



## ***Repairs, Maintenance & Habitability***

Under California law (Civil Code 1941.1-3) and/or the Uniform Housing Code (UHC), all residential leases and rental agreements contain an implied warranty of habitability. The landlord is responsible for repairing and maintaining a rental unit in a habitable condition and must ensure that the rental unit complies with state and local building and health codes. This responsibility is subject to the tenant's concurrent duty to maintain the unit.

### ***A Rental Unit Must Provide:***

- A structure that is weatherproof and waterproof; there must be no holes or cracks through which wind can blow, rain can leak in, or rodents can enter.
- A fully functional plumbing system that provides both hot and cold water. The hot water system must be able to produce hot water of at least 110 degrees Fahrenheit. Plumbing must be free of water leaks. The landlord is *not* responsible for low water pressure, contamination, or other failures in the local water supply. The landlord's obligation is only to provide a working plumbing system to the water supply.
- A sewer and/or septic system in working order.
- An electrical system that was legal when installed and which is in good working order and without loose or exposed wiring. There must be at least two outlets, or one outlet and one light fixture, in every room except the bathroom (where only one light fixture is required).
- A heating system that was legal when installed and which is maintained in good working order and capable of heating every room to at least 70 degrees Fahrenheit.
- A lack of insect or rodent infestations, rubbish, or garbage in all areas. With respect to the living areas, the landlord's obligation to the tenant is only to rent out units that are initially free of insects, rodents, and garbage. If the tenant's housekeeping attracts pests, that's **not** the landlord's responsibility to remedy. However, the landlord is obliged to keep all *common areas* clean and free of rodents, insects, and garbage at all times.
- Adequate waste receptacles to accommodate tenant's waste without overflowing before the refuse collectors remove it each week.
- The absence or containment of known lead paint hazards (deteriorated lead-based paint, lead-contaminated dust or soil, or lead-based paint disturbed without containment).
- Operable door locks and deadbolts on all entry doors that provide access to the interior of the dwelling.
- Ground fault circuit interrupters (GFCI) for swimming pools, and anti-suction protections on wading pools, excepting single family residence rentals.
- Floors, stairways and railings in good repair.
- A working bathtub or shower, wash basin and a toilet. The toilet and bathtub or shower must be located in a ventilated area that affords privacy.
- A kitchen sink made of non-absorbent material.
- Natural lighting in every room through windows or skylights having an area of at least one-tenth of the room's floor area, with a minimum of 12 square feet (three square feet for bathroom

windows). All windows must be able to be opened at least halfway for ventilation, unless a fan provides mechanical ventilation.

- Safe fire and emergency exits leading to a street or hallway. All exits must be litter free.
- Storage areas, garages and basements must be free of combustible materials.
- Every apartment building with 16 or more units must have a resident manager.
- Provide at least one working telephone jack and maintain the inside wiring for the jack.
- Operable smoke alarm(s) as required by state building code. This includes one smoke alarm in each bedroom, one in each hallway and at least one smoke alarm on each level.
- A fully functional carbon monoxide alarm on each level of the rental unit.

Additional Notes:

- A window screen free of tears or other damage must be provided on every window that is capable of opening. (A window without a screen may provide access to rodents and other pests when opened for ventilation.)