



# Know Your Housing Rights

*This guidance is for informational purposes only, does not establish substantive policy or rights, and does not constitute legal advice.*

**Tenants have many rights when renting a residential unit. It is important for tenants to know about the basics of tenants' housing rights and the laws protecting tenants from housing discrimination. This bulletin gives an overview of these laws and resources to access if you believe your rights were violated.**

## Tenant's Rights Basics

### Rent Increases

[The Tenant Protection Act \(TPA\)](#) caps the percentage a landlord can increase rent at covered properties within a 12-month period to 5% plus the change in the cost of living (pursuant to the Consumer Price Index), or 10%, whichever is lower. The cap is only applicable to rent increases after the landlord has set the initial rental amount. The TPA applies to most properties in California, but there are some exceptions including: properties that are less than 15 years old (unless a mobile home), some types of government-subsidized housing, or housing where rent is already limited to provide affordable housing to very low, low, and moderate-income households. The TPA applies to covered properties even when the tenant uses a Housing Choice Section 8 voucher to cover some or all of the rent.

In addition, some cities and counties in California have local rent control ordinances that may provide even stronger protections. Each of these ordinances is different, so it is important for tenants to review the ordinance specific to where they live. Some municipalities with local rent control protections also have a rent board that has the power to approve or deny rent increases. Under most circumstances, a landlord can re-rent the unit at market rate when the former tenant moves out.

### Evictions

The TPA prohibits landlords from evicting tenants without "just cause." That means that the landlord must have a legally acceptable reason for evicting the tenant. Under the law, the "just cause" for the eviction can be something the tenant has done ("at-fault," meaning the tenant is at fault), or the reason can be something unrelated to the tenant ("no-fault"). A landlord must give a tenant notice and a chance to cure an "at-fault" violation before proceeding with an eviction in court.

Some examples of just cause where a tenant is "at-fault" include:

- Failure to pay rent
- Engaging in criminal activity on the residential real property, including in any common areas
- Committing nuisance or waste
- Assigning or subletting the unit in violation of the lease

If the landlord wants to evict a tenant for a "no-fault" reason, they must notify the tenant of their right to a relocation assistance payment or a rent waiver for the final month of the tenancy. The "no-fault" just cause reasons for eviction include:

- The owner wants to take the unit off the rental market

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- The owner or their close family member wants to live in the unit (under some specific circumstances listed in the law)
- The owner intends to demolish or substantially remodel the unit
- There is an order by a court or governmental agency to vacate due to habitability issues

The TPA's just cause protections apply to covered California rental units where all tenants have continuously and lawfully occupied the property for at least 12 months, or at least one of the tenants has continuously and lawfully occupied the property for at least 24 months. Certain types of housing units are exempt from the TPA's eviction protections. Some examples of exempted properties include:

- Properties that are less than 15 years old
- Single-family homes
- Transient or tourist hotels
- Housing accommodations in a nonprofit hospital, religious facility, extended care facility, or licensed residential care facility for the elderly
- Dormitories owned and operated by an institution of higher education

For units not covered by the TPA's eviction protections (or a local "just cause" ordinance), the landlord must give the tenants notice to terminate their tenancy. The amount of notice depends upon the circumstances of the eviction and can vary between 3 and 90 days. Under most circumstances, a tenant in a unit not covered by the TPA that receives a three-day notice must be given a chance to cure the violation (such as paying overdue rent).

All tenants in California, whether covered or exempt from the TPA, are protected from an eviction (or a refusal to renew a tenant's lease) if it is related to an act of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or dependent adult abuse committed against the tenant. These protections apply if the tenant:

1. Has a restraining order, police report, or documentation from a qualified third party that documents the abuse and that is not older than 180 days from the date of the last incident forming the basis of the eviction, and
2. Does not live with the abuser.

If these conditions are met, the landlord may evict the perpetrator of the acts, but not the survivor, under California law.

California's COVID-19-related eviction moratorium has expired. However, as of August 5, 2022, eviction moratoriums are still in place in some cities and counties in California, including [Alameda County](#), the [City of Oakland](#), the [City and County of San Francisco](#), and [Los Angeles County](#). As of July 1, 2022, cities and counties may enact new COVID-19-related eviction protections, so new eviction protections in other areas of the state may be forthcoming.

If a tenant is served with an unlawful detainer complaint (a legal process for eviction), they should get [legal advice or assistance](#) immediately. Unlawful detainer actions are fast proceedings and have shortened deadlines. A tenant usually has only five week days to respond in writing to the landlord's unlawful detainer complaint.

## Repairs and Habitability

A rental unit must be "habitable," meaning that it is fit to be occupied by human beings and substantially complies with state and local building and health codes that materially affect tenants' health and safety. There are many kinds of defects that could make a rental unit not habitable.

### **Examples of defects include:**

- **Inadequate weather proofing**
- **No hot and/or cold running water**
- **An electric system, including lighting, wiring, and equipment that is not in good working order**
- **No heat**
- **Unsanitary conditions, which may include an infestation of vermin such as rats, mice, cockroaches, or bedbugs**

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If the unit needs repairs, the tenant should notify the landlord and describe the issues that need to be addressed. If possible, the tenant should make the request in writing, such as by a letter, text message, or email. If a landlord does not respond or refuses to make repairs, tenants may take certain actions, such as paying for necessary repairs and deducting it from the rent. However, tenants should get legal advice before taking these actions because they could have significant legal consequences, such as eviction from the unit. Tenants can also report conditions affecting a unit's habitability to the local code enforcement agency in their city or county, which may result in the landlord receiving an order to make the necessary repairs.

## Security Deposits

Most landlords charge tenants some amount of a security deposit before the tenant occupies the unit. The total amount of a security deposit cannot exceed the amount of two times the monthly rent if the unit is unfurnished or three times the monthly rent if a unit is furnished. The security deposit may be called last month's rent, security deposit, pet deposit, key fee, or cleaning fee. If a tenant is living with a service or emotional support animal, they cannot be charged a separate pet deposit or additional rent for having the animal. No matter what these payments or fees are called, the law considers them all, as well as any other deposit or charge, to be part of the security deposit. A landlord can only use the security deposit for the following reasons:

- Unpaid rent
- To clean the unit to the condition it was when the tenant moved in
- Repair of damages to the unit that is not normal "wear and tear"
- If the rental agreement allows it, for the cost of restoring or replacing furniture or other items of personal property (including keys)

A landlord has 21 days from the date that a tenant moves out to either (1) send a full refund or (2) mail or personally deliver to the tenant an itemized statement that lists the amounts of any deductions from the deposit, the reasons for

the deductions, and a refund of any amounts not deducted. The landlord must also send copies of receipts for the charges deducted from the security deposit that the landlord incurred to repair or clean the rental unit, with some exceptions.

Before a tenant vacates a unit, it is advisable for the tenant to request an "initial inspection" so the landlord can identify any repairs that may be necessary. In addition, the tenant and landlord should consider taking pictures to document the condition of the unit at this time (as well as when the tenant moves in). A landlord is prohibited from making deductions for repairs other than those identified in the initial inspection, unless damage was made after the inspection, or it was unable to be seen due to the presence of the tenant's possessions.

**If the tenant believes the landlord has unlawfully withheld the deposit, they should make a [request for return of the deposit](#), preferably in writing, explaining why the deposit should be returned. If the landlord and tenant still cannot agree that the return of some or all of the deposit is justified, the tenant can take the landlord to small claims court.**

## Resources

- [Department of Real Estate's comprehensive Guide to residential Tenants' and Landlords' Rights and Responsibilities](#)
- [California Court's Self-Help eviction/housing information and resources](#)
- [California Court's Self-Help security deposit resources](#)
- [California Court's security deposit demand letter generator](#)
- [LawhelpCA's list of free or low-cost legal assistance](#)

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## Housing Discrimination

### California law protects renters and homebuyers from discrimination and harassment based on “protected characteristics.”

Protected characteristics include:

- Ancestry, national origin
- Disability
- Familial status
- Genetic information
- Gender identity
- Gender expression
- Marital status
- Military or veteran status
- Race, color
- Religion
- Source of income (including use of government assistance, such as Housing Choice Section 8 vouchers)
- Sex, gender
- Sexual orientation
- Age\*
- Citizenship\*
- Immigration status\*
- Primary language\*

*\*Covered under the Unruh Civil Rights Act, which applies to businesses, including most housing accommodations in California.*

Housing discrimination protections apply to applicants and tenants in almost all types of housing. Housing providers and those who provide housing-related services must follow the laws prohibiting housing discrimination, including:

- Property owners
- Property managers
- Maintenance staff
- Real estate agents
- Appraisers
- Homeowners’ associations
- Tenant screening companies
- Local housing authorities
- Local governments
- Hotels and motels
- Owners/managers of short-term rentals

## Source of Income Discrimination

California law forbids housing providers from discriminating against tenants based on their source of income. “Income” is not only wages from employment, but also includes:

- Section 8 vouchers or other rental assistance
- Social Security
- Supplemental Security Income (SSI)
- Veteran’s benefits
- CalWorks
- General Assistance
- Child support
- Alimony
- Unemployment insurance
- Pensions

Examples of source of income discrimination include:

- Renting only to applicants with a job
- Refusing to rent or demanding a higher deposit from applicants with non-wage income, such as SSI
- Refusing to fill out paperwork or to provide specific documents necessary for rental-assistance programs such as section 8
- Stating a preference for professionals or certain types of professionals like tech or medical workers

## Disability Discrimination

California law forbids housing discrimination against people with physical and mental health disabilities. A reasonable accommodation is a change in the way things are done that helps tenants or applicants with disabilities have an equal opportunity to use and enjoy housing. A housing provider’s refusal to grant a reasonable accommodation is unlawful. Common reasonable accommodations for individuals with disabilities can include:

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- A parking space close to a tenant's unit
- Allowing an applicant to have a co-signer
- Giving a tenant additional notice before repairs to the unit
- Allowing a tenant to have a live-in caregiver

Allowing an exception to a “no-pets” policy to allow for an emotional support animal (ESA) is another common reasonable accommodation. Under the law, these animals are not pets, so a housing provider cannot charge a pet deposit or additional rent for a tenant to have an ESA. Additionally, housing providers cannot have breed or size restrictions for ESAs, but they do not have to approve a request if the animal poses a direct health or safety threat or will cause substantial property damage. Housing providers can request information confirming a tenant's need for a reasonable accommodation, including an ESA, but they cannot demand to know the tenant's medical diagnosis. Finally, tenants should beware of online certificates and registries for ESAs — these are often costly and insufficient to establish the need for a reasonable accommodation.

## Harassment

Harassment because of a person's protected characteristic is a discriminatory housing practice prohibited by California law. Housing providers are liable for their own conduct that results in harassment. Also, housing providers can be liable for failing to take prompt action to correct and end harassment by the housing provider's employee or agent or by a third party, such as another tenant.

Harassment can take many forms, such as suggestive statements, racial slurs, and offers for reduced rent in exchange for sexual services or dates. Some specific examples of harassment include:

- Calling an immigrant family “illegal”
- Referring to a Muslim family as “terrorists”
- Asking for sexual services or a date in exchange for a reduction in rent
- Asking offensive questions about a tenant's sex life

- Complaining about the smell of a tenant's food or the type of music they listen to

## Applicants with Criminal Histories

The law provides some protections to address the barriers faced by housing applicants with criminal histories. It is lawful for housing providers to perform background checks of applicants. However, it is unlawful for a housing provider to have a “blanket ban” on all applicants with criminal histories or those with certain types of convictions. Additionally, housing providers are prohibited from considering the following types of criminal history:

- Arrests or infractions that did not lead to a conviction
- Convictions that have been sealed or expunged
- Adjudications in the juvenile justice system
- Participation in a pre-or post-trial diversion program

When deciding whether to rent to an applicant with a criminal history, housing providers should only consider convictions directly related to concerns for the health and safety of other tenants, employees, and the property. Housing providers should also consider “mitigating information,” which refers to the acts or circumstances surrounding criminal conduct that help explain the event and demonstrate an applicant's ability to be a good tenant.

### **Examples of mitigating information include:**

- **Rehabilitation efforts**
- **The conduct occurred a long time ago**
- **The conviction was the result of or related to domestic violence**
- **Positive tenant history**
- **Proof of steady employment**

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## How Can the Civil Rights Department Help You?

**California's laws that protect renters and homebuyers from unlawful housing discrimination are enforced by the Civil Rights Department (CRD).\*** If you think you have been a victim of discrimination based on a protected class, file a complaint.

### Civil Rights Department

calcivilrights.ca.gov/complaintprocess

Toll Free: 800.884.1684

TTY: 800.700.2320

If you have a disability that requires a reasonable accommodation, CRD can assist you with your complaint. Contact us through any method above or, for individuals who are deaf or hard of hearing or have speech disabilities, through the California Relay Service (711).

*\*CRD can only help resolve landlord/tenant problems that involve discrimination or harassment due to race, sex, religion, national origin, disability, or another protected characteristic.*

## Resources

### CRD Factsheets and Guides

- **Disability Discrimination Fact Sheet** ([English](#)) ([Chinese](#)) ([Korean](#)) ([Spanish](#)) ([Tagalog](#)) ([Vietnamese](#))
- **Emotional Support Animals Fact Sheet** ([English](#)) ([Chinese](#)) ([Korean](#)) ([Spanish](#)) ([Tagalog](#)) ([Vietnamese](#))
- **Fair Housing Booklet** ([English](#)) ([Arabic](#)) ([Armenian](#)) ([Chinese](#)) ([Hmong](#)) ([Korean](#)) ([Punjabi](#)) ([Russian](#)) ([Spanish](#)) ([Tagalog](#)) ([Vietnamese](#))
- **Fair Housing and Criminal History Fact Sheet** ([English](#)) ([Chinese](#)) ([Korean](#)) ([Spanish](#)) ([Tagalog](#)) ([Vietnamese](#))
- **Fair Housing and Criminal History FAQ** ([English](#)) ([Spanish](#))
- **Housing Harassment Prevention Guide** ([English](#))
- **Source of Income Fact Sheet** ([English](#)) ([Chinese](#)) ([Korean](#)) ([Spanish](#)) ([Tagalog](#)) ([Vietnamese](#))