
SEXUAL HARASSMENT BY LANDLORDS OR MANAGERS

Sexual harassment in housing covers a wide range of behaviors—from a landlord’s or manager’s offensive sexual comments to physical encounters, to outright rape. A tenant who has been led to believe she/he¹ must sleep with her/his landlord to have repairs done or to avoid an eviction has been sexually harassed, as has a tenant whose manager enters her/his apartment without her/his permission and touches her/his against her/his will. Unwelcomed sexual approaches by the manager or landlord are sexual harassment.

Document the Harassment

Write down what the landlord or manager said or did to you and the place and dates of the incidents. Keep copies of any sexually explicit material or threatening letters the landlord or manager sent you. Note the name of any witnesses and if you can talk with other tenants to find out whether they have been harassed.

As much as possible, deal directly with the harassment when it occurs—whether it’s to reject repeated requests for a date or express your distaste for sexually explicit comments or physical contact.

Report the Incidents

An isolated incident of offensive sexual comments usually wouldn’t qualify as harassment, but once you notify the landlord or manager to stop the behavior and the pattern continues, then you have grounds for a case. If the apartment manager persists in sexually harassing you, or if you’re uncomfortable speaking face to face, write her a letter spelling out what behavior you object to and why, and send a copy to the owner or property management firm. If the owner is the harasser,

write her/him a letter demanding that she stop. If you feel the situation is serious or bound to escalate, say that you will take action against the harassment if it doesn’t stop at once. Include a copy of the state and federal laws prohibiting discrimination on the basis of sex. If other tenants have been harassed, ask them to send a joint letter. Keep copies of all correspondence.

Your Safety

If you have been assaulted in anyway call the police. If you are in immediate danger, dial 911. If you do not feel that you can contact the person who is harassing you (property manager, owner) to formally request that they stop the offending behavior call Housing Rights, Inc. or a similar agency that serves your city and ask us to intervene on your behalf.

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Sexual harassment by a landlord or manager is illegal under state and federal laws that prohibit discrimination on the basis of sex: Californian’s Unruh Civil Rights Act, the Fair Employment and Housing Act, and the Federal Fair Housing Act of 1968. Harassment which involves a violation of a tenant’s privacy rights is illegal under state law (California Civil Code Section 1954.)

It’s against the law for a landlord or manager to retaliate against a tenant for having exercised any right under the law, such as the right to be free from sexual discrimination, including sexual harassment. Retaliation includes increasing rent, giving a termination notice, decreasing any services or even just threatening to do so.

¹ While most incidences of sexual harassment are believed to occur against women, men can also be victims.

The Fair Employment and Housing Act Government Code §§ 12955 (a) (f) states; It's shall be unlawful:

- (a) For the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, or disability of the person.
- (a) For any owner of housing accommodations to harass, evict, or otherwise discriminate against any person in the sale or rental of housing accommodations when the owner's dominant purpose is retaliation against a person who has opposed practices unlawful under this section, informed law enforcement agencies of practices believed unlawful under this section, has testified or assisted in any proceeding under this part, or has aided or encouraged a person to exercise or enjoy the rights secured by this part.

California Civil Code §§ 1954 states; A landlord may enter the dwelling unit only in the following:

- (a) In case of emergency
- (b) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workmen or contractors.
- (c) When the tenant has abandoned or surrendered the premises.
- (d) Pursuant to court order.

Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents at the time of entry.

The landlord shall not abuse the right of access or use it to harass the tenant. Except in cases of emergency, when the tenant has abandoned or surrendered the premises, or if it is impracticable to do so, the landlord shall give the tenant reasonable notice of his intent to enter and enter only during normal business hours. Twenty-four hours is usually presumed to be reasonable notice.