



ADDITIONAL TENANTS

Rent Stabilization Bulletin

The Rent Stabilization Ordinance (RSO) allows a 10% rent increase for additional tenants. On December 8, 1990, Section 151.06 G was added to the RSO to disallow additional tenant increases for the first minor dependent child added to the household. As of July 15, 2011, Ordinance 181744 further amended the RSO with respect to additional tenants to include a time limit for notifying tenants of a rent increase for an additional tenant.

WHAT IS AN ADDITIONAL TENANT?

Section 151.06 G of the RSO defines an additional tenant as: Any tenant joining the occupants of the rental unit which results in an increase in the number of tenants existing at the inception of the tenancy. A guest is not considered an additional tenant until they have lived in the unit for 30 or more consecutive days.

HOW MUCH IS THE ADDITIONAL TENANT RENT INCREASE?

Landlords may increase the rent by 10% for each additional tenant. Landlords are required by the California Civil Code to give a 30-day written notice for all rent increases. However, if the rent is increased more than 10% in a twelve month period, a 60-day written notice (RAC 310.03) must be provided to the tenant.

WHEN MAY THE LANDLORD INCREASE THE RENT?

The landlord may increase the rent only after the additional tenant has resided in the unit for at least thirty days. Landlords are required by State law to give a written 30-day notice for all rent increases.

CAN A RENT INCREASE FOR ADDITIONAL TENANT BE ADDED TO THE TENANCY AT ANY TIME AFTER THE ADDITIONAL TENANT MOVES IN?

No. Under the ordinance, the landlord must notify the tenant/s of the rent increase within **60** days of obtaining actual or constructive knowledge of the additional tenant's occupancy. If the landlord fails to notify the tenant of a rent increase for the additional tenant within those 60 days, then the landlord cannot subsequently increase the rent for that additional tenant per Ordinance 181744.

A change in ownership and/or the sale of the property does not create a new 60-day period to assess an additional tenant rent increase for existing tenants.

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ARE THERE ANY EXEMPTIONS TO THE RENT INCREASE?

Yes, the exemptions are:

1. The rent may not be increased for the first minor dependent child (multiple births are considered as one child) added to the unit after December 8, 1990. A minor dependent child must be under age 18 and may be a natural child or an adopted child or a stepchild of an existing tenant of record; or a child placed for adoption or a foster child placed by an authorized placement agency or by order of the Court with an existing tenant of record.
2. No additional rent increase is allowed for minor dependent children already residing in the unit before December 8, 1990.

CAN A LANDLORD REFUSE TO ALLOW AN ADDITIONAL TENANT?

Yes. The landlord does not have to allow more than one additional adult or two additional minor dependent children. The landlord has the right to approve an additional adult tenant. However, the landlord's approval cannot be unreasonably withheld.

WHAT HAPPENS IF THE ADDITIONAL TENANT VACATES THE UNIT?

When the additional tenant/s vacate/s the unit, the rent for the remaining roommates must be reduced by an amount equal to the previous additional tenant increase, following notification in writing (a 30-day written notice) by the remaining tenant/s to the landlord. To avoid later disagreements, tenants should date the written notice, state the date the tenant intends to vacate the unit, and make a copy for themselves. It is best to deliver the notice to the landlord in person, or mail it by certified mail.

WHAT HAPPENS IF THE ORIGINAL TENANT OF RECORD MOVES OUT LEAVING AN OCCUPANT NOT APPROVED BY THE LANDLORD IN RESIDENCE?

The landlord may evict an occupant not approved by the landlord if the occupant is the sole person remaining in possession of the rental unit at the end of a lease term (LAMC151.09.A.7), or the landlord may rent the unit to the occupant. The initial rent shall be set at any amount by the landlord.

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