

# PROPERTY SUBJECT TO STATEWIDE RENT CAPS & JUST CAUSE EVICTIONS ADDENDUM

This agreement is an addendum and part of the rental agreement dated \_\_\_\_\_  
between \_\_\_\_\_, hereby known as Owner/Agent,  
and \_\_\_\_\_, hereby known as Resident(s),  
for the premises located at \_\_\_\_\_,  
unit number \_\_\_\_\_ in the city of \_\_\_\_\_, CA.

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.

Per Civil Code 1946.2(b), just cause reasons include, but not limited to:

- 1) Default in the payment of rent.
- 2) A breach of a material term of the lease.
- 3) Maintaining, committing, or permitting the maintenance or commission of a nuisance.
- 4) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.
- 5) Assigning or subletting the premises in violation of the tenant's lease.
- 6) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.
- 7) Using the premises for an unlawful purpose.
- 8) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.
- 9) When the tenant fails to deliver possession of the residential real property after providing the owner written notice.

Per Civil Code 1947.12, rent increases shall be limited through any 12 month period to no more than 5% plus the percentage change in the cost of living, or 10 percent, whichever is lower, and no more than 2 increments.

OWNER/AGENT, select one of the following in accordance with Civil Code Section 1946.2 and 1947.12:

- This unit is subject to just cause evictions and rent caps in accordance to Civil Code Section 1946.2 and 1947.12.
- This unit will be subject to just cause evictions and rent caps in accordance to Civil Code Section 1946.2 and 1947.12 15 years after unit's certificate of occupancy, on \_\_\_\_\_.

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
Resident(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Agent

\_\_\_\_\_  
Date

