

How often can rent be raised?

If you have a lease for more than 30 days, your rent can not be increased during the terms of the lease, unless the lease allows rent increases.

If you have a periodic rental agreement, your landlord can increase your rent, but the landlord must give you proper advanced notice in writing. The written notice tells you how much the increased rent is and when the increase goes into effect.

California law guarantees you at least 30 days' advance notice of a rent increase if you have a month to month (or shorter) periodic rental agreement.

Under the law, your landlord must give you at least 30 days' advance notice if the rent increases is ten percent (or les) of the rent charged at any time during the 12 months before the rent increase takes effect. Your landlord must give you at least 60 days' advanced notice if the rent increase is greater than 10 percent. *Cal. Civil Code §827(b)*. Longer notice periods may apply if required for example, by statute, regulation or contract. *Cal. Civil Code §827(c)*. Tenants in section 8 housing must be given at least 30 days' written notice of a greater than 10 percent rent increase if the increase is caused by a change in the tenant's income or family composition , as determined by the local housing authority's recertification. *Cal. Civil Code §827 (b)(3) as amended in 2002*.

In order to calculate the percentage of the rent increase, you need to know the lowest rent that your landlord has charged you during the preceding 12 months, and the total of the new increase and all other increases during that period.

Examples: Assume that your current rent is \$500 per month due on the first of the month and that your landlord wants to increase your rent by \$50 to \$550 beginning this June 1. To see how much notice your landlord must give you, cont back 12 months to last June.

30 days' notice required: Suppose that your rent was \$500 last June1. Here's how to calculate the percentage of the rent increase and the amount of notice that the landlord must give you:

10% of rent last June 1	Amount of rent increase	Compared to	10% of rent
\$500 rent X .10			
50	\$50	<i>is the same as</i>	\$50

Your landlord therefore must give you at least 30 days' advance written notice of the rent increase.

60 days' notice required: Suppose that your rent was \$475 last June 1, and that your landlord raised your rent \$25 to \$500 last November. Here's how to calculate the percentage of the rent increase and the amount of notice that the landlord must give you:

10% of rent last June 1	Amount of rent increases	Compared to	10% of rent
\$475 rent x .10	\$25 + \$50		
\$47.50	\$75	<i>is more than</i>	\$47.50

Your landlord therefore must give you at least 60 days' advance written notice of the rent increase.

Now suppose that your rent was \$500 last June 1, but that instead of increasing your rent \$50, your landlord wants to increase your rent \$75 to \$575 beginning this June 1. Here's how to calculate the percentage of the rent increase and the amount of notice that the landlord must give you:

10% of rent last June 1	Amount of rent increases	Compared to	10% of rent
\$500 rent x .10			
\$50.00	\$75	<i>is more than</i>	\$50.00

Your landlord therefore must give you at least 60 days' advance written notice of the rent increase.

Normally, in the case of a periodic rental agreement, the landlord can increase the rent as often as the landlord likes. However, the landlord must give proper advance written notice of the increase, and the increase cannot be **retaliatory**. **Retaliatory eviction**

or action is defined as an act by a landlord, such as raising a tenant's rent, seeking to evict a tenant, or otherwise punishing a tenant because the tenant has used the **repair and deduct remedy** or the **rent withholding remedy**, or has asserted other tenant rights. Local rent control ordinances may impose additional requirements on the landlord.

If you live in government-financed housing, check with the local public housing authority to find out whether there are any restrictions on rent increases.

Did I receive effective notice of rent increase from my landlord?

A landlord's notice of rent increase must be in writing. The landlord can deliver a copy of the notice to you personally. *Cal. Civil Code § 827(b)(1)(A)*. In this case, the rent increase takes effect in 30 or 60 days, as just explained.

The landlord also can give you a notice of rent increase by first class mail. In this case, the landlord must mail a copy of the notice to you, with proper postage, addressed to you at the rental unit. The landlord must give you an additional five days' advance notice of the rent increase if the landlord mails the notice. Therefore, the landlord would have to give you at least 35 days' notice from the date of mailing if the rent increase is 10 percent or less. If the rent increase is more than 10 percent, the landlord would have to give you at least 65 days' notice from the date of mailing. *Cal. Civil Code §827(b)(1)(B),(2),(3); Code of Civil Procedure Section 1013.*

Examples: Most notices of rent increase state that the increase will go into effect at the beginning of the rental period. For example, a landlord who wishes to increase the rent by 10 percent or less in a month-to-month rental effective on October 1 must make sure that notice of the increase is delivered to the tenant personally by September 1 or mailed to the tenant by August 27. However, a landlord can make the increase effective at any time in the month *if* proper advance notice is given.

If the increase in the rent becomes effective in the middle of the rental period, the landlord is entitled to receive the increased rent for only the last half of the rental period. For example:

- Rental period: month-to-month, from the first day of the month to the last day of the month.
- Rent: \$500 per month.
- Rent increase: \$50 (from \$500 to \$550) per month (a 10 percent increase).
- Date that the notice of rent increase is delivered to the tenant personally: April 15 (that is, the middle of the month).
- Earliest date that the rent increase can take effect: May 15.

If the landlord delivers the notice on April 15, the increase becomes effective 30 days later, on May 15. The landlord is entitled to the increased rent beginning on May 15. On May 1, the tenant would pay \$250 for the first half of May (that is, 15 days at the old rent of \$500), plus \$275 for the last half of May (that is, 15 days at the new rent of \$550). The total rent for May that is due on May 1 would be \$525. Looking at it another way, the landlord is entitled to only one-half of the increase in the rent during May, since the notice of rent increase became effective in the middle of the month.

Of course, the landlord could deliver a notice of rent increase on April 15 which states that the rent increase takes effect on June 1. In that case, the tenant would pay \$500 rent on May 1, and \$550 rent on June 1.

What are my options when my landlord notifies me of a rent increase?

If notice was oral, or otherwise improper: 1. Immediately inform your landlord in writing of the proper procedure for notice- which is dependant on the percent of increase; 2. Wait until the improper notice is about to time out, and inform your landlord that the notice given was improper. If it took you 30 days to figure out your rights as to rent increase notice, then the landlord can not "stack" notices (i.e.: substitute a proper 60 day notice with 2 improper 30 days' notice.) 3. If the notice given by your landlord was proper, you can petition with the rent board if you live in a rent control jurisdiction. This will prevent the increase from taking effect until the rent board reviews your case; 4. If proper notice was given, and you do not live in a rent control jurisdiction you can either pay or quit. Be sure to give proper notice of your intention to leave.

**SAMPLE OF PROPER WRITTEN NOTICE TO
QUIT IN A PERIODIC TENANCY
FOLLOWING PROPER NOTICE OF RENT
INCREASE**

**SAMPLE OF LETTER NOTIFYING
LANDLORD OR A REQUEST FOR PROPER
LEGAL NOTICE OF A RENT INCREASE**

January 1, 2005

January 1, 2005

1500 Acorn Street #4
Cloverdale, CA. 99921
September 15, 2001

Smith Realty Co.
10 Jones Street
Cloverdale, CA. 99912

1500 Acorn Street #4
Cloverdale, CA. 99921
September 15, 2001

Smith Realty Co.
10 Jones Street
Cloverdale, CA. 99912

Dear Sir (Madam):

I occupy apartment #4 at 1500 Acorn Street and regularly pay rent to your office once a month. Please take note that this is a formal written notice of my intention to vacate apartment #4 on February 1, 2005. This notice to quit is based on the notification of your intention to increase my rent.

I will expect the return of my rental deposit after the statutory 21 day period following my departure. I think that you will be satisfied that I am dealing with you honestly and in good faith and that the apartment, which is clean and in perfect repair now, and will be in the same condition when I leave. If you have any questions concerning this notice to quit, please contact me.

Sincerely yours,

Sally Tenant

Name

Dear Sir (Madam):

I occupy apartment #4 at 1500 Acorn Street and regularly pay rent to your office once a month. This letter is to inform you that your notice to me given on 12/18/2004 regarding a pending rental increase to take effect on 1/1/2006 was improper because:

_____ the notice of rental increase was not in writing

_____ the notice of rental increase was not personally delivered to me or sent by First Class Mail

_____ the rental increase was more than 10% and I am entitled to 30 days' notice

_____ the rental increase was more than 10% and I am entitled to 60 days' notice

I will await proper re-service of your notice to increase my rent. I plan on taking the renewed notice time to evaluate whether or not I am financially capable of agreeing to the proposed rent increase. I will also take that time to contact the rent board in our area to make myself aware of any rent control statutes that may apply to our agreement.

Sincerely yours,

Sally Tenant
Name

**SAMPLE OF PROPER WRITTEN NOTICE TO QUIT IN A PERIODIC TENANCY FOLLOWING PROPER
NOTICE OF RENT INCREASE**

January 1, 2005

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Cloverdale, CA. 99921
September 15, 2001

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Sincerely yours,

Sally Tenant

Name

Landlord-Tenant Checklist – General Condition of Rooms

Street Address	Unit Number			City			Estimated Cost of Repair/Replacement
Condition on Arrival		Condition on Departure					
Living Room							
Floors & Floor Coverings							
Drapes and Window Coverings							
Walls & Ceiling							
Light Fixtures							
Windows, Screens & Doors							
Front Door & Locks							
Smoke Detector							
Fireplace							
Other							
Other							
Kitchen							
Floors & Floor Coverings							
Walls & Ceilings							
Light Fixtures							
Cabinets							
Counters							
Stove/Oven							
Refrigerator							
Dishwasher							
Garbage Disposal							
Sink & Plumbing							
Smoke Detector							
Other							
Other							
Dining Room							
Floors & Floor Covering							
Walls & Ceilings							
Light Fixtures							
Windows, Screens & Doors							
Smoke Detector							
Other							
Other							
Bathroom(s)		Bathroom 1	Bathroom 2	Bathroom 1	Bathroom 2		
Floors & Floor Coverings							
Walls & Ceilings							
Windows, Screens & Doors							
Light Fixtures							
Bathtub/Shower							
Sink & Counters							
Toilet							
Other							
Other							
Bedroom(s)		Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 1	Bedroom 2	Bedroom 3
Floors & Floor Coverings							
Windows, Screens & Doors							
Walls & Ceilings							
Light Fixtures							
Smoke Detectors							
Other							
Other							
Other Areas							
Furnace/Heater							
Air Conditioning							
Lawn/Ground Covering							
Garden							
Patio, Terrace, Deck, etc.							
Other							
Other							

Tenants acknowledge that all smoke detectors were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenants agree to test all detectors at least once a month and to report any problems to Landlord/Manager in writing. Tenants agree to replace all smoke detector batteries as necessary.

LANDLORD-TENANT CHECKLIST – FURNISHINGS

Estimated Cost of
Repair/Replacement

	Condition on Arrival			Condition on Departure				
Living Room								
Coffee Table								
End Tables								
Lamps								
Chairs								
Sofa								
Other								
Other								
Kitchen								
Broiler Pan								
Ice Trays								
Other								
Other								
Dining Area								
Chairs								
Stools								
Table								
Other								
Other								
Bathroom(s)	Bath 1		Bath 2		Bath 1		Bath 2	
Dresser Tables								
Mirrors								
Shower Curtain								
Hamper								
Other								
Other								
Bedroom(s)	Bedroom 1	Bedroom 2	Bedroom 3	Bedroom 1	Bedroom 2	Bedroom 3		
Bed (single)								
Bed (double)								
Chairs								
Chests								
Dressing Tables								
Lamps								
Mirrors								
Night Tables								
Other								
Other								
Other Areas								
Bookcases								
Desks								
Pictures								
Other								
Other								

Use this space to provide any additional explanation: _____

Landlord- Tenant Checklist completed on moving in on _____, _____, and approved by:

Landlord/Manager and _____ Tenant

Tenant

Tenant

Landlord-Tenant Checklist completed on moving out on _____, _____, and approved by:

Landlord/Manager and _____ Tenant

Tenant

Tenant