
What is the California Tenant Protection Act of 2019?

California's Tenant Protection Act of 2019 is a state law which provides residential renters with Rent Control and Just Cause for Eviction protections if their city or county did not provide such rights already. If your city or county has laws that protect more tenants or offer more protection, it will still apply to you. The Tenant Protection Act of 2019 went into effect on January 1, 2020 and unless it is renewed, it will expire on January 1, 2030.

Does my rental unit qualify for rent control under the California Tenant Protection Act of 2019?

In any twelve-month period, a landlord may not increase a qualifying tenant's rent by more than 5% plus the increase in the published Consumer Price Index for the tenant's geographic region, or 10%, whichever is less.

For the Tenant Protection Act to apply however, all tenants must have lived in the unit for at least twelve months, or the tenant who has lived there the longest must have lived in the unit for at least twenty-four months. If you meet these criteria, assume your unit is covered by rent control unless your unit is one of the following types of units:

To learn more about the rent control provisions of the California Tenant Protection Act, you may consult California Civil Code section 1947.12.

- The unit is part of a transient or tourist hotel.
- The unit is part of housing accommodations at a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, or adult residential facility.
- The unit is part of a school dormitory.
- The unit shares dining and bathroom facilities with the owner.
- The unit is part of a single-family home, where the owner also lives on the property.
- The unit is part of a duplex in which the owner has continuously occupied the other unit since you moved in.
- The unit is less than fifteen years old.
- The unit is one that could be sold by itself (not part of a larger property).
- And the unit is owned by someone other than a corporation or a real estate investment trust.
- And the owner informed you that you were not covered by the protections of Civil Code Sections 1946.2 or 1947.12.
- The unit is designated by deed, agreement with a government agency, or any other document as affordable housing for persons or families with very low, low, or moderate income.

Does my landlord need just cause to evict me under the California Tenant Protection Act of 2019?

Yes, California Civil Code section 1946.2(b) requires that landlords have just cause to remove a tenant in most covered rental units.

If you do any of the following, your landlord may evict you for just cause (i.e., "Fault Just Cause"):

Additionally, if the landlord chooses to do or must do any of the following, you may be evicted for just cause even though you have done nothing wrong (i.e., "No Fault Just Cause"):

To learn more about the just cause protections of the California Tenant Protection Act, visit California Civil Code section 1946.2.

- If you fail to pay rent, the landlord will issue you a notice to pay or leave. If you do not pay the rent due, the landlord may then evict you.
- If you breach a material term of your lease, your landlord may attempt to evict you. If the breach is something that can be corrected, your landlord must issue a notice providing you the opportunity to fix the breach before the landlord may issue you an eviction notice. If the breach is something severe that cannot be undone, then your landlord does not have to provide you with notice of the violation or an opportunity to cure before issuing you an eviction notice.
- If you cause or allow a nuisance in your unit or against your neighbors or the landlord, you may also be evicted. This can include things like noisy activity during quiet hours, smoking at a property where that is not permitted, or interfering with other tenants' peaceful enjoyment in their own homes.
- If you commit waste, such as damaging the unit or failing to properly maintain property belonging to the landlord for which you are responsible, your landlord can pursue an eviction.
- If you stay after your lease expires and refuse to sign a lease with the same or substantially similar terms, your landlord may evict you.
- If you commit crimes on the property or direct threats to the landlord or their agents and employees, you can be evicted.
- If you are caught assigning or subletting your rental unit when this violates a lease term, you can be evicted.
- If you refuse to allow the landlord to enter the property to perform needed maintenance or inspect for habitability and safety issues after receiving reasonable notice, you may be evicted.
- If you use the unit for an unlawful purpose, which can include anything other than using the unit as a residence, you may be evicted.
- In situations where you live at a property as part of your employment, and you refuse to leave when you quit or lose your job, you may be evicted.
- If you gave the landlord written notice that you would be vacating and then fail to do so, your landlord may evict you.
- If your landlord wishes to move into the unit or have your landlord's spouse, children, grandchildren, parents, or grandparents move into the unit, your landlord may evict you.
- If your landlord wishes to withdraw the unit from the rental market, your landlord may evict you.
- If your landlord must comply with an order from a government agency or court, your landlord may evict you.
- If your landlord is demolishing the unit or engaging in substantial renovation, your landlord may evict you.

Will I receive relocation payments if my landlord evicts me for just cause under the California Tenant Protection Act of 2019?

If you are evicted for a No Fault Just Cause, California Civil Code Section 1946.2(d) requires your

landlord to either waive rent for the final month of your tenancy or provide you with a relocation payment equal to one month's rent. It is your landlord's choice which option they provide you.

Does the California Tenant Protection Act of 2019 prohibit landlord harassment?

While the California Tenant Protection Act of 2019 does not specifically include protections against landlord harassment, state law contains many independent laws that punish bad behavior. You may consult our page on landlord harassment laws in California or review California Civil Code sections 789.3, 1940.2, 1940.35, 1942.5, 1946.8, 1950.5, and 1954 for additional details.

What are my remedies under the California Tenant Protection Act of 2019 if my landlord raises my rent?

If your Landlord raises your rent, you may sue them in small claims court and recover the difference between what they charged and what would have been permitted under California Civil Code section 1947.12.

What are my remedies under the California Tenant Protection Act of 2019 if my landlord evicts me without just cause?

If your landlord attempts to evict you without just cause, you may use the lack of just cause as a defense in your eviction case. If you are forced to move, then you may sue your landlord for wrongful eviction and demand what is referred to as rent differential or loss of use. This amount is the difference between the current fair market monthly rental rate for your unit and the monthly rent you were paying at the time of the eviction, multiplied by the number of months you would have stayed in the rental unit if you had not been wrongfully evicted. If you are elderly or have a disability, you may also recover up to triple the amount in damages if you can show that your landlord acted with intentional disregard of the fact you were disabled or elderly and would suffer from the loss of your home. California Civil Code section 3345 provides further details.