California Eviction Law 101 (2026): Oakland, Berkeley & Alameda County Guide for Landlords



Key Facts for East Bay Landlords

- **Just cause is required in Oakland and Berkeley** — and for most California rentals covered by AB 1482. You cannot terminate a tenancy without a qualifying legal reason once a tenant has lived in the unit for 12 months.
- **Notice type is determined by the reason for termination**, not by how long the tenant has been there. Serving the wrong notice type voids the entire process and forces you to start over — losing 4 to 8 weeks before you can refile.

- **The three core notice types:** 3-Day Notice to Pay or Quit (nonpayment), 3-Day Notice to Cure or Quit (lease violation), and 30/60-Day Notice to Terminate (no-fault terminations where permitted).
- **Oakland's Just Cause for Eviction Ordinance (O.M.C. Chapter 8.22) and Berkeley's Eviction for Good Cause Ordinance (B.M.C. Chapter 13.76)** both provide stronger protections than state law — local rules govern where they apply.
- **AB 1482 (Civil Code §1946.2)** requires just cause statewide for most tenants who have occupied a unit for 12+ months, with specific exemptions for single-family homes and condos under certain conditions.
- **The unlawful detainer (UD) process** is the only legal mechanism for recovering possession. Self-help eviction — changing locks, removing belongings, shutting off utilities — is illegal in California regardless of what the tenant owes, and exposes landlords to actual damages, punitive damages, and attorney's fees.
- **Relocation assistance is required** for no-fault terminations in Oakland and Berkeley, and for AB 1482-covered tenancies statewide.
- **A habitability defense can eliminate your entire rent claim** in a UD proceeding — even when the nonpayment grounds are legitimate. Maintenance documentation is part of eviction preparedness.

Video Transcript

Correction (September 2026): Oakland relocation payments are not "one month's rent" (or three for Ellis Act). Oakland sets fixed per-unit amounts (base $6,500 / $8,000 / $9,875 by unit size, plus $2,500 for qualifying households, CPI-adjusted every July 1; owner move-in payments are prorated by length of occupancy — O.M.C. 8.22.820, 8.22.850). Ellis Act relocation is set by a separate ordinance. See the corrected section below.

Most East Bay landlords don't think about eviction law until they're already in a dispute. That's exactly the wrong time to learn it.

This month at All East Bay Properties, we're covering everything you need to know about legal notices, evictions, and owner protections — before you ever need it.

Here's what makes California eviction law complicated for East Bay landlords specifically. You're not dealing with one set of rules — you're dealing with three.

California state law sets the floor. AB 1482 adds a statewide just cause requirement on top of that. And Oakland, Berkeley, and other cities also have local ordinances that go even further.

When they overlap, the strictest rule wins. And in most Oakland and Berkeley situations, that means the local ordinance controls.

If you own rental property in the East Bay and you're not sure which rules apply to your specific unit — that gap is worth closing before summer leasing season.

So what does "just cause" actually mean? It means you cannot terminate a tenancy without a qualifying legal reason — once a tenant has been in the unit for 12 months under AB 1482, or from day one in Oakland under the city's ordinance.

Just cause grounds fall into two categories. At-fault grounds — like nonpayment of rent or a lease violation — don't require you to pay relocation assistance. No-fault grounds — like an owner move-in or Ellis Act withdrawal — do. In Oakland, that's typically one month's rent. Ellis Act withdrawals require three.

Just cause doesn't make problem tenants un-evictable. It means the eviction has to be based on a real reason, documented, and pursued the right way.

The single most common — and most costly — mistake we see is landlords serving the wrong notice type for the situation. There are three core notices. A 3-Day Notice to Pay or Quit for nonpayment. A 3-Day Notice to Cure or Quit for lease violations. And a 30 or 60-Day Notice for no-fault terminations.

Here's what most landlords don't realize: the notice type is determined by the reason for the termination — not by how long the tenant has been there.

Serve the wrong one, and it’s void. The tenant doesn’t even have to show up in court — it gets dismissed on the face of it. And you lose 4 to 8 weeks restarting the process.

One more detail that trips people up: if you accept even a partial rent payment after serving a 3-Day Notice to Pay or Quit, you’ve likely waived the notice entirely.

So what should you actually do with this? Three things.

First, review your leases — if they haven’t been updated since 2023 or earlier, they may not reflect current California law. Second, get your maintenance documentation in order, because an open repair request is the first thing a tenant’s attorney will surface in a UD proceeding. Third, know which rules apply to your specific property before a situation forces you to find out.

The full guide — notice types, the Alameda County unlawful detainer process, common mistakes, and owner protections — is linked below.

At All East Bay Properties, we manage this process as a legal workflow — not a reaction to a crisis. If you’re navigating a difficult tenancy right now, or you want a property manager who handles this so you don’t have to — visit alleastbayproperties.com or hit the link below to schedule a free consultation.

Start Here: What Situation Are You In?

Not sure where to start? Jump to the section that matches your situation:

Your Situation	What You Need	Jump To
Tenant hasn’t paid rent	3-Day Notice to Pay or Quit	Part 2: Notice Types
Tenant violated the lease	3-Day Notice to Cure or Quit	Part 2: Notice Types

Your Situation	What You Need	Jump To
Tenant engaging in illegal activity	3-Day Notice to Quit (no cure)	Part 2: Notice Types
You want the unit back (no tenant fault)	Check just cause eligibility first	Part 1: Just Cause
Notice already served, tenant didn't comply	File unlawful detainer with Alameda County Superior Court	Part 4: UD Process
Considering eviction — want to avoid mistakes	Read the 5 most common errors first	Common Mistakes

Who This Guide Is For

- East Bay landlords who have never had to evict a tenant and want the legal framework before they need it
- Self-managing owners in Oakland or Berkeley who aren't sure whether their property is covered by local just cause rules
- Any landlord preparing leases or renewals ahead of summer and wanting to understand what termination rights they actually have
- Property owners who've heard terms like "just cause," "UD," and "AB 1482" but want a plain-English explanation of how they connect

Introduction

Most East Bay landlords don't think about eviction law until they're already in a dispute. That's exactly the wrong time to learn it.

The rules governing how — and whether — you can end a tenancy in Oakland, Berkeley, or anywhere in California are more layered than most owners realize. State law sets a floor. AB 1482 adds a statewide just cause requirement on top of that. Oakland and Berkeley both have local ordinances that go further still. And the procedural rules for serving notices are precise enough that a single error in date, delivery method, or notice type can void the entire process and send you back to square one.

None of this means evicting a problem tenant is impossible. It means doing it correctly the first time requires knowing the rules before you start. This guide covers the full framework: who just cause applies to, which notice type applies to which situation, how the Oakland eviction process and Alameda County unlawful detainer system work, and what owner protections are available when a tenancy needs to end.

One observation from our day-to-day work managing properties across Emeryville, Oakland, Berkeley, and Albany: the landlords who have the most trouble with evictions are almost never the ones who face the most difficult tenants. They’re the ones who start the process without a clear picture of which rules apply to their specific property and tenancy — and who serve the wrong notice, or serve it incorrectly, and lose 30 to 60 days before they realize what happened.

Understanding the framework in advance is the single most effective thing an East Bay landlord can do to protect themselves.

Part 1: Just Cause — Who It Applies To and What It Means

The Three-Layer Framework

Just cause requirements in the East Bay operate on three overlapping levels. Understanding which level applies to your property is the starting point for everything else.

Layer 1: Oakland’s Just Cause for Eviction Ordinance

Oakland's just cause ordinance has been in place since 2002 and applies to most residential rental units in the city. Under Oakland Municipal Code Chapter 8.22, a landlord may only terminate a tenancy for one of the following qualifying reasons:

- Nonpayment of rent
- Continued substantial violation of a material lease term after written notice to cease (unapproved subletting or added occupants fall here, with limits and a 14-day cure notice)
- Willful substantial damage to the unit, continued after written notice
- Disorderly conduct that destroys other tenants' peace and quiet, continued after written notice
- Using the unit or common areas for an illegal purpose
- Continued denial of lawful access after written notice
- Owner re-occupancy, where the owner previously lived in the unit and the rental agreement reserves that right
- Owner or a qualifying relative (spouse, domestic partner, child, parent, or grandparent) moving into the unit (owner move-in)
- Permitted substantial repairs that can't safely be done with the unit occupied (the tenant has the right to return)
- Withdrawal of the unit from the rental market under the Ellis Act

Oakland's ordinance covers most rental units regardless of when the tenant moved in. Unlike AB 1482, there is no 12-month waiting period before just cause attaches in Oakland — it applies from the beginning of the tenancy for covered units.

Exemptions from Oakland's just cause ordinance are narrow: ground-up new construction with a certificate of occupancy within the past ten years, units where the owner lives on the property and shares a kitchen or bath with the tenants, and certain institutional and transitional housing. Single-family homes and condos are covered — there is no AB 1482-style lease-notice exemption in Oakland.

Layer 2: Berkeley's Eviction for Good Cause Ordinance

Berkeley's Good Cause Ordinance (B.M.C. Chapter 13.76) provides similar protections and applies broadly to residential tenancies in the city. Berkeley's permissible grounds for eviction closely track Oakland's, with some differences in relocation assistance requirements and procedural details. Berkeley also requires landlords to register rental units with the Rent Stabilization Board, and non-registration can affect a landlord's ability to pursue eviction.

Layer 3: AB 1482 (Statewide Just Cause)

AB 1482, which took effect January 1, 2020, established just cause eviction protections statewide for most California tenants who have occupied a rental unit for 12 consecutive months (if adult tenants were added before then, it applies once all tenants reach 12 months or any one tenant reaches 24).

Where AB 1482 and a local ordinance both apply to the same tenancy, the stricter standard governs. In most Oakland and Berkeley situations, the local ordinance is more protective than state law — so the local rules dominate.

AB 1482 covers most multi-family rentals but has several important exemptions:

- Single-family homes and condos where the owner has provided the required written notice at lease signing
- Units built within the last 15 years (a rolling exemption — a 2012 building becomes covered in 2027)
- Owner-occupied properties with two or fewer units
- Certain transient and short-term occupancies

Layer 3 — AB 1482 (California statewide) Just cause required after 12 months of occupancy · single-family exemptions apply Layer 2 — Oakland & Berkeley local ordinances Just cause from day one · stricter than state law · governs where they conflict Oakland O.M.C. Chapter 8.22 Just cause from tenancy start 10 qualifying grounds Relocation: fixed $ per unit RAP registration required Active rent board enforcement Berkeley B.M.C. Chapter 13.76 Good

cause ordinance Unit registration required Non-registration blocks eviction Rent Stabilization Board Robust tenant legal aid strictergoverns Always analyze your property under all applicable layers — an exemption from one does not create an exemption from another. For properties outside Oakland/Berkeley in Alameda County, AB 1482is the controlling framework.

> **Important note on exemptions:** An exemption from AB 1482 does not necessarily mean an exemption from Oakland's or Berkeley's local ordinance. The two sets of rules are independent. Always analyze your property under both frameworks.

Just Cause Categories: At-Fault vs. No-Fault

Both local ordinances and AB 1482 divide just cause grounds into two categories, because the procedural requirements — and the relocation assistance obligations — are different.

At-fault just cause means the tenant has done something that justifies termination: not paid rent, violated a lease term, engaged in nuisance behavior, or committed an illegal act on the premises. At-fault terminations generally do not require relocation assistance.

No-fault just cause means the landlord has a legitimate business reason to end the tenancy that has nothing to do with the tenant's conduct: an owner or family member is moving in, the property is being substantially rehabilitated, or the owner is withdrawing from the rental market under the Ellis Act. No-fault terminations require relocation assistance in Oakland, Berkeley, and under AB 1482 statewide.

Under AB 1482, relocation assistance for no-fault terminations is one month's rent. Oakland uses a fixed per-unit schedule instead (O.M.C. 8.22.820): base amounts of $6,500 (studio/1BR), $8,000 (2BR), and $9,875 (3+BR), plus a single additional $2,500 per unit for households with lower-income, elderly (62+), or disabled tenants or minor children. Those amounts increase every July 1 with the CPI adjustment, so check the City's current schedule before serving notice. For owner or relative move-ins, the payment is prorated by occupancy

— one-third after the tenant takes possession, two-thirds after one year, the full amount after two years (O.M.C. 8.22.850). Ellis Act relocation is governed by a separate Oakland ordinance. Berkeley's requirements vary by circumstance.

Just cause: two categories Determines notice type, relocation obligation, and legal exposure At-fault Tenant caused the issue Grounds Nonpayment of rent Lease violation (curable) Nuisance or illegal activity Unauthorized subletting Notice type 3-Day (Pay, Cure, or Quit) Relocation required? No — tenant at fault No-fault Landlord decision Grounds Owner move-in (OMI) Substantial rehabilitation Ellis Act withdrawal No tenant wrongdoing Notice type 30-Day or 60-Day notice Relocation required? Yes — amount set by law

Part 2: Notice Types — Matching the Notice to the Situation

The single most common procedural error we see is a landlord serving the wrong notice type for the situation. This matters because each notice type has a different legal effect, a different cure period, and different requirements for what the notice must say. An incorrectly chosen notice is a void notice — even if the underlying grounds for termination are valid. **One incorrect notice can delay possession by 4 to 8 weeks** while you restart with the correct document.

The 3-Day Notice to Pay Rent or Quit

This notice is used exclusively for nonpayment of rent. It gives the tenant three business days to pay the full amount owed or vacate. If the tenant pays in full within the three-day period, the tenancy continues and you cannot proceed with eviction on that notice.

Key requirements under California Code of Civil Procedure §1161:

- The notice must state the exact amount owed — not an estimate, not a rounded figure
- It must include the period the rent covers

- It must identify who and how to pay: the name, telephone number, and address of the person to pay (plus usual days and hours if payment can be made in person) — or a bank account at an institution within five miles, or a previously established electronic funds transfer procedure
- In Oakland and Berkeley, it must comply with any additional local notice requirements, including language in the tenant's primary language if required

> **A detail that catches landlords off guard:** If you've been accepting partial rent payments during a dispute, you may have waived your right to proceed on a 3-Day Notice for the unpaid balance. Accepting any payment after serving the notice can void it entirely. If you're in a payment dispute with a tenant, consult with a property manager or attorney before accepting partial payments.

The 3-Day Notice to Cure or Quit

This notice is used when a tenant has violated a specific, curable lease term — unauthorized pet, unauthorized occupant, failure to maintain the unit, etc. It gives the tenant three business days to correct the violation or vacate.

The notice must describe the specific lease provision violated and the specific conduct or condition that constitutes the violation. Vague language ("you are in violation of your lease") is not sufficient and makes the notice vulnerable to challenge.

If the violation is cured within three days, the tenancy continues. If the violation is of a nature that cannot be cured — certain criminal conduct, for example — a 3-Day Notice to Quit (no cure option) may be appropriate instead.

The 3-Day Notice to Quit (No Cure)

Used for lease violations that are not curable by nature — illegal activity on the premises, significant damage to the property, or conduct that creates a nuisance that cannot be remedied retroactively. This notice gives the tenant three days to vacate; there is no cure option.

This notice type is subject to higher scrutiny from courts because it provides no opportunity to remedy the situation. The underlying conduct must be well-documented before serving this notice.

The 30-Day and 60-Day Notice to Terminate Tenancy

These notices are used for no-fault terminations where permitted under just cause rules. The length of the notice depends on how long the tenant has occupied the unit:

- **30-Day Notice:** Tenants who have occupied the unit for less than one year
- **60-Day Notice:** Tenants who have occupied the unit for one year or more

In Oakland and Berkeley, no-fault terminations are limited to the specific just cause grounds in each ordinance (owner move-in, Ellis Act withdrawal, substantial rehabilitation). You cannot simply issue a 60-Day Notice without a qualifying no-fault reason for covered tenancies.

Under AB 1482, the 60-Day Notice for covered no-fault terminations must include specific statutory language notifying the tenant of their rights, and must be accompanied by the required relocation assistance.

Which Notice Type Is Right for Your Situation?

Situation	Notice Type	Cure Period
Tenant hasn’t paid rent	3-Day Notice to Pay or Quit	3 business days to pay in full

Situation	Notice Type	Cure Period
Tenant has an unauthorized pet	3-Day Notice to Cure or Quit	3 business days to remove pet
Tenant dealing drugs on premises	3-Day Notice to Quit (no cure)	None — vacate only
Owner moving into the unit	60-Day Notice to Terminate	None — but relocation required
Tenant in unit < 1 year, no-fault	30-Day Notice to Terminate	None — but just cause required

What is the reason for termination? Nonpayment Curable violation Incurable violation No-fault reason 3-Day Notice to Pay or Quit Exact amount owed 3-Day Notice to Cure or Quit Name specific violation 3-Day Notice to Quit (no cure) Well-documented conduct 30-Day or 60-Day Notice to Terminate 30 days < 1 yr tenancy 60 days ≥ 1 yr tenancy 3 business days to pay in full Payment voids notice No partial payments after serving 3 business days to cure or vacate Vague language = void Cure ends the notice Tenancy continues 3 days to vacate No cure option Highest court scrutiny Strong documentation required before serving Just cause required Oakland/Berkeley: OMI, Ellis, rehab only AB 1482: statutory language + relocation Wrong notice type = void notice. You restart from zero — losing 4 to 8 weeks before you can refile. Improper service = defective notice. Best practice: date the notice the day it is actually served. All notices must be served in order: personal → substituted → post and mail (after post and mail, many attorneys wait 5 extra days).

Part 3: Serving the Notice — The Procedural Requirements That Void Most Attempts

Choosing the right notice type is necessary but not sufficient. The notice must also be served correctly to be legally effective. California's notice service rules are specified in Code of Civil Procedure §1162 and must be followed precisely. **Improper service is a defense that can get the case dismissed** — the UD is thrown out and you begin again from the notice.

There are three legally recognized methods of service, and they must be attempted in order:

1. Personal service — Delivering the notice directly to the tenant in person. This is the most straightforward method and the one courts prefer. If the tenant refuses to accept the notice, leaving it in their presence is sufficient.

2. Substituted service — If the tenant is not home after a reasonable attempt at personal service, the notice can be given to a person of suitable age and discretion at the tenant's residence or usual place of business (an adult household member, for example), **and** a copy must be mailed to the tenant at their residence. Mailing the same day is best practice.

3. Post and mail — If no one of suitable age is available at the rental unit, the notice can be affixed to a conspicuous place on the property (typically the front door), a copy delivered to a person residing there if one can be found, **and** a copy mailed to the tenant at the property. Mailing the same day is best practice.

> **The "post and mail" detail that trips up most landlords:** C.C.P. §1162 doesn't add extra days for substituted or post-and-mail service, but because courts and attorneys differ on whether the mailing extends the notice period, many eviction attorneys wait an extra five days before filing as a precaution. Filing the UD while that question is open hands the tenant an easy argument that the case was filed too early.

How to serve a California eviction notice Must attempt in this order — C.C.P. §1162 1 — Personal service Hand the notice directly to the tenant. Preferred by courts. Refusal to accept = still valid if left in their presence. Preferred Tenant not home after reasonable attempt? 2 — Substituted service Give notice to adult household member at the unit AND mail a copy

to the tenant same day. + mail same day No adult available at the unit? 3 — Post and mail Affix to conspicuous place (front door) AND mail same day. Many attorneys wait 5 extra days before filing. Last resort §1162 adds no extra days, but many attorneys wait 5 more days after post and mail before filing, as a precaution.

Best practice is to date the notice the day it is served — not the day it was written or prepared. §1162 doesn't require it, but a notice dated Tuesday that is actually served Thursday invites a dispute over when the notice period started and ended.

Before You Serve Any Notice — Pre-Service Checklist

Run through this checklist before the notice leaves your hands. Each item is a potential basis for dismissal if wrong:

Pre-service checklist — before the notice leaves your hands Correct notice type Pay or Quit for nonpayment · Cure or Quit for lease violation · 30/60-Day for no-fault Exact rent amount — not estimated or rounded Must match the lease to the dollar · include the period covered Tenant name matches the signed lease exactly Name mismatch = grounds for challenge · use the lease spelling Payment location or method stated (Pay or Quit only) Physical address or electronic method must appear on the notice Notice dated with the actual service date Best practice · use the date it is physically served, not when it was written Personal service attempted first — attempt documented Note date, time, and outcome of each attempt before moving to substituted or post and mail Post and mail: mailing done same day, 5-day buffer before filing Not required by §1162, but many attorneys wait 5 extra days as a precaution Oakland / Berkeley local requirements verified Primary language requirements · RAP registration current · rent board notice if applicable properties all East Bay

We'll cover the full mechanics of notice preparation and service — including how to document service so it holds up in court — in next week's post on serving the right notice the right way in California.

Part 4: The Unlawful Detainer Process in Alameda County

If the tenant does not comply with the notice — does not pay, does not cure, does not vacate — the landlord's next step is filing an unlawful detainer (UD) action with the Alameda County Superior Court. This is the only legal mechanism for recovering possession of a rental unit in California.

Alameda County eviction timeline — notice to lockout Uncontested: ~50–70 days · Contested: 70–100+ days · A single procedural error at step 1 adds 4–8 weeks 1 Notice period 3-Day or 30/60-Day 3–8 days 2 UD filed Alameda County Superior Court 3–7 days 3 Tenant response Answer, demurrer, or default 10 ct. days 4 Trial / judgment Habitability defense risk is highest here ≤20 days 5 Writ issued Court orders possession 1–5 days 6 Sheriff lockout 5-day notice posted first 5 days Uncontested total: ~50–70 days from serving notice to possession Contested (tenant files answer + trial): 70–100+ days · A notice error at step 1 resets the entire clock

Filing and Summons

The UD complaint is filed at the Alameda County Superior Court. Once filed, the court issues a summons that must be served on the tenant. California law gives the tenant **10 days, excluding Saturdays, Sundays, and judicial holidays**, to file a written response after being served with the UD summons — plus five more court days if the complaint was served by mail (C.C.P. §1167, as amended by AB 2347 effective January 1, 2025). That's still significantly shorter than the 30 days allowed in regular civil cases. UD cases are designed to move quickly.

The Tenant's Response Options

Once served, a tenant can respond to a UD in several ways:

- **File a written answer** — admitting or denying the allegations, and raising any affirmative defenses
- **File a demurrer** — challenging the legal sufficiency of the complaint
- **Do nothing** — in which case the landlord can request a default judgment

Common tenant defenses in Alameda County UD proceedings include: improper notice (wrong type, incorrect service, date errors), habitability violations (an unresolved repair request is the first thing most tenant attorneys will look for), retaliatory eviction (if the notice followed a repair complaint or rent board contact within 180 days), and procedural defects specific to local ordinances.

This is why the condition of your property and your maintenance documentation matters in an eviction context — **a habitability defense can eliminate your entire rent recovery claim**, even when the nonpayment grounds are legitimate. A court may abate rent for the period the unit was substandard, wiping out the dollar amount the UD was filed to recover.

Trial and Judgment

If the tenant responds and the case goes to trial, UD trials in Alameda County are typically scheduled within 20 days of the tenant's response. The judge determines whether the landlord followed the correct legal process and whether the grounds for eviction are established.

If the landlord prevails, the court issues a judgment for possession and a writ of possession. The writ is then served by the Alameda County Sheriff, who posts a 5-day notice before physically removing a tenant who has not vacated.

How Long Does an Eviction Take in Alameda County in 2026?

From serving the initial notice to physical possession — assuming no complications — a typical uncontested eviction in Alameda County runs about 50 to 70 days; a contested case runs 70 to 100 days or more. Complications (habitability defenses, procedural challenges,

continuances) can extend this significantly. The single biggest variable in that range is whether the notice was served correctly and the right notice type was chosen. A procedural error at the beginning adds 4 to 8 weeks before a corrected notice can even be served.

Stage	Approximate Timeframe
Notice period (3-Day)	3–8 days (depending on service method)
UD filing to summons served	3–7 days
Tenant response period	10 court days (+5 court days if served by mail)
Court date scheduled	Within 20 days of response
Judgment to writ issued	1–5 days
Sheriff lockout (after writ served)	5 days
Total (uncontested to contested)	**~50 to 100+ days**

Part 5: Owner Protections — What the Law Actually Gives Landlords

The just cause framework can feel like it’s entirely weighted toward tenants. But there are meaningful legal protections for owners — particularly around at-fault conduct, lease clause enforcement, and the no-fault grounds that allow termination for legitimate business reasons.

At-fault grounds are real and enforceable. A tenant who genuinely hasn’t paid rent, who has materially violated the lease, or who is engaging in nuisance or criminal conduct can be evicted — provided the process is followed correctly. Just cause does not make problem tenants un-evictable. It requires that the eviction be based on a legitimate reason,

documented, and pursued through the correct legal procedure.

AB 1482 exemptions preserve flexibility for many single-family owners. If you own a single-family home or condo, and you provided the required written exemption notice in the lease at signing, AB 1482's just cause and rent cap provisions do not apply. This is a meaningful protection for owners of exempt properties — but it requires the notice to have been included at the right time. Retroactive exemption claims don't hold up.

Owner move-in is a protected ground for termination in Oakland and Berkeley, provided the owner (or a qualifying family member) genuinely intends to occupy the unit as their primary residence. The rules around who qualifies, the notice requirements, and the relocation obligations are specific and must be followed carefully.

Documentation of conduct is your most powerful tool. In any at-fault eviction, your ability to establish the grounds — and to defeat the habitability, retaliation, or procedural defenses a tenant may raise — depends on your records: lease agreements, payment history, written notices, maintenance logs, communication records. The landlords who navigate contested evictions successfully are almost always the ones with organized, timestamped documentation.

> **Self-help eviction is never a protection — it's a liability.** Changing locks, removing a tenant's belongings, shutting off utilities, or any other attempt to force a tenant out without a court order is illegal in California under Civil Code §789.3 — regardless of what the tenant owes or has done. The penalties include actual damages, punitive damages, and the tenant's attorney's fees. We'll cover the self-help eviction penalties in California — and what happened to an owner who called us after a lockout — in Week 4 of this series.

The 5 Most Common Eviction Mistakes in the East Bay

These are the errors that restart timelines, invite habitability defenses, and turn straightforward situations into months-long disputes. Each one is preventable.

5 eviction mistakes that restart the clock Each one is preventable. Each one costs 4 to 8 weeks. 1 Wrong notice type A 3-Day Cure or Quit where a 3-Day Pay or Quit was needed is void on its face. Tenant doesn't even need to appear — automatic dismissal, restart from zero. 2 Accepting partial rent after serving notice Any payment accepted after a 3-Day Notice can constitute waiver — voiding the notice entirely. The instinct to take something is understandable. The legal cost is starting over. 3 Miscounting notice days 3-Day Notices always exclude weekends and court holidays. Post and mail: add a buffer. Miscounting by one day gives the tenant a basis to dismiss the UD. 4 Improper service — missing the mailing step Substituted service and post and mail both require a mailing (best practice: same day). Skip it and the service is defective — a ready-made defense in an Alameda County UD. 5 Ignoring open maintenance issues before filing An unresolved repair request is the first thing a tenant's attorney will surface in a UD proceeding. A habitability defense can eliminate your entire rent recovery — even when nonpayment grounds are valid.

1. Serving the wrong notice type. The most frequent and most costly mistake. A 3-Day Cure or Quit served where a 3-Day Pay or Quit was required — or a 30-Day Notice served without a qualifying just cause ground — is void on its face. The tenant doesn’t even have to appear in court to get it dismissed. You restart with the correct notice, losing whatever time elapsed.

2. Accepting partial rent after serving a 3-Day Notice. Once a 3-Day Notice to Pay or Quit is served, accepting any payment — even a partial payment — from the tenant can constitute waiver and void the notice. This is one of the most counterintuitive rules in California landlord law. The instinct to take what’s offered is understandable. The legal consequence is that you’ve now waived the notice and must start over.

3. Miscounting notice days. Most California notice periods run in calendar days, but 3-Day Notices are the exception: under C.C.P. §1161, the three days always exclude Saturdays,

Sundays, and court holidays. After substituted or post-and-mail service, many attorneys also wait an extra five days before filing as a precaution, because courts differ on whether mailing extends the period. If the notice period ends on a weekend or holiday, the deadline rolls to the next business day. Miscounting by even one day gives the tenant a basis to challenge the UD.

4. Improper service — missing the mailing step. Substituted service and post-and-mail service both require a mailing step in addition to the physical service or posting (C.C.P. §1162). Skipping the mailing means the service is defective — and defective service is a defense that can get the UD dismissed. Completing the mailing the same day isn't written into the statute, but it's best practice and avoids arguments about when service was complete.

5. Ignoring open maintenance issues before filing. Any unresolved repair request, open code enforcement complaint, or documented habitability issue at the property is potential ammunition for a habitability defense once the UD is filed. The defense doesn't have to win to create problems — it can delay the proceeding, trigger a rent abatement calculation, and eliminate the landlord's rent recovery for the affected period. Review your maintenance record before you serve any notice.

What to Do Before You Ever Need This

The best time to think about the eviction process is before any specific tenancy is in trouble. The landlords who move fastest when a problem arises are the ones who already have three things in place:

A solid lease. A lease that clearly defines material lease terms, identifies permissible grounds for termination, includes the required AB 1482 exemption language (for exempt properties), and has been updated to reflect current California law. A lease from 2019 that hasn't been reviewed since is a liability.

A documentation system. Payment records organized by date, written communications with tenants preserved and accessible, maintenance requests logged with timestamps, and inspection reports filed by property and date. In an Alameda County UD proceeding, what you can prove matters more than what actually happened.

A maintenance response standard. Open repair requests don't just create habitability liability — they create a ready-made defense for any tenant who ends up in an eviction proceeding. Responding to maintenance requests promptly and documenting the response is eviction preparedness, not just property management.

At All East Bay Properties, these three systems are part of how we manage every property from day one — not something we scramble to assemble when a situation arises.

The AEBP Approach: Process Before Dispute

At All East Bay Properties, we manage the eviction process as a legal and operational workflow — not a reaction to a crisis. Every tenancy in our portfolio is documented from move-in: signed leases, move-in inspection reports, payment records in AppFolio, and a maintenance history that's timestamped and organized by property.

When a situation arises that may require a notice or a UD filing, we review the property file before we do anything else. We look at the lease terms, the payment history, the maintenance records, and the notice history — because all of those things will matter if the situation reaches a courtroom. And we work with attorneys experienced in Alameda County UD practice when the situation requires it.

The landlords who struggle most with evictions are almost never the ones facing the hardest situations. They're the ones who didn't have the documentation ready when they needed it, or who served the wrong notice and lost six weeks while the problem tenant remained in place. The process works — but only if you follow it from the beginning.

> If you're navigating a difficult tenancy right now, the risk isn't just delay — it's restarting the entire process from scratch if something is done incorrectly. In a contested Alameda County situation, that can mean months.
>
> Schedule a free consultation →

Summary: The East Bay Eviction Framework at a Glance

Topic	Key Rule	Where to Find It
Just cause required (Oakland)	All covered tenancies from day one	O.M.C. Chapter 8.22
Just cause required (Berkeley)	All covered tenancies	B.M.C. Chapter 13.76
Just cause required (statewide)	After 12 months of occupancy	Civil Code §1946.2
No-fault relocation assistance	1 month's rent (AB 1482); Oakland: fixed per-unit amounts, CPI-adjusted each July 1	Civil Code §1946.2; O.M.C. 8.22
3-Day Notice period	3 days excluding weekends and judicial holidays; many attorneys wait 5 extra days after substituted or post-and-mail service as a precaution	C.C.P. §1161

Topic	Key Rule	Where to Find It
30/60-Day Notice	30 days (<1 year occupancy); 60 days (1+ years)	Civil Code §1946.1
UD response period	10 days (excluding weekends and judicial holidays) after service of summons; +5 court days if served by mail	C.C.P. §1167
Self-help eviction	Illegal — actual + punitive damages + attorney's fees	Civil Code §789.3

Current rule at a glance

Rental law fact card

3-Day Notices in California: Pay or Quit, Cure or Quit, and How to Serve Them

Before an eviction for unpaid rent or a lease breach, California requires a written 3-day notice that excludes weekends and court holidays, contains specific payment details, and is served by one of three approved methods.

- **Notice period:** 3 days, excluding weekends and court holidays
- **Time to serve a rent notice:** Within 1 year after rent was due
- **Payment bank location:** Within 5 miles of the property

Code Civ. Proc. §§ 1161, 1162 · In force · Last reviewed Sep 25, 2026

Full rule, sources and what changed →

Frequently Asked Questions

Does just cause apply to my property from the first day of tenancy?

It depends on which rules cover your property. In Oakland, just cause under the city's ordinance applies to most covered units regardless of how long the tenant has been there. Under AB 1482 (statewide), just cause attaches after the tenant has occupied the unit for 12 consecutive months — or 24 months if any additional occupant was in place before 12 months. If your property is in Berkeley, the city's good cause ordinance applies similarly to Oakland's. For properties outside Oakland and Berkeley in Alameda County, AB 1482 governs — but check whether your property qualifies for an exemption.

What if my single-family home is exempt from AB 1482 — do Oakland's just cause rules still apply?

Yes, if the property is within Oakland city limits and covered by Oakland's ordinance. The AB 1482 exemption and Oakland's local just cause ordinance are separate legal frameworks. An exemption from one does not create an exemption from the other. If you own a single-family rental in Oakland, you need to analyze the property under both sets of rules.

Can I evict a tenant who is month-to-month without just cause?

Not in Oakland or Berkeley, and not statewide if AB 1482 applies (after 12 months of occupancy). Month-to-month tenancy status does not determine just cause coverage — the ordinances and AB 1482 apply based on property type and occupancy duration, not tenancy structure. A month-to-month tenant in an Oakland-covered unit has the same just cause protections as a tenant on a fixed-term lease.

What is relocation assistance and when is it required?

Relocation assistance is a payment from the landlord to the tenant when the tenancy is terminated for a no-fault reason — an owner move-in, substantial rehabilitation, or Ellis Act withdrawal. Under AB 1482, the required amount is one month's rent. Oakland instead sets fixed per-unit amounts (base $6,500 for a studio/1BR, $8,000 for a 2BR, $9,875 for a 3+BR, plus $2,500 for qualifying households), adjusted by CPI every July 1 — check the City's

current schedule. Owner move-in payments are prorated by how long the tenant has lived there, and Ellis Act relocation is set by a separate ordinance. Berkeley has its own schedule. Relocation assistance is not required for at-fault terminations (nonpayment, lease violations, nuisance).

What happens if I serve the wrong notice type?

The notice is void. You will need to start over with the correct notice type, which means losing however much time elapsed between serving the wrong notice and discovering the error. In a contested situation, this can mean 30 to 60 days of additional time before you can file a UD. This is the most common and most avoidable mistake in the East Bay eviction process.

Can I accept partial rent after serving a 3-Day Notice to Pay or Quit?

No — and this surprises many landlords. Once a 3-Day Notice to Pay or Quit has been served, accepting any payment from the tenant can constitute waiver of the notice, voiding it entirely. The instinct to take what the tenant offers is understandable, but the legal effect is that you've accepted something less than full payment and signaled the tenancy continues. If you're in a payment dispute with a tenant and have already served notice, do not accept partial payment without first consulting a property manager or attorney.

How long does an eviction take in Alameda County in 2026?

From serving the initial notice to physical possession, a typical uncontested eviction in Alameda County runs approximately 50 to 70 days. A contested case — where the tenant files an answer and the case goes to trial — runs 70 to 100 days or more. (Since January 1, 2025, tenants have 10 court days, not 5 calendar days, to respond to a UD.) The biggest variable is whether the notice and service were done correctly the first time. A procedural error discovered at the UD filing stage adds 4 to 8 weeks before a corrected process can begin.

Can a tenant's unresolved repair request affect an eviction proceeding?

Yes — and this is one of the most important things East Bay landlords can miss. In a UD proceeding, tenants commonly raise habitability as an affirmative defense. If there is an open maintenance request, a pending code enforcement complaint, or a documented habitability issue at the property, the tenant's attorney will surface it. Courts may reduce or eliminate the landlord's rent recovery for the period the unit was substandard — a process called rent abatement — which can wipe out the entire dollar amount the eviction was filed to recover. Keeping your maintenance documentation current is not separate from eviction preparedness — it's part of the same system.

Do I need an attorney to file a UD in Alameda County?

California allows landlords to file and prosecute a UD in pro per (without an attorney). However, in Oakland and Berkeley — where just cause rules are enforced rigorously, tenant legal aid resources are well-organized, and procedural defects are quickly identified by opposing counsel — most experienced property managers strongly recommend working with an attorney experienced in Alameda County UD practice, particularly for contested cases.

What is the Ellis Act and when does it apply?

The Ellis Act is a California state law that gives landlords the right to withdraw their property entirely from the residential rental market. It is a no-fault just cause ground for eviction in Oakland and Berkeley, but it comes with significant requirements: long notice periods (120 days for most tenants, one year for elderly and disabled tenants), substantial relocation assistance, and restrictions on re-renting the property for years afterward. The Ellis Act is a major decision with long-term consequences — it is not a workaround for ordinary tenancy issues.

Coming Up in This Series

This month we're covering the full eviction and legal notice framework for East Bay landlords:

- **May 11** — Serving the Right Notice the Right Way in California (Step-by-Step) — how to choose, prepare, and properly serve each notice type so it holds up in court
- **May 18** — The Alameda County Unlawful Detainer Timeline Explained — what happens after you file, tenant response options, and realistic timelines from notice to lockout
- **May 28** — Self-Help Eviction Penalties in California & Owner Protections — what the law actually gives landlords, and the lines you cannot cross

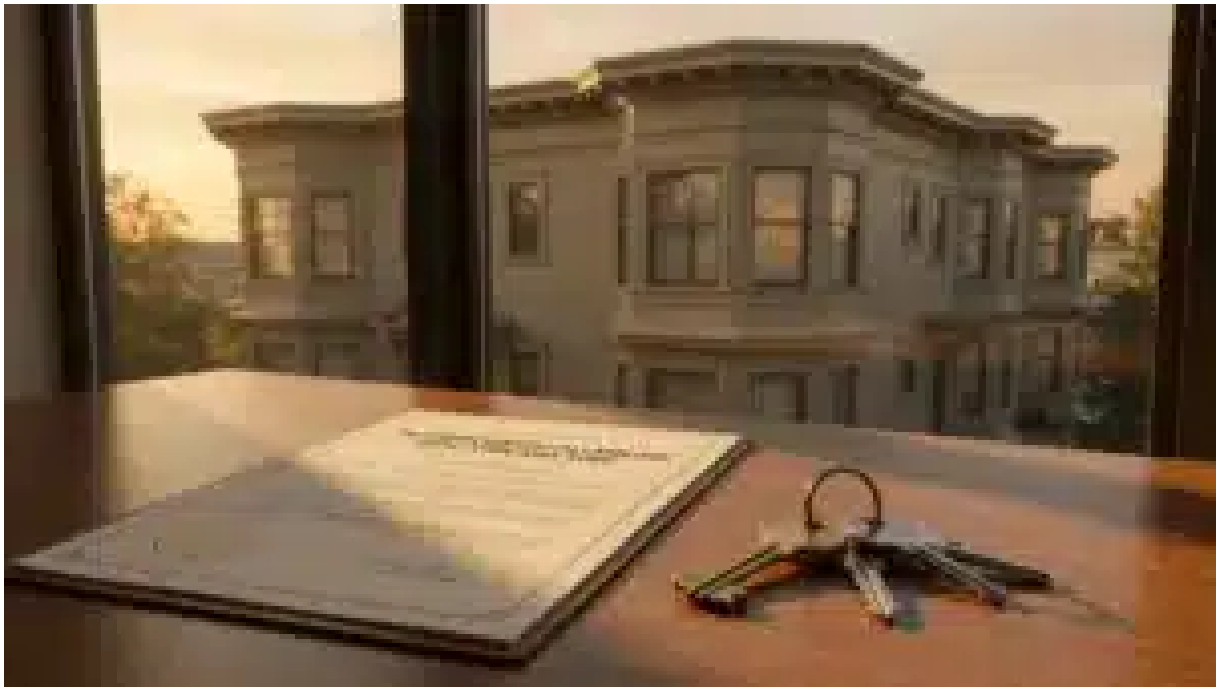
Related Reading

- East Bay Property Management Services
- Oakland Property Management
- Berkeley Property Management
- California Landlord Repair Timelines: How Fast You Must Fix Tenant Requests (2026 Guide)
- California's Implied Warranty of Habitability: What Every East Bay Landlord Must Maintain in 2026
- Oakland Rent Adjustment Program
- Berkeley Rent Stabilization Board

More In This Series

Articles and videos in this series

- **ARTICLE**



Oakland Just Cause Eviction: Legal Grounds, Notice Requirements & What Landlords Must Know (2026)

June 18, 2026

- **ARTICLE**



California Landlord Protections & Self-Help Eviction Risks: What You Can (and Absolutely Cannot) Do (2026)

May 25, 2026

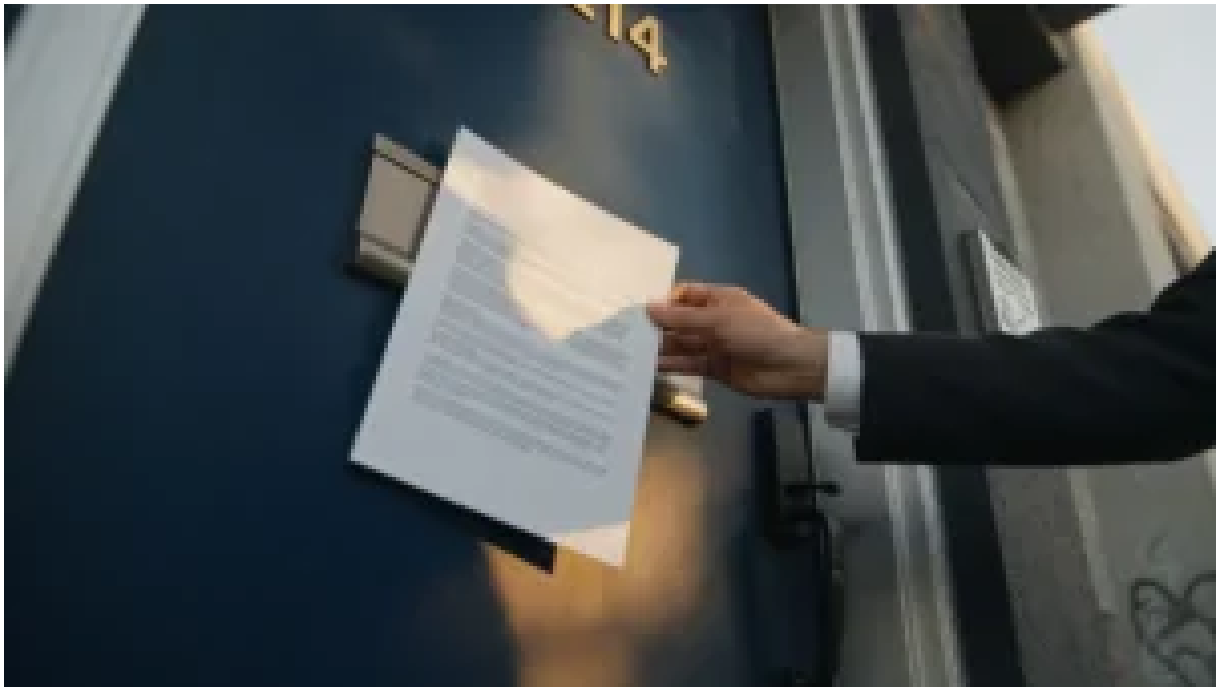
- **ARTICLE**



How Long Does an Eviction Take in California? The Alameda County UD Timeline (2026)

May 18, 2026

- **ARTICLE**



California Eviction Notice Requirements (2026): How to Serve a 3-Day, 30-Day & 60-Day Notice

May 10, 2026

- **VIDEO**



California Landlord Protections & Self-Help Eviction Risks (2026)

May 25, 2026

- **VIDEO**



California Eviction Timeline Video: Alameda County Unlawful Detainer Process (2026)

May 17, 2026

- **VIDEO**



How to Serve a California Eviction Notice Without Getting Your Case Dismissed (2026)

May 10, 2026

- **VIDEO**



California Eviction Law 101: What East Bay Landlords Need to Know Before Summer (2026)

May 4, 2026

Source: https://dev.alleastbayproperties.com/california-eviction-law-east-bay-landlord-guide-2026/