

ATTACHMENT D

Ordinance (Strikethrough/Underline Copy)

ORDINANCE NO. _____

**AN ORDINANCE AMENDING CHAPTER 44, RESIDENTIAL PROPERTY-
LANDLORDS AND TENANTS RIGHTS AND DUTIES, OF THE SANTA BARBARA
COUNTY CODE TO ADD ARTICLE IV, JUST CAUSE FOR RESIDENTIAL
EVICTIONS**

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

SECTION 1. Chapter 44 of the County Code is hereby amended to add Article IV, JUST CAUSE FOR RESIDENTIAL EVICTIONS to read as follows:

Article IV. - JUST CAUSE FOR RESIDENTIAL EVICTIONS

44-19. Legislative intent and Findings.

- (A) Legislative Intent. The purpose of this Article is to adopt a local ordinance that is more protective than state law, as authorized by Civil Code Section 1946.2, governing the rights and duties of landlords and tenants of residential property in the County of Santa Barbara. It is the intent and the effect of this ordinance to apply prospectively immediately upon adoption. Any termination notice provided after the effective date of this ordinance must comply with all requirements herein.
- (B) Findings. The Board of Supervisors finds that this ordinance is necessary based upon the following facts:
- (1) Safe, decent, and sanitary housing is a human necessity and right.
 - (2) There is a housing shortage in Santa Barbara County, particularly for middle-, moderate-, low-, and very low-income households throughout the County. This shortage is especially pressing in the South Coast with a vacancy rate below 2%.
 - (3) Estimates from the California Housing Partnership indicate Santa Barbara County has lost 754 units, or over 10% of “naturally occurring affordable housing” stock within the past 3 years, and is at risk of losing an additional 2,050 units of naturally occurring affordable housing to conversion to luxury housing within the next two years. Their research finds that the growth in private equity has accelerated for-profit acquisitions and conversions of naturally occurring affordable housing units into upscale apartments, pushing low-income tenants out.
 - (4) The County of Santa Barbara is also experiencing a housing affordability crisis, which is driving homelessness and displacement of residents.
 - (5) The County of Santa Barbara is already experiencing a humanitarian crisis of homelessness and is one of the least affordable communities in the world.
 - (6) Increasing rental prices combined with the constrained supply of rental housing in the County can result in displacement of County residents, especially if a household’s tenancy is terminated, with impacts particularly affecting low- and moderate-income households.
 - (7) The Tenant Protection Act of 2019 established statewide just cause termination of residential tenancy and relocation assistance protections for residential tenants, and also authorized cities and counties to enact more protective local regulations.
 - (8) This Ordinance addresses an urgent need to protect tenants from termination of

residential tenancies, sometimes referred to as evictions, unlawful detainers, or “renovictions,” particularly evictions by owners using existing regulations to exploit and displace tenants. Therefore, to preclude further disruption and prevent actions that will displace tenants and reduce affordable housing, this Ordinance is adopted as an emergency ordinance under Government Code section 25123 and section 25131.

- (C) Binding Finding. The regulations enacted by this Ordinance are more protective than the provisions of Civil Code Section 1946.2. The Board of Supervisors makes this binding finding because this Ordinance provides additional tenant protections and specific requirements for the exercise of no-fault just cause terminations of residential tenancies.

44-20 Just Cause for Terminations of Residential Tenancy.

- (A) The owner of a rental unit shall not terminate the tenancy of a qualified tenant without just cause stated in full in the termination notice.
- (B) Just cause includes at-fault just cause or no-fault just cause as defined in Section 44-25.

44-21 Relocation Assistance Payments for No-Fault Just Cause Terminations of Residential Tenancy.

- (A) The owner of a rental unit who issues a termination notice based upon no-fault just cause shall make a relocation assistance payment to each qualified tenant in an amount established by County Code Section 44-2.
- (B) When more than one qualified tenant occupies a rental unit, the owner shall divide the relocation assistance payment equally among the qualified tenants and make the divided relocation assistance payment to each qualified tenant.
- (C) Any relocation assistance or rent waiver required by State law shall be credited against the relocation assistance payment required by this chapter, but only to the extent such credit is required by State law.

44-22 Applicability.

This chapter applies 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)

- (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 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.
- (iii) 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.
- (iv) 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.

44-23 Just Cause Termination of Residential Tenancy Notice Requirements.

- (A) The written notice to terminate tenancy shall state in full the facts and circumstances constituting the at-fault just cause or no-fault just cause for termination.
- (B) A written notice to terminate tenancy based upon no-fault just cause shall be accompanied by a supplemental notice informing each qualified tenant of their right to and the amount of a relocation assistance payment required by this chapter.
- (C) Before the owner of a rental unit 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 each qualified 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.

44-24 Remedies.

- (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 to make a relocation assistance payment in a timely manner shall be a defense to any unlawful detainer action. This section supersedes Section 44-2, subsection (9).
- (D) Any violation of this chapter shall entitle the aggrieved tenant to actual damages according to proof and costs and attorney's fees.

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

SECTION 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed 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 4. 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, the entire ordinance 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 _____ day of _____, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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