



SEE REVERSE SIDE FOR 'JUST CAUSE'  
PROTECTIONS

# CALIFORNIA "RENT CAP"

There are limits to how often and how much your rent can be raised in a twelve-month period!

## THE DETAILS

As of **January 1, 2020**, CA tenants are protected from unreasonable rent increases. Commonly referred to as the "rent cap," Cal. Civ. Code § 1947.12 restricts your landlord from increasing your rent more than **5% + the local rate of inflation or 10% (whichever is less)** in a twelve month-period.

- The "rent cap" is calculated each year and may be different based on when the rent increase is to take effect:
  - For rent increases that took effect **Aug. 01, 2020 through Aug. 01, 2021**, the allowable increase was **6.8%**
  - For rent increases that take effect **after Aug. 01, 2021**, the allowable increase is **9.1%**
- Your rent cannot be raised more than two times in a twelve-month period, and the total increase cannot exceed the annual allowable amount
- The cap does not apply to initial rental amount for new tenancies

**\* Per the SD County Ordinance 10724, rent increases that took effect from June 03, 2021 to June 30, 2021 were further restricted to 4.1% \***

### EXCLUDED HOUSING

The "rent cap" does not apply to:

- Housing built within the past 15 years
- Affordable housing units
- Housing subject to more protective local rent control
- Single-family homes or condos with no corporate ownership
- Owner-occupied single family homes
- Duplexes if owner lives in other unit
- School-owned housing

### Did You Receive Proper Notice of a Rent Increase?

You are entitled to proper notice of a rent increase, regardless of whether the "rent cap" applies.

### Per Cal. Civ. Code § 827:

- You are entitled to at least 30 days' written notice if your landlord intends to raise your rent less than 10%.
- In most circumstances, you are entitled to at least 90 days' written notice if your landlord intends to raise the rent more than 10% of the what the rent was twelve (12) months prior.

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## CALIFORNIA "JUST CAUSE"

Beginning January 1, 2020 Landlords Must Have 'Just Cause' to Evict a Tenant!

### THE DETAILS

As of January 1, 2020, your landlord needs 'Just Cause' in order to evict you, if:

- All tenants have lawfully and continuously lived in the property for 1 year or more, or
- At least one tenant has lawfully and continuously lived in the property for 2 years or more.

'Just Cause' is characterized as 'At-Fault' or 'No-Fault.'

- **Relocation assistance** is required for evictions based on 'No-Fault,' equal to one-month's rent paid within 15 days of service of the no-fault eviction notice
  - Owner has option of waiving, in writing, last month's rent instead of making relocation payment

### EXCLUDED HOUSING

The new law does not apply to:

- Housing built within the past 15 years
- Affordable housing units
- Housing subject to local just cause protections adopted on or before Sept. 1, 2019, or subject to local just cause protections adopted or amended after Sept. 1, 2019 that are more protective
- Single-family homes or condos with no corporate ownership
- Owner-occupied single family homes
- Duplexes if owner lives in other unit
- Hotels, motels, and hostels intended for short-term use
- Nonprofit hospitals, religious care facilities for the elderly, and adult residential facilities
- Tenant's who share bathroom or kitchen facilities with an owner at the owner's primary residence
- School-owned housing

### "At-Fault" Reasons for Eviction

- Nonpayment of rent
- Breach of material lease term
- Nuisance
- Waste
- Failure to execute similar new lease
- Criminal activity
- Subletting in violation of lease
- Denying entry to landlord
- Using the unit for an unlawful purpose
- Failure to vacate after providing owner written notice of intent to terminate tenancy
- Employee, agent, or licensee's failure to vacate after termination of the relationship

### "No-Fault" Reasons for Eviction

- Owner (or owner's spouse, domestic partner, children, grandchildren, parents, or grandparents) intends to occupy the unit
- Withdrawal of unit from the rental market (Ellis Act)
- Compliance with a government order, court order, or local ordinance that requires vacancy
- Owner intends to demolish or substantially remodel the unit

### **NOTICE REQUIREMENTS**

Written notice of protection must be given if a tenancy starts or renews on or after 7/1/2020 in addendum to lease or a notice signed by tenants OR if a tenancy exists prior to 7/1/2020, notice must be given no later than 8/1/2020 or as an addendum to lease.

\*Owners must also notify tenants if the property is exempt from 'Just Cause'

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