

Housing Rights FAQ for Section 8 Tenants

HOUSING RIGHTS CENTER &
HOUSING AUTHORITY OF
THE CITY OF LOS ANGELES



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Fair Housing & COVID-19 Tenant Defenses


HOUSING RIGHTS
WORKSHOP



Agenda

 **Introductions**

 **Fair Housing**

 **COVID-19 Protections**

 **Section 8**

Housing Rights Center

- Founded in 1968, when Congress passed the Fair Housing Act
- Nation's largest non-profit civil rights organization dedicated to fair housing
- Serve Los Angeles County and Ventura County
- Free services in many languages available!



HRC Services

Housing Rights Hotline: 1 (800) 477-5977
TTY: 1 (213) 201-0867
info@housingrightscenter.org
www.housingrightscenter.org/help

Investigate Discrimination

Litigation

Outreach & Education

Project Place

Fair Housing

Protected Classes

Fair Housing Act (FHA)

Race

Sex

**Familial
Status**

Color

Religion

**National
Origin**

Disability

Protected Classes

California Fair Employment & Housing Act (FEHA)

**Marital
Status**

**Source of
Income**

**Genetic
Information**

Age

**Medical
Condition**

Ancestry

**Gender
Identity/
Expression**

**Sexual
Orientation**

**Military/Veteran
Status**

Additional Protections

Other California Laws

- Domestic violence and violent crime

Civil Code 1946.7

- Immigration / citizenship status

Civil Code 1161.4

- Primary language

Civil Code 1632

- Arbitrary reasons

Unruh Civil Rights Act (Civil Code 51)

- Change locks with little notice
- Break lease with lower penalties

- Negotiate in: Spanish, Chinese, Tagalog, Vietnamese, or Korean
- Bring an interpreter or request a translated lease (no cost)

- Hate Crimes

Ralph Civil Rights Act (Civil Code 51.7)

Prohibited Practices

- Refusal to sell or rent housing
- Refusal to negotiate for the sale or rental of housing
- Saying that housing is unavailable when it is available
- Different terms or rules "Children can't play outside" "Christmas decorations only"
- Discrimination based on association
- Threats, intimidation, harassment, retaliation
- Steering "No children on the 2nd floor" "This isn't the best neighborhood for you"
- Discriminatory statements or advertising
"No Section 8" "Young professionals"
"Adults only / No children" "Healthy, active community"
- Refusal to grant a reasonable accommodation or modification
- Otherwise make housing unavailable

Sexual Harassment

"Quid Pro Quo"

- When a housing provider asks a tenant to engage in sexual conduct in exchange for access to / maintenance of housing or housing-related services.
- Examples:
 - A landlord tells an applicant he won't rent her an apartment unless she has sex with him.
 - A property manager evicts a tenant after he refuses to perform sexual acts.
 - A maintenance worker refuses to make repairs unless a tenant gives him nude photos of themselves.

Sexual Harassment

"Hostile Environment"

- Severe or pervasive unwelcome sexual conduct in a way that interferes with their access to housing
 - (e.g. sale, rental, availability, or terms, conditions, or privileges of housing or housing-related services, including financing)
- Examples include:
 - A landlord subjects a tenant to unwelcome touching, kissing, or groping.
 - A property manager makes unwelcome, lewd comments about a tenant's body.
 - A maintenance worker sends a tenant unwelcome, sexually suggestive texts or enters their apartment without invitation or permission.

Source of Income

(FEHA, SB 329)



- Tenant's lawful source of income cannot be the basis for differential treatment
 - E.g. Advertisements, rejected application, tougher application, different rental rate
- Rental assistance, subsidy, financial aid, etc.
 - E.g. Section 8, Rapid Re-Housing, homelessness prevention, security deposit assistance
 - Whether paid to tenant or landlord
- Tenant's lawful source of income must be considered "income" and count toward income thresholds

Disability

"Handicap" in the Fair Housing Act



DEFINITION

A physical or mental impairment which substantially limits any major life activities:

- Seeing
- Hearing
- Walking
- Breathing
- Performing manual tasks
- Caring for oneself
- Learning
- Speaking



EXAMPLES

- Orthopedic
- Visual, speech, hearing impairments
- Cerebral palsy
- Autism
- Cancer
- Heart disease
- HIV or related conditions
- Mental/emotional illness (e.g. bipolar disorder; acute anxiety)
- Drug Addiction / Alcoholism
- COVID-19

Reasonable Accommodations & Modifications

- Tenants with disabilities have the right to **equal use and enjoyment** of their housing as tenants without disabilities.
- To achieve this, tenants can request changes / exceptions related to their disability.



Reasonable Accommodations & Modifications

Necessary + Reasonable

- Enhances a tenant's ability to enjoy a dwelling
- Enables a tenant to satisfy an essential element of tenancy

- Does not create an undue burden
- Does not fundamentally alter the business

If disability is not *readily apparent*, a landlord can request verification that the request is necessary. Verification can be provided by any independent, reliable third party.

If a landlord cannot reasonably fulfill the request, they must engage in a good-faith dialogue to find an alternative.

Reasonable Accommodations & Modifications

Accommodations

- Change to service/policy
- Landlord bears costs
- Examples:
 - Change rent due date
 - Service/support animal
 - Parking space
 - Transfer units
 - Live-in caregiver
 - End lease early
 - Extend time to vacate

Modifications

- Change to unit/building
- Tenants bears costs*
 - *to meet their need, not landlord preferences
- Examples:
 - Wheelchair ramp
 - Grab bars
 - Low countertops
 - Visual doorbell

COVID-19:

Request that landlords delay entering the unit unless it's an emergency

COVID-19 Tenant Protections

Rent Freeze & Rent Gouging

CITY OF LOS ANGELES RSO



- City of Los Angeles Rent Stabilization Ord.
 - Two or more units
 - Built before October 1, 1978
 - hcidla2.lacity.org/residents/is-my-rental-unit-subject-to-the-rent-stabilization-ordinance
- Rent Freeze
 - No rent increases until after 1 year the local emergency is lifted

CALIFORNIA



- Anti-Price Gouging - Penal Code 396
- Landlords cannot increase the rent by more than 10% until September 4, 2021

Rent Increases

Tenant Protection Act (AB 1482)

ALL CALIFORNIA



- **Covered**

- Multi-family over 15 years old
- Single-family homes or condos owned by corporations
- Duplexes (not occupied by owner)

- **Rent caps**

- 5% + change in cost of living, up to 10%
- LA metropolitan area: 8.6%

- **Not covered**

- Local rent control
- Affordable housing
- Dormitories

- **Rent increases**

- After state of emergency ends, 90 days' notice if increase of over 10%

Just Cause for Evictions

COVID-19 Tenant Relief Act (SB 91)

CALIFORNIA



- ALL tenants have just cause eviction protections until October 1, 2021
- "Just cause" = valid reason
 - At fault examples:
 - Breaking the lease
 - Property damage, threats to health or safety, criminal activity, etc.
 - No-fault
 - Not allowed in the City of Los Angeles
- Evictions forfeit COVID-19 rental debt



No-Fault Evictions

LOS ANGELES



Tenants have a defense against evictions that are *not their fault*, e.g.:

- Owner is moving in or moving their family in
- Resident manager is moving in
- Owner is taking the unit off the rental market



Unauthorized Occupants, Pets & Nuisance

LOS ANGELES



Tenants have a defense against eviction based on:

- People staying with them who are not on the lease
- Pets that are not normally allowed
- Nuisance (for example, noise)



Pathway to Defer Rent

COVID-19 Tenant Relief Act (SB 91)

CALIFORNIA



- Tenants can defer their rental payments and have a defense against eviction if they cannot currently pay their rent due to COVID-19
- Tenants must take steps to be protected:
 - Declaration form
 - Partial payments by June 30, 2021



Pathway to Defer Rent

► "Declaration of COVID-19 Related Financial Distress"

Dear **LANDLORD,**

This declaration letter is in regards to rent payment for the following months:

(MONTH BEING DEFERRED)

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to health impacts of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.
7. Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

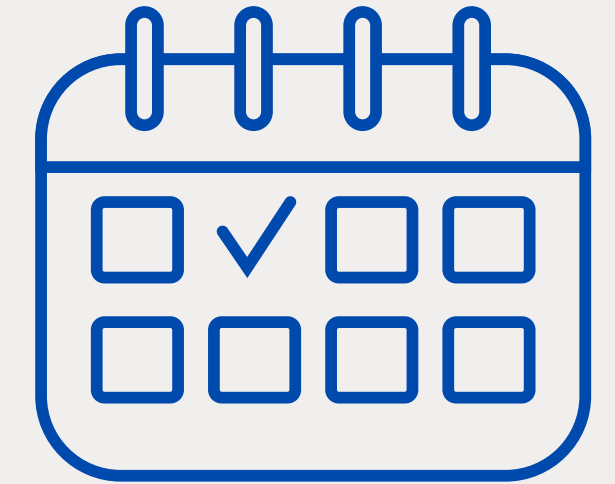
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signed,

TENANT

- Write in every month that rent was not fully paid
- Fill out and mail for free at:
 - www.norent.org
- Or download from:
 - www.housingiskey.com

Repaying Deferred Rent



► Timeline to Repay Rent*

**unless extended*

- September 30, 2021: Pay 25% of the total rent due since September 1, 2020
- October 1, 2021: Resume normal monthly rental payments
- November 1, 2021: Begin paying back deferred rent
- LA City tenants will have 12 months after the local emergency period ends to pay the deferred rent, but not past August 1, 2022.

REMEMBER:

Landlords can sue in small claims court (NOT EVICT!) if debt is not paid

COVID-19 Rent Relief



Who is eligible?

- Household income under 80% of the area median income (AMI)
- Lost significant income or had financial hardship caused by COVID-19
- At risk of losing their homes (e.g. past due rent, utility bills, eviction notice)
- Note: Citizenship status is NOT asked

Los Angeles County median income for different sized households:

1 Person Household Median Income: \$54,100	2 Person Household Median Income: \$61,850	3 Person Household Median Income: \$69,550	4 Person Household Median Income: \$77,300
5 Person Household Median Income: \$83,500	6 Person Household Median Income: \$89,650	7 Person Household Median Income: \$95,850	8 Person Household Median Income: \$102,050

COVID-19 Rent Relief



► What can it help with?

1. Rental debt (April 1, 2020 - March 31, 2021)
 - a. Landlords can apply for 80% of rent debt if they agree to forgive the remaining 20%
 - b. Tenants can apply for 25% of rent debt if their landlords won't participate
2. Future rent payments
 - a. Tenants can apply for 25% of April - June's rent
3. Utility bills and utility debt
 - a. Up to 100% of 12 months' bills

Find more information and
apply now:

www.housingiskey.com
1-833-430-2122

Legal Aid for Evictions



- Visit StayHousedLA.org
or call [1-888-694-0040](tel:1-888-694-0040)
- Free or low-cost legal aid & community support

Do not ignore court documents. Get legal aid immediately.

Contact HRC



Housing Rights Hotline: 1 (800) 477-5977



TTY: 1 (213) 201-0867



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www.housingrightscenter.org

*Workshops: www.housingrightscenter.org/register

*Appointments: www.housingrightscenter.org/help

