

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



For rental property owners managing Oakland units subject to the Just Cause for Eviction Ordinance

Key Facts: Oakland Just Cause Eviction at a Glance

Rule	What It Means
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Governing law	Oakland Just Cause for Eviction Ordinance (O.M.C. §8.22.300 et seq.) — stricter than California AB 1482 (Tenant Protection Act of 2019)
Which units are covered	Most Oakland rental units — including single-family homes, condos, ADUs, and RVs built more than 10 years ago (Measure V, November 2022). Key exemptions: units where the owner shares a kitchen or bathroom with the tenant; units with a Certificate of Occupancy issued within the last 10 years (rolling window); certain government-subsidized units with their own regulatory frameworks.
Permitted grounds	Ten active grounds, numbered 1–11 (A.3 is reserved), under OMC 8.22.360(A) — 6 at-fault (A.1, A.2, A.4–A.7) and 4 no-fault (A.8–A.11). Landlord cannot terminate tenancy for any other reason.
At-fault grounds (A.1–A.7)	Nonpayment of rent (above HUD FMR threshold), lease violation, substantial damage, disorderly conduct, illegal use, refusal of lawful entry
No-fault grounds (A.8–A.11)	Owner/relative move-in, substantial rehabilitation, Ellis Act withdrawal. (Condo conversion, code-enforcement vacancies, and government orders are handled through separate Oakland ordinances — not as standalone just-cause grounds.)
Relocation assistance	Required for all no-fault evictions — amount varies by ground and tenant type
AB 1482 relationship	Oakland’s local ordinance is stricter — it takes precedence. AB 1482 statewide just-cause fills gaps where the local ordinance does not apply.

RAP oversight	Oakland Rent Adjustment Program enforces just-cause compliance. Wrongful eviction claims can result in significant damages including treble actual damages under OMC 8.22.370 .
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Why Oakland Just Cause Is Different From State Law

California’s AB 1482 Tenant Protection Act includes statewide just-cause eviction protections — but Oakland’s local Just Cause for Eviction Ordinance has existed since 2002 and is significantly stricter. For most Oakland rentals, it’s the local ordinance that governs, not the state law.

The practical difference: AB 1482 just-cause protections kick in only after a tenant has lived in a unit for 12 months. Oakland’s ordinance applies from the beginning of the tenancy for covered units. AB 1482 covers a narrower set of units. Oakland’s ordinance covers more — including single-family homes and condos that AB 1482 often exempts.

For Oakland landlords, the framework to understand first is always the local ordinance. AB 1482 is secondary — it fills the gaps where the local ordinance doesn’t apply.

Which Oakland Units Are Covered

The Oakland Just Cause Ordinance covers most residential rental units in Oakland. Voters expanded coverage significantly through Measure V in November 2022, bringing single-family homes, condos, ADUs, and RVs under the ordinance — as long as the unit was built more than 10 years ago. This was a significant change that brought many previously exempt properties into the ordinance’s scope.

Units that ARE covered:

- Multi-unit apartment buildings built more than 10 years ago
- Single-family homes rented to a tenant (built more than 10 years ago)
- Condos rented to a tenant (built more than 10 years ago)
- ADUs and RVs that are separately rented (built more than 10 years ago)

Units that are EXEMPT:

- Units where the owner lives in the same property and **regularly shares a kitchen or bathroom with the tenant** — this is the actual statutory standard; it applies regardless of building type (single-family, duplex, etc.)
- Units with a Certificate of Occupancy issued within the **last 10 years** (this is a rolling window, not a fixed date — confirm the C of O date for your specific unit)
- Certain government-subsidized or HUD-managed units with their own regulatory frameworks
- Nonprofit transitional housing with occupancy limited to 24 months where tenants were informed of the temporary nature at move-in

If you're unsure whether your unit is covered, the Oakland Rent Adjustment Program can confirm coverage status. The most common coverage question we field from self-managing landlords is about the 10-year construction exemption — that window is rolling, not fixed, so a unit built in 2018 may still be exempt in 2026 but won't be in 2029. Confirm the Certificate of Occupancy date for any unit you believe may be exempt. Assuming a unit is exempt when it isn't is one of the most costly mistakes Oakland landlords make — a wrongful eviction from a covered unit can result in substantial damages including treble actual damages under OMC 8.22.370.

The Just Cause Grounds for Eviction in Oakland (OMC 8.22.360)

Oakland Municipal Code 8.22.360(A) numbers its just-cause grounds A.1 through A.11; A.3 is reserved, leaving ten active grounds. Any eviction notice must cite one of them. Citing anything outside this list is a defect on the face of the notice. The ordinance has been amended multiple times since [Measure EE \(2002\)](#) — always verify the current OMC text or confirm with Oakland RAP.

At-Fault Grounds — A.1 through A.7 (Tenant conduct)

At-fault grounds are based on tenant behavior. Relocation assistance is generally not required for at-fault evictions.

Ground	Requirements & Notes
1. Nonpayment of rent	Tenant has failed to pay rent lawfully due and has not cured after a 3-day notice to pay or quit. Critical threshold: the amount owed must equal or exceed one month of HUD Fair Market Rent for the unit’s bedroom size in the Oakland metro area — not the tenant’s actual contract rent. Cannot be used for disputed rent or amounts contested through RAP. See Oakland FMR threshold table below.
2. Violation of a material lease term	Tenant has continued, after written notice to cease, to substantially violate a material term of the tenancy. Must give written notice of the violation and a reasonable opportunity to cure before proceeding. Minor or technical violations generally do not qualify.
3. (Reserved)	Subsection A.3 is reserved in the current ordinance. It is not an active ground.

Ground	Requirements & Notes
4. Substantial damage	Tenant has willfully caused substantial damage to the premises beyond normal wear and tear and, after written notice, has refused to cease damaging the premises, make satisfactory correction, or pay the reasonable cost of repairs over a reasonable period of time.
5. Disorderly conduct	Tenant has continued, following written notice to cease, to be so disorderly as to destroy the peace and quiet of other tenants at the property.
6. Illegal use of the unit	Tenant is using the unit or common areas for an illegal purpose, including manufacture, sale, or use of illegal drugs. Notice to cure generally not required for serious illegal use.
7. Refusal to allow lawful entry	Tenant has, after written notice to cease, continued to deny the landlord access to the unit as required by state law (for example, after proper written notice under Civil Code §1954). Refusing to sign a lease renewal is not a ground under Oakland's ordinance.

Oakland Nonpayment Threshold: HUD Fair Market Rents (FY 2027, from October 1, 2026)

The FMR threshold is one of the most consequential — and least understood — aspects of nonpayment evictions in Oakland. The table below shows the **minimum unpaid balance required before a nonpayment eviction notice is legally valid**, by unit size. If the tenant's total arrearage is below their unit's FMR, the notice cannot proceed, regardless of how many months are past due.

Unit Size	FY 2027 HUD FMR (Oakland-Fremont Metro, from Oct 1, 2026)	Minimum Tenant Arrearage to Serve Notice
Studio / Efficiency	,088	Tenant must owe at least ,088
1-Bedroom	,290	Tenant must owe at least ,290
2-Bedroom	,805	Tenant must owe at least ,805
3-Bedroom	,592	Tenant must owe at least ,592
4-Bedroom	,250	Tenant must owe at least ,250

Source: [HUD Final FY 2027 Fair Market Rents](#), Oakland-Fremont, CA HUD Metro FMR Area. FY 2027 figures are lower than FY 2026 (\$2,142 studio, \$2,385 1BR, \$2,912 2BR, \$3,724 3BR, \$4,413 4BR), which applied through September 30, 2026. FMRs update annually each October — verify current figures at huduser.gov before serving any nonpayment notice.

In practice this threshold most often trips up landlords with long-term rent-controlled tenants whose contract rent is well below market. A tenant paying \$1,400/month on a 1-bedroom must accumulate at least \$2,290 in unpaid rent — well over a month and a half at their rate — before a valid notice can be served. We verify the current FMR against each tenant’s arrearage before any nonpayment notice goes out on properties we manage.

No-Fault Grounds — A.8 through A.11 (Landlord need)

No-fault grounds are based on the landlord’s legitimate need rather than tenant conduct. OMC 8.22.360(A) lists four primary no-fault grounds (A.8 through A.11). **Relocation assistance is required for all no-fault evictions** — the amount varies by ground, unit, and tenant type. Failing to provide relocation assistance as required renders the eviction unlawful regardless of the legitimacy of the underlying ground.

Ground	Requirements & Notes
8. Owner move-in (OMI) — prior occupancy	Owner previously occupied the unit as principal residence and has the right to recover possession for their own occupancy under a written rental agreement with current tenants. See A.8 for this specific scenario vs. A.9.
9. Owner or relative move-in	Owner or qualifying relative (spouse, domestic partner, child, parent, or grandparent) seeks in good faith to occupy the unit as their principal residence. Notice period: 60 days (state law CCC §1946.1) with business tax certificate attached. RAP filing, relocation assistance, and re-rental restrictions required. Special restrictions apply for protected tenants (60+, disabled, catastrophically ill with 5+ years tenancy). School-year restriction applies if children or educators are in the household. One of the most procedurally complex grounds — see dedicated section below.
10. Substantial rehabilitation	Owner has obtained all required permits before serving notice and seeks in good faith to undertake substantial repairs that cannot be completed while the unit is occupied, necessary to bring the property into compliance with codes affecting health and safety, or under an outstanding code violation notice. Tenant may not be required to vacate for more than 3 months (extendable by Rent Board). Relocation assistance required; right of return at same rent applies.

Ground	Requirements & Notes
11. Ellis Act withdrawal	Owner seeks to remove the entire property from the rental market in accordance with the Ellis Act (California Government Code §7060 et seq.). All units must be withdrawn — cannot selectively Ellis one unit. Requires RAP filing, long notice periods (120 days; 1 year for elderly/disabled tenants), significant relocation assistance, and re-rental restrictions for 10+ years. See dedicated section below.

Note on condo conversion, code-enforcement vacancies, and government orders:

These situations do not appear as independent grounds in OMC 8.22.360(A). Condo conversion is governed by Oakland’s separate Condominium Conversion Ordinance and is not itself a just-cause eviction ground under 8.22.360. Code-enforcement vacancies and government-ordered vacancies typically proceed through [Oakland’s Ellis Act Ordinance \(OMC 8.22.400 et seq.\)](#) or relocation assistance provisions — not as standalone just-cause grounds. If your situation involves any of these, consult a qualified Oakland landlord-tenant attorney before filing anything.

Owner Move-In Eviction (OMI): Oakland’s Most Procedurally Complex Ground

Owner move-in evictions in Oakland are one of the most frequently litigated just-cause grounds — and one of the most frequently done incorrectly. The requirements are specific and the consequences of non-compliance are severe.

Key OMI requirements under Oakland’s ordinance:

- **Genuine intent:** The owner (or qualifying relative) must genuinely intend to occupy the unit as their primary residence for at least 36 consecutive months. Pretextual OMI evictions — used to clear rent-controlled tenants without genuine occupancy intent — are subject to significant damages.
- **Notice period:** The Oakland ordinance (OMC 8.22.360.B.3) directs landlords to use the [California Civil Code §1946](#) notice process for no-fault grounds, which under state law (CCC §1946.1) requires 60 days for tenants who have occupied the unit for more than one year, and 30 days for tenants under one year. Oakland RAP's published OMI materials confirm a 60-day notice as the standard. A copy of the owner's business tax certificate must be included with the eviction notice (OMC 8.22.360.B.6.e). School-year restriction: if a child under 18 enrolled in school or an educator resides in the unit and has lived there at least 90 days, the notice termination date cannot fall during the regular OUSD school year (typically August through May).
- **RAP filing:** Within 10 days after serving the notice, the landlord must file a copy of it, with any accompanying materials, with the Rent Adjustment Program (OMC 8.22.360 B.7). The notice itself must also list all property owned by the intended occupant and any address where they claim a homeowner's exemption (OMC 8.22.360 A.9.i).
- **Relocation assistance:** Required — amount is set by ordinance and varies by unit size and tenant type. As of July 1, 2025: \$8,106.68 per studio/1BR; \$9,977.45 per 2BR; \$12,315.92 per 3BR+. An additional \$2,500 is owed if the household includes a low-income, elderly, disabled tenant, or minor children. Half the base amount is due when the notice is served; the other half when the tenant vacates (or the landlord prevails in court).
- **Re-rental restrictions:** If the landlord re-rents the unit within 3 years of the OMI eviction, the displaced tenant has a right of first refusal at their original rent (plus any lawful increases). Violating this requirement creates significant liability.
- **Owner occupancy requirement:** Owner (or qualifying relative) must actually move in within 3 months of the tenant vacating and must occupy the unit for at least 36 consecutive months.

- **Protected tenant restriction:** Special restrictions apply when a tenant is over 60, disabled, or catastrophically ill and has resided in the unit for 5+ years. In most cases, an OMI may not proceed against such a tenant unless a comparable vacant unit is available in the landlord's Oakland portfolio. This is a heavily fact-specific area — consult Oakland RAP or a landlord-tenant attorney before serving any OMI notice where a protected tenant may be involved.

In our experience managing properties across Oakland, OMI evictions that fail typically fail at one of three points: inadequate documentation of genuine intent, a notice missing a required statement or not filed with RAP within 10 days of service, or landlords who re-rent the unit too soon without offering the right of first refusal. All three are avoidable with the right process — and all three expose the landlord to wrongful eviction claims.

Ellis Act Eviction in Oakland: Withdrawing From the Rental Market

The Ellis Act is a California state law that gives landlords the right to withdraw a property from the rental market entirely. In Oakland, Ellis Act evictions are subject to additional local requirements that make them one of the most complex — and irreversible — actions a landlord can take.

Key requirements for Ellis Act withdrawal in Oakland:

- **All units must be withdrawn:** The Ellis Act applies to the entire building — you cannot selectively withdraw one unit while continuing to rent others in the same building.
- **RAP filing:** File a Notice of Intent to Withdraw with Oakland RAP. This starts the official clock.
- **Notice periods:** 120 days for most tenants. Tenants who are elderly (62+) or disabled, or who have lived in the unit for 10+ years, are entitled to 1 year notice.

- **Relocation assistance:** Substantial — amounts are set by ordinance and are among the highest in California for Ellis Act withdrawals. Confirm current amounts with Oakland RAP at the time of filing.
- **Re-rental restrictions:** The property cannot be re-rented for 10 years. If re-rented, the landlord must offer right of first refusal to displaced tenants at the original rent. Violations carry severe penalties.
- **Condo conversion is not permitted after Ellis:** An Ellis Act withdrawal does not allow conversion to condos for resale — that path is governed separately and is subject to Oakland's Condominium Conversion Ordinance.

Ellis Act evictions are not used lightly — the re-rental restriction and relocation costs make them a significant decision with lasting consequences. If you're considering this path, consult a qualified Oakland landlord-tenant attorney before filing anything with RAP.

What We See Managing Oakland Properties: The Most Common Just-Cause Errors

After managing 600+ units across Oakland, Berkeley, and the East Bay since 2005, the just-cause errors we see most often fall into three categories.

Serving a notice for a non-covered ground. The most common — and most expensive — error is a landlord serving a notice to vacate without a valid just-cause ground, often because they assumed the unit was exempt when it wasn't. Since the 2022 passage of Measure V (effective after November 2022 election certification), coverage expanded to include single-family homes, condos, ADUs, and RVs — any unit built more than 10 years ago. We've seen this happen repeatedly with self-managing landlords who owned newer single-family rentals and didn't realize coverage had changed. A notice served without valid just-cause is void from the start — and pursuing it can trigger a wrongful eviction claim.

OMI notices missing required pieces. An Oakland owner move-in notice must state the ground, tell the tenant that advice is available from RAP (with its phone number and email), include a copy of the owner's current business tax certificate, and list all property owned by the intended occupant. Leaving out a required statement is a defense to the eviction. A copy of the notice must then be filed with RAP within 10 days after it's served.

Missing relocation assistance for no-fault grounds. Relocation assistance for no-fault evictions is not optional. A landlord who completes a valid no-fault eviction without paying the required relocation assistance has still committed a wrongful eviction under the ordinance. We track the current relocation amounts for every no-fault notice we manage because the figures change — confirm the current amount with Oakland RAP before serving any no-fault notice.

Each of these errors is avoidable with a set routine: confirm coverage, check the notice's required elements, look up the current relocation amount, and file with RAP on time. That routine is the core of our [Oakland property management](#) service. If you own in more than one city, our [East Bay rent control comparison](#) shows how Oakland's rules differ from Berkeley's, Richmond's and Emeryville's.

Current rule at a glance

Rental law fact card

[Oakland Just Cause for Eviction \(Measure EE\)](#)

Oakland landlords can end most tenancies only for one of the ordinance's listed causes, with specific notice language, a copy filed with the Rent Board within 10 days, and a current rent registration.

- **Nonpayment threshold from Oct 1, 2026: studio / 1BR:** \$2,088 / \$2,290 (HUD FY 2027 FMR)

- **Nonpayment threshold from Oct 1, 2026: 2BR / 3BR / 4BR:** \$2,805 / \$3,592 / \$4,250 (HUD FY 2027 FMR)
- **Through Sep 30, 2026 (FY 2026): 1BR / 2BR:** \$2,385 / \$2,912

Oakland Municipal Code ch. 8.22, Art. II (§§ 8.22.300–8.22.390) · In force · Last reviewed Sep 25, 2026

[Full rule, sources and what changed →](#)

Frequently Asked Questions

Can I evict a tenant who owes less than one month of HUD Fair Market Rent in Oakland?

No. Oakland’s Just Cause Ordinance requires that the amount of unpaid rent equal or exceed one month of HUD Fair Market Rent for a unit of equivalent size in the Oakland metro area — which is typically higher than a tenant’s actual contract rent. For example, if HUD FMR for a one-bedroom is \$2,290 (FY 2027, from October 1, 2026) but your tenant’s rent is \$1,200, the tenant must owe at least \$2,290 before a nonpayment eviction notice is valid. This threshold catches many Oakland landlords by surprise, particularly those with long-term rent-controlled tenants whose contract rent is well below current market. Current HUD FMR figures are published annually at huduser.gov and updated each October.

Does Oakland just cause apply to single-family homes?

Yes — as of Measure V (November 2022), Oakland’s Just Cause for Eviction Ordinance covers most single-family homes, condos, ADUs, and RVs rented to tenants, as long as the unit was built more than 10 years ago. The key exemption is the shared kitchen/bathroom exemption (not a “duplex exemption” — it applies to any property type where the owner lives in the same unit and shares kitchen or bath with the tenant). The new construction exemption (rolling 10-year window from Certificate of Occupancy) also applies. If you own a single-family rental in Oakland, confirm your unit’s C of O date before assuming it’s exempt.

Can I evict a tenant whose lease has expired in Oakland?

No — lease expiration is not a just-cause ground in Oakland. When a fixed-term lease expires, the tenancy automatically converts to month-to-month in Oakland for covered units. You cannot terminate the tenancy simply because the lease term ended. You must have one of the permitted just-cause grounds. A tenant's refusal to sign a new lease is also not one of Oakland's just-cause grounds.

Does Oakland just cause apply to new tenants?

Yes — Oakland's just-cause protections apply from the beginning of the tenancy for covered units, unlike AB 1482 which requires 12 months of occupancy before just-cause protections attach. A tenant who moved in one month ago has the same just-cause protections as a ten-year tenant, for covered units.

What is the relocation assistance amount for Oakland evictions?

Relocation assistance amounts for no-fault Oakland evictions are set by ordinance and adjusted annually on July 1. For the period July 1, 2025 through June 30, 2026: \$8,106.68 per studio/1BR unit; \$9,977.45 per 2BR unit; \$12,315.92 per 3BR+ unit. An additional \$2,500 per unit is owed if the household includes a low-income, elderly, or disabled tenant, or minor children. Amounts vary by tenancy length (tenants under 2 years receive reduced amounts). Always confirm the current required amount directly with Oakland RAP before serving a no-fault notice. The Oakland RAP office can be reached at (510) 238-3721 or at oaklandca.gov/topics/rent-adjustment-program.

How does Oakland just cause interact with AB 1482?

Oakland's local ordinance is stricter than AB 1482 and takes precedence for covered units. AB 1482's just-cause provisions apply where Oakland's local ordinance does not — primarily for units that are exempt from the local ordinance but still subject to state law. For most Oakland landlords, the local ordinance is the controlling framework. AB 1482 is a backstop, not the primary rule.

What happens if I evict a tenant without just cause in Oakland?

A wrongful eviction in Oakland can result in significant damages — under OMC 8.22.370, a tenant may recover not less than three times their actual damages, plus emotional distress damages, attorney’s fees, and injunctive relief. Oakland tenants can file wrongful eviction claims through RAP or in superior court. For long-term tenants displaced from rent-controlled units, damages can be substantial. This is not a theoretical risk — Oakland tenant advocacy organizations are active and well-resourced, and wrongful eviction claims are routinely pursued.

Oakland’s just-cause rules are strict — and the cost of getting them wrong is high.

If you’re considering an eviction and aren’t certain about coverage, grounds, or procedural requirements, we can walk through your specific situation. We manage properties across Oakland and handle just-cause compliance, RAP filings, and notice procedures for every property in our portfolio.

[Talk to Us — Free Owner Consultation →](#)

Related Resources

- [California Eviction Law 101: Oakland, Berkeley & Alameda County Guide](#)
- [California Eviction Notice Requirements: 3-Day, 30-Day & 60-Day Notices](#)
- [How Long Does an Eviction Take? The Alameda County UD Timeline](#)
- [AB 1482 Rent Cap & Just Cause: California Statewide Rules](#)
- [Oakland Rent Adjustment Program](#)