



KNOW YOUR RIGHTS: Safe Housing for Tenants



What is habitability?

- Habitability is a term that explains if a building is safe to live in. If a building is safe to live in, it is habitable. If a building is not safe to live in, it is uninhabitable.
- Your landlord must keep your home habitable, even if your lease does not mention habitability.¹

What makes a home habitable?

Habitable homes must be free of pests, rodents, visible mold or dampness, have landlord provided trash bins and **at least** the following in good working order:²

- waterproofing, weather protection, and ventilation
- windows and doors with safe locks
- plumbing with hot and cold water
- heating
- electrical lighting and wiring
- bathtub or shower
- toilet
- kitchen sink
- stove
- refrigerator
- foundations including floors, walls, ceilings, roof, and stairways/railways
- smoke detectors

Does my landlord need to fix problems that make my home uninhabitable?

- A landlord must provide safe housing. So, normally your landlord must fix things that make your home not habitable.³
- But, if you or your guest use something incorrectly and it breaks, your landlord may not have to fix it.⁴
 - For example, if your kitchen sink just stops working, your landlord must fix it. But if your kitchen sink stopped working because your child shoved a toy in it, you may be responsible for fixing it.

¹ *Green v. Superior Court* (1974) 10 Cal.3rd 616, 637-638.

² Civ. Code, §§ 1941.1 (stove and refrigerator are only required if the lease was started or changed after December 31, 2025 and the unit is not permanent supportive housing unit under Gov't Code section 8698.4, a single-room occupancy unit or a unit in a resident hotel) & 1941.3; Health & Saf. Code, §§ 17920.3 & 13113.7.

³ *Green v. Superior Court* (1974) 10 Cal.3rd 616, 637-638.

⁴ Civ. Code § 1941.2.

Does my landlord have to fix things that do not affect habitability?

- Maybe. Depending on your lease, your landlord could be responsible for repairs that are not related to habitability.
 - For example, your lease might say you are responsible for fixing the washing machine and your landlord is responsible for fixing all other appliances. Look at your lease to find out who is responsible for fixing things not related to habitability.

If I damage my unit, do I need to fix it?

- Maybe. Your landlord can require you to pay for any damage you or your guests caused that is beyond “normal wear and tear.”⁵ “Normal wear and tear” is damage caused by time and regular use.
 - For example, carpet fading over time is normal wear and tear, but carpet ripped by your pet is not normal wear and tear.
- Also, you may have to fix things that broke because you did not take care of them, or you used them incorrectly.⁶
- Learn more about who must make repairs and how to ask for repairs in [Know Your Rights – Asking Your Landlord to Make Repairs](#).⁷

Does my landlord need to keep common areas safe?

- Yes, landlords must repair problems that make common areas unsafe.⁸
 - Hallways, stairways, outside walkways and parking areas are examples of common areas.
- If you damage a common area, you may have to pay for the repairs.⁹

What if my landlord makes my unit uninhabitable to get me to move out?

- It’s illegal for your landlord to make your unit uninhabitable to get you to move.
 - For example, your landlord may not to turn off your water to get you to move.¹⁰ This is called a “self-help” eviction and is illegal.
- If your landlord is making your home unsafe to get you to move out, your local legal aid organization may be able to help you. Find your local legal aid organization at <http://www.lawhelp.org>

⁵ Civ. Code, § 1950.5, subd. (b)(2).

⁶ Civ. Code, §§ 1941.2. & 1929.

⁷ <https://fvaplaw.org/resource/know-your-rights-asking-your-landlord-to-make-repairs/>

⁸ Civ. Code, § 1941.1, subd. (a).

⁹ Civ. Code, §§ 1941.2 & 1929.

¹⁰ Civ. Code, § 789.3.