



## LIVING IN THE RENTAL UNIT

As a tenant, you must take reasonable care of your rental unit and any common areas that you use. You must also repair all damage, other than normal wear and tear, that you cause, or that is caused by anyone for whom you are responsible, such as your family, guests, or pets.<sup>148</sup> These important tenant responsibilities are discussed in more detail under “Dealing with Problems.”

This section discusses other issues that can come up while you’re living in the rental unit. For example, can the landlord enter the rental unit without notifying you? Can the landlord raise the rent even if you have a rental agreement? What can you do if you have to move out before the end of the term of your rental agreement?

## PAYING THE RENT

### When is rent due?

Most rental agreements require that rent be paid at the beginning of each rental period. For example, in a month-to-month tenancy, rent usually must be paid on the first day of the month. However, your rental agreement can specify any day of the month as the day that rent is due (for example, the 10th of every month in a month-to-month rental agreement, or every Tuesday in a week-to-week rental agreement).

As explained above on page 21, the rental agreement must state the name and address of the person or entity to whom you must make rent payments (see page 21). If this address does not accept personal deliveries, you can mail your rent payment to the owner at the stated name and address. If you can show proof that you mailed the rent to the stated name and address (for example, a receipt for certified mail), the law assumes that the rent was received by the owner on the date of postmark.<sup>149</sup>

It is very important for you to pay your rent on or before the due date. Not paying rent on time might lead to a negative entry on your credit report,<sup>150</sup> late fees, or even eviction.

### Check, money order, electronic funds transfer, or cash?

The landlord or landlord’s agent normally cannot require you to pay rent in cash or to use electronic funds transfer. They must allow you to pay by some other means such as a personal check, a money order or cashier’s check. The manner of payment of your rent will usually be specified in your rental agreement. The landlord must also accept payment on your behalf by a third party, if that third party provides a legally required written acknowledgment that the payment gives the third party no rights of tenancy.<sup>151</sup>

However, the landlord or agent can require you to pay rent in cash if, within the last three months, you paid the landlord or agent with a check that was dishonored by the bank. (A **dishonored check** is one that the bank returns without paying because you stopped payment on it or because your account did not contain sufficient funds.)

In order to require you to pay rent in cash, the landlord must first give you a written notice stating that your check was dishonored and that you must pay cash for the period of time stated by the landlord. This period cannot be more than three months after you:

- ordered the bank to stop payment on the check, or
- attempted to pay with a check that the bank returned to the landlord because of insufficient funds in your account.

The landlord must attach a copy of the dishonored check to the notice. If the notice changes the terms of your rental agreement, the landlord must give you the proper amount of advance notice.<sup>152</sup>



These same rules apply if the landlord requests you to pay the security deposit in cash.

**Example:** Suppose that you have a month-to-month rental agreement and that your rent is due on the first of each month. Suppose that the rental agreement does not specify the form of rent payment (check, cash, money order, etc.) or the amount of notice required to change the terms of the agreement. On April 1, you give your landlord your rent check for April. On April 11, your landlord receives a notice from his or her bank stating that your check was dishonored because you did not have enough money in your account. On April 12, the landlord hands you a notice stating that your check was dishonored and that you must pay rent in cash or money order for the next three months. What are your rights and obligations under these facts? What are the landlord's rights and obligations?

Unfortunately, the law that allows the landlord to require payments in cash or by money order does not clearly answer these questions. The following is based on a reasonable interpretation of the law.

The requirement that you pay rent in cash or by money order arguably changes the terms of your rental agreement and takes effect in 30 days (on May 12). Therefore, you might argue you could pay your May 1 rent payment by check. However, this might cause the landlord to return your check and serve a **three-day notice** to pay or quit or decide to serve you with a **30-day** or **60-day** notice to end the tenancy. It would be better to interpret the maximum 3-month period for cash payment or payment by money order to include May's rent payment. The requirement that you pay rent in cash or by money order continues for a maximum of three months as specified by the landlord after the landlord received the notice that your check was dishonored (through July 10). You very well might have to pay your June and July rent in cash or by money order, and, if you tried to claim you were not required to do so in May, the August payment as well, if the tenancy continues. It would be prudent to not insist that you do not need to pay in cash or by money order for May.

What about your April 1 rent check that was returned by the landlord's bank? As a practical matter, you should make the check good immediately. Otherwise, the landlord can serve you with a **three-day notice** to pay or quit, which is the first step in the **eviction process**.<sup>153</sup>

## Obtaining receipts for rent payments

If you pay rent in cash or with a money order, you should ask your landlord for a signed and dated receipt at the same time that you pay your rent. Legally, you are entitled to a written receipt whenever you pay rent.<sup>154</sup> If you pay with a check, you can use the canceled check as a receipt. Keep the receipts or canceled checks forever, so that you have a record of your payments in case of a dispute.

## Late fees and dishonored check fees

While there is a legal argument that a rental agreement cannot include a predetermined late fee, most rental agreements contain a late fee provision. This is because there is an exception to this rule when it would be difficult to figure out the **actual** cost to the landlord caused by the late rent payment, and the landlord has made an effort to determine that cost. Even then, the predetermined late fee should not be more than the reasonable estimate of costs that the landlord will face as a result of the late payment. A late fee that is so high that it amounts to a penalty is not legally valid.<sup>155</sup> It is common for rental agreements to provide a 'grace period' before the late fee becomes effective. A typical grace period waives the fee if the rent is paid before the 6th. Be sure to read and understand the rental agreement's late fee provisions.

Additionally, in some communities, late fees are limited by local rent control ordinances (see "Rent Control,").



What if you’ve signed a rental agreement that contains a late-fee provision, and you’re going to be late for the first time paying your rent? If you have a good reason for being late (for example, your paycheck was late), explain this to your landlord. Some landlords will **waive** (forgive) the late fee if there is a good reason for the rent being late, and if the tenant has been responsible in other ways. If the landlord isn’t willing to forgive or lower the late fee, ask the landlord to justify it (for example, in terms of administrative costs for processing the payment late). However, if the late fee is reasonable, it may be valid.

The landlord also can charge the tenant a fee if the tenant’s check for the rent (or any other payment) is dishonored by the tenant’s bank. A dishonored check is often called a “bounced” or “NSF” (non-sufficient funds) or “returned” check. In order for the landlord to charge the tenant a returned check fee, the rental agreement must authorize the fee, and the amount of the fee must be reasonable.

For example, a reasonable returned check fee would be the amount that the bank charges the landlord, plus the landlord’s reasonable costs because the check was returned. Under California’s “bad check” statute, the landlord can charge a service charge instead of the dishonored check fee described in this paragraph. The service charge can be up to \$25 for the first check that is returned for insufficient funds, and up to \$35 for each additional check.<sup>156</sup>

## Partial rent payments

You will violate your rental agreement if you do not pay the full amount of your rent on time. If you cannot pay the full amount on time, you may want to offer to pay part of the rent. However, the law allows your landlord to refuse a partial payment or to take the partial payment and still give you a **three-day notice** to pay or quit.<sup>157</sup>

If your landlord is willing to accept a partial rent payment and give you extra time to pay the balance, it is important that you and the landlord agree on the details in writing, and that you save this writing forever. The written agreement should state the amount of partial rent that you paid, the date by which the rest of the rent must be paid, the amount of any late fee due, and the landlord’s agreement not to take any action to **evict** you if you pay the amount due by the specified date. Both you and the landlord should sign the agreement, and you should keep a copy forever. An agreement of this kind is legally binding.

Whether the landlord can increase the amount of the security deposit after you move in depends on what the rental agreement says, how much of a security deposit you have paid already, what the reason for the increase is and whether local law permits such an increase.

If you have a rental agreement, the security deposit cannot be increased unless increases are permitted by the terms of the rental agreement.

In a **periodic rental agreement** (for example, a month-to-month agreement), the landlord can increase the security deposit unless prohibited by the agreement. The landlord must give you proper notice before increasing the security deposit. (For example, 30 days’ advance written notice normally is required in a month-to-month rental agreement.). In a rental agreement for a fixed-term a change in deposit can typically only occur upon renewal of the agreement, unless the rental agreement provides otherwise.

However, if the amount that you already paid as a security deposit equals two times the current monthly rent for an unfurnished unit or three times the current monthly rent for a furnished unit, then your landlord cannot increase the security deposit, no matter what the rental agreement says. Limits on security deposits may vary for tenants who are active duty military service personnel (see the discussion of the limits on security deposits). Local rent **stabilization** ordinances may also limit or prohibit increases in security deposits.

The landlord must give you proper advance written notice of any increase in the security deposit (see “Proper Service of Notices”).

The landlord normally cannot require you to pay the security deposit increase in cash or by electronic funds transfer, without offering other options.

## RENT INCREASES



# How much can rent be raised?

If you are covered by the Tenant Protection Act (State rent limits), which applies to a significant percentage of rental properties, the landlord can only raise rent in a 12-month period by 5% plus the inflation rate or 10 percent, whichever is lower.<sup>158</sup> If the rate of inflation exceeds 5%, the maximum rent increase will be 10% for properties covered by the Act.

# How often can rent be raised?

This depends on whether your rental unit is subject to local or state rent stabilization laws and the terms of your rental agreement.

For rental agreements with a fixed term (i.e., 6 months, 1 year, 2 years, etc.), the landlord cannot increase the rent during the rental term unless the rental agreement permits rent increases. Rent may be increased if the rental agreement is renewed.

For rental agreements with periodic terms (e.g., week-to-week or month-to-month), properties subject to the Tenant Protection Act require 30 days’ written notice prior to any proposed rent increase. If the property is exempt from the State rent limit and no local rent stabilization ordinances apply, the landlord must provide the tenant with either 30 days’ notice (if the rent increase is 10 percent or less) or 90 days’ advanced written notice (if the rent increase is more than 10 percent).<sup>159</sup> Under these circumstances, there is no limit on how many times the landlord may raise the rent, except for the required advance written notice is required, and increases cannot be retaliatory or discriminatory. The actual number of days of advance notice will depend on the amount that the landlord increases the rent. The written notice must tell you how much the rent will increase and when the increase will go into effect.

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 combined total of the new increase and any other increases during that period.

**Example for when 30 days’ notice required:** Assume that your rent has been \$3,000 per month since June of last year. Your landlord wants to increase your rent by \$150, to \$3,150, beginning on June 1. Here’s how to calculate the percentage of the rent increase and the amount of notice that the landlord must give you:

First, calculate the percentage increase in the rent by dividing the amount of the proposed increase by the lowest rent charged in the past 12 months. It is:

$$\frac{150}{3000} = 5\%$$

The current rent increase (\$150) does not exceed 10 percent of the lowest rent charged in the past 12 months (\$3,000). Therefore, your landlord must give you at least 30 days’ advance written notice of the rent increase.

The 30-day notice requirement applies for any rent increase of 10% or less, regardless of whether your rental unit is subject to the State rent limit or is exempt from the State rent limit.<sup>160</sup>

**Example for when 90 days’ notice required:** Assume that you live in a property that is exempt from the rent limit of the Tenant Protection Act (e.g., a rental unit that was built within the previous 15 years), so your landlord is allowed to raise your rent by more than 10%. Assume that your rent was \$2,500 last June 1, and that your landlord raised your rent by \$250, to \$2,750, last November. Your landlord wants to increase your rent again by \$250 on June 1 to \$3,000 per month. Here’s how to calculate the percentage of the rent increase and the amount of notice that the landlord must give you:

The percentage increase in the rent must be calculated by adding all the rental increases made in the 12 months previous to the effective date of the increase, June 1. The combined rent increase is:



$$\begin{array}{r} \$ 250 \\ + 250 \\ \hline \$ 500 \end{array}$$

The percentage of increase is calculated using the lowest rent charged during the preceding 12 months. The lowest rent charged was \$2,500. The percentage of increase equals:

$$\frac{\$ 500}{\$2500} = 20\%$$

Since the increase is greater than 10%, the landlord must give you at least 90 days' notice.

A landlord must give proper advance written notice of the increase in rent, and the increase cannot be **retaliatory**. If the rental unit is subject to a local rent stabilization ordinance instead of the Tenant Protection Act, the local ordinance may impose stricter rent limits and additional requirements on the landlord.

Increases in rent for government-subsidized housing usually are restricted. If a tenant lives in government-subsidized housing, the tenant should check with the local public housing authority, housing counseling agency, legal aid organization, tenant-landlord program, or housing clinic to find out whether there are any restrictions on rent increases.

## Rent increase; notice and effective date

A landlord's notice of rent increase must be in writing. The landlord can deliver a copy of the notice to you personally.<sup>161</sup> In this case, the rent increase takes effect in 30 or 90 days, as just explained.

The landlord also can send 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 and the place of mailing is within California. The period of notice may be longer if notice is mailed from outside of California (10 days), or from outside of the United States (20 days). Therefore, if notice is mailed from within California, 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 greater than 10 percent, the landlord would have to give you at least 95 days' notice from the date of mailing.<sup>162</sup>

## Example of a rent increase

Most notices of rent increases state that the increase will go into effect at the beginning of the next rental period. For example, a landlord who wishes to increase the rent by 5 percent 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: \$2,500 per month.
- Rent increase: \$125 (from \$2,500 to \$2,625) per month (a 5 percent increase).
- Date that the notice of rent increase is delivered to the tenant personally: March 17 (that is, the middle of the month).
- Earliest date that the rent increase can take effect: April 16.

If the landlord delivers the notice on March 17, the increase becomes effective 30 days later, on April 16. The landlord is entitled to the increased rent beginning on April 16. On April 1, the tenant would pay \$1,250 for the first half of April (that is, 15 days at the old rent of \$2,500, from



April 1 to 15), plus \$1,312.50 for the last half of April (that is, 15 days at the new rent of \$2,625, from April 16-30). The total rent for April that is due on April 1 would be \$2,562.50. Looking at it another way, the landlord is entitled to only one-half of the increase in the rent during April, 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 March 17 which states that the rent increase takes effect on May 1. In that case, the tenant would pay \$2,500 rent on April 1, and \$2,625 rent on May 1.

## WHEN CAN THE LANDLORD ENTER THE RENTAL UNIT?

California law states that a landlord can enter a rental unit only for certain specified reasons. The landlord does not have the right to enter to conduct a general inspection. Only the following reasons for entry are permitted:

- In an emergency.
- When the tenant has surrendered or **abandoned** the rental unit.
- To make necessary or agreed-upon repairs, decorations, alterations, or other improvements or supply necessary or agreed-upon services.
- To show the rental unit to prospective tenants, purchasers, or lenders, to provide entry to contractors or workers who are to perform work on the unit, or to conduct an **initial inspection** requested by the tenant before the end of the tenancy (see Initial Inspection sidebar).
- If a court order permits the landlord to enter.<sup>163</sup>
- To install, repair, replace, maintain, or read the submetering of water service.<sup>164</sup>
- To inspect elevated balconies or decks.<sup>165</sup>
- To inspect an area where the resident is engaging in personal agriculture.<sup>166</sup>
- To repair, test and/or maintain smoke detectors or carbon monoxide detectors.<sup>167</sup>
- If the tenant has a waterbed, to inspect the installation of the waterbed when the installation has been completed, and periodically after that to assure that the installation meets the requirements of the law.<sup>168</sup>

The landlord or the landlord's agent must give the tenant reasonable advance notice in writing before entering the unit and can enter only during normal business hours (generally, 8 a.m. to 5 p.m. seven days per week). The notice must state the date, approximate time, and purpose of the entry.<sup>169</sup> However, advance written notice is not required under any of the following circumstances:

- To respond to an emergency.
- The tenant moved out or abandoned the rental unit.
- The tenant is present and consents to the entry at the time of entry.
- The tenant and landlord agreed that the landlord will make repairs or supply services, and agreed orally that the landlord may enter to make the repairs or supply the services. The agreement must include the date and approximate time of entry, which must be within one week of the oral agreement.<sup>170</sup>

The landlord or agent may use any one of the following methods to give the tenant written notice of intent to enter the unit:

- Personally deliver the notice to the tenant; or
- Leave the notice at the rental unit with a person of suitable age and discretion (for example, a roommate or a teenage member of the tenant's household); or
- Leave the notice on, near, or under the unit's usual entry door in such a way that it is likely to be found; or
- Mail the notice to the tenant.<sup>171</sup>

Absent evidence to the contrary, the law considers 24 hours' advance written notice to be reasonable in most situations.

If the notice is mailed to the tenant, mailing at least six days before the intended entry is presumed to be reasonable, in most situations.<sup>172</sup> The tenant can consent to shorter notice and to entry at times other than during normal business hours.



Special rules apply if the purpose of the entry is to show the rental to a purchaser. In that case, the landlord or the landlord's agent may give the tenant notice orally, either in person or by telephone. Absence evidence to the contrary, the law considers 24 hours' notice to be reasonable in most situations. However, before oral notice can be given, the landlord or agent must first notify the tenant in writing that the rental is for sale and that the landlord or agent may contact the tenant orally to arrange to show the rental. This written notice must be given to the tenant within 120 days of the oral notice. The oral notice must state the date, approximate time and purpose of entry.<sup>173</sup> The landlord or agent may enter only during normal business hours (typically between 8 a.m. to 5 p.m. seven days per week), unless the tenant consents to entry at a different time.<sup>174</sup> When the landlord or agent enters the rental pursuant to oral notice, they must leave written evidence of entry, such as a business card.<sup>175</sup>

The landlord cannot abuse the right of access allowed by these rules, or use this right of access to harass (repeatedly disturb) the tenant.<sup>176</sup> Also, the law prohibits a landlord from significantly and intentionally violating these access rules in an attempt to influence the tenant to move out.<sup>177</sup>

If your landlord violates these access rules, talk to the landlord about your concerns. If that is not successful in stopping the landlord's misconduct, send the landlord a formal letter asking the landlord to strictly observe the access rules stated above, and retain a copy of the letter for your records. If the landlord continues to violate these rules, you can talk to an attorney or a legal aid organization, or file suit in small claims court to recover the damages that you suffered due to the landlord's misconduct. If the landlord's violation of these rules was significant and intentional, and the landlord's purpose was to influence you to move from the rental unit, you can sue the landlord in small claims court for a civil penalty of up to \$2,000 for each violation.<sup>178</sup>

## SUBLEASES AND ASSIGNMENTS

Sometimes, a tenant with a rental agreement may need to move out before the term ends, or may need help paying the rent. In these situations, the tenant may want to sublease the rental unit or assign the rental agreement to another tenant. The tenant may sublease the rental unit or assign the rental agreement *unless* the terms of the rental agreement precludes the tenant from doing so without the prior consent of the landlord.

### Subleases

A **sublease** is a separate rental agreement between the original tenant and a new tenant who moves in temporarily (for example, for the summer), or who moves in with the original tenant and shares the rent. The new tenant is called a **subtenant**.

With a sublease, the agreement between the original tenant and the landlord remains in full force and effect. The original tenant is still responsible for paying the rent to the landlord, and functions as a landlord to the subtenant. Any sublease agreement between a tenant and a subtenant should be in writing to avoid disputes.

Many rental agreements contain a provision that prohibits (prevents) tenants from subleasing or assigning rental units. This kind of provision allows the landlord to control who rents the rental unit. If your rental agreement prohibits subleases or assignments, you must get your landlord's permission before you sublease or **assign** the rental unit.

Even if your rental agreement does not contain a provision prohibiting you from subleasing or assigning, it is wise to discuss your plans with your landlord in advance. Subleases and assignments usually do not work out smoothly unless everyone has agreed in advance in writing. A lease provision requiring the landlord's consent to assign or sublease, but providing no standard for giving or withholding consent, is construed to contain an implied standard that such consent will not be unreasonably withheld.<sup>179</sup>

You might use a sublease in two situations. In the first situation, you may have a larger apartment or house than you need, and may want help paying the rent. Therefore, you want to rent a room to someone. In the second situation, you may want to leave the rental unit for a certain period and return to it later. For example, you may be a college student who leaves the campus area for the summer and returns in the fall. You may want to sublease to a subtenant who will agree to use the rental unit only for a particular period of time.



Under a sublease agreement, the subtenant agrees to make payments to you, not to the landlord. The subtenant has no direct responsibility to the landlord, only to you. Generally, the subtenant should not be given any greater rights than you do as the original tenant. To do so might create a conflict with your terms and obligations under your rental agreement. For example, if you have a month-to-month rental agreement, you should not promise the subtenant a fixed-term. If your rental agreement does not allow you to have a pet, then the subtenant cannot have a pet, as it creates a violation of your agreement with the landlord.

In any sublease situation, it is essential that both you and the subtenant have a clear understanding of your obligations. To help avoid disputes between you and the subtenant, this understanding should be put in the form of a written sublease agreement that both you and the subtenant sign.

The sublease agreement should cover things like the amount and due date of the rent, where the subtenant is to send the rent, who is responsible for paying the utilities (typically, gas, electric, water, trash, and telephone), the dates the agreement begins and ends, a list of any possessions that you are leaving in the rental unit, and any conditions of care and use of the rental unit and your possessions. It is also important that the sublease agreement be consistent with the rental agreement, so that your obligations under the rental agreement are fully performed by the subtenant (assuming that is what you and the subtenant have agreed upon).

## Assignments

An **assignment** is a transfer of your rights as a tenant to someone else. You might use an assignment if you have a rental agreement for one year and need to move permanently before the term ends. Like a sublease, an assignment is a contract between the original tenant and the new tenant (not the landlord).

However, an assignment differs from a sublease in one important way. If the new tenant accepts the assignment, the new tenant is directly responsible to the landlord for the payment of rent, for damage to the rental unit, and so on. Nevertheless, an assignment does not relieve the original tenant of his or her legal obligations to the landlord unless the landlord explicitly releases the original tenant from his/her obligations. If the new tenant does not pay rent, or damages the rental unit, the original tenant (unless released from his/her obligations by the landlord) remains legally responsible to the landlord.<sup>180</sup>

In order for the original tenant to be relieved of his/her obligations under the original rental agreement, the landlord, the original tenant, and the new tenant all must agree that the new tenant will be solely responsible to the landlord under the assignment. This agreement is called a **novation**, and must be in writing.

## Short Term Rentals

It is important to understand that most rent agreements also prohibit you from using your unit as a short term rental, such as renting the unit through websites like AirBnB and VRBO. Many local laws also prohibit rental units from being rented in this way and carry with them heavy fines for violating the law.

**Remember:** Even if the landlord agrees to a sublease or assignment, the original tenant is still responsible for the rental unit *unless* there is a written agreement (a novation) that states otherwise. For this reason, think very carefully about who you consider subleasing or assigning your rental unit to.

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<sup>148</sup> Civ. Code §§ 1929 and 1941.2.

<sup>149</sup> Civ. Code § 1962(f).

<sup>150</sup> If the landlord intends to report negative credit information about the tenant to a credit bureau, the landlord must disclose this intent to the tenant. The landlord must give notice to the tenant, either before reporting the information, or within 30 days after reporting the negative credit information. The landlord may personally deliver the notice to the tenant or send it to the tenant by first-class mail. The form of notice



may be in the rental agreement. (Civ. Code § 1785.26; Moskowitz et al., California Landlord-Tenant Practice, §§ 1.51 (Cont.Ed.Bar 2021).

<sup>151</sup> Civ. Code § 1947.3(a)(3).

<sup>152</sup> See Civ. Code § 1947.3. Waiver of the provisions of this section is void and unenforceable.

<sup>153</sup> See discussion of late fees and dishonored check fees, pages 46-48. Paying by check with knowledge that the account contains insufficient funds, with intent to defraud, is a crime. Pen. Code § 476a.

<sup>154</sup> Civ. Code § 1499.

<sup>155</sup> *Harbor Island Holdings, LLC v. Kim* (2003) 107 Cal.App.4th 790, 798-799 (liquidated damages provision unenforceable because it bore no reasonable relationship to range of actual damages parties could have anticipated); *Orozco v. Casimiro* (2004) 121 Cal.App.4th Supp. 7, 12 (late fee invalid because landlord failed to establish that damages for late payment of rent were extremely difficult to fix); *Del Monte Properties & Investments, Inc. v. Dolan* (2018) 26 Cal.App.5th Supp. 20, 24.

<sup>156</sup> Civ. Code § 1719(a)(1). Advance disclosure of the amount of the service charge is a nearly universal practice, but is not explicitly required by § 1719. The landlord cannot collect both a dishonored check fee and a service charge. The landlord loses the right to collect the service charge if the landlord seeks the treble damages that are authorized by the “bad check” law. (Civ. Code § 1719).

<sup>157</sup> Civ. Code § 1942.4.

<sup>158</sup> Civ. Code § 1947.12(a). The inflation rate is defined in the Act as “the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. If a regional index is not available, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.” (Civ. Code § 1947.12(g)(2)).

<sup>159</sup> Civ. Code § 827(b). Longer notice periods apply if required, for example, by statute, regulation or contract. (Civ. Code § 827(c).) If a proposed rent increase is caused by a change in the tenant’s income or family composition, as determined by the local housing authority’s recertification, at least 30 days’ advance written notice of the increase must be provided.. (Civ. Code § 827(b)(3)(B)).

<sup>160</sup> Civ. Code §§ 827(b)(2) and 1947.12(e).

<sup>161</sup> Civ. Code § 827(b)(1)(A).

<sup>162</sup> Civ. Code § 827(b)(1)(B)(2) and (3).

<sup>163</sup> Civ. Code § 1954(a)(4).

<sup>164</sup> Civ. Code § 1954.201.

<sup>165</sup> Health and Saf. Code § 17973.

<sup>166</sup> Civ. Code § 1940.10.

<sup>167</sup> Health & Saf. Code §§ 13113 and 17926.1.

<sup>168</sup> Civ. Code § 1940.5(f).

<sup>169</sup> Civ. Code §§ 1954(b) and 1954(d)(1).

<sup>170</sup> Civ. Code § 1954(d), (e).

<sup>171</sup> Civ. Code § 1954(d)(1).

<sup>172</sup> Civ. Code § 1954(d)(1).

<sup>173</sup> Civ. Code § 1954(d)(2); Moskowitz et al., California Landlord-Tenant Practice, § 3.3 (Cont.Ed.Bar 2021).

<sup>174</sup> Civ. Code § 1954(b).

<sup>175</sup> Civ. Code § 1954(d)(2).

<sup>176</sup> Civ. Code § 1954(c).

<sup>177</sup> Civ. Code § 1940.2(a)(4).

<sup>178</sup> Civ. Code § 1940.2(b).

<sup>179</sup> Civ. Code § 1995.260.

<sup>180</sup> Civ. Code § 822.

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