

Kimball, Tirey & St. John LLP

Political Signs on Residential Properties

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With the first two debates behind us and one more to go, the 2016 election is really heating up and may just be one of the most contentious presidential elections in recent history. As we get closer to election time, it is important for residential rental owners and managers to be familiar with California laws regarding political signs on rental properties, including single family homes as well as multi-family dwellings.

Originally enacted in 2012, California Civil Code §1940.4 establishes the rights and obligations of both residential tenants and landlords regarding political signs on rented property.

Even if a lease or rental agreement has a provision generally prohibiting the displaying of signs or other displays, a landlord may not prohibit a tenant from posting or displaying political signs relating to any of the following:

1. An election or legislative vote, including an election of a candidate to public office.
2. The initiative, referendum, or recall process.
3. Issues that are before a public commission, public board, or elected local body for a vote.

In a multifamily dwelling, such as an apartment home, these political signs may be posted or displayed in the window or on the door of the tenant's premises. In a single family home, political signs may be posted or displayed from the yard, window, door, balcony, or outside wall of a single-family dwelling. This applies even if your lease generally prohibits signs or displays in these areas.

A landlord may restrict signage based upon the following:

1. Size: A Landlord may restrict signs to no larger than six (6) square feet.
2. Time frame: A landlord may restrict the time frame the of the sign/display in accordance with local ordinance; if no local ordinance exists, the landlord may set a reasonable time frame which allows display at least 90 days prior to and for up to 15 days after the election or vote.
3. Law: A landlord may restrict the display if the posting or displaying would violate a local, state, or federal law.
4. CID: A landlord may restrict signage if the posting or displaying would violate a lawful provision in a common interest development.

Below is a text of the law:

Civil Code §1940.4

(a) Except as provided in subdivision (c), a landlord shall not prohibit a tenant from posting or displaying political signs relating to any of the following:

- (1) An election or legislative vote, including an election of a candidate to public office.*
- (2) The initiative, referendum, or recall process.*
- (3) Issues that are before a public commission, public board, or elected local body for a vote.*

(b) Political signs may be posted or displayed in the window or on the door of the premises leased by the tenant in a multifamily dwelling, or from the yard, window, door, balcony, or outside wall of the premises leased by a tenant of a single-family dwelling.

(c) A landlord may prohibit a tenant from posting or displaying political signs in the following circumstances:

- (1) The political sign is more than six square feet in size.*
- (2) The posting or displaying would violate a local, state, or federal law.*
- (3) The posting or displaying would violate a lawful provision in a common interest development governing a document that satisfies the criteria of Section 1353.6.*

(d) A tenant shall post and remove political signs in compliance with the time limits set by the ordinance for the jurisdiction where the premises are located. A tenant shall be solely responsible for any violation of a local ordinance. If no local ordinance exists or if the local ordinance does not include a time limit for posting and removing political signs on private property, the landlord may establish a reasonable time period for the posting and removal of political signs. A reasonable time period for this purpose shall begin at least 90 days prior to the date of the election or vote to which the sign relates and end at least 15 days following the date of the election or vote.

(e) Notwithstanding any other provision of law, any changes in the terms of a tenancy that are made to implement the provisions of this section and are noticed pursuant to Section 827 shall not be deemed to cause a diminution in housing services, and may be enforced in accordance with Section 1161 of the Code of Civil Procedure.

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