

# OVERVIEW OF LANDLORD-TENANT LAWS IN CALIFORNIA

*Adapted from articles by Kaycee Miller and Marcia Stewart*

Laws regarding rental housing are created to protect both landlords and tenants. Knowledge of and compliance with these laws is crucial for both landlords and tenants. Rental property owners want to run a profitable business and protect their investment. Tenants want to live peacefully in a rental home and protect their personal rights.

## Federal Landlord-Tenant Laws

The major federal laws that affect all landlords and property managers are the Fair Housing Act and the Fair Credit Reporting Act. **The Fair Housing Act** prohibits discrimination due to race, color, national origin, religion, sex, familial status or disability. **The Fair Credit Reporting Act** dictates the ways in which a landlord may use a tenant's credit history for screening purposes. Under this act, a landlord must get an applicant's permission to run a credit report, provide information on the credit reporting agency used, and inform the applicant if information contained on the credit report was the basis for denial or adverse action.

## State Laws About Rentals

State law regarding rental properties and tenant rights typically concern practical matters. These include things like the rights and responsibilities of tenants and landlords, what terms and conditions can be set as part of a lease, lease termination guidelines, and how evictions must be handled. State laws can also dictate how much a landlord can charge for security deposits, how those funds can legally be handled, and how property managers must use trust accounts for rental income.

## Statewide Rent Control in California

As of January 1, 2020, [California will have statewide rent control](#) (AB 1482 California Tenant Protection Act). AB 1482 caps rent increases statewide for qualifying units at 5% plus inflation, or 10% of the lowest gross rental rate charged at any time during the 12 months prior to the increase-whichever is lower. Additionally, rent may only be raised once over any 12 month period. AB 1482 does not override more restrictive city and county rent controls, but it might apply to units they don't cover.

## Important Landlord-Tenant Laws

### Legal Lease Document

Providing a lease agreement and any other legal paperwork is all part of a landlord's duties. It is a landlord's responsibility to ensure the rental contract is legally written and abides by all laws. Leasing periods, monthly rental rates and tenant names must be clearly indicated.

### Laws About Providing a Safe Environment

Landlords are required to make sure the rental unit is in a safe, habitable condition. The property must not have any serious deficiencies, and any supplied appliances, fixtures, plumbing and heating must be in good working order. The property must be free of insects and pests.

Landlords are generally responsible for getting infestations under control, even if they occur after tenants have moved in, although in most states landlords can avoid this by specifying in the rental agreement that pest control is the renter's responsibility.

Under state law, California landlords must disclose specific information to tenants regarding the rental unit's condition (usually in the lease or rental agreement). Examples are:

- Whether the gas or electricity in the tenant's rental also serves other areas.
- Notice if there is toxic mold in the rental unit
- Death of an occupant on the property within the past three years of making the premises available to rent (don't need to disclose cause of death)
- Notice of any pest control done on the rental unit
- Notice if a property is located in an area of potential flooding

## **Laws About Making Repairs**

Tenants have the responsibility of reporting any repairs that need to be done, as outlined in the lease agreement. Landlords' responsibilities include responding to these reports and completing repairs in a timely manner.

A tenant may be within their rights to withhold rent money if a landlord fails to make a repair that affects the health or safety of a tenant, like a broken heating unit in freezing temperatures.

## **Laws About Late Fees**

Rent is legally due on the date specified in your lease or rental agreement. If a tenant does not pay rent when it is due, the landlord may begin charging a late fee. Under California law, a late fee will be enforced only if the fee is a reasonable estimate of the amount that the lateness of the payment will cost the landlord, and if specified language is included in a written lease or rental agreement.

Landlords may charge \$25 for the first bounced check they receive, and \$35 for each additional bounced check.

## **Laws About Tenant Protections**

Landlords cannot retaliate through terminating a tenancy or increasing the rent in response to tenants exercising a legal right, such as complaining about an unsafe living condition

Tenants who are victims of domestic violence have special protections regarding ending a tenancy early and, for those with a Housing Choice Voucher, the ability to move without giving advance notice to the public housing authority

## **Laws About Security Deposits**

California state law limits how much a landlord can charge for a security deposit. For an unfurnished residence, the limit is two month's rent, and for a furnished residence, three month's rent. Security deposits must be returned within 21 days after a tenant moves. A landlord can only keep security deposit funds that are used to cover specific costs. A landlord must provide the tenant with an itemized list of deductions and must pay the balance of the deposit back to the tenant.

Security deposits can cover:

- Unpaid rent
- Unpaid utility charges
- Damage repairs caused by the tenant (excepting ordinary wear and tear)
- Cleaning fees (to the state at which it was when the tenant moved in)

The failure of a landlord to provide an itemized statement or the failure to return the unused portion of the security deposit can result in the landlord owing more than the kept security deposit funds. If your landlord does not return your deposit or given an advance notice of deduction, you should ask in writing

for the deposit to be returned. If the landlord does not give an acceptable reason for keeping the deposit, you can try mediation with a third party, or file a small claims lawsuit.

## Laws About a Renter's Right to Privacy

Most landlord-tenant laws protect a tenant's right to quiet enjoyment. — meaning they have the benefit of living in a home without being disturbed. Once a tenant has possession of a property, the landlord may not interfere with this right. It's, therefore, the landlord's responsibility to ensure he or she does not enter the rental unit without proper notice (usually 24 – 48 hours, except in emergencies). When a landlord enters the rental property, it must be at a reasonable time of day and for a valid reason.

## Laws About Abandoned Tenant Property

When a tenant leaves items behind after vacating the property, the landlord must treat it as abandoned property. The landlord must notify the tenant of how to claim the property, the cost for storage, where to claim the property, and how long the tenant has to claim the items. Personal property is considered abandoned after the landlord send out official notice and 18 days have passed. If the property remains unclaimed, the landlord may sell, keep, or throw away the property.

## Laws About Known Criminal Activity

If a landlord becomes aware of any criminal activity taking place in one of their rental units, they must report it to authorities.

## Laws About Safety Features

In some jurisdictions, landlords must provide specific safety measures. These may include fire and carbon monoxide detectors, fire extinguishers, front door peepholes, deadbolt locks on exterior doors and window locks.

## Laws about Evictions

### *Ending a Tenancy with Cause*

**Nonpayment of rent:** If rent is not paid, after the second day of unpaid rent landlords can serve tenants a 3-day notice that they must pay rent or the landlord will begin the eviction process. If the tenant doesn't pay rent within three days and doesn't move out, the landlord can file an eviction lawsuit.

**Notice for fixable lease violation:** If the tenant violates the lease agreement in a way that can be fixed, such as by stopping smoking inside the residence, the landlord can give the tenant a three-day notice to cure. The tenant has three days to fix the violation or move out. If the tenant doesn't correct the violation within three days and doesn't move out, the landlord can file an eviction lawsuit or give a three-day unconditional move-out notice.

**Notice for serious, unfixable lease violation:** If the tenant seriously violates the lease, the landlord can give the tenant an unconditional three-day move-out notice. If the tenant doesn't move out within three days, the landlord can file an eviction lawsuit. This can be done only when the tenant has:

Sublet the rental unit in violation of the lease agreement

Caused substantial damage to the property

- Permitted or created a nuisance at the rental unit
- Been involved in illegal activity on the rental premises

### *Ending a Tenancy Without Cause*

**Month-to-Month Tenancy:** If the tenant has lived in the rental unit for under a year, a landlord must give written 30-day notice to end the tenancy, and doesn't need a reason as long as it is not discriminatory. If the tenant has lived in the rental unit for over a year, the landlord must give written 60-day notice.

**Fixed-Term Tenancy:** The landlord can't end the tenancy without cause until the end of the term. If the tenant has lived in the property for 12 months, the landlord can't refuse to renew the lease without just cause.

### ***Eviction Lawsuits***

After giving three-day notice, landlords can file an unlawful detainer lawsuit in the superior court and then have the eviction paperwork served on the tenant. The tenant has between five to 15 days to respond. If they respond, the court will assign a trial date. Otherwise, the court will grant the landlord's request without input from the tenant. Landlords must use a sheriff to perform an eviction. It is illegal for them to personally remove the tenant from the rental unit.

### **More Resources**

Additional helpful information on tenant's rights can be found on the Legal Services of Northern California site, [lsnc.net/self-help/housing](http://lsnc.net/self-help/housing). Legal Services of Northern California provides free legal services to low-income individuals in Northern California.