



FAQs for Renters

If my rental unit was damaged or destroyed in the fire, can I obtain financial assistance to help pay for temporary housing?

Yes. If your home was damaged or destroyed during the fire, you may be able to obtain financial assistance for temporary housing. FEMA and/or your renters' insurance policy may cover such costs.

If I was required to evacuate during the fire can I receive reimbursement for my alternative lodging expenses?

Yes. If you were required to evacuate during the fire, you may be able to obtain financial assistance to reimburse you for such costs if you have renter's insurance or are eligible for FEMA assistance. Keep your receipts.

Do I have to continue to pay rent if my home was damaged or destroyed by the fire?

Possibly. If your rental unit was completely destroyed or substantially damaged by the fire you do not have to continue to pay rent if you terminate your tenancy. You should document the unit's impaired conditions and write a letter to your landlord (with copies of the documentation enclosed) stating that the unit is not habitable and you consider the lease terminated. However, if your rental unit was simply damaged but not substantially impaired, such that you can continue to live there, you must pay your rent. If your rental unit has been damaged, your landlord must make the repairs necessary to ensure that the rental unit is habitable. If such repairs are necessary, your rent should be reduced on a proportional basis during the time that your landlord is completing the necessary repairs. If you need help negotiating a reduced rental rate with your landlord, please contact our office.

If the fire damaged my rental unit, is my landlord required to repair the rental unit?

Your landlord is required to make sure that your rental unit is habitable. Habitability requires that a rental unit must substantially satisfy all of the following conditions: roof and exterior

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walls must be waterproof, windows and doors must be unbroken, plumbing and gas systems must be in good working order, hot and cold running water must be provided, sewage disposal systems must be operational, heating equipment must be in good working order, electrical lighting and writing must be maintained in good working order, and floors, stairways, and railings must be kept in good repair. Therefore, if a gas line was damaged due to the fire, or smoke damage can be seen in your rental unit, your landlord may be required to repair such damage. If you have questions regarding the habitability of your rental unit please contact our office.

If the fire damaged my rental unit, can I terminate my lease agreement?

If your rental unit is not habitable, you can terminate your lease. However, if your rental unit is habitable, the normal rules regarding tenancy apply. As a result, as long as your rental unit is habitable, you must provide sufficient notice to your landlord before you can terminate your lease. Generally, a month to month tenancy requires a minimum of 30 days' notice before the lease can be terminated. If you have questions about your ability to terminate your lease please feel free to contact our office.

If the fire substantially damaged or destroyed my rental unit, am I entitled to receive a refund of my security deposit if the rental unit is not habitable?

Yes. Unless the lease agreement states otherwise, the landlord must return your security deposit within 21 days.

If my personal belongings were damaged or destroyed by the fire can I obtain financial assistance to replace them?

Yes. If your personal belongings were damaged or destroyed by the fire you may be able to obtain financial assistance to replace them. FEMA, U.S. Small Business Administration Loans (SBA Loans), or a personal insurance policy (such as renters' insurance) may cover such costs. If you were renting your primary residence, you should find out if your landlord named you as an additional insured on the landlord's policy, in which event it may provide benefits to you. You may also be able to obtain community specific grants created to assist fire survivors.

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Is my landlord required to repair or replace any furniture or appliances that were damaged or destroyed by the fire?

If your rental unit is still habitable but an appliance or other furniture was damaged by the fire, your landlord is only required to repair or replace such damaged items if they were included in your lease agreement. For example, if a refrigerator came with your lease agreement and was damaged by the fire, your landlord would likely be required to repair or replace it.

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