

ORDINANCE NO. 5186

**AN ORDINANCE AMENDING CHAPTER 44, RESIDENTIAL PROPERTY-
LANDLORDS AND TENANTS RIGHTS AND DUTIES, OF THE SANTA BARBARA
COUNTY CODE TO AMEND ARTICLE IV, JUST CAUSE FOR RESIDENTIAL
EVICTIONS, AND ADD ARTICLE V, MANDATORY RIGHT OF FIRST REFUSAL
AND MANDATORY OFFER OF RESIDENTIAL LEASE**

The Board of Supervisors of the County of Santa Barbara ordains as follows:

SECTION 1. Chapter 44 of the County Code, Article IV, titled Just Cause for Residential Evictions, Section 44-22 is hereby amended to read as follows:

44-22 Applicability.

Chapter 44, Article IV and V, apply to all rental units except:

- (A) Transient and tourist hotel occupancy as defined in Civil Code Section 1940(b).
- (B) 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.
- (C) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
- (D) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the rental unit.
- (E) Single-family owner-occupied residences, including both of the following: 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; or a mobilehome.
- (F) A property containing two separate dwelling units within a single structure 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, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.
- (G) Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome
- (H) Residential real property, including a mobilehome, that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:
 - (1) 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.
 - (iv) Management of a mobilehome park, as defined in Civil Code 798.2.

- (2) 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.”

- (i) For a tenancy existing before the effective date of this Article, the notice required under subsection H.2.i of this section may, but is not required to, be provided in the rental agreement.
 - (ii) For any tenancy commenced or renewed on or after the effective date of this Article, the notice required under subsection H.2.i. must be provided in the rental agreement.
 - (iii) Addition of a provision containing the notice required under subsection H.2.i to any new or renewed rental agreement or fixed-term lease constitutes similar other terms for the purposes of Section 44-25(B)(1)(v).
- (I) 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.

SECTION 2. Chapter 44 of the County Code, Article IV, titled Just Cause for Residential Evictions, Section 44-24 is hereby amended to read as follows:

44-24 Remedies.

The requirements herein shall apply to any termination notices and in any unlawful detainer action initiated after the effective date of this ordinance:

- (A) Failure to provide each of the notices required by this Article shall be a defense to any unlawful detainer action.
- (B) Failure to include all required information in the notices required by this Article shall be a defense to any unlawful detainer action.
- (C) Failure of an owner to plead and prove compliance with any of the provisions of this Chapter shall provide the tenant a defense in any action to recover possession.
- (D) This section supersedes Section 44-2, subsection (9).
- (E) Injunctive Relief: A tenant may seek injunctive relief on his or her own behalf and on behalf of other affected tenants to enjoin the landlord’s violation of this Chapter.

- (F) Remedies are non-exclusive: Remedies provided in this section are in addition to any other existing legal remedies and not intended to be exclusive.
- (G) Any violation of this chapter shall entitle the aggrieved tenant to actual damages according to proof and costs and attorney's fees.

SECTION 3. Chapter 44 of the County Code, Article IV, titled Just Cause for Residential Evictions, Section 44-25 is hereby amended to read as follows:

44-25 Definitions.

As used in this Article, the following terms have the meanings set forth in this section:

- (A) EARLY TENANT ALERT NOTICE. An additional written notice of no-fault just cause termination of a tenancy provided at least 60 days before the notice of termination required by Section 44-23.
- (B) JUST CAUSE. At-fault just cause and no-fault just cause, as follows:

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

- (i) Default in the payment of rent.
- (ii) 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.
- (iii) 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.
- (iv) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (v) The tenant had a written lease that terminated on or after January 1, 2020, or January 1, 2022, if the lease is for a tenancy in a mobilehome, 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.
- (vi) Criminal activity by the tenant on the rental unit, 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 rental unit, that is directed at any owner or agent of the owner of the rental unit; provided that criminal activity or criminal threat directed at a tenant who is a victim of domestic violence shall not be the basis for at-fault or no-fault just cause eviction of the tenant who is a victim of domestic violence.

- (vii) 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.
- (viii) The tenant's refusal to allow the owner to enter the rental unit as authorized by Sections 1101.5 and 1954 of the Civil Code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.
- (ix) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (x) 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.
- (xi) When the tenant fails to deliver possession of the rental unit after providing the owner written notice as provided in Civil Code 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 is any of the following:

- (i) The owner seeks in good faith to recover possession of the rental unit for use and occupancy by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents. For leases entered into on or after July 1, 2020, or July 1, 2022, if the lease is for a tenancy in a mobilehome, 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.
- (ii) The owner seeks in good faith to recover possession to permanently withdraw the rental unit from the rental market.
- (iii) The owner seeks in good faith to comply with any of the following:
 - a. An order issued by a government agency or court relating to habitability that necessitates permanently vacating the rental unit.
 - b. An order issued by a government agency or court to permanently vacate the rental unit.
 - c. A local ordinance that expressly requires permanently vacating the rental unit.
- (iv) The owner seeks in good faith to recover possession to totally demolish or to substantially remodel the rental unit, provided the owner has done all of the following:

- a. Given the tenants an early tenant alert notice advising the tenants of the Owners intent to terminate the tenancy in reliance on this subsection.
- b. Obtained all permits necessary to carry out the demolition or substantial remodel from applicable governmental agencies.
- c. Served the tenants with a copy of the permits along with a written notice stating the reason for the termination, the type and scope of work to be performed, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work requires the tenant to vacate the residential real property for at least 30 days. The copy and notice shall be contained in or served concurrently with the notice of termination required by Section 44-23.
- d. Filed with the Community Services Department, a copy of the documents served on the tenant.

(C) EVICTION. For purposed of this ordinance only, Eviction means a termination of residential tenancy, either with at-fault or no-fault just cause.

(D) OWNER. An owner as defined in Civil Code Section 1954.51.

(E) QUALIFIED TENANT. A tenant who has continuously and lawfully occupied a rental unit for 12 months.

(F) RENT. The total consideration charged or received by an owner in exchange for the use or occupancy of a rental unit.

(G) RENTAL UNIT. Any unit in any real property, regardless of zoning status, including the land appurtenant thereto, that is rented or available for rent for residential use or occupancy (regardless of whether the unit is also used for other purposes).

(H) SUBSTANTIALLY REMODEL. 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 rental unit for at least 30 days. To qualify, the substantial remodel must be for the primary purpose of bringing the rental unit into compliance with applicable health and safety codes. Substantial remodeling does not include cosmetic improvements, including painting and decorating, minor repairs, routine maintenance, or other work that can be performed safely without having the rental unit vacated.

(I) TENANT. Any renter, tenant, subtenant, lessee, or sublessee, or person entitled by written or oral agreement to occupy a rental unit, or any successor of any of the foregoing.

SECTION 4. Chapter 44 of the County Code, titled RESIDENTIAL PROPERTY- LANDLORDS AND TENANTS RIGHTS AND DUTIES, is hereby amended to add Article V titled Mandatory Right of First Refusal and Mandatory Offer of Residential Lease to read as follows:

Article V. Mandatory Right of First Refusal and Mandatory Offer of Residential Lease

44-26 - Applicability

In addition to the exceptions provided in Section 44-22, Article V of Chapter 44 shall not apply to:

- (A) A rental unit occupied by a tenant who subleases that unit to another tenant for less than one year.
- (B) A rental unit where tenancy is an express condition of, or consideration for employment under a written rental agreement or contract.
- (C) Lawfully operated vacation rentals.

44-27 - Mandatory Right of First Refusal

- (A) For termination of tenancy pursuant to Section 44-25(B)(2), the owner shall provide the tenant of the unit at the time of termination a written right of first refusal to re-occupy the unit when it is ready to be occupied or for up to two years, whichever is earlier, if:
 - (1) The tenant has provided to the owner current contact information at which to receive an right of first refusal to re-occupy the unit.
 - (2) The tenant returns to the owner an affirmative written acceptance of the offer to return to and rent the unit within thirty days of delivery.
- (B) The written offer to re-occupy the unit shall include a written rental price, the proposed terms, and any security deposit required.
 - (1) Where applicable, the rental price shall be established in accordance with Civil Code § 1954.53.
 - (2) Where applicable, the term offered shall be in accordance with Article V. 44-28 Mandatory Offer of Residential Lease.

44-28 Mandatory Offer of Residential Lease

- (A) If a tenant or prospective tenant wishes to rent a rental unit from an owner and if the owner wishes to rent the rental unit to the tenant or prospective tenant, the owner must offer to the tenant or prospective tenant a written lease which has a minimum term of one year. The offer must be made in writing. The owner's signing of a lease which has a minimum term of one year shall be considered an offer in writing.
- (B) If the tenant or prospective tenant accepts the offer of a written lease which has a minimum term of one year, this acceptance must be in writing, dated and signed by the tenant. The tenant or prospective tenant's signing of a lease signed by the owner which has a minimum

term of one year will be considered an acceptance. The tenant shall bear the burden of proving that they accepted the lease offer.

- (C) If the tenant or prospective tenant rejects the offer for a written lease which has a minimum term of one year, this rejection must be in writing and signed by the tenant on a dated single-page form which is either: (1) made available through the County's website; or (2) prepared by the owner or tenant to communicate the rejection. On or after the date the rejection is signed and delivered, the owner and tenant or prospective tenant may then enter into an agreement, that provides for a rental term of less than one year. The owner shall have the burden of proving that the lease offer was made to the tenant and whether the tenant accepted or rejected the offer.
- (D) If the owner and tenant enter into a written lease which has a minimum term of one year, such lease must set the rent for the rental unit at a rate or rates certain and these rates shall not be otherwise modified during the initial term of such lease.
- (E) If both the owner and the tenant wish to continue the rental relationship, upon the expiration of the initial lease which has a minimum term of one year, a lease shall be offered again in accordance with the procedures of this section.
 - a) Leases with a term of one year shall be offered annually.
 - b) Leases with a term longer than one year shall be renewable at the expiration of each lease period for a minimum term of one year.
 - c) A landlord shall offer annually a written lease with a minimum term of one year to a tenant who rejected an initial offer of a written lease with a minimum term of one year but who has rented a unit from the landlord for a period of at least twelve months.
- (F) If the owner does not wish to continue the rental relationship, then at the time the owner delivers notice of such termination, the tenant shall be offered a one-session conciliation meeting with the owner using a publicly funded housing mediation service, if available, or a qualified mediator of mutual choice and provided at mutual expense. The results of any conciliation meeting shall not be binding unless agreed to by the owner and tenant. A tenant need not participate in a conciliation meeting. The remedies available under this chapter shall not be affected by a tenant's inability or refusal to participate in conciliation.
- (G) If a rental unit is rented without a written lease, then within 90 days after the effective date of the ordinance codified in this chapter, the owner shall offer a written lease to the tenant in accordance with the Civil Code.

SECTION 5. Except as amended by this Ordinance the Santa Barbara County Code shall remain unchanged and shall continue in full force and effect.

SECTION 6. This Ordinance shall take effect and become operative 30 days from the date of its adoption by the Board of Supervisors. Before the expiration of 15 days after its passage a summary of it shall be published once together with the names of the members of the Board of Supervisors voting for and against the same in the Santa Barbara News-Press, a newspaper of general circulation published in the County of Santa Barbara.

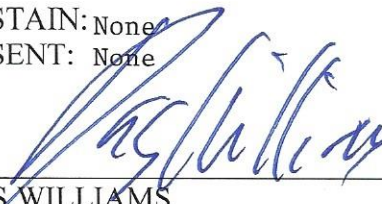
PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this 11th day of July, 2023, by the following vote:

AYES: Supervisors Williams, Capps and Hartmanno

NOES: Supervisors Nelson and Lavagnino


ABSTAIN: None

ABSENT: None



DAS WILLIAMS
CHAIR
BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By 

Deputy Clerk

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By 

Deputy County Counsel