ORDINANCE 2026-###

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN PABLO ADDING CHAPTER 9.70 (JUST CAUSE FOR EVICTION PROTECTIONS) AND CHAPTER 9.80 (HOUSING STABILITY AND ANTI-HARASSMENT PROTECTIONS) TO THE SAN PABLO MUNICIPAL CODE

WHEREAS, the City of San Pablo is committed to protecting the health, safety, and welfare of its residents, including tenants vulnerable to displacement, harassment, and housing instability;

WHEREAS, the City Council has adopted policy goals under the FY 2025–27 Priority Workplan and the Housing Action Plan to strengthen tenant protections, prevent unlawful evictions, and expand educational outreach in collaboration with housing partners;

WHEREAS, two-thirds of households in San Pablo are renters and an important part of our community;

WHEREAS, the San Pablo Affordable Housing Strategy, adopted November 16, 2020, describes seven goals for implementation to serve as a blueprint for the City over the next 10 years;

WHEREAS, Goal B of the San Pablo Housing Strategy is to “Support and Protect Existing Tenants” and Goal C is to “Improve Housing Quality & Safety” which aim at supplementing existing protections and increasing housing quality;

WHEREAS, California Civil Code Sections 1940.2, 1942.5, and 1954, together with the Tenant Protection Act of 2019 (Civil Code Section 1946.2 *et. seq.*), as amended by Senate Bill 567 (2023), provide certain statewide rental protections and further authorize local jurisdictions to adopt and enforce additional regulations to address tenant harassment, establish just cause for eviction standards, and promote housing stability;

WHEREAS, the City of San Pablo affirms its alignment with these state laws and recognizes the importance of local implementation to ensure that tenants are aware of and able to exercise their rights;

WHEREAS, the City Council supports a balanced approach to housing policy that protects tenants from abuse while fostering fair treatment and open communication between tenants and housing providers;

WHEREAS, the City is committed to working in partnership with housing providers, legal advocates, and community-based organizations to promote compliance, education, and equitable housing outcomes; and

WHEREAS, the proposed ordinance: (i) establishes criteria for lawful evictions under Chapter 9.70; (ii) prohibits harassment and retaliation by housing providers under Chapter 9.80; (iii) provides various enforcement mechanisms; and (iv) affirms the City's commitment to protecting the health, safety, and welfare of its residents.

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

SECTION 1. Recitals. The above Recitals are true and correct and are incorporated herein by reference.

SECTION 2. Amendment of Municipal Code. Title 9 of the San Pablo Municipal Code is amended to add Chapters 9.70 and 9.80 as follows:

CHAPTER 9.70 JUST CAUSE FOR EVICTION PROTECTIONS

Sections:

9.70.010 Purpose, Incorporation of State Law, and Findings
9.70.020 Definitions
9.70.030 Applicability and Exemptions
9.70.040 Just Cause for Eviction Protections
9.70.050 At-Fault Just Causes for Eviction
9.70.060 No-Fault Just Causes for Eviction and Relocation Assistance – State Law Compliance
9.70.070 Notice Terminating Tenancy Requirements
9.70.080 Rules, Regulations, Procedures, and Forms
9.70.090 Withdrawal from Rental Market
9.70.100 Additional Tenant Protections
9.70.110 Tenant Defenses and Remedies
9.70.120 Non-Waiver Clause

9.70.010 Purpose, Incorporation of State Law, and Findings

A. The purpose of this Chapter is to promote neighborhood and community stability, healthy housing, and relations between Housing Providers and tenants and to protect tenants from arbitrary, discriminatory, or retaliatory evictions, while allowing Housing Providers a fair and reasonable return on their investment. This legislation is designed to advance the housing policies of the City.

B. The City Council finds that: (i) the just cause protections for termination of a residential tenancy under this Chapter are consistent with Civil Code Section 1946.2; (ii) this Chapter provides for greater tenant protections than currently exist in the City by including just cause protections for some renters of single family homes, and other additional tenant protections not prohibited by any other provision of law; and (iii) this Chapter is more protective than the provisions of Civil Code Section 1946.2.

9.70.020 Definitions

Unless the particular provision or the context otherwise requires, the following definitions shall govern the interpretation and application of this Chapter:

A. "At-Fault Eviction" means action by a Housing Provider to terminate a tenancy based upon the grounds set forth in Civil Code Section 1946.2(b)(1), as amended.

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.

C. "No-Fault Eviction" means action by a Housing Provider to terminate a tenancy based upon the grounds set forth in Civil Code Section 1946.2(b)(2), as amended.

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.

E. "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.

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

G. "Termination Notice" refers to a formal written notice provided by a Housing Provider to a tenant that informs the tenant of the Housing Provider’s intent to terminate the tenancy. The notice must comply with applicable state laws, including California Civil Code Sections 1946.1 and 1946.2.

9.70.030 Applicability and Exemptions

A. Applicability. The provisions of this Chapter shall apply to all Rental Units in the City of San Pablo, except as otherwise set forth in Sections 9.70.030.B. below.

B. Exemptions. This Chapter shall not apply to:

1. The types of residential real properties and residential circumstances enumerated in Civil Code Section 1946.2(e), as amended; provided, however, that this Chapter shall apply to all single-family residences, accessory dwelling units, and junior accessory dwelling units in the City of San Pablo.

2. An unlawful detainer action solely for nonpayment of rent originally due from March 1, 2020, through June 30, 2022, to the extent prohibited by California Code of Civil Procedure Section 1179.05 or any successor statute.

3. Any rental of a space or lot in a mobile home park, as defined by California Civil Code Section 798 et seq.

9.70.040 Just Cause for Eviction Protections

A. A Housing Provider 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, or initiating any legal action to recover possession of a Rental Unit unless the Housing Provider can demonstrate:

1. That the Housing Provider 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.

B. Notwithstanding Civil Code Section 1946.2(a), the protections set forth in this section are intended to apply immediately upon the commencement of any tenancy, regardless of the length of the tenancy, number of tenants, or other changes to the lease. There is no waiting period and tenants are protected from the first day of tenancy.

9.70.050 At-Fault Just Causes for Eviction

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

A. Default in the payment of rent.

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

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

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

E. The tenant had a written lease that terminated on or after January 1, 2020, 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.

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

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 amount and form of relocation assistance shall be:

1. A direct payment equal to two months' rent;

2. A rent waiver for the final two months of tenancy, provided the Tenant is not in arrears; or

3. A combination of direct payment equal to one month's rent and a rent waiver for the final month's tenancy.

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 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:

1. The just cause reason for termination of the tenancy, as set forth in either Section 9.70.050 or Section 9.70.060 above;

2. 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

3. If the notice is for a No-Fault Eviction under Civil Code Section 1946.2(b)(2)(D)(intent to substantially remodel), the Housing Provider must have obtained all necessary permits prior to serving the Termination Notice. The notice shall include:
    i. A copy of the permit(s);
    ii. A detailed scope of work;
    iii. An estimated timeline for completion; and
    iv. A statement of the Tenant's right of first refusal to return to the unit upon completion of the remodel.

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 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 Housing Provider or a successor Housing Provider within one (1) year of displacement of the Tenant or such a longer period as required by state law. If any Tenant exercises the right to return to a Rental Unit pursuant to this Section 9.70.100 within one (1) year of displacement, the Housing Provider shall

offer the Unit to the Tenant at the same rental amount that was in effect at the time of Tenant's initial displacement. No additional fees or surcharges shall be imposed as a condition of return.

B. Retaliation Prohibited. It shall be unlawful for a Housing Provider 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 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 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. Injunctive Relief. A Tenant may seek injunctive relief on their own behalf and on behalf of other affected tenants to enjoin a Housing Provider's violation of this Chapter.

D. Damages. A Tenant my bring a civil action to recover actual damages, treble damages upon a showing that the Housing Provider has acted willfully or with oppression, fraud or malice and punitive damages, as well as attorneys' fees and costs at the court's discretion.

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. 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.

G. 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.

CHAPTER 9.80 HOUSING STABILITY AND ANTI-HARASSMENT PROTECTIONS

Sections:

9.80.010 Purpose, Incorporation of State Law, and Findings
9.80.020 Definitions
9.80.030 Prohibited Conduct
9.80.040 Enforcement and Remedies
9.80.050 Retaliation Prohibited

9.80.10 Purpose, Incorporation of State Law, and Findings

A. The purpose of this Chapter is to protect the health, safety, and welfare of tenants in the City of San Pablo by prohibiting harassment by Housing Provider's and their agents. This Chapter is adopted pursuant to the City's police powers and in accordance with California Civil Code Section 1940.2 and Senate Bill 567 (2023), and shall be interpreted consistently with applicable state law, including the Mobile Home Residency Law (California Civil Code §§ 798 et seq.). In the event of any conflict between this Chapter and the Mobile Home Residency Law, the provisions of the Mobile Home Residency Law shall take precedence.

9.80.020 Definitions

Unless the particular provision or the context otherwise requires, the following definitions shall govern the interpretation and application of this Chapter:

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" 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.

C. “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. For purposes of this Chapter, “Rental Unit” also includes spaces within mobile home parks.

D. "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.

9.80.030 Prohibited Conduct

No Housing Provider shall engage in any form of harassment as defined in this Chapter or under Civil Code Section1940.2, 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.

9.80.40 Enforcement and Remedies

A. Injunctive Relief. A Tenant may seek injunctive relief on their own behalf and on behalf of other affected tenants to enjoin a Housing Provider’s violation of this Chapter.

B. Damages. A Tenant my bring a civil action to recover actual damages, treble damages upon a showing that the Housing Provider has acted willfully or with oppression, fraud or malice and punitive damages, as well as attorneys’ fees and costs at the court’s discretion.

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

D. 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.

E. 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.

9.80.050 Retaliation Prohibited

It shall be unlawful for a Housing Provider 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.

SECTION 3. Severability. If any sections, subsections, sentences, clauses, phrases or portions of this ordinance are for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this and each section, subsection, phrase or clause of this ordinance whether or not any one or more sections, subsections, phrases or clauses may be declared invalid or unconstitutional on their face or as applied.

SECTION 4. Compliance with the California Environmental Quality Act (CEQA). Approval of this ordinance is exempt from environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment.

SECTION 5. Codification. Section 2 of this ordinance shall be codified in the San Pablo Municipal Code. Sections 1 and 3 through 6 shall not be so codified.

SECTION 6. Effective Date; Publication. This ordinance shall become effective thirty (30) days following its adoption. The City Clerk's Office shall publish and post the ordinance in accordance with California Government Code Section 36933.

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THE FOREGOING ORDINANCE was introduced at a regular meeting of the City Council on February 2, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ADOPTED AND ORDERED published at a regular meeting of the City Council held on _____by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

ATTEST:

_____
Dorothy Gantt, City Clerk

APPROVED:

_____
Elizabeth Pabon-Alvarado, Mayor