



# Tenant Rights

California Civil Code § 1942.5

Summary of Provisions

FAQs

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The City of Oxnard cannot get involved in retaliatory eviction matters but these are your rights as a tenant. State law requires that landlords may not retaliate against a tenant to recover possession of a dwelling in any action or proceeding, cause the tenant to quit involuntarily, increase the rent of the tenant, or decrease any services to the tenant as a result of the tenant exercising their rights or because of a complaint to an appropriate agency as to tenantability of a dwelling within 180 days of certain circumstances. This document provides a summary of the laws governing retaliatory eviction in California. If you have additional questions please contact an attorney.

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## **1. UNDER WHAT CIRCUMSTANCES MUST A LANDLORD NOT RETALIATE AGAINST A TENANT?**

[California Civil Code (“CCC”) §§ 1942.5(a), 1942.5(b)]

- A. When a tenant is not in default as to the payment of their rent, a landlord may not retaliate against a tenant to recover possession of a dwelling in any action or proceeding, cause the tenant to quit involuntarily, increase the rent of the tenant, or decrease any services to the tenant as a result of the tenant exercising their rights or because of a complaint to an appropriate agency as to tenantability of a dwelling within 180 days of any of the following:
  - i. After the date upon which the tenant, in good faith, has given notice pursuant to Section 1942, has provided notice of a suspected bed bug infestation, or has made an oral complaint to the lessor regarding tenantability.

- ii. After the date upon which the tenant, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability.
- iii. After the date of an inspection or issuance of a citation, resulting from a complaint described in CCC § 1942.5(a)(2) of which the lessor did not have notice.
- iv. After the filing of appropriate documents commencing a judicial or arbitration proceeding involving the issue of tenantability.
- v. After entry of judgment or the signing of an arbitration award, if any, when in the judicial proceeding or arbitration the issue of tenantability is determined adversely to the lessor.
  - a. In each instance, the 180-day period shall run from the latest applicable date referred to in CCC § 1942.5(a)(1) to CCC § 1942.5(a)(5), inclusive.

B. A tenant may not invoke that a landlord's actions are retaliatory conduct under CCC § 1942.5(a) more than once in any 12-month period.

**2. RETALIATING AGAINST A TENANT FOR LAWFULLY ORGANIZING OR PARTICIPATING IN A TENANTS' ASSOCIATION OR AN ORGANIZATION ADVOCATING FOR TENANTS' RIGHTS IS RETALIATORY CONDUCT.**

[CCC § 1942.5(d)]

A. Notwithstanding CCC § 1942.5(a), it is unlawful for a lessor to increase rent, decrease services, cause a tenant to quit involuntarily, bring an action to recover possession, or threaten to do any of those acts, for the purpose of retaliating against the tenant because he or she has lawfully organized or participated in a tenants' association or an organization advocating tenants' rights or has lawfully and peaceably exercised any rights under the law. In an action brought by or against the tenant pursuant to CCC § 1942.5(d), the tenant shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory.

**3. REPORTING, OR THREATENING TO REPORT, THE TENANT TO IMMIGRATION AUTHORITIES IS RETALIATORY CONDUCT.**

[CCC §§ 1942.5(c), 1942.5(e), 1942.5(k)]

- A. To report, or to threaten to report, the tenant or individuals known to the landlord to be associated with the tenant to immigration authorities is a form of retaliatory conduct prohibited under CCC § 1942.5(a) and CCC § 1942.5(d). CCC § 1942.5(c) and CCC § 1942.5(e) shall in no way limit the definition of retaliatory conduct prohibited under CCC § 1942.5(a).
  - B. A lessor does not violate CCC § 1942.5(c) or CCC § 1942.5(e) by complying with any legal obligation under any federal government program that provides for rent limitations or rental assistance to a qualified tenant.
- 4. A LANDLORD MAY DO ANY OF THE ACTS DESCRIBED IN CCC § 1942.5(a) OR CCC § 1942.5(d) WHEN THERE IS A LAWFUL CAUSE.**

[CCC § 1942.5(f), 1942.5(g)]

- A. This section does not limit in any way the exercise by the lessor of his or her rights under any lease or agreement or any law pertaining to the renting of the lessor's property or his or her right to do any of the acts described in CCC § 1942.5(a) or CCC § 1942.5(d) for any lawful cause. Any waiver by a tenant of his or her rights under this section is void as contrary to public policy.
- B. Notwithstanding CCC § 1942.5(a) to CCC § 1942.5(f), inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in CCC § 1942.5(a) within the period or periods prescribed therein, or within CCC § 1942.5(d), if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in good faith, seeks to recover possession, increase rent, or do any of the other acts described in CCC § 1942.5(a) or CCC § 1942.5(d). If the statement is controverted, the lessor shall establish its truth at the trial or other hearing.

**5. A LANDLORD WHO RETALIATES AGAINST A TENANT SHALL BE LIABLE IN A CIVIL ACTION.**

[CCC § 1942.5(h), 1942.5(i)]

- A. Any lessor or agent of a lessor who violates this section shall be liable to the tenant in a civil action for all of the following:
  - i. The actual damages sustained by the tenant.
  - ii. Punitive damages in an amount of not less than one hundred dollars (\$100) nor more than two thousand dollars (\$2,000) for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice with respect to that act.
- B. In any action brought for damages for retaliatory eviction, the court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.

**6. ARE THERE OTHER OPTIONS FOR TENANTS?**

[CCC § 1942.5(j)]

- A. Retaliatory eviction remedies are cumulative in addition to any other remedies available under federal, state or local law.