

CHAPTER 26.50
JUST CAUSE FOR RESIDENTIAL EVICTIONS

§ 26.50.010. Just Cause for Residential Evictions.

- A. The owner of a rental unit shall not terminate the tenancy of a qualified tenant unless the owner is able to prove just cause, which must be stated in full in the notice of termination.
- B. Just cause includes at-fault just cause or no-fault just cause as defined in Section 26.50.070.
- C. Just cause also includes at-fault just cause as defined in Civil Code Section 1946.2(b)(1) and no-fault just cause as defined in Civil Code Section 1946.2(b)(2) as adopted by Section 2 of Chapter 290 of 2023 California Statutes.
- D. If there is a conflict in a definition of just cause under subsection B and subsection C the definition under subsection C will be applied unless the definition under subsection B is more protective of tenant rights.
- E. Termination of tenancy includes any attempt by an owner to recover possession of a rental unit, including any attempt to recover possession of the rental property for expiration of a lease, choosing not or failing to offer a renewal of a lease, or recovery of possession through a court proceeding. This subsection is declarative of existing law.
(Ord. 5979, 2020; Ord. 6139, 1/23/2024)

§ 26.50.020. Relocation Assistance Payments for No-Fault Just Cause Evictions.

- A. The owner of a rental unit who issues a termination notice based upon no-fault just cause shall make a relocation assistance payment to each qualified tenant in an amount established by resolution of the City Council, or one month's rent plus one dollar, whichever is greater.
- B. When more than one qualified tenant occupies a rental unit, the owner shall divide the relocation assistance payment equally among the qualified tenants and make the divided relocation assistance payment to each qualified tenant.
- C. Any relocation assistance or rent waiver required by State law shall be credited against the relocation assistance payment required by this chapter, but only to the extent such credit is required by State law.
(Ord. 5979, 2020)

§ 26.50.030. Applicability.

This chapter applies to all rental units except:

- A. Transient and tourist hotel occupancy as defined in Civil Code Section 1940(b).
- B. Housing accommodations in a nonprofit hospital, religious facility, extended care

facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

- C. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
- D. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the rental unit.
- E. Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.
- F. A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.
- G. Housing that has been issued a certificate of occupancy within the previous 15 years.
- H. A rental unit that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:
 - 1. The owner is not any of the following:
 - a. A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.
 - b. A corporation.
 - c. A limited liability company in which at least one member is a corporation.
 - 2. a. The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12(d)(5) and 1946.2(e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."
 - b. For a tenancy existing before the effective date of this chapter, the notice required under subsection (H)(2)(a) of this section may, but is not required to, be provided in the rental agreement.

- c. For any tenancy commenced or renewed on or after the effective date of this chapter, the notice required under subparagraph a. must be provided in the rental agreement.
 - d. Addition of a provision containing the notice required under subsection (H)(2)(a) to any new or renewed rental agreement or fixed-term lease constitutes similar other terms for the purposes of Section 26.50.070(B)(1)(e).
- I. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes. This exception does not apply to tenancies assisted by Section 8 Housing Choice Vouchers where the housing is not otherwise restricted by deed, regulatory restriction contained in an agreement with a government agency, or recorded document or agreement requiring the owner to offer housing at below market rent.
- (Ord. 5979, 2020; Ord. 6139, 1/23/2024)

§ 26.50.040. Just Cause Eviction Notice Requirements.

- A. The written notice to terminate tenancy shall state in full the facts and circumstances constituting the at-fault just cause or no-fault just cause for termination.
- B. A written notice to terminate tenancy based upon no-fault just cause shall be accompanied by a supplemental notice informing each qualified tenant of their right to and the dollar denominated amount of a relocation assistance payment required by this chapter.
- C. Before the owner of a rental unit issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to each qualified tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.
- D. A written notice to terminate tenancy based upon a no-fault just cause eviction shall be accompanied by a supplemental notice informing each qualified tenant of the right of first refusal under Section 26.50.055. The notice shall advise the tenant of the owner's contact information and of the tenant's obligation to provide the tenant's contact information to owner.
- E. In addition to the requirements of this Section, a written notice of termination must contain all of the information required by Civil Code Section 1946.2 as adopted by Section 2 of Chapter 290 of 2023 California Statutes.

(Ord. 5979, 2020; Ord. 6139, 1/23/2024)

§ 26.50.050. Relocation Assistance Payment Requirements.

- A. The owner of a rental unit who issues a termination notice based upon no-fault just cause shall make the relocation assistance payment required by this chapter to each qualified tenant within 15 calendar days after service of the notice.
- B. The owner of a rental unit who issues an early tenant alert notice may elect to make one-half of the relocation assistance payment required by this chapter to each qualified tenant within 15 days after service of the subsection A notice, and the remaining one-half of the relocation assistance payment to each qualified tenant no later than the time that qualified tenant surrenders possession of the rental unit.
- C. If a qualified tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance paid to the qualified tenant shall be recoverable as damages from that qualified tenant.
- D. A qualified tenant is not entitled to relocation assistance if any government agency or court determines that the tenant is at fault for the condition or conditions triggering an eviction order or need to vacate under Section 26.50.070 B.2.c.

(Ord. 5979, 2020)

§ 26.50.055. Right to Re-Rent Following No-Fault Just Cause Eviction.

- A. The provisions of this section are additional to the rights to re-rent provided to tenants under subsections (b)(2)(A)(vi) and (b)(2)(D)(iv) of Civil Code Section 1946.2 as adopted by Section 2 of Chapter 290 of 2023 California Statutes.
- B. A qualified tenant subject to a no-fault just cause termination of tenancy shall have a right of first refusal to re-rent the rental unit or a comparable new rental unit at the same property for a period of two years following the termination of tenancy, provided that the tenant has kept the owner notified of the tenant's contact information according to the notice provided under Section 26.50.040(D).
- C. An owner seeking to rent a unit to which a person has a right of first refusal to re-rent under subsection (B) shall:
 - 1. Have given the supplemental notice required by Section 26.50.040(D).
 - 2. Offer each qualified tenant having a right of first refusal with respect to a unit a rental agreement in compliance with Section 26.40.010 of this Code. The offer shall be in the form of a written lease and shall remain open for acceptance for a period of not less than 30 days.
 - 3. Establish the rental price in accordance with Civil Code § 1954.53 when applicable.

(Ord. 6139, 1/23/2024)

§ 26.50.060. Remedies.

- A. Failure to provide each of the notices required by this chapter shall be a defense to any unlawful detainer action.
 - B. Failure to include all required information in the notices required by this chapter shall render the notice void and be a defense to any unlawful detainer action.
 - C. Failure to make a relocation assistance payment in a timely manner shall be a defense to any unlawful detainer action.
 - D. Failure by an owner to plead and prove compliance with this chapter shall be a defense to any unlawful detainer action.
 - E. Any violation of this chapter shall entitle the aggrieved tenant to actual damages according to proof and costs and attorney's fees.
 - F. The City Attorney is authorized to enforce this chapter through administrative, civil, or criminal action. The City Attorney is further authorized to bring actions for injunctive relief on behalf of the City. The City Attorney shall seek recovery of costs, expenses, and attorney's fees as allowed by law.
 - G. An owner who attempts to terminate a tenancy in material violation of this chapter shall be liable to the tenant in a civil action for all the following:
 1. Actual damages.
 2. In the court's discretion, reasonable attorney's fees and costs.
 3. Upon a showing that the owner has acted willfully or with oppression, fraud, or malice, up to three times the actual damages. An award may also be entered for punitive damages for the benefit of the tenant against the owner.
- (Ord. 5979, 2020; Ord. 6139, 1/23/2024)

§ 26.50.070. Definitions.

Early Tenant Alert Notice. An additional written notice of no-fault just cause termination of a tenancy provided at least 60 days before the notice of termination required by Section 26.50.040(A).

Just Cause. At-fault just cause and no-fault just cause, as follows:

1. At-fault just cause, which is any of the following:
 - a. Default in the payment of rent.
 - b. A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
 - c. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

- d. Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
 - e. The tenant had a written lease that terminated on or after the effective date of this chapter, and after a written offer from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of the same duration and with similar other terms, provided that those terms do not violate this chapter or any other provision of law.
 - f. Criminal activity by the tenant on the rental unit, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the rental unit, that is directed at any owner or agent of the owner of the rental unit; provided that criminal activity or criminal threat directed at a tenant who is a victim of domestic violence shall not be the basis for at-fault or no-fault just cause eviction of the tenant who is a victim of domestic violence.
 - 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 rental unit as authorized by Sections 1101.5 and 1954 of the Civil Code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.
 - 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 a 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 rental unit after providing the owner written notice as provided in Civil Code Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.
2. No-fault just cause is any of the following:
- a. The owner seeks in good faith to recover possession of the rental unit for use and occupancy by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents if a provision of the lease allows the owner to terminate the lease when the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the rental unit for a minimum of 12 continuous months as that person's primary residence. This subsection does not apply if the intended occupant occupies a rental unit on the property or if a vacancy of a similar unit already exists at the property. The written notice terminating a tenancy for a just cause pursuant to this subparagraph shall contain the name or names

and relationship to the owner of the intended occupant. The written notice shall additionally include notification that the tenant may request proof that the intended occupant is an owner or related to the owner. The proof shall be provided upon request and may include an operating agreement and other non-public documents. This subsection applies only if the intended occupant moves into the rental unit within 90 days after the tenant vacates and occupies the residential unit as a primary residence for at least 12 consecutive months. If the intended occupant fails to occupy the rental unit within 90 days after the tenant vacates or fails to occupy the rental unit as their primary residence for at least 12 consecutive months, the owner shall offer the unit to the tenant who vacated it at the same rent and lease terms in effect at the time the tenant vacated and shall reimburse the tenant for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the tenant in connection with the written notice. However, if the intended occupant moves into the rental unit within 90 days after the tenant vacates but dies before having occupied the rental unit as a primary residence for 12 months, this will not be considered a failure to comply with this section or a material violation of this section by the owner.

- b. The owner seeks in good faith to recover possession to permanently withdraw the rental unit from the rental market. The notice of termination must be filed with the Community Development Department when it is given to the tenant and must specify the intended use of the unit and the lot on which the rental unit is located.
- c. The owner seeks in good faith to comply with any of the following:
 - i. An order issued by a government agency or court relating to habitability that necessitates vacating the rental unit.
 - ii. An order issued by a government agency or court to vacate the rental unit.
 - iii. A local ordinance that expressly requires vacating the rental unit.
- d. The owner seeks in good faith to recover possession to totally demolish or to substantially remodel the rental unit, provided the owner has done all of the following:
 - i. Obtained all permits necessary to carry out the demolition or substantial remodel from the applicable governmental agencies.
 - ii. Served the tenants with a copy of the permits along with a written notice stating the reason for the termination, the type and scope of work to be performed, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work requires the tenant to vacate the residential real property for at least 30 consecutive days. The copy and notice shall be contained in or served concurrently with the notice of termination required by Section 26.50.040.

Owner. An owner as defined in Civil Code Section 1954.51. For purposes of subsection

(2)(a) under the definition for "just cause" above, owner also has the meaning defined in Civil Code Section 1946.2(b)(2)(A)(viii)(II).

Qualified Tenant. A tenant who has continuously and lawfully occupied or had the legal right to occupy a rental unit for 12 months.

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

Rental Unit. Any unit in any real property, regardless of zoning status, including the land appurtenant thereto, that is rented or available for rent for residential use or occupancy (regardless of whether the unit is also used for other purposes), together with all housing services connected with use or occupancy of such property, such as common areas and recreational facilities held out for use by the tenant.

Substantially Remodel. The replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable Federal, State, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the rental unit for at least 30 consecutive days. Substantial remodeling does not include cosmetic improvements, including painting and decorating, minor repairs, routine maintenance, or other work that can be performed safely without having the rental unit vacated. For purposes of this definition, a tenant is not required to vacate a rental unit on any days where a tenant could continue living in the rental unit without violating health, safety, and habitability codes and laws.

Tenant. Any renter, tenant, subtenant, lessee, or sublessee, or person entitled by written or oral agreement to occupy a rental unit, or any successor of any of the foregoing.
(Ord. 5979, 2020; Ord. 6107 §2, 2023; Ord. 6139, 1/23/2024)

§ 26.50.080. Completion of Substantial Remodel Work.

An owner who has recovered possession of a rental unit for purposes of substantial remodel must not re-rent the unit until all permitted work has been completed and the Chief Building Official or his or her authorized representative has inspected the work and confirmed in writing that the permitted work has been completed.

(Ord. 6139, 1/23/2024)