

California Rent Increase Notice Laws: How Much Notice to Give

Summary for landlords and property managers. Last reviewed October 29, 2026. Full guide: <https://www.generationadvisory.com/laws/california-rent-increase-notice>

In California the length of notice for a rent increase depends on the size of the increase. Larger increases need a longer notice, and covered units must also stay under the statewide cap.

Key points

- A month-to-month rent increase of 10 percent or less within 12 months needs at least 30 days of written notice.
- An increase of more than 10 percent within 12 months needs at least 90 days of written notice.
- For covered units, rent may rise by no more than 5 percent plus the regional inflation rate, and never more than 10 percent, in any 12 months. Units built in the last 15 years and some single family homes owned by individuals are exempt. The statewide cap is set to expire on January 1, 2030.
- A landlord may not raise rent, cut services or evict to retaliate against a tenant who used a legal right, and action within 180 days of that right being used is presumed retaliatory.

California at a glance

Rule	California	Law
Notice before a rent increase	A month-to-month rent increase of 10 percent or less within 12 months needs at least 30 days of written notice.	Civil Code section 827
Notice before a rent increase	An increase of more than 10 percent within 12 months needs at least 90 days of written notice.	Civil Code section 827
Statewide cap on increases	For covered units, rent may rise by no more than 5 percent plus the regional inflation rate, and never more than 10 percent, in any 12 months. Units built in the last 15 years and some single family homes owned by individuals are exempt. The statewide cap is set to expire on January 1, 2030.	Civil Code section 1947.12
Retaliation protection	A landlord may not raise rent, cut services or evict to retaliate against a tenant who used a legal right, and action within 180 days of that right being used is presumed retaliatory.	Civil Code section 1942.5

Mistakes to avoid

- Raising rent during a fixed term without a clause that allows it.
- Sending the notice by text or email when the lease or the law calls for written delivery another way.
- Increasing rent right after a repair request or complaint.
- Not keeping proof of when the notice was delivered.

Verify current law

Laws named in this summary:

- Civil Code section 827
- Civil Code section 1947.12
- Civil Code section 1942.5
- Tenant Protection Act of 2019 (AB 1482) and Costa-Hawkins Rental Housing Act

Official sources:

- California Legislative Information (codes): <https://leginfo.legislature.ca.gov/faces/codes.xhtml>
- California Courts Self-Help Guide: Eviction: <https://selfhelp.courts.ca.gov/eviction>

General information, not legal advice. Check current law and talk to a California attorney before you act. Last reviewed October 29, 2026.