



Landlord's Right to Enter & Tenant's Right to Privacy

(California Civil Code – Section 1954)

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.

Note: 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.

A landlord may not abuse the right of access or use it to harass the tenant.

The landlord must:

1. Give the tenant reasonable notice in writing of his or her intent to enter during normal business hours. The notice shall include the date, approximate time, and purpose of the entry.
2. Twenty-four (24) hours shall be presumed to be reasonable notice in absence of evidence to the contrary. Mailing of the notice at least six (6) days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.
3. Personally deliver notice to the tenant, leave notice with someone of a suitable age and discretion at the premises, or leave on, near or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice.

Unless:

1. The purpose of entry is to show the unit to prospective or actual purchasers, then the notice may be given orally, in person, by telephone or in writing within 120 days of the oral notice that the property is for sale.
2. The tenant and the landlord agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of entry (within one (1) week of agreement).

Note: No notice of entry is required under this section if (1) in response to an emergency, (2) the tenant is present and consents to the entry at that time, or (3) the tenant has abandoned or surrendered the unit.