



**City of Berkeley  
Rent Stabilization Board**

**GOOD CAUSE IS REQUIRED FOR EVICTION**

[Berkeley Municipal Code Section 13.76.130]

**NOTE:** The expiration of a rental agreement, the sale of a property (including transfers due to **FORECLOSURE**), conversion to condominium, or the change in the federal Section 8 status of a unit are not “good causes” for eviction under Berkeley law.

**ATTENTION: EVICTIONS CAN BE COMPLICATED. IF YOU GET AN EVICTION NOTICE; CALL A HOUSING COUNSELOR AT 981-7368 AS SOON AS POSSIBLE.**

In Berkeley, a landlord can **only** terminate a tenancy or evict a tenant for **GOOD CAUSE**. A Notice to terminate or evict must specify one of the following thirteen Good Causes:

1. Failure to pay rent.
2. Violation of a material term of the lease.
3. Causing substantial damage to the unit.
4. Disturbing the peace and quiet of other tenants.
5. Refusing to allow the landlord access to make repairs, after receiving proper written notice.
6. Refusing to sign a new lease substantially the same as the old lease.
7. Engaging in unlawful activity on the premises.
8. A tenant refuses to vacate temporary housing offered by the landlord after repairs to the tenant’s unit have been completed (but tenant can move back to old unit).
9. The landlord seeks to make necessary repairs to bring the unit up to Code after permits have been obtained and the tenant has been offered other available units.
10. For occupancy by the owner or owner’s spouse, child or parent.
11. Landlord has received a permit to demolish the unit.
12. The unit is the lessor’s principal residence and the lessor wants to move back into the unit, as provided in the rental agreement.
13. To remove all the units from the rental market under the Ellis Act.

**THE NOTICE TO TERMINATE A TENANCY IS THE FIRST STEP IN AN EVICTION ACTION. TO SUCCEED, A LANDLORD MUST PROVIDE THE TENANT WITH THE CORRECT LEGAL NOTICE. A TENANT MAY HAVE GROUNDS TO CHALLENGE THE NOTICE AND THE SUBSEQUENT EVICTION ACTION.**

**Three-day notice** -- required for termination where the landlord alleges that the tenant is at fault (e.g., (to correct) Causes 1-8). If a violation exists, it can be corrected within the 3-day notice period.

**30/60-day notice** -- required for no-fault termination (e.g., Causes 9-12).

**120-day notice** -- required for termination under the Ellis Act (Cause 13) for most tenants

**One year notice** -- required for termination under the Ellis Act (Cause 13) where tenant is a senior or is disabled and has resided in the unit for at least one year.