

As a tenant, you must take reasonable care of your rental unit and any common areas that you use. You must also repair all damage that you cause, or that is caused by anyone for whom you are responsible, such as your family, guests, or pets. These important tenant responsibilities are discussed in more detail under “Dealing with Problems,”

This section discusses other issues that can come up while you’re living in the rental unit. For example, can the landlord enter the rental unit without notifying you? Can the landlord raise the rent even if you have a lease? What can you do if you have to move before the end of the lease?

Paying the Rent

Most rental agreements and leases require that rent be paid at the beginning of each rental period. For example, in a month-to-month tenancy, rent usually must be paid on the first day of the month. However, your lease or rental agreement can specify any day of the month as the day that rent is due (for example, the 10th of every month in a month-to-month rental agreement, or every Tuesday in a week-to-week rental agreement).

The rental agreement or lease must state the name and address of the person or entity to which you must make rent payments. If this address does not accept personal deliveries, you can mail your rent payment to the owner at the stated name and address. If you can show proof that you mailed the rent to the stated name and address (for example, a receipt for certified mail), the law assumes that the rent is receivable by the owner on the date of postmark.

It’s very important for you to pay your rent on the day it’s due. Not paying on time might lead to a negative entry on your credit report, late fees, and even eviction.

Check or Cash

The landlord or landlord’s agent normally cannot require you to pay rent in cash. However, the landlord or agent *can* require you to pay rent in cash if, within the last three months, you have paid the landlord or agent with a check that has been dishonored by the bank. (A dishonored check is one that the bank returns without paying because you stopped payment on it or because your account did not have enough money in it.)

In order to require you to pay rent in cash, the landlord must first give you a written notice stating that your check was dishonored and that you must pay cash for the period of time stated by the landlord. This period cannot be more than three months after you:

- Ordered the bank to stop payment on the check, or
- Attempted to pay with a check that the bank returned to the landlord because of insufficient funds in your account.

The landlord must attach a copy of the dishonored check to the notice. If the notice changes the terms of your rental agreement, the landlord must give you the proper amount of advance notice.

These same rules apply if the landlord requests that you pay the security deposit in cash.

Example: Suppose that you have a month-to-month rental agreement and that your rent is due on the first of the month. Suppose that the rental agreement does not specify the form of rent payment (check, cash, money order, etc.) or the amount of notice required to change the terms of the agreement.

On April 1, you give your landlord your rent check for April. On April 11, your landlord receives a notice from his bank stating that your check has been dishonored because you did not have enough money in your account.

On April 12, the landlord hands you a notice stating that your check was dishonored and that you must pay rent in cash for the next three months. What are your rights and obligations under these facts? What are the landlord's rights and obligations?

Unfortunately, the law that allows the landlord to require cash payments does not clearly answer these questions. The following is based on a fair interpretation of the law.

The requirement that you pay rent in cash changes the terms of your rental agreement and takes effect in 30 days (on May 12). This is because under your rental agreement, the landlord must give you 30 days' notice of changes in it. Therefore, you *could* pay your May 1 rent payment by check. However, this might cause the landlord to serve you with a thirty-day notice to end the tenancy.

The requirement that you pay rent in cash continues for three months after the landlord received the notice that your check was dishonored (through July 10). You would have to pay your June 1 and July 1 rent payments in cash, if the tenancy continues. What about your April 1 rent check that was returned by the landlord's bank? As a practical matter, you should make the check good immediately. If you don't, the landlord can serve you with a three-day notice, which is the first step in an action to evict you.

Obtaining Receipts for Rent Payments

If you pay your rent in cash or with a money order, you should ask your landlord for a signed and dated receipt. Legally, you are entitled to a written receipt whenever you pay your rent. If you pay with a check, you can use the canceled check as a receipt. Keep the receipts or canceled checks so that you will have records of your payments in case of a dispute.

Late Fees and Dishonored Check Fees

A landlord can charge a late fee to a tenant who doesn't pay rent on time. However, a landlord can do this only if the lease or rental agreement contains a late fee provision. In some communities, late fees are limited by local rent control ordinances.

Late fees must be reasonably related to the costs that your landlord faces as a result of your rent payment being late. A properly set late fee is legally valid. However, a late fee that is so high that it amounts to a penalty is not legally valid.

What if you've signed a lease or rental agreement that contains a late-fee provision, and you're going to be late for the first time paying your rent? If you have a good reason for being late (for example, your paycheck was late), explain this to your landlord. Some landlords will waive (forgive) the late fee if there is a good reason for the rent being late, and if the tenant has been responsible in other ways. If the landlord isn't willing to forgive or lower the late fee, ask the landlord to justify it (for example, in terms of administrative costs for processing the payment late). However, if the late fee is

reasonable, it probably is valid; you will have to pay it if your rent payment is late, and if the landlord insists.

The landlord also can charge the tenant a fee if the tenant's check for the rent (or any other payment) is dishonored by the tenant's bank. (A dishonored check is often called a "bounced" or "NSF" or "returned" check.) In order for the landlord to charge the tenant a returned check fee, the lease or rental agreement must authorize the fee, and the amount of the fee must be reasonable.

For example, a reasonable returned check fee would be the amount that the bank charges the landlord, plus the landlord's reasonable costs because the check was returned. Under California's "bad check" statute, the landlord can charge a service charge instead of the dishonored check fee described in this paragraph. The service charge can be up to \$25 for the first check that is returned for insufficient funds, and up to \$35 for each additional check.

Partial Rent Payments

You will violate your lease or rental agreement if you don't pay the full amount of your rent on time. If you can't pay the full amount on time, you may want to offer to pay part of the rent. However, the law allows your landlord to take the partial payment and still give you an eviction notice.

If your landlord is willing to accept a partial rent payment and give you extra time to pay the balance, it's important that you and the landlord agree on the details in writing. The written agreement should state the amount of rent that you have paid, the date by which the rest of the rent must be paid, the amount of any late fee that is due, and the landlord's agreement not to evict you if you pay the amount due by that date. Both you and the landlord should sign the agreement, and you should keep a copy. Such an agreement is legally binding.

Security Deposit Increases

Whether the landlord can increase the amount of the security deposit after you move in depends on what the lease or rental agreement says, and how much of a security deposit you have paid already.

If you have a lease, the security deposit cannot be increased unless increases are permitted by the terms of the lease.

In a periodic rental agreement (for example, a month-to-month agreement), the landlord can increase the security deposit unless this is prohibited by the agreement. The landlord must give you proper notice before increasing the security deposit. (For example, 30 days' advance written notice normally is required in a month-to-month rental agreement.)

However, if the amount that you have already paid as a security deposit equals two times the current monthly rent (for an unfurnished unit) or three times the current monthly rent (for a furnished unit), then your landlord *can't* increase the security deposit, no matter what the rental agreement says. Local rent control ordinances may also limit increases in security deposits.

The landlord must give you proper advance written notice of any increase in the security deposit.

The landlord normally cannot require that you pay the security deposit increase in cash.

Rent Increases

If you have a lease for more than 30 days, your rent cannot be increased during the term of the lease, unless the lease allows rent increases.

If you have a periodic rental agreement, your landlord can increase your rent, but the landlord must give you proper advance notice in writing. The written notice tells you how much the increased rent is and when the increase goes into effect.

California law guarantees you at least 30 days' advance written notice of a rent increase if you have a month-to-month (or shorter) periodic rental agreement.

Under the law, your landlord must give you at least 30 days' advance notice if the rent increase

is 10 percent (or less) of the rent charged at any time during the 12 months before the rent increase takes effect. Your landlord must give you at least *60 days'* advance notice if the rent increase is *greater than 10* percent. In order to calculate the percentage of the rent increase, you need to know the lowest rent that your landlord charged you during the preceding 12 months, and the total of the new increase and all other increases during that period.

Examples: Assume that your current rent is \$500 per month due on the first of the month and that your landlord wants to increase your rent \$50 to \$550 beginning this June 1. To see how much notice your landlord must give you, count back 12 months to last June.

30 days' notice required: Suppose that your rent was \$500 last June 1. Here's how to calculate the percentage of the rent increase and the amount of notice that the landlord must give you:

Your landlord therefore must give you at least 30 days' advance written notice of the rent increase. 60 days' notice required: Suppose that your rent was \$475 last June 1, and that your landlord raised your rent \$25 to \$500 last November. Here's how to calculate the percentage of the rent increase and the amount of notice that the landlord must give you:

Your landlord therefore must give you at least 60 days' advance written notice of the rent increase.

Now suppose that your rent was \$500 last June 1, but that instead of increasing your rent \$50, your landlord wants to increase your rent \$75 to \$575 beginning this June 1. Here's how to calculate the percentage of the rent increase and the amount of notice that the landlord must give you:

Your landlord therefore must give you at least 60 days' advance written notice of the rent increase.

Normally, in the case of a periodic rental agreement, the landlord can increase the rent as often as the landlord likes. However, the landlord must give proper advance written notice of the

increase, and the increase cannot be retaliatory. Local rent control ordinances may impose additional requirements on the landlord.

Increases in rent for government-financed housing usually are restricted. If you live in government-financed housing, check with the local public housing authority to find out whether there are any restrictions on rent increases.

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. In this case, the rent increase takes effect in 30 or 60 days, as just explained.

The landlord also can give 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. Therefore, 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 more than 10 percent, the landlord would have to give you at least 65 days' notice from the date of mailing.

Example of a Rent Increase

Most notices of rent increase state that the increase will go into effect at the beginning of the rental period. For example, a landlord who wishes to increase the rent by 10 percent or less 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: \$500 per month.

- Rent increase: \$50 (from \$500 to \$550) per month (a 10 percent increase).
- Date that the notice of rent increase is delivered to the tenant personally: April 15 (that is, the middle of the month).
- If a court order permits the landlord to enter.
- Earliest date that the rent increase can take effect: May 15.

If the landlord delivers the notice on April 15, the increase becomes effective 30 days later, on May 15. The landlord is entitled to the increased rent beginning on May 15. On May 1, the tenant would pay \$250 for the first half of May (that is, 15 days at the old rent of \$500), plus \$275 for the last half of May (that is, 15 days at the new rent of \$550). The total rent for May that is due on May 1 would be \$525. Looking at it another way, the landlord is entitled to only one-half of the increase in the rent during May, 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 April 15, which states that the rent increase takes effect on June 1. In that case, the tenant would pay \$500 rent on May 1, and \$550 rent on June 1.

When Can the Landlord Enter the Rental Unit

California law states that a landlord can enter a rental unit only for the following reasons:

- In an emergency.
- When the tenant has moved out or has abandoned the rental unit.
- To make necessary or agreed-upon repairs, decorations, alterations, or other improvements.
 - To show the rental unit to prospective tenants, purchasers, or lenders, to provide entry to contractors or workers who are to perform work on the unit, or to conduct an initial inspection before the end of the tenancy.
 - If a court order permits the landlord to enter.
 - If the tenant has a waterbed, to inspect the installation of the waterbed when the installation has been completed, and periodically after that to assure that the installation meets the law's requirements.

The landlord or the landlord's agent must give the tenant reasonable advance notice in writing before entering the unit, and can enter only during normal business hours (generally, 8 a.m. to 5 p.m. on weekdays). The notice must state the date, approximate time and purpose of entry. However, advance written notice is not required under any of the following circumstances:

- To respond to an emergency.
- The tenant has moved out or has abandoned the rental unit.
- The tenant is present and consents to the entry at the time of entry.
- The tenant and landlord have agreed that the landlord will make repairs or supply services, and have agreed orally that the landlord may enter to make the repairs or supply the services. The agreement must include the date and approximate time of entry, which must be within one week of the oral agreement.

The landlord or agent may use any one of the following methods to give the tenant written notice of intent to enter the unit. The landlord or agent may:

- Personally deliver the notice to the tenant; or
- Leave the notice at the rental unit with a person of suitable age and discretion (for example, a roommate or a teenage member of the tenant's household); or
- Leave the notice on, near or under the unit's usual entry door in such a way that it is likely to be found; or
- Mail the notice to the tenant.

The law considers 24 hours' advance written notice to be reasonable in most situations.

If the notice is mailed to the tenant, mailing at least six days before the intended entry is presumed to be reasonable, in most situations. The tenant can consent to shorter notice and to entry at times other than during normal business hours.

Special rules apply if the purpose of the entry is to show the rental to a purchaser. In that case, the landlord or the landlord's agent may give the tenant notice orally, either in person or by telephone. The law considers 24 hours' notice to be reasonable in most situations. However, before oral notice can be given, the landlord or agent must first have notified the tenant in writing that the rental is for sale and that the landlord or agent may contact the tenant orally to arrange to show it. This written notice must be given to the tenant within days of the oral notice. The oral notice must state the date, approximate time and purpose of entry. The landlord or agent may enter only during normal business hours, unless the tenant consents to entry at a different time. When the landlord or agent enters the rental, he or she must leave written evidence of entry, such as a business card.

Apartment Association, California Southern Cities, Inc. - Living in the Rental Unit

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The landlord cannot abuse the right of access allowed by these rules, or use this right of access to harass (repeatedly disturb) the tenant. Also, the law prohibits a landlord from significantly and intentionally violating these access rules to attempt to influence the tenant to move from the rental unit.

If your landlord violates these access rules, talk to the landlord about your concerns. If that is not successful in stopping the landlord's misconduct, send the landlord a formal letter asking the landlord to strictly observe the access rules stated above. If the landlord continues to violate these rules, you can talk to an attorney or a legal aid organization, or file suit in small claims court to recover damages that you have suffered due to the landlord's misconduct. If the landlord's violation of these rules was significant and intentional, and the landlord's purpose was to influence you to move from the rental unit, you can sue the landlord in small claims court for a civil penalty of up to \$2,000 for each violation.