

## Berkeley's Just Cause Reasons for Eviction

B.M.C. 13.76.130

The "good cause for eviction" provisions of the Ordinance applies 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, those 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 sub tenancy; (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.
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.
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.

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