

Tenant's Basic Legal Rights

Tenants have basic legal rights that are always present. No matter what the rental agreement or lease states. These rights include all of the following:

- Limits on the amount of the security deposit that the landlord can require you to pay
 - Unfurnished rental unit: The total amount that the landlord requires as security cannot be more than the amount of *two months' rent*. If you have a waterbed, the total amount allowed as security can be up to two-and-a-half times the monthly rent.
 - Furnished rental unit: The total amount that the landlord requires as security cannot be more than the amount of *three months' rent*. If you have a waterbed, the total amount allowed as security can be up to three-and-a-half times the monthly rent.
 - *Plus first month's rent*: The landlord can require you to pay the first month's rent *in addition* to the security deposit.

- Limits on the landlord's right to enter the rental unit.
 - Except when the tenant has moved out of the rental unit, abandoned it, or in an emergency, the landlord or the landlord's agent must give the tenant reasonable advance notice in writing before entering the unit, and can enter only during normal business hours (generally, 8 a.m. to 5 p.m. on weekdays)

- The right to a refund of the security deposit, or a written accounting of how it was used, after you move.

- The right to sue the landlord for violations of the law or your rental agreement or lease

- The right to repair serious defects in the rental unit and to deduct certain repair costs from the rent, under appropriate circumstances

- The right to withhold rent under appropriate circumstances
 - Collapse and nonrepair of the bathroom ceiling.
 - Continued presence of rats, mice, and cockroaches.
 - Lack of any heat in four of the apartment's rooms.
 - Plumbing blockages.
 - Exposed and faulty wiring.
 - An illegally installed and dangerous stove.

- Rights under the warranty of habitability.
 - Under the "implied warranty of habitability," the landlord is legally responsible for repairing conditions that seriously affect the rental unit's habitability. That is, the landlord must repair substantial defects in the rental unit and substantial failures to comply with state and local building and health codes.

- Protection against retaliatory eviction
 - The law infers (assumes) that the landlord has a retaliatory motive if the landlord seeks to evict the tenant (or takes other retaliatory action) within six months after the tenant has exercised any of the following tenant rights
 - Using the repair and deduct remedy, or telling the landlord that the tenant will use the repair and deduct remedy.
 - Complaining about the condition of the rental unit to the landlord, or to an appropriate public agency after giving the landlord notice.
 - Filing a lawsuit or beginning arbitration based on the condition of the rental unit.
 - Causing an appropriate public agency to inspect the rental unit or to issue a citation to the landlord.