

Recent Court Decision Adds Requirements to Notices to Terminate Tenancies

A recent California Court of Appeal decision in *Eshagian v. Cepeda* (2025) 112 Cal.App.5th 433 invalidated a notice to terminate a tenancy that failed to specify when the notice period began, when it ended, and how the notice period should be calculated. In order to comply with the recent court decision, notices to terminate a tenancy should identify when the notice period begins, when it ends, and how the notice period is calculated.

The Court Decision in *Eshagian*

In *Eshagian*, the appellate court found that the three-day notice to pay rent or quit failed to provide sufficient information for the tenant to determine when the compliance period began and ended. Since a valid unlawful detainer action depends on a landlord's strict compliance with the statutory notice requirements, the court held that the landlord's eviction lawsuit failed for the failure to include this information, amongst other reasons.

Why This Matters For Commercial Owners and Managers

The *Eshagian* decision appears to impose an additional requirement for notices to terminate a tenancy: identifying when the notice period begins, when it ends, and how the notice period is calculated. Although the case arose in a residential context, its reasoning is grounded in statutory notice requirements that courts often apply in commercial unlawful detainer proceedings.

Strict adherence to notice requirements is critical in unlawful detainer actions. A defective notice can be fatal to a landlord's eviction lawsuit. This recent Court of Appeal decision may therefore impose an additional drafting requirement for notices—or, at a minimum, create legal uncertainty where notices fail to clearly identify in the notice the relevant compliance period.

Key Takeaways

- **Strict compliance with notice requirements.** A defective notice can lead to the dismissal of an eviction case even when the tenant clearly owes rent or has defaulted under the lease.

- **Review and update notices to terminate with counsel.** Commercial property owners and managers should work with counsel to review notices to terminate and service practices to reduce the risk of successful challenges to an unlawful detainer action, including revising notices to include information regarding the start and end notice period as described in the *Eshagian* decision.

The effectiveness of an unlawful detainer action depends on strict compliance with the underlying notice requirements – and here, the Court has seemingly imposed a new requirement to such notices.

When questions arise regarding notice compliance or eviction strategy, commercial landlords should consult experienced counsel, such as Paymon Hifai of Horner Law Group, before proceeding.