

## Know the Law about Family Child Care Homes in California Rental Property

### Rules Renters Must Know

#### **Can renters provide child care in their home?**

**Yes.** Renters and members of homeowner associations can provide family child care (home-based child care) from their homes.<sup>1</sup>

You can provide care for

- Up to 6 children with a small family child care license, **or**
- Up to 12 children with a large family child care license.<sup>2</sup>

#### **What if my landlord says my rental agreement does not allow family child care homes?**

If your rental or “lease” agreement says you cannot

- provide child care at home, **or**
- have a business or commercial activity in your home –

you can ignore those parts of your lease because they do not apply to family child care homes.<sup>3</sup>

If you have a family child care license, you can provide child care from your

- Single-family home or duplex;
- Apartment, condominium, townhome;
- Residential rental unit within other types of multi-family buildings;<sup>4</sup> **or**
- Mobile homes and manufactured homes.<sup>5</sup>

Under California law, you can have a licensed family child care home in your rental home. This is because – legally – family child care is not a “business” or “commercial” use of property.<sup>6</sup>

#### **Can my landlord evict me because of my family child care home?**

**No.** It is illegal for your landlord to evict you *just* because you have or plan to have a licensed family child care home.<sup>7</sup>

**But** your landlord *can* evict you for other legal reasons, like not paying rent on time or damaging the property. You still need to follow all other rules in your lease.

#### **What if my landlord evicts me for a different reason, but the real reason is my family child care home?**

It is illegal for your landlord to evict you for other reasons *if* the real reason is that you have a licensed family child care home.

If this happens:

- Save copies of all letters, notes, and notices from your landlord or other person in charge of your rental home.
- Keep written notes about all conversations with your landlord. Write down the dates and places of these conversations.

#### **Can a landlord refuse to rent to me because I *plan* to have a family child care home?**

**No.** It is illegal for a landlord to refuse to rent to you because you have or plan to have a licensed family child care home.<sup>8</sup>

#### **Do I have to tell my landlord that I am a family child care provider?**

**Yes.** You must tell your landlord *in writing* that you plan to provide licensed family child care in the home.<sup>9</sup>

Send your landlord a copy of the [Property Owner/Landlord Notification Family Child Care Home form](#) (LIC 9151).

Find Form LIC 9151 on Community Care Licensing Division's website:

- In English:  
<https://www.cdss.ca.gov/cdssweb/entres/forms/English/LIC9151.pdf>.
- In Spanish:  
<https://www.cdss.ca.gov/cdssweb/entres/forms/spanish/lic9151sp.pdf>.

### **When should I tell my landlord that I am a family child care provider?**

If you are *starting* a family child care home, you must tell your landlord in writing **at least 30 days before** you start providing child care.<sup>10</sup>

If you *already* have a family child care home and move to a new home, ask your Licensing Program Analyst (LPA) about the deadline to notify your landlord.

**Warning!** When you transfer your license to a new address, the deadline to tell your landlord may be less than 30 days.<sup>11</sup>

### **Limits on Children You Care For**

#### **Can renters care for more than 6 children in their small family child care home?**

**Maybe.** If you are a small family child care provider, you may care for **up to 8 children** if these requirements are met:

- Your landlord signs the [Property Owner/Landlord Consent Form](#) (LIC 9149) and checks the box that says you care for more than 6 and up to 8 children;
- The 2 additional children must be:
  - Attending Transitional Kindergarten, Kindergarten, or elementary school, **and**
  - 1 or both children must be at least 6 years old;
- When you care for more than 6 children, you must not care for more than 2 infants at the same time; **and**

- You notify the families of all the children in your care that you are going to add 1 or 2 more school-age children.<sup>12</sup>

Use this form to notify the families: [Parent Notification – Additional Children in Care Form](#) (LIC 9150). You complete the top part; the parent or guardian fills out the bottom part.

Find the [Property Owner/Landlord Consent Form \(LIC 9149\)](#) on Community Care Licensing Division's website:

- In English:  
<https://www.cdss.ca.gov/cdssweb/entres/forms/English/LIC9149.pdf>
- In Spanish:  
<https://www.cdss.ca.gov/cdssweb/entres/forms/Spanish/LIC9149SP.pdf>.

#### **What if my landlord says I *cannot* care for more than 6 children in my small family child care home?**

You have 2 options:

1. Limit the number of children you care for to 6, **or**
2. Get a license to run a large family child care home. This option allows you to care for up to 12 children without your landlord's permission.

#### **Can renters care for more than 12 children in their large family child care home?**

**Maybe.** If you are a large family child care provider, you can care for **up to 14 children** if all these requirements are met:

- Your landlord signs the [Property Owner/Landlord Consent Form](#) (LIC 9149) and checks the box that says you care for more than 12 and up to 14 children;
- The 2 additional children must be:
  - Attending Transitional Kindergarten, Kindergarten, or elementary school, **and**
  - 1 or both children must be at least 6 years old;

- When you care for more than 12 children, you must not care for more than 3 infants at the same time; **and**
- You notify the families of all the children in your care that you are going to add 1 or 2 more school-age children.<sup>13</sup>

Use this form to notify the families: [Parent Notification – Additional Children in Care Form](#) (LIC 9150). You complete the top part; the parent or guardian fills out the bottom part.

Find the [Property Owner/Landlord Consent Form](#) (LIC 9149) on Community Care Licensing Division’s website:

- In English:  
<https://www.cdss.ca.gov/cdssweb/entres/forms/English/LIC9149.pdf>
- In Spanish:  
<https://www.cdss.ca.gov/cdssweb/entres/forms/Spanish/LIC9149SP.pdf>.

### **What if my landlord says I *cannot* care for more than 12 children in my large family child care home?**

You can limit the number of children you care for to 12, without your landlord’s permission.

### **Can my landlord tell me what days and hours I can run my family child care home?**

**No.** Landlords cannot restrict or set the days and hours of your licensed family child care home.<sup>14</sup> You may choose any hours, including day, evening, and weekends.

**But** you must follow the rules in your rental agreement, such as paying your rent on time.

### **Insurance and Money Issues**

### **Can my landlord raise my rent because of my family child care home?**

**No.** Landlords cannot raise your rent *just* because you have a licensed family child care home.<sup>15</sup>

**But** landlords can raise your rent for other reasons, as long as they follow state and local rent control laws.

### **Can landlords demand a larger security deposit because of my family child care home?**

**Yes.** A landlord can increase your security deposit because you run a licensed family child care home. They can do this when you first start renting, or when they find out you have a family child care home.<sup>16</sup>

**But** landlords cannot charge you more than:

- 2 months’ rent for an unfurnished unit, **or**
- 3 months’ rent for a furnished unit.<sup>17</sup>

**Starting July 1, 2024**, landlords can only charge renters a security deposit equal to 1 month’s rent, for both unfurnished *and* furnished units.<sup>18</sup>

Landlords can make family child care providers pay the *maximum* security deposit – even if other renters pay less than the maximum.

### **Do I have to get child care liability insurance to have a family child care home?**

**No.** The law does not require child care liability insurance for a family child care home.<sup>19</sup>

**But** if you do not get liability insurance, all families in your program *must* sign the [Affidavit Regarding Liability Insurance for Family Child Care Homes](#) (LIC 282).<sup>20</sup> This form says they know:

- You don’t have liability insurance, **and**
- Your landlord’s insurance does not cover child care-related claims.<sup>21</sup>

You must keep the signed LIC 282 forms in each child’s file.

**Warning!** These are private documents. You may share them with Community Care

Licensing, but do not show or give them to your landlord.

### **Can landlords demand renters get child care liability insurance?**

**No.** Your landlord cannot demand you get child care liability insurance. It is illegal for a landlord to tell you how to run your licensed family child care home.<sup>22</sup>

### **What if my landlord says their homeowners insurance could get canceled or not renewed because of my family child care home?**

It is illegal for insurance companies to cancel or refuse to renew a homeowners insurance policy *just* because a licensed family child care home is on the property.<sup>23</sup> Tell your landlord about this law.

### **Can I get child care liability insurance if I want to?**

**Yes.** In fact, the Child Care Law Center *strongly* recommends you get liability insurance because:

- Form LIC 282 *does not* protect you from being sued. It only means the parent or guardian knows you do not have liability insurance.
- A landlord's homeowners insurance policy *will not* cover claims related to family child care homes.<sup>24</sup>

### **Can my landlord or Homeowner Association (HOA) demand that I add them to my child care liability policy?**

**Yes,** but *only if* all these conditions are met:

- You already have or are getting child care liability insurance;
- Your landlord or HOA asks in *writing* to be added to your policy;
- Your policy will not be canceled if you add your landlord or HOA; **and**
- Your landlord or HOA will pay any extra cost to add them to your policy.<sup>25</sup>

## **Working with Landlords and Neighbors**

### **What if my landlord tries to evict me or raise my rent because I have a family child care home?**

It is illegal for your landlord to evict you or raise your rent *just* because you have or plan to have a licensed family child care home.<sup>26</sup>

If this happens to you:

- Find and talk to a lawyer at [LawHelpCA](#), or find one using the Lawyer Referral Service at [your county's bar association](#) or the [California State Bar Association](#), before you respond to your landlord;
- Contact your local tenant's rights organization;
- Consider [filing a housing complaint](#) with the Civil Rights Department; **and**
- Act quickly. Cases about eviction and rent increases have strict deadlines. Depending on the reason, you may have only **3 or 5 days** to respond.

**Warning!** If you miss the deadline to respond to an eviction, you may lose your case.

### **What if my landlord interferes with my family child care home or tries to make me close down?**

You have rights. A landlord is not allowed to tell you how to run your family child care home or try to close you down.

If this happens, you should contact us right away.

#### **Child Care Law Center**

[www.childcarelaw.org/help](http://www.childcarelaw.org/help), 415-558-8005 extension 1.

### **How can I build good relationships with my landlord and neighbors?**

Some landlords or neighbors may think you are running a *child care center*, not a family child care home. You can explain that:

- Family child care providers must keep their homes clean and safe while running

their child care. This tends to make them very good renters.

- Family child care providers offer an important and much-needed service to local families.
- Family child care homes care for a limited number of children.
- Family child care providers are the eyes and ears of the neighborhood.
- Community Care Licensing monitors family child care homes and makes a surprise visit to inspect family child care homes once a year.

Tell your landlord you will:

- Limit the wear and tear on your rental home and they can use your security deposit to cover any excessive wear and tear when you move out;
- Keep the number of children within the legal limits of your license;
- Respect noise concerns, for example keeping the children indoors in the early morning and late evening;
- Will not cause extra traffic because you will only care for a limited number of children, and drop-off/pick-up times are usually staggered;
- Do your best to conserve water and energy; **and**

- Never leave the children alone. This is a rule you must follow to keep your license.<sup>27</sup>

### Where can I find legal help for family child care providers?

- If you are a renter with a low income and receive an eviction notice or an illegal rent increase from your landlord, visit LawHelpCA at <https://www.lawhelpca.org/> to find a housing attorney and other legal housing resources.
- If you are a renter living in Los Angeles County, contact Public Counsel at 213-385-2977 extension 300, or <https://publiccounsel.org/services/child-care-day-care/>.
- California has many community housing rights organizations that can help. Search the Internet for “tenant rights organization near you.”
- Private lawyers and low- and no-cost legal services can also help. Contact [your county's bar association](#) or the [California State Bar Association](#) for a referral.
- California's Department of Consumer Affairs has a Guide to help renters. Look for “California Tenants” at [www.dca.ca.gov](http://www.dca.ca.gov).



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**Legal Information – Not Legal Advice.** This publication is meant to give you legal information; it is not legal advice. The Child Care Law Center is not your lawyer. The law changes often. For advice about your particular situation, contact a lawyer.

**Endnotes:** The citations below are linked to the California laws and your rights on this topic. Read them and/or contact your local law library. They can help you understand the laws.

#### Endnotes:

<sup>1</sup> [Cal. Health & Safety Code § 1597.41\(a\)-\(c\)](#).

<sup>2</sup> [Cal. Health & Safety Code § 1596.78\(a\)-\(d\)](#).

<sup>3</sup> [Cal. Health & Safety Code § 1597.41\(a\)-\(c\)](#).

<sup>4</sup> Cal. Health & Safety Code §§ [1596.78\(d\)](#); [1597.45\(e\)](#).

<sup>5</sup> Family child care homes include a “...dwelling unit that is rented, leased, or owned” under [Section 455.2 of the 2022 California Building Code](#), which pertains to fire safety for family child care homes. The fire safety-related Title 14 of the California Code of Regulations that supplements the California Building Code defines “dwelling unit” as a “residential unit,” which includes mobile homes and manufactured homes. Cal. Code of Regs., tit. 14, § 1267.00(a).

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- <sup>6</sup> [Cal. Health & Safety Code § 1597.43\(a\)](#).
- <sup>7</sup> [Cal. Health & Safety Code § 1597.41\(a\)-\(c\)](#), [Cal. Civ. Code § 1942.5\(a\)](#) (An eviction or threat of eviction in retaliation for a renter's lawful and peaceable exercise of any legal right is a violation of law).
- <sup>8</sup> [Cal. Health & Safety Code § 1597.41\(a\)-\(d\)](#).
- <sup>9</sup> [Cal. Health & Safety Code § 1597.41\(d\)\(1\)](#). (An applicant for a family child care home license must certify under penalty of perjury that they have given notice to their landlord. See "Application For A Family Child Care Home License (LIC 279)": <http://www.cdss.ca.gov/cdssweb/entres/forms/English/LIC279.pdf>).
- <sup>10</sup> [Cal. Health & Safety Code § 1597.41\(d\)\(1\)](#).
- <sup>11</sup> [Cal. Health & Safety Code § 1597.41\(d\)\(2\)](#).
- <sup>12</sup> [Cal. Health & Safety Code § 1597.44\(a\)-\(d\)](#).
- <sup>13</sup> [Cal. Health & Safety Code § 1597.465\(a\)-\(d\)](#).
- <sup>14</sup> [Cal. Health & Safety Code § 1597.41\(a\)-\(c\)](#).
- <sup>15</sup> [Cal. Health & Safety Code § 1597.41\(b\)-\(c\)](#); See [Cal. Civ. Code § 1942.5\(a\)](#) (Increasing a renter's rent in retaliation for a renter's lawful and peaceable exercise of any legal right is a violation of law).
- <sup>16</sup> [Cal. Health & Safety Code § 1597.41\(d\)\(4\)](#).
- <sup>17</sup> [Cal. Civ. Code § 1950.5\(c\)](#).
- <sup>18</sup> [Cal. Civ. Code § 1950.5\(c\)](#).
- <sup>19</sup> [Cal. Health & Safety Code § 1597.531\(a\)](#).
- <sup>20</sup> [Cal. Health & Safety Code § 1597.531\(a\)](#).
- <sup>21</sup> [Cal. Health & Safety Code § 1597.531\(a\)](#).
- <sup>22</sup> [Cal. Health & Safety Code § 1597.41](#).
- <sup>23</sup> [Cal. Health & Safety Code § 1597.41\(a\)-\(c\)](#); [Cal. Ins. Code §§ 676](#) (family child care homes are not listed as a permissible reason to cancel an insurance policy), [676.1](#) (stating that insurance companies cannot arbitrarily fail to renew a policy because the policyholder has a family child care home and homeowner's insurance policies cannot cover liability arising out of or in connection with a family child care home), [679.74](#) (prohibiting insurance companies from canceling or refusing an application of residential policy based on source of income).
- <sup>24</sup> [Cal. Ins. Code § 676.1\(c\)](#). ("It shall be against public policy for a residential property insurance policy to provide coverage for liability for losses arising out of, or in connection with, the operation of a family day care home. This coverage shall only be provided by a separate endorsement or insurance policy for which premiums have been assessed and collected.").
- <sup>25</sup> [Cal. Health & Safety Code § 1597.531\(b\)](#). (These same liability insurance rules apply when a family child care home is operating on premises which share common space that is governed by a homeowner association).
- <sup>26</sup> [Cal. Health & Safety Code § 1597.41\(a\)-\(c\)](#), [Cal. Civ. Code § 1942.5\(a\)](#) (An eviction or threat of eviction in retaliation for a renter's lawful and peaceable exercise of any legal right is a violation of law).
- <sup>27</sup> [Cal. Health & Safety Code § 1596.78\(a\)-\(d\)](#).