

ORDINANCE NO.

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF _____ TEMPORARILY ESTABLISHING JUST
CAUSE EVICTIONS IN THE CITY OF _____

WHEREAS, the City of _____ is a
General City; and

WHEREAS, the City of _____ has adopted procedures for the
adoption of ordinances, including urgency ordinances; and

WHEREAS, California Government Code Section 36937 authorizes the
City Council to introduce and adopt an ordinance it declares to be necessary as
an emergency measure to preserve the public peace, health, and safety at one
and the same meeting if passed by at least _____ affirmative votes; and

Commented [1]: 4/5th of the council

WHEREAS, California Government Code Section 65858 sets forth a
separate procedure for zoning urgency ordinances, and this procedure does not
apply to this urgency ordinance because it is not a zoning regulation; and

WHEREAS, the City of _____ currently does not regulate the
reasons for evictions from residential rental housing; and

WHEREAS, the Council, with the concurrence of the Mayor, adopted a
resolution on _____ 2019, expressing its support for AB 1482 (Chiu) Tenant
Protection Act of 2019 which establishes an annual limit to rental rate increases
and would require landlords to have just cause to evict a tenant from specified
protected units.

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WHEREAS, Governor Newsom upon the passage of AB 1482 (Chiu)
identified that the eviction protections contained in AB 1482 (Chiu) Tenant
Protection Act of 2019 “will help families afford to keep a roof over their heads,
and... will provide California with important new tools to combat our state’s
broader housing and affordability crisis.”

WHEREAS, Governor Newsom upon the signing of AB 1482 (Chiu)
Tenant Protection Act of 2019 remarked stated that “[o]ne essential tool to

combatting [the housing affordability crisis] is protecting renters from price-gouging and evictions.”

WHEREAS, community members, tenant associations, and advocates have seen a dramatic rise in landlords serving no-cause 60-day notices to entire buildings of long-term tenants in a deliberate attempt to evict such long-term tenants for no-cause prior to the effective date of AB 1482 (Chiu).

WHEREAS, the Council finds that the City’s affordable housing crisis is exacerbated by no-cause evictions.

WHEREAS, the Council finds that the service of no-fault eviction notices during the period after March 15, 2019, and prior to the effective date of January 1, 2020, severely and irreparably undermines the intent of the City in supporting AB 1482 (Chiu) Tenant Protection Act of 2019, as well as the intent of the legislature and Governor, to protect tenants from arbitrary evictions during the state’s housing crisis. This overwhelming public policy interest necessitates emergency action to preserve the effectiveness of AB 1482 (Chiu) Tenant Protection Act of 2019.

WHEREAS, the Council finds that an emergency measure is necessary and essential to prevent the irreparable injury tenants would suffer due to the service of no-fault eviction notices prior to the effective date of AB 1482 (Chiu) Tenant Protection Act of 2019.

WHEREAS, the Council finds that an emergency measure is necessary and essential to further the overwhelming interest of the State in passing, and the City in supporting, AB 1482 (Chiu) Tenant Protection Act of 2019.

WHEREAS, _____ (NAME OF AN ORGANIZATION) has heard from ___ members of the community who reported the issuance of no cause eviction notices in anticipation of the January 1, 2020 effective date of AB 1482 Tenant Protection Act of 2019; and

WHEREAS, _____ (CITY OR COUNCIL) staff have received _____ interactions from tenants about eviction notices in the past week and information that other tenants in the same buildings have also received eviction notices; and

WHEREAS, the eviction protections of AB 1482 are not retroactive, and do not take effect until January 1, 2020; and

WHEREAS, certain aspects of public peace, health, and safety are not adequately protected due to the lack of regulation of evictions from residential rental housing in the City of _____, and it is in the interest of the City, of owners and residents of rental units, and of the community as a whole to

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protect affordable housing within the City, including, but not limited to, requiring just cause to evict tenants by this ordinance until AB 1482 becomes effective; and

WHEREAS, in light of the numerous concerns noted herein, including, but not limited to, the current and immediate threat to the public peace, health, and safety of the City's residents and the adverse impacts that would result from no cause evictions within the City and displacement of City residents, the City Council declares this emergency measure is necessary to preserve the public peace, health, and safety of the community by adopting this urgency ordinance in order to prevent further evictions of tenants without cause prior to the effective date of the AB 1482(Chiu) Tenant Protection Act of 2019 ; and

WHEREAS, for reasons set forth above, this ordinance is declared by the City Council to be necessary for immediate preservation of the public peace, health, and safety, and the recitals above taken together constitute the City Council's statements of the reasons constituting such necessity and urgency; and

WHEREAS, adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to the following, each a separate and independent basis: CEQA Guideline Section 15183 (Action Consistent with the General Plan and Zoning); Section 15378; and Section 15061(b)(3) (No Significant Environmental Impact);

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF _____ DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Emergency Finding. The City Council finds the foregoing recitals to be true and correct and hereby incorporates such findings into this ordinance. The City Council further finds that there is a necessity to pass an emergency ordinance by the powers given to the City Council under California Government Code Section 36937 due to rapidly escalating rents that, through the displacement of low and moderate income residents directly, threaten the welfare and public health of the City.

Section 2. Just Cause for Eviction. From the effective date of this urgency ordinance and continuing until such time as the Tenant Protection Act of 2019 (AB 1482) becomes effective, no landlord shall be entitled to recover possession of a rental unit covered by the terms of this ordinance unless said landlord shows the existence of "just cause" as defined within Section 3(b) below while this urgency ordinance is in effect. The provisions of this urgency ordinance shall apply to all residential rental units not specified below to be

exempt, including where a notice to vacate or quit any such rental unit has been served prior to, as of, or after the effective date of this urgency ordinance but where an unlawful detainer judgment has not yet been issued as of the effective date of this urgency ordinance. Any notice that has been issued after the effective date of this urgency ordinance will continue to be invalid even after Tenant Protection Act of 2019 (AB 1482) becomes effective if it does not comply with this urgency measure and Tenant Protection Act of 2019 (AB 1482).

Section 3. Scope of Ordinance.

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

- (1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.
- (2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

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

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

(A) Default in the payment of rent.

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

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

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

(E) The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of

similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(ii) A corporation.

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

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

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section

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

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

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

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

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

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

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

(1) “Owner” and “residential real property” have the same meaning as those terms are defined in Government Code section 1954.51.

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

Section 4. Authority. This Ordinance is enacted pursuant to the California Government Code Government Code § 36900 et seq. City of _____ general police powers, and Article XI of the California Constitution.

Section 5. CEQA. The City Council hereby finds and determines that this Ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15183 (Action Consistent with General Plan and Zoning); Section 15378 (No Project) and Section 15061(b)(3) (No Significant Environmental Impact).

Section 6. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, and phrase

thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 8. Effective Date. Pursuant to Section _____ of the _____ City Charter, as an urgency ordinance, this Ordinance becomes effective immediately upon its adoption by _____ affirmative votes of the City Council.