



## THE TENANT PROTECTION ACT YOUR OBLIGATIONS AS A LANDLORD OR PROPERTY MANAGER

The Tenant Protection Act (TPA), effective as of January 1, 2020, creates statewide protections against excessive rent increases and requires “just cause” to evict tenants in residential rental properties. Senate Bill 567, effective April 1, 2024, amends the TPA to strengthen its protections and create new consequences for violations. Both property owners and property managers must familiarize themselves with the requirements of the TPA and other landlord-tenant laws to ensure that they are acting in compliance with those laws. Here are some frequently asked questions about the TPA:

- **What is the Tenant Protection Act?** The Tenant Protection Act places limits on annual rent increases (Civil Code, § 1947.12) and restricts the types of allowable evictions in residential rental properties (Civil Code, § 1946.2).
- **Who must comply with the TPA?** Most residential landlords and property managers must comply with the TPA. However, the “just cause” eviction requirements do not apply to tenants who have lived in their unit for less than one year. The TPA also does not apply to certain specific types of housing, such as housing built in the last 15 years (calculated on a rolling basis).<sup>1</sup> (Civil Code, §§ 1946.2(a), (e); 1947.12(e).)
- **How much can rent be increased annually under the TPA?** Rent may not be increased more than 5% plus the change in the cost of living (pursuant to the Consumer Price Index) or 10% total, whichever is lower, over the course of any 12-month period. More information on rent-increase limits can be found at [www.oag.ca.gov/housing](http://www.oag.ca.gov/housing) and at [www.oag.ca.gov/consumers/general/landlord-tenant-issues](http://www.oag.ca.gov/consumers/general/landlord-tenant-issues).
- **What types of evictions are allowed under the TPA?** A tenant can only be evicted for “just cause.” Just cause means certain specified situations, listed in Civil Code section 1946.2, where the tenant is at fault, such as when the tenant did not pay rent or violated a material term of their lease. Just cause also includes four specified “no-fault” situations, all of which must meet the requirements of the TPA:
  - o The property owner is withdrawing the unit from the rental market.
  - o The property owner or certain family members are moving into the unit.
  - o The property owner is demolishing or substantially remodeling the unit.
  - o The unit must be vacated in order to comply with a law, or a court or government order.
- **When may a tenant be evicted based on the owner withdrawing the unit from the rental market?** A tenant can only be evicted for a “withdrawal” when the owner is withdrawing the property from the rental market in order to, for example, go out of business or use the building for a purpose other than rental housing. (Civil Code, § 1946.2(b)(2)(B).) Many cities and counties have additional limits on how a unit may be removed from the rental market.

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1 Other exemptions include, but are not limited to, the following:

- Units restricted by deed, regulatory restriction, or other recorded document as affordable housing for very low, low, or moderate-income households, or that are subject to an agreement providing housing subsidies for affordable housing for those households.
- Dormitories owned and operated by institutions of higher education or other schools.
- A two-unit property within a single structure, where the property owner lives in one unit during the entire tenancy.
- Single-family homes and condominiums (a) that are not owned by a real estate investment trust, a corporation, an LLC with at least one corporate member, or management of a mobilehome park; AND (b) where the landlord notified the tenant in writing that the tenancy is not subject to the Tenant Protection Act’s rent limits or “just cause” requirements.

For a complete list of exemptions, see Civil Code section 1946.2



- **When may a tenant be evicted based on owner move-in?** A tenant may only be evicted on this basis if the property owner, or his or her spouse, domestic partner, children, grandchildren, parents, or grandparents, intends to move into the unit. SB 567 imposes the following requirements on owner move-in evictions: (1) the owner or relative must move in within 90 days after the tenant leaves, (2) the owner/relative must live in the unit as their primary residence for at least one year, (3) the eviction notice must disclose the name of the person who is moving into the unit and the relationship to the owner, and must state that the tenant may request proof that the intended occupant is a qualifying relative of the owner, and (4) there must be no other similar unit vacant on the property that the owner or relative could move in to instead. If the owner or relative does not move in within 90 days, or if they do not live there as their primary residence for at least one year, the unit must be offered back to the tenant at the same rent and lease terms as when the tenant left, and the tenant must be reimbursed reasonable moving expenses. (Civil Code, § 1946.2(b)(2)(A).)
- **When may a tenant be evicted based on demolition or substantial remodel?** A tenant may only be evicted on this basis if the property is being demolished or if renovations will a) substantially modify or replace a structural, plumbing, electrical, or mechanical system, and require permits, or b) remove unsafe materials, such as lead paint, mold, or asbestos, from the unit. Additionally, the work must require the tenant be out of the unit for at least 30 consecutive days in order for the work to be safely completed. SB 567 clarifies that a tenant is not required to vacate the unit on any days where they could continue living there without violating health, safety, and habitability codes and laws. In other words, the safety risk must be present for all 30 of those days to justify eviction. Under SB 567, the notice to terminate tenancy must include a description of the work to be completed, copies of required permits, the date the owner expects to complete the work or demolish the building, and notification that if the substantial remodel or demolition is not commenced or completed, the tenant must be offered the opportunity to re-rent the unit at the same rent and lease terms as when the tenant left. (Civil Code § 1946.2(b)(2)(D).)
- **When may a tenant be evicted in order to comply with a law or order?** In some cases, a government agency or court may order that all tenants vacate the property, such as when the building is found to be unsafe or unhealthy for humans to live in. Additionally, local laws, such as zoning ordinances, may require vacating a property. (Civil Code, § 1946.2(b)(2)(C).) An order to vacate does not automatically terminate the tenancy. If a landlord wants to evict a tenant based on an order to vacate, the landlord must first serve a notice of termination and provide relocation as required by the TPA.
- **A tenant is entitled to relocation assistance for no-fault evictions.** When a housing provider evicts a tenant for one of the four “no-fault” reasons listed above, the owner must pay the tenant the equivalent of one month of rent to help them relocate to a new home. (Civil Code, § 1946.2(d).) Some cities and counties require additional relocation assistance.
- **What are the consequences for violating the TPA?** State and local law enforcement agencies may bring enforcement actions predicated on violations of the TPA. SB 567 provides that if a housing provider violates the TPA’s rent cap or “just cause” eviction provisions, the provider can be liable to the tenant for actual damages, attorney’s fees, and up to three times the damages if the owner acted willfully or with oppression, fraud, or malice. (Civil Code, §§ 1946.2(h), 1947.12(k).)

In addition to the TPA’s rent-increase cap and eviction protections, cities or counties may have additional rent-control laws and eviction protections. Check local resources and consider consulting a lawyer to determine what requirements and obligations may apply.