

**ORDINANCE NO. \_\_\_\_ (N.C.S.)**

**AN ORDINANCE ADDING ARTICLE IIB TO CHAPTER 17 OF THE SALINAS MUNICIPAL CODE RELATED TO JUST CAUSE EVICTION AND TENANT PROTECTION**

*City Attorney Impartial Analysis*

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**RECITALS...**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SALINAS as follows:**

**SECTION 1. Article IIB is hereby added to Chapter 17 of the Salinas Municipal Code to read as follows:**

Article IIB. Just Cause Eviction and Tenant Protection.

Sec. 17-02.50. Title; Purpose.

- (a) This Article shall be known as the “Just Cause Eviction and Tenant Protection Ordinance.”
- (b) It is the purpose and the intent of this Article to provide housing stability in the Salinas rental market and limit adverse impacts on displaced tenants forced to find replacement housing in the expensive and limited Salinas housing market. Pursuant to California Civil Code section 1946.2(g)(1)(B), the City Council hereby makes the following findings: This Article requiring just cause for termination of a residential tenancy is consistent with and more protective than California Civil Code section 1946.2. This Article is more protective because it 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. The rights conferred by this Article are in addition to any existing rights provided to Tenants by state or federal law.

Sec. 17-02.51. Definitions.

The following words or phrases as used in this Article shall have the following meanings:

- (a) “Buyout Agreement.” A written agreement where a Landlord pays a Tenant money or other consideration to vacate a Residential Unit.
- (b) “Buyout Negotiations.” Any discussion or bargaining, whether oral or written. Between a Tenant and a Landlord regarding the possibility of entering into a Buyout Agreement. Buyout Negotiations begin upon the Landlord’s initiation of such discussion or bargaining and end at the earliest of the following events: when a Buyout Agreement is executed, when

the Tenant vacates their Rental Unit, when the Tenant provides written notice to the Landlord that the Tenant no longer wishes to engage in Buyout Negotiations, or when the Landlord provides written notice to the Tenant that the owner no longer wishes to engage in Buyout Negotiations. A counteroffer by the Tenant does not end Buyout Negotiations.

- (c) “Disabled.” The same meaning as in California Government Code section 12955.3.
- (d) “Housing Service.” All amenities and services related to the use or occupancy of a Rental Unit and common areas that are provided by the landlord. Housing Services includes without limitation hot and cold water, heat, light, utilities that are paid by the Landlord, painting, elevator service, window shades and screens, refuse removal, janitorial service, maintenance, repairs, replacement, recreational areas (including pools or gyms), kitchen, bath, and laundry facilities, furnishings, storage space, parking (including one or more automobiles), employee services, security services, insurance, the payment of property taxes, and any other benefits or privileges permitted to the Tenant by agreement, whether express or implied, including the right to have a specific number of occupants and the right to one-for-one replacement of roommates, regardless of any prohibition against subletting and/or assignment. Housing Services also includes those basic Housing-Services required by California Civil Code §1941.1. Housing Services includes a proportionate part of services provided to common facilities of the building and Property in which the Rental Unit is contained.
- (e) “Landlord.” An owner, lessor, sublessor, or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or any agent, representative, or successor of any of the foregoing.
- (f) “Primary Residence.” Occupancy which does not require that the individual be physically present in the unit at all times or continuously, but the unit must be the individual’s usual place of return. Indicia of primary residence include:
  - (1) The individual carries on basic living activities at the subject premises for extended periods;
  - (2) The subject premises are listed with other public agencies, including federal, state, and local taxing authorities as their primary residence;
  - (3) Utilities are billed to and paid by the individual at the subject premises;
  - (4) Homeowner’s tax exemption for the individual has not been filed for a different property;
  - (5) The occupant is not registered to vote at any other location;

- (6) Ownership must be held in the same name of the individual claiming primary residence and not held by a limited liability company or other corporate structure; and
- (7) Other relevant factors illustrating primary residence.
- (g) “Property.” All Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.
- (h) “Rent” means all periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement, as defined in this section, concerning the use or occupancy of a Rental Unit and premises, including all payment and consideration demanded or paid for parking, utilities, pets, furniture, subletting, and security deposits for damages and cleaning.
- (i) “Rental Housing Agreement.” An agreement, oral, written, or implied, between a Landlord and Tenant, for use or occupancy of a Rental Unit and for Housing Services.
- (j) “Recognized Tenant Organization” means any group of tenants residing in rental units in the same building or in different buildings operated by the same management company, agent, or landlord, who choose to be so designated.
- (k) “Rental Unit.” Any building, structure, or part thereof, or land appurtenant thereto, or any other rental Property rented or offered for Rent for residential purposes, including any dwelling or unit in a mobilehome park, together with all Housing Services connected with the use of occupancy of such Property such as common areas and recreational facilities held out for use by the Tenant.
- (l) “Tenant.” A tenant, subtenant, lessee, sublessee, or any other person entitled under the term of a Rental Housing Agreement to the use of occupancy of any Rental Unit.
- (m) “Utility Charges.” Any charges for gas, electricity, water, cable, or internet.

Sec. 17-02.52. Applicability; Exemptions.

- (a) Applicability of this Article. This Article applies to all residential Rental Units, except for those units that are exempted.
- (b) Exemptions from this Article. The following residential Rental Units are exempt from all provisions of this Article:
  - (1) A unit in a hotel, motel, inn, tourist home, or rooming and boarding house which is rented primarily to transient guests for a period of twenty-eight (28) consecutive calendar days or less, counting portions of calendar days as full days and other

transient occupancies as defined in California Civil Code section 1946.12. This exemption does not apply, however, to the following:

- (A) A Tenant who has lived at the property for more than thirty (30) consecutive calendar days;
  - (B) A Tenant who has entered into a Rental Housing Agreement to lease a Rental Unit for thirty (30) days or more; or
  - (C) Where a Landlord has violated California Civil Code section 1940.1 with regard to the Tenant.
- (2) Rental Units in a hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code section 202 that is solely owned and operated by an accredited institution of higher education.
  - (3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive.
  - (4) Housing accommodations in which the Tenant shares a bathroom or kitchen facilities with the owner who maintains their Primary Residence at the residential rental property.
  - (5) Single-family owner-occupied residences which the owner maintains as their Primary Residence, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or junior accessory dwelling unit.

#### Sec. 17-02.53. Just Cause Required for Termination of Tenancy.

No Landlord shall take action to terminate any residential tenancy including, but not limited to, making a demand for possession of a Rental Unit threatening to terminate a residential tenancy verbally or in writing, serving any notice to quit or other eviction notice, or bringing any action to recover possession or be granted recovery of possession of a Rental Unit without just cause. For purposes of this Article, just cause includes at-fault and no-fault just cause.

(a) At Fault Just Cause. At Fault Just Cause is any of the following:

- (1) Failure to Pay Rent. The Tenant has failed to pay the Rent which the Landlord is legally entitled under the Rental Housing Agreement, this Article, or any other local law. However, this subsection shall not constitute grounds for eviction where the Tenant has withheld Rent pursuant to applicable law or where the amount of Rent demanded is less than one (1) month of fair market Rent for a unit of equivalent size in the Salinas metro area as determined by the U.S. Department of Housing and Urban Development.

(2) Breach of Lease. The Tenant has continued, after written notice to cease, to substantially violate any of the material terms of the Rental Housing Agreement, except the obligation to surrender possession on proper notice as required by law, and provided such terms are reasonable and legal and have been accepted in writing by the Tenant or made a part of the Rental Housing Agreement; and provided further, that, where such terms have been accepted by the Tenant or made a part of the Rental Housing Agreement subsequent to the initial creation of the tenancy, the Landlord shall have first noticed the Tenant in writing that he or she need not accept such terms or agree to their being made part of the Rental Housing Agreement.

(A) Notwithstanding any contrary provision in this section, a Landlord shall not take any action to terminate a tenancy based on a Tenant's sublease of the Rental Unit if the following requirements are met:

- (i) The Tenant continues to reside in the Rental Unit as his, her, or their primary residence;
- (ii) The sublease replaces one or more departed tenants under the Rental Housing Agreement on a one-for-one basis; and
- (iii) The Landlord has unreasonably withheld the right to sublease following written request by the Tenant. If the Landlord fails to respond to the Tenant in writing within fourteen (14) days of receipt of the Tenant's written request, the Tenant's request shall be deemed approved by the Landlord. A Landlord's reasonable refusal of the Tenant's written request may not be based on the proposed additional occupant's lack of creditworthiness, if that person will not be legally obligated to pay some or all of the Rent to the Landlord. A Landlord's reasonable refusal of the Tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a Rental Unit exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health and Safety Code section 17922.

(B) Protections for Families. Notwithstanding any contrary provision in this section, a Landlord shall not endeavor to recover possession of a Rental Unit as a result of the addition to the Rental Unit of the Tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or domestic partner (as defined in California Family Code section 297) of such relatives, or as a result of the addition of the spouse or domestic partner of the Tenant, so long as the number of occupants does not exceed the maximum number of occupants as determined under section 503(b) of the Uniform Housing Code as incorporated by California Health and Safety Code section 17922.

- (C) Before endeavoring to recover possession based on the violation of a legal obligation or covenant of tenancy regarding subletting or limits on the number of occupants in the Rental Unit, the Landlord shall serve the Tenant a written notice of the violation that provides the Tenant with a minimum of fourteen (14) days' opportunity to cure the violation. The Tenant may cure the violation by making a written request to add occupants referenced in subsection (2)(A)(iii) of this section or by using other reasonable means to cure the violation including, but not limited to, the removal of any additional or unapproved occupant. Nothing in this subsection is intended to limit any other rights or remedies that the law otherwise provides to Landlords or to Tenants.
- (3) Nuisance. The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to commit or expressly permit a nuisance in, or cause substantial damage to the Rental Unit.
- (4) Waste. The committing of waste as described in California Code of Civil Procedure section 116(4), as may be amended.
- (5) Criminal Activity; Criminal Threats. Criminal activity by the Tenant on the residential rental property, including any common areas associated with the residential rental property. A criminal threat, as defined in California Penal Code section 422(a), as may be amended, by the Tenant regardless of where made directed at the Landlord or any other Tenant of the residential rental property.
- (6) Assignment or Subletting in Violation of the Rental Housing Agreement. The Tenant's assignment or sublet of the residential rental property in violation of the Tenant's lease, as described in Section 17-02.53(a)(2)(A).
- (7) Failure to Give Access. The Tenant has continued to refuse without good cause, after the Landlord has served the Tenant with a written notice, to grant the Landlord reasonable access to the Rental Unit for the purposes of showing the Rental Unit to prospective purchasers, renters, or mortgagees, or making necessary repairs or improvements required by federal, state, or local laws. This shall include inspections by the City and other inspections needed so that the Landlord may comply with such laws. Unless due to a documented emergency affecting the Tenant's health and/or safety, all repair or improvement work will be scheduled in compliance with applicable City regulations. To terminate a tenancy under this subsection, a Landlord must show that written notice was provided to the Tenant and all necessary repair or improvement work was scheduled in compliance with this subsection and all applicable City regulations. Landlords may not use lock-boxes on occupied Rental Units.

- (8) **Illegal Purpose.** The Tenant is convicted of using or expressly permitting the Rental Unit to be used for any illegal purpose. Residing in a Rental Unit that lacks a certificate of occupancy, has not been approved by the City for residential use, or that has been cited for housing, building, or Zoning Code violations does not constitute use of the premises for an illegal purpose.
- (b) **No Fault Just Cause.** No Fault Just Cause is any of the following actions taken by the Landlord in good faith, meaning the Landlord acts without ulterior motives and with honest intent.
- (1) **Owner Move-In.** The Landlord seeks to recover possession in good faith for use and occupancy as a Primary Residence by the Landlord or the Landlord's spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent.
- (A) Landlord, as used in this subsection, shall only include a Landlord that is a natural person who has at least fifty-one (51) percent recorded ownership interest in the property.
- (B) The notice terminating tenancy shall contain the name, address or primary residence, and relationship to the Landlord of the person intended to occupy the Rental Unit, a list of all real property owned by each intended future occupant, and the address of the real property, if any, on which each intended future occupant claims a homeowner's property tax exemption.
- (C) The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within ninety (90) days after the Tenant vacates and occupy the Rental Unit as a primary residence for at least thirty-six (36) consecutive months.
- (D) If the Landlord or enumerated relative specified in the notice terminating tenancy fails to occupy the unit for at least a thirty-six (36) consecutive month period, or fails to occupy the Rental Unit within ninety (90) days after the Tenant vacates, the Landlord shall:
- (i) Offer the Rental Unit to the Tenant who vacated it at the same Rent and the same terms in effect at the time the Tenant vacated; and
- (ii) Pay to said Tenant all reasonable expenses incurred in moving to and from the Rental Unit, including the lease termination fees. This subsection does not limit any other remedies a Tenant may have under this Article or other applicable law.

(E) No eviction may take place for an “owner move in” if the same Landlord or enumerated relative already occupies a Rental Unit on the Property, or if a vacancy already exists on the Property. Once a Landlord or enumerated relative has successfully recovered possession of a Rental Unit for an “owner move in” pursuant to this section, no other current Landlords or enumerated relatives may recover possession of any other Rental Unit in the building under this section. Only one (1) specific unit per building may undergo an eviction under this section. Any future evictions taking place in the same building under this section must be of that same unit. At all times a Landlord may request a reasonable accommodation if the Landlord or enumerated relative is disabled or another unit is necessary to accommodate the person’s disability.

(F) The Landlord may not recover possession for an “owner move-in” pursuant to this section if a comparable unit, owned by the Landlord and located within the city of Salinas, was, at the time of the Landlord’s decision to seek to recover possession of the Rental Unit, already vacant and available, or if a comparable unit, owned by the Landlord in the city of Salinas, thereafter becomes vacant at any time until the earlier of the Tenant’s surrender of possession of the premises or the entry of a judgment of a court of competent jurisdiction awarding possession of the premises to the Landlord. In an action by or against the Tenant, evidence that a comparable unit was vacant and available within ninety (90) days prior to the date of a notice terminating the Tenant’s tenancy shall create a presumption that such unit was vacant and available at the time of the Landlord’s decision to seek to recover possession of the premises. “Presumption” means that the court must find the existence of the presumed fact unless and until the contrary is proven by a preponderance of the evidence.

(2) Temporarily Vacate in Order to Undertake Substantial Repairs; Demolition.

(A) The Landlord, after having obtained all necessary permits from the City and other governmental agencies, seeks in good faith to demolish or to undertake substantial repairs which are necessary to bring the Property into compliance with applicable codes and laws affecting the health and safety of Tenants of the building or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building, and where such repairs cannot be completed while the Tenant resides on the Property. For purposes of this section, “substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws. Cosmetic improvements alone, including painting, decorating, and

minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as a substantial remodel.

- (i) The Landlord shall give written notice to the Tenant at least thirty (30) days prior to the proposed date of commencement of such substantial repair which notice shall include a description of the repairs to be completed and the approximate expected duration of the repairs, together with a copy of the permit(s) required or, if the substantial remodel does not require any permit, a copy of the signed contract with the contractor hired by the Landlord to complete the substantial repairs that reasonably details the work that will be undertaken.
- (B) Where such repairs can be completed in a period of sixty (60) or fewer days, and the Tenant agrees in writing to vacate the premises during the period required to complete the repairs, the Landlord may not recover possession pursuant to this section unless the Tenant shall fail or refuse to vacate the premises in accordance with such agreement.
- (C) Where the Landlord owns any other residential Rental Units in the city of Salinas, and such Rental Unit is vacant and available at the time of service of the written notice terminating the tenancy, or at any other time thereafter until the earlier of the Tenant's vacating the premises or the entry of a judgment by a court of competent jurisdiction awarding possession of the premises to the Landlord, the Landlord shall, as a condition of obtaining possession pursuant to this subsection notify the Tenant in writing of the existence and address of such vacant Rental Unit and offer the Tenant the right, at the Tenant's option:
- (i) To enter into a Rental Housing Agreement (to be designated as a "temporary housing agreement") on any available Rental Unit which the Tenant may choose, at a Rent not to exceed the lesser of the lawful Rent which may be charged for such available Rental Unit or the lawful Rent in effect, at the time of the notice of termination of tenancy, on the unit being vacated, said Rental Housing Agreement to be for a term of the lesser of ninety (90) days or until completion of repairs on the Rental Unit being vacated by the Tenant;
  - (ii) To enter into a new Rental Housing Agreement for such available Rental Unit at a Rent not to exceed the lawful Rent which may be charged for such available Rental Unit.

(D) Where the Landlord recovers possession under this subsection the Tenant must be given the right of first refusal to re-occupy the Rental Unit upon completion of the reconstruction or the required work.

Sec. 17-02.54. Requirements Upon Termination of Tenancy.

(a) Requirements Upon Termination of Tenancy for At Fault Just Cause. If a Landlord issues a termination notice for at fault just cause, the Landlord shall do the following:

(1) Notice to Tenant. Before a Landlord issues a notice to terminate a tenancy for at fault just cause that is a curable lease violation, the Landlord shall first give written notice of the violation within a reasonable time period prior to serving a notice to terminate tenancy, with a minimum of ten (10) days' opportunity to cure the violation, and shall inform the Tenant that a failure to cure may result in the initiation of eviction proceedings, including a description of the violation and an opportunity to cure the violation. The notice shall also include any information necessary to determine the date, time, place, witnesses present, and other circumstances concerning the reason for the notice. The ten (10) day written warning notice requirement shall not apply if the Landlord is seeking to recover possession based on the Tenant causing or creating an imminent risk of physical harm to persons or property.

(2) Additional Notice to Tenant. The Landlord shall give written notice to the Tenant at least thirty (30) or sixty (60) days prior to the proposed date of termination as required by California Civil Code section 1946.1, as may be amended, in no less than 12-point font. The written notice shall contain the following:

(A) The Landlord shall provide a description of the basis for the termination. In any notice purporting to terminate a tenancy the Landlord shall state the cause for the termination, and in any action brought to recover possession of a Rental Unit, the Landlord shall allege and prove compliance with this section and that the Landlord seeks to recover possession of the Rental Unit with good faith, honest intent, and with no ulterior motive for the reason stated in the termination notice.

(b) Requirements Upon Termination of Tenancy for No Fault Just Cause. If a Landlord issues a termination notice for no fault just cause, the Landlord shall do the following:

(1) Notice to Tenant. The Landlord shall give written notice to the Tenant at least thirty (30) or sixty (60) days prior to the proposed date of termination as required by California Civil Code section 1946.1, as may be amended, in no less than 12-point font. The written notice shall contain the following:

(A) The Landlord shall provide a description of the basis for the termination. In any notice purporting to terminate a tenancy the Landlord shall state the cause for the termination, and in any action brought to recover possession

of a Rental Unit, the Landlord shall allege and prove compliance with this section and that the Landlord seeks to recover possession of the Rental Unit with good faith, honest intent, and with no ulterior motive for the reason stated in the termination notice.

(B) The notice shall state the Tenant's right to relocation assistance by a direct payment to the Tenant.

(C) The notice shall state the Tenant's right to receive an offer to renew the tenancy and thirty (30) days to accept the offer in the event the residential Rental Unit is offered again for rent or lease for residential purposes within five (5) years of the date the Tenant was evicted under Section 17-02.53(b) and that to exercise such right, the Tenant:

- (i) Shall notify the Landlord in within thirty (30) days of the termination notice of the Tenant's desire to receive an offer to renew the tenancy;
- (ii) Provide the Landlord a mailing address or email address for the Landlord to send the offer; and
- (iii) Provide the Landlord a change of mailing address or email address.

Rent shall be the Rent lawfully paid by the Tenant at the time the Landlord gave notice to vacate plus any lawful adjustment under the Rent Stabilization Ordinance. The terms of the Rental Housing Agreement shall be the same terms in effect as of the date of the notice to vacate. All notices of termination of tenancy served under this section shall state the lawful Rent in effect at the time of termination of tenancy.

(2) Filing Termination Notices with the City. The Landlord shall file with the City Attorney a copy of any notice of terminating tenancy upon a Tenant and any accompanying materials, including all warning notices, within three (3) days of service of the notice on the Tenant. Each notice shall be indexed by property address and by the name of the Landlord.

(c) Relocation Assistance for Termination for No Fault Just Cause.

(1) A Landlord seeking to recover possession under section 17-02.53(b) shall, regardless of the Tenant's income or length of tenancy provide relocation assistance to the Tenant in an amount equal to three months of actual Rent under the Tenant's Rental Housing Agreement in effect at the date of the notice.

- (2) The relocation assistance required by this section shall not relieve the Landlord's obligation to, and shall be in addition to, the return of any deposit or security amounts owed to the Tenant.
- (d) Additional Requirement Upon Termination of a Tenancy for No Fault Just Cause. If a residential rental property is offered for rent or lease for residential purposes within five (5) years of the date the Tenant was evicted under section 17-02.53(b), a Landlord shall first offer to lease the residential real property in writing to the Tenant displaced from the Rental Unit by the no fault just cause termination if the Tenant:
- (1) Advised the Landlord in writing within thirty (30) days of the termination notice of the Tenant's desire to receive an offer to renew the tenancy; and
  - (2) Provide the Landlord a mailing address or email address for the Landlord to send the offer, including any change of mailing address or email address.

The Landlord shall have the right to screen the Tenant using industry accepted methods and shall communicate the minimum screening criteria in the written offer for the new tenancy. The Tenant shall have thirty (30) days from the date of receipt of the offer to accept.

- (e) In addition to other remedies applicable to Landlord's failure to comply with this Article, a Landlord's failure to strictly comply with this section shall render void any notice of termination required by this section.

Sec. 17-02.55. Notice to Tenant of Residential Tenant Protections.

- (a) A Landlord of residential rental property subject to this Article shall provide written notice in no less than 12-point font to the Tenant, and in a manner that complies with California Civil Code section 1632, as may be amended, that states as follows:

Salinas law limits the amount your Rent can be increased. See Salinas Municipal Code section [ ] for more information. Salinas law also provides that a Landlord shall provide a statement of cause in any notice to terminate a tenancy. In addition, Tenants evicted on a no fault basis have the right to return at the same rent, and the right to relocation payments. See Salinas Municipal Code section 17-02.54(b) for more information.

- (b) For a tenancy in a residential rental property subject to this Article existing on or before the effective date of this ordinance, the notice required by subsection (a) of this section shall be provided to the Tenant directly or as an addendum to the Rental Housing Agreement within thirty (30) days of the effective date of this ordinance.
- (c) For a tenancy in a residential rental property subject to this Article commencing or renewed after the effective date of this ordinance, the notice required by subsection (a) of this section

shall be included in the Rental Housing Agreement, or as a written notice provided to the Tenant at the time the Rental Housing Agreement is entered into.

- (d) Landlords must provide to each Tenant a current notice of Tenant and Tenant household rights under this Article in accordance with the requirements of this section:
- (1) Within thirty (30) calendar days of this Article taking effect;
  - (2) When entering into a Rental Housing Agreement;
  - (3) When renewing a Rental Housing Agreement;
  - (4) When providing notice of a Rent increase;
  - (5) When a Landlord lists the Property for sale; and
  - (6) Within thirty (30) days of acquiring title to the Rental Unit or Property.
- (e) Notices provided under this section shall be in English and in Spanish. If the Rental Housing Agreement governing a Rental Unit to which this Article applies is in a language other than English or Spanish, the Landlord must provide an accurate translation of the notice of Tenant's rights in the language of the Rental Housing Agreement.
- (f) Failure to comply with the notice requirements in this section shall render any rental increase notice invalid and unenforceable until such non-compliance is cured. Failure to comply with the notice requirements of this section may only be cured by providing notice of Tenants' rights in accordance with this section.

#### Sec. 17-02.56. Buyout Agreements.

It is the purpose and the intent of this section to regulate Buyout Agreements, to increase the fairness of Buyout Negotiations and Buyout Agreements, to ensure that Tenants who enter into Buyout Agreements are aware of their rights, and to prevent Landlords from contracting around the legal rights and remedies available to Tenants under existing law.

- (a) Disclosure Prior to Buyout Negotiations. Prior to initiating Buyout Negotiations, the Landlord shall provide each Tenant in a Residential Unit a written disclosure that shall include the following:
- (1) A statement that the Tenant has a right to refuse to enter into a Buyout Agreement or to engage in Buyout Negotiations;
  - (2) A statement that the Tenant may choose to consult with an attorney before entering into a Buyout Agreement or engaging in Buyout Negotiations;

- (3) A statement that the Landlord may not retaliate against the Tenant for refusing to enter into or negotiate a Buyout Agreement;
  - (4) A statement that offering payments to a Tenant to vacate more than once in a six (6) month period after the Tenant has notified the Landlord in writing that the Tenant refuses to enter into a Buyout Agreement or engage in Buyout Negotiations constitutes harassment under the City's Anti-Harassment Ordinance;
  - (5) A statement that the Tenant is eligible for relocation assistance and the amount of the required relocation assistance in section 17-02.54 of this Article;
  - (6) The names of all people authorized to discuss the buyout offer and enter into a Buyout Agreement on the Landlord's behalf;
  - (7) A statement that the Tenant may find information regarding Tenants' rights and contact information for Tenants' assistance organizations at the City's website, as well as information regarding the City's other relevant online resources;
  - (8) A space for each Tenant to sign and write the date the Landlord provided the Tenant with the disclosure; and
  - (9) A space for the Landlord to sign and write the date on which the Landlord provided the Tenant with the disclosure.
- (b) The Landlord shall provide each Tenant a fully executed copy of the disclosure form within three (3) days of its execution and retain a copy of each signed disclosure form for five (5) years, along with a record of the date the Landlord provided the disclosure to each Tenant.
- (c) Requirements for Buyout Agreements. The Landlord shall comply with the following. A Buyout Agreement that does not strictly comply with all the requirements of this section shall be void.
- (1) The Buyout Agreement shall be in writing.
  - (2) A copy of the executed Buyout Agreement shall be given to each Tenant at the time the Tenant signs the Buyout Agreement.
  - (3) The Buyout Agreement shall include the following statements in bold letters at least 14-point font in close proximity to the space reserved for the signature of the Tenant:
    - (A) You, the Tenant, have a right not to enter into this Buyout Agreement.

(B) If you, the Tenant, are entitled to relocation assistance under federal, state, or local law, a Buyout Agreement for less than the amount of the relocation assistance to which you are entitled violated this Article and is void.

(C) You, the Tenant, may choose to consult with an attorney before signing this Buyout Agreement.

(4) If the Tenant primarily negotiates the Buyout Agreement, orally or in writing, in a non-English language, the Landlord shall provide the Tenant with an English and a translated version of the Buyout Agreement at the same time.

(d) Void Buyout Agreements. Buyout Agreements must be for an amount that is greater than the amount of relocation assistance available to the Tenant under this Article. A Buyout Agreement for less than the amount of relocation assistance owed to the Tenant violates this Article and is void.

(e) No Waiver. The provisions of this section may not be waived in a Buyout Agreement. Any term of a Buyout Agreement, lease, contract, or other Rental Housing Agreement which purports to waive or to limit a Tenant's rights under this section is contrary to public policy, unenforceable, and void.

Sec. 17-02.57. Ellis Act Provisions. Withdrawal of a Residential Rental Structure from the Rental Market.

California Government Code Sections 7060, et seq. (the "Ellis Act") permits the City, among other things, to require Landlords to provide all Tenants with 120 days' notice, or one year if the Tenants lived in the accommodations for at least one year and are more than 62 years of age or disabled, when Rental Units subject to the Rent Stabilization Ordinance are to be withdrawn from the rental market. The Ellis Act also permits the City to impose other restrictions, conditions and requirements upon the Property. It is the purpose of this section to implement provisions of the Ellis Act and shall be interpreted so as to provide the City with the broadest range of authority permitted under these provisions and to intrude the least into the City's authority in all other applications of its power. The City Attorney may develop forms and regulations to assist in the implementation of these provisions.

Pursuant to California Government Code section 7060, the Ellis Act and this Section shall not apply to a Residential Hotel as defined in accordance with California Health and Safety Code section 50519.

(a) This Section 17-02.57 shall only apply to and shall only be exercised for the concurrent withdrawal of all Rental Units in all buildings or structures on a parcel of land from the rental market except where there is more than one building on a parcel and all buildings contain four or more rental units, in which case the Landlord may withdraw all of the units in one or more of the buildings.

(b) Not less than 120 days from the date the Landlord intends to withdraw the Rental Units in a building or structure from the rental market, and after completion of all required proceedings, if

any, the Landlord shall:

- (1) By first class mail, postage prepaid, or by personal delivery, provide written notice under penalty of perjury to the city of such intent, which notice shall contain the following information: Address and legal description of the subject Property, number of Rental Units being removed, the names of all Tenants residing in the units being removed, and the current Rent applicable to each such unit. If a unit is not occupied at the time notice is given, for purposes of the City's recordkeeping needs, the notice shall state the last Rent paid for such unit. Said notice shall be accompanied by a fee in an amount to be determined by resolution of the City Council, to reimburse the City for the direct and actual costs of tenant counseling and relocation assistance associated with an eviction under this Section 17-02.57.
- (2) Record with the Monterey County Registrar-Recorder a written notice prepared by and containing such information as is prescribed by the city summarizing the Landlord's notice of intent and certifying that evictions have commenced or will commence in accordance with applicable law.
- (3) Provide written notice of termination of tenancy to all affected Tenants, which notice shall contain the following information:
  - (i) That the Landlord is evicting the Tenant pursuant to this Section 17-02.57 and will provide the City with the written notice required in subparagraph (b)(1) above;
  - (ii) A summary of the specific information to be provided to the City in that notice regarding the Tenant's unit;
  - (iii) That within thirty (30) days of receipt of notice to terminate, the Tenant may notify the Landlord in writing that the Tenant would be interested in re-renting the unit if any of the units are re-offered for rent at a future time and advising the Tenant to notify the Landlord of future address changes. A Tenant shall also provide the City with a copy of the written notice. Failure to submit a copy of the written notice to the City does not affect the Tenant's right of first refusal if the Landlord was properly notified;
  - (iv) A description of the Tenant's rights as set forth in subparagraphs (c) and (d) below. The notice shall be accompanied by a relocation fee in accordance with subsection (b)(1) above; and
  - (v) A description of the Tenant's rights under subparagraph (b)(4).
- (4) If the Tenant is at least sixty-two years old or disabled, and has lived in the Rental Unit at least one year before the Landlord gave the City notice of intent to withdraw the unit from the rental market, the Tenant may extend the time before he or she must vacate.

The extension shall be to one year from the date when the Landlord gave the City proper notice of intent to withdraw. In order to obtain the extension, the Tenant must give the Landlord written notice that he or she is at least sixty-two years old or disabled, and must do so no more than sixty (60) days after the Landlord gave the City notice of intent to withdraw. Then, the following provisions shall apply:

- (i) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the city of the notice of intent to withdraw, subject to any adjustments otherwise available under this Article;
  - (ii) No party shall be relieved of the duty to perform any obligation under the lease or Rental Housing Agreement;
  - (iii) The Landlord may elect to extend the date of withdrawal on any other accommodation within the same building up to one year after the date of delivery to the City of the notice of intent to withdraw, subject to paragraphs (i) and (ii);
  - (iv) Within thirty (30) days of the notification by the Tenant to the Landlord of his or her entitlement to an extension, the Landlord shall give written notice to the City of the claim that the Tenant is entitled to stay in their Rental Unit for one year after the date of delivery to the City of the notice of intent to withdraw;
  - (v) Within ninety (90) days of the date of delivery to the City of the notice of intent to withdraw, the Landlord shall give written notice to the City and the affected Tenant(s) of the Landlord's election to extend the date of withdrawal and the new date of withdrawal under paragraph (iii).
- (c) In the event that any of the withdrawn Rental Unit are re-offered for rent by the Landlord within two years from the effective date of withdrawal, the Landlord shall:
- (1) Provide written notice of such action to the City not less than thirty (30) days prior to re-renting the Rental Units;
  - (2) Offer the Rental Units at the same terms and conditions as of the date of withdrawal plus any general across-the-board adjustment that would have applied had the Rental Units not been withdrawn;
  - (3) Provide those Tenants who provided a notice of interest in re-renting pursuant to subparagraph (b)(3)(iii) above the right to first refusal to re-rent the Rental Unit by certified or registered mail, postage prepaid, to the last address provided by the Tenant, in which case the Tenant shall have no less than thirty (30) days within which to accept the offer, by personal service or certified or registered mail;
  - (4) Be liable in a civil action if commenced within three years of displacement to any Tenant evicted due to withdrawal of a Rental Unit pursuant to this Section 17-02.57 for actual damages which were the proximate result of the displacement, in accordance with

the principles enunciated in Sections 7262 and 7264 of the California Government Code, and exemplary damages; and

- (5) Be liable in a civil action, if commenced within three years of displacement, to the City for exemplary damages for each of the withdrawn units.
- (d) In the event any of the withdrawn Rental Units are re-offered for rent by the Landlord within five (5) years after any notice of intent to withdraw the accommodation is filed with the City or within five (5) years after the Rental Units are withdrawn, whichever is later, the Landlord shall:
  - (1) Provide not less than thirty (30) days' prior written notice of such action to the City prior to re-renting the Rental Units;
  - (2) Offer the Rental Units at the same terms and conditions as of the date the notice of intent to withdraw is filed with the City, plus any general adjustments that would have applied under this Article had the Rental Units not been withdrawn;
- (e) If any of the withdrawn Rental Units are re-offered for rent less than ten (10) years from the effective date of removal, the Landlord shall provide those tenants who provided notice of interest in re-renting pursuant to subparagraph (b)(3)(iii) the right of first refusal to re-rent the Rental Unit, by certified or registered mail, postage prepaid, to the last address provided by the Tenant, in which case the Tenant shall have no less than thirty (30) days within which to accept the offer by personal service or certified or registered mail. Failure of the Landlord to provide the Tenant with this right of first refusal shall render the Landlord liable in a civil action to the tenant in punitive damages in an amount not to exceed six (6) months' rent.
  - (1) The Landlord shall provide not less than thirty (30) days' prior written notice of such action to the City prior to re-renting the Rental Units.
- (f) This Section 17-02.57 shall in no respect relieve a Landlord from complying with the requirements of any applicable state law or of any Rental Housing Agreement.
- (g) The remedies provided for in this Section 17-02.57 shall not be exclusive and shall not preclude a Tenant from pursuing any alternative remedy available under the law. Failure by any Landlord to comply with the requirements of this Section 17-02.57 shall constitute a defense in any unlawful detainer action brought to evict a tenant under this Section 17-02.57.
- (h) For the purpose of this Section 17-02.57, the term "landlord" shall be interpreted to include any and all successors-in-interest of any landlord.
- (i) The notice to the City provided for in this section shall be accompanied by a processing fee in an amount determined by resolution of the City Council.

#### Sec. 17-02.58. Remedies.

- (a) Affirmative Defense. A Landlord's failure to comply with the requirements of this article shall be an affirmative defense to an unlawful detainer action by a Landlord. A Tenant who prevails in a case for wrongful eviction due to the Landlord's non-compliance with this article shall recover costs and reasonable attorney's fees.

- (b) Whenever a Landlord or anyone assisting a Landlord wrongfully endeavors to recover possession or recovers possession of a Rental Unit in violation of this Article, The Tenant or the City may institute a civil proceeding for injunctive relief, money damages or not less than three times actual damages (including damages for mental or emotional distress), and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the Landlord acted in knowing violation of or in reckless disregard of this article. The prevailing party shall recover reasonable attorney's fees and costs pursuant to order of the court.
- (c) The remedies available in this section shall be in addition to any other existing remedies which may be available to the Tenant.
- (d) City Authorization to Enforce this Article. The City shall have the right and authority, but not the duty, to enforce the requirements of this article by bringing actions for injunctive relief on behalf of the city or tenants or tenant households to which this article applies, and by seeking compliance by landlords with the requirements of this article through administrative remedies or by citation. The city in its sole discretion may choose to enforce the provisions of this article through administrative fines or other remedies provided in the Salinas Municipal Code. The city's decision to pursue or not pursue enforcement of any kind shall not affect the rights of tenants or tenant households to whom this article applies to pursue civil remedies for violations of this article.
- (e) Other private rights of action. Nothing in this article shall be deemed to limit the right of a landlord to file an action against a tenant or non-tenant third party for damage to the landlord's property, or to otherwise seek recovery from tenants or third parties as permitted by a lawful rental agreement or applicable provisions of law.
- (f) It shall be unlawful for a Landlord to refuse to rent or lease or otherwise deny to or withhold from any person any Rental Unit because the age of a prospective Tenant would result in the Tenant acquiring rights under this Article.
- (g) It shall be unlawful for a Landlord or any other person who willfully assists the Landlord to endeavor to recover possession or to evict a Tenant except as provided in this article.
- (h) No cause of action against the city. To the maximum extent permitted by law, nothing in this article shall be construed to create a cause of action against the City, or a basis for seeking an award of attorney's fees against the City pursuant to the private attorney general's statute in Code of Civil Procedure section 1021.5, or on any other basis arising from or related to an alleged violation of the requirements of this article, and/or based on or related to the City's prosecution or enforcement or alleged failure to prosecute or enforce any such alleged violation, and/or based on or related to the City's implementation or alleged failure to implement the requirements of this article.

Sec. 17-02.59. Administrative Regulations and Forms.

The City Manager and the City Attorney are authorized to promulgate guidelines and regulations to

implement this article, including publication of form notices and other documents. Any and all forms, notices, and other documents necessary or helpful in the administration of this article may be adopted by the City Manager and the City Attorney.

Sec. 17-02.60. Retaliation Prohibited.

- (a) No landlord may threaten to bring, or bring, an action to recover possession, cause the tenant to quit the unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any housing services or increase the rent where the landlord's intent is retaliation against the tenant for the tenant's assertion or exercise of any right under this title.
- (b) Any action of retaliation described in subsection (a) shall be a defense to an action to recover possession, or it may serve as the basis for an affirmative action by the tenant or actual and punitive damages and injunctive relief.
- (c) A tenant may assert retaliation affirmatively or as a defense to the landlord's action regardless of the period of time which has elapsed between the tenant's assertion or exercise of rights under this chapter and the alleged act of retaliation.

Sec. 17-02.61. Affirmative Defense.

Failure to comply with any requirement of this article may be asserted as an affirmative defense in an action brought by a Landlord to recover possession of the Rental Unit.

Sec. 17-02.62. Non-waiverability.

Any provision, whether oral or written, in or pertaining to a rental Housing Agreement whereby any provision of this article for or of the benefit of the Tenant is waived, shall be deemed to be against public policy and shall be void.

**SECTION 2.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

**SECTION 3. Publication.** The City Clerk shall cause a summary of this ordinance to be published once in a newspaper published and circulated in Salinas within fifteen (15) days after adoption. (Salinas Charter Section 11.9)

**SECTION 4. CEQA Compliance.** The City Council's adoption of this ordinance is not a project subject to environmental review under the California Environmental Quality Act (CEQA Guidelines section 15061(b)(3).) Additionally, the City Council's adoption of this ordinance is exempt because it does not meet the definition of a "project" under CEQA, pursuant to CEQA Guidelines sections 15060(c)(1) and 15378(a), because it has no potential to result in a direct or reasonably foreseeable physical change in the environment.

**SECTION 5. Severability.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent

jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance, and each and every section, subsection, clause, and phase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 6.** Effective Date. This Ordinance will take effect thirty (30) days from and after its adoption.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Kimbley Craig, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Christopher A. Callihan, City Attorney

ATTEST:

\_\_\_\_\_  
Patricia M. Barajas, City Clerk