

Resident Handbook

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INTRODUCTION

Welcome to California West! We, at Cal West, will make every effort to keep your home a well maintained environment at a fair market rent.

To enable a better resident/landlord relationship, we have provided the following information. We have tried to answer often asked questions that most of you have.

We have provided information to help your move-in and move-out process, along with guidelines for your occupancy.

Throughout this book we have used excerpts from the "Landlord Resident-Answers to Resident Questions" booklet put out by the Department of Consumer Affairs and Fair Employment and Housing. Should you want a complete copy of this booklet, please write to:

California Department of Fair Employment and Housing
1201 "I" Street
Sacramento, California 95814

Again, we are happy to have you as our resident.
Should you have any questions, do not hesitate to call us:
San Luis Obispo office: (805) 543-9119.
Arroyo Grande office: (805) 489-9401.

KNOW WHEN YOUR RENT IS DUE

Your rent is due on the FIRST day of EVERY month. Rents are received at our San Luis Obispo office: 1380 Broad St. Payments made after normal hours can be put through our drop slot in the front door, or made by our Online Portal.

Late charges are assessed on all rents not received by the first. Should you have a problem getting your rent to us by the first, please call our office as soon as possible.

Residents whose rents are not received on time will be notified via a Three-Day Notice to Pay Rent or Quit and will be expected to pay the late fee. Please save yourself money and stress by paying your rent on time!!

PAYMENT POLICIES

NO CASH, PLEASE!

It has become necessary to request that payments to California West be made in the form of a personal check, money order or cashier's check. We also offer a convenient way for you to pay online via the secure Online Portal. This is to insure your payments are credited properly. If you would like to enroll to access the Online Portal, please contact our offices.

USE YOUR ADDRESS

To insure you get credit for your rent, please remember to put the address and apartment number of your unit on your check. If someone else pays your rent, it is even more important that they put your name, address and unit number on their check. **ACCOUNTING CREDITS ALL RENTAL PAYMENTS BY ADDRESS AND UNIT NUMBER.**

CHECKS RETURNED BY THE BANK FOR ANY REASON

CALIFORNIA WEST DOES NOT ACCEPT POST-DATED CHECKS. CHECKS RETURNED TO CALIFORNIA WEST FROM THE BANK FOR ANY REASON WILL NOT BE REDEPOSITED.

THERE IS A CHARGE FOR ALL RETURNED CHECKS AND WHEN THE RENT IS LATE AS A RESULT OF A RETURNED CHECK, A LATE FEE WILL ALSO BE ASSESSED. IF YOU BRING US A MONEY ORDER OR CASHIER'S CHECK FOR A CHECK YOU KNOW WILL BE RETURNED BY THE BANK BEFORE THE BANK NOTIFIES US, THEN WE WILL WAIVE THE RETURN CHECK FEE.

TENANTS WILL BE NOTIFIED IF A CHECK IS DECLINED BY THE BANK. IF RESTITUTION IS NOT MADE WITHIN 3 DAYS, THE CHECK MAY BE TURNED OVER TO THE DISTRICT ATTORNEY'S OFFICE FOR PROSECUTION THROUGH THE SAN LUIS OBISPO BAD CHECK PROGRAM, YOU MAY ALSO BE SUBJECT TO AN UNLAWFUL DETAINER PROCEDURE.

WHEN PAYING ANY CHECK THAT HAS BEEN RETURNED BY THE BANK, CALIFORNIA WEST, INC. REQUIRES THAT YOU PAY THE ORIGINAL AMOUNT PLUS FEES INCURRED WITH A CASHIER'S CHECK OR MONEY ORDER FOR THE FULL AMOUNT.

PRP
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PUBLIC UTILITIES PHONE LIST

TV/CABLE/INTERNET

Spectrum Communications (old Charter).....(866) 874-2389

ELECTRICITY

Pacific Gas & Electric(800) 743-5000
 406 Higuera Street, San Luis Obispo

GARBAGE (Call WATER COMPANY First)

Atascadero Waste Management..... (805) 466-3636

South County SanitaryA.G. (805) 489-3534

874 Grand Avenue, Grover Beach G.B. (805) 489-4246

San Luis Obispo Garbage(805) 543-0875
 4388 Old Santa Fe Road
 (Includes services for: Morro Bay, Los Osos, Cayucos, Cambria)

Paso Robles Waste Collection(805) 237-3866
 City of Lompoc – Solid Waste Division (805) 875-8258/(805) 875-8024

GAS

Southern California Gas CO.(800) 427-2200
 1314 Broad, San Luis Obispo

TELEPHONE/DSL

AT&T(800) 310-2355

WATER

Arroyo Grande 214 E. Branch St(805) 473-5438

Atascadero 5005 El Camino Real(805) 466-2428

Avila Beach(805) 595-2664

Grover Beach 154 South 8th(805) 473-4550

Guadalupe(805) 343-1340 ext 106

Lompoc(805)736-1261

Los Osos Golden State Water.....(805) 528-1626

Baywood Park Water.....(805) 528-9371

Morro Bay 595 Harbor.....(805) 772-6222

Nipomo 148 S. Wilson(805) 929-1133

Cal-Cities Water 1-800 999-4033

Oceano 1655 Front Street(805)481-6730

Paso Robles(805) 237-3996

Pismo Beach 760 Mattie Road(805) 773-4655

Rural Water(805) 481-8432

San Luis Obispo 990 Palm.....(805) 781-7133

Santa Maria(805) 925-0951 ext 217

WATER CONSERVATION

Our county is experiencing a serious water shortage as a result of insufficient rainfall.
We need your cooperation in this water-saving effort.


A reminder to all tenants: the drought is still with us. California West fully supports the San Luis Obispo city's mandatory Water Conservation Program and encourages all our tenants to use water wisely.

If your unit has landscaping for which we are responsible, we will endeavor to conserve water in the maintenance of that landscaping.


Each city has a different ordinance for water conservation and those ordinances change over time. Tenants are responsible for complying with all such ordinances and should contact their local water agency to obtain the latest information. Tenants are responsible for any fines resulting from a failure to conserve water.

There are many ways to conserve water, and California-West, Inc. is doing its part. The following are some conservation tips and ideas to help you keep water consumption to a minimum.


General Suggestions

- 
1. Report leaks, dripping faucets, running toilets or other water problems immediately to the manager or owner.
 2. Ask the landlord or manager to provide you with a low flow shower head and sink faucet aerators. They don't cost much and are easy to install.
 3. Avoid letting water run down the drain; catch in a bucket and use to water house plants.
 4. Realize that every drop of water used must be treated twice; first to a high degree of purity for consumption, and second, at your local sewage treatment plant.


Kitchen Area

- 
1. Use your automatic dishwasher for full loads only. Every time you run your dishwasher you use about 25 gallons of water.
 2. Instead of rinsing dishes in the sink before you put them in the dishwasher, scrape them clean and let the machine do the rest.
 3. If you wash dishes by hand, don't leave the water running for rinsing. If you have a double sink, fill one side with soapy water and the other with rinse water. If you have a single sink, you can use a separate dish pan and dish rack for rinsing.
 4. Keep a bottle of drinking water in the refrigerator. That way water won't have to rundown the drain while you wait for it to get cool enough to drink.
 5. Instead of using running water to thaw frozen foods, plan ahead and take them out of the freezer earlier. Most microwave ovens have a setting you can use to defrost food.
 6. Don't let the faucet run while you clean vegetables.


Laundry

- 
1. Wait until you have a full load before using an automatic clothes washer. It can use 30-35 gallons in a cycle. That's a lot of water to waste on just a few t-shirts.

Bathroom

- 
1. Take shorter showers.
 2. Don't let the faucet run while brushing your teeth or shaving.
 3. When you use the bathtub, don't fill it as full.
 4. Don't use the toilet as a trash basket to get rid of tissues or cigarettes. Every flush can use 5 or more gallons of water.
 5. Try not to flush as often. Some people say "If it's yellow, let it mellow. If it's brown, flush it down." If you can be comfortable with that, it will save a lot of water.
 6. Remember to turn the faucets off completely - running water is wasted water.
 7. Check toilets for leaks and listen for running (a hissing sound) five minutes after flushing. If you suspect a leak, drip a few drops of food coloring into the tank. If the bowl fills with color, report the leak to the manager or owner.

Outdoors

- 
1. Instead of washing your car with a running hose (that can waste hundreds of gallons) take your car to a commercial car wash that recycles its water.
 2. Use a broom instead of washing down walks, patios or driveways with a hose.
 3. Water your lawn only when it needs it. Step on grass. If it springs back up when you take your foot off, it doesn't need to be watered. Remember in foggy areas, your landscape needs a lot less water because it evaporates slower.
 4. Water during early morning hours.
 5. Don't let children play with the hose & sprinklers.

MAINTENANCE REQUEST PRIORITY OF RESPONSE

California West is responsible for many residential units in San Luis Obispo County. A request priority system has been developed to ensure that work requests are responded to in an orderly and reasonable manner. The following information will help you when you have a work request need.

SUBMITTING A WORK REQUEST See your resident manager or call California West or submit your request on our website: www.california-west.com

**OUR SLO OFFICE 24 HOUR EMERGENCY MAINTENANCE PHONE NUMBER IS
(805) 543-1357.**

**OUR A.G. OFFICE 24 HOUR EMERGENCY MAINTENANCE PHONE NUMBER IS
(805) 489-9400.**

1. EMERGENCIES:

Anything that has immediate potential to harm life, limb, or property, i.e.:

- Sinks or toilets clogged and nonfunctional without alternatives.
- Water flowing which will cause damage and cannot be contained by bucket, towel or suitable container.
- Electrical sparking which may cause fire.
- Stoves which are leaking gas; FIRST CALL THE GAS CO. (800) 427-2200!
- Major drain clogs.
- Outside lighting not accessible and needing replacement.
- Apartment door do not lock.
- Tenant is locked out (when keys do not work) or locked in (the lock does not open).

2. NEXT DAY SERVICE: Any non-life-threatening SITUATION which could become a potential emergency, i.e.:

- Plumbing and non-electrical emergencies that can wait for the next day.
- SUBSTANTIAL ceiling leaks.
- Large window breaks.

3. PRIORITY: 2 - 5 Day Service: Scheduled maintenance work request

which has a high priority but must be attended to along with others, i.e.:

- Inside door knobs which have broken or become nonfunctional.
- Weather stripping replacement where leaking is occurring.
- Refrigerator not cooling food. USE ICE IN A COOLER TO MAKE IT THROUGH THE WEEKEND!
- Mailbox repair.
- Severe insect problem needing special attention.
- Garbage disposal repair or replacement.
- Noisy refrigerator.
- Screen replacement.
- Cabinet handle repair.
- Faucet repair/cold water.
- Etc.

THANK YOU FOR YOUR COOPERATION

MAINTENANCE REQUEST CHECKLIST

When call for a maintenance request, please be ready to answer some of these questions regarding the issue you are having:

TOILETS

Running?

If yes, turn off supply line located at back of toilet and call California West.

Clogged?

Did you try a plunger? Did you flush an object down?

Is the toilet gurgling, is the tub or sink being affected?

Leaking?

- Around the base
- Between tank & bowl
- From under lid
- From supply line
- Location
- From angle stop (shut off valve) or water supply line

GARBAGE DISPOSAL

Clogged or jammed?

- Turn with wrench, if available
- Reset breaker on bottom of unit

Leaking?

- Through bottom of unit
- From drain lines

SINKS

Clogged?

- Did you try a plunger?
- When did it clog?
- Is your unit upstairs or downstairs?

Leaking?

- Dripping from spigot
- Around faucet handles or spigot
- From drain pipes
- From supply lines or shutoff valves

DISHWASHER

Not washing properly?

- Use at least 1 time per week or motor may freeze
- Run LimeAway through cycle when empty to remove hard water deposits
- Try detergent that works well with hard water

WINDOWS

Broken?

- Wood or metal frames
- Stationary or sliding window pane
- Screens O.K.?

HEATING

Gas?

- Pilot light lit

Electric

- Radiant (ceiling) or wall

Heating Service:

Is there service set up?

PROOF


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SINCE 1947

HOUSE RULES

1. Nails, tacks, brads, or screws shall not be driven into the woodwork, walls or floors of said premises, nor shall there be any boring or marring of the woodwork or plastering without the express permission of the management company. Lessee shall be responsible for damage occasioned by violations of this rule. In addition to the above, lessee shall not install anything without approval in advance of the Lessor.
2. Tenants are responsible for replacing light bulbs in their unit.
3. Children are not to play or be unnecessarily in the entrance, stairways, or if applicable, in or near the swimming pool without parental supervision.
4. In consideration of others, tenants or their guests are not to make any disturbing noise at any time. Before 9:00 A.M., and after 10:00 P.M., singing, playing on a musical instrument or operating a television set, stereo or radio is not permitted, if disturbing to other occupants. No loud talking, unnecessary noises or boisterous conduct is permitted at any time. (See City of San Luis Obispo Noise Ordinance 9.12.050).
5. The vestibules, hallways, stairways and other public passages shall not be obstructed by Lessees or their guests, or used by them for any purpose other than to enter or exit their respective apartments.
6. Television antennae or satellite dishes may not be placed on the property without prior written consent of the management and will be removed without notice. Upon removal of antennae, Lessee will be held liable for any damage to the roof or any part of the building/house.
7. No sign, advertisement, notice, door-plate or other similar device shall be inscribed, painted, engraved, or affixed to any part of the outside or inside of said premises.
8. The work of the custodian, janitor, or employees shall not be interfered with.
9. No right of storage is given by the rental agreement. Upon request a limited amount of storage space may be provided if available by the management without charge, at Lessee's risk. Carports are for motor vehicle parking only. All other personal property must be enclosed in storage cabinets.
10. Lessees are to pay for broken, damaged or missing articles and for damages caused to the building, its fixtures, furniture and equipment by them, their guests, and/or agents, and/or employees. The cost for repairing plumbing stoppages caused by tenant disposal of inappropriate items down toilets, sinks, tub, or shower drains, will be charged back to tenant. Tenants are advised not to use any off-the-shelf products to clear drains. Any damage to pipes due to drain cleaners will be charged to tenants.
11. Tenants are expected to keep their units in clean and sanitary condition. Please use bleach if necessary in order to prevent the accumulation of mold and mildew.
12. Lessor will not be responsible for loss of property of Lessees through theft or otherwise.

HOUSE RULES (continued)

13. Any drape or curtain rod (bracket or track), or any blind, carpeting, lighting fixture, or any other item whatsoever installed in or upon the premises by Lessee, after first having obtained the consent in writing of Lessor, shall become a part of the realty and shall not be removed by the Lessee unless he/ she obtains the written approval in advance of Lessor. Lessor reserves the right to instruct Lessee to remove all or any of those items heretofore mentioned and upon termination of this lease, if Lessee is so instructed to do, Lessee shall so remove such article(s) and place the premises back in the same condition they were prior to the installation of said article(s).
14. Any vehicle maintenance conducted on the premises is strictly prohibited. Disposing of any toxic or environmentally hazardous vehicle material on or about the property is not permitted; violators will be subject to the municipal regulations administered by the local government authorities. All vehicles parked on the property must be operative.
15. Lessee shall not keep pets on the premises without approval in writing of the Lessor.
16. Prior agreements may exist. Any addendums to this list must be presented to resident manager in writing.
17. No Sublets! (Refer to your Rental Agreement for details).
18. Abuse of regulations may result in being asked to leave the rental unit.
19. California West is not responsible for any treatment for ants, mice, spiders, or any other types of rodents.
20. Bikes are not allowed on the walk-ways, stairways, parking lot and common areas, except on bike racks. Any bikes left at the property will be removed at tenant's expense.

SWIMMING POOL POLICIES

Your assistance is needed to make our pool fun, safe and sanitary. Cooperation in following these swimming pool policies will allow pleasant relaxation and recreation for all.

1. Pool hours are 9:00 a.m. to 10:00 p.m.
2. The pool use is reserved exclusively for residents and their guests. There is a limit to two (2) guests per apartment. Guests may not use the pool unless the Resident of said apartment accompanies said guest. Residents are responsible for the conduct of their guests.
3. No children under the age of 16 are allowed in the pool area unless accompanied by an adult. If the child is 16 or over, they must be able to swim in order to be at the pool alone. Make sure your children know the rules and regulations of the pools and the importance of following them.
4. No food, glass or alcoholic beverages are allowed in or around the pool area.
5. No running & jumping or other noisy, disruptive or dangerous behavior is allowed in or around the pool area. NO DIVING.
6. Please exercise common courtesy when using radios, or any music devices in or around the pool.
7. Please protect the pool furniture from suntan oils or lotions by using towels or other covers and be sure that you shower and are reasonably "oil free" before entering the pool.
8. Management is not responsible for the loss of or damage to personal belongings. Please take all personal articles with you when leaving the pool area.
9. Diving off the roof or balcony walkway into the pool is strictly forbidden, and will result in immediate termination of residency.
10. Please do not hang wet towels or swimsuits over the balcony railings or pool fence to dry.
11. Please exercise due care and caution in and around the pool area. Persons using the pool do so at their own risk. NO LIFEGUARD IS ON DUTY. Safety equipment is to be used for emergency purposes only.
12. THE MANAGEMENT RESERVES THE RIGHT TO DENY USE OF THE POOL TO ANY PERSON.

OVERCROWDING

Do overcrowded conditions exist at the residence? You may be forced to move out if overcrowded conditions violate zoning or safety codes.

If you rent or lease a home in the R-1 or R-2 zones, certain standards apply. These standards include number of bathrooms, parking requirements and square footage per person. A permit is required if over five adults occupy the residence.

NOISE DISTURBANCES

SAN LUIS OBISPO MUNICIPAL CODE 9.12-050

A. Noise disturbances prohibited.

No person shall unnecessarily make, continue or cause to be made or continued, or permit or allow to be made or continued, any noise disturbance in such a manner as to be plainly audible at a distance of fifty feet from the property site, building structure, or vehicle in which it is located and shall be considered prima facie evidence of a violation of this section.

NOISE CITATION FINES: \$300 - \$1000

- A residence is eligible to receive **only 1 noise warning** or disturbance advisement card (DAC)
- A residence will be on the Premise list for **9 months**
- While on Premise list, SNAP does not respond and officers responding can issue citations for further violations. Noise citation fines are:
 - First Violation: \$350
 - Second Violation: \$700
 - Third Violation: \$1000

Tenants will be charged an additional \$300 per incident by California West. Please refer to your Rental Agreement.

The Noise Ordinance also includes:

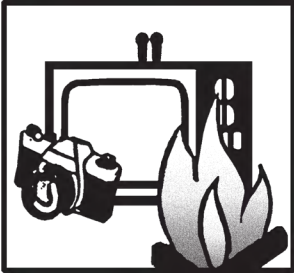
- Property owners will receive a notice when their tenants have received a DAC and they will receive their own citations and **fin**es if they allow further noise violations at the residence.
- **First time** noise citation recipients may have a community service option but California West does not get involved in the community service option. This must be arranged directly with the City.

For more information go to the SLOPD website at slopd.org or SLOPD Facebook page "City of San Luis Obispo Police Department," or contact the SLOPD Neighborhood Services Manager at 805.781.7186

Please check your Rental Agreement for Noise Disturbances fees and rules that apply for your unit.

RENTER'S INSURANCE

If you rent..... you need special protection



Get protection against loss of furniture, clothing, or most other personal possessions, and for your personal liability too.

California West urges all residents to acquire renters insurance for all your personal belongings. Should your unit have a fire, smoke damage, earthquake, power surge, high winds, tornado, hail, flood, explosion, damage from vehicle or theft and vandalism, etc., the owners insurance does not cover your personal items. Their insurance covers the building only.

You may obtain renters insurance through any insurance company. The cost varies on the amount of coverage you will need to cover your property.

"California West requires every tenant to have their own renter's insurance. A copy of your renter's insurance must be provided before your move-in date. California West must be added as "Additional Interest" in your policy."

YOUR BELONGINGS ARE VALUABLE -- PROTECT THEM

YOUR SECURITY DEPOSIT

HOW DO I GET MY DEPOSIT BACK?

Your security deposit ensures that your rental unit will be in good condition for re-rent when you move out. Any cleaning & excessive painting, repairs or other expenses incurred during your tenancy above and beyond normal wear and tear only will be deducted from your security deposit. Security deposits are mailed within 21 days from the date that we received the key from the tenant. You should inspect your apartment when you move in and fill out a move-in report describing the condition of things. A move-in report has been provided for your use.

MAY I USE MY SECURITY DEPOSIT FOR MY LAST MONTH'S RENT?

Your security deposit is **NOT** a last month's rent payment and may **NOT** be used as such.

WHAT IF THERE'S SOMETHING WRONG WITH THE APARTMENT BEFORE I MOVE IN? WILL YOU TAKE THAT OUT OF MY SECURITY DEPOSIT?

When you move in, you will be given a property condition form to fill out. Be sure that any problems are noted on this property condition form. This condition form is a statement of the condition of your unit when you move in. This protects you upon move out. Please return this sheet within 5 days after MOVE IN. If you do not return your move in property condition form, we will assume that there are no problems.

WHAT IF I MOVE OUT BEFORE MY ROOMMATES DO? DO I GET MY SECURITY DEPOSIT BACK?

California West does not split-up security deposits. If you should move out and your roommates continue to live in the unit, you and your roommates should negotiate your share of the security deposit and they should return it to you. When there is a change in tenants the appropriate office must be notified. New tenants must ALWAYS be approved by California West BEFORE they move into the property.

HOW MUCH NOTICE DO I HAVE TO GIVE WHEN I DECIDE TO MOVE?

First, always give written notice of your plans to leave. Oral notice is not legally valid even if you have an oral rental agreement. If you don't give proper written notice, you may have to pay additional rent. Normally, if you pay rent once a month, you should give your landlord a written notice that you intend to move 30 days in advance. However, it is possible for you and your landlord, at the time you move in, to agree to a shorter notice period.

30 day notice only applies for month-to-month Rental Agreements.

Your notice of departure does not have to correspond to a due date for rent. You can pay rent on June 1, give 30 day notice on June 10, and move out July 10. Of course, you still have to pay the first 10 days of rent for July. You have to pay for every additional day you remain on the premises. If you move out early, you should try to make an arrangement with your landlord that if someone else moves in, the new resident will pay the remaining portion of the rent, and you will receive that portion back.

WE'RE ALL MOVING OUT AT THE SAME TIME, BUT ONE OF MY ROOMMATES DID LOTS OF DAMAGE AND WE DON'T WANT TO BE PENALIZED.

Again, California West will not split up security deposits nor get involved in disputes between roommates. The security deposit refund check will be made out to ALL the roommates on the rental agreement unless prior written approval has been received from ALL the residents. You and your roommates will be responsible for negotiating how your refund will be split.

CAN I GET INTEREST ON MY DEPOSIT?

Current California laws do not require that you be paid interest on your deposit.

GENERAL INFORMATION

CAN I BE FORCED TO MOVE?

A Landlord can give several types of written notices. Usually written notice must be given at least 30 days in advance, yet in certain circumstances three days' notice is all that is required.

- A three-day notice is given in such cases as when you have not paid the rent, have destroyed or damaged the property, or have violated the rules or regulations of the lease or rental agreement. A three-day notice must state why you are being asked to leave, and if the problem is correctable what you must do to stay. If you correct the problem or if the landlord changes his/her mind and agrees to overlook the problem, the three-day notice is cancelled (and the lease or rental agreement continues in effect) and you do not have to move.

- A 30-day notice is given if the landlord simply wants to end the rental agreement. A 60-day notice is required if tenants have lived in the rental unit for more than one year. The landlord does not need to give a reason unless you live in a federal or state subsidized housing development. A 30-day notice is required if your place has been involuntarily sold (for example, at a judgment or foreclosure sale), unless you have a rental period that is shorter than one month (such as a week-to-week rental, in which case you need to be given only seven days advance notice). However, if your landlord *voluntarily* sold your place, the new landlord assumes the same terms and conditions (for example, the rental agreement or lease) which you had with the previous landlord.

Written notice is only the first step. If you don't move, your landlord cannot turn off your utilities, prevent you from entering your place by locking you out, remove the outside door or windows with the intention of making you move, or remove your personal property from the premises. If the landlord does, you may call the police and file a lawsuit. If you win in court, you may receive actual damages plus reasonable attorney's fees and up to \$100 for each day of the violation.

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When a landlord wants you to move from a month-to-month rental, the landlord first must give you written notice. If you don't comply with the written notice, the landlord's second step is to sue you in court. A landlord legally cannot walk into your residence and physically remove you or lock you out if you do not comply with a written notice. A landlord must use the court system.

THE EVICTION PROCESS

There are five steps to the eviction process:

1. You receive a written notice from the landlord asking you to move.
2. If you don't move, your landlord files a lawsuit called an "unlawful detainer." In most cases you have only five days to respond.
3. You and your landlord go to court and explain your stories to a judge or jury.
4. There is a court decision.
5. If you lose your case, you must move. If you don't move, the landlord is granted a "writ of possession." Five days after the sheriff has delivered a notice to you or posted it on your door, the sheriff can evict you if you do not voluntarily move out. This is the only way the landlord can have you physically removed from the property.

GENERAL INFORMATION

CAN MY LANDLORD ENTER MY APARTMENT WITHOUT MY PERMISSION?

You have a basic right of privacy which your landlord should respect. Your landlord may enter your place only in the following cases:

- In an emergency
- To make necessary or agreed upon repairs, decorations, alterations or improvements; supply necessary or agreed upon services; or show the unit to prospective buyers, residents or repair workers.
- When you have abandoned or given up the premises.
- As a result of a court order.

Unless it is an emergency or impractical, your landlord should give you reasonable notice of his/her plans to enter, and enter only during normal business hours. Twenty-four hours is usually considered reasonable notice.

NOTE: Your unit may be inspected at least once a year.

PROOF

LETTER OF INSTRUCTIONS TO DEPARTING RESIDENT

We, at California West, are always sorry to see one of our residents terminate their residency with us. In departing we ask that you leave your unit as clean as possible in order to avoid any unnecessary charges for cleaning. The cleaning requirements are listed below.

If you wish to request a pre-inspection of your unit, please notify our office to schedule a time. The scheduled time must be no earlier than two weeks prior to your move-out. If you do not respond to our office, you will waive your right to a pre-inspection. Please note: your unit must be empty the time of the pre-inspection for better evaluation.

In order to avoid any scheduling problem or additional rent charges, it is our expectation that you will move out by the day you have stated in your "Notice of Intent to Vacate" To assist us in making refunds due you promptly, we ask that you review the "Statement of Security Deposit" term of your Rental Agreement. Please return all sets of keys to our office at the time of vacancy. **RENT WILL BE CHARGED UNTIL THE KEYS ARE RETURNED TO US: DROP THEM THROUGH THE SLOT IN OUR DOOR IN AN ENVELOPE WITH YOUR NAME & ADDRESS AND SECURITY DEPOSIT FORM IF THE OFFICE IS CLOSED.**

Thank you for your continued cooperation as we prepare for your departure. If you have any questions, please don't hesitate to call on us.

KITCHEN

1. Clean refrigerator, shelves, crisper and floor under refrigerator. Vacuum coils.
2. Clean all cupboards, tile, fan and faucet fixtures.
3. Clean range, burners, knobs, oven, drip pans, range hood and filters.
4. **Do not** turn off/unplug the refrigerator.

BATHROOMS

1. Clean toilet and toilet tank.
2. Clean chrome fixtures, fan and mirrors.
3. Wipe inside of medicine cabinet.
4. Clean floor, tile and baseboards.
5. Clean shower, shower door tracks, bathtub and grout.

LIVING ROOM, DINING ROOM & BEDROOMS

1. Clean base boards.
2. Wipe finger marks and other scuff marks off walls and doors.
3. Remove picture hanger hooks.
4. Wipe drapery rods.
5. Wash mirrors, windows, window sills, and window tracks. Dust screens.
6. Vacuum and dust closets and shelves. Remove hangers.
7. Clean sliding door tracks.
8. Remove all boxes, litter and debris from premises.

If, during your tenancy, you have had fur bearing animals, you will be expected to have your unit professionally treated for fleas and provide California West, with a receipt at the time you vacate the premises.

If any of the above mentioned items are not attended to at the time you vacate your unit, they will be subject to performance by California West, at your expense and will be deducted from your security deposit as set forth in your Rental Agreement.

To assist us in making refunds due you promptly, we ask that you make sure we have your **forwarding address** (see Return of Security Deposit Form attached).

If you do not have the forwarding address form, please request one at our office.

State law permits former tenants to reclaim abandoned personal property left at the former address of the tenant, subject to certain conditions. You may or may not be able to reclaim property without incurring additional costs, depending on the cost of storing the property and the length of time before it is reclaimed. In general, these costs will be lower the sooner you contact your former landlord after being notified that the property belonging to you was left behind after you moved out.

INTRODUCTION TO THE CITY OF SAN LUIS OBISPO NO SMOKING ORDINANCE

What is the No Smoking Ordinance?

The San Luis Obispo City Council has voted to adopt an ordinance regulating secondhand smoke based on public input. This ordinance builds on the groundbreaking laws passed in 1990, which made San Luis Obispo the first municipality in the world to ban smoking in all indoor public places. The new ordinance that went into effect on May 20, 2010, extends public protection from secondhand smoke to include all outdoor areas where the public may be present. This guide provides a brief overview of the ordinance, and how it affects residents, employees, business owners, and visitors to the City. Below is a concise summary of the ordinance; for more information go to: www.slocity.org/specialactivities/smoking.asp

A Brief Overview of Municipal Code Chapter 8.16

The intent of the City Council in enacting this ordinance is to protect the public health, safety, and general welfare of residents and visitors by prohibiting smoking in public and private places under circumstances where other persons will be exposed to secondhand smoke. This ordinance also ensures a cleaner and more hygienic environment for the City's residents and visitors, and its natural resources, including parks and open spaces. Efforts have been made to strike a reasonable balance between the needs of nonsmokers to breathe smoke-free air, and those of smokers.

Where you cannot smoke:

Smoking is prohibited everywhere in the City, with some exceptions, as listed in the next section.

Where you can smoke:

Private residential property, other than those used as a child-care or health-care facility.

In 25% of hotel or motel guest rooms that have been permanently designated as smoking rooms.

Designated outdoor areas at bars which do not serve food.

Existing tobacco retailers (with some restrictions).

Any outdoor area in which no non-smoker is present and, due to the time of day or other factors, it is not reasonable to expect another person to arrive.

Reasonable Distance:

Smoking in unenclosed areas is prohibited within a reasonable distance (minimum of twenty (20) feet) from any entrance, exit, opening, or operable window into an enclosed area in which smoking is prohibited.

FREQUENTLY ASKED QUESTIONS

Has the City of San Luis Obispo banned smoking?

No. The purpose of the comprehensive secondhand smoke ordinance is to limit public exposure to secondhand smoke in public and private areas within the City.

What should I do if I witness someone violating the ordinance?

If you are at a business, retail store or restaurant, please ask an employee to enforce the ordinance. If you are walking down the street or in another public place, you can ask the smoker to extinguish their cigarette, cigar or pipe. If you are uncomfortable doing so, or the person refuses your request, please contact the Police Department at (805) 781-7317.

How will the ordinance be enforced?

The ordinance provides a variety of methods of enforcement. The City expects to rely on warnings and citations for most offenders but will consider more serious penalties for willful or repeat offenders.

What if I don't see a sign?

While efforts will be made to post signs in public areas, the presence or absence of signs shall not be a defense to the violation of any other provision of the ordinance.

Information for Business Owners

Smoking is prohibited in places of business, regardless of the hours of operation. This includes indoor and outdoor work areas, construction sites, vehicles used in employment or for business purposes, employee lounges, long-term health facilities, and private residences that are used as child or health care facilities, with some exceptions, including:

Bars that do not serve food may have one clearly designated, unenclosed area in which smoking is permitted. The area must be more than five (5) feet from any doorway or opening to an enclosed area, and is only permitted provided no smoke enters adjacent areas in which law or policy prohibits smoking.

Up to twenty-five percent (25%) of guest rooms in any hotel or motel may be designated as smoking rooms, if the hotel or motel permanently designates at least seventy-five percent (75%) of its guest rooms as nonsmoking rooms with permanent "No Smoking" signs posted in each room.

Existing tobacco retailers at the time of this ordinance being adopted. Premises must be equipped with a dedicated air-ventilation system within 6 months of this law going into effect.

Signs clearly designating smoking and nonsmoking areas must be posted as established in the municipal code. The manner in which the signs are posted is left to the discretion of the owner or manager, as long as clarity, sufficiency and conspicuousness are apparent. See the City's website for the ordinance in full.



Contact City of San Luis Obispo
Address: 990 Palm Street
San Luis Obispo, CA 93401-3249
Phone: (805) 781-7100
Police: (805) 781-7317 (Non-Emergency)
Website: www.slocity.org/contact.asp

SMOKING RULES FOR TENANTS:

There shall be no smoking or vaping inside the unit. Furthermore, nowhere at the Property shall there be any use or cultivation of marijuana or any drugs that are unlawful under any federal, state, local, or other ordinance and breach of this paragraph is material and shall be cause for eviction.

