



PREVENTIVE LAW SERIES

RENT INCREASES



Prepared by:
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A landlord is generally not prohibited from increasing a tenant's rent in San Diego. There is only limited rent control in the city of San Diego, and no rent control for the rest of San Diego County. However, a landlord may not increase the rent if the increase is:

- Discriminatory;
- Prohibited or limited by local rent control ordinances;
- Prohibited by the lease agreement; or
- In retaliation against the tenant for exercising a legal right.

NOTICE REQUIRED

If the landlord intends to increase the rent under a periodic rental agreement, he must give the tenant written notice. This notice must be served on the tenant. The time between the tenant's receipt of the notice and the date of the rent increase must be at least as long as the time between rent payments, unless the written lease agreement allows for a shorter period. In no case may it be less than thirty (30) days. If the total of all rent increases over the past twelve (12) months (including the current raise) is higher than 10% of any monthly rent charged during the previous year, the tenant is entitled to sixty (60) days notice.

If the tenant and the landlord have a lease agreement, the landlord may not raise the rent until the lease ends, unless the lease allows otherwise.

SERVICE OF NOTICE

The landlord must serve written notice of rent increases on the tenant pursuant to Cal. Civil Code § 827:

1. By handing the notice to the tenant in person; OR
2. By mailing the notice to the tenant. If the notice is mailed, then (Cal. Code of Civil Procedure § 1013):
 - a. The notice period is lengthened by five (5) days for in-state mail, measured from the day the notice is mailed. (So, for the normal thirty-(30) day notice requirement, if the notice is mailed, then it must be mailed thirty-five (35) days before the rent increase is to take effect.); or
 - b. The landlord must write out a statement or have some other proof of when and where the notice was mailed. The landlord must send one copy of the proof of mailing to the tenant, and keep one copy. A certified mail receipt is probably good enough to meet this requirement, but a signed affidavit meeting Cal. Code of Civil Procedure § 1013 is also sufficient.

If the landlord fails to serve the tenant in one of these ways, the notice is invalid.

LEGAL ASSISTANCE SERVICES

A legal assistance attorney is available by appointment Monday from 0800 - 1100 and 1300 - 1500, Tuesday through Thursday from 0900 - 1100 and 1300 - 1500, and Friday from 0900 - 1045. Powers of attorney and notaries are available Monday through Friday at the same times. For more information, please contact the Legal Assistance Office, located in Building 56, 32nd Street Naval Station, San Diego, CA, by telephone at (619) 556-2211, or our office at Naval Air Station North Island - Coronado, Building 318 - Second Deck, above the Fleet and Family Support Center, Saufley Road, by telephone at (619) 545-6437.

RESOURCES:

California Department of Consumer Affairs: www.dca.ca.gov, (800) 952-5210
California Courts Self-help: www.courtinfo.ca.gov/selfhelp/other/landten.htm
California Civil Code § 827 (2015)
California Code of Civil Procedure § 1013 (2015)

WARNING: PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT INTENDED TO BE TAKEN AS SPECIFIC LEGAL ADVICE.
FOR LEGAL ADVICE IN A PARTICULAR SITUATION, ALWAYS CONSULT WITH AN ATTORNEY.