



Rights of Tenants: The Implied Covenant of Quiet Enjoyment

What is the Implied Covenant of Quiet Enjoyment?

Implied in every rental agreement is a “covenant of quiet enjoyment.” This means that a lawful tenant has the right to both possession and “quiet enjoyment” of the property he is renting and a landlord may not disturb his tenant’s use and enjoyment of the rental unit. (Civ. Code section 1927)

When is the Covenant of Quiet Enjoyment breached?

Not every interference or disturbance violates the Implied Covenant of Quiet Enjoyment. The disturbance must be substantial – so serious as to render the unit unfit for the rental purpose or substantially take away from the tenant’s enjoyment of the rental unit.

Who must heed the Covenant of Quiet Employment?

The Covenant of Quiet Enjoyment applies to the landlord and to anyone under the landlord’s control. If the nuisance or substantial disturbance is from another tenant under the landlord’s control, the landlord should use reasonable efforts to try to stop the disturbance.

When can a Landlord enter a tenant’s home?

A landlord may enter a tenant’s home without consent only in a few situations, such as:

- if there is an emergency,
- if the landlord is showing the unit to new tenants or potential purchasers,
- if the landlord needs to make agreed-upon repairs,
- if the landlord needs to make certain inspections,
- if the landlord has a court order, or
- if the tenant has abandoned the unit.

Except in emergencies, or unless the tenant has abandoned the property, the landlord may enter only during normal business hours unless the tenant agrees to a different time. (Civil Code section 1954)

Except for emergencies or cases of abandonment, the landlord must give the tenant reasonable notice of his intent to enter at least 24-hours in advance. The landlord must give that notice in writing and state the date, approximate time, and his purpose for entering. The landlord may deliver the written notice by personally giving it to the tenant, by leaving it with someone at the premises, or by mailing the notice. If a landlord fails to provide proper notice, the tenant can choose to refuse the landlord access to the property at that time and propose an alternate time that is reasonable.