

RESIDENTIAL LANDLORD AND TENANT ORDINANCE ANALYSIS V4 06/07/22

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AND TENANT ORDINANCE
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The Purpose: To assist City Staff & Counsel to make educated decisions when considering passing a “Residential Landlord and Tenant Ordinance”.

As I attended the 05/17/22 City Council meeting, I was greatly moved by those who are struggling to cope with our community’s every rising rents. Being a Chula Vista landlord for over fifty years I hoped there was something I could do to help alleviate this situation.

This is an attempt to use my limited expertise to assist city staff & city council to prepare an ordinance which would reduce pressure on landlords to increase rent. Comments of the proposed ordinance fall into the following four categories:

- ***Reduces Pressure on Landlord to Increase Rent.***
- ***Has Little or No Influence on Landlords to Increase Rent.***
- ***Places Substantial Pressure on Landlords to Increase Rent.***
- ***Devastates Landlord’s ability to charge affordable rents.***
AN ABSOLUTE NO GO!

Also taken into account is one irrefutable fact that all rental properties must provide a positive cash flow, or at the very least break even.

Analysis is in Bold Italics.

Thank You

Joseph A Raso

RESIDENTIAL LANDLORD
AND TENANT ORDINANCE
ANALYSIS

Item 7.2

ORDINANCE NO.

ORDINANCE OF THE CITY OF CHULA VISTA ADDING
CHAPTER 9.65 TO THE CHULA VISTA MUNICIPAL CODE TO
ESTABLISH RESIDENTIAL LANDLORD AND TENANT
PROVISIONS

WHEREAS, prior to the COVID-19 pandemic, there existed a lack of affordable housing the State of California, including San Diego County in (<https://www.gov.ca.gov/2019/03/11/governor-newsom-announces-legislative-proposals-to-confront-the-housing-cost-crisis/>) and which continues to exist to this day; and

WHEREAS, over 42% of the housing stock in the City of Chula Vista is rental housing and 44% of all Chula Vista renters pay more than 50% of their income towards housing costs (2011-2015 CHAS); and

WHEREAS, 47% of Chula Vista's households are of lower income and earn 80% of the Area Median Income or less (\$68,000 annual income for a family of four) and 46% of these households pay more than 50% of their income towards housing costs as renters and homeowners (2011-2015 CHAS); and

WHEREAS, the City's COVID-19 Emergency Rental Assistance Program ("ERAP") via SBCS has received 7,339 ERAP applications, of which 6,189 were processed, through April 21, 2022; and

WHEREAS, Chula Vista residents, particularly those within low wage and service industries, have suffered loss or limited work opportunities

and are experiencing unexpected loss of income. These households are at risk of maintaining housing and falling into homelessness; and

WHEREAS, given existing income levels of Chula Vista residents and the existing high cost of housing in San Diego County prior to the COVID-19 pandemic, any further reductions in income and increased housing costs would exacerbate existing housing affordability issues—indeed a recent report shows that Chula Vista rents increased by 16% over the last year (<https://www.cbs8.com/article/news/investigations/your-stories-8/skyrocketing-rent-hikes-across-san-diego-new-report-shows/509-ee7f4ae5-c360-4ea7-bb59-55c4cb5f86d7>); and

WHEREAS, further economic impacts are anticipated (including high inflation, increased food and transportation costs, rising rents, and higher mortgage rates) leaving tenants vulnerable to eviction; and

WHEREAS, it in the interest of protecting the public health and welfare, the City Council of the City of Chula Vista finds that it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, in August 2020, the California legislature adopted state residential eviction protections for tenants unable to pay rent due to the COVID-19 pandemic and preempted local eviction protections (the state eviction protections were extended to residential tenancies through March 31, 2022); and

WHEREAS, displacement of residential tenants caused by eviction creates undue hardship on these tenants by making it difficult to follow public health orders and guidance of social distancing and isolation, and puts them at risk of homelessness due to the City's documented shortage of affordable housing; and

WHEREAS, through “no-fault” evictions, tenants can be evicted and displaced from their homes despite satisfying monthly rental obligations and acting in good faith to comply with the terms of their lease; and

WHEREAS, a tenant’s sudden and immediate displacement caused by a “no-fault” eviction can have a profound impact on the financial, emotional, and professional stability of a tenant’s life, which impacts are compounded by the ongoing COVID-19 pandemic; and

WHEREAS, the Covid-19 Pandemic continues to impact our communities and evictions have been associated with higher COVID-19 transmission and mortality through overcrowded living environments, transiency, reduced access to healthcare, and challenges to comply with mitigation strategies; and

WHEREAS, the Council finds that adopting this Ordinance is necessary and appropriate to address the threats to the public health, safety, and welfare of its citizens to ensure residents continue to have stable shelter and to protect residents from avoidable homelessness; and

WHEREAS, this Ordinance further limits the permissible reasons for termination of a residential tenancy and provides additional tenant protections. City Council hereby declares and finds that that this Ordinance more protective than the State Tenant Protection Act of 2019 (AB 1482) and that this Ordinance shall apply rather than the Act.

NOW THEREFORE the City Council of the City of Chula Vista does ordain as follows:

Section I. Chapter 9.65 of the Chula Vista Municipal Code is added as follows:

Chapter 9.65

RESIDENTIAL LANDLORD AND TENANT ORDINANCE

Sections:

9.65.010 Title.

9.65.020 Findings and Purpose.

9.65.030 Definitions

9.65.040 Termination of Long Term Tenancies Prohibited Without Just Cause.

9.65.050 Requirements Upon Termination of a Long Term Tenancy for No Fault Just Cause, including Occupation by Owner or Family Member or Government or Court Order.

9.65.060 Requirements Upon Withdrawal of a Residential Rental Unit in a Residential Rental Complex from the Rental Market.

9.65.070 Requirements Upon Complete Demolition of a Residential Rental Unit in a Residential Rental Complex.

9.65.080 Requirements Upon Remodel or Substantial Remodel of a Residential Rental Unit in a Residential Rental Complex.

9.65.090 Tenant Harassment/Retaliation Prohibited.

9.65.100 Enforcement and Remedies.

9.65.110 Limitations on Application.

CHAPTER 9.65

9.65.010 Title.

This chapter shall be known as the Chula Vista Residential Landlord and Tenant Ordinance and may be referred to herein as the Residential Landlord and Tenant Ordinance.

9.65.020 Findings and Purpose.

A. Subject to the provisions of applicable law, the purpose of the Residential Landlord and Tenant Ordinance is to require just cause for termination of residential tenancies consistent with Civil Code section 1946.2, to further limit the reasons for termination of a residential tenancy, to require greater tenant relocation assistance in specified circumstances, and to provide additional protections.

B. In accordance with California Civil Code Section 1946.2(g)(1)(B), the City Council finds that the provisions of this chapter regulating just cause terminations of tenancies are more protective than California Civil Code Section 1946.2 for the following reasons:

1. The just cause for termination of a residential tenancy under this chapter is consistent with California Civil Code Section 1946.2.
2. This chapter provides additional tenant protections that are not prohibited by any other provisions of applicable law.

C. This chapter shall not apply to the types of residential tenancies or circumstances specified in section 9.65.100.

9.65.030 Definitions.

Any term herein expressed in the plural may also apply to the singular. The following terms shall have the meanings set forth herein:

- A. "BadFaith" means an intent to vex, annoy, harass, provoke or injure another person. This includes the intent of an Owner to induce a Tenant to vacate a Residential Rental Unit through unlawful conduct.
- B. "City" means the City of Chula Vista.
- C. "Disabled" means an individual with a disability, as defined in California Government Code Section 12955.3.
- D. "Elderly" means an individual sixty-two (62) years old or older.
- E. "Family Member" means the spouse, domestic partner, children, grandchildren, parents or grandparents of the residential unit Owner.
- F. "Housing Service" means repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, pest control services, access to exterior doors, entry systems, and gates, utilities that are paid by the Owner, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, the right to have pets, and any other benefit, privilege or facility connected with the use or occupancy of any Residential Rental Unit. Housing Services to a Residential Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Residential Rental Unit is contained.
- G. "Long Term Tenancy" means the continuous and lawful occupation of a Residential Rental Unit for 12 months or more by a Tenant.
- H. "Owner" means any Person, acting as principal or through an agent, having the right to offer a Residential Rental Unit for rent, and includes a predecessor in interest to the owner.

I. "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

J. "Residential Rental Complex" means one or more buildings, located on a single lot, contiguous lots, or lots separated only by a street or alley, containing three or more Residential Rental Units rented or owned by the same Owner.

K. "Residential Rental Unit" means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobile home park that is not a Mobile home Residency Law ("MRL") Tenancy defined by Civil Code Section 798.12 (or a tenancy governed by the MRL).

L. "Substantial Remodel" means, for a Residential Rental Unit, all the following criteria are met: (1) any structural, electrical, plumbing, or mechanical system is being replaced or substantially modified; (2) the cost of the improvements (excluding insurance proceeds, land costs, and architectural/engineering fees) is equal to or greater than \$40 per square foot of the Residential Rental Unit; (3) a permit is required from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos is required in accordance with applicable federal, state, and local laws and cannot be reasonably accomplished in a safe manner with the Tenant in place; and (4) it is necessary for the Residential Rental Unit to be vacant for more than sixty (60) days. Cosmetic improvements alone, including painting, decorating, flooring replacement, counter replacement, and minor repairs, or other work that can be performed safely without having the Residential Rental Unit vacated, do not qualify as replacement or Substantial Remodel.

Analysis: Devastates Landlord's ability to charge affordable rents.
AN ABSOLUTE NO GO! The definition of "Substantial Remodel" is completely flawed. "Substantial Remodel" definition should read:

“Any improvement which cannot be safely completed without tenant vacating the premises.”

Painting, flooring replacement, counter replacement, ARE substantial improvements. As you know, many residential units in west Chula Vista are old and in dire need of repairs. As time passes many Mom & Pop landlords may find it necessary to (in this order) remove all interior doors, remove all window covering, remove all baseboard and trim, completely texture ceiling & walls, paint entire unit, paint & hang new doors, remove all floor covering, install new floor covering, install new baseboard & trim, and install new window covering. In order to reduce costs and hold down rents. many Mom & Pop landlords undertake such remodeling projects themselves and therefore keep costs well under the \$40.00 per square foot threshold. I have personally oversaw and completed ten remodels in the past three years of which only two required building permits and/or took in excess two months complete. None of the improvements supervised by me could have been safely completed without the tenants vacating the premisses. Adoption of the proposed definition of “Substantial Remodel” basically prohibits landlords from improving properties and possibly contributes to the creation of neighborhood slums.

M. “Tenancy” means the lawful occupation of a Residential Rental Unit and includes a lease or sublease.

N. “Tenant” means a tenant, subtenant, lessee, sublessee, resident manager, or any other individual entitled by written or oral agreement to the use or occupancy of any Residential Rental Unit.

9.65.040 Termination of Long Term Tenancies Prohibited Without Just Cause

A. Prohibition. An Owner of the Residential Rental Unit shall not terminate a Long Term Tenancy without just cause, which shall be stated in the written notice to terminate said Tenancy.

B. Just Cause Circumstances. "Just cause" for purposes of 9.65.040(A) above includes either at-fault just cause or no-fault just cause as follows:

1. "At-fault just cause" is any of the following:

a. Default in payment of rent.

b. A breach of 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, or July 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.

Analysis: Has Little or No Influence on Landlords to Increase Rent. ???? Have read and reread "e" above several times and it is still unclear. Does this clause pertain to only Mobil Homes? Does this clause mean that after a lease is "Up" the tenant has the option to automatically renew the lease over and over forever? If that is the case, what is the purpose of a lease? Generally the purpose of a lease is to allow the tenant and/or landlord make long term plans... I.E tenant has a stable place of residence for the duration of the lease and the landlord is afforded the opportunity to make long term plans after

the lease is "Up". In any event this clause has Little or No Influence on Landlords to Increase Rent because the landlord has to simply adjust the rent accordingly to fund future expenses incurred by other clauses of this ordinance.

f. Criminal activity by the Tenant at the Residential 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 property where the Residential Rental Unit is located, that is directed at any Owner, any agent of the Owner, or any other Tenant of the Residential Rental Unit or of the property where the Residential Rental Unit is located.

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 Rental Unit as authorized by Sections 1101.5 and 1954 of the Code of Civil Procedure, 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. A Tenant shall not be considered to have used the premises for an unlawful purpose solely on the basis of the fact that the Owner's Residential Rental Unit is unpermitted, illegal, or otherwise unauthorized under applicable laws.

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 Rental Unit after providing the Owner written notice as provide in Section 1946 of the Civil Code 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.

2. "No-fault just cause" is any of the following:

- a. Termination of Tenancy because of intent to occupy the Residential Rental Unit by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (collectively referred to as Family Member). In such cases, the requirements of section 9.65.050 shall apply.

Analysis: Devastates Landlord's ability to charge affordable rents. AN ABSOLUTE NO GO! because clause 9.65.050 is very poorly written as outlined below.

The Clause "The Owner, on the same day it provides notice to the Tenant, shall also provide a copy of such notice to City via email to [housing email address];" reads suspiciously like a "Got ya clause". Very few Mom & Pop landlords can keep a record for years that they have sent the required E-mail. Any city employee enforcing this clause may simply allow time to elapse and therefore fine a landlord tens or hundreds of thousands of dollars as allowed in The combination effect of clause 9.65.100 D 2 "Any Person violating any of the provisions or failing to comply with any of the requirements of this chapter shall be guilty of a misdemeanor punishable by a fine of not more than One Thousand Dollars (\$1,000) or imprisonment for not more than six months," clause 9.65.100 D 3 Civil penalties for violations of this chapter may be assessed at a rate not to exceed \$5,000 per violation per day. The burden of proof in such cases shall be preponderance of the evidence., clause 9.65.100 B "Each day that a violation continues is deemed to be a new and separate offense.", and clause 9.65.100 D 4 "it is not required that a warning or notice to cure must first be given" prohibits anyone ever attempting to be a Landlord in Chula Vista. In fact a landlord may make an honest attempt to be in complete compliance of all aspects this ordinance but may lose their entire life

savings because of their inability to prove an E-mail has been sent. The tenant has every opportunity to inform city staff if a landlord is in violation of City Codes. Those violation can then be addressed. Many Staff members may say that there is no intention to use such draconian measures, if that is the case the simple elimination clauses 9.65.100 D 2, 9.65.100 D 3, 9.65.100 B, and 9.65.100 D 4 would greatly assist Landlords to hold the line on rents.

- i. For leases entered into after the effective date of this chapter, or July 1, 2022 if the lease is for a Tenancy in a mobile home, Section 9.65.040B(2)(a) shall only constitute no-fault just cause if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the Owner to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the Residential Rental Unit.

Analysis: Places Substantial Pressure on Landlords to Increase Rent. As I read the above (Section 9.65.040B(2)(a) shall only constitute no-fault just cause if the tenant agrees, in writing, to the termination...) means that a Landlord must get permission from the tenant to have his family move into a rental unit. Obviously a landlord hoping to leave a home for his children must substantially increase rent in order fund future expenses incurred in an eviction process. Back in the early 1970's I was blessed with the opportunity to purchase a home next door to my parents. This afforded me the opportunity to provide elder care until the day they passed. I have personally built an ADU (Granny Flat) behind my home in the event I find myself in the same situation some day. As I read this clause, it seems a landlord would be completely prohibited from having his children occupy that front house of an ADU unless permission is granted by a tenant.

- ii. Addition of a provision allowing the Owner to terminate the lease as described in Section 9.65.404(B)(2)(a) to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of Section 9.65.040(B)(1)(e).

b. Termination of tenancy because of Owner complying with any of the following:

i. An order issued by a government agency or court relating to habitability that necessitates vacating the Residential Rental Unit.

ii. An order issued by a government agency or court to vacate the Residential Rental Unit.

iii. A local ordinance that necessitates vacating the Residential Rental Unit.

If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under this subsection, the Tenant shall not be entitled to relocation assistance as set forth in this chapter.

In such cases, where compliance with the above government or court order is required, section 9.65.050 shall apply.

c. Termination of Tenancy because of intent to withdraw the Residential Rental Unit from the rental market. In such case, the requirements of section 9.65.060 apply.

Analysis: Devastates Landlord's ability to charge affordable rents. AN ABSOLUTE NO GO! as previously stated, clause 9.65.060 is very poorly written as outlined below.

The Clause "The Owner, on the same day it provides notice to the Tenant, shall also provide a copy of such notice to City via email to [housing email address];" reads suspiciously like a "Got ya clause". Very few Mom & Pop landlords can keep a record for years that they have sent the required E-mail. Any city employee enforcing this clause may simply allow time to elapse and therefore fine a landlord tens or hundreds of thousands of dollars as allowed in The combination effect

of clause 9.65.100 D 2 "Any Person violating any of the provisions or failing to comply with any of the requirements of this chapter shall be guilty of a misdemeanor punishable by a fine of not more than One Thousand Dollars (\$1,000) or imprisonment for not more than six months," clause 9.65.100 D 3 Civil penalties for violations of this chapter may be assessed at a rate not to exceed \$5,000 per violation per day. The burden of proof in such cases shall be preponderance of the evidence., clause 9.65.100 B "Each day that a violation continues is deemed to be a new and separate offense.", and clause 9.65.100 D 4 "it is not required that a warning or notice to cure must first be given" prohibits anyone ever attempting to be a Landlord in Chula Vista. In fact a landlord may make an honest attempt to be in complete compliance of all aspects this ordinance but may lose their entire life savings because of their inability to prove an E-mail has been sent. A simple solution is eliminate this requirement for the Landlord to E-mail the city. The tenant has every opportunity to inform city staff if a landlord is in violation of City Codes. Those violation can then be addressed. Many Staff members may say that there is no intention to use such draconian measures, if that is the case simply eliminate this clause.

d. Termination of Tenancy because of intent to completely demolish the Residential Rental Unit to the ground, including removal of the foundation supporting the Residential Rental Unit. In such case, the requirements of section 9.65.070 apply.

Analysis: Devastates Landlord's ability to charge affordable rents. AN ABSOLUTE NO GO! Clause 9.65.070 is very poorly written as outlined below.

e. Termination of Tenancy because of intent to Substantially Remodel the Residential Rental Unit. In such case, the requirements of section 9.65.080 apply.

C. Notice of Tenant Protection Provisions. An Owner of a Residential Rental Unit subject to this chapter shall provide written notice in no less than 12-point type to the Tenant as follows:

“California law limits the amount your rent can be increased. See Civil Code section 1947.12 for more information. Local law also provides that once a tenant has continually and lawfully occupied a rental unit for 12 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. In some circumstances, tenants who are elderly (62 years or older) or disabled may be entitled to additional tenant protections. See Chula Vista Municipal Code chapter 9.65 for more information.”

For a Tenancy in a Residential Rental Unit subject to this chapter existing before the effective date of such, the notice required above shall be provided to the Tenant no later than 30 days after the effective date of this chapter, or as an addendum to the lease or rental agreement. For a Tenancy in a Residential Rental Unit subject to this chapter commenced or renewed on or after the effective date of this chapter, the notice required above shall be included as an addendum to the lease or rental agreement, or as a written notice signed by the Tenant, with a copy provided to the Tenant.

The provision of this notice shall be subject to Civil Code section 1632.

D. Notice and Opportunity to Cure Lease Violation. Before an Owner of a Residential Rental Unit issues a notice to terminate a Long Term Tenancy for just cause that is a curable lease violation, the Owner shall first give notice of the violation to the Tenant with an opportunity to cure the violation pursuant to Code of Civil Procedure section 1161(3). 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.

9.65.050 Requirements Upon Termination of a Long Term Tenancy for No Fault Just Cause, Including Occupation by Owner or Family Member or Government or Court Order

A. When an Owner terminates a Long Term Tenancy for no-fault just cause, as specified in 9.65.040(B)(2) above, the Owner shall provide notice and relocation assistance to the Tenant(s) as follows:

1. For no-fault just cause terminations based on 9.65.040(B)(2)(a) [Occupation by Owner or Family Member] and (b) [Government or Court Order]:

a. Notice. The Owner shall provide the Tenant written notice, in no less than 12-point font, of:

i. The basis of the no-fault just cause termination at least sixty (60) days prior to the termination of the Tenancy. The Owner, on the same day it provides notice to the Tenant, shall also provide a copy of such notice to City via email to [housing email address]; and

Analysis: Devastates Landlord's ability to charge affordable rents. AN ABSOLUTE NO GO!

The Clause "The Owner, on the same day it provides notice to the Tenant, shall also provide a copy of such notice to City via email to [housing email address];" reads suspiciously like a "Got ya clause". Very few Mom & Pop landlords can keep a record for years that they have sent the required E-mail. Any city employee enforcing this clause may simply allow time to elapse and therefore fine a landlord tens or hundreds of thousands of dollars as allowed in The combination effect of clause 9.65.100 D 2 "Any Person violating any of the provisions or failing to comply with any of the requirements of this chapter shall be guilty of a misdemeanor punishable by a fine of not more than One Thousand Dollars (\$1,000) or imprisonment for not more than six months," clause 9.65.100 D 3 Civil penalties for violations of this chapter may be assessed at a rate not to exceed \$5,000 per violation per

day. The burden of proof in such cases shall be preponderance of the evidence., **clause 9.65.100 B** "Each day that a violation continues is deemed to be a new and separate offense.", **and clause 9.65.100 D 4** "it is not required that a warning or notice to cure must first be given" **prohibits anyone ever attempting to be a Landlord in Chula Vista. In fact a landlord may make an honest attempt to be in complete compliance of all aspects this ordinance but may lose their entire life savings because of their inability to prove an E-mail has been sent. A simple solution is eliminate this requirement for the Landlord to E-mail the city. The tenant has every opportunity to inform city staff if a landlord is in violation of City Codes. Those violation can then be addressed. Many Staff members may say that there is no intention to use such draconian measures, if that is the case simply eliminate this clause.**

ii. The Tenant's right to relocation assistance or rent waver pursuant to this section. If the Owner elects to waive the Tenant's rent as provided in subsection (A)(2)(b) below, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within 15 calendar days of service of the notice.

b. Relocation Assistance. The Owner shall, regardless of the tenant's income, at the Owner's option, do one of the following to assist the Tenant to relocate:

i. Provide a direct payment to the Tenant in an amount equal to one (1) month of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy, as identified at [website link]; or

ii. Waive in writing the payment of rent in an amount equivalent to the direct payment specified in subsection (A)(2)(a) above, prior to the rent becoming due.

Analysis: Has Little or No Influence on Landlords to Increase Rent. Surprisingly, providing relocation assistance has little or no effect on rents as one would imagine. “Mom & Pop” Landlords experience numerous expenses maintaining properties (Property Taxes, Maintenance, Utilities, Mortgage Payments, Insurance, Etc). Obviously Landlords must maintain a positive cash flow. Relocation Assistance is merely another expense which will be passed on a future tenants, hopefully over an extended period of time.

2. For no-fault just cause terminations based on 9.65.040(B)(2)(c) [Withdrawal from the Rental Market], (d) [Complete Demolition] and (e) [Substantial Remodel]:

a. **Notice.** The Owner shall provide the Tenant written notice, in no less than 12-point font, of :

i. The basis of the no-fault just cause termination at least sixty (60) days prior to the termination of Tenancy. The Owner, on the same day it provides notice to the Tenant, shall also provide a copy of such notice to City via email to [housing email address]; and

Analysis: Devastates Landlord’s ability to charge affordable rents. AN ABSOLUTE NO GO! for reasons stated in 9.65.050 above.

ii. The Tenant’s right to relocation assistance or rent waver pursuant to this section. If the Owner elects to waive the Tenant’s rent as provided in subsection (A)(2)(b) below, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within 15 calendar days of service of the notice.

b. Relocation Assistance. The Owner shall, regardless of the tenant’s income, at the Owner’s option, do one of the following to assist the Tenant to relocate:

- i. Provide a direct payment to the Tenant in an amount equal to one (1) month of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy, as identified at [website link]; or
- ii. Waive in writing the payment of rent in an amount equivalent to the direct payment specified in subsection (A)(2)(a) above, prior to the rent becoming due.

Analysis: Has Little or No Influence on Landlords to Increase Rent. Surprisingly, providing relocation assistance has little or no effect on rents as one would imagine. "Mom & Pop" Landlords experience numerous expenses maintaining properties (Property Taxes, Maintenance, Utilities, Mortgage Payments, Insurance, Etc). Obviously Landlords must maintain a positive cash flow. Relocation Assistance is merely another expense which will be passed on a future tenants, hopefully over an extended period of time.

c. The provisions of this subsection shall not apply to the termination of Tenancy of a Residential Rental Unit in a Residential Rental Complex; the provisions of 9.65.060 through 9.65.080 of this chapter shall apply.

B. When more than one Tenant occupies a rental unit and the Owner opts to provide direct payment to the Tenants pursuant to subsection (A) (1)(b)(i) or (A)(2)(b)(i) above, the Owner shall make a single direct payment to all Tenants named on the rental agreement.

Analysis: Possibly Places Substantial Pressure on Landlords to Increase Rent. This clause is a little unclear. Does the portion of the clause which reads "the Owner shall make a single direct payment to all Tenants named on the rental agreement." mean that Landlord must make single a direct payment to EACH person named on the lease. If that is the case, landlord might forced to substantially adjust rent to fund future reimbursements.

C. The relocation assistance or rent waiver required by this section shall be in addition to the return of any deposit or security amounts owed to the Tenant.

D. The relocation assistance or rent waiver required by this section shall be credited against any other relocation assistance required by any other law.

E. If the Tenant fails to vacate after the expiration of the notice to terminate the Long Term Tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this section may be recoverable as damages in an action to recover possession.

F. If the Residential Rental Unit is returned to rental market, and offered for rent or lease for residential purposes within two (2) years of the date the Tenancy was terminated, the Owner shall first offer the unit for rent or lease to the Tenant displaced from that unit by the termination pursuant to this chapter, if the Tenant has advised the Owner in writing within thirty (30) days of the termination notice 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.

G. This section shall not apply to mobile home Tenants; the provisions of Chapter 9.40 of this Code shall apply.

H. An Owner's failure to strictly comply with this section shall render the notice of termination void.

9.65.060 Requirements Upon Withdrawal of a Residential Rental Unit in a Residential Rental Complex from the Rental Market

A. Pursuant to Section 7060.1(c) of the Government Code, when an Owner terminates a Long Term Tenancy based on the withdrawal from the rental market, as specified in 9.65.040(B)(2)(c) above, of a Residential Rental Unit in a Residential Rental Complex from the rental

market, the Owner shall provide notice and relocation assistance to the Tenant as follows:

1. Notice. The Owner shall provide the Tenant written notice, in no less than 12-point font, of:

a. The Owner's intent to terminate the tenancy based on a withdrawal of the Residential Rental Unit from the rental market. Such notice shall be provided to the Tenant at least sixty (60) days prior to withdrawal of the Residential Rental Unit from the rental market. The Owner, on the same day it provides notice to the Tenant, shall also provide a copy of such notice to the City via email; and

Analysis: Sending an E-mail to the City Devastates Landlord's ability to charge affordable rents. AN ABSOLUTE NO GO! for reasons stated in 9.65.050 above.

b. The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent as provided in subsection (A)(2)(b) below, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within fifteen (15) calendar days of service of the notice; and

c. The Tenant's right to receive an offer to renew the Tenancy in the event that the Residential Rental Unit is offered again for rent or lease for residential purposes within two years of the date the Residential Rental Unit was withdrawn from the rental market, and that to exercise such right, the Tenant: (i) must notify the Owner in writing within thirty (30) days of the termination notice of such desire to consider an offer to renew the Tenancy in the event that the Residential Rental Unit is offered again for rent or lease for residential purposes; and (ii) must furnish the Owner with an address to which that offer is to be directed; and (iii) may advise the Owner at any time of a change of address to which an offer is to be directed.

2. Relocation Assistance. The Owner shall, regardless of the tenant's income, at the Owner's option, do one of the following to assist the Tenant to relocate:

a. Provide a direct payment to the Tenant in an amount equal to two (2) months of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy. If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to three (3) months of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy; or

b. Waive in writing the payment of rent in an amount equivalent to the direct payment specified in subsection (A)(2)(a) above, prior to the rent becoming due.

Analysis: Has Little or No Influence on Landlords to Increase Rent. Surprisingly, providing relocation assistance has little or no effect on rents as one would imagine. "Mom & Pop" Landlords experience numerous expenses maintaining properties (Property Taxes, Maintenance, Utilities, Mortgage Payments, Insurance, Etc). Obviously Landlords must maintain a positive cash flow. Relocation Assistance is merely another expense which will be passed on a future tenants, hopefully over an extended period of time.

B. When more than one Tenant occupies a rental unit and the Owner opts to provide direct payment to the Tenants pursuant to subsection (A) (2)(a) above, the Owner shall make a single direct payment to all Tenants named on the rental agreement.

C. The relocation assistance or rent waiver required by this section shall be in addition to the return of any deposit or security amounts owed to the Tenant.

Analysis: Has Little or No Influence on Landlords to Increase Rent.
Surprisingly, providing relocation assistance has little or no effect on rents as one would imagine. As previously stated, Relocation Assistance is merely another expense which will be passed on a future tenants, hopefully over an extended period of time.

D. The relocation assistance or rent waiver required by this section shall be credited against any other relocation assistance required by any other law.

E. If the Tenant fails to vacate after the expiration of the notice to terminate the Tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this section may be recoverable as damages in an action to recover possession.

F. If the Residential Rental Unit is offered again for rent or lease for residential purposes within two years of the date the Residential Rental Unit was withdrawn from the rental market, the Owner shall:

1. First offer the unit for rent or lease to the Tenant displaced from that unit by the withdrawal pursuant to this chapter, if the Tenant has advised the Owner in writing within thirty (30) days of the termination notice 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. If the Tenant wishes to accept the offer to renew the Tenancy, the Tenant shall notify the Owner in writing within thirty (30) days of the Owner's offer to renew the Tenancy.

2. Should the property be placed on the rental market again within the two (2) year period, then property owner shall be liable for six (6) month's rent to the last tenant of the Residential Rental Unit at the rental rate in place at the time the rental unit is re-rented as set forth U.S.

Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located.

Analysis: Places Substantial Pressure on Landlords to Increase Rent. If the landlord, thru no fault of his own, could possibly be forced to reintroduce a home to the rental market (we all remember the 2008 market crash), he must substantially adjust rent to fund future reimbursements.

3. This section F does not apply if the property is rented to owner's Family Members during the two year period, converted to another use, or otherwise sold.

G. This section shall not apply to mobile home Tenants; the provisions of Chapter 9.40 of this Code shall apply.

H. An Owner's failure to strictly comply with this section shall render the notice of termination void.

9.65.070 Requirements Upon Complete Demolition of a Residential Rental Property in a Residential Rental Complex

When an Owner terminates a Long Term Tenancy based on the complete demolition, as specified in 9.65.040(B)(2)(d) above, of a Residential Rental Unit in a Residential Rental Complex, the Owner shall provide notice and relocation assistance to the Tenant as follows:

1 Notice. The Owner shall provide the Tenant written notice, in no less than 12-point font, of:

a. The Owner's intent to terminate the tenancy based on a complete demolition of the Residential Rental Unit. Such notice shall be provided to the Tenant at least sixty (60) days prior to the complete demolition of the Residential Rental Unit. The Owner, at the same time it provides

notice to the Tenant, shall also provide a copy of such notice to the City via email; and

Analysis: Devastates Landlord's ability to charge affordable rents. AN ABSOLUTE NO GO! for reasons stated in 9.65.050 above.

b. The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent as provided in subsection (A)(2)(b) below, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within fifteen (15) calendar days of service of the notice; and

c. The Tenant's right to receive an offer to renew the Tenancy in the event that new units are constructed on the property within five (5) years, and that to exercise such right, the Tenant: (i) must notify the Owner in writing within thirty (30) days of the termination notice of such desire to consider an offer to renew the Tenancy in the event that new units are constructed on the property; and (ii) must furnish the Owner with an address to which that offer is to be directed; and (iii) may advise the Owner at any time of a change of address to which an offer is to be directed.

2. Relocation Assistance. The Owner shall, regardless of the tenant's income, at the Owner's option, do one of the following to assist the Tenant to relocate:

a. Provide a direct payment to the Tenant in an amount equal to two (2) months of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy. If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to three (3) months of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental

Unit is located when the Owner issued the notice to terminate the Tenancy; or

b. Waive in writing the payment of rent in an amount equivalent to the direct payment specified in subsection (A)(2)(a) above. prior to the rent becoming due.

Analysis: Places Substantial Pressure on Landlords to Increase Rent.

As previously stated, providing relocation assistance normally has little or no effect on rents because a rent increase required to fund the Rental Assistance can be spread over an extended period of time. In the case of a complete demolition of property, even if a year were to pass from the serving of notice to the construction of a new rental, that is not sufficient time to recoup the relation assistance required without placing extreme pressure on Landlord to substantially increase rents

B. When more than one Tenant occupies a rental unit and the Owner opts to provide direct payment to the Tenants pursuant to subsection (A)(2)(a) above, the Owner shall make a single direct payment to all Tenants named on the rental agreement.

Analysis: Possibly Places Substantial Pressure on Landlords to Increase Rent. As previously stated, this clause is a little unclear. Does the portion of the clause which reads "the Owner shall make a single direct payment to all Tenants named on the rental agreement." mean that Landlord must make single a direct payment to EACH person named on the lease. If that is the case, landlord might forced to substantially adjust rent to fund future reimbursements.

C. The relocation assistance or rent waiver required by this section shall be in addition to the return of any deposit or security amounts due to the Tenant.

D. The relocation assistance or rent waiver required by this section shall be credited against any other relocation assistance required by any other law.

E. If the Tenant fails to vacate after the expiration of the notice to terminate the Tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this section may be recoverable as damages in an action to recover possession.

F. If the Residential Rental Unit is demolished and new units are constructed on the same property, and offered for rent or lease for residential purposes within five years of the date the Tenancy was terminated, the Owner shall first offer the unit for rent or lease to the Tenant displaced from that unit by the termination pursuant to this chapter, if the Tenant has advised the Owner in writing within thirty (30) days of the termination notice 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.

G. This section shall not apply to mobile home Tenants; the provisions of Chapter 9.40 of this Code shall apply.

H. An Owner's failure to strictly comply with this section shall render the notice of termination void.

9.65.080 Requirements Upon Substantial Remodel of a Residential Rental Unit in a Residential Rental Complex

A. When an Owner terminates a Long Term Tenancy based on the Substantial Remodel, as specified in 9.65.040(B)(2)(e) above, of a Residential Rental Unit in a Residential Rental Complex, the Owner shall provide notice and relocation assistance to the Tenant as follows:

1. Notice. The Owner shall provide the Tenant written notice, in no less than 12-point font, of:

a. The Owner's intent to terminate the Tenancy based on a Substantial Remodel of the Residential Rental Unit. Such notice shall be provided to the Tenant at least sixty (60) days prior to conducting the Substantial Remodel. The Owner, at the same time it provides notice to the Tenant, shall also provide a copy of such notice to the City via email; and

Analysis: Sending an E-mail to the City Devastates Landlord's ability to charge affordable rents. AN ABSOLUTE NO GO! for reasons stated in 9.65.050 above.

b. The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent as provided in subsection (A)(2)(b) below, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within fifteen (15) calendar days of service of the notice; and

c. The Tenant's right to receive an offer to renew the Tenancy in the event that the Residential Rental Unit is offered again for rent or lease for residential purposes within two (2) years of the date the Tenancy was terminated, and that to exercise such right, the Tenant: (i) must notify the Owner in writing within thirty (30) days of the termination notice of such desire to consider an offer to renew the Tenancy in the event that the Residential Rental Unit is offered again for rent or lease for residential purposes; and (ii) must furnish the Owner with an address to which that offer is to be directed; and (iii) may advise the Owner at any time of a change of address to which an offer is to be directed.

2. Relocation Assistance. The Owner shall, regardless of the tenant's income, at the Owner's option, do one of the following to assist the Tenant to relocate:

a. Provide a direct payment to the Tenant in an amount equal to two (2) months of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy. If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to three (3) months of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental

Unit is located when the Owner issued the notice to terminate the Tenancy; or

b. Waive in writing the payment of rent in an amount equivalent to the direct payment specified in subsection (A)(2)(a) above prior to the rent becoming due.

Analysis: Has Little or No Influence on Landlords to Increase Rent. *Surprisingly, providing relocation assistance has little or no effect on rents as one would imagine. As previously stated, Relocation Assistance is merely another expense which will be passed on a future tenants, hopefully over an extended period of time.*

B. When more than one Tenant occupies a rental unit and the Owner opts to provide direct payment to the Tenants pursuant to subsection (A)(2)(a) above, the Owner shall make a single direct payment to all Tenants named on the rental agreement.

Analysis: Possibly Places Substantial Pressure on Landlords to Increase Rent. *As previously stated, this clause is a little unclear. Does the portion of the clause which reads "the Owner shall make a single direct payment to all Tenants named on the rental agreement." mean that Landlord must make single a direct payment to EACH person named on the lease. If that is the case, landlord might forced to substantially adjust rent to fund future reimbursements.*

C. The relocation assistance or rent waiver required by this section shall be in addition to the return of any deposit or security amounts due to the Tenant.

D. The relocation assistance or rent waiver required by this section shall be credited against any other relocation assistance required by any other law.

E. If the Tenant fails to vacate after the expiration of the notice to terminate the Tenancy, the actual amount of any relocation assistance or

rent waiver provided pursuant to this section may be recoverable as damages in an action to recover possession.

F. If the Residential Rental Unit is offered again for rent or lease for residential purposes within two (2) years of the date the Tenancy was terminated based on the intent to conduct a Substantial Remodel of the Residential Rental Unit, the Owner shall first offer the unit for rent or lease to the Tenant displaced from that unit by the intent to conduct a Substantial Remodel pursuant to this chapter, if the Tenant has advised the Owner in writing within thirty (30) days of the termination notice 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. The Owner shall have the right to screen the Tenant using industry accepted methods for the new tenancy.

Analysis: Possibly Places Substantial Pressure on Landlords to Increase Rent because I have read and reread AND REREAD this clause and I still don't understand it.

G. This section shall not apply to mobile home Tenants; the provisions of Chapter 9.40 of this Code shall apply.

H. An Owner's failure to strictly comply with this section shall render the notice of termination void.

9.65.090 Tenant Harassment/Retaliation Prohibited

A. No Owner or such Owner's agent, contractor, subcontractor, or employee, alone or in concert with another, shall do any of the following in Bad Faith to harass or retaliate against a Tenant for exercising their rights under this chapter:

1. Interrupt, terminate, or fail to provide housing services required by contract, by State, County or City laws, or any health or safety laws;
2. Fail to perform repairs and maintenance required by contract or by State, County or City laws, or any health or safety laws;

3. Fail to exercise due diligence in completing repairs and maintenance once undertaken;

4. Abuse the Owner's right of access into a Residential Rental Unit as that right is provided by law. This includes entries for "inspections" that are not related to necessary repairs or services; entries excessive in number; entries that improperly target certain Tenants or are used to collect evidence against the occupant or otherwise beyond the scope of an otherwise lawful entry;

5. Abuse the Tenant with words which are offensive and inherently likely to provoke an immediate violent reaction;

6. Influence or attempt to influence a Tenant to vacate a rental housing unit through fraud, intimidation or coercion;

7. Threaten the Tenant, by word or gesture, with physical harm;

8. Violate any law that prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, AIDS, occupancy by a minor child, or any other protected classification;

9. Take action to terminate any Tenancy including service of notice to quit or other eviction notice or bring any action to recover possession of a Residential Rental Unit based upon facts that the Owner has no reasonable cause to believe to be true or upon a legal theory that is untenable under the facts known to the Owner. No Owner shall be liable under this section for bringing an action to recover possession unless or until the Tenant has obtained a favorable termination of that action. This subsection shall not apply to any attorney who in good faith initiates legal proceedings against a Tenant on behalf of an Owner to recover possession of a Residential Rental Unit;

10. Interfere with a Tenant's right to quiet use and enjoyment of a Residential Rental Unit as that right is defined by California law;

11. Refuse to acknowledge receipt of a Tenant's lawful rent payment;

12. Interfere with a Tenant's right to privacy. This includes entering or photographing portions of a Residential Rental Unit that are beyond the scope of a lawful entry or inspection.

B. No Owner shall retaliate against a Tenant because of the Tenant's exercise of rights under this chapter. A court may consider the protections afforded by this chapter in evaluating a claim of retaliation.

C. This section shall not apply to MRL Tenancies under Civil Code Section 798.12 or mobile home Tenants, as the provisions of Section 1940.2 of the Civil Code and Division 2, Part 2, Chapter 2.5 of the Civil Code (the Mobile home Residency Law) apply.

9.65.100 Enforcement and Remedies.

A. Guiding Principles. The City seeks to promote good relations between Owners and Tenants.

1. To further that goal, Owners and Tenants should treat each other with respect, listen to each other, and make good faith efforts to informally resolve issues. If Landlords and Tenants cannot informally resolve issues, dispute resolution and mediation should be used.

2. This chapter provides for various remedies, including City enforcement. Disputes should be settled as set forth in paragraph 1 above. However, if they are not able to be settled, the primary enforcement mechanism is otherwise expected to be the Private Remedies set forth in Section 9.65.100(E).

3. This chapter provides for City enforcement as set forth in Section 9.65.100(D). The City has the sole and unfettered discretion to

determine if it and when it will engage in enforcement of this chapter. Owners and Tenants are encouraged to resolve disputes as set forth in paragraphs 1 and 2 above.

B. Violations/Failure to Comply. It shall be unlawful for any Person to violate any provision or fail to comply with the requirements of this chapter. Each day that a violation continues is deemed to be a new and separate offense.

Analysis: Devastates Landlord's ability to charge affordable rents. AN ABSOLUTE NO GO! The clause 0.65.100 B "Each day that a violation continues is deemed to be a new and separate offense.", coupled with The Clause "The Owner, on the same day it provides notice to the Tenant, shall also provide a copy of such notice to City via email to [housing email address]; coupled the clause 9.65.100 D 2 "Any Person violating any of the provisions or failing to comply with any of the requirements of this chapter shall be guilty of a misdemeanor punishable by a fine of not more than One Thousand Dollars (\$1,000) or imprisonment for not more than six months," coupled with the clause 9.65.100 D 3 Civil penalties for violations of this chapter may be assessed at a rate not to exceed \$5,000 per violation per day. The burden of proof in such cases shall be preponderance of the evidence., and coupled with the clause 9.65.100 D 4 "it is not required that a warning or notice to cure must first be given" places a real risk that anyone attempting to be a Landlord in Chula Vista may lose his entire life savings thru no fault of their own.

C. No Waiver. Any waiver of the rights under this chapter shall be void as contrary to public policy.

Analysis: Devastates Landlord's ability to charge affordable rents. AN ABSOLUTE NO GO! Even If a tenant and landlord are dear friends it seems both parties a prohibited from not abiding to the terms of this ordinance. Forcing tenants and landlords to abide by the term forces a landlord to remove the property from the rental market.

D. City Attorney Enforcement. The City Attorney may pursue the following actions to enforce this chapter:

1. Alternative Remedies. The City Attorney may require Owner and Tenant to participate in education programs related to Landlord-Tenant issues, mediation, or an alternative dispute program.

2. Criminal Penalty. Any Person violating any of the provisions or failing to comply with any of the requirements of this chapter shall be guilty of a misdemeanor punishable by a fine of not more than One Thousand Dollars (\$1,000) or imprisonment for not more than six months, or by both a fine and imprisonment. At the sole discretion of the City Prosecutor, any violation of this chapter may in the alternative be cited and prosecuted as an infraction.

Devastates Landlord's ability to charge affordable rents.

AN ABSOLUTE NO GO! The mere threat of jailing a landlord for six months and having him face fines of ten of thousands of dollars as stated in clause 0.65.100 B "Each day that a violation continues is deemed to be a new and separate offense.", coupled with The Clause "The Owner, on the same day it provides notice to the Tenant, shall also provide a copy of such notice to City via email to [housing email address]; coupled the clause 9.65.100 D 2 "Any Person violating any of the provisions or failing to comply with any of the requirements of this chapter shall be guilty of a misdemeanor punishable by a fine of not more than One Thousand Dollars (\$1,000) or imprisonment for not more than six months," coupled with the clause 9.65.100 D 3 Civil penalties for violations of this chapter may be assessed at a rate not to exceed \$5,000 per violation per day. The burden of proof in such cases shall be preponderance of the evidence., and coupled with the clause 9.65.100 D 4 "it is not required that a warning or notice to cure must first be given" places a real risk that anyone attempting to be a Landlord in Chula Vista. Adoption of this and other draconian clauses poses a real threat that a landlord may lose his entire life savings thru no fault of their own.

3. Civil Action. The City, or the City Attorney on behalf of the People of the State of California, may seek injunctive relief to enjoin violations of, or to compel compliance with, this chapter or seek any other relief or remedy available at law or equity, including the imposition of monetary civil penalties. Civil penalties for violations of this chapter may be assessed at a rate not to exceed \$5,000 per violation per day. The City may also pursue damages as set forth in 9.65.060(F)(1). The burden of proof in such cases shall be preponderance of the evidence.

Devastates Landlord's ability to charge affordable rents.

AN ABSOLUTE NO GO! for reasons previously stated D 2 above.

4. Administrative Citations and Penalties. The City Attorney or an Enforcement Officer may issue administrative citations or civil penalties in accordance with Chapter 1.41 of this Code for violation of any of the provisions of this chapter. The City may also pursue damages as set forth in 9.65.060(F)(1). When a violation occurs, it is not required that a warning or notice to cure must first be given before an administrative citation or civil penalty may be issued.

Devastates Landlord's ability to charge affordable rents.

AN ABSOLUTE NO GO! Absolutely Insane. Once the word of this ordinance becomes widespread, No one AND I MEAN NO ONE would be able to be a landlord in this city of Chula Vista. The combination effect of clause 9.65.100 D 2 "Any Person violating any of the provisions or failing to comply with any of the requirements of this chapter shall be guilty of a misdemeanor punishable by a fine of not more than One Thousand Dollars (\$1,000) or imprisonment for not more than six months," clause 9.65.100 D 3 Civil penalties for violations of this chapter may be assessed at a rate not to exceed \$5,000 per violation per day. The burden of proof in such cases shall be preponderance of the evidence., clause 0.65.100 B "Each day that a violation continues is deemed to be a new and separate offense.", and clause 9.65.100 D 4 "it is not required that a warning or notice to cure must first be given" prohibits anyone ever attempting to be a Landlord in Chula Vista. If this ordinance passes, every landlord in the city of Chula Vista

runs the risk of losing every asset he has accumulated with hopes of benefiting and improving the lives of his family his family

5. Subpoena Authority. The City Attorney's Office may issue subpoenas, including subpoena duces tecum, for the investigation and prosecution of alleged violations of this chapter.

E. Private Remedies.

1. Civil Action. An aggrieved Tenant may institute a civil action for injunctive relief, direct money damages, and any other relief that the court deems appropriate, which such relief shall include a civil penalty of no less than Two Thousand Dollars (\$2,000), and no more than Five Thousand Dollars (\$5,000), per violation, at the discretion of the court. If the aggrieved Tenant is Elderly or Disabled, the court may award an additional penalty of up to Five Thousand Dollars (\$5,000) per violation, at the discretion of the court. A Tenant may also pursue damages as set forth in 9.65.060(F)(1).

Devastates Landlord's ability to charge affordable rents.

AN ABSOLUTE NO GO! for reasons previously stated D 2 above.

2. Affirmative Defense. A violation of this chapter may be asserted as an affirmative defense in an unlawful detainer action.

3. Attorney's Fees. The court may award reasonable attorney's fees and costs to a Tenant who prevails in any action described in paragraphs 1 and 2 above.

F. Nonexclusive Remedies and Penalties. The remedies specified in this section are cumulative and in addition to any other remedies available under state and local law for violation of this chapter.

Devastates Landlord's ability to charge affordable rents.

AN ABSOLUTE NO GO! for reasons previously stated D 2 above.

9.65.110 Limitations on Application.

Analysis: Basically all clauses of 9.65.110 A thru 9.65.110 C below Reduces Pressure on Landlord to Increase Rent.

A.Nothing in this chapter shall be construed as to prevent the lawful eviction of a Tenant by appropriate legal means.

B. This chapter shall not apply to the following types of residential tenancies or circumstances:

1. Transient and tourist hotel occupancy as defined in Civil Code section 1940(b).
2. Any residential occupancy by reason of concession, permit, right of access, license or other agreement for a period for 30 consecutive calendar days or less, counting portions of calendar days as full days, including Short-Term Rental occupancies as defined in Chula Vista Municipal Code Chapter 5.68.
3. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly as defined in Health and Safety Code section 1569.2, 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.
4. Residential Property or Dormitories owned by the City, an institution of higher education, or a kindergarten and grades 1 to 12, inclusive.
5. Housing accommodations in which the tenant shares a bathroom or kitchen facilities with the Owner who maintains their principal residence at the Residential Rental Unit.
6. Single-family Owner-occupied residencies, including both of the following:

a. 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.

b. A mobile home.

7. 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.

8. Residential Rental Unit, that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

a. The Owner is not any of the following:

i. A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

ii. A corporation.

iii. A limited liability company in which at least one member is a corporation.

iv. Management of a mobile home park, as defined in Section 798.2 of the Civil Code.

b. The Tenants have been provided written notice that the Residential Rental Unit 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 just cause requirements of Section 1946.2 of the Civil Code and Chapter 9.65 of the Chula Vista Municipal Code. This property meets the requirements of sections

1947.12(d)(5) and 1946.2(e)(8) of the Civil Code and section 9.65.110(B)(8) of the Chula Vista Municipal Code, and the Owner is not any of the following: (1) a real estate investment trust, as defined in 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.”

For Tenancy existing before the effective date of this chapter, the notice required above may, but is not required to, be provided in the rental agreement. For a Tenancy commenced or renewed on or after the effective date of this chapter, the notice required above shall be provided in the rental agreement.

Addition of a provision containing the notice required above to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of section 9.65.110.

9. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for individuals and families of very low, low, or moderate income as defined in Health and Safety Code section 50093, or subject to an agreement that provides housing subsidies for affordable housing for individuals and families of very low, low, or moderate income as defined in Health and Safety Code section 50093 or comparable federal statutes. This paragraph shall not include housing of a Tenant with a Section 8 Housing Choice Voucher.

10. This chapter shall not apply to a homeowner of a mobile home, as defined in Civil Code section 798.9 or a Tenancy as defined in Civil Code Section 798.12.

C. This chapter shall remain in effect only until January 1, 2030, and as of that date is repealed.

Section II. Severability

If any portion of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid, unenforceable or unconstitutional, by a court of competent jurisdiction, that portion shall be deemed severable, and such invalidity, unenforceability or unconstitutionality shall not affect the validity or enforceability of the remaining portions of the Ordinance, or its application to any other person or circumstance. The City Council of the City of Chula Vista hereby declares that it would have adopted each section, sentence, clause or phrase of this Ordinance, irrespective of the fact that any one or more other sections, sentences, clauses or phrases of the Ordinance be declared invalid, unenforceable or unconstitutional.

Section III. Construction

The City Council of the City of Chula Vista intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

Section IV. Effective Date

This Ordinance shall take effect and be in force on the thirtieth day after its final passage.

Analysis: Devastates Landlord's ability to charge affordable rents.

AN ABSOLUTE NO GO! Strongly suggest ordinance should take effect 90 to 120 days if passed as written. Many clauses have a devastating effect on the relationships between Landlords and Tenants. A time of 90 to 120 days is an absolute minimum time required to knowledgeable landlords to assist tenants to relocate to housing units out of the city. Of my ten tenants, two have professional occupations and will do just fine. Seven tenants work in the service industry and I will need additional time relocate to more affordable communities. Lastly, I am very concerned with one tenant, who has been with me over ten years. She is a retired Grandmother lives with two teenage Granddaughters. My main concern is her desire for her

Grandchildren to remain in the Hilltop School district. I do not see how that is possible.

Section V. Publication

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

Presented by

Deputy City Manager/
Director of Development Services

Tiffany Allen

Approved as to form by

City Attorney

Glen R. Googins

I recently became aware of the proposed Residential Landlord and Tenant Ordinance. Being a Chula Vista landlord in excess of a half a century I felt I should investigate "what's up". I was certain my limited expertise could contribute something to assist in easing the pressure placed on our community from ever rising rents. On 5/19/22 I E-mailed three City Counsel members requesting a PDF copy of the proposed ordinance. I thank Jill Gavez for her prompt response. Upon first review, I was dumb founded of what I read. I spent many hours and sleepless nights attempting analyze the affect this ordinance has on our community. I can confidently share with you, as written, this ordinance has a devastating effect on the rent our citizens will be forced to pay and would destroy relationships between tenants and landlords.

I truly believe that if this ordinance is adopted as written, no one who has full knowledge of its effects would take the financial risk of being a Landlord in our City. For one to take the chance of losing their entire lifesavings and being imprisoned without even being aware that they are in violation of a city ordinance is way too much risk for any conscientious landlord to undertake. Another an analogy... Just because one has never suffered a devastating fire in their home doesn't mean they cancel their fire insurance. Even if someone has never experienced a serious injury auto accident, they would never consider canceling their auto insurance. Likewise, no one would undertake the risk of losing everything they have worked for by being a landlord in Chula Vista if this ordinance is adopted as written.

Being handy with a hammer. I have consistently kept our units in tip top shape and kept rents well under market. My wife, Mary, & I have have enjoyed many pleasant relationships with individuals who have been tenants for ten, twenty or even thirty years. Some relationships have even blossomed into life long friendships. This ordinance, as written, brings all that to an end.

I truly believe city counsel and staff are way overthinking the problem. The **main** cause for the rising rents is simply supply and

demand. That is the reason there are very few minimum wage workers living in La Jolla, Coronado, our Rancho Santa Fe. We have become a victim of our own success. I remember 1990-91 during the first Gulf War, Camp Pendleton virtually emptied out. With our soldiers overseas, many young wives became scared and went home to family. Many landlord friends informed me Oceanside vacancies soared and rents plummeted.

Just the other day, I was consulting with my Allstate Insurance agent on another matter. Barry has been my insurance agent for over thirty five years. As we reminisced on the changes in our city over the years, the subject of the proposed Residential Landlord and Tenant Ordinance came up. He informed me he was well aware of its effects. He has completely liquidated all his Chula Vista residential properties and believes it would also be wise for his clients be prepared to remove their properties from the rental market.

We all feel compelled to "Do Something" but this ordinance, as written is not the answer rising rents. This ordinance exasperates the problem. If there was ever a case of killing the goose that lays the golden egg, this ordinance is it.

However, I am not nieve. I realize some of you will simply throw this report in the trash can. That would be a mistake. I love this community and I am sure my points are valid.

In closing, if you do choose to adopt this ordinance as written, thirty days is not sufficient time to prepare our community's renters for the turmoil which will follow. 90 to 120 days is an absolute minimum time required for concerned citizens to remove themselves from the position of Landlord.

On a personal note, of my ten tenants, three have professional occupations and will do just fine. Six tenants, however, work in the service industry and will need additional time to relocate out of the

community. I drive a pickup truck. Over the years I would usually offer to assist tenants relocate to other housing units. Assisting six tenants in such a short period of time poses serious challenges. Lastly, I am very concerned with one tenant, who has been with us over ten years. She is a retired Grandmother living with two teenage Granddaughters. My main concern is her desire for her Grandchildren to remain in the Hilltop School district. If this ordinance is adopted as written I do not see how that is possible.

Please overlook any misspellings or poor grammar. Although my conclusions are valid, I felt hard pressed to get this info to you in a timely manner.

Thank you again for allowing me to assist you in this matter. If you have any questions please feel free to call or E-mail anytime.

Joseph A Raso