



HABITABILITY 102: IMPLIED WARRANTY OF HABITABILITY

What is the warranty of Habitability?

The warranty of habitability is an implied promise in every rental agreement that the rental property is fit for human habitation. The warranty begins at the beginning of the tenancy and continues for its duration.

It is outlined in Civil Code 1941.1 and is implied in every California residential rental agreement, whether or not the rental agreement specifically mentions it.

Green v. Superior court

Green v. Superior Court in 1974 (See Green v. Superior Court, 10 Cal. 3d 616, 638 (1974)), concluded that a landlord is legally responsible for repairing conditions that seriously affect the rental unit's habitability. A landlord is not responsible for repairing certain damages caused by the tenant or the tenants family, guests or pets (see factsheet on "Tenant & Landlord Obligations" for more information on this).

Minimum Requirements of a Habitable Residential Unit:

By law, California Civil Code section 1941.1 requires a dwelling to have all of the following:

- effective waterproofing
- unbroken windows and doors
- working plumbing and gas facilities
- hot and cold running water
- proper sewage system
- heat
- working electrical lighting and wiring
- clean grounds
- no rodents and vermin
- an adequate number of garbage cans
- floors, stairways, and railings maintained in good repair
- a locking mailbox for each residential unit in a residential hotel

IMPORTANT: Tenants should speak to a lawyer if they have specific issues with their rental units. This flyer is for general information only.



For more information:

