Ending a Month-to-Month Tenancy in California: Notice, Just Cause & What Landlords Get Wrong (2026)



Last updated August 2026 — reflects AB 1482's 12-month just-cause rule (plus its added-tenant occupancy test) and Oakland's, Berkeley's, and Emeryville's day-one just-cause coverage under their current ordinances.

In Short

> Ending a month-to-month tenancy in California runs on one of two entirely different tracks, and using the wrong one is the single most common mistake landlords make. If the tenancy isn't just-cause protected, **Civil Code §1946.1** lets a landlord end it with no reason given — 30 days' notice if the tenant has lived there less than a year, 60 days' if a year or longer. But once just cause applies, a no-cause notice isn't a lawful option at all: the landlord needs a qualifying at-fault or no-fault reason under **Civil Code §1946.2 (AB 1482)**, which kicks in after **12 continuous months** of tenancy statewide in the usual case — adding another adult tenant triggers a special either/or occupancy test instead (see below) — or, in **Oakland, Berkeley, and Emeryville**, from **day one** under their own just-cause ordinances, regardless of how long the tenant has lived there. Lease expiration by itself is never a valid just cause in any of these jurisdictions. Relocation assistance for a no-fault termination isn't a flat figure either — Oakland, Berkeley, and Emeryville each set their own local relocation rules and amounts under ordinance instead of simply defaulting to AB 1482's one-month statewide baseline — often substantially higher, though not always — and offering it doesn't obligate the tenant to accept it or move out. This is a different notice, a different statute, and a different question than raising the rent, which runs on its own separate clock under §827(b) — covered in our month-to-month rent increase guide.

Key Facts — Ending a Month-to-Month Tenancy in California (2026)

Question	Answer	Confidence
Which statute governs a no-cause termination?	Civil Code §1946.1 — only where the tenancy isn't already just-cause protected	Required by law

Question	Answer	Confidence
No-cause notice period, tenant under 1 year	30 days, written	Required by law
No-cause notice period, tenant 1 year or longer	60 days, written	Required by law
When does statewide just cause (AB 1482) apply?	After 12 continuous months of tenancy in the usual case — a special either/or occupancy test applies instead if an adult tenant was added later (see below)	Required by law
Is a no-cause notice ever valid once just cause applies?	No — a qualifying at-fault or no-fault reason is required instead	Required by law
When does Oakland’s just cause ordinance apply?	Day one of the tenancy, for covered units — no 12-month wait	Required by local ordinance
When does Berkeley’s just cause ordinance apply?	Day one of the tenancy, for covered units — no 12-month wait	Required by local ordinance

Question	Answer	Confidence
When does Emeryville's just cause ordinance apply?	Day one of the tenancy — no 12-month wait; a true no-cause termination is essentially never available in Emeryville	Required by local ordinance
Is lease expiration itself a valid just cause?	No, in any of these jurisdictions — expiration alone never qualifies once just cause applies	Required by law / local ordinance
Relocation assistance for a no-fault just-cause termination	AB 1482's statewide baseline is one month's rent or an equivalent waiver, due within 15 calendar days of service — Oakland, Berkeley, and Emeryville each set their own amount and payment deadline under local ordinance instead (see below)	Required by law / local ordinance
Does this apply to raising the rent instead?	No — rent increases run on a separate notice under Civil Code §827(b); see our rent increase guide	Required by law

For how a fixed-term lease actually becomes month-to-month in the first place, see California Lease Renewals 2026. For the full AB 1482 just-cause and relocation-assistance rules, see our AB 1482 guide. For Oakland's complete list of permitted grounds, see our Oakland Just Cause Eviction guide.

Ending a Month-to-Month Tenancy in California: Notice, Just Cause & What Landlords Get Wrong (2026)

Video Transcript

Quick question before we start: if you want to end a month-to-month tenancy in California, do you always owe 30 or 60 days' notice and nothing else? A lot of landlords assume that's the whole rule. It isn't — and assuming it is can mean serving a notice that isn't actually valid. Let's walk through what really governs ending a month-to-month tenancy.

There are really two tracks here, and which one applies depends on just-cause coverage — not on how the landlord feels about the tenant. If the tenancy isn't just-cause protected, Civil Code section 1946.1 lets a landlord end it without giving a reason: 30 days' notice if the tenant's been there less than a year, 60 days' if a year or longer.

But once just cause applies, that no-cause option is off the table entirely. Statewide, AB 1482 — Civil Code section 1946.2 — requires just cause once a tenant has occupied the unit for 12 continuous months. There's a wrinkle worth knowing: if an additional adult tenant is added to the lease before the original tenant hits 24 months, the rule gets more nuanced — just cause applies once either all tenants have lived there 12 months or more, or any one tenant has lived there 24 months or more, whichever happens first. So adding a roommate doesn't automatically buy a landlord a fresh 24-month runway.

Oakland, Berkeley, and Emeryville don't wait 12 months at all. All three cities' just-cause ordinances apply to covered units from day one of the tenancy — a tenant who moved in last month has the same protection as one who's been there a decade. In Emeryville especially, a true no-cause termination is essentially never available, since nearly every unit in the city falls under its just-cause ordinance from the start. And here's the piece that trips people up in every jurisdiction: lease expiration, by itself, is never a valid just cause. The lease simply ending doesn't give a landlord grounds to end a just-cause-protected tenancy — a qualifying at-fault or no-fault reason is still required.

If the reason is no-fault — something like an owner move-in — relocation assistance is owed, and both the amount and the ground depend on where the property sits. AB 1482's statewide baseline is one month's rent, or an equivalent rent waiver, due within 15 calendar days after the notice is served. But Oakland, Berkeley, and Emeryville each set their own local

relocation rules and amounts instead — often substantially higher than that one-month baseline — skip the correct amount or deadline, and the termination notice itself can be invalidated. And here's something worth knowing from what we see on our own properties: offering relocation assistance doesn't obligate the tenant to accept it or move out. We had a call recently about an Oakland property where the owner needed to sell and offered a family member living there thirty thousand dollars — well above what the ordinance required — and the tenant still refused the money and refused to move. That ended up as a referral to a housing attorney, because relocation assistance satisfies a notice requirement; it doesn't, by itself, get you possession of the unit.

One more distinction worth keeping straight: none of this is the same question as raising the rent. That runs on Civil Code section 827, a completely separate notice with its own timeline — we cover that in a separate guide, linked below.

If you want the full breakdown — the complete decision path, the Oakland, Berkeley, and Emeryville specifics, and the notice requirements for a for-cause termination — the complete guide is linked below. We manage 600-plus units across Emeryville, Oakland, Berkeley, and Richmond, and confirming just-cause coverage before a termination notice goes out is one of the first things we check, every time.

If this was useful, subscribe — we cover this every week. See you in the next one.

Two Tracks: No-Cause Notice vs. Just Cause

"Ending a tenancy" and "evicting a tenant" get used interchangeably, but the legal question underneath is really: does this unit require a reason to end the tenancy, or not? That answer splits into two completely different tracks, and the split determines which statute, which notice period, and which paperwork actually apply.

Under Civil Code §1946.1, a landlord ending a month-to-month tenancy that isn't just-cause protected doesn't need to state a reason at all — a "no-cause" or "no-fault" termination, in

the sense that no wrongdoing or qualifying business reason has to be shown. The required notice is **30 days** if the tenant has lived there less than a year, and **60 days** if a year or longer.

Once just cause applies — whether under AB 1482's statewide threshold or Oakland's, Berkeley's, or Emeryville's day-one local ordinances — that no-cause option disappears. Civil Code §1946.2 requires a qualifying at-fault or no-fault reason instead, and §1946.1's no-cause notice is no longer a lawful basis for ending the tenancy, regardless of how much notice is given.

A tenancy that's for-cause — ending because of unpaid rent or a lease violation — is a third category with its own notice mechanics (a 3-day notice to pay rent or quit, or to cure or quit), covered separately in our eviction notice requirements guide. This guide focuses on the no-cause/just-cause question, which is where the confusion is most common.

When Just Cause Kicks In Statewide: The 12-/24-Month Rule

For units covered by AB 1482 and not subject to a stricter local ordinance, just-cause protection attaches once all tenants under the same household have continuously and lawfully occupied the unit for **12 months**. There's one wrinkle: if an additional adult tenant is added to the lease before an existing tenant has occupied the unit for 24 months, the rule gets more nuanced — just cause applies once **either** all tenants have occupied the unit for 12 months or more, **or** at least one tenant has occupied it for 24 months or more, whichever comes first. In practice, that often means coverage attaches sooner than a simple "24-month reset" would suggest.

Before the applicable threshold is met, a no-cause termination under §1946.1 is still a lawful option for AB 1482 purposes. Once it's met, the landlord needs one of the law's recognized categories:

At-Fault Just Cause

- Failure to pay rent
- Material breach of the lease, after written notice to cure
- Criminal activity or nuisance
- Unauthorized subletting
- Refusal to allow lawful entry

No-Fault Just Cause

Legitimate business reasons that aren't the tenant's fault — owner move-in, Ellis Act withdrawal, substantial renovation requiring vacant possession, or a government order requiring vacancy. A no-fault termination requires **relocation assistance equal to one month's rent**, or an equivalent rent waiver, due within 15 calendar days of the notice being served — skipping or missing that deadline can invalidate the notice. See our full AB 1482 guide for the complete grounds list and notice mechanics.

Lease expiration is not on either list. A fixed-term lease simply reaching its end date — or a tenancy that has already converted to month-to-month under Civil Code §1945 — is not, by itself, a qualifying just cause once the threshold is met. See California Lease Renewals 2026 for how that conversion works.

Oakland, Berkeley, and Emeryville: Just Cause From Day One, No Waiting Period

AB 1482's 12-/24-month threshold doesn't apply in Oakland, Berkeley, or Emeryville the way it does everywhere else in AEBP's service area — all three cities' local just-cause ordinances cover eligible units from the very start of the tenancy, which means a true no-cause termination is rarely, if ever, available on a covered unit in any of them.

Oakland's Just Cause for Eviction Ordinance (OMC §8.22.360) applies to covered units from day one — a tenant who moved in a month ago has the same protection as one who's lived there for years, and lease expiration is not among the ordinance's permitted grounds. See our Oakland Just Cause Eviction guide for the complete list of permitted grounds.

Berkeley's Rent Stabilization Ordinance (BMC Ch. 13.76) works the same way for covered units — just-cause protection attaches at the start of the tenancy, and expiration of the lease term is not, by itself, good cause to end it.

Emeryville's Residential Landlord and Tenant Relations Ordinance (Emeryville Municipal Code §5-40.04(a)) goes further still — just cause is required from day one of the tenancy for covered units, and relocation assistance is owed on essentially every no-fault termination, which means a true no-cause termination is rarely a realistic option on an Emeryville rental at all.

The practical trap: a landlord who correctly tracks the statewide 12-month AB 1482 threshold can still get this wrong on an Oakland, Berkeley, or Emeryville property, because the local ordinance overrides the statewide waiting period entirely rather than adding to it. A brand-new tenant on a covered unit in any of these three cities may already be just-cause protected on day one, even though the same tenant in a jurisdiction without a local ordinance wouldn't be for another 11 months.

Not the Same Question as Raising the Rent

Ending a tenancy and raising the rent on one that continues are two separate legal actions, governed by two separate parts of the Civil Code, and mixing them up is one of the more common mistakes we see. Ending a tenancy runs through §1946.1 (no cause) or §1946.2 (just cause), covered above. Raising the rent on a tenancy that continues runs through §827(b) instead — a 30- or 90-day notice depending on the increase's size, capped by AB 1482 or the applicable local rate. Neither notice substitutes for the other, and serving one doesn't extend or shorten the deadline for the other. See our full month-to-month rent increase guide for

that side of the ledger.

Relocation Assistance Isn’t One-Size-Fits-All

AB 1482’s one-month baseline is a floor, not the number that actually applies on most of the no-fault terminations we handle. Oakland, Berkeley, and Emeryville each have their own local relocation rules and amounts under ordinance instead of simply defaulting to AB 1482’s figure — often substantially higher, though not always (Emeryville’s small-landlord formula, for example, can land close to that same one-month baseline). Here’s what we check before advising an owner on a no-fault termination in any of these three cities:

- **Oakland** — under the Uniform Residential Tenant Relocation Ordinance, the amount depends on unit size and the specific no-fault ground (owner/relative move-in, Ellis Act, and code-compliance displacement each have their own provisions), and the citywide schedule adjusts every August 1st. Payment is typically split — part due within 15 calendar days of serving the notice, the rest within 15 calendar days of the tenant vacating. Confirm the current amount and applicable program with Oakland’s Rent Adjustment Program before serving notice or quoting a figure.
- **Berkeley** — Berkeley’s own no-fault relocation program (separate from AB 1482) adjusts each January 1st; for 2026 it’s $19,413 per household, plus an additional $6,471 for a qualifying household.
- **Emeryville** — under the Residential Landlord and Tenant Relations Ordinance (Emeryville Municipal Code §5-40.04(a)), the amount depends on the size of the landlord’s portfolio: an owner of four units or fewer owes the greater of one month’s HUD Fair Market Rent or one month’s actual rent; a larger landlord owes the greater of five months’ HUD Fair Market Rent or four months’ actual rent. Payment is due by the last day of the tenancy for which the landlord received rent.

What We See Managing East Bay Rentals

Here’s the part that catches owners off guard: paying the relocation amount doesn’t obligate the tenant to accept it or move out. We’ve seen tenants refuse a relocation offer outright and simply stay put, which pushes the owner toward a full eviction as the only remaining option. We got a call recently from an owner who needed to sell a property in Oakland with a family member living in it — they offered $30,000, well above what Oakland’s ordinance required, and the tenant still refused both the money and the move-out date. We referred that owner to a local attorney who specializes in housing and unlawful detainer cases, because at that point the relocation offer had satisfied the notice requirement — it hadn’t, by itself, gotten the owner possession of the unit. Relocation assistance satisfies a legal payment requirement; it isn’t a buyout agreement, and it doesn’t guarantee voluntary possession.

No-Cause vs. Just-Cause Termination: Quick Comparison

	No-Cause Termination	Just-Cause Termination
Governing statute	Civil Code §1946.1	Civil Code §1946.2 (AB 1482) or local ordinance
When available	Only where just cause doesn’t yet apply	Once the applicable just-cause threshold is met
Reason required	None — no reason has to be stated	A qualifying at-fault or no-fault reason
Notice period	30 days (tenant <1 yr) or 60 days (≥1 yr)	Varies by ground; no-fault grounds also require relocation assistance
Is lease expiration alone sufficient?	N/A — no reason needed either way	No, in any AEBP jurisdiction

	No-Cause Termination	Just-Cause Termination
Relocation assistance owed?	No — though Oakland, Berkeley, and Emeryville's day-one just-cause coverage means a true no-cause termination is rarely available there at all	Yes, for no-fault grounds — AB 1482's one month's rent (or equivalent waiver), due within 15 days of service, is the statewide floor; Oakland, Berkeley, and Emeryville each set their own amount and deadline under local ordinance, often higher

Common Mistakes With Ending a Month-to-Month Tenancy

- **Serving a no-cause §1946.1 notice on a just-cause-protected tenant** — once just cause applies, no-cause notice isn't a lawful basis for ending the tenancy at all
- **Assuming AB 1482's 12-month wait applies in Oakland, Berkeley, or Emeryville** — all three cities' local ordinances cover eligible units from day one instead
- **Treating lease expiration as its own valid just cause** — it isn't, once the applicable threshold or local ordinance is in effect
- **Skipping relocation assistance on a no-fault termination** — this can invalidate the notice entirely, not just create a payment obligation after the fact
- **Assuming AB 1482's flat one-month relocation figure and service-day timing applies everywhere** — Oakland, Berkeley, and Emeryville each set their own amount and payment deadline under local ordinance instead
- **Assuming an offered relocation payment guarantees the tenant will move** — a tenant can refuse the assistance and stay, which can push the owner toward a full eviction as the only remaining option
- **Confusing a rent-increase notice with a termination notice** — they're governed by different statutes with different timelines and don't substitute for each other

- **Assuming an added adult tenant simply pushes the AB 1482 threshold from 12 months to 24** — the actual rule is more nuanced (whichever comes first: all tenants at 12 months, or any one tenant at 24), and coverage can attach earlier than a flat 24-month reset would suggest

Before You Serve a Termination Notice: A Quick Checklist

- Confirm the tenancy is actually month-to-month, not still inside an active fixed-term lease
- Check just-cause coverage first: has the unit hit AB 1482's 12- or 24-month threshold, or is it in Oakland, Berkeley, or Emeryville, where coverage may already apply from day one?
- If just cause applies, confirm the termination fits a recognized at-fault or no-fault ground — lease expiration alone doesn't qualify
- If it's a no-fault ground, confirm the correct relocation-assistance amount and payment deadline for the property's location — AB 1482's baseline is due within 15 calendar days of service, but Oakland, Berkeley, and Emeryville each set their own amount and deadline under local ordinance — and remember that paying it doesn't obligate the tenant to accept it or move out
- If just cause doesn't yet apply, calculate the correct §1946.1 notice period: 30 days under a year, 60 days at a year or more
- Serve written notice, keep proof of service, and check for any additional local filing requirement (e.g., Oakland's RAP or Berkeley's Rent Board)
- Don't conflate this with a rent-increase notice — confirm each notice independently against its own statute and timeline

Termination and eviction rules are highly fact-specific, especially where state and local just-cause laws overlap. If possession is disputed, the termination ground is uncertain, or a local relocation rule applies, consult a California landlord-tenant attorney before serving the notice.

Current rule at a glance

Rental law fact card

AB 1482 Just Cause: When a California Landlord Can End a Tenancy

After a tenant has lived in a covered California rental for 12 months, the owner can end the tenancy only for a listed at-fault or no-fault reason, stated in the notice. No-fault endings require one month's rent in relocation help.

- **Occupancy before protection starts:** 12 months (24 in some added-tenant cases)
- **No-fault relocation:** One month's rent, paid within 15 days, or final month waived
- **Owner move-in: occupant must move in:** Within 90 days and stay 12 months

AB 1482 (Tenant Protection Act); Civ. Code § 1946.2 · In force · Effective Jan 1, 2020 · Last reviewed Sep 25, 2026

Full rule, sources and what changed →

Frequently Asked Questions About Ending a Month-to-Month Tenancy

How much notice does a landlord need to end a month-to-month tenancy in California?

For a no-cause termination under Civil Code §1946.1, 30 days if the tenant has lived there less than a year, and 60 days if a year or longer. This route is only available where the tenancy isn’t already just-cause protected — where AB 1482 or a local just-cause ordinance applies, a no-cause notice isn’t a lawful basis for ending the tenancy at all.

When does just-cause protection start for a month-to-month tenant in California?

Statewide under AB 1482, after 12 continuous months of tenancy in the usual case. If an additional adult tenant is added before an existing tenant hits 24 months, a special either/or occupancy test applies instead: coverage attaches once either all tenants reach 12 months or any one tenant reaches 24 months, whichever comes first — which is often later than the original tenant's own 12-month mark, not sooner. In Oakland, Berkeley, and Emeryville, local just-cause ordinances apply to covered units from day one of the tenancy instead, with no waiting period.

Is lease expiration a valid reason to end a month-to-month tenancy?

Not by itself, once just cause applies. A fixed-term lease reaching its end date, or a tenancy that has already converted to month-to-month, is not among AB 1482's, Oakland's, Berkeley's, or Emeryville's recognized grounds. Before just cause applies, a no-cause termination with proper §1946.1 notice is still a lawful option.

Does Oakland, Berkeley, or Emeryville give landlords a 12-month grace period before just cause applies?

No. Unlike AB 1482's statewide 12-month threshold, Oakland's Just Cause for Eviction Ordinance, Berkeley's Rent Stabilization Ordinance, and Emeryville's Residential Landlord and Tenant Relations Ordinance all apply to covered units from day one of the tenancy — there's no waiting period in any of the three cities.

What is relocation assistance, and when is it owed?

For a no-fault just-cause termination — owner move-in, Ellis Act withdrawal, substantial renovation, or a government-ordered vacancy — the landlord owes the tenant relocation assistance. AB 1482's statewide baseline is one month's rent or an equivalent rent waiver, due within 15 calendar days of the notice being served; Oakland, Berkeley, and Emeryville each set their own amount and payment deadline under local ordinance instead. Failing to provide the correct amount by the correct deadline can invalidate the termination notice — and paying it doesn't obligate the tenant to accept it or move out.

Is ending a month-to-month tenancy the same process as raising the rent?

No. Ending a tenancy runs through Civil Code §1946.1 (no cause) or §1946.2 (just cause). Raising the rent on a continuing tenancy runs through a separate statute, §827(b), with its own 30- or 90-day notice depending on the size of the increase. Neither notice substitutes for the other.

Does an added roommate change when just cause applies?

It can, though not by simply resetting the clock to 24 months. Under AB 1482, if an additional adult tenant is added before an existing tenant has occupied the unit for 24 months, just-cause protection attaches once either all tenants have occupied the unit for 12 months or more, or any one tenant has occupied it for 24 months or more — whichever happens first. Depending on when the new tenant was added, that can mean coverage starts well before the original tenant's 24-month mark.

Sources

- Civil Code §1946.1 — 30/60-day notice to end a periodic (month-to-month) tenancy without cause
- Civil Code §1946.2 — AB 1482 statewide just-cause eviction requirements, including the 12-/24-month occupancy thresholds and relocation assistance
- Civil Code §1945 — holdover tenancy presumed renewed month-to-month on acceptance of rent
- Civil Code §827(b) — rent-increase notice requirements (separate from termination)
- City of Oakland — Just Cause for Eviction Ordinance (OMC §8.22.360)
- Berkeley Rent Board — AB 1482 / Tenant Protection Act
- Berkeley Rent Board — 2026 Adjustments of Relocation Assistance Payments
- City of Oakland — Uniform Residential Tenant Relocation Ordinance
- Emeryville Residential Landlord and Tenant Relations Ordinance (Just Cause Ordinance)

Want termination notices checked against just-cause coverage before they go out?

We confirm just-cause coverage — statewide, Oakland, Berkeley, and Emeryville rules — before advising on any termination, and we handle the notice, the timeline, and the relocation-assistance paperwork when it applies.

We manage 600+ units across Emeryville, Oakland, Berkeley, and Richmond — this is what we check before any termination notice goes out.

Reach out for a FREE property evaluation

Related Articles:

- → California Lease Renewals 2026: Notice Requirements, Rent Increases & What Landlords Often Get Wrong
- → Month-to-Month Rent Increases in California: How Much, How Often & How Much Notice (2026)
- → How Much Can a Landlord Raise Rent in California in 2026? AB 1482 Explained
- → Oakland Just Cause Eviction: Legal Grounds, Notice Requirements & What Landlords Must Know
- → California Eviction Notice Requirements (2026)

Source: https://dev.alleastbayproperties.com/ending-month-to-month-tenancy-california-2026/