

IVTU's Freshmen Success Guide

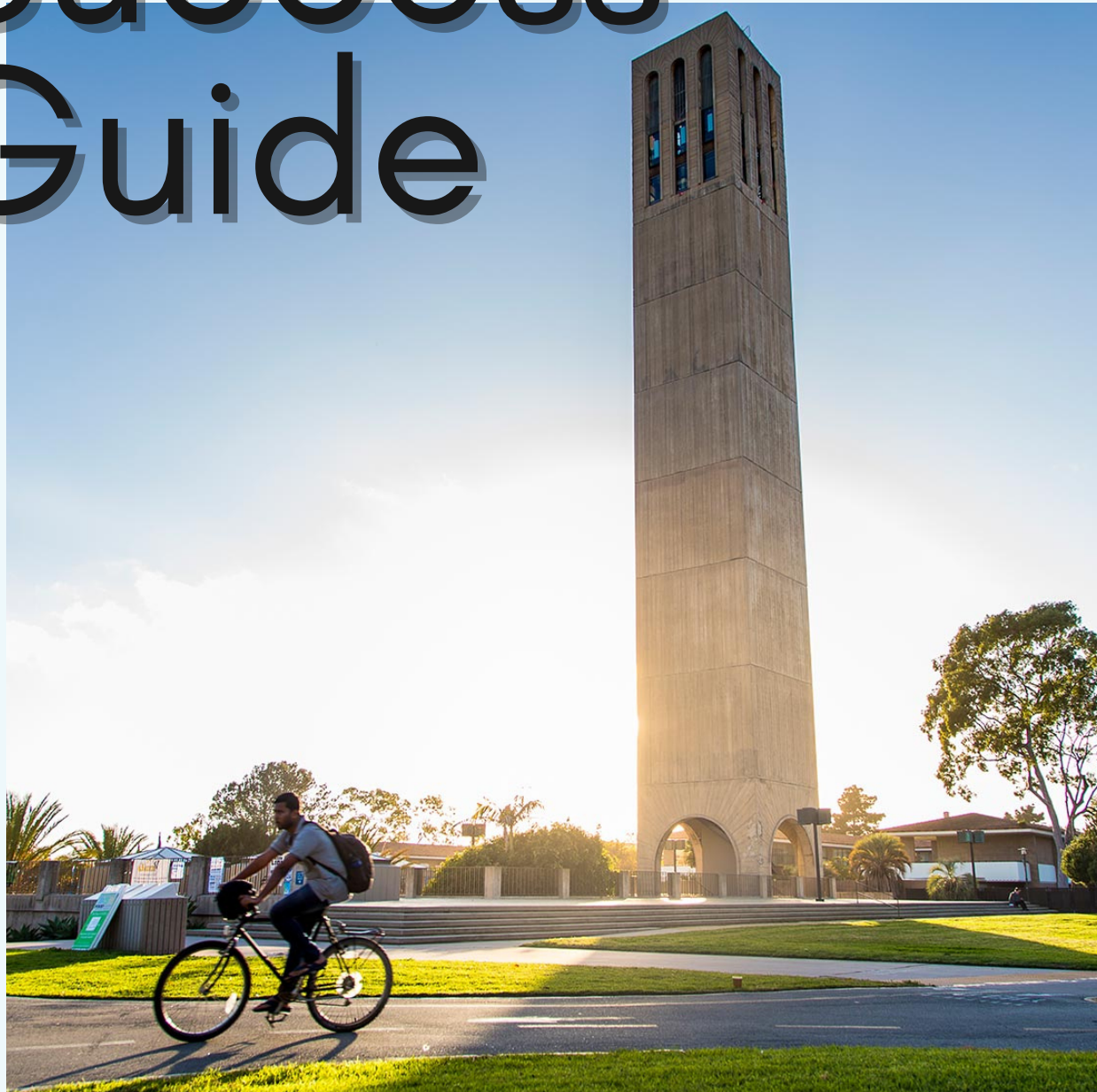


Photo Courtesy of UCSB.edu

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photo courtesy of Noozhawk.com

about IVTU

Isla Vista Tenants Union (IVTU)'s mission is to provide resources to students and residents of Isla Vista. The TU serves three purposes:

- Get information to tenants and inform them of their rights
- Vehicle to fight for & ensure tenant rights
- Build community and leaders among IV residents

History: After 36 families were evicted in 1998, a coalition of students and 18 evicted families formed Families and Students United, and a year later formed Isla Vista Tenants Union under UCSB Associated Students. Recently, in 2019 over 40 tenants sued Isla Vista Luxury Living over security deposit disputes as well as bad-faith claims and got back nearly \$15,000.

signing on & moving in



Signing the contract

- What to look for?
 - Look for all different policies that your landlord might have. See if it is fixed or month to month, and if it is joint-and-several or by the bed/room.
- Read before you sign!!!
 - Read carefully and you can bring any lease to IVTU/LRC to help you review! Don't assume that everything in the lease is inherently legal etc.

Moving In

- Move in video/photos for security deposit
 - Make sure to take photos and videos of unit upon move in!
- Helps avoid potential disputes at the end of your lease
- Pre-existing conditions reports
 - If provided by landlord, do condition report. If not, document any pre-existing conditions (if something is broken or non operational) and report to landlord asap.
 - Return this report to your landlord within 3 days of move-in!
- Initial inspection report VS maintenance requests
 - Initial inspection report sometimes provided by landlord but you can also google "initial move in condition report" to fill out when you move in. However, for whatever needs fixing you need to make a maintenance request. Keep documentation of those.



roommates: the to-do's

3. Paying for utilities

- a. divide amongst house!

one person pays the bill, others Venmo

4. Get to know each other

- a. cook together! plan fun activity nights!

Examples: movie night, self care night, trivia night, etc.

1. Establish common grounds with roommate(s)

- a. set expectations: what not to do

- b. set Covid expectations!

2. Agree on and divide chores in the house

- a. create a list, keep track of chores (choose daily, weekly, monthly, etc.)

THIS WEEK'S CHORES

TRASH (BATHROOM & KITCHEN)

- Hannah & Emily

DISHES

- Kristy & Tiffany

VACUUM & SWEEP

- Riya & Hillary

rights & responsibilities

1. Know your rights!

- a. Landlords can only get away with illegal behavior if they are not held accountable
- b. If your landlord does not follow the law and you need assistance, book an appointment with the IVTU Caseworker at ivtu.org

2. Tenants' right to privacy

- a. Tenants have a right to "quiet enjoyment" of their rented premises without "substantial interference" from their landlord -> a landlord must give the tenants reasonable notice (i.e. 24 hours) before entering the premises
 - i. Unless there is an emergency (i.e. flooding, a fire hazard), then the landlord cannot enter without notice
 - ii. The tenant can deny the landlord entry to the premises if they have not given the tenant reasonable notice

3. Go Green

- a. Turn off all lights when leaving a room and/or your unit
- b. Unplug any unused appliances. Don't leave the TV on when not in use
- c. Isla Vista and Goleta are great for biking
 - i. Do this instead of driving when possible, it is better for the environment!

4. Mold Prevention

- a. Check your lease for information about mold and/or a Mold Addendum
 - i. Kitchen: Wipe up any standing water around the sink, on the counter, and on the floor
 - ii. Bathroom: Wipe up standing water. Make sure to run the fan and/or open windows when showering
- b. See mold at move-in? Report it to your landlord ASAP!

You can be held liable for mold accumulation if you do not take necessary precautions to prevent it

5. Habitability and Repairs

- a. Habitability = the rental unit is fit for the occupation of human beings and complies with local health codes and ensures safety of the tenants
 - i. It is the landlord's responsibility to ensure that a rental unit is habitable
- b. A landlord is responsible for making necessary repairs when affecting habitability of the rental unit
 - i. Tenants must request repairs from their landlord (in writing). Repairs must be made within a reasonable time period

rights & responsibilities

6. Breaking and Changing a Lease

- a. A lease can only be terminated (by the tenant or landlord) if there is a breach of contract or by mutual agreement of the landlord and tenant (aka “rescission”)
 - i. For example, under some circumstances, a tenant may be able to vacate the premises and discontinue rent payments if there are “serious and substantial” habitability issues that the landlord fails/refuses to remedy after being made aware of the problem.
- b. Unilaterally terminating a lease before it expires puts you (and your guarantor) at risk of being sued for damages (i.e., unpaid rent for the rest of the contract)
- c. Leases can generally only be changed after they are signed with the mutual agreement of landlord and tenant (for example “assignment”, see below)
- d. A landlord cannot raise rent or demand additional deposits during the lease term. There are different rules for “month-to-month” tenancies

7. Subleasing & reassignment

- a. Check your lease! You must ask the landlord (and usually remaining housemates) for permission before subleasing or assigning. The landlord cannot arbitrarily refuse. Sometimes there is a fee and/or other requirements.
 - i. Reassignment = for remainder of lease. This is best when you do not intend to return to the property for the remainder of the lease
 - ii. Subleasing = temporary. This is best when you intend to return to the property later in the lease (for example, when studying abroad for a quarter)
 - 1. You are responsible for your sublessee or assignee. It is important that you and your sublessee or assignee sign a written agreement (see our website for a template). Be sure to decide with the sublessee or assignee and the landlord how your share of the security deposit is to be handled

rights & responsibilities

8. Behaving in Isla Vista

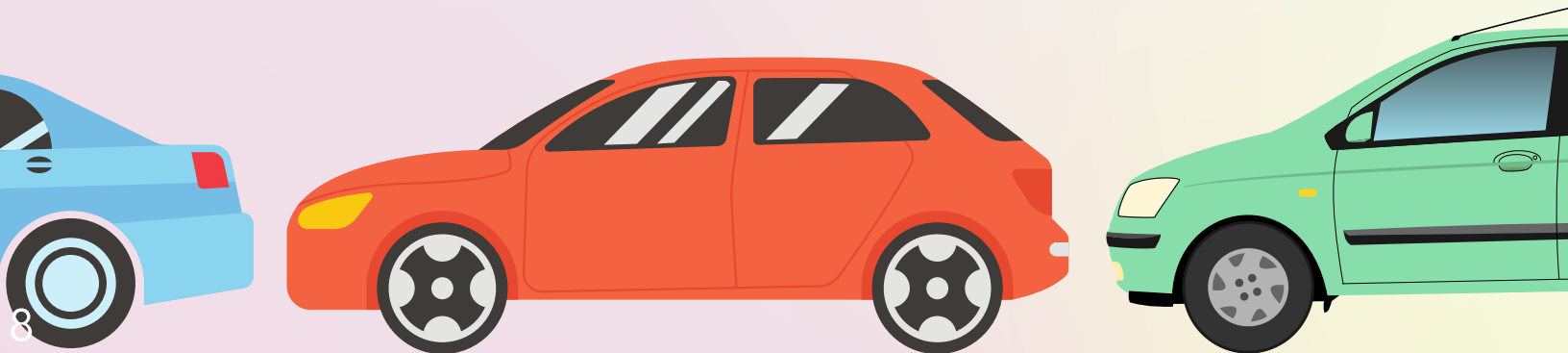
a. Alcohol-related crimes

- i. Minor in possession = possessing alcohol (or marijuana) when under the age of 21
- ii. Open container violation = carrying an open container of alcohol in public
 - 1. Example: carrying a red solo cup from one house party to another
- iii. Public intoxication = disorderly conduct when drunk/high in public. Can result in arrest (i.e. “drunk tank”)
- iv. Sitting on the curb → bad news (don’t do this)
- v. DUI/BUI → Fun fact: biking under the influence of alcohol or drugs is punishable by law!

b. If you get into trouble, make an appointment with the LRC at legal.as.ucsb.edu

9. Driving/parking related

- a. Parking tickets → Parking in campus-owned lots without paying for a parking pass
- b. Towing → Parking in someone else’s parking lot/spot, parking in non-designated times on the street, parking in red zones, etc.



moving out



Security deposits

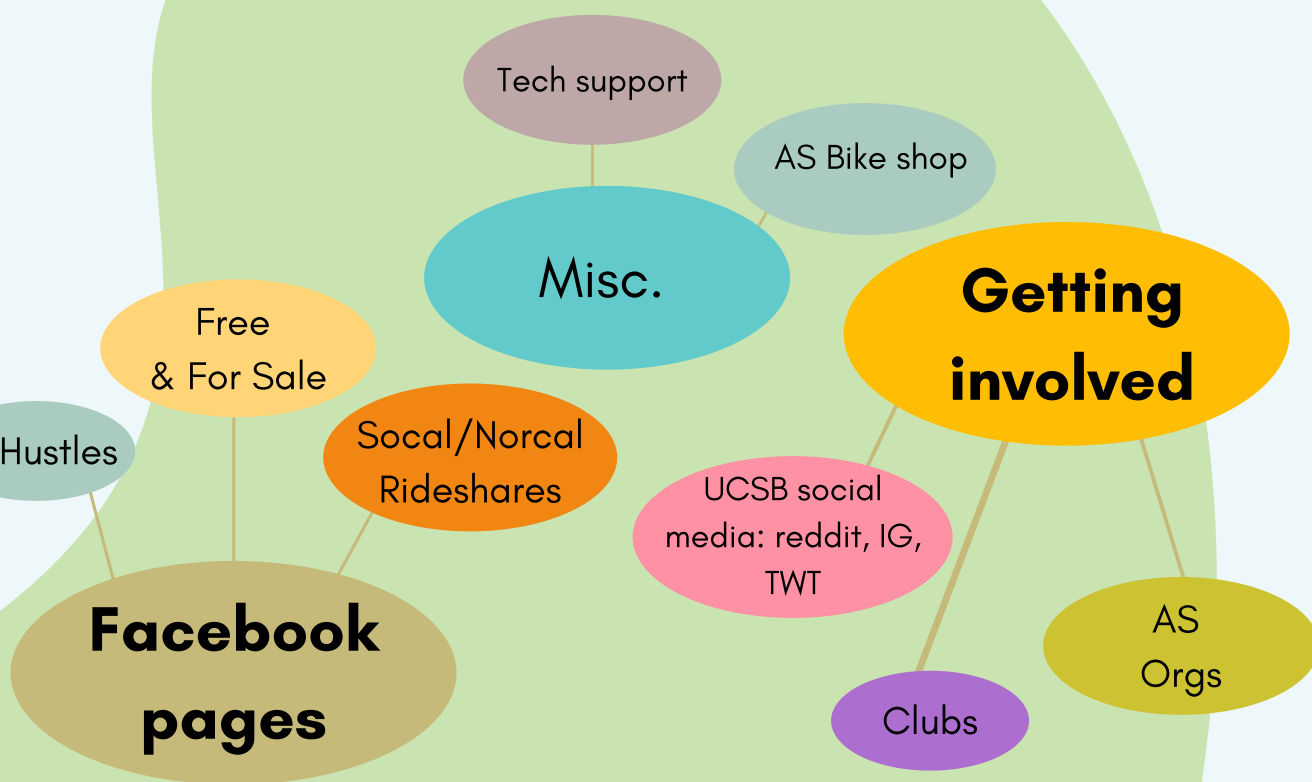
1. A landlord can make deductions from your security deposit to make reasonable repairs and cleaning of your unit to ensure that it is restored the condition that it was in at the time of move-in
 - a. This is why it is important to make detailed documentations of the condition of your unit when you first move in and when you move out! Take a video or photos, and provide your landlord with a written list of all the cleaning/repair issues upon move in
2. Your landlord must return your security deposit within 21 days of the date you and your housemates vacate the premises (in the form of a check, mailed to your current address)
 - a. If they do not provide this within 21 days without justification, you are entitled to a refund of your entire deposit. However, the landlord may still seek reimbursement in a Small Claims suit. If you feel that the landlord has made unlawful deductions (see California Civil code 1950.5) you can dispute these charges in Small claims court. IVTU can help you dispute deductions from your deposit
 - i. Make an appointment with the IVTU Caseworker on ivtu.org
 - b. You are entitled to a pre-move out inspection from your landlord!
 - i. Landlords are required by law to inform you of your right to a pre-move out inspection 2 weeks before your move-out date
 - ii. This inspection includes a walk through performed by your landlord in which they inform you of potential charges from your security deposit
 - iii. This gives you the chance to remedy any issues/fix any damages yourself prior to move-out Saves you from potential security deposit deductions!

Smooth move outs

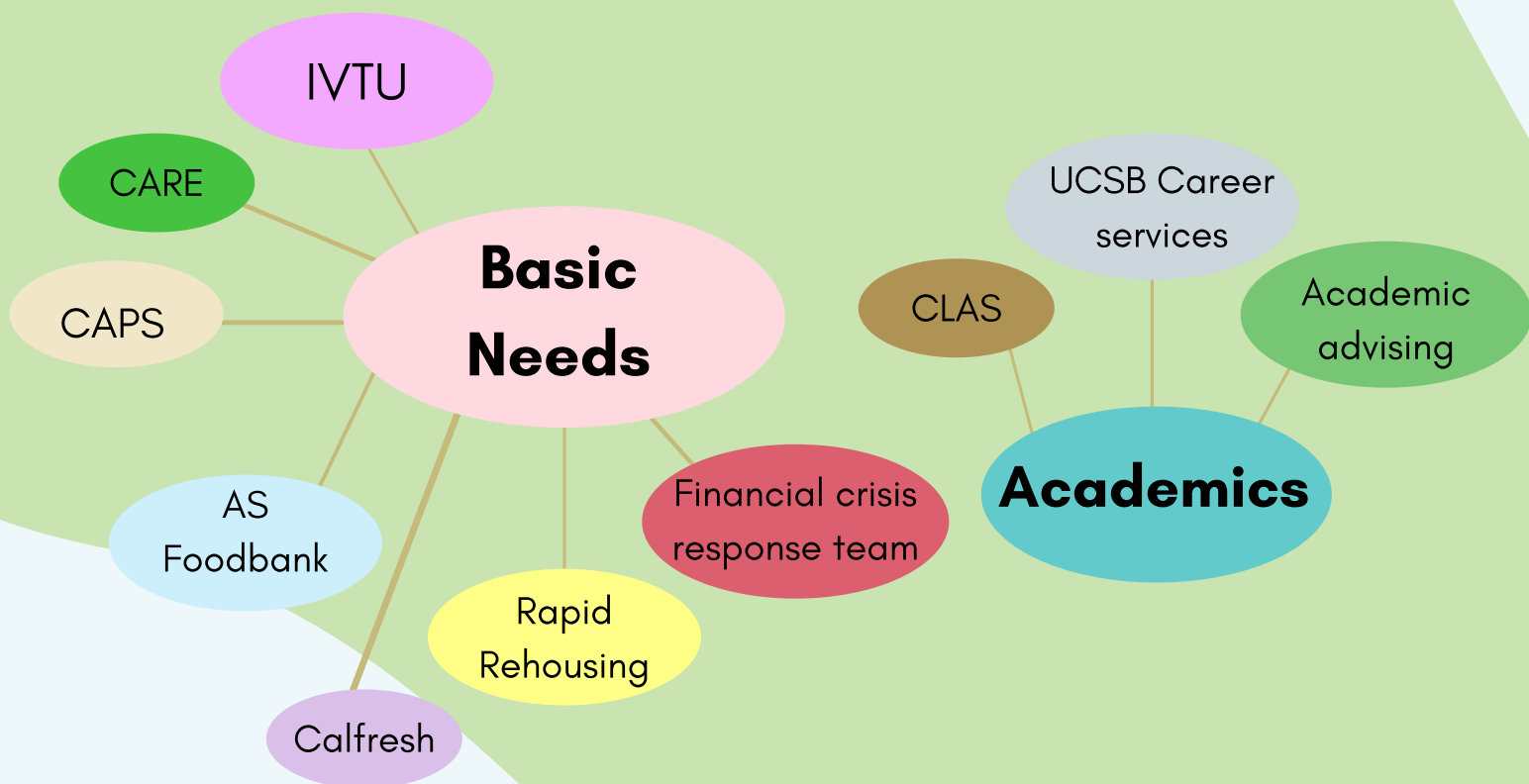
1. Make sure to take a move out video upon moving out, and if hired any cleaning services etc. provide documentation

“Reasonable Wear and Tear” vs. Damage

1. Sometimes what the landlord considers to be reasonable wear and tear (as compared to damage for which deductions can be made) is stated in the lease. This is good to know, but not necessarily conclusive
 - a. Reasonable Wear and Tear = ordinary deterioration of a rental that comes with regular use of the property.



online & campus resources



COVID safety

Testing sites

- Goleta Valley Community Center- state run; register online or by phone
- Asymptomatic testing at calaveras lounge and Loma Pelona center → call student health or sign onto your student health portal online to schedule
- Symptomatic testing at Student Health → same as asymptomatic testing to schedule

Mask distribution

- Free masks available at IV food co-op, IV neighborhood clinic
- Contact the Pardall Center Website for additional locations

Game plan if housemate gets infected

- Contact Student Health for free quarantine housing
- Sample game plan
Housemate who is infected quarantines in own room and bathroom if possible, wear masks in common spaces
- Report cases to student health (advice nurse (805) 893-7129)
- Report cases to work
Monitor symptoms (temperature, etc.)
- All housemates get tested

get to know IV/SB!

State Street/Downtown

- Lots of shopping including Paseo Nuevo: Billabong, Brandy Melville, Foot Locker, Sephora, Vans, Anthropologie, Urban Outfitters, etc!

Hikes

- Montecito Hot Springs
- Montecito Cold Springs
- Inspiration Point
- Lizard's Mouth
- Seven Falls

Surf Spots

- Campus Point by San Nicholas Dorms, Devereaux beach on the left side of Isla Vista, Sands beach at the end of Isla Vista, LeaderBetter Point at the beginning of SBCC, Rincon, Big Sur

State Street/Downtown

- Tons of cool restaurants!
- Recommendations: Apna (try their curry fries!), Finch & Fork, State & Fig, Jeanine's, Zaytoon, Cajun Kitchen
- Desserts: McConnell's, Hook & Press, Creamistry, Renuad's Patisserie & Bistro

questions?

- Head over to IVTU.org to learn more about tenants resources
- Schedule a meeting with a board member/case worker through our website
- Follow our Instagram [@isla.vista.tenants.union](https://www.instagram.com/isla.vista.tenants.union) to stay updated
- DM us on Facebook or Instagram if you have any questions

Best Wishes, ♥ ♥

