

## JUST CAUSE IS REQUIRED FOR EVICTION (BMC 13.76.130)

The “just cause for eviction” protections of the Ordinance apply to most rental units in Berkeley, including all units with rent ceiling controls, “new construction” units (those constructed within the last 15 years), single-family residences, units owned or leased by the Berkeley Housing Authority, and units rented to federal Section 8 participants.

**“Just cause” is any one of the following:**

1. **Failure to pay rent:** 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), and the amount of rent owed is equal to or greater than one month of the Fair Market Rent for a unit of equivalent size in the metro area Oakland-Fremont, CA HUD Metro FMR as determined by the US Department of Housing and Urban Development for the fiscal year in which the rent is demanded.
2. **Violation of material lease term:** The tenant has continued, after written notice to cease, to violate a material term of the lease. Material lease terms only include mutually agreed upon lease terms. The violation must cause substantial, actual damage to the landlord, and the landlord must demonstrate that the tenant’s behavior was unreasonable. The landlord’s notice to cease must specify the lease term and describe the violation and resulting harm in enough detail for a reasonable person to understand. 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. **Substantial damage:** 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. **Disturbing peace and quiet:** The tenant continues to disturb the peace and quiet of other occupants after receiving a written request to stop.
5. **Refusing to allow landlord entry for certain purposes:** The tenant, after receiving a written request to stop denying access, continues to refuse the landlord access to the rental unit during normal business hours for reasons governed by state law. Please see [California Civil Code Section 1954](#).
6. **Substantial repairs necessary:** 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.)
7. **Demolition:** The landlord has received a permit to demolish the unit/property.
8. **Owner or qualified relative move-in:** The owner of at least a 50 percent recorded interest in the property (or their 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 our [Owner or Qualified Relative Move-in Evictions](#) page for more information.

9. **Owner or lessor reoccupying unit as agreed upon in the lease or sublease:** An owner or lessor wishes to move back into a rented or subleased unit as permitted in the rental agreement with the current tenant(s).
10. **Refusal to leave temporary housing:** A tenant refuses to vacate temporary housing offered by the landlord after repairs to the tenant's prior unit have been completed.
11. **Illegal activity:** A tenant engages in unlawful activity on the premises.