

Tenant Protections Chart for California

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Reading California's Tenant Protection Laws

On January 1, 2020, the newly enacted AB 1482 (California Tenant Protection Act) went into effect statewide. For qualifying tenants, AB 1482 caps rent increases, limits evictions, and provides for relocation costs. AB 1482 does not override more protective local ordinances, but it may apply to units those ordinances don't cover. The following chart summarizes the major features of AB 1482 along with those of county and city tenant protection ordinances. First check AB 1482 on the chart, then your local county or city ordinance (if you live in one of the areas listed) to see what law applies to your situation. You should also read a statute or ordinance itself to make sure it hasn't changed since this chart was last updated. Here are a few hints about reading and understanding rent control laws.

Almost all rent control laws begin with a statement of purpose, followed by definitions of terms used in that statute or ordinance. If such terms as “rental unit” and “landlord” aren't defined specifically enough to tell you who and what is covered, another section dealing with applicability of the statute or ordinance usually follows. The statute or ordinance probably then has a section entitled something like “Annual Increases” or “General Rent Ceiling.”

Following the rent sections should be a section on “Individual Adjustments” or “Hardship Adjustments,” which tells landlords how to get an increase over and above any general across-the-board increase. Finally, any requirement that landlords show “just cause” for eviction should be found under a section entitled “Just (or Good) Cause for Eviction.” It will contain a list of the permissible reasons for eviction, along with any extra requirements for eviction notices.

Under most county or city ordinances, the landlord must comply with the ordinance before beginning an eviction. Check the ordinance for:

- **Registration requirements.** If the landlord is required to register the unit with the local rent board but didn't, the tenant may be able to win an eviction lawsuit.
- **Rent increase restrictions.** Read the individual adjustments section to see if the landlord must get the local rent board approval for increases over a certain amount. If so, make sure any increases were allowed and properly applied for.
- **Special notice requirements.** Check both the general and individual rent adjustment sections for and special notice requirements for rent increase notices.
- **Just cause requirements.** This is crucial; if applicable, a landlord can evict only for one of the permissible reasons, and must comply with any additional notice requirements. If a landlord wants to evict tenants in order to demolish the building or simply go out of business, the landlord may do so under the Ellis Act (Gov't. Code §§ 7060–7060.7), even if this reason isn't listed in the ordinance.



CAUTION

Temporary restrictions or ordinances:

- **Declared states of emergency.** In response to a disaster, the Governor or local officials can declare a state of emergency prohibiting price gouging on basic goods and services—including rent.
- **Temporary ordinances.** While considering long-term measures, cities and counties sometimes enact temporary ordinances that expire unless later made permanent. Our chart does not include temporary ordinances. To check for temporary ordinances, contact your city or county.

Finding Tenant Protection Laws Online

You can find AB 1482 online [here](#) as California Civil Code § 1947.2 (“just cause” eviction restrictions), § 1947.12 (rent control) and § 1947.13 (public housing). If you live in a city or county with rent control, you should also get a current copy of the local rent control law. Paper copies are usually available from the administrative agency

that administers the ordinance, but most cities and counties have post them online. The Tenant Protections Chart can be a helpful summary, but keep in mind that ordinances are often amended and evolve as rent boards issue regulations and decisions. You can also access many county and city codes at the following sites: www.municode.com/library/ca, and <https://igs.berkeley.edu/library/california-local-government-documents/codes-and-charters>.

State of California Tenant Protection Act of 2019 (AB 1482)

Name of Legislation

(AB 1482)

California Civil Code

Division 3. Obligations

Part 4. Obligations Arising from Particular Transactions

Title 5. Hiring

Chapter 2. Hiring of Real Property

Tenant Protection Act of 2019

1946.2 Just Cause

1947.12. Cap on rent increases.

1947.13 Assisted and Affordable Housing

Effective Dates

Effective 1/1/20 and scheduled to expire on 1/1/30.

Note: AB 1482 is preempted by more protective local rent control ordinances, and ordinances requiring just cause that were 1) adopted on or before 9/1/19, or 2) adopted or amended after that date and with *more protective* just cause provisions than AB 1482.

Exemptions

Apartments built within 15 years of the current date are exempt (“rolling” exemption), along with hotels and related short-term housing, medical facilities, dormitories, and religious, extended, or residential care facilities. Duplexes are exempt where the owner occupies one unit as a principal place of residence at the start of the tenancy, and continues to live there throughout.

Single family homes are exempt where 1) the owner is a “natural person” rather than an institutional investor like a corporation, real-estate investment trust, or LLC with at least one corporate member, 2) the owner maintains a principal residence in the unit and shares a bathroom or kitchen with the tenant, or 3) owner-occupied homes where the owner rents two or less units (granny flats, ADU).



CAUTION

Tenants of an exempt single family dwelling must be notified in writing in the lease or rental agreement that the unit is exempt, using the exact language specified in Cal. Civ. Code. §§ 1946.2(8)(B)(i-iii) and 1947.12(5)(B)(i-iii).

Administration

No state agency is responsible for enforcement. Tenant must file a lawsuit to enforce rights.

Cap on rent increases

Annual rent increases are limited to the lesser of 5% plus the metropolitan area Consumer Price Index, or 10% of the total of the lowest gross rental rate charged at any time during the 12 months prior to the effective date of the increase.

Starting 1/1/20 the base rent for calculating increases is the rent in effect as of 3/15/19. Rent may be increased only twice over any 12 month period. (Cal Civ. Code § 1947.12.)

Just Cause required for Eviction?

Just cause applies once the tenant has continuously and lawfully occupied the unit for 12+ months. If additional tenant(s) are added *before the existing tenant has occupied for 24 months*, then *all* tenants must have occupied the unit for 12+ months, or *one or more* tenants for 24+ months. (Cal Civ. Code § 1946.2(a).)

Other

Tenants subjected to a no-fault eviction are entitled to either relocation assistance or a rent waiver equal to one month’s rent. (Cal Civ. Code § 1946.2.)

For a curable lease violation (tenant at fault, see below), the owner must first give the tenant notice and an opportunity to cure pursuant to California Code CCP 1161(3) (i.e., 3 day notice to cure or quit). A three-day notice to quit without an opportunity to cure can then be served to terminate the tenancy. For a no-fault termination, the tenant must be informed of the right to relocation assistance or rent waiver.

Reasons Allowed for Just Cause Evictions—Tenant at Fault (Cal. Civ. Code § 1946.2(a))	Additional Local Notice Requirements and Limitations
Failure to pay rent.	
Breach of the lease.	Breach as described in Cal. Civ. Proc. § 1161(3), including violation of a provision of the lease after being issued a written notice to correct the violation.
Maintaining, committing, or permitting nuisance.	Tenant commits or maintains a public nuisance as described in Cal. Civ. Proc. § 1161(4), Cal Civ. Code § 3482.8 (dog/cockfighting), 3485(c) (guns & ammo) or 3486(c) (drugs).
Committing waste.	See Cal Civ. Code § 1161(4).
Tenant refuses to renew.	A written lease terminates after 1/1/20, and following a written request tenant refuses to execute a renewal of similar duration and terms. Refusal to renew can include tenant's failure to agree to a clause allowing for landlord move-in. Cal Civ. Code § 1161(2)(A)(ii).
Criminal activity.	Tenant engages in criminal activity on the property, (including common areas), or criminal activity or threats, as defined in Penal Code 422(a) (death or great bodily injury to another person), on or off the property, directed at owner or owner's agent.
Assigning or subletting in violation of lease.	Assigning or subletting the premises in violation of the lease, per Cal Civ. Code § 1161(4).
Tenant refuses to allow landlord reasonable access to the unit.	Tenant's refusal to allow access as authorized by Cal Civ. Code § 1101.5, 1954, and 1946.2 and Cal. Health and Safety Code §§ 13113.7 and 17926.1.
Using premises for unlawful purpose.	Unlawful purpose as described in Cal Civ. Proc. § 1161(4), i.e., Cal. Civ. Code §§ 3482.8 (dog/cockfighting), 3485(c) (guns & ammo) and 3486(c) (drugs).
Terminated employee refuses to vacate.	Tenant is landlord's employee, agent, or licensee who refuses to vacate following termination. (Cal. Civ. Code § 1161(1).)
Hold-over tenant.	Tenant fails to deliver possession after providing written notice pursuant to Cal. Civ. Code §1946 of tenant's intention to terminate the lease; or tenant's written offer to surrender is accepted in writing by the landlord, but tenant fails to deliver. (Cal Civ. Proc. § 1161(5).)

Reasons Allowed for Just Cause Evictions—No Fault	
Owner move-in by owner or owner’s spouse, domestic partner, children, grandchildren, parents, or grandparents.	For leases entered into on or after 7/1/20, move-ins are available only if the tenant agrees in writing, or if a lease provision specifically allows termination for owner move-ins. Adding a provision to a renewal which allows termination for owner move-in constitutes a “similar provision” for the purposes of refusing to renew a lease.
Withdrawal of property from the rental market.	
Landlord must evict tenant to comply with a local ordinance or an order from a court or government agency.	Eviction must be necessary to comply with (I) a government agency or court order relating to habitability that requires vacating the property; (II) a government agency or court order to vacate the property; or (III) a local ordinance that requires vacating the property. If a government agency or court determines tenant is at fault for triggering the order/need to vacate under Clause (I), the tenant is not entitled to relocation assistance.
Intent to demolish or to substantially remodel the property.	“Substantially remodel” means the replacement or substantial modification requiring a permit, or abatement of hazardous materials that requires the tenant to vacate for at least 30 days. Cosmetic improvements alone that can be performed safely without vacating, don’t qualify as substantial rehabilitation.

Rent Control Rules by California City and County

Alameda

Name of Ordinance

Alameda, California—Code of Ordinances (ACO); Chapter VI—Businesses, Occupations and Industries; Article XV—Rent Control, Limitations on Evictions and Relocation Payments to Certain Displaced Tenants Ordinance §§ 6-58.10–6-58.155

Adoption Date

Former Article XI pertaining to rent stabilization and limitations on evictions was repealed and reenacted as Article XV by Ordinance No. 3249 effective 9/4/19.

Exemptions

The ordinance categorizes units as either fully or partially regulated. Fully regulated units include multi-unit properties (2 or more units on a single lot) built before 2/1/95. Partially regulated units include condominiums, single family homes and multi-unit properties built after 2/1/95. (ACO § 6-58.20.) Because the ordinance has numerous subclassifications, the city has posted a detailed exemptions chart at www.alamedarentprogram.org/faq#Program%20Administration

Administration

The Housing Authority of the City of Alameda Rent and Community Programs
701 Atlantic Avenue, Alameda, CA 94501
510-747-4346
www.alamedarentprogram.org

Registration

Registration and an annual per-unit program fee required. The city annually determines and notifies the landlord of the Maximum Allowable Rent (if applicable) for each registered unit. (ACO § 6-58.55.)

Vacancy Decontrol

Rent may be increased to any level on rerenting following eviction for nonpayment of rent, as well as after voluntary vacancies. Rent is limited to no more than 5% of the former tenant's rent when the vacancy follows a just-cause eviction.

Just Cause

Required. See below.

Rent Control

Multi-family properties built prior to 2/1/95 are subject to rent control. Rent is limited to the base rent charged as of 9/1/19 plus the Annual General Adjustment (AGA). For tenancies beginning after 9/1/19, the base rent is the initial rent amount. The AGA is calculated using 70% of the regional Consumer Price Index (CPI), with a 1% floor and 5% ceiling. Each year in May the Program Administrator announces the AGA effective September 1. The AGA for 9/1/20 is 1.0%.

Landlords can only increase rent once within any 12-month period. Up to 8% in annual increases can be “banked” but only 3% of the banked amount can be recovered per year spread over non-consecutive years.

Banked increases can also only be recovered three times per tenancy, and don't carry over to a new tenancy or to a new owner if the property is sold. Either landlords or tenants can petition for adjustments to the Maximum Allowable Rent. Numerous notices and disclosures are required. (ACO §§ 6-58.60–6-58.75.)

Rent Review

Units not subject to rent control may still be subject to rent review. There is no cap on rent increases, but only one increase may be imposed

within any 12-month period. For a rent increase exceeding 5%, the landlord must seek review by the Rent Review Advisory Committee. The committee's decision can then be appealed to a neutral hearing officer. For multi-family units constructed before February 1995, the hearing officer's decision is legally binding; nonbinding for all other units. (ACO § 6-58.75.)

For a rent increase at or below 5% tenant may request a review by the Rent Review Advisory Committee. The committee's decision is nonbinding. (ACO § 6-58.70–§ 6-58.135.)

Tenants receiving notice of a rent increase above 10% are entitled to relocation payments if they choose not to renew. (ACO § 6.58.110(D).)

Other Features

Landlord must give notice of the ordinance and specified informational material to current and prospective tenants. Landlord must offer a one-

year lease to an existing tenant upon the first rent increase after enactment of rent control, and to any new tenant thereafter. Landlord must use specific forms for rent increases, terminations, and other actions. Forms can be downloaded from the alamedarentprogram.org website.

Relocation Payments

Tenants relocating because of government orders, health and safety remediations, or capital improvements must be paid temporary relocation payments. Rent differential (the difference between the unit's actual rent and its fair market rent) must be paid when health and safety repairs exceed 60 days. (ACO § 6.58.85.)

Tenants forced to move for an owner move-in, demolition, capital improvement, withdrawal from the market or government order (see below) are entitled to permanent relocation payments. (ACO §§ 6-58.95–6-58.100.)

Just Cause Evictions	Additional Local Notice Requirements and Limitations
Failure to pay rent.	
Breach of the lease.	Tenant must be given an opportunity to cure unless conduct is physically threatening or violent. (ACO § 6-58.140(C).)
Maintaining, committing, or permitting nuisance.	Breach as described in Cal. Civ. Proc. § 1161(3), including violation of a provision of the lease after being issued a written notice to correct the violation.
Committing waste.	See, Cal Civ. Code § 1161(4).
Tenant refuses to renew.	A written lease terminates on or after January 1, 2020, and following a written request tenant refuses to execute a renewal of similar duration and terms. Refusal to renew can include tenant's failure to agree to a clause allowing for landlord move-in. Cal Civ. Code § 1161(2)(A)(ii).
Criminal activity.	Tenant engages in criminal activity on the property, including common areas, or criminal activity or threats, as defined in Penal Code 422(a) (death or great bodily injury to another person), on or off the property, directed at owner or owner's agent.
Assigning or subletting in violation of lease.	Assigning or subletting the premises in violation of the lease, per Cal Civ. Code § 1161(4).

Just Cause Evictions	Additional Local Notice Requirements and Limitations
Tenant refuses to allow landlord reasonable access to the unit.	Tenant's refusal to allow access as authorized by Cal Civ. Code § 1101.5, 1954, and 1946.2 and Cal. Health and Safety Code §§ 13113.7 and 17926.1.
Using premises for unlawful purpose.	Unlawful purpose as described in Cal Civ. Proc. § 1161(4), i.e., Cal. Civ. Code §§ 3482.8 (dog/cockfighting), 3485(c) (guns & ammo) and 3486(c) (drugs).
Terminated employee refuses to vacate.	Tenant is landlord's employee, agent, or licensee who refuses to vacate following termination. (Cal. Civ. Code § 1161(1).)
Hold-over tenant.	Tenant fails to deliver possession after providing written notice pursuant to Cal. Civ. Code §1946 of tenant's intention to terminate the lease; or tenant's written offer to surrender is accepted in writing by the landlord, but tenant fails to deliver. (Cal Civ. Proc. § 1161(5).)
Compliance with government agency order to vacate.	Landlord terminates tenancy to comply with a government agency or other order that necessitates vacating the unit. Tenant has right to return at the same rent unless right to occupy has ended. Landlord must pay a relocation fee along with tenant's reasonable expenses incurred moving back into unit, if tenant chooses to do so. (§ 6-58.15(J) and § ACO 6-58.150.)

Alameda County

Name of Ordinance

Alameda County Code of Ordinances
Mandatory Notification of Rent Mediation
Services Ordinance
Chapter 3.68
§§ 3.68.010–3.68.120.

Adoption Date

February 8, 2003.

Exemptions

The ordinance is applicable to “any housing unit offered for rent or lease in the Unincorporated County, provided that such housing unit is on a property that contains three or more housing units, and mobile homes. Mobile homes are subject to this chapter only if a tenant rents the mobile housing unit itself.” (§ 3.68.020(n).)

Administration

Rent Review Program
Alameda County Housing and Community
Development
224 W. Winton Avenue
Room 108
Hayward, CA 94544
510-670-6682
www.acgov.org/cda/hcd

Registration

Not required.

Rent Control/Vacancy Decontrol

Not applicable (ordinance does not regulate rents).

Just Cause

Not required.

Other Features

Either landlord or tenant may seek nonbinding review concerning any rent increase, and may request nonbinding mediation if the proposed rent increase raises rent more than 10%, \$75.00/month, or follows a prior rent increase within the previous 12-month period. (§§ 3.68.050–3.68.060.)

Rent review is initially conducted by phone, and if both parties agree may include two in-person mediation sessions.

A notice of rent increase must also include specified language regarding the availability of rent review and mediation. Failure to comply with the ordinance operates as a complete defense to an unlawful detainer action based on failure to pay any illegal rent increase. (§§ 3.68.050, 3.68.110.)

Albany

Name of Ordinance

Albany Municipal Code (AMC)
 Rent Review Program
 Chapter V General Licensing and Business
 Regulation
 Section 5-25
 §§ 5-25.0–5-25.5

Effective Date

Enacted 6/4/18, effective 11/2/19.

Exemptions

Applies to “any housing unit offered for rent” including single family homes and condominiums. Excludes Section 8 or similar low-income, or Federally owned housing. (AMC § 5-25.2(K).)

Administration

Community Development Department
 of the City of Albany
 1000 San Pablo Avenue
 Albany CA 94706
 510-528-5760
www.albanyca.org

Registration

Required. (AMC § 5-25.5(B).)

Rent Control/Rent Review

A landlord can charge market rates, but must give the tenant a city-mandated rent-review disclosure form both when entering a lease and when serving notice of rent increase(s) exceeding 5% over one year. Failure to provide the notice bars landlord from collecting the increase.

A tenant subject to a qualifying rent increase has 15 days from receipt of notice to request rent review.

For-cause or No-fault Termination Required

None.

Conciliation and Mediation

“Rent review” consists of a non-binding, two-step process starting with conciliation (facilitated informal peer-to-peer discussions) followed by mediation before a Rent Review Officer if necessary. Tenant must specifically request mediation, and strict deadlines for both parties apply at all stages. The parties must participate in good faith. (AMC § 5-25.2(B-E).)

Other

If landlord fails to participate in rent review, the rent increase is void and landlord may not take any action to collect the increase. If tenant fails to participate, the case will be dismissed and tenant is barred from subsequently challenging the increase.

Baldwin Park

Name of Ordinance

Baldwin Park
Code of Ordinances
Chapter 11
§§ 129.01–129.78

Adoption Date

12/4/19 effective 1/3/20.

Exemptions

Residential units built after 1/1/95, single family homes, mobile homes; trailers, duplexes, along with hotels and related short-term housing, medical facilities, dormitories, and religious, extended, or residential care facilities; government subsidized housing; and owner-occupied rentals with three or less units (owner must continuously reside there).

Administration

City of Baldwin Park
Housing
14403 E. Pacific Avenue
Baldwin Park, CA 91706
626-869-7500 Ext 552

Registration

Landlords must provide rent amount and tenancy information for every unit subject to the rent ordinance annually by the last day of March.

Cap on Rent Increases

Annual rent increases are effectively limited to 3% (based on the Consumer Price Index) of the “base rent ceiling” (rent in effect on 3/5/19, or if none the initial rent charged on the first day of tenancy). (BPMC § 129.04.)

Just Cause required for Eviction?

Yes. See below.

Other Features

Landlords may file a Petition for Upward Adjustment with the city to increase rent above the cap amount. (BPMC § 129.05.) Notices of rent increases must include certification that the units are habitable; failure to comply is an affirmative defense in an unlawful detainer action. (BPMC § 129.07.) Landlords who don’t follow the ordinance are subject to claims for wrongful eviction.

Reasons allowed for just cause evictions—tenant at fault (BPMC § 129.8)	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	
Breach of lease.	Tenant must be given written notice to stop. Continuously residing tenants may replace departing tenants via sublease on a 1-1 basis when the landlord unreasonably withholds the right to sublet or fails to respond within 14 days to a request to sublet.
Maintaining, committing, or permitting a nuisance.	Tenant must be given written notice to stop.
Tenant convicted of using or expressly permitting a unit to be used for any illegal purpose.	
Tenant refuses to renew.	Following a written request, tenant refuses to execute a renewal of similar duration and terms.
Tenant refuses to grant landlord reasonable access to unit.	
Unapproved holdover tenant.	Tenant at end of lease term is an unapproved subtenant.

Reasons allowed for just cause evictions—no fault	Qualifying tenants (households at/below 140% of median income, disabled, elderly, and/or 10+ years of residency) subjected to no-fault evictions are entitled to relocation assistance. (BPMC § 129.11)
Owner move-in by owner or children, grandchildren, parents, grandparents, siblings or in-laws.	Owner must have a minimum 50% ownership interest. Move-in must occur within 30 days after the tenant vacates, and unit must be used as primary residence for a minimum of 1 year.
Landlord must evict tenant to comply with a local ordinance or an order from a government agency.	
Ellis Act eviction (withdrawing unit from rental market).	

Berkeley

Name of Ordinance

Berkeley Municipal Code (BMC), Title 13 Public Peace, Morals and Welfare: Chapter 13.76, Rent Stabilization and Eviction for Good Cause Program, §§ 13.76.010–13.76.190; Chapter 13.77, Requirements, Procedures, Restrictions and Mitigations Concerning the Withdrawal of Residential Rental Accommodations from Rent or Lease, §§ 13.77.010–13.77.090; Chapter 13.79, Tenant Protections: Automatically Renewing Leases and Buyout Agreements, §§ 13.79.010–13.79.070.

Adoption Dates

Rent Stabilization 6/3/80; Tenant Buyout 3/14/17. ADU Clarification, Emergency Exemption 11/3/20.

Exemptions

Units receiving a certificate of occupancy after 6/3/80, owner-occupied single-family residences, some attached dwelling units (ADU), and duplexes. (BMC § 13.76.050.)

Rental units owned (or leased) by nonprofit organizations that (1) receive governmental funding and rent such units to low-income tenants, or (2) provide such units as part of substance abuse treatment.

An ADU is subject to just cause protections unless it is the sole ADU located on owner-occupied property along with a single family home.

Administration

Rent Stabilization Board
2125 Milvia Street
Berkeley, CA 94704
510-981-7368
Fax: 510-981-4910
email: rent@ci.berkeley.ca.us
www.ci.berkeley.ca.us. The “Laws and Regulations” icon on the Rent Stabilization Board’s site is the easiest way to view rent control and eviction rules.

Registration

Required, or landlords cannot raise rent. (The provision that a tenant can withhold rents if the landlord fails to register was ruled unconstitutional in *Floystrup v. Berkeley Rent Stabilization Board*,

219 Cal.App.3d 1309 (1990). Stiff penalties are imposed for noncompliance. (§ 13.76.080.)

Rent Control

Each January 1 rent ceilings are increased by the Annual General Adjustment (AGA). The AGA is set by October 31 of the preceding year, but has been 65% of the percentage increase of the regional Consumer Price Index since 2005. Landlords or tenants may petition for exception. (BMC § 13.76.110.)

Vacancy Decontrol

State law (Cal. Civ. Code § 1954.53) supersedes the ordinance. Rents may be increased to any level following voluntary vacancy or eviction for nonpayment of rent. Once property is re-rented, it is subject to rent control based on the higher rent.

Just Cause

Required. (BMC § 13.76.130.) This requirement applies even if the unit is new construction or government-owned/operated housing or exempt from other rent control requirements. Specific good cause to evict must be stated in both the notice and in any unlawful detainer complaint.

Other Features

The unlawful detainer complaint must allege compliance with both the implied warranty of habitability and the rent control ordinance, except for evictions for remodeling or demolition. Government-subsidized “Section 8” landlords must register their units and are subject to the yearly annual general adjustment if they raise rents above that set by the Housing Authority.

Berkeley’s Tenant Buyout Ordinance provides specific tenant protections when the landlord pays a tenant money or other consideration to vacate. Landlords must also file the signed buyout agreements with the Rent Board. (BMC § 13.79.050.)

Berkeley also prohibits landlords from discriminating against tenants receiving housing or other government assistance payments, using co-signers or aggregating household income. Criminal and civil penalties apply. (BMC § 13.31.010 and following.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used. Landlord may not recover for non-payment when tenant withholds payment pursuant to emergency legislation (e.g., CA Governor's state of emergency). (BMC § 13.76.130(i).)
Breach of lease provision.	Three-Day Notice to Perform Covenant or Quit is used. Provision must be "reasonable and legal and ... been accepted by the tenant or made part of the rental agreement." If the provision was added after tenant moved in, landlord can evict for breach only if tenant was told in writing that he or she did not have to accept the new term. Tenant must be given "written notice to cease," which precludes an unconditional Three-Day Notice to Quit even if the breach is considered uncorrectable.
Willful causing or allowing of substantial damage to premises and refusal to both pay the reasonable cost of repair and cease causing damage, following written notice.	Even though damage is involved, an unconditional Three-Day Notice to Quit is not allowed. Only a three-day notice that gives the tenant the option of ceasing to cause damage and pay for repair is allowed.
Tenant refuses to agree to rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only if a lease or rental agreement expires of its own terms. No notice is required. However, tenant must have refused to sign a new one containing the same provisions; an improvised notice giving the tenant several days to sign the new agreement or leave is a good idea, even though not required by ordinance or state law.
Tenant continued to be so disorderly as to disturb other tenants, following written notice to cease, or is otherwise subject to eviction under CCP § 1161(4), for committing a nuisance, very seriously damaging the property, or subletting contrary to the lease or rental agreement, unless the landlord has unreasonably withheld consent to sublet where original tenant remains, property is not illegally overcrowded as a result of the subletting, and other requirements are met—see ordinance for details.	Although a warning notice should precede three-day notice based on disturbing neighbors, the three-day notice, according to Cal. Civ. Code § 1161(4), may be an unconditional Three-Day Notice to Quit.
Tenant, after written notice to cease, continues to refuse landlord access to the property as required by CC § 1954.	If provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, 30-day notice specifying reason, following written demand for access.
Landlord wants to make substantial repairs to bring property into compliance with health codes, and repairs not possible while tenant remains.	Under state law, eviction for this reason is allowed only if the rental agreement is month to month. Landlord must first obtain all permits required for remodeling. If landlord owns other vacant units in Berkeley, landlord must make them available to the tenant at the same rent. Landlord must give the evicted tenant right of first refusal to re-rent after remodeling is completed. A tenant given alternate temporary housing may be evicted from the temporary unit upon refusal to move back into the original unit when work is completed. If the repairs on which the eviction was based do not occur within two months of the tenant's departure, the tenant can sue the landlord to regain possession of property and recover actual damages (at least \$750; or three times the actual damages sustained, whichever is greater, where the landlord's reason for the delay was willfully false.) (BMC § 13.76.150.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Landlord wants to demolish property.	<p>Landlord must first obtain a “removal permit.” (Although the ordinance requires “good faith” to demolish, to supposedly prevent removals based on landlord’s dislike of rent control, the state Ellis Act severely limits cities from refusing demolition permits because they suspect landlord is removing due to landlord’s dislike of rent control.)</p> <p>If the demolition on which the eviction was based doesn’t occur within two months of the tenant’s leaving, tenant can sue the landlord to regain possession of the property and recover actual damages (at least \$750; or three times the actual damages sustained, whichever is greater, where the landlord’s reason for the delay was willfully false). (BMC § 13.76.150.)</p>
Landlord wants to move self, spouse, parent, or child into property, and no comparable vacant unit exists in the property.	<p>Notice must include information about relocation assistance, tenant protections for families with minor children, the name and relationship of intended occupant (for relative move-ins); and must list all Berkeley residential properties in which owner has a 10% or greater ownership interest. Landlord must offer tenant any unit landlord owns in Berkeley that becomes available before the tenant vacates the unit. Tenants are entitled to relocation payments. The landlord or relative must move into unit within three months of the termination and must live in the unit for 36 months.</p> <p>Terminated tenant has the right to re-occupy the unit when the landlord or relative moves out. There is no time limit on this right. After a property’s first move-in eviction, no other unit may be subject to a move-in eviction on that property.</p> <p>Move-in eviction barred in any of these situations: (1) Landlord has less than a 50% ownership interest in the property; 2) landlord owns an available comparable unit in Berkeley; 3) where landlord has at least a 10% ownership interest in five or more Berkeley units and tenant has lived on the property for at least five years; or 4) where landlord has at least a 10% ownership interest in four or more Berkeley units and tenant is at least 60 years old or disabled (“protected tenant”), and has lived on the property for five years or more.</p> <p>However, these restrictions do not apply (move-in allowed) when all the landlord’s Berkeley units are occupied by protected tenants and a proposed relative is also a protected tenant; or landlord who wishes to occupy is also protected and has owned the property for five years or more. (BMC § 13.76.130.)</p>
Tenant, after written notice to cease, continues to conduct illegal activity on the premises.	Although a warning notice should precede a three-day notice based on illegal activity, the three-day notice, according to Cal. Civ. Code § 1161(4), may be an unconditional Three-Day Notice to Quit.
Landlord wants to move in him- or herself, and has lived there previously, and lease or rental agreement specifically allows for this.	Termination procedure must be in accordance with lease provision. Thirty days’ written notice is required to terminate month-to-month tenancy unless agreement provides for lesser period as short as seven days.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
<p>Landlord wants to go out of rental business under state Ellis Act.</p>	<p>Tenants must be given 120 days' notice, increasing to one year for tenants who are disabled or 62 years of age or older. Tenants must receive a \$16,084 relocation payment divided equally among all tenants in the unit, with an additional \$5,361 for low-income, disabled, and elderly tenants, families with minor children; or tenancies that began prior to 1999.</p> <p>If the unit is rerented within ten years of the withdrawal date, displaced tenants may re-occupy on substantially the same terms as the former tenancy. Rents on the property will be regulated for the next five years (even if the landlord later cancels the Ellis notice). (BMC § 13.76.130.)</p>

Beverly Hills

Name of Ordinance

Beverly Hills Municipal Code (BHMC) Title 4 Regulation of Certain Types of Businesses and Activities: Chapter 5, Rent Stabilization, Part I, §§ 4-5-101–4-5-104; Chapter 6, Rent Stabilization Part II, §§ 4-6-0–4-6-12.

Adoption Date

4/27/79. Last amended 11/06/18.

Exemptions

Condominiums built after 3/27/79, or units constructed after 11/20/78, units that rented for more than \$600 on 5/31/78, single-family residences, rented condominium units. (BHMC § 4-5.102.)

Administration

Community Presentation Rent Stabilization
455 North Rexford Drive
Beverly Hills, CA 90210
310-285-1031
Website: www.beverlyhills.org/rent

Registration

Owners of multifamily buildings must register all units with the city and must reregister when a rental unit is rereanted after a vacancy. Owners not in compliance cannot impose annual general rent increases.

Rent Control/Vacancy Decontrol

Landlord may increase rent only once every 12 months, and annual rent increases are limited to 3% or indexed to the Consumer Price Index, whichever is higher. (BHMC § 4-6-3.) Landlords may increase rents above the limit by showing increases are necessary for a fair and just return on investment. (BHMC § 4-6-11.) Rents may be increased to any level on rereanted following eviction for nonpayment of rent, as well as for voluntary vacancies. Once property is rereanted, it is subject to rent control based on the higher rent.

Just Cause

Required. (§§ 4-5-501–4-5-513.)

Other Features

Though not required by the ordinance, termination notice should state specific reason for termination; this indicates compliance with ordinance, as called for in Item 13 in the unlawful detainer complaint. Landlord is required to pay tenant substantial relocation fee if evicting to move in self or relative, or to substantially remodel, demolish, or convert to condominiums.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision, following written notice to correct problem.	Three-Day Notice to Cure Covenant or Quit is used. The tenant must be given “written notice” of the breach, which precludes an unconditional Three-Day Notice to Quit, even if the breach is uncorrectable.
Commission of a legal nuisance (disturbing other residents) or damaging the property.	Unconditional Three-Day Notice to Quit may be used.
Disruptive tenant “repeatedly or continually disturbs peaceful and quiet enjoyment” or “antagonizes, intimidates or bullies” one or more other tenants, and does not stop when asked in a written notice. (BHMC 4-5-514.)	Landlord may request a subcommittee of the City Council to declare tenant a disruptive tenant, which allows the landlord to serve tenant with a written notice to terminate. (BHMC 4-5-514(B)(1).)
Tenant is using the property for illegal purpose. This specifically includes overcrowding as defined in ordinance based on number of bedrooms and square footage.	Unconditional Three-Day Notice to Quit may be used.
Tenant refuses, after written demand by landlord, to agree to new rental agreement or lease on expiration of prior one, where proposed agreement contains no new or unlawful terms.	This applies when a lease or rental agreement expires of its own terms. The ordinance requires the landlord to have made a written request for renewal or extension at least 30 days before the old one expired.
Tenant has refused the landlord reasonable access to the property as required by Cal. Civ. Code § 1954.	If access provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, 30-day notice specifying reason, following written demand for access to property.
Fixed-term lease has expired, and person occupying property is subtenant not approved by landlord.	Eviction is allowed on this basis only if person living there is not original tenant or approved subtenant. If lease has not expired and contains no-subletting clause, Three-Day Notice to Quit to evict for breach of lease.
Landlord wants to move self, parent, or child into property, and no comparable vacant unit exists in the property. In multiple-unit dwelling, landlord can evict only the most recently moved-in tenant for this reason.	Landlord must give tenant 90-day notice that states the name, relationship, and address of person to be moved in, and a copy of the notice must be sent to the city clerk. Landlord must also pay tenant(s) a “relocation fee” of up to \$12,394, depending on the length of tenancy and the size of unit. The fee must be paid when the tenant leaves, or tenant can sue landlord for three times the fee plus attorneys’ fees. (§ 11-7.05.) Landlord does not have to pay fee if tenant fails to leave at end of 90-day period or pays to relocate tenant to comparable housing elsewhere. Disabled tenants or tenants who are sixty-two (62) years of age or older and who have lived in a unit for at least one year prior to the required date of notice are entitled to a one-year notice period plus an additional \$2,000 relocation fee. (§ 4-5-513(C)(6).)
Employment of resident manager has been terminated and the property is needed for occupancy by the new manager.	This type of eviction is not covered in this book because the question of what notice is required is extremely complicated, depending in part on the nature of the management agreement. You should seek legal advice.
Landlord wants to demolish property or convert to condominiums, or otherwise remove property from rental market.	Landlord must first obtain removal permit from city. For substantial remodeling, tenant gets right of first refusal when work done. Landlord must give tenant 90 days’ notice. (BHMC § 4-5-511.) Landlord must also either pay tenants the actual costs of relocating to a comparable unit or a “relocation fee” of up to \$12,394, depending on the length of tenancy and the size of unit. (BHMC § 4-5-511.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Landlord wants to substantially remodel property.	Landlord must first obtain removal permit from city. For substantial remodeling, tenant gets right of first refusal when work done. Landlord must give tenant one year's notice. Landlord must also either pay tenants the actual costs of relocating to a comparable unit or a "relocation fee" (where the tenant is a senior citizen, handicapped or terminally ill), depending on the length of tenancy and the size of unit. The fee must be paid when the tenant leaves, or tenant can sue landlord for three times the fee plus attorneys' fees. Landlord does not have to pay fee if tenant fails to leave at end of 90-day period. Notice, if not accompanied by fee, must inform tenant of fee amount and that it is payable when the tenant vacates. The notice cannot be given until city approval of the project is obtained, and a copy of the notice must be sent to the city clerk. Landlord must petition board for permission and in some cases must provide replacement housing during remodeling.
The person in possession of the unit at the end of the rental term is a subtenant who was not approved by the landlord. (BHMC § 4-5-508.)	Unconditional Three-Day Notice to Quit may be used.

Burbank

Name of Ordinance

Burbank Municipal Code (BMC) Division 10
Residential Condominium Conversions, Community
Apartment or Stock Cooperative Projects.
§ 10-1-668: Tenants' Rights.

Adoption Date

July 13, 1991.

Administration

Burbank Housing Authority
Unit 2
150 North 3rd Street
Burbank, CA 91502
818-238-5160
www.burbankca.gov

Registration

Owners must notify tenants at least 60 days prior to submitting conversion project applications and tentative tract maps to the city. Copies of served notices along with notarized statements and proofs of service must be submitted with tentative tract filings. (BMC § 10-1-668.)

Rent Control

Not applicable (ordinance does not regulate rents).

Just Cause

Landlords must give tenants at least 180-days' notice before ending tenancies for any condominium conversion or related project, and provide relocation assistance to affected residents. Households with disabled tenants are eligible for additional assistance. Landlords must also give affected tenants exclusive rights to purchase converted units upon completion, and disabled tenants choosing to purchase are entitled to landlord-funded mobility improvements. (BMC § 10-1-668.)

Camarillo

Name of Ordinance

Camarillo Municipal Code (CMC)
Title 10—Public Peace and Welfare
Section V—Consumer Protection
Chapter 10.50 Rent Review Mediation
§§ 10.50.010–10.50.080.

Adoption Date

2/24/16.

Exemptions

Applies to residential rental complexes with five or more units. (CMC § 10.50.020.)

Administration

City of Camarillo
610 Carmen Drive
P.O. Box 248
Camarillo, CA 93011
805-388-5315
www.cityofcamarillo.com

Registration

Not required.

Rent/Vacancy Decontrol

Rent may be set at market levels. Rent Review Mediation Commission provides voluntary nonbinding mediation of rent increases.

Just Cause

N/A.

Other Features

A rental complex tenant who receives notice of a proposed rent increase may request mediation by the Rent Review Mediation Commission. If the increase affects 25% or more tenants with nonfixed-term leases over the next 12 months, the review request must be signed by at least five affected tenants. Owners must post a notice of the availability of the rent review mediation forum on the property and include it with every rent increase to nonfixed-term tenants. (CMC §§ 10.50.020–10.50.080.)

Campbell

Name of Ordinance

Campbell Municipal Code (CMC)
Title 6, Ch. 6.09 §§ 6.09.010–6.09.190.

Adoption Date

1983. Last amended 12/98.

Exemptions

Rental units on lots with three or fewer units
(CMC § 6.09.030(n).)

Administration

Campbell Rental Dispute Program
1055 Sunnyvale-Saratoga Road, #3
Sunnyvale, CA 94087
888-331-3332

Websites: www.ci.campbell.ca.us. The general city site includes the Municipal Code. The site for the Rental Dispute Program is www.housing.org/tenant-landlord-assistance/mandatory-mediation.

Registration

Not required.

Individual Adjustments

Tenants affected by an increase can contest it by filing a petition within 45 days after notice of increase or notice to quit, or 15 days from effective date of rent increase or notice to quit, whichever is later, or lose the right to object to the increase. Disputes raised by tenant petition are first subject to “conciliation,” then mediation. If those fail, either party may file a written request for arbitration by a city Fact Finding Committee. The committee determines whether increase is “reasonable” by considering costs of capital improvements, repairs, maintenance, and debt service, and past history of rent increases. However, the committee’s determination is not binding. (CMC §§ 6.09.050–6.09.150.)

Rent/Vacancy Decontrol

No restriction on increases after vacancy.

Note: Because this ordinance does not provide for binding arbitration of rent increase disputes, it is not truly a rent control ordinance. Compliance with any decision appears voluntary.

Eviction

Ordinance does not require showing of just cause to evict, so three-day and 30-day notice requirements and unlawful detainer procedures are governed solely by state law.

Just Cause

Not required.

Other Features

Rent increase notice must state: “Notice: Chapter 6.09 of the Campbell Municipal Code provides a conciliation and mediation procedure for property owners and tenants to communicate when there are disputes over rent increases. (Rent increases can include a significant reduction in housing services.) To use this nonbinding procedure, the tenants shall first make a reasonable, good-faith effort to contact the property owner or the property owner’s agent to resolve the rent increase dispute. If not resolved, the tenant may then file a petition within 45 calendar days of this notice or 15 calendar days following the effective day of the increase, whichever is later. There may be other tenants from your complex receiving a similar rent increase, in which case, the petitions will be combined. For more information you should contact the City’s designated Agent at 408-243-8565. Petitioning for conciliation cannot guarantee a reduction in the rent increase.”

City of Commerce

Name of Ordinance

City of Commerce Municipal Code (CMC)
Chapter 19.40
Residential Tenant Protection Program
§§ 19.40.010–19.40.090

Adoption Date

Effective 8/28/20. Expires on 1/1/30.

Exemptions

Incorporates the provisions of AB 1482 (Civil Code §§ 1946.2 and 1947.12). See page 4.

Administration

City of Commerce
2535 Commerce Way
Commerce, CA 90040
323-722-4805
www.ci.commerce.ca.us

Rent Control/Vacancy Decontrol

Incorporates the provisions of AB 1482.

Just Cause/Relocation Expenses

In addition to the just cause provisions of AB 1482, tenants subject to no-fault evictions (compliance with governmental order, removing unit from market, demolition/substantial remodel, and owner move-in) are entitled to relocation assistance in the amount of two times the current monthly rent or \$5,000, whichever is greater

Minimum Lease Terms

Landlord must offer tenant a minimum 12 month written lease at the beginning of the rental term. If the tenant rejects a 12 month lease, the landlord can offer a 6 month lease. If the tenant rejects a 6 month lease, a shorter term lease can be negotiated. Renewals follow the same procedure. Lease Agreements must be made in writing and signed by both the tenant and landlord.

Other

Landlords must provide tenants with designated written notice about the program.

Concord

Name of Ordinance

Concord Municipal Code (CMC)
Residential Tenant Protection Program
Chapter 19.40
§§ 19.40.10–19.40.100.

Adoption Date

Effective 8/28/20. Sunsets on 1/31/30.

Exemptions

The ordinance generally applies to the same properties and tenants as the state Tenant Protection Act of 2019 (AB 1482). (CMC § 19.40.010.) See page 4.

Administration

City of Concord Housing Division
Concord Administration Building
1950 Parkside Drive MS/10A
Concord, CA 94519
925-671-3387

Registration

Not required.

Relocation Assistance

The Concord Residential Tenant Protection Program supplements the relocation payments owed to low or moderate-income tenants who are covered by the Tenant Protection Act of 2019 and who have received no-fault termination notices. (Cal. Civ. Code § 1946.2.) Under the

Concord ordinance, all tenants subject to no fault just cause evictions are entitled to relocation assistance of two times the current monthly rent or \$5,000, whichever is greater. “No-fault” just cause evictions include vacating the unit to comply with a government order/ordinance; removing the unit from the marketplace; intent to demolish or substantially remodel the unit; or owner move-in. (CMC § 19.40.020.)

Minimum Lease Terms

Landlord must offer tenant a written lease with a minimum term of 1 year. Tenant must accept in writing. If tenant rejects 1 year lease, landlord must offer a 6 month lease. If tenant rejects a 6 month lease, the parties can then negotiate shorter lease. Renewals follow a similar procedure. Leases must be in writing and signed by both the tenant and landlord.

Other Features

Landlords must provide tenants with designated notice of tenant rights. (CMC § 19.40.040.)
Landlord retaliation is prohibited. (CMC § 19.50.040.)

Starting in early 2021 property owners with four or more units must disclose information about evictions, rent costs and related information in the Concord “rent registry program.”

Culver City

Name of Ordinances

Culver City Municipal Code (CCMC)
Chapter 15.09 Rental Housing

Mandatory Mediation
§§ 15.09.005–15.09.050

Rent Control
§§ 15.09.200–15.09.270

Tenant Protections
§§ 15.09.300–15.09.370

Effective Dates

Mediation: 5/11/19. Rent Control and Tenant Protections, 10/30/20.

Exemptions

The ordinance applies to units occupied after 2/1/95 and to the same properties and tenants as the state Tenant Protection Act (AB 1482). (CCMC § 15.09.210.) See Page 4.

Administration

Annual registration required.
Culver City Housing Division
9770 Culver Blvd, Culver City, CA 90232
Phone: 310-253-5780

Rent Control/Vacancy Decontrol

The rent as of 10/30/20 on then-existing tenancies, or the initial rent charged on tenancies beginning thereafter, is the “base rate” from which increases are calculated. Increases are limited per 12-month period to the average annual change in the consumer price index (CPI) with a cap of 5%; if the CPA increase is less than 2%, the cap is 2%. Landlords can petition for an increase above the cap amount. (CCMC § 15.09.215.)

Just Cause Eviction Protections

Yes. See below.

Relocation Payments

Tenants relocating because of a “no-fault” eviction are entitled to relocation payments of three times either current or market rent (whichever is greater) plus \$1000. “Small landlords” with three or less units pay 50% of this amount. (CCMC § 15.09.325.)

Tenant Buyout Agreements

Special requirements apply to move-out or buyout agreements where tenants voluntarily agree to vacate in exchange for negotiated compensation. (CCMC § 15.09.335.)

Reasons Allowed for Just Cause Evictions— Tenant at Fault (CCMC § §15.09.315)	Additional Local Notice Requirements and Limitations
Failure to pay rent.	Landlords must use the ordinary Three-Day Notice to Pay Rent or Quit. Tenants must be given an opportunity to cure within the notice period by either paying the full amount due or convincing the landlord to accept partial payment.
Breach of lease.	Tenant must be given an opportunity to cure.
Tenant fails to allow landlord reasonable access to unit.	Landlord must provide written notice to cease.
Tenant uses unit to create a nuisance, or for an “illegal purpose.”	Tenant commits or permits a dangerous crime or threat of a dangerous crime (except against a co-tenant). “Nuisance” includes creating or maintaining dangerous and unsanitary conditions that have not been promptly abated after written notice and an opportunity to cure. Domestic violence, stalking or sexual assault against the tenant or members of tenant’s household cannot form the substantial basis for a just cause eviction.
Reasons Allowed for Just Cause Evictions— No Fault (CCMC § §15.09.320)	
Landlord is demolishing or removing the unit permanently from rental housing use pursuant to State law.	Landlord must pay relocation assistance.
Landlord is recovering possession of the unit for occupancy by a resident manager.	Only available when no alternative vacant unit is available. Landlord must pay relocation assistance.
Landlord is recovering possession for self or designated family member.	Landlord or family member must occupy unit as primary residence within 3 months of tenant vacating, and must continue to do so for at least 12 months. This method may only be used once in each complex. A tenant who is 1) terminally ill or who 2) has resided in the unit for at least 10 years and who is 62+ years old or disabled, cannot be evicted in order to move in tenant, a family member or resident manager. Some exceptions to this rule may apply. Tenants with school-aged children are protected during the school year. (CCMC § §15.09.320.) Landlord must also pay relocation assistance.
Landlord is recovering possession to comply with a government order to vacate or similar order.	Landlord must pay relocation assistance.
Landlord is recovering possession to comply with an agreement relating to “the qualifications of tenancy with a governmental entity,” where the tenant no longer qualifies.	Landlord must pay relocation assistance.

East Palo Alto

Name of Ordinance

East Palo Alto Municipal Code (EPAMC)
Title 14—Housing: Chapter 14.02—Tenant Protections, §§ 14.02.010–14.02.170; Chapter 14.04—Rent Stabilization and Just Cause for Eviction Ordinance, §§ 14.04.010–14.04.250.

Adoption Date

Tenant Protections 5/6/14; Rent Stabilization 06/08/2010. Last amended 11/8/16.

Exemptions

With respect to all aspects of the ordinance except just cause evictions, units constructed after 1/01/88, single-family homes, units in owner-occupied two- and three-unit properties, and certain nonprofit units. As noted, all landlords are subject to the ordinance's just cause eviction restrictions. (EPAMC §§ 14.04.050, 14.04.160.)

Administration

Rent Stabilization Board
2415 University Avenue
East Palo Alto, CA 94303
650-853-3100

Website: www.ci.east-palo-alto.ca.us. This is the general city site with access to the Municipal Code.

Registration

Required.

Vacancy Decontrol

State law (Cal. Civ. Code § 1954.53) supersedes the ordinance. Upon voluntary vacancy or eviction for nonpayment of rent, rents may be increased to any level following such vacancies. Once property is rerented, it is subject to rent control based on the higher rent.

Just Cause

Required. This aspect of the ordinance applies even to new construction, which is otherwise exempt. Specific just cause to evict must be stated both in the notice and in any unlawful detainer complaint.

Other Features

Yearly rent increases are limited to 80% of the percentage increase in the Consumer Price Index (CPI). The overall rent increase, including the CPI-based rent adjustment and banked rent increases, may not exceed 10% in any twelve-month period. (EPAMC §§ 14.04.040, 14.04.090–100.)

Landlord's complaint must allege compliance with both the implied warranty of habitability and the rent control ordinance, except for evictions for remodeling or demolition.

East Palo Alto also prohibits landlords from discriminating on the basis of "source of income" including rental, homeless or other assistance programs, using co-signers or aggregating tenant household income. Criminal and civil penalties apply. (EPAMC § 14.16.010 and following.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision, following written notice to cease.	Three-Day Notice to Cure Covenant or Quit is used. Provision must be reasonable and legal and been accepted by the tenant or made part of the rental agreement. If the provision was added after the tenant first moved in, the landlord can evict for breach only if the tenant was told in writing that he or she didn't have to accept the new term. Ordinance forbids use of an unconditional notice.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Willful causing or allowing of substantial damage to premises and refusal to both pay the reasonable cost of repair and cease causing damage, following written notice.	Even though damage is involved, an ordinary unconditional Three-Day Notice to Quit is not allowed. Only a three-day notice that gives the tenant the option of ceasing to cause damage and pay for the costs of repair, as demanded by the landlord, is allowed.
Tenant refuses to agree to rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required. However, an improvised notice giving the tenant several days to sign the new agreement or leave is a good idea.
Tenant continues to be so disorderly as to disturb owner, other tenants, or owners or residents of adjacent property—including by violating state and federal criminal law—following written notice to cease.	Even if the tenant is committing a legal nuisance for which state law would allow use of a Three-Day Notice to Quit, ordinance requires that three-day notice be in conditional “cease or quit” form.
Tenant, after written notice to cease, continues to refuse the landlord access to the property as required by Cal. Civ. Code § 1954.	If provision is in lease, use three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, a 30-day notice specifying reason, following written demand for access to property.
Landlord wants to make substantial repairs to bring property into compliance with health codes, and repairs not possible while tenant remains.	Under state law, eviction for this reason is allowed only if rental agreement is month to month. Thirty-day notice giving specific reason must be used. Landlord must first obtain all permits required for the remodeling, must provide alternative housing for the tenant if he or she has other vacant units in city, and must give evicted tenant right of first refusal to rerent after remodeling is finished. (Tenant given alternate housing may be evicted from it if he or she refuses to move into old unit after work is completed. EPAMC § 14.04.290.A.10.)
Landlord wants to demolish property.	<p>Under state law, allowed only if rental agreement is month to month. Landlord must provide 120-day notice. If the unit is leased again within two years, displaced tenant may bring an action against landlord for actual and exemplary (punitive) damages. The city may also institute a civil proceeding for exemplary damages. If displaced tenant advises owner in writing within 30 days of displacement of his or her desire to rerent the unit, landlord must offer the unit to the displaced tenant on terms that are substantially equivalent to the original lease, before renting to anyone else.</p> <p>For five years following either notice of or actual withdrawal from market, the unit can be offered only 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, and must first be offered to the previously displaced tenants. For ten years, landlord must notify displaced tenant if unit is back on the market, and offer to lease unit to displaced tenant. (§ 14.08.040.)</p> <p>If demolished unit is replaced and again offered for lease within five years of the date of withdrawal, the displaced tenant has the right to return. The unit will be subject to the ordinance, and the city can set a fair rent level. Rent levels for subsequent tenancies are also subject to Civil Code Section 1954.50 and following, (the Costa-Hawkins Rental Housing Act.) (EPAMC § 14.08.045.)</p>

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
<p>Landlord wants to move self, spouse, parent, grandparent, child, or grandchild into property.</p>	<p>Under state law, eviction for this reason is allowed only if rental agreement is month to month. Landlord must use a thirty-day notice, giving specific reason(s) and specifying name and relationship of person moving in.</p> <p>If the owner or relative move-in on which eviction was based does not occur within two months of the tenant's leaving or is not maintained for at least twelve months, tenant can sue landlord to regain possession of property and recover actual damages. Tenants who prove intentional misrepresentation are entitled to damages. (EPAMC § 14.04.180(C).)</p>

El Cerrito

Name of Ordinance

El Cerrito Municipal Code (ECMC)
 Title 10
 Rent Registry
 Chapter 10.100
 §§ 10.100.010–10.100.050.

Adoption and Effective Date

5/20/19.

Note: In response to a voter referendum, on 8/31/19, the city council repealed El Cerrito’s just cause for eviction ordinance. However, the rent registry ordinance remains in effect.

Exceptions

Registration is required for any “habitable structure offered for rent,” including single family residences unless the landlord also lives in the home. Short

term housing, on-site manager or employee-related housing, or government owned or subsidized units are exempt. (ECMC § 10.100.020.)

Administration

City of El Cerrito
 Community Development Department
 10890 San Pablo Avenue
 El Cerrito, CA 94530
 510-215-4300

Registration

Required. (ECMC § 10.300.030.)

Rent Control

None. Landlords can set rent at market rates.

Just Cause

No longer required.

Emeryville

Name of Ordinance

Emeryville Municipal Code (EMC)
Chapter 40, Title 5: Residential Landlord and
Tenant Relations. (§§ 5-40.01–5-40.08.)

Adoption Date

12/06/2016, effective 04/01/2017.

Exemptions

Owner-occupied residences with two or fewer rooms rented; nonprofit cooperative housing and licensed social service facilities; units where the rent is regulated by state or federal government; hotels, motels, lodging houses, and rooming houses; units rented or leased for less than 30 days; mobile homes. (EMC § 5-40.02.)

Administration

City of Emeryville City Clerk
1333 Park Avenue
Emeryville, CA 94608
www.ci.emeryville.ca.us

Registration

All landlords must submit an annual Rent Program Registration Form and pay a fee for each rental unit owned.

Just Cause

Required. In addition to the specific just cause grounds set forth below, landlord must allege possession of a valid business license, that tenant was provided a Notice of Tenant Rights pursuant to EMC § 5-40.07 and a Notice of Termination of Tenancy as required by EMC § 5-40.08, and that landlord refused further payment of rent as specified in CA Civ. Code §§ 1945, 1946, and 1946.1.

Other Features

Notice of Tenant Rights pursuant to EMC § 5-40.07 must be provided to all new and renewing tenants and must accompany any Notice of Termination of Tenancy.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Failure to pay rent.	Tenant failed to pay rent within three days of receiving written notice from the landlord demanding payment in accordance with California Code of Civil Procedure § 1161.2. (EMC § 5-40.03(e)(1)(a).)
Breach of rental contract (tenant violated a material term of the rental agreement).	(EMC § 5-40.03(e)(1)(b).)
Tenant illegal activities.	Tenant has used the unit for an illegal purpose, including unlawful distribution of a controlled substance or the unlawful use, manufacture, or possession of weapons and ammunition as contemplated by the California Civil Codes. (EMC § 5-40.03(e)(1)(c).)
Violations of city Health and Safety Code.	Tenant created or is maintaining a dangerous and unsanitary condition as defined in the Emeryville Municipal Code, and that condition has not been promptly abated or repaired. (EMC § 5-40.03(e)(1)(d).)
Failure to allow landlord access following proper notice.	Tenant must be provided notice under California Civil Code § 1954. (EMC § 5-40.03(e)(1)(e).)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Tenant rejected a written lease extension.	Tenant failed to execute a written extension of an existing rental agreement that was substantially and materially the same as the original rental agreement. (EMC § 5-40.03(e)(1)(f).)
Tenant violated occupancy restrictions.	Tenant allowed long-term occupancy by one or more unapproved occupants, but only when those occupants cause the number of persons living in the unit to exceed two-persons per bedroom plus one in the unit. (EMC § 5-40.03(e)(1)(g).)
Landlord returning from temporary absence ("sabbatical") to occupy unit.	Landlord temporarily leased a single covered unit for up to six months, when that unit qualified as an owner-occupied residence during the calendar year prior to the temporary rental. The landlord must intend to return to the unit as his or her primary residence to requalify the unit as an Owner-Occupied Residence for the calendar year after the conclusion of the temporary rental. If the unit does not qualify as an Owner-Occupied Residence following the conclusion of the temporary rental, the tenant has the right to return. (EMC § 5-40.03(e)(1)(h).)
Landlord returning from deployment.	Landlord leased out the entire unit during landlord's armed forces deployment and is returning immediately to the covered unit as his or her residence at the end of deployment. (EMC § 5-40.03(e)(1)(i).)
Landlord condominium conversion.	Landlord is converting the unit to a condominium in accordance with the Emeryville Municipal Code. Must provide tenant(s) with relocation assistance payment under § 9-6.706 of the Emeryville Municipal Code. (EMC § 5-40.03(e)(1)(j).)
Permanent demolition or removal.	Landlord is demolishing or otherwise permanently removing the unit from residential rental use. (EMC § 5-40.03(e)(2)(a).)*
Landlord move-in.	Landlord or landlord's parent or child will imminently move into and use the unit as a permanent residence no less than ten months of any calendar year, for no less than two years from the termination of tenancy. (EMC § 5-40.03(e)(2)(b).)*
Unit temporarily unfit for human habitation.	Unit is being temporarily removed from the rental market because it is not currently fit for human habitation, but will be repaired and returned to the rental market. (EMC § 5-40.03(e)(2)(c).)*
Substantial renovation.	Unit must be temporarily removed from the rental market because planned capital improvements or necessary rehabilitation will make it temporarily uninhabitable. Landlord must obtain all necessary permits and diligently complete the permitted work in order to promptly return the unit to the rental market. (EMC § 5-40.03(e)(2)(d).)*
* These "no fault" evictions entitle the tenant to relocation assistance and the right of return. (EMC § 5-40.03(e)(2).)	

Fairfax

Name of Ordinance

Town of Fairfax
 Fairfax Municipal Code (FMC)
 Just Cause Evictions
 Chapter 5.54
 §§ 5.54.010–5.54.100.
 Mandatory Mediation for Rental Increases
 Exceeding Five Percent
 Chapter 5.55
 §§ 5.55.010–5.55.100.

Adoption and Effective Dates

Just Cause effective 05/03/19. Mandatory
 Mediation effective 06/01/19.

Exemptions

The Just Cause requirement applies to all single room occupancy structures, residential hotels, and dwelling units within multifamily/multipurpose structures that have separate bathrooms, kitchens and living areas. Government owned and certain low income dwelling units are exempt, as are on-site property managers, junior accessory units, and rooms in owner-occupied single family homes. (FMC § 5.54.020.)

Mediation applies to all multi-family properties containing at least one dwelling unit with separate bathroom, kitchen and living area, Single Room Occupancy structures, and residential units leased to a household as defined by Cal. Civ. Code § 1940. (FMC § 5.54.020.)

Administration

Consumer Protection Unit—Mediation
 Marin County District Attorney’s Office
 Hall of Justice, Room 145,
 3501 Civic Center Drive
 San Rafael, CA 94903
 415-473-6450
 consumer@marincounty.org

Registration

Not required.

Mandatory Non-binding Mediation

Tenants receiving notice(s) of rent increases or changes to housing services exceeding 5% within any 12 month period may request non-binding mediation. Landlords may also request mediation when seeking those rent increases.

Rent increases subject to the ordinance are not valid until mediation—when requested—is concluded. Tenants who do not participate in good faith may be considered to have “withdrawn” their mediation requests.

For-cause or No-fault Termination Required.

Landlord must have either cause or no-fault grounds to terminate a tenancy. See below. Landlord must also have a valid business license and provide tenant with a designated Notice of Termination. (FMC § 5.54.050.)

Other

Landlords who retaliate against tenants asserting rights under the ordinances may be subject to injunctive relief, civil treble damages, attorney fees, costs and punitive damages.

Notices of Termination must contain specified language, with copies provided to the city within 10 days of service on tenants. (FMC § 5.54.050.)

Landlords and tenants may negotiate voluntary “buyout agreements” to terminate tenancies.

Reasons Constituting Cause For Evictions (§ 5.45.040)	Additional Notice Requirements and Limitations
Failure to pay rent.	Landlord may use ordinary Three-Day Notice to Pay Rent or Quit.
Breach of the lease.	Tenant must have violated a material term of the rental agreement.
Tenant illegal activities.	Tenant has been convicted of using the unit for an illegal purpose, including distribution of controlled substances, a weapons violation, serious crime or a violent felony. The act must have occurred during the tenancy and in or within 1,000 feet of the unit. A tenant household can cure the violation by removing the offending tenant.
Threat of violent crime.	Specific threats of immediate death or great bodily injury made by tenant or at tenant's request, causing reasonable fear for safety. Acts constituting domestic violence, sexual assault or stalking against a tenant or household member cannot form the substantial basis for evicting that tenant.
Tenant is using the unit to create a nuisance.	Tenant, after written notice to cease and failure to cure, continues to destroy the peace, quiet, comfort or safety of landlord or other tenants. Nuisance activities include creation or maintenance of a dangerous or unsanitary condition in violation of law.
Causing damage or trespassing.	Tenant is trespassing on or damaging property or possessions of landlord or other tenants, or otherwise committing waste.
Allowable "No Fault" Evictions (§ 5.45.040)	Additional Notice Requirements and Limitations
Landlord seeks to imminently demolish or otherwise permanently remove the unit from residential use.	Tenant must receive notice at least 120 days prior to the intended date of final occupancy.
Landlord seeks to recover possession for use as the landlord's or a designated family member's primary residence.	"Designated family members" include parents, grandparents, brothers, sisters, aunts, uncles, nieces, nephews or child(ren). The unit must be occupied as a primary residence within three months of tenant vacating, and continue to be occupied as a primary residence for at least one year.
Substantial health and safety rehabilitation.	Landlord has obtained permits to make substantial repairs that can't be completed while the unit is occupied. Primary purpose of repairs must be to bring the unit into compliance with health and safety codes.

Fremont

Name of Ordinance

City of Fremont Rent Review Ordinance (RRO)
Fremont Municipal Code, Title III, Chapter 9.60.
§§ 960.010–960.130.

Adoption Date

7/22/97, last amended 10/03/17.

Exemptions

None. Ordinance applies to “any housing unit offered for rent or lease in the city consisting of one or more units, including single family homes.” (RRO § 9.60.020.)

Administration

Project Sentinel
39155 Liberty Street, #D440
Fremont, CA 94538
510-574-2270
Fax: 510-574-2275
Website: <http://housing.org/tenant-landlord-assistance/mandatory-mediation>

Registration

Not required.

Rent Formula

The Rent Review Program provides for a review and, if necessary, a formal hearing for any proposed rent increase exceeding five percent in any 12-month period. Landlord must respond to Mediation Services within two business days. Board will void the increase notice if it finds that the landlord did not participate in good faith in conciliation, mediation, and/or fact-finding proceedings. (RRO §§ 9.60.050, 9.60.060.) Unless otherwise agreed to by the parties in writing, only one rent increase is allowed in any 12-month period. (RRO § 9.60.040(e).)

Individual Adjustments

Tenants affected by an increase can contest it by contacting Mediation Services within 15 calendar days. Disputes raised by tenant request are first subject to conciliation, then mediation. If those fail, either party may file a written request for determination of the dispute by a fact-finding

panel. This panel determines if the increase is reasonable by considering costs of capital improvements, repairs, existing market rents, return on investment, and the Oakland/San Jose All Urban Consumer Price Index. Panel’s decision is not binding, but if landlord fails to appear or fails to participate in good faith in conciliation, education, or fact-finding process, that “shall void the notice of rent increase for all purposes.” (RRO §§ 3-1925(g), 1930(e), 1935(l).)

Rent Increase Notice Requirements

Landlords are encouraged to provide at least 90 calendar days’ notice of any rent increase. Notices of rent increase will be invalid unless they contain the specific language set out in RRO § 9.60.040. Notices seeking an increase exceeding five percent must also include a statement setting forth the reason for the rent increase. (RRO §§ 9.60.030 & 9.60.040.)

All tenants, on moving in, must be provided a notice informing them of the dispute resolution programs, and that they can receive a copy by calling the City Office of Neighborhoods at 510-494-4500.

Vacancy Decontrol

Landlord can reset to market following vacancy.

Eviction

Ordinance does not require showing of just cause to evict, so three-day and 30-day notice requirements and unlawful detainer procedure are governed solely by state law.

Note: Because this ordinance does not provide for binding arbitration of any rent increase dispute, it is not a true rent control ordinance. Compliance with any decision appears voluntary, except that if a city mediator or fact finder rules the landlord has failed to appear or act in “good faith” in any conciliation, mediation, or fact-finding proceeding, the rent increase notice can be ruled invalid. In this respect, the ordinance could, under certain circumstances, act as a sort of mild rent control.

Gardena

Name of Ordinance

Gardena Municipal Code (GMC), Title 14 Housing: Chapter 14.04, Residential Rent Mediation and Arbitration, §§ 14.04.010–14.04.300; Chapter 14.08 —Tenant Displacement and Relocation Fees, §§ 14.08.010–14.08.060.

Adoption Date

4/1987. Last amended 2016.

Exemptions

None. Ordinance applies to “any rental unit.” (GMC § 14.04.020.)

Administration

Gardena Rent Mediation Board
1700 W. 162nd Street
Gardena, CA 90247
310-217-9503
Website: www.ci.gardena.ca.us/Departments/CityManagers/rentmediation.html

Registration

Not required.

Rent Control/Vacancy Decontrol

This is a mediation/arbitration ordinance that allows tenants to contest rent increases, not the initial rent charged. Increases exceeding 5% are subject to mediation/arbitration. Landlord may charge any rent after tenant vacates.

Just Cause

Not required. However, with some exceptions, tenants are entitled to a per-unit relocation assistance fee of \$3,000 where they face eviction due to “demolition or removal of a multiple-family residential rental facility, or a condominium conversion or other land use change affecting residential rental property.” (GMC §§ 14.08.010–14.08.060.)

Other

Where a rent increase notice increases the rent to more than 5% over what was charged in the past 12 months, the notice must notify the tenant of the right to have the city Rent Board mediate the increase, by filing a petition within ten business days. If landlord fails to attend mediation or produce documents on request, Rent Board can disallow the increase. If mediation fails, the matter goes to binding arbitration.

Glendale

Name of Ordinance

Just Cause and Retaliatory Evictions ordinance
Glendale Municipal Code (GMC), Chapter 9.30.
§§ 9.30.010–9.30.100. Adopted 2002.

Glendale’s tenant protection scheme consists of three “programs”: Right to Lease, Relocation Assistance, and Just Cause Eviction. The programs applicable vary with the size of the property. Generally, the more units a parcel has, the more programs apply.

Application

Exempt from all programs: Single family homes, condos, townhomes, parcels containing two or fewer units (duplexes), transient housing (30 days or less), Section 8 housing, and/or other government subsidized units.

Exempt from right to lease program: Units located on a parcel containing two or fewer dwelling units, units within a common interest development, except when the Landlord owns 50% or more of the units in the development, transient housing (30 days or less), section 8 housing, or other government subsidized units.

Exempt from Relocation Assistance but subject to Just Cause Eviction and Right to Lease: All non-exempt units developed after 02/01/95. These units are also exempt from the rent rollback provisions.

Exempt from Right to Lease, but subject to Just Cause Eviction and Relocation Assistance: Parcels consisting of 3-4 units.

Parcels consisting of 5+ units are subject to all requirements.

Note: The City of Glendale has a brochure with a useful flow-chart located at: GlendaleCA.gov/Rent

Administration

None specified.

Registration

Not required.

Rent Regulation and Vacancy Decontrol

Because landlords may charge new tenants market rate and can raise rents on renewing tenants to any level, landlords are not subject to “rent control” per se. However, subsequent rent increases exceeding 7% over any 12 month period may trigger relocation payment requirements if tenants choose to vacate rather than pay the increase.

Under the program, rents on subject units must be returned to levels in effect on 09/18/18, plus any subsequent lawful rent increase up to 5% total. This is the new base rent.

Landlords may “bank” and apply unused rent increases to future increases. However, the total bank amount is capped at 21%, and landlords may not use their bank to increase rent more than 15% in a 12 month period without triggering relocation requirements. (GMC § 9.30.033.)

“Right to Lease” Program

A landlord subject to the Right to Lease program must:

- Offer all prospective tenants a minimum 12 month written lease.
- Offer a minimum 12 month written lease and notice of rights to relocation assistance when increasing rent on a tenancy in existence on 03/14/19. Special rules and timelines apply.
- When negotiating new agreements with existing tenants at the end of their lease term, offer a minimum 12 month written lease. Special rules and timelines apply. If the renewal offer increases rent more than 7% (not including “banked” deferred rent increases) tenant can vacate at the end of the term and request relocation assistance.

(GMC § 9.30.025.)

Just Cause for Eviction Program

Landlords cannot evict tenants without one of the 12 “just cause” legal grounds set forth in the ordinance (see below). Landlord must also provide the tenant with written notice of the legal grounds and tenant’s right to relocation benefits, if applicable. (GMC § 9.30.040.)

Relocation Assistance Program

Depending on the number of units, relocation expenses range from either three times the rent after the increase set forth in the landlord’s notice of increase, or an amount based on the Housing and Urban Development Fair Market Rent coupled with the length of tenant’s occupancy. (GMC § 9.30.035.)

Just Cause for Eviction (GMC § 9.30.040)	Additional Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease.	Tenant fails to cure default after written notice. Landlord cannot limit occupancy when additional tenant is a dependent child who is joining either a tenant of record or sole additional adult tenant. Landlord has reasonable right of approval for other additional tenants.
Tenant committing or permitting a nuisance or is causing damage to the unit or property.	“Nuisance” means unreasonable interference with the comfort, safety, or enjoyment of other residents. Nuisance also includes any drug-dealing or gang-related crime or activity as described by the ordinance. Applicable to any area within a 1,000 foot radius of the complex boundary line.
Tenant is using or permitting a rental unit, common areas, or area within a 1,000 foot radius from the complex boundary line, to be used for any illegal purpose.	
Person in possession of the unit at the end of a lease term is a non-approved subtenant.	
Tenant refuses reasonable access to the unit.	
Landlord seeks in good faith to recover possession to demolish or perform other work on the building or unit.	Work performed must equal or exceed 8x monthly rent times number of units upon which work performed; and, the work will render the unit uninhabitable for 30 or more calendar days. Landlord seeking to recover possession to convert unit into a condo, cooperative, or community apartment, must comply with the notice requirements of Government Code Section 66427.1.
Landlord seeks in good faith to recover possession for occupancy by landlord, designated family members, resident manager, or tenants who require case management or counseling as part of the tenancy.	Designated family members include landlord’s spouse, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, or parents. Landlord must be a natural person and may only use this ground to recover possession once for that person in each complex. Special rules also apply to resident managers.
Landlord seeks in good faith to recover possession in order to remove the rental unit permanently from use as rental housing.	
Landlord seeks in good faith to recover possession of the unit to comply with a governmental agency’s order to vacate.	
Landlord seeks in good faith to recover possession of the unit to comply with a contractual agreement relating to the qualifications of tenancy.	Tenant must no longer qualify for tenancy.
Tenant continues to smoke in the unit or common areas where smoking is prohibited.	(GMC § 8.52.080.)

Half Moon Bay

Name of Ordinance

Half Moon Bay
Municipal Code
Title 7 Health and Welfare
Chapter 7.70 Residential Rental Security Measures
§§ 7.70.010–7.70.070

Adoption Date

12/17/19 effective 1/1/20.

Exemptions

The ordinance generally applies to the same properties and tenants as the state Tenant Protection Act of 2019 (AB 1482). See Page 4.

Administration

Half Moon Bay City Manager
c/o City Hall
501 Main St.
Half Moon Bay, CA 94019
650-726-8270

Registration

None.

Just Cause

Ordinance does not require just cause to evict.

Other Features

Minimum lease terms: Landlord must offer the tenant or prospective tenant a written lease with a minimum term of one year. Offers must be made and accepted in writing. If the tenant or prospective tenant rejects the offer, the parties can then enter into an oral or written agreement for a rental term of less than one year.

Written leases with a minimum term of one year must state the amount of rent, which cannot be modified during the term of the lease. Renewals are subject to the same process. (HMBMC § 7.70.020.)

Conciliation and mediation for rental unit disputes is mandatory. (HMBMC § 7.70.030.)

Hayward

Name of Ordinance

Hayward Municipal Code (HMC)
Chapter 12—Housing
Article 1—Residential Rent Stabilization and
Tenant Protection.
§§ 12:1.01–12:1.21

Adoption Dates

6/25/19 effective 7/25/19.

Exemptions

Rent control applies to all residential units except single family homes where the tenancy began after 1/1/96, mobile homes, units built after 7/1/79, cooperatives, government owned or subsidized housing, qualified ADUs, hotels and motels, short-term rentals less than 30 days, nursing and residential treatment facilities, or dormitories.

Just cause eviction protections apply to all residential units except owner-occupied shared-units; owner co-ops; health-care and educational facilities; hotels; and government owned and subsidized housing. (HMC § 12:1.13(a)(1-7).)

Administration

City of Hayward
Rent Review Office
777 B Street, 4th Floor
Hayward, CA 94541
510-583-4454
Website: www.hayward-ca.gov.

Registration

Required Annual Residential Rent Stabilization fee. Failure to pay invalidates any rent increase, and tenant may also use non-payment as a defense against eviction.

Just Cause

Required. See below.

Rent Control

Effective 7/25/19, a landlord may only increase rent up to 5% per year on the anniversary date of the lease. Landlords may exceed 5% to recoup increases in specified utility services and capital costs, or can petition for larger increases in order to obtain fair rates of return. Rent increases may be banked and applied in subsequent years, but aggregate increases cannot exceed 10% in any year and expire after 10 years. (HMC § 12:1.05(a)-(f).)

Vacancy Decontrol

Rent may be returned to market rate when a tenant voluntarily moves or is evicted.

Other

Landlord must post and provide new tenants with a copy of the ordinance or a specified summary, and specific information must also accompany rent increases. Landlord must also provide the City with a copy of any rent increase notice or notice of termination of tenancy within 30 days of serving the notice (HMC §§ 12:1.15–12:1.16.)

Dispute Resolution Process

A tenant may petition for review of a rent increase for: (i) lack of notice, (ii) excessive rent increase, (iii) the annual and banked increases exceed 10%, (iv) excessive utility costs, (v) decreased housing services, (vi) improper capital improvement costs, and (vii) uncured regulatory violations. Special time limits and procedures apply. A landlord may petition for a fair return or for increased pass-through of capital improvement costs. Dispute resolution is a two-stage process beginning with non-binding mediation and progressing to binding arbitration if necessary. (HMC §§ 12:1.07–12:1.10.)

Reasons Allowed for Just Cause Evictions (§ 12-1.13(a-d))	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision following written notice to cease.	Three-Day Notice to Cure Covenant or Quit is used. Provision must be reasonable, legal, and have been accepted by the tenant or made part of the rental agreement. If the provision was added after the tenant first moved in, the landlord can evict for breach only if the tenant was told in writing that he or she didn't have to accept the new term. Notice must give the tenant the option of correcting the problem.
Willful causing or allowing of substantial damage to premises and refusal to both pay the reasonable cost of repair and cease causing damage following written notice.	Even though damage is involved, an ordinary unconditional Three-Day Notice to Quit is not allowed. Only a three-day notice giving the tenant the option of ceasing to cause damage and pay for the costs of repair as demanded by the landlord, is allowed.
Tenant refuses to agree to rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required. However, an improvised notice giving the tenant several days to sign the new agreement or leave is a good idea.
Tenant continues to be so disorderly as to disturb other tenants, following written notice to cease.	Even if the tenant is committing a legal nuisance for which state law would allow use of a Three-Day Notice to Quit, ordinance requires that the three-day notice be in conditional "cease or quit" form.
Tenant, after written notice to cease, continues to refuse the landlord access to the property as required by CC § 1954.	If provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, 30-day notice specifying reason, following written demand for access to property.
Landlord wants to make substantial repairs to bring property into compliance with health codes, and repairs not possible while tenant remains.	The tenant must be given the right of first refusal to re-occupy the unit upon completion of the required work.
Tenant used or allowed the use of the unit or common area for the manufacture, sale, distribution, possession, or use of a controlled substance as defined in state law.	
Tenant threatens verbally or in writing to commit a crime which would result in death or great bodily harm to a tenant, guest, manager, owner, or other person on the premises and a report is filed with the Police Department.	
Landlord wants to remove the unit from the marker via demolition.	Landlord must first obtain all necessary permits. (Although ordinance requires "good faith" to demolish, a euphemism for not doing it because of rent control, the state Ellis Act severely limits cities from refusing demolition permits on this basis.)

Reasons Allowed for Just Cause Evictions (§ 12-1.13(a-d))	Additional Local Notice Requirements and Limitations
Landlord wants to move self, spouse, parent, child, stepchild, brother, or sister into property, and no comparable vacant unit exists in the property.	Landlord must have at least a 51% interest in the property and may not recover possession if a comparable unit is already vacant and available in the property. Thirty-day notice giving specific reason must be used. Landlord must first obtain all permits required for the remodeling, and must give tenant notice giving him or her first chance to re-rent after remodeling is finished. (No requirement for alternative housing.) Thirty-day notice terminating month-to-month tenancy for this reason should specify name and relationship of person moving in.
Landlord wants to move in him- or herself, and lease or rental agreement specifically allows this.	Termination procedure must be in accordance with lease provision. Thirty days' written notice is required to terminate month-to-month tenancy unless agreement provides for lesser period as short as seven days.
Tenant is convicted of using the property illegally.	Three-Day Notice to Quit is used.
Tenant continues, after written notice to cease, to violate reasonable and legal regulations applicable to all tenants generally, if tenant accepted regulations in writing in the lease or rental agreement, or otherwise.	If tenancy is not month to month and violation is very serious, Three-Day Notice to Perform Covenant or Quit. If tenancy is month to month, 30-day notice preceded by written warning.
Lawful termination of apartment manager's employment, where he or she was compensated with use of apartment.	This type of eviction is not covered in this book because the question of what notice is required is extremely complicated, depending in part on the nature of the management agreement. You should seek legal advice.

Healdsburg

Name of Ordinance

Healdsburg Municipal Code (HMC)
Title 9 Public Safety and Welfare
Chapter 9.44 Tenant Relocation Assistance
§§ 9.44.010–9.44.100

Adoption Date

2/3/20, effective the same date.

Exemptions

The ordinance applies to the same properties and tenants as the state Tenant Protection Act of 2019. (HMC §§ 9.44.030 & 9.44.070, mirroring Cal. Civ. Code. § 1946.2.)

Administration

Healdsburg City Manager's Office
401 Grove St, Healdsburg, CA 95448
707-431-3317

Registration

None.

Relocation Assistance

The Healdsburg tenant relocation assistance ordinance supplements the relocation payments owed to low or moderate-income tenants who are covered by the Tenant Protection Act of 2019 and who have received no-fault termination notices. (Cal. Civ. Code § 1946.2.)

In addition to the amount due under the state act (one month), tenants earning 120% or less of the Sonoma County Area Median Income (AMI) are entitled to an additional one month's rent. Tenants earning 80% or less of the AMI are entitled to two months' rent. Tenants must provide proof of income to the landlord. (HMC § 9.44.050.)

Landlords must give two relocation notices: One per state law (the TPA); and a second as required by the Healdsburg ordinance. The local notice must use the exact language set out in HMC § 9.44.060. A copy must be filed with the City Manager's Office. Violations of the relocation requirement are misdemeanors.

Inglewood

Name of Ordinance

Inglewood Municipal Code
Chapter 8 Businesses, Trades and Professions
Article 9. Just Cause Eviction Protections
§§ 8-120–8-124
Article 10. Residential Rent Regulations
§§ 8-125–8-134

Adoption Date

11/5/19.

Exemptions

The Just Cause Eviction Protections ordinance applies to the same properties and tenants as the statewide Tenant Protection Act of 2019. (IMC § 8-121, mirroring CA Civ. Code. § 1946.2) The Residential Rent Regulations ordinance excludes rentals with 4 units or less; units in hotels, hospitals and treatment centers; churches; non-profit tax-credited programs; aged or educational housing; government owned or subsidized housing; and units exempt pursuant to Costa-Hawkins. (IMC § 8-125.)

Administration

Inglewood Housing Authority
1 W. Manchester Blvd #750
Inglewood, CA 90301
310-412-5221
www.cityofinglewood.org/162/Housing

Registration

Required beginning 10/1/20.

Rent Control

Rent increases are capped at 3% or the percentage change in the regional CPI- whichever is greater-of the lowest rent during the 12 months preceding the increase. Increases are limited to one per year. Rents reset to market upon vacancy. Landlords charging below market rents can petition the Rental Housing Board for a 5% increase or the percentage change in the regional CPI, until the rent reaches or exceeds 81% of fair market rents. (IMC §§ 8-127–8-128.)

Just Cause

Required when at least one tenant has continuously occupied the unit for 12 or more months. Because it provides more relocation assistance and additional eviction protections, the Inglewood just cause ordinance, "...shall be enforced in lieu of Civil Code Section 1946.2". (IMC § 8-120.) See below.

Relocation Assistance

Tenants receive a base relocation fee of 3x monthly rent, plus \$2,000 if one or more minors reside in the unit. Disabled, senior and long-term tenants are eligible for additional amounts up to \$7,500. Long-term, disabled, minor and senior tenants are entitled to additional payments. (IMC § 8-121(2).)

Reasons Allowed for Just Cause Evictions— Tenant at Fault:	Additional Local Notice Requirements and Limitations
Tenant breaches lease.	Despite written warning to cease, the tenant continues to substantially violate the material terms of the lease as described in Cal. Civ. Code § 1161(3).
Tenant is engaged in nuisance activity.	Tenant maintains, permits or causes a nuisance as described in Cal. Civ. Code § 1161(4).
Tenant engaged in criminal activity.	Tenant's criminal activity on the property, including common areas, or criminal activity or threats as defined in Cal. Penal Code § 422(a), on or off the property, directed at the owner or owner's agent.
Tenant is committing waste.	Tenant is committing waste as defined in Cal. Civ. Code § 1161(4).
Tenant refuses to execute a new lease.	Tenant's written lease terminated on or after 1/1/20, and after written demand tenant refused to execute a written extension or renewal for an additional term of similar duration with similar provisions.
Subletting in violation of lease.	Assigning or subletting in violation of the lease, as described in Cal. Code Civ. Pro. § 1161(4).
Tenant is a terminated employee.	Failure to vacate after termination as an employee, agent, or licensee as described in Cal. Code Civ. Proc. § 1161(1).
Tenant is using the premises for an unlawful purpose.	See, Cal. Code Civ. Pro. § 1161(4).
Tenant refuses landlord access to the unit.	Tenant, after proper notice, refuses to give landlord reasonable access to the unit.
Tenant refuses to vacate.	Tenant fails to deliver possession after providing written notice per Cal. Civ. Code § 1946 of intention to terminate, or fails to deliver possession pursuant to a written offer to surrender as described in Cal. Code Civ. Proc. § 1161(5).

Reasons Allowed for Just Cause Evictions—No Fault:	The following evictions may require payment of relocation fees:
Owner move-in.	Requires intent to occupy by the owner, spouse, domestic partner, children, grandchildren, parents, or grandparents. For leases entered into on or after 7/1/20, tenant must agree in writing to the termination, or a provision of the lease must allow it. Limits apply (8-120(A)(i-iii).
Withdrawal of unit from market.	
Government order.	Landlord is recovering possession pursuant to a government order that requires vacating the unit or building. (IMC § 8-120(C).)
Intent to demolish or substantially remodel.	'Substantial remodel' means major repairs or modifications that require the tenant to vacate for at least 30 days. (IMC § 8-120(D).)

Long Beach

In response to the 2020 statewide Tenant Protection Act, effective December 31, 2019, the City Council repealed Long Beach Municipal Code Section 8.97 relating to Tenant Relocation Assistance and other protections. As of 1/1/20 only the statewide tenant protections apply to Long Beach.

Los Angeles

Name of Ordinance

Rent Stabilization Ordinance (LAMC), Chapter XV, §§ 151.00–155.09.

Adoption Date

4/21/79. Last amended 5/20.

Exemptions

Applies to units built before 10/1/78, including apartments, condos, duplexes, two or more units on the same parcel, and short-term rentals exceeding 30 days. Certain replacement units demolished and reconstructed on the same property may be subject to recontrol. (LAMC § 151.28.)

Administration

Los Angeles Housing and Community Investment Department (LAHCID)
Main office
1200 West 7th Street, 1st Floor
Los Angeles, CA 90017

For information regarding the ordinance, call the Los Angeles Housing & Community Investment Department at 866-557-7368 (RENT).

Websites: <http://lahd.lacity.org>. Click “Residents” or “Property Owners,” as appropriate for you. For the L.A. Municipal Code, navigate the city’s main website at www.lacity.org.

Registration

Required. Landlords must annually provide the LAHCID the amount of rent and tenancy information for each unit subject to the Rent Stabilization Ordinance. A landlord cannot demand or accept rent for a unit without first serving a copy of a valid registration statement on the tenant. The tenant may defend eviction on the basis that the landlord failed to register the unit. (LAMC § 151.09F.)

Rent Control/Vacancy Decontrol

Annual rent increases are limited to the maximum adjusted rent set annually by the L.A. Rent Adjustment Commission based upon the local Consumer Price Index. (LAMC 151.07A.6.)

Just Cause

Required. (LAMC § 151.09.) Every termination notice must state “the reasons for the termination with specific facts to permit a determination of the date, place, witnesses, and circumstances concerning the reason.” (LAMC § 151.09.C.1.) Tenant may not defend unlawful detainer action on the basis of lack of good cause or failure of the notice to state the reason if tenant has disobeyed a pretrial court order requiring him or her to deposit rent into court; see Code of Civil Procedure Section 1170.5 and *Green v. Superior Court*, 10 Cal.3d 616 (1974). (§ 151.09.E.) State law requires use of a 60-day termination notice of month-to-month tenancy, instead of a 30-day notice, for this city, if the tenant has occupied the premises for a year or more.

Other Features

No-fault evictions require the payment of relocation assistance. The amount varies depending on the length of tenancy, income, whether tenants are “qualified tenants” (senior citizens, disabled tenants, or households with minor dependent children) or “eligible” (all other tenants).

A “mom and pop” landlord owning no more than four residential units and a single-family house may pay a reduced amount to evict for owner move-in by the landlord, landlord’s spouse, children, parents, grandparents, or grandchildren. Owner move-in is limited to once every three years.

“Cash for keys” or buyout agreements where landlords pay tenants to voluntarily move out of rent stabilized units, are subject to special requirements.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision, following written notice to cease. (Landlord may not evict based on breach of no-pets clause added by notice of change of terms of tenancy, where no such clause existed at the outset of the tenancy. LAMC § 151.09.D.)	Three-Day Notice to Cure Covenant or Quit is used. The ordinance requires that the tenant be given “written notice to cease,” which precludes an unconditional Three-Day Notice to Quit, even if the breach can be considered uncorrectable.
Commission of a legal nuisance (disturbing other residents) or damaging the property.	Unconditional Three-Day Notice to Quit may be used.
Tenant is using the property for illegal purpose.	Unconditional Three-Day Notice to Quit may be used.
Tenant refuses to agree to rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required. However, an improvised notice giving the tenant several days to sign the new agreement or leave is a good idea, even though not required by ordinance or state law.
Tenant, after written notice to cease, continues to refuse the landlord access to the property as required by Cal. Civ. Code § 1954.	If provision is in lease, three-day notice giving tenant option of letting you in or moving. If not, and tenancy is month to month, 30-day notice specifying reason, following previous written demand for access to property.
Fixed-term lease has expired, and person occupying property is subtenant not approved by landlord.	Eviction on this basis is allowed only if person living there is not original tenant or approved subtenant. No notice is required. If lease has not expired and contains no-subletting clause, Three-Day Notice to Quit to evict for breach of lease.
Landlord wants to move self, designated family member, or legally required resident manager into property. Landlord must pay tenants a relocation fee of \$7,900–\$19,700, except where moving legally required manager into property. Landlords owning no more than four residential units and a single-family house may pay a lower amount in order to evict for occupancy by the landlord or the landlord’s designated family member. (LAMC § 151.30(E).)	Only month-to-month tenant can be evicted on this ground. Landlord must serve tenant with copy of a form, the original of which must first be filed with the Community Development Department, that specifies the name and relationship of the person to be moving in.
Landlord wants to: (1) Demolish the unit, or (2) undertake “Primary Renovative Work,” under a “Tenant Habitability Plan” filed with the Housing Department, and the tenant is “unreasonably interfering” with that plan; or (3) substantially renovate the rental unit, where the landlord has complied with all necessary notices and relocation requirements, and the tenant has refused to cooperate with the landlord’s plans.	Only month-to-month tenant can be evicted on this ground. 30-day notice specifying this reason used. Landlord must serve tenant with copy of a filed Community Development Department form describing the renovation work or demolition.
Landlord seeks to permanently remove the unit from the rental housing market.	Only month-to-month tenant can be evicted on this ground. 30-day notice specifying this reason used.
	Landlords evicting under tenant no-fault provisions must offer relocation assistance in amounts established by the Los Angeles Housing Community Investment Department (HCIDLA), and must file an application with the HCIDLA before issuing a notice to move out. (LAMC 151.09.)

Los Angeles County

Name of Ordinance

Los Angeles County Code (LACC)
 Title 8—Consumer Protection, Business and
 Wage Regulations
 Division 3—Housing
 Chapter 8.52—Rent Stabilization
 §§ 8.52.010–8.52.200

Adoption and Effective Dates

Effective 04/1/20.

Caveat: These ordinances only cover the unincorporated areas of Los Angeles County. The City of Los Angeles rent stabilization ordinance applies to units located within city limits.

Exceptions

Units exempt under state law, residential units first occupied after 2/1/95, single family homes and condominiums; hotels, education and medical housing; public, voucher, project-based and related government subsidized housing. Tenants receiving designated rental assistance are covered by “just cause” eviction protections but are exempt from rent caps unless base rent exceeds defined payment standards.

Administration

County of Los Angeles
 Department of Consumer and Business Affairs
 (DCBA)
 500 W. Temple St., Room B96
 Los Angeles, CA 90012
 833-223-RENT (7368)
 rent@dca.lacounty.gov
 rent.lacounty.gov

Registration

Owners must register all tenancies annually—as well as changes in tenancies via a web-based Rental Housing Registry System. (LACC § 8.52.080.)

Rent Control/Vacancy Decontrol

Allowable annual rent increases are based on the change in the regional Consumer Price Index (CPI), up to a total of 8% including passthroughs and fees:

- When CPI is 8% or more, the maximum increase is 8%.
- When CPI is between 3%-8%, the maximum increase will be equal to the CPI.
- When CPI is between 1%-3%, the maximum increase will be 3%.
- When CPI is -2%-1%, the maximum increase will be CPI plus 2%.
- When CPI is less than -2%, the maximum increase is zero.

Landlords may reset rents to market rates upon vacancies.

For DCBA “Certified” luxury market-rate units with two or less bedrooms in buildings of 25+ units, where the units had a base rent of \$4,000+/month on 11/11/18, landlord may increase rents by an additional 2% above CPI. (LACC § 8.52.060.)

For Cause or No Fault Termination Required.

Landlords cannot evict tenants without demonstrating either cause or no-fault grounds exist. See below. Landlords must submit a copy of the Notice of Termination to the DCBA. Tenants can challenge the eviction based on failure to comply with just cause eviction requirements. (LACC § 8.52.090.)

Relocation Assistance

Tenants who are subject to no-fault evictions are eligible for permanent relocation assistance of three times the median rent plus average costs. Seniors, disabled, or tenants with minor children

receive one additional months’ rent; and low income households are entitled to two additional months’ rent. Tenants temporarily displaced due to construction that cannot be completed in occupied units are entitled to temporary relocation assistance. (LACC § 8.52.110.)

Special requirements apply to “cash for keys” or buyout agreements, where tenants agree to

vacate in exchange for a fixed payment. (LACC § 8.52.100.)

Other

Landlords must provide all tenants with a proscribed notice of Tenant rights. (LACC § 8.52.120.) Retaliatory eviction and anti-harassment restrictions apply. (LACC § 8.52.130.)

Reasons Constituting Cause for Evictions (LACC § 8.52.090(D))	Additional Notice Requirements and Limitations
Failure to pay rent.	Landlords may use Ordinary Three-Day Notice to Pay Rent or Quit.
Breach of the lease, including unauthorized subletting or damage to unit.	Tenant must be given 10 days to cure the violation upon receiving written notice from landlord.
Tenant fails to allow landlord reasonable access to unit.	
Tenant is using the unit for an illegal purpose or to create a nuisance.	Includes a crime involving a gun, deadly weapon or serious bodily injury for which a police report has been filed, unless committed against a tenant in the same unit; a threat of immediate violent crime against anyone on the premises; or creating or maintaining a dangerous and unsanitary condition which tenant has not cured following written notice to do so. Acts of domestic violence, sexual assault, or stalking against a tenant or member of a tenant’s household cannot form the substantial basis to evict for cause.
Tenant fails or refuses to renew the lease.	Tenant fails to sign a new written, one-year lease with similar terms to an expiring written one-year lease following 90 days’ notice.
Tenant fails to vacate the unit as required by an approved relocation application, and the owner has complied with all requirements.	
Allowable “No Fault” Evictions (LACC § 8.52.090(E))	
Reasons Constituting Cause for Evictions	Additional Notice Requirements and Limitations
Landlord seeks to imminently demolish or otherwise permanently remove the unit from any residential use.	Tenants must receive 120 days’ notice, or up to one year if aged or disabled. Owner’s failure to comply with all no-fault requirements provides tenants the right to return. Notices of termination that do not disclose the reasons for termination are invalid and unenforceable.
Landlord seeks to recover possession for use as a primary residence for landlord or a designated family member.	Designated family members include spouses, registered domestic partners, children, grandchildren, parents, or grandparents. Prior to 4/1/20 the unit must be occupied as a primary residence within 90 days of tenant vacating (beginning 4/1/20 within 60 days) and continue to be occupied as a primary residence for at least one year (three years, beginning 4/1/20). Owner move-in evictions may be limited if the renter’s household is low income or includes a senior or disabled tenant. Special notice provisions apply.

Los Gatos

Name of Ordinance

Los Gatos Rental Dispute Mediation and Arbitration Ordinance, (LGTC) Los Gatos Town Code, Chapter 14, Article VIII, §§ 14.80.010–14.80.315.

Adoption Date

10/27/80. Last amended 9/19/11 (§ 14.80.315).

Exemptions

Rental units on lots with two or fewer units on the same parcel of land, single-family residences, rented condominium units. (LGTC § 14.80.020.)

Administration

Project Sentinel

Rental Dispute Resolution

1490 El Camino Real

Santa Clara, CA 95050

408-402-0307 Ext. 8016

Website: www.losgatosca.gov/347/Rental-Dispute-Resolution-Program. Choose “Government,” then “Town Code.” Rent control provisions are in Chapter 14, Article VIII. The site for the Rental Dispute Program is <http://housing.org/tenant-landlord-assistance/mandatory-mediation>.

Registration

Not required. (However, a “regulatory fee” to pay for program is added to annual business license fee, when business license is required.)

Rent Control

Rent may be increased only once annually and the increase cannot exceed the greater of 70% of the annual percent change in the Consumer Price Index or 5% of the existing monthly rent. Landlord may pass through capital improvements amortized over a period of sixty months or more. Landlord can always increase rent with the written consent of tenants.

Reductions in housing services without corresponding reductions in rent will be considered rent increases.

Vacancy Decontrol

Landlord may charge any rent after a tenant vacates voluntarily or is evicted following Three-Day Notice for Nonpayment of Rent or other breach of the rental agreement. However, once the new rent for a vacated unit is established by the landlord and the property is re-rented, it is subject to rent control based on the higher rent. (LGTC § 14.80.310.)

Just Cause

Not required. However, landlord may not evict primarily to avoid the requirements of the ordinance or in retaliation for tenant exercising rights.

Other Features

Tenant faced with termination notice may invoke mediation/arbitration hearing procedure on eviction issue and stay landlord’s eviction suit; if tenant wins mediation/arbitration hearing, eviction will be barred. (LGTC §§ 14.80.110 and 14.80.115.)

Marin County

Name of Ordinance

Marin County Code of Ordinances (MCCO)
Rental Housing Dispute Resolution
Chapter 5.95, §§ 5.95.010–5.95.090.
Ordinance Requiring Cause to Terminate a
Residential Tenancy
Chapter 5.100, §§ 5.100.010–5.100.110

Adoption Dates

Dispute Resolution: 12/12/17.
Cause to Terminate: 12/17/18.

Exemptions

Dispute resolution applies to all residential dwelling units within unincorporated Marin County. A “Residential Dwelling Unit” contains a separate bathroom, kitchen, and living areas. (MCCO § 5.95.020.)

Cause to Terminate (just cause) applies to all properties in unincorporated Marin County with at least three residential dwelling units. Accessory or junior accessory units and units occupied by property managers are exempt. (MCCO § 5.100.020.)

Both ordinances exempt units owned or operated by government agencies.

Administration

For mediation:
Consumer Protection Unit—Mediation
Marin County District Attorney’s Office
Hall of Justice, Room 145
3501 Civic Center Drive
San Rafael, CA 94903
415-473-6450
consumer@marincounty.org

For cause to terminate:

Community Development Agency
County of Marin
3501 Civic Center Dr # 308
San Rafael, CA 94903
415-499-6269
www.marincounty.org/depts/CD

Registration

Properties subject to the Cause to Terminate Ordinance must register annually with the Community Development Agency. (MCCO § 5.100.080.)

Rent Control/Vacancy Decontrol

Not applicable (ordinances do not regulate rents beyond nonbinding mediation).

Just Cause

Required (see below). A landlord subject to the Cause to Terminate ordinance must have a valid business license, refuse payment of rent and provide tenant with the required Notice of Tenant Rights and Notice of Termination in order to terminate the lease. A negotiated buyout agreement is allowed in lieu of just cause termination. (MCCO § 5.100.040.)

Dispute Resolution

Tenants may invoke mandatory nonbinding mediation when landlords attempt to increase rents or reduce services by more than 5% in a 12-month period. Both parties must participate in a two-step mediation process with a county official from the District Attorney’s office. Landlords may not begin unlawful detainer for nonpayment, and tenants must continue to pay all rent legally due while the parties are engaged in dispute resolution.

Just Cause (Cause to Terminate: § 5.100.040)	Additional Notice Requirements and Limitations
Failure to pay rent	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of Rental Contract	Ordinary Three-Day Notice to Perform Covenant or Quit is used.
Tenant Illegal Activities	Tenant has been convicted of using the unit for an illegal purpose, including serious crime or threat of violence occurring during the tenancy and within 1,000 feet of the unit. Tenant household may cure by removing the offending tenant.
Threat of violent crime	Statement by tenant or by someone at tenant's direction, to anyone on the property, threatening imminent death or great bodily injury.
Nuisance behavior	Tenant, after written notice to cease and time to cure, continues to destroy the peace, quiet, comfort, or safety of the landlord or other tenants. Acts of domestic violence , sexual assault or stalking against a tenant or a member of tenant's household cannot form the "substantial basis of a 'for cause' reason" to terminate the victim's tenancy, and a member of a tenant household may raise such facts as an affirmative defense to an action terminating the tenancy. (MCCO § 5.100.080(b)(6).)
The following circumstances qualify as "No Fault" Terminations	
Landlord is permanently removing the unit from rental market.	
Landlord is moving into unit.	
Substantial rehabilitation for health and safety.	
Landlord intends to imminently demolish the unit or otherwise permanently remove it from any residential rental use. Tenant is entitled to notice of termination at least 120 days before the intended final date of occupancy.	
Landlord, or landlord's parents or children, will move into and reside in the unit as a primary residence. Unit must be occupied within three months of the tenant household vacating, and must continue to be occupied as the primary residence for at least one year.	
Landlord has obtained permits for substantial repairs that cannot be completed while the unit is occupied. Primary purpose of repairs must be to bring the unit into compliance with health and safety codes.	

Maywood

Name of Ordinance

Maywood Code of Ordinances (MCO)
 Title 8—Building Regulations
 Chapter 17 Just Cause and Retaliatory Evictions
 §§ 8.17.010–08.17.090.

Adoption Dates

10/28/08.

Exemptions

Applies to dwelling units “available for rent” except hotels, hospitals, convents, monasteries, churches, religious facilities, extended care and related facilities, dormitories, and rental units that are temporary housing for drug counseling. (MCO § 8.17.020.)

Administration

City of Maywood
 Department of Building and Planning
 4319 East Slauson Avenue
 Maywood, CA 90270
 323-562-5700
 www.cityofmaywood.com

Registration

Apartment license and annual fee required for any separate dwelling on private property. Annual license tax applies where landlord rents two or more units.

Rent Control/Vacancy Decontrol

Not applicable (ordinances do not directly regulate rent levels).

Just Cause

Required (see below).

Relocation Assistance

Tenants displaced because of owner occupancy, unit removal or demolition, or government order to vacate are entitled to twice the fair market monthly rent for a similar sized unit in Los Angeles County, plus \$1,000, divided by the number of tenants in the unit.

No assistance is due when, prior to leasing, tenant received written notice that an application to subdivide or convert the property was filed or approved; tenant is a resident manager being replaced; or landlord is recovering possession pursuant to a governmental order to vacate because of a natural disaster or act of God. Assistance will be offset when tenant also receives government assistance equal to or greater than the amount owed under the relocation ordinance.

Other

Landlord must include designated notice of tenant rights when serving written notice of termination (MCO § 8.17.040.) When terminating for owner-move in, removal from market or demolition, or to comply with an order to vacate, landlord must give tenant notice of relocation rights.

Tenant may raise noncompliance with the ordinance as an affirmative defense. Retaliatory eviction is treated as a criminal infraction, and tenant may also sue for triple damages, reasonable attorney fees, and costs.

Just Cause	Additional Notice Requirements and Limitations
Failure to pay rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Subtenant in possession of unit.	Tenant in possession at the end of the lease term is unapproved (but see “Violation of rental agreement,” below).
Non-renewal.	Tenant has refused a written request to execute a written lease renewal of like duration under the same terms as the expired lease. Any significant written waivers of the prior lease terms must be incorporated into the proposed new lease.

Just Cause	Additional Notice Requirements and Limitations
Violation of rental agreement.	<p>Tenant fails to cure after written notice.</p> <p>Landlord cannot evict based upon occupancy limits when the additional tenant is a dependent child, immediate family member, or sole additional non-family adult joining the tenant of record. However, landlord may reasonably withhold approval of additional adult tenant.</p> <p>Landlord also cannot evict based on unauthorized sublessee if the landlord unreasonably withholds consent following tenant's written request, the tenant continues to reside in the unit, and the sublet constitutes a one-for-one replacement of a departing tenant(s). Failure to respond in writing within 14 days of the tenant's written sublet request will be deemed approval.</p>
Nuisance, waste and disorderly conduct.	<p>Tenant is permitting a nuisance or causing waste to the unit or common areas, which creates "an unreasonable or substantial or permanent interference with the comfort, safety or enjoyment" of other residents. (MCO § 8.17.030(C).)</p>
Tenant illegal purpose.	<p>Tenant is using unit or common areas for (or permitting violations of) specified sections of the California Health and Safety Code, but only when tenant has been convicted of a drug or any violent offense, or any felony, committed on-site.</p>
Denial of access to unit.	<p>Tenant refuses access for reasonable purposes, including safety inspections or showing the unit to prospective purchasers or mortgagees.</p>
The landlord seeks in good faith to recover possession for occupancy by landlord or landlord's designated family member.	<p>Landlord must be a natural person with a minimum 51% ownership stake, and may use this ground only once per designated person per rental complex. Landlord may not recover possession if the tenant has lived in the unit 5 years or longer, and is (1) 60-years or older; (2) disabled; or (3) catastrophically ill, unless the landlord or landlord's relative is also 60-years or older, disabled or catastrophically ill and the landlord has no other unit available. Landlord may recover possession of a unit only once in any 36 month period.</p> <p>Landlord must give tenant notice of all property owned by the intended occupant, the real property address, if any, on which the intended occupant claims a homeowner's tax exemption, and a statement regarding the possibility of the tenant occupying a replacement unit. Once a unit has been repossessed by the landlord, no other unit on the property can be used for landlord or relative occupancy.</p> <p>Special rules apply to resident managers.</p>
Landlord in good faith wants to demolish or permanently remove the unit from rental market.	<p>Demolition permits are required, and the unit must remain off the rental market for at least 5 years.</p>
Compliance with Order to Vacate.	<p>Landlord in good faith wants to recover possession in order to comply with a government agency's order to vacate, or other order that necessitates vacating because of a violation of any provision of law.</p>

Menlo Park

Name of Ordinance

Menlo Park Municipal Code (MPMC)
Residential Leases for Rental Units
(12-month minimum written lease requirement)
Chapter 8.53
§§ 8.53.010–8.53.050.

Tenant Anti-Discrimination

Chapter 8.54
§§ 8.54.010–8.54.060

Tenant Relocation Assistance Ordinance

Chapter 8.56
§§ 8.56.010–8.56.130

Adoption Date

Lease requirement 12/06/16. Tenant Relocation
03/12/19.

Exemptions

Minimum lease requirement applies to multi-family rental properties with four or more units. Excludes rooms rented for less than 30 days, condominiums, community apartments or planned unit developments, hospitals, skilled nursing or care facilities, secondary dwelling units, duplexes and triplexes, and units controlled or regulated by any government agency or authority. (MPMC § 19.40.040(a).)

Relocation Assistance Ordinance applies to all properties consisting of five or more units. (MPMC § 8.56.030(F).)

Administration

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
650-330-6600
www.menlopark.org

Registration

Not required.

Vacancy Decontrol

Minimum lease term ordinance applies to all tenants, both current and prospective. If there is a current written lease agreement with an expiration date in place, a one-year lease must be offered when the lease expires.

Rent Control

Ordinance does not regulate the amount of rents.

Just Cause

Not required. However, certain tenants displaced for qualified reasons are entitled to relocation expenses. See below.

Minimum Lease Term

Landlords must offer tenants or prospective tenants a written lease with a minimum term of one year every twelve months.

Tenants may reject one-year lease options, or agree to other terms. However, rejection of one-year lease options must be documented in writing and signed by tenants. Tenants may use landlord's failure to comply with the ordinance as an affirmative defense in an eviction proceeding or they can seek injunctive relief. (MPMC §§ 8.53.030–8.53.050.)

Other Features

Certain tenant households with annual household incomes below 80% of the area's adjusted median household income (according to the Department of Housing and Urban Development HUD) are entitled to full return of damage deposits, subscriptions to a rental agency service, and the equivalent of 3 months of the HUD-published fair market rent (FMR) for San Mateo County for a comparable sized unit. Special circumstance households (disabled, 62+ years old, handicapped, dependant child(ren), or 5+ years of tenancy) are eligible for an additional month of rent. (MPMC §§ 8.56.030(D)(I), 8.56.050(A)(1-4).) Discrimination based upon source of income is prohibited. (MPMC § 8.54.060.)

Displacements entitled to relocation expenses (MPMC § 8.56.030(B)(1-5))	Exempt displacements (MPMC § 8.56.030(C)(1-5))
Landlord seeks to withdraw all rental housing units from the rental housing market per Ellis Act.	Conversion of a mobile home park.
Landlord seeks to demolish or otherwise remove unit from residential rental housing use after obtaining all permits, if permits are required.	Compliance with an enforcement order of the city's chief building official for which the owner has been ordered to pay relocation expenses under state or federal law.
Landlord recovering possession to remodel, renovate, or rehabilitate the unit(s) resulting in permanent tenant displacement.	Tenant required to vacate due to damage resulting from a natural disaster or accident outside the landlord's control.
Landlord converting building into a condominium, community apartment or stock cooperative.	Temporary displacement (no more than one year) where tenants are provided with alternative housing on-site or nearby.
Change of real property use from residential to non-residential that requires a city permit.	Expiration of a lease that was not extended by the operation of Civil Code Section 1945.

Milpitas

Name of Ordinance

Milpitas Municipal Code (MMC)
Title XII—Housing
Chapter 2—Rent Review Ordinance
§§ XII-2-2.00–XII-14-00

Chapter 3—Tenant Protections
§§ XIII-3-2.00–XIII-3-4.06

Chapter 4—Just Cause Evictions
§§ XII-4-1.00–XII-4-2.07

Effective Date

10/15/19. Just cause 10/15/19

Exemptions

Rent review applies to all residential units except: Housing that has been issued a certificate of occupancy within the previous 15 years; residential property alienable separate from any other dwelling unit (unless owned by a REIT, corporation, or LLC with at least one corporate member); and owner-occupied duplexes. (MMC § XII-2-6.00.)

Just cause eviction restrictions apply to the same properties and tenants as under the state Tenant Protection Act of 2019 (AB 1482). (MMC § XII-4-2.04.) See Page 4.

Administration

Project Sentinel
1490 El Camino Real
Santa Clara, CA 95050
(408) 720-9888
www.housing.org

Rent Control

None. Landlords may set rent at market levels. However, increases of 5% or more may be subject to rent review (see below).

Rent Review (Non-binding Mandatory Mediation and Arbitration)

A landlord or tenant may request mandatory telephone or in person mediation of an annual rent increase of five percent or more, followed if necessary by a hearing before a rent review board. Both mediation and board decisions are non-binding. (§§ MMC XII-2-6.00–XII-2-9.01.)

The parties must participate in good faith. During the review process, tenant must continue to pay rent and landlord must refrain from unlawful detainer proceedings arising solely from withholding of rent. (MMC § XII-2-2.06.)

Just Cause

Required for tenants who have continuously occupied a unit for 12-24 months. (MMC XII-4-2.00.)

Relocation Assistance:

A landlord evicting on “no fault” grounds must pay relocation assistance in the amount of one month’s rent.

Other

Rent may only be increased once every 12 months. However, the parties may agree to more frequent increases in a writing separate from the rental agreement.

Landlords are “strongly encouraged” to provide 90 days notice of rent increases. Notices must be in writing and include specific language regarding the rent review program. A notice of increase exceeding 5% must also state the reason for the increase. Failure to serve proper notice acts as an affirmative defense. (MMC §§ XII-2-4.00–XII-2-4.04.)

Reasons allowed for just cause evictions—tenant at fault. (MMC §§ XII-4-1.00 through XII-4-2.07)	Additional Local Notice Requirements and Limitations
Failure to pay rent.	.
Breach of lease.	“Breach” as defined in Cal. Code Civ. Proc. § 1161(3). Tenant must be given written notice to stop.
Maintaining, committing, or permitting a nuisance.	“Nuisance” as defined in Cal. Code Civ. Proc. § 1161(4). Tenant must be given written notice to stop.
Tenant commits waste.	“Waste” as defined in Cal. Code Civ. Proc. § 1161(4).
Tenant refuses to renew.	Following a written request, tenant refuses to execute a renewal of similar duration and terms.
Tenant refuses to grant landlord reasonable access to unit.	
Tenant’s criminal activity, or using the premises for an unlawful purpose.	Includes criminal activity on the property -including common areas, or “criminal activity” or “threat” as defined in CA Penal Code § 422(a), on or off the property, directed at the owner or an agent. “Unlawful purpose” as described in CA Civ. Proc. § 1161(4).
Unapproved holdover tenant	Tenant at end of lease term is an unapproved subtenant.
Assignment or sublet in violation of the lease.	Defined in CA Code Civ. Proc. 1161(4).
Tenant unreasonably refuses landlord access to the property.	
Tenant fails to vacate the property after providing notice of intent to do so.	
Reasons allowed for just cause evictions—no fault.	
Owner move-in by owner, spouse, domestic partner, children, grandchildren, parents or grandparents.	For leases entered after 7/1/20, either the tenant must agree in writing to the termination, or a provision of the lease must allow the owner to terminate the lease in the event of an owner move-in.
Ellis Act eviction (withdrawing unit from rental market).	
Landlord must evict tenant to comply with a local ordinance or an order from a government agency.	
Landlord is demolishing or substantially remodeling the unit.	

Monterey

Name of Ordinance

None. The “Monterey Voluntary Rental Guidelines” are a 2001 collaboration between landlords, property managers, renters and renter advocates facilitated by the City of Monterey Housing Office.

Creation Date

10/24/01

Adopted by the City of Monterey as part of the “2015-2023 Housing Element” on March 23, 2016.

Exemptions

Completely voluntary: “The City will encourage affordable rents by providing brochures that outline the City’s Voluntary Rental Guidelines, but discourage citywide rent control.” (2015-23 Housing Element, Pgs. 5, 8.)

Registration Requirements

None.

Registration

Not required.

Rent Control and Vacancy Decontrol

None.

Just Cause

None.

Other

The Guidelines are intended to assist “fair and reasonable” resolutions of rental-related issues, and include suggestions such as reasonable rent increases, long-term leases, “communication, openness, availability, responsiveness,” and mediation.

Mountain View

Name of Ordinance

The Community Stabilization and Fair Rent Act, Mountain View City Code (MVCC) Article XVII, Sections 1700 and following.

Adoption Date

November 8, 2016; effective December 23, 2016.
Last amended 5/2018.

Exemptions

Totally exempt. In addition to exemptions required by state law (Costa-Hawkins Act): Rentals to transients; rentals in hospitals, convents/monasteries, nonprofit old-age homes, higher education facilities; rentals operated by nonprofits pursuant to a tax-credit program; government-owned or -subsidized rentals; “companion units”; rentals in a single structure with no more than two units; units with certificates of occupancy dated after December 23, 2016. (MVCC §§ 1703 & 1704.)

Partially exempt (just cause for eviction still applies).

Units with an initial certificate of occupancy dated between February 1, 1995 and December 23, 2016; units governed by the City’s “Affordable Housing Program.” (MVCC § 1703(b).)

Administration

City of Mountain View, Rental Housing Committee (the “Committee”)
City Hall, 500 Castro Street, 1st Floor
Public Works Front Conference Room
650-282-2514 or email chislop@housing.org
Website: www.mountainview.gov/depts/comdev/preservation/rentstabilization.asp

Registration

Landlord’s must register each unit annually by February 1st of each year.

Vacancy Decontrol and Rent Regulation

Vacancy decontrol applies, per state law.

Base rent. For tenancies beginning after October 19, 2015, the base rent is the rent initially charged. (MVCC § 1702(b).)

Base rents may be raised as of September 1 of every year, by an amount to be determined by the Committee (no less than 2%, nor more than 5% of the existing rent). Landlords may “bank” rent increases. No increases allowed for landlords who have not substantially complied with the rent control provisions, whose maintenance of the rentals falls short of state law requirements, or who have failed to make ordered repairs. (MVCC § 1707.) The committee may temporarily decontrol rents when the average annual vacancy exceeds 5%.

Just Cause

Required. See below.

Other Features

Certain just cause evictions require relocation assistance, in amounts established by the Committee. Assistance is not available to those whose household income exceeds 120% of the median household income for Santa Clara County. (MVCC § 1705(b).) All notices underlying just cause evictions must specify the particular cause of the termination. (MVCC § 1705(e).) Landlord may petition for an upward adjustment of rent in order to obtain a fair rate of return; tenants may petition for a downward adjustment based on failure to maintain the premises or decrease in services. (MVCC § 1710.) The Committee and city attorney can bring actions against landlords on the tenant’s behalf. (MVCC § 1714.)

Specific regulations and notice requirements apply to tenant buyout agreements wherein landlords pay tenants money or other consideration (including rent waivers) to vacate rental units.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Failure to pay rent.	
Breach of lease.	Breached term must have been in writing; excludes terms new to the rental since its inception that landlord did not present as optional. Restricts landlord's ability to terminate for subleasing. Restricts ability to terminate due to tenant's addition of specified family member.
Maintaining a nuisance; criminal activity that violates others' rights to quiet enjoyment.	Landlord must first serve a notice to cease.
Failure to give landlord access.	Landlord must first serve a notice to cease.
Necessary and substantial repairs requiring temporary vacancy (more than 30 days).	Landlord must obtain all permits and serve written notice. Tenants have a right of return. Tenants entitled to relocation assistance.
Owner (natural person with at least 50% ownership interest) move-in.	Right extends to specified family members. Protections for tenants who have resided at least five years and are 62 years old or older, disabled, or terminally ill. Tenants have a right of return. Tenants entitled to relocation assistance.
Permanent withdrawal of unit from rental market.	Tenants entitled to 120-day notice or one year (senior or disabled). Tenants have a right of return if plans change. Tenants entitled to relocation assistance.
Demolition.	Landlord must give written notice per state law. Tenants have a right of return if plans change. Tenants entitled to relocation assistance.

Oakland

Name of Ordinance

Oakland Municipal Code (OMC), Title 8, Ch. 8.22, §§ 8.22.010–8.22.250. Residential Rent Adjustment Program.

§§ 8.22.300–8.22.390. Just Cause for Eviction.

§§ 8.22.400–8.22.480. Terminating Tenancy to Withdraw Residential Units from the Rental Market.

§§ 8.22.600–8.22.680. Tenant Protection Ordinance.

§§ 8.22.700–8.22.780. Tenant Move Out Agreement Ordinance.

§§ 8.22.800–8.22.820. Uniform Residential Tenant Relocation Ordinance.

§§ 8.22.850–8.22.870. Relocation Payments for Owner or Relative Move-ins.

§ 8.23.100. Eviction for Nuisance and Illegal Activity.

Adoption Date

10/7/80. Last amended 6/4/2019.

Exemptions

Neither the Rent Adjustment Ordinance nor Just Cause requirements apply to rental units constructed after 1/1/83; rooms in shared single family homes; non-profit or substance abuse short-term housing; health or nursing facilities; or government controlled, regulated, or subsidized units.

On 11/6/18 Oakland voters extended just cause eviction protection to duplexes and triplexes. Additionally, effective 5/4/19 owner occupied duplexes and triplexes are subject to the Rent Adjustment and Tenant Protection ordinances.

Note: A lawsuit has been filed in Federal District Court alleging the Oakland Rent Adjustment Program violates the Federal Americans with Disabilities Act, and the California Disabled Persons Act because the program exempts most handicapped-accessible units from the protections of rent control. *Ian Smith et al, v. City of Oakland*, Case No.: 4:19-CV-05398, (U.S. District Court for the Northern District of CA. 8/28/19.) Resolution is pending.

Relocation Payments

The Uniform Relocation Ordinance, which requires relocation payments to tenants displaced by owner move-in evictions, applies to dwelling spaces “containing a separate bathroom, kitchen, and living area, including a single-family dwelling...”. Thus, *wholly renter-occupied single-family homes and condos built before 1996 are subject to relocation payments*. However, an owner who once used the unit as a principal residence can return without paying relocation fees if the right of return is reserved in the rental agreement. (OMC 8.22.360A.8.) A lawsuit challenging the ordinance’s application to single family homes was unsuccessful. (*Ballinger v. City of Oakland*, Case No. 4:2018cv07186. U.S. District Court for the N. D. of California.)

Administration

Rent Adjustment Program

250 Frank H. Ogawa Plaza, 5th floor

Oakland, CA 94612

510-238-3721

Fax: 510-238-6181

Website: www2.oaklandnet.com. In the Municipal Code, go to Title 8, Chapter 8.22.

Registration

Landlord’s petition or response to a tenant petition will not be considered in a rent adjustment proceeding unless landlord has a current Oakland business license and has paid the Rent Adjustment Program Service Fee.

Vacancy Decontrol

Landlord may charge any rent after a tenant vacates voluntarily or is evicted for nonpayment of rent. If tenant otherwise vacates involuntarily, landlord may not increase the rent for 24 months.

On eviction for reasons other than nonpayment of rent, ordinance allows increase of up to 12%, depending on rent increases over previous 12 months.

Once property is rereanted, it is subject to rent control based on the higher rent.

Just Cause

Under a separate Just Cause for Eviction ordinance (Measure EE), enacted 11/5/02, landlords may terminate a month-to-month rental agreement (or refuse to renew a lease) only when the tenant has failed to pay the rent (or has violated another important lease term), refused to enter into a written renewal of a rental agreement or lease, caused substantial damage, disturbed the peace and quiet of other tenants, engaged in illegal activities, or refused entry to the landlord when properly asked. Landlords may also terminate rental agreements or not renew leases when they want to live in the unit themselves (or intend it for a close family member), or to substantially renovate the unit. (See Municipal Code Title 8, Ch. 22 §§ 8.22.300–8.22.480; also see 11/05/14 Tenant Protection Ordinance (“TPO”), §§ 8.22.600–8.22.680.) (§ 8.22.360.)

Rent may be increased only once in any twelve-month period. Increases are limited based upon the Consumer Price Index or to prior “banked” increases. Owners must petition the Rent Adjustment Program (RAP) for increases exceeding the CPI. (§§ 8.22.065, 8.22.070.) Rent increase notices must also be in a

form prescribed by Section 8.22.070(H)(1), which requires tenant be notified of right to petition rent board. All tenants, on moving in, must be provided a notice informing them of their rights under the ordinance. (§ 8.22.060.) Owners must also post a notice of the ordinance in building’s common areas.

Under Oakland’s Uniform Relocation Ordinance, both owner move-in and removal from market evictions require relocation payments to tenants based on unit size, with an additional amount for elderly, or disabled tenants. (§ 8.22.450.)

Caveat: landlords seeking to recover possession under this ordinance must act in good faith; and special notice, procedural, and burdens of proof requirements apply. (§ 8.22.360(D).)

Tenants displaced due to compliance with building, housing, and fire codes are also eligible for owner-paid relocation payments and assistance. (§§ 15.60.010 and following.)

The Oakland Tenant Move Out Agreement Ordinance regulates move-out or buyout agreements where tenants voluntarily agree to vacate in exchange for negotiated compensation. (O.M.C. §§ 8.22.700 and following.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Tenant Originated Evictions	
Failure to pay rent.	
Tenant continues to violate a provision of the lease after written notice to cease.	Landlord cannot unreasonably withhold the right to sublet if the tenant continues to reside in the unit and the sublet consists of a one-for-one replacement of departing tenant(s). (OMC § 8.22.360(A)(2).)
Tenant refuses to sign a new lease that is identical to the old one.	
Tenant has substantially damaged the unit and refused to stop damaging it or pay for repairs after written notice.	
Nuisance activity continues following written notice to stop.	
Tenant uses rental unit or common areas for illegal activity including the manufacture, sale, or use of illegal drugs. (OMC § 8.22.360(A)(6).)	Under a separate Eviction for Nuisance and Illegal Activity ordinance (§ 8.23.100) the city can force owners to evict individuals pursuant to § 8.22.360(A)(6) or penalize owners for failing to do so. Owners can assign eviction rights to the city and allow the city attorney to handle the eviction. Owners can also remove just the offending tenant and leave innocent tenants in the unit.
Tenant refuses to grant landlord access to unit as required by state law.	

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Owner/Landlord Originated Evictions	
<p>The owner wants to perform substantial repairs to the unit which cannot be completed with the tenant living there.</p>	<p>This appears to be a "Qualifying Relocation Event" that triggers a tenant's right to relocation payments under OMC §§ 8.22.800–8.22.820. (§ 8.22.360(A)(10)(c)(i).)</p> <p>Repairs must "proceed without unreasonable delay" and tenant can't be required to vacate longer than three months without Rent Board permission. Tenant also has first right to return at the same rent and substantially same terms, subject to capital improvement recovery.</p>
<p>Owner wants to recover possession of the unit for occupancy as a principal residence where he or she has previously occupied the unit as a principal residence and has retained the right to recover possession under a written rental agreement with the current tenants.</p>	<p>The Oakland Tenant Move-Out Agreement Ordinance regulates move-out or buyout agreements where tenants voluntarily vacate in exchange for negotiated compensation. The ordinance applies to all rental units, including those otherwise exempt from rent or eviction controls. (OMC §§ 8.22-700–8.22-780.) Tenants may be eligible for statutory relocation payments regardless of any agreements entered.</p>
<p>Owner wants to recover possession for his or her own use as a principal residence, or for owner's spouse, domestic partner, child, parent, or grandparent.</p>	<p>Owner move-in not available where existing tenant has lived in the unit for five years or more and is disabled, 60+ or terminally ill, unless owner or relative also meets one of these criteria. This is a "Qualifying Relocation Event" that triggers a tenant's right to relocation payments (see below). Owner move-ins are further subject to specific payment schedules along with special civil remedies and criminal penalties set forth in the Relocation Payments for Owner or Relative Move-in ordinance (OMC §§ 8.22.850–8.22.870.)</p>
<p>Withdrawal of all rental units on entire property permanently from the rental market.</p>	<p>Tenants are entitled to a minimum 120-day notice, or one year in the case of disabled or senior tenants who have resided in units for at least one year. This is a "Qualifying Relocation Event" that requires relocation payments (see below).</p>
	<p>Relocation expenses: A "Qualifying Relocation Event" triggers a tenant's right to relocation payments under OMC §§ 8.22.800–8.22.820. (OMC § 8.22.360(A)(10)(c)(i).) Payment amounts are adjusted annually on July 1 based upon the Consumer Price Index and unit size. Households including minor children, lower income, elderly, or disabled tenants are entitled to a single additional payment of \$2,500 per unit divided equally irrespective of how many tenants in the unit qualify for the payment. (OMC § 8.22.820.)</p> <p>Low-income and low-asset homeowners can obtain zero-interest loans from the city to pay relocation assistance obligations when performing owner or relative move-in evictions. Eligibility is restricted to small property owners with less than five units who do not meet the standard Fannie May eligibility criteria for investment property cash-out refinance loans, and—if relatives of owners are moving into the unit—who own no other properties and are themselves low or moderate income (defined as below 120% of area median income). On November 28, 2018 a federal lawsuit was filed against the City of Oakland alleging that the Uniform Relocation Ordinance violates the Fifth Amendment's Takings and Public Use Clauses, as well as due process. <i>Ballinger v. City of Oakland</i>. California Northern District Court, Case No. 4:2018cv07186.</p>

Palm Springs

Name of Ordinance

“Rent Control,” Palm Springs Municipal Code (PSMC) Title 4, Chapters 4.02, 4.04, 4.08. §§ 4.02.010–4.08.190.

Adoption Date

9/1/79. Last amended, by initiative, 12/94.

Exemptions

Units constructed after 4/1/79; owner-occupied single-family residences, duplexes, triplexes, and fourplexes; units where rent was \$450 or more as of 9/1/79. (PSMC §§ 4.02.010, 4.02.030.)

Administration

Housing Assistance
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262
760-778-8465
The city website is www.ci.palm-springs.ca.us.

Registration

Required. (PSMC § 4.02.085.)

Rent Control

Rents are limited to 75% of the increase in the Consumer Price Index (CPI), and increases are limited to one per year. Landlords reducing “base year” services (the base year is 1979) must also reduce rents. Landlords can petition the Rent Review Commission for hardship increases based upon fair return on investment. (PSMC §§ 4.08.040, 4.08.060.)

Vacancy Decontrol

Rent controls are permanently removed after tenant voluntarily vacates or is evicted for cause. (PSMC § 4.02.075.) Very few properties remain subject to controls.

Just Cause

Landlords must show just cause to evict for units subject to rent control. After voluntary vacancy or eviction for cause, just cause requirement does not apply anymore. (PSMC § 4.08.060(j)(2).)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision.	Three-Day Notice to Cure Covenant or Quit is used, or Three-Day Notice to Quit where breach cannot be cured, or improper subletting.
Creation or maintenance of a nuisance.	State law allows use of a Three-Day Notice to Quit.
Tenant is using the property illegally.	Three-Day Notice to Quit is used.
Landlord wants to move self, parent, child, grandparent, brother or sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law into property.	Under state law, eviction for this reason is allowed only if rental agreement is month to month. Thirty-day notice giving specific reason must be used.

City of Palo Alto

Name of Ordinance

Palo Alto Municipal Code (PAMC)
 Title 9 Public Peace, Morals and Safety
 Chapter 9.68 Rental Housing Stabilization
 §§ 9.68.010–9.68.050.
 Chapter 9.72 Mandatory Response to Request for
 Discussion of Disputes between Landlords and
 Tenants §§ 9.72.010–9.72.090.

Adoption Date

Housing Stabilization 1980, Mandatory Response
 (mediation), 2002.

Exemptions

Housing stabilization does not apply to owner-occupied units rented for less than one year; subleases for less than one year or where tenancy is an express condition of, or consideration for employment under a written rental agreement. (PAMC § 9.68.030.)

Mandatory Response (mediation) applies to all landlords and tenants “... residing in, owning, or managing residential rental property” with two or more units, or any unit owned by a person or entity owning two or more rental properties within the city. (PAMC §§ 9.72.020–9.72.030.)

Administration

Palo Alto Mediation Program
 1490 El Camino Real
 Santa Clara, CA 95050
 650-856-4062
www.paloaltomediation.com/home.html

Registration

Required. (PAMC § 9.72.050.)

Rent Regulation

None. The ordinance does not regulate rents.

Minimum Lease Requirement

The Rental Housing Stabilization Ordinance requires landlords of most multiple family dwellings to offer a written lease with a minimum one-year term. Tenants must also accept offers in writing, although signing a lease is considered written acceptance. Tenants may also reject the offer and enter into an oral or written agreement for a term of less than one year, but that rejection must be in writing. If landlords and tenants wish to continue their rental relationships after leases expire, landlords must offer additional one-year leases as a renewal option. (PAMC § 9.68.030.)

The Palo Alto Mandatory Response Program requires nonbinding conciliation or mediation of landlord-tenant disputes (rent increases, repairs, deposits) when one of the parties makes a formal request. Landlords must participate, but the results are not binding on either party.

Just Cause

Ordinances do not require a showing of just cause to evict.

Other Features

Landlords must include a specified notice summarizing the right to mediation with any written document “evidencing or changing the terms of tenancy....” Failure to comply renders any rental increase notice unenforceable and provides the tenant with a defense in any legal action brought to collect rent. (PAMC §§ 9.72.070–9.72.080.)

Tenants of multifamily developments with 50-plus units are entitled to relocation assistance for “no-fault” evictions. An additional payment is required where one or more household tenants are elderly, disabled, or minors. (PAMC § 9.68.035.)

Pasadena

Name of Ordinance

Pasadena Municipal Code (PMC)
 Tenant Protection Ordinance
 Chapter 9.75
 §§ 9.75.010–9.75.080.
 Pasadena Municipal Code
 Standards for Conversion Projects
 Chapter 16.46
 PMC §§ 16.46.050–16.46.100.

Adoption Date

2004. Last amended 07/13/19

Exemptions

Applies to multifamily rental units. Exempts single-family residences, condominiums, and state-licensed care facilities. (PMC § 9.75.030.)

Administration

City of Pasadena
 Housing Department
 Housing Rights Center
 649 N. Fair Oaks Avenue
 Suite 202 (Jackie Robinson Center)
 Pasadena, CA 91103
 626-744-8300
 www.cityofpasadena.net

Registration

Not required.

Rent Control

Not applicable (ordinance does not regulate rents).

Just Cause

Not required.

Relocation Expenses

A low-income tenant in good standing whose household income does not exceed 140% of the Los Angeles County Area Median Income is entitled to a relocation allowance and a moving

expense allowance if forced to vacate due to unit demolition, government order, owner move-in, or change in property ownership. A tenant is “displaced in connection with a change in property ownership” when a notice of large rent increase (exceeding CPI plus 5%) is issued within 18 months following a change of ownership, or a lease termination or an eviction within two years. The relocation allowance is equal to 2.5 times the HUD Fair Market Rent. “Long duration” tenants of ten or more years are entitled to a 10% increase on the relocation allowance for each additional year up to a maximum cap of 200%. The moving expense allowance ranges from \$1,338 for adult households up to \$4,033 for a household with dependents, disabled, or senior members. Both allowances are adjusted annually.

Under the Standards for Conversion Projects Ordinance, tenants displaced by condominium conversions are similarly entitled to moving allowances, relocation expenses, counseling and exclusive rights to purchase converted units. Special notice requirements and eviction restrictions apply for households with minor children, seniors, or disabled tenants. (PMC §§ 16.46.050 and following.)

Other Features

Tenants who must vacate temporarily in order for landlords to comply with housing, health, building, or safety laws or government orders are entitled to temporary relocation benefits based on a daily rate equal to two times the daily pro-rata portion of the unit’s rental rate. Landlords must also pay actual costs of moving and storage if tenants must remove personal property. For temporary relocations exceeding 120 days, landlords may instead terminate tenancies and pay all relocation fees. (PMC § 9.75.070.)

Redwood City

Name of Ordinance

Redwood City Code of Ordinances (RCCO)
Chapter 42 Residential Relocation Benefits.
§§ 42.1–42.10.

Redwood City Code of Ordinances
Chapter 42A—Minimum Lease Terms Ordinance
§§ 42A.1–42A.8.

Adoption Dates

Chapter 42: June 11, 1992
Chapter 42A: March 26, 2018.

Exemptions

The Relocation Assistance Ordinance applies only to tenant displacements of one or more units on properties containing five or more units, for designated reasons, with qualified tenants (see below).

The Minimum Lease Terms Ordinance applies to residential properties with three or more units, and excludes transient housing (30 days or less), hospitals, skilled nursing, health or extended care facilities, nonprofit homes for the aged; landlord and tenant shared units, secondary dwellings, condominiums, planned unit developments or community apartments, and government-controlled or -regulated units.

Administration

The Relocation Assistance Ordinance will be administered by the city through a yet to be determined third-party relocation vendor or consultant. Property owners are required to submit a deposit for the total estimated costs of relocation, including city staff time and relocation consultants.

The Minimum Lease Terms Ordinance is intended to be administered without city oversight. The city will intervene through code enforcement on a complaint-received basis.

Registration

Not required.

Vacancy Decontrol

Not applicable (ordinances do not regulate rents).

Relocation Assistance

Landlords must pay relocation expenses to eligible low-income tenants (households earning 80% or less of the Area Median Income) when withdrawing units from the market, performing remodels, renovations, rehabilitations, condo conversions or when changing property use.

Relocation expenses include the cash equivalent of three months' rent, security deposit, and a 60-day subscription to a rental agency service. Landlords will not be subject to those fees in cases where tenants failed to pay rent or otherwise violated lease agreements, or when leases have expired. Certain tenants of "special circumstance households" (e.g., elderly or disabled) will receive the cash equivalent of four months' rent rather than three.

Minimum Lease Term

Landlords must offer a minimum one-year lease, made and accepted in writing. The cost of a one year lease cannot exceed the total cost of a month-to-month lease over 12 months, and renewals are subject to similar duration restrictions. Landlords may end tenancies when the lease term expires. Landlords choosing to renew are required to offer tenants new leases at the end of succeeding lease terms, but can demand whatever rental rate the market will bear. (RCCO § 42A.4.) Landlords must provide tenants with written notice of the ordinance. Failure to comply provides tenants with affirmative defenses in any actions to recover rent or possession. Tenants may also seek injunctive or other relief, and the city attorney is authorized to enforce the ordinance.

Richmond

Name of Ordinance

Richmond, California—Code of Ordinances (RCO) Article XI—Public Safety and Welfare: Chapter 11.100, Fair Rent, Just Cause for Eviction and Homeowner Protection, §§ 11.100.010–11.100.130; Public Safety and Welfare, Chapter 11.102, Relocation Requirements for Tenants of Residential Rental Units, §§ 11.102.010–1.102.110.

Adoption Date

Fair Rent adopted 11/08/16. Relocation adopted 12/20/16, effective 01/2017.

Exemptions

Units exempt per state law (Costa-Hawkins Rental Housing Act); units in hotels, motels, inns, tourist homes and rooming and boarding houses that are rented primarily to transient guests for fewer than 14 days; units in hospitals, convents, extended care facilities, nonprofit homes for the aged, higher education dormitories; units owned or subsidized by the government (but only if applicable law exempts such units from any rent control); permitted, small second housing built in compliance with the city's Second Unit Ordinance; units exempted by the Homeowner Protections portion of the ordinance (homeowner who is the primary resident of a single-family home creates a "temporary tenancy;" temporary tenant does not enjoy ordinance's protections). (RCO §§ 11.100.030 and 11.100.040.)

Administration

City of Richmond Rent Program
Attn: Board member(s)
440 Civic Center Plaza, Suite 200
Richmond, CA 94804
510-620-6576
rent@ci.richmond.ca.us

Registration

All landlords must submit an annual Rent Program Enrollment application for each rental unit, obtain a business license, pay a fee, and comply with the rental inspection program.

Rent Control/Vacancy Decontrol

Maximum allowable rent for controlled units is the rent charged as of July 21, 2015 ("Base Rent") plus annual increases capped at 100% of the Consumer Price Index; if tenant moved in after that date, base rent is the rent paid for the first month. Landlords may raise rents on September 1 of each year, by an amount tied to the CPI for the region. Landlords and tenants can petition for adjustments. Landlord can "reset" to market rent following a voluntary vacancy or one resulting from a just cause eviction (see below).

Just Cause

Required. (RCO § 11.100.050.)

Other Features

Rent. Notice terminating a tenancy must contain the cause for the termination and be filed with the Richmond Rent Board before serving the tenant. Landlord must allege and prove compliance with RCO 11.100.050.

A Richmond Rent Board brochure informing tenant of legal rights and duties must be provided at the commencement of the tenancy and with each notice of rent increase. (RCO § 11.100.070.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Failure to pay rent.	
Breach of a reasonable and legal lease term.	<p>Breached term must have been in writing; excludes terms new to the rental since its inception that landlord did not present as optional. Written notice to cease must be provided. Subleases must be allowed where original tenant continues to reside in unit, sublease replaces departing tenant(s) on a one-to-one basis, and landlord has unreasonably withheld the right to sublease following tenant's written request. If landlord fails to respond to the tenant in writing within 14 days of receipt of tenant's written request, tenant's request is deemed approved. Landlord's reasonable refusal may not be based on the proposed additional occupant's lack of creditworthiness, if that person will not be legally obligated to pay some or all of the rent to the landlord. Landlord cannot oppose addition of tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or domestic partner. Landlord may refuse where total number of occupants will exceed maximum allowed under the Uniform Housing Code. (RCO § 11.100.050.) Landlord's notice must predate termination notice, provide details with which tenant will need to comply, and state that eviction proceedings may result if tenant fails to comply.</p>
Commission or toleration of a nuisance; causing substantial damage.	<p>Landlord must first serve a notice to cease. Landlord's notice must predate termination notice, provide details with which tenant will need to comply, and state that eviction proceedings may result if tenant fails to comply.</p>
Failure to give the landlord reasonable access for repairs, improvements, or showing the unit to prospective purchasers.	<p>Barring emergency affecting a tenant's health and/or safety, all inspections, repair or improvement work must be scheduled in compliance with applicable board regulations. Landlord must show that written notice was provided to the tenant and all necessary repair or improvement work was scheduled in compliance with this section and all applicable board regulations. Landlords may not use lock boxes on occupied units.</p>

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Refusal to temporarily vacate so that landlord can undertake substantial repairs needed to make premises code compliant.	Applies when tenant cannot reside on the property during repairs. Landlord must first have obtained all permits. Where repairs can be completed within 60 days, and tenant agrees in writing to vacate, landlord cannot terminate and cannot demand rent. If landlord owns other available rental property, landlord must offer it as a temporary or permanent rental to tenant, at tenant's option. If tenant vacates, tenant has right of first refusal to reoccupy. Entitled to relocation assistance. (RCO § 11.100.050(a)(5).)
Owner or relative move-in.	Landlord must be a natural person owning at least 50% of the property. Right extends to landlord, landlord's spouse, children, parents, or grandparents. Tenants who have resided in the unit for at least five years and are at least 62 years of age or disabled; or who are terminally ill, may not be evicted under this provision (unless landlord or enumerated relative also meets the exemption criteria and no other unit is available for that person). Landlord must serve 120-day notice or one year (tenants who are disabled or senior). The landlord or relative must plan to occupy the unit within 90 days after tenant vacates and to make unit their primary residence for at least 36 consecutive months. (RCO §§ 11.100.050, 11.102.030.) Tenants have rights to relocation assistance and of return.
Withdrawal from the rental market or demolition.	Tenants have rights to relocation assistance and of return. Tenants entitled to a 120-day notice (one year if tenant is senior or disabled). (RCO § 11.102.030.)
Terminating a temporary tenancy.	Landlord has previously occupied the single-family home as its primary residence and seeks to recover it from a temporary tenant who has lived there no more than 12 consecutive months.

Sacramento

Name of Ordinance

Sacramento City Code
Title 5
Business Licenses and Regulations
Chapter 5.156
Sacramento Tenant Protection Act
5.156.010–5.156.150

Adoption and effective Dates

Effective 9/12/19. Ordinance expires on December 31, 2024.

Exemptions

Applies to all rental units built before 2/1/95 and rented for at least 30 days, unless exempt under Costa–Hawkins. Includes downtown single room residential hotels, but not single family dwellings, condominiums or stock cooperatives. (SCC § 5.156.030.)

Administration

Sacramento City Manager
915 I Street
Sacramento, CA 95814
(916) 808-5704
Website: www.cityofsacramento.org/City-Manager

Registration

Landlords must register and pay an annual fee.

Rent Control

A rent increase cannot exceed 5% plus the percentage of the annual increase in the cost of living adjustment promulgated by the U.S. Department of Labor, Bureau of Labor Statistics. The total increase is capped at 10%, and only one increase is allowed in any 12-month period. (SCC § 5.156.050.)

The “base rent” for purposes of calculating increases is the monthly rent in effect on 7/1/19. For tenancies commencing thereafter, the base rent is the initial monthly rent set forth in the lease—or if no lease exists the amount charged upon initial occupancy. The base rent resets to the market rate upon vacancy.

Landlords seeking higher increases can file a “Fair Return Adjustment” petition. (SCC § 5.156.060.)

Just Cause to Evict

Required for tenants who have lived in units for more than 12 months (see below).

Other

Landlord must give tenant advance written notice of rent adjustments, information about tenant’s rights, and the basis for terminating a rental agreement. Failure to comply with the ordinance is an affirmative defense in an eviction action. (SCC § 5.156.050.)

Reasons Allowed for Just Cause Evictions— Tenant at Fault (SCC § 5.156.090(A-C))	Additional Local Notice Requirements and Limitations
Failure to pay rent.	Tenant fails to pay rent after receiving a notice to quit or pay rent.
Breach of rental housing agreement.	Tenant must be given a written notice to cease, reasonable time to cure, and be informed that failure to cure may result in eviction.
Criminal or nuisance activity.	Tenant engages in criminal activity in the unit or common areas; or after receiving a notice to cease continues conduct that destroys the peace, quiet, comfort, or safety of other tenants in violation of a local or state nuisance law.
Failure to give access.	After receiving notice and three proposed dates for access, the tenant still won’t allow access to the unit.

Reasons Allowed for Just Cause Evictions—No Fault	The Following No Fault Evictions Require 120 days' Advance Written Notice of Lease Termination.
The unit requires necessary and substantial repairs to bring it in compliance with applicable laws affecting tenant health and safety.	Tenant must either be given first right to return to the unit following repairs, or be offered a comparable unit.
Landlord or landlord's immediate family moves into the unit.	Landlord or family member must use the unit as a primary residence for a period of at least 12 months.
Landlord withdraws all of the units in the building from the rental market for at least 12 months.	

San Diego

Name of Ordinance

“Tenants’ Right to Know Regulations.”
San Diego Municipal Code (SDMC)
§§ 98.0701–98.0760.

Adoption date

3/04, last amended 10/11.

Exemptions

Institutional facilities, such as schools; government-owned or -subsidized property subject to substantially similar or greater state or federal eviction controls; rentals to boarders in the landlord’s principal residence, where landlord and tenant share facilities; hotel, motel, rooming house rentals that are not single-room occupancy hotel rooms (as defined by San Diego Municipal Code Chapter 14, Article 3, Division 5); mobile homes; transient occupancies as defined by Civil Code Section 1940(b). Does not apply to tenants who have lived on the property less than two years. (SDMC § 98.0730.)

Administration

None specified.

Registration

Not required.

Rent Control/Vacancy Decontrol

Not applicable (ordinance does not regulate rents).

Just Cause

Required for tenants with at least two years of tenancy. At the time landlord delivers a 30-, 60-, or three day notice, landlord must also provide the tenant with a written notice that recites the landlord’s legal grounds for terminating the tenancy.

Other Features

In an eviction lawsuit brought by the landlord to recover possession of the rental, the tenant may raise as an affirmative defense the landlord’s failure to abide by any provision of the ordinance.

On September 11, 2018 the San Diego City Council adopted the “Source of Income Discrimination Ordinance” prohibiting landlord discrimination against recipients of both government assistance—including Section 8 voucher holders—and tenants who receive benefits or vouchers from nonprofit organizations.

Penalties include up to three-times their monthly rent or advertised rent, injunctive relief, punitive damages, incurred costs, and attorneys’ fees. Owner-occupied properties are exempt. (SDMC §§ 98.0801 and following.)

Reasons Allowed for Just Cause Evictions (SDMC §§ 98.0730(a-1))

Refusal to give the landlord reasonable access to the rental unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by the lease or by law, or for the purpose of showing the rental unit to a prospective purchaser or mortgagee.

Nonpayment of rent, violation of “a lawful and material obligation or covenant of the tenancy,” commission of a nuisance, or illegal use of the premises.

Refusal “after written request of a landlord” to sign a lease renewal “for a further term of like duration with similar provisions.”

To make necessary repairs or perform construction when removing the tenant is reasonably necessary to do the job, provided the landlord has obtained all necessary permits from the city.

When the landlord intends to withdraw all rental units in all buildings or structures on a parcel of land from the rental market, or when the landlord, a spouse, parent, grandparent, brother, sister, child, grandchild, or a resident manager plans to occupy the rental unit. These grounds may be used only if the tenancy is month to month (under state law, tenant is entitled to 60 days’ written notice).

San Francisco

Name of Ordinances

Residential Rent Stabilization and Arbitration Ordinance, San Francisco Administrative Code (SFAC), Chapter 37; and San Francisco Ordinance No. 218-14, “Short Term Rental Ordinance.” Effective February 1, 2015, Administrative Code Chapter 41A (known as the Residential Unit Conversion Ordinance) was amended to allow tenants and owners who are permanent residents to rent all or a portion of their unit for tourist or transient use under certain conditions. Note that landlords may still prohibit such rentals.

Adoption Date

6/79. Last amended 12/19.

Exemptions

Rent stabilization and arbitration: Units constructed after 6/79; buildings over 50 years old and “substantially rehabilitated” since 6/79. (SFAC §§ 37.2(f) and 37.2(s).)

NOTE: Effective 1/20/20, Ordinance No. 296-19 (“the Haney Amendment”) extends the Rent Ordinance “just cause” eviction provisions (formerly applicable only to units built prior to 6/79) to *all* apartment buildings in San Francisco, irrespective of build date.

Administration

San Francisco Rent Board
25 Van Ness Avenue, Suite 320
San Francisco, CA 94102
415-252-4602
Fax: 415-252-4699
“Fax-Back” Service (fax a question, they fax you an answer): 415-252-4660
Websites: www.ci.sf.ca.us for the city; for Rent Board, www.sfrb.org. The Municipal Code/ Administrative Code is available from the city official site, <http://sfgov.org/government>. Rent control laws (in superior format) and regulations are available from Rent Board site.

Registration

Not required.

Rent Control/Vacancy Decontrol

Annual rent increases are limited to 60% of the regional cost of living increase. Landlord may charge any rent after a tenant vacates voluntarily or is evicted for cause. Once property is re-rented for a year, it is subject to rent control based on the higher rent.

Just Cause

Required. Every termination notice must state “the grounds under which possession is sought” and must advise the tenant that advice regarding the notice is available from the board. (SFAC § 37.9.)

Other Features

Tenant or board may sue landlord, following either unsuccessful eviction attempt or successful eviction based on falsified reason, for treble damages and attorneys’ fees. (SFAC § 37.9(f).) Landlord must file copy of tenancy termination notice (except Three-Day Notice to Pay Rent or Quit) with Rent Board within ten days after it is served on the tenant. (SFAC § 37.9(c).) Must have just cause to remove certain housing services (such as parking and storage facilities) from a tenancy. (SFAC § 37.2(r).)

SFAC § 37.3(11)(A), prohibits rent increases solely because of the addition of an occupant to an existing tenancy, notwithstanding a lease provision permitting such an increase; allows additional occupants (within specified occupancy limits) to occupy the rental unit notwithstanding a lease provision that limits the number of occupants or limits or prohibits subletting, if the landlord has unreasonably denied the tenant’s request to add such occupant(s); requires landlord to provide 10-day opportunity to cure breach of lease for the unauthorized addition of occupants; amends provisions concerning certain just cause reasons for eviction; changes certain eviction notice requirements; imposes re-rental restrictions after certain no-fault evictions.

Landlords are required to provide tenants specific written disclosures and file a form with the Rent Board certifying that the statutory written disclosures were provided to the tenants before initiating a buyout negotiation with the tenants. Buyout agreements are now required to be in writing and include specific statements in order to take effect. Landlords will have to file a copy of the buyout agreement with the Rent Board and keep certain records for up to five years. Tenants will have 45 days to rescind any buyout agreement even if the landlord follows all of the new rules and procedures. If a landlord either fails to provide the written disclosures to the tenant, or fails to follow the filing and record-keeping rules of the new law, or if the buyout agreement fails to conform to the new law, the tenant, the City, or certain nonprofit groups will be able to sue the landlord for actual and statutory damages and recovery of attorneys’ fees. In addition, beginning October 31, 2014, any buyout agreement of an elderly or disabled tenant with more than 10 years of occupancy, or a catastrophically ill tenant with more than five years of occupancy, will bar the property forever from condo conversion. The buyout of “two or more tenants” beginning October 31, 2014, will delay condo conversion by a minimum of 10 years.

The legislation is ambiguous as to whether the law limits condo conversion for 10 years when there is only one buyout agreement of two or more tenants, or buyout agreements of two or more tenants from two or more units; and as to whether the limits on condo conversion due to buyout agreements apply to lottery condo conversions only, or include nonlottery condo conversions, as well. Litigation regarding the validity of the entire law, as well as specific ambiguous and/or overreaching provisions of the law, has begun.

Under Proposition F, passed on June 5, 2018, qualified tenants facing eviction are entitled to full legal representation paid for by the city, starting within 30 days of receiving an eviction notice or immediately upon being served with an eviction lawsuit. Excludes tenants who live in the same unit as their landlord or master tenant. All other tenants can access the program regardless of income, unless they are already receiving equivalent representation from another state or federal program.

San Francisco also prohibits landlords from discriminating on the basis of “all lawful sources of income or rental assistance from any federal, State, local, or nonprofit-administered benefit or subsidy program.” (S.F. Police Code, § 3304, subd. (a)(5).)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Tenant “habitually pays the rent late or gives checks which are frequently returned”	This can only be used if tenancy is month to month, by using 30-day notice.
Breach of lease provision, following written notice to cease.	Three-Day Notice to Perform Covenant or Quit is used. Tenant must be given “written notice to cease,” which precludes an unconditional Three-Day Notice to Quit, even if the breach is uncorrectable.
Commission of a legal nuisance (disturbing other residents) or damaging the property.	Unconditional Three-Day Notice to Quit may be used.
Tenant is using the property for illegal purpose.	The tenant is using or permitting a rental unit to be used for any illegal purpose, provided however that a landlord shall not endeavor to recover possession of a rental unit solely: (A) As a result of a first violation of Chapter 41A that has been cured within 30 days’ written notice to the tenant; or, (B) because the illegal use is the residential occupancy of a unit not authorized for residential occupancy by the city. (SFAC § 37.9(4).)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
<p>Tenant refuses, after written demand by landlord, to agree to new rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.</p>	<p>This applies only when a lease or rental agreement expires of its own terms. No notice is required. However, a written notice giving the tenant at least three days to sign the new agreement or leave should be served on the tenant with the proposed new lease or rental agreement.</p>
<p>Landlord owning at least 25% interest (10% if bought before 2/91) wants to move self, parent, grandparent, child, grandchild, brother, sister, or spouse (including domestic partner) of any of the foregoing into the property. Note that spouses and domestic partners (those registered as such pursuant to the SFAC Chapter 62.1 and 62.8) may aggregate their interests, but not tenants in common. Evictions for this reason are known as “owner move-in” evictions, or “OMI” evictions. They are the most contentious type of eviction and are often the subject of prolonged litigation. Before commencing an OMI eviction, you would be well advised to check the ordinance and the Rent Board website, which is extremely helpful, for updates, details, and any added regulations.</p>	<p>Eviction for this reason is allowed only if rental agreement is month to month. Also, ownership must have been previously registered with board.</p> <p>By popular vote in November 1998 (Proposition G), effective December 18, 1998, OMIs are not allowed as to: (1) Seniors 60 years of age or older who have lived in the rental for at least ten years; (2) disabled or blind tenants who meet the Supplemental Security Income/California State Supplemental Program (SSI/SSP) criteria for disability, as determined by the program or any other method approved by the Rent Board, who have lived in the rental for at least ten years; and (3) tenants with a “catastrophic illness” (as certified by the tenant’s primary care physician) who have lived in the rental for at least five years. There are several restrictions to allowable OMIs. The landlord must live in the same building as the unit that is the subject of the OMI (unless the landlord owns only one unit in the building). Only one “owner move-in” eviction is allowed for a single building. The unit that is the subject of the first OMI becomes the designated OMI unit for that building for the future. Landlords may not do an OMI as to a particular unit if there is a comparable vacant unit in the building, and must cease eviction proceedings if a comparable unit becomes available prior to recovering possession. For buildings of three or more units built before 6/79, the landlord must obtain a conditional use permit from the city planning department. Certain tenants will be entitled to a \$1,000 relocation benefit from the landlord. The landlord or other qualified relative who occupies the recovered unit must move in within three months and reside there continuously for 60 months. Where tenant has lived in property over a year, and has a child attending school, evictions during school year are prohibited under some conditions. (SFAC § 37.9(j).) Following service of OMI notice, initial rent landlord may charge a new tenant is limited for a five-year period to no more than what displaced tenant would have paid had displaced tenant remained in occupancy.</p> <p>Tenant who was charged excess rent during the five-year period following an OMI notice can sue landlord for treble damages and/or injunctive relief.</p> <p>Nonprofit San Francisco tenant rights organizations can sue for wrongful eviction and collection of excess rent following an OMI eviction. The statute of limitations for such actions is three years, and monetary awards for rent overpayments may be doubled rather than trebled.</p>

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Tenant, after written notice to cease, continues to refuse the landlord access to the property as required by Cal. Civ. Code § 1954.	If provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, 30-day notice specifying reason, following written demand for access to property.
Landlord wants to sell unit following condominium-conversion approval pursuant to separate city ordinance.	Allowed only if rental agreement is month to month. Ownership must have been previously registered with board. Landlord must get all necessary approvals first. New tenants must stay there for a year.
Landlord wants to demolish the unit.	Allowed only if rental agreement is month to month. Ownership must have been previously registered with board. Landlord must obtain all necessary permits first.
Landlord wants to rehabilitate the property or add capital improvements.	Allowed only if rental agreement is month to month. Ownership must have been previously registered with board. Can't evict if rehab financed by city with "RAP" loans. If improvements are not "substantial rehabilitation" of building 50 or more years old, landlord must give tenant right of first refusal to reoccupy property when work is completed.
Landlord wants to permanently remove property from the rental housing market.	Allowed only if rental agreement is month to month. Ownership must have been previously registered with board. Although the ordinance requires that the landlord must pay relocation compensation of \$1,500-\$3,000, the Court of Appeal ruled in a case involving Berkeley's ordinance that this requirement was illegal, as preempted by the state Ellis Act. (See <i>Channing Properties v. City of Berkeley</i> , 11 Cal.App. 4th 88, 14 Cal.Rptr.2d 32 (1992).)
Fixed-term lease has expired, and person occupying property is subtenant not approved by landlord.	No notice is required. Ordinance allows eviction on this basis only if person living there is not original tenant or approved subtenant. (If lease has not expired and contains no-subletting clause, Three-Day Notice to Quit to evict for breach of lease used.)

San Jose

Name of Ordinance

San Jose Apartment Rent Ordinance, Tenant Protection Ordinance, San Jose Municipal Code (SJMC) Chapter 17.23, and companion regulations.

Adoption Date

§ 17.23.1200 and following, adopted 11/2016. Last amended 12/2018.

Exemptions

Applies to all units built before September 7, 1979, except condos, townhouses and other buildings with two or fewer dwelling units; rooms rented for less than thirty days; hospitals; extended care facilities; emergency residential shelters; asylums; nonprofit homes for the aged, fraternity houses, sorority houses, or dormitories; government-operated or -subsidized rental units. (SJMC § 17.23.150.)

Note: Covered units that are withdrawn and returned to the market—or demolished and rebuilt—are subject to recontrol for up to 10 years. (SJMC § 17.23.1180(A-C).)

Administration

San Jose Rental Rights and Referrals Program
200 East Santa Clara Street
San Jose, CA 95113
408-975-4480

Registration

Annual registration and fee required.

Eligible units automatically enrolled into Tenant Cause Protection when tenant submits written complaint to either the landlord or a city agency about repair issues, defects, or related violations.

Eligible unit also enrolled when (1) material code violation discovered during city inspection; (2) landlord won't allow an inspection and the inspector obtains a warrant; (3) unit is subject of court order or other action for housing, building, or fire code violation; (4) unit is within the 12-month

period before removal from rental market under the Ellis Act; (5) the apartment is subject to the San Jose Apartment Rental Ordinance and is unregistered; (6) unit is unpermitted; or (7) property owner is renting one or more units short-term. (SJMC § 17.23.1220.)

Rent Control/Vacancy Decontrol

Rent increases may only be given once in a 12-month period. Annual general rent increases may not exceed the monthly rent charged for the previous 12 months multiplied by 5%. Landlords seeking higher increases must follow a petition for fair return process. (SJMC § 17.23.310.) Unit returns to market rate upon voluntary vacancy or an eviction based on just cause.

Just Cause

Required (see below). (SJMC § 17.23.1250.)

Other

Tenant buyout regulations provide specific tenant protections when landlords pay tenants to vacate rental units. Landlords must also file signed buyout agreements and required disclosure forms with the Rent Board. (San Jose ARO Regulations for Chapter 17.23 of Title 17.)

Landlord may not disclose or threaten to disclose tenants' immigration or citizenship status to authorities for the intent of retaliation and must post a city-provided notice in the common areas regarding this prohibition and other rights. Landlord also may not threaten to bring an action to recover possession, cause the tenant to quit involuntarily, serve any notice to quit or Notice of Termination, reduce services, report or threaten to report the tenant, tenant household, or individuals the landlord knows to be associated with the tenant to the immigration authorities, or increase the rent where the landlord's intent is retaliation against the tenant for the tenant's assertion or exercise of rights.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Failure to pay rent.	
Material or habitual violation of the lease.	Landlord must issue written demand to cure based on terms tenant initially accepted in writing or as part of rental agreement. If terms added after creation of tenancy, tenant must have accepted terms/made them part of rental agreement after landlord notified tenant in writing that tenant need not accept such terms. Allowing additional specified family member occupants is not a material violation provided the total number of occupants does not exceed the number permitted by the rental agreement or two adults per bedroom, whichever is greater. Landlord's refusal to allow nonspecified family member must not be unreasonable. (SJM C § 17.23.1250(2)(b)(ii).)
Substantial damage to the unit.	Landlord must give tenant written notice to cease and reasonable time to cure.
Refusal to agree to a like or new rental agreement upon expiration of a prior rental agreement.	Existing lease must have expired and proposed new agreement contains no different or unlawful terms.
Nuisance behavior.	After receiving written notice to cease, tenant continues disorderly conduct that destroys the peace, safety, or comfort of landlord or other tenants in the structure.
Criminal activity.	When evicting a tenant for criminal activities, the offending tenant—rather than the entire household—can be removed from the unit. If the criminal charges are later dismissed or reduced, the tenant may return to the unit if the household still resides there and consents to the return. Landlord may evict the entire household if, after notice, the residents fail to remove a violating tenant and amend the lease (where necessary) within a reasonable time. Residents must either file a restraining order or provide evidence of similar steps being taken to remove the violating tenant, or remove the violating tenant from the household and provide written notice to the landlord that the violating tenant is gone. A “violating tenant” means an adult tenant indicted by a grand jury or “held to answer” for a serious or violent felony (as defined under Penal Code § 1192.7) committed during the tenancy and within 1,000 feet of the premises. The criminal history of a tenant prior to the tenancy is not a basis for eviction. (SJM C § 17.23.1250(A)(13).)
Refusing access to the unit, requested in accordance in law.	Written notice to cease and reasonable time to comply are required. If provision is in lease, landlord can use three-day notice giving tenant option of allowing access or moving. If not, and tenancy is month to month, landlord can use 30-day notice specifying reason, following written demand for access to property.
Unapproved holdover subtenant at end of lease term.	No notice required. Eviction on this basis is allowed only if person living there is not original tenant or approved subtenant.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Substantial rehabilitation of the unit to bring unit into code compliance.	Must first obtain all required permits; repairs must cost at least 10 times monthly rent times number of units being repaired, and must render the unit uninhabitable for 30+ days. Tenant must be given right to reoccupy unit at comparable rent or be offered any comparable unit owned by landlord. Landlord must also provide relocation assistance per SJMC § 17.23.1250(B).
Withdrawal from market or demolition of all rental units.	120-day eviction notice must be provided. Disabled tenant who has resided in the unit for more than one year, or an elderly tenant, must receive one-year notice. Tenant is entitled to relocation benefits based upon the number of bedrooms in the unit, up to \$12,414. Households with one or more low-income, elderly, disabled, terminally ill tenants; or who have a child enrolled in a K-12 school, are entitled to an additional 40% of the base payment. (SJMC § 17.23.1250.)
Owner move-in.	Owner must have at least 50% interest in the unit. Owner or family member's occupancy must be at least 36 consecutive months and must commence within three months of vacancy. If moving in family member, owner's principal residence must be located in same building. Owner must pay relocation assistance per SJMC § 17.23.1250(B).
Court or city issued order to vacate.	Landlord must provide relocation assistance.
Landlord seeks to recover the unit to end an unpermitted use.	Landlord must give relocation assistance.

San Leandro

Name of Ordinance

San Leandro Municipal Code (SLMC)

Rent Review Ordinance

Title 4, Public Welfare

Chapter 4-32 Rent Review

§§ 4-32-100–4-32-500.

Chapter 4-37 Tenant Relocation Assistance

§§ 4-37-100–4-37-500.

Adoption Date

Rent Review, 4/2/01. Tenant Relocation Assistance, 10/18/17.

Exemptions

Rent review applies to any housing unit offered for lease on a parcel containing at least two tenant-occupied housing units. Single-family, condominium, and townhome rental units are exempt. (SLMC § 4-32-105.)

Relocation assistance applies to any unit in a parcel with two or more tenant occupied housing units, including duplexes. Single family homes and government subsidized (Section 8) units are exempt.

Administration

Rent Review Board

City of San Leandro

835 East 14th Street,

San Leandro, CA 94577

510-577-6003

tliao@sanleandro.org

Registration

Not required.

Vacancy Decontrol

Not applicable (ordinance does not regulate rents).

Just Cause

Not required.

Rent Review

Provides for voluntary nonbinding dispute resolution when landlords seek either two or more rent increases within a 12-month period, or any increases exceeding 7%. (SLMC § 4-32-300.)

Mediation and nonbinding arbitration hearings are conducted by a city-council-appointed Rent Review Board. The city manager can hear limited appeals.

Landlords must include a designated notice of the rent review procedure with any rent increases. Violation renders increases void and operates as a complete defense to unlawful detainer actions based on failure to pay rent increases. Tenants may recover all illegal rent increase amounts paid. Landlords must properly renotify tenants prior to demanding or accepting any increases in rent.

Relocation Assistance

Tenants subject to a landlord-caused termination are entitled to relocation assistance. “Landlord-caused termination” means the landlord takes some action to terminate the tenancy—including a rent increase exceeding 12% over any twelve-month period which causes the tenants to vacate. (SLMC § 4-37-200(f).)

Relocation assistance equals either 3x the current rent, or 3x the current Fair Market Rent for the Oakland-Fremont metropolitan area. ‘Special-circumstance households’ (at least one resident is age 62+ or under 18, or disabled) are entitled to an additional \$1,000 per unit. Assistance is capped at \$7,000 per unit. (SLMC § 4-37-200.) Specific notice and payment schedules apply. (SLMC §§ 4-37-315, 4-37-320.)

Under SLMC § 4-37-200(f) the following events are not 'landlord-caused terminations' which require the payment of relocation assistance

Tenant fails to pay rent.

Tenant breaches lease.

Tenant engages in illegal activities.

Tenant fails to allow landlord access following legal notice.

Unit uninhabitable through no fault of landlord (e.g., tenant's negligence or willful misconduct, earthquake, fire, flood).

Lawful termination of employment and employment was a condition of the lease (e.g., on-site property manager).

Unit requires temporary repairs and landlord provides tenant with short-term alternative housing during renovation.

Planned renovations where landlord notifies tenant before entering lease of intent to remodel the property. Landlord must submit plans to the City when notifying tenant of the termination of tenancy.

Landlord or designated family member moves in to the unit.

San Rafael

Name of Ordinance

San Rafael Municipal Code (SRMC)
Title 10, Businesses, Professions, Occupations,
Industries and Trades

Chapter 10.100

Rental Housing Dispute Resolution

§§ 10.100.010–10.100.080.

Chapter 10.105

Cause Required for Eviction

§§ 10.105.010–10.105.090.

Effective Date

07/17/19.

Exemptions

Mediation applies to all dwelling units, including single-family homes, units in multifamily or multipurpose dwellings, condominium or cooperative projects, or units leased to households within the meaning of California Civil Code Section 1940. Government owned or subsidized units are excluded. (SRMC § 10.100.020.)

The Just Cause requirement applies to all SRO, multifamily and multipurpose properties that contain at least three dwelling units. Government owned or subsidized units, or units occupied by property owners or family members thereof are exempt. (SRMC § 10.105.020.)

Administration

City of San Rafael

Community Development Department

1400 Fifth Avenue, Top Floor

San Rafael, CA 94901

415-485-3085

www.cityofsanrafael.org/departments/community-development

Registration

Not required.

Mandatory Non-binding Mediation

Tenants receiving notice(s) of rent increases or changes to housing services exceeding 5% within any 12 month period may request non-binding mediation. Landlords may also request mediation when seeking those rent increases. (SRMC § 10.100.040.)

Rent increases subject to the ordinance are not valid until mediation—when requested—is concluded. Tenants who do not participate in good faith may be considered to have “withdrawn” their mediation requests.

When entering or renewing a lease, or upon noticing a rent increase, landlord must provide a notice of tenant rights that describes the mediation process and how to request service. (SRMC § 10.100.080.)

For-cause or No-fault Termination Required.

Landlord must have either cause or no-fault grounds to terminate a tenancy. See below. Landlord must also have a valid business license and provide tenant with a designated Notice of Termination or otherwise demonstrate timely, good faith substantial compliance with notice requirements. (SRMC § 10.105.040(A).)

Other

Landlords and tenants may negotiate voluntary “buyout agreements” to terminate tenancies.

Tenants of the 245 properties in the Federally designated “Canal Opportunity Zone” (Census Tract 1122.01) subject to no-fault evictions are entitled to relocation payments equal to three months rent plus moving expenses. Seniors, tenants who are disabled, have children or who are displaced mid-month are entitled to enhanced payments. Landlords must provide 60 day notice to tenants, and pay administrative fees to the city. (SRMC §§ 10.111.01. et sec.)

Cause Required to Terminate Tenancy (SRMC § 10.105.040(B))	Additional Notice Requirements or Limitations
Failure to pay rent.	Landlord may use ordinary Three-Day Notice to Pay Rent or Quit.
Breach of the lease.	Tenant must have violated a material term of the rental agreement.
Tenant illegal activities.	Tenant has been convicted of using the unit for an illegal purpose, including distribution of controlled substances, a weapons violation, serious crime or a violent felony. The act must have occurred during the tenancy and in or within 1,000 feet of the unit. A tenant household can cure the violation by removing the offending tenant, but may only do so once every 12 months.
Threat of violent crime.	Specific threats of immediate death or great bodily injury made by tenant or at tenant's request, causing reasonable fear for safety. Acts constituting domestic violence, sexual assault or stalking against a tenant or household member cannot form the substantial basis for evicting that tenant.
Tenant is using the unit to create a nuisance.	Tenant, after written notice to cease and failure to cure, continues to destroy the peace, quiet, comfort or safety of landlord or other tenants. Nuisance activities include creation or maintenance of a dangerous or unsanitary condition in violation of law.
Allowable "No Fault" Evictions (SRMC § 10.105.040(C))	Additional Notice Requirements and Limitations
Landlord seeks to imminently demolish or otherwise permanently remove the unit from residential use. Landlord seeks to recover possession for use as the landlord's or a designated family member's primary residence.	Tenant must receive notice at least 120 days prior to the intended date of final occupancy.
Landlord seeks to recover possession for use as the landlord's or a designated family member's primary residence.	"Designated family members" include parents, grandparents, brothers, sisters, aunts, uncles, nieces, nephews or child(ren). The unit must be occupied as a primary residence within three months of tenant vacating, and continue to be occupied as a primary residence for at least one year.
Substantial health and safety rehabilitation.	Landlord has obtained permits to make substantial repairs that can't be completed while the unit is occupied. Primary purpose of repairs must be to bring the unit into compliance with health and safety codes.
Tenant refuses to execute lease.	Tenant refuses to accept a lease at the outset of tenancy, or to renew on terms substantially similar to the existing lease.

Santa Barbara

Name of Ordinances

Santa Barbara Municipal Code (SBMC)
 Required—One Year Lease Offers to Residential
 Tenants
 Chapter 26.40
 §§ 26:40.010–26:40.030.

Tenant Displacement Assistance
 Chapter 28.89
 §§ 28:89.010–28:89.050.

Just Cause for Residential Evictions
 Chapter 26.50
 §§ 26.50.010–26.50.070

Adoption Dates

Tenant Displacement; 2006. One year lease offer;
 6/8/19.

Exemptions

Incorporates the provisions of AB 1482 (Civil Code
 §§ 1946.2 and 1947.12)

Rent Control/Vacancy Decontrol

Incorporates the provisions of AB 1482 (see Page 4).

Just Cause/Relocation Expenses

In addition to the just cause provisions of AB 1482
 (see Page 4), tenants subject to no-fault evictions
 (compliance with governmental order, removing
 unit from market, demolition/substantial remodel,
 and owner move-in) are entitled to relocation
 assistance equal to three times the current monthly
 rent. (SBMC § 26.50.020.)

Administration

Rental Housing Mediation Program
 630 Garden Street
 Santa Barbara, CA 93101
 805-564-5420
 www.santabarbaraca.gov

The City of Santa Barbara Rental Housing
 Mediation Program (RHMP) provides information
 and volunteer non-binding mediation for
 designated events like rental unit demolition or
 changes of use that displace eligible households.

Mandatory Lease Offer

Landlords must offer tenants and prospective
 tenants written leases of at least one year. A tenant
 may accept in writing (generally by signing the
 lease) or may reject the offer. Upon rejection,
 landlord and tenant can negotiate a shorter term.

When renewing existing leases of one year or
 more, the minimum term for renewal must also
 be one year or more. Landlords choosing not to
 renew must offer departing tenants a one-session
 non-binding conciliation meeting with the City of
 Santa Barbara Rental Housing Mediation Program
 (RHMP) or other qualified mediator. (SBMC
 26.40.010(A-F).)

Tenant Displacement

Tenants displaced by unit demolition, reduction
 in units, condo-conversion or a change to non-
 residential use are entitled to displacement assistance
 equal to four times the median advertised rental
 rate or \$5,000, whichever is greater. Special needs
 households with at least one disabled, low income
 or elderly member must be paid five times the
 median advertised rental rate or \$6,000, whichever
 is greater. This section pre-dates the just cause
 provisions. (SBMC §§ 28.89.010–28.89.050.)

Santa Cruz

Name of Ordinance

Santa Cruz Municipal Code (SCMC)
Chapter 21.03
Relocation Assistance for Displaced Tenants
§§ 21.03.010–21.03.070

Adoption Date

Relocation Assistance: 1991. Last Amended 01/08/19.

Exemptions

None

Administration

City of Santa Cruz
Housing and Community Development Division
809 Center Street
Santa Cruz, CA 95060
831-420-5150

Registration

Annual registration required under the Residential Rental Inspection Services.

Rent Control/Vacancy Decontrol

Not applicable (ordinances do not directly regulate rent levels).

Just Cause

None.

Relocation Assistance

A tenant required to vacate because of a large rent increase, hazardous living conditions, or illegal use of structure is entitled to relocation assistance. A “large rent increase” means an increase greater than 5% in one year, or cumulatively more than 7% over two consecutive years. (SCMC § 21.03.020.) Tenant’s failure to provide notice of intent to vacate within sixty days after the effective date of a large increase waives relocation assistance from the property owner.

The amount of assistance varies with the reason for relocation, but a tenant who must vacate with less than thirty days’ notice is also entitled to one additional month’s fair market value rent for a unit of comparable size or the provision of alternative housing for thirty days, whichever the tenant prefers. (SCMC § 21.03.020.)

A tenant evicted or vacating a hazardous or illegal structure has a right of first refusal to reoccupy once the structure becomes habitable or housing is redeveloped on the site.

Santa Monica

Name of Ordinance

The Charter of the City of Santa Monica
 Article XVIII—Rent Control Law
 §§ 1800–1821.
 Article 4—Public Welfare, Morals and Policy.
 Chapter 4.27 Tenant Evictions for Owner
 Occupancy
 §§ 4.36.10–4.36.140.
 Chapter 4.27 Tenant Relocation Assistance
 §§ 4.27.030.
 Chapter 4.56—Tenant Harassment Ordinance
 §§ 4.56.010–4.56.050.

Adoption Date

Charter: 4/10/79. Last amended 2010.
 Tenant Relocation: 2/27/90 last amended 3/28/17.
 Tenant Harassment: 10/10/95 last amended 01/13/15.

Exemptions

Units constructed after 4/10/79; owner-occupied single-family residences, duplexes, and triplexes; single-family dwellings not rented on 7/1/84. (Charter Amendment (C.A.) §§ 1801(c), 1815; Regulation (Reg.) §§ 2000 and following, §§ 12000 and following.) However, rental units other than single-family dwellings not rented on 7/1/84 must be registered and the exemption applied for.

Administration

Rent Control Board
 1685 Main Street, Room 202
 Santa Monica, CA 90401
 310-458-8751
 Email: rent_control@csanta-monica.org
 Websites: www.smgov.net/rentcontrol
 This is an excellent site. Includes rent control laws in “Charter Amendment and Regulations”—both of which are not in the Municipal Code. See also www.tenant.net/Other_Areas/Calif/smonica/rentctrl.html.

Registration

Required. Rent amounts for all new tenancies after January 1, 1999 must be registered with the Rent Control Board. (C.A. §§ 1803(q), 1805(h).)

Rent Control/Vacancy Decontrol

The Rent Control Board determines each year’s increase (“General Adjustment” or GA). The Maximum Allowable Rent (MAR) for any unit is its base rent plus the increase allowed per the annual GA. A tenancy must be in place for at least one year before a GA is allowed. A GA may then be implemented the following September 1st or anytime thereafter. Upon voluntary vacancy or eviction for nonpayment of rent, rents may be increased to any level following such vacancies. Once property is rerented, it is subject to rent control based on the higher rent.

Special Notice: Because under Santa Monica Charter § 1801(c)(4), owner-occupied properties with three or less units are exempt from rent control, the owner occupying one unit of a rent-controlled duplex or triplex may render the entire property exempt. See “Owner Move-in” under “Reasons Allowed for Just Cause Evictions.”

Just Cause

Required. Specific good cause to evict must be stated in the termination notice. (Reg. § 1806(e).)

Other Features

Landlord’s complaint must allege compliance with rent control ordinance. (C.A. § 1806.)

Owners must provide a board-mandated Rent Control Information Sheet to tenants at time of rental. (1302(g).)

Specific requirements apply where tenant agrees to vacate rent-controlled unit in exchange for a sum of money. (§ 4.56.50.)

A defense is available in the event of an Ellis or owner move-in eviction when a child under the age of 18 or any educator resides in the unit, the child or educator is a tenant in the unit or has a custodial or family relationship with a tenant in the unit, the tenant has resided in the unit for 12 months or more and the effective date of the notice of termination of tenancy falls during the school year. (§ 4.27.050.)

Santa Monica also prohibits landlords from discriminating on the basis of “source of income” including rental assistance from federal, State, local or nonprofit benefit or subsidy program including Section 8 vouchers. (§ 4.28.030.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision.	Three-Day Notice to Perform Covenant or Quit is used. Ordinance requires that the tenant has “failed to cure such violation,” which precludes an unconditional Three-Day Notice to Quit, even if the breach is uncorrectable.
Willful causing or allowing of substantial damage to premises, or commission of nuisance that interferes with comfort, safety, or enjoyment of the property, following written notice.	No requirement for alternative three-day notice giving tenant the option of correcting the problem. Three-Day Notice to Quit may be used.
Tenant is convicted of using the property for illegal purpose.	Three-Day Notice to Quit may be used, but only if tenant is actually convicted. This appears to mean that drug dealers can’t be evicted unless first convicted. This provision may violate state law, which does not require a conviction. See CCP § 1161(4).
Tenant refuses to agree to rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required. However, an improvised notice giving the tenant several days to sign the new agreement or leave is a good idea.
Tenant, after written notice to cease, continues to refuse the landlord access to the property as required by CC § 1954.	If provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, 30-day notice specifying reason, following written demand for access to property.
Fixed-term lease has expired, and person occupying property is subtenant not approved by landlord.	No notice is required. Eviction on this basis is allowed only if person living there is not original tenant or approved subtenant. (If lease has not expired and contains no-subletting clause, Three-Day Notice to Quit to evict for breach of lease.)
Owner Move-in (Landlord wants to move self, parent, child, brother, sister, or spouse of foregoing into property).	<p>The rental agreement must be month to month, and special notice and filing requirements apply. (Reg. § 1806(e).) The landlord must pay a relocation fee of up to \$19,800 (\$22,750 where the household includes a senior, disabled, or minor tenant). (SMMC §§ 4.36.020 & 4.36.040.) The landlord must also offer tenant any comparable vacant unit in the same building and must allow tenant to reoccupy if the relative does not occupy the unit within 30 days of tenant vacating.</p> <p>NOTE: If the property is a duplex or triplex the landlord may also petition the Rent Control Board to declare the remaining units exempt from rent control pursuant to Charter § 1801(c)(4) (exempting units in owner-occupied dwellings with three or less total units). However, if the landlord subsequently notifies a remaining tenant of a rent increase above the amount permitted by Charter § 1805, the tenant is entitled to relocation fees pursuant to SMMC § 4.36.020(a)(4).</p>
Landlord wants to demolish property, convert to condominiums, or otherwise remove property from rental market. (City’s very strict ordinance has been modified by the state Ellis Act, which severely limits cities from refusing removal permits. See <i>Javidzad v. City of Santa Monica</i> , Cal. App.3d 524, 251 Cal.Rptr. 350 (1988).)	Allowed only if tenancy is month to month. Although the ordinance requires a landlord to pay a relocation fee of up to \$19,800 (\$22,750 where household includes senior/disabled/minor), the Court of Appeal ruled this requirement contained in a similar ordinance was illegal, as preempted by the state Ellis Act. (See <i>Channing Properties v. City of Berkeley</i> , 11 Cal. App.4th 88, 14 Cal.Rptr.2d 32 (1992.)) The <i>Channing Properties</i> ruling appears to apply only in cases where the landlord just wants to remove the property from the housing market.

Thousand Oaks

Name of Ordinance

Rent Stabilization Ordinance
Ordinance Nos. 755-NS, 956-NS, 1284-NS.

Adoption Date

7/1/80. Last amended 5/20/97.

Rent Control

Apartment rent control does not apply to tenants who moved into their apartment units after 1987. Only tenants who have lived in the same rent-controlled unit since 1987 are eligible for rent control.

Exemptions

Units constructed after 6/30/80; “luxury” units (defined as 0, 1, 2, 3, or 4+-bedroom units renting for at least \$400, \$500, \$600, \$750, or \$900, respectively, as of 6/30/80); single-family residences, duplexes, triplexes, and fourplexes, except where five or more units are located on the same lot. (§ III.L of 956-NS.)

Administration

Community Development Department
2100 Thousand Oaks Boulevard,
Civic Arts Plaza, 2nd Floor, Suite B
Thousand Oaks, CA 91362
805-449-2322

Website: www.toaks.org. This is the official city site, but it has no rent control information. The Municipal Code is accessible, but rent control ordinances are not available online.

Registration

Required. (§ XIV of 956-NS.)

Vacancy Decontrol

Rent controls are permanently removed after tenant voluntarily vacates or is evicted for cause.

Just Cause

Required. (§ VIII of 956-NS.) Termination notice must state specific reason for termination.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision, following written notice to correct.	Three-Day Notice to Cure Covenant or Quit is used. Ordinance requires that the tenant be given “written notice to cease,” which precludes an unconditional Three-Day Notice to Quit, even if the breach is uncorrectable.
Tenant continues to damage property or disturb other tenants, following written notice to cease.	Even if the tenant is causing nuisance or damage for which state law would allow use of a Three-Day Notice to Quit, ordinance requires that Three-Day notice be in alternative “cease or quit” form.
Tenant is using the property for illegal purpose.	Ordinance allows use of unconditional Three-Day Notice to Quit.
Tenant refuses, after written demand by landlord, to agree to new rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required. However, written notice giving the tenant at least three days to sign the new agreement or leave should be served on the tenant with the proposed new lease or rental agreement.
Tenant has refused the landlord access to the property as required by CC § 1954.	If provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, use 30-day notice specifying reason.
Fixed-term lease has expired, and person occupying property is subtenant not approved by landlord.	No notice is required. Eviction on this basis is allowed only if person living there is not original tenant or approved subtenant. (If lease has not expired and contains no-subletting clause, use Three-Day Notice to Quit to evict for breach of lease.)
Landlord wants to substantially remodel, convert to condominiums, or demolish property.	Allowed under state law only if fixed-term tenancy has expired, or month-to-month tenancy is terminated by 30-day notice.
Landlord seeks to permanently remove the unit from the rental housing market.	Allowed under state law only if fixed-term tenancy has expired, or month-to-month tenancy is terminated by 30-day notice. (Although ordinance requires “good faith” to demolish, a euphemism for not doing it because of rent control, the state Ellis Act severely limits cities from refusing demolition permits on this basis.)

Union City

Name of Ordinance

Union City Municipal Code (UCMC)
 Title 5 Business Licenses and Regulations
 Chapter 5.55 Rent Review
 §§ 5.55.010–5.55.050.
 Chapter 5.50 Residential Landlord and Tenant
 Relations
 §§ 5.50.010–5.50.090.

Adoption Date

Tenant Relations 4/11/17. Rent Review 6/27/17.

Exemptions

Tenant Relations (just cause for evictions) is applicable to “any unit ... rented or available for rent for residential use...” including a single-family home. (UCMC § 5.50.020.) Excludes rentals for less than 30 days, owner-occupied single family homes with less than three bedrooms rented, majority owner-occupied nonprofit cooperatives, government owned or operated facilities, Section 8 or similar low-income housing, and hospitals, medical or extended care & rehabilitation facilities.

Rent review is applicable to “... any housing unit offered for rent or lease in the City.” A mobile home is included only if a tenant rents the unit

itself. Excludes any housing subject to a “recorded regulatory agreement.” (UCMC § 5.55.020.)

Administration

City of Union City
 Housing and Community Development Division
 34009 Alvarado-Niles Road
 Union City, CA 94587
 510-471-3232
www.unioncity.org/154/Housing

Registration

Required for each rental unit. (UCMC § 5.50.090.)

Rent Control/Vacancy Decontrol

Not applicable (ordinance does not regulate rents).

Just Cause

Required. See below.

Rent Review and Conciliation/Mediation

A tenant subject to either a single rent increase, or multiple increases in a 12 month period, that exceed 7% can request nonbinding mediation. (UCMC § 5.55.040.) Landlord must participate in conciliation and mediation or the rent increase is void. Landlord must provide the tenant with a city mandated Notice of Availability of Rent Review form before demanding or accepting any rent increase.

Just Cause for Eviction where Tenant at Fault (UCMC§ 5.50.040(A-E))	Additional Notice Requirements and Limitations
Failure to pay rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of rental agreement.	Tenant has violated a material term of the rental agreement.
Tenant illegal activities.	Tenant used the unit for an illegal purpose, including unlawful distribution of controlled substances or use, manufacture, or possession of weapons and ammunition as contemplated by the California Civil Code.
Violations of health and safety code.	Tenant created or maintains a dangerous and unsanitary condition as described by applicable law, and that condition has not been promptly abated or repaired.
Tenant refuses written lease extension.	Tenant failed to execute a written extension of an existing rental agreement.

Just Cause for Eviction with No-fault	Additional Notice Requirements and Limitations
Unit will be substantially renovated.	Landlord, after having obtained all necessary permits to imminently begin and diligently complete the permitted work, seeks in good faith to undertake substantial repairs or planned capital improvements or other necessary rehabilitation that will temporarily remove the rental unit from the rental market because the rental unit will imminently become unfit for human habitation. Tenant retains the right to return upon completion (see below).
Landlord returning from deployment.	Landlord has leased the entirety of a single rental unit during landlord's deployment, and once the deployment ends, landlord returns immediately to the unit as his or her residence that the landlord usually occupies during off-duty time.
Condominium conversion.	Landlord is converting the rental unit(s) to a condominium in accordance with the Union City Municipal Code.
Withdrawal of unit from market.	Within 60 days, landlord will demolish or otherwise remove the unit from any residential rental use for a minimum of five-years. Removal includes the election to sell the unit to a bona fide purchaser. If landlord subsequently re-rents the unit, tenant retains for five years the right to return. See below.
Landlord Will Move into Unit.	Landlord, or landlord's parents or children, will, within 60 days, move into unit as a permanent residence no less than 10 months of any calendar year, for no less than 2 years from the termination of tenancy. If landlord subsequently re-rents the unit, tenant retains for 2 years the right to return. See below.
	Right to return: Landlord must notify tenant upon notice of termination of tenancy of the right to receive an offer to return to and rent the unit when it is returned to the market. Specific notice requirements apply. (§ 5.50.040(F).)

West Hollywood

Name of Ordinance

Rent Stabilization Ordinance
West Hollywood Municipal Code (WHMC)
Title 17
§§ 17.04.010–17.68.01, and Title 2, §§ 2.20.010–
2.20.030. Adoption Date 6/27/85. Last amended
2009.

Adoption Date

6/27/85. Last amended 12/2019.

Exemptions

Units constructed after 7/1/79 and units where owner has lived for two or more years (“just cause” eviction requirements do apply, however). However, many exemptions must be applied for in application for exemption (see below). (WHMC § 17.24.010.)

Administration

Department of Rent Stabilization and Housing
8300 Santa Monica Boulevard
West Hollywood, CA 90069
323-848-6450
www.ci.west-hollywood.ca.us or www.weho.org.

Registration

Required. (WHMC §§ 17.28.010–17.28.050.)

Rent Control/Vacancy Decontrol

Rent increases are limited to 75% of the increase in the regional Cost of Living Index (CPI) during the preceding 12 months. State law (Cal. Civil Code

§ 1954.53) supersedes the ordinance except where a tenant evicted for reason other than nonpayment of rent.

On voluntary vacancy or eviction for nonpayment of rent, rents may be increased to any level on reentering following such vacancies. (WHMC § 17.40.020.)

On eviction for reasons other than nonpayment of rent, ordinance does not allow an increase.

Once property is reentered, it is subject to rent control based on the higher rent.

Just Cause

Required. (WHMC § 17.52.010.) This aspect of the ordinance applies even to new construction, which is otherwise exempt from ordinance. Termination notice must state “with particularity the specific grounds” and recite the specific paragraph of ordinance under which eviction sought. State law requires use of a 60-day termination notice of month-to-month tenancy, instead of a 30-day notice, for this city, if the tenant has occupied the premises for a year or more.

Other Features

Copy of any unlawful detainer summons and complaint must be filed with Rent Stabilization Commission. Numerous procedural hurdles apply when evicting to move self or relative into property, and substantial relocation fee must be paid to tenant.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Failure to cure a lease or rental agreement violation within “a reasonable time” after receipt of written notice to cure it.	Three-Day Notice to Perform Covenant or Quit is used. Tenant must be given “a reasonable time” to correct the violation, which precludes an unconditional Three-Day Notice to Quit. Also, the tenant must have been “provided with a written statement of the respective covenants and obligations of both the landlord and tenant” before the violation. Giving the tenant a copy of the written lease or rental agreement should comply with this requirement. This ground is specifically not applicable if the violation is having another person living on the property in violation of the agreement if the person is a “spouse, domestic partner, child, parent, grandparent, brother, or sister” of the tenant. (Tenant, however, is required to notify landlord in writing of this fact and state the person’s name and relationship, when that person moves in.)
The tenant’s spouse, child, “domestic partner,” parent, grandparent, brother, or sister can be evicted if the tenant has left, unless that person lived in the unit for at least a year and the tenant died or became incapacitated.	State law allows eviction for this reason by three-day notice only if the tenant’s having moved the other person in was a violation of the lease or rental agreement. Thirty-day notice can be used if tenancy is month to month.
Commission of a legal nuisance (disturbing other residents) or damaging the property.	Unconditional Three-Day Notice to Quit may be used.
Tenant is using the property for illegal purpose.	Unconditional Three-Day Notice to Quit may be used.
Tenant refuses, after written demand by landlord, to agree to new rental agreement or lease on expiration of prior one, if new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required under state law. However, tenant must have refused to sign a new one containing the same provisions as the old one; a written notice giving the tenant at least three days to sign the new agreement or leave should be served on the tenant with the proposed new lease or rental agreement.
Tenant continues to refuse the landlord access to the property as required by Cal. Civ. Code § 1954.	If provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, 30-day notice specifying reason.
Person occupying property is subtenant (other than spouse, child, “domestic partner,” parent, grandparent, brother, or sister) not approved by landlord. (No requirement, as in other cities, for lease to have expired.)	Thirty-day notice may be used if tenancy is month to month. Otherwise, Three-Day Notice to Quit may be used if lease or rental agreement contains provision against subletting.
Employment of resident manager, who began tenancy as such (not tenant who was “promoted” from regular tenant to manager) and who lived in manager’s unit, has been terminated.	This type of eviction is not covered in this book because the question of what is required is extremely complicated, depending in part on the nature of the management agreement. You should seek legal advice.
Employment of resident manager, who was a regular tenant before “promotion” to manager, has been terminated for cause.	Landlord must give tenant 60-day notice, give copy of notice to city, and pay tenant a relocation fee. There are other restrictions as well. This type of eviction can be extremely complicated; see a lawyer.
Landlord wants to move in, after returning from extended absence, and tenancy was under lease for specific fixed term.	No notice is required under state law when fixed-term lease expires, and ordinance doesn’t seem to require notice, either. However, written letter stating intent not to renew, or clear statement in lease, is advisable.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Landlord wants to move self, parent, grandparent, child, brother, or sister into property, and no comparable vacant unit exists in the property.	Tenant must be given 90-day notice that states the name, relationship, and address of person to be moved in, and a copy of the notice must be sent to the Rent Commission. Landlord must pay tenant(s) of 15 months or more a "relocation fee" for rentals with three or more bedrooms (adjusted annually) and by size of unit. Qualified (elderly or disabled) or low-income tenants who fit exemption categories are eligible for additional payments. (WHMC § 17.52.020.) Tenants are liable for repayment of the fee if they have not moved at the end of the 90-day period. Person moved in must live in property for at least one year, or bad faith is presumed and tenant may more easily sue landlord for wrongful eviction. Not allowed if tenant is certified by physician as terminally ill.
Landlord wants to make substantial repairs to bring property into compliance with health codes, and repairs not possible while tenant remains.	Under state law, eviction for this reason is allowed only if rental agreement is month to month. Landlord must first obtain all permits required for remodeling. Thirty-day notice giving specific reason must be used.
Landlord has taken title to single-family residence or condominium unit by foreclosure. Person moved in must live in property for at least one year, or bad faith is presumed and tenant may more easily sue landlord for wrongful eviction.	Tenant must be given 90-day notice that states the name, relationship, and address of person to be moved in; and a copy of the notice must be sent to the Rent Commission. Landlord must also pay tenant(s) of 15 months or more a "relocation fee" for three or more bedrooms adjusted annually and by size of unit. Qualified (elderly or disabled) or low-income tenants who fit exemption categories are eligible for additional payments. (WHMC § 17.52.020.) Tenant is liable for repayment of the fee if he or she has not moved at the end of the 90-day period. Not allowed if tenant is certified by physician as terminally ill. (Vacancy decontrol provisions do not apply if property is re-rented following eviction.)

Westlake Village

This small city (population 10,000) has a rent control ordinance that applies to apartment complexes of five units or more (as well as to mobile home parks, whose specialized laws are not covered in this book). However, the city never had

more than one apartment complex of this size, and that one was converted to condominiums. Since there is therefore no longer any property (other than mobile home parks) to which the ordinance applies, we don't explain the ordinance here.

