

ORDINANCE NO. _____

ORDINANCE OF THE CITY OF CHULA VISTA AMENDING
CHAPTER 9.65 OF THE CHULA VISTA MUNICIPAL CODE
TO ADD RESIDENTIAL TENANT PROTECTION
PROVISIONS

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, on October 25, 2022 the Chula Vista City Council added Chapter 9.65, “Residential Tenant Protections”, to the Chula Vista Municipal Code with the intent 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, Chapter 9.65 adopted 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 that became effective on March 1, 2023 in the City of Chula Vista; and

WHEREAS, on September 30, 2023 [California Senate Bill 567](#) (SB567), *Termination of tenancy: no-fault just causes: gross rental rate increases*, was adopted, amending AB1482; and

WHEREAS, SB567 amends Civil Code section 1946.2 to add additional requirements related to the termination of tenancies for certain no-fault bases, which exceed the current regulations contained in CVMC Chapter 9.65; and

WHEREAS, SB567 further expands penalties and local enforcement power with regard to the law’s provisions; and

WHEREAS, in order to stay consistent with new state law provisions, Chapter 9.65 must be updated prior to April 1, 2024, the effective date of SB567.

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 amended 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.

“Occupant Owner” means any of the following:

1. An owner who is a natural person that has at least a 25 percent recorded ownership interest in the property.
2. An owner who is a natural person who has any recorded ownership interest in the property if 100 percent of the recorded ownership interest is divided among owners who are related to each other as Family Members.
3. An owner who is a natural person whose recorded interest in the property is owned through a limited liability company or partnership.

For purposes of the “Occupant Owner” definition, a “natural person” includes any of the following: (a) a natural person who is a settlor or beneficiary of a family trust; or (b) if the property is owned by a limited liability company or partnership, a natural person with a 25 percent ownership interest in the property. A “family trust” means a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are related to each other as Family Members. A “beneficial owner” means a natural person or family trust for whom, directly or indirectly and through any contractual arrangement, understanding, relationship, or otherwise, and any of the following applies: (a) the natural person exercises substantial control over a partnership or limited liability company; (b) the natural person owns 25 percent or more of the equity interest of a partnership or limited liability company; (c) the natural person receives substantial economic benefits from the assets of a partnership.

“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 Occupant Owner or Family Member.** The Tenancy is terminated on the basis that the Occupant Owner or an Occupant Owner's Family Member will occupy the Residential Rental Unit within 90 days after the Tenant vacates and will continuously occupy the Residential Rental Unit for a minimum of 12 continuous months thereafter as their primary residence. For leases entered into on or after July 1, 2020, Intent to Occupy by Occupant 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 an Occupant Owner or an Occupant Owner's 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. The Owner may not require the Tenant to vacate the Residential Rental Unit on any days where a Tenant could continue living in the Residential Rental Unit without violating health, safety, and habitability codes and law.

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:
 - 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.
 - iv. **Notice of Intended Occupant.** If the Tenancy is being terminated on the basis of an Occupant Owner or Occupant Owner's Family Member move in under section 9.65.060(C)(1), above, the written notice must identify the name or names and relationship to the Occupant Owner of the intended occupant. The written notice shall additionally include notification that the Tenant may request proof that the intended occupant is an Occupant Owner or related to the Occupant Owner. The proof shall be provided upon request and may include an operating agreement and other non-public documents.

- v. **Notice of Substantial Remodel or Demolition.** If the Tenancy is being terminated on the basis of a Substantial Remodel or Complete Demolition under 9.65.060(C)(4), above, the following statement must be included in the written notice:

“If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer.”

The written notice shall additionally contain a description of the Substantial Remodel to be completed, the approximate expected duration of the Substantial Remodel, or if the property is to be completely demolished, the expected date by which the property will be demolished, together with one of the following:

- (a) A copy of the permit or permits required to undertake the Substantial Remodel or demolition; or
- (b) If the Substantial Remodel is due to abatement of hazardous materials and does not require any permit, a copy of the signed contract with the contractor hired by the owner to complete the Substantial Remodel, that reasonably details the work that will be undertaken to abate the hazardous materials.

The written notice shall additionally indicate that if the Tenant is interested in reoccupying the Residential Rental Unit following the Substantial Remodel, the Tenant shall inform the Owner of the Tenant’s interest in reoccupying the Residential Rental Unit following the Substantial Remodel and provide to the Owner the Tenant’s address, telephone number, and email address.

- 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 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 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
 - iii. **Notice of Intended Occupant.** If the Tenancy is being terminated on the basis of an Occupant Owner or Occupant Owner's Family Member move in under section 9.65.060(C)(1), above, the written notice must identify the name or names and relationship to the Occupant Owner of the intended occupant. The written notice shall additionally include notification that the Tenant may request proof that the intended occupant is an Occupant Owner or related to the Occupant Owner. The proof shall be provided upon request and may include an operating agreement and other non-public documents.
 - iv. **Notice of Substantial Remodel or Demolition.** If the Tenancy is being terminated on the basis of a Substantial Remodel or Complete Demolition under 9.65.060(C)(4), above, the following statement must be included in the written notice:

"If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer."

The written notice shall additionally contain a description of the Substantial Remodel to be completed, the approximate expected duration of the Substantial Remodel, or if the property is to be completely demolished, the expected date by which the property will be demolished, together with one of the following:

- (a) A copy of the permit or permits required to undertake the Substantial Remodel or demolition; or
- (b) If the Substantial Remodel is due to abatement of hazardous materials and does not require any permit, a copy of the signed contract with the contractor hired by the owner to complete the Substantial Remodel, that reasonably details the work that will be undertaken to abate the hazardous materials.

The written notice shall additionally indicate that if the Tenant is interested in reoccupying the Residential Rental Unit following the Substantial Remodel, the Tenant shall inform the Owner of the Tenant's interest in reoccupying the Residential Rental Unit following the Substantial Remodel and provide to the Owner the Tenant's address, telephone number, and email address.

- 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 the Tenancy is being terminated on the basis of an Occupant Owner or Occupant Owner's Family Member move in under section 9.65.060(C)(1) and the intended occupant fails to move into the Residential Rental Unit within 90 days after the Tenant vacates, or fails to occupy the Residential Rental Unit as their primary residence for at least 12 consecutive months, the Owner shall offer the unit to the Tenant who vacated it at the same rent and lease terms in effect at the time the Tenant vacated and shall reimburse the Tenant for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the Tenant in connection with the written notice. If the intended occupant moves into the unit within 90 days after the tenant vacates, but dies before having occupied the unit as a primary residence for 12 months, this will not be considered a failure to comply with this section or a material violation of this section by the Owner.
 - a. For a new tenancy commenced during the time periods described in 9.65.070(C)(5), the unit shall be offered and rented or leased at the lawful rent in effect at the time any notice of termination of tenancy is served.
6. 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.
7. 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.

8. 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. Notwithstanding the foregoing, civil penalties for violations of section 9.65.050 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)(7).

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, actual 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)(7).
 - a. An Owner who attempts to recover possession of a Residential Rental Unit in material violation of this chapter shall be liable to the Tenant in a civil action for actual damages. Upon a showing that the Owner has acted willfully or with oppression, fraud, or malice, an Owner shall be liable to the Tenant in a civil action for up to three times the actual damages. An award may also be entered for punitive damages for the benefit of the Tenant against the Owner.
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

The Amendments to this Ordinance shall take effect and be in force beginning April 1, 2024.

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

Stacey Kurz
Director of Housing and Homeless Services

Jill D.S. Maland
Lounsbury Ferguson Altona & Peak
Acting City Attorney