

Your New Rights as a Concord Renter

What are your rights if your landlord raises your rent?

Concord law limits the amount your landlord can raise your rent.

- Your landlord cannot raise your rent more than 60% of the rate of inflation (Consumer Price Index or "CPI"), up to a maximum of 3%. The City of Concord will publish the allowed percentage online every year.
- Your landlord can only raise your rent once every 12 months.
- Your landlord must give you written notice at least 30 days before raising the rent.

If your landlord raised your rent after April 4, 2023, you may be eligible for a rent reduction (or "rent rollback").

- Your landlord cannot currently charge you more than the amount charged on **April 4, 2023** plus **2.52%**. If you moved in between April 4, 2023 and April 19, 2024, then your landlord cannot currently charge you more than your initial rent plus 2.52%.
- E.g., if your rent was \$2,000 in April 2023, then your landlord cannot charge you more than \$2,050.40 ($\$2,000.00 \times 0.0252 = \50.40).

Concord's new Rent Stabilization and Just Cause for Eviction Ordinance limits the amount your landlord can raise your rent and protects you from unfair evictions, if you are covered.* This law went into effect on **April 19, 2024**.

You can enforce your rights:

- If you receive an illegal rent increase or eviction notice, you should seek help from a lawyer.
- If your rent has been raised illegally, your landlord is failing to properly maintain your housing, or your landlord has removed any benefit associated with your housing (like your parking space), you can petition the City of Concord for a decrease in rent.
- If your landlord violates any requirement under Concord law, they cannot evict you – meaning you can win in eviction court. If served with a "Summons and Complaint," you must still file an "Answer" to tell the court your side of the story.
- If your landlord breaks the law, you can also sue them in court for financial penalties.

*Exceptions for renters in certain types of housing:

These protections apply to renters in most types of buildings, but there are some exceptions. For example, renters who live in single family homes, condominiums, ADUs, housing built after February 1, 1995, and certain affordable housing units are not covered under the Rent Stabilization Ordinance. Renters also may not be protected if the landlord lives on the property. Some renters who are not covered under local law may have protections under [California's Tenant Protection Act](#). Visit publicadvocates.org/resources/library/sb-567 to learn more.

What are your rights if your landlord tries to evict you?

Concord law limits the reasons you can be evicted ("just cause for eviction"). These include **"at-fault"** reasons (something you did or refused to do) and **"no-fault"** reasons (something the landlord wants to do with the property). The landlord must state one of the allowed reasons in the written eviction notice.

"At-fault" reasons for eviction

- Failing to pay rent.
- Violating the lease.
- Creating a nuisance at the property.
- Damaging the property.
- Refusing to sign a lease extension or renewal with similar terms.
- Criminal activity by the renter, on the property or directed at the landlord.
- Subletting in violation of the lease.
- Refusing to allow the landlord to enter within their legal right to do so.
- Using the property for illegal activity.
- Failing to move out after you are fired as the landlord's employee.
- Failing to move out after you inform the landlord you are moving out.

"No-fault" reasons for eviction

- The landlord or their relative is moving in.
- The landlord has decided to stop using the property as rental housing.
- The landlord is following a government order or local law that requires you to move out.
- The landlord is demolishing or substantially remodeling the property.

You have additional rights if your landlord evicts for a "no-fault" reason:

- Under certain circumstances, you may have a **right to return** to your home at the same terms and same rent (subject to any legal rent increases). E.g., If the eviction is based on remodeling, you have a right to return after repairs are completed.
- In most cases, if you are evicted for a no-fault reason, your landlord must pay you to cover relocation and moving costs.
- If your household includes a senior, person with a disability, person who is terminally ill, low-income person, or school-aged child, you may have additional protections from "no-fault" evictions: your landlord may be required to provide longer notice, and/or you may be entitled to additional relocation payments.

For free legal assistance, contact:

- Bay Area Legal Aid at 888-551-0068
- Centro Legal De La Raza at 510-437-1554 or cctr@centrolegal.org
- Contra Costa Senior Legal Services at 925-609-7900 or info@ccsls.org
- Virtual Concord & Central County Tenant Clinic call 925-291-0176