



HOUSING RIGHTS, INC.
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Become a Friend of Housing Rights Today!



Support Housing Rights, Inc. (HRI) by donating time, money or goods. By making a donation, you will continue to receive our "Friend of Housing Rights Newsletter" four times a year, filled with updates, news, commentary and events

Send us your "tiny ticket" BART cards.

If you would like merchants that you do business with to donate up to 5% of your purchase amount to Housing Rights, Inc. look up Escrip.org. Safeway, Chevron, and Andronicos's are only a few of the companies participating. Register your debit, credit or membership cards on-line! Our agency number is: 3881345

We are a proud member of BABUF (Bay Area Black United Fund) Visit www.BABUF.org. Our number is 227.

We are also a United Way Agency. Consider

designating Housing Rights, Inc. next year when you sign up for payroll deduction (our number is 3962.)

Enclosed please find my donation of
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You will become a "Friend of Housing Rights" and receive quarterly newsletters and be invited to our annual reception.

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Spring 2003

Friends of Housing Rights, Inc.

Inside:

- A Grand-scale fundraising campaign
- Oakland Just Cause!
- Sexual Harassment and Housing. What you can do.
- A Black History Month Special
- Home ownership for Section 8 Voucher-holders. A dream comes true!
- On leases and evictions. Paco answers your questions.

Housing Rights Launching New Campaign

The year 2004 will mark our 25th anniversary. It's a little hard to believe and a lot 'daunting' to be here. The work we do is needed more than ever. It is interesting that our 25th anniversary coincides with the terrifying tensions and threat of war that is evident worldwide and the resulting tensions and increase in intolerance that is occurring here at home.



Our decision to make outreach to immigrant communities a goal was prophetic indeed. It is sobering to know that there is so much more to do to really serve our community. We are very grateful to the individuals and agencies that have embraced us and helped us as we work to meet our goal to improve our services to immigrant communities.

It is for them and all of our clients and supporters (nearly 25 years worth!) that we are taking the time to recognize our accomplishments and our plans for the next 25 years.

So we have started the birthday party early. This year and next we will be 'celebrating' Housing Rights, Inc., our work, our staff and our supporters. Please keep your eyes open for invitations to our 18 month long party. Your continued support will allow us to meet the challenge that these troubling times present to us.

Join us as we move on....together.

Editorial: Just Cause Oakland—Victory for Renters!

Never have I stood on the sidewalks gathering signatures, walked the precincts, attended rallies and called voters on the phone with such determination. As an Oakland citizen and renter, I see real benefit in a law that protects tenants from those landlords that would rather evict than repair and would rather replace long-term renters with new tenants every few years to avoid rent

control restrictions. Nonetheless, I didn't think measure EE would pass, the opposition campaign was vicious and full of half-truths and for some reason, when it comes to electoral politics, I don't usually find myself on the winning team.

So imagine my surprise as I approach the Measure EE headquarters and hear loud music and happy voters pouring out of the storefront on the night of our victory party. Just cause passed by very few (cont.)

Oakland (Cont.)

votes. The fact is, that each one of us who participated in the grassroots campaign was responsible for the victory.

So. Now that the confetti is swept away, what does it all mean?

In our line of business, Just Cause ordinances mean that tenants do not have to fear asking for needed repairs or paying lower than market rate for their unit. Vulnerable renters, the elderly, disabled, undocumented immigrants and those with poor credit history may now defend their rights without fear of an unfair or retaliatory eviction.



Essentially the law states that landlords cannot evict their tenants without a valid reason. The law formally went into effect on December 27, 2002. Landlords still may evict for the following reasons:

- Violating the terms of a lease or refusing to renew a lease that's the same as the old lease
- Failure to pay rent
- Damaging the property
- Denying access to the property as required by law
- Damaging the property
- Using the property for illegal activities and

destroying the peace and quiet of other tenants on the property

Not all Oakland rental units are covered by Just Cause. For example, if you live in a building with three units or less and the landlord lives in one of the units, she can still evict.

Landlords may continue to evict for certain owner moves and to do substantial repairs or to take the property off the market. If you have any questions about the Just Cause Ordinance call: Just Cause Oakland at 510-763-5877.

—Jennifer Susskind

Ask Frannie-The Fair Housing Fan

Dear Frannie:

I'm a single woman living alone in an apartment. I moved in a few months ago. The landlord lives here on the property. He was really nice to me, right from the beginning. Actually, he's a bit too nice. He asked me a lot of personal questions when I applied for the place. He's always commenting on how I look, coming into my apartment, or trying to get me to go out with him. His advances are getting more frequent and more inappropriate. If I'm a little late on the rent, he tells me it's no problem, but I know that for other tenants, he's really strict about late fees. I feel guilty about my special treatment and also want to know how I can get him to leave me alone without getting evicted. I like this place and the rent is cheap and it's not a good time for me to move.

Dear Independent Lady:

Your safety comes first. If you feel that your overly friendly landlord is in any way a threat to you, you need to take immediate action to ensure your protection. That said, the Fair Housing Amendments Act (FHAA) prohibits sexual har-

assment in housing because it constitutes discrimination in terms, conditions, services or privileges on the basis of sex. Case law has identified two forms of sexual harassment under the FHAA. One is "quid pro quo" or an exchange of favors. So, for example, if your landlord tells you that he will overlook your late rent if you do some sort of sexual favor for him, he has violated the law. This is true EVEN IF YOU COMPLY WITH HIS REQUEST. The second form of sexual harassment under the FHAA is a "pervasively uncomfortable environment." If your landlord comments on your body, makes sexual jokes, or finds excuses to enter your apartment while your showering or in bed, he is creating an uncomfortable environment for you. He is violating your right to peaceful enjoyment of your leased premises.

So, what to do? First, start documenting instances of harassment. Next, if you feel safe doing so, politely and clearly explain to your landlord which behaviors you consider to be inappropriate. Then document the conversation. This way, he can't

later claim that he didn't know his actions bothered you. Also, if his behavior worsens, you will have evidence of a pattern of harassment and discrimination. Finally, I would attempt to discuss the situation with other women in the building to find out if they've had similar experiences.

As to possible retaliation, it is unlawful for a landlord to issue a 30-day notice for discriminatory reasons. That doesn't mean he won't try. If he does, call your local Fair Housing agency to help you demonstrate that the notice is retaliatory and discriminatory and prevent him from following it up with an eviction lawsuit.



Fair Housing and Civil Rights: A Black History Month Special

Look around your neighborhood: Who benefited from the economic boom of the late 90's? Not the dot-commers, not the high-tech workers and certainly not renters, right? The folks that continue to benefit from their investments of the 90s are those that had the foresight and the ability to invest in property ownership.

If African American families are consistently and systematically kept out of the home ownership market due to unfair housing practices and discrimination it is no wonder that statistics cite that between 1965 and 1995 Blacks lost \$82 billion in potential income. Discrimination in housing according to one study places a "racial tax on African Americans of \$3 billion per year and on Latinos of \$2 billion a year in lost assets, wealth and income" (Lipsitz, 2001).

Along with addressing issues of equal access to education, public space, voting rights and employment benefits, the civil rights move-

ment of the 1950s and 60's fought for equal access to housing. In 1966, a Civil Rights Act was passed that defined illegal housing discrimination. This law became known as the "Fair Housing" act.

Today, many people are aware that fair housing laws exist, but there is still resistance to its enforcement. The effects of illegal discrimination may be disastrous to individuals trying to provide a better life for themselves and their families, but the economic effects create long-lasting pain and suffering for entire communities and future generations.

—Jennifer Susskind



Ask Paco: Our Tenant/Landlord Counselor

Q: My one-year lease expires 30 days from now, and I read it thoroughly but it doesn't say what happens when it is to expire. My friend told me that if the landlord wants me out, she would still have to give me a thirty day notice. Is this true?

A: No, if you try to pay your rent 31 days from now, and have not come to any other agreement with your landlord, she could refuse to accept it and file an eviction suit against you immediately! If she does accept the first month's rent after the lease expires, then the lease becomes a month-to-month lease, with all other provisions in the lease remaining unchanged. In this case, the landlord would then have to give you a 60-day notice to move

if she wanted you out. Talk to your landlord as soon as possible and come to an agreement about what is to happen when the lease expires (Notes: 1. If you live in a city with a good-cause-eviction ordinance—such as Berkeley and Oakland—and our unit qualifies under the ordinance, then the landlord cannot evict you even after the lease expires unless she has a good cause. 2. As of January 1, 2003, tenants in California who have been living in their units for more than a year are entitled to a 60-day notice to move, not a 30-day notice.)

Home Ownership?

Are you renting through the Berkeley Housing Authority on a Section 8 Voucher subsidy? If so, then the Section 8 Homeownership Option may be for you! In case you haven't heard yet, qualified BHA applicants and program participants are now able to use their Section 8 Vouchers toward mortgages for their own homes.

The BHA's Section 8 Homeownership Program is now in full swing, thanks to a partnership between the Affordable Housing Advocacy Project,

Berkeley Home Ownership Program for Everyone and other neighborhood partners that have worked together to bring the program this far. At least 2 families will be purchasing a home in the near future through the Northern California Land Trust, utilizing their voucher to subsidize the mortgage payments. To find out more information about this program come to an orientation held every 2nd Tuesday of the month at 4:00 pm. at South Berkeley Senior Center, 2939 Ellis St. Berkeley.

