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FREE GUIDE

CALIFORNIA HOMEOWNERS

# Can I sell my rental in California with tenants still living there?

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

INSIDE


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**Questions? Talk with Fadi.**
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# Can I sell my rental in California with tenants still living there?

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

**QUICK ANSWER**

Yes. In California, selling a rental doesn't end the lease or change the tenant's rights. The buyer takes over as the landlord, on the same lease terms. You can show the home to buyers with proper notice, and the security deposit has to be either transferred to the buyer or returned to the tenant, with notice.

If you're the tenant, this guide is for you too.

## At a glance

- **The lease:** a tenant with a lease can stay to the end of it, on the same terms.
- **Showings:** written notice, with 24 hours presumed reasonable, during normal business hours.
- **For-sale option:** after one written notice that the home is for sale, you can set showings by phone or in person for the next 120 days.
- **Deposit:** transfer it to the buyer and notify the tenant, or return it with an accounting.
- **Rent:** the new owner has 15 days to give tenants the name and address for rent and notices.

## What changes when a rental is sold, and what doesn't?

### When a rental is sold

A sale isn't a just cause to end a tenancy.

**What changes**

- Who the landlord is
- Who collects the rent
- Who holds the deposit, if it's transferred
- New owner gives rent and contact details within 15 days

**What doesn't**

- The lease, to its end, on the same terms
- The tenant's right to the deposit back
- Just-cause rules can still apply after the sale

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 with a rental agreement can stay "through the end of the rental agreement under the same terms and conditions."

What changes is who the landlord is: who collects the rent, holds the deposit and takes on the landlord's duties. The lease and the tenant's right to their deposit back stay the same, and just-cause rules can still apply after the sale (DRE). Just cause means a reason the law accepts for ending a tenancy. Selling isn't on the Tenant Protection Act's list of just causes for ending a tenancy. If you or the buyer want the home empty, the rules on just cause, notice and buyouts are in our cash for keys guide.

## Do tenants have to let buyers in?

Yes, with proper notice. Civil Code 1954 lets a landlord enter to "exhibit the dwelling unit to prospective or actual purchasers." The rules:

- **Written notice** with the date, approximate time and purpose of the visit, handed over, left at the door where it will be found, or mailed.
- **24 hours** is presumed reasonable notice. If you mail it, mail it at least six days ahead.
- **Normal business hours** only, unless the tenant agrees at the time to another time. The DRE describes this as "generally, 8 a.m. to 5 p.m. seven days per week."
- **No notice** is needed in an emergency, or if the tenant is home and agrees then.

## What is the 120-day "for sale" notice?

### Showing a rented home: the numbers

Normal business hours only, unless the tenant agrees at the time. Mailed notice: at least 6 days ahead. Leave written proof of an orally noticed visit.

**24 hours**
written notice is presumed reasonable

**120 days**
after a written for-sale notice, showings can be set by phone or in person

**$2,000**
top penalty per violation, if a tenant wins in court over a significant, intentional entry breach meant to push them out

A sale can mean several showings, and the law has a shortcut for that. If you (or your agent) give the tenant written notice that the home is for sale and that you may contact them orally to set up showings, then for the next 120 days you can give showing notice in person or by phone. The oral notice still needs the date, approximate time and purpose, and 24 hours is still presumed reasonable.

When you enter after an oral notice, you have to leave written proof of the visit inside the unit. The DRE gives "a business card" as an example.

The law also says a landlord "may not abuse the right of access or use it to harass the tenant." A significant, intentional breach of these entry rules done to push a tenant to move is unlawful, and a tenant who wins in court can get up to $2,000 for each violation.

## What happens to the security deposit?

You have two choices, and you must do one "within a reasonable time":

1. **Transfer it to the buyer.** After any lawful deductions, notify the tenant, in person or by first-class mail, of the transfer, any claims against the deposit, the amount deposited, and the buyer's name, address and phone number.
2. **Return it to the tenant,** after lawful deductions, with an itemized accounting.

Before closing, you also give the buyer a written statement of the deposit left, any deductions, and which choice you made.

If neither happens, the buyer is responsible for the deposit along with you, and the DRE's guide says a new landlord "cannot charge a new security deposit to current tenants simply to make up for security deposits that the new landlord failed to obtain from the selling landlord."

## Who does the tenant pay rent to after the sale?

The lease, or a written statement, must give the name, phone number and address of the manager, of the owner or agent who receives notices, and of whoever takes the rent, plus how rent can be paid. A new owner must provide this within 15 days of taking over. Until they do, they can't evict for rent that came due in that gap, though the tenant still owes it.

## What's an estoppel certificate or a rent roll?

- **A rent roll** is a term buyers use for a simple list of each unit with its rent, deposit, lease dates and anything owed.
- **An estoppel certificate** is a term buyers use for a short statement the tenant signs confirming the basic lease facts (rent, deposit, lease dates, any side deals), so the buyer isn't relying only on the seller's word.

We didn't find a state rule that makes a residential tenant sign one. Check what your lease says, and ask an attorney before you ask a tenant to sign anything. Tenants: read it carefully before signing.

## Investor buyer or a buyer who'll live there?

- **A buyer who wants a rental** may want to keep the lease and the rent. They may ask for the lease, the deposit details and a rent roll.
- **A buyer who wants to live there** needs the home empty, and the law decides if and when that can happen. A tenant with a lease can stay to the end of it. California has a shorter, 30-day notice for some sales, but only when six conditions are all met, including that the buyer is one or more individual people who in good faith intend to live there at least a full year. Where the Tenant Protection Act covers the home, just cause can still be required. Our cash for keys guide lists all six conditions and the just-cause rules.

## Does my city have its own rules?

Maybe. Local rent or just-cause ordinances adopted on or before September 1, 2019, or later ones that protect tenants more, apply instead of the state's just-cause and rent-cap rules. The DRE's tenant guide lists cities with rent control ordinances "as of 2024" (Appendix 2), but it may not be current. Ask your city's housing office which rules cover your address.

## Describe the lease, not the people

When you talk about the sale, talk about the lease terms, the rent and the home's condition. Never describe who the tenants are. California's fair housing law bars any notice, statement or ad about a sale or rental that shows a preference based on traits such as race, religion, disability, familial status or source of income.

### What to do this week

1. **Pull the paperwork:** the lease, rent history, deposit amount and any planned deductions.
2. **Check which rules apply:** the Tenant Protection Act, an exemption, or a city ordinance. Ask your city's housing office.
3. **If you'd like to set showings by phone, send the written "for sale" notice first.** Keep a log of every showing notice and visit.
4. **Decide the deposit plan** (transfer or return) and write the statement for the buyer.
5. **Talk with a landlord-tenant attorney** before sending any notice to end a tenancy or offering money to move.

### Watch out for

- **Entering without notice, outside business hours, or to pressure a tenant to leave.** A significant, intentional breach meant to push a tenant out can cost up to $2,000 per violation.
- **Lockouts, cutting utilities or removing belongings.** Self-help evictions are illegal; only a court case can remove a tenant.
- **Asking a tenant to give up their rights.** Tenant Protection Act rights can't be waived.
- **Tenants:** you can find tenant help through housing.ca.gov, the State Bar's lawyer referral line at (866) 442-2529, or LawHelpCA.org (all listed in the DRE's tenant guide).

## Questions people ask

### Can I sell my rental house with tenants living in it?

Yes. The lease carries over to the buyer on the same terms.

### Does my tenant have to let buyers see the house?

Yes, with proper notice during normal business hours (see the 120-day option above).

### What happens to my tenant's deposit when I sell?

You transfer it to the buyer and notify the tenant, or return it to the tenant with an accounting.

### Does the new owner have to keep the lease?

Yes. A tenant with a lease can stay to the end of it on the same terms.

## 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. If selling turns out not to be the right path, the steps above still apply.

Related: Selling a house as-is in California and Cash offer or list it?

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



### Questions about your situation?

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### Sources

Checked on November 23, 2026. California statutes are on the Legislature's site (open the links in a regular browser).


- Civil Code 1954: landlord entry and showings (https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum=1954)
- Civil Code 1940.2: pressuring a tenant to move, and the $2,000 penalty (https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum=1940.2)
- Civil Code 1950.5: security deposits, including (i) to (k) on a sale (https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum=1950.5)
- Civil Code 1962: owner, manager and rent payment details; new owners (https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum=1962)
- Civil Code 1946.1: notice to end a tenancy, including the 30-day sale notice (https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum=1946.1)
- Civil Code 1946.2: Tenant Protection Act just cause (https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum=1946.2)
- Government Code 12955: fair housing (https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV&sectionNum=12955)
- DRE, "California Tenants" guide, 2026 edition (pages 40, 48 to 50, 67, 87 to 88, 125 to 127) (https://www.dre.ca.gov/Publications/ResourceGuidebook/2026_Landlord_Tenant_Guide.pdf)
- 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)
- California Courts Self-Help, evictions (landlords) (https://selfhelp.courts.ca.gov/eviction-landlord)


*This guide explains general California rules. It isn't legal or tax advice. Talk with a landlord-tenant attorney about your situation.*