

AB 1482 TENANT PROTECTION ACT OF 2019.

UPDATED: 4/5/2022



Legal Aid Society of San Diego

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1-877-5342524

<https://www.lasds.org/>

- This presentation is intended to provide general information regarding legal rights related to housing in California.
- If you have questions, consult with an attorney or the appropriate agency about your rights in your specific situation.
- Legal Aid Society of San Diego 1 (877) 534-2524 or visit www.LASSD.org
- **Updated April 5, 2022**

NEW CALIFORNIA LAW AS OF JANUARY 1, 2020

- THE TENANT PROTECTION ACT OF 2019 (AB 1482)
 - “Rent Cap” – 5% + CPI (California Price Index, calculated annually), or 10%, whichever is lower
 - “Just Cause” – required for termination of tenancy after 12 months
 - Exclusions and Exceptions – certain categories of housing are excluded from the statute and there are some exceptions

WHAT HOUSING IS COVERED

- **ALL rental units in CA are covered by the “rent cap” and “just cause,” EXCEPT the following:**
 - Single-family homes and condos, unless owned by a corporation;
 - Any units covered by a local rent control ordinance that is lower than the annually calculated cap;
 - Units constructed in the past 15 years;
 - Duplexes if the owner lives in the other unit;
 - Affordable housing subject to a deed restriction, regulatory agreement or other agreement with a governmental agency;
 - School-owned housing



“Just Cause” Specific Exemptions

- **In addition to the exemptions in the previous slide, the following types of property are *EXEMPT* from the “just cause” requirements:**
 - ▣ Housing in nonprofit hospitals, religious care facilities for the elderly, and adult residential facilities
 - ▣ Transient and tourist hotel occupancies
 - ▣ Housing in which a tenant shares a bathroom or kitchen facilities with an owner at the owner’s primary residence
 - ▣ Single-family owner-occupied residences in which the owner-occupant rents or leases no more than two units or bedrooms
 - ▣ Accessory dwelling units and junior accessory dwelling units
 - ▣ ** City of San Diego Residents (Tenant’s Right to Know)



“RENT CAP” — *California Civil Code 1947.12*

- A landlord cannot increase the rent more than 5% + the regional CPI in any 12-month period or more than 10%, whichever is less
- Rent can be increased to the allowable maximum in no more than 2 separate increases during the twelve-month period
- Rent increase is calculated against the lowest rent charged during the prior 12-month period
 - ▣ Excludes any rent discounts, incentives, concessions, or credits
 - ▣ Discounts, etc. must be agreed to by tenant and listed in lease or rental agreement
- Vacancy decontrol — upon a complete turnover in tenancy, landlord can raise rent without subject to the cap



“JUST CAUSE” — *California Civil Code 1946.2*

- Under the new law, a landlord needs “Just Cause” in order to terminate a tenancy
- “Just Cause” is characterized as:
 - “At-Fault”
 - “No-Fault”



“At-Fault” Just Cause

- Nonpayment of rent
- Breach of material lease term
- Nuisance
- Waste
- Failure to execute similar new lease
- Criminal activity
- Subletting in violation of lease
- Denying entry to landlord
- Using the unit for an unlawful purpose
- Failure to vacate after providing owner written notice of intent to terminate tenancy, or after making a written offer or after making a written offer to terminate tenancy which is accepted by landlord
- Employee, agent, or licensee’s failure to vacate after termination as employee, agent, or licensee



“No-Fault” Just Cause

- Owner intends to occupy the unit
- Withdrawal of unit from the rental market
- Owner is complying with a government order, court order, or local ordinance that requires the unit to be vacant
- Owner intends to demolish or substantially remodel the unit



Relocation Assistance Required for “No-Fault” Termination of Tenancy

- Relocation assistance is required for terminations based on “No-Fault” reasons
- Relocation assistance is equal to one-month’s rent paid within 15 days of service of the “No-Fault” notice to terminate tenancy
- Owner has option of waiving, in writing, last month’s rent instead of making relocation payment
- If local law requires more than one-month’s rent, then that local law applies



When is a Tenant Entitled to “Just Cause”

- “Just Cause” is not required until tenant has lived in the unit at least *12 consecutive months*.
 - ▣ Tenants who already meet this are covered when the law takes effect.
- If a new, additional tenant moves-in the unit, “just cause” attaches when:
 - ▣ All tenants have lived there for 12 months; or
 - ▣ Any one tenant has lived there for 24 months
- After at least one tenant has lived in the unit for 24 months, “just cause” applies to all tenants in the unit.



QUESTIONS/REFERRALS?

If you have a client who needs housing assistance, please have them call Legal Aid at 1 (877) 534-2524 to open an application for assistance.



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