CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

12.A.

MEETING DATE: October 14, 2025

SUBJECT: Just Cause Ordinance Pursuant to AB 1482

REQUESTED ACTION: That the City Council receive and file the report and provide direction to staff regarding a Just Cause Ordinance pursuant to AB 1482

CONTACT: Michele Ogawa, Director of Economic Development and Workforce

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BACKGROUND/DISCUSSION:

On November 14, 2023, the City Council discussed a local Just Cause Ordinance pursuant to Assembly Bill (AB) 1482. Council directed staff to take the item to the Ways and Means Committee for consideration and further review. After a series of meetings in the past year at the Ways and Means Committee, on October 3, 2025, the Ways and Means Committee, seated by Mayor Pro Tem Rabb and Councilwoman Vallejo, provided recommendations for City Council consideration of the adoption of a local Just Cause ordinance, pursuant to AB 1482. As well, staff has worked with the Inland Empire Tenant Union and the California Apartment Association to obtain feedback on this matter. The Committee reviewed information regarding AB 1482, as well as information from the cities of Antioch and Baldwin Park, which have adopted Just Cause ordinances. These cities were selected by the Committee for discussion and comparison, as they are both general law cities with comparable demographics to the City of Perris. Cities are able to adopt their own Just Cause ordinance, provided that it is more protective than AB 1482's just cause provisions as follows:

- The just cause for termination of a residential tenancy under the local ordinance is consistent with the just cause provisions of AB 1482.
- The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.
- The City makes a binding finding in the ordinance that it is more protective than just cause provisions of AB 1482

<u>Assembly Bill 1482</u>

AB 1482, approved by Governor Newsom on October 8, 2019, the "California Tenant Protection Act," provides comprehensive statewide tenant protections to tenants, which include both rent increase caps and eviction protections. Relevant here and as explained below, it prohibits evictions of certain tenants without "just cause" and requires relocation fees for "no fault just cause"

evictions. It also requires landlords to provide related tenant notices. AB 1482 came into effect on January 1, 2020, and expires on January 1, 2030, and is enforced in state court.

AB 1482's "just cause" eviction requirements apply, provided all tenants have lawfully occupied a residential property for at least 12 months, or if at least one tenant has lawfully occupied a residence for at least 24 months.

"Just cause" is defined as follows:

- "At fault just cause," such as default in payment of rent, breach of a material term of the lease, criminal activity by the tenant on the residential property (including common areas), refusal to allow landlord to enter the property pursuant to law.
- "No fault just cause"
    - Owner reclamation of the property for move-in of the owner or a family member (spouse, domestic partner, child, grandchild, parent, grandparent)
    - Owner removal of the property from the rental market
    - Government order, court order, or local ordinance requiring vacation
    - Owner intent to demolish or substantially remodel the unit or major components/systems

If an owner evicts based upon "no fault just cause," then the owner must provide relocation assistance equal to one month's rent, or waiver of the final month's rent. Further, "just cause" eviction requirements do not apply to certain residential properties or residential circumstances, including (1) transient/tourist hotel occupancy; (2) dormitories owned and operated by institutions of higher education or kindergarten and grades 1 to 12 schools; (3) housing where a tenant share bathroom/kitchen facilities with the owner who lives on the same property; (4) single-family owner-occupied residences; (5) residential property where the owner is not a real estate investment trust, corporation, or LLC; (6) housing that has been issued a certificate of occupancy within the previous 15 years; and (7) residential property restricted by deed, agreement, or other recorded document as affordable housing for persons/families of very low, low, or moderate income (as defined by State statute).

The Ways and Means Committee provided the following recommendations for City Council discussion regarding a local ordinance at the regular Committee Meeting held on October 3, 2025. Components of the ordinance if not listed below are recommended to align with AB 1482.

- "At fault" definition:
    - Add a requirement to the existing "at fault" definition regarding criminal activity on the property to show that a police report has been filed in order to qualify
    - Add criminal threat to the landlord or other tenants, documented by a police report, as a qualifying "at fault" eviction basis
- "No fault" definition:
    - Include great grandparents, great grandchildren, and in-laws to the qualifying parties for reclamation of the property for owner/family member move-in
    - Set parameters for qualifying substantial remodel in order to qualify as a "no fault" eviction basis
- Tenant Protections:
    - Require multilingual notices for "at fault" evictions
    - Discuss relocation assistance

The Ways and Means Committee recommends that the City Council receive and file this report and provide direction to staff regarding a Just Cause Ordinance for the City of Perris.

BUDGET (or FISCAL) IMPACT: If the City Council directs staff to develop an ordinance, it would require additional funding that is currently not appropriated for City Attorney costs. Based on discussions with the City Attorney and other cities' budgets, staff estimates that the cost to develop an ordinance could be between $15,000 and $40,000, which would include legal services, staff time, and outreach/education costs. Additional staffing and operational costs for implementation and enforcement of a Just Cause Ordinance would also be required.

Prepared by: Michele Ogawa, Director of Economic Development and Workforce

REVIEWED BY:

Assistant City Manager:_____
Assistant City Manager: ER
Director of Finance: _____

Attachments:
1. AB 1482
2. Just Cause Recommendations Table, including AB 1482, City of Antioch, and City of Baldwin Park Just Cause Requirements and Means Committee Recommendations for City Council discussion
3. City of Antioch Just Cause Ordinance
4. City of Baldwin Park Just Cause Ordinance

Consent:
Public Hearing:
Business Item: X
Presentation:
Other:

ATTACHMENT 1

AB 1482

AB-1482 Tenant Protection Act of 2019: tenancy: rent caps. (2019-2020)

Date Published: 10/09/2019 09:00 PM

Assembly Bill No. 1482

CHAPTER 597

An act to add and repeal Sections 1946.2, 1947.12, and 1947.13 of the Civil Code, relating to tenancy.

[Approved by Governor October 08, 2019. Filed with Secretary of State October 08, 2019.]

LEGISLATIVE COUNSEL'S DIGEST

AB 1482, Chiu. Tenant Protection Act of 2019: tenancy: rent caps.

Existing law specifies that a hiring of residential real property, for a term not specified by the parties, is deemed to be renewed at the end of the term implied by law unless one of the parties gives written notice to the other of that party's intention to terminate. Existing law requires an owner of a residential dwelling to give notice at least 60 days prior to the proposed date of termination, or at least 30 days prior to the proposed date of termination if any tenant or resident has resided in the dwelling for less than one year, as specified. Existing law requires any notice given by an owner to be given in a prescribed manner, to contain certain information, and to be formatted, as specified.

This bill would, with certain exceptions, prohibit an owner, as defined, of residential real property from terminating a tenancy without just cause, as defined, which the bill would require to be stated in the written notice to terminate tenancy when the tenant has continuously and lawfully occupied the residential real property for 12 months, except as provided. The bill would require, for certain just cause terminations that are curable, that the owner give a notice of violation and an opportunity to cure the violation prior to issuing the notice of termination. The bill, if the violation is not cured within the time period set forth in the notice, would authorize a 3-day notice to quit without an opportunity to cure to be served to terminate the tenancy. The bill would require, for no-fault just cause terminations, as specified, that the owner, at the owner's option, either assist certain tenants to relocate, regardless of the tenant's income, by providing a direct payment of one month's rent to the tenant, as specified, or waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due. The bill would require the actual amount of relocation assistance or rent waiver provided to a tenant that fails to vacate after the expiration of the notice to terminate the tenancy to be recoverable as damages in an action to recover possession. The bill would provide that if the owner does not provide relocation assistance, the notice of termination is void. The bill would except certain properties and circumstances from the application of its provisions. The bill would require an owner of residential property to provide prescribed notice to a tenant of the tenant's rights under these provisions. The bill would not apply to residential real property subject to a local ordinance requiring just cause for termination adopted on or before September 1, 2019, or to residential real property subject to a local ordinance requiring just cause for termination adopted or amended after September 1, 2019, that is more protective than these provisions, as defined. The bill would void any waiver of the rights under these provisions. The bill would repeal these provisions as of January 1, 2030.

Existing law governs the hiring of residential dwelling units and requires a landlord to provide specified notice to tenants prior to an increase in rent. Existing law, the Costa-Hawkins Rental Housing Act, prescribes statewide limits on the application of local rent control with regard to certain properties. That act, among other things, authorizes an owner of residential real property to establish the initial and all subsequent rental rates for a dwelling or unit that meets specified criteria, subject to certain limitations.

This bill would, until January 1, 2030, prohibit an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate for a dwelling or unit more than 5% plus the percentage change in the cost of living, as defined, or 10%, whichever is lower, of the lowest gross rental rate charged for the immediately preceding 12 months, subject to specified conditions. The bill would prohibit an owner of a unit of residential real property from increasing the gross rental rate for the unit in more than 2 increments over a 12-month period, after the tenant remains in occupancy of the unit over a 12-month period. The bill would exempt certain properties from these provisions. The bill would require the Legislative Analyst's Office to submit a report, on or before January 1, 2030, to the Legislature regarding the effectiveness of these provisions. The bill would provide that these provisions apply to all rent increases occurring on or after March 15, 2019. The bill would provide that in the event that an owner increased the rent by more than the amount specified above between March 15, 2019, and January 1, 2020, the applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase, and the owner shall not be liable to the tenant for any corresponding rent overpayment. The bill would authorize an owner who increased the rent by less than the amount specified above between March 15, 2019, and January 1, 2020, to increase the rent twice within 12 months of March 15, 2019, but not by more than the amount specified above. The bill would void any waiver of the rights under these provisions.

The Planning and Zoning Law requires the owner of an assisted housing development in which there will be an expiration of rental restrictions to, among other things, provide notice of the proposed change to each affected tenant household residing in the assisted housing development subject to specified procedures and requirements, and to also provide specified entities notice and an opportunity to submit an offer to purchase the development prior to the expiration of the rental restrictions.

This bill would authorize an owner of an assisted housing development, who demonstrates, under penalty of perjury, compliance with the provisions described above with regard to the expiration of rental restrictions, to establish the initial unassisted rental rate for units without regard to the cap on rent increases discussed above, but would require the owner to comply with the above cap on rent increases for subsequent rent increases in the development. The bill would authorize an owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development to establish the initial rental rate for the unit upon the expiration of the restriction, but would require the owner to comply with the above cap on rent increases for subsequent rent increases for the unit. The bill would repeal these provisions on January 1, 2030. The bill would void any waiver of the rights under these provisions. By requiring an owner of an assisted housing development to demonstrate compliance with specified provisions under penalty of perjury, this bill would expand the existing crime of perjury and thus would impose a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.
Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. This act shall be known, and may be cited, as the Tenant Protection Act of 2019.

SEC. 2. Section 1946.2 is added to the Civil Code, to read:

1946.2. (a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this section, "just cause" includes either of the following:

(1) At-fault just cause, which is any of the following:

(A) Default in the payment of rent.

(B) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

(C) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(D) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.

(F) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

(I) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

(J) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

(K) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

(2) No-fault just cause, which includes any of the following:

(A) (i) Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1).

(B) Withdrawal of the residential real property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

(II) An order issued by a government agency or court to vacate the residential real property.

(III) A local ordinance that necessitates vacating the residential real property.

(ii) If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).

(D) (i) Intent to demolish or to substantially remodel the residential real property.

(ii) For purposes of this subparagraph, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

(c) Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

(d) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (b), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(e) This section shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(f) An owner of residential real property subject to this section shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after July 1, 2020, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

(3) The notification or lease provision shall be in no less than 12-point type, and shall include the following:

"California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the

property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information."

The provision of the notice shall be subject to Section 1632.

(g) (1) This section does not apply to the following residential real property:

(A) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted on or before September 1, 2019, in which case the local ordinance shall apply.

(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is "more protective" if it meets all of the following criteria:

(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.

(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.

(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.

(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.

(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.

(h) Any waiver of the rights under this section shall be void as contrary to public policy.

(i) For the purposes of this section, the following definitions shall apply:

(1) "Owner" and "residential real property" have the same meaning as those terms are defined in Section 1954.51.

(2) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

(j) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 3. Section 1947.12 is added to the Civil Code, to read:

1947.12. (a) (1) Subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase. In determining the lowest gross rental amount pursuant to this section, any rent discounts, incentives, concessions, or credits offered by the owner of such unit of residential real property and accepted by the tenant shall be excluded. The gross per-month rental rate and any owner-offered discounts, incentives, concessions, or credits shall be separately listed and identified in the lease or rental agreement or any amendments to an existing lease or rental agreement.

(2) If the same tenant remains in occupancy of a unit of residential real property over any 12-month period, the gross rental rate for the unit of residential real property shall not be increased in more than two increments over that 12-month period, subject to the other restrictions of this subdivision governing gross rental rate increase.

(b) For a new tenancy in which no tenant from the prior tenancy remains in lawful possession of the residential real property, the owner may establish the initial rental rate not subject to subdivision (a). Subdivision (a) is only applicable to subsequent increases after that initial rental rate has been established.

(c) A tenant of residential real property subject to this section shall not enter into a sublease that results in a total rent for the premises that exceeds the allowable rental rate authorized by subdivision (a). Nothing in this subdivision authorizes a tenant to sublet or assign the tenant's interest where otherwise prohibited.

(d) This section shall not apply to the following residential real properties:

(1) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(2) Dormitories constructed and maintained in connection with any higher education institution within the state for use and occupancy by students in attendance at the institution.

(3) Housing subject to rent or price control through a public entity's valid exercise of its police power consistent with Chapter 2.7 (commencing with Section 1954.50) that restricts annual increases in the rental rate to an amount less than that provided in subdivision (a).

(4) Housing that has been issued a certificate of occupancy within the previous 15 years.

(5) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(A) The owner is not any of the following:

(i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

(ii) A corporation.

(iii) A limited liability company in which at least one member is a corporation.

(B) (i) The tenants have been provided written notice that the residential real property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (c)(5) and 1946.2 (e)(7) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."

(ii) For a tenancy existing before July 1, 2020, the notice required under clause (i) may, but is not required to, be provided in the rental agreement.

(iii) For a tenancy commenced or renewed on or after July 1, 2020, the notice required under clause (i) must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b) of Section 1946.2.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(e) An owner shall provide notice of any increase in the rental rate, pursuant to subdivision (a), to each tenant in accordance with Section 827.

(f) (1) On or before January 1, 2030, the Legislative Analyst's Office shall report to the Legislature regarding the effectiveness of this section and Section 1947.13. The report shall include, but not be limited to, the impact of the rental rate cap pursuant to subdivision (a) on the housing market within the state.

(2) The report required by paragraph (1) shall be submitted in compliance with Section 9795 of the Government Code.

(g) For the purposes of this section, the following definitions shall apply:

(1) "Owner" and "residential real property" shall have the same meaning as those terms are defined in Section 1954.51.

(2) "Percentage change in the cost of living" means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. If a regional index is not available, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.

(3) "Tenancy" means the lawful occupation of residential real property and includes a lease or sublease.

(h) (1) This section shall apply to all rent increases subject to subdivision (a) occurring on or after March 15, 2019. This section shall become operative January 1, 2020.

(2) In the event that an owner has increased the rent by more than the amount permissible under subdivision (a) between March 15, 2019, and January 1, 2020, both of the following shall apply:

(A) The applicable rent on January 1, 2020, shall be the rent as of March 15, 2019, plus the maximum permissible increase under subdivision (a).

(B) An owner shall not be liable to the tenant for any corresponding rent overpayment.

(3) An owner of residential real property subject to subdivision (a) who increased the rental rate on that residential real property on or after March 15, 2019, but prior to January 1, 2020, by an amount less than the rental rate increase permitted by subdivision (a) shall be allowed to increase the rental rate twice, as provided in paragraph (2) of subdivision (a), within 12 months of March 15, 2019, but in no event shall that rental rate increase exceed the maximum rental rate increase permitted by subdivision (a).

(i) Any waiver of the rights under this section shall be void as contrary to public policy.

(j) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(k) (1) The Legislature finds and declares that the unique circumstances of the current housing crisis require a statewide response to address rent gouging by establishing statewide limitations on gross rental rate increases.

(2) It is the intent of the Legislature that this section should apply only for the limited time needed to address the current statewide housing crisis, as described in paragraph (1). This section is not intended to expand or limit the authority of local governments to establish local policies regulating rents consistent with Chapter 2.7 (commencing with Section 1954.50), nor is it a statement regarding the appropriate, allowable rental rate increase when a local government adopts a policy regulating rent that is otherwise consistent with Chapter 2.7 (commencing with Section 1954.50).

(3) Nothing in this section authorizes a local government to establish limitations on any rental rate increases not otherwise permissible under Chapter 2.7 (commencing with Section 1954.50), or affects the existing authority of a local government to adopt or maintain rent controls or price controls consistent with that chapter.

SEC. 4. Section 1947.13 is added to the Civil Code, to read:

1947.13. (a) Notwithstanding Section 1947.12, upon the expiration of rental restrictions, the following shall apply:

(1) The owner of an assisted housing development who demonstrates, under penalty of perjury, compliance with all applicable provisions of Sections 65863.10, 65863.11, and 65863.13 of the Government Code and any other applicable law or regulation intended to promote the preservation of assisted housing, may establish the initial unassisted rental rate for units in the applicable housing development. Any subsequent rent increase in the development shall be subject to Section 1947.12.

(2) The owner of a deed-restricted affordable housing unit or an affordable housing unit subject to a regulatory restriction contained in an agreement with a government agency limiting rental rates that is not within an assisted housing development may establish the initial rental rate for the unit upon the expiration of the restriction. Any subsequent rent increase for the unit shall be subject to Section 1947.12.

(b) For purposes of this section:

(1) "Assisted housing development" has the same meaning as defined in paragraph (3) of subdivision (a) of Section 65863.10 of the Government Code.

(2) "Expiration of rental restrictions" has the same meaning as defined in paragraph (5) of subdivision (a) of Section 65863.10 of the Government Code.

(c) This section shall remain in effect until January 1, 2030, and as of that date is repealed.

(d) Any waiver of the rights under this section shall be void as contrary to public policy.

SEC. 5. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district will be incurred because this act creates a new crime or infraction, eliminates a crime or infraction, or changes the penalty for a crime or infraction, within the meaning of Section 17556 of the Government Code, or changes the definition of a crime within the meaning of Section 6 of Article XIII B of the California Constitution.

ATTACHMENT 2

Just Cause Recommendations Table, including AB 1482, City of Antioch, and City of Baldwin Park Just Cause Requirements

Category	Existing Just Cause Eviction Statutes (AB1482 and SB567)	City of Antioch Just Cause Ordinance	City of Baldwin Park Just Cause Ordinance	Ways and Means Committee Recommendation
Applicability	When all tenants have lawfully occupied a residence for ≥12 months, or when at least one tenant has lawfully occupied a residence for ≥24 months	Applies upon move-in to all tenants of a rental unit	Applies to all residential units built before Jan. 1, 1995	<u>Same as AB1482</u> When all tenants have lawfully occupied a residence for ≥12 months, or when at least one tenant has lawfully occupied a residence for ≥24 months
Exemptions	• Hotels • Student housing • Short term rentals (≤30-day stay) • Roommate in owner's home • Single family homes not owned by a REIT, Corporation, or LLC • Owner-occupied homes • Duplex where owner lives in a unit • Deed restricted affordable housing • Rolling 15-year exemption by built date	• Hotels (up to 30-day stays) • Hospitals, skilled nursing facilities, health facilities • Nonprofit short-term facility for treatment, assistance, or therapy for substance abuse • Short-term/transitional housing for unhoused individuals (up to 24 months)	• Mobile homes established before 1990 with long term leases • Duplexes which the owner occupies • Single Family Homes • Hotels, Motels, Inns, tourist homes, and boarding • Rental units in hospitals or extended medical care facility • Rental unit which a government owns, operates, manages, or in which governmentally subsidized tenant resides • Nonprofit basis, childcare, or other residential social service	<u>Same as AB1482</u> • Hotels • Student housing • Short term rentals (≤30-day stay) • Roommate in owner's home • Single family homes not owned by a REIT, Corporation, or LLC • Owner-occupied homes • Duplex where owner lives in a unit • Deed restricted affordable housing • Rolling 15-year exemption by built date
At Fault Definition	• Rent default • Breach of lease • Nuisance • Criminal activity on property • Subletting in violation of lease • Property damage • Occupancy beyond stated date in an intent to vacate • Prevention of owner access	• Rent default • Breach of lease • Nuisance • Criminal activity on property • Criminal threat • Subletting in violation of lease • Property damage • Occupancy beyond stated date in an intent to vacate	• Rent default • Breach of lease • Nuisance • Criminal activity on property • Subletting in violation of lease • Property damage • Occupancy beyond stated date in an intent to vacate • Prevention of owner access	<u>AB1482 with Revision</u> • Rent default • Breach of lease • Nuisance • Criminal activity on property, documented by police report • Criminal threat, documented by police report

	• Any other violation of existing lease agreement terms	• Prevention of owner access • Any other violation of existing lease agreement terms	• Any other violation of existing lease agreement terms	• Subletting in violation of lease • Property damage • Occupancy beyond stated date in an intent to vacate • Prevention of owner access • Any other violation of existing lease agreement terms
No Fault Definition	• Owner reclamation of property for move-in -Owner -Spouse -Domestic Partner -Child -Grandchild -Parent -Grandparent • Owner removal of property from the rental market • Government order, court order, or local ordinance requiring vacation • Owner intent to demolish or substantially remodel the unit or major components/systems	• Owner reclamation of property for move-in -Owner -Spouse -Domestic Partner -Child -Grandchild -Parent -Grandparent • Owner removal of property from the rental market • Government order • Substantial remodels	• Owner reclamation of property for move-in -Owner -Spouse -Domestic Partner -Child -Grandchild -Parent -Grandparent -In-laws • Owner removal of property from the rental market • Government order, court order, or local ordinance requiring vacation • Change in property ownership within 18 months • Inability to pay rent increase in excess of 5% within the 12-month period prior to the notice of the rent increase	<u>AB1482 with Revision</u> • Owner reclamation of property for move-in -Owner -Spouse -Domestic Partner -Child -Grandchild -Parent -Grandparent -Great Grandchild -Great Grandparent -In-laws • Owner removal of property from the rental market • Government order, court order, or local ordinance requiring vacation • Owner intent to demolish or substantially remodel the unit or major components/systems *Discuss parameters for qualifying substantial remodel
Tenant Protections	• For *At Fault* Evictions, mandated process including written notice, minimum 3-day period to	• For *Any Eviction*, mandated process including written notice, and landlord must file notice within 5 days of service notice to tenant	• For *At Fault* Evictions, requirement to notice the tenant and state the cause for termination, minimum 3-day period to pay or	<u>AB1482 with Revision</u> • For *At Fault* Evictions, mandated process including written notice, minimum 3-day period to

	pay or quit, and 7-10-day notice to cure violation • For *No Fault* Evictions, requirement for move-in party to reside at property as primary residence for a minimum of 12 months • For *No Fault* Evictions, requirement for demolition/remodel to provide details regarding work to be completed, expected duration of the work, and a copy of required permits *Qualified substantial remodel: structural, electrical, plumbing, or mechanical system that requires a permit, or abatement of hazardous materials, which cannot be completed in a safe manner with tenant in place. Cosmetic improvements that can be completed safely with tenant in place do not qualify • For lease termination and *No Fault* eviction, requirement to provide relocation assistance equal to one month's rent, or waiver of the final month's rent • Over the course of any 12-month period, rent increases are limited to the lower of 5% plus	• For *No Fault* Evictions, landlord is required to move-in to take place within 90 days of tenant leaving, and minimum 2-year requirement for use as primary residence *If the landlord/relative fails to move in within 90 days or fails to occupy the unit for at least 2 years, the tenant who was evicted from the rental is entitled to receive notice and right of first refusal for the unit at the same rental price plus any annual rent increased allowed -*If the tenant is 62 years of age or disabled, the notice period shall be one year if tenant has provided required notice of eligibility and has lived in the unit for at least one year • For *No Fault* Evictions, landlord may not evict if the following conditions exist, unless the incoming occupant also meets one of the requirements: -Any tenant has lawfully resided at the property for at least 5 years, and a member of the household is elderly, disabled, or handicapped -Tenant is terminally ill -Any tenant has lawfully resided at the property for at least 5 years, and a	vacate, and landlord must file the notice within 3 days after serving notice to tenant • Landlord is required to move into the unit within 30 days after the tenant vacates, and utilize as primary residence for at least 1 year *If the landlord/relative fails to move in within 30 days, landlord is required to offer the unit to the tenant who vacated, and to pay to tenant all reasonable expenses incurred in moving to and/or from the unit • For *No Fault* Evictions, Relocation assistance: 2.5 months' HUD fair market rent for similar sized unit with CPI adjusted moving expense based on 2023 level of $1,449, or 2023 level of $4,372 for households with: -dependents -disabled -seniors • For *No Fault* Evictions, after 10 years of occupancy, add 10% per year, up to 200% on the 20th anniversary • Rent increases are limited to the CPI-U	pay or quit, and 7-10-day notice to cure violation *Discuss multi-lingual translation for notices • For *No Fault* Evictions, requirement for move-in party to reside at property as primary residence for a minimum of 12 months • For *No Fault* Evictions, requirement for demolition/remodel to provide details regarding work to be completed, expected duration of the work, and a copy of required permits • Discuss Relocation Assistance -AB 1482: 1 month rent, or waiver of last month -Antioch: 2 months' rent at time of eviction -Baldwin Park: 2.5 months' HUD fair market rent • Over the course of any 12-month period, rent increases are limited to the lower of 5% plus percentage change in the cost of living, or 10% of the lowest gross rental rate for the unit at any time in the 12 months before the effective date of the increase

	percentage change in the cost of living, or 10% of the lowest gross rental rate for the unit at any time in the 12 months before the effective date of the increase	member of the household is low-income • For lease termination and *No Fault* eviction, requirement to provide relocation assistance equal to two times the monthly rent, and an additional month's rent is required if the tenant is qualified (elderly, disabled, handicapped, low-income, or has one or more dependent children under the age of 18 in tenant's custody)		

ATTACHMENT 3

City of Antioch Just Cause Ordinance

City of Antioch Ordinance

TITLE 11: TENANT PROTECTIONS

Chapter

CHAPTER 1: GENERAL PROVISIONS

Section

§ 11-1.01 PURPOSE AND APPLICABILITY.

(A) The City Council finds that the safety, stability, and quality of life of renters in the city is necessary for the preservation of public health, safety, and welfare.

(B) The City Council finds that the conditions that would occur in the absence of policies and procedures that regulate the business of renting housing and increase compliance with applicable health and safety laws would constitute a threat to public health, safety, and welfare.

(C) This title establishes policies and programs that increase the safety, stability, and quality of life of a substantial number of residents in the city who are renters. This title further establishes definitions and procedures for the efficient administration of city policies and programs that concern rental units, tenants, and landlords.

(D) This title applies to all rental units, persons engaged in the business of renting rental units, and persons renting rental units within the boundaries of the city. This title further applies to any policy or program that so references this title or any section or chapter therein.

(Ord. 2227-C-S, passed 6-27-2023)

§ 11-1.02 DEFINITIONS.

For the purpose of this title and references thereto, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

HOUSING SERVICES. All amenities and services related to the use or occupancy of a rental unit and common areas that are provided by the landlord, including a proportionate part of services provided to common facilities of the building and property in which the rental unit is contained. ***HOUSING SERVICES*** includes, without limitation, hot and cold water, heat, utilities, painting, elevator service, refuse removal, janitorial service, maintenance, repairs, replacement, recreational areas

(including pools or gyms), laundry facilities, furnishings, storage space, parking (including one or more automobiles), employee services, security services, insurance, the payment of property taxes, and any other benefits or privileges permitted to the tenant by agreement, whether express or implied. ***HOUSING SERVICES*** also includes those basic housing services required by Cal. Civil Code § 1941.1.

LANDLORD or RESIDENTIAL LANDLORD. An owner, lessor, sublessor or any other person or entity who is entitled to offer any residential rental unit for rent or who is entitled to receive rent for the use and occupancy of any residential rental unit.

LARGE MULTI-FAMILY LANDLORD. A residential landlord that rents and/or makes available for rent five or more residential rental units that are located on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

RENT. Consideration, including any deposit, bonus, benefit, or gratuity demanded or received for, or in connection with, the use or occupancy of a residential rental unit. Such consideration includes, without limitation, moneys and fair value of goods or services rendered to or for the benefit of the residential landlord under the rental agreement, or in exchange for a rental unit or housing services of any kind.

RENT STABILIZED UNIT. Any residential rental unit that is subject to city rent regulation because it is not exempt from the Rent Stabilization chapter, Chapter 3 of Title 11.

RENTAL AGREEMENT or RENTAL HOUSING AGREEMENT. An agreement, oral, written, or implied, between a landlord and a tenant for the use and/or occupancy of a rental unit.

RENTAL UNIT or RESIDENTIAL RENTAL UNIT. Any structure or part of a structure that is rented for residential use or occupancy, including land appurtenant thereto and regardless of zoning status or additional uses of the property. A ***RENTAL UNIT*** includes all housing services connected with the residential use or occupancy of the property.

TENANCY or RESIDENTIAL TENANCY. The right or entitlement of a tenant to use or occupy a rental unit. Where occupants of a rental unit have separate rental agreements with a residential landlord for use or occupancy of a rental unit, each agreement permitting occupancy is a ***TENANCY***.

TENANT or RESIDENTIAL TENANT. One or more persons, including a subtenant, lessee, or sublessee, who is entitled under the terms of a rental housing agreement to the use or occupancy of any residential rental unit.

(Ord. 2227-C-S, passed 6-27-2023; Am. Ord. 2232-C-S, passed 9-12-2023)

CHAPTER 2: REGISTRATION

Section

§ 11-2.01 PURPOSE AND APPLICABILITY.

(A) The City Council finds that the registration program authorized by this chapter, and the administration thereof by the Tax Administrator in conjunction with the business license program, will increase the efficacy and efficiency of existing and future programs pertaining to residential landlords and rental units.

(B) The City Council further finds that the administration of a centralized registration program and database will facilitate economical and efficient communications, program functioning, data analysis, processing, and collection of associated program fees. It will also reduce burdens on landlords, tenants, and city resources that would otherwise occur under separate registration programs.

(Ord. 2227-C-S, passed 6-27-2023)

§ 11-2.02 REGISTRY AUTHORIZED.

At the same time as provided for a business license pursuant to Chapter 1 of Title 3 of this Code, the Tax Administrator may require, as a condition of issuance of a business license to a residential landlord, the registration of each residential rental unit for which the landlord is entitled to rent or receive rent. Registration may require the submission of documents

and information related to programs authorized by this title, in addition to those related to the business license program. Registration may require certification of facts related to programs authorized by this title.

(Ord. 2227-C-S, passed 6-27-2023)

§ 11-2.03 FEE COLLECTION AUTHORIZED.

At the same time as provided and required for a business license pursuant to Chapter 1 and Chapter 2 of Title 3 of this code, the Tax Administrator may require, as a condition of issuance of a business license to a residential landlord, the payment of one or more fees imposed against residential landlords or otherwise relating to the business of the residential rental units for which the landlord is entitled to rent or receive rent.

(Ord. 2227-C-S, passed 6-27-2023)

§ 11-2.04 LARGE MULTI-FAMILY LANDLORDS.

A registration and fee collection program administered pursuant to this chapter may impose alternate registration and fee collection procedures for large multi-family landlords.

(Ord. 2227-C-S, passed 6-27-2023)

CHAPTER 3: RENT STABILIZATION

Section

§ 11-3.01 TITLE; REFERENCE TO CHAPTER.

This Chapter 3 shall be known as the "Rent Stabilization Ordinance".

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

§ 11-3.02 APPLICATION.

The provisions of this Rent Stabilization Ordinance are applicable to any building or part of a building that is used for residence and that is rented to a tenant as a dwelling place, except those units exempted by § 11-3.08 ("Rental Unit"). This Rent Stabilization Ordinance shall be interpreted and administered in a manner consistent with the Costa- Hawkins Rental Housing Act codified in Cal. Civil Code §§ 1954.50, *et seq.* ("Costa-Hawkins"), if any conflict exists between the provisions of Costa-Hawkins and this chapter, Costa-Hawkins shall prevail.

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

§ 11-3.03 DEFINITIONS.

(A) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

HOUSING SERVICES. All amenities and services related to the use or occupancy of a rental unit and common areas that are provided by the landlord. ***HOUSING SERVICES*** includes without limitation hot and cold water, heat, utilities, painting, elevator service, refuse removal, janitorial service, maintenance, repairs, replacement, recreational areas (including pools or gyms), laundry facilities, furnishings, storage space, parking (including one or more automobiles), employee services, security services, insurance, the payment of property taxes, and any other benefits or privileges permitted to the tenant by agreement, whether express or implied, including the right to have a specific number of occupants and the right to one-for-one replacement of roommates, regardless of any prohibition against subletting and/or assignment. ***HOUSING SERVICES*** also includes those basic housing services required by Cal. Civil Code § 1941.1. ***HOUSING SERVICES*** includes a proportionate part of services provided to common facilities of the building and property in which the rental unit is contained.

LANDLORD. An owner of record, lessor, sublessor or any other person, entity, or nonnatural person entitled to receive rent for the use or occupancy of any dwelling place subject to this Rent Stabilization chapter, or an agent representative, affiliate, member, shareholder, trustee, or successor of any of the foregoing. If an owner of a rental unit is other than a single natural person, then all entities and persons that share ownership and/or control (direct or indirect) of the units under this Rent Stabilization chapter shall be considered one and the same landlord.

RENT. The sum of all consideration demanded accepted, or retained for the use or occupancy of a rental unit or for housing services provided, or both. ***RENT*** includes all periodic payments and all nonmonetary consideration, including, but not limited to, the fair market value of goods or services

rendered to or for the benefit of the landlord, under an agreement concerning the use or occupancy of residential real property.

(B) Terms defined in other sections of this Rent Stabilization chapter shall have such meaning when used in this Rent Stabilization chapter, whether singular or plural.

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

§ 11-3.04 LIMIT ON RENTAL RATE INCREASES.

(A) Increases in rent on residential real property in the city may not exceed the lesser of 3% or 60% of the most recent 12-month increase in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics. Only one rent increase in any 12 month period is permitted. A reduction in housing services is an increase in rent.

(B) Division (A) of this section shall apply to all rent increases occurring on or after August 23, 2022.

(1) In the event that a landlord has increased the rent by more than the amount permissible under division (A) between August 23, 2022 and the effective date of this Rent Stabilization chapter, the applicable rent on the effective date of this Rent Stabilization chapter shall be the rent as it existed on August 23, 2022 plus the maximum permissible increase authorized under division (A) of this section and applicable state law, if any.

(2) A landlord has no duty to refund otherwise lawful rent received prior to the effective date of this Rent Stabilization chapter in excess of the amount authorized by this section.

(C) The 12 month period referenced in division (A) of this section shall begin on the date of the last rent increase regardless of whether the last increase occurred prior to the effective date of the Rent Stabilization chapter.

(D) The City Council finds that the limited retroactive effect enacted by divisions (B) and (C) of this section are necessary to counteract any rent increases imposed in anticipation of the adoption of rent stabilization in the city and to more fully effectuate the legislative and public purposes of this Rent Stabilization chapter.

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

§ 11-3.05 REASONABLE RATE OF RETURN.

This Rent Stabilization chapter allows for an annual adjustment of residential real property rent of up to the lesser of 3% or 60% of the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics pursuant to § 11-3.04. Such an increase is found and determined to provide a just and reasonable return on a landlord's property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on comparable investments, but not so high as to defeat the purpose of curtailing excessive rents and rental increases. Notwithstanding the foregoing, any landlord who contends that the limit on rental increases set forth in § 11-3.04 will prevent the landlord from receiving a fair and reasonable return on the property may petition for relief from the limit set forth in § 11-3.04 pursuant to the procedures set forth in § 11-3.07.

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

§ 11-3.06 TENANT PETITION FOR RENT REDUCTION.

(A) A tenant may petition for a reduction of rent ("rent reduction petition") if the tenant believes that the landlord has demanded, accepted, or retained fromthe tenant any rent in excess of the rent

permitted by this Rent Stabilization chapter. The landlord shall be informed of the tenant's complaint and shall have the opportunity to respond to the tenant's claim of rent overcharge.

(1) Such rent reduction petition shall be on an application form prescribed by the City Attorney or designee and shall be decided by a Hearing Officer subject to § 1-6.01 designated by the City Attorney.

(2) The tenant shall provide a copy of any rent reduction petition submitted to the city to the applicable landlord and shall provide the city with proof of completing such service to the applicable landlord. The landlord shall have 30 days from the date of receiving the rent reduction petition to reply or provide additional materials to the city in response to the rent reduction petition.

(3) The tenant shall bear the burden of establishing that a rent reduction is necessary to comply with the city's Rent Stabilization Ordinance by providing information including the type of dwelling, dates of tenancy, dates of rent increases, amount of rent increases, dates of charges, and amounts of charges.

(B) The factors the Hearing Officer may consider in deciding a rent reduction petition shall be matters related to the landlord's failure to comply with the city's Rent Stabilization Ordinance and regulations. For example, the amount of rent that the landlord has actually demanded, accepted, or retained from the tenant exceeds the amount of rent that the landlord could lawfully charge. The Hearing Officer may also consider a landlord's decrease of housing services.

(C) A rent reduction petition shall be decided by the Hearing Officer within 60 calendar days of the date that the application has been deemed complete, including submission of proof of service of the rent reduction petition on the applicable landlord(s), unless an extension of this time has been agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the applicable tenant(s), the designated representative of the tenant(s), the subject landlord, and the landlord's designated representative(s) for the rent reduction petition, if any. The decision of the Hearing Officer shall be the final decision.

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

§ 11-3.07 LANDLORD PETITION FOR RENT INCREASE.

(A) A landlord may petition for a rent increase in excess of that provided in § 11-3.04 in order to obtain a fair and reasonable return on the landlord's property ("fair return petition").

(1) Such fair return petition shall be on an application form prescribed by the City Attorney or designee and shall be decided by a Hearing Officer subject to § 1-6.01 designated by the City Attorney.

(2) The landlord shall provide a copy of any fair return petition submitted to the city to the applicable tenant(s) and shall provide the city with proof of completing such service to the applicable tenant(s). The tenant(s) shall have 30 days from the date of receiving the fair return petition to reply or provide additional materials to the city in response to the fair return petition.

(3) The landlord shall bear the burden of establishing that a rate increase in excess of that provided in § 11-3.04 is necessary to provide the landlord with a fair and reasonable return on the property, including by providing an independent financial report and verified financial data demonstrating that without such an increase, the landlord will not realize a fair and reasonable return on the property.

(4) The landlord shall be responsible for all costs associated with the city's review of the fair return petition. Upon receipt of a fair return petition, the Hearing Officer shall determine the anticipated costs of review and if the employment of expert(s) will be necessary or appropriate for a proper analysis of the landlord's request. If the Hearing Officer so determines, the Hearing Officer shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be

communicated to the landlord, and the fair return petition shall not be processed until the landlord has paid to the city the estimated cost of the complete analysis. The city will provide the landlord with an invoice of all costs incurred after the review of the fair return petition. Any unused portion of the advance payment for analysis shall be refunded to the landlord. If additional funds are required, payment will be required before the landlord receives the determination on the fair return petition from the city.

(B) The factors the Hearing Officer may consider in deciding a fair return petition include, but are not limited to, the following:

(1) Changes in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics arising after commencement of the tenancy.

(2) The length of time since the last determination by a Hearing Officer on a rent increase application, or the last rent increase if no previous rent increase application has been made, after commencement of the tenancy.

(3) The completion of any capital improvements to the residential real property specified in the fair return petition, and the cost thereof, including materials, labor, construction interest, permit fees, and other items the Hearing Officer deems appropriate, arising after commencement of the tenancy and averaged on a per-unit basis and amortized over a period of not less than 60 months.

(4) Documented rehabilitation work averaged on a per-unit basis and amortized over a period of not less than 36 months.

(5) Changes in property taxes or other taxes related to the subject residential real property arising after commencement of the tenancy.

(6) Changes in the utility charges for the subject residential real property by the landlord, and the extent, if any, of reimbursement from the tenants arising after commencement of the tenancy.

(7) Changes in reasonable operating and maintenance expenses arising after commencement of the tenancy.

(8) The need for repairs caused by circumstances other than ordinary wear and tear arising after commencement of the tenancy.

(9) The amount and quality of services provided by the landlord to the affected tenant(s) arising after commencement of the tenancy.

(C) A fair return petition shall be decided by the Hearing Officer within 90 calendar days of the date that the application has been deemed complete, including submission of proof of service of the fair return petition on the applicable tenant(s), unless the landlord has failed to pay all applicable costs associated with the city's review of the fair return petition or an extension of this time has been agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the subject landlord, the landlord's designated representative(s) for the fair return petition, the applicable tenant(s), and the designated representative of the tenant(s), if any. The decision of the Hearing Officer shall be the final decision.

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

§ 11-3.08 EXEMPTIONS.

(A) Pursuant to Costa-Hawkins, the provisions of this Rent Stabilization chapter regulating the amount of rent that a landlord may charge shall not apply to the following:

(1) Any residential real property that has a certificate of occupancy issued after February 1, 1995 (Cal. Civil Code § 1954.52(a)(1));

(2) Any residential real property that is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Cal. Bus. and Prof. Code § 11004.5.

(3) Any other residential real property for which rent may not be regulated by the city pursuant to Costa-Hawkins.

(B) The provisions of this Rent Stabilization chapter regulating the amount of rent that a landlord may charge shall not apply to the following:

(1) A unit owned, operated, or managed by a governmental unit, agency, or authority, or that is specifically exempted from municipal rent regulation by state or federal law or regulation.

(2) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(3) Mobile homes located in mobile home parks.

(4) A unit in a hotel, motel, inn, tourist home, or rooming and boarding house which is rented primarily to transient guests for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days; and other transient occupancies as defined in Cal. Civil Code § 1940, subdivision (b).

(5) A unit in an institutional facility, including a hospital, medical care facility, residential care facility, asylum, group home for seniors or the disabled, or transitional housing program that assists homeless persons as defined in Cal. Civil Code § 1954.12.

(6) A unit that the landlord or the landlord's immediate family occupied as their principal place of residence at the beginning of the tenancy so long as the landlord or the landlord's immediate family continues in occupancy.

(7) A unit within a dwelling unit, if the dwelling unit is the principal residence of a landlord, and landlord shares the bathroom or kitchen facilities with the tenant.

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

§ 11-3.09 RENT INCREASE INEFFECTIVE; NO WAIVER.

(A) No rent increase shall be effective if the landlord:

(1) Fails to substantially comply with all provisions of this Rent Stabilization chapter, as that ordinance may be amended from time to time, and with any other applicable policies, regulations or resolutions concerning rent, including without limitation the service of the tenant with a legally required notice of a rent increase under state law, the registration of all rental units within the city, and the payment of all rent program fees set forth in the city's Master Fee Schedule; or

(2) Fails to maintain the residential real property in compliance with Cal. Civil Code §§ 1941.1 et seq. and Cal. Health and Safety Code §§ 17920.3 and 17920.10; or

(3) Fails to make repairs ordered by the city or court of competent jurisdiction.

(B) Any waiver or purported waiver by a tenant of rights granted under this article prior to the time when such rights may be exercised shall be void as contrary to public policy.

(C) If a tenant reasonably believes a landlord has increased the tenant's rent in violation of this section, the tenant may submit to the city a petition to determine compliance for consideration by a Hearing Officer designated by the City Attorney. The landlord shall have an opportunity to respond to the petition to determine compliance and to participate in the administrative proceeding. The City Attorney shall promulgate administrative regulations to effectuate this section, in addition to those

authorized by § 1-6.01 (Antioch Municipal Code). The decision of the Hearing Officer shall be final and not appealable.

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

§ 11-3.10 NOTICE REQUIREMENTS.

(A) On or before the date of commencement of a tenancy, the landlord of any residential real property subject to this Rent Stabilization chapter shall deliver to the tenant written notice of the following in a form prescribed by the city:

(1) The tenancy is regulated by this Rent Stabilization chapter, Antioch Municipal Code, Title 11, Chapter 3; and

(2) The tenant has a right to submit a complaint to the city pursuant to § 11-3.13 or a rent reduction petition pursuant to § 11-3.06 for rent charged in violation of this Rent Stabilization chapter; and

(3) The landlord has a right to respond to any rent reduction petition filed by the tenant with the city pursuant to § 11-3.06.

(4) The tenant has a right to respond to any fair return petition filed by the landlord with the city pursuant to § 11-3.07.

(B) At the same time and with any notice to increase rent, the landlord must deliver written notice of the following:

(1) The tenancy is regulated by this Rent Stabilization chapter, Antioch Municipal Code, Title 11, Chapter 3; and

(2) The tenant has a right to submit a complaint to the city pursuant to the procedures established pursuant to § 11-3.13 or a rent reduction petition pursuant to § 11-3.06 for rent charged in violation of this Rent Stabilization chapter; and

(3) The tenant has a right to respond to any fair return petition filed by the landlord with the city pursuant to § 11-3.07; and

(4) No rent increase is effective unless and until the requirements of this Rent Stabilization chapter have been met.

(C) When a landlord and tenant have entered into a written lease, the landlord must give notices to the tenant in the language primarily used in the lease. When a landlord and tenant have not entered into a written lease, the landlord must give notices to the tenant in the language that a landlord and tenant used primarily when negotiating the terms of the tenancy.

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

§ 11-3.11 VIOLATIONS; REMEDIES.

(A) It shall be unlawful for any person to violate or fail to comply with any provision of this Rent Stabilization chapter, including charging increased rent in violation of this Rent Stabilization chapter or a determination by a Hearing Officer.

(B) Any person who violates or aids or incites another person to violate the provisions of this Rent Stabilization chapter is liable for each and every such offense for actual damages suffered by an aggrieved party (including damages for mental or emotional distress); or for statutory damages in the sum of three times the amount by which the payment demanded, accepted, or retained exceeds the maximum amount that could be lawfully demanded, accepted, or retained, or for statutory damages in the sum of $1,000, whichever is greater; and whatever other relief the court deems appropriate. In the

case of an award of damages for mental or emotional distress, said award may be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of this Rent Stabilization chapter. The trier of fact may also award punitive damages to any plaintiff, including the city, in a proper case as defined by Cal. Civil Code § 3294.

(C) Any person who is convicted of violating this Rent Stabilization chapter shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not greater than $1,000 or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.

(D) Any person, including the city, may enforce the provisions of this Rent Stabilization chapter by means of a civil action. The burden of proof in such cases shall be by preponderance of the evidence. The prevailing party in any civil action brought pursuant to this section shall be entitled to recover reasonable attorneys' fees and costs. A violation of this Rent Stabilization chapter may be asserted as an affirmative defense in an unlawful detainer action.

(E) Any person who commits an act, proposes to commit an act, or engages in any pattern and practice that violates this Rent Stabilization chapter may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interest of the protected class.

(F) This Rent Stabilization chapter may be enforced as provided in Chapter 2 of Title 1 of this code in addition to the remedies provided herein, which shall be in addition to any other existing remedies which may be available.

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

§ 11-3.12 RENT PROGRAM FEE AND REGISTRATION REQUIREMENT.

For the sole purpose of reimbursing the city for the costs of administering this Rent Stabilization chapter, there is hereby imposed on each rental unit, subject to the provisions of this Rent Stabilization chapter, a regulatory fee ("rent program fee") to cover the costs to provide and administer the programs created by this chapter in such amount as the City Council may establish by resolution from time to time. Landlords subject to this Rent Stabilization chapter shall register all units subject to this chapter with the city and pay the rent program fee at such time and in such manner as established by City Council resolution.

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

§ 11-3.13 IMPLEMENTATION.

The City Manager and City Attorney shall take or cause to be taken such actions necessary to implement this Rent Stabilization chapter and effectuate the intent of the City Council in adopting this Rent Stabilization chapter, including the preparation of informational materials and forms and promulgation of administrative regulations. The City Manager shall designate a city department to provide information and receive tenant complaints pertaining to violation of this chapter.

(Ord. 2219-C-S, passed 10-11-22; Am. Ord. 2227-C-S, passed 6-27-2023)

CHAPTER 4: RETALIATION PROHIBITED

Section

§ 11-4.01 RETALIATION PROHIBITED.

(A) No landlord may threaten to bring, or bring, an action to recover possession, cause the tenant to quit the unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any housing services or increase the rent where the landlord's intent is retaliation against the tenant for the tenant's assertion or exercise of any right under this title.

(B) Any action of retaliation described in division (A) shall be a defense to an action to recover possession, or it may serve as the basis for an affirmative action by the tenant for actual and punitive damages and injunctive relief.

(C) A tenant may assert retaliation affirmatively or as a defense to the landlord's action regardless of the period of time which has elapsed between the tenant's assertion or exercise of rights under this chapter and the alleged act of retaliation.

(Ord. 2232-C-S, passed 9-12-2023)

CHAPTER 5: ANTI-HARASSMENT

Section

§ 11-5.01 TITLE, PURPOSE, AND APPLICABILITY.

(A) This chapter shall be known as the "Tenant Anti-Harassment Ordinance".

(B) The Tenant Anti-Harassment Ordinance augments existing protections provided to residential tenants under federal, state, and local laws to prohibit and deter tenant harassment by landlords in all residential rental units, including single-family residences and condominiums.

(C) The Tenant Anti-Harassment Ordinance applies to all landlords and tenants of residential rental units within the city, unless exempted herein, including landlords and tenants who may not be covered by other Title 11 tenant protection policies.

(Ord. 2232-C-S, passed 9-12-2023)

§ 11-5.02 EXEMPTIONS.

The following rental units are exempt from the restrictions and requirements of this chapter:

(A) Rental units in any hospital, skilled nursing facility, or health facility.

(B) Rental units in a nonprofit facility that has the primary purpose of providing short-term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is

provided incident to the recovery program, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purpose where such license is required.

(C) Rental units in a nonprofit facility that provides a structured living environment with the primary purpose of helping homeless persons obtain skills necessary for independent living in permanent housing and where the occupancy is restricted to a limited and specific period of time of not more than 24 months, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purpose where such license is required.

(D) Rental units exempted from Cal. Civil Code Part 4, Title 4, Chapter 2 by § 1940(b) (transient occupancy in hotels/motels), or successor statute, unless either the landlord offers for rent or rents the rental unit for a period of 30 days or more, or the landlord violates Cal. Civil Code § 1940.1, or successor statute, to avoid tenancy status.

(Ord. 2232-C-S, passed 9-12-2023)

§ 11-5.03 HARASSMENT BY LANDLORD PROHIBITED.

(A) No landlord, and no agent or employee of the landlord, shall engage in any act or omission described below in bad faith. Each act or omission in violation of this section constitutes harassment.

(1) Interrupt, terminate, or fail to provide, or threaten to interrupt, terminate, or fail to provide, housing services required by a rental housing agreement or by state or local housing, health, or safety laws. This includes, without limitation, the following:

(a) Curtailing any utility services by any means whatsoever including, but not limited to, the cutting or removal of wires, removal of fuses, switching of breakers, and non-payment of bills for utilities that are part of the housing services. Utility services includes, but is not limited to, water, heat, electricity, gas, telephone, cable, internet, garbage and recycling collection, and sewage.

(b) Impeding reasonable access to the rental unit.

(c) Removing, without replacement within a reasonable time period, when building permits are obtained, if required, doors or windows of the rental unit.

(2) Fail to perform, or threaten to fail to perform, repairs or maintenance required by a rental housing agreement or by state or local housing, health, or safety laws.

(3) Fail to exercise due diligence in completing repairs or maintenance once undertaken or fail to follow appropriate industry repair containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts.

(4) Take, or threaten to take, any action to recover possession or cause the tenant to quit the unit involuntarily, decrease a housing service, or increase rent with the intent to retaliate against a tenant for the tenant's assertion or exercise of any right under this title, including a right to request reasonable repairs or maintenance, or to deter the assertion or exercise of such rights.

(5) Solicit a tenant for sexual conduct in exchange for protection from eviction, repairs or maintenance of the rental unit or rental property, or the fulfilment of an obligation of the landlord under the rental housing agreement or law.

(6) Abuse the right of access into a rental unit as established and limited by Cal. Civil Code § 1954 or successor statute, including entering or photographing portions of the rental unit that are beyond the scope of a lawful entry or inspection.

(7) Remove from the rental unit personal property, furnishings, or other items that belong to the tenant or that are part of the housing services without the prior written consent of the tenant, except

when done pursuant to the procedures set forth in Cal. Civil Code § 1980 et seq., or successor statute.

(8) Remove or cause removal of a tenant's vehicle from the rental property or abutting street in violation of applicable law. If applicable law allows for towing of the vehicle, then towing the vehicle does not constitute harassment.

(9) Influence or attempt to influence a tenant to vacate a rental unit through fraud, intimidation, or coercion. This includes threatening to report a tenant or other person known to the landlord to be associated with the tenant to any local, state, or federal agency based on their perceived or actual immigration status. The prohibition shall not be construed as preventing communication with such agencies regarding an alleged immigration violation as permitted by law. This provision shall also not be construed to conflict with Cal. Civil Code § 1940.2(a)(5) or successor statute.

(10) Offer payments to a tenant to vacate more than once in six months, after the tenant has notified the landlord in writing the tenant does not desire to receive further offers of payments to vacate.

(11) Attempt to coerce a tenant to vacate with offer(s) of payments to vacate that are accompanied with threats or intimidation.

(12) Threaten a tenant or their guest by word or gesture, with physical harm.

(13) Engage in verbal or nonverbal abuse of a tenant or their guest or use verbal or nonverbal actions directed at a tenant or their guest that are likely, or intended, to cause physical, mental, or emotional harm, including verbal or nonverbal actions directed toward a tenant or their guest as a member of a protected class that are likely, or intended, to cause, physical, mental, or emotional harm.

(14) Engage in any act or omission that interferes with a tenant's right to quiet use and enjoyment of a rental unit, as that right is defined by California law.

(15) Violate a law that prohibits discrimination based on actual or perceived race, color, sex (including pregnancy, childbirth, and related medical conditions), gender, sexual preference, sexual orientation, ethnic background, nationality, ancestry, place of birth, immigration or citizenship status, primary language, religion, age, source of income, military or veteran status, familial status (including parenthood, occupancy of a minor child, and composition of family unit), marital status, disability (including mental and physical disability), genetic information, or medical condition.Parentheticals in the foregoing list are without limitation.

(16) Refuse to accept or acknowledge receipt of a tenant's lawful rent payment, except when a landlord is engaged in a tenant eviction process.

(17) Refuse to cash a rent check or money order for more than 30 days, except when a landlord is engaged in a tenant eviction process.

(18) Engage in any act that interferes with a tenant's right to privacy or request information that violates a tenant's right to privacy, including, without limitation, residency or citizenship status or social security number, except as authorized by law.

(19) Misrepresent to a tenant that they are required to vacate a rental unit or otherwise entice a tenant to vacate a rental unit through misrepresentations or concealment of material facts.

(20) Force a tenant to vacate their rental unit and reregister to avoid classification as a tenant under Cal. Civil Code § 1940.1. Forced vacation can be implied from the totality of the circumstances.

(21) Unilaterally impose or require an existing tenant to agree to material new terms of tenancy or to a new rental housing agreement, unless:

(a) Subject to division (A)(21)(c), below, the change in the terms of tenancy is explicitly authorized by this title, Cal. Civil Code §§ 1946.2(f), 1947.5, or 1947.12, or any successor statute thereof, or is required by federal, state, or local law or regulatory agreement with a government agency; or

(b) Subject to division (A)(21)(c), below, the change in the terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept such new terms as part of the rental agreement.

(c) Notwithstanding the foregoing, where a rental unit is regulated by the Rent Stabilization chapter, § 11-3.01 et seq., any change in terms of tenancy must comply with the Rent Stabilization chapter and associated regulations.

(22) Take any action to recover possession of a rental unit that is exempt from rent increase limitations under this title or any other provision of law by means of a rent increase that is imposed in bad faith with intent to coerce the tenant into vacating the rental unit in circumvention of state and local eviction protection laws. Evidence of bad faith may include, without limitation, the following: (i) the rent increase was substantially in excess of market rates for comparable units; (ii) the rent increase was within six months after an attempt to recover possession of the unit; and (iii) such other factors as a court may deem relevant.

(23) Prohibit, interfere with, retaliate against, or threaten retaliation against tenant organizing activities or engaging in other political activities when hosted by a tenant. "Tenant organizing activities" include the following:

(a) Initiating contact with tenants to ascertain interest in, or seek support for forming, a tenant association or union, which may include conducting door-to-door surveys;

(b) Joining, supporting, or operating a tenant association or union; and

(c) Requesting or providing information, offering assistance, distributing literature, convening meetings with or without a landlord or landlord representative, or otherwise acting on behalf of one or more tenants in the building regarding housing conditions, community life, landlord-tenant relations, and/or similar issues of common interest or concern among tenants in the building.

(d) This division (A)(23) does not prohibit a landlord from establishing reasonable time, place, and manner requirements of organizing activities so long as the requirements would not effectively prohibit or substantially interfere with organizing activities.

(24) Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, peace or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy.

(B) The conduct described in division (A), above, shall not include conduct intended to communicate ideas or beliefs to the public at large and that has only an incidental effect upon a person or persons.

(Ord. 2232-C-S, passed 9-12-2023)

§ 11-5.04 NOTICE.

(A) On or before the date of commencement of a tenancy, and at the same time as any notice of termination of tenancy, a landlord shall deliver to the tenant written notice of the following in the form prescribed by the city:

(1) The tenancy is regulated by this Tenant Anti-Harassment chapter, Antioch Municipal Code, Title 11, Chapter 5.

(2) Section 11-5.03 of the Antioch Municipal Code prohibits landlords from engaging in certain acts or failing to perform certain acts related to a tenancy in bad faith or with a dishonest intent.

(3) Landlords that violate this chapter may be held liable for damages.

(B) The form of notice prescribed by the city shall include a Spanish language translation of the text and may include translations in additional languages or additional information deemed necessary or convenient to effectuate the purpose of this chapter.

(C) For tenancies existing on the effective date of this chapter or any amendment thereof, a landlord shall deliver to each existing tenant the written notice required by division (A), above, in the form prescribed by the city within 30 days of such effective date.

(D) Where a property contains more than one rental unit and an interior common area accessible by the tenants of more than one rental unit, landlords shall post the written notice required by division (A), above, in the form prescribed by the city in at least one interior common area.

(Ord. 2232-C-S, passed 9-12-2023)

§ 11-5.05 SEVERANCE OF AMENITIES PROHIBITED.

(A) The following amenities, supplied in connection with use or occupancy of a rental unit, may not be severed from a tenancy without good cause: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, backyards, gardens on the same lot, kitchen facilities, toilet facilities, or lobbies.

(B) For purposes of this section, good cause shall include:

(1) Required by federal, state, or local law;

(2) For rental units that are exempt from the Rent Stabilization chapter, § 11-3.01 et seq., acceptance of the severance in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept the severance;

(3) For rental units that are regulated by the Rent Stabilization chapter, § 11-3.01 et seq., approval of the removal of amenities by a hearing officer; or

(4) Severance results from the removal of a balcony for which repair or removal was necessary for safety and the landlord has obtained all necessary permits for the removal.

(C) A severance does not include noticed temporary unavailability of the above housing services to perform necessary work with all required permits.

(Ord. 2232-C-S, passed 9-12-2023)

§ 11-5.06 WAIVER VOID.

It is against public policy, void and unenforceable to waive or modify any provision of this chapter in an oral or written rental housing agreement.

(Ord. 2232-C-S, passed 9-12-2023)

§ 11-5.07 REMEDIES AND PENALTIES.

(A) *Criminal penalty.* A violation of any provision of this chapter is punishable as an infraction or misdemeanor. A misdemeanor conviction under this article shall be punished by a fine of not more than $1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

(B) *Civil action.* Any aggrieved person, or any person, organization, or entity who will fairly and adequately represent the interest of an aggrieved tenant(s) under this chapter, or the city may institute civil proceedings as provided by law against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remains occupied or has been vacated due to harassment. The burden of proof in such cases shall be preponderance of the evidence.

(C) *Injunction/equitable relief.* Any person who commits an act or engages in any pattern and practice that violates this chapter may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate. An action for injunction under this section may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly or adequately represent the interests of the protected class.

(D) *Penalties and other monetary awards.*

(1) Any person who violates, or aids or incites another person to violate, the provisions of this chapter is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of $2,000, whichever is greater, or whatever other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court. In the case of an award for damages for mental or emotional distress, said award shall be trebled only if the trier of fact finds that the landlord acted in knowing violation of or reckless disregard of this chapter.

(2) Any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to $5,000 for each offense committed against a person who is disabled within the meaning of Cal. Gov't Code § 12926, et seq. or successor statute, or aged 65 or over. A tenant prevailing in court under this article may be awarded compensatory damages, rent refunds for reduction in housing services, tenant relocation costs, imposition of civil penalties up to $10,000 per violation depending upon the severity of the violation or history of violations of this chapter by the landlord, and other appropriate relief, as adjudged by the court.

(3) The court may also award punitive damages to any plaintiff, including the city, in a proper case as defined by Cal. Civil Code § 3294 or successor statute. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.

(4) A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if it is determined by the court that the action was devoid of merit and brought in bad faith.

(E) *Affirmative defense.* A violation of this chapter may be asserted as an affirmative defense in an unlawful detainer action.

(F) *Additional enforcement; nonexclusive remedies and penalties.* This chapter may be enforced as provided in Chapter 2 of Title 1 of this code in addition to the remedies provided herein. The remedies in this chapter shall be in addition to any other existing remedies which may be available.

(Ord. 2232-C-S, passed 9-12-2023)

CHAPTER 6: TENANT EVICTION PROTECTIONS

Section

§ 11-6.01 PURPOSE AND APPLICABILITY.

(A) The City Council finds that the just cause for termination of a residential tenancy requirements authorized by this chapter is consistent with Cal. Civil Code § 1946.2.

(B) The City Council further finds that the provisions of this chapter are "more protective" than the provisions of Cal. Civil Code § 1946.2.

(C) This chapter shall apply to any building or part of a building that is used for residence and that is rented to a tenant as a dwelling place, except those units exempted by § 11-6.03.

(D) This chapter regulates evictions for certain tenancies. It requires landlords to provide relocation assistance for certain no-fault evictions, prohibits retaliation and harassment, and provides for the implementation and enforcement of this chapter.

(E) The intent of this chapter is to provide eviction protections starting the day a rental agreement becomes effective until the day the landlord-tenant relationship is terminated.

(Ord. 2240-C-S, passed 8-27-2024)

§ 11-6.02 DEFINITIONS.

For the purposes of this chapter, unless the context requires otherwise, the following definitions shall apply:

BUYOUT AGREEMENT. A written agreement between a landlord and a tenant as provided in § 11-6.06 by which a tenant, typically in consideration for monetary payment, agrees to vacate a rental unit.

ELLIS ACT. Cal. Gov't Code §§ 7060 through 7060.7.

LANDLORD'S FAMILY MEMBER. A spouse, domestic partner, child, grandchild, parent, or grandparent of a landlord who is a natural person whose name is on the title of the property.

(Ord. 2240-C-S, passed 8-27-2024)

§ 11-6.03 EXEMPTIONS.

The following rental units are exempt from the restrictions and requirements of this chapter:

(A) Rental units by any hospital, skilled nursing facility, or health facility.

(B) Rental units in a nonprofit facility that has the primary purpose of providing short term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is provided incident to the recovery program, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purposes where such license is required.

(C) Rental units in a nonprofit facility that provides a structured living environment with the primary purpose of helping homeless persons obtain skills necessary for independent living in permanent housing and where the occupancy is restricted to a limited and specific period of time and not more than 24 months, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purposes where such license is required.

(D) Rental units exempted from Cal. Civil Code Part 4, Title 4, Chapter 2 by § 1940(b) (transient occupancy in hotels/motels), or successor statute, unless either the landlord offers for rent or rents the rental unit for a period of 30 days or more, or the landlord violates Cal. Civil Code § 1940.1, or successor statute, to avoid tenancy status.

(Ord. 2240-C-S, passed 8-27-2024)

§ 11-6.04 TERMINATION OF TENANCY.

(A) The landlord shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate. Just cause shall comprise of the following reasons for eviction:

(1) At-fault just cause, which is any of the following:

(a) Tenant's failure to pay rent to the landlord.

(b) Tenant's breach of a material term of the rental agreement, including, but not limited to, a violation of a provisions of the rental agreement after landlord has notified tenant of the breach in writing and given tenant three days to cure the breach.

(c) Maintaining, committing, or permitting the maintenance or commission of a nuisance of as described by Cal. Code of Civil Procedure § 1161(4), after the landlord has notified the tenant of the nuisance in writing and given tenant three days to abate the nuisance.

(d) Committing waste as described by Cal. Code of Civil Procedure § 1161(4).

(e) Tenant is criminally convicted of using or permitting a rental property to be used for any illegal purpose, including but not limited to any criminal violations of the California Health and Safety Code, California Penal Code, California Business and Professions Code, or any provisions of this Code.

(f) Tenant, tenant's agent, or any person directed by a Tenant, makes a criminal threat as defined by Cal. Penal Code § 422 that is directed at landlord or any agent of landlord.

(g) Tenant has refused to execute a written extension or renewal of a rental agreement upon expiration of a prior rental agreement, after written request or demand from the landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written rental agreement, and is consistent with federal, state, and local laws. For the purposes of this subsection, the landlord's written request or demand must be received no later than 60 days before final day of tenancy of the prior rental agreement.

(h) Tenant continually refuses, after landlord has provided a written request, to allow the landlord to enter the residential real property for the purpose of making necessary repairs or improvements in accordance with Cal. Civil Code §§ 1101.5 and 1954 and Cal. Health and Safety Code §§ 13113.7 and 17926.1.

(i) Failure to vacate rental property when tenant was employed by the landlord to serve as a resident manager or other employee, was provided with the rental unit as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any tenant whose tenancy in the building or complex housing the rental unit commenced prior to assuming managerial responsibilities or whose status as a tenant commenced prior to their status as a resident manager.

(j) Tenant fails to timely deliver possession of the rental unit after:

1. Providing the landlord written notice as provided in Cal. Civil Code § 1946 of the tenant's intention to terminate a lease; or

2. Making a written offer to surrender, that is accepted in writing by the landlord, but the time specified in that written notice as described in Cal. Code of Civil Procedure § 1161(5) has expired.

(k) Tenant has assigned or sublet the rental unit in violation of the rental agreement, as provided in Cal. Code of Civil Procedure § 1161(4), unless as provided for in § 11-6.05.

(2) No-fault just cause, which can be any of the following:

(a) Landlord seeks in good faith to repossess rental unit to allow landlord or landlord's family member to occupy the rental unit. The landlord or landlord's family member must occupy the rental unit as their principle residence within 90 days and must continue to reside in the rental unit for at least two years, unless extenuating circumstances exist. Reliance on this division (2) for a no-fault just cause eviction shall be subject to the following:

1. If the rental agreement was entered into on or after the effective date of this chapter, this division (2) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the rental agreement allows the landlord to terminate the rental agreement if the landlord, or landlord's family member, unilaterally decides to occupy the rental unit.

2. A landlord must provide the tenant 60 days' written notice when ordering for an eviction for the purpose of a landlord or landlord's family member to occupy the unit pursuant to Cal. Civil Code § 1946.2. The same information must also be disclosed to the city.

3. The city may, in its own discretion, contact landlord during the two-year occupancy time frame to confirm that the landlord or landlord's family member continues to occupy the rental unit as their primary residence, or request written verification of residency.

4. If the landlord or landlord's family member fails to move into the rental unit within 90 days or fails to reside at the unit for at least two years, the tenant who was evicted from the rental unit is entitled to receive notice and right of first refusal for the unit at the same rental price previously charged plus any annual rent increases allowed under Chapter 11.

5. A landlord may not terminate a tenancy under this division (2) if any of the following apply unless there is a showing that the incoming tenant or proposed incoming occupant is also meets one of the requirements outlined in the following divisions a. - c.:

a. Any tenant in the rental unit has continuously and lawfully resided in the rental unit for at least five years, and a member of the tenant's household is either: elderly as defined by Cal. Welfare and Institution Code § 15610, disabled, as defined by Cal. Gov't Code § 12955.3 or handicapped as defined by Cal. Health and Safety Code § 50072;

b. Any tenant in the rental unit is terminally ill as certified by a treating physician licensed to practice medicine in the State of California.

c. Any tenant in the rental unit has continuously and lawfully resided in the rental unit for at least five years, and a member of the tenant's household is a low-income tenant as defined by Cal. Health and Safety Code § 50079.5.

(b) Landlord repossesses rental unit to demolish or substantially remodel the rental unit pursuant to the requirements of Cal. Civil Code § 1946.2(a)(2)(D)(ii). Landlord shall obtain all necessary permits and/or have gone through the process of hiring a contractor for work not requiring a permit prior to issuing tenant an eviction notice pursuant to this division (2).

1. The tenant who was evicted from the rental unit is entitled to receive notice and right of first refusal for the unit at the same rental price previously charged plus any annual rent increases allowed under Chapter 11.

(c) Landlord seeks in good faith to repossess rental unit to comply with one of the following:

1. An order issued by a government agency or court relating to habitability that requires vacating the rental unit;

2. An order issued by a government agency or court to vacate the rental unit; or

3. An ordinance pursuant to this Code that requires vacating the rental unit.

(d) Landlord seeks in good faith to recover possession of all rental units on a parcel of land to permanently withdraw the units from the rental market or for demolition so long as the withdrawal is permitted by the Ellis Act (Cal. Gov. Code §§ 7060 et seq.). The landlord must have fulfilled all requirements of this chapter, and all regulations passed by the city initiating the procedure for withdrawing rental units from rent or lease, with the intention of completing the withdrawal process and going out of the rental business or demolishing the rental units. Tenants shall be entitled to a minimum of 120-days' notice of termination of tenancy. If a tenant is at least 62 years of age or disabled, the notice period shall be one year if tenant has provided required notice of eligibility and has lived in the unit for at least one year. Notice times may be increased by regulation if state laws allow for additional time. The following shall apply to a unit where the landlord recovers possession pursuant to this division (2).

1. If the rental unit is offered again for rent or lease for residential purposes within two years of the date the rental unit was withdrawn from rent or lease, the following shall apply:

a. The landlord of the rental unit shall be liable to any tenant who was displaced from the property by that action for actual and punitive damages. Any action by a tenant pursuant to this division shall be brought within three years of the withdrawal of the rental unit from rent or lease. However, nothing in this division precludes a tenant from pursuing any alternative remedy available under the law.

b. The city may institute a civil proceeding against the landlord or punitive damages for displacement of tenants. Any action pursuant to this division shall be brought within three years of the withdrawal of the rental unit from rent or lease.

c. The landlord shall first offer the unit for rent or lease to the tenant displaced from that unit by the withdrawal pursuant to this chapter, if the tenant has advised the landlord in writing within 30 days of the displacement of the tenant's desire to consider an offer to renew the tenancy and has furnished the landlord with an address to which that offer is directed. That tenant or former tenant may advise the landlord at any time during the eligibility of a change of address to which the offer is to be directed.

d. If the tenant has advised the landlord of a desire to consider an offer to renew the tenancy, then the landlord shall offer to reinstate the rental agreement or lease on terms permitted by law to that displaced tenant. This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant at the address furnished to the landlord as provided in division (A)(2)(d) of this section, and shall describe the terms of the offer. The displaced tenant shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

2. If the rental unit is offered again for rent or lease for residential purposes within five years of the date the rental unit was withdrawn from rent or lease, the rental unit shall be offered and leased at the lawful rent in effect at the time any notice of intent to withdraw the rental unit is filed with the city, plus any lawful allowable rent increases. The provisions of this division shall apply to all tenancies commenced during either of the following time periods:

a. The five-year period after any notice of intent to withdraw the rental unit is filed with the city, whether or not the notice of intent is rescinded, or the withdrawal of the rental unit is completed pursuant to the notice of intent.

b. The five-year period after the rental unit is withdrawn

c. This division 2. shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate up initial hiring of the rental unit.

3. A landlord who offers a rental unit again for rent or lease within ten years from the date on which it is withdrawn shall first offer the unit to the tenant displaced from the unit by the withdrawal, if that tenant requests the offer in writing within 30 days after the landlord has notified the city of an intention to offer the rental unit again for residential rent or lease. The landlord of the rental unit shall be liable to any tenant who was displaced by that faction for failure to comply with this division, for punitive damages in the amount which does not exceed the contract rent for six months, and the payment of which shall not be construed to extinguish the landlord's obligation to comply with this division.

4. If the rental units are demolished, and new rental units are constructed on the same property, and offered for rent or lease within five years of the date the rental units were withdrawn from rent or lease, the newly constructed rental units shall be subject to the system of control established in this chapter, at which time they would be offered at the rent that was paid at the time the prior tenancy was terminated under division (A)(2)(d) of this section, notwithstanding any exemption from the system of controls for newly constructed rental units.

5. When a landlord withdraws rental units from rent or lease pursuant to division (A)(2)(d) of this section, the requirements of (A)(2)(d) of this section shall apply to all successors in interest. The city shall record a notice with the county recorder which shall specifically describe the real property where the rental is located, the dates applicable to the constraints and the name of the landlord of record of the real property. The notice shall be indexed in the grantor-grantee index. The city shall charge a fee for the processing of evictions pursuant to division (A)(2)(d) of this section.

6. A landlord who seeks to demolish or withdraw a rental unit from the rental market under division (A)(2)(d) of this section must provide the city with a notice, that states under the penalty of perjury:

a. The number of rental units withdrawn;

b. The address or location of those rental units;

c. The name or names of the tenants of the rental units; and

d. The lawful rent applicable to each rental unit.

e. The name or names of the tenants, the rent applicable to any rental unit, and the total number of rental units, is confidential information and for purposes of this chapter shall be treated as confidential information for purposes of the Information Practices Act of 1977 Chapter 1 (commencing with section 1798) of Title 1.8 of Part 4 of Division 3 of the Cal. Civil Code).

7. The landlord must record with the county recorder a memorandum summarizing the provision, other than the confidential provisions, of the notice in a form which shall be prescribed by

the city, and will require a certification with the notice that actions have been initiated as required by law to terminate any existing tenancies.

8. The landlord must notify the city in writing of their intention to re-offer the rental unit for rent or lease.

9. The date on which the rental unit is withdrawn from rent or lease for purposes of this chapter is 120 days from the delivery in person or by first-class mail of the notice of withdrawal to the city. However, if the tenant is at least 62 years of age or disabled, and has lived in the rental unit for at least one year prior to the date of delivery to the city of the notice of intent to withdraw, then the date of withdrawal of that tenant shall be extended one year after the date of delivery of that notice to the to the city, provided the tenant gives written notice of their entitlement to an extension to the landlord within 60 days of the date of delivery to the city of the notice to withdraw.

10. If a tenant notifies a landlord of their right to an extension pursuant to division (A)(2)(d) of this section in writing within 60 days of the city receiving the notice of intent to withdraw the rental unit, the following provisions shall apply:

a. The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the city of the notice of intent to withdraw, subject to any adjustments otherwise available under this chapter.

b. No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

c. The landlord may elect to extend the tenancy on any other rental unit within the rental property up to one year after the date of delivery to the city of the notice of intent to withdraw, subject to divisions a. and b.

d. Within 30 days of the notification by the tenant to the landlord of their entitlement to an extension, the landlord shall give written notice to the city of the claim that the tenant is entitled to stay in their rental unit for one year after the date of delivery to the city of the notice of intent to withdraw.

e. Within 90 days of the date of delivery to the city of the notice of intent to withdraw, the landlord shall give written notice of the landlord's election to extend tenancy under division 10. and the revised date of withdrawal to the city and any tenant whose tenancy is extended.

f. The date of withdrawal for the rental unit as a whole, for purposes of calculating any time-periods in this Chapter, shall be the latest termination date among all tenants within the rental unit, as stated in the notices required by paragraphs (A) and (B). A landlord's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (A) and (B) shall not extend the dates of withdrawal.

11. The landlord must notify any tenant displaced pursuant to division (A)(2)(d) of this section of the following:

a. That the city has been notified pursuant to division (A)(2)(d) of this section.

b. That the notice to the city specified the name and amount of rent paid by the tenant as an occupant of the rental unit.

c. The amount of rent the landlord specified in the notice to the city.

d. Notice to the tenant of their rights under division (A)(2)(d) of this section.

e. That if the tenant is at least 62 years of age or disabled, and has lived in their rental unit for at least one year prior to the date of delivery to the city of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the city of the notice of intent to

withdraw, provided that the tenant gives written notice of their entitlement to the landlord within 60 days of date of delivery to the city of the notices of intent to withdraw.

f. That the extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the city of the notice of intent to withdraw, subject to any adjustment otherwise available under this the chapter.

g. That no party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

12. Not later than the last day of the third and sixth calendar months following the month in which notices is given to the city, and thereafter not later than December not later than December 31 of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the landlord of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to division (A)(2)(d) of this section shall notify the city, in writing, under the penalty of perjury, for each such rental unit:

a. Whether the unit has been demolished;

b. If the unit has not been demolished, whether it is in use;

c. If it is in use, whether it is in residential use; and

d. If it is in residential use, the date the tenancy began, the name of the tenants, and the amount of rent charged.

e. If the rental unit has been demolished, and one or more new units constructed on the lot, the landlord shall furnish the information required by items b., c., d. for each new unit. The city shall maintain a record of notices received under this division for each rental unit withdrawn from the rental market pursuant to this chapter.

13. The city shall notify each person who is reported as having become a tenant in a vacated or new rental unit subject to the reporting requirements of division (A)(2)(d) of this section that it maintains the records described in division (A)(2)(d) of this section and that the rent of the rental unit may be restricted pursuant to division (A)(2)(d) of this section.

14. The city shall maintain a register of all rental units withdrawn from rent or lease under division (A)(2)(d) of this section and the rent applicable to each unit at the time of withdrawal. The city shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the landlord notifies the city that the rental unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

15. The city may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the landlord has complied with the provisions of division (A)(2)(d) of this section.

(B) When terminating a tenancy either for at-fault or no-fault just cause, unless otherwise provided by this chapter, a landlord must comply with all of the following:

(1) The landlord must serve a written notice to the tenant in accordance with Cal. Civil Code §§ 1946 through 1946.5 that states the landlord will terminate the tenancy, indicates at least one at-fault or no-fault just cause reason pursuant to for termination pursuant to this chapter, and includes any other information required by federal or state law;

(2) The landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the rental unit beyond the term of the terminated tenancy in compliance with Cal. Civil Code §§ 1946 through 1946.5;

(3) The landlord qualifies the termination as at-fault or no-fault, as specified in this section;

(4) If the termination is a no-fault termination, the landlord has provided the tenant with the notice of relocation assistance required by Chapter 11; and

(5) The landlord has submitted to the city, within five days after service of the notice of termination on the tenant, a true and accurate copy of the landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the tenant. The landlord shall maintain proof of service to the department as evidence that the landlord has complied with this section.

(Ord. 2240-C-S, passed 8-27-2024)

§ 11-6.05 RIGHT TO REPLACE DEPARTING TENANT.

When two or more tenants enter into a rental agreement with a landlord, and one of those tenants exits the rental agreement and vacates the rental unit for any reason, the remaining tenant or tenants shall have the right to replace the departing tenant or tenants on a one-for-one basis. A landlord shall have the right to approve or deny the prospective replacement tenant, provided the owner does not unreasonably withhold approval. The landlord shall reply to any request to replace a departing tenant in writing. Any denial of a request to replace a departing tenant must contain a description of the reason or reasons for the denial. Failure to reply to a request to replace a departing tenant shall be treated as an approval for the proposed replacement tenant.

(Ord. 2240-C-S, passed 8-27-2024)

§ 11-6.06 RELOCATION ASSISTANCE.

(A) *Permanent relocation assistance.*

(1) Tenants who are evicted from their rental unit pursuant to § 11-6.04(A)(2) are entitled to relocation assistance from the landlord in accordance with this section. The landlord must provide written notice to the tenant of the tenant's entitlement to permanent relocation assistance at the same time the landlord serves a notice of termination of tenancy.

(a) The landlord shall pay a relocation assistance amount equal to two times the tenant's monthly rent in effect when the landlord served the notice to terminate the tenancy.

1. If any tenant residing in the rental unit from which the tenants are to be displaced includes a qualified tenant, then all tenants living in the rental unit are collectively entitled to additional relocation assistance as follows:

a. The landlord shall pay an additional relocation assistance amount equal to one times the tenant's monthly rent in effect when the landlord served the notice to terminate the tenancy.

(b) For purposes of this section, ***QUALIFIED TENANT*** means any tenant who:

1. Is elderly as defined by Cal. Welfare and Institution Code § 15610, disabled, as defined by Cal. Gov't Code § 12955.3 or handicapped as defined by Cal. Health and Safety Code § 50072;

2. Has one or more dependent children under the age of 18, who is in the custody of the tenant, residing in the rental unit;

3. Meets the income limits for a "lower-income household" as defined in Cal. Health and Safety Code § 50079.5; or

4. The tenant shall notify landlord within ten days of receiving the termination of tenancy notice, if any of the tenants living in the rental unit from which the tenants are to be displaced includes a qualified tenant, along with any reasonable proof of eligibility.

(c) Permanent relocation assistance payments must be paid directly to the tenant.

(d) Landlords shall pay tenants moving expenses equal to the Uniform Relocation Assistance and Real Property Acquisition Polices Act – Residential Moving Expense and Dislocation Allowance Payment Schedule as published by Federal Highway Administration.

(e) Not withstanding this section, tenants who are found to have caused the issue requiring eviction pursuant to § 11.6-04(A) shall not be entitled to relocation assistance or moving expenses.

(B) *Temporary relocation assistance.*

(1) A landlord must provide temporary relocation assistance to tenants of a rental unit who are temporarily displaced due to repairs, rehabilitation of a rental unit, health and safety violations, or other work or activities that will make the rental unit an untenantable dwelling, as defined in Cal. Civil Code § 1941.1, or will expose the tenant to toxic or hazardous materials, or that cannot otherwise be completed while the tenant remains in the rental unit, and for which said repairs will take less than 30 days. The following are acceptable forms of temporary relocation assistance:

(a) *A per-diem payment.* The amount of the payment shall be based on the Federal General Services Administration per-diem rate for lodging in the county of Contra Costa, which is updated on a yearly basis, unless otherwise agreed up by the landlord and tenant. Per-diem payments shall be made on a pro-rata basis to the eligible tenant household.

(b) Where the landlord owns other rental units in the City of Antioch and any such rental unit is vacant and available, and habitable, at the time of the written notice of the temporary relocation, the landlord may notify the tenant and allow the tenant to reside in said rental unit during the pendency of the temporary relocation at the same terms as outlined in the original rental agreement entered into between the tenant and landlord.

(c) Where the landlord owns other rental units in the City of Antioch and any such rental unit is vacant, available, and habitable at the time of the written notice terminating tenancy, the landlord may offer tenant a new rental agreement for said rental unit at a rental price not exceeding the rental price in the original rental agreement between the tenant and landlord.

(d) The landlord may provide tenant with temporary hotel or motel accommodation. If relocation is to a hotel or motel, the landlord must provide a hotel or motel accommodation which is safe, sanitary, and, unless otherwise agreed upon by the landlord and tenant, within a reasonable distance of the tenant's rental unit.

(e) The temporary displacement and relocation of a tenant pursuant to this section shall not terminate the tenancy of the displaced tenant. The displaced tenant shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any government order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

(f) Nothing in this section shall be construed as authorizing a landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

(2) A tenant cannot waive his or her right to receive relocation assistance required by this chapter.

(3) Any action brought by a tenant for a violation of this section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this section.

(Ord. 2240-C-S, passed 8-27-2024)

§ 11-6.07 TENANT BUYOUT AGREEMENTS.

(A) At the time a proposed buyout agreement is provided, the landlord shall provide each tenant in the rental unit a form written disclosure, published by the city form notice of in English and other frequently spoken languages, that shall include all of the following:

(1) A statement that the tenant has a right not to enter into buyout negotiations or a buyout agreement;

(2) A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;

(3) A statement that the tenant may rescind the buyout agreement for up to 30 days after it is fully executed;

(4) A statement that the tenant may contact the department for information about other buyout agreements in the tenant's neighborhood and other relevant information;

(5) Any other information required by the department consistent with the purpose and provisions of this section; and

(6) A space for each tenant to sign and write the date the landlord provided the tenant with the disclosure.

(B) The buyout agreement shall:

(1) Be in writing in English and the language in which the buyout agreement was negotiated if other than English translated at the landlord's expense. The landlord shall give each tenant a copy of the proposed buyout agreement at least five days before it is executed by the parties.

(2) Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the tenant:

(a) "You may cancel this buyout agreement in writing at any time before the thirtieth (30th) day after all parties have signed this buyout agreement."

(b) "You have a right not to enter into a buyout agreement."

(c) "You may choose to consult with an attorney before signing this buyout agreement."

(C) A tenant shall have the right to rescind a buyout agreement for up to 30 days after its execution by all parties. To rescind a buyout agreement, the tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the landlord indicating that the tenant has rescinded the buyout agreement.

(D) The landlord shall provide the tenant a copy of the fully executed buyout agreement within ten days of execution. Landlord shall also file with the city a copy of the executed buyout agreement, along with proof of service to the tenant of the disclosure notice as required in this section, within ten days after the buyout agreement is executed by all parties.

(Ord. 2240-C-S, passed 8-27-2024)

§ 11-6.08 RETALIATORY EVICTION AND HARASSMENT PROHIBITED.

(A) Any and all acts of retaliation pursuant to Chapter 4 of this title or acts of harassment pursuant to Chapter 5 of this title are prohibited.

(B) Findings that the landlord violated of this section shall result in the following:

(1) The landlord's eviction action being deemed void.

(2) Any other remedies allowed by Title 11 of this code and any other applicable state and federal laws.

(Ord. 2240-C-S, passed 8-27-2024)

§ 11-6.09 NOTICES TO TENANTS.

(A) Landlords must provide to each tenant, prior to or at the time of agreeing to rent or lease a rental unit, a notice of tenant rights under this chapter. The city shall publish a form notice of tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances:

(1) When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement;

(2) When renewing a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written renewal agreement.

(B) If the rental agreement is negotiated or written in a language other than English, the landlord must also provide the form notice of tenant rights in English and the language in which the rental agreement was negotiated or written, at the cost of the landlord.

(Ord. 2240-C-S, passed 8-27-2024)

§ 11-6.10 ENFORCEMENT.

(A) *Enforcement authority.* The city is authorized to take appropriate steps it deems necessary to administer and enforce this chapter.

(B) The City Attorney, or designee, may develop and publish procedures and guidelines to aid in the implementation of this chapter.

(Ord. 2240-C-S, passed 8-27-2024)

§ 11-6.11 REMEDIES AND PENALTIES.

(A) *Criminal penalty.* A violation of any provision of this chapter is punishable as an infraction or a misdemeanor. A misdemeanor conviction under this chapter shall be punished by not more than $1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

(B) *Civil action.* Any aggrieved person, or any person, organization, or entity who fairly and adequately represent the interest of an aggrieved tenant(s) under this chapter, or the city may institute civil proceedings as provided by law against any landlord violating any of the provisions of this chapter and any person who aids, facilitates, and/or incites another to violate the provisions of this chapter, regardless of whether the rental unit remains occupied or has been vacated due to harassment. The burden of proof in such cases shall be preponderance of the evidence.

(C) *Injunction/equitable relief.* Any person who commits an act or engages in any pattern and practice that violates this chapter may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate. An action for injunction under this section may be brought by an aggrieved person, by the City Attorney, or by any person or entity who fairly or adequately represent the interests of the protected class.

(D) *Penalties and other monetary awards.*

(1) Any person who violates, or aids or incites another person to violate, the provisions of this chapter is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of $2,000, whichever is greater, or whatever other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court. In the case of an award for damages for mental or emotional distress, said award shall be trebled only if the trier of fact finds that the landlord acted in knowing violation of or reckless disregard of this chapter.

(2) Any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to $5,000 for each offense committed against a person who is disabled within the meaning of Cal. Gov't Code §§ 12926 et seq. or successor statute, or aged 65 or over. A tenant prevailing in court under this chapter may be awarded compensatory damages, rent refunds for reduction in housing services, tenant relocation costs, imposition of civil penalties up to $10,000 per violation depending upon the severity of the violation or history of violations of this chapter by the landlord, and other appropriate relief, as adjudged by the court.

(3) The court may also award punitive damages to any plaintiff, including the city, in a proper case as defined by Cal. Civil Code § 3294 or successor statute. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.

(4) A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if it is determined by the court that the action was devoid of merit and brought in bad faith.

(E) *Affirmative defense.* A violation of this chapter may be asserted as an affirmative defense in an unlawful detainer action.

(F) *Additional enforcement; nonexclusive remedies and penalties.* This chapter may be enforced as provided in Chapter 2 of Title 1 of this code in addition to the remedies provided herein. The remedies in this chapter shall be in addition to any other existing remedies which may be available.

(Ord. 2240-C-S, passed 8-27-2024)

§ 11-6.12 WAIVER.

Any waiver of rights under this chapter shall be void as contrary to public policy.

(Ord. 2240-C-S, passed 8-27-2024)

§ 11-6.13 SEVERABILITY.

If any provision of this chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this chapter are declared to be severable.

(Ord. 2240-C-S, passed 8-27-2024)

ATTACHMENT 4

City of Baldwin Park Just Cause Ordinance

CHAPTER 117: RENTAL RATE INCREASES

Section

§ 117.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BASE RENT CEILING. The maximum allowable rent established in § 129.04.

CONTROLLED RENTAL UNITS. All residential rental units in the City of Baldwin Park built prior to January 1, 1995, except those units exempt under one or more of the following provisions listed herein:

(1) Residential real property that is alienable separate from the title to another dwelling;

(2) Mobile homes established before 1990 regardless of ownership except mobile homes with long term leases of 12 months or more;

(3) Single structures with two separate dwelling units in which owner occupies one of the units;

(4) Rental units in hotels, motels, inns, tourist homes and rooming and boarding houses which are rented primarily to transient guests for a period of less than 30 days;

(5) Rental units in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged, or dormitory owned and operated by an institution of higher education;

(6) Rental units which a government unit, agency or authority owns, operates, manages, or in which governmentally subsidized tenants reside only if applicable federal or state law or administrative regulation specially exempt such units from municipal rent control. This includes "affordable housing" units and Section 8 housing;

(7) Rental units and dwellings constructed after the adoption of this chapter; this exemption does not apply to units created as a result of conversion; and

(8) Where a unit is actually used for purposes of providing, on a non-profit basis, child care or other residential social services in accordance with applicable laws. This exemption shall expire when the use upon which exemption is based ceases. This exemption shall only apply to units as they become vacant and shall only operate to allow the specified use without the necessity of obtaining a removal permit under this chapter. This exemption shall not be construed to authorize the eviction of any tenant nor to authorize the charging of rent in excess of that permitted in this chapter. The city may adopt regulations to determine whether a unit qualifies for an exemption under this section.

HOUSING SERVICE. Housing services include, but are not limited to repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege or facility connected with the use or occupancy of any rental unit. Services to a rental unit shall include a proportionate part of services provided to common facilities of the building in which the rental unit is contained.

LANDLORD. An owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any rental unit, or an agent, representative or successor of any of the foregoing.

PROPERTY. All rental units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

RECOGNIZED TENANT ORGANIZATION. Any group of tenants residing in controlled rental units in the same building or in different buildings operated by the same management company, agent or landlord, who requests to be so designated.

RENT. All periodic payments and all non-monetary consideration including but not limited to, the fair market value of goods or services rendered to or for the benefit of the landlord under an agreement concerning the use or occupancy of a rental unit and premises including all payment and

consideration demanded or paid for parking, pets, furniture, subletting and security deposits for damages and cleaning.

RENT CEILING. Rent ceiling refers to the limit on the maximum allowable rent which a landlord may charge on any controlled rental unit.

RENTAL HOUSING AGREEMENT. An agreement, oral, written or implied, between a landlord and tenant for use or occupancy of a rental unit and for housing services.

RENTAL UNITS. Any building, structure, or part thereof, or land appurtenant thereto, or any other rental property rented or offered for rent for living or dwelling house units, together with all housing services connected with use or occupancy of such property such as common areas and recreational facilities held out for use by the tenant.

SINGLE-FAMILY HOME. A property that has been developed with only one one-family dwelling and any lawful accessory dwelling structures. For example, if a lot has a single-family home on it and a lawful accessory unit on the property, the entire property including the accessory dwelling unit would be considered a "single-family home" for purposes of this chapter.

TENANT. A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a rental housing agreement to the use or occupancy of any rental unit.

(Ord. 1447, passed 10-21-20; Am. Ord. 1466, passed 12-1-21; Am. Ord. 1501, passed 4-5-23)

§ 117.02 CONFORMING REGULATIONS.

If any portion of this chapter is declared invalid or unenforceable by decision of a court of competent jurisdiction or rendered invalid or unenforceable by state or federal legislation, the City Council shall have authority to enact replacement regulations consistent with the intent and purpose of the invalidated provision and applicable law. Such replacement regulations shall supersede invalidated or unenforceable provisions of this chapter to the extent necessary to resolve any inconsistency. The subject matter of such replacement regulations shall be limited to rent control matters as enumerated in this chapter.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.03 STATE LAW COMPLIANCE.

In addition to complying with this chapter, landlord must be in compliance with all California state laws regarding rent stabilization including, but not limited to, the Costa-Hawkin's Rental Housing Act. If this chapter conflicts with state law, state law shall prevail.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.04 MAXIMUM ALLOWABLE RENT INCREASES.

It shall be unlawful for any landlord to demand, accept or retain more than the maximum rent permitted pursuant to this section and this chapter.

(A) *Immediate temporary rent freeze.* Rents shall be frozen at their current rate and shall not be increased during the 120-day period following the date of adoption of this chapter.

(B) *Establishment of base rent ceiling.* Beginning 120 days after the adoption of this chapter, no landlord shall charge rent for any controlled rental units in an amount greater than the rent in effect on the date one year prior to the adoption of this chapter. The rent in effect on that date is the "base rent ceiling." If there was no rent in effect on the date one year prior to the adoption of this chapter, the base rent ceiling shall be the rent that was charged on the first date that rent was charged subsequent

to the date one year prior to the adopt of this chapter. For tenancies commencing on or after the adoption of this chapter, which qualify for a vacancy rent increase pursuant to state law, the base rent ceiling is the initial rental rate in effect on the date the tenancy commences. As used in this division, the term "initial rental rate" means only the amount of rent actually paid by the tenant for the initial term of the tenancy. The base rent ceiling is the reference point from which the rent ceiling may be adjusted upward, if applicable.

(C) *Rent increases.* Landlord may increase rent according to the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers or CPI-U. The maximum increase in rent based on the CPI-U is 5% per 12-month period. Thus, the rent for any controlled unit shall not be increased more than 5% during any 12-month period. An increase made pursuant to this division shall establish a new "base rent ceiling" for the affected unit.

(D) *Increases based on consumer price index of less than 1%.* If the Consumer Price Index (CPI-U) is any number less than 1%, then the landlord may increase rent up to 1%.

(E) *Posting.* The landlord has a duty to post the maximum allowable rent prior to any increase. As soon as the landlord is aware of the maximum allowable rent, the landlord shall post it for each unit in a prominent place in or about the affected controlled units. The city may require that other information it deems relevant also be posted.

(F) *Penalties for failure to post.* The city shall notify a landlord of failure to post a notice in accordance with the provisions of this chapter. If a landlord fails to post the notice within seven days of city's notification, the landlord shall pay a fine of $250 for each day after the seventh day that the landlord fails to post the notice.

(Ord. 1447, passed 10-21-20; Am. Ord. 1466, passed 12-1-21; Am. Ord. 1501, passed 4-5-23)

§ 117.05 PETITIONS.

(A) *Petitions.* Upon receipt of a petition by a landlord, the rent of individual controlled rental units may be adjusted upward above the maximum allowable in accordance with the procedures set forth in this section. The petition shall be on the form provided by the city and shall include a declaration by the landlord that the unit meets all requirements of this chapter and is in compliance with all state laws on rent control. Notwithstanding any other provisions of this chapter, the city or hearing examiner may refuse to hold a hearing and/or grant a rent ceiling adjustment if an individual hearing has been held and decision made with regard to the maximum rent within the previous 12 months.

(B) *Hearing procedure.* The city shall enact rules and regulations governing hearings and appeals of individual adjustment of ceilings on allowable rents. No hearings may be held for landlord/tenant disputes. That includes but is not limited to, disputes about habitability, disputes about whether there was a payment of rent, disputes regarding whether the tenant has violated his or her lease and any other disputes that do not directly involve the provisions of this chapter.

(C) *Hearing examiner.* A hearing examiner may be the CEO or his or her designee. The hearing officer shall conduct a hearing to act upon the petition for individual adjustment of ceilings on allowable rents and shall have the power to administer oaths and affirmations.

(D) *Notice.* The city shall notify the tenant of the receipt of such a petition and a copy thereof.

(E) *Time of hearing.* The hearing officer shall notify all parties, as to the time, date and place of the hearing.

(F) *Records.* The hearing examiner may require either party to a rent adjustment hearing to provide it with any books, records and papers deemed pertinent in addition to that information contained in registration statements. The hearing examiner shall conduct a current building inspection and/or request the city to conduct a current building inspection if the hearing examiner finds good cause to believe the city's current information does not reflect the current condition of the controlled rental unit.

The tenant may request the hearing examiner to order such an inspection prior to the date of the hearing. All documents required under this section shall be made available to the parties involved prior to the hearing at the office of the city. In cases where information filed in a petition for rent ceiling adjustment or in additional submissions filed at the request of the hearing examiner is inadequate or false, no action shall be taken on said petition until the deficiency is remedied.

(G) *Open hearings.* All rent ceiling adjustment hearings shall be open to the public.

(H) *Right of assistance.* All parties to a hearing may have assistance in presenting evidence and developing their position from attorneys, legal workers, recognized tenant organization representatives or any other persons designated by said parties.

(I) *Hearing record.* The city shall make available for inspection and copying by any person an official record which shall constitute the exclusive record for decision on the issues at the hearing. The record of the hearing, or any part of one, shall be obtainable for the cost of copying. The record of the hearing shall include: all exhibits, papers and documents required to be filed or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted in the proceedings; a statement of all materials officially noticed; all recommended decisions; orders and/or rulings; all final decisions, orders and/or rulings, and the reasons for each final decision, order and/or ruling. Any party may have the proceeding tape recorded or otherwise transcribed at his or her own expense.

(J) *Quantum of proof and notice of decision.* No individual adjustment shall be granted unless supported by the preponderance of the evidence submitted at the hearing. All parties to a hearing shall be sent a notice of the decision and a copy of the findings of fact and law upon which said decision is based. At the same time, parties to the proceeding shall also be notified of their right to any appeal allowed by the city and/or to judicial review of the decision pursuant to this section.

(K) *Consolidation.* All landlord petitions pertaining to tenants in the same building will be consolidated for hearing, and all petitions filed by tenants occupying the same building shall be consolidated for hearing unless there is a showing of good cause not to consolidate such petitions.

(L) *Appeal.* Any person aggrieved by the decision of the hearing examiner may appeal to the City Council. On appeal, the City Council shall affirm, reverse or modify the decision of the hearing examiner. The City Council may conduct a de novo hearing or may act on the basis of the record before the hearing examiner without holding a hearing.

(M) *Finality of decision.* The decision of the hearing examiner or his or her designee shall be the final decision of the city in the event of no appeal to the City Council. The decision of the hearing examiner or his or her designee shall not be stayed pending appeal; however, in the event that the city on appeal reverses or modifies the decision of the hearing examiner, the tenant, in the case of an upward adjustment in rent, shall be ordered to make retroactive payments to restore the parties to the position they would have occupied had the hearing examiner's decision been the same as that of the hearing examiner or his designee.

(N) *Time for decision.* The rules and regulations adopted by the city shall provide for final action on any individual rent adjustment petition within 120 days, following the date of filing of the individual rent adjustment petition.

(O) *Hearing examiner hearing required.* All hearings on an individual petition for rent adjustment must first be heard by a hearing examiner.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.06 FAIR AND REASONABLE RENT.

If the landlord is operating in a negative cash flow due to existing rents and allowable costs/expenses, then upon petition to the City Council, the City Council may make a determination on

the "fair and reasonable rent" based on a request from the landlord. The request must be made in writing, describing all facts to the negative cash flow, provide any documents to be considered by the City Council, and be on an approved form the city will provide. The allowable costs and expenses will be decided by the City Council in its sole discretion. The City Council's decision will be final. For a petition under this section, the hearing process and procedures under § 117.05 will apply.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.07 LANDLORD COMPLIANCE.

No landlord shall increase rent under this chapter if the landlord:

(A) Has failed to comply with any provisions of this chapter and/or regulations issued thereunder by the city, including the provisions requiring the payment of registration fees and registration penalties.

(B) Has failed to comply substantially with any applicable state or local housing, health or safety law. No landlord shall increase rent unless the notice increasing rent contains a statement in substantially the following form: "The undersigned (landlord) certifies that this unit and common areas are not subject to any uncorrected citation or notices of violation of any state or local housing health, or safety laws issued by any government official or agency." If a landlord fails to comply with this division, the tenant may refuse to pay the improperly noticed increase, may seek administrative or civil remedies under this chapter, and may raise the landlord's noncompliance as an affirmative defense in any resulting unlawful detainer action.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.08 JUST CAUSE EVICTION.

(A) The "just cause eviction" provision of this section of the chapter will apply to all rental units in the City of Baldwin Park. No landlord shall take action to terminate any tenancy including but not limited to, making a demand for possession of a rental unit, threatening to terminate a tenancy, serving any notice to quit or other eviction notice, or bring any action to recover possession, or be granted recovery of possession of a controlled rental unit unless one of the following apply:

(1) The tenant has failed to pay the rent to which the landlord is entitled under the rental housing agreement and this chapter.

(2) The tenant has continued, after written notice to cease, to commit a material and substantial breach of an obligation or covenant of his or her tenancy which the landlord has not waived either expressly or impliedly through the landlord's conduct and which the landlord is not stopped from asserting, other than the obligation to surrender possession upon proper notice. Notwithstanding any contrary provision in this section, and notwithstanding any contrary provision in the rental housing agreement, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the unit if the following requirements are met:

(a) The tenant continues to reside in the rental unit.

(b) The sublease replaces a departed tenant(s) under the rental agreement on a one-for-one basis.

(c) The landlord has unreasonably withheld the right to sublease following written request by the tenant. If the landlord fails to respond to the tenant in writing within 14 days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.

(3) The tenant has continued, after written notice to cease, to commit or expressly permit a nuisance in, or cause substantial damage to, the controlled rental unit, or to create a substantial interference with the comfort, safety, or enjoyment of the landlord or other occupants or neighbors of the same.

(4) The tenant is convicted of using or expressly permitting a controlled rental unit to be used for any illegal purpose.

(5) The tenant, who had a rental housing agreement which had terminated, has refused, after written request or demand by the landlord, to execute a written extension or renewal thereof for a further term of like duration and in such terms as are not inconsistent with or in violation of any provisions of this chapter and are materially the same as in the previous agreement.

(6) The tenant has continued to refuse, after written notice, to grant the landlord reasonable access to the controlled rental unit for the purposes of making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof, or for the purpose of showing the rental housing to any prospective purchaser or mortgagee.

(7) The tenant holding at the end of the term of the rental housing agreement is a subtenant not approved by the landlord.

(8) The landlord seeks to recover possession in good faith for use and occupancy by herself or himself, or her or his children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.

(a) A "landlord" shall be defined as a natural person who has at least a 50% ownership interest in the property.

(b) The notice terminating tenancy shall contain the name, address and relationship to the landlord of the person intended to occupy.

(c) The landlord or enumerated relative must intend in good faith to move into the unit within 30 days after the tenant vacates and to occupy the unit as a primary residence for at least one year. The city may adopt regulations governing the determination of good faith.

(d) If the landlord or relative specified on the notice terminating tenancy fails to occupy the unit within 30 days after the tenant vacates, the landlord shall:

1. Offer the unit to the tenant who vacated it.

2. Pay to said tenant all reasonable expenses incurred in moving to and/or from the unit.

(9) The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates the vacating of the building housing the rental unit as a result of a violation of the City of Baldwin Park Municipal Code or any other provision of law.

(10) The landlord has filed the requisite documents with the city initiating the procedure for withdrawing units from rent or lease under Cal. Government Code §§ 7060 et seq. And the city's regulations, with the intention of completing the withdrawal process and going out of the residential rental business.

(B) Any written notice as described in divisions (A)(2), (A)(3) or (A)(6) shall be served by the landlord a reasonable period prior to serving a notice to terminate tenancy and shall inform the tenant that a failure to cure may result in the initiation of eviction proceedings. The city may enact regulations regarding reasonable notice.

(C) Notwithstanding any contrary provision in this section or in the rental housing agreement, if the tenant's spouse, child(ren), and/or domestic partner who has filed an Affidavit of Domestic Partnership with the city have lived in the unit for at least six months at the time the tenant vacates the unit due to death or incapacitation, the landlord is prohibited from taking any action to obtain possession of the unit from the tenant's spouse, child(ren), and/or registered domestic partner on the ground that the spouse, child(ren) and/or registered domestic partner are not authorized to occupy the unit.

(D) Notwithstanding the above provisions, possession shall not be granted if it is determined that the eviction is in retaliation for the tenant reporting violations of this chapter, for exercising rights granted under this chapter, including the right to withhold rent upon authorization of the city under § 117.20(B)(2) or for organizing other tenants.

(E) In any notice purporting to terminate tenancy the landlord shall state the cause for the termination, and in any action brought to recover possession of a controlled rental unit, the landlord shall allege and prove compliance with this section. The landlord shall file with the city a copy of any notice terminating tenancy, except a three-day-notice to pay rent or vacate, within three days after serving the notice on the tenant.

(F) A landlord shall not change the terms of a tenancy to prohibit pets and then evict the tenant for keeping a pet which was kept and allowed prior to the change, unless the landlord can establish that the pet constitutes a nuisance and the nuisance has not been abated upon proper notice to the tenant.

(G) Failure to comply with any requirement of this section may be asserted as an affirmative defense in an action brought by the landlord to recover possession of the unit. Additionally, any attempt to recover possession of a unit in violation of this chapter shall render the landlord liable to the tenant for actual and punitive damages, including damages for emotional distress, in a civil action for wrongful eviction. The tenant or the city may seek injunctive relief and money damages for wrongful eviction. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorney's fees.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.09 REMOVAL OF CONTROLLED UNIT FROM RENTAL HOUSING MARKET.

(A) Any landlord who desires to remove a controlled rental unit from the rental housing market by demolition, conversion or other means is required to obtain a permit from the city prior to such removal from the rental housing market in accordance with rules and regulations promulgated by the city. In order to approve such a permit, the city is required to find that the landlord cannot make a fair return by retaining the controlled rental unit.

(B) Notwithstanding the foregoing provisions of this division, the city may approve such a permit:

(1) If the city finds that the controlled rental unit is uninhabitable and is incapable of being made habitable in an economically feasible manner; or

(2) If the permit is being sought so that the property may be developed with multifamily dwelling units and the permit applicant agrees as a condition of approval, that the units will not be exempt from the provisions of this chapter and that at least 15% of the controlled rental units to be built on the site will be at rents affordable by persons of low income.

(C) The Housing Element of the General Plan of the City of Baldwin Park shall at all times contain a provision that neither the City Council nor any city agency shall approve an application for tentative subdivision map or tentative parcel map for a converted unit until and unless the applicant first obtains a removal permit as required by this section. This division shall not apply to any tentative subdivision map or tentative parcel map approved in accordance with this chapter relating to tenant ownership rights.

(D) The city shall render its final decision within 120 days of the filing of a completed application under this section.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.10 FOR RENT OR LEASE AFTER WITHDRAWAL.

If a landlord desires to offer for rent or lease a rental unit which was the subject of a notice of intent to withdraw pursuant to this chapter, the following regulations apply:

(A) If a rental unit that was removed from rental housing use pursuant to this chapter is offered for rent or lease during either:

(1) The five-year period after the notice of intent to withdraw the accommodations is filed with the city pursuant, whether or not the notice of intent is rescinded or the withdrawal of the accommodations is completed pursuant to the notice of intent; or

(2) The five-year period after the accommodations are withdrawn; then the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any notice of intent to withdraw the accommodations was filed with the city, plus annual adjustments available under this chapter.

(B) Division (A) of this section shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the rental unit.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.11 TENANT PROTECTION, RELOCATION AND MOVING EXPENSE ALLOWANCE FOR TENANTS IN GOOD STANDING.

(A) This section shall only apply to "no fault" evictions. In other words, if the tenant has not met its obligations under the lease or was "at fault" for the eviction, no relocation assistance will be required. As to "no fault" evictions, for all tenants in good standing living in households at or below 140% of the median income, by household size, landlord shall pay a relocation allowance equal to two and one-half months fair market rents as established by the U.S. Department of Housing and Urban Development ("HUD") for a rental unit of a similar size. In addition to the relocation allowance, landlord shall also pay a moving expense allowance in the amount of $1,306 for adult households or $3,935 for households with dependents, disabled, or senior members. The amounts listed are adjusted for FY 2019 and will continue to be adjusted as provided in division (C) below.

(B) For all tenants in good standing, who meet the income eligibility requirements of division (A) above, and who have maintained continuous tenancy for a period of ten years or more shall be entitled to enhanced relocation allowance and moving expenses. The total amount of relocation allowance to be paid by the landlord to the tenant is based on the length of the tenancy. For each year after the tenth anniversary, the amount of the base relocation allowance shall be increased by 10%, and shall increase each year thereafter until reaching the maximum of 200% of the base relocation allowance on the twentieth anniversary of the tenancy.

(C) The relocation allowance and moving expense allowance provided for in this section shall be automatically increased every year in accordance with changes in the HUD fair market rents. The moving expense allowance provided in this section shall be adjusted annually in accordance with the Consumer Price Index (for Los Angeles-Long Beach).

(D) The relocation allowance provided for in this section shall be triggered if any of the following circumstances occur:

(1) *Demolition.* A landlord or property owner seeks to recover possession of the unit for purpose of demolition.

(2) *Permanent removal of unit from the rental market.* The landlord seeks to remove the rental unit permanently from the rental housing market.

(3) *Occupancy by landlord or landlord's family member.* The landlord seeks to vacate the rental unit for the sole purpose of making the unit available for occupancy by the landlord or a family member of the landlord. In this circumstance, the amount of relocation and moving expense allowance which

landlord is obligated to pay to the tenant shall be equal to one-half of the relocation allowance and moving expense allowance provided for in this chapter.

(4) *Government order to vacate.* The landlord seeks to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates vacating the rental unit as a result of a significant or extended violation of housing, health, building or safety laws of the state of California or the City of Baldwin Park which would result in a constructive eviction.

(5) *Change in ownership.* There is a change in ownership of the rental unit and, at any time within 18 months of the change in ownership, the landlord notifies the tenant that at some specific date after the change in ownership, the tenant's tenancy is being terminated, the tenant is being evicted, and/or there is going to be a large rent increase. For purposes of this chapter, a "large rent increase" means any rent increase exceeding the cost of living increase ("CPI") plus 5% within the 12-month period prior to the notice of the rent increase.

(6) *Non-exclusive remedy.* Nothing in this chapter limits the rights of the city or tenant to recover from the landlord any relocation allowance or moving expense allowance or placement assistance or any other assistance provided to assist eligible renters and/or other city costs incurred for the correction/abatement of distressed properties which the city is legally entitled to recover.

(E) Landlord's non-renewal and/or termination of tenancy under any of the circumstances described in division (D) above, shall not exempt landlord from the obligation to pay relocation allowance and moving expense allowance as provided for in this chapter to any displaced tenant in good standing.

(F) Upon request of landlord, city, or city consultant, tenant shall provide the following documentation to determine eligibility for relocation allowance and moving expense allowance:

(1) A signed certification of household members and household income on a form acceptable to the city;

(2) Documentation of income (e.g., paystubs, public benefits statements, employer verification);

(3) Any other documentation as may be reasonably requested by landlord, city, or city consultant.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.12 PASSTHROUGH OF SURCHARGE FOR IMPROVEMENT OF COMMON AREAS.

Any landlord that expends money to improve common areas may pass through 50% of the expenses in the form of rent increases over a five-year period based on the pro rata share of the total units. Any passthrough must be approved by the city based on a written petition from the landlord. The landlord must provide a factual basis in writing to the city describing all facts of the passthrough, any documents to be considered by the city, and any receipts to be considered by the city. The passthrough, if approved, will run with the units for five years. Thus, even if a renter moves out, the new renter can be charged the same passthrough over the same five-year period as the previous renter. The passthrough will run with the unit for the entire five years regardless of who the renter is at the time. For a petition under this section, the hearing process and procedures under § 117.05 will apply.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.13 PASSTHROUGH OF SURCHARGE FOR CAPITAL IMPROVEMENTS.

Any landlord that expends money for capital improvements may pass through 50% of the expense to tenants over a five- year period based on the pro rata share of the total units. Any passthrough must

be approved by the city based on a written request from the landlord. Landlord must provide factual basis in writing to the city.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.14 JUST CAUSE EXCEPTION.

By petition to the City Council, any landlord may seek a rent increase above 3% based on providing "just cause" for the increase. The CEO or his or her designee will decide any "just cause" exception. Any "just cause" exception must be approved by the CEO or his or her designee based on a written request from the landlord. The landlord must provide a factual basis in writing to the City Council describing all facts of the "just cause" increase and any documents to be considered. The landlord may appeal the decision of the CEO or his or her designee to the City Council. The City Council's decision will be final. For a petition under this section, the hearing process and procedures under § 117.05 will apply.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.15 REGISTRATION FEE.

For any controlled rental unit for which a landlord accepts or demands rent on or after the effective date of this chapter, there shall be a registration or registration renewal fee of $28 per unit. Registration fee and/or renewal fee shall be set to cover costs associated with this chapter including, but not limited to, mail costs, administration fees, processing fees and other related administration costs.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.16 PENALTIES FOR LATE REGISTRATION AND FOR FAILURE TO POST NOTICE THAT PROPERTY IS SUBJECT TO THE RENT STABILIZATION ORDINANCE.

(A) Any landlord who fails to pay the fee for registration or registration renewal in accordance with the provisions of this chapter shall be deemed delinquent. The landlord shall pay a penalty equal to one hundred and fifty percent of the fee per subject rental unit for any delinquency incurred after the effective date of this amendment.

(B) If the CEO or his designee determines that good cause exists for a landlord's failure to timely pay the registration fee in accordance with the provisions of this chapter, or failure to post a notice in accordance with the ordinance, the CEO or his designee may waive the penalties or fines required by this section. The CEO or his designee may promulgate such rules and regulations as may be necessary to carry out the provisions of this section.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.17 AFFORDABLE HOUSING UNITS.

This chapter does not apply to affordable housing units in the City of Baldwin Park.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.18 NON-WAIVERABILITY.

Any provision, whether oral or written in or pertaining to a rental housing agreement, whereby any provision of this chapter is waived, for the benefit of the tenant, shall be deemed to be against public policy and shall be void.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.19 JUDICIAL REVIEW.

A landlord or tenant aggrieved by any action or decision of the city may seek judicial review by appealing to the appropriate court within the jurisdiction.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.20 REMEDIES.

(A) (1) Any landlord who demands, accepts, receives, or retains any payment of rent in excess of the maximum lawful rent, in violation of the provisions of this chapter or any rule, regulation or order hereunder promulgated, including the provisions ensuring compliance with habitability standards and registration fee requirements, shall be liable in a civil action to the tenant from whom such payments are demanded, accepted, received or retained, for reasonable attorney's fees and costs as determined by the court, plus damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful rent. A civil penalty of treble the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful rent shall be awarded against the landlord upon a showing that the landlord has acted willfully or with oppression, fraud or malice. No administrative remedy need be exhausted prior to filing suit pursuant to this division.

(2) Any person who willfully or knowingly with the intent to deceive, makes a false statement or representation, or knowingly fails to disclose a material fact, in a notice or declaration required in this chapter, or in any declaration, application, hearing or appeal permitted under this chapter, including any oral or written evidence presented in support thereof, shall be guilty of a misdemeanor.

(3) Any person convicted of a misdemeanor under the provisions of this chapter shall be punished by a fine of not more than $1,000 or by imprisonment in the County Jail for a period of not more than six months or both. Each violation of any provision of this chapter and each day during which such violation is committed, or continues, shall constitute a separate offense.

(B) In lieu of filing a civil action, a tenant may file an administrative complaint. The city shall establish by rule and regulation a hearing procedure similar to that set forth in § 117.05.

(1) The rules and regulations adopted by the city shall provide for final city action on any complaint for excess rent within 180 days following the date of filing of the complaint.

(2) In any administrative hearing under this section, a landlord who demands, accepts, receives or retains any payment of rent in excess of the maximum lawful rent shall be liable for damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful rent and may be liable for an additional amount not to exceed $3,000, for costs, expenses incurred in pursuing the hearing remedy, damages and penalties. The tenant shall bear the burden of proving entitlement to the penalty. The tenant may deduct the penalty and award of damages from future rent payments in the manner provided by the city. An order authorizing rent withholding under this chapter shall survive the sale or other transfer of the property and shall be binding upon successors of the landlord against whom the order was made. If a tenant authorized to withhold rent under this chapter vacates the property, the landlord shall pay to such tenant a sum equal to the balance of the rent that the tenant could have withheld.

(C) If the tenant from whom such excessive payment is demanded, accepted, received, or retained in violation of the foregoing provisions of this chapter or any rule of regulation or order hereunder promulgated fails to bring a civil or administrative action as provided for in this chapter within 180 days from the date of the occurrence of the violation, the city may settle the claim arising out of the violation or bring such action. Thereafter, the tenant on whose behalf the city acted is barred from also bringing an action against the landlord in regard to the same violation for which the city has made a settlement or brought action. In the event the city settles said claim, it shall be entitled to retain the costs it

incurred in settlement thereof, and the tenant against whom the violation has been committed shall be entitled to the remainder.

(D) The appropriate court in the jurisdiction in which the controlled rental unit affected is located shall have jurisdiction over all actions brought under this section.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.21 CRIMINAL REMEDIES.

Any landlord found to be in willful or continuous violation of this chapter shall be guilty of a misdemeanor. Any landlord convicted of a misdemeanor under the provisions of this chapter shall be punished by a fine of not more than $500, or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.22 INJUNCTIVE AND OTHER CIVIL RELIEF.

The city, and tenants and landlords of controlled units, may seek relief from the appropriate court within the jurisdiction within which the affected controlled rental unit is located to enforce any provision of this chapter or its implementing regulations or to restrain or enjoin any violation of this chapter and of the rules, regulations, orders and decisions of the city.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.23 PARTIAL INVALIDITY.

If any provision of this chapter or application thereof to any person or circumstances is held invalid, this invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid provision or application, and to this end the provisions of this chapter are declared to be severable. This chapter shall be liberally construed to achieve the purposes of this chapter and to preserve its validity.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.24 EXISTING CITY PRACTICES.

To the extent that the amendments to this chapter adopted at the same time as this section incorporate rules, regulations, and practices of the city existing on the date of the adoption hereof, this amendment is declarative of existing law and does not impose any new requirements or limit any existing ones.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)

§ 117.25 SINGLE-FAMILY HOMES.

Single-family homes, mobile homes, mobile home spaces, duplexes, trailers, and trailer spaces are not automatically exempt from the provisions of this chapter. Single-family homes, mobile homes, duplexes, trailers and trailer spaces will be included as rent controlled units to the extent that California state law allows and in accordance with the Costa Hawkins Rental Housing Act. For the purposes of this section, the phrase "single-family home" shall be defined by its normal use and common construction.

(Ord. 1447, passed 10-21-20; Am. Ord. 0133, passed 12-1-21; Am. Ord. 1501, passed 4-5-23)

§ 117.26 STATE-OWNED PROPERTY.

This chapter shall not apply to any property which is part of the State Park System or sovereign tidelands and owned by the State of California.

(Ord. 1447, passed 10-21-20; Am. Ord. 1501, passed 4-5-23)