



CITY OF
**PALO
ALTO**



CITY OF PALO ALTO TENANT GUIDEBOOK

TO THE MOST FREQUENTLY ASKED
QUESTIONS ABOUT RENTAL HOUSING

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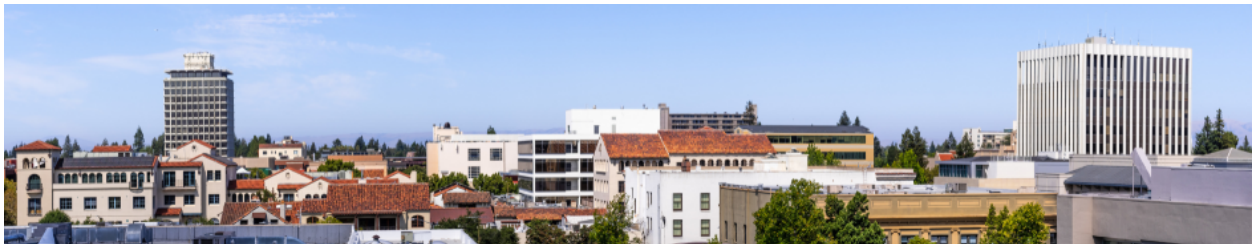
Office of Human Services

The City of Palo Alto's Office of Human Services is pleased to provide this guide, which provides a quick summary of applicable tenant rights and responsibilities.

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Remember, you may try to resolve any housing dispute by using the landlord - tenant mediation process. For more information about this free, confidential service, call the **Palo Alto Mediation Program at: (650) 856-4062. Or send an email to: pamediation@housing.org**



LOCAL ORDINANCES

Rental Housing Stabilization – [Palo Alto Municipal Code 9.68](#)

- Requirement of Offering One-Year Leases – Pg. 8
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- Notice of Tenant’s Rights – Pg. 13 (Palo Alto Municipal Code 9.72.070)

Discrimination Against Families with Minor Children in Housing [Palo Alto Municipal Code 9.74](#)



TENANT-LANDLORD COUNSELING

Are landlords and tenants required to mediate their disputes?

Our experience is that most landlords and tenants welcome the help the mediation program provides and do not need to be compelled to mediation. When parties do agree to mediation, disputes are resolved through the process in a way that satisfies both parties 80% of the time.

Once in a while, a landlord may be reluctant to participate in mediation. Many of the disputes described in this booklet are subject to Muni Code Chapter 9.72 of the Palo Alto Municipal Code titled “Mandatory Response to Request for Discussion of Disputes between Landlords and Tenants” [Palo Alto Municipal Code 9.72](#) (e.g. rent increases, repairs and maintenance and deposits). The ordinance requires the parties to participate in conciliation or mediation when one of the parties makes a formal request within the required noticing period using the Mandatory Response Program (MRP) request form.

Although the ordinance requires covered landlords to participate, it does not require any specific outcome. Any resulting resolution remains the voluntary choice of the parties. Mediation is provided at no charge; it is confidential and can usually be scheduled within two weeks, or sooner depending upon the availability of all parties and the mediator.

A notice regarding the Mandatory Response Program must be included in all rental agreements for rental units to which the ordinance applies. See [Palo Alto Municipal Code 9.72](#) for details.

Project Sentinel

The City of Palo Alto has contracted with Project Sentinel to counsel both tenants and landlords about their rights and responsibilities, and to explain how they can help the relationship work smoothly. This guide covers many topics briefly. The Project Sentinel website has articles that cover these topics in more detail. Please, look at: [TLL FAQ | housing.org](#)

If you do not find an answer here, or if you would like more details on your specific rights and responsibilities, please call the Project Sentinel Case Manager at **(650) 856-4062**. You also have the option to seek legal advice from an attorney.

The remainder of this booklet covers some of the most frequent questions asked about the California civil requirements concerning tenants and landlords.

PRE-RENTAL CONCERNS

Can I be charged a fee for a rental application?

The landlord has the right to charge a credit check fee up to \$30 per person, and other out-of-pocket costs. However, the landlord may not charge a fee simply for filling out an application. If your application is denied because of the credit report, you have a right to a copy of the report.

If I give a landlord a deposit to hold an apartment and I change my mind, can I get my money back?

The purpose of a holding deposit is to require the landlord to take the rental unit off the market and to compensate the landlord for the resulting loss if you change your mind. This is different than the security deposit that is collected when you sign a rental agreement.

Never give a holding deposit without some written agreement that answers this question about ‘What if I change my mind?’ You should read a holding deposit agreement very carefully before signing, because many of these agreements claim the holding deposit is non-refundable. A blanket non-refundable deposit is void, but the landlord can subtract actual losses such as lost rent, additional advertising, etc. The amount of a refund will depend on the terms of the agreement with the replacement tenant.

Can the landlord require me to buy renter's insurance?

Yes, and it is recommended even if they do not. For example, the landlord's liability and insurance covers the building itself but not the tenants' property. If there were a catastrophic plumbing or fire issue where the tenant is displaced and some tenant's belongings are lost, it is the tenant's insurance policy that could cover that displacement and loss. When applying for insurance, read the policy carefully because protection for some conditions, such as mold damage, may not be included.

SOME LANDLORDS ALSO REQUIRE THAT THE TENANT INCLUDE THE LANDLORD AS A NAMED INSURED PERSON ON THE TENANT'S INSURANCE POLICY. THIS SIMPLY ENTITLES THE LANDLORD TO BE NOTIFIED WHEN YOU PURCHASE, RENEW, OR CANCEL INSURANCE FOR THAT APARTMENT. THIS IS HOW THE LANDLORD VERIFIES THE POLICY IS BEING FOLLOWED.

DISCRIMINATION

What is discrimination?

Federal and state laws prohibit discrimination in housing. Discrimination is when a landlord treats current tenants or applicants differently because of their race, color, religion, sex, marital status, sexual orientation, gender identity, national origin, immigration status, language spoken, physical or mental disability, age, the presence of children in a family (including pregnancy), source of income, or any other arbitrary basis. We refer to these as Protected Categories. Discrimination based on these Protected Categories is prohibited in the application process, in the terms and conditions of tenancy, in the use of facilities and services, and in the termination of a tenancy. If you feel you are a victim of discrimination, call Project Sentinel's Fair Housing Center at (888) 324-7468.

Can a landlord refuse to rent to me for any reason whatsoever?

No. It is illegal to refuse to rent to someone because of a characteristic that falls under the Protected Categories. For example, it is illegal to refuse to rent to someone because they are from a specific country (national origin) or because they are elderly (age). The [Palo Alto Municipal Code 9.74](#) also prohibits denying tenancy on the basis of parenthood and the possible presence of a minor child in the household. Though common, it is also illegal for a landlord to have a policy of not renting to anyone with a criminal record. If an applicant has a criminal record, a landlord must consider the type of offense, when the offense occurred, and whether the applicant has rehabilitated him or herself.

It is also unlawful to discriminate against any person by applying different terms, conditions or privileges to a tenant based on these Protected Categories. Reasonable restrictions on the use of common areas, facilities, and services that are necessary to protect health and safety, and which apply to all residents, are permissible. For example, a rule that prohibits the use of a parking lot for any activities other than going to and from one's vehicle is permissible, as it applies to all residents and is reasonable given the dangerous nature of a parking lot. A rule that prohibits children from playing in a property's common areas would not be reasonable, as it targets children and children can safely play in those spaces.

Do disabled applicants and tenants have any special protections?

Landlords cannot discriminate against a tenant with a disability. In addition, landlords must "reasonably accommodate" a tenant's disability to allow that tenant the opportunity to fully utilize the rental property. For example, a landlord may be required to waive a no-pets rule so that a disabled tenant can benefit from a service or companion animal. A disabled tenant may also request a reasonable modification, which means a physical change in the rental premises, for example installing a wheelchair ramp. Unless the property receives federal financial assistance, such as a low-income property, a landlord is not required to bear the cost of a modification, which must be paid

by the tenant or by one of the funds that assist disabled tenants. For more help with disability issues, call the Fair Housing Center at (888) 324-7468.

Can a landlord limit the number of people who occupy a unit?

Yes, but occupancy limits must be reasonable and fair. Any limitation more restrictive than two people per bedroom plus one person may be questionable. For an explanation of occupancy issues, call The Fair Housing Center at (888) 324-7468.

Can the landlord require that I make a certain income in order to rent?

Yes, but the amount must be reasonable and fair, often equal to 2 or 3 times the amount of the rent based on the gross combined income of all adults in the household. However, the landlord cannot distinguish between the sources of income, for example disability benefits versus wages, as long as the income is sufficient. One thing to note is that landlords are not required to accept a Section 8 voucher. Vouchers and other assistance payments are not considered tenant income. However, if a landlord accepts vouchers or assistance payments, they can only apply their income criteria to the portion of rent the tenant is expected to pay. For example, a tenant has a Section 8 voucher and is only expected to pay \$300 in rent for a unit worth \$1,800. The landlord requires tenants to earn 3 times the rent. The landlord can only require the tenant to earn 3 times their \$300 portion of the rent, or \$900. For more information about income requirements, call The Fair Housing Center at (888) 324-7468.



LEASE/RENTAL AGREEMENTS

Is an oral agreement with my landlord binding?

Oral agreements can be legal and binding, but oral agreements are often difficult to enforce because they rely on the memory and goodwill of both parties. It is much better to get your rental agreement in writing. This ensures the interests of both landlord and tenant are protected. Residents renting one room in their home or a cottage on the property would also benefit from having a written understanding even if it only covers the most basic information.

No matter what, [CA Civil Code 1962](#) and [CA Civil Code 1962.5](#) does require the landlord to provide written notice identifying several particulars including how much rent is due and where it should be paid each month. For a first-time renter, a landlord must offer a one-year written lease even if a different arrangement is negotiated afterwards ([Palo Alto Municipal Code 9.68.030](#)).

What should I know about signing a rental agreement?

When a written agreement is presented to you, you should read it carefully before you sign it, and ask for explanations of any clauses you don't understand. Ask the landlord or rental agent to make written changes to any items you wish to alter or delete and write in any additional items that have been verbally agreed upon (for example an update to the kitchen or a new carpet). Be sure you are given a copy of the final signed version of the written agreement and that you keep it for reference in the future. Under California law, your landlord must provide a copy of the written rental agreement to you no later than 15 days after you sign it.



Does the Palo Alto Rental Housing Ordinance require a one-year lease?

The City of Palo Alto has a rental housing stabilization ordinance, [Palo Alto Municipal Code 9.68](#), which requires landlords of most multiple family dwellings to offer a written one-year lease that spells out the rental terms over the year. The lease offer may be rejected by the tenant in favor of a different arrangement, but this should be in writing. If both the landlord and tenant wish to continue their rental relationship after the one-year lease expires, the landlord must offer another one-year lease agreement annually as one of the renewal options. If your landlord does not offer a new one-year lease at the end of your current tenancy, you can get help clarifying the need by calling (650) 856-4062.

Can a landlord charge for utilities and how are utilities handled when there are multiple rental units on the same property?

Landlords can charge separately for utility costs to rental units as long as the financial responsibility for paying the utilities is spelled out in the rental agreement. If there is a separate meter for each unit, a tenant can be required to open a separate utility account.

When tenants in separate units share the same meter, [CA Civil Code 1940.9](#) requires landlords with shared utilities to disclose the existence of this arrangement to all prospective tenants before they begin their tenancy. The landlord can decide how to apportion the combined billing among the separate rental units, but the apportionment must be based on some fair formula such as total square footage or total number of rooms.

Additionally, the City of Palo Alto Utilities (CPAU) does not allow the landlord to add fees of their own to utility charges they receive from CPAU and the landlord must provide a copy of the original bill if a tenant requests it.

Do I have the right to sublease my apartment?

Some lease agreements expressly prohibit subleases. Most require your landlord's permission before you sublease. Even if your lease does not

prohibit or limit subleasing, it's wise to discuss your plans with your landlord in advance, even if you are simply adding a roommate. If you do sublet, you take on all the responsibilities that come with being a landlord. If this is done without the landlord's express, written permission, you could end up losing your apartment and being financially responsible for impacts on your subtenant that you cannot control.



A lease or a local municipality** may expressly prohibit short term vacation rentals arranged by a tenant, such as AirBnB. Even when it is not prohibited, if the AirBnB type visitor stays in the unit 30 or more consecutive days, that person will acquire rights as a sublet tenant. Even if this occupant is a “guest” who stays for less than 30 days the tenant on the lease is responsible for damage, noise, parking, neighbor interactions and other impacts from these “guests”. These potential consequences increase the importance of communicating about that plan with your owner/landlord. If your rental agreement prohibits AirBnB or subleasing in general and your landlord finds out about your activity, the landlord may issue a 3 Day Notice to Perform or Quit. In that case, you would have only 3 days to comply by removing this new occupant, or to refute that you are violating the clauses in the lease which the notice describes.

**City of Palo Alto does not allow short term rentals (less than 30 days) in residential zones

How are my rights affected by foreclosure?

The fact that a rental property is in a foreclosure process does not change the applicable rights and responsibilities between a tenant and a landlord until the last stage of the foreclosure process known as the “Trustee Sale”.

Until the trustee sale, a tenant must continue to pay rent to the current owner-landlord, who continues to have the legal obligation to repair and

maintain the rental property. Once there has been a trustee sale, either the lender or new owner becomes your new landlord and your tenant relationship is transferred to that new landlord. After the trustee sale, you should pay rent to the new owner, who is obligated to give you notice of their name, contact information and place to pay rent.

If either the old or new landlord fails to maintain the utilities, there is a procedure that allows the tenant to establish a direct account with the utility provider and to deduct the utility payments from the rent due.

Foreclosure does not end tenants' right to continue to live in the rental property. The applicable rights are described below under "Does a foreclosure terminate my tenancy?"

DEPOSITS

Is an inspection required at the start of a tenancy?

There is no requirement in the civil code for a pre-rental inspection, but it is highly recommended for the protection of both the landlord and the tenant. A written 'inventory' of the condition of the unit at the start of tenancy, with photographs (e.g. existing cosmetic defects or inoperable appliances) provides a clear baseline for the required walk through and security deposit accounting at the end of the tenancy.

What is the maximum- security deposit I can be charged? When can I get it back?

Maximum amounts permissible for security deposits are limited under state law to the equivalent of one month's rent for furnished or unfurnished units ([AB 12, effective 7.1.2024](#)). This amount of deposit does not include the first month's rent. The maximum amount permissible for veterans or active military status remains one month's rent.

Within 21 days after you move out, the landlord must either send you a full refund of the deposit, or an itemized statement that lists reasons for and

amounts of any deductions, plus the remaining refund. For amounts withheld that exceed \$125 for cleaning or damage, the landlord must also attach receipts documenting such costs incurred, unless you waive this requirement in writing. If a particular repair could not be completed within 21 days, the landlord must attach the repair estimate. The deposit may be used to pay the last month's rent only if the rental agreement specifically permits that use. A landlord is not required to pay interest on a deposit. Be sure to get a receipt for your deposit, which states the purpose of the deposit, e.g. security or last month's rent.

Do I have a right to a walk-through inspection with my landlord when I move out?

Once either party has given notice that the tenancy will be terminated, the landlord must give you notice of your right to a walk-through inspection with the landlord at least two weeks prior to the date of termination. After that inspection, you are entitled to a list of deficiencies that you must remedy in order to preserve your deposit. The landlord cannot add to that list after the walk-through, unless you have caused new damage after the walk-through, or the damage was hidden from plain sight, prior to the final move-out. Photographs of the condition of the rental at the time of walk-through and again when you completely vacate are strongly recommended.

Do I get my deposit back if there is only normal wear and tear?

Deterioration or loss of property in the unit due to "Normal wear and tear" may not be charged against your security deposit. The normal wear and tear exception applies to items with a limited useful life such as carpet or paint. If that item has exceeded its useful life, you cannot be charged for its replacement even if it is worn out. If the item must be replaced before its normal useful life, you are still entitled to a credit for the expended useful life against the full replacement cost. For example, if you live in a rental for three years that has a five-year carpet needing replacement, you should receive a credit for 3/5 of the total cost. Wear and tear does not apply to damage such as holes in a wall or a broken window.

What else can be deducted from my deposit?

You must restore the rental to the same level of cleanliness that existed at the time of your move-in. If you fail to do so, your deposit can be charged a cleaning fee. If your rental agreement calls for “professional carpet cleaning,” you will be required to pay for it. Any unpaid rent or utility bills can also be deducted from your deposit.

How does foreclosure or sale of the property affect my deposit?

If a rental property changes ownership as a result of foreclosure, or any other reason, the prior owner must either refund the deposit to you, or transfer it to the new owner. If the deposit is refunded, the new owner can demand a new security deposit from you consistent with your current rental agreement. If the prior owner does not transfer or refund the deposit, both the prior owner and the new owner are legally liable to you for the deposit accounting as well as any refund due to you when you vacate.

RENT INCREASES

How much notice of a rent increase does the landlord have to give?

If you have waived your right to a one-year lease, and decided to rent on a month-to-month basis instead, you are entitled to a 30-day written notice of a rent increase, unless the increase or total increases in the same year exceed 10%. In that case, you must be given a 60-day written notice. If you have a lease, the rent cannot be raised during the term of the lease, but when the lease expires the new rental rate is solely a matter of negotiation between tenant and landlord. There is no requirement that the landlord give a written notice of an increase in advance of the termination of the current lease. The landlord may even decide not to renew the lease without any advance notice, so it is wise to begin negotiating the next year’s lease terms a month or two before the end of the term. That way, if you cannot arrive at mutually agreeable terms, you still have time to find another place.

Is there rent control in Palo Alto?

Effective January 1, 2020, the State of California's Tenant Protection Act AB 1482, applies in Palo Alto.

In a 12-month period, total rent increases cannot exceed 5% plus the change in cost of living (CPI), or 10%, whichever is lower. Maximum of 2 rent increases in any 12-month period (the total of which cannot exceed the rent cap).



Where permitted, rent increases over 10% require 90 days' written notice (formerly 60 days).

However, a tenant may request mediation through the Palo Alto Mediation Program to provide an opportunity to discuss mitigation of the proposed rent increase. The City's **Mandatory Response Ordinance** [Palo Alto Municipal Code 9.74](#) applies to rent increases. Mediation cannot prevent a rent increase, but it can provide a place for a clear assessment of what is important to both sides and that can provide a context for change.

[Senate Bill 567, effective 4.1.2024](#), provides new tenant protections for the termination of tenancy that is involuntary. With respect to no-fault just cause evictions for owner move in, this new law requires that the owner as defined, occupy the residential property for a minimum of 12 continuous months as the person's primary residence; remove the residential property from the market; and require an owner who displaces a tenant to substantially remodel or demolish a unit to provide the tenant with written notice providing the tenant with specified information, including a description of the substantial remodel to be completed and the expected duration of the repairs, or the expected date by which the property will be demolished, and a copy of permits required to undertake the substantial remodel or demolition, as specified.

PRIVACY

Does the landlord have a right to come into my apartment?

A landlord is required to give you at least 24 hours written notice before entering your unit except in an emergency or if you have abandoned the property. With proper written notice, the landlord may enter your unit, but only during normal business hours and only for certain limited purposes such as making repairs, or showing the unit to prospective tenants or buyers. If the landlord meets all of these requirements, you cannot refuse entry, nor can you insist that entry only occur when it is convenient for you to be present. Unless your rental is subject to a government subsidy program, a landlord does not have a right to enter for the purpose of conducting an inspection.

UPKEEP AND REPAIR RESPONSIBILITIES

What is the extent of a landlord's duty to provide adequate conditions in the unit I am renting?

The landlord is responsible for providing a safe and habitable unit. This means the walls and roof must not leak, there should be no broken doors or windows, there must be deadbolt locks on all outside doors, and the plumbing, gas, heater, wiring and lights must work. The floors, railings and stairways must be safe. The landlord must provide sufficient covered trash cans and pest control. The unit must also comply with all local building code regulations. A landlord's failure to provide these conditions may be grounds for a court action. The landlord is not obligated by law to provide "amenities" such as a clean carpet, parking, specific appliances, or fresh paint. However, the tenant may try to negotiate for those items in a rental agreement. If the amenity items are included in the rental agreement, they must be provided as part of your contractual rights.

Who is responsible for repairs?

The landlord is responsible for the proper maintenance of the items necessary to provide a habitable unit. The tenant has the responsibility to report needed maintenance and not to be the reason additional maintenance becomes necessary. The rental agreement may identify certain responsibilities for the tenants such as cleaning or replacing the filter above a cooktop, but habitability related maintenance may not be delegated to the tenant.

Am I supposed to report needed repairs? How much time does the landlord have to make the repairs?

Yes, you should report needed repairs. Unless the need to repair is obvious, a landlord is not required to act until proper notice has been given. It's best to notify the landlord with a telephone call and in writing, which can include email. The writing is important because it creates a persistent record of when the issue was noticed and reported.

The need for repairs must be reported in a timely way. If the report is delayed, and the delay increases the cost of repairs, the tenant can be held responsible for those increased costs. To repair a leak under a sink can be a simple, low-cost repair if handled quickly, but to repair cabinets and flooring damaged by extensive soaking can be costly. Your rental agreement may have addendums which require you to promptly report conditions such as mold.

In general, the landlord should complete repairs, which are not urgent within 30 days. Urgent repairs must be done as soon as possible. If communication breaks down with the landlord, consider using the Palo Alto Mediation Program (www.paloaltomediation.org).



TENANCY TERMINATION AND EVICTION

Differentiating Termination vs Eviction

Termination of tenancy occurs when you or your landlord decide not to renew your rental agreement. Before AB1482, there was no requirement for the landlord to provide a reason if landlord was the person terminating the rental. However, a proper notice is still required as described below. There is no public record of a termination and no necessary impact on your credit history.

On the other hand, eviction is a lawsuit in Superior Court to remove a tenant who has violated the rental agreement or has not complied with a notice ending the tenancy. The most common reasons for eviction are:

- Not paying rent
- Materially damaging the rental property
- Interfering with the peace and quiet of other tenants
- Using the rental unit for an illegal purpose
- Violating the rental agreement

If you are evicted, that judgment stays on your public record for 7 years and may be discovered by any future landlord considering you as a tenant. Most landlords will not choose to rent to an applicant who has a recent eviction on their record. This also affects the tenant's credit record.

Just cause basics – AB1482: Related to [Palo Alto Municipal Code 9.68](#)

1. "Just cause for eviction" means landlords MUST specify a VALID reason to evict or terminate a tenancy.
2. "At –fault" termination v. "No-fault" termination

"At Fault" causes for termination / eviction

- Failure to pay rent
- Nuisance

- Damage to property
- Criminal activity
- Using the rental unit for an unlawful purpose
- Refusal to allow landlord entry
- Refusal to renew same lease terms
- Breach of material lease term (if not cured after notice or incurable)
- Lease violation (subletting, if not cured after notice)
- Failure to move out after tenant gives notice (after 3 days' notice)

“No fault” causes for termination/eviction

- Owner or family member intends to occupy the unit
- Withdrawal of unit from the rental market (Ellis Act)
- Government orders to vacate (e.g. habitability issues)
- Intent to demolish or substantially remodel unit, with proper permits

If “no fault” of tenant, LANDLORD MUST pay relocation. Relocation assistance is applicable to Complexes with 10 or more units. Please review [Palo Alto Municipal Code 9.65](#) for more details

1. Relocation payment is equal to one month's rent.
2. Payment must be made within 15 days of the no-fault termination notice.
3. A landlord can waive the last month's rent IN WRITING in lieu of a relocation payment
4. If tenant receives a relocation payment but does not vacate, the owner can recover the payment in an eviction lawsuit.

Noticing Requirements

1. Landlords MUST give tenants written notice of being covered by the just cause and rent cap rules
2. Landlords MUST give notice to single family homes or condos with no corporate ownership that they are not covered by just cause or rent cap rules.
3. For tenancies beginning or renewing on or after 7/1/2020, Notice must be an addendum to the lease or the notice must be signed by the tenants (tenants must receive a copy of the notice).

Housing NOT COVERED by these Just cause Rules:

- Short-term stay hotels, motels, hostels
- Dorms
- Care facilities, religious facilities, non-profit hospitals
- Government subsidized or below-market rate housing where rent is based on income level.
- Units that are subject to a local just cause ordinance adopted before 9/1/2019
- Units or structures built less than 15 years ago
- Single family home or condos with no corporate ownership (Notice of exemption Required!)
- Owner occupied properties where:
 1. Tenant resides in other unit of duplex or
 2. Tenant shares kitchen & bathroom facilities with owner; or
 3. No more than two tenants (including ADUs) reside on single family property

NOTE: Unlike under AB1482, Just Cause protections apply after 6 months of tenancy in Palo Alto, not one year. See [Palo Alto Municipal Code 9.68.040 8\(b\)\(1\)](#)

What is a 3-day notice? How shall I respond?

A landlord may give you a 3-day notice when you have failed to pay rent on time or violated an important part of the rental agreement. When you receive such a notice you have the following options:

- If the notice demands payment, you must pay the entire amount no later than the third day.
- If the notice states that you are violating a term of the lease, stop violating the agreement within the 3-day period and let your landlord know in writing that you have stopped.
- If you have been served with an unconditional 3-day notice, the only alternative to eviction is to vacate within the 3 days. This type of notice applies to violations too serious to be corrected, such as engaging in criminal activity.

Once you comply with the demands of the notice within the specified three days, the landlord cannot use this 3-day notice as the basis for an eviction. If necessary, negotiate with the landlord to request additional time to either pay the amount owed or to comply with the lease terms. Make sure the agreement you make with the landlord to allow additional time is in writing to assure clarity of the terms.

Ask promptly for help through Palo Alto's mediation services or seek legal assistance if you believe the notice contains errors or the landlord is unresponsive.

What are the various types of tenancy termination notices and what are the options for responding?

If you have a month-to-month agreement, you can terminate your tenancy by giving the landlord a 30-day written notice of termination. Your landlord can

terminate a month-to-month agreement on 30 days written notice, if you have lived there less than one year. If you have lived there longer, the landlord must give you 60 days written notice. If you are renting pursuant to a Section 8 HUD voucher, you are entitled to 90 days' notice. Termination notices must be in writing and must be served in accordance with formal statutory rules. Verbal notices, text messages and email notices are invalid and unenforceable, which means the tenancy continues.

If you have a lease, neither you nor the landlord can terminate the tenancy prior to the expiration date of the lease, unless the other party has violated a provision in the lease. However, victims of domestic violence and members of the armed forces can terminate a lease before its term ends, under certain specific conditions.

If you receive a written notice of termination from your landlord, you have the following options:

- Vacate the premises within the 30, 60, or 90-day notice period, to avoid being sued in eviction court and to preserve a good credit record.
- Negotiate with your landlord to request additional time to vacate the premises or to preserve your tenancy. It is important that any agreement you make with the landlord be in writing to preserve clarity of the terms.
- Seek mediation services before the notice period expires if conversations with the landlord are unproductive
- Seek legal assistance if you believe the notice was issued because you requested repairs or otherwise exercised your legal rights.

Can the landlord change the locks or call the police if I remain in the rental unit after a termination notice or lease has expired?

No. This practice is called Self-Help or Constructive Eviction and is against the law. If your landlord does this, you may call the police for help since it amounts to a taking of your possessions and contracted living space. You can also seek fines, penalties and damages in a court action.

In order to legally evict you, the landlord's only option at the expiration of the 3-day or 30, 60 or 90-day notice is to file and serve an eviction suit in the Superior Court and obtain a judgment against you from the court. The landlord has the right to serve you with court papers called a "Summons" and "Unlawful Detainer Complaint." If you do not respond to the complaint by filing a document known as an "Answer" with the court, the landlord can get possession of your apartment within a few days. If you do file an Answer with the court, the court will schedule a trial date on the matter. You generally have only 5 days from the day of receiving the Summons and Complaint to file an Answer with the court. Seek legal assistance, or contact the Santa Clara Superior Court Self Help Center, if you receive a Summons and Complaint and need help with filing an Answer.

What can I do if the Sheriff posts an eviction notice on my door?

If you have not filed an Answer with the court in response to the Unlawful Detainer Complaint, or you have lost at trial after defending against the eviction, the Sheriff may post a 5-day Eviction Notice on your door. You then have the right to ask the court for additional time (up to 40 days) to find substitute housing if vacating immediately would present a hardship for you. To request additional time, you must file an application with the court for a "Stay of Execution." If the court grants your application, you will be required to deposit the daily amount of the rent due for your unit for each day of additional time that you request. For assistance with the application form and additional information regarding a Stay of Execution contact the Superior Court's Self Service Center.

What if I think the landlord is terminating my tenancy because I complained about a problem?

Terminating your tenancy because you exercised your rights, such as complaining about discrimination or contacting an agency to inspect the unit, is known as a retaliatory eviction and it is illegal. You should seek help from the Fair Housing Center or from legal services if you think this is happening.

Mediation may also be an option.

If you believe the termination is related to a request for mediation under the ordinance (9.72) then you can request that the program administrator at Project Sentinel investigate that claim.

Does a foreclosure terminate my tenancy?

A new owner takes control of a rental property after the last stage of the foreclosure process, known as the “trustee sale”. If you are a genuine “bona fide” tenant, federal and state laws provide some protection after the new owner takes legal control. To be a bona fide tenant, you must have an arms-length written rental agreement and cannot be a member of the prior property owner’s immediate family. If you are a bona fide month-to-month tenant, you must be given a 90-day written notice to terminate your tenancy. If you have a lease, you must be allowed to complete the lease term, unless the new owner intends to personally occupy the rental, in which case you are still entitled to 90-days’ notice. If you don’t qualify as a bona fide tenant, but you are a non-owner living lawfully in the house or apartment, you are entitled to a 60-day notice. You are only entitled to these added time periods if you continue to pay your rent and otherwise comply with your tenant obligations under the rental agreement.



WHERE TO CALL FOR INFORMATION AND HELP

Tenant-Landlord Questions

Project Sentinel 650-856-4062
www.housing.org

Dispute Resolution/Mediation

Palo Alto Mediation Program 650-856-4062
www.paloaltomediation.com

Discrimination Counseling and Investigation

Cal State Dept. of Fair Employment & Housing 800-884-1684
www.dfeh.ca.gov

Project Sentinel Fair Housing 888-324-7468
<https://www.housing.org/housing-discrimination>

City of Palo Alto

City Attorney Office 650-329-2171
[City Attorney – City of Palo Alto, CA](#)

Code Enforcement 650-329-2605
[Code Enforcement – City of Palo Alto, CA](#)

Planning Department 650-329-2441
[Planning & Development – City of Palo Alto, CA](#)

Police Department 650-329-2406
[Police – City of Palo Alto, CA](#)
<https://www.cityofpaloalto.org/Departments/Police>

Office of Human Services 650-463-4906
[Human Services – City of Palo Alto, CA](#)

Emergency Rental Assistance

Life Moves 650-853-8572
<http://lifemoves.org>

Landlord Assistance

California Apartment Association Tri-County Association 408-342-3500
[The California Apartment Association \(caanet.org\)](http://TheCaliforniaApartmentAssociation.caanet.org)

Legal Assistance

Bay Area Legal Aid (Low Income) 800-551-5554
www.baylegal.org 408-850-7066

Law Foundation of Silicon Valley 408-280-2424
<https://www.lawfoundation.org/housing>

Palo Alto Area Lawyer Referral Service 650-326-8322
www.paaba.org

Santa Clara County Lawyer Referral Service 669-252-6014
www.sccba.com

Santa Clara Superior Court “Self-Service” Center 408-882-2926
www.scscourt.org/self_help.shtml/

California State Courts’ self-help website:
www.courts.ca.gov/selfhelp

Small Claims Court- Santa Clara County
<https://santaclara.courts.ca.gov/self-help/self-help-small-claims>

Special Needs

Asian Law Alliance 408-287-9710
www.asianlawalliance.org/

Mental Health Advocacy Project 408-280-2420
[Mental Health Advocacy Project – Law Foundation](http://MentalHealthAdvocacyProject-LawFoundation)

Senior Adult Legal Association 408-295-5991
www.sala.org

Avenidas - Senior Needs and Programs 650-289-5400
<https://www.avenidas.org/>

Mortgage Default and Delinquency Counseling

Project Sentinel 408-470-3730
[Reverse Mortgage Counseling | housing.org](http://ReverseMortgageCounseling.housing.org)

Subsidized and Affordable Housing Information

City of Palo Alto Office of Human Services 650-463-4906

Other Services Available in Santa Clara County

Information and Referral for Santa Clara County <https://www.211bayarea.org/>

Useful Rental Housing Publications

CA Department of Consumer Affairs 800-952-5210
[Resources - Tenant \(ca.gov\)](http://Resources.Tenant.ca.gov)

Renters' and Tenants' Rights - Legal Guide, published by Nolo Press
<https://www.nolo.com/legal-encyclopedia/renters-rights>

The California Landlords' Law Book: Rights & Responsibilities, published by Nolo Press
Landlords and Tenants
<https://www.nolo.com/legal-encyclopedia/landlords>



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Project Sentinel

City Attorney's Office

Planning & Community Development Department