

# RENT INCREASES

## HOW MUCH CAN MY LANDLORD INCREASE MY RENT?

### **Housing Exempt from Tenant Protection Act's Annual Rent Caps:**

- new housing built within the past 15 years housing with local rent control where the annual allowable increase is lower than the annual rent cap under the Tenant Protection Act of 2019
- government-subsidized or below-market housing in which rent is set based on income level
- a single-family homes or condos with no corporate ownership
- a duplex where the owner lives in the other unit
- college dorms
- an occupant-owned mobile home or RV in a mobile home park

### **Housing protected under the Tenant Protection Act of 2019**

The Tenant Protection Act of 2019 provides an Annual Rent Cap (5% + the change in the local Consumer Price Index, or 10%, whichever is lower) for most California tenants. For San Mateo County, the current annual rent increase limit is:

**9.2% for increases between 8/1/23 and 7/31/24**

Rent can not be increased more than twice in one year. The total of all rent increases within a 12 month period cannot exceed the Annual Rent Cap.

For more information about the protections under Tenant Protection Act see:

<https://tinyurl.com/2022TPAEnglish>

### **Subsidized Housing**

If your rent is subsidized by the federal government through a Section 8 voucher or because you live in a subsidized housing project, then the amount of rent you pay depends on your income and guidelines set by HUD. Also, if you live in "below-market housing," which is designated for people who have low incomes, then there are legal limits set on how much your landlord may charge for your apartment.

### **Rent Control and Vacancy Control**

If you live in East Palo Alto your landlord's ability to raise your rent may be limited by rent control. Many (but not all) rental units within the city are covered by East Palo Alto's Rent Stabilization Ordinance. A landlord owning a covered rental unit in East Palo Alto can only

raise the rent once a year and then only by the percentage allowed by the East Palo Alto Rent Stabilization Board. However, there is no limit on the amount of rent that an East Palo Alto landlord can initially charge a new tenant.

If you live in a mobilehome park in the unincorporated areas of San Mateo County, your rent level may be regulated by the San Mateo County Mobilehome Rent Control Ordinance (Chapter 1.30 of the San Mateo County Ordinance Code). The Ordinance allows rent increases once every twelve (12) months by an amount no greater than 75% of the percent change in the Consumer Price Index, or 5%, whichever is less. These limits on rent increases apply regardless of whether there is a change in ownership or change of tenant.

### ***DOES THE MY LANDLORD HAVE TO GIVE ME NOTICE?***

A landlord must always provide a written notice prior to giving a rent increase.

#### ***Month-to-month Tenancy***

If you are in a “month-to-month” tenancy, and the rent increase is 10% or less, the landlord must give at least 30 days’ written notice.

If the rent increase is more than 10%, the landlord must give at least 90 days’ written notice. The rent increase only takes effect after the landlord has given proper notice and that notice has expired. (Civil Code § 827). If you remain in a rental unit beyond the term of your initial lease agreement with the consent of the landlord (consent can be presumed if the landlord continues to accept rent), you are in a month-to-month tenancy. Also, if you have no written lease and pay rent on a monthly basis, you would be considered a “month-to-month” tenant.

#### ***Fixed-term Tenancy***

The landlord cannot increase your rent during the term of your fix-term lease agreement unless the lease provides specifically for the rent increase. In most cases, the landlord must wait until your lease expires to increase your rent.

### ***OTHER LIMITATIONS:***

- The landlord should not give you a rent increase if the increase is in retaliation for your exercise of some legal right. For instance, your landlord cannot raise your rent because you complained about a defect in your unit, such as a lack of heat or hot water. However, if you refuse to pay the increase and the landlord then takes the proper steps to evict you, you will be required to prove that the rent increase was retaliatory. If you believe your landlord may be retaliating, please see our handout on retaliation, available here: <https://tinyurl.com/RetaliatoryEviction>
- During a government-declared State of Emergency, it is unlawful for any person, business, or other entity to increase the rental price offered or charged for housing to an existing or prospective tenant by more than 10%. This general cap of 10% applies to all price increases for essential goods and services, including rents. (Penal Code § 396(e)).