

RENTERS' RIGHTS UNDER THE TENANT PROTECTION ACT

California's Tenant Protection Act (AB 1482) provides basic protections for renters against extreme rent increases and unfair evictions. A new law (SB 567) makes important changes that take effect **April 1, 2024**.

RENT INCREASES

California law limits the amount a landlord can raise a renter's rent.

- Rent cannot be raised over any 12-month period more than the rate of inflation (Consumer Price Index or "CPI"—www.tenantprotections.org/calculator) + 5%. In no case can it be more than 10%.
- Rent can only be raised twice within any given 12-month period.

JUST CAUSE FOR EVICTION

California law limits the reasons why a renter can be evicted. These include **"at-fault"** reasons (because of something the renter has done or refused to do) and **"no-fault"** reasons (because of something the landlord wants to do with the property).

- Landlords must state one of the allowable reasons in the written eviction notice in order to evict the renter.
- Renters cannot be evicted simply because the lease ended or the landlord is selling the property - the landlord must have and prove one of the allowed reasons.
- To have just cause protections, all renters must have lived in the unit for one year, or at least one of the renters must have lived in the unit for two years.

Exceptions for renters in certain types of housing:

- These protections apply to renters in **most types of buildings**, but there are some exceptions.
- For example, protections **do not apply** to renters who live in affordable (subsidized) housing; housing built within the last 15 years; or certain single-family homes or condos, depending on how the home is owned.
- Renters may also not be protected if the landlord lives on the property.
- Renters who are not covered under state law may be covered by local rent stabilization or just cause protections.

"AT-FAULT" REASONS FOR EVICTION:

- Failing to pay rent.
- Violating the lease.
- Creating a nuisance at the property.
- Damaging the property.
- Refusing to sign a lease extension or renewal with similar terms.
- Criminal activity by the renter, on the property or directed at the landlord.
- Subletting in violation of the lease.
- Refusing to let the landlord enter under certain circumstances.
- Using the property for illegal activity.
- Failing to move out after the renter is fired as the landlord's employee.
- Failing to move out after the renter informs the landlord they are moving out.

If a landlord wants to evict a renter for an **"at-fault"** just cause reason, **the landlord must first provide the renter with the opportunity to fix the issue**, when possible.

"NO-FAULT" REASONS FOR EVICTION:

- The landlord or their relative is moving in. Eligible relatives: The landlord's spouse, domestic partner, child, grandchild, parent, or grandparent.
- The landlord has decided to stop using the property as rental housing.
- The landlord is following a government order or local law that requires the renter to move out.
- The landlord is demolishing or substantially remodeling the property.

When the landlord chooses to evict a renter for a **"no-fault"** reason, like the landlord or their relative is moving in or the landlord is remodeling the property, the landlord must follow specific steps, and renters have specific legal rights.

RELOCATION PAYMENTS:

- If the eviction is for a **"no-fault"** reason, the landlord must make a relocation payment to the renter equal to **one month's rent**. The landlord can notify the renter that they are waiving the final month's rent instead.
- The eviction notice must inform the renter of their right to a relocation payment or rent waiver.
- The landlord must make the relocation payment to the renter no later than **15 days** after giving the renter the eviction notice.

OWNER MOVE-IN EVICTIONS:

- The landlord or their relative must move in within **90 days** after the renter moves out and must live in the unit for at least **12 months**. If they don't, the renter has a **right to return** to the unit at the same rent and same terms, and the landlord must pay the renter back for moving expenses.
- The eviction notice must state the name and relationship to the landlord of the person moving in, and if the renter requests proof that person qualifies, the landlord must provide it.
- The renter cannot be evicted if the person moving in already lives on the property or if there is a similar empty unit available.
- If the landlord rents the unit to a new renter within 12 months, the rent must not be higher than what the displaced renter was paying.
- Landlords may also be prohibited from doing owner move-in evictions depending on what the lease says, how they own the home, and what share of the home they own.

SUBSTANTIAL REMODEL EVICTIONS:

- The landlord can only evict if the remodeling work will replace a major system requiring a government permit or fix dangerous materials (like asbestos), the work will take at least 30 consecutive days, and the renter cannot safely live there while the work is being completed. On any days the renter can safely live there, the renter has a right to stay.
- The renter cannot be evicted for **minor cosmetic repairs**.
- The eviction notice must include a description of the work and an estimate of how long it will take. It must also include a copy of the permit(s) required for the work. If the work is to fix dangerous materials and does not require a permit, the notice can include a signed contract instead.
- If the repairs are not done, the renter has a **right to return** to the unit at the same rent and same terms. If the renter wants to move back in, the renter must tell the landlord and provide their address, telephone number, and email address. The renter must tell the landlord if they accept within 30 days of receiving an offer to return, and move back in within 30 days of telling the landlord they accept.

RENTERS CAN ENFORCE THEIR RIGHTS IF THEIR LANDLORD BREAKS THE LAW:

- If the landlord does not follow any requirement in the Tenant Protection Act, they cannot evict – meaning the renter can win in eviction court. If served with a “Summons and Complaint,” renters must still file an “Answer” to tell the court their side of the story. Renters should seek help from a lawyer in any court proceeding.
- If a landlord tries to evict without just cause or tries to increase the rent above the rent cap, a renter can sue the landlord in court for financial penalties.
- Local and state governments can also sue landlords who break the law. To make a complaint, contact the California Attorney General’s Office (www.oag.ca.gov/contact/consumer-complaint-against-business-or-company) or the City Attorney or County Counsel where you live.
- Contact your trusted neighborhood community-based organization for support with enforcing your rights.

This fact sheet and the resources below are for informational purposes only and do not contain legal advice. Communication of this information does not create an attorney-client relationship. If you cannot pay your rent or receive an eviction notice, you should consult with a lawyer. Visit www.lawhelpca.org or www.lsc.gov/about-lsc/what-legal-aid/get-legal-help to find a free or low-cost lawyer near you. If you cannot find a lawyer, there are self-help resources: Visit www.selfhelp.courts.ca.gov/self-help/find-self-help for legal information in your area. Visit www.tenantpowertoolkit.org for help filling out the “Answer” paperwork to respond to your eviction case when served with a “Summons and Complaint.” This is a free tool developed and maintained by other organizations; we cannot guarantee this tool will work.



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