

## **Just Cause Required**

The “good cause for eviction” provisions apply to most rental units in Berkeley, including some units that are exempt from registration with the Board or from rent ceiling controls, such as: those constructed after 1980, single-family residences described in Regulation 508, units owned or leased by the Berkeley Housing Authority, and units rented to federal Section 8 participants.

“Good cause” is any one of the following:

1. The tenant fails to pay rent to which the landlord is legally entitled, after receiving a notice to pay or move out within a period not less than three days (also known as a 3-day Notice to Pay or Quit).
2. After a written request to stop the violation, the tenant continues to violate a material term of the original rental agreement or a new provision that was mutually and voluntarily agreed to. However, a landlord may not evict a tenant for violating a subletting prohibition if: (1) the landlord has unreasonably withheld consent to the subtenancy; (2) the tenant still lives in the unit; and (3) the number of total occupants does not exceed the number originally allowed by the rental agreement or the Board's regulations, whichever is greater.
3. The tenant willfully causes or allows substantial damage to the rental unit to occur, and refuses to pay or make sufficient repairs after being asked in writing to do so.
4. On the expiration of a fixed term lease, the tenant refuses to sign a new lease that is substantially identical to the expired one.
5. The tenant continues to disturb the peace and quiet of other occupants after receiving a written request to stop.
6. The tenant, after receiving a written request to cease, refuses to allow the landlord access to the rental unit during normal business hours to show, inspect or make repairs on the unit after receiving at least 24 hours' written notice.
7. The landlord must bring the unit into compliance with the Housing Code by making substantial repairs that cannot be made while the tenant lives there. (See additional requirements below.)
8. The landlord has received a permit to demolish the unit.
9. The owner of at least a 50 percent recorded interest in the property, or such an owner's spouse, parent, or child, wishes to occupy the rental unit as their principal residence and there is or was, for 90 days before the tenant was given notice to vacate, no vacant comparable unit available on any property owned by the landlord in Berkeley. (See additional conditions in the Owner move-in section below.)

10. An owner or lessor wishes to move back into a rented or sub-leased unit as permitted in the rental agreement with the current tenant(s).

11. A tenant refuses to vacate temporary housing offered by the landlord after repairs to the tenant's prior unit have been completed.

12. A tenant engages in unlawful activity on the premises.

The sale of property, the expiration of a rental agreement, or a change in the federal Section 8 status of a unit do **not** constitute "good cause" for eviction.

Before giving a tenant notice to vacate to perform substantial repairs, the owner must obtain all necessary permits. If, from the time notice is given until the tenant leaves the unit, the owner has other vacant units in Berkeley, one of these units must be offered to the tenant to occupy temporarily or permanently. If the repairs can be completed in 60 or fewer days and the tenant honors a written agreement to vacate the unit at no cost to the landlord (other than the abatement of rent during the repair period), the tenant cannot be evicted. Finally, the tenant must be given the option to re-occupy the rental unit once the repairs have been completed.

**Owner move-in (Measure Y).** The Ordinance prohibits evictions for owner or relative occupancy where either: (1) the tenant has lived on the property for 5 or more years and the landlord has a 10% or greater ownership interest in 5 or more residential units in Berkeley, or (2) the tenant is at least 60 years old or disabled, has lived on the property for 5 or more years, and the landlord has a 10% or greater ownership interest in 4 residential units in Berkeley. If all the landlord's units are limited by the above, an eviction for the owner or relative to move in is permitted where: the landlord has owned the property for 5 years and is at least 60 years old or disabled, or the landlord's relative is at least 60 years old or disabled.

The landlord must include, in the notice of termination, information about all Berkeley residential properties in which he or she has a 10% or greater ownership interest, and must always offer the tenant **any** unit that he or she owns in Berkeley that becomes available before the tenant vacates his or her unit.

The landlord must provide a \$4,500 relocation assistance payment to any low-income household with at least one tenant who has resided in the unit for one year or more, if the tenant notifies the landlord and the Rent Board in writing, within 30 days of receiving the notice of termination of the tenancy, that he or she is claiming low-income tenant status for the household.

The landlord must give the terminated tenant the right to re-occupy the unit when the landlord or his or her relative moves out. Also, when the landlord or his or her relative moves out, the rent for the next tenant will be limited to the prior rent ceiling and intervening AGAs.

Finally, if a landlord rescinds a notice of termination or stops eviction proceedings for owner or relative move-in, and the tenant vacates within one year of the notice date, it is presumed that the tenancy terminated as a result of the notice.

**Ellis Act.** This state law (Government Code sections 7060 – 7060.7) allows landlords to evict tenants in order to remove units from the rental housing market. Generally, an owner must withdraw all units on a property in order to evict under the Ellis Act. Tenants must be given at least 120 days' notice; the notice period is extended to one year for tenants who are disabled or 62 years of age or older. An owner must pay a \$7,000 relocation benefit to tenants who claim and establish that they are low-income, elderly or disabled. Displaced tenants may request the opportunity to re-occupy the unit, on substantially the same terms as during their former tenancy, if it is re-rented within ten years of the withdrawal date. This right to re-occupy applies only to the first re-rental within ten years.

When a landlord issues a notice of intent to withdraw rental units from the market under the Ellis Act, the rents for all units on the property will be regulated for the next five years, even if the landlord subsequently rescinds the Ellis notice. During this time, the rent ceiling may be increased only by Board-authorized rent adjustments; none of the rents may be increased to market level following a vacancy. After this five-year period, the landlord may be eligible for a rent increase to market level following a qualifying vacancy

**Wrongful eviction.** Under the Ordinance, if a landlord evicts a tenant to perform repairs or demolish the property, and the repair or demolition is not initiated within two months, or if the landlord's claim was false or in bad faith, the tenant may sue to move back into the unit and be compensated for damages incurred. If the tenant can prove the landlord's conduct was willful, the tenant can recover the greater of \$750 or three times the actual damages.

Bad faith is presumed where a landlord evicts for owner or relative move-in, and the owner or relative does not move in within three months of the tenant's vacancy, or does not occupy the unit as a principal residence for at least 36 continuous months. Also, under state law, a tenant who can show an owner's fraudulent intent not to reside in the property for at least six months may receive additional compensation. (Civil Code section 1947.10.) If a unit that was withdrawn under the Ellis Act is re-rented within two years of the withdrawal date, displaced tenants may sue for damages resulting from their displacement; if the re-rental occurs more than two, but less than ten years from the withdrawal date, displaced tenants may sue for damages if the owner failed to offer them the opportunity to re-rent.