

INFORMATION – NOTICE OF RENT INCREASE

SBRPA Form ADD-001: Addendum to Lease

SBRPA Form Notice-009: Notice of Declaration of Service

Please note, SBRPA staff are not attorneys and we can NOT answer legal questions. The information below is intended as general guidance; however, there are exceptions. Please email admin@sbrpa.org if you need a list of attorneys to contact.

After my current lease expires, how much can my rent be increased?

The amount depends upon whether your rental unit is "subject to" or "exempt" from AB1482: the Tenant Protection Act of 2019. It is very important to know if your unit is "subject to" or "exempt" from the Act.

Generally:

EXEMPT FROM 1482 ACT. Single family homes, Owner-occupied duplexes and Units constructed within the last 15 years

SUBJECT TO 1482 ACT. Multi-family (duplex or larger) older than 15 years

IF YOUR UNIT IS EXEMPT FROM THE ACT:

Generally, single family homes are EXEMPT from any rent cap imposed by AB1482. However, you must have notified your tenants that the unit is exempt. If you haven't provided the tenants with legal notification that the unit is exempt, the tenants can claim the unit is subject to the rent cap.

If your property is exempt from AB1482 rent cap, as of July 1, 2020, the Housing Provider was required to give existing tenants notice their unit was "exempt" from the Act by August 1, 2020. The "Notice of Exemption" must include the exact language specified by the State of California. (Use SBRPA Form LOC-004_Property-Exempt-from-AB-1482). For new leases signed since 2020, the Notice is in the SBRPA lease paragraph 27.

If you have provided proper legal notice that the unit is exempt from rent cap; rent can be increased by any amount after your current lease expires. If a proposed rent increase is greater than 10% of the tenant's rent at any time during the prior 12 months of the increase effective date, the landlord must provide 90 days' written notice. The notice period for rent increases of 10% or less remained unchanged and still only requires 30 days' written notice.

IF YOUR UNIT IS SUBJECT TO THE ACT:

The Act prohibits during any 12 month period, a rent increase of more than 5% + the % change in CPI – to a maximum of 10%, whichever is lower. As of August 1, 2024, the maximum rent increase is 8.8% total. This amount changes annually in August when the new CPI is announced by the State of California.

	Base Increase	CPI Increase	AB1482 Allowable Increase
For rent increases that take effect <u>before</u> 8/1/2024	5%	4.2%	9.2%
For rent increases that take effect <u>on or after</u> 8/1/2024	5%	3.8%	8.8%

The notice period for rent increases of 10% or less remained unchanged and still only requires 30 days' written notice. Rent increases that took effect during the previous 12 months are included for purposes of calculating rent increase percentages. To increase rent, use **SBRPA Form ADD-001: Addendum to Lease**.

SERVICE OF NOTICE OF RENT INCREASE:

Notices of rent increases may be personally served or sent by first class mail. If sent by mail, an additional five days is added before the service is effective. [To increase rent, use SBRPA Form MISC-001: CHANGE OF TERMS](#)



Your use of any of these forms constitutes your representation that you have counseled with your personal attorney before using the form, and in using the form you are relying on your attorney's counsel and your own investigation, and not on any express or implied representation by SBRPA or any of its officers, directors, employees, or representatives.

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