



SEE REVERSE SIDE FOR 'JUST CAUSE'
PROTECTIONS

CALIFORNIA "RENT CAP"

Beginning January 1, 2020 there are limits to how often and how much your rent can be raised in a Twelve-Month Period!

THE DETAILS

Beginning January 1, 2020 CA renters will receive protections from unreasonable rent increases. *The new law provides:*

- Your landlord cannot increase your rent more than 5% + the local rate of inflation or 10% (whichever is less) in a twelve-month period
- *The cap is recalculated each year, for rent increases:
 - Prior to August 1, 2020 the cap is 7.2%
 - From August 1, 2020 to July 31, 2021 the cap is 6.8%
- Your rent cannot be raised more than two times in a twelve-month period
- If your rent is raised two times in a twelve-month period, the total increase cannot exceed the annual allowable amount
- The cap does not apply to initial rental amount for new tenancies

EXCLUDED HOUSING

The new law 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

YOUR RENT MAY GO DOWN ON

JANUARY 1, 2020

- If your rent was increased more than 7.2% between 3/15/2019 and 1/1/2020, your rent will be reduced to the rent you paid on 3/15/2019 plus 7.2% starting 1/1/2020
- If your rent increased less than 7.2% between 3/15/2019 and 1/1/2020, your rent stays the same, but you can receive up to 2 more increases, with proper notice, before 3/15/2020 not to exceed 7.2% above what your rent was as of 3/15/2019

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CALIFORNIA "JUST CAUSE"

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

THE DETAILS

Beginning 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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*See California Civil Code 1946.2 for full text of the new law