



**AB 1482**  
**“TENANT PROTECTION ACT OF 2019”**  
**FREQUENTLY ASKED QUESTIONS**

The California State Legislature passed AB 1482, and Governor Newsom signed into law on October 8, 2019. AB 1482 strengthens tenant protections. AB 1482 provides the following:

- (a) Caps rent increases at 5% plus the percentage change in the local cost of living, as measured by the Consumer Price Index (CPI), OR 10%, whichever is lower, for all rent increases occurring on or after March 15, 2019.**
  
- (b) Rent can only be increased 2 times within any given 12-month period. If rent is raised twice within a year, the rate of the 2nd increase will be factored from the original base rent from the start of that year, not the recently increased rate.**
  
- (c) To raise the rent, landlords must continue to provide proper written notice to tenants.**
  
- (d) Landlords must have just cause to evict tenants for tenants who have occupied a unit for at least 12 months, or up to 24 months when an adult tenant adds onto a lease (change in roommates).**
  
- (e) Landlords are still able to evict for At-Fault reasons. *(See below for list of At-Fault reasons)***
  
- (f) Landlords can still evict for No-Fault reasons. *(See below for list of No-Fault reasons)***
  
- (g) Requires landlords in No-Fault just cause terminations, to provide relocation assistance via one month’s rent or rent waiver for no-fault evictions within 15 calendar days of serving notice, and to notify the tenants of the relocation assistance.**
  
- (h) If not extended AB 1482 will sunset on January 1, 2030.**

# What follows are a set of frequently asked questions pertaining to AB 1482.

## 1. *Who* is eligible for protection from an eviction lawsuit under AB 1482?

With some exceptions listed below, AB 1482 Protects all tenants who have lived in a unit for 12 months or longer, or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more.

## 2. Which residential properties are *exempt* from AB 1482?

**The following residential properties are exempt from the requirements in AB 1482:**

- Units subject to existing rent control or just cause eviction requirements
- Deed-restricted affordable housing and dormitories
- Single-family homes, except for those owned by corporations, REIs or LLCs with at least one corporate member
- Owner-occupied duplexes (this would include Accessory Dwelling Units (ADUs))
- New construction for 15 years (all units for 15 years after receiving their first certificate of occupancy).

## 3. What constitutes an *At-Fault* Eviction?

**The following constitute an At-Fault reason:**

- Failure to pay the rent;
- Violating the lease;
- Committing a nuisance;
- Committing Waste (damaging the property);
- The tenant refuses to sign a lease extension or renewal – provided the lease is of similar duration and with similar provisions as the previous lease;
- Criminal activity on the residence, or criminal activity/threat directed at the landlord or agent of the landlord;
- Subletting contrary to lease restrictions;
- Refusal to let the landlord enter the unit in order to make repairs, in case of emergency, after the tenant abandons the property, or under court order;
- Using the property for unlawful purposes;
- Failing to vacate after the tenant is terminated as an employee, licensee, or agent of the landlord; OR
- The tenant fails to vacate after providing written notice of their intent to vacate the property, or after an offer to surrender is accepted by the landlord.

## 4. What constitutes a *No-Fault* Eviction?

**The following constitute a No-Fault Eviction:**

- The landlord or their family wish to move in.
  - “Family” includes spouse or domestic partner; child; grandchild; parent; and grandparent.
- The landlord withdraws the rental from the market as per the Ellis Act.

- An order is issued by a court or government agency that requires a tenant to vacate.
- The landlord wishes to demolish or substantially remodel the unit. This does not include minor cosmetic repairs.

**5. Which evictions require relocation assistance?**

**No-Fault evictions** require relocation assistance. At-Fault evictions **do not** require relocation assistance.

**6. For Just Cause evictions, is there an opportunity to cure?**

For certain just cause terminations that are curable, an owner must give notice of violation and an opportunity to cure the violation prior to issuing the notice of termination. If the violation is not cured within the time period listed in the notice, then the owner can issue a 3-day notice to quit without an opportunity to cure.

**7. If the owner is required to provide relocation assistance, but doesn't, what happens?**

If the owner is required to provide relocation assistance, but does not do so, the notice of termination is void.

**8. Who can tenants call if their landlord violates AB 1482 and tries to evict them?**

If a landlord serves a tenant with an eviction notice or initiates eviction proceedings against them, they should seek legal advice promptly. For free legal assistance they may contact:

**California Rural Legal Assistance, Inc. (Stockton)**  
**(209) 946-0605**  
**Monday-Friday**  
**9:00a.m.- 5:00p.m.**  
<https://www.crla.org>

**9. Can a landlord be penalized for violating AB 1482?**

**Yes.** A landlord that fails to comply with AB 1482 may be subject to civil proceedings for displacement of a tenant and could be liable for injunctive relief, damages, costs, and reasonable attorneys' fees.

**10. If a Tenant is protected under AB 1482 and a landlord seeks to terminate their tenancy and eviction proceedings commence what can a Tenant do?**

The landlord must comply with AB 1482. Non-compliance with any applicable component of AB 1482 shall constitute an affirmative defense against any unlawful detainer action under California Code of Civil Procedure section 1161, as amended. A tenant should seek legal assistance.