



## RENT INCREASES

According to the California Civil Code, your landlord can raise your rent depending on whether you have a fixed term lease or a periodic rental agreement, and the contents of the agreement.

### **Fixed Term Leases:**

Some tenants have fixed term leases for a particular period of time, say 12 months. If you have a lease, your rent cannot be increased during the term of the lease, unless the lease itself allows rent increases.

### **Periodic Rental Agreements:**

Many tenants have periodic rental agreements – for example, a month-to-month rental agreement. If you have a periodic rental agreement, your landlord can increase your rent, unless it is written in the agreement itself that rent increases are not allowed. The landlord must give you proper advance written notice of a rent increase. The written notice tells you how much the increased rent is and when the increase takes effect.

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. The rent increase cannot discriminate against you or retaliate against you for exercising a right as a tenant.

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

Local rent control ordinances may also limit rent increases or impose additional requirements on landlords. If you live in a city with rent control, check with your local rent control board or your local elected representative to find out whether there are any restrictions on rent increases.

### **How much advance notice must the landlord give the tenant?**

If you have a month-to-month (or shorter) periodic rental agreement:

- The landlord must give you at least **30 days'** advance notice if the rent increase is 10 percent (or less) of the rent charged during the last 12 months.
- The landlord must give you at least **60 days'** advance notice if the rent increase is greater than 10 percent of the rent charged at any time during the 12 months before the rent increase takes effect.

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

### **How may a landlord deliver a notice of rent increase?**

A landlord's notice of rent increase must be in writing. The landlord may deliver a copy of the notice to you personally.<sup>3</sup> In this case, the rent increase takes effect in 30 or 60 days from the date the notice is delivered.

Alternately, the landlord may mail the notice to you, with proper postage and addressed to you at the rental unit. If the landlord mails the notice, he or she must give you an additional five days' notice. That means the landlord would have to give you 35 days' notice from the date of mailing if the rent increase is 10 percent or less. If it is more than 10 percent, 65 days' notice is required.

### **Timing of the Notice**

Most notices of rent increase state that the increase will go into effect at the beginning of the rental period. For example, if you have a month-to-month rental agreement and your landlord wishes to increase your rent by 10 percent effective on October 1, the landlord must make sure that the notice of increase is delivered to you personally by September 1. (If the landlord mails the notice to you, the landlord must give you an additional 5 days' notice, so the notice must be mailed to you by August 27.)

A landlord may make the increase effective at any time in the month **if** proper advance notice is given. If the rent increase becomes effective in the middle of a rental period, the landlord is entitled to receive the increased rent for only a prorated portion of the period. For example: if your rent increases from \$1000/mo to \$1200/mo effective on the 15 day of the month, and you normally pay rent on the first of the month, then you would pay \$500 for the first half of the month and \$600 for the second half for a total of \$1100.

**Project Sentinel**

**(408) 720-9888**

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