Rent Increases in the East Bay: What Landlords Can (and Cannot) Do in 2026

Updated September 2026: rates, coverage cutoffs, and notice periods checked against Civil Code 827 and 1947.12 and the Oakland, Berkeley, Richmond, and Emeryville ordinances.

If you own rental property in the East Bay, you already know that raising rent isn't as simple as picking a number. The rules governing East Bay rent increases in 2026 vary significantly by city — Oakland, Berkeley, Richmond, and Emeryville each have their own requirements layered on top of California's statewide law, and the penalties for getting it wrong are real.

This guide gives you a clear, practical overview of how rent increases work in 2026: what the rules are, which properties they apply to, and what happens if they're not followed. Use the

links throughout to dive deeper into each city’s specific rules.

Video Transcript

Note: Rates have changed since this video was recorded in March 2026. Oakland’s allowable increase is 2.3% from August 1, 2026, and Richmond’s AGA is 1.5% from September 1, 2026.

If you own rental property in the East Bay, raising rent in 2026 isn’t as simple as picking a number. Between California’s statewide AB 1482 law and the local ordinances in Oakland, Berkeley, Richmond, and other East Bay cities — the rules vary significantly depending on exactly which units you own, and the penalties for getting it wrong are real.

Here’s what you need to know at a glance. Under AB 1482, most California landlords are capped at 5% plus local CPI — with a hard ceiling of 10%. But in the East Bay, local rules are often much stricter. Oakland’s current cap is just 0.8%. Berkeley sits at 1.0%. Richmond is at 1.62%. And Emeryville has no local rent cap — but carries some of the strongest eviction protections in the region.

On top of the percentages, Oakland, Berkeley, and Richmond all require annual unit registration. Notice timing matters too — get that wrong, and your increase may not hold up.

This month, we’re diving deep into all of it — city by city, rule by rule. Start with the full breakdown in the first of our March series on “rent control and increases” — the link is right below this video.

Start Here: What Is AB 1482?

AB 1482 is California’s statewide rent cap law, and it sets the baseline for most landlords across the state. Under AB 1482, annual rent increases are capped at **5% plus the local rate of inflation (CPI), with a hard ceiling of 10%** — whichever is lower.

For 2026, the applicable CPI figure is based on the San Francisco-Oakland-Hayward metro area. We'll walk through the exact calculation in our coming AB 1482 deep-dive article, including a step-by-step worked example with real numbers.

AB 1482 also includes just cause eviction protections, meaning landlords covered by the law can only terminate tenancies for specific legally defined reasons.

Which Properties Are Covered by AB 1482?

AB 1482 applies to most multi-family residential rentals in California that are more than 15 years old. It does **not** apply to:

- Single-family homes and condos — unless owned by a real estate investment trust, a corporation, or an LLC with a corporate member (and only if the tenant was given the exemption notice the law requires)
- Properties built within the last 15 years
- Properties already subject to a local rent control ordinance that is stricter than AB 1482
- Owner-occupied duplexes where the owner lives in one unit

Important: In Oakland, Berkeley, and Richmond, local ordinances are stricter than AB 1482 — so for those properties, city rules take precedence. AB 1482 still matters for any units you own that fall outside the local ordinance's scope.

East Bay Rent Control at a Glance

> California’s rent increase rules involve more than one calculation — AB 1482, local ordinances, and notice requirements all need to align before you act.

If you own property in multiple East Bay cities — or you’re trying to quickly compare rules across jurisdictions — this table is your starting point. Allowable increases are current as of the dates shown; each city updates its rate annually.

City / Jurisdiction	Rent Increase Cap	Just Cause Eviction?	Registration Req?	Key Notes	Rate Period
Statewide (AB 1482)	CPI + 5% (max 10%)	Yes (AB 1482)	No	Base law — local rules may override	Annual (CPI)
Emeryville	8.8% (AB 1482 rate)	Yes — local ordinance	No	No local rent cap; strict eviction rules; notice to City Clerk required	Aug 1 – Jul 31
Oakland	2.3% (RAP)	Yes — local ordinance	Yes	Cap is 60% of CPI, max 3%	Aug 1 – Jul 31

City / Jurisdiction	Rent Increase Cap	Just Cause Eviction?	Registration Req?	Key Notes	Rate Period
Berkeley	1.0% (AGA 2026)	Yes — local ordinance	Yes	Rent Stabilization Board administers	Jan 1 – Dec 31
Richmond	1.5% (AGA 2026–27)	Yes — local ordinance	Yes	Often overlooked; real compliance risk	Sep 1 – Aug 31

Note: Oakland and Emeryville follow the August 1 – July 31 cycle. Berkeley's AGA takes effect each January 1. Richmond runs September 1 – August 31. Emeryville has no local rent cap — the AB 1482 Alameda County rate (8.8% for August 1, 2026 – July 31, 2027) applies. Verify all figures before implementing any increase.

Emeryville: No Local Rent Cap — But Strong Eviction Protections

Emeryville is a different kind of story from its neighbors. The city has **no local rent cap of its own** — instead, the AB 1482 statewide limit applies, which for the current period (August 1, 2026 – July 31, 2027) is 8.8% for Alameda County properties. That's meaningfully higher than Oakland or Berkeley.

What Emeryville does have is one of the stronger just cause eviction ordinances in the East Bay, enacted in 2017. Landlords cannot terminate a tenancy without a qualifying reason —

either a for-cause reason (non-payment, lease violation, illegal activity) or a no-fault reason (owner move-in, substantial renovation, removing the unit from the market). No-fault terminations require relocation assistance to the tenant.

One procedural requirement that often catches Emeryville landlords off guard: when you serve a notice of termination, you must deliver a copy to the Emeryville City Clerk within 10 days. Skipping this step does not invalidate the notice, but it is a compliance obligation worth building into your process.

Oakland Rent Control

Oakland has its own Rent Adjustment Program (RAP), which applies to most multi-family rental units built before 1983. The current allowable annual increase is **2.3%** for August 1, 2026 through July 31, 2027 — one of the most restrictive in the state.

Oakland landlords must also register their rental units with the RAP and pay an annual registration fee. Skipping registration isn't just an administrative oversight — it can affect your ability to implement rent increases and expose you to penalties.

Coming March 17th: For a full breakdown of Oakland's rules, petition process, and registration requirements, see our Oakland Rent Control 2026 guide →

Berkeley Rent Stabilization

Berkeley's Rent Stabilization Ordinance is administered by the Berkeley Rent Stabilization Board and applies to most residential units built before July 1, 1980. The Annual General Adjustment (AGA) for 2026 is **1.0%**.

Like Oakland, Berkeley landlords are required to register rental units annually. Berkeley's rules around petitions — both landlord petitions for additional increases and tenant petitions challenging increases — add another layer of complexity that's worth understanding before

you act.

Richmond Rent Control

Richmond’s rent control covers multi-unit properties built before February 1, 1995 (single-family homes, condos, and newer buildings are exempt), and the city sets its own Annual General Adjustment separately from Oakland and Berkeley. The current AGA is **1.5%** for the period running September 1, 2026 through August 31, 2027.

Richmond is often overlooked in conversations about East Bay rent control — which means the pool of landlords operating with incomplete information is larger than you might expect. Registration, petition rights, and just cause protections all apply here in the same way they do in Oakland and Berkeley.

Do You Own in More Than One East Bay City?

Managing units across multiple East Bay cities means tracking different rules, rates, and deadlines for each property.

> This is more common than people think — a duplex in Oakland, units in Emeryville, and an older Berkeley apartment can all be subject to completely different rules, even if they're only a few miles apart.
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> The allowable increase percentage, the registration requirements, the notice timing, and the penalty structure can all vary. Applying the wrong city's rules — or assuming AB 1482 is your only obligation — is one of the most common and costly mistakes East Bay landlords make.
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> **If you manage a mixed portfolio, it's worth mapping each unit to its governing ordinance before any increase cycle** — especially in Emeryville, where the rent rules and eviction rules operate on entirely different frameworks.

Notice Requirements: Timing Matters

Even if your rent increase is legally compliant, it won't hold up if the notice isn't delivered correctly. California law requires:

- **30 days' notice** for increases of 10% or less (though check local ordinances — some require more)
- **90 days' notice** for increases over 10% (counting all increases in the prior 12 months)
- **Proper delivery method** — personal delivery, or mail (which adds five days to the notice period under CCP 1013)

The clock starts from the date of delivery, not the date you write the notice. Getting this wrong means the increase doesn't take effect when you expect it to — and in some cases, it's void entirely.

Coming March 24th: See our California Rent Increase Notice Requirements guide → for a full walkthrough, including how to handle tenant pushback professionally.

Frequently Asked Questions

Does AB 1482 apply to my property if it's also covered by Oakland or Berkeley rent control?

Generally, no — if your property is covered by a local rent control ordinance that is stricter than AB 1482, the local ordinance takes precedence for the rent cap. However, AB 1482's just cause eviction provisions may still apply depending on the property. It's worth confirming which rules govern each specific unit.

What happens if I raise rent above the allowable limit?

In Oakland and Berkeley, a tenant can file a petition with the local rent board challenging the increase. If upheld, you may be required to refund excess rent collected and could face additional penalties. In Richmond, a willful overcharge can also carry a treble (triple) civil penalty. Getting the calculation right before you issue a notice is far less costly than fixing it afterward.

My property was built after 1995 — do these rules still apply to me?

Possibly. AB 1482 applies to buildings more than 15 years old, so a 1995 building would be covered now. Local ordinances have their own cutoff dates — Oakland's applies to buildings built before 1983, Berkeley's before July 1, 1980, and Richmond's before February 1, 1995. If your building post-dates those cutoffs, you may still be subject to AB 1482 but not the local ordinance.

Can I raise rent on a vacant unit to any amount I want?

Under AB 1482, you can reset rent to market rate when a tenant voluntarily vacates. Oakland and Berkeley both have vacancy decontrol provisions, meaning rent can generally be reset

upon a new tenancy. However, rules around this are nuanced — particularly where just cause protections are involved. Confirm with a property management professional before acting.

How do I know which CPI figure to use for AB 1482?

Use the San Francisco-Oakland-Hayward metro area CPI, published by the U.S. Bureau of Labor Statistics. The figure used must reflect the 12-month period ending in April of the applicable year. We cover this in detail — including the step-by-step calculation — in our AB 1482 deep-dive article.

We Handle This for Our Clients — So They Don't Have to Think About It

At All East Bay Properties, we manage 600+ rental units across Emeryville, Oakland, Berkeley, Richmond, and the broader East Bay. Every year, we calculate the maximum allowable increase for each unit, verify the applicable ordinance and CPI data, prepare compliant notices, and manage the delivery process — all documented in case it's ever questioned.

Our clients capture every dollar they're legally entitled to — without the compliance risk that comes from getting the details wrong.

If you'd like to talk through how this works for your portfolio, we're happy to walk you through it.

Get in touch →

This Post Is Part of Our California Rent Increase Series

This is the final article in our four-part series on California rent increase law:

- **Week 1** — California Rent Increase Laws: What Every Landlord Needs to Know *(see our California rent increase laws guide)*
- **Week 2** — AB 1482: Who Is Covered, What the Caps Are, and How Exemptions Work *(see our AB 1482 coverage and exemptions breakdown)*
- **Week 3** — Oakland Rent Increase Rules: RAP Filing, Local Caps, and What's Changed *(see our Oakland rent increase rules guide)*
- **Week 4** — California Rent Increase Notice Requirements

Related video: Rent Increases in the East Bay: What Landlords Can (and Cannot) Do in 2026

Sources: California AB 1482 — Tenant Protection Act of 2019 | Oakland Rent Adjustment Program | Berkeley Rent Stabilization Board | Richmond Rent Program | Emeryville Residential Landlord & Tenant Relations Ordinance

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