



NOTICE OF CHANGE IN TERMS OF TENANCY

(C.A.R. Form CTT, Revised 6/20)

To: _____ ("Tenant")

and any other occupant(s) in possession of the premises located at:

(Street Address) _____ (Unit/Apartment #) _____

(City) _____ (State) _____ (Zip Code) _____ ("Premises")

The Tenant Protection Act of 2019, aka AB 1482, ("TPA") The TPA (i) imposed limits on the amount a property owner can increase rent to a residential tenant ("Rent Cap") and (ii) identified a limited number of reasons that a property owner may terminate a tenancy and evict a tenant ("Just Cause"). For more information, see the IMPORTANT NOTES below.

Local rent control and eviction laws. Many cities and counties have adopted local ordinances which impose rent control and just cause eviction requirements. These laws may conflict with, preempt or be preempted by the TPA, in whole or in part. If property owner is uncertain whether the property or tenancy is exempt from the TPA or subject to a local ordinance governing rent increases and just cause requirements, property owner is advised to seek legal counsel from a qualified California real estate attorney who is familiar with the TPA and the laws where the property is located prior to servicing this notice.

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS (All other terms and conditions of your tenancy shall remain unchanged):

EFFECTIVE DATE OF CHANGE: The change shall take effect 30 days from service of this Notice or on _____, or as otherwise specified, whichever is later.

PROPERTIES OR TENANCIES COVERED BY THE TPA: Rental percentage increases referenced in this section are based on the increase from the lowest charged rent in the previous 12-month period. 1. Rent increase of 5% or less: The new rent shall be \$ _____ per month. 2. Rent increase more than 5% but NO MORE than the maximum allowed by the TPA. The maximum increase in rent allowed over the previous 12-month period is calculated by using a formula established in the TPA (Civil Code §1947.12(g)) but in no event greater than 10%. The new rent shall be \$ _____ per month.

PROPERTIES OR TENANCIES NOT SUBJECT TO THE TPA: Landlord is strongly advised to seek counsel from a qualified California real estate lawyer who is familiar with the TPA before selecting either of the options below. Rental percentage increases referenced in this section are based on the increase from the lowest charged rent in the previous 12-month period. 3. Rent increase of no more than 10%: The new rent shall be \$ _____ per month. 4. Rent increase greater than 10%: The new rent shall be \$ _____ per month. (Pursuant to California Civil Code §827, the change shall take effect 90 days from service of this Notice or on _____, whichever is later.)

ALL PROPERTIES 5. Security deposit shall be increased by \$ _____. 6. [X] Rent Cap and Just Cause Addendum (C.A.R. form RCJC) is attached and incorporated into the lease or rental agreement. 7. Other Changes not including rent: _____

IMPORTANT NOTES: * Under the TPA, the three main exemptions from rent increase caps and just cause eviction control are: (1) separately alienable single-family dwellings, including a condominiums, as long as the property is not: owned by a corporation; a limited liability company with a corporate member; or a real estate investment trust. For this exemption to apply, the landlord must first give the tenant applicable notice of the exemption; (2) dwellings built in the previous 15 years prior to this notice and (3) a duplex in which one of the units was owner occupied at the commencement and throughout the tenancy. Other exemptions may be applicable.



Landlord _____ Date _____
(Owner or Agent)

Landlord _____ Date _____
(Owner or Agent)

Tenant acknowledges receipt of this notice of change in terms of tenancy.

Tenant _____ Date _____

Tenant _____ Date _____

5. DELIVERY OF NOTICE/PROOF OF SERVICE:

This Notice was served by _____, on _____ (date)
In the following manner: (if mailed, a copy was mailed at _____ (Location))

Emailing a notice does not satisfy the requirements of Code of Civil Procedure §§1162(a) or 1162(b).

If this notice is being used solely to change the amount of rent to be paid, the service should be done by either option A1 or A2, below. If this notice includes any change to the terms other than rent (even if rent is also being changed), then, to comply with state law, service attempts must be done in the following order: A1, then B, then C.

A1. **Personal service.** A copy of the Notice was personally delivered to the above named Tenant.

A2. **Service by first class mail (for changes to rent only).** A copy of the Notice was sent by first class mail, postage prepaid. Five additional days were provided for in the notice above.

B. NOTE: SUBSTITUTED SERVICE MAY BE USED IF THE TENANT IS ABSENT FROM THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS.

Substituted service (if change includes something other than rent). A copy of the Notice was left with a person of suitable age and discretion at the Tenant's residence or usual place of business and a copy was mailed, by first class mail, postage prepaid, to the Tenant at the Premises.

C. NOTE: POSTING AND MAILING OF THE NOTICE MAY BE USED ONLY IF THE TENANT'S RESIDENCE OR USUAL PLACE OF BUSINESS CANNOT BE ASCERTAINED OR IF KNOWN THEN ONLY IF NO PERSON OF SUITABLE AGE AND DISCRETION CAN BE FOUND AT THOSE LOCATIONS.

Post and mail (if change includes something other than rent). A copy of the Notice was affixed to a conspicuous place on the Premises and a copy was mailed, by first class mail, postage prepaid, to the Tenant at the Premises.

(Signature of person serving Notice)

(Date)

(Print Name)

(Keep a copy for your records.)

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