



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—as of January 1, 2020 the cap is 7.2%
- 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

THIS IS NOT LEGAL ADVICE, FOR MORE INFORMATION PLEASE CONTACT:  
LEGAL AID SOCIETY OF SAN DIEGO, INC. · 877-534-2425 · <http://lassd.org>

\*See California Civil Code 1947.12 for full text of the new law



SEE REVERSE SIDE FOR 'RENT CAP' PROTECTIONS

## 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 protection that is 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