

MOVING AT THE END OF A LEASE¹

A lease expires automatically at the end of the lease term. The tenant is expected either to renew the lease before it expires (with the landlord's agreement) or to move out. A lease usually doesn't require a tenant to give the landlord any advance written notice when the lease is about to expire. However, the tenant should read the lease to see if it has any provisions covering what happens at the end of the lease.

Before you move, you may want to give the landlord a *courtesy notice* stating that you do not want to renew your lease.

If you continue living in the rental after the lease expires, and if the landlord accepts rent from you, your tenancy will be a *periodic tenancy* from that point on. The length of time between your rent payments will determine the type of the tenancy (for example, monthly rent results in a month-to-month tenancy). Except for the length of the agreement, all other provisions of the lease will remain in effect.²

If you don't move in time, and if the landlord refuses to accept rent after the lease expires, the landlord can file an **eviction** lawsuit immediately without giving you any notice. (This may not be true if you live in a rent control jurisdiction.)³

Important: If you want to *renew* your lease, you should begin negotiating with your landlord in plenty of time before the lease expires. Both your landlord and you will have to agree to the terms of the new lease. This process may take some time if one of you wants to negotiate different terms in the new lease.

¹ *California Tenants – A Guide to Residential Tenants' and Landlords' Rights and Responsibilities*, page 42 (Department of Consumer Affairs 2003).

² *Civil Code Section 1945, Moskowitz and Warner, California Tenants' Rights*, page 9/2 (NOLO Press 2001)

³ *Moskovitz and Warner, California Tenants' Rights*, page 11/8 (Nolo Press 2001). See *Brown and Warner, The California Landlord's Law Book, Vol. 1: Rights & Resonsibilities*, page 18/24 (NOLO Press 2001).