

# Your New Rights as a Concord Renter

## Which units are covered under the Concord rent stabilization law?

All units built before February 1, 1995 have rent stabilization under Concord law, **except the following:**

1. **Single family homes and certain condominiums,**
2. **Certain affordable housing units,**
3. **Accessory dwelling units** (independent living spaces that are located on the same property),
4. **Owner-occupied duplexes,**
5. Government owned housing,
6. Residential facilities,
7. Shared housing where the renter and landlord share a bathroom or kitchen,
8. Temporary accommodations such as hotels, dorms owned and operated by schools, shelters, and
9. Institutional facilities (including hospitals, religious facilities, and licensed elder care facilities).

If your unit is not covered under Concord's rent stabilization law, you may be covered by the state rent cap under California's Tenant Protection Act. Visit "Renter's Rights under The Tenant Protection Act" to learn more: [publicadvocates.org/resources/library/sb-567](http://publicadvocates.org/resources/library/sb-567)

Concord's new "Rent Stabilization and Just Cause for Eviction Ordinance"—which went into effect on April 19, 2024—limits the amount your landlord can raise your rent and protects you from unfair evictions. **The ordinance was amended in 2025.**

## What are my rights if my landlord raises my rent?

### Concord law limits the amount your landlord can raise your rent ("rent stabilization").

- As of August 1, 2025, your landlord cannot raise your rent more than 5% per year. It was previously set at 2.5%.
- Your landlord can only raise your rent once every **12 months**.
- Your landlord cannot "bank" rent increases; if they fail to raise your rent by the allowable amount for a given year, they lose the chance to charge that rent increase forever.
- Your landlord must give you a notice in writing at least **30 days** before raising the rent.
- If you received a rent increase between April 4, 2023 and April 19, 2024, you may be entitled to a rent rollback. Please consult with an attorney if you think this might apply to you.

## How can I enforce my rights under the Concord rent stabilization law?

If you receive an illegal rent increase, you should seek help from a lawyer.

If your landlord illegally raises your rent, fails to properly maintain your housing (fails to make repairs), or removes any benefit associated with your housing (like your elevator or parking space), **you can petition the City of Concord for a rent reduction.**

If you petition for a rent reduction, you must provide notice of the petition to your landlord within **five days** of filing the paperwork with the City.

## What can I do if my landlord petitions the City of Concord for a rent increase above the allowable limit?

If you receive a notice of your landlord's petition to raise your rent, you may file a response to the City. This response must be "served" (delivered) to the landlord, and you must submit a "Proof of Service of Response" form to the City. This response should inform the hearing officer about your circumstances in order to refute the landlord's petition to raise your rent.

To learn more, visit the City of Concord petition website:

[www.cityofconcord.org/1172/Rent-Stabilization-and-Just-Cause-for-Ev](http://www.cityofconcord.org/1172/Rent-Stabilization-and-Just-Cause-for-Ev)

### Petitioning the City of Concord for a rent reduction:

- The City will provide the form to use to file a petition.
- Filing a petition for a rent reduction is **free**.
- There will be a hearing with a hearing officer where you can explain why your rent should be reduced.
- You may bring a representative to help explain your case, and the representative may be a lawyer.
- Your landlord can also tell their side of the story at the hearing, on their own or with a representative.
- After the hearing, the hearing officer will issue a written decision.

If you petition for a rent reduction because your landlord is failing to maintain your housing or they removed a benefit of your housing, you must first provide the landlord written notice of the issue and a reasonable opportunity to fix it.

If you petition for a rent reduction because your landlord is failing to maintain your housing, it will be helpful for your case to include evidence that the building is unsafe or needs repairs. Document everything you can with pictures and videos. You can request an inspection by Concord Code Enforcement and get an inspection report.

### For free legal assistance contact:

**Bay Area Legal Aid:**  
888-551-0068

**Centro Legal De La Raza:**  
510-437-1554 or [cctr@centrolegal.org](mailto:cctr@centrolegal.org)

**Contra Costa Senior Legal Services:**  
925-609-7900 or [info@ccsls.org](mailto:info@ccsls.org)

**Virtual Concord & Central County Tenant Clinic:**  
925-291-0176

# What are my rights if my landlord is trying to evict me?

**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. You cannot be evicted simply because the lease ended or because the landlord is selling the property—the landlord must state and prove one of the allowed reasons.

## Which units are covered under the Concord just cause for eviction law?

All rental housing has just cause for eviction protections under Concord law, **except the following:**

1. **Single-family homes or condominiums owned by a landlord that rents out two or fewer units,**
2. **Accessory dwelling units** (independent living spaces that are located on the same property),
3. **Owner-occupied duplexes,**
4. Government owned housing,
5. Residential facilities,
6. Shared housing where the renter and landlord share a bathroom or kitchen,
7. Temporary accommodations such as hotels, dorms owned and operated by schools, shelters, and
8. Institutional facilities (including hospitals, religious facilities, and licensed elder care facilities).

If your unit is not covered under Concord's just cause for eviction law, you may be covered by state just cause for eviction protections under California's Tenant Protection Act. Visit "Renter's Rights under The Tenant Protection Act" to learn more: [publicadvocates.org/resources/library/sb-567](http://publicadvocates.org/resources/library/sb-567)

## "At-fault" reasons for eviction:

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

## "No-fault" reasons for eviction:

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

## What are my rights if my landlord tries to evict me because they are moving into the unit, or moving in a relative (“Owner move-in”)?

You cannot be evicted if the person moving in already lives on the property or if there is another empty unit available. The eviction notice must state the name of the person moving in and their relationship to the landlord. If you request proof that the person moving in qualifies, the landlord must provide it.

The landlord or their relative must move in within **90 days** after you move out and must live in the unit for at least **24 months**. If they don’t, you have a **right to return** to the unit at the same rent and same terms (subject to any legal rent increases), and the landlord **must pay you back for moving expenses**. (However, there is an exception to the 24-month requirement if the landlord or their relative suffers a “significant hardship,” like becoming terminally ill.)

Landlords may also be prohibited from doing owner move-in evictions depending on how they own the home and what share of the home they own. Seek legal assistance to find out more about whether this exception applies to your property.

A landlord may not evict for owner move-in if your household includes **a senior, person with a disability, or person who is terminally ill**, and you have lived in the unit for at least three years. If your household qualifies, you must notify the landlord in writing within 60 days of receiving the eviction notice. However, if the landlord or their relative is similarly situated and no other unit is available, then this protection will not apply.

## What are my rights if my landlord tries to evict me because they decided to stop using the property for rental housing?

To evict for this reason, the landlord must take all units in the building off of the rental market. Check to see if your neighbors received the same notice.

The landlord must provide **120-day written notice**, including notice of your rights.

If your household includes **a senior or person with a disability**, you have a right to **one-year notice** if you have lived in the unit for at least one year. If your household qualifies, you must notify the landlord in writing within **60 days** of receiving the eviction notice.

If the landlord intends to evict based on this reason, they must notify the City of Concord at the same time they serve the eviction notice on you. The City must record a notice with the County, restricting the property from being re-rented for **10 years**.

If the unit is **re-rented within 10 years**, the landlord must offer you the **right to return**, as long as you expressed interest in returning, in writing, within **30 days** of your displacement, and provided a mailing address.

If you are interested in returning, you should notify the landlord and the City of Concord of your contact information and any future address changes.

### 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](mailto:cctr@centrolegal.org)
- Contra Costa Senior Legal Services at 925-609-7900 or [info@ccsls.org](mailto:info@ccsls.org)
- Virtual Concord & Central County Tenant Clinic at 925-291-0176

## What are my rights if my landlord tries to evict me because they are following a government order or local law that requires me to move out?

If your unit is later found to be safe and habitable, you have a **right to return** to the unit, at the same rent and same terms (subject to any legal rent increases).

Your landlord must give you advance notice of your right to return.

You must express interest in returning, in writing, within **30 days** of receiving such notice, and you must provide the landlord with your current contact information.

## What are my rights if my landlord tries to evict me because they are remodeling ("substantial renovations") the home?

Your landlord can only temporarily evict you if the remodeling work will replace a major system requiring a government permit or fix hazardous materials (like asbestos), the work will take at least **30 consecutive days**, and you cannot safely live in the unit while the work is being completed. On any days that you can safely live there, you have a right to stay in the unit. **You cannot be evicted for minor cosmetic repairs.**

The eviction notice you receive must be in both English and Spanish. It must provide a description of the work, an estimate of how long it will take, and a copy of the permit(s) required for the work. If the work is to fix dangerous materials and does not require a permit, the notice can include a signed contract with the contractor who will perform the work instead.

After repairs are completed, you have a **right to return** to the unit, at the same rent and same terms (subject to any legal rent increases). You must express interest in returning, in writing, within **30 days** of receiving the eviction notice, and you must provide the landlord with your current contact information.

## What are my rights if my landlord tries to evict me for a "no-fault" reason and school-age children live in my home?

It is illegal for a landlord to evict you for a "no-fault" reason during the school year if there is a school-age (TK-12th grade) child living in your home.

You must submit a statement to your landlord with evidence that a school-age child lives in the unit within **30 days** of receiving an eviction notice for a "no-fault" reason.

# What are my rights to receive relocation payments?

In most cases, if you are evicted for a “no-fault” reason, your landlord must pay you to cover **relocation and moving costs**, and your landlord must provide notice that you have a right to these payments.

If you accept an offer from your landlord to move to a comparable or better unit at the same rent, then your landlord is not required to pay you to cover relocation—but they are still required to pay for moving costs.

## What are my rights to relocation payments if I am permanently displaced?

Except for renters who live in single-family homes or condominiums, if you are permanently displaced, your landlord must pay you to cover relocation—**three times the “HUD fair market rent,”\* plus moving costs** of \$3,000.

If your household includes **a senior, person with a disability, person who is terminally ill, low-income person, or school-age child**, your landlord must pay you one additional month for a total of **four times the “HUD Fair Market Rent,”\* plus moving costs** of \$3,000.

**\* “HUD Fair Market Rent” means the fair market rent, based on the number of bedrooms, published by the U.S. Department of Housing and Urban Development for the applicable year for Contra Costa County, found at:**

[www.huduser.gov/portal/datasets/fmr.html](http://www.huduser.gov/portal/datasets/fmr.html)

However, if you live in a single-family home or condominium, you are owed a different amount to cover relocation and moving costs—**two months’ actual rent, plus moving costs of \$2,000**.

Your landlord must provide half of the relocation payment within **15 days** of serving

the eviction notice, and must provide the rest in cash by the move out date.

Your landlord must pay for your moving costs by the move out date.

## What are my rights to relocation payments if I am temporarily displaced because the landlord is remodeling the home?

If you are temporarily displaced for **30 days or fewer** because your landlord is remodeling, your landlord must provide you temporary relocation payments—a daily allowance for living expenses. The amount is based on the Federal General Services Administration daily rate for lodging and meals in Concord, Contra Costa County, which is updated annually at:

[www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems\\_report&fiscal\\_year=2025%20\(Current%20Fiscal%20Year\)&city=concord&state=CA&zip=](http://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2025%20(Current%20Fiscal%20Year)&city=concord&state=CA&zip=)

Your landlord must provide you the full amount when you move out.

If you are temporarily displaced for **31 days or more** because your landlord is remodeling, your landlord must provide you either temporary relocation payments—a daily allowance for living expenses—or comparable or better temporary housing.

If the remodeling takes longer than what was communicated, your landlord must continue to provide you temporary relocation payments on a weekly basis or comparable or better temporary housing—until you are able to return to your home.

If your landlord is providing temporary relocation payments or comparable or better temporary housing, you must continue to pay rent.

# You can enforce your rights:

## How can I enforce my rights under Concord's just cause for eviction law?

If you receive an eviction notice, you should seek help from a lawyer.

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.

## Can I sue my landlord to enforce my rights if they raise my rent, or evict me in violation of the law?

If your landlord breaks the law, you can sue them in court for triple damages (three times the amount the court determines you should be compensated for the harm) and financial penalties of \$2,000—\$5,000, per violation. If you are a **senior (at least 62 years old) or a person with a disability**, the court may award an additional penalty of up to \$5,000 per violation.

The Concord City Attorney can also sue landlords who break the law.

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