided
  - whether there are any other restrictions on use of the unit
  - NOTE: these tags can also be applied to mobile homes if a complaint is submitted
- A green tag means that the building is structurally safe to enter AND
  - it has not been affected OR
  - it has slight damage
- A yellow tag means "cautionary."
  - For example, a yellow tag that reads "remain clear of exterior chimney area" means you can continue to access the unit but should not go near the fireplace for the time being.
- A red tag means the building structure
  - has been seriously damaged
  - It is not safe to enter.
- ***NOTE: Tag colors may vary depending on where you live***.
  - Some cities may only issue red tags and will not issue yellow or green tags.
- At a **later stage**, the City will conduct an **additional survey** of properties to determine what repairs need to be made and whether some red tags may be changed to yellow tags.

3. **Can I re-enter the building to get my belongings if my building was red tagged?**
It depends on the extent of damage done to the building.

- ***Please do not enter the building without first speaking to the appropriate officer.***
    - Contact your local Building Department or City Inspector to find out when you may reenter the building.

4. **Do I need to pay rent if my unit has been tagged?**
It depends on the extent of the damage and what you decide to do about it. Here are some options for different scenarios:

- *The building is red tagged and the unit was destroyed:*
    - If the unit is destroyed, your lease will be terminated.
        - Once the lease terminates, **your landlord CANNOT collect rent and you do not have the right to live there.**
- *The building is red tagged BUT the unit was not destroyed:*
    - If the unit is currently unsafe to enter but has not been destroyed, your lease is NOT terminated.
        - **Your landlord CANNOT collect rent from you while you are unable to use the unit.**
    - In the event of an earthquake, your landlord is not obligated to provide you with alternative housing.
        - However, if they happen to offer alternative housing and you accept, you would be entering into a new agreement with your landlord and your landlord may ask you to pay rent, even if you cannot live in the original apartment.
            - We recommend you put **any new agreements into writing** to have documentation of the rent price and any rules in the alternative housing. This helps protect you as a tenant!
- *The apartment is partially damaged, but I would like to continue living there:*
    - If the apartment is partially damaged AND the City Inspector declares the unit to be safe for habitation, **you have the right to continue living in the unit** according to the terms of your lease.
        - You will need to pay rent to your landlord, **BUT the price of rent should be pro-rated based on the property value**.
        - To find out your property value, reach out to an organization supporting tenants in your county, either through legal aid or through tenants' rights. Search for organizations in your county at https://bit.ly/ttresourcedirectory.
        - We recommend you discuss the pro-rated amount with your landlord and put all **agreements into writing**.

5. **My landlord plans to make repairs to my apartment. Can they enter my home without permission or notice?**

- Prior to entering, the landlord must give you **24-hour written notice**, which shall include the date, approximate time, and purpose of entry *(Cal. Civ. Code § 1954)*.
- **Under certain circumstances**, such as in case of emergency or where you have abandoned the apartment, the **landlord may enter your apartment without providing notice**.
    - For example, if your building was red tagged, your landlord does not need to provide notice because the unsafe nature of the building is considered an emergency. However, they need to provide notice if the building has been yellow tagged and you continue to live in the unit.

6. My landlord issued a notice of a rent increase because of repairs he needs to make. What are my rights?

- If a building is red or yellow tagged and the landlord is notified, or the landlord has otherwise been ordered to make repairs, the landlord must make the repairs or provide good cause for delay within **35 days**.
    - **If they fail to act within 35 days, they cannot raise the rent.**
        - The code enforcement would assign additional fines for not making changes.
        - If the landlord tries to raise the rent to offset the fines, that would be considered as retaliation.
- If you have a **fixed term lease** (i.e., one year lease), a landlord cannot increase your rent during the lease term simply because an earthquake has occurred.
- If you have a **month-to-month lease**, your landlord must give you at least 30 days' advance notice if the rent increase is 10 percent or less, and 60 days' advance notice if the rent increase is greater than 10 percent *(Cal. Civ. Code § 827(b))*.
- A landlord may not demand or collect rent, raise your rent, or evict you for failure to pay rent when a unit has been deemed unsafe and the landlord fails to take appropriate action (Cal. Civ. Code 1942.4).
- In general, rent increases that follow your request for repairs may be retaliatory and therefore prohibited *(Civil Code Section 1942.2)*.

7. Can the landlord take money for repairs out of my security deposit?

- No, the landlord cannot apply your security deposit towards repairs for earthquake damage.
    - The landlord may only use security deposit funds for deficiencies in rent payments, repairs of damages to the premises, excluding ordinary wear and tear, tenancy caused by the tenant, and to return the unit to the same level of cleanliness it was in at the start of the tenancy (section 1950.5 of the California Civil Code).

8. I can continue to live safely in my home, but my landlord refuses to make necessary repairs. What do I do?

- All tenants have the right to live in a **dwelling that is suited for occupation regardless of whether there has been a national disaster**. Landlords are obligated to provide gas, heat, electric, plumbing, hot and cold water, water and sewer garbage facilities, and to maintain general cleanliness, safety, waterproofing, and weather protection of the premises *(Cal Civil Code Section 1941)*.
- The landlord must **make repairs within a "reasonable" time**.
    - What constitutes a "reasonable" time will depend on the circumstances, as well as on the nature of the repair.
    - For example, a burst water pipe or broken toilet should be repaired more quickly than other minor repairs.
- The time it takes for a landlord to make repairs depends on...
    - Whether they have earthquake insurance
    - Whether they can obtain a loan
    - Whether they are entitled to federal or local funding for repairs.
        - However, availability of funds does not change the landlord's obligations to make repairs.
- If your landlord either completely refuses to make repairs or fails to make repairs within a reasonable amount of time, you can...
    - **File a complaint** with Code Enforcement
    - **Make repairs and sue for reimbursement**, usually in small claims court
    - **Make repairs and deduct expenses from your rent**

        - This requires specific documentation. We recommend you seek legal aid at https://bit.ly/ttresourcedirectory in the case that you receive an eviction notice!
    - **Make repairs and withhold a portion of your rent** until the repairs are made.
        - This also requires specific procedures and is the riskiest option, so we suggest that **before withholding**, you **contact legal aid** at https://bit.ly/ttresourcedirectory.

9. My landlord says that my lease is terminated because my unit was red tagged. What are my rights?

- *A red tag does not mean that the lease is automatically terminated.*
- Lease termination **depends on the extent of damage** to the building.
    - For instance, if the unit was completely destroyed then the lease is terminated, and you do not have to pay rent. This is because the subject of the agreement between you and your landlord, the apartment, no longer exists so he or she is no longer able to rent it to you. (Cal. Civ. Code §1933).
    - However, if the unit was damaged but not destroyed then your lease is not terminated because the landlord will be able to rent the unit to you once it has been repaired. (*Erlach v. Sierra Asset Servicing, LLC*, 226 Cal. App. 4th 1281 (2014).

10. I have been displaced by an earthquake. Do I have a right to relocation assistance?

- Although the California Health & Safety Code states that landlords are normally responsible for providing relocation assistance when a building is red tagged, **landlords are exempt from providing this assistance in the event of a natural disaster because it is beyond their control** (Health & Safety Code § 17975.4).
    - This means that your landlord is not required to provide you with relocation assistance because of an earthquake.
- If you have **tenants' insurance**, you may be able to recover some of your damage. However, **many insurance plans exclude natural disasters from policy coverage**. Please contact your tenants' insurance provider directly or look at your policy to determine whether you can recover the damage.

11. If I am not entitled to relocation assistance, what other resources are available to me?

- Bay Area Legal Aid Hotline: **(707) 320-6348**; open M + Th 9:30-3:00; Tu + W 9:30-1:00
- The Red Cross; contact **(855) 891-7325**
- The California Emergency Management Agency; www.calema.ca.gov or **(916) 845-8510**.

12. Is my landlord liable for any personal injuries or property damage that occurred?

- Landlords are generally only liable for harm that they "caused."
    - **Damage from earthquakes and other natural disasters are typically deemed not to be "caused" by landlords.**
- However, in **some instances, courts have held landlords liable for failing to properly maintain buildings**.
    - *If you or your property has been injured or damaged, search for a "Legal Services Agency" in your county at bit.ly/ttresourcedirectory to consult with an attorney about the specifics of your situation.*