

# Landlord-Tenant Rights & Responsibilities

*An overview of the most frequently asked questions.*

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## **How many days does a tenant have to wait to get their security deposit back?**

California Civil Code Section 1950.5 requires that within three weeks (21 days) after a tenant has vacated the unit, the owner must either: 1) return the security deposit to the tenant, 2) furnish a copy of an itemized statement indicating the amount of any part of the security deposit used (e.g. for unpaid rent, repairs, etc.), or 3) a combination of #1 and #2.

## **Can a landlord increase the rent more than two times per year?**

If you have a lease for more than 30 days (e.g. one year lease), your rent cannot be increased during the term of the lease, unless the lease allows rent increases. If you have a periodic rental agreement (month-to-month) your landlord can increase your rent with proper advance written notice according to California Civil Code Section 827. In rent controlled properties your landlord can only raise your rent a set percentage once every twelve months.

## **How much can a landlord legally raise the rent?**

Under California law there is currently no maximum limit for rent increases. According to California Civil Code 827(b), a landlord must give the tenant at least a 30-day advance notice if the rent increase is equal to 10 percent (or less) of the rent charged at any time during the 12 months before the rent increase takes effect. A 60-day advance notice is required if the rent increase is *greater than* 10 percent. In rent controlled properties your landlord can only raise your rent a set percentage once every twelve months.

## **How much advance notice does a landlord need to give a tenant to move out of their rental unit?**

According to California Civil Code 1946.1, landlords are required to provide a 60-day advance notice to a resident if the tenant has resided in the unit for more than one year. If the tenant has resided in the unit less than one year, the landlord is only required to give a 30-day advance notice. In rent control areas, a landlord may be limited to certain reasons for requesting a tenant to vacate the premises.

## **Is a landlord obligated to pay relocation fees to a tenant?**

A landlord is required to pay relocation fees if the building falls under rent control in areas such as the City of Los Angeles, Beverly Hills, and West Hollywood. There are certain conditions under which a landlord in these areas is required to pay relocation assistance.

## **Can a landlord charge late fees?**

A landlord can charge a late fee to a tenant who doesn't pay rent on time, however a landlord can only do this if the lease or rental agreement contains a late fee provision. Late fees must also be reasonable, and related to the costs your landlord incurs as a result of your rent being late. A late fee that is so high it amounts to a penalty is not legally valid.

### **When can a landlord enter an occupied rental unit?**

California Civil Code 1954 gives five reasons that a landlord can legally enter a rental unit.

- (1) In an emergency.
- (2) When the tenant has moved out or has abandoned the rental unit.
- (3) To make necessary or agreed-upon repairs, decorations, alterations, or other improvements.
- (4) To show the rental unit to prospective tenants, buyers, or lenders, or to provide entry to contractors or workers who are to perform work on the unit.
- (5) If a court order permits the landlord to enter.

*California Civil Code 1954 states that except in the first two situations above (emergencies and abandonment), the landlord must give the tenant a 24-hour written notice before entering the unit.*

### **How much advance notice does a tenant have to give a landlord before moving?**

According to California Civil Code 1946, to end a periodic rental agreement (month-to-month), a tenant must give their landlord a proper written notice before vacating. If you pay rent monthly, you must give at least a 30-day advance notice. If you pay rent weekly, you must give at least a 7-day advance notice.

### **What makes a unit legally “uninhabitable?”**

There are many defects that could make a unit “uninhabitable” (unlivable). According to California Civil Code Section 1941.1 a dwelling unit is considered to be uninhabitable if it substantially lacks any of the following\*:

- Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.
- Plumbing facilities in good working order, including hot and cold running water, connected to a sewage disposal system.
- Gas facilities in good working order.
- Heating facilities in good working order.
- An electric system, including lighting, wiring, and equipment, in good working order.
- Clean and sanitary buildings, grounds, and appurtenances (for example, a garden or a detached garage), free from debris, filth, rubbish, garbage, rodents, and vermin.
- Adequate trash receptacles in good repair.
- Floors, stairways, and railings in good repair.

\*Please note that this list does not contain all legal requirements needed to meet the implied warrant of habitability.

**IF YOU HAVE QUESTIONS ABOUT YOUR RIGHTS,  
HRC CAN HELP.**

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