

Renting 101

A Renters Guide for Successful Apartment Living

Created in partnership by the Southern California Rental Housing Association and CSH



**Southern California
Rental Housing Association**



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This guide is for anyone who will be renting an apartment for the first time. The information here is intended to make the transition to this new lifestyle easier for you. In this guide book you will find helpful tips on apartment living like housekeeping issues, keys to a successful relationship with your landlord and other resources.



QUICK TIPS FOR SUCCESSFUL APARTMENT LIVING

- Living in close proximity to others in an apartment setting often requires drawing on social skills, tolerance, and discipline to create a positive experience.
- Respect the rights of others.
- Don't play music too loudly or create too much noise at any time, especially at night or when others are likely to be sleeping.
- Never loan your apartment key to anyone.
- Keep your apartment clean.
- Respect the "common areas" of the apartment building.
- Establish communication and a good working relationship with the landlord or property manager.
- If you are participating in a program where you have a case manager, stay in touch on a regular basis.
- If you have questions about your lease, talk with your property manager.
- Be a good neighbor.



**Remember, if you are evicted from your apartment
it may be very difficult to get another apartment.**

IMPORTANT RENTAL TERMS

Rental application – the form you will be asked to complete which will ask for your current and past residences, employment history and permission to run your credit.

Application fee – most property owners will charge an application fee to cover the cost of reviewing the application and running your credit report. There is generally a non-refundable credit check fee for each applicant.



Lease – this is a binding, legal contract wherein you agree to pay a specific amount of rent for a specific amount of time, and it includes any rules or obligations that you and the owner agree to.

Lease term – the length of time you agree to rent the property. The lease term can be either month-to-month (which can be canceled at any time with a written 30-Day Notice) or for a fixed term (as an example, 6 months or 12 months).

Security deposit – the money you pay when the lease is signed. This covers the cost of any damages, less normal wear and tear. It can also include cleaning and/or carpet cleaning charges if the apartment or the carpets are not cleaned at move-out. The security deposit disposition is to be sent to the former resident by the 21st day after the resident has vacated the apartment and keys are returned.

Landlord – the person responsible for the property. This may be a professional management company, apartment manager or the property owner.

Resident – all of the people who will be living in the apartment over the age of 18 must be listed on the lease agreement and they are equally and severally liable for paying the rent and maintaining the apartment in good condition. (Meaning that each person can be held liable for the full amount of any rent or damages due.) Additionally, residents are responsible for the behavior and actions of their guests.

Occupant – someone who is living with a resident(s) and under the age of 18. An occupant who is not on the lease and over the age of 18 is considered an “illegal resident”. Both occupants and guests must abide by the same rules as the resident. It is important to note that the person(s) on the lease will be held responsible for the actions of their guests or illegal residents.

Default – failing to follow the terms agreed to in the lease. Default can lead to legal action called an eviction which could affect your ability to qualify for future rental housing.

Notice to vacate – written notice given from either the landlord to the resident or the resident to the landlord that you will be vacating the property at the end of your lease term.

Now that we've defined many of the terms you'll hear during the rental process let's address some of the most important questions you'll face as you look for a place to live.

WHERE DO I WANT TO LIVE?

Your location will largely be determined by how much you can afford to pay in rent. Certain neighborhoods and locations will be more affordable than others, but it's important to consider many factors when determining where to live.

Proximity – you'll want to carefully consider the location of your home and be sure it is in a neighborhood that has easy access to transit/transportation, along with employment, programs and services. It is also important to think about safety considerations in the neighborhood as well as the actual apartment/home.

Crime – it's always a good idea to find out the crime rates of the surrounding area you intend to live. If you are looking within the San Diego city limits their crime stats are posted by neighborhood through this link: <http://www.sandiego.gov/police/services/statistics/index.shtml>. Be sure to visit the property during the day, and again at night, to get a feel for the area.



Property maintenance – is the property well maintained? Poor maintenance may be a sign of poor property management. Look for a well-lit property at night and make sure common areas are free from trash and debris.

Neighbors – if you're looking at a multi-unit complex, talk to the existing residents. Find out if they have any issues with noise, traffic or other disturbances. Ask them if they've had any problems with management responding to concerns or repair requests.

Parking - make sure there is adequate parking for your needs. If there will be two or more people living in the apartment, make sure there is enough parking provided to accommodate all the residents residing in the apartment. Look at the on-street parking and ask about other parking that might be made available (sometimes at an additional charge).

DO I WANT ROOMMATES?

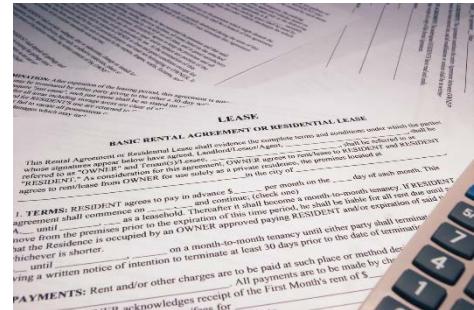
Having a roommate is an easy way to share the rent and living expenses, but there are several things to keep in mind:

- Make sure that every roommate has qualified and signed the lease agreement. This prevents you from being in violation of your lease agreement and ensures that everyone is equally and severally responsible for the rent and damages.
- Remember that each of you is legally obligated to pay the full rent amount every month, even if one of the roommates moves out before the lease is up. It is a good idea to discuss each person's responsibilities as roommates, prior to moving in together. It helps to ensure you are comfortable with who will be your roommate and the living arrangements. When roommates split up and one person moves out, it can have an impact on your ability to afford the apartment.
- You must notify your landlord, in writing, when a roommate moves out, and prior to moving in a new roommate. Your landlord must approve any new roommate that moves into the property and add the person to the lease agreement. It is important to note that some properties may limit the number of persons living within a unit, depending on its size and other regulations to prevent overcrowded situations.

WHAT TO LOOK FOR IN A LEASE

Once you have determined how much you can afford, where you want to live, and whether or not you will have roommates the next step is to thoroughly read your lease before you sign. There are several important things to look for:

- When is the rent due? Who do you pay rent to? Where is that person located?
- How much does the landlord charge if the rent is late and what is the day that it will be considered late?
- How much advance notice do I have to give if I decide to move out?
- How much is my security deposit, and what is the policy for reimbursement when I move out?
- What is included in my rent? Parking? Utilities (water, sewer, electricity, cable, etc.)? Trash? Use of property amenities like a gym, pool, clubhouse, etc.?
- Is smoking allowed on the property/in the unit?
Some properties are non-smoking, meaning the owner prohibits smoking all together (including the smoking of marijuana) on the property, including within the units. Others may provide designated smoking areas. If no smoking area provided, ask the owner/manager where you can smoke. Check your rental agreement for specifics.
- Is there a policy for pets?
Some owners charge an additional deposit if you have a pet, while others don't allow pets at all.
- What are the rules for guests and is there parking available for them? Will the guest need a visitor permit in order to park on site? Do I need to notify the landlord should a guest stay for longer than a day?
- What physical changes can I make to the interior of my unit and what requirements does the landlord have for the condition of the unit upon the termination of your lease (for example, if I paint it a different color, must I repaint it back to the original color prior to vacating the premises)?
- What am I allowed to store in the unit or out on the balcony? Is there additional storage provided and what are the terms and requirements for that storage?
- What am I allowed to do on the balcony or patio (for example, can I BBQ?)?



MOVING IN

Moving into your new residence is a very exciting time. Because there are so many things to remember we suggest keeping a list of tasks that need to be completed including:

Inspect the apartment – perform a walk through with the landlord. Look for items that may need to be repaired or damage that you and the landlord have agreed will not be repaired and you are not responsible for at move-out. Make sure that you document, in writing, all items on the move-in check list and any others that are of concern. It is always a good idea to take pictures to document the move-in condition and keep until you have moved out.



You should keep a copy of the move-in checklist for your records and submit a copy for your file to the landlord. Specific items to look for at move-in:

- *Cracks or holes in the walls, floors and ceiling*
- *Leaking pipes and faucets*
- *Broken fixtures and lights*
- *Other damage to property (railings, balconies, etc.)*
- *Lack of heat or air conditioning*
- *Lack of hot water*
- *Damaged or non-working appliances*
- *Functioning windows and doors, including locks*
- *Signs of insects, rodents or other pests*

Renter's insurance – a renter's insurance policy covers your belongings if they are damaged or stolen from your home. The landlord will have insurance for the property/the building, but it does not cover your personal belongings. There is also a liability portion of the insurance that will cover you if you cause damage to your apartment or an adjoining apartment (i.e., a fire). You'll need to contact an insurance agent to discuss the coverage and monthly cost. The cost is usually \$15.00 - \$30.00 per month, and often times there are additional savings for bundling with auto and other policies.

Changing your address – you must notify the US Post Office of your new address. This can be done in person at the nearest post office, or online at: <https://www.usps.com/>

Utilities – in advance of your move-in date you will want to schedule the appropriate utility companies so that you have access to water, electricity, gas, cable, internet etc. if not provided as part of your rent. Your property manager should have contact information for the utility companies that service your property. In some cases, electricity may be running, but you may be required to have the utility put in your name. Make sure and discuss this with your property manager so you know what is expected to avoid additional charges, penalties or service interruption.



YOUR RIGHTS AS A RENTER

During your time at the property there are certain rights you are entitled to as a tenant. Look for these things in your lease including:

Guests – a landlord can restrict the length of time guests are allowed to stay with you, but it is illegal to prohibit a guest based on race, age, sexual orientation or gender. If your guest stays beyond the time laid out in the rental agreement the landlord can require that person fill out an application to apply to become a resident and to sign the rental agreement.

Repairs – the landlord is responsible to make repairs that create unsafe living conditions. In general, these include:

- Leaking plumbing fixtures, pipes and faucets;
- Faulty gas, heating or air conditioning;
- Damaged floors, railings and stairways;
- Excessive trash located in common areas;
- Broken lights or other lighting or signage issues; and
- Broken or non-working fire alarms.
- If you have any questions, always contact your landlord first in writing. If the landlord refuses to make repairs there are other options available to you including legal assistance.



Privacy – the landlord must provide a written 24-hour notice in order to enter your property including the following reasons:

- To allow contractors to make repairs;
- To test/maintain smoke detectors;
- To conduct an inspection prior to your moving out date; and
- To show the property to prospective tenants.

NOTE: In the case of an emergency (such as a pipe burst) the landlord may enter your unit without giving you a 24-hour written notice.

If there is an issue or the timing of entrance presents a problem, you should discuss this with your landlord to see if the visit can be rescheduled to a more convenient time.

Landlords and tenants depend on each other for different things. The landlord relies on the tenant to pay rent, and the tenant trusts the landlord to maintain the property in good condition. When either the landlord or the tenant does not fulfill his or her responsibility they often have disagreements. Knowing what you are entitled to as a tenant and knowing what the landlord has a right to expect from you is one of the best ways to avoid a dispute.

TENANT RESPONSIBILITIES

Rent Payment - Tenants are responsible for paying rent on time. When tenants do not pay the rent on time, there may be an additional late charge. If the tenant continues to owe rent, the landlord can send the tenant a three-day notice (3-Day Notice to Pay or Quit). The three-day notice gives the tenant three days to pay rent. After three days, the landlord can file a lawsuit in court to evict the tenant.

Damages - Tenants are responsible for damages beyond "normal wear and tear." A leaky faucet is normal wear and tear. A window broken by a tenant's guest is not normal wear, and a tenant is responsible for covering the cost of that damage.

Cleanliness - Tenants are responsible for keeping the rental unit clean and safe. Most leases and housing codes require the tenant to do this. The landlord must provide trash containers, and tenant must dispose of trash properly. If trash accumulates, it can cause problems with bugs, mice, rats, and other pests.



Respect - The tenant must also respect the rights of his or her neighbors. All residents have a "right to quiet enjoyment" of the property and to live nuisance free. Tenants, especially those in apartments, must be considerate of their neighbors by not being too noisy and by helping to keep the rental property looking good, this also includes the common areas of the apartment complex.

Guests - The tenant is responsible for the behavior of his or her guest(s). If a guest causes damage to the property or disturbs the neighbors, the tenant will be held responsible. Tenants should not invite into their home friends who do not respect these rules. Most rental agreements state that overnight guests can only stay a certain number of days in a row. Inviting extra people to live in a rental unit may violate the lease, including that of a Section 8 rental assistance agreement.

Military Exception - if you are renting while serving in the military you are entitled to certain exceptions within your rental agreement. For example, if you are deployed or transferred during active duty you may be exempt from the costs associated with terminating a lease early. It's best to understand any and all military exemptions prior to signing a lease. You can discuss this with your on-base personnel or ask your landlord for more information.

LANDLORD RESPONSIBILITIES

The landlord's main responsibility is to keep the rental unit in good condition. This responsibility, which is also known as the implied warranty of habitability, is part of almost every city's housing code. It states that the landlord is required to keep the rental unit in 'habitable' condition at all times, which means that the walls, floors, ceilings, foundation, plumbing, toilet, bathtub or shower, electrical wiring, heating, doors and windows (including locks) and lights in the stairways and hallways must be functioning properly. The landlord also must provide extermination services if the building becomes infested with insects or rodents.

If the property becomes uninhabitable due to damage such as a major water leak, termite tenting, or fire, and you cannot reside in the unit for several days or longer, your landlord must relocate you for the time that you must be out of the unit. Typically, this will be at a hotel of their choosing or a vacant unit. Alternatively, you may receive a rent credit for the days you are not able to be in your unit if you choose to make your own accommodations.

In accordance with Fair Housing Laws, the landlord must treat all applicants for rental units and all tenants equally and fairly. Applicants and tenants who are not being treated equally and fairly may be victims of discrimination.



LANDLORD RIGHTS

If a tenant damages a rental unit, the landlord can hold that tenant responsible. If a tenant violates a lease, does not pay rent or conducts illegal business in the rental unit, the landlord has the right to begin eviction proceedings.

The landlord also has entry rights as explained on Page 7. Additionally, a landlord has the right to enforce conditions of the rental agreement. The property owner or manager will typically provide a verbal and/or written notice about a lease violation, giving the resident ample opportunity to cure the violation. If the tenant does not comply, a landlord may issue a 3-Day Notice to Perform Conditions or Quit. Similar to a 3-Day Notice to Pay or Quit, this notice could result in an eviction.

HOUSEKEEPING

Whether you rent your home or own it, keeping it in good shape is a matter of pride and comfort. When your home is clean, it not only looks nicer, but it is safer and healthier. Common problems, such as ants and roaches, can be better controlled when counters and floors are kept clean and the trash is regularly taken out. Most leases and housing codes require tenants to keep their homes clean.

Taking care of a home can be a lot of work, but it is easier if you do chores regularly rather than let dishes and dirty clothes pile up. Set aside at least an hour, every day, to clean your apartment.

Chores that should be done regularly include washing dishes and clothes, dusting, mopping floors and vacuuming carpets, making beds, and scouring the toilet and bathtub. Every once in a while, you should clean out the refrigerator, wash the windows, and go through drawers and cabinets, giving away or throwing out things you don't want or use anymore.

Keep Dry

Excess moisture and water damage in and outside of the home, if not repaired quickly, can compromise the health and safety of the home and its occupants by attracting pests, creating mold, impairing home appliances/fixtures, and undermining the structure's integrity.

Residents should immediately notify their landlord if there are:

- Structural leaks,
- Plumbing problems,
- Excess condensation from appliances that could be operating improperly, and/or

- Ponding, a buildup of excess moisture on interior and exterior surfaces.

Residents can reduce/eliminate excess moisture by:

- Quickly cleaning liquid spills on flooring and countertops.
- Quickly removing standing water in interior and exterior surfaces.
- Wiping up any condensation on windows or window sills.
- Keep shower doors/curtain closed during showers to prevent water from pooling on the bathroom floor.
- Not soaking dishes, pots, and utensils in water for extended periods of time.
- Monitoring water fixtures and the plumbing underneath it (For example, check to see if water is leaking from drains or pipes underneath bathroom or kitchen sinks).

Keep Ventilated

Improper ventilation can cause excessive moisture buildup that can create mold, a buildup of dust or other particulates that can cause allergies, affect breathing and/or increase people's exposure to higher concentrations of gases and/or fumes like carbon monoxide from vehicle exhaust, stoves/ovens, and/or space heaters. It is important to use proper ventilation in the home to allow for the flow of air out of the home, particularly in apartments.

- Turn on exhaust fans over stoves and ovens when cooking.
- Open windows to increase air flow in the home (Residents can purchase locks or block stops to deter burglars from entering their home through windows during the day and nighttime).
- Use ventilation fans or open windows during and after showering until the bathroom has dried.
- Regularly open windows and vents to prevent excess buildup of moisture or gases.

IMPORTANT: Notify your property manager immediately if you notice a leak, standing water, or other moisture issue.

Smoke and Carbon Monoxide Detectors

Your landlord has a duty to provide, maintain and test these devices on a regular basis per California law (some exceptions apply). With proper notice, a landlord may enter to test these devices. However, residents are in the home daily and are in a better position to notice if such devices may not be working properly. Notify your landlord immediately if you suspect a device is not functioning properly.

Keep Clean

A clean environment will reduce exposure to dust and particles, pests and pest waste, pesticides, chemicals and heavy metals. Items that are organized and stored properly will reduce clutter and garbage. Occupants should:

- Regularly clean and/or dust off flooring and surfaces.
- Store items inside cupboards and cabinets to reduce dust and clutter.
- Vacuum regularly, especially carpeting as it can accumulate dust and allergens.
- Use vacuums that have good filtration.
- The vacuum should be cleaned regularly and thoroughly.
- Consider a professional cleaning each year if anyone in the home suffers from allergy issues.

- Have door mats or dust-off systems that leave dust and dirt at entry ways.
- Keep pets/animal companions regularly groomed and out of bedrooms or off beds.
- Guard against overuse of sanitizers, air fresheners, and other strong chemicals used in cleaning.



Keep Contamination Free

Proper usage, storage and/or disposal of Volatile Organic Compounds (VOC)s which are gases, vapors emitted from solids and liquids like paints, cleaners, fuels, automotive products, adhesives, pesticides and cosmetics.

- VOCs should be stored in ventilated areas, but away from intakes that draw in air.
- Kept in sealed containers.
- Avoid using VOCs altogether, or use products that have lesser concentrations of VOCs.
- Whenever possible, remove VOCs from the home.
- Be careful with household cleaners. Most of them are poisonous and can burn skin.

Keep Pest-Free

Residents can help prevent pests and keep their home pest-free by properly disposing of refuse (garbage & recyclables), cleaning regularly, and informing their landlord of anything out of the ordinary.

- Clean kitchen areas to eliminate crumbs and food scraps after food preparation and meals.
- Rinse, clean dirty dishes immediately and place excess food scraps into the trash; do not leave used dishes, utensils, pots in the sink or on countertops overnight.
- Discard all crumbs, food scraps into the trash or outside in waste bins.
- Don't store paper bags and cardboard for long term; both items can attract pests.
- Properly seal food in storage containers in cupboards, pantries, and refrigerators.
- Make sure that pet food is securely stored in sealed containers. Pests are easily attracted to this food source.
- Check for pest droppings in corners, window sills, floors, garages, cupboards, and storage areas.
- Check for signs of pests by inspecting power or other types of cords, especially behind furniture, to see if they have been chewed.
- Check for holes or cracks in floors and base-boards.
- Residents should inform the landlord if they notice holes or cracks in walls or other openings that potentially could allow pests to enter.
- Residents should immediately contact their landlord if they suspect pests are inside the home or on the property. Landlords should be given the opportunity to address pest problems inside the home and common area as soon as possible. This benefits everyone!

Information about Bed Bugs:

- **Bed bug Appearance:** Bed bugs have six legs. Adult bed bugs have flat bodies about $\frac{1}{4}$ of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about $\frac{1}{16}$ of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals.
- Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

- **Life Cycle and Reproduction:** An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.
- Bed bugs can survive for months without feeding.
- **Bed bug bites:** Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

Where did I get bed bugs?

These are some common ways of getting bed bugs:

- **Used furniture or clothing.** Be very careful bringing used items into your home! Check all items carefully, and if you see any sign of bed bugs, do not bring the item into your home. If you see furniture or a mattress left outside, it might have bed bugs. *It's not worth the risk to bring it into your home.*
- **Guests.** If someone stays at your house, they could bring bed bugs over with them. If you are concerned that a guest might have bedbugs, do not let them into your home.
- **Living in an apartment.** Bed bugs often live or crawl in the spaces in between walls as well, and if your neighbors have them, you could as well.

Common signs and symptoms of a possible bed bug infestation:

- Bedbugs are often very hard to see and pest control companies have special training to identify bedbug infestations. Just because you don't see bedbugs, doesn't mean there aren't bedbugs present.
- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

For more information, visit the United States Environmental Protection Agency and the National Pest Management Association website (www.pestworld.org).

Tenants should immediately notify landlord of any suspected infestation. In some cases, you could be responsible for the cost of treatment if found to have brought them into the unit/property. Bedbugs multiply fast and can become an infestation affecting not only the tenant, but other individuals/units in the rental property. A landlord must provide a copy of a bedbug inspection report to the tenant within two business days. Tenants should carefully and diligently follow all instructions and recommendations regarding Bed bug control and removal from any Pest Control company hired by Owner/Agent, as well as assisting with the preparation for treatment of the Premises for Bedbug control where necessary. DO NOT TRY TO TREAT A BED BUG INFESTATION YOURSELF. Bedbug control preparation can be extensive, and, may include items such as special washing instructions for bedding, clothing etc. or disposing of personal property that cannot be disinfected. Do not have guests in your apartment and limit your movements as much as possible so you don't spread the bedbugs.

KEEP SAFE/CRIME FREE

Thousands of people are injured or even killed in their homes each year due to falls, burns, poisoning, suffocation, and electrical shocks.

- Residents should immediately let their landlord know if an appliance or light fixture isn't working properly, or if part of the structure, like the roof or stairway, needs to be repaired or replaced.
- Adults should read the labels of household items for instructions on how to properly store them.
- Check instructions to see if the item needs to be kept out of the reach of children.
- Store properly to reduce a person's exposure to fumes from household products.
- Preventing crime from happening to you, your family or other residents is also very important. You can help prevent and reduce criminal activity with some simple tips:
 - Keep doors/windows locked or secured to prevent entry into your home.
 - Keep lights on in entry ways and/or inside the apartment or house when no one is home.
 - Residents can purchase locks or block stops to deter burglars from entering the unit through opened windows during the day and nighttime.
 - Make sure car doors are locked and windows are closed or just slightly open, and your automobile's anti-theft system is on.
 - Do not leave valuables in your automobile.
 - Immediately contact police/sheriff if you see suspicious/illegal activity happening at or around your home or complex.



MOVING OUT

Just like moving into an apartment, there are many things to consider when you move out: Has your lease been fulfilled? If you move out early, what are the financial implications?



Provide written notice to your landlord – with month-to-month agreements, you are required to provide written notice to your landlord 30 days in advance of your move out date. If you are in a fixed-term lease, you are responsible for the rent through the duration of the agreement.

Security deposit – your security deposit may be used by the landlord for cleaning and repairs if you leave the property in poor condition. Your security deposit may also be used for unpaid rent. A landlord must send a tenant their security deposit itemization and/or refund, or an estimated accounting, within 21 days after move-out.

Notify the utility companies – once your move out date is determined, you'll want to notify the utility companies so that you do not pay for services beyond your moving date.

IMPORTANT PHONE NUMBERS

EMERGENCIES: 9-1-1

YOUR PROPERTY MANAGER:

YOUR CASE MANAGER:



ACCESS & CRISIS LINE: 888-724-7240

POISON CONTROL: 800-222-1222

OTHER COMMUNITY SUPPORT & SERVICES: 2-1-1 OR WWW.211SANDIEGO.ORG

Always keep a copy of your rental agreement handy and refer to it when you have questions.

For more information on California Landlord-Tenant law, visit the Department of Housing & Community Development at <https://bit.ly/2uOq6Md>.