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## **California Residential Landlord's Guide To Entering The Premises**

The tenant is granted “exclusive possession” of the leased premises in California; but there are certain circumstances when the landlord can enter, and a procedure for doing so. The rules on landlord entering residential premises are governed by statute (Civil Code 19540)

### ***1. Reasons for Entry***

A landlord may enter a tenant's “dwelling unit” during the tenancy term only for the following reasons:

**Emergencies** : In case of emergency.

**Showing to new tenants or purchasers**: To show the unit to prospective or actual new tenants, purchasers, mortgagees, workers or contractors.

**Repairs** : To make necessary or agreed-upon repairs, decorations, alterations or improvements. But, absent agreement, this does not include a right of entry to make extensive alterations that would unreasonably interfere with the tenant's possession

**Services** : To supply necessary or agreed-upon services.

**Abandonment or surrender**: When the tenant has abandoned or surrendered the premises.

**Court order**: Pursuant to court order.

**By agreement** :

the landlord may enter (again, strictly for one of the above purposes) only during normal business hours unless the tenant consents to an entry during other than normal business hours at time of the entry.

## ***2. Notice Required To Enter***

Except where entry is by agreement, the landlord must give the tenant “reasonable notice” in writing of intent to enter. The notice must include the date, approximate time and purpose of the entry. 24 hours advance notice is presumed “reasonable”.

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.”

Alternatively, the notice may be mailed to the tenant. Mailing the notice at least six days before the intended entry is presumed “reasonable” absent evidence to the contrary. Notice of intended entry to exhibit the premises to prospective or actual purchasers may be given orally, in person or by telephone, provided that, within 120 days before the oral notice, the landlord or landlord's agent gave the tenant written notice that the property is for sale and that the landlord or agent may contact the tenant orally for the purpose of showing the unit. Twenty-four hours' notice is presumed “reasonable” absent evidence to the contrary. The notice must include the date, approximate time and purpose of the entry.

Additionally, at the time of entry, the landlord or agent must leave “written evidence” of the entry inside the unit (e.g., a business card or written note).

No notice of entry (whether written or oral) is required (1) to respond to an emergency, (2) if the tenant is present and consents to the entry at the time of entry, or (3) after the tenant has abandoned or surrendered the unit.

## ***3. Tenant Recourse for Unauthorized Entry***

Damages cause of action: An unauthorized entry by the landlord is a trespass; and, depending upon the egregiousness of the abuse, may entitle the tenant to consequential damages for harassment, invasion of privacy, or negligent or intentional infliction of emotional distress. The particular cause of action and damages recoverable will depend upon the nature of the landlord's wrongful entry. Such actions are likely to be sustained only in cases of repeated and serious abuse.