

# Pasadena Tenants Union Repairs

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pasadenatenantsunion.com



## Who do I contact in Pasadena if my rental unit is not up to code and is uninhabitable?

The City of Pasadena  
PLANNING & COMMUNITY DEVELOPMENT CONTACTS  
Code Compliance  
Housing (626) 744-7144

### SUBMIT A REQUEST

<http://ww5.cityofpasadena.net/citizen-service-center/submit-a-request/>

<b>Landlord's Responsibility</b>	<ul style="list-style-type: none"> <li>● Landlord must make the unit fit to live in, or habitable and repair problems that make the rental unit unfit to live in, or uninhabitable</li> <li>● Generally, the landlord also must do maintenance work which is necessary to keep the rental unit liveable</li> </ul> <p><b>Units should have the following:</b></p> <ul style="list-style-type: none"> <li>● A working toilet, wash basin, and bathtub or shower. The toilet and bathtub or shower must be in a room which is ventilated and allows privacy.</li> <li>● A kitchen with a sink that cannot be made of an absorbent material</li> <li>● Natural lighting in every room through windows or skylights. Windows in each room must be able to open at least halfway for ventilation, unless a fan provides mechanical ventilation.</li> <li>● Safe fire or emergency exits leading to a street or hallway. Stairs, hallways, and exits must be kept litter-free. Storage areas, garages, and basements must be kept free of combustible materials.</li> <li>● Operable deadbolt locks on the main entry doors of rental units, and operable locking or security devices on windows.</li> <li>● Working smoke detectors in all units of multi-unit buildings, such as duplexes and apartment complexes. Apartment complexes also must have smoke detectors in common stairwells.</li> <li>● A locking mailbox for each unit. The mailbox must be consistent with the United States Postal Service standards for apartment housing mailboxes.</li> <li>● Ground fault circuit interrupters for swimming pools and anti suction protections for wading pools in apartment complexes and other residential settings (but not single family residences).</li> </ul>
<b>Tenant's Responsibility</b>	<ul style="list-style-type: none"> <li>● Tenants are required by law to take reasonable care of their rental units, as well as common areas such as hallways and outside areas. Tenants must act to keep those areas clean and undamaged</li> <li>● Tenants also are responsible for repair of all damage that results from their neglect or abuse, and for repair of damage caused by anyone for whom they are responsible, such as family, guests, or pets</li> <li>● Keep the premises "as clean and sanitary as the condition of the premises permits."</li> <li>● Use and operate gas, electrical, and plumbing fixtures properly. (Examples of improper use include overloading electrical outlets; flushing large, foreign objects down the toilet; and allowing any gas, electrical, or plumbing fixture to become filthy.)</li> <li>● Dispose of trash and garbage in a clean and sanitary manner.</li> <li>● Not destroy, damage, deface the premises, or allow anyone else to do so</li> <li>● Not remove any part of the structure, dwelling unit, facilities, equipment, or appurtenances, or allow anyone else to do so.</li> </ul>

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<b>Conditions that Make a Rental Unit Legally Uninhabitable Unlivable</b>	<ul style="list-style-type: none"><li>● Lead hazard that endangers the occupants or the public</li><li>● Structural hazard, inadequate sanitation, or a nuisance endangers the health, life, safety, property, or welfare of the occupants or the public</li><li>● Mold conditions in the rental unit that affect the livability of the unit or the health and safety of tenants</li><li>● The rental unit that affect the livability of the unit or the health and safety of tenants.</li><li>● A dwelling substantially <b>lacks</b> any of the following:<ul style="list-style-type: none"><li>○ Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors</li><li>○ Plumbing facilities in good working order, including hot and cold running water, connected to a sewage disposal system</li><li>○ Gas facilities in good working order</li><li>○ Heating facilities in good working order</li><li>○ An electric system, including lighting, wiring, and equipment, in good working order</li><li>○ Clean and sanitary buildings, grounds, and appurtenances (for example, a garden or a detached garage), free from debris, filth, rubbish, garbage, rodents, and vermin</li><li>○ Adequate trash receptacles in good repair</li><li>○ Floors, stairways, and railings in good repair</li></ul></li></ul>
<b>How to request repairs?</b>	<p><b>Notify the landlord of damage or defects by both a telephone call and a letter.</b> The tenant should specifically describe the damage or defects and the required repairs in both the phone call and the letter (certified mail). The tenant should date the letter and keep a copy to show that notice was given and what it said. If the tenant gives notice to the landlord by text, email or fax, the tenant should follow up with a letter.</p>
<b>Repair and Deduct</b>	<p>The “repair and deduct” remedy allows a tenant to deduct money from the rent, if those repairs would not cost more than one month’s rent, to pay for repair of defects in the rental unit. This remedy covers substandard conditions that affect the tenant’s health and safety, and that substantially breached the implied warranty of habitability.</p> <p><b>It’s a good idea for the tenant to talk to a lawyer, legal aid organization, or tenants’ association before proceeding.</b></p> <p>The tenant should keep all receipts for the repairs and to give the landlord a written notice that explains why the tenant hasn’t paid the full amount of the rent. The tenant should keep a copy of this notice. The tenant should keep a copy of the written notice and any inspection reports and photographs or videos.</p>
<b>“Rent Withholding” Remedy</b>	<p>By law, a <b>tenant is allowed to withhold (stop paying)</b> some or all of the rent if the landlord does not fix serious defects that violate the implied warranty of habitability. In order for the tenant to withhold rent, the defects or repairs that are needed must be more serious than would justify use of the repair and deduct and will need evidence of the defects that require repair.</p> <p><b>Before the tenant withholds rent, it is a good idea to check with a legal aid organization, lawyer, housing clinic, or tenant program to help determine if rent withholding is the appropriate remedy</b></p> <p>The tenant must inform the landlord either orally or in writing of the repairs that are needed. If the tenant withholds rent, the tenant should put the withheld rent money into a special bank account (<b>called an escrow account</b>). The tenant should notify the landlord in writing that the withheld rent money has been deposited in the escrow account.</p>