



NOTICES TERMINATING A TENANCY

A written notice is required from either a landlord or a tenant seeking to terminate a tenancy. The notice must be in writing and must be properly served. Thirty days is the minimum amount of time provided by law for tenancies based on a month-to-month rental agreement (verbal or written), if the rent is paid monthly. A landlord is required to provide a 60 day notice if the tenant has occupied the rental unit for more than a year. Tenants renting pursuant to Section 8, are entitled to a 90 day notice. A tenant is never required to provide more than 30 days' notice, regardless of the length of occupancy. A thirty or sixty day notice is not required by law if there is a lease. The duty to vacate is automatic as of the date the lease ends. However, many lease agreements contain a contractual notice period, and if the lease has such a provision, it should be followed by both parties.

What is proper service of the 30 or 60 day notice by a landlord?

A landlord may properly serve a 30-day or 60 day termination of tenancy notice by one of four methods: personally serving a written notice to the tenant; posting a notice in a conspicuous place at the rental unit and sending a copy of the notice by 1st class mail to the tenant; substituting service to someone of "suitable age and discretion" at the rental unit or at the tenant's place of employment and sending a copy of the notice by 1st class mail to the tenant. The posting and mailing method, and the substitute service method, may only be used if the landlord is unable to personally serve the notice to the tenant at the rental unit or the tenant's place of employment. A landlord may also send a notice to a tenant by certified mail or registered mail with a return receipt requested. If a termination of tenancy notice is sent by certified mail, all parties to the rental agreement must sign acknowledgment of receipt.

Must the landlord state a reason when serving a termination notice?

No reason needs to be provided when either party terminates a tenancy. However, some cities have enacted rent control ordinances that do require a reason be provided to tenants.

If the rental unit is vacated prior to the end of the notice period, is rent still due for the entire 30 or 60 days?

A tenant subject to a 30 day or 60 day notice period is responsible for payment of monthly rent through at least 30 days after receiving notice, regardless of actual occupancy. The tenant also maintains the right to occupy the rental unit for the entire 30 or 60 day notice period. The tenant and landlord can agree to waive the rent in exchange for vacating before the end of the notice period.

Can a landlord provide less than a 30 or 60 day notice to terminate the tenancy?

A shorter notice is permissible only if agreed in writing by both tenant and landlord or if the landlord is serving a 3-day notice for violation of a lease or rental agreement provision.

If the tenant is unable to vacate the rental unit within the notice period, can the tenant stay past the notice period?

If the tenant cannot vacate the rental unit during the time provided, he may be able to negotiate with the landlord for additional time. However, if the landlord refuses to allow additional time, the landlord has the right to begin eviction proceedings. If the court decides in favor of the landlord, the tenant may be held liable for unpaid rent and the landlord's legal expenses. The tenant's credit record will reflect the eviction.

For Assistance Call Project Sentinel (408) 720-9888