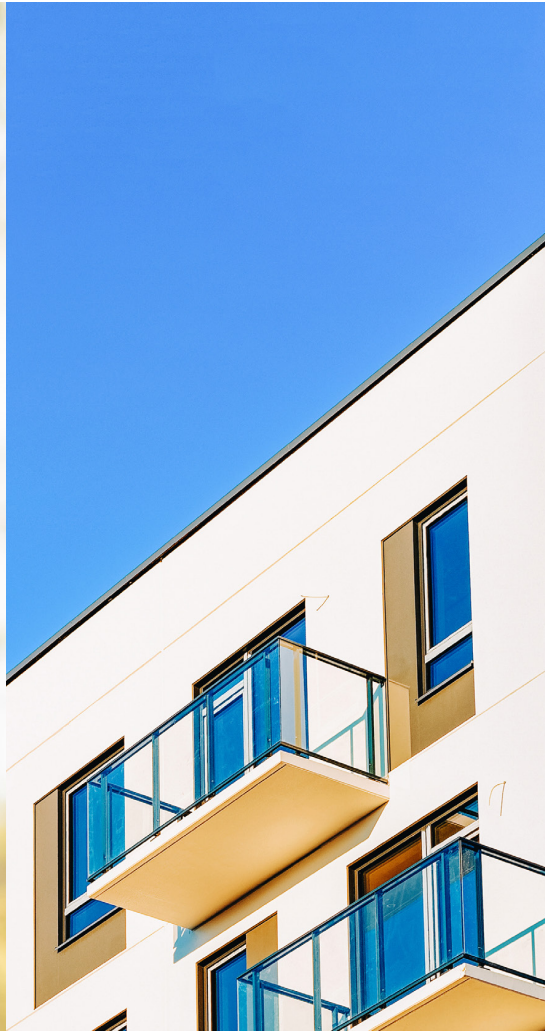




CALIFORNIA TENANTS

A GUIDE TO RESIDENTIAL TENANTS' AND LANDLORDS' RIGHTS AND RESPONSIBILITIES



 **HOUSING
IS KEY**

Excerpt from
California Tenants Guide

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.¹⁶⁰ 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.¹⁶¹

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.

End of Excerpt

Read More: <https://www.courts.ca.gov/documents/California-Tenants-Guide.pdf>