Landlord Security Duties in California: What You’re Liable For (and What You’re Not)



Quick Answer

A crime alone doesn’t make a California landlord liable. Landlords are not insurers of their tenants’ safety. Subject to statutory exceptions, Civil Code §1941.3 requires

> deadbolts on main swinging unit-entry doors, locking devices on covered windows that open, and code-compliant locks on exterior doors into common areas of multifamily buildings. Liability for a crime committed by someone else turns on **foreseeability** (what risk you knew about or should have known about, such as a defective lock or earlier similar crimes), whether a reasonable precaution was skipped, and whether that failure contributed to the harm. A duty to hire security guards generally requires heightened foreseeability, which can come from prior similar incidents or other serious warning signs.

Key Facts: California Landlord Security Duties

What	The rule	Source
Deadbolt on each main swinging entry door to a unit	Bolt must extend at least 13/16 inch when locked. Horizontal sliding doors are exempt; some existing locks and government-approved alternatives also qualify.	Civil Code §1941.3(a)(1) · *Required by law*
Locks on windows designed to be opened	Louvered and casement windows are exempt, as are windows more than 12 ft vertically or 6 ft horizontally from the ground, a roof or another platform	§1941.3(a)(2) · *Required by law*
Exterior doors into common areas (multifamily)	Doors that provide entry to common areas with access to units must have locks that comply with fire and safety codes	§1941.3(a)(3) · *Required by law*

What	The rule	Source
When a defective lock becomes your problem	You can be liable for a violation if you don’t correct it within a reasonable time after you either have actual notice of it or receive notice. A tenant report is one way you get notice; seeing it yourself is another.	§1941.3(b) · *Required by law*
Lock change for a tenant protected from abuse	Within 24 hours of a written request with the documentation the applicable section requires, at your expense. If the restrained person is a co-tenant (§1941.6), a qualifying court order excluding them is required.	§1941.5 / §1941.6 · *Required by law*
When security guards can be required	Only with a “high degree of foreseeability,” which can come from prior similar incidents or other serious warning signs	Ann M. v. Pacific Plaza (1993) · *Case law*
Security cameras	Not on the §1941.3 list. Promises you make, other rules and property-specific risk need separate assessment.	§1941.3 · *Not required by §1941.3*

Are California Landlords Liable for Crime at a Rental? Security Duties Explained

Video Transcript

Are you liable when a tenant is the victim of a crime at your rental? A crime alone doesn’t make a California landlord liable. But a few things change the picture fast.

First, the basics the law requires. With some exceptions, Civil Code section 1941.3 requires deadbolts on main entry doors, locks on windows that open, and code-compliant locks on exterior doors into the common areas of a multifamily building.

Second, knowledge. Once you know a required lock is defective, whether a tenant told you or you saw it yourself, act promptly and document the repair. Courts look at what you knew and what you did about it. A broken lobby lock, earlier break-ins, or complaints about strangers in the hallway can make the next incident more foreseeable.

What you don’t automatically owe: security guards, or protection from crime nobody could have predicted. California’s Supreme Court has said landlords aren’t insurers of public safety.

At AEBP, we treat a broken entry or lobby lock as an emergency, with a vendor sent the same day. In our view, working locks, good lighting and secure mail can help reduce risk and support tenant retention.

The full guide, with the comparison table and five common questions, is linked below.

The Short Answer: A Duty, Not a Guarantee

A California landlord’s security duty is real but limited. You have to provide and maintain specific locking hardware, keep common areas in reasonable repair, and act on problems once you know about them. You do not have to guarantee that no crime ever happens on the property. The California Supreme Court put it plainly in *Ann M. v. Pacific Plaza Shopping Center* (1993): going further would force landlords “to become the insurers of public safety, contrary to well-established policy.”

Most liability cases don’t turn on whether a crime happened. They turn on two questions. Did the landlord know, or should they have known, about a specific risk? And was there a reasonable step they didn’t take? Everything below is a version of those two questions.

What California Law Requires: The §1941.3 Lock List

Since July 1, 1998, Civil Code §1941.3 has required landlords of residential buildings to install and maintain three things. *Required by law:*

1. **An operable deadbolt on each main swinging entry door of a unit.** The bolt must extend at least 13/16 inch beyond the strike edge when locked. Horizontal sliding doors are exempt. An older lock that met earlier standards can stay until it needs repair or replacement, and then it must be replaced with a compliant one. Locks and devices that a state or local agency has inspected and approved also satisfy the requirement.
2. **Operable security or locking devices on windows designed to be opened.** Louvered windows, casement windows, and windows more than 12 feet vertically or 6 feet horizontally from the ground, a roof or another platform are exempt.
3. **Locking mechanisms on exterior doors that provide entry to common areas with access to units** in multifamily buildings. These must comply with fire and life safety codes, so a lobby lock still has to let people out in an emergency.

Three parts of the statute matter just as much as the list. First, the tenant is responsible for telling you when a lock doesn't work. Second, you're liable for a violation if you don't correct it within a reasonable time after you either have actual notice of the problem or receive notice of it. A tenant's email, text or maintenance request is the most common way that happens, but a broken lock you notice on a walk-through counts too. If you don't fix it, the tenant can use the repair remedies in Civil Code §1942 and related sections, and can raise it as a defense in an eviction case. Third, the statute says a violation doesn't broaden or limit your general duty of care. Liability for a crime still depends on the usual questions, including whether the defect actually contributed to the harm. Some historic buildings have narrow exemptions, so check before assuming one applies.

For how fast California expects other repairs to be handled, see our guide to landlord repair timelines.

Where Liability Comes From: Foreseeability

Outside the lock statute, landlord liability for crime by a third party comes from ordinary negligence law. California courts use a sliding scale. The more foreseeable the harm, the more a landlord can be expected to do about it. The less foreseeable, the lighter the expected precaution. The cases below show where the lines usually fall. *Case law; how it applies to a specific property is a question for an attorney.*

Case	What happened	What it means for you
Kwaitkowski v. Superior Trading Co. (1981)	A tenant was assaulted in a building lobby with a defective front-door lock, in a building where tenants had complained about strangers getting in and another tenant had been attacked in a common area about two months earlier.	A known broken entry lock plus prior incidents can create a duty. This is the clearest picture of what “on notice” looks like.
Ann M. v. Pacific Plaza (1993)	An employee was assaulted at a shopping center. The record included some earlier crimes on the premises, but no evidence the owner knew about them, and they weren’t similar to the assault.	Hiring guards requires a high degree of foreseeability. The court said that rarely exists without prior similar incidents on the property that the owner knew about.

Case	What happened	What it means for you
Castaneda v. Olsher (2007)	A mobilehome park resident was hit by a stray bullet during a gang confrontation.	No duty to refuse to rent to suspected gang members; the court said that would invite housing discrimination. Burdensome measures need a high degree of foreseeability.
O'Hara v. Western Seven Trees (1977)	Management knew about earlier assaults on the property and told a prospective tenant the complex was safe and patrolled.	What you say about security can create liability on its own. Don't overstate it.

The practical lesson from all four: courts weigh how foreseeable the harm was against the burden of preventing it. A repaired lobby lock or a replaced light is a small burden, so a court is far more likely to expect it than a guard service. That's why the speed of your response to a security repair matters more than the size of your security budget.

What Landlords Generally Aren't Responsible For

Case law and statute, stated generally: a crime doesn't automatically make a landlord liable. Whether a duty exists depends on how foreseeable the risk was and how burdensome the proposed precaution would be. Liability also requires a breach of that duty and a causal link to the injury. A working lock, no prior incident on the property, or an incident inside a unit does not by itself decide liability; the relevant risk, available precautions and causal connection still matter.

Some things courts have specifically declined to require. There's no automatic duty to hire guards. And in *Castaneda*, the California Supreme Court refused to make a landlord screen

out applicants based on suspected gang membership, partly because that would invite housing discrimination.

None of that is a reason to do the minimum. It’s a reason to put your effort where the law actually puts the weight: required hardware, quick repairs, and accurate communication.

Your Responsibility vs. Not Your Responsibility vs. Gray Area

A general guide, not legal advice for a specific property:

Area	Your responsibility	Generally not your responsibility	Gray area
Door and window locks	Install the §1941.3 devices and fix them within a reasonable time after you know or are told	Paying for damage the tenant caused (check your lease). That affects who pays, not whether it gets fixed.	How fast is “reasonable” for an entry lock (we treat it as same-day)
Common-area entry doors	Locking mechanism on exterior doors into common areas	Tenants propping doors or buzzing in strangers	Worn closers and latches that leave a door unlatched after you’ve been told

Area	Your responsibility	Generally not your responsibility	Gray area
Lighting	Keeping common areas in reasonable repair	Street lighting the city controls	A burned-out light in an area where incidents have already been reported
Packages	Whatever you've promised in the lease or advertising (for example, a locked package room)	Carrier-left packages with no promise of storage	Package areas you control and know are being hit (see our package theft guide)
Cameras	§1941.3 doesn't require them. Maintain any system you've told tenants about.	Installing cameras just because §1941.3 lists other devices	Cameras that are advertised as working but aren't
Security guards	No automatic duty. Depends on heightened foreseeability and the burden of the precaution.	Patrols on a property with no history or warning signs pointing to that risk	A property with a documented pattern of violent crime

Area	Your responsibility	Generally not your responsibility	Gray area
What you say about safety	Being accurate	General neighborhood crime you don’t know specifics about	Calling the building “secure” or “safe” when you know of on-site incidents

East Bay Specifics

Oakland publishes its own Guidelines for Crime Prevention Through Environmental Design (CPTED), including a residential checklist. CPTED is the planning approach behind most practical building security: lighting and sightlines, controlled entry points, and a property that looks cared for. The checklist is written for new projects, but it works as a free audit tool for an existing building.

Older East Bay buildings tend to be where the gray areas live. Many Oakland and Berkeley apartment buildings predate modern access control, with original lobby doors, aging closers and mailbox alcoves near the street. *Professional opinion:* on those buildings, an entry door that doesn’t close and latch on its own is the single most important thing to check, because it quietly undoes the common-area lock that §1941.3 requires.

Package theft is its own topic. Liability there depends heavily on what you’ve promised and what you control. Our package theft guide for California apartments covers it.

What We See at AEBP

Company policy: when a tenant reports a broken entry door lock or a lobby door that won’t lock, we treat it as an emergency on our 24/7 maintenance line, not a routine work order, and

send a vendor the same day. The reason is the statute. Once a tenant tells us a lock is broken, the property is on notice, and every hour that lock stays broken is an hour the owner is exposed.

Professional opinion, from managing 600+ East Bay units: the security features that do the most to reduce an owner's risk are the same ones that help keep good tenants. Working locks, good lighting and secure mail are what residents notice and talk about. They're also, for the most part, the inexpensive fixes. A building that handles these basics well rarely needs the expensive measures, and it gives renters fewer reasons to move out.

Bottom Line

California doesn't make you responsible for every crime near your rental. It makes you responsible for the required locks, for reasonable upkeep of the places you control, and for acting quickly on what you know. Treat lock and door reports as urgent, document the fix, and describe your building's security accurately. That covers the core of what §1941.3 asks of you, and it puts you in a far stronger position if something does happen. Our repair documentation tip explains how to keep the paper trail that proves it.

Quick Self-Audit: Building Security Basics

Required by §1941.3 (subject to its exceptions):

- Check each main swinging unit-entry door for a compliant deadbolt (13/16-inch throw) or an approved alternative. Apply the existing-hardware rule before requiring replacement.
- Every covered window that opens has a working lock (louvered, casement and high windows are exempt).
- Every exterior door into a common area with access to units has a working lock that meets fire and safety codes.

Required by §1941.5/§1941.6:

- When the applicable written request and documentation requirements are met, change covered locks at landlord expense within 24 hours and provide the tenant a key.

Additional safety and operating checks (other legal or code duties may also apply):

- Common-area entry doors close and latch on their own.
- Lock and door reports are treated as urgent, with the report date and fix date logged.
- Common-area lights are working, including walkways, entries and mail areas.
- Your listings and lease describe security features without words like “secure” or “safe.”
- Keep a written procedure for identifying qualifying lock-change requests and meeting the 24-hour deadline.

Frequently Asked Questions

Is a landlord liable if a tenant’s apartment is burglarized?

Not automatically. Liability generally requires that the crime was reasonably foreseeable, that a reasonable precaution was skipped, and that the failure contributed to the harm. The classic example is a lock or door the landlord was told was broken and didn’t fix, or a known pattern of similar break-ins that went unaddressed. A working, properly maintained lock does not by itself resolve liability; the claim still depends on the relevant duty, breach and causal connection.

Do I have to install security cameras on my rental property?

Civil Code §1941.3 doesn’t require them. It lists deadbolts, window locks and common-area door locks, not cameras. Promises you’ve made, other rules and the specific risks at your property still need their own assessment. If you do install cameras, keep them working and don’t advertise them as more than they are. Also avoid pointing cameras into private areas of a unit.

Who pays when a lock breaks?

Generally the landlord, because §1941.3 requires the landlord to install and maintain operable locks. The exception is damage caused by the tenant or a guest. Many leases make the tenant responsible for that, so check your lease. Either way, fix an entry lock first and sort out who pays afterward.

Can a tenant change the locks?

Most leases require the landlord’s permission and a copy of the new key. The big exception: special lock-change rights cover eligible victims of abuse or violence and, under §1941.5, certain tenants whose household or immediate family member is a victim. On a written request with qualifying documentation, you must change the locks at your expense within 24 hours. Civil Code §1941.5 applies when the person alleged to have committed abuse or violence is not a tenant of the same unit. It accepts several forms of qualifying documentation, including a signed statement from the eligible tenant; a restraining order is not required in every case. §1941.6 covers a co-tenant and requires a qualifying court order excluding that person. Under §1941.5, for leases executed on or after January 1, 2011, if you miss the deadline, the tenant may change the locks in a workmanlike manner using locks of similar or better quality, must notify you within 24 hours and provide a key by an agreed reasonable method, and must be reimbursed within 21 days after the change. §1941.6 has a similar self-change remedy.

Do I have to warn tenants about crime in the area?

There’s no general statutory duty to brief tenants on neighborhood crime. The risk is in what you say. In O’Hara v. Western Seven Trees (1977), a landlord who knew about earlier assaults on the property and told a prospective tenant the complex was safe and patrolled could be held liable. Don’t describe a building as “secure” or “safe” in listings or conversations. Describe the actual features instead.

Sources

- Required locks, tenant notice and remedies: *Required by law.* California Civil Code §1941.3
- Lock changes for protected tenants: *Required by law.* Civil Code §1941.5; Civil Code §1941.6
- Foreseeability and security guards: Ann M. v. Pacific Plaza Shopping Center (1993) 6 Cal.4th 666
- Sliding-scale duty and gang-related violence: Castaneda v. Olsher (2007) 41 Cal.4th 1205
- Defective lobby lock and prior incidents: Kwaitkowski v. Superior Trading Co. (1981) 123 Cal.App.3d 324
- Safety misrepresentations: O'Hara v. Western Seven Trees Corp. (1977) 75 Cal.App.3d 798
- Oakland CPTED checklists: City of Oakland, Guidelines for Crime Prevention Through Environmental Design
- AEBP lock-report handling and portfolio size: AEBP company policy and company data

Want Security Repairs Handled Like Emergencies?

We manage 600+ East Bay rental units with a 24/7 bilingual maintenance line. Let's talk about how your building handles lock, door and lighting problems before they become liability problems.

Talk to an AEBP Property Manager →

Source: https://dev.alleastbayproperties.com/rental-property-security-landlord-responsibility-california/