



LALAWLIBRARY

# LA Law Library Locations

## **Main Library:**

(Corner of 1st & Hill)  
301 W. First Street  
Los Angeles, CA 90012  
(213) 785-2529

Mon, Wed, Thu, Fri: 8:30–6:00pm  
Tue: 8:30–8:00 pm  
Sat: 9:00–5:00 pm



## **Courthouse Branch Locations:**

Long Beach, Torrance

## **Courthouse eBranch Locations:**

Long Beach, Norwalk, Pomona, Torrance,

## **Public Library Partnerships:**

Compton, Lancaster, Pasadena, Van Nuys, West Covina



# Remote Locations

- **Courthouse Branch Locations:**  
Long Beach, Norwalk, Pomona and Torrance
- **Public Library Partnerships:**  
Compton Library, Lancaster Regional Library,  
Norwalk Public Library, Pasadena Public Library,  
Los Angeles Public Library Van Nuys Branch,  
West Covina Public Library

Visit [www.lalawlibrary.org](http://www.lalawlibrary.org) for more information



# www.lalawlibrary.org

The screenshot shows the homepage of the LALAWLIBRARY website. At the top left is the logo, which consists of three vertical bars in blue, red, and yellow, with the text "LALAWLIBRARY" below it. To the right of the logo is a "LOG IN" button and a dropdown menu labeled "How Do I...". Below these is a search bar with the placeholder text "Search this website" and a magnifying glass icon. A dark navigation bar contains the following links: HOME, SELF HELP, SERVICES & RENTALS, LEGAL RESEARCH, CLASSES & EVENTS, ABOUT US, CONTACT US, and SEARCH. Below the navigation bar, there are three main sections: "REPRESENTING YOURSELF", "STUDENT RESOURCES", and "LEGAL PROFESSIONALS". The "REPRESENTING YOURSELF" section is highlighted in red and contains a vertical list of links: "About the LA Law Library", "Check out Classes", "Frequently Asked Questions", "Find Court Forms", "Find Your Court", "Get Legal Help", and "Speak with a Librarian". To the right of this list is a large image of three people (two men and one woman) sitting at a table, looking at documents. Below the image is a red banner with the text "CHECK OUT CLASSES" and "A VARIETY OF CLASSES AIMED EDUCATING FOR THE PUBLIC, PARALEGAL AND LEGAL COMMUNITY", along with a "READ MORE" button. Below the main content area, there are three columns: "SEARCH OUR CATALOG" with a search box and a "QUICK SEARCH" button; "BRIEFS" with a small image of a bookshelf and text describing the collection of California appellate briefs; and "NEWS / EVENTS" with a list of recent events, including "MCLE Cram Day - 6 Participatory Credits in One Day" and "MCLE Cram Day - Video, 'Hot Topics in Legal Ethics'".

# Overview

- The LA Law Library was established in 1891
  - The current building was opened in 1953
  - Largest print collection in a public law library west of the Mississippi River
- 
- Seven floors
  - 35 miles of shelving
  - 1,000,000 equivalent volumes including print and digital



# Print Collection

- Primary and secondary legal materials for all 50 states, federal and multi-state Foreign and International materials
- Extensive historical collection including early California and state colonial materials
- California and Ninth Circuit Appellate and Supreme Court briefs



LALAWLIBRARY

# Electronic Databases

- California State Briefs
- CEB OnLAW
- Foreign Law Guide
- HeinOnline
- IndexMaster
- Index to Foreign Legal Periodicals
- LA Law Library Catalog
- LLMC Digital
- Legal Information Reference Center
- Legal Trac
- Lexis
- SmartRules
- U.S. Supreme Court Records and Briefs, 1832-1978
- Westlaw
- WestlawNext
- Wolters Kluwer – Law and Business
- Xspouse



# What We Do

- Suggest research avenues and sources for research, identify and locate citations
- Explain how to use legal materials
- Explain the law-making process
- Assist in finding forms
- Aid in the use of electronic resources including Westlaw and Lexis (online databases that contain cases, codes, and statutes for all 50 states and secondary materials), CEB OnLAW and HeinOnline
- Teach public classes



# Library Services

- Reference Service
  - in library, by phone, email, mail and live chat through 24/7 Reference Cooperative
- Document Delivery Service
- Members Program
- Computer Services
- Circulation
  - Borrower registration program
  - Reserve books and more...
- Facility Rentals
  - Training Center
  - Conference Rooms
  - Office Space
  - Private Events (up to 500 ppl)
- Instruction
  - Public training classes
  - MCLE courses
  - Tours



# Where You Begin: Landlord-Tenant Law & Resources

May 4, 2018, 12:00 – 1:30 p.m.

Instructor: Ryan Metheny

Managing Librarian, Legal Education



# Agenda for Today's Class

1. Landlord-Tenant Law: Overview
2. Library & Online Information Resources
3. Resources for In-Person Assistance
4. Resource Exploration (time permitting!)



# Landlord-Tenant Law: What We Will Cover Today

1. Overview (basic concepts)
2. Application and Acceptance/Rejection
3. Rental Agreements (Leases)
4. Sharing and Subleasing
5. Rent
6. Right to Privacy
7. Habitability and Repairs
8. Security Deposits and Moving Out
9. Evictions (briefly)



# Landlord-Tenant Law: Overview

- What is a ***tenancy***?
  - A **possessory interest** in property
  - Granted by the landlord to the tenant
  - Usually, under the terms of a **lease** or **rental agreement**
    - This is a **contract** between landlord and tenant, with **duties** each side must perform
  - Tenancy begins upon **transfer of possession**



# Landlord-Tenant Law: Overview

- Tenancies come with rights and responsibilities:
  - Landlords in California may not resort to “self-help” evictions: must file lawsuit
    - This requires **notice** and an **opportunity to be heard** in court be given to tenant
  - Laws require landlords to maintain **minimum standards** for residential units
  - Tenants must **pay rent, cannot damage** premises, and must abide by any other terms of lease



# Landlord-Tenant Law: Overview

- You don't need a lease to be a tenant
  - When landlord **consents** to you occupying the premises = tenancy (Civil Code §§ 1943-1945)
    - Still have to pay **reasonable rent**
- Landlord can consent to a tenancy by:
  - Accepting rent
  - Being told about occupancy and not objecting
  - Other situations where consent implied or expressed



# Landlord-Tenant Law: Overview

- Relationships that are not a tenancy:
  - **Licensor-licensee**: Licensee allowed onto premises for specific purpose (theme park, concert, etc.)
  - **Proprietor-lodger**: Contractual right to occupy part of premises under control of owner (hotel guest)
    - However, long-term lodgers can have tenant-like rights under rent control laws



# Application and Acceptance/Rejection

- Applying for a residential tenancy:
  - **Screening fees**, e.g., credit checks, etc., are limited to about \$30 (Civil Code § 1950.6)
    - Itemized receipt required
    - Copy of credit report given to tenant if requested
  - Sometimes, a **holding deposit** (fee to “hold” unit pending your application). Law unclear as to:
    - What amount permissible, and
    - How much of deposit landlord must return.
    - So, be sure to get in writing how much landlord will return if you don’t end up renting.



# Application and Acceptance/Rejection

- **Security deposits** for residential tenants capped at **2X rent** for unfurnished units (Civil Code §1950.5(c))
  - More on security deposits later



# Application and Acceptance/Rejection

- Landlords **may not discriminate** based on:
  - **Race, religion, ancestry, sex, marital status, disability, source of income, sexual orientation, medical condition, victim of domestic violence, or immigration status**
- Many state, federal, and local laws prohibit discrimination in housing (see Civil Rights class for more details)
- Major ones include: **Unruh Act**, state **Fair Employment and Housing Act (FEHA)**, federal **Fair Housing Act (FHA)**, local ordinances may prohibit discrimination based on **Section 8 eligibility**



# Application and Acceptance/Rejection

- Landlords may use other **selection criteria** that measure your ability to pay rent and be a good tenant
  - **Credit, income, background check**
- However, criteria that have “**disparate impact**” on basis of race, sex, etc., **may not** be used
  - Example: Refusal to honor income of unmarried live-in partner (discriminates on basis of marital status)
  - Strict minimum income requirements can have “disparate impact,” too



# Application and Acceptance/Rejection

- Landlords also must make **reasonable accommodations** for tenants with disabilities (federal FHA)
  - Disabled tenant with service animal, for example, must usually be given exception to a “no pets” policy
  - Tenant must give **notice** that accommodation is needed
  - Requested accommodation must be “**reasonable**”
- Landlords also must allow **reasonable physical modifications** to units at expense of disabled tenant



# Rental Agreements

- Once application is approved, usual next step is forming the **rental agreement** (or lease)
- Both sides must agree to all the terms. It is a **contract** between two parties
- But, residential tenant may not have much **bargaining power** to change terms
- Laws limit what landlord can include in the terms of the lease



# Rental Agreements

- A **rental agreement not required**, but can be a good idea
  - Makes expectations clear for both sides
    - When is rent due?
    - Who pays which utilities?
    - Does tenant get parking on-site?
  - Agreement can be verbal
  - Written agreement required for lease exceeding one year



# Rental Agreements

- Typical provisions in a rental agreement:
  - Length of tenancy/lease (one year is typical)
  - Rent amount
  - Deposit and fees
  - Utilities (who pays which)
  - Condition of unit
    - Review carefully and make sure you agree!
  - When/how landlord may enter (more on this later)
  - Occupancy limits
  - Restrictions on use of property (“house rules”)
  - Assignments & subletting (more on this later)
  - Disclosures (mold, lead, periodic pest control)



# Rental Agreements

- Rental agreement provisions to look out for:
  - Landlord **not liable for damages from faulty maintenance** (*illegal* - CC § 1953)
  - Provision saying **tenant responsible for repairs** (*usually illegal* - CC § 1942.1)
  - Any **waiver** of: **self-help repair** rights, **rent control** laws, or **notice** before eviction, right to **jury trial**, or right to **appeal** – *illegal*
  - **Attorney's fees** to landlord if landlord must sue
    - This can actually be okay because tenant also gets attorney's fees if tenant sues successfully - CC § 1717(a), regardless of what agreement says



# Rental Agreements

- More rental agreement provisions to look out for:
  - **Late charges** (*illegal if* they exceed reasonable costs to landlord of receiving rent late - CC § 1671(d))
  - **Restrictions on overnight guests** based on age, gender, race, etc. (*illegal* – Unruh Civil Rights Act)
  - Requiring **advance approval /notice of overnight guests**
  - Requiring **notice on specific day of month** (*illegal* - CC § 1946.1)
  - Requiring **cash/money order rent** (*illegal* - CC § 1947.3)



# Rental Agreements

- Tips on negotiating lease:
  - You have more **bargaining power** the more landlord needs you
    - In current market...may not be much
  - Make sure any lease **modifications in writing** (either in rental agreement itself or in separate document signed by both parties)
  - **Carefully check premises** and use checklist to write down any damages before you move in
  - **Know your manager**
    - If having problems, copy landlord on communications to manager



# Rental Agreements

**After expiration of a lease/rental agreement**, terms of lease continue only if landlord consents (e.g., by accepting rent) (CC § 1945)

- But **rent control laws** can require landlord to keep tenant on past expiration unless just cause for eviction
  - This can include **roommates** of a tenant with a written agreement (*Getz v. City of West Hollywood* (1991) 233 Cal.App.3d 625, 629-630)



# Sharing & Subleasing

## Signing a lease with a roommate?

- Each of you is **responsible to landlord for full amount** of rent and any damage caused
  - You can sue roommate to get back any amount you pay for him, though
- You should have a **written agreement with roommate** laying out:
  - Who pays how much rent, utilities
  - What to do if someone wants to move
  - Saying other roommate must consent to any overnight guests
  - See sample in Nolo *Tenants' Rights* book



# Sharing & Subleasing

## New person moving in?

- Roommate agreement with new person?
- Agreement with landlord may require you to get his/her consent first
- New roommate **will not have legal rights of a tenant unless landlord consents**
  - Have roommate sign a new lease with landlord if landlord is willing, or
  - Notify landlord in writing of new occupant and/or have roommate send rent directly to landlord. Accepting rent = consent. See *Parkmerced v. San Francisco* (1989) 215 Cal.App. 3d 490.



# Sharing & Subleasing

What type of agreement should current tenant have with new roommate?

- **Sublease?**
  - Tenant becomes landlord to subtenant
  - Subtenant generally does not have legal relationship with landlord
  - Subtenant's rights extend only so far as tenant's rights (can't have one-year lease if tenant has month-to-month tenancy, for example)
  - But, lease often requires landlord consent to subtenant
  - Ask a reference librarian for sample subtenancy forms
- Or, just get **landlord consent** to tenancy and sign roommate agreement?



# Sharing & Subleasing

Dealing with harassment, domestic violence, and abuse:

- You can seek restraining orders against someone you live with or who visits you. See <http://www.courts.ca.gov/selfhelp-abuse.htm>
- If you get a restraining order you can:
  - Demand landlord change locks, or change locks yourself (CC § 1941.5, 1941.6)
- Landlord cannot discriminate against you because you were victim of abuse



# Rent

- **After** term of lease ends, **landlord may increase rent**
- Increase of less than 10% requires 30 days notice, more than 10% 60 days notice (CC § 827(b))
- But may be subject to local **rent control**, which caps amount of increases



# Rent

- **Rent control** ordinances vary across state
- City of Los Angeles rent control:
  - Generally applies to buildings built before Oct. 1978
  - Annual rent increases set each year (**3-8%**)
  - Limits evictions to “**just cause**”
  - Municipal Code ch. XV, § § 151.00-155.09
- See Nolo *California Tenants' Rights* pp. 303-304



# Rent

- **Late fees:**

- Must be “reasonably related” to amount of money it cost landlord to deal with lateness (CC § 1671(d))
- Provisions in rental agreement providing for unreasonable fees unenforceable (*Orozco v. Casimiro* (2004) 212 Cal.App.4th Supp. 7)
- What’s reasonable? \$5? \$100?



# Right to Privacy

- Tenant's right to privacy: CC § 1954
  - Landlord may enter to deal with **emergency**, or with your **permission**
  - With written notice, landlord may enter to:
    - Make needed repairs (24 hours)
    - Show the property (24 hours)
    - Do final inspection (48 hours)



# Right to Privacy

- Entries requiring notice limited to “**normal business hours**”
- Must specify **exact date**
- Privacy rights **cannot be waived in lease** (CC § 1953(a)(1))
- Rules for entry by landlord more complicated when showing to potential purchaser (CC § 1954(d)(1))



# Habitability and Repairs

Tenant has right to “**habitable**” unit. This right **cannot be waived** in lease or otherwise. (CC §§ 1941.1, 1941.3.)

**Habitable units must have following in good repair:** windows, doors, roof; plumbing; water supply; heating; electrical lighting; clean, maintained grounds; garbage receptacles; deadbolts on some doors, windows; no lead paint hazards; other technical requirements (building and fire codes)



# Habitability and Repairs

Tenant also has duty not to “contribute substantially” to any repair problem that might arise (CC § 1941.2).

- You have to keep things clean, use appliances and fixtures properly, etc.
- You’re responsible for things you break carelessly.
- But, landlord responsible for “normal wear and tear”



# Habitability and Repairs

What if repairs need to be made?

- If landlord responsible for it, ask landlord in writing to make repair
- Keep notes on conversations
- See sample request letters in *Nolo California Tenant's Rights*
- Be nice



# Habitability and Repairs

What if landlord won't make repairs?

- **Report** violations to housing inspectors
- You can **withhold rent** (more on this)
- You can **repair and deduct** (more)
- If premises totally unlivable, you can move out and lease deemed over (CC § 1933(4))
- **Sue** landlord for damages
- If in a rent control area, make **reduction in services petition** to have rent lowered



# Habitability and Repairs

Withholding rent:

- **Set aside** money you would pay in rent
- Give **written notice** you intend to withhold rent until problem fixed. Refer to case *Green v. Superior Court* (1974) 10 Cal.3d 616.
- Collect **evidence** of repair problem
- Repeat request, give **deadline**

You will still have to pay for “reasonable value of unfit premises” after matter resolved.

(Source: Nolo *California Tenant's Rights*, pp. 90-93.)



# Habitability and Repairs

Repair and deduct. Tenant can make repair yourself and deduct it from the rent (CC § § 1942, 1942.5), **but hard to do correctly:**

- Give written notice of problem
- Give landlord reasonable amount of time to make repair
- Collect evidence
- Gather pricing information for repair
- Keep receipts, invoices, etc., and attach to partial rent payment

(Source: Nolo *California Tenant's Rights*, pp. 90-93.)

**Better to fix and sue in small claims court?**



# Habitability and Repairs

What about minor repairs?

- **Remedies above only apply to major “habitability” issues** (see CC §§ 1941.1, 1941.3)
- For other issues, you have fewer options:
  - Ask nicely and convincingly, in writing
  - **If landlord promised** a certain condition to you (in lease, in advertising, or verbally), you can sue
  - If it’s a **code violation**, you can report it



# Security Deposits and Moving Out

- For month-to-month lease, tenant needs to give 30 days notice (CC § 1946.1)
- Break a lease?
  - Tenant can be liable for remaining rent
  - But, landlord has **duty to mitigate**
  - In current market, replacement tenant can be found easily, so landlord may not suffer much if any damages



# Security Deposits and Moving Out

Security deposits can be used by landlord for (CC § 1950.5(e)):

- Back rent
- Damage to unit (but not normal wear and tear)
- Clean premises, if necessary
- Any missing personal property of landlord, if lease allows



# Security Deposits and Moving Out

Tenant should **document condition** of unit upon moving out.

Security deposits must be returned, with itemized statement of deductions, within **three weeks** (CC § 1950.5(g)(1)).

Small claims often used to resolve disputes over deposit.



# Evictions: A Brief Introduction

In California, **landlords must file a lawsuit** to evict tenants. No “self-help.”

Eviction lawsuits are **complicated** – even lawyers who specialize in doing them make mistakes sometimes!

This will be a brief intro to give some basic knowledge and a place to start.



# Evictions: A Brief Introduction

Parts to an eviction (“unlawful detainer”) lawsuit:

1. “Termination of tenancy” with notice
2. Service of summons and complaint
3. Setting Aside a Default Judgment
4. Motion to quash
5. Demurrer
6. Answer to complaint
7. Discovery
8. Settlement
9. Trial
10. Judgment and eviction



# Evictions: A Brief Introduction

**Termination of tenancy** can happen many ways:

- Notice at **end of fixed-term lease** (not actually required)
- **Three-Day Notice to Pay Rent or Quit** (CCP § 1161)
- **Three-Day Notice to Perform Covenant or Quit** (CCP § 1161)
- **Unconditional Three-Day Notice to Quit** (CCP § 1161)
- **30-Day Notice to Terminate Month-to-Month Tenancy** (if residing there less than one year) (CC § 1946)
- **60-Day Notice to Terminate Month-to-Month Tenancy** (if there more than one year) (CC § 1946)
- **90-Day Notice to Terminate Month-to-Month Tenancy** for public housing, Section 8, etc. (CC § 1954.535)
- **120-Day Ellis Act notice** (unit to be taken off rental market)



# Evictions: A Brief Introduction

## Summons and complaint:

- **Summons** requires tenant to respond to lawsuit; **complaint** contains allegations in support of eviction
- Must be served on tenant by:
  - **Personal service** (CCP §§ 414.10, 415.10)
  - **“Substituted” service** (CCP § 415.20(b))
  - With court’s permission, **“nail and mail”** (CCP § 415.45)
- Tenant must file written response to summons with **5 calendar days** of service



# Evictions: A Brief Introduction

## Setting Aside a Default Judgment

- **If tenant does not respond in time**, landlord will ask for a **default judgment**
- If tenant has a reasonable excuse, court will usually set aside default and allow tenant to respond to lawsuit
- Setting aside a default is **complicated**, and must be done **quickly** before eviction complete.
- See *California Eviction Defense Manual*, §§ 12.8-12.28.



# Evictions: A Brief Introduction

## Motion to Quash:

- Tenant can file this motion **if landlord did not properly serve summons** (CCP §§ 418.10, 1167.4)
- If granted, landlord must start process all over
- Preparing, filing, and serving a motion is **complicated**. See:
  - *California Tenants' Rights*, pp. 221-229
  - *California Eviction Defense Manual*, ch. 11



# Evictions: A Brief Introduction

## Demurrer:

- When complaint has **legal defects**, tenant can “demur.”
- For example, if complaint filed **before notice expired**, or if **three-day notice did not give proper chance to cure**.
- If sustained, landlord usually has to start over.
- See:
  - *California Tenants’ Rights*, pp. 230-238
  - *California Eviction Defense Manual*, ch. 13



# Evictions: A Brief Introduction

Answer:

- This is tenant's formal **response to allegations in landlord's complaint**.
- If you have **defense(s)**, this is where you allege them. (Habitability, retaliatory eviction, rent control violation, etc.)
- Simple form to file and mail. See:
  - *Nolo California Tenants' Rights*, pp. 238-247
  - *California Eviction Defense Manual*, ch. 14



# Evictions: A Brief Introduction

## Discovery:

- If either party wants to know what **information or documents** other party has ***before trial***, they can ask for it
- This is done through:
  - Requests for Inspection
  - “Interrogatories” (written questions)
  - Requests to Admit
  - Depositions (oral questions)
- See:
  - *Nolo California Tenants’ Rights*, pp. 251-255
  - *California Eviction Defense Manual*, ch. 23



# Evictions: A Brief Introduction

## Settlement:

- Landlord sometimes willing to negotiate a settlement to save on costs and time of completing eviction
  - **“Pay and stay”**
  - **Time to move** and/or forgiveness of back rent
  - **Probation**-like agreement
- Put any settlement in writing
  - Include confidentiality
  - Waiver of legal fees, sometimes relocation fees
  - Resolve what happens to deposit
- See Nolo *California Tenants’ Rights*, pp. 255-258 and *Eviction Defense Manual*, ch. 9



# Evictions: A Brief Introduction

## Trial:

- Each side presents the **evidence in support of their allegations** in complaint/answer.
- Most tenants demand a jury trial (rather than “bench” trial) – but must do so early, and is expensive unless fee waiver filed
- (1) opening statements, (2) testimony and evidence, (3) closing arguments
- See:
  - *Nolo California Tenants’ Rights*, pp. 247-251
  - *California Eviction Defense Manual*, ch. 25



# Evictions: A Brief Introduction

Judgment and eviction:

- After judgment for landlord, **writ of possession** is issued to sheriff to evict, plus **money judgment** for back rent, etc.
- Can stop or delay eviction sometimes:
  - “**Relief from forfeiture**” (CCP §§ 1179, 1174(c)) – hardship, but can pay
  - “**Stay of eviction**” (CCP § 1176) – need temporary relief, but can pay



# Evictions: A Brief Introduction

Judgment and eviction (cont.):

- If **habitability defense** of tenant successful, tenant has **only 5 days to pay reduced back rent** otherwise eviction proceeds
- See:
  - *Nolo California Tenants' Rights*, pp. 260-262
  - *California Eviction Defense Manual*, §§ 27.3-27.6D, 27.27-27.32

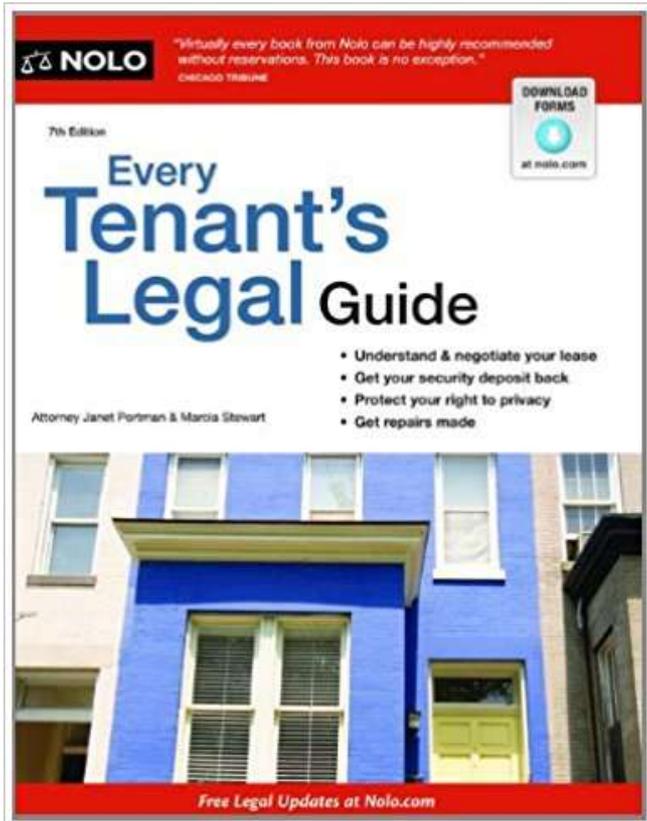


# Law Library & Online Resources

- This class is just a place to start and get the basics
- For more detailed information, check out the following resources



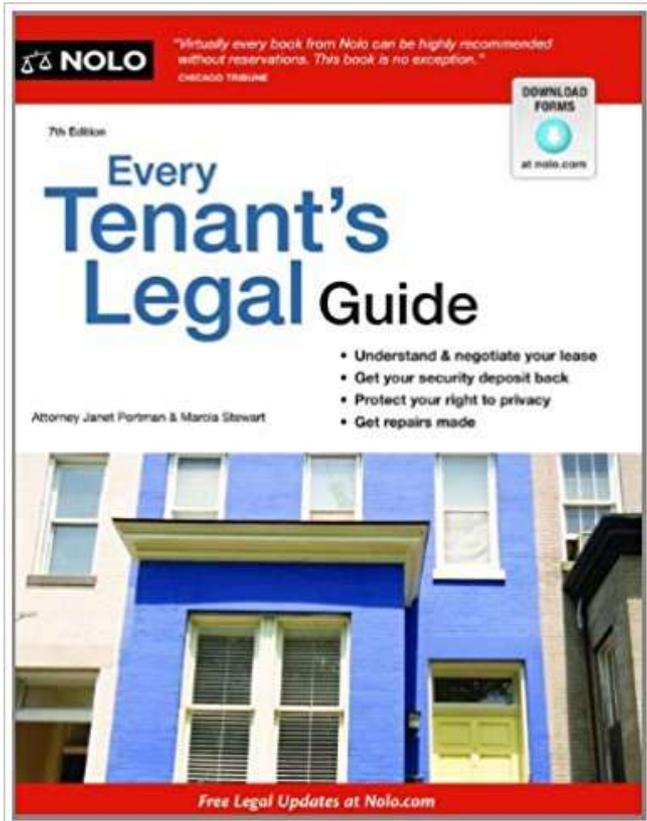
# Law Library & Online Resources



- Nolo self-help books
  - Easy to understand summaries of your legal rights & responsibilities
  - Fillable forms with instructions
  - Explanation of the eviction process from landlord and tenant points of view



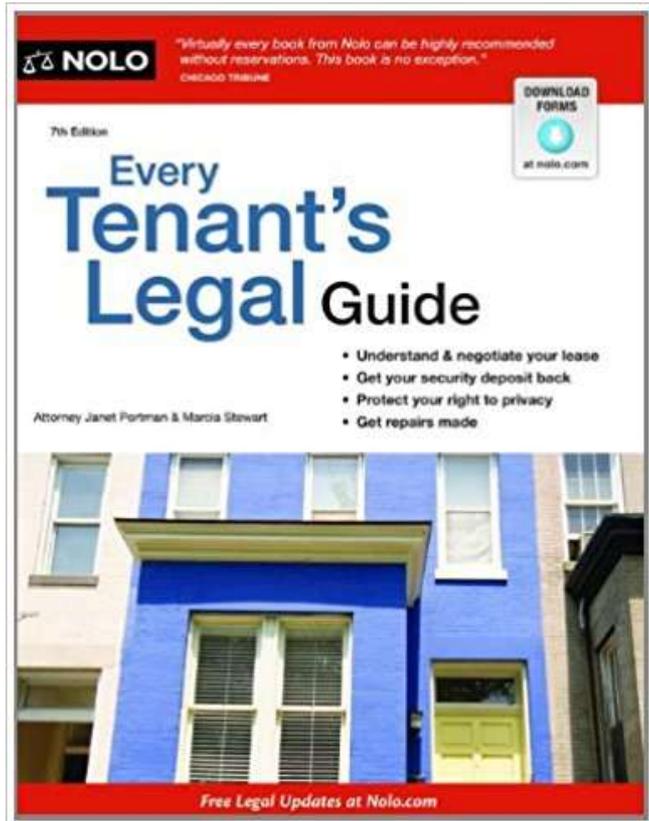
# Law Library & Online Resources



- Nolo titles include:
  - *First-Time Landlord*
  - *Renters' Rights*
  - *California Landlord's Law Book: Evictions*
  - *Lease & Rental Agreements*
  - ***California Tenants' Rights***



# Law Library & Online Resources



- Nolo books available:
  - At LA Law Library in print
  - Online at [www.lalawlibrary.org](http://www.lalawlibrary.org) – go to Research Databases, select “click here” next to “EBSCO” (Nolo publisher), and input your two-letter state (“ca”) and county (“la”)
  - For purchase online at Amazon, elsewhere
  - Some at L.A. Public Library – [www.lapl.org](http://www.lapl.org) – and other public libraries



# Law Library & Online Resources

California Courts Self-Help Website:

- <http://www.courts.ca.gov/selfhelp-housing.htm>
- Overview of **eviction process** with links to required forms with directions
- Information on **security deposits**: what may be deducted, etc.
- **Section 8** information



# Law Library & Online Resources

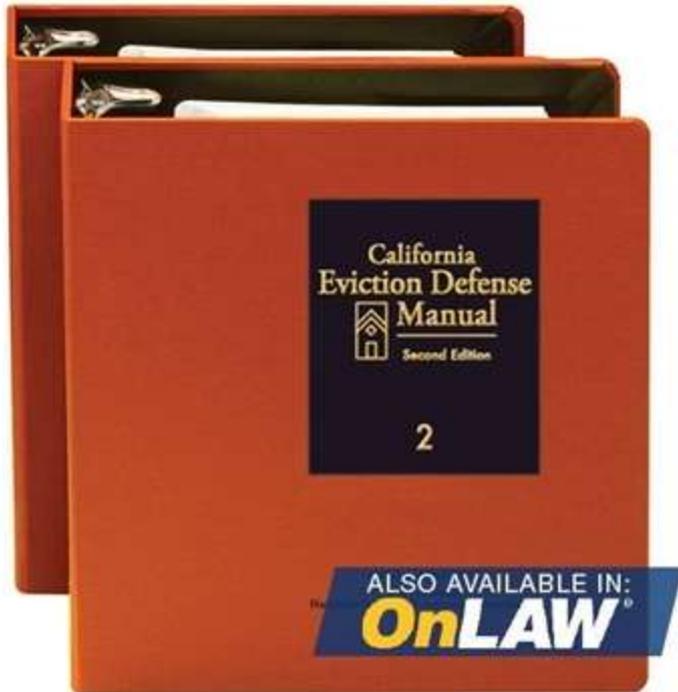


The screenshot shows the Sacramento Law Library website. At the top, there is a navigation menu with links for LAW 101, SELF-HELP, FORMS, SERVICES, MCLE CLASSES, and VIDEOS. The main header features a green background with the text "LAW 101 LANDLORD-TENANT" and a breadcrumb trail: "Home > Law 101 > Landlord-Tenant". Below the header is a sidebar with a "Categories" menu listing: Community Resources, Forms, Research Guides, Common Questions, Pamphlets, and Videos. The main content area contains two paragraphs of text. The first paragraph describes landlord-tenant law, mentioning rental of residential and commercial properties, rights of owner and renter, evictions, unlawful detainers, and habitability issues. The second paragraph discusses lawsuits related to security deposits and small claims court. At the bottom, there is a "COMMUNITY RESOURCES" section with two links: "Unlawful Detainer Actions" and "Department of Fair Employment and Housing".

- Sacramento Law Library's Law 101
  - <https://sacclaw.org/law-101/landlord-tenant-topic/>
  - **Forms** with detailed instructions
  - Answers to **common questions**
  - Instructional **videos**
  - Some info only relevant to Sacramento County



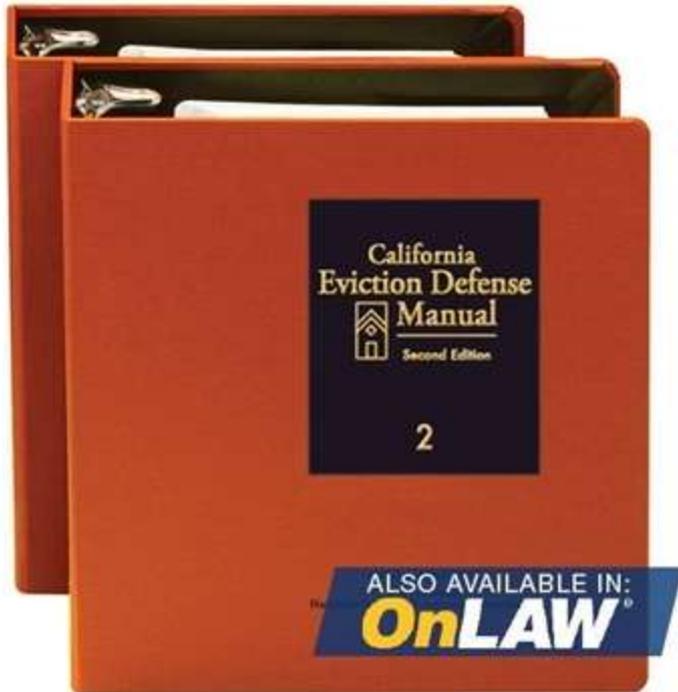
# Law Library & Online Resources



- Practice guides!
  - Most **complete source** for how to handle given type of lawsuit
  - Cite relevant law (**cases, statutes**) to support your arguments
  - Written for attorneys, so can be hard to understand at first



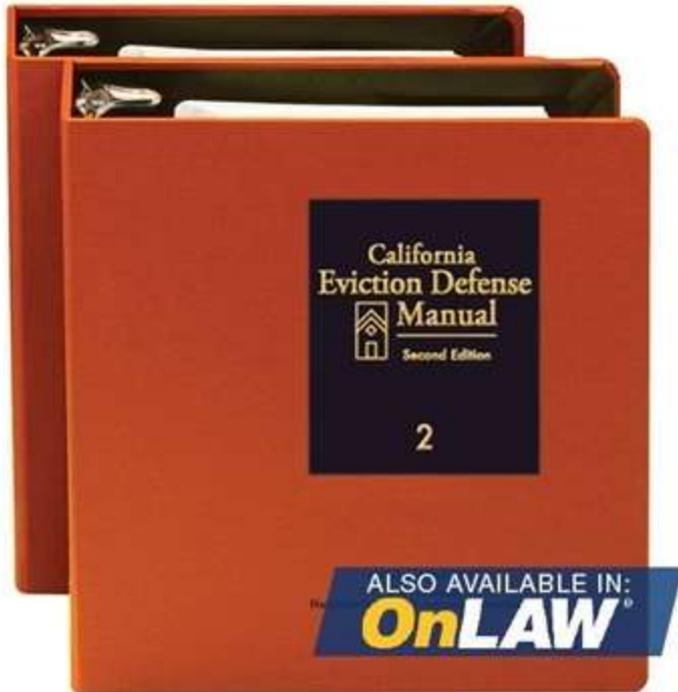
# Law Library & Online Resources



- Practice guides, cont.
  - Contain **tips & pointers**
  - Detailed **forms & templates**
  - Detailed **index and tables of contents** allow you to find info quickly



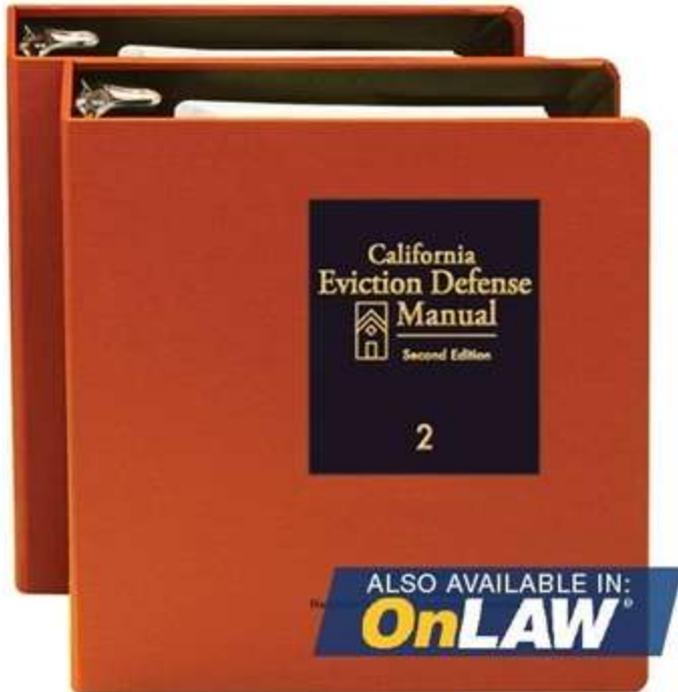
# Law Library & Online Resources



- Practice guides, cont.
  - Valuable resource, attorneys pay lots for them
  - Only available from publisher (\$) or at law library (FREE!)



# Law Library & Online Resources



- Landlord-Tenant guides:
  - CEB *California Eviction Defense Manual*
  - Rutter *Landlord-Tenant*
  - CEB *Landlord-Tenant*
  - Many more



# Resources for In-Person Assistance

## Shriver Eviction Assistance Center:

- Stanley Mosk Courthouse  
111 North Hill St., Rm 115
- Free legal help with eviction cases
- Prefer to help from beginning of case
- Representation limited to low income
- Operated by partnership of four federally-funded legal aid organizations



# Resources for In-Person Assistance

## Neighborhood Legal Services:

- Will provide advice and/or representation in landlord-tenant, depending on situation
- For eviction issues, go to Shriver Center (led by NLS)
- Will assist with **discrimination** and other non-eviction housing issues
- **Limited by income** (federal funding limitations)
- Multiple locations: <http://www.nlsa.org/contact-us/>



# Resources for In-Person Assistance

## Inner City Law Center:

- Will provide advice and/or representation in landlord-tenant, depending on situation
- For eviction issues, start at Shriver Center (ICLC helps run)
- Will assist with **slum housing**, **rent control** and other non-eviction housing issues
- **Limited by income** (federal funding limitations)
- <http://www.innercitylaw.org/housing/>, (213) 891-2880



# Resources for In-Person Assistance

## Legal Aid Foundation of Los Angeles (LAFLA) and Public Counsel:

- Will provide advice and/or representation in landlord-tenant, depending on situation
- **Limited by income** (federal funding limitations)
- Don't have resources to help all who need help
- For eviction matters, start at Shriver Center (LAFLA and Public Counsel help run)
- Multiple locations:  
<https://lafla.org/help/services/housing-and-eviction/>,  
[http://www.publiccounsel.org/contact\\_us?id=0001](http://www.publiccounsel.org/contact_us?id=0001)



# Resources for In-Person Assistance

## Housing Rights Center:

- Nonprofit devoted to fighting discrimination in housing
  - Landlord-tenant counseling
  - Discrimination investigations
  - Listings for affordable housing
- [www.housingrightscenter.org](http://www.housingrightscenter.org), (800) 477-5977



# Resources for In-Person Assistance

Bet Tzedek:

- Offer free legal assistance in many areas (including landlord-tenant)
- Privately funded (not as many limitations as federally funded)
- <https://www.bettzedek.org/>, (323) 939-0506



# Resources for In-Person Assistance

## Legal clinics:

- In-person consultations with a landlord-tenant attorney:
  - **“Talk to a Lawyer Online!”** Wednesdays at LA Law Library – LAFLA attorneys, call 213-785-2516 for appointment
  - **Lawyers in the Library**, every third Friday 1:00-4:00 at LA Law Library
  - **Coalition for Economic Survival** Wed. 7:00 p.m. and Saturday 10:00 a.m. at Plummer Park, 7377 Santa Monica Blvd.
  - **Karsh Center** legal clinics:  
<http://karshcenter.org/programs-and-services/#services>, 3750 West 6th Street



# Resources for In-Person Assistance

Some other options:

- Eviction Defense Network: <http://edn.la/>
  - Nonprofit provides affordable representation
- Lawyer referral services:  
<http://www.calbar.ca.gov/Public/Need-Legal-Help/Lawyer-Referral-Service/Los-Angeles-Area>
  - Find a private attorney in your area. Some will assist clients of modest means at lower rate.



# Resources for In-Person Assistance

## LA Law Library Reference Desk:

- Will refer you to appropriate forms, instructions, and other resources to help
- Law library provides access to wide range of informational resources, forms, and much more you **cannot find for free online** or anywhere else
- Librarians also teach classes like this one



LALAWLIBRARY



# Research Exercises!

1. May a landlord forbid a tenant from smoking?
2. When is an eviction was “retaliatory”?
3. Is a landlord required to give any special notices when renovating the common area in a building?
4. In an eviction, if someone living in a unit is not named in the summons and not served, what document does the person file to claim they have a right to stay?





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