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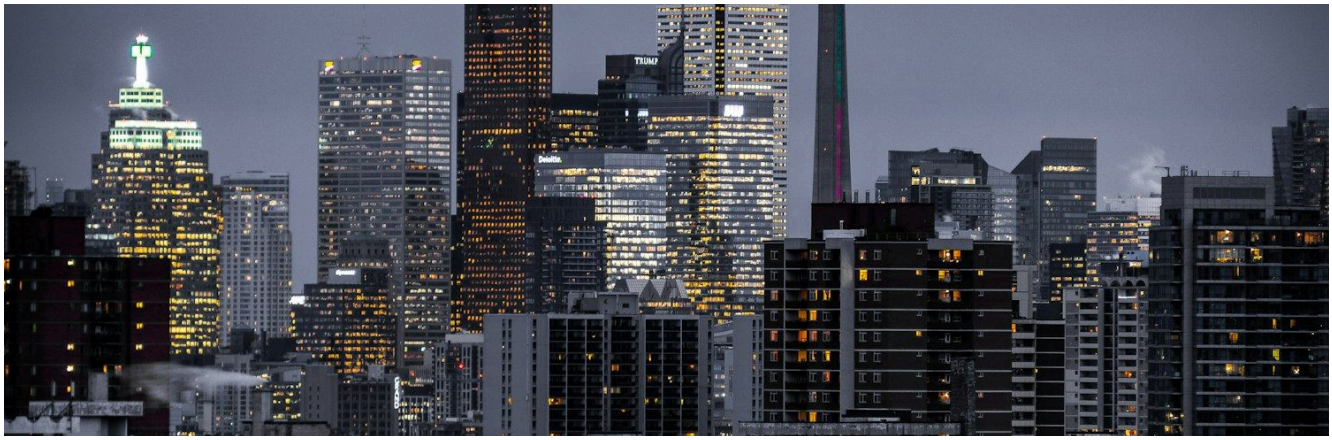
PRACTICE GUIDE · REAL PROPERTY

Landlord-Tenant Litigation

Grand Park Law Group · 2026



A. **The Tenant Protection Act (Civ. Code § 1946.2, § 1947.12)**

AB 1482, the Tenant Protection Act of 2019, created statewide just-cause and rent-cap protections effective January 1, 2020 and sunsetting (absent extension) January 1, 2030. It applies to most residential tenancies after **12 months of continuous occupancy** (or 24 months where a new adult is added), with significant exemptions:

- Single-family homes and condominiums **owned by individuals** (not corporations or REITs) where the owner has provided proper written notice of exemption;
- Housing built within the last 15 years (a rolling exemption);
- Owner-occupied duplexes; and
- Subsidized affordable housing under separate regimes.

B. **Just Cause and No-Fault Termination**

Section 1946.2 enumerates **at-fault** just causes (nonpayment, breach, nuisance, criminal activity, refusal to renew on similar terms) and **no-fault** just causes (owner move-in, withdrawal from the rental market under the Ellis Act, government order to vacate, intent to demolish or substantially remodel). For no-fault terminations, the landlord must pay **one month's rent in relocation assistance** (or waive the final month) and provide written notice that complies with the statute's specifics.

Section 1947.12 caps annual rent increases at the **lesser of 5% + CPI or 10%**, calculated over any 12-month period. Rolling-window calculations and the prohibition on "stacking" multiple increases are common audit points.

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C. **Local Ordinance Overlays (LA RSO, SF, Santa Monica, Oakland)**

AB 1482 expressly preserves stricter local regulation. Key overlays GPLG attorneys encounter:

- **Los Angeles Rent Stabilization Ordinance (RSO)**: covers most pre-1978 multifamily; tighter rent caps tied to CPI (capped at 8%); enumerated just causes; relocation assistance scaled to tenant tenure and protected status.
- **San Francisco Rent Ordinance**: covers most pre-1979 buildings; just cause; petition-based rent increases; significant tenant buyout regulations.
- **Santa Monica Rent Control Charter Amendment**: among the most restrictive in the state; rent registration, MAR (Maximum Allowable Rent), and just cause apply.
- **Oakland Just Cause for Eviction Ordinance and Rent Adjustment Program**: covers most multifamily; CPI-based annual increases.
- **Los Angeles Just Cause Ordinance (JCO)**, separate from RSO, covers post-1978 units and creates additional notice and relocation obligations.

Where multiple regimes apply, the **most tenant-protective** prevails. Notices must comply with all applicable regimes; a single technical defect (wrong cause-list, missing relocation language, missing AB 1482 advisory) voids the notice and the resulting unlawful detainer.

D. **Habitability and Constructive Eviction**

The implied warranty of habitability, codified in Civ. Code §§ 1941–1942 and elaborated in *Green v. Superior Court* (1974) 10 Cal.3d 616, requires the landlord to maintain the premises in a condition fit for human occupation. Breach is a defense to unlawful detainer (the *Green* defense) and a free-standing claim for damages, including emotional distress and, in some cases, punitive damages.

Constructive eviction occurs when the landlord's act or omission substantially deprives the tenant of beneficial use; the tenant must vacate within a reasonable time to preserve the claim. Counsel handling extended-pattern habitability claims sometimes invoke the continuing-violation theory developed in the FEHA harassment context — see *Birschtein v. New United Motor Manufacturing, Inc.* (2001) 92 Cal.App.4th 994 — by analogy, although California courts have not squarely extended the doctrine to habitability.

E. **The Ellis Act (Gov. Code § 7060 et seq.)**

The Ellis Act preempts local rent-control ordinances to the extent they would prevent a landlord from **going out of the rental business**. It permits withdrawal of all units in a property from the rental market, subject to:

- **120 days' notice** to tenants (one year for tenants who are elderly or disabled and have been in occupancy at least one year);
- **Recordation** of a notice of withdrawal;
- **Re-rental restrictions** (typically two years; ten years for re-rental at an unrestricted rate in some cities); and
- **Right of first refusal** for displaced tenants if the units return to the rental market.

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Local ordinances impose substantial **relocation assistance** (San Francisco's payments routinely exceed $8,000 per tenant; Los Angeles's are scaled by tenure and protected-status). Ellis Act notices are unforgiving: a single defect (e.g., failing to record contemporaneously, failing to serve the city) restarts the clock.

Practice	Real Property
Topics	Landlord-Tenant · AB 1482
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