

When Can a Landlord Terminate a Tenancy

A landlord can terminate (end) a month-to-month tenancy simply by giving the tenant 30 days' advance written notice.

However, the landlord can terminate the tenancy by giving the tenant only *three* days' advance written notice if the tenant has done any of the following:

- Failed to pay the rent.
- Violated any provision of the lease or rental agreement.
- Materially damaged the rental property ("committed waste").
- Substantially interfered with other tenants ("committed a nuisance").
- Used the rental property for an unlawful purpose.

Written Notices of Termination: Thirty-Day Notice

A landlord who wants to terminate (end) a month-to-month tenancy can do so by properly serving a written 30-day notice on the tenant. Generally, a 30-day notice doesn't have to state the landlord's reason for ending the tenancy.

In some localities or circumstances, special rules may apply to 30-day notices:

- Some rent control cities require "just cause" for eviction, and the landlord's notice must state the reason for termination.
- Subsidized housing programs may limit allowable reasons for eviction, and may require that the notice state one of these reasons.
- Some reasons for eviction are unlawful. For example, an eviction cannot be retaliatory or discriminatory.
- A landlord cannot evict a tenant for the reason that the water heater must be braced to protect against earthquake damage.

How to Respond to a Thirty-Day Notice

Suppose that the landlord has properly served you with a 30-day notice to terminate the tenancy. During the 30-day period, you should either move out or try to make arrangements with the landlord to stay. If you want to continue to occupy the rental unit, ask the landlord what

you need to do so make that possible. While a landlord is not required to state a reason for giving a 30-day notice, most landlords do have a reason for terminating a tenancy. If you want to stay, it's helpful to know what you can do to make your relationship with the landlord a better one.

If your landlord agrees that you can continue to occupy the rental unit, it's important that your agreement with the landlord be in writing. The written agreement might be an attachment to your lease or rental agreement that both the landlord and you sign, or an exchange of letters between you and the landlord that states the details of your agreement. Having the agreement in writing ensures that you and your landlord are clear about your future relationship.

If the landlord doesn't agree to your staying, you will have to move out. You should do so by the end of the 30 days. Take all of your personal belongings with you, and leave the rental property at least as clean as when you rented it. This will help with the refund of your security deposit.

If you have haven't moved at the end of the 30 days, you will be unlawfully occupying the rental unit, and the landlord can file an unlawful detainer (eviction) lawsuit to evict you.

If you believe that the landlord has acted unlawfully in giving you a 30-day notice, or that you have a valid defense to an unlawful detainer lawsuit, you should carefully weigh the pros and cons of contesting the landlord's likely eviction lawsuit against you if you don't move out. As part of your decision-making process, you may wish to consult with a lawyer, legal aid organization, tenant-landlord program, or housing clinic.

Three-Day Notice

A landlord can use a written three-day notice (eviction notice) if the tenant has done any of the following:

- Failed to pay the rent.
- Violated any provision of the lease or rental agreement.
- Materially damaged the rental property ("committed waste").
- Substantially interfered with other tenants ("committed a nuisance").
- Used the rental property for an unlawful purpose, such as selling illegal drugs. If the landlord gives the tenant a three-day notice because the tenant hasn't paid the rent, the notice must accurately state the amount of rent that is due. In addition, the notice must state:

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- The name, address and telephone number of the person to whom the rent must be paid.
- If payment may be made in person, the usual days and hours that the person is available to receive the rent payment. If the address does not accept personal deliveries, then you can mail the rent to the owner at the name and address stated in the three-day notice. If you can show proof that you mailed the rent to the stated name and address (for example, a receipt for certified mail), the law assumes that the rent payment is received by the owner on the date of postmark.
- Instead, the notice may state the name, street address and account number of the financial institution where the rent payment may be made (if the institution is within five miles of the unit). If an electronic fund transfer procedure was previously established for paying rent, payment may be made using that procedure.