

# KNOW YOUR RIGHTS IN UNION CITY

FOR TENANTS AND RENTERS



## TENANT HARASSMENT

 **HARASSMENT** is when a landlord, or someone acting as a landlord, verbally or physically harasses or threatens you, or calls the police to try to force you to leave. You have rights to protect you from harassment.

### ILLEGAL ENTRY



A landlord, or someone acting as the landlord, can only enter your home with a **WRITTEN 24-HOUR NOTICE** for the following situations ONLY:

- To make necessary repairs
- If a tenant abandoned or surrendered the premises
- If the landlord has a court order authorizing entry
- In case of an emergency that threatens injury or property damage if not immediately addressed

### SALE OF BUILDING



If your building is being sold, the landlord must provide **WRITTEN 24-HOUR NOTICE** before showing it to prospective buyers.

If your landlord gave you a written notice 120 days before giving you a **VERBAL 24-hour notice**, that is also valid.

Showing the building must be during normal business hours: Monday to Friday, 9-5 PM.

You cannot stop your landlord from showing the building, but you are allowed to negotiate when.

### LOCKOUT



Your landlord **CANNOT** lock you out, block your entry, change the locks, remove any part of the door or windows, or remove your property in order to evict you.

If your landlord attempts this, call the police immediately. Your landlord is guilty of a misdemeanor and could be arrested.

You have the right to regain entry to your apartment, even if you have to break in or call a locksmith.

### UTILITY SHUTOFF



Your landlord **CANNOT** shut off any of your utilities for the purpose of evicting you—including water, heat, gas, electricity, phone, and elevator service.

If your landlord shuts off your utilities, call the utility company and try to have them turn it back on.

## JUST CAUSE

A **JUST CAUSE ORDINANCE** was passed in Union City in April 2017. Under this ordinance, the landlord **MUST** give one of the following reasons in order to evict you:

#### FAILURE TO PAY RENT



#### SUBSTANTIAL RENOVATION OF UNIT



#### VIOLATING RENTAL AGREEMENT



#### LANDLORD RETURNING FROM DEPLOYMENT



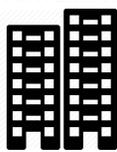
#### USING UNIT FOR AN ILLEGAL PURPOSE



#### DANGEROUS/UNSANITARY CONDITIONS



#### CONDOMINIUM CONVERSION



#### REMOVAL OF UNIT FROM RENTING MARKET



#### TENANT DID NOT EXECUTE WRITTEN EXTENSION OF LEASE



#### LANDLORD WILL MOVE INTO UNIT



# THE EVICTION PROCESS

A landlord cannot just kick you out. There is a specific legal process they must follow in order to properly evict you, during which you have the opportunity to defend yourself.



## 3, 30, OR 60-DAY NOTICE

The landlord must give you a **30-DAY NOTICE IN WRITING** (or a **60-DAY NOTICE** if you have lived there for over a year).

The landlord can give you a **3-DAY NOTICE** in writing if they allege you committed a major violation, such as failing to pay rent or damaging the property. If this is something you can fix, they must give you the option to fix it.

If you receive a 3, 30, or 60-day notice and believe the landlord is acting unlawfully, you can contact a lawyer or housing rights organization to figure out how to respond. **YOU DO NOT NEED TO IMMEDIATELY VACATE JUST BECAUSE YOU WERE SERVED A 3, 30, OR 60-DAY NOTICE.**



## UNLAWFUL DETAINER SUIT

If you do not voluntarily move out, your landlord needs to file an **UNLAWFUL DETAINER SUIT** in order to kick you out. This means that your landlord is taking you to court.

After you receive a summons (letter notifying you you have been sued), you only have five days to respond. If you receive a summons, **GET LEGAL HELP IMMEDIATELY.** An attorney can help you defend yourself so you may not have to move out.



## COURT DECISION OR SETTLEMENT

Either the lawyers negotiate something that works out for you and the landlord, OR a judge rules that you have to leave or get to stay.

If you do not want to leave your home, only a ruling from a judge can make you have to vacate your apartment.

# RETALIATION



**RETALIATION** is when a landlord may try to evict you because you exercised your legal right or complained about a problem in the rental unit.

Remember that a landlord cannot evict you unless they bring an **UNLAWFUL DETAINER** suit against you. If you can prove that the landlord's action is based on a discriminatory motive, you have a defense if they decide to pursue an eviction action.

Get legal assistance immediately if you think your landlord is attempting retaliatory action against you.



Need assistance or support? Contact us:

**FILIPINO ADVOCATES FOR JUSTICE** at (510) 465-9876.

**DENISE SICAT WONG**, Tenant Organizer, at [DWONG@FILIPINOS4JUSTICE.ORG](mailto:DWONG@FILIPINOS4JUSTICE.ORG)