# Information on Dampness and Mold for Renters in California

# Main points:

- Living in damp or moldy buildings increases the chances of respiratory problems like asthma.
- The critical warning signs are visible mold, water damage, damp materials, or mold smell.
- · Dampness is needed for mold to grow, so if you control the dampness, you control the mold.
- Dampness or mold indoors may make housing substandard, per the California Health & Safety Code.



This booklet describes the increased risks to health, including specific health issues, that may result from exposures to dampness or mold in buildings. This booklet was produced in January 2021 by the California Department of Public Health (CDPH) in accordance with the 2001 Toxic Mold Protection Act (HSC §26148).

# Health Problems from Damp or Moldy Buildings

Living or working in damp or moldy buildings increases the risk of many harmful health problems, including:

- asthma attacks in people who already have asthma
- a new asthma diagnosis
- respiratory infections, such as bronchitis
- breathing symptoms, such as hay fever, sneezing, stuffy nose, sore throat, wheezing, breathing difficulty, or cough
- eczema or skin rash

Mold can affect people differently. How much a person is affected depends on how sensitive they are and on how much they are exposed. Damp or moldy buildings are linked to health problems in people even if they do not have allergies.

## Signs of Dampness or Mold

Signs of dampness or mold that may cause health problems include:

- visible mold (regardless of color), such as on walls or ceilings, behind furniture or appliances, under carpets, or even hidden in areas not seen in the occupied areas of homes
- mold odor, noticed as an earthy, musty, or moldy smell
- visible water damage, such as water-stains or discoloration on walls or ceilings, peeling or bubbled paint, warped floors, or rotting wood
- damp or moist materials, including condensation on windows or walls

Any one of these signs indicates increased risks to health, and the more that any of them are present, the greater the risk of health problems. Tests that identify the types of mold or the amounts of mold in buildings are not useful in telling us about the health risks. This is why CDPH does not recommend testing for mold, such as measuring mold spores in the air.



### Causes of Building Dampness that Can Allow Mold to Grow

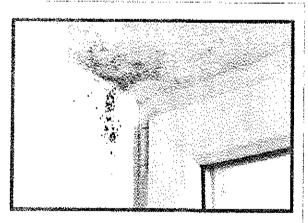
The dampness that is necessary for indoor mold to grow can come from either inside or outside a building.

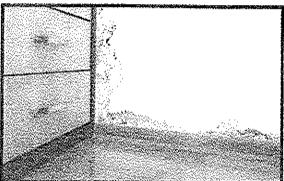
#### Indoor sources include:

- leaking or burst water pipes, for instance under sinks inside walls
- not enough venting to the outside by open windows or exhaust fans in places where water is used or moisture is produced (for example, bathrooms, laundry areas, kitchens, and water heaters)
- condensation (water droplets) on cold surfaces, including windows

#### Outdoor sources include:

- water coming in through leaky roofs or poorly-sealed windows, or from flooding
- damp, exposed dirt in crawl spaces
- outdoor surfaces that slope and drain water toward a building, including from a downspout





### Fixing Dampness and Mold Problems

The California Health & Safety Code (HSC §17920.3) says that when dampness or visible mold (or certain other conditions) in a home is a hazard to the health of occupants, the home is substandard and the property owner must fix the conditions. The Code excludes mold that is "minor and found on surfaces that accumulate moisture as part of their properly functioning and intended use."

CDPH recommends fixing dampness and mold problems as follows:

- identifying and correcting the source of any water that may allow mold to grow
- rapid drying or removal of damp materials
- cleaning or removing mold and moldy materials as rapidly and safely as possible

Note: if a moldy area is simply bleached, cleaned, or painted over—without fixing the source of the dampness—the mold is likely to grow again.

### Renters in California

The California Health & Safety Code requires property owners to provide a rental unit that is safe and healthy for the people living in it. Prospective renters should look for obvious conditions that show dampness or mold, and also less obvious signs like water leaks under the kitchen and bathroom sinks or moldy odor in a sealed-up home. Also look for conditions likely to cause future problems, like a bathroom that has no working vent fan or no window that opens, or a clothes dryer without an outside vent.

For renters who suspect there is dampness or mold:

- 1 Tell the property owner or manager. Early detection and correction of the dampness and mold problems can reduce the risks to your health and prevent the problem from getting worse.
- 2. If your property owner will not respond to your concerns in a reasonable amount of time, contact your local (city or county) code enforcement agency and ask for a code enforcement officer to inspect for violations. Many dampness or mold problems in rental homes are the responsibility of the property owner and must be addressed by them. However, a code enforcement officer may determine that dampness or mold in a building results from a tenant's actions or inactions for instance, not using available bathroom ventilation during showers.
- If the local inspector determines there is a violation, they can require the property owner to correct the problem.

### Additional Resources

For general information on dampness and mold and a list of local code enforcement agencies, with a focus on dampness and mold, see <a href="https://www.cdph.ca.gov/iao/mold">www.cdph.ca.gov/iao/mold</a>. To see an animated video series, Mold in the Home, visit <a href="https://www.cdph.ca.gov/mold">www.cdph.ca.gov/mold</a>.

Property owners must provide a rental unit that is safe and healthy for the people living in it.

Tenants must notify property owners of any dampness or mold problems.





# ANIMAL TERMS AND CONDITIONS ADDENDUM

(C.A.R. Form ATCA, 6/23)



The	e folio	owing terms an	d conditions	ero horeby	incorporated in and	I made a part of the	Residential Lease or	Month-to-Month Rental	
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(Un	k/Ans	artment)	_, on propert	y located at (	atreet //coress) Alhambra	(State) C	eliforni (Zip Code)	91801 ("Premises"),	
inv	vhich	100005	- end . 1	Ponifer	Burbank	(\$10.07	15	referred to as "Tenant"	
and	\$	Brada	nd Vic	k. Mar	+ i ve e 7		is referred to	as "Housing Provider"	
and <u>Brad and VICK: Martine Z</u> is referred to as "Housing Provider" (the term "Housing Provider" includes Rental Property Owner and agent).									
ANIMAL ADDENDUM AND AGREEMENT: Notwithstanding any other term in the Agreement, Housing Provider grants permission for Tenant to have the following animal(s) only									
on the Premises:COnj.me "Husky"									
subject to the following terms and conditions:									
1. Tenant represents that the animal(s) is:									
	A.   a qualified service animal under California and Federal fair housing law. Tenant has previously been asked and represents that Tenant (or occupant) has a disability and the animal is trained to assist with the following disability-related task(s) (Note: Tenant is not obligated to complete the following field if, as applicable, the disability is obvious or an animal's disability related task is obvious?								
	<b>B.</b> 1	X a qualified a Housing Provi	support anim der with doc	al, emotiona umentation e	support animal or o stablishing a need fo	ompanion animal uno or the animal;	der fair housing laws a	nd Tenant has provided	
2.	Tena	ant is not allow	ved to have	any animal	on the Premises oth	er than those design	nated above, including	any pets that are "just	
3.	Ten	visiting" unless otherwise allowed under fair housing laws.  Tenant represents to Housing Provider that the animal(s): (i) is housebroken; (ii) has no history of causing substantial property.  Tenant represents to Housing Provider that the animal(s): (i) is housebroken; (ii) has no history of causing substantial property.							
4.	destruction; and (iii) has no history of serious threatening or causing harm to persons by biting, scratching, chewing or otherwise.  Tenant agrees that the animal(s) will be properly licensed and vaccinated pursuant to applicable laws and Tenant will provide proof								
5.	of licensing and vaccination upon Housing Provider's or agent's request.  Tenant is responsible for compliance with all local laws and regulations relating to the animals.								
6.	Tenant agrees to clean up after their animal(s) and properly dispose of all waste.								
7.	Tenant agrees to keep Premises free from animal odor and stain.								
8.	Tena	Tenant agrees to take action to avoid pest infestations (fleas, etc.) in the Premises.							
٥.	A 1	Animals way not he hethed or proposed in the launday room sinks, 2001s, of 2001, 2068.							
10.	Tena visitio	Tenant is responsible for and will be charged for any damage to the Premises caused by an animalist, whether listed above or just visiting." Damages include, but are not limited to, damages to floors, carpets, drapes, screens, landscaping, fencing, including odors							
11.	Tens	due to the presence of animals. Fenant agrees to indemnify and hold Housing Provider and Housing Provider's agents harmless from all liability, claims, demands, Jamages and costs for injuries to persons or property in connection with Tenant's animal(s).							
12.	<ul> <li>Terms and Conditions Applicable to Pets Only:</li> <li>A. Permission to have an pet may be revoked at any time with three days notice for cause, or for month to month tenancies with thirty days notice without cause. Tenant's failure to remove the animal(s) after permission has been revoked shall be deemed a breach of the lease or rental agreement.</li> <li>B. If the Premises is part of a residential complex, pets are not allowed in pool areas, clubhouses, business office, laundry rooms, business center or fitness centers.</li> </ul>								
	c. ř	Tenant agre	es to carry r	enter's insura	ince which includes	coverage for pet owr	nership.		
13.									
By s	ignin	ng below, Ten	ant acknow	ledges that	they have read, un	derstand, accept, a	nd have received a co	opy of this addendum.	
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		ignature): X <u>(</u>						Date: 8/19/24	
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Housing Provider (Signature)								Date: 8/13/24 Date: 8/13/24	
tousing Provider (Signature) X 15 Cate: 67/3/24  2023. California Association of REALTORS®, Inc. United States copyright law (Title 17 U.S. Code) forbids the unauthorized distribution, display and reproduction of this control of the providing foreigning or computative formals. This FORM HAS BEEN APPROVED BY THE									
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