CALIFORNIA TENANT PROTECTION ACT OF 2019

ADDENDUM

This California Tenant Protection Act of 2019 Addendum ("Addendum") dated is attached to and made a part of the lease or rental agreement dated (the "Lease") by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as agent for Owner ("Landlord"), and ("Resident") for unit number (the "Premises") in (the "Property"). All terms not specifically defined herein shall have the same definition as found in the Lease.

# In 2019, California enacted the Tenant Protection Act of 2019 (“Act”) implementing statewide rent control and just cause eviction protections at rental properties subject to the Act. This Addendum relates to the provisions of the Act and remains in force until the repeal of the Act or the termination of Resident’s tenancy at the Premises, whichever occurs first.

# Resident hereby acknowledges receipt of the following Notice from Landlord as required by the Tenant Protection Act of 2019 (*check only one of the following provisions which must remain in at least 12-point type):*

# \_\_\_\_\_\_ California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

# \_\_\_\_\_\_ This Property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This Property meets the requirements of Sections 1947.12(d)(5) and 1946.2(e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

# \_\_\_\_\_\_ The Property is not currently subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code because the Property received its certificate of occupancy less than fifteen years ago. The Property will become subject to the provisions of the Act on \_\_\_\_\_\_, 20\_\_\_. As of that date, Landlord advises:

# California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

# \_\_\_\_\_\_ The Property and/or the Premises is exempt from the requirements of the Act under Civil Code Sections 1946.2(e)(9) and 1947.12(d)(1) because the housing is restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

# To the extent permitted by applicable law, Landlord may terminate this Agreement if the owner, or the owner’s spouse, domestic partner, children, grandchildren, parents or grandparents unilaterally decide to occupy the Leased Premises.

# The Act limits the amount of annual rent increases at covered properties to five percent plus the “percentage change in cost of living” as defined by the Act. The percentage change in cost of living is determined by reference to information published by government agencies as of April 1 of each year. The timing of the publication of the information used in the calculation is beyond the control of Landlord. To the extent allowed by applicable law, during the initial or any subsequent term of the Lease, if the amount of an allowable rent increase changes as a result of the publication of information used to calculate the “percentage change in cost of living” under the Act, the parties agree Landlord may change the rent due Landlord under the Lease to any amount up to and including the maximum rent increase allowed under the Act on thirty days’ written notice to Resident. The new rent may be higher or lower than the monthly rent amount under the Lease, but shall in no event exceed the maximum rent increase allowed by the Act. Landlord acknowledges that any increase in rent under this paragraph will be considered one of the two rent increase increments allowed by the Act in any twelve-month period.

# If any provision of this Addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

**RESIDENT:**

Resident Date Resident Date

Resident Date Resident Date

Resident Date Resident Date

**LANDLORD:**

By:

 *Signature* Date

 Print Name of Agent for Landlord Title