

RENT INCREASES, EVICTIONS, AND TENANT PROTECTIONS

California Tenant Protection Act of 2019
(AB 1482)

Rent Increases: California Law

- No rent increases during the term (length of the time) of a lease.
- 30 days written notice when month-to-month (if 10% or less)
- 60 days written notice if more than 10%
 - **AB 1110:** 90 days notice required for increases more than 10% beginning January 1, 2020 (for units not covered by AB 1482)
- **AB 1482:** A new state law that will take effect on January 1, 2020 will prohibit rent increases of more than 5% + inflation for many tenants

The California Tenant Protection Act of 2019 (AB 1482)

- Applies to the following types of units:
 - All apartment buildings built more than 15 years ago (before 2004)
 - Duplexes built more than 15 years ago if the owner of the duplex does not live in the duplex
 - Single-family homes built more than 15 years ago if a corporation owns the home

The California Tenant Protection Act of 2019 (AB 1482)

- Exempt, and not covered by AB 1482:
 - Affordable housing
 - Hotels
 - Duplexes where the owner lives in one of the units
 - Single family homes owned by an individual
 - Hospitals or care facilities
 - University dormitories
 - Any housing where the landlord lives in the unit and the tenants share a bathroom and kitchen with the landlord (i.e., the tenant is a lodger)

The California Tenant Protection Act of 2019 (AB 1482)

- How the initial rent is set:
 - Set by the landlord (at market rate)
- Rent limit: 5% + cost of living (CPI) OR 10% each year, whichever is lower
 - CPI is the Consumer Price Index, which reflects the cost of living
 - In Santa Clara County, the limit when AB 1482 takes effect will be 8.3% (which is 5% + 3.3% change in CPI statewide)
- Landlords can only raise rents twice per year, and the total of the two increases must be less than the limit

What about rent increases before AB 1482 takes effect on January 1?

- If your landlord provides **proper notice***, you will have to pay the increased rate
- If the increase was over the amount allowed by AB 1482 (8.3% increase), your rent will be re-set to the amount it was on March 15, 2019
 - Unfortunately, the landlord does not have to give you back any amount you paid over

***Proper notice:** 30 days if the increase is less than 10%, 60 days if more than 10%

What types of housing have Just Cause protection?

- AB 1482 applies to the following types of units **after 1 year of tenancy**:
 - All apartment buildings built more than 15 years ago (before 2004)
 - Duplexes built more than 15 years ago if the owner of the duplex does not live in the duplex
 - Single-family homes built more than 15 years ago if a corporation owns the home

What types of housing do not have Just Cause protection?

- Exempt, and not covered under AB 1482:
 - Affordable housing
 - Hotels
 - Duplexes where the owner lives in one of the units
 - Single family homes owned by an individual
 - Hospitals or care facilities
 - University dormitories
 - Any housing where the landlord lives in the unit and the tenants share a bathroom and kitchen with the landlord (i.e., the tenant is a lodger)

What is a “Just Cause?”

AB 1482 requires the landlord to state one of following causes (or reasons) in its notice to quit:

1. Failing to pay the rent
2. Violating the lease
3. Being a nuisance
4. Damaging the property, thereby reducing its value
5. Refusing to sign a lease extension or renewal on similar terms
6. Criminal activity on the residence or directed at the landlord or property manager
7. Subletting when your lease doesn't allow it
8. Refusing to let the landlord enter the unit to make repairs or other lawful reason
9. Using the property for illegal purposes
10. Failing to leave employer-provided housing after being fired by the employer/landlord
11. Failing to leave after providing written notice of intent to vacate the property, or after an offer to surrender the property is accepted by the landlord.

What is a “No-Fault” Just Cause?

AB 1482 allows the landlord to state one of following causes (or reasons) in its notice to quit:

12. The landlord or a family member of the landlord wants to move in
 13. Removal of apartments from the rental market under the Ellis Act
 14. City code enforcement actions or court order requiring a moveout
 15. Substantial rehabilitation of the apartment expected to last over 30 days
- Because these reasons are based on the landlord’s decision instead of something the tenant did, they are called “**no-fault**” **causes**
 - If your landlord ends your tenancy for a no-fault cause, the landlord must (within 15 days of service of the notice to quit):
 1. Pay you relocation assistance of one month’s rent
OR
 2. Waive in writing the payment of last month’s rent

Will these protections expire?

- AB 1482 expires in ten years (January 1, 2030)

Vocabulary

- Rent – Regular payment (to a landlord) to use/live at an apartment.
- Tenant – A person who rents an apartment.
- Landlord – A person who rents out an apartment to a tenant. They may or may not own the apartment.
- Negotiate – Work to bring about an agreement (about renting an apartment).
- Contract – An agreement that can be in writing about things we promise to do and rights we have.
- Lease – A contract to rent for a fixed period of time.
- Periodic Rental Agreement – A contract that continues without a stated ending date.
- Right – Ability to do something under a law or a contract.
- Responsibility – Promise to do something.
- Eviction – An action through court started by a landlord so they can get an apartment back after the notice (warning) they gave to the tenant has expired.