

Changing the Terms of a Tenancy

When is a landlord allowed to make changes to the terms of a tenancy?

When the tenant in a property is under a periodic (or month-to-month) tenancy, the landlord has the right to make certain modifications to the terms of the tenancy, such as raising the rent, increasing the security deposit, or changing the parking or maintenance rules. However, if the tenant is under a fixed term lease, the landlord may not unilaterally change the terms of the lease during that fixed term.

What kind of notice does the landlord have to give the tenant to change the terms of the tenancy?

Notices for all changes other than raising the rent:

- The notice must be given in writing. C.A.R. form Notice of Change in Terms of Tenancy (CTT) can be used.
- The tenant must be given at least a 30-day notice.
- The notice must be: 1) personally served; or 2) served by substituted service on another person (plus placed in the mail); or 3) served by posting on the property and putting in the mail the same day.
 - **NOTE: These methods of service must be attempted in this order**

Notices for raising the rent:

- The notice must be given in writing (C.A.R. form CTT)
- If the rent is being increased by 10% or less, only a 30-day notice is required.
 - NOTE: The 10% limitation applies over a 12-month period. This means that in order to only use a 30-day notice, *the total of any and all rent increases over the past 12 months can only be up to 10% of the lowest rent charged during that period.*
- If the rent is being increased by *more* than 10%, the tenant is entitled to a 60-day notice.
- The notice may be delivered at any time, not just at the beginning of the month. If new rent is effective at any time other than the first of the month, remember to prorate.
- The notice may be either personally served on the tenant or sent via mail. *However*, if by mail, you must add an additional 5 days onto the notice period, making it a 35 or 65-day notice.