

WHAT TO DO ABOUT A LANDLORD'S IMPROPER ENTRY¹

Suppose your landlord does violate your rights of privacy--what can you do about it?

California Civil Code Section 1954 states: A landlord may enter the dwelling unit only in the following cases.

- (a) In case of emergency.
- (b) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgages, tenants, workmen or contractors.
- (c) When the tenant has abandoned or surrendered the premises.
- (d) Pursuant to court order.

Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours (presumably Monday through Friday, 9 am to 5:00 pm) unless the tenant consents at the time of entry. The landlord must give a "reasonable notice," customarily 24 hours. A landlord must now give the tenant reasonable notice *in writing* of the landlord's intent to enter. This requirement doesn't apply in cases of emergency, abandonment or surrender of the premises. The written notice may be served by: personal delivery to the tenant; left with someone of suitable age and discretion at the premises; left on, near, or under the usual entry door in a manner that a reasonable person would discover the notice, or; mailed to the tenant (if mailed, six days is presumed a reasonable notice, absent evidence to the contrary). [An exception to the written notice requirement occurs when a landlord is selling the property, if all of the following three conditions exist: (a) the purpose of entry is to show the unit to prospective or actual purchasers (b) the landlord has notified the tenant in writing within 120 days of the oral notice that the property is for sale and that the landlord may be contacting the tenant orally to show the property to prospective or actual purchasers, and (c) at the time of entry, the landlord leaves written evidence of the entry, such as her business card].

Here is a step-by-step approach that usually works in dealing with a landlord who is violating your right to privacy.

Step 1: Talk to the landlord (or manager) about your concerns in a friendly but firm way. If you come to an understanding, follow up with a note to confirm it.

Step 2: If this doesn't work, or if your landlord doesn't follow the agreement that you have worked out, it's time for a tougher letter. Here is a sample.

¹ This packet is adapted from *California Tenants' Rights*, Moskowitz and Warner, page 6/4-5 (NOLO 2003).

**SAMPLE LETTER WHEN THE
LANDLORD VIOLATES PRIVACY**

9/21/2001

Roper Real Estate Management Co.
11 Peach Street
San Diego, CA. 99921

Dear Mr. Roper,

Several times in the last couple of weeks your employees entered my dwelling without my being home and without notifying me in advance. In no situation was there any emergency involved. This has caused me considerable anxiety and stress, to the point that my peaceful enjoyment of my tenancy has been seriously disrupted.

This letter is to formally notify you that I value my privacy highly and insist that my legal rights to that privacy as guaranteed to me under California Civil Code Section 1954.4, be respected. Specifically, on non-emergency situations, I would like to have 24 hours' notice in writing of your intent to enter my house.

I assume this notice will be sufficient to correct this matter. If you want to talk about this, please call me at (510) 111-2222 from (9:00 a.m. to 5:00 p.m.).

Yours truly,

Sally South

**SECOND SAMPLE LETTER OF
IMPROPER ENTRIES AND VIOLATION
OF PRIVACY CONTINUE AFTER FIRST
NOTICE**

9/21/2001

Roper Real Estate Management Co.
11 Peach Street
San Diego, CA.99921

Dear Mr. Roper

In my letter of one month ago I complained of violations of my rights to privacy by you or your employees. These improper entries are illegal. The California Civil Code Section 1954.4, lists only four situations in which you may legally enter:

1. To deal with an emergency
2. When the tenant has given permission
3. To make necessary repairs (or to assess the need for them)
4. To show the property to prospective tenants or purchasers

Entries for reasons '3' and '4' can be only during 'normal business hours' and then only after reasonable notice, presumable 24 hours, in writing.

Nevertheless, despite the provisions of this Code and despite my previous request for you to stop them, the improper entries have continued.

(Person should list or document dates and times if possible)

Sincerely yours,

Sally South

**PERSON SHOULD ALSO ENCLOSE A
COPY OF PREVIOUS LETTER IF
AVAILABLE, AND STATE THAT IT IS
ENCLOSED.**

[In the following page you will find a form letter that you can just simply fill in. As we state in our cover letter, we recommend that you write your own letter in your own words with more detail, but we also provide you with this form letter in case you feel you need it].

TO:

FROM:

Date

Dear: _____ ;

On _____, you or your employees entered my dwelling without my being home and without notifying me in advance. In no situation was there any emergency involved. This has caused me considerable anxiety and stress, to the point that my peaceful enjoyment of my tenancy has been seriously disrupted.

This letter is to formally notify you that I value my privacy highly and insist that my legal rights to that privacy, as guaranteed to me under California Civil Code Section 1954, be respected. Specifically, on non-emergency situations, I would like to have 24 hours' notice in writing of your intent to enter my house.

I assume this notice will be sufficient to correct this matter. If you want to talk about this, please call me at (_____) _____ - _____ from ____ / ____ / _____.

Yours truly,

TO:

FROM:

Date

Dear _____,

In my letter to you (see attached) dated ___ / ___ / _____, I complained of violations of my rights to privacy by you or your employees. These improper entries are illegal. The California Civil Code Section 1954.4 lists only four situations in which you may legally enter:

1. To deal with an emergency
2. When the tenant has given permission
3. To make necessary repairs (or to assess the need for them)
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Nevertheless, despite the provisions of this Code and despite my previous request for you to stop them, the improper entries have continued.

Sincerely yours
