

Some New California Laws Providing Added Protections to Tenants

Laws That Will Go Into Effect on January 1, 2025 That Provide Tenant More Rights and Protections:

More Time to Respond to An Eviction Notice

This new state law extending the time tenants have to respond to an Unlawful Detainer eviction summons from 5 to 10 business days is a significant development in tenant rights and housing fairness. It provides tenants with more time to prepare a response, seek legal advice, and potentially contest an eviction in court.

Here are some key aspects of the law:

1. More Time for Tenants to Respond

- **Extended Deadline:** The law doubles the amount of time tenants have to respond to an eviction summons.
- **More Fairness:** By giving tenants 10 business days instead of 5, the law ensures that individuals who are facing eviction have a fairer opportunity to make their case, increasing their chances of resolving the issue before it reaches the courts.

2. Empowering Renters

- **Increased Opportunity for Legal Recourse:** The extra time allows

tenants to connect with legal aid services or housing advocates, to assist in navigating legal processes on their own due to financial constraints, language barriers, or lack of knowledge about their rights.

- **Preventing Default Judgments:** With more time to respond, tenants are less likely to miss the deadline, which could otherwise result in a default judgment in favor of the landlord. A default judgment would mean that the eviction could proceed without the tenant having a chance to contest it.

3. What Tenants Should Know

- Tenants should understand that responding to an Unlawful Detainer summons is not just a formality; it is their right and a crucial part of defending themselves against eviction. Not responding could result in losing the opportunity to present their case in court, which might lead to eviction.
- **Seek Legal Help:** Tenants who are served with an Unlawful Detainer summons should seek legal advice as soon as possible. Legal aid organizations and tenant advocacy groups can help tenants understand their options, including the possibility of negotiating with the landlord, paying overdue rent, or demonstrating that the eviction is unjust.

Key Changes to California Security Deposit Laws

The newly enacted security deposit law represents a crucial step toward protecting tenants and providing clearer, fairer guidelines regarding how landlords can use security deposits. The law addresses common tenant grievances, especially in cases where deductions from security deposits are made, and provides more transparency in the move-out process.

Here's a breakdown of key changes to the law:

1. Limits on Security Deposit Claims

- Landlords can no longer charge tenants for vague or excessive deductions. They are now limited to only claiming deductions for materials, supplies, or repairs that are necessary to return the rental unit to the condition it was in at the start of the tenancy. This specifically excludes "ordinary wear and tear," which is a natural part of living in a rental property and cannot be charged to the tenant.
- A landlord can no longer mandate tenants to pay for professional cleaning unless it's necessary to restore the unit to its original condition. For example, if a tenant leaves the unit in the same condition it was in when they moved in (except for reasonable wear), the landlord cannot charge them for cleaning fees. This aims to prevent landlords from routinely making professional cleaning charges a blanket deduction.

2. Inspection Requests

- Tenants now have the right to request to be present during the move-out inspection conducted by the landlord or property manager. This change provides for tenants to see firsthand the condition of the unit and allows them to address any concerns before the landlord makes deductions from the security deposit.

- Itemized Statement Requirement: After the inspection, the landlord is required to send the tenant an itemized statement that details any deductions from the security deposit.

3. Inspection Photos

- If the landlord intends to charge a tenant for repairs or cleaning, they must provide photos of the property both before the tenant moved in and after they move out. This photographic evidence is crucial for verifying the necessity of repairs or cleaning, helping to prevent disagreements or unfair claims.
- If a landlord fails to provide the required photos or an itemized statement, they lose the right to make any claims against the tenant's security deposit. This requires landlords to properly document the condition of the property and ensures tenants are not unfairly charged for things outside their responsibility.

Additional Considerations:

- Tenants are not required to be present for the move-out inspection, but they must be given notice of their right to request an initial inspection, which should occur no earlier than 2 weeks before the lease ends. If tenants choose to waive their right to attend the inspection, landlords do not have to conduct one, but they must still inform the tenant of their right to do so.
- The law requires landlords to provide clear, written notices to tenants about their rights, including the option to request an inspection. These written notices must be given in a timely manner, ensuring tenants have the opportunity to make informed decisions about the move-out process.

Tenant Good Credit Reporting

This new law improves access to credit for renters by requiring landlords of buildings with 15 or more units to report positive rental payments to credit bureaus. It ensures timely rent payments are reflected in tenants' credit histories, helping boost their credit scores.

Here are a few key implications of the law:

1. Many renters have limited credit history or rely on nontraditional forms of credit, making it harder for them to qualify for loans, credit cards, or mortgages. By incorporating rent payments into credit reports, tenants who consistently pay rent on time can improve their credit scores over time.
2. This change benefits renters who may not have traditional credit-building methods like credit cards or loans. Renters, particularly those in lower-income brackets or communities of color, often face systemic barriers to building credit.

Prohibition for Fees on Rent or Security Deposits Paid by Checks

This law is designed to protect tenants from certain financial burdens associated with renting.

Here are the main points:

1. Landlords and their agents are not allowed to charge tenants any fee for paying rent or a security deposit via check.
2. Landlords and their agents cannot charge tenants fees for serving, posting, or delivering any notices related to the tenancy.

Domestic Violence Tenant Protection

This law aims to enhance the safety and security of tenants who have been victims of abuse or violence.

Here are the key provisions:

1. Landlords must change the locks within 24 hours upon receiving notice that a tenant or a member of their household has experienced abuse or violence. This responsibility falls on the landlord, ensuring that tenants can feel safer.
2. If the landlord fails to change the locks, the tenant has the right to change the locks themselves and must inform the landlord within 24 hours. The landlord is must reimburse the tenant for the lock change cost within 21 days.
3. The tenant is obliged to provide the landlord with a key to the new locks for maintenance and emergencies.

Tenant Screening

This law aims to ensure transparency and fairness in the rental application process.

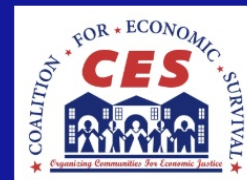
Key provisions include:

1. Landlords can charge a fee to potential tenants for processing their rental applications. However, this fee can only be collected if the landlord is following specific procedures.
2. Landlords or their agents must accept applications in the order they are received and must approve the first applicant who meets their established screening criteria. This prevents discrimination and encourages fair treatment of all applicants.
3. Landlords are required to provide their screening criteria in writing to applicants at the time they request the application. This allows potential tenants to understand what qualifications are necessary for approval.

This law is designed to protect tenants from unfair practices and ensure they are informed about their standing in the application process.



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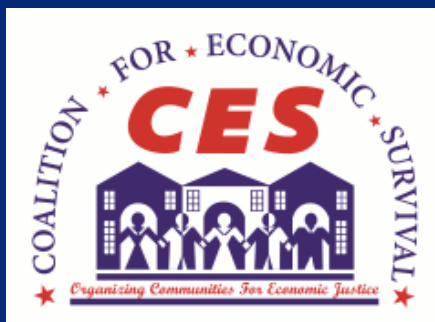
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Coalition for Economic Survival

Telephone: (213) 252-4411

Fax: (213) 252-4422

contactces@earthlink.net

www.cesinaction.org

Mailing Address:

Coalition for Economic Survival
14320 Ventura Bl #537, Sherman Oaks, CA
91423

Coalition for Economic Survival | Mailing Address: 14320 Ventura Bl - PMB 537 | Sherman Oaks, CA 91423 US

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