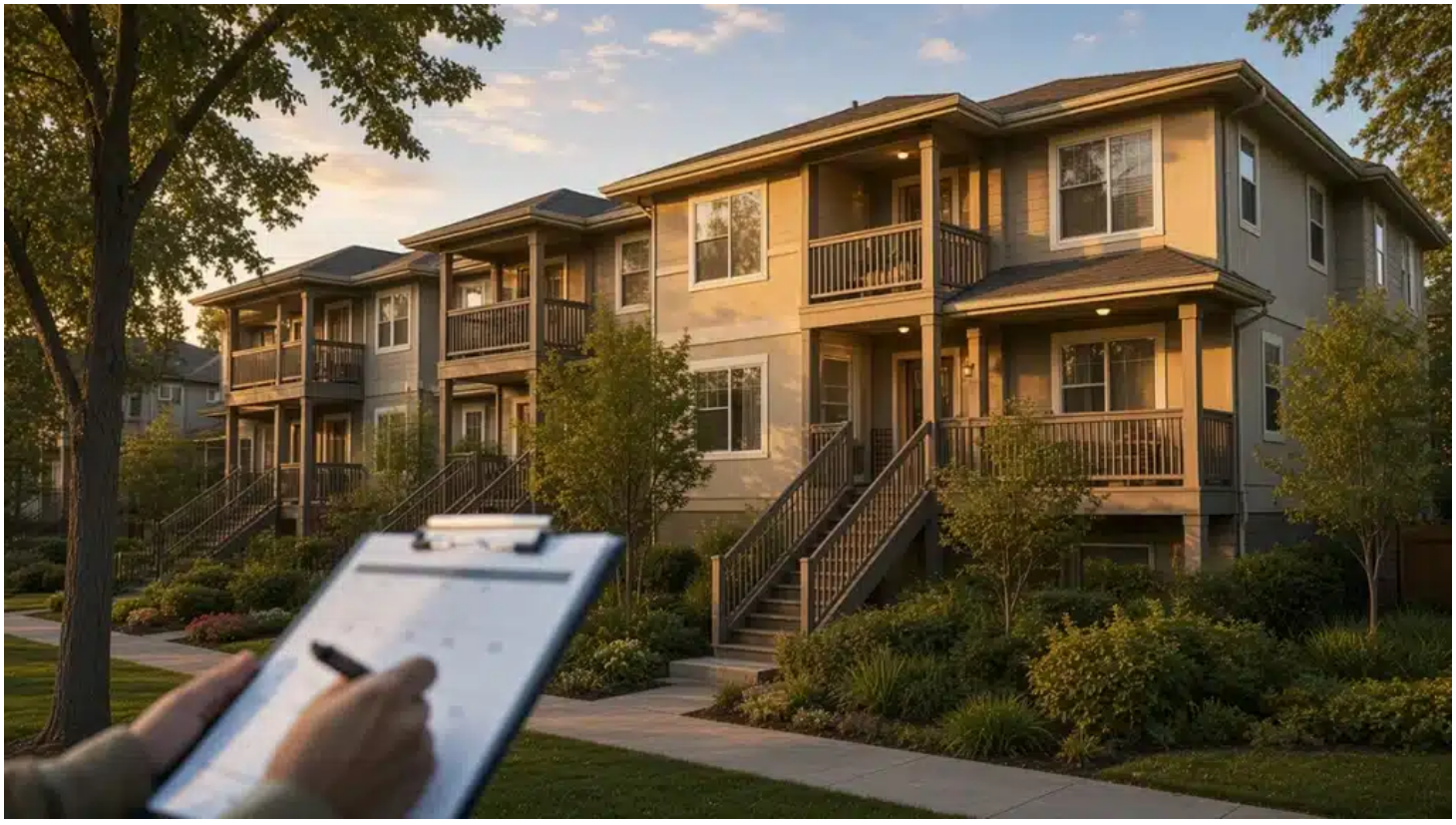
# Month-to-Month Rent Increases in California: How Much, How Often & How Much Notice (2026)



***Last updated August 2026 — reflects the AB 1482 statewide cap at 8.8% and Oakland's local cap at 2.3%, both effective August 1, 2026.***

## In Short

Once a California tenancy is month-to-month, a rent increase is governed by **Civil Code §827(b)** — a completely different statute from the one that ends a tenancy (§1946.1).

> For 2026–2027, the maximum is **8.8% statewide under AB 1482**, but far lower where local rent control applies: **2.3% in Oakland, 1.0% in Berkeley, 1.5% in Richmond**. How often you can use it varies by jurisdiction — up to two increases within a rolling 12 months under AB 1482, but only one per 12 months under Oakland's stricter local rule — and the required notice is **30 days for an increase of 10% or less, 90 days for anything above that**. Section 827's month-to-month notice procedure generally doesn't apply while a tenant is still inside an active fixed-term lease — a mid-term increase usually needs to be authorized by the lease itself, and any applicable state or local rent cap still limits the amount if it is. That's a separate question, covered below.

## Key Facts — Month-to-Month Rent Increases in California (2026)

| Question | Answer | Confidence |
|---|---|---|
| Which statute governs a month-to-month rent increase? | Civil Code §827(b) — not §1946.1, which governs ending the tenancy | Required by law |
| Does §827 apply to an active fixed-term lease? | No — it governs periodic (month-to-month) tenancies. See "What About a Tenant Still in a Fixed Term?" below | Required by law |
| Statewide cap (AB 1482), Aug 1, 2026 – Jul 31, 2027 | 8.8% (5% + 3.8% regional CPI) | Required by law |

| Question | Answer | Confidence |
|---|---|---|
| Oakland RAP cap, Aug 1, 2026 – Jul 31, 2027 | 2.3% | Required by local ordinance |
| Berkeley AGA, calendar year 2026 | 1.0% — and new tenancies are ineligible for any increase until their second full calendar year (see below) | Required by local ordinance |
| Richmond AGA, Sept 1, 2026 – Aug 31, 2027 | 1.5% | Required by local ordinance |
| How often can rent be increased? | Depends on jurisdiction — up to two increases within a rolling 12 months under the statewide AB 1482 cap, but only one per 12 months under Oakland's stricter local rule (see "How Often" below) | Required by law |
| Notice for an increase of 10% or less | 30 days, written (add 5 days if mailed) | Required by law |
| Notice for an increase above 10% | 90 days, written (add 5 days if mailed) | Required by law |

*For the full CPI formula, a worked dollar example, and the complete jurisdiction breakdown, see our AB 1482 rent cap guide. For what happens at lease end and how a fixed-term lease becomes month-to-month in the first place, see California Lease Renewals 2026.*

Month-to-Month Rent Increases in California: How Much, How Often & How Much Notice (2026)

**Video Transcript**

Quick test before we start: if you want to raise the rent on a month-to-month tenant in California, which law do you look up — the one that ends a tenancy, or a different one entirely? A lot of landlords reach for Civil Code section 1946.1, the 30-or-60-day notice law. That's actually the wrong statute. Ending a tenancy and raising the rent on one that continues are two separate legal actions, governed by two separate sections of the Civil Code — and mixing them up is one of the more common mistakes we see. Let's walk through the one that actually governs a rent increase.

The law you want is Civil Code section 827. It governs changing the terms of a periodic tenancy — month-to-month, week-to-week — while it continues. A rent increase is a change of terms. Section 827 sets the notice period; a separate law — section 1947-point-12, AB 1482 — or your local rent ordinance sets how much you're actually allowed to charge.

For the cycle running August 2026 through July 2027, AB 1482's statewide cap is 8.8 percent. But three of our jurisdictions set their own, lower number, and where a local ordinance applies, it replaces the statewide figure entirely — it's not layered on top. Oakland's cap is 2.3 percent. Berkeley's is 1 percent for calendar 2026. Richmond's is 1.5 percent for its September 2026 through August 2027 cycle. Apply the wrong one of those four numbers, and you've either undercharged for a year or opened yourself up to a compliance problem.

How often you can use that cap isn't the same everywhere, either. Under AB 1482 statewide, you can actually serve two separate increases within a rolling 12 months, as long as the combined total stays under that period's cap — four percent in March and another four percent in October is fine on an 8.8 percent unit. Oakland's rule is stricter: exactly one increase per 12-month period, full stop, even if a second one would still keep you under 2.3 percent. Berkeley and Richmond apply their number as a single annual adjustment, though each also lets you bank a skipped year into a later notice under its own formula.

Here's a piece that trips landlords up even when they've got the percentage right: all three of our local jurisdictions delay a brand-new tenancy's very first increase, and the wait is longer

than most people expect. Oakland won’t let the first increase land any earlier than 12 months after move-in. Berkeley is the strictest of the three — no increase for the rest of the calendar year a tenancy starts, plus the entire following calendar year, so a tenancy that starts in March 2026 doesn’t see its first increase until 2028. Richmond requires a full calendar year of tenancy before the next September 1 adjustment date. AB 1482 doesn’t have an equivalent delay, for a different reason — it doesn’t regulate what you charge a brand-new tenant in the first place, only increases on someone already living there.

One more distinction, and it’s the one we see cause the most confusion: none of this applies yet if your tenant is still inside an active fixed-term lease. Section 827 governs periodic tenancies — it doesn’t create a right to raise rent mid-lease just because a cap exists. If the lease itself has an escalation clause, that increase still has to fit inside whatever cap applies to the unit. Otherwise, the increase becomes available once the fixed term actually ends and the tenancy converts to month-to-month or a new lease gets signed.

That conversion point is actually where we anchor our own process. We don’t send proactive renewal offers — when a fixed-term lease ends, we let it convert to month-to-month by default rather than re-papering a new lease as a matter of course. That conversion date is what flags a unit for a rent review on our end, separate from any renewal conversation with the tenant. From there it’s a straightforward section 827 question: where does the current rent sit against the cap and the market, and does a notice make sense.

Once you know the number and the timing works, the notice itself is simple: 30 days for an increase of 10 percent or less, 90 days for anything above that, plus 5 more days if you mail it instead of hand-delivering.

If you want the full breakdown — the jurisdiction-by-jurisdiction table, the banking rules, and exactly how the fixed-term exception works — the complete guide is linked below. We manage 600-plus units across Emeryville, Oakland, Berkeley, and Richmond, and this is the exact process we run every rent-review cycle.

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

## Why Civil Code §827 — Not §1946.1 — Governs a Month-to-Month Rent Increase

The two statutes landlords reach for at renewal time do different jobs, and mixing them up is one of the more common mistakes we see. Civil Code §1946.1 governs **ending** a month-to-month tenancy — 30 or 60 days' notice, depending on how long the tenant has lived there. Civil Code §827 governs **changing the terms** of a periodic tenancy while it continues — and a rent increase is a change of terms. They're separate statutes, triggered by separate actions. A landlord who wants to raise rent (not end the tenancy) uses §827 for the notice and change-of-terms procedure, while §1947.12 (AB 1482) or the applicable local ordinance determines how much the rent may actually go up.

Both statutes share the same scope limitation: they apply to **periodic tenancies** — "week to week, month to month, or other period less than a month," in the statute's own language — not to a lease with a stated fixed term that hasn't yet ended. That's the piece that trips landlords up when a rent increase gets tangled up with a "renewal": there's no renewal-specific rent-increase rule. There's just §827, and it only switches on once the tenancy is actually periodic.

## How Much: The Cap by Jurisdiction

For units covered by AB 1482 (Civil Code §1947.12) and not subject to a stricter local ordinance, the maximum is **5% plus the regional CPI, capped at 10%**. For the period beginning August 1, 2026, that's **8.8%** (3.8% CPI + 5%). Oakland, Berkeley, and Richmond all have local rent boards that set a lower number for covered units in those cities — and where a local ordinance applies, it overrides the statewide figure entirely, not just as a lower ceiling on top of it.

| Jurisdiction | Max increase, 2026–2027 cycle | Cycle |
|---|---|---|
| Statewide (AB 1482) | **8.8%** | Aug 1, 2026 – Jul 31, 2027 |
| Oakland (RAP) | **2.3%** once eligible* | Aug 1, 2026 – Jul 31, 2027 |
| Berkeley (AGA) | **1.0%** once eligible* | Calendar year 2026 |
| Richmond (AGA) | **1.5%** once eligible* | Sept 1, 2026 – Aug 31, 2027 |

**Oakland, Berkeley, and Richmond each delay a brand-new tenancy's very first increase — the details differ by city. See below.*

**These are flat annual limits, not hard ceilings on what can ever be charged.** Oakland, Berkeley, and Richmond each allow a landlord who skipped or partially took a prior year's increase to "bank" it and apply more than the flat annual percentage in a single notice, under three different city-specific formulas — that's its own topic with its own math, not something to approximate here. See our Oakland Rent Control guide for Oakland's banking rule specifically. AB 1482's statewide cap does not have an equivalent statewide banking provision in the source material we've verified — treat 8.8% as the actual ceiling for statewide-only units.

For the full CPI+5% formula, why the 10% hard cap rarely gets triggered, and a worked example on an actual dollar figure, see the complete breakdown in our AB 1482 rent cap guide.

## New-Tenancy Delays: Oakland, Berkeley & Richmond Each Have One (AB 1482 Doesn’t)

All three of AEBP’s local rent-control jurisdictions delay a brand-new tenancy’s very first rent increase — they just run the clock differently, and the wait is longer than most landlords expect. (AB 1482 doesn’t have an equivalent: the statewide cap only limits increases on a tenant already in occupancy — the very first rent charged to a new tenant isn’t regulated at all, so there’s no comparable “delay” to describe.)

**Oakland** — the first increase can’t take effect any earlier than 12 months after the tenant’s move-in date. Confirmed directly on the City of Oakland’s own Allowable Rent Increases page : “An owner can increase the rent on a covered unit only once in a 12-month period,” and “the first increase cannot be effective any earlier than 12 months after the tenant moved into the unit.”

**Berkeley** — the most restrictive of the three. A brand-new tenancy is ineligible for any AGA increase for the rest of the calendar year it starts in, plus the entire following calendar year. Per the Berkeley Rent Board’s own guidance: “Landlords cannot raise the rent for the rest of the year in which the tenancy started, and for one additional calendar year.” Their own example matches the math exactly: a tenancy starting March 1, 2026 can’t see its first AGA increase until 2028.

**Richmond** — a tenancy has to exist a full calendar year before the next September 1 AGA date. Per the city’s own Rights & Responsibilities materials: “The tenancy must exist for at least one full calendar year prior to the September 1 of the following year to implement that year’s AGA. For example, if a tenancy began in February 2020, the first AGA may be taken on September 1, 2021.” Practically, a tenancy that starts anytime after a given year’s September 1 typically won’t reach its first eligible AGA for close to two years.

The mechanics differ by city, but the takeaway is the same everywhere: check a new tenancy's actual move-in date against the applicable rule before assuming a unit is increase-eligible just because the jurisdiction's flat rate looks straightforward. The rule is keyed to when the tenancy actually started, not the lease type — a tenancy that begins on a fixed-term lease and later converts to month-to-month under Civil Code §1945 doesn't get a fresh clock at conversion; the delay still runs from the original start date.

## How Often: The 12-Month Rule Is Cumulative, Not Per-Increase

How many separate increases can be served in a rolling 12 months depends on which cap applies — this isn't the same rule everywhere. Under the **statewide AB 1482 cap**, a landlord can serve up to **two increases** within a rolling 12-month period, as long as their combined total doesn't exceed that period's cap (Civil Code §1947.12(a)(2)) — raise rent 4% in March and another 4% in October on a unit capped at 8.8%, and that's allowed, because the combined total stays under the cap. **Oakland's RAP is stricter**: covered units are limited to exactly **one** increase per 12-month period, full stop, even if a second increase would keep the combined total under 2.3%. **Berkeley and Richmond** apply their AGA as a single annual adjustment, though both let a landlord "bank" a skipped year's adjustment into a later notice under their own city-specific formulas — see our Oakland Rent Control guide for how banking math works.

Whichever cap applies, a landlord can't reset the clock by splitting a single planned increase into smaller pieces just to work around the 30-day/90-day notice threshold. The 12-month window runs from the date of the increase, not the calendar year, and it doesn't restart just because a lease converted to month-to-month partway through.

## What About a Tenant Still in a Fixed-Term Lease?

Generally, a landlord can't raise rent during an active fixed-term lease unless the lease itself has a clause allowing it — the tenant and landlord agreed to a specific rent for a specific term, and §827 doesn't create a mid-term increase right the lease doesn't already provide. Where a lease does include its own escalation or step-up clause, that increase still has to fit within whatever cap otherwise applies to the unit (AB 1482 or the local ordinance) — a fixed term doesn't exempt the unit from the rate cap itself, only from §827's month-to-month notice procedure. That's covered in more detail in our rent increase notice requirements guide. A rent increase on that unit becomes available once the fixed term actually ends and the tenancy either converts to month-to-month under Civil Code §1945 or a new lease is signed. See California Lease Renewals 2026 for exactly how that conversion works, how it interacts with just-cause protection, and the effective-date timing rule for combining a rent increase with the point a lease ends.

## How We Time Rent Reviews Without a Renewal to Anchor Them To

As we've written before, we don't send proactive renewal offers — when a fixed-term lease ends, we let it convert to month-to-month by default rather than re-papering a new fixed term as a matter of course. That means a rent increase, for most of our portfolio, isn't something we bundle into a "renewal conversation," because there generally isn't one. The lease-end conversion date is still meaningful, though: it's the point at which a unit gets flagged for a rent review, separate from any negotiation with the tenant. From there, it's a straightforward §827(b) question — where does the current rent sit against the jurisdiction's cap and the market, and does a notice make sense — not a lease-signing decision. It's a smaller distinction than it sounds like, but it's the reason our rent-increase timing and our lease-renewal timing aren't the same conversation internally, even though landlords searching for this often assume they have to be.

## Which Statute Applies? Quick Reference

| Situation | Governing statute | What it requires |
|---|---|---|
| Tenant is inside an active fixed-term lease | Lease terms + applicable rent-control law | Generally no mid-term increase unless authorized by the lease; any applicable state or local rent cap still limits the amount if it is |
| Raising rent on a month-to-month tenancy | §827(b) for notice; §1947.12 or applicable local ordinance for the cap | 30 days' notice (≤10% cumulative in 12 months) or 90 days' (>10%), amount limited per the applicable cap |
| Ending a month-to-month tenancy, no cause | Civil Code §1946.1 | 30 days' notice (tenant <1 year) or 60 days' (≥1 year) — only where just cause doesn't apply |
| Ending a just-cause-protected tenancy | Civil Code §1946.2 (AB 1482) or local ordinance | A qualifying at-fault or no-fault reason, regardless of lease type or notice length |

## Common Mistakes With Month-to-Month Rent Increases

- **Using §1946.1's notice periods for a rent increase** — that statute ends a tenancy; §827 raises the rent, and they run on different clocks
- **Applying the statewide 8.8% cap in Oakland, Berkeley, or Richmond** instead of the much lower local rate

- **Assuming only Berkeley delays a new tenancy's first increase** — Oakland (12 months from move-in) and Richmond (a full calendar year before the next Sept 1 AGA date) each have their own version too
- **Treating the annual cap as a per-notice allowance** rather than a cumulative 12-month total
- **Assuming a rent increase can be served on a tenant still inside a fixed-term lease** without a lease clause permitting it
- **Forgetting the 5-day mail extension** when a notice is mailed rather than hand-delivered

## Before You Raise Rent: A Quick Checklist

- Confirm the tenancy is actually periodic (month-to-month) — not still inside an active fixed-term lease
- Confirm which cap governs the unit: statewide AB 1482, or a stricter local ordinance (Oakland, Berkeley, or Richmond)
- If it's a new tenancy, check the applicable new-tenancy delay before assuming it's increase-eligible at all (Oakland: 12 months from move-in; Berkeley: rest of the start year plus one full year; Richmond: a full calendar year before the next Sept 1)
- Calculate the correct percentage for the applicable jurisdiction and cycle dates — don't reuse last cycle's number
- Check whether an increase has already been taken in the same 12-month window, and confirm the combined total including this one stays within the cap
- In Richmond specifically, confirm the unit's property enrollment and tenancy registration are current with the Rent Program — an increase issued while either has lapsed is void
- Choose the correct notice period: 30 days for an increase of 10% or less, 90 days for anything above that (add 5 days if mailed)
- Serve written notice, keep proof of service, and file with the local rent board where that's required (e.g., Richmond)

### Current rule at a glance

Rental law fact card

Rent Increase Notice Rules: 30 or 90 Days (Civil Code 827)

A California rent increase of 10% or less needs at least 30 days' written notice; above 10%, counting all increases in the past 12 months, it needs 90 days. Mailed notices need extra time.

- **Increase of 10% or less:** 30 days' notice
- **Increase over 10% (12-month total):** 90 days' notice
- **Delivery:** Personal delivery or mail (plus CCP 1013 mailing time)

Civ. Code § 827 · In force · Last reviewed Sep 25, 2026

Full rule, sources and what changed →

## Frequently Asked Questions About Month-to-Month Rent Increases

**Does Civil Code §827 apply to a month-to-month tenancy?**

Yes — §827 is the statute that governs changing the terms of a periodic (week-to-week, month-to-month, or similar) tenancy while it continues, including a rent increase. It does not apply to a fixed-term lease that hasn’t yet reached its end date; a rent increase on an active fixed-term lease generally requires a lease clause allowing it, not a §827 notice.

**How much can a landlord raise rent on a month-to-month tenant in California in 2026?**

Up to 8.8% under the statewide AB 1482 cap for the period beginning August 1, 2026, unless a stricter local ordinance applies. Oakland’s local cap for the same period is 2.3%, Berkeley’s

is 1.0% for calendar 2026, and Richmond's is 1.5% for its September 2026–August 2027 cycle. See our AB 1482 guide for the full formula and a worked example.

**When can a new tenant in Berkeley get their first rent increase?**

Not until their second full calendar year. Berkeley's Rent Board prohibits any AGA increase for the rest of the calendar year a tenancy starts, plus the entire following calendar year — a tenancy that starts March 1, 2026 isn't eligible for its first increase until 2028. Oakland and Richmond have their own versions of this new-tenancy delay too, on different timelines — see the next two questions.

**Does Oakland delay a new tenant's first rent increase too?**

Yes. Oakland's Rent Adjustment Program won't let the first increase take effect any earlier than 12 months after the tenant moved in, and after that it's limited to one increase per 12-month period going forward — confirmed directly on the City of Oakland's own Allowable Rent Increases page.

**How long does a new Richmond tenant have to wait for a rent increase?**

A Richmond tenancy has to exist a full calendar year before the following September 1 AGA date to qualify for that year's increase — per the city's own materials, a tenancy that began in February 2020 wasn't eligible until September 1, 2021. In practice, a tenancy that starts anytime after a given year's September 1 usually won't see its first increase for close to two years.

**How often can rent be increased on a month-to-month tenancy?**

It depends which cap applies. AB 1482's statewide cap allows up to two separate increases in a rolling 12 months, as long as the combined total stays within that period's cap. Oakland's local cap is stricter: only one increase per 12-month period, regardless of the combined total. Either way, the 12-month cap itself doesn't reset just because an increase was split into more than one notice.

**Does a month-to-month tenant have to sign anything for a rent increase to take effect?**

No. Under Civil Code §827, a compliant written notice served with the correct notice period is what changes the rent — the tenant doesn't need to sign a new agreement, and continuing to pay rent after the increase's effective date is generally treated as acceptance of the new term.

**What happens if a landlord doesn't give the full 30 or 90 days' notice?**

A rent increase served with an insufficient notice period generally isn't effective on the date the landlord intended — the increase doesn't take effect until a compliant notice has actually run its full period. Charging the higher amount before that point risks having to refund the difference and creates the same kind of compliance exposure as exceeding the jurisdiction's rate cap.

## Sources


- Civil Code §827 — notice requirements for changing the terms of a periodic tenancy, including rent increases
- Civil Code §1946.1 — 30/60-day notice to end a periodic (month-to-month) tenancy
- Civil Code §1945 — holdover tenancy presumed renewed month-to-month on acceptance of rent
- Civil Code §1947.12 — AB 1482 statewide rent cap formula
- U.S. Bureau of Labor Statistics — San Francisco-Oakland-Hayward CPI release
- City of Oakland — Allowable Rent Increases
- Berkeley Rent Board — Annual General Adjustment
- City of Richmond — Rent Increase / Rent Program
- City of Richmond — Rights and Responsibilities for Landlords and Tenants (new-tenancy AGA eligibility rule)

**Want your rent reviews timed and calculated correctly, every cycle?**

We track every East Bay jurisdiction’s cap and notice rules, flag units for review at the right point in the tenancy, and serve compliant notices against the correct effective date — not the lease’s end date.

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- → Oakland Rent Control in 2026: Rules, Allowable Increases & What Landlords Must Know

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