Can I Enter My Tenant’s Unit?

Latisha’s Legal Corner

After a landlord has rented or leased a unit to a tenant, the tenant enjoys the right to exclusively possess the space without interference from the landlord. This right, however, is not absolute and is balanced with the landlord’s ownership interest to provide for reasonable access to the unit.

Landlords are permitted to enter a tenant’s unit under certain circumstances and for specific purposes. Prior to leasing a unit, a landlord must inspect it for any dangerous or defective conditions. This initial inspection protects the tenant from potential harm and helps to shield the landlord from any potential civil penalty.

During the term of a tenancy, a landlord’s ability to enter a tenant’s unit is strictly prescribed by California law:

**Emergencies.** A landlord may enter a tenant’s unit in an emergency. However, the circumstances surrounding the entry must be reasonable.

**Tenant Abandonment.** A landlord may enter a tenant’s unit in cases in which the tenant has abandoned or surrendered the premises. Like emergencies, the circumstances surrounding the entry must also be reasonable.

**Showing a Unit.** The landlord may enter the tenant’s unit to show the premises to new tenants or purchasers.

**Repairs & Services.** The landlord may enter to make reasonable repairs or provide necessary or agreed upon services, which do not unreasonably interfere with the tenant’s possession.

**Inspection.** The landlord may conduct a pre-move out inspection, which identifies any damage to the unit and provides the tenant with an opportunity to make the necessary repairs prior to vacating. The pre-move out inspection may be done in the tenant’s absence under strict circumstances.

**Notice Requirement**

With the exception of an emergency, or where the tenant has abandoned or surrendered the space, or the tenant is present and consents to entry, a landlord must provide reasonable notice in writing to the tenant prior to any entry. The notice should include:

- the date and approximate time
- purpose of the entry

**Delivering the Notice**

The notice may be personally delivered to the tenant, left with someone of suitable age and discretion at the unit, or left in a conspicuous location at the premises. If the notice is mailed to the tenant, it should be mailed at least six days in advance. Unless otherwise determined, 24 hours advanced notice is reasonable.

**Oral Notice**

Written notice of entry for the purpose of making reasonable repairs may be excused where the landlord and tenant have orally agreed to entry for repairs and the entry occurs within one week of that agreement. Oral notice of a landlord’s intended entry for the purpose of showing the unit to potential purchasers may be appropriate provided that other required written notice has already been given.

**Time of Entry**

After proper notice has been given, the landlord’s entry may only occur during normal business hours unless the tenant consents otherwise. Normal business must be reasonable under the particular circumstances.

It is imperative that a landlord’s entry comply with all statutory and notice requirements in order to avoid committing an unlawful entry, which may expose the landlord to criminal or civil penalty.

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Legal Disclaimer: This article offers general information and does not constitute legal advice. For legal advice concerning a specific matter, please contact The Law Office of Latisha McCray.
Tips on How to Enforce a Lease
Being proactive pays off in the long term

A lease is a contract between the property owner and the tenant, and serves as the agreement of the upcoming term the family or individual will spend living in the unit. Drafting the lease is the first opportunity for the property owner to specify requirements, expectations, and other necessary clarifications in writing, with the tenant’s signature to solidify the agreement.

However, drafting and signing the lease isn’t the only step — property owners and managers are required to enforce the lease and hold themselves and their tenant(s) accountable for any problem situations or conflicts that may arise during the lease term.

Terms
The lease must clearly specify the terms to include, the commencement, the ending, hold over clause if desired, who is responsible for utilities, the amount of rent, the due date, complete name of lessee, security deposit and any clause necessary.

Have a clear leasing process
This is the one opportunity to list everything in writing. By listing clear requirements with all lease items, there is a minimal chance of misunderstanding the terms while the tenant resides in the unit.

Set expectations
The lease agreement should include all expectations of both the property owner and the tenant — and again, clarity and specificity is essential. By doing this, both parties are aware of their responsibilities according to the contract.

Understand the tenant’s needs
Part of being a good property owner or manager is learning about and recognizing the needs of the tenant. A considerate property owner can be the difference between a good and bad living experience — which can determine whether or not the tenant renews the lease or discourages others from living in that same property.

Follow the law
This tip should be self-explanatory. Many consequences arise from breaking the law — financial, reputational, and for one’s affiliation with the Marin Housing Authority (MHA). In all cases, it’s best to handle disputes legally.

Attempt to resolve issues before they get out of hand
Most situations can be handled without pursuing legal action — which incur fees and can take months to resolve. To avoid the stress — not to mention the time and energy it takes to involve legal parties — property owners and managers are encouraged to resolve any issues early on.

Get help
Property owners and managers should notify MHA if experiencing any violations of the lease agreement. Familiarize yourself with California Tenant, A Guide to Residential Tenants’ and Landlords’ Right and Responsibilities, published by The Department of Consumer Affairs.

Get an attorney
After a property owner or manager has done everything in their legal power to enforce the lease or resolve a conflict, and the problem still persists, it is best to consult professional help from an industry expert. This step will ensure that all matters are handled properly and the process is handled as smoothly as possible — especially in the case of an eviction.

It is important to keep in mind that MHA cannot take action until the property owner or manager has first taken the necessary legal action to enforce his/her lease with the tenant.

By following these tips, property owners and managers can effectively enforce the lease agreement with their tenant(s) and implement best practices as a participating member in the HCV Program.
Monique Broussard’s Tips
Winterproofing and safeguarding your property

Before the winter season is upon us, it is advisable to take a realistic 360 degree assessment of the current condition of your property.

Let’s take a look at a few things that can help make your property safe and sound thru the winter months.

**Roof**
Check for any leaks, clear out the gutters of leaves and debris.

**Exterior walls**
Check for evidence of water intrusion, peeling paint, or dry rot.

**Windows**
Check if they are weathertight, open and close properly, and the locks functioning as designed.

**Doors**
Check if they are weathertight, draught proof, open and close properly, with the proper locks.

**Exterior decks, stairs and walkways**
Check for evidence of dry rot, slippery surfaces, and trip and fall hazards.

**Heating system**
Check thermostats, clean out furnaces, change filters, light pilot lights.

**Hot water heaters**
Strap and insulate.

**Outdoor lighting**
Replace missing or burned out bulbs, install where needed for safety.

**Smoke and carbon monoxide detectors**
Ensure they’re in-place and operating as intended.

Planning ahead will help prevent costly maintenance down the road.

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Creating a Legal Rental Unit
With help from a local nonprofit

Lilypad Homes is a local nonprofit organization that helps owners of single-family homes create rental housing on their properties. Options include converting a bedroom or family room to a private rental unit, developing basement or garage space, building a cottage in the backyard, and more. Creating a rental unit makes owning a home more affordable and provides housing for local workers.

**Benefits of a legal rental unit can include:**
- A steady stream of rental income
- Someone living close by while you still maintain your privacy
- A private space for your parent or another family member
- Private accommodations for a nanny or a caregiver
- A private apartment to offer someone in exchange for their services

- A cozy “home base” for you to return to between trips
- A way to maximize the value of your home and put it to work for you

Grant funding from the Marin County Board of Supervisors allows Lilypad to offer a free on-site feasibility assessment to any homeowner in Marin County who is planning to create new long-term housing. During the visit Lilypad can help you to determine the type of unit that is appropriate for your needs, your budget, and your property, and provide information about financing and next steps. Lilypad also offers design services, which are free to qualifying low-income homeowners.

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Find out more at lilypadhomes.org. To request an on-site visit, contact Lilypad at info@lilypadhomes.org or 415-250-9317.
Save the Date!
Wednesday, December 6, 2017

Marin Housing Authority will be hosting a year end appreciation dinner.

Please join us to recap and celebrate the successes of 2017 and learn about the agency’s future in 2018 and beyond.

Invitations will be sent to all Landlords with RSVP information within the coming month.

Any Questions For Our Team?
Here is our contact information:

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