

SECOND READING AND ADOPTION

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF CHULA VISTA ADDING
CHAPTER 9.65 TO THE CHULA VISTA MUNICIPAL CODE
TO ESTABLISH RESIDENTIAL TENANT PROTECTIONS

WHEREAS, prior to the COVID-19 pandemic, there existed a lack of affordable housing in the State of California, including San Diego County (<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 the loss of or limited work opportunities and are experiencing unexpected loss of income. These households are at risk of failing to maintain 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, including in Chula Vista, any further reductions in income and increased housing costs would exacerbate existing housing affordability issues; and

WHEREAS, 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, it is essential to avoid unnecessary housing displacement, to maintain 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; 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 State of California has recognized the impact of evictions on individuals and established the State Tenant Protection Act of 2019 (AB 1482; Civil Code section 1946.2); and

WHEREAS, the State Tenant Protection Act authorizes local jurisdictions to adopt requirements for just cause termination of a residential tenancy that are more protective than the provisions in the State Tenant Protection Act of 2019; and

WHEREAS, this Ordinance is intended to address threats to the public health, safety, and welfare of the residents of Chula Vista, to ensure that residents continue to have stable housing, and to protect residents from avoidable homelessness; and

WHEREAS, this Ordinance adopts requirements for just cause termination of a residential Tenancy that are more protective than the provisions in the State Tenant Protection Act of 2019, and provides additional tenant protections.

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

Section I. The City Council of the City of Chula Vista finds as follows:

1. The just cause for termination of a residential tenancy under this local ordinance is consistent with the State of California's Tenant Protection Act of 2019.
2. This local ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, and provides additional tenant protections that are not prohibited by any other provision of law.
3. This local ordinance is more protective than the provisions of the State of California's Tenant Protection Act of 2019.

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

Chapter 9.65

RESIDENTIAL TENANT PROTECTION ORDINANCE

Sections:

- 9.65.010 Title and Purpose.
- 9.65.020 Promulgation of Administrative Regulations.
- 9.65.030 Definitions.
- 9.65.040 Residential Tenancies Not Subject to This Chapter.
- 9.65.050 Harassment and Retaliation Against Tenant Prohibited.
- 9.65.060 Just Cause Required for Termination of Tenancy.
- 9.65.070 Requirements Upon Termination of Tenancy.
- 9.65.080 Enforcement and Remedies.
- 9.65.090 Sunset Clause.

9.65.010 Title and Purpose.

A. **Title.** This chapter shall be known as the Chula Vista Residential Tenant Protection Ordinance and may be referred to herein as the Residential Tenant Protection Ordinance.

B. **Purpose.** Subject to the provisions of applicable law, the purpose of the Residential Tenant Protection 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 tenant protections. Nothing in this chapter shall be construed as to prevent the lawful eviction of a tenant by appropriate legal means.

9.65.020 Promulgation of Administrative Regulations.

The City Manager is authorized to establish, consistent with the terms of this chapter, Administrative Regulations necessary to carry out the purposes of this chapter. Administrative Regulations shall be published on the City's website, and maintained and available to the public in the Office of the City Clerk. Administrative Regulations promulgated by the City Manager shall become effective and enforceable under the terms of this chapter thirty (30) days after the date of publication on the City's website.

9.65.030 Definitions.

When used in this chapter, the following words and phrases shall have the meanings ascribed to them below. Words and phrases not specifically defined below shall have the meanings ascribed to them elsewhere in this Code, or shall otherwise be defined by common usage. For definitions of nouns, the singular shall also include the plural; for definitions of verbs, all verb conjugations shall be included. Any reference to State laws, including references to any California statutes or regulations, is deemed to include any successor or amended version of the referenced statute or regulations promulgated thereunder consistent with the terms of this Chapter.

"Administrative Regulations" means regulations that implement this chapter authorized by the City Manager pursuant to Section 9.65.020.

"Bad Faith" or "in Bad Faith" means with the intent to vex, annoy, harass, coerce, defraud, 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.

"City" means the City of Chula Vista.

"City Attorney" means the City Attorney of the City of Chula Vista, or their designee.

"City Manager" means the City Manager of the City of Chula Vista, or their designee.

"County" means the County of San Diego.

"Disabled" means an individual with a disability, as defined in California Government Code Section 12955.3.

"Elderly" means an individual sixty-two (62) years old or older.

"Enforcement Officer" means the Director of Development Services, a Code Enforcement Manager, any Code Enforcement Officer, the Building Official, any sworn Officer of the Police Department, the Fire Chief, the Fire Marshal, or any other City department head (to the extent responsible for enforcing provisions of this code), their respective designees, or any other City

employee designated by the City Manager to enforce this chapter.

“Family Member” means the spouse, domestic partner, children, grandchildren, parents or grandparents of the residential unit Owner.

“Housing Service” means services provided by the Owner to the Tenant in connection with the use and occupancy of a Residential Rental Unit, either pursuant to contract or as required by law, including repairs, maintenance, and painting; providing light, heat, hot and cold water; window shades and screens; storage; kitchen, bath, and laundry facilities and privileges; janitor services; pest control; elevator service; access to exterior doors, entry systems, and gates; utility charges that are paid by the Owner; refuse removal; furnishings; parking; the right to have a specified number of occupants, and any other benefit, privilege, or facility connected with the use or occupancy of any Residential Rental Unit. Housing Services also includes the proportionate part of services provided to common facilities of the building in which the Residential Rental Unit is located.

“Owner” (including the term “Landlord”) means any Person, acting as principal or through an agent, having the right to offer a Residential Rental Unit for rent. As the context may require, “Owner” shall also include a predecessor in interest to the Owner.

“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.

“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.

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

“State” means the State of California.

“Substantial Remodel” means improvements to a Residential Rental Unit meeting all of the following criteria:

1. Any structural, electrical, plumbing, or mechanical system is being replaced or substantially modified; and
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; and
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, County, or City 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 in order to complete the improvements.

Cosmetic improvements alone, including, but not limited to, 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 constitute a Substantial Remodel.

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

“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 Residential Tenancies Not Subject to this Chapter.

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

A. Single-family Owner-occupied residences, including a mobilehome, 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 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.

C. A Residential 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.
 - d. Management of a mobilehome park, as defined in Section 798.2 of the Civil Code.
2. 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 9.65.040(C) 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 a Tenancy existing before March 1, 2023, 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 March 1, 2023, 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 9.65.060(B)(5).

D. A homeowner in a mobilehome, as defined in Civil Code section 798.9 or a tenancy as defined in Civil Code section 798.12. This chapter shall also not apply to a non-owner Tenant of a mobilehome. Instead, a non-owner Tenant of a mobilehome shall retain the rights stated in the State Tenant Protection Act.

E. Transient and tourist hotel occupancy as defined in Civil Code section 1940(b).

F. 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.

G. 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.

H. Residential Property or Dormitories owned by the City, an institution of higher education, or a kindergarten and grades 1 to 12, inclusive.

I. 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.

J. 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 exclusion shall not apply to a Tenant with a Section 8 Housing Choice Voucher and such Tenancies shall be governed by this chapter.

9.65.050 Harassment and Retaliation Against Tenant 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 a Tenant or with respect to a Residential Rental Unit, as applicable:

1. Interrupt, terminate, or fail to provide Housing Services required by contract or by law, including federal, State, County, or City laws;
2. Fail to perform repairs and maintenance required by contract or by law, including federal, State, County, or City laws;
3. Fail to exercise commercially reasonable efforts and diligence to commence and complete repairs or maintenance;
4. Abuse the Owner's right of lawful access into a Residential Rental Unit. 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 State law;

11. Refuse to accept or acknowledge receipt of a Tenant's lawful rent payment, excluding circumstances where an unlawful detainer or other civil action is pending that could be impacted by acceptance of rent;
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 Mobilehome Residency Law ("MRL") Tenancies under Civil Code section 798.12 or mobilehome Tenants because the provisions of Section 1940.2 of the Civil Code and Division 2, Part 2, Chapter 2.5 of the Civil Code apply to such Tenancies.

9.65.060 Just Cause Required for Termination of Tenancy.

A. **Prohibition.** No Owner of a Residential Rental Unit shall terminate a Tenancy without Just Cause. A Just Cause basis for Termination of Tenancy includes both "At Fault Just Cause" and "No-Fault Just Cause" circumstances as described below.

B. **At Fault Just Cause.** At Fault Just Cause means any of the following:

1. Default in payment of rent.
2. 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.
3. 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.
4. Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
5. The Tenant had a written lease that terminated on or after the effective date of this chapter, 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. Addition of a provision allowing the Owner to terminate the Tenancy to allow for occupancy by the Owner or Owner's Family Member as described in section 9.65.060(C)(1), below, shall constitute a "similar provision" for the purposes of this subsection.
6. 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.

C. **No Fault Just Cause.** No Fault Just Cause means any of the following:

1. **Intent to Occupy by Owner or Family Member.** The Tenancy is terminated on the basis that the Owner or Owner's Family Member intends to occupy the Residential Rental Unit. For leases entered into on or after July 1, 2020, Intent to Occupy by Owner or Family Member shall only be a No Fault Just Cause basis for termination 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 Family Member unilaterally decides to occupy the residential real property.
2. **Compliance with Government or Court Order.** The Tenancy is terminated on the basis of the Owner's compliance with any of the following:
 - a. An order issued by a government agency or court relating to habitability that necessitates vacating the Residential Rental Unit; or

- b. An order issued by a government agency or court to vacate the Residential Rental Unit; or
- c. 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.

- 3. **Withdrawal From the Rental Market.** The Tenancy is terminated on the basis of the Owner's decision to withdraw the Residential Rental Unit from the rental market.
- 4. **Substantial Remodel or Complete Demolition.** The Tenancy is terminated because of the Owner's decision to Substantially Remodel or completely demolish a Residential Rental Unit.

D. Notice to Tenant of Tenant Protection Provisions Required. 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 an Owner 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 this Chapter, the notice required above shall be provided to the Tenant directly or as an addendum to the lease or rental agreement no later than March 1, 2023. For a Tenancy in a Residential Rental Unit subject to this Chapter commenced or renewed on or after March 1, 2023, 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.

E. Reporting Requirements. Owners and Tenants shall provide City with information regarding termination of Tenancies at such time(s) and with such details as shall be required by City in the attendant Administrative Regulations.

9.65.070 Requirements Upon Termination of a Tenancy.

A. Requirements Upon Termination of a Tenancy for At Fault Just Cause. Before an Owner of a Residential Rental Unit issues a notice to terminate a Tenancy for At Fault Just Cause that is a curable lease violation, the Owner shall first give written notice of the violation to the Tenant including a description of the violation (or violations) and 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.

B. Requirements Upon Termination of a Tenancy for No Fault Just Cause. Upon termination of a Tenancy for No Fault Just Cause, an Owner of a Residential Rental Unit shall provide notice and relocation assistance as follows:

1. **Tenancy in Unit in a Residential Rental Complex.** When an Owner terminates a Tenancy of a Residential Rental Unit in a Residential Rental Complex for No-Fault Just Cause, the Owner shall provide notice and relocation assistance to the Tenant as follows:
 - a. **Notice to Tenant Required.** The Owner shall give written notice to the Tenant at least 30 or 60 days prior to the proposed date of termination as required by Civil Code section 1946.1, in no less than 12-point font of:
 - i. **Notice of Basis for No Fault Just Cause Termination.** The Owner's decision to terminate the Tenancy and a description of the basis for said termination.
 - ii. **Notice of Right to Relocation Assistance.** The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent, 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
 - iii. **Notice of Right to Receive Future Offer.** 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 Residential Rental Unit was withdrawn from the rental market, and that to exercise such right, the Tenant: (a) 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; (b) furnish the Owner with an address or email address to which that offer is to be directed; (c) and advise the Owner at any time of a change of address to which an offer is to be directed.
 - b. **Notice to City Required.** The Owner shall provide written notice to the City of the No Fault Just Cause Termination of Tenancy no later than three business (3) days after the date the Owner provides the required notice to the Tenant. Such notice to City shall be provided on a form approved by City for such purpose and in the manner specified in the attendant Administrative Regulations. The City shall acknowledge receipt of the Owner's notice to City within three (3) business days of City's receipt of such notice.

- c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income or length of Tenancy, 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 the greater of: 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, or two (2) months of actual then in effect contract rent under Tenant's lease. If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to the greater of: 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 three (3) months of actual contract rent; or
 - ii. Waive in writing and not collect the payment by Tenant of then due or future rent otherwise due under the lease in an amount equivalent to the direct payment described in (i), above.
2. **Tenancy in Unit Not in a Residential Rental Complex.** When an Owner terminates a Tenancy of a Residential Rental Unit that is not in a Residential Rental Complex for No-Fault Just Cause, the Owner shall provide notice and relocation assistance to the Tenant as follows:
 - a. **Notice to Tenant Required.** The Owner shall give written notice to the Tenant at least 30 or 60 days prior to the proposed date of termination as required by Civil Code section 1946.1, in no less than 12-point font of:
 - i. **Notice of Basis for No Fault Just Cause Termination.** The Owner's decision to terminate the Tenancy and a description of the basis for said termination.
 - ii. **Notice of Right to Relocation Assistance.** The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent, 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
 - b. **Notice to City Required.** The Owner shall provide written notice to the City of the No Fault Just Cause Termination of Tenancy no later than three business (3) days after the date the Owner provides the required notice to the Tenant. Such notice to City shall be provided on a form approved by City for such purpose and in the manner specified in the attendant Administrative Regulations. The City shall acknowledge receipt of the Owner's notice to City within three (3) business days of City's receipt of such notice.
 - c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income

or length of Tenancy, 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 actual then in effect contract rent under Tenant's lease; or
- ii. Waive in writing and not collect the payment by Tenant of then due or future rent otherwise due under the lease in an amount equivalent to the direct payment described in (i), above.

C. Additional Requirements Upon Termination of a Tenancy for No Fault Just Cause. Upon termination of a Tenancy for No Fault Just Cause, the following additional provisions shall also apply:

1. When more than one Tenant occupies a rental unit and the Owner opts to provide direct payment of relocation assistance to the Tenants, the Owner may make a single direct payment to all Tenants named on the rental agreement.
2. 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.
3. Any relocation assistance or rent waiver to which a Tenant may be entitled to under this section shall be in addition to and shall not be credited against any other relocation assistance required by any other law.
4. 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 by Owner as damages in an action to recover possession.
5. If a Residential Rental Unit in a Residential Rental Complex is 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 No Fault Just Cause termination if the Tenant: (a) 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 (b) furnished the Owner with an address or email address to which that offer is to be directed. The Owner shall have the right to screen the Tenant using industry accepted methods and shall communicate such minimum screening criteria in the offer for the new Tenancy, subject to the terms of any attendant Administrative Regulations.
6. With regard to termination of a Tenancy of a Residential Rental Unit in a Residential Rental Complex on the basis of a withdrawal of the unit from the rental market, as described in Section 9.65.060(C)(3), should the property that had been taken off the market be placed on the rental market again within two (2) years of the termination of the Tenancy, then the Owner shall be liable to Tenant for the greater of: (i) 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; or (ii) six (6) months of actual then in effect contract rent under the Tenant's lease at time of termination. This section does not apply if the property is rented to Owner's Family Member, converted to another non-rental use, or sold or otherwise transferred to a bona fide third-party during the two (2) year period.

7. Among other remedies applicable to Owner's failure to comply with the terms of this chapter, an Owner's failure to strictly comply with this section shall render the notice of termination void.

9.65.080 Enforcement and Remedies.

A. Guiding Principles. The City seeks to promote good relations between Owners and Tenants, and in furtherance of such goal, provides the following guiding principles:

1. Owners and Tenants should treat each other with respect, listen to each other, and make good faith efforts to informally resolve issues. If Owners and Tenants cannot informally resolve issues, alternative dispute resolution and mediation programs should be voluntarily utilized.
2. If disputes are not able to be settled despite the use of dispute resolution or mediation programs, the primary enforcement mechanism is otherwise expected to be the Private Remedies set forth in Section 9.65.080(D) below.
3. The City shall have the sole and unfettered discretion to determine if and when City will engage in City enforcement of this chapter. Owners and Tenants are highly encouraged to independently resolve disputes as set forth in paragraphs 1 and 2 above.

B. General Provisions.

1. The enforcement mechanisms and remedies specified in this section are cumulative and in addition to any other enforcement mechanisms and remedies available under federal, State, County, and City law for violation of this chapter or Code.
2. 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.
3. Any waiver of the rights under this chapter shall be void as contrary to public policy.

C. City Attorney Enforcement.

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

2. **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. Civil penalties for violations of this chapter may be assessed at a rate not to exceed \$5,000 per violation per day. 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.
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 Section 9.65.070(C)(6).
4. **Criminal Violation.** An Owner who interferes or facilitates interference with a Tenant's peaceful enjoyment, use, possession or occupancy of a Residential Rental Unit by (a) threat, fraud, intimidation, coercion, or duress, (b) maintenance or toleration of a public nuisance, (c) cutting off heat, light, water, fuel, Wi-Fi, or free communication by anyone by mail, email, telephone/cell phone, or otherwise, or (d) restricting trade (including the use of delivery services for goods or food) or tradespersons from or to any such Tenant, shall be guilty of a misdemeanor punishable by a fine of not more than \$1,000 or imprisonment for a period of not more than six months, or by both a fine and imprisonment. At the sole discretion of the City Attorney, such violation may, in the alternative, be cited and prosecuted as an infraction.
5. **Subpoena Authority.** The City Attorney shall have the power to issue subpoenas for the attendance of witnesses, to compel their attendance and testimony, to administer oaths and affirmations, to take evidence, and to issue subpoenas for the production of any papers, books, accounts, records, documents or other items that may be relevant to the City Attorney's investigation, enforcement action, or prosecution. The City Attorney may exercise such powers prior to or following the commencement of any civil, criminal, or administrative action to the fullest extent allowed by law.

D. Private Remedies.

1. **Civil Action.** An aggrieved Tenant may institute a civil action for injunctive relief, direct money damages, and any other relief allowed by law, including the assessment of civil penalties in the amount of no less than \$2,000 and no more than \$5,000 per violation per day. If the aggrieved Tenant is Elderly or Disabled, additional civil penalties of up to \$5,000 per violation per day may be assessed at the discretion of the court. A Tenant may also pursue damages as set forth in Section 9.65.070(C)(6).
2. **Affirmative Defense.** A violation of this chapter may be asserted as an affirmative defense in an unlawful detainer or other civil action.

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

9.65.090 Sunset Clause.

This chapter shall remain in effect until January 1, 2030, and as of that date is repealed unless otherwise extended by the City Council.

Section III. 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 IV. 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 V. Effective Date

This Ordinance shall take effect and be in force beginning March 1, 2023.

Section VI. 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

Approved as to form by

Laura C. Black, AICP
Director of Development Services

Glen R. Googins
City Attorney