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EVICTION NOTICE BEST PRACTICES & CHECKLISTS

Here's a summary & checklist for each **Ancillary Requirement & Best Practice** for eviction notices in unincorporated Alameda County, with legal citations and specific landlord obligations:

1. Just-Cause Ordinance (Alameda County O-2025-9, effective March 6, 2025)

What it is: A local ordinance adding protections beyond California's AB 1482, requiring landlords to have "just cause" for evictions and enhancing tenant protections

Landlord Obligations:

- Only permitted grounds (11 at-fault + 7 no-fault) may be used
- Broader coverage: tenants in single-family homes after 6 months occupancy, and households after 12 months
- Greater relocation assistance: two months of rent for certain protected households; one month for others
- Filing: must file copies of 30/60/90-day notices with Alameda County HCD within 10 days of service

Checklist:

- ☐ Confirm tenant tenancy length to determine coverage.
- ☐ Ensure eviction is on qualifying just cause grounds.
- ☐ Calculate and prepare relocation assistance per household type.
- ☐ File the eviction notice copy with HCD within 10 days.

2. AB 1482 Compliance (California Tenant Protection Act)

What it is: Requires rent caps (CPI + 5%) and "just cause" for tenants ≥ 12 months. Exemptions apply.

Landlord Obligations:

- Provide written notice in lease or separately if exempt
- For regulated units, give valid reason for eviction or increased rent within cap

Checklist:

- ☐ Determine AB 1482 coverage (unit type, owner entity).
- ☐ Include AB 1482 notice of applicability in the lease or separately.
- ☐ For rent increases: limit to CPI + 5%, not more than twice per 12 months.
- ☐ For evictions: ensure cause is recognized under AB 1482.
- ☐ File Alameda County notices if required locally.

3. SB 567 Enhanced Eviction Requirements (Effective April 1, 2024)

What it is: Strengthens no-fault termination disclosures and tenant rights for certain evictions

Landlord Obligations in Cases of:

- **Owner Move-in:** Must include identity of person moving in, relationship, and proof availability
- **Substantial Remodel or Demolition:** (i) Notice must describe the work, the expected duration, and provide permits or signed contracts; (ii) Must notify tenant of re-rental rights and give 30 days to accept
- No final eviction until conditions are met.

Checklist:

- ☐ Determine if no-fault eviction involves owner move-in or remodel.
- ☐ Provide new form notice with required disclosures.
- ☐ Attach permits/contracts.
- ☐ Offer right to re-rent if remodel/demolition doesn't occur.
- ☐ Maintain records of tenant responses and offers.

4. Ellis Act Evictions

What it is: When withdrawing units from rental market, special statewide and local rules apply

Landlord Obligations:

- Follow 120-day relocation deadlines (90-day if senior/disabled).
- Notify County/HCD and county recorder.
- Provide relocation assistance per County rules.

Checklist:

- ☐ Issue 120/90-day no-fault notice with cause "Ellis Act withdrawal."
- ☐ File notice with HCD and County Recorder.
- ☐ Provide relocation payments.
- ☐ Confirm record proof of filing.

5. Service Methods (CCP § 1162)

What it is: Proper legal methods to serve eviction notices

Landlord Obligations:

- Must serve via:
 1. Personal delivery to tenant or adult occupant.
 2. Substituted service (leave with suitable person + mail).
 3. Post conspicuously + mail (only if previous two impossible).
- Exclude weekends and judicial holidays for 3-day notices
- File proof of service.

Checklist:

- ☐ Attempt personal delivery first.
- ☐ If not available, attempt substituted at home/business + mail.
- ☐ If still not available, post notice conspicuously + mail.
- ☐ Record dates and method on proof of service.
- ☐ Exclude non-court days when counting deadlines.

6. Relocation Assistance Requirements

What it is: Payment to tenants evicted for no-fault reasons

Landlord Obligations:

- Under County ordinance: \$2,000 minimum for protected households; otherwise two months' rent
- For non-fault state AB 1482: one month's rent minimum.

Checklist:

- ☐ Identify tenant household status (protected or not).
- ☐ Calculate and prepare payment.
- ☐ Disburse funds concurrent or before move-out.
- ☐ Document payment for proof and compliance.

7. Filing with HCD (County & State Requirements)

What it is: Local mandate to file certain eviction notices with the Housing & Community Development Department within 10 days of service

Landlord Obligations:

- File copy of all 30/60/90-day no-fault notices (non-renewal, owner move-in, substantial remodel, demolition, etc.).
- Ensure timely proof and recordkeeping.

Checklist:

- ☐ Prepare notice copy for filing.
- ☐ Submit to HCD within 10 days of service.
- ☐ Keep receipts/confirmations.

CONSOLIDATED COMPLIANCE CHECKLIST

<u>Requirement</u>	<u>Responsibilities</u>	<u>Completed?</u>
Verify AB 1482 & local coverage	Check unit & landlord ownership structure & tenancy length	<input type="checkbox"/>
Deliver AB 1482 notice	Lease inclusion or separate notice	<input type="checkbox"/>
Just-cause grounds	Confirm valid reason for termination	<input type="checkbox"/>
SB 567 disclosures	Provide required language, permits/contracts, and renter-rights info	<input type="checkbox"/>
Ellis Act	Use correct timing & local filing for withdrawal	<input type="checkbox"/>
Relocation assistance	Calculate and fund based on tenant status	<input type="checkbox"/>
Serve notice correctly	Personal > Substituted > Posted + Mail; document method	<input type="checkbox"/>
Exclude holidays in countdown	For 3-day period	<input type="checkbox"/>
File with HCD	All 30/60/90-day notices within 10 days	<input type="checkbox"/>
Documentation	Retain proof of service, filings, payments, and tenant communications	<input type="checkbox"/>