

Casey Erlenheim

From: Margaret DeMatteo [REDACTED]
Sent: Thursday, January 29, 2026 5:47 PM
To: Elizabeth Pabon-Alvarado; Rita Xavier; Abel Pineda; Patricia Ponce; Arturo Cruz; Brian Hickey
Cc: City_Clerk
Subject: PUBLIC COMMENTS AGENDA ITEM No. 12, Movement Legal Analysis and Proposed Changes
Attachments: Movement Legal_Suggested Amendments.pdf; 2026-01-29 -San Pablo Letter Re_02-02 Agenda Item 12.pdf

Hello,

Please see attached for your consideration. We are available should anyone want to discuss these matters further, please feel free to reach out. Thank you.

Best regards,
Margaret

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January 29, 2026

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Sent Electronically

Re: San Pablo Tenant Protection Ordinance

Dear San Pablo City Council and Staff:

We commend the City for developing tenant protections including just cause standards and anti-harassment safeguards, and for taking the time to ensure that mobilehome park residents are included to the extent possible. These measures meaningfully advance housing stability, prevent disruptive displacement for lower-income households, and create clear standards for both residents and property owners.

Please find our recommendations for refining the January 20, 2026/February 2, 2026 draft ordinance below. We have attached revisions of the ordinance highlighting our suggested changes and remain available to discuss these edits further.

A. Local Protections for Mobilehome Residents

We appreciate your inclusion of mobilehome residents into the anti-harassment provisions. It is important to keep in view what mobilehome residents have been asking the City to address: the lack of meaningful limits on steep space-rent increases. Because many mobilehome residents rent the space under their home but do not rent the home itself, they are left outside the Tenant Protection Act's rent cap, even though they face the same (and in many cases greater) risk of displacement.

Similarly, despite partially governing the relationship between park owners and residents, the state Mobilehome Residency Law (MRL) does not restrict the amount of rent that a mobilehome park owner may charge park residents; it is not a rent control law. (Civ. Code,

§§ 798 et seq., *Cacho v. Boudreau* (2007) 40 Cal. 4th 341, 53).¹ When space rents rise sharply, residents who own their homes can be forced into impossible choices between essentials like food and medication and keeping a roof over their family’s heads.

The City’s own Housing Element underscores what is at stake. Between 2010 and 2020, the City reported that “[t]he number of mobile homes decreased by 21.4 percent, representing a loss of 104 units.”² With no meaningful protections to stabilize this housing, the City risks continued erosion of one of the community’s most important sources of naturally occurring affordable housing. And because Program 2-F of the Housing Element specifically aims to preserve the 398 mobile homes that remain in San Pablo, extending the City’s displacement-prevention protections to mobilehome residents aligns directly with the City’s adopted policy goals and should be an integral part of any serious tenant protection framework.³

To protect this critical source of affordable housing, at least 106 jurisdictions across California have adopted local mobilehome rent stabilization ordinances.⁴ If the City is unwilling to add rent stabilization to the currently proposed protections, we urge consideration and agendizing a mobilehome rent stabilization ordinance, joining over 95 cities and 11 counties that have manufactured home rent stabilization ordinances in California.⁵

B. Ellis Act Protections

Even without rent control, a locality can implement the most important protections allowed under the Ellis Act.⁶ When a local ordinance allows withdrawal from the rental market as a just cause for eviction, localities should be clear on what the Ellis Act does and does not preempt.

The Ellis Act has three components. First, the Ellis Act states what localities cannot do.⁷ The Ellis Act is clear that a locality cannot force a landlord to stay in the business of residential tenancy.⁸

¹ See also § 3. Regulation, 3 CAL. REAL EST. DIG. 3D, Mobilehomes, Trailers, and Parks § 3 (Thomson Reuters/West, 3d ed.).

² City of San Pablo, San Pablo 2023–2031 Certified Housing Element Vol. 1 (adopted Mar. 18, 2024; state certified May 20, 2024), p. 2-13, <https://www.sanpabloca.gov/DocumentCenter/View/17186/2023-31-Housing-Element-Certified-Volume-1> (last visited Jan. 29, 2026).

³ *Id.* at p. 4-11.

⁴ California Mobile Home Park Space Rent Stabilization Ordinances (RSO, SRSO), Mobile Home Park Home Owners Allegiance (MHPHOA) (rev. June 12, 2025), <https://mhphoa.com/ca/rso/#74> (last visited Jan. 29, 2026).

⁵ *Id.*

⁶ Cal. Gov. Code, § 7060.7 see also Cal. Civ. Code, § 1954.53 subd. (a)(1).

⁷ Cal. Gov. Code § 7060(a).

⁸ *Id.*

Then, the Ellis Act lists authorized protections that any city or county with local rent control can implement.⁹ These protections include extended notice periods, recording requirements, re-rental restrictions, etc.¹⁰

Finally, in a recently revised section,¹¹ the Ellis Act states what it does not regulate.¹² The Ellis Act is clear that regardless of whether a locality has a system of control on rent, the Ellis Act is “is not otherwise intended to” “[o]verride procedural protections designed to prevent abuse of the right to evict tenants.”¹³ Consistent with this declaration, the Act is clear that it does not “Permit an owner to”... “Withdraw from rent or lease less than all of the accommodations”¹⁴ or “Decline to make a written re-rental offer to any tenant or lessee who occupied a unit at the time when the owner gave the public entity notice of its intent to withdraw the accommodations, in the manner and within the timeframe specified in paragraph (3)¹⁵ of subdivision (b), or in subdivision (c), of Section 7060.2.”¹⁶

Further, California Courts have clarified that certain protections are outside the Ellis Act’s scope, even without an explicit cut-out.¹⁷ For example, “reasonable relocation assistance compensation for displaced tenants does not violate the Ellis Act” despite relocation payments not being mentioned anywhere in the Act itself.¹⁸

While the Ellis Act authorizes certain protections, it is not the only state law authorizing localities to protect tenants.¹⁹ A more recent state law, the Costa-Hawkins Rental Act, blanketly authorizes any locality to control rent between tenancies terminated for no-fault.²⁰ The law is clear that an Owner “may establish the initial rental rate for a dwelling or

⁹ Cal. Gov. Code §§ 7060.2, 7060.3, 7060.4, 7060.6.

¹⁰ *Id.*

¹¹ *Ellis Act Compared Versions*, LEGINFO https://leginfo.legislature.ca.gov/faces/billVersionsCompareClient.xhtml?bill_id=201920200AB1399&cversion=20190AB139999INT

¹² Cal. Gov. Code § 7060.7 (amended in 2020).

¹³ Cal. Gov. Code § 7060.7(c).

¹⁴ This protection ensures a landlord is truly going out of business as opposed to selectively targeting lower rent paying tenant for eviction.

¹⁵ This text does not require section 7060.2 to be implemented, instead, it merely states the “manner” and time-frame of the regulated re-rental offer.

¹⁶ Cal. Gov. Code 7060.7(d)(1)-(2).

¹⁷ *Pieri v. City & Cty. of San Francisco*, 137 Cal. App. 4th 886, 893 (2006).

¹⁸ *Id.*

¹⁹ Cal. Civ. Code § 1954.53.

²⁰ Cal. Civ. Code § 1954.53(a)(1).

unit, **except when**”... “The previous tenancy has been terminated by the owner by notice pursuant to 1946.1.”²¹

The Ellis Act states that it is “not intended to” 1) allow an owner to withdraw less than all accommodations or 2) permit an owner to not re-rent to a former tenant if the unit is returned to the residential rental market (provided certain conditions are met). These are two vital protections for tenants. As stated by the Ellis Act itself, no system of control on rent needs to be adopted to implement these protections.

The city can couple these two protections with the protections authorized by the Costa-Hawkins Rental Act, which allows localities to freeze rent between tenancies when the first tenancy is terminated for no-fault (such as through an Ellis Act eviction.) Cities can also implement reasonable relocation requirements for all no-fault evictions. These four protections are the most important protections for tenants and do not require a local system of control on rent to implement. Together, they are a significant deterrent to a landlord who seeks to fraudulently “withdraw from the rental market.” Our specific recommendations on how to do this are attached.

C. Right to Return

The Tenant Protection Act allows landlords to evict tenants permanently when the landlord claims they are “withdrawing” from the rental market, renovating, or when code enforcement deems a unit uninhabitable.²² This loophole rewards landlords who allow bad conditions, makes tenants afraid to request repairs and encourages landlords to fraudulently “withdraw” from the rental market. Effective local just cause ordinances allow evictions for repairs and withdrawing from the rental market, but if the landlord re-rents, they are required to offer the unit back to the displaced tenant. The right to return is a common-sense policy that ensures landlords do not benefit from substandard housing conditions and false claims of “withdrawing from the rental market.”

We encourage the City to expand Section 9.7.100 to include withdrawal from the rental market in the right to return, and to increase the length of time that a tenant is able to return from one year to at least three years, when wrongfully evicted from their home in a no-fault eviction.

D. Relocation Assistance

State law allows a landlord to evict a tenant through a “no-fault” termination even when the tenant has consistently paid rent and complied with the lease.²³ In those situations, current

²¹ Cal. Civ. Code § 1954.53(a)(1) (emphasis added).

²² Cal. Civ. Code, § 1946.2 subds. (b)(2)(B)-(D).

²³ Cal. Civ. Code, § 1946.2 subd. (b).

law generally requires relocation assistance equal to one month of the tenant's current rent, which may be provided as a last month's rent waiver.²⁴ The City's proposed ordinance does not meaningfully exceed this baseline, despite describing itself as more protective. The stakes extend beyond legal technicalities. In a city where renters comprise the majority of households, the difference between one month of relocation assistance and three months can determine whether a family secures a new home or falls into homelessness.

A relocation payment tied to a tenant's current rent is also backwards in its real-world effect. It incentivizes the displacement of long-term tenants, the very households who typically pay the lowest rents because they moved in years ago, while providing them the smallest relocation payment, even though they face the largest affordability gap when forced into today's rental market. In short, the tenants who need the most help receive the least.

This problem is especially acute for seniors and people with disabilities, who often experience materially higher relocation burdens and risks: fixed or limited incomes that do not rise with market rents; higher likelihood of medical and mobility needs that make housing searches narrower and more time-sensitive; reliance on nearby caregivers, transit, pharmacies, and established health providers; and the documented health consequences of displacement, including interrupted care and heightened risk of hospitalization. For many, moving is not merely a financial expense, it can be a destabilizing event with lasting health impacts. Providing enhanced relocation assistance for these households is therefore a targeted, practical measure to prevent homelessness and avoid predictable downstream costs to emergency services and the public safety net.

For these reasons, we recommend that San Pablo address this gap by requiring relocation assistance for no-fault evictions equal to three months of fair market rent (rather than two months of the tenant's current rent), with an additional amount or multiplier for qualified tenants (senior and disabled households) to account for their higher costs and heightened vulnerability. This approach better reflects actual replacement-housing costs, reduces perverse incentives to displace long-term tenants, and aligns the ordinance with its stated goal of preventing unnecessary displacement.

E. Penalties for Violation of the Ordinance

We commend the City for recognizing the need for penalties and remedies to ensure compliance with the ordinance. These provisions can be strengthened so that they are not dependent upon a particular court or judge. If a tenant is able to prove the landlord acted

²⁴ Cal. Civ. Code, § 1946.2 (d).

with malice, mandatory punitive damages and attorneys fees should be available, rather than discretionary.

F. Other Suggestions for Strengthening the Ordinance

a. Clear and Legally Accepted Definitions

In the draft ordinance, the City uses the term “housing provider” in place of the well-established statutory term “landlord.” We recommend replacing “housing provider” with “landlord” in the definitions and throughout (and using “property owner” or “lessor” where appropriate). “Housing provider” is not a defined term in California’s landlord-tenant statutes, and its use here risks creating avoidable ambiguity about who is covered and who is responsible for compliance, especially in a City where most residents are renters and need clear, enforceable rules.

Using standardized legal terms improves clarity for everyone: tenants, property owners, managers, and the City staff tasked with enforcement. It also reduces litigation risk by aligning the ordinance with terminology that courts already understand and apply. While “housing provider” sometimes appears in advocacy materials and informational websites, it is not commonly used in California municipal codes as the operative legal definition in the way “landlord,” “owner,” “lessor,” and “agent” are.

For these reasons, we respectfully urge the Council to amend the definitions section to use statutorily familiar and accepted language and to define with precision the parties bound by the ordinance (e.g., landlord/owner, property manager, agent, master tenant where applicable). Clear definitions are the foundation of a workable ordinance and in a majority-renter city like San Pablo, the community deserves a tenant protection law that is straightforward, legible, and enforceable.

b. Evictions Should be Documented

The absence of systematic state-level data collection regarding eviction notices and tenant displacement creates a critical information vacuum. Because many termination notices never result in formal court filings, and because existing court records are not generally accessible to the public, communities currently possess no reliable mechanism for quantifying displacement, identifying its underlying causes, or determining which property owners are driving tenant turnover.

San Pablo can remedy this deficiency through a straightforward administrative requirement mandating that landlords file copies of all termination notices with the City—either electronically or in person—within a designated timeframe following service. To render this obligation meaningful, the ordinance must incorporate enforceable consequences for noncompliance, such as establishing an affirmative defense for tenants when landlords fail to file within seven days.

This filing requirement advances two policy objectives. First, it generates data necessary for the City to monitor displacement trends and conduct robust evaluation of ordinance effectiveness. Second, it facilitates accountability by enabling detection of systematic violations, such as repeated questionable "owner move-in" assertions, that would otherwise remain invisible. Absent such transparency provisions, neither tenants nor municipal authorities can verify compliance with substantive protections or identify patterns of abuse. Consequently, notice filing represents a necessary prerequisite for translating statutory tenant protections from aspirational language into practical, enforceable rights.

Conclusion

Taken together, these recommendations offer a blueprint for transforming the proposed ordinance from a statement of principles into a robust, enforceable shield against displacement. By extending anti-harassment protections to mobilehome residents and committing to explore rent stabilization for the 398 homes remaining in the community, San Pablo can halt the erosion of one of its most critical sources of naturally occurring affordable housing, a goal the City has already pledged to pursue in its Housing Element. By closing Ellis Act loopholes where possible, guaranteeing a true right of return, and requiring relocation assistance anchored to real-world replacement costs (with additional support for seniors and people with disabilities facing the greatest hardship), the City ensures that "just cause" means more than a procedural checkbox. And by mandating clear statutory language, systematic notice filing, and penalties that cannot be dismissed at a judge's discretion, San Pablo creates the transparency and accountability necessary for these rights to have meaning in practice, not merely on paper.

We respectfully urge the Council to strengthen the ordinance by (1) ensuring mobilehome residents are fully protected by agendizing mobilehome rent stabilization; (2) incorporating practical Ellis Act safeguards to prevent abuse of "withdrawal" claims; (3) expanding the right to return to deter fraudulent no-fault evictions and prevent landlords from profiting from substandard conditions; (4) increasing relocation assistance to reflect fair market realities, especially for seniors and people with disabilities; (5) adopting mandatory remedies for willful misconduct to promote compliance; (6) using legally recognized, plain

statutory terms in the definitions; and (7) requiring notice filing so the City can track displacement and ensure the ordinance can be enforced in practice.

We strongly urge the City Council to carefully consider and adopt the attached proposed amendments and to prioritize the agendaing of mobilehome rent stabilization. We remain ready to assist staff in refining language, analyzing impacts, and ensuring these protections deliver the housing stability San Pablo residents deserve. The time to act with decisive clarity is now; the alternative is continued, preventable displacement of our most vulnerable neighbors.

Sincerely,

A black rectangular redaction box covers the signature area. A blue ink scribble is visible above the redaction.

Margaret DeMatteo, Directing Attorney

California Center for Movement Legal Services

MOVEMENT LEGAL’S PROPOSED CHANGES TO SAN PABLO’S PROPOSED TENANT PROTECTION ORDINANCE (“ORDINANCE”)

1. Use Legally Accepted Definitions: Remove Housing Providers from Definitions and every place it appears in Ordinance Sections 9.70 and 9.80

~~B. "Housing Provider" means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any Rental Unit, and the agent, representative, or successor of any of the foregoing.~~

New text:

“Landlord” means an owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing.

2. Add and amend definitions necessary to make improvements to strengthen Ordinance.

~~D. "Rental Unit" means any dwelling unit (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), together with all housing related services connected with the use or occupancy of such property, such as common areas and recreational facilities held out for use by the tenant, including parking facilities.~~

New text for Section 9.70 Definitions:

“City” means the City of San Pablo.

“Consumer Price Index” means the rate of inflation using the Consumer Price Index of All Urban Consumers, San Francisco-Oakland-Hayward region, as reported and published by the U.S. Department of Labor, the U.S. Bureau of Labor Statistics, or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics and as published by the City.

“Disabled” or “disability” shall have the definition as given in California Government Code Section 12955.3.

“Fair market rent” means the dollar amount determined by the U.S. Department of Housing and Urban Development for a unit of equivalent size in the Oakland-Fremont, CA HUD Metro FMR Area for the fiscal year in which the rent is demanded, as published on the Contra Costa Housing Authority website.

“Housing Services” means amenities or services provided by the landlord in connection with a tenancy. Housing services include, but are not limited to, repairs, maintenance, painting, light, hot and cold water, electricity service, heating service, sewer service, elevator service, window

shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitorial services, pest control, in-unit appliances, access to exterior doors, entry systems, and gates, refuse removal, furnishings, landline telephone, parking, the right to have a specified number of occupants or tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any rental unit. Housing services for a rental unit include a proportionate part of services provided to common facilities of the building where the rental unit is located. In addition, a tenant's right to engage in organizing activities, to receive assistance from a tenant association, and to have organizing activities occur at the property shall qualify as a housing service, and a landlord's failure to confer in good faith with a tenant association may support a petition for a substantial decrease in housing services.

P. "Rental Unit" means any dwelling unit (regardless of zoning or **permissible** 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), together with all housing related services connected with the use or occupancy of such property, such as common areas and recreational facilities held out for use by the tenant, including parking facilities. **A room or rooms rented separately from other rooms at the same real property shall constitute a single rental unit, even if tenants share other common spaces or amenities.**

F. "Tenant Household" means one or more Tenants who occupy an individual Rental Unit **under one rental agreement.**

New text for Section 9.80 Definitions:

~~B. "Housing Provider" means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any Rental Unit, and the agent, representative, or successor of any of the foregoing.~~

New text:

"Landlord" means an owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing.

3. Strengthen Just Cause for Eviction Protections Language

Add to/amend Section 9.70.040 as following in blue:

A. A Landlord may not terminate, or take any action to terminate, a tenancy without just cause, including making a demand for possession of a Rental Unit, threatening to terminate a tenancy verbally or in writing, serving a notice to quit or other eviction notice, initiating any legal action to recover possession of a Rental Unit, **including by seeking the entry of an eviction judgment, or by causing or permitting a writ of possession to be entered or executed, or by endeavoring to recover possession of the rental unit in any other way unless the Landlord can demonstrate:**

1. That the Landlord served a Termination Notice to the Tenant in accordance with Section 9.70.070; and
2. That the termination qualifies as a just cause termination, whether At-Fault or No-Fault, in

compliance with ~~Civil Code Section 1946.2(b), as amended,~~ and this Chapter 9.70.

Add to/amend Section 9.70.050 as following in blue:

The only at-fault just causes for eviction shall be those enumerated below ~~in Civil Code section 1946.2(b)(1), as amended, including but not limited to:~~

- A. Default in the payment of rent. The tenant failed to pay the rent to which the landlord is legally entitled under the rental agreement, this chapter, or federal, state, or any other local law.
 1. However, this subsection shall not constitute grounds for eviction where the tenant has withheld rent pursuant to applicable law or where the amount of rent demanded is less than one (1) month of fair market rent for a unit of equivalent size as determined by the U.S. Department of Housing and Urban Development Fair Market Rent (HUD FMR). The notice shall include the HUD FMR, monthly rent, amount of rent owed, and the unit size.
 2. In any action to recover possession of a rental unit filed under this subsection 9.70.050(A), it shall be a defense that the landlord impeded the tenant's effort to pay rent by refusing to accept rent that a third party paid on behalf of the tenant or refusing to provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party.
- 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.
 1. A tenant may be evicted for breach of lease only where the tenant has, after written notice to cease, substantially violated a reasonable and legal material term of the rental agreement that was accepted in writing by the tenant. If such terms were added to the rental agreement after the initial creation of the tenancy, the landlord must have first notified the tenant in writing that acceptance of those terms was not required. To establish a substantial violation, the landlord must demonstrate that: (1) the violation caused substantial actual injury to the landlord or to other residents; and (2) the tenant's conduct was unreasonable under the circumstances. Minor, technical, or de minimis violations shall not constitute a breach of lease for purposes of eviction under this chapter.
 2. Notwithstanding any lease provision to the contrary, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the rental unit if the landlord has unreasonably withheld the right to sublease following a written request by the tenant. The tenant must continue to reside in the rental unit as their primary residence and the sublease must replace one or more departed tenants under the rental agreement on a one-for-one basis.
 - A landlord's refusal of a subtenant must state the reason for the refusal. If the landlord fails to respond to the tenant's request to sublease in writing within fourteen (14) days of receipt of the tenant's request, the tenant's request shall be deemed approved by the landlord.
 - A landlord's reasonable refusal of the tenant's written request may not be based on the

proposed occupant's lack of creditworthiness, if the occupant will not be legally obligated to pay some or all of the rent directly to the landlord.

3. Protections for Families. Notwithstanding any contrary provision in this section, a landlord shall not attempt to recover possession of a rental unit as a result of the addition to the rental unit of a tenant's child, parent, grandchild, grandparent, brother, sister, or the spouse or domestic partner (as defined in California Family Code Section 297) of such relatives, or as a result of the addition of the spouse or domestic partner of a tenant, so long as the number of occupants does not exceed the maximum lawful number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code Section 17922.
- 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. The tenant has created a threat to the health or safety of other occupants of the property or of the immediate neighbors of the property. The fact that a tenant has been the victim of a crime, or contacted the police or other emergency services, in and of itself, is not evidence of nuisance for purposes of this subsection (C). Conduct by a tenant that is the result of their status as a victim of domestic violence, sexual assault, stalking, human trafficking, elder abuse, or another crime against the tenant shall not constitute nuisance under this section, provided that the tenant can provide documentation or other evidence consistent with protections afforded under California Civil Code Sections 1946.7–1946.8 or other applicable state or federal law.
- ~~D. Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure. Cause Substantial Damage to Unit. The tenant has caused substantial damage to or expressly permitted substantial damage to the rental unit and, after written notice, has refused to cease damaging the premises, or has refused to either make satisfactory correction or to pay the reasonable costs of repairing such damage over a reasonable period of time.~~
- ~~E. 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 mobile home, 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 the Civil Code, and Sections 13113.7 and 17926.1 of the Health and Safety Code after the landlord has served the tenant with a written notice, to grant the landlord reasonable access to the rental unit for the purposes of showing the unit to a

prospective purchaser or mortgagee or making necessary repairs or improvements required by the law. Unless necessary due to a documented emergency affecting a tenant's health and/or safety, all repair or improvement work will be scheduled in compliance with the tenant safety plan and Section 8.05.100 and any applicable City regulations.

1. To terminate a tenancy under this subsection (H), a landlord:
 - a. Must show that they provided written notice to the tenant in compliance with California Civil Code Section 1954 and all necessary repair or improvement work was scheduled in compliance with this ordinance and all applicable City regulations.
 - b. Shall serve the tenant a written notice of the violation that provides the tenant with a minimum of fourteen (14) days' opportunity to cure the violation. The warning notice shall inform the tenant that a failure to cure may result in the initiation of eviction proceedings and include sufficient details of the violation to allow the tenant to reasonably comply and any information necessary to determine the date, time, place, witnesses present, and the circumstances concerning the reason for the notice. Any such warning notice must be attached to a notice terminating tenancy.
2. Tenants may request that workers, agents, or any other people requesting access to their rental unit wear face masks and may deny access if such a request is refused.

~~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 owner, 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.~~

9.70.060 No-Fault Just Causes for Eviction and Relocation Assistance – State Law Compliance

In accordance with California Civil Code Section 1946.2(d), as amended by Senate Bill 567 (2023), any Tenant Household subject to a No-Fault Eviction shall be entitled to relocation assistance. ~~No-Fault Evictions, for purposes of this section, shall be those no-fault just causes for eviction enumerated in Civil Code Section 1946.2(b)(2), as amended.~~

- A. The following are the only no-fault just causes for which a landlord may terminate a tenancy under this chapter:

1. Owner Move-In. The landlord seeks to recover possession in good faith for use as a primary residence by the landlord or the landlord's designated relative.
 - a. For purposes of this subsection, "designated relative" shall mean a landlord's spouse, domestic partner, child, parent, or grandparent.
 - b. A landlord, means a natural person who has at least a fifty-one (51) percent recorded ownership interest in the property.
 - c. The landlord or designated relative must intend in good faith to move into the rental unit within ninety (90) days after the tenant vacates and to occupy the rental unit as a primary residence for at least thirty-six (36) consecutive months.
 - d. Except as provided above, no eviction may take place under this section if the same landlord or the same designated relative already occupies a rental unit on the property, or if a comparable vacancy already exists at the property. Only one specific unit per property may undergo an "owner move-in" eviction. Once a landlord has successfully recovered possession of a rental unit under this subsection no other landlords may recover possession of any other rental unit at the property hereunder. Any future evictions taking place at the same property under this subsection must be of that same rental unit.
 - f. A landlord who has terminated a tenancy for a rental unit under this subsection may not terminate a tenancy for a tenant who subsequently reoccupies a rental unit after termination of tenancy hereunder or relocates to a comparable rental unit on the same property for a period of four (4) years beginning from the date of the latest notice terminating the tenancy.
 - g. A notice terminating a tenancy under subsection 8.05.090(A)(1) shall contain the name, address of primary residence, and relationship to the landlord of the person intended to occupy the rental unit, a list of all real property owned by each intended future occupant, the amount of monthly rent charged to the current tenant, and the address of the real property, if any, on which each intended future occupant claims a homeowner's property tax exemption.
 - h. If the landlord or designated relative specified on the notice terminating the tenancy fails to occupy the rental unit within ninety (90) days after the tenant vacates, the landlord shall:
 - i. Offer the rental unit to the tenant who vacated it at the same rent in effect at the time the tenant vacated; and
 - ii. Pay to said tenant all reasonable expenses incurred in moving to and from the rental unit, including lease termination fees. This subsection does not limit any other remedies a tenant may have under this chapter or applicable law.
 - i. If the landlord or designated relative specified on the notice terminating tenancy fails to occupy the rental unit within ninety (90) days or fails to occupy the rental unit for at least thirty-six (36) months, and the previous tenant declines to move back into the rental unit, any new tenant moving into the rental unit will have as the original base rent the rent in effect at the time the previous tenant vacated.
 - j. Eviction Protection for Elderly, Disabled, or Terminally Ill Tenants. A landlord may not evict

a tenant under this subsection if:

- i. The tenant has resided in the rental unit for at least three (3) years and is either at least 62 years of age or disabled; or
- ii. The tenant is certified as being terminally ill by the tenant's treating physician.

For the purposes of this subsection (j), notwithstanding the above, a landlord may evict a tenant who qualifies for the exemption because they are disabled if the landlord or designated relative who will occupy the rental unit is also disabled and no other units are available at the property. Likewise, a landlord may evict a tenant who qualifies for the exemption because they are terminally ill if the landlord or designated relative who will occupy the rental unit is also terminally ill and no other units are available at the property.

- k. **School Year Protections for Educators and Students.** It shall be a complete defense to an action to recover possession under this subsection if:
 - i. A child under the age of 21 or any educator resides in the unit and the child or educator is a tenant in the unit or the child has a custodial or family relationship with a tenant in the unit;
 - ii. The tenant has resided in the unit for twelve (12) months or more; and
 - iii. The expiration date of the notice of termination of tenancy falls during the school year.
1. A landlord may not evict a tenant under subsection 8.05.090(A)(1) if there is a comparable rental unit at the property occupied by a tenant who moved onto the property more recently than the tenant from whom the landlord seeks to recover possession.
2. **Withdrawal from Rental Market.** The landlord seeks in good faith to recover possession of all rental units on a parcel of land to permanently withdraw the units from the rental market or for demolition so long as the withdrawal is permitted by the Ellis Act (California Government Code Section 7060 et seq.). The landlord must have fulfilled all requirements of this chapter and all regulations, if any, passed by the City initiating the procedure for withdrawing rental units from rent or lease, with the intention of completing the withdrawal process and going out of the rental business or demolishing the rental units. Notice times may be increased by regulation if state law allows for additional time.
 - a. This Chapter shall be interpreted and applied in a manner that does not conflict or interfere with the Ellis Act (Cal. Gov. Code sections 7060, et seq.) or the Costa-Hawkins Rental Act. (Cal. Civ. Code §§ 1954.53-1954.53.)
 - b. A landlord who evicts under this subsection must withdraw all accommodations, as defined by subdivision (b) of section 7060 of the Government Code.
 - c. Any owner who re-rents accommodations, as defined by subdivision (b) of section 7060, after evicting under this subsection, shall offer to re-rent to the previous tenant in the manner specified by subdivision (b)(3) of section 7060.2 of the California Government Code. The

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

d. Consistent with subdivision (a)(1) of California Civil Code section 1954.53 and the time frame specified in subdivision (c) of California Government Code section 7060.2, for a period of five years following the landlord's notice pursuant to subdivision (E) of this section, any re-rental offer shall be at the lawful rent at the time notice was given to the City under subdivision (e) of this section.

e. All notices issued under this subsection shall be served on the City within seven days of service to Tenant(s).

3. Temporarily Vacate for Substantial Renovation. The landlord, after having obtained all necessary permits from the City and an approved tenant safety plan on or before the date the notice of termination is given, seeks in good faith to perform substantial renovation to the property.
 - a. For purposes of this subsection 8.05.090(A)(3), "substantial renovation" means repair or renovation work performed on a rental unit or on the building containing the rental unit that (1) brings the rental unit into compliance with applicable laws regarding building health and safety requirements by making substantial repairs, (2) cannot be performed while the tenant lives there, and (3) improves the property by prolonging its useful life or adding value. Substantial renovation must additionally involve one of the following:
 - i. Replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit under the San Pablo City Municipal Code;
 - ii. Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state, and local laws; or
 - iii. Repairs required by a building official in a notice of violation.
 - b. Where the landlord owns any other rental units in the city of San Pablo of the same number of bedrooms or fewer, and any such unit is vacant and available at the time of service of the written notice terminating the tenancy, or at any time thereafter until the earlier of the tenant vacating the rental unit or a court of competent jurisdiction entering judgment awarding possession of the premises to the landlord, the landlord may notify the tenant in writing of the existence and address of each such vacant rental unit and offer it to the tenant as an alternative to providing the relocations payments required under section 8.05.090(C), if the tenant so chooses. In such case, the landlord additionally shall offer the tenant the right, at the tenant's option, to enter into a rental agreement (to be designated as a "temporary rental agreement") for the available rental unit which the tenant may choose. The rent for such a unit shall not exceed the lesser of the lawful rent which may be charged for the available rental unit or the lawful rent in effect at the original rental unit at the time of the notice of termination of tenancy. The rental agreement for the replacement rental unit shall be for a

term of the lesser of ninety (90) days or until the substantial renovation is completed on the rental unit vacated by the tenant.

- c. Where the landlord recovers possession under subsection 8.05.090(A)(3) either prior to or after an unlawful detainer judgment, the tenant must be given the right of first refusal to reoccupy the unit. The landlord shall notify the tenant household at least sixty (60) days in advance of the date the rental unit becomes available. Within thirty (30) days of receipt of the notice of availability, a tenant household must notify the landlord if it wishes to reoccupy the rental unit. The landlord must hold the rental unit vacant at no cost to the tenant for sixty (60) days from the date the tenant household's written notice of its intent to reoccupy the rental unit is received.
 - d. School Year Protections for Educators and Students. If the expiration date of the notice of termination of tenancy falls during the school year, the landlord must make a showing that the substantial renovation cannot wait to be completed after the school year. Otherwise, it shall be a defense to an action to recover possession under this subsection 8.05.090(A)(3) that:
 - i. A child under the age of 21 or any educator lives in the unit and the child or educator is a tenant in the rental unit or the child has a custodial or family relationship with a tenant in the rental unit;
 - ii. The tenant has lived in the rental unit for twelve (12) months or more; and
 - iii. The expiration date of the notice of termination of tenancy falls during the school year.
- B. Relocation for No Fault Evictions.
- 1. A landlord seeking to recover possession under subsections 8.05.090(A) must make a relocation payment to the tenant household. The amount of the relocation payment shall be equal to four times the monthly fair market rent for the rental unit being vacated, per tenant household, or \$12,000, whichever is greater. The landlord shall pay this amount at the time of service of the notice of termination of tenancy. If the notice of termination is withdrawn, the tenant shall return the relocation payment.
 - 2. If any tenant of the tenant household is 62 years of age or older, disabled, or terminally ill at the time a notice of intent to withdraw rental units under subsection 8.05.090(A) is filed with the City, the tenant household shall be entitled to receive a payment of \$6,000 in addition to the payment required by subsection 8.05.090(C)(1). A tenant must notify the landlord of their entitlement to this payment.
 - 3. When a landlord disputes a tenant household's eligibility to receive standard or additional relocation assistance, either party may file a petition with the City requesting a hearing to determine eligibility. Such petitions and hearings shall follow all applicable procedures specified in Section 8.05.160 and City regulations. This is not an exclusive remedy.
 - 4. Every year following the date of passage, both the minimum relocation payment provided for in subsection 8.05.090(C)(1) and the additional relocation payment provided for in subsection 8.05.090(C)(2) shall adjust annually at the rate of increase in the Consumer Price

Index (as published by the City) for the 12-month period ending as of April of the current year.

- ~~B. The Housing Provider shall provide written notice to the Tenant specifying the form of relocation assistance being offered at the time the Termination Notice is served.~~
- ~~C. If the Housing Provider elects to waive the final month's rent and the Tenant fails to vacate the unit as required, the Housing Provider may recover the waived rent as damages in an unlawful detainer action.~~
- D. Nothing in this section shall preclude the City of San Pablo from administratively adopting or enforcing more protective relocation assistance requirements, including higher payment amounts or expanded eligibility, as authorized by the California Civil Code. Any additional relocation assistance requirements adopted by the City shall not conflict with the minimum standards set forth in Civil Code Section 1946.2(d), as amended.

Other relocation assistance provisions are regulated by Chapter 8.05 Tenant Relocation Assistance of the San Pablo Municipal Code. In the event of a conflict between this Chapter and Chapter 8.05, the provision offering greater tenant protection shall prevail.

9.70.070 Notice Terminating Tenancy Requirements

- ~~A. Any Termination Notice provided to Tenants must contain the following information:~~ In any action to recover possession of a rental unit, a landlord must allege and prove that the landlord seeks to recover possession of the unit with good faith, honest intent, and no ulterior motive, for the reason stated in the termination notice.
- B. If a landlord claims the rental unit is exempt from this chapter, the landlord must allege in the notice of termination of tenancy and prove that the unit is covered by one of the exceptions enumerated in Subsection 8.05.030(B), including the specific grounds for the exemption. Failure to make such allegations in the notice shall be a complete defense to any unlawful detainer action.
- C. Additional Notice Requirements. In any notice purporting to terminate a tenancy under this chapter, the landlord shall state the just cause reason for termination of the tenancy, as set forth in either Section 9.70.050 or Section 9.70.060 above and any information required under this chapter. All termination notices served under this chapter must additionally include the following:
 1. A statement that information regarding the laws upon which the notice terminating the tenancy is based is available from the City;
 2. A statement that tenants seeking legal advice should consult with an attorney;
 3. The statement, "The Just Cause For Eviction Protections Ordinance applies to your rental unit. Your landlord must have one of the reasons specified in the ordinance in order to end your tenancy. Reasons that are not listed in the ordinance, such as the sale of the property, are not valid causes for eviction under the ordinance.";

4. The calendar date on which the tenant is required to vacate, including the month and day;
5. All notices that the landlord is otherwise required by this chapter to serve on a tenant during an effort to terminate a tenancy, which must be attached to the termination notice; and
6. Any other information that the City may, by regulation, require.
7. If the notice is for a No-Fault Eviction described in Section 9.70.060 above, an explanation of the right to and amount of relocation assistance payments; and
8. If the notice is for a No-Fault Eviction under 8.05.090(A)(3), (intent to substantially renovate), the Landlord must have obtained all necessary permits from the City and an approved tenant safety plan on or before the date the notice of serving the Termination Notice. The notice shall include:
 - i. A copy of the permit(s);
 - ii. A statement informing tenants of their right to relocation payments under this chapter.
 - iii. A detailed scope of work: A description of the substantial renovation to be completed
 - iv. An estimated timeline for completion; and
 - v. A statement of the Tenant's right of first refusal to return to the unit upon completion of the remodel.: "When the needed repairs are completed on your unit, the landlord must offer you the opportunity to return to your unit with a rental agreement that has the same terms as your original one and with the same rent."

D. Filing of Termination Notices. The landlord shall file with the City a copy of any notice terminating a tenancy within three (3) days after serving the notice on the tenant.

E. Failure to Strictly Comply in Eviction Actions. In any legal action brought to recover possession of a rental unit, the landlord must allege and prove compliance with this chapter. A landlord's failure to strictly comply with any requirement of this chapter or any implementing regulation may be asserted by a tenant as an affirmative defense in an action brought by the landlord to recover possession of the rental unit.

F. The requirements of this section 8.05.110 shall apply to all notices terminating tenancy that have been served as of the effective date of this chapter, but where the corresponding rental unit has not been vacated or an unlawful detainer judgment has not been issued as of the effective date of this chapter.

G. Good Faith in Eviction Actions. The City may adopt regulations governing the determination of good faith.

9.70.080 Rules, Regulations, Procedures, and Forms

The City Manager or his or her designee may adopt reasonable rules, regulations, procedures, and forms as necessary to implement the provisions of this Chapter.

~~9.70.090 Withdrawal from Rental Market~~

~~In addition to this Chapter, the Ellis Act (Government Code sections 7060, et seq.) governs a Housing Provider's withdrawal of a Rental Unit from the rental market. This Chapter shall be interpreted and applied in a manner that does not conflict or interfere with the provisions of the Ellis Act.~~

9.70.100 Additional Tenant Protections

A. Right of Return and Right of First Refusal. All Tenants displaced based on a termination of tenancy for a No-Fault Eviction under [this section 9.07.060\(A\)](#) ~~Civil Code Section 1946.2(b)(2)(A) (owner move in) or Civil Code Section 1946.2(b)(2)(D) (substantial remodel)~~ shall have the right of first refusal to return to the unit if the Rental Unit is returned to the rental market by the Landlord or a successor Landlord. ~~within one (1) year of displacement of the Tenant or such a longer period as required by state law.~~

1. [The new rental agreement shall include the same terms as the original, and the original base rent shall be the rent lawfully paid by the tenant at the time the landlord gave notice for which the basis was listed in the section 9.07.060](#)

2. [Should the tenant decline to reoccupy the rental unit after it is returned to the rental market, the lawful base rent for the new tenancy shall be the rent lawfully paid by the former tenant at the time the landlord served the termination notice, plus any lawful annual allowable rent increases.](#)

B. Retaliation Prohibited. It shall be unlawful for a Landlord to retaliate against a Tenant in response to a Tenant exercising any of Tenant's rights under this Chapter or any other laws, including but not limited to filing or participating in a complaint regarding unsafe living conditions, requesting repairs, reporting building code violations to the City or any other governmental agency, pursuing legal action, or forming, joining, or participating in a Tenant organization. For purposes of this section, retaliation includes, but is not limited to, serving an eviction notice or taking other action to recover possession of a Rental Unit, increasing rent, eliminating or reducing services or amenities to a Rental Unit, or otherwise interfering with Tenant's rights under an applicable lease agreement.

9.70.110 Tenant Defenses and Remedies

A. Defense to Action to Recover Possession. Failure of a Landlord to comply with any of the provisions of this Chapter [or any implementing regulation](#) shall provide the Tenant with an affirmative defense in any legal action brought by the Landlord to recover possession of the Rental Unit.

- ~~B. Defense to Action to Collect Rent. Failure of a Housing Provider to comply with any of the provisions of this Chapter shall provide the Tenant with an affirmative defense in any legal action brought by the Housing Provider to collect rent.~~
- C. Civil. Any aggrieved tenant, or the City, may enforce the provisions of this chapter by means of a civil action.
- D. Injunctive and Equitable Relief. An aggrieved tenant, the city attorney, or any person or entity who will fairly or adequately represent the interests of the protected class may seek injunctive relief ~~on their own behalf and on behalf of other affected tenants~~ under this subsection 9.70.110(C) to enjoin any person who commits an act or engages in any pattern and practice that is in ~~a Housing Provider's~~ violation of this Chapter or its implementing regulations. A court may issue other equitable relief as may be necessary to prevent the use or employment by any person of any practice which violates this ordinance or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired through practices that violate this ordinance.
- E. Damages. A Tenant may bring a civil action to recover actual damages, treble damages upon a showing that the Landlord has acted willfully or with ~~oppression, fraud or malice~~ reckless disregard ~~and punitive damages~~, as well as attorneys' fees and costs at the court's discretion.
1. Damages for Relocation Payments. If a landlord fails to provide required relocation payments in accordance with this chapter, in addition to any other remedy under this chapter, or at law, the landlord shall be liable to the tenant in a civil action for damages of not less than three (3) times actual damages.
 2. Eviction Protection Damages. Any attempt to recover possession of a rental unit or obtain possession of a rental unit in violation of this chapter shall render a landlord liable to the tenant in a civil action for damages of not less than three (3) times actual damages, including damages for mental anguish and emotional distress. Damages for mental anguish and emotional distress shall be trebled if the landlord acted in knowing violation or reckless disregard of this chapter.
- F. Attorney's Fees and Costs.
1. Action by City Attorney. In any civil proceeding brought by the city attorney pursuant to this section 8.05.190, the City may, at the initiation of the proceeding, seek an award of attorney's fees. If the City seeks an award of attorney's fees, the award shall be made to the prevailing party. Court costs may be awarded to a prevailing party pursuant to state law.
 2. Action by Tenant. In any civil action brought pursuant to this section 8.05.190, the prevailing tenant is entitled to recover the tenant's court costs and reasonable attorney's fees. A defendant landlord may recover reasonable attorney's fees if the complaint brought by the tenant was found by a court of competent jurisdiction to be devoid of merit and brought in bad faith.
 3. Costs of Investigation. In the event the city attorney brings a civil action, or proceeding pursuant to this chapter, the city attorney may recover its costs of investigation.

- G. No Exhaustion Requirement. No tenant shall be required to exhaust any administrative remedies before utilizing a private right of action in this section.
- H. Remedies are Nonexclusive. Remedies provided in this Chapter are in addition to any other existing legal remedies and are not intended to be exclusive.
- I. Statute of Limitations. The statute of limitations for an action shall be three (3) years. All remedies under this chapter are available for the entire three-year statutory period.
- J. Discretionary Enforcement by City. In addition to any other remedies provided by this Chapter or by other law, the City Attorney may also enforce the provisions of this Chapter by means of a civil action. ~~or injunctive relief.~~
- ~~K. Housing Provider Rights. Nothing in this Chapter shall be deemed to interfere with the right of a Housing Provider to file an action against a Tenant or non-Tenant third party for the damage done to the Housing Provider's property.~~

9.70.120 Non-Waiver Clause

The requirements of this Chapter may not be waived, and any term of any lease, contract, or other agreement which purports to waive or limit the substantive or procedural rights created under this Chapter are contrary to public policy, unenforceable, and void.

Amendments in part, to:

CHAPTER 9.80 HOUSING STABILITY AND ANTI-HARASSMENT PROTECTIONS

9.80.10 Purpose, Incorporation of State Law, and Findings

~~A. "Harassment" includes, but is not limited to, any conduct described in Civil Code Section 1940.2(a), in addition the following:~~

- ~~a. Use of force, threats, or menacing conduct to influence a tenant to vacate a Rental Unit;~~
- ~~b. Threats to disclose a Tenant's immigration status;~~
- ~~c. Repeated verbal abuse or intimidation of a Tenant;~~
- ~~d. Refusal to make necessary repairs or provide housing services required under a lease or by law;~~
- ~~e. Entering the Rental Unit unlawfully or excessively;~~
- ~~f. Offering payments to vacate a Rental Unity more than once in six (6) months after a Tenant has notified the Housing Provider that the Tenant does not desire to vacate the Rental Unit;~~
- ~~g. Filing false reports with government agencies;~~
- ~~h. Removing personal property or locking out Tenants without a court order; and~~

~~i. Utility shutoffs, and removal of doors/windows with intent to terminate tenancy.~~

B. ~~"Housing Provider"~~ "Landlord" means an owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing.

E. "Housing Services" means amenities or services provided by the landlord in connection with a tenancy. Housing services include, but are not limited to, repairs, maintenance, painting, light, hot and cold water, electricity service, heating service, sewer service, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitorial services, pest control, in-unit appliances, access to exterior doors, entry systems, and gates, refuse removal, furnishings, landline telephone, parking, the right to have a specified number of occupants or tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any rental unit. Housing services for a rental unit include a proportionate part of services provided to common facilities of the building where the rental unit is located. In addition, a tenant's right to engage in organizing activities, to receive assistance from a tenant association, and to have organizing activities occur at the property shall qualify as a housing service, and a landlord's failure to confer in good faith with a tenant association may support a petition for a substantial decrease in housing services.

F. "Organizing activities" means concerted activities by tenants or individuals acting on behalf of tenants for their shared collective interests as tenants, regardless of whether they share the same landlord or management company. Collective interests may include concerns regarding housing services, repairs and maintenance, security, rent amounts or rent increases, evictions, discrimination, or harassment. Organizing activities shall include, but are not limited to:

- a. Engaging with other tenants for the purpose of mutual aid and protection;
- b. Convening tenant or tenant association meetings in an appropriate space accessible to tenants under the terms of their rental agreement;
- c. Providing property access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at a property;
- d. Distributing and posting literature informing other tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards, or communicating with other tenants about their rights;
- e. Advocating for government action or legislation addressing issues of particular concern to tenants;
- f. Initiating contact with other tenants, including by conducting door-to-door surveys, to ascertain interest in and/or seek support for forming a tenant association;
- g. The operations of a tenant association, including joining or supporting a tenant association; or
- h. Otherwise acting on behalf of one or more tenants in the building regarding issues of common interest or concern.

G. "Property" means all rental units on a parcel or lot, including any associated common areas.

H. "Rent" means all periodic payments and all nonmonetary consideration a tenant pays in exchange for the use or occupancy of a rental unit and common areas, including all payment and consideration for housing services. Nonmonetary compensation includes the fair market value of goods, labor performed, or services rendered to or for the benefit of the landlord under a rental agreement.

I. "Rental agreement" means an agreement, oral, written, or implied, between a landlord and tenant for use or occupancy of a rental unit and for housing services.

J. "Tenant" means a tenant, subtenant, lessee, sublessee, or other person entitled by written or oral rental agreement to the use or occupancy of a Rental Unit.

K. "Utility" and "utilities" means the provision of gas, heat, electricity, water, hot water, sewer, refuse removal, telephone, cable, or internet.

9.80.030 Prohibited Conduct

A. No Landlord shall engage in any form of harassment as defined in this Chapter ~~or under Civil Code Section 1940.2~~, whether directly or indirectly, ~~with the intent to cause or influence a Tenant to vacate a Rental Unit or otherwise waive any legal rights to a Rental Unit.~~ in bad faith. For purposes of this section, "bad faith" means willful, reckless, or grossly negligent conduct in disregard for legal requirements or in a manner indifferent to the rights of or impact on tenants. The scope and effect of the conduct will be taken into account in determining whether the conduct is in bad faith. The City may enact regulations to further guide the determination that conduct is in bad faith.

1. Reduce, interrupt, terminate, or fail to provide housing services required by a rental agreement or by state, county, or local housing, health, or safety laws, or threaten to do so. This includes the following:

a. Curtailing any utility services by any means whatsoever, including, but not limited to, the cutting or removal of wires, removal of fuses, switching of breakers, and non-payment of bills for utilities that are part of the housing services.

b. Impeding reasonable access to the rental unit.

c. Removing doors or windows of the rental unit.

2. Fail to perform repairs or maintenance required by a rental agreement or by state, county, or local housing, health, or safety laws, or threaten to do so.

3. Fail to exercise due diligence in completing repairs or maintenance once undertaken or fail to follow appropriate industry repair containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts, or fail to use all containment or remediation protocols designed to protect the health and safety of the occupants of property when completing repairs and maintenance.

4. Abuse the landlord's right of access into a rental unit as established and limited by California Civil Code Section 1954 or successor statute, including the following:

a. Failing to provide the approximate time of entry to a tenant or providing a time window that is excessive relative to the amount of time for which the landlord requires access.

b. Entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection, including exceeding the scope of a notice provided per California Civil Code Section 1954.

c. Entering an excessive number of times.

d. Entering in a way that improperly targets certain tenants or is used to collect evidence against occupants or is beyond the scope of an otherwise lawful entry.

e. Entering or demanding entry at times outside of normal business hours, unless for health and safety reasons or if the tenant agrees otherwise.

f. Entering contrary to a tenant's reasonable request to change the date or time of entry.

g. Misrepresenting the reasons for accessing a rental unit.

h. Failing to notify a tenant that a noticed entry has been canceled.

5. Remove or threaten to remove from the rental unit personal property, furnishings, or other items that belong to the tenant or that are part of the housing services without the prior written consent of the tenant, except when done pursuant to the procedures set forth in California Civil Code Section 1980 et seq., or successor statute.

6. Influence or attempt to influence a tenant to vacate a rental unit through fraud, intimidation, or coercion. This includes threatening to report a tenant or other person known to the landlord to be associated with the tenant to any local, state, or federal agency based on their perceived or actual immigration status.

7. Offer payments to a tenant to vacate more than once in six (6) months, after the tenant has notified the landlord in writing the tenant does not desire to receive further offers of payments to vacate.

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

9. Threaten the tenant, or their guests, by word or gesture, with physical harm.

10. Interfere with a tenant's right to quiet use and enjoyment of a rental unit as that right is defined by California law.

11. Refuse to accept or acknowledge receipt of a tenant's lawful rent payment or rental assistance payment. This shall include a refusal to accept rent paid on behalf of the tenant from a third party, or to timely provide a W-9 form or other necessary documentation for the tenant to receive

rental assistance from a government agency, non-profit organization, or other third party.

12. Refuse to cash a rent check or money order for more than thirty (30) days.

13. Interfere with a tenant's right to privacy. This includes, but is not limited to, the following:

a. Recording video or audio that captures the interior of a rental unit.

b. Unreasonable inquiry into a tenant's relationship status or criminal history.

c. Unreasonable restrictions on or inquiry into guests. Unreasonable restrictions on guests include, but are not limited to, prohibiting a tenant from hosting overnight guests and charging a tenant a fee for hosting overnight guests.

14. Request information that violates a tenant's right to privacy. This includes, but is not limited to, requesting information regarding the residency status, citizenship status, or social security number of any tenant or member of the tenant's family or household member, occupant, or guest of any tenant, except as required by law or, in the case of a social security number, for the purpose of obtaining information for the qualifications for a tenancy prior to the inception of a tenancy, or releasing such information except as required or authorized by law. This includes a refusal to accept equivalent alternatives to information or documentation that does not concern immigration or citizenship status, e.g., an Individual Taxpayer Identification Number (ITIN). This subsection 8.05.140(A)(14) applies to a prospective tenant as well as to a current tenant.

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

16. Force a tenant to vacate their rental unit and reregister to avoid classification as a tenant under California Civil Code Section 1940.1. Forced vacation can be implied from the totality of the circumstances.

17. Unilaterally impose or require an existing tenant to agree to material new terms of tenancy or to a new rental agreement, unless:

a. The change in the terms of tenancy is authorized by California Civil Code Sections 1946.2(f), 1947.5, or 1947.12, or successor statutes, or is required by federal, state, or local law or regulatory agreement with a government agency; or

b. The change in the terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept such new terms as part of the rental agreement.

Notwithstanding subsections 8.05.140(A)(17)(a) and (b), for controlled rental units, all changes in the terms of tenancy must additionally comply with the provisions of this chapter and any accompanying regulations.

18. Remove a housing service for the purpose of causing the tenant to vacate the rental unit.

19. Commit elder financial abuse, as defined by California Welfare and Institutions Code

15610.30 et seq., of a tenant.

20. Fail to provide or fail to adequately provide housing services to a tenant that are customarily provided to other tenants in the building who pay a different rent amount or use a different source of income to pay rent.

21. Fail to provide or fail to adequately provide housing services to a tenant that are customarily provided to other tenants in the building when the tenant owes COVID-19 rental debt. For purposes of this subsection 8.05.140(A)(21), "COVID-19 rental debt" shall mean unpaid rent or any other unpaid financial obligation under the rental agreement that came due between March 1, 2020 and February 28, 2023.

22. Release information protected by the tenant's right to privacy except as required or authorized by law.

23. Conduct elective renovation of or construction work on a rental unit for the purpose of harassing a tenant.

24. Provide false written or verbal information regarding any federal, state, county, or local tenant protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice. False information includes, without limitation, requesting or demanding a tenant:

a. Sign a new rental agreement not in the tenant's primary language if:

i. Rental agreement negotiations were conducted in the tenant's primary language;

ii. The existing rental agreement is in the tenant's primary language; or

iii. The landlord is otherwise aware that the new rental agreement is not in the tenant's primary language.

b. Enter into a rent repayment plan if the landlord states, misrepresents, suggests, or implies, that the tenant should or must do so to take advantage of tenant protection laws that do not in fact require such plans.

25. Communicate with the tenant in a language other than the tenant's primary language for the purpose of intimidating, confusing, deceiving, or annoying the tenant.

26. Interfere with the right of tenants to engage in organizing activities.

27. Engage any tenant in any form of human trafficking as defined by California Penal Code Section 236.1, as a condition of that tenant's continued occupancy of a rental unit.

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

The City may, by regulation, augment but not eliminate, reduce or weaken this list.

B. Severances Prohibited. The following amenities, supplied in connection with use or occupancy of a rental unit, may not be severed from a tenancy without good cause: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, backyards, gardens on the same lot, kitchen facilities, toilet facilities, or lobbies in residential hotels. For purposes of this section 8.05.140, good cause shall include:

1. The requirement of federal, state, or local law;
2. For rental units which are not controlled rental units, acceptance of the severance in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept the severance;
3. For controlled rental units, City approval of the removal of amenities in a manner consistent with the City's regulations; or
4. The removal of a balcony for which repair or removal was necessary for safety and where the landlord has obtained all necessary permits for the removal.

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

Defense to Unlawful Detainer. A tenant may use the protections afforded in this article as an affirmative defense in an unlawful detainer, ejectment, and other actions, regardless of the factual allegations in the eviction notice, when their landlord engages in actions constituting tenant harassment as defined in this article and other applicable laws.

9.80.40 Enforcement and Remedies

A. Civil. Any aggrieved tenant, or the City, may enforce the provisions of this chapter by means of a civil action.

B. Injunctive and Equitable Relief. A aggrieved tenant, the city attorney, or any person or entity who will fairly or adequately represent the interests of the protected class may seek injunctive relief ~~on their own behalf and on behalf of other affected tenants~~ under this subsection 9.80.40(B) to enjoin a Landlord's violation of this Chapter or its implementing regulations. A court may issue other equitable relief as may be necessary to prevent the use or employment by any person of any practice which violates this ordinance or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired through practices that violate this ordinance.

C. Damages. A Tenant may bring a civil action to recover actual damages. Any person who violates, or aids or incites another person to violate, the provisions of Chapter 9.80 shall be liable in a civil action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of \$1,000.00, whichever is greater, and whatever other relief the court deems appropriate. In the case of an award for damages for mental or emotional distress, there shall be treble damages upon a showing that the Landlord has

acted willfully or with a reckless disregard of this chapter, ~~with oppression, fraud or malice and~~ punitive damages, as well as attorneys' fees and costs at the court's discretion. Moreover, any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to \$5,000.00 for each offense committed against a person who is disabled or aged 62 or over.

D. Attorney's Fees and Costs.

- Action by City Attorney. In any civil proceeding brought by the city attorney pursuant to this section 8.05.190, the City may, at the initiation of the proceeding, seek an award of attorney's fees. If the City seeks an award of attorney's fees, the award shall be made to the prevailing party. Court costs may be awarded to a prevailing party pursuant to state law.
- Action by Tenant. In any civil action brought pursuant to this section 8.05.190, the prevailing tenant is entitled to recover the tenant's court costs and reasonable attorney's fees. A defendant landlord may recover reasonable attorney's fees if the complaint brought by the tenant was found by a court of competent jurisdiction to be devoid of merit and brought in bad faith.
- Costs of Investigation. In the event the city attorney brings a civil action, or proceeding pursuant to this chapter, the city attorney may recover its costs of investigation.

E. Remedies are Nonexclusive. Remedies provided in this Chapter are in addition to any other existing legal remedies and are not intended to be exclusive.

F. Statute of Limitations. The statute of limitations for an action shall be three (3) years. All remedies under this chapter are available for the entire three-year statutory period.

G. Discretionary Enforcement by City. In addition to any other remedies provided by this Chapter or by other law, the City Attorney may also enforce the provisions of this Chapter by means of a civil action or injunctive relief.

H. No Exhaustion Requirement. No tenant shall be required to exhaust any administrative remedies before utilizing a private right of action in this section. No Administrative Hearings Required. This Chapter does not require the City to conduct investigations, hold administrative hearings, or issue formal findings prior to enforcement. The City shall not be obligated to establish, operate, or maintain any administrative hearing process related to tenant harassment claims under this Chapter.

End of suggested changes.