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FREE GUIDE

CALIFORNIA HOMEOWNERS

Cash for keys in California: can you pay a tenant to move?

Landlords and tenants. Plain English, every fact sourced and dated.

INSIDE

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Questions? Talk with Fadi.
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Cash for keys in California: can you pay a tenant to move?

From Mr. Cash Offer, with Fadi Haweileh, CA DRE #02002344 · Facts checked November 23, 2026 · Online: mrcashoffers.com/guides/cash-for-keys-california/

QUICK ANSWER

Selling a rental doesn't end the tenant's lease or their rights. California has no state law that defines "cash for keys" or sets a form for it. A buyout is a written agreement where the tenant agrees to leave for money, and it must follow state and local rules. A tenant can't be forced to take one, and some cities add their own buyout rules.

If you're a tenant reading this, your rights are in here too.

At a glance

- **Voluntary sale:** the state guide says that "your legal rights as a tenant are not changed."
- **Lease:** a tenant with a lease can stay to the end of it on the same terms.
- **Rent-stabilized Los Angeles units:** a disclosure notice comes first, then a 30-day window to cancel.
- **San Francisco:** a Rent Board form first, at least 30 days of waiting, and 45 days to cancel after signing.
- **Never:** lockouts or other do-it-yourself evictions. Only a court case can remove a tenant.

Does selling end the lease?

No. The DRE's tenant guide says: "If your landlord voluntarily sells the rental unit that you live in, your legal rights as a tenant are not changed." Tenants who have a rental agreement "have the right to remain through the end of the rental agreement under the same terms and conditions."

Selling is not on the list of "just causes" for ending a tenancy.

What is "just cause," and does it apply?

Under the Tenant Protection Act, once a tenant has lived there lawfully for 12 months (24 in some cases where adult tenants were added), the owner can't end the tenancy without just cause. There are four "no-fault" reasons: the owner or a close family member moves in, taking the unit off the rental market, a government or court order to vacate, and demolition or a substantial remodel.

Selling the home isn't the same as taking it off the rental market. That reason has its own rules. If you're thinking about it, ask a landlord-tenant attorney first.

Not every home is covered. A single-family home or condo can be exempt, but only if the owner isn't a corporation, an LLC with a corporate member, or a real estate investment trust (a company that owns property for investors), and the tenant got the exact written exemption notice. Other exemptions include housing first approved for living in within the last 15 years, and a duplex where the owner lives in the other unit.

An exemption only lifts the just-cause rule. The notice rules below still apply, and a lease still binds the owner until it ends.

Cities with older or stronger local ordinances can apply those instead. If your city has no local rent or eviction ordinance, the state rules here are the ones that apply. Ask your city's housing office which rules cover your address.

What does a no-fault termination cost?

Under state law, the owner pays relocation equal to one month's rent, or waives the last month's rent. That's the state rule; a city with its own ordinance can require more. It's due "within 15 calendar days of service of the notice." If the owner doesn't follow the rules strictly, the notice is void. Penalties include actual damages, attorney's fees, and up to three times damages for willful conduct.

For owner move-in, the owner or relative must move in within 90 days after the tenant leaves and live there at least 12 months. If not, the owner must offer the unit back at the same rent and pay reasonable moving costs.

Is there a special notice when a home is sold?

How much notice when the home is sold?

Notice is separate from just cause. A lease still runs to its end.

30 days

- Only if all six conditions in this guide are true
- Among them: a person, not a company, buying to live there at least a full year

60 days

- Everyone else
- 30 days if the tenant has lived there under a year

Civil Code 1946.1(d) allows a shorter, 30-day notice for some sales. All six must be true:

1. The home can be sold separately from any other unit.
2. The owner has a contract with a real buyer acting in good faith and has opened escrow with a title insurer, title company, licensed escrow agent or licensed broker.
3. The buyer is one or more individual people, not a company.
4. The notice goes out no more than 120 days after escrow opened.
5. No earlier notice was given under this section.
6. The buyer in good faith "intends to reside in the property for at least one full year after the termination of the tenancy."

Otherwise the owner's notice is 60 days (30 days if the tenant has lived there under a year). This section only sets notice. Just cause can still be required where the Tenant Protection Act covers the home.

So what is cash for keys?

A voluntary written agreement: the tenant agrees to move out, and the owner pays. State law doesn't define it, set a price or give a form.

One thing is clear in the statute: a tenant can't sign away these protections. "Any waiver of the rights under this section shall be void as contrary to public policy."

Nobody should push. State law bars landlords from trying to make a tenant leave with threats, force or illegal entry.

What do Los Angeles and San Francisco require?

Buyout timing in two cities

Other cities may have their own rules.

Los Angeles (RSO units)

- First: the RSO Disclosure Notice, signed and dated, before any offer
- After signing: the tenant can cancel for 30 days, no penalty

San Francisco

- First: the Rent Board disclosure form, before negotiating
- Signing: no sooner than 30 days after talks start
- After signing: the tenant can cancel for 45 days

Los Angeles (units under the city's Rent Stabilization Ordinance). The city calls it a "cash for keys" agreement. "Before making a buyout offer or agreement, the landlord must give to the tenant the RSO Disclosure Notice, which must be signed and dated." The tenant "may cancel the Buyout Agreement

up to 30 days after signing it without obligation or penalty." The agreement must be in the tenant's primary language, and the landlord files it with the Housing Department within 60 days. "The tenant is not required to accept or sign the Buyout Agreement."

San Francisco. The landlord gives a Rent Board disclosure form before negotiating. The agreement "may be executed no sooner than 30 days after Buyout Negotiations commenced." A tenant can cancel the signed agreement for up to 45 days after signing.

Other cities may have their own rules. Check with yours.

What happens to the security deposit?

When the landlord sells, the landlord must either transfer the remaining deposit to the buyer and notify the tenant, or return it with an accounting. If neither happens, the buyer is responsible for it along with the seller. The sale "does not change the rights of the tenants to have their security deposits refunded when they move." After move-out, the landlord has 21 calendar days to return it with an itemized statement.

What if the tenant won't leave?

Lockouts and "all other self-help eviction remedies, are illegal." That means changing locks, removing belongings or shutting off utilities to force someone out. Eviction takes a court case. A tenant usually has ten court days to respond to the lawsuit, and if they don't move after a court order, the landlord asks the sheriff. California Courts says evictions "can take 30 to 45 days or more."

What to do this week

1. Read the lease and note the end date, the rent and the deposit.
2. Find out if the home is covered by the Tenant Protection Act or a city ordinance.
3. Talk with a landlord-tenant attorney before offering money or sending any notice.
4. If you're in Los Angeles or San Francisco, get the city's buyout forms first.
5. Keep every offer and message in writing, with no pressure.

Watch out for

- Changing locks, shutting off utilities or entering without notice. Never do these.
- Asking a tenant to sign away their rights. That's void.
- Offering money before the city's required disclosure form, where one applies.
- Tenants: you don't have to accept. Read your rights on the California Courts self-help site, or talk with your local legal aid office or your city's rent board, before signing.

Questions people ask

Can I sell my rental with tenants still living in it?

Yes. The lease continues with the new owner.

Does my tenant have to move if I sell?

Not just because of the sale. The shorter 30-day sale notice exists only when all six conditions above are met, and just cause can still apply. A tenant can't be forced to take a buyout.

Is cash for keys legal?

Yes, when it's voluntary and follows state and local rules. State law has no definition, form or price rule. Los Angeles and San Francisco regulate buyouts. Ask an attorney before you make an offer.

What happens to the deposit?

It goes to the buyer with notice to the tenant, or back to the tenant with an accounting.

Where Mr. Cash Offer fits

Fadi Haweileh is a California real estate salesperson (DRE #02002344) with eXp Realty of Greater Los Angeles, Inc. (DRE #02188471). If you sell to Mr. Cash Offer, the buyer is not your agent and can profit if the house is later resold. If you list with Fadi's team instead, he earns a commission. Either way he's paid. If selling turns out to be the right path, he'll show you a cash offer and what listing would likely net, side by side, and you decide. If it isn't, the steps above still apply. A cash offer is usually below full market value. Before you decide, get a second estimate from an agent who isn't buying.

Call Fadi, no pressure: **(909) 731-6884**



Questions about your situation?

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Sources

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- California Attorney General, Tenant Protection Act guide for landlords (https://oag.ca.gov/system/files/media/Tenant-Protection-Act-Landlords-and-Property-Managers-English.pdf)
- DRE, California Tenants guide, 2026 edition (https://www.dre.ca.gov/Publications/ResourceGuidebook/2026_Landlord_Tenant_Guide.pdf)
- Civil Code 1946.1, 1946.2, 1950.5 (https://leginfo.legislature.ca.gov)
- Los Angeles Housing Department, Tenant Buyout Notification Program (https://housing.lacity.gov/rental-property-owners/tenant-buyout-notification-program)
- SF Rent Board, Sec. 37.9E (https://www.sf.gov/information--sec-379e-tenant-buyout-agreements)
- California Courts Self-Help, evictions (landlords) (https://selfhelp.courts.ca.gov/eviction-landlord)
- California Courts Self-Help, evictions (tenants) (https://selfhelp.courts.ca.gov/eviction-tenant)

This guide explains general California rules. It isn't legal or tax advice.