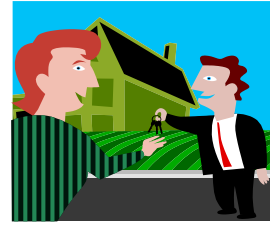




## TENANT RIGHT TO PRIVACY – LANDLORD RIGHT TO ENTER



Every tenant has a right to privacy, and the right to live in the rental property in “quiet enjoyment”. The right extends to all of the rental premises, including balconies, yards and garages if these areas are included in the rental agreement.

Landlords are required to observe these tenant rights, but also may have legitimate reasons that require them to enter the tenant’s rental property. California tries to balance these two interests by establishing specific rules defining the limits on the landlord’s right to enter. These rules cannot be waived by contrary terms in a lease or rental agreement.

### **A landlord may enter the rental property only for certain specific reasons:**

- ✓ In the case of an emergency such as a fire or broken water pipe
- ✓ To make necessary or agreed repairs or alterations or supply necessary or agreed services
- ✓ To exhibit the premises to prospective tenants or purchasers or contractors
- ✓ To make a “pre-departure” inspection when the current tenant is moving or to inspect smoke detectors, or a annual inspection in government funded housing
- ✓ When it is evident that the tenant has abandoned the premises
- ✓ Pursuant to a court order

**A landlord must give 24 hours written notice to the tenant of his intent to enter, and may only enter during normal business hours** (generally, M-F, 8 am to 5 pm). **Notices must include date, approximate time, and purpose of entry.** **These limitations do not apply if:**

- ✓ The tenant is present at the time of entry and agrees to waive the requirements, or
- ✓ The tenant and landlord agree orally to an entry to make repairs or supply services and the entry occurs within 1 week of the agreement, or
- ✓ The landlord is responding to an emergency, or
- ✓ The tenant has abandoned the premises, or
- ✓ The tenant has been advised in writing within the last 120 days that the property is for sale. Then, the landlord or agent need only give 24 hours *oral* notice of the date and actual time of entry to show the property. Written evidence of the entry must be left inside the unit.

If a landlord has followed the applicable rules for entry, the tenant does not have a right to refuse entry, or to dictate the time of entry. Also, a landlord has a right to require that the tenant provide keys to the unit, in order to safeguard the right to enter. However, the landlord may not abuse the right to enter or use it to harass the tenant.

For Assistance Call (510) 574-2270

## Periodic Maintenance Inspections

Some landlords seek to perform periodic inspections (usually once a year) to look for any needed repairs or unsafe conditions, such as inoperable smoke detectors, water leaks, mold, termite damage, tripping hazards, etc. While periodic maintenance inspections can be beneficial to tenants and landlords, California law does not give a private landlord the right to enter for that purpose unless the tenant consents. Any rental agreement provision that allows a landlord to enter for such inspections without the tenant's consent is unenforceable. Evicting a tenant who refused to allow such an inspection would constitute an illegal retaliatory eviction.

A tenant living in some types of subsidized or governmental provided housing may have to participate in an inspection as part of the certification process.

### California Civil Code Section 1954

1954. (a) A landlord may enter the dwelling unit only in the following cases:

- (1) In case of emergency.
  - (2) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5.
  - (3) When the tenant has abandoned or surrendered the premises.
  - (4) Pursuant to court order.
- (b) Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.
- (c) The landlord may not abuse the right of access or use it to harass the tenant.
- (d) (1) Except as provided in subdivision (e), or as provided in paragraph (2) or (3), the landlord shall give the tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be personally delivered to the tenant, left with someone of a suitable age and discretion at the premises, or, left on, near, or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to the tenant. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.
- (2) If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the landlord or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale and that the landlord or agent may contact the tenant orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose of the entry. At the time of entry, the landlord or agent shall leave written evidence of the entry inside the unit.
- (3) The tenant and the landlord may agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, the landlord is not required to provide the tenant a written notice.
- (e) No notice of entry is required under this section:
- (1) To respond to an emergency.
  - (2) If the tenant is present and consents to the entry at the time of entry.
  - (3) After the tenant has abandoned or surrendered the unit.