

## **WHEN CAN MY LANDLORD RAISE MY RENT?**

The general rule is if you have a tenancy from month to month, the landlord can raise your rent at any time and for any amount. However, the landlord must give you at least 30 days written notice of the rent increase and the increase cannot be effective until the 30 days have passed.

Some other limitations on the general rule exist.

1. If the proposed rent increase is more than 10 percent of the rent charged at any time during the prior 12 months, then the landlord must give you at least 60 days written notice of the rent increase, and the increase is not effective until the 60 days have passed.

You must also receive 60 days notice when the total of all rent increases in the prior 12 months is an increase of more than 10 percent of the rent charged at any time during that period.

2. The landlord cannot give you a rent increase if the increase is in retaliation for your exercising some legal right.

For instance, the landlord cannot raise your rent because you complain about a defect in your unit, such as the lack of heat or the lack of hot water.

However, if you refuse to pay the increase and the landlord then takes the proper steps to evict you, you will be required to prove that the rent increase was retaliatory.

3. If you have a fixed term lease, say for 6 months or 1 year, your landlord cannot raise your rent during the term of the lease unless the lease provides specifically for the rent increase.

Most printed form fixed term leases including a provision called "Holding Over." These provisions normally state that if you stay beyond the term of your lease, with the consent of the landlord (consent can be presumed if the landlord continues to accept rent), you become a tenant from month to month, but all other provisions of the lease continue. Once you become a tenant from month to month following the end of a fixed term lease, the landlord can raise your rent at any time and for any amount provided he gives you a 30 day written notice of the rent increase.

4. If you live in East Palo Alto, which has rent control, your landlord's ability to raise your rent might be limited. Many rental units are covered by East Palo Alto's Rent Stabilization Ordinance. The ordinance applies to landlords who own 5 or more rental units in East Palo Alto. A landlord owning a covered rental unit in East Palo Alto can only raise the rent once a year and then only by the percentage allowed by the East Palo Alto Rent Stabilization Board. However, there may be no limit on the rent a landlord can initially charge a new tenant.

**FOR FURTHER  
INFORMATION OR  
ASSISTANCE, CALL**

**LEGAL AID SOCIETY**  
of San Mateo County

Legal Aid Society of San Mateo  
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San Mateo, CA 94402  
(650) 558-0915  
1(800) 381-8898

[www.legalaidsmc.org](http://www.legalaidsmc.org)

or

[www.landlordtenantinfo.org](http://www.landlordtenantinfo.org)



This pamphlet is designed to provide general information on the law, which may change. IF you have a specific legal problem, you may wish to see a lawyer.

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## **RENT INCREASES**

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