AB 1482 TENANT PROTECTION ACT OF 2019.

UPDATED: 4/5/2022

Legal Aid Society of San Diego
Justice Begins Here
1-877-5342524  https://www.lassd.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
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
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)
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.
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.
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.