

# SUMMARY OF THE TENANT PROTECTION ACT FOR LANDLORDS AND TENANTS

## WHO IS **NOT** PROTECTED BY THE TENANTS PROTECTION ACT?

The Tenant Protection Act exempts certain housing types, including but not limited to the following:

- Housing built within the last 15 years, unless the housing is a mobile home.
- Housing restricted by deed, agreement, or similar document as affordable housing for very low, low or moderate income households.
- Dormitories owned and operated by an institution of higher education or school.
- Single-family homes and condos unless the property is owned by a real estate trust, corporation or LLC with at least one corporate member, provided certain noticing requirements (described below) are satisfied.

## How Much Can Rent Be Increased?

Please refer to the [California Tenant Protection](http://www.tenantprotections.org) website and type in your zip code for a quick answer, [www.tenantprotections.org/eligibility/](http://www.tenantprotections.org/eligibility/) as there are multiple factors involved.

## WAIVER OF RIGHTS IS VOID

Landlords cannot include in the lease that the tenant agrees to give up their rights as protected under the Tenant Protection Act rent control provisions.

## How Much Notice Must a Tenant Be Provided When Increasing Rent?

Landlords are generally required to give 30-day notice for rent increases, although additional time is required under certain circumstances. See the [California Tenants' Handbook](http://www.cityofdavis.org/rentalresources) (found at [www.cityofdavis.org/rentalresources](http://www.cityofdavis.org/rentalresources)).

## Under What Circumstances Can Tenants Protected by the Tenant Protection Act Be Evicted?

***The eviction provisions apply after all tenants have lived in the unit for 12 months or more, or where at least one tenant has occupied the unit for 24 months.***

The landlord must provide an at-fault (caused by the tenant) or a no-fault (tenant is not at fault) reason for eviction on the eviction notice. See the [California Tenants' Handbook](http://www.cityofdavis.org/rentalresources). A landlord cannot evict a tenant without providing a reason. The expiration of a lease is NOT a "just-cause" to terminate tenancy.

## Required Notice of Violation for "just-cause" that is a Curable Lease Violation

Before the landlord can issue a notice to terminate a tenancy for "just-cause" that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy. This preliminary notice is an important new part of the law. Under this new law, an eviction based upon just the first notice, which had been the practice until now, would not be valid.

## Required Notice for “no-fault” Reason to Terminate Tenancy

If the landlord has a legitimate “no-fault” reason, the landlord (in most cases) must provide a 60-day notice of termination and advise the tenant of their right to relocation assistance, which is one month’s rent. The landlord can choose to pay the relocation assistance within 15 days of service of the notice or waive last month of rent.

If the notice is given and the tenant fails to vacate, the landlord can evict and claim the waived rent or money paid as money “damages” from the tenant for not leaving. If the landlord does not waive rent or pay relocation assistance, the notice of termination is canceled.

Refer to the California Tenants' Handbook for information on the length of notification required and how the notification must be served.

## What Kind of Notices Are Tenants Required to Receive

**All tenants in units covered by the Tenant Protection Act must receive a notice explaining the “just cause” and rent cap protections.** For a tenancy existing prior to July 1, 2020, the notice must be provided in writing to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement. For any tenancy commenced or renewed on or after July 1, 2020, the notice must be provided as an addendum to the lease or rental agreement, or as a written notice signed by the tenant with a copy provided to the tenant (note: different timelines apply to a mobile home tenancy). The notice language must read:

*“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”*

In addition, an owner claiming an exemption from the law because the property is a single-family home or condominium **must** provide a written notice to the tenant. For a tenancy existing before July 1, 2020, this notice may, but is not required to, be provided in the rental agreement. For any tenancy commenced or renewed on or after July 1, 2020, this notice must be provided in the rental agreement (note: different timelines apply to a mobile home tenancy). **If the owner does not provide the required notice, then a single-family home or condominium is NOT exempt from the “just cause” or rent cap regulations. The notice language must read:**

*“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d) (5) and 1946.2 (e) (8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”*



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