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# 1 Welcome

From the Office of Residence Life, welcome to the University of San Francisco and to the vibrant city from which we draw our name. We hope you will find the city of San Francisco to be an exciting, diverse, and friendly place to call your home. As with any move, finding a place to live in San Francisco can be a challenge. The goal of this guide is to provide you with useful information about off-campus living.

The Office of Residence Life additionally provides an online apartment listing service as well as a roommate networking service. You are welcome to contact the Office of Residence Life for more information or if you have further questions as you explore housing options in San Francisco.

## How to Contact Us

Location: Office of Residence Life, Phelan Hall Rm. 140  
 Address: 2130 Fulton Street San Francisco, CA 94117  
 Phone: 415-422-6824  
 Fax: 415-422-2480  
 E-Mail: [orl@usfca.edu](mailto:orl@usfca.edu)  
 Web Page: [www.usfca.edu/residence\\_life](http://www.usfca.edu/residence_life)  
 Hours: Monday through Friday 8:30am to 5:00pm

**Disclaimer**

**This guide is provided as a courtesy. Users of this guide communicate, contract, and do business with individuals, companies or firms at their own risk. The University shall not be held liable for any errors or omissions.**

## **2 Prepare Yourself**

### **Determining Your Housing Needs**

Before you embark upon your housing search, take some time to consider your options and preferences. Some questions to consider include the following:

- Do you want privacy, or do you prefer to share living space?
- What is the rental price range (including utilities) that you can afford? (See Money and Budgeting Worksheet at page 36)
- How close do you prefer to be to campus?
- How much time and expense can you afford for transportation?
- What amenities (e.g. washer/dryer, garage, etc.) are important to you?

### **Determining Your Housing Budget**

Many landlords recommend that tenants budget 25-30% of their gross income for rent. Plan on using 28% as a general rule. Use the formula in the Money and Budgeting Worksheet on page 36 to help determine how much rent you can afford.

### **Have Enough Cash Available**

You will likely need one month's rent plus a security deposit equal to two months rent. Consider asking your parent or guardian to send you a notarized letter stating that they will guarantee your rent. You may not need such a letter, but for those landlords reluctant to rent to students, it may increase your desirability as a tenant.

### **Prepare a Renter's Resume and a Credit Report**

A renter's resume contains much of the information you will need to complete an apartment application on the spot. Include such information as your bank account numbers and bank addresses; credit card number; vehicle make, model, and plate number; present and previous addresses along with names of past landlords; emergency contact name, phone number, and address. (See Appendix at page 32 for example of Renter's Resume)

Landlords will often ask for your credit report as a part of an application. Even though some landlords insist that they conduct the report themselves and collect a fee from you, it can save time and money to have a report on-hand just in case the landlord accepts it. For more information on credit reports and vendor letters for international students who cannot obtain credit reports, please see the credit report section beginning on page 17 of this guide.

# 3 The Housing Search

## Locating a Place to Live

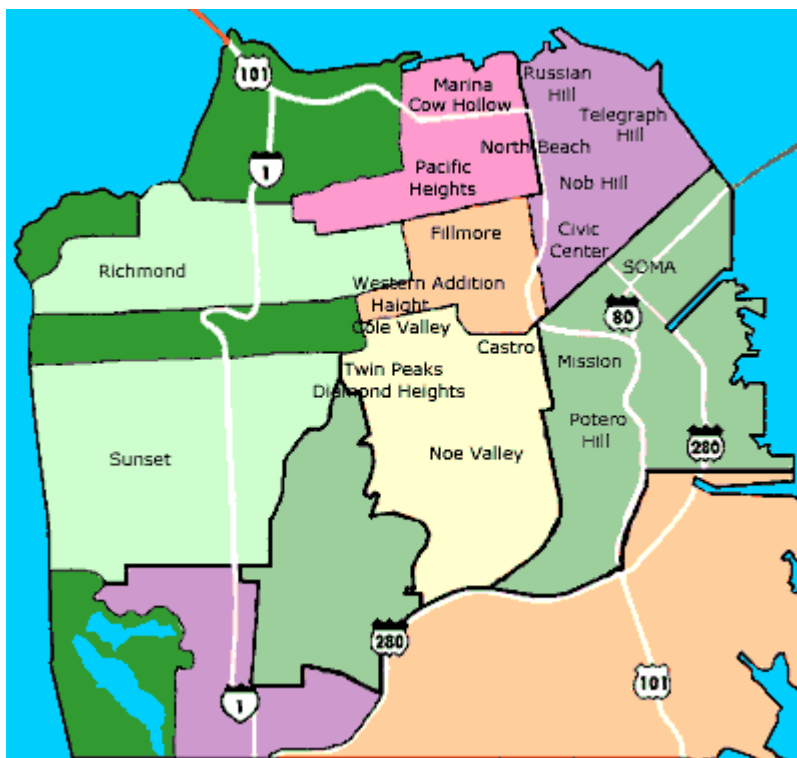
San Francisco offers a variety of neighborhoods to make your home. Looking for housing in the city, however, can be a challenge. The following tips may help you in maintaining a competitive edge in your search for an apartment.

## San Francisco Housing Descriptions

- Flat: an entire floor of an older building with a private entrance
- Apartment: several units on the same floor with a common entrance
- Studio: three-room unit consisting of a combined living room and bedroom, a kitchen and a bathroom
- Jr. One-Bedroom: studio apartment with a sleeping alcove
- Efficiency Apartment: smaller than a studio; kitchen is usually very small or part of the living area
- In-Law: apartment unit added to and separate from a single family home

## San Francisco Neighborhoods

San Francisco offers many unique neighborhoods in which to live. Although the following descriptions are general, they will help to familiarize you with the various neighborhoods available in the city. Below is a map to help you refer to the locations of each district. Other excellent map guides to San Francisco can be found at [maps.google.com](http://maps.google.com) and [www.sfmuni.com](http://www.sfmuni.com).



### Richmond/Sunset

Row after row of rental units predominate in these two neighborhoods separated by Golden Gate Park and extending west to the Pacific Ocean. Rolling fog often covers this flat, residential district. Two-story homes partitioned into apartments and flats are common in the Richmond, which runs the avenues north of the park. The Sunset runs south of the park and is similar to the Richmond, except with more hills. The USF campus is located in the Inner Richmond. The UC San Francisco campus sits at the northeastern edge of the Sunset, bordering the Haight. The atmosphere is suburban and community oriented with excellent proximity to Golden Gate Park. Approximately 30-40 minute bus ride to USF.

### Cole Valley/Haight

The Haight is located below Golden Gate Park's Panhandle. Most rentals in the area consist of large Victorians, many of which have been restored. Some of the more upscale rentals are located in nearby Cole Valley and Ashbury Heights. The Lower Haight has recently experienced a renaissance and is a haven for the young arts crowd. The atmosphere is laid back and casual with a 1960s countercultural vibe. Approximately 15 minute walk or bus ride to USF.

### Twin Peaks/Diamond Heights

At the upper end of Market Street, the highest point in the city, you will find a residential area with modern buildings and condominiums clinging to steep and often foggy and windy hills. Diamond Heights is located southwest of Twin Peaks, offering a similar residential neighborhood. Diamond Heights has a convenient shopping center. Parking is fairly easy in both neighborhoods, and many buildings offer garages and carports. This area can be one of the coldest and foggiest areas of the city at times. Approximately 40 minute bus ride to USF.

### Western Addition

The Western Addition, is the area east of Masonic, south of Geary Boulevard, and north of Haight Street. This part of the city is generally more affordable than many of the more upscale neighborhoods. It is very close to campus and the atmosphere is very residential. Approximately 5 minute bus ride to USF.

### Civic Center

Although this area of town is most closely associated with City Hall, Louise M Davies Symphony Hall, and the War Memorial Opera House, apartments are also available. The area centers around Van Ness Avenue, Market Street and City Hall and includes a variety of rental housing. The atmosphere is lively during the day but quieter at night. Approximately 25 minute bus ride to USF.

## Tenderloin

In between the Civic Center and the Financial District, the Tenderloin is one of the most affordable districts in San Francisco. However many students do not live there because of safety and security concerns. Renters here need to be “city-smart” in order to live comfortably and safely in this area. Approximately 15-20 minute bus ride to USF.

## Castro

Located at the upper end of Market Street, “the Castro” is home to the city’s gay and lesbian community as well as many young single people. A variety of restored Victorian and modern housing dwellings fill the neighborhood and surround the busy Castro Street shopping and night life district. The atmosphere is vibrant, youthful and fun. Approximately 30 minute bus ride to USF.

## Noe Valley

Located in the valley on the east side of Twin Peaks and south of the Castro, Noe Valley is a highly sought after area to live. The community atmosphere and renovated Victorians attract families, young professionals, and students. Turnover tends to be lower here than in other districts. Noe Valley is also known for the popular 24<sup>th</sup> Street shopping district. Approximately 45 minute bus ride to USF.

## Mission

Home to the Hispanic, Latino, Filipino and Vietnamese communities of San Francisco, the Mission district is often sunny when the rest of the city is shrouded in fog. Located south of Highway 101 and Market Street, the Mission is one of San Francisco’s oldest neighborhoods. Local attractions include spicy taquerias, painted wall murals, Mexican bakeries, colorful variety stores, the original Levi Strauss factory, and the historic Mission Dolores. Rental prices tend to be on the lower-to-moderate end of the scale, relative to San Francisco prices. The atmosphere is dynamic with lots of people around day or night. Approximately 45 minute bus ride to USF.

## SOMA

South of Market (SOMA), a neighborhood in transition, is located south of the Financial District and Market Street. Though rents are often more affordable than other parts of the city, the area is under tremendous growth and redevelopment, a factor which will likely mean higher rents in the future. Many modern apartment complexes line the area immediately south of the Financial District; however, rents tend to be on the high end of the scale. The atmosphere is a blend of the new professional and industrial change. Approximately 45 minute bus ride to USF.

### Potrero Hill

Located in the southeastern corner of the city, Potrero Hill is filled with families and singles living in restored Victorians, stucco homes, adobe-style houses, and modern apartment complexes. This area often has the sunniest weather and the best views of the San Francisco skyline and the East Bay. Approximately 40 minute bus ride to USF.

### Pacific Heights

Perched above the Marina and the Presidio, this majestic area incorporates Laurel Heights and Presidio heights, which fronts the former Presidio Army Base. Since the early 1900s, the mansions of Pacific Heights have offered spectacular Bay views and lush landscapes to many of the city's most influential residents. Detailed Victorian apartments and luxury modern apartments are also available, usually at the upper end of the rent scale. Alta Plaza and Lafayette Park offer great views, tennis, and grassy retreats. Fillmore Street is the area's shopping district, along with upper Sacramento Street. Rental prices are more expensive here. Approximately 35 minute bus ride to USF.

### Cow Hollow/Marina

Occupying the northern tip of the city, the Marina district is generally a quiet, clean neighborhood. The Marina is a popular address among young professionals and lifelong residents. Rental prices are on the upper end of the scale, and apartments are available in charming older buildings or in modern facilities. Nearby Chestnut Street is a popular shopping and dining area as well as "hang out" spot. The Marina green is also nearby and is an ideal place for jogging, biking, or sunbathing along the waterfront. South of the Marina and across busy Lombard Street is Cow Hollow. The Union Street shopping area is the central hub of Cow Hollow, with classic Victorians that have been transformed into trendy restaurants, chic boutiques, and upscale coffeehouses. Approximately 40 minute bus ride to USF.

### Nob Hill

Along with most of the luxurious hotels in San Francisco, Nob Hill also has many of the city's most elegant apartment buildings. Downtown, North Beach, Fisherman's Wharf, and Chinatown are all within walking distance. Not surprisingly, rental prices tend to be higher here compared to the average San Francisco rent price. The atmosphere is trendy, touristy and colorful. Approximately 40 minute bus ride to USF.

### Russian Hill

With its wonderful Bay views and gardened cul-de-sacs, Russian Hill is primarily residential. Russian Hill is considered prime property, and the rents will reflect this economic fact. Nearby Polk Gulch incorporates two miles of boutiques, restaurants, nightspots, and coffeehouses. Approximately 40 minute bus ride to USF.

## Telegraph Hill

The maze-like streets of Telegraph Hill offer views of the East Bay, Fisherman's Wharf, Downtown and even Twin Peaks. Chinatown and North Beach are located at the foot of the hill. At the top of Filbert Street is the famed Coit Tower. Rents are expensive, and parking is rather limited in this neighborhood. Approximately 45 minute bus ride to USF.

## North Beach

Narrow, awning-lined streets partition this historically Italian neighborhood, centered on Columbus Avenue between Broadway and Lombard streets. Rental units run the gamut here, from old apartment buildings to single-family homes and renovated flats. Nestled between Chinatown and Fisherman's Wharf, North Beach is known for Italian cafes, coffee-houses, saloons, trendy boutiques, Washington Square Park, and Sts. Peter and Paul Cathedral. The atmosphere is European and community oriented. Approximately 40 minute bus ride to USF.

## **Searching Tips**

THE UNIVERSITY OF SAN FRANCISCO PROVIDES THE FOLLOWING INFORMATION REGARDING HOUSING IN SAN FRANCISCO FOR YOUR CONVENIENCE. IT DOES NOT ENDORSE THE LISTED ESTABLISHMENTS, NOR DOES IT TAKE RESPONSIBILITY FOR THEIR CONDITION OR FOR ANY FINANCIAL AGREEMENTS YOU MAKE WITH THEM.

Start looking early, and give yourself at least thirty days to find housing. When you see a "For Rent" sign, be prepared to contact the landlord immediately.

Become familiar with the area in which you wish to live and what is available in your price range. Be realistic both as to your budget and as to what is available. Walk or drive through the neighborhood in which you desire to live and look for "For Rent" signs. San Francisco landlords often do not need to pay for classified advertising or agency listings in order to find renters. Visit your desired neighborhood at different times of the day to get a broader feel for the area's character and safety.

Check local newspapers, especially the San Francisco Chronicle, San Francisco Examiner, and the Bay Guardian for housing and apartment share listings. For the greatest number of listings, check the Sunday editions of the San Francisco Chronicle. You can search the Chronicle's rental listings online at [www.sfgate.com](http://www.sfgate.com).

## **Search Tools**

There are a variety of web-based resources (some free and some fee-based) that provide housing vacancies. Keep in mind that those associated with universities might restrict their listings to their students.

- <https://spirit2.usfca.edu/reslife/rent.htm> USF Rental Listings
- [www.housing.ucsf.edu](http://www.housing.ucsf.edu) UCSF Rental Listings
- <http://www.sfsu.edu/~housing/offcampus.html> SFSU Rental Listings
- [www.craigslist.org](http://www.craigslist.org)

- [www.housingmaps.com](http://www.housingmaps.com)
- [www.sf4rent.com](http://www.sf4rent.com)
- [www.apartments.com](http://www.apartments.com)
- [www.sfgate.com](http://www.sfgate.com) SF Chronicle Newspaper Listings
- [www.sfrenter.com](http://www.sfrenter.com)
- [www.roommates.com](http://www.roommates.com)
- [www.sfhomestay.com](http://www.sfhomestay.com) International Visitor Home Stay
- [www.rentalguide.com](http://www.rentalguide.com) Bay Area Rental Guide Magazine
  - This free guide is published biweekly and distributed at most supermarkets and where most newspapers are sold.
- [www.sfspca.org](http://www.sfspca.org) Society for the Prevention of Cruelty to Animals (SPCA)
  - The “Open Door Program” offers a list of pet-friendly apartments.

Some local realtors also offer apartment listings on their websites for free. However you may need to register or pay a fee to schedule a viewing of their properties.

- American Marketing Systems 2800 Van Ness Avenue  
415-447-2000; [www.amsires.com](http://www.amsires.com)
- Trinity Properties 333 Bay Street  
415-433-3333; [www.trinitymanagement.com](http://www.trinitymanagement.com)

## Short-Term Housing

When you first arrive in San Francisco you will likely need an immediate place to stay while you continue your search for more permanent housing. The following is a list of local hotels and residence clubs that you can contact to ease this transition. Remember that you communicate, contract, and do business with individuals, companies or firms at your own risk. The University shall not be held liable for any errors or omissions.

### Hotels in the USF Vicinity

- Carl Hotel 198 Carl St. 415-661-5679 \$59-\$130/night  
[www.carlhotel.citysearch.com](http://www.carlhotel.citysearch.com)
- Geary Parkway Motel 4750 Geary Blvd. 415-752-4406 \$70-\$80/night
- Laurel Inn 444 Presidio St. 415-567-8467 \$145-\$165/night  
[www.jdvhospitality.com/hotels/hotel/8](http://www.jdvhospitality.com/hotels/hotel/8)
- Monarch Hotel 1015 Geary Blvd. 415-673-5232 \$79-\$89/night  
[www.themonarchhotel.com](http://www.themonarchhotel.com)
- Miyako Hotel 1625 Post St. 415-922-3200 \$189 and up/night  
[www.jdvhospitality.com/hotels/hotel/361](http://www.jdvhospitality.com/hotels/hotel/361)
- Monte Cristo Hotel 600 Presidio St. 415-931-1875 \$83-\$98/night  
[www.virtualcities.com/ons/ca/b/cab3504.htm](http://www.virtualcities.com/ons/ca/b/cab3504.htm)
- Queen Anne Hotel 1590 Sutter St. 415-441-2828 \$129-\$295/night  
[www.queenanne.com](http://www.queenanne.com)

- Seal Rock Inn 5445 Point Lobos 415-752-8000 \$110-\$138/night  
[www.sealrockinn.com](http://www.sealrockinn.com)
- Stanyan Park Hotel 750 Stanyan St. 415-751-1000 \$140-\$160/night  
[www.stanyanpark.com](http://www.stanyanpark.com)
- Travel Lounge 655 Ellis St. 415-771-3000 \$69-\$79/night
- Victorian Inn 301 Lyon St. 415-931-1830 \$159-\$199/night

### Hotels in the Downtown Area

- Cathedral Hill Hotel 1101 Van Ness Ave. 415-776-8200 \$109 and up/night  
[www.cathedralhillhotel.com](http://www.cathedralhillhotel.com)
- Cartwright Hotel 524 Sutter St. 415-421-2865 \$109 and up/night  
[www.cartwrighthotel.com](http://www.cartwrighthotel.com)
- Ft. Mason Youth Hostel 240 Fort Mason 415-771-7277 \$22.50/night  
[www.sfhostels.com/locations/fishermans\\_wharf.php](http://www.sfhostels.com/locations/fishermans_wharf.php)
- Handlery Hotel 351 Geary St. 415-781-7800 \$129-\$240/night  
[www.handlery.com/sf](http://www.handlery.com/sf)
- Hilton Hotel 333 O'Farrell St. 415-771-1400 \$169-\$229/night  
[www.hilton.com](http://www.hilton.com)
- Holiday Inn 1500 Van Ness 415-441-4000 \$159-\$279/night  
[www.ichotelsgroup.com](http://www.ichotelsgroup.com)
- Hotel Cosmo 761 Post St. 415-345-4154
- Orchard Hotel 665 Bush St. 888-717-2881 \$169 and up/night  
[www.theorchardhotel.com](http://www.theorchardhotel.com)
- Pickwick Hotel 88 Fifth St. 415-421-7500 \$129-\$260/night  
[www.thepickwickhotel.com](http://www.thepickwickhotel.com)
- Powell Hotel 28 Cyril Magnin 800-368-0700 \$115-\$125/night  
[www.thepowellhotel.com](http://www.thepowellhotel.com)
- Ramada Plaza 1231 Market St. 415-626-8000 \$116-\$260/night  
[www.ramadaplazasf.com](http://www.ramadaplazasf.com)
- S.F. City Center Hostel 685 Ellis St. 415-474-5721 \$22-\$29/night  
[www.hostels.com/en/availability.php/HostelNumber.1827](http://www.hostels.com/en/availability.php/HostelNumber.1827)
- Vintage Court Hotel 650 Bush St. 415-392-4666
- YMCA Central 220 Golden Gate Ave. 415-885-0460 \$43.62-\$62.16/night  
[www.centralymcasf.org](http://www.centralymcasf.org)

Residence Clubs are private rooming houses where students from many schools stay. Rates usually include two meals per day and housekeeping service. Rates may vary according to room size, whether private or shared, and the type of bath. Rates are usually for a weekly basis and can range from about \$200.00 - \$1,000.00 per week. Reservations should be made in advance. Residence clubs are typically hotels licensed to operate in the State of California.

### Residence Clubs

- The Cornell 715 Bush St. 415-421-3154 \$80-\$170/night  
[www.cornellhotel.com](http://www.cornellhotel.com)

- The Harcourt Hotel 1105 Larkin St. 415-673-7720  
[www.harcourthotel.net](http://www.harcourthotel.net)
- The Kenmore 1570 Sutter St. 415-776-5815 \$190-\$375/week  
[www.kenmorehotel.us](http://www.kenmorehotel.us)
- The Monroe Hotel 1870 Sacramento St. 415-474-6200 \$190-\$325/week  
[www.monroeresidenceclub.com](http://www.monroeresidenceclub.com)
- S.F. Residence Club 851 California St. 415-421-2220
- Vantaggio Suites 835 Turk Street 415-922-0111 \$350-\$465/week  
[www.vantaggiosuites.com/sf/sf\\_turk.html](http://www.vantaggiosuites.com/sf/sf_turk.html)

## Apartment Listing and Locator Services

Apartment listing services, also known as prepaid rental listing services, sell lists of available rental units in San Francisco. In recent years, craigslist and the internet have changed the way many of those services do business in San Francisco. Most now offer free listings with the option of paying for more exclusive listings or more individual help in finding a unit. Some locator services charge a percentage of your first month's rent. A typical percentage amount is 75-100%. Locator services that charge a commission state that they offer clients more assistance in actually finding an apartment than do listing agencies. You will want to compare services, and then decide which agency, if any, will serve your needs. Before you sign a contract with a rental listing service or pay for information about available rental units ask:

- Is the service licensed by the State of California?
- How current is the list of rentals?
- What is the minimum number of rentals you can expect upon first signing up?
- How much of the fee paid is refundable if you do not find a rental unit from the list you bought or if you rent from another source?
- What is the process for requesting a refund?

Your written agreement should include all of the above information.

Metro Rent is one of the last such locator services and can be reached at:

Metro Rent 2021 Fillmore Street (at Pine)  
415-563-7368; [www.metrorent.com](http://www.metrorent.com)

## Finding the Right Roommate

Keep in mind that your standards for comfort will most likely be different from those of other people. Even if you know someone well and you feel that you both get along well with each other, that does not guarantee that you will live together problem free. So, the issue is not whether or not you will have disagreements, but how will you handle and resolve those disagreements. Consider a few things:

- Has the person or persons that you are thinking about sharing a unit with ever lived off-campus before?

- Have they ever had utilities in their name or even a checking account in their own name?
- If they did live off-campus previously, do they describe it as a positive or negative experience and why?
- What did they learn, if anything, from their experiences?

Do not rush into any situation without taking a bit of time to decide what is best for you. By doing this, you will undoubtedly save yourself some headaches in the future.

## Beginning a Search for a Roommate

Students frequently call the Office of Residence Life asking if there are any students looking for a roommate. One of the first steps to finding a roommate that is right for you is determining your style of living. Are you messy? Are you clean? Do you smoke or have pets or neither? Are you quiet or social? You should try to be as specific as possible when searching for roommates.

The Office of Residence Life maintains a Roommate Networking Database where you can post this type of information about yourself or browse for roommates at <https://spirit2.usfca.edu/reslife/roommate.htm> Please call 415-422-6824 during business hours or email [orl@usfca.edu](mailto:orl@usfca.edu) if you would like to post your information.

Graduate students can also contact their academic department to see if they have a list of current students in their program who are seeking roommates.

## How to Call a Landlord

The first phone call you make to your potential landlord is likely the most important. Usually you will need to leave a message. Here are some tips to help make the call-back happen.

- Speak slowly and clearly
- Give them your phone number early in the message and then repeat it before you hang up
- Give a quick indication of your ability to support yourself financially
- Use your "status" as much as possible. If you are a graduate student, emphasize that fact in the phone call. If you are an undergraduate, use words like "third-year student" or "upper division student" to distinguish yourself from freshmen
- Try to give small details like what area you are moving from or what you are studying. This can establish instant rapport with the landlord, especially if you have something in common
- Give a reason why you are interested in the rental unit: proximity to campus, the beauty of the area, etc.
- Be polite, informative and to the point

## **Meeting the Landlord**

### Make an Appointment

Landlords usually require prospective tenants to schedule an appointment to view the property. Arrive on time to help make a positive impression. If you cannot make the appointment, call the landlord to reschedule or cancel. This simple courtesy may make the difference between you and another prospective tenant.

### Be Presentable

Landlords want to rent to people who “look” as if they will make good tenants. Attention to your attire may improve your chances when there are several applicants competing for the same housing unit.

### Complete the Application First

If you are interested in a particular unit and there are many other prospective tenants viewing it, ask to complete the application before you actually give the unit a thorough view. You can always decline the unit later. If there is an application fee (usually nonrefundable), then first make sure that you want that particular unit.

### Bring Your Checkbook

Desirable units can move off the market very quickly, so be prepared to pay rent the day you inspect a place, as most landlords are not inclined to “hold” rentals for tenants. Be prepared to pay (a) a deposit to hold the unit, (b) an application fee, often for credit checks, and (c) move-in fees such as first month’s rent and a security deposit. If you do not have a checking account you can consider bringing a money order or cashier’s check that would cover advertised initial deposits or fees.

## **4 Before Signing the Lease**

### **Applying for a Rental Unit**

Most landlords will ask you to complete a rental application form, which is not the same as a rental agreement. The rental application is similar to an employment or credit application. The application will typically ask for the following information:

- Names, addresses, and telephone number
- Current and past landlords, current and past employers, and references
- Social Security and driver’s license numbers
- Bank account and credit card numbers and addresses
- Financial information regarding your ability to pay the rent (e.g., monthly income)
- Names of people who will be living in the unit

A landlord may ask about information that reflects on your ability to pay the rent; however, combined federal, state and local laws prevent landlords from discriminating against classes of people on arbitrary bases (e.g., race, gender, age, family status). Questions or concerns about discrimination should be directed to the State of California’s Fair Employment and Housing Department (800-233-3212; [www.dfeh.ca.gov](http://www.dfeh.ca.gov)).

## Inspecting the Property

When viewing a rental unit, be prepared to inspect for problems or damages. Take note of how the property has been cared for and how the landlord responds to your questions or concerns. If the law requires that the landlord repair the problems, inquire when the landlord intends to make the repairs. If the landlord is not required to make the repair, write a detailed description of the problems and ask the landlord to sign the description.

Some landlords include an inventory checklist with the lease. Make sure that you and the landlord complete and sign the inventory checklist together. Keep a copy for your own records and add to it within the first week of moving in if you find other problems in the unit. Give a copy of the updated list to the landlord. If possible, take pictures before you move in.

Look for the following problems when you inspect any rental unit:

- Cracks in the floors or walls
- Signs of leaking or water damage
- Signs of rust in water taps (turn on faucets)
- Leaks in bathroom or kitchen fixtures
- Lack of hot water (check size of hot water tank)
- Defective heating or air conditioning
- Improper ventilation and lighting
- Defects in electrical wiring and fixtures
- Damage to flooring and carpeting; including stains and tears
- Damage to furnishing and window coverings
- Unpleasant odors such as mildew or pests
- Broken appliances (turn on burner, garbage disposal, refrigerator, other appliances)
- Bug or rodent infestations, especially in cabinets, under sinks and around baseboards

See Appendix at page 33 for a Sample Inventory Checklist that you can use.

Other things to check or ask about:

- Is there enough closet or storage space?
- Are on-site laundry facilities available?
- Is there a fire escape?
- Does the unit have at least one smoke detector?
- Ask about the painting schedule. If the landlord promises to paint the unit before you move in, get this in writing.
- Check the conditions of public areas, such as entrances and hallways; they are good indicators of the quality of maintenance you can expect.
- Check to see if there is sufficient overhead lighting or if you would have to provide supplemental lighting.
- Is the rental unit in a safe area? Visit the neighborhood at night to get a feel for the area.

Exterior doors should:

- Be solid core wood or metal
- Fit the frame tightly (no more than 1/8" clearance)
- Have hinges on the inside, not the outside
- Have a peephole
- Not be blocked by trees or shrubs

Windows and sliding glass doors should:

- Be reinforced by a solid strip of wood (e.g. broom handle) in the track
- Have bars if easily accessible by the public
- Have key locks or interior window locks

Housing Security Checklist

- Are the building and grounds well maintained?
- Are the stairways, sidewalks, and parking areas well lighted?
- Is there an intercom system?
- Are the exterior doors kept locked?
- What type of security does the unit have (door knob locks, deadbolt lock, peephole etc.)?
- Are curtains, blinds or shades provided?
- Are there sturdy locks on all windows?
- Does the door fit tightly in the doorframe (no more than 1/8" clearance)?
- Do trees, weeds, or bushes obscure doors and windows?
- Are there abandoned buildings and/or graffiti on buildings in the neighborhood?

## **Depositing Money to Hold a Rental Unit**

If you agree to rent an apartment but are not going to move in immediately, the landlord may ask you for a holding deposit. This is a cash deposit to hold the unit, usually for a stated amount of time, until you pay the first month's rent and any security deposits. If you change your mind about moving in, the landlord may be able to keep your deposit.

Ask the following questions before paying any deposit:

- If you decide to rent the unit, will the holding deposit be applied to the first month's rent?
- Is any of the holding deposit refundable if you change your mind about renting?
- Ask for a deposit receipt.

## Understanding Security Deposits

A security deposit is an amount given to the landlord to guarantee that you will fulfill the terms of the rental agreement and that you will leave the unit in good condition. Almost all landlords in San Francisco charge a security deposit. It might be labeled “last month’s rent,” “security deposit” or “cleaning deposit,” or may combine the last month’s rent plus a specific amount for “security” in the event of damage to the unit.

There is no such thing as a “non-refundable” deposit, even if landlords call them cleaning deposits (or anything else, for that matter). All money, except money that goes toward rent, which you are required to pay up front should be paid back to you, assuming the rental agreement has been honored.

Regardless of what the security deposit is called, state law limits the amount a landlord can charge. **The total amount cannot be more than the equivalent of two month’s rent for an unfurnished rental unit or three month’s rent for a furnished unit.** The landlord will typically require you to pay this amount in addition to your first month’s rent.

The San Francisco Administrative Code requires landlords to pay simple interest on security deposits unless the rent is subsidized by any government agency. The rate is currently 3.7% on money held over a year. Check [www.sfgov.org/rentboard](http://www.sfgov.org/rentboard) for updates. Many landlords, rather than paying the interest directly to you, take the interest amount off your rent. Security deposits are refundable under California law.

Make sure that your rental agreement clearly states that the landlord received a security deposit from you and accurately reflects how much you paid. Always obtain a receipt for a security deposit.

The law allows landlords to retain part or all of your deposit under certain circumstances. They include compensation for the following:

- Outstanding rent that you did not pay
- Cleaning the unit after you move out, if the unit was not left as clean as when you moved in
- Replacing or restoring furniture, furnishings, keys or other items belonging to your landlord
- Any damage beyond ordinary wear and tear
- If you vacate the unit without properly giving your landlord written notice 30 days in advance

Within 21 days after you move out, your landlord must either (a) send you a full refund of the security deposit or (b) send you an itemized statement that lists reasons for and amount of any deductions from the deposit. Security deposit refunds must also include any unpaid interest.

To make sure that you receive the proper amount of money back at the end of your lease, you must prepare at the beginning of the lease. Make sure that everything functions properly in the apartment. If something needs to be repaired in the unit, notify the landlord

in writing. Taking pictures is also important, in case you need to provide documentation later.

If your deposit is not returned and you believe you have done everything correctly, here's what you can do:

1. Write a letter to the landlord demanding your deposit and tell the landlord that he/she is in violation of California Civil Code, Section 1950.
2. If the landlord does not respond, fill out a form for Small Claims Court. If the landlord still refuses to return the deposit within 21 days, you may be entitled to an additional penalty charges if you can prove the landlord acted in bad faith. The burden of proof is on the landlord, meaning he/she must be able to prove why he/she is not returning your money.

Small Claims Court is used to settle claims under \$7,500 without the delay and cost of going through a normal court process. While you do not need an attorney for Small Claims Court, it is nevertheless important to have appropriate documentation such as letters, receipts and photographs. So from the start of your tenancy, keep all correspondences between you and your landlord. For more information on Small Claims Court, call 415-551-4000 or visit [www.ci.sf.ca.us](http://www.ci.sf.ca.us).

## Credit Reports

The landlord is likely to use your rental application to check your credit history and past landlord-tenant relations. Many landlords use a credit bureau or a credit reporting service in making the decision to rent to tenants. A landlord will not usually give a reason for refusing to rent to you. If the decision, however, is based on negative reports from a credit bureau or credit reporting agency, ask the landlord to give you the name of the credit bureau or credit service so that you may check the accuracy of the report and correct any errors.

Some landlords may ask you to pay for a credit report. You should ask the following questions before agreeing to pay a credit-report fee:

- Will the fee be applied to the first month's rent if your credit is positive and the landlord selects you as a tenant?
- Will the fee be returned to you if your credit is positive but the landlord rents to somebody else?
- How long will the credit report take?
- Is your fee refundable if the credit report takes too long and you are forced to rent another place?
- If you decide to pay the credit report fee, any terms regarding a refund or credit should be in writing. This will help avoid any potential disagreement with the landlord about a refund.

California law stipulates that landlords can collect a maximum fee of \$30 for a credit report. The landlord must also provide a receipt that itemizes how the money is spent on the report, give the applicant a copy of the credit report if requested, refund any unspent portion of the fee, and return the entire fee if a background check is not performed.

Federal law also allows each person one free credit report per year. So a good strategy when applying to many apartments during your search is to use that free report and make copies of it to hand out as a part of your application to each apartment. See [www.ftc.gov](http://www.ftc.gov) or [www.annualcreditreport.com](http://www.annualcreditreport.com) for more information.

## **International Students and Credit Reports**

Without a U.S. Social Security Card number it is impossible to obtain a credit report from a U.S. credit bureau. A credit report shows present and past addresses, a history of bill payments, and currently open credit cards and their balance and payment history in order to determine credit worthiness. Landlords may be adverse to accepting tenants who cannot provide a U.S. credit report or other familiar proof of income and assets. Therefore, for a landlord who is not used to renting to international students without credit reports, an extra explanation that you have adequate financial resources to pay for academic and living expenses can be extremely helpful.

The International Student Services Office may be able to assist you by providing you with a letter of financial support stating that USF verifies that you have access to sufficient financial resources which have been used to pay your tuition and living expenses. Contact the International Student Services Office to request this Vendor Letter at [iss@usfca.edu](mailto:iss@usfca.edu).

## **Making a Rental Agreement**

You and your landlord will enter into a lease or a periodic rental agreement (month-to-month). Unless the written agreement states otherwise, the rental period is the amount of time between rental payments. The tenancy expires at the end of each period for which rent has been paid and is renewed with the next payment of rent. In other words, every month your tenancy expires at the end of the month, you renew your tenancy with the payment of rent. Even a month-to-month rental agreement will spell out the amount of time that a landlord must give the tenant for such changes as raising the rent or ending the rental agreement. Likewise, the rental agreement will indicate the required length of notice that the tenant must give before moving out.

A lease usually creates a longer rental term than a periodic agreement. Most residential leases are for six months or a year, though rent is usually paid monthly. If you have a lease, your rent cannot be raised while the lease is in effect, unless the period of the lease expires for certain reasons, such as failing to pay rent or damaging the property. A lease may be difficult for you to break, especially if the landlord cannot find another tenant to take over the lease. Before you sign any lease agreement, read it carefully and make sure you understand the terms of the lease. If you have questions about any conditions in the lease, take the document to someone who is qualified to give legal advice.

The rental agreement should contain the following:

- The period of tenancy
- The date rent is due
- The amount of any late charges
- Whether or not pets are allowed

- The number of tenants allowed
- What utilities, if any, are included in the rent
- Whether or not exterminations are part of regular maintenance
- Whether or not a security deposit is required and how much
- Who is responsible for maintenance and repairs

Always ask for a copy of the completed agreement after you and the landlord have signed it. Keep the copy in a safe place.

## **5 After Signing the Lease**

### **Maintaining Your Rental Unit**

According to state law, a rental unit must be fit to live in, or “habitable.” The landlord, therefore, is responsible for repairing conditions that seriously affect the rental unit’s habitability as well as materially affecting tenants’ health and safety. For less serious repairs, the rental agreement may state that the landlord or the tenant is responsible for maintenance. Basic requirements that the landlord must meet include the following:

- Roofs and walls must not leak
- Doors and windows must not be broken
- Plumbing and gas must work
- Hot and cold water must be provided
- Sewer and septic system must be connected and operating
- Heater must work and be safe
- Floors, stairways, and railings must be maintained and safe
- Lights and wiring must work and be safe
- There must be enough cans and bins with covers for trash
- When you first move in, the rental unit must be clean, with no trash, rodents or other animals or pests

If you believe your rental unit needs repairs and that the repairs are the landlord’s responsibility, you should notify your landlord by both a telephone call and a letter. Keep a copy of the letter for your records. (See Appendix at page 35 for a sample letter). In most situations, you should allow our landlord thirty days to make the repair for which he or she is responsible. If the landlord does not make the repairs, and does not have a reasonable justification for not doing so, you may have several remedies. You may wish to contact an attorney, file a petition with the Rent Board, or call the city building inspector for assistance with remedies. Your landlord cannot evict you for complaining or contacting the Rent Board regarding needed repairs.

If you notify your landlord with a letter of needed repairs and the landlord does not respond in 30 days, you may make the repairs yourself and deduct the cost of the repairs from your rent provided they do not cost more than twice your monthly rent. Whatever you do, DO NOT stop paying your rent if your landlord does not make needed repairs, because then your landlord may have grounds to evict you.

## Renter's Insurance

Your belongings are not covered under the landlord's insurance policy. Renter's insurance protects against property losses such as losses from theft, fire, vandalism or water damage. In addition to property coverage, renter's policies typically offer protection against personal liability, guest medical benefits, additional emergency living expenses and credit card protection.

### Do you Need Renter's Insurance?

Many tenants believe their landlord's insurance policy covers their personal property, but in fact, it does not. If you were a victim of fire or theft, could you afford to replace your clothing, TV, stereo, computer and other personal property? Renter's Insurance helps you protect your valuable possessions in the event of loss or damage. Some students choose to be covered by their parent's homeowner's insurance. Often, that policy does NOT cover rentals in case of fire. If you are considering coverage through a parent's policy, check with the insurance agent about the specifics of the coverage.

### Replacement Cost

How much will it cost today to replace property stolen by a burglar or damaged by fire? If the depreciated value of your property in the fair market is much less than the replacement cost, it is wise to buy insurance that pays for replacement cost.

### Loss of Use

Many policies include a dollar limit for rentals if fire forces you from your home. Check your lease to see how long you have agreed to wait after a fire for your landlord to make your apartment livable again. Most leases say 30 days, but some have 45, 60, 90, or even 120 days. Be sure your "loss of use" coverage is enough money to pay for the rental for the amount of time you've agreed to in your lease, plus a few additional days to shop for a new unit, in the event that the landlord is unable to make the unit habitable within the time specified in your lease.

### Deductible

This is the amount you pay before the insurance company will cover the claim. Most renter's insurance policies have a deductible of \$100 to \$250. Usually your premium (the amount you pay for the policy) is higher if your deductible is lower.

### Amount of Coverage

How much would it cost to replace everything you own: television, computer, clothing, books, bike, etc? Add the cost of the temporary rental in case of a fire, and that would be the amount of coverage to buy. Most young tenants who rent furnished apartments and do not have a lot of property buy a \$10,000 policy. If you own your own furniture or have more than one computer or own other expensive items (e.g., jewelry, works of art, big screen TV) you may need a larger policy.

## Water Leaks

Be sure to ask your agent if damage to property from roof or pipe leaks or other water damage is covered. Other than fire and burglary, the most common complaints about property damage involve water leaks.

## Sewer Backups, Water Seepage, Flooding

These are often exempt from a standard insurance policy. If you are renting a basement apartment or house with a basement, you may need to purchase an additional rider to your policy to cover damage from flooding, water seepage and sewer backups.

In the event of an earthquake, you may not be covered by your Renter's Insurance policy. Check your policy.

## Finding the Right Insurance Plan for You

If you decide that renter's insurance is for you, first determine the value of your property and how much coverage you want to purchase. Obtain quotes from several insurance carriers. The price will often depend upon where you live, the size or number of units in your building, your credit history, the amount of deductible, and how much coverage you want. Some companies that offer auto or other insurance will also offer renter's insurance to their current policy holders at reduced rates. For more information contact the California Department of Insurance: 800-927-4357; [www.insurance.ca.gov](http://www.insurance.ca.gov)

## **Subletting or Assigning Your Unit**

Subleases are typically used when you want to (a) rent a room in your apartment to someone else (a subtenant) or (b) rent your apartment for a specified period of time (e.g., summer break). A sublease is a separate rental agreement between the original tenant and a new tenant who move in to share the rent. With a sublease, the agreement between the original tenant and the landlords remains enforceable, and the original tenant is responsible for paying the rent to the landlord. Any understanding with a subtenant should be put in writing and consistent with the terms of your rental agreement.

Many rental agreements and leases contain a provision that prevents tenants from subleasing rental units. In that case, you will need your landlord's permission before you sublease or assign the rental unit. Even if your rental agreement does not contain such a provision preventing you from subleasing or assigning, you would be wise to discuss your plans with your landlord in advance.

An assignment can be used where the original tenant needs to move permanently before the lease expires. Under any assignment, it is important to clarify who will be solely or jointly responsible to the landlord: the new tenant, the original tenant or both of them. Both tenants and the landlord should make a written agreement that clarifies any new assignments of responsibility.

To prevent problems between a tenant and subtenant, it is important that a clear written agreement be drawn up that spells out the exact terms of the subtenancy. Tenants who sublease their units may not charge the subtenants more than the total amount of rent the tenant currently pays to the landlord. (See Appendix at page 36 for example of sublease agreement).

## **Subtenants' Rights: What to Know**

As a subtenant who may be renting for a short period of time, it is important to know your rights. First and foremost, you must make sure the original landlord is allowing the tenant to sublease to you. If a tenant rents to you when a lease or rental agreement prohibits it, the landlord can evict BOTH the tenant and you, the subtenant. Ask to see a copy of the original lease to make sure you are legally able to sublease. In most situations, you will not sign a lease with the original landlord (you will deal directly with the tenant), but the original landlord may require you, the subtenant, to sign a separate rental agreement, giving you all the rights and responsibilities of a tenant.

### Master Tenants and Subtenants

A tenant may choose to rent out part of a unit to another tenant if their lease allows for it. This is called an apartment share. The master tenant is the person who originally moved into the unit and signed an agreement with the landlord, who is now renting part of the unit to another tenant. The subtenant is the person who pays rent to a master tenant and has no relationship with the landlord. Co-tenants, or simply roommates, are equal tenants who are both on a lease agreement with the landlord.

### Subtenants Rights with a Landlord

If a landlord gains "actual knowledge" (e.g., accepting a rent check, getting a letter, doing a credit check etc.) of a subtenant and does nothing about it for 60 days, the subtenant is treated as a co-tenant for the purposes of eviction and rent increases and has the same rights as a normal tenant. If the landlord gives notice to the subtenant within 60 days of "actual knowledge" that he/she recognizes the subtenant merely as an "occupant" and not a tenant, the subtenant remains a subtenant for the purposes of eviction and rent control. This means that when a master tenant is evicted or moves out, the landlord can increase the price of the unit to a fair market value because rent control rules do not apply. The subtenant will have to pay this higher price if he/she wants to remain in the unit.

## **Roommate Issues**

Most inter-roommate issues are not covered by state or local law. Basically, the law treats you as a household, not as separate individuals, which means that:

- If one roommate decides not to pay the rent one month, the other roommates have to make up the difference or the entire household could be evicted.
- The landlord does not have the power to evict only one roommate. He/she **MUST** evict the entire household if he/she wants one person out. Roommates cannot evict one another, (except where there is a clear Master/Subtenant relationship).

Each roommate's behavior reflects on the household as a whole unit. If you are having problems with a roommate, try to work them out through mediation. Community Boards in San Francisco provides FREE mediation services. They can be reached at 415-920-3820.

### Security Deposits and Roommates

Legally, landlords do not have to return the security deposit to anyone other than the person who originally paid that deposit on your lease. If your lease ends and that original person moves out while you stay, it is a good idea to have the landlord pay that person back and then pay your own deposit on a new lease if you want to stay.

### Roommate Agreements

Select your roommates carefully. There are legal, financial and personal implications to consider that will affect your living arrangement. The following are some issues that may cause conflict:

- Responsibility: housekeeping, cooking, etc.
- Study and Leisure Habits: noise level, entertainment, alcohol and drug issues, guests, etc.
- Payment: rent, utilities, groceries, etc.
- Standard of Living: cleanliness vs. messiness

## **A Successful Group Tenancy**

Discuss every aspect of living together, especially where there might be differences of opinion. Before signing a lease, have an honest and frank discussion on your expected living arrangement. Withholding your needs and expectations from housemates will only cause problems later on. Be sure to discuss such things as:

### Division of Rent

Establish who will occupy specific bedrooms and how the rent will be split per person. These issues are a source of frequent dispute and ought to be settled before tenants sign the lease and move in.

### Respect for Personal Property

Agree on the usage or non-usage of individual property, even trivial items such as shampoo and hairspray.

### Purchase of Food

Roommates must decide if food should be purchased for individual or communal consumption. If you decide that food should be bought for communal consumption, discuss how food will be purchased and prepared. For example, fix the amount each housemate will pay for food or a specific night for each housemate to prepare the communal meals.

### Decide how Often Food will be Purchased

Weekly, biweekly or monthly. Housemates should also agree if they will shop together or separately.

### Create a Plan for the Preparation of Food

If food will be purchased individually, designate areas for each person's food and a policy for consuming other people's food.

### Purchase of Household Supplies and Furniture

Draw up a list of household necessities and the amount each person will pay. There should be a provision made in advance for reimbursement and distribution if someone moves out or occupancy ends.

### Create a Policy for Entertaining Guests

Discuss whether fellow tenants may have overnight guests and how long guests may stay. As a courtesy to housemates and neighbors, be sure to set rules for you guests, especially when alcohol will be consumed. Discuss appropriate behavior and acceptable noise levels with your housemates and guests. Also, be aware that local ordinances prohibit high levels of noise, underage drinking, and disorderly conduct. Tenants can face hefty fines, eviction, or police intervention for violation of such laws.

### Consider the Possibility of Fellow Tenants Leaving

Even if you discussed your desires and expectations before you moved into your rental, housemates may still decide to move out. Everyone should talk about this possibility before moving in. Decide who will be responsible for finding a new tenant. Remaining housemates may feel they should have the right of filling the vacancy since they will be living with the new tenant. On the other hand, they may feel that the person moving out should bear the responsibility of finding a new tenant. Tenants should also check their lease agreements, since some landlords forbid subletting.

## **Managing Conflicts with Neighbors, Roommates and Strangers**

In San Francisco, where increased mobility means that people often do not know their neighbors, neighbor-to-neighbor disputes are not uncommon. The causes of these disputes are often quality of life issues such as noise, pets, fences, views, parking, and other annoyances. The Community Board Program of San Francisco, a nonprofit mediation service, offers these ten suggestions for managing conflicts with neighbors, friends and strangers. (Visit [www.communityboards.org](http://www.communityboards.org) for more information). These suggestions can also work when dealing with roommate conflicts.

### Talk Directly

Direct and respectful conversation is more effective than sending a letter, banging on the wall, or complaining to everyone else.

### Choose a Good Time

Try to talk in a quiet place where you can both be comfortable and undisturbed for as long as the discussion takes. Avoid approaching the person as he or she is leaving for work or after you have had a terrible day.

### Plan Ahead

Think about what to say in advance. State clearly what the problem is and how it affects you. Consider role playing the discussion with a friend before approaching the person.

### Do Not Blame or Name Call

Antagonizing the other person only makes it harder for him or her to hear you.

### Give Information

Do not judge or interpret the other person's behavior. Instead, give information about your own situation and feelings and how the person's behavior affects you.

### Listen

Give the other person a chance to tell his or her side of the conflict completely. Relax and try to learn and understand how the other person feels.

### Talk it Through

Get all issues and feelings out in the open. Do not leave out the part that seems too difficult to discuss.

### Work on a Joint Solution

Two or more people cooperating are much more effective than one person telling another to change. Be specific (e.g., "I will turn off my music at 10:00pm" is better than, "I will not play loud music anymore.")

### Follow Through

Agree to check with each other at specific times to make sure that the agreement is still working.

## Moving Out

To end a rental agreement, you must give your landlord proper *written* notice before the moving date. Your letter should include the date of the notice and the date you intend to move. Keep a copy of the letter for your records. If you cannot deliver the letter in person, send it by certified mail. The amount of notice you must give your landlord depends on your rental agreement. For the month-to-month agreements, you must give thirty days notice.

## Ending a Tenancy or Getting Evicted

Under San Francisco's rent control ordinance, the landlord must properly serve you with a notice stating one of the "just causes" for eviction allowed by the law. Just cause includes the following:

1. Non-payment of rent by the tenant
2. Violation of lawful obligation under the rental agreement by the tenant, e.g., habitually not paying rent on time
3. Tenant creating a nuisance or damaging property
4. Tenant uses unit for illegal purposes
5. Tenant refuses to renew a rental agreement which is materially the same
6. Tenant refuses landlord access to the unit as required by state or local law
7. Landlord or family member intends to move into the unit
8. Landlord plans to make capital improvements requiring tenant to temporarily vacate unit
9. Landlord seeks to sell the unit in accordance with condominium conversion rules
10. Landlord seeks to substantially rehabilitate or completely rebuild the unit
11. Landlord plans to demolish or permanently remove unit from the rental market
12. Landlord needs to temporarily evict tenant in order to rid unit of lead paint

In order to evict a tenant, the landlord must file an "unlawful detainer lawsuit." When a landlord files an unlawful detainer lawsuit, the tenant must usually file a response. The eviction process is a judicial procedure that does not permit the landlords to take the law into his or her own hands by locking the tenant out, taking the tenant's belongings, cutting off the utilities, or any similar action. In an unlawful detainer lawsuit, a hearing is held, and the parties are allowed to present evidence and explain their case. The court will determine if a tenant must be evicted. If your unit is not covered under rent control, a landlord must still give you proper notice to end a periodic tenancy (e.g., thirty day notice for a month-to-month agreement). When a fixed-term lease expires on a unit not under rent control, normally you are expected to move out right away.

## San Francisco's Rent Control Ordinance

The Board of Supervisors enacted the San Francisco Rent Ordinance in 1979 as emergency legislation to alleviate the city's housing crisis. The ordinance created the Residential Rent Stabilization and Arbitration Board (Rend Board) in order to safeguard tenants from excessive rent increases and, at any time, to assure landlords fair and adequate rents. Landlords may make annual rent increases in order to keep up with inflation, but the increases may not exceed seven percent.

The Rent Board employs hearing officers to conduct hearings in order to certify rent increases for capital improvements, arbitrate other rental increase adjustments by petition of either the landlord or the tenant, and conduct investigative hearings and evictions. Decisions by the hearing officer concerning any rent adjustment are final unless vacated by the Rent Board on appeal.

Staff of the Rent Board are not permitted to give any legal advice, nor can the staff provide information on general landlord and tenant matters outside the scope of the ordinance (e.g., rent withholding, tenant privacy/landlord entry, security deposits, harassment, and other related issues). For more information about the Rent Board and its services, call 415-252-4600, or visiting the office located at 25 Van Ness Avenue (at Market Street), Suite 320 (office hours 8:00 AM to 5:00 PM), or you can visit their website at [www.sfgov.org/rentboard](http://www.sfgov.org/rentboard). In addition, the Rent Board maintains a 24-hour recorded information line regarding major tenant topics.

## Rent Increases

The amount that landlords may increase rent is governed by the Rent Board. Each December the Rent Board calculates and publishes the allowable rent increase. The formula used is 0.60x the increase in the Consumer Price Index (CPI) as reported by the Bureau of Labor. Landlords must give tenants thirty day notice of rent increases, and the notice must include both the dollar amount and percentage amount of increase. Tenants may seek advice from the Rent Board regarding rent increases.

All housing in San Francisco is protected under rent control laws except:

- Buildings constructed after June 15, 1979
- Public or government subsidized buildings
- Hotels, if you have lived in the unit less than 32 days
- Single family homes and condominiums

## Tenant's Rights

Tenants are afforded certain rights. Some of the things a landlord cannot do include:

- Evict you without first going to court
- Turn off your utilities or services
- Lock you out or change the locks of your unit
- Harass you
- Enter your unit without your permission

If your unit falls under the protection of rent control, you may call the Rent Board to file a petition. Here are similar organizations that can provide you with further information:

- |  |              |
|--|--------------|
| • San Francisco Rent Board                       | 415-252-4600 |
| • Small Claims Court                             | 415-551-4000 |
| • Building Inspector/Housing Inspection Division | 415-558-6220 |
| • Health Department                              | 415-554-2500 |

## Resources for Further Information

California Department of Consumer Affairs. *California Tenants: A Guide to Residential Tenants' and Landlords' Rights and Responsibilities*. For a copy of this publication, visit the website at [www.dca.ca.gov](http://www.dca.ca.gov)

Community Boards Program of San Francisco. A nonprofit mediation service that assists in resolving community conflict. 3130 24<sup>th</sup> Street; 415-920-3820

The Housing Rights Committee of San Francisco. Free tenants' rights counseling and education; 415-703-8644; [www.hrcsf.org](http://www.hrcsf.org)

San Francisco Rent Stabilization Control Board or "Rent Board" 25 Van Ness Ave.; 415-252-4600; [www.sfgov.org/rentboard](http://www.sfgov.org/rentboard)

San Francisco Tenants Union. Advocacy for tenants' rights and affordable housing. 558 Capp Street; 415-282-6622; [www.sftu.org](http://www.sftu.org)

St. Peter's Housing Committee. Tenant Advocacy and education; 474 Valencia Street, Suite 156; 415-487-9203

*Tenants' Rights: California Tenants' Handbook* by Moskowitz and Warner (Nolo Press)

## **6 The Commute to Campus**

### **Commuting by Public Transportation**

MUNI (The San Francisco Municipal Railway) operates San Francisco's buses, subways, streetcars, and the historic cable cars. Wheel chair access varies per route, but all Metro (underground) stations are fully accessible. The following bus lines run near USF: 5 Fulton, 31 Balboa, 21 Hayes, 33 Stanyan, and the 43 Masonic. You can call Muni for route information at 415-673-6864 or visit their website to view system maps at [www.sfmuni.com](http://www.sfmuni.com).

BART (Bay Area Rapid Transit) rail lines link San Francisco with the East Bay and Colma. In San Francisco, trains run under Market Street with stops at the Embarcadero, Montgomery Street, Powell Street and the Civic Center stations. Trains run from 4:00 AM to midnight Monday through Friday, 6:00 AM to midnight on Saturdays, and 8:00 AM to midnight on Sundays. For more information, call BART at 415-989-2278; [www.bart.gov](http://www.bart.gov).

AC Transit buses connect San Francisco with East Bay Cities in Alameda and west Contra Costa counties including Oakland on Berkeley. In San Francisco, AC Transit buses depart daily from Transbay Terminal located at First and Mission Streets. For more information, call AC Transit at 510-817-1717; [www.actransit.org](http://www.actransit.org).

Caltrain provides rail service daily between San Francisco and San Jose. Trains are scheduled to accommodate commute travel. Fares vary with distance traveled. For more detailed information, call 800-660-4287; [www.caltrain.com](http://www.caltrain.com).

Golden Gate Bus Transit serves San Francisco and North Bay communities including Sausalito, Mill Valley, and points as far north as Santa Rosa. For fares and schedules, call Golden Gate Transit at 415-455-2000; [www.goldengatetransit.org](http://www.goldengatetransit.org).

Golden Gate Ferry Service provides daily service between the San Francisco Ferry Building and terminals in Larkspur and Sausalito. Ferries are wheelchair accessible. For more information, call Golden Gate Transit at 415-455-2000; [www.goldengateferry.org](http://www.goldengateferry.org).

Bay Area Transit Information Project maintains a web page outlining all of the above public transportation options with links to each site at [www.511.org](http://www.511.org).

## **Parking On Campus & Commuting Assistance**

### On-Campus Parking

Parking on the USF campus is by permit only. Permits are issued for specific lots. A lottery is held in the spring semester to assign students parking permits for the following academic year. The only permits that will be issued in the fall are for evening permits (in effect after 3:00 PM) and motorcycles. One-day parking passes may be obtained for a minimal fee at the Office of Public Safety. Please call Public Safety for more information, 415-422-4222.

### Parking Permits for Students with Disabilities

Students with temporary or permanent disability may be issued a special permit entitling them to park in designated zones marked by blue curb and signs. A valid parking placard issued by the State of California Department of Motor Vehicles and a USF permit are necessary to park in these spaces.

### Carpooling

The Office of Public Safety can help you form carpools with other students interested in sharing rides to campus. If you form a carpool of three or more riders, Public Safety will provide free parking on campus. Call Public Safety for more information.

### USF Shuttle

Public Safety operates a free shuttle to transport members of the University community around campus. Call Public Safety for a time schedule and map of service locations.

### Parking Off-Campus

Parking on streets surrounding USF is limited. The city requires Residential Parking Permits on most streets, except the campus-side of adjacent streets. Streets that require permits are limited to two-hour parking increments during the hours of 8:00 AM to 6:00 PM, Monday through Friday. All-day parking is allowed on some of the streets that immediately border USF. Check parking signs before attempting to park all day. Check especially for street cleaning days/times.

## Avoiding Off-Campus Parking Violations

When parking on a hill (a grade of 3% or more), your wheels must be curbed at a 45-degree angle and touching the curb. Most blocks in San Francisco are located on hills with grades greater than 3%. Parking breaks must be set in addition to curbing your wheels.

Only one car is permitted to park at a meter at any one time. When the meter expires, the car must be moved. If the meter is broken, the car still must be moved after the time limit posted on the meter has expired.

Sidewalk parking is illegal, even in your own driveway. The entire car must be on private property or properly parked at the curb.

Pay particular attention to street cleaning schedules as posted in parking signs. Be sure to also pay attention to “no parking” times as posted on parking signs. These times usually include morning or evening commute times.

Colored curbs have the following meanings:

- Red - no stopping or parking at any time
- Yellow - limited truck loading zones
- Green - limited periods of parking
- White - passenger loading and unloading areas
- Blue - parking zones for disabled

If your car is towed for parking violations you will need to contact AutoReturn, an independent contractor for the City’s towing services. No matter which lot your vehicle has been taken to, you will need to go to AutoReturn offices at 450 7th Street, between Bryant and Harrison, to settle your fees. The AutoReturn phone number is (415) 865-8200.

For any other questions about parking violations or driving regulations you can contact the local Department of Motor Vehicles at 1377 Fell Street. The DMV phone number is (800) 777-0133 and more information can be found at their website [www.dmv.ca.gov](http://www.dmv.ca.gov).

## International Driver's License

Prior to entering the United States, international students might apply for and receive an international driver's license from their home country. The United States Department of Motor Vehicles and California Police Department are not always consistent in acknowledging or accepting an international driver's license. While some students have had success only using an international driver's license in the United States, others have been ticketed. Typically, if you are in the country more than five months international students are advised to obtain a California driver's license.

## **7 Staying Connected to the USF Campus**

Students who move off campus can feel disconnected from campus life and campus activities once they find themselves in an apartment. The following are some tips to stay connected to the USF community while living off campus.

- Check the USF connect website to stay on top of events and opportunities at USF
- Get involved with campus clubs, organizations and student government
- Pack lunches or eat on campus
- Study in the library or on campus
- Stay connected with friends who live in the residence halls and attend hall programs and events with them
- Get a student job on campus

# 8 Appendix

## Renter's Resume

Name \_\_\_\_\_ Phone \_\_\_\_\_ /Cell Phone \_\_\_\_\_  
Present Address \_\_\_\_\_ E-Mail Address \_\_\_\_\_

### Previous Tenancies

Previous Address \_\_\_\_\_ Phone \_\_\_\_\_  
How long at this address? \_\_\_\_\_  
Name and phone # of landlord \_\_\_\_\_

Previous Address \_\_\_\_\_ Phone \_\_\_\_\_  
How long at this address? \_\_\_\_\_  
Name and phone number of landlord \_\_\_\_\_

### Financial Information

Checking Account# \_\_\_\_\_ Bank/Branch \_\_\_\_\_  
Savings Account# \_\_\_\_\_ Bank/Branch \_\_\_\_\_

### Income

Part-time Employment (Academic Year) \$ \_\_\_\_\_ per month  
Employer \_\_\_\_\_ Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Contact Person \_\_\_\_\_

Full-time Employment (summer job) \$ \_\_\_\_\_ per month  
Employer \_\_\_\_\_ Address \_\_\_\_\_  
Telephone \_\_\_\_\_ Contact Person \_\_\_\_\_

Parental Support \$ \_\_\_\_\_ per month

Grants/Loans \$ \_\_\_\_\_ per month

Total \$ \_\_\_\_\_ per month

My parent(s)/guardian(s) are willing to co-sign a rental agreement guaranteeing my rent.  
Check here if true \_\_\_\_

## Sample Unit Condition Form

	√	Move- In Condition (broken, missing, holes, stained, or explain problem)	Move-Out Condition (broken, missing, holes, stained, or explain problem)
<b>Living Room/Shared Space</b>			
Walls			
Floors/Carpet			
Windows			
Thermostat			
Cable/Internet Jack			
Closets			
Fixtures (plugs, switches, lights, shelves, fireplace, etc.)			
Other			
<b>Kitchen</b>			
Walls			
Floors/Carpet			
Windows			
Sink/Plumbing			
Disposer			
Refrigerator			
Oven			
Stovetop			
Microwave			
Cabinets			
Countertops			
Fixtures (plugs, switches, lights, shelves, etc.)			
Other			
<b>Bathroom(s)</b>			
Walls			
Floors/Carpet			
Windows			
Sink/Plumbing			
Toilet			
Shower/Tub			
Fixtures (plugs, switches, lights, shelves, etc.)			
Other			

<b>Bedroom(s)</b>			
Walls			
Floors/Carpet			
Windows			
Thermostat			
Cable/Internet Jack			
Closets			
Fixtures (plugs, switches, lights, shelves, etc.)			
Other			

Move-In Date \_\_\_\_\_

Move-Out Date \_\_\_\_\_

Tenant Signature(s) \_\_\_\_\_

Tenant Signature(s) \_\_\_\_\_

Landlord Signature(s) \_\_\_\_\_

Landlord Signature(s) \_\_\_\_\_

## Sample Letters from Tenant to Landlord

### Letter to Terminate Your Rental Agreement

Date \_\_\_\_\_

Dear \_\_\_\_\_:

I am writing to inform you that I intend to vacate [type of dwelling] at [address] as of [date of departure].

I will return the keys on [date]. I would appreciate it if you would schedule an inspection of the rental unit before I leave to ensure that you are satisfied with its condition. I will telephone you to make an appointment.

Please return the security deposit to me at [address].

Sincerely,

Tenant name and signature

### Letter Requesting Repairs

Date \_\_\_\_\_

Dear \_\_\_\_\_:

As reported to you by telephone on [date], I am requesting that the following repairs be made: [List problems and repairs needed].

I would appreciate your attention to these repairs as soon as possible. If you need additional information, please call at [telephone number] after [time].

Sincerely,

Tenant name and signature

### Letter Breaking a Lease Agreement

Date \_\_\_\_\_

Dear \_\_\_\_\_:

As you know, I am a tenant at [address], under lease agreement in effect from [date] to [date].

Because of [list of specific reasons] I find it necessary to terminate my lease effective [date]. I am sorry for any inconveniences this may cause you, and I will cooperate with you in every way to see that a new tenant is found as promptly as possible. Because the circumstances of my departure are beyond my control, I would appreciate it if you would release me from the lease agreement without any penalty. I will telephone you [specify date] to discuss the matter.

Sincerely,

Tenant name and signature

## Sample Sublease Agreement

(Ms. Tenant leasing to Mr. Subtenant for \$800/month)

1. In consideration of \$800 per month payable on the first day of each month, Ms. Tenant agrees to sublease apartment #1 at 330 Parker Avenue, San Francisco, California to Mr. Subtenant from June 1, 2005 to September 1, 2005.
2. Ms. Tenant hereby acknowledges receipt of \$2,000 which represents payment of the first and last months' rent and a \$400 security deposit. The security deposit will be returned to Mr. Subtenant on September 1, 2005 if the premises are completely clean and have suffered no damage.
3. A copy of the agreement between Smith Realty and Ms. Tenant is stapled to this agreement and is incorporated as if set out in full. Mr. Subtenant specifically agrees to adhere to all the rules and regulations set out in sections 1-10 of this lease.

Mr. Subtenant (signature)\_\_\_\_\_

Date: \_\_\_\_\_

Ms. Tenant (signature)\_\_\_\_\_

Date: \_\_\_\_\_

## Money and Budgeting Worksheet

Money: How to make it Last

Budgeting is a basic skill that will serve you well as a student and throughout your life. The excitement and satisfaction of living in your own apartment brings new categories of expenses that you will need to consider in order to be well prepared. Establishing a budget and sticking to it can help to make the experience in your own apartment a successful and enjoyable one. The following suggestions will assist you in constructing a budget that you can live with. Remember, a budget is simply one tool in life, not life itself.

1: Identify all sources of income. Be sure to include the following sources:

- Scholarships
- Loans
- Family support
- Summer job
- Part-time job
- Investments
- Tax refunds
- Social security payments
- Other

2: Identify expenses, including first month expenses. The first month in your apartment will likely include the following expenses:

- Moving expenses
- First month's rent
- Deposit
- Phone connection
- Electricity/gas connection
- Cable TV connection
- Renter's insurance
- Grocery essentials
- Cleaning supplies
- Linens/towels
- Dishes
- Parking fees
- Furniture
- Other

3: Identify all regular monthly expenses

- Rent
- Transportation
- Car insurance/repair
- Gasoline
- Parking
- Utilities
- Phone
- Groceries
- Laundry/dry cleaning
- Entertainment
- Savings
- Loan and credit card payments
- Clothing
- Gifts
- Trips home
- Toiletries
- Other

Total your monthly income (annual income divided by 12) and balance it against your monthly expenses (which can include one-time move-in costs). Your goal is to make expenses on average less than income.

Many landlords recommend that tenants budget 25-30% of their gross income for rent. Plan on using 28% as a general rule. Use the following formula to determine how much rent you can afford.

<b>Annual Gross Income (pre-tax)</b>	_____
Divide by 12	_____
<b>Multiply by 0.28 = Target Rent</b>	_____
<b>Monthly Expenses</b>	
Educational Expenses	_____
Entertainment	+ _____
Clothing	+ _____
Credit Card Payments	+ _____
Laundry	+ _____
Food	+ _____
Utilities	+ _____
(cell phone, land phone, cable, internet, water, garbage, gas & electricity)	
Renter's Insurance	+ _____
Transportation	+ _____
Misc. Expenses	+ _____
<b>Total Expenses</b>	= _____
Target Rent (from above)	_____
Plus Total Expenses	+ _____
<b>Total Living Expenses</b>	_____

What It Might Look Like

<b>Annual Gross Income</b>	\$35,000 or
(income includes loans & aid)	<b>\$2,916/mo.</b>
<b>Target Rent</b>	<b>\$816/month</b>
<b>Monthly Expenses</b>	
Educational Expenses	\$1,450
Entertainment	+\$75
Clothing	+\$75
Assume Credit Card used for listed expenses	
Laundry	+\$20
Food	+\$350
Utilities	+\$200
Renter's Insurance	+\$20
Transportation	+\$30
Miscellaneous	+\$20
<b>Total Expenses</b>	<b>=\$2,100</b>
Target Rent	\$816
<b>Total Living Expenses</b>	<b>=\$2,916</b>

As long as your Annual Gross Income is greater than your Total Living Expenses your target rent is practical. Otherwise you may need to either lower your target rent or consider saving costs in other ways.

**Living on Less**  
**10 Tips for Saving Money**

1. Bring your lunch to campus along with your own water, soda or juice.
2. Do one free activity a week that you enjoy, e.g. bike ride, hike.
3. Thrift can be hip. Consider buying clothes and home furnishings from second-hand shops.
4. Cook more meals in your apartment; invite friends for potluck.
5. Do not grocery shop when hungry; you are likely to buy more items on impulse.
6. Turn off lights when not in use and turn down heat when not at home.
7. Buy bulk items at the grocery store; less packaging often means less cost.
8. Prepare foods lower on the food chain. Grains, legumes, pastas, vegetables and fruits often cost less.
9. Wait for sales. Whether it is clothes, CDs, or appliances, it all goes on sale.
10. SAVE. Your first bill due is your savings account. Pay your savings every paycheck.

## **An Invitation to Landlords and Property Managers**

The USF Office of Residence Life maintains a daily list of rental vacancies available to faculty, staff, students and visiting scholars. We invite you to list with us. There is no charge to list vacancies. To list your rental vacancy, please call 415-422-6824.

Updated 1/2007