

ORDINANCE NO. _____ (N.C.S.)

AN ORDINANCE ADDING ARTICLES IIA AND IIB TO CHAPTER 17 OF THE SALINAS MUNICIPAL CODE RELATED TO RENT STABILIZATION AND TENANT PROTECTION

City Attorney Impartial Analysis

...

RECITALS TO BE ADDED...

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

SECTION 1. Article IIA is hereby added to the Salinas Municipal Code to read as follows:

Article IIA. Rent Stabilization

Sec. 17-02.01. Title.

This article shall be known as the "Rent Stabilization Ordinance".

Sec. 17-02.02. Application.

The provisions of this Rent Stabilization Ordinance are applicable to any building or part of a building that is used for residence and that is rented to a tenant as a dwelling place, except those units exempted by Sec. _____ ("Rental Unit"). This Rent Stabilization Ordinance shall be interpreted and administered in a manner consistent with the Costa- Hawkins Rental Housing Act codified in Cal. Civil Code §§ 1954.50, et seq. ("Costa-Hawkins"), if any conflict exists between the provisions of Costa-Hawkins and this article, Costa-Hawkins shall prevail.

Sec. 17-02.03. Definitions.

(a) For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Housing Services. 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, utilities, painting, elevator service, refuse removal, janitorial service, maintenance, repairs, replacement, recreational areas (including pools or gyms), 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 Cal. 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.

Landlord. An owner of record, lessor, sublessor or any other person, entity, or nonnatural person entitled to receive rent for the use or occupancy of any dwelling place subject to this Rent Stabilization Ordinance, or an agent representative, affiliate, member, shareholder, trustee, or successor of any of the foregoing. If an owner of a rental unit is other than a single natural person, then all entities and persons that share ownership and/or control (direct or indirect) of the units under this Rent Stabilization Ordinance shall be considered one and the same landlord.

Rent. The sum of all consideration demanded, accepted, or retained for the use or occupancy of a rental unit or for housing services provided, or both. Rent includes all periodic payments and all nonmonetary consideration, including, but not limited to, the fair market value of goods or services rendered to or for the benefit of the landlord, under an agreement concerning the use or occupancy of residential real property.

(b) Terms defined in other sections of this Rent Stabilization Ordinance shall have such meaning when used in this Rent Stabilization Ordinance, whether singular or plural.

Sec. 17-02.04. Limit on Rental Rate Increases.

(a) Increases in rent on residential real property in the city may not exceed the lesser of ____% or ____% of the most recent 12-month increase in the Consumer Price Index for All Urban Consumers in the _____ Area *(need to determine which area)* published by the Bureau of Labor Statistics. Only one rent increase in any 12 month period is permitted. A reduction in housing services is an increase in rent.

OR

(a) Increases in rent on residential real property in the city may not exceed ____ percent (____%). Only one rent increase in any 12 month period is permitted. A reduction in housing services is an increase in rent.

(b) Subsection (a) of this section shall apply to all rent increases occurring on or after _____ *(effective date of the ordinance)*. A landlord has no duty to refund otherwise lawful rent received prior to the effective date of this Rent Stabilization chapter in excess of the amount authorized by this section.

(c) The 12 month period referenced in subsection (a) of this section shall begin on the date of the last rent increase regardless of whether the last increase occurred prior to the effective date of the Rent Stabilization Ordinance.

Sec. 17-02.05. Reasonable Rate of Return.

This Rent Stabilization Ordinance allows for an annual adjustment of residential real property rent of up to the lesser of ____% or ____% of the Consumer Price Index for All Urban Consumers in the _____ Area published by the Bureau of Labor Statistics pursuant to Sec. 17-02.04. *(Or up to a set percentage.)* Such an increase is found and determined to provide a just and reasonable return on a landlord's property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on comparable investments, but not so high as to defeat the purpose

of curtailing excessive rents and rental increases. Notwithstanding the foregoing, any landlord who contends that the limit on rental increases set forth in Sec. 17-02.04 will prevent the landlord from receiving a fair and reasonable return on the property may petition for relief from the limit set forth in Sec. 17-02.04 pursuant to the procedures set forth in Sec. 17-02.07.

Sec. 17-02.06. Tenant Petition for Rent Reduction.

(a) A tenant may petition for a reduction of rent ("rent reduction petition") if the tenant believes that the landlord has demanded, accepted, or retained from the tenant any rent in excess of the rent permitted by this Rent Stabilization Ordinance. The landlord shall be informed of the tenant's complaint and shall have the opportunity to respond to the tenant's claim of rent overcharge.

(1) Such rent reduction petition shall be on an application form prescribed by the City Attorney or designee and shall be decided by a Hearing Officer designated by the City Attorney.

(2) The tenant shall provide a copy of any rent reduction petition submitted to the city to the applicable landlord and shall provide the city with proof of completing such service to the applicable landlord. The landlord shall have 30 days from the date of receiving the rent reduction petition to reply or provide additional materials to the city in response to the rent reduction petition.

(3) The tenant shall bear the burden of establishing that a rent reduction is necessary to comply with the city's Rent Stabilization Ordinance by providing information including the type of dwelling, dates of tenancy, dates of rent increases, amount of rent increases, dates of charges, and amounts of charges.

(B) The factors the Hearing Officer may consider in deciding a rent reduction petition shall be matters related to the landlord's failure to comply with the city's Rent Stabilization Ordinance and regulations. For example, the amount of rent that the landlord has actually demanded, accepted, or retained from the tenant exceeds the amount of rent that the landlord could lawfully charge. The Hearing Officer may also consider a landlord's decrease of housing services.

(C) A rent reduction petition shall be decided by the Hearing Officer within 60 calendar days of the date that the application has been deemed complete, including submission of proof of service of the rent reduction petition on the applicable landlord(s), unless an extension of this time has been agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the applicable tenant(s), the designated representative of the tenant(s), the subject landlord, and the landlord's designated representative(s) for the rent reduction petition, if any. The decision of the Hearing Officer shall be the final decision.

Sec. 17-02.07. Landlord Petition for Rent Increase.

(A) A landlord may petition for a rent increase in excess of that provided in Sec. 17-03.04 in order to obtain a fair and reasonable return on the landlord's property ("fair return petition").

(1) Such fair return petition shall be on an application form prescribed by the City Attorney or designee and shall be decided by a Hearing Officer designated by the City Attorney.

(2) The landlord shall provide a copy of any fair return petition submitted to the city to the applicable tenant(s) and shall provide the city with proof of completing such service to the applicable tenant(s). The tenant(s) shall have 30 days from the date of receiving the fair return petition to reply or provide additional materials to the city in response to the fair return petition.

(3) The landlord shall bear the burden of establishing that a rate increase in excess of that provided in Sec. 17-02.04 is necessary to provide the landlord with a fair and reasonable return on the property, including by providing an independent financial report and verified financial data demonstrating that without such an increase, the landlord will not realize a fair and reasonable return on the property.

(4) The landlord shall be responsible for all costs associated with the city's review of the fair return petition. Upon receipt of a fair return petition, the Hearing Officer shall determine the anticipated costs of review and if the employment of expert(s) will be necessary or appropriate for a proper analysis of the landlord's request. If the Hearing Officer so determines, the Hearing Officer shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be communicated to the landlord, and the fair return petition shall not be processed until the landlord has paid to the city the estimated cost of the complete analysis. The city will provide the landlord with an invoice of all costs incurred after the review of the fair return petition. Any unused portion of the advance payment for analysis shall be refunded to the landlord. If additional funds are required, payment will be required before the landlord receives the determination on the fair return petition from the city.

(B) The factors the Hearing Officer may consider in deciding a fair return petition include, but are not limited to, the following:

(1) Changes in the Consumer Price Index for All Urban Consumers in the _____ Area published by the Bureau of Labor Statistics arising after commencement of the tenancy.

(2) The length of time since the last determination by a Hearing Officer on a rent increase application, or the last rent increase if no previous rent increase application has been made, after commencement of the tenancy.

(3) The completion of any capital improvements to the residential real property specified in the fair return petition, and the cost thereof, including materials, labor, construction interest, permit fees, and other items the Hearing Officer deems appropriate, arising after commencement of the tenancy and averaged on a per-unit basis and amortized over a period of not less than 60 months.

(4) Documented rehabilitation work averaged on a per-unit basis and amortized over a period of not less than 36 months.

(5) Changes in property taxes or other taxes related to the subject residential real property arising after commencement of the tenancy.

(6) Changes in the utility charges for the subject residential real property by the landlord, and the extent, if any, of reimbursement from the tenants arising after commencement of the tenancy.

(7) Changes in reasonable operating and maintenance expenses arising after commencement of the tenancy.

(8) The need for repairs caused by circumstances other than ordinary wear and tear arising after commencement of the tenancy.

(9) The amount and quality of services provided by the landlord to the affected tenant(s) arising after commencement of the tenancy.

(C) A fair return petition shall be decided by the Hearing Officer within 90 calendar days of the date that the application has been deemed complete, including submission of proof of service of the fair return petition on the applicable tenant(s), unless the landlord has failed to pay all applicable costs associated with the city's review of the fair return petition or an extension of this time has been agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the subject landlord, the landlord's designated representative(s) for the fair return petition, the applicable tenant(s), and the designated representative of the tenant(s), if any. The decision of the Hearing Officer shall be the final decision.

Sec. 17-02.08. Petition for Pass Through for Specified Capital Improvements.

Need to consider adding a provision on capital improvements.

“Demolitions” also needs to be considered under Tenant Protection Ordinance.

Sec. 17-02.08. Exemptions.

(a) Pursuant to Costa-Hawkins, the provisions of this Rent Stabilization chapter regulating the amount of rent that a landlord may charge shall not apply to the following:

(1) Any residential real property that has a certificate of occupancy issued after February 1, 1995 (Cal. Civil Code § 1954.52(a)(1));

(2) Any residential real property that is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Cal. Bus. and Prof. Code § 11004.5.

(3) Any other residential real property for which rent may not be regulated by the city pursuant to Costa-Hawkins.

(b) The provisions of this Rent Stabilization Ordinance regulating the amount of rent that a landlord may charge shall not apply to the following:

(1) A unit owned, operated, or managed by a governmental unit, agency, or authority, or that is specifically exempted from municipal rent regulation by state or federal law or regulation.

(2) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(3) Mobile homes located in mobile home parks.

(4) 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 30 consecutive calendar days or less, counting portions of calendar days as full days; and other transient occupancies as defined in Cal. Civil Code § 1940, subdivision (b).

(5) A unit in an institutional facility, including a hospital, medical care facility, residential care facility, asylum, group home for seniors or the disabled, or transitional housing program that assists homeless persons as defined in Cal. Civil Code § 1954.12.

(6) A unit that the landlord or the landlord's immediate family occupied as their principal place of residence at the beginning of the tenancy so long as the landlord or the landlord's immediate family continues in occupancy.

(7) A unit within a dwelling unit, if the dwelling unit is the principal residence of a landlord, and landlord shares the bathroom or kitchen facilities with the tenant.

Sec. 17-02.09. Rent Increase Ineffective; No Waiver.

(a) No rent increase shall be effective if the landlord:

(1) Fails to substantially comply with all provisions of this Rent Stabilization Ordinance, as that ordinance may be amended from time to time, and with any other applicable policies, regulations or resolutions concerning rent, including without limitation the service of the tenant with a legally required notice of a rent increase under state law, the registration of all rental units within the city, and the payment of all rent program fees set forth in the city's Fee Schedule; or

(2) Fails to maintain the residential real property in compliance with Cal. Civil Code §§ 1941.1 et seq. and Cal. Health and Safety Code §§ 17920.3 and 17920.10; or

(3) Fails to make repairs ordered by the city or court of competent jurisdiction.

(b) Any waiver or purported waiver by a tenant of rights granted under this article prior to the time when such rights may be exercised shall be void as contrary to public policy.

(c) If a tenant reasonably believes a landlord has increased the tenant's rent in violation of this section, the tenant may submit to the city a petition to determine compliance for consideration by a Hearing Officer designated by the City Attorney. The landlord shall have an opportunity to respond to the petition to determine compliance and to participate in the administrative proceeding. The City Attorney shall promulgate administrative regulations to effectuate this section, in addition to those authorized by the Salinas Municipal Code. The decision of the Hearing Officer shall be final and not appealable.

Sec 17-02.10. Notice Requirements.

(a) On or before the date of commencement of a tenancy, the landlord of any residential real property subject to this Rent Stabilization Ordinance shall deliver to the tenant written notice of the following in a form prescribed by the city:

(1) The tenancy is regulated by this Rent Stabilization Ordinance; and

(2) The tenant has a right to submit a complaint to the city pursuant to Sec. 17-02.13 or a rent reduction petition pursuant to Sec. 17-02.06 for rent charged in violation of this Rent Stabilization Ordinance; and

(3) The landlord has a right to respond to any rent reduction petition filed by the tenant with the city pursuant to Sec. 17-02.06.

(4) The tenant has a right to respond to any fair return petition filed by the landlord with the city pursuant to Sec. 17-02.07.

(b) At the same time and with any notice to increase rent, the landlord must deliver written notice of the following:

(1) The tenancy is regulated by this Rent Stabilization Ordinance.; and

(2) The tenant has a right to submit a complaint to the city pursuant to the procedures established pursuant to Sec. 17-02.13 or a rent reduction petition pursuant to Sec. 17-02.06 for rent charged in violation of this Rent Stabilization Ordinance; and

(3) The tenant has a right to respond to any fair return petition filed by the landlord with the city pursuant Sec. 17-02.07; and

(4) No rent increase is effective unless and until the requirements of this Rent Stabilization Ordinance have been met.

(c) When a landlord and tenant have entered into a written lease, the landlord must give notices to the tenant in the language primarily used in the lease. When a landlord and tenant have not entered into a written lease, the landlord must give notices to the tenant in the language that a landlord and tenant used primarily when negotiating the terms of the tenancy.

Sec. 17-02.11. Violations; Remedies.

(a) It shall be unlawful for any person to violate or fail to comply with any provision of this Rent Stabilization Ordinance, including charging increased rent in violation of this Rent Stabilization Ordinance or a determination by a Hearing Officer.

(b) Any person who violates or aids or incites another person to violate the provisions of this Rent Stabilization Ordinance is liable for each and every such offense for actual damages suffered by an aggrieved party (including damages for mental or emotional distress); or for statutory damages in the sum of three times the amount by which the payment demanded, accepted, or retained exceeds the maximum amount that could be lawfully demanded, accepted, or retained, or for statutory damages in the sum of \$1,000, whichever is greater; and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award may be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of this Rent Stabilization Ordinance. The trier of fact may also award punitive damages to any plaintiff, including the city, in a proper case as defined by Cal. Civil Code § 3294.

(c) Any person who is convicted of violating this Rent Stabilization Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not greater than \$1,000 or by imprisonment in the county jail for not more than six months, or by both such fine and imprisonment.

(d) Any person, including the city, may enforce the provisions of this Rent Stabilization Ordinance by means of a civil action. The burden of proof in such cases shall be by preponderance of the evidence. The prevailing party in any civil action brought pursuant to this section shall be entitled to recover reasonable attorneys' fees and costs. A violation of this Rent Stabilization chapter may be asserted as an affirmative defense in an unlawful detainer action.

(e) Any person who commits an act, proposes to commit an act, or engages in any pattern and practice that violates this Rent Stabilization Ordinance may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interest of the protected class.

(f) This Rent Stabilization Ordinance may be enforced as provided in the Salinas Municipal Code in addition to the remedies provided herein, which shall be in addition to any other existing remedies which may be available.

Sec. 17-02.12. Rent Program Fee.

For the sole purpose of reimbursing the city for the costs of administering this Rent Stabilization Ordinance, there is hereby imposed on each rental unit, subject to the provisions of this Rent Stabilization Ordinance, a regulatory fee ("rent program fee") to cover the costs to provide and administer the programs created by this article in such amount as the City Council may establish by resolution from time to time. Landlords subject to this Rent Stabilization Ordinance shall register all units subject to this article consistent with the City's Residential Rental Registration program (Article I of Chapter 17 of the Salinas Municipal Code) with the city and pay the rent program fee at such time and in such manner as established by City Council resolution.

Sec. 17-02.13. Implementation.

The City Manager and City Attorney shall take or cause to be taken such actions necessary to implement this Rent Stabilization Ordinance and effectuate the intent of the City Council in adopting this Rent Stabilization Ordinance, including the preparation of informational materials and forms and promulgation of administrative regulations. The City Manager shall designate a city department to provide information and receive tenant complaints pertaining to violation of this ordinance.

SECTION 2. Article IIB is hereby added to 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 of this article to provide housing stability in the Salinas rental housing market and limit adverse impacts on displaced tenants forced to find replacement housing in the expensive and limited Salinas housing market. This article protects the rights of tenants by requiring just cause for termination of a tenancy consistent with California Civil Code §1942.6, limiting the grounds for termination of a tenancy, requiring greater tenant relocation assistance, and providing additional tenant protections. The rights conferred by this article are in addition to any existing rights provided to tenants by state or federal law.

Sec. 17-02.____. Definitions.

(To be added)

Sec. 17-02.____. Applicability; Exemptions.

(To be added)

Sec. 17-02.____. Just Cause Required for Termination of Tenancy.

A landlord shall not terminate a tenant without just cause. For purposes of this article, just cause includes at-fault just cause and no-fault just cause.

(a) At Fault Just Cause. At-fault just cause is any of the following:

- (1) A default in the payment of rent;
- (2) A breach of a material term of the lease, as described in California Code of Civil Procedure section 1161(3), as may be amended, including violation of a provision of the lease after being issued a written notice to correct the violation;
- (3) The maintaining, committing, or permitting the maintenance or commission of a nuisance as described in the Salinas Municipal Code or in California Code of Civil Procedure section 1161(4), as may be amended;
- (4) The committing of waste as described in California Code of Civil Procedure section 1161(4), as may be amended;
- (5) Where the tenant has a written lease that terminated on or after the effective date of this ordinance and after receiving a written request or demand from the landlord, the tenant refused to execute a written extension or renewal of the lease for a substantially similar duration and with substantially similar provisions, provided the terms of the extension or renewal do not violate this article or any other provision of law;
- (6) Criminal activity by the tenant on the residential rental property, including any common areas associated with the residential rental property;
- (7) 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 tenant's landlord or any other tenant of the residential rental property;

- (8) The tenant's assignment or sublet of the residential rental property in violation of the tenant's lease, as described in California Code of Civil Procedure section 1161(4), as may be amended;
 - (9) The tenant's refusal to allow the landlord to enter the residential rental property as authorized by California Civil Code sections 1105.1 and 1954, as may be amended, and California Health and Safety Code sections 13113.7 and 17926.1, as may be amended;
 - (10)
 - (11) Where the tenant is an employee, agent, or licensee of the landlord and the tenant fails to vacate the residential rental property after their termination as an employee, agent, or licensee as described in California Code of Civil Procedure section 1161(1), as may be amended; and
 - (12) When the tenant fails to deliver possession of the residential rental property after providing the landlord written notice as provided in California Civil Code section 1946, as may be amended, of the tenant's intention to terminate the tenancy, or the tenant makes a written offer to surrender the residential rental property that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in California Code of Civil Procedure section 1161(5), as may be amended.
- (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) The landlord seeks to recover possession to occupy the residential rental property for the landlord or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent.
 - (A) For leases entered into on or after the effective date of this ordinance, subsection (b)(1) of this section shall only apply if the tenant agrees to the termination in writing or if the lease expressly allows the landlord to terminate the lease if the landlord unilaterally decides to occupy the residential rental property for the landlord or their spouse, domestic partner, child, grandchild, parent, or grandparent.
 - (B) For tenancies in effect prior to the effective date of this ordinance, the addition of a provision allowing the landlord to terminate the lease as described in subsection (b)(1) of this section to a new lease, renewed lease, or fixed-term lease constitutes a substantially similar provision for the purposes of subsection (a)(5) of this section.
 - (2) The landlord seeks to recover possession to withdraw the residential rental property from the rental market.
 - (3) The landlord seeks to recover possession to comply with any of the following:

- (A) An order issued by a government agency or court relating to habitability that requires vacating the residential rental property for at least thirty days. An order issued by a government agency or court relating to habitability that requires vacating the residential rental property for fewer than thirty days is not grounds to terminate a tenancy for just cause and the landlord may be required by applicable state or federal law to provide tenant relocation benefits;
- (B) An order issued by a government agency or court to vacate the residential rental property; or
- (C) A local ordinance that requires vacating the residential rental property.

If any government agency or court determines that the tenant is at fault for the condition or conditions triggering the order or need to vacate under subsection (b)(3) of this section, the tenant shall not be entitled to relocation assistance under subsection (b)(3)(C).

- (4) The landlord seeks to recover possession to demolish or to substantially remodel the residential rental property, provided the landlord does all the following:
 - (A) Posts at the residential rental property the application for necessary permits within three business days of submittal of the application;
 - (B) Secures permits necessary for the demolition or substantial remodel; and
 - (C) Serves a copy of the necessary permits with a written termination notice, certified under penalty of perjury, stating the reasons for termination, the type and scope of the work to be performed, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work requires the tenant to vacate the residential rental property for at least thirty days.

For purposes of subsection (b)(4) of this section, substantially remodel means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that require a permit from a government agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential rental property for at least thirty days. Substantially remodel does not include cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential rental property vacated.

Sec. 17-02.____. 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:

California law limits the amount your rent can be increased. See California Civil Code section 1947.12 for more information. Local law also provides that a landlord shall provide a statement of cause in any notice to terminate a tenancy. In some circumstances, tenants who are seniors (62 years or older) or disabled may be entitled to additional tenant protections.

- (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 lease within ninety 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 lease, or as a written notice signed by the tenant at the time the lease is signed, with a copy provided to the tenant.
- (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 calendar days of this article taking effect;
 - (2) When entering into a lease or rental agreement;
 - (3) When renewing a lease or rental agreement;
 - (4) When providing notice of a rent increase;
 - (5) When a landlord lists the property for sale; and
 - (6) Within thirty days of acquiring title to the unit or property.
- (e) Notices provided under this section shall be in English and in Spanish. If the rental agreement governing a dwelling 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 tenants rights in the language of the rental 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 tenant rights in accordance with this section.

Sec. 17-02.____. 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 including a description of the violation and an opportunity to

cure the violation under California Code of Civil Procedure section 1161(3), as may be amended. If the violation is not cured within the time period in the notice, the landlord may terminate the tenancy without another opportunity to cure by serving a three-day notice to quit.

(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 or sixty 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.

(B) The notice shall state the tenant's right to relocation assistance by a direct payment to the tenant or rent waiver.

(i) If the landlord elects to provide relocation assistance by a direct payment to the tenant, the notice shall state the amount of relocation assistance available to the tenant and that the landlord shall provide the payment within fifteen days from the date of the notice.

(ii) If the landlord elects to provide relocation assistance by rent waiver, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the tenancy.

(C) The notice shall state the tenant's right to receive an offer to renew the tenancy and thirty days to accept the offer in the event the residential rental property is offered again for rent or lease for residential purposes within five years of the date the tenant was evicted under sections _____ and that to exercise such right, the tenant:

(i) Shall notify the landlord in writing within thirty days of the termination notice of 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.

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

- (1) The landlord shall, regardless of the tenant's income or length of tenancy and at the landlord's option, provide relocation assistance to the tenant by one of the following:

- (A) The landlord shall provide a direct payment to the tenant.

- (i) Unless subsection (c)(1)(A)(ii) of this section applies, the direct payment to the tenant shall be in an amount equal to two months of actual rent under the tenant's lease in effect at the date of the notice.
 - (ii) If the tenant is a senior or disabled, the direct payment to the tenant shall be in an amount equal to three months of actual rent under the tenant's lease in effect at the date of the notice.

- (B) The landlord shall waive, and not collect the payment by tenant, of any currently due or future rent under the tenant's lease at the time of the notice and through the remainder of the tenancy in an amount equal to the applicable direct payment as set forth in subsection (c)(1)(A) of this section.

- (2) When more than one tenant occupies the residential rental property and the landlord elects to provide direct payment of relocation assistance to the tenants, the landlord may make a single direct payment to all the tenants named in the lease.

- (3) The relocation assistance required by this article 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.

- (4) Any relocation assistance required by this article shall be credited against any other relocation assistance required by any federal, state, or other local law.

- (5) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance provided under this article may be recoverable by a landlord as damaged in an action to recover possession of the residential rental property.

(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 years of the date the tenant was evicted under sections 17-02.____(b)(1), (3), or (4), landlord shall first offer to lease the residential rental property in writing to the tenant displaced from that unit by the no-fault just cause termination if the tenant:

- (1) Advised the landlord in writing within 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 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.____. Buyout Agreements.

It is the purpose and intent of this section to regulate *buyout agreements* (note: add definition) to increase the fairness of buyout negotiations and 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 offers* (note: add definition). Prior to making a buyout offer, the landlord shall provide each tenant in a residential rental property a written disclosure that shall include the following:

- (1) A statement that the tenant has a right not to enter into a buyout agreement;
- (2) A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;
- (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 all tenants of a residential rental property may refuse to receive future buyout offers by providing landlord a written notice of their refusal, which shall be effective for six months, and all tenants of a residential rental property may rescind the refusal to receive future buyout offers by providing landlord written notice of the rescission;
- (5) A statement that the tenant is eligible for relocation assistance and the amount of the required relocation assistance in section ____ 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 space for each tenant to sign and write the date the landlord provided the tenant with the disclosure; and
- (8) 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 days of its execution and retain a copy of each signed disclosure form for five 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:

(1) The buyout agreement shall be in writing.

(2) A copy of the 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 violates this article and is void.

(C) You, the tenant, may choose to consult with an attorney before signing this agreement.

(4) If the tenant primarily negotiates the buyout agreement or lease, 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.

A buyout agreement that does not strictly comply with all the requirements of this section shall be void.

(d) Void buyout agreements. Buyout agreements must be for an amount that is greater than the amount of relocation assistance available to the tenant in 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 by a buyout agreement. Any term of a buyout agreement, lease, contract, or other agreement which purports to waive or limit a tenant's rights under this section is contrary to public policy, unenforceable, and void.

Sec. 17-02. ___ Affirmative Defense; 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) Civil Liability. Whenever a landlord attempts to prevent a tenant from acquiring or exercising the tenant's rights under this article, or retaliates against a tenant or tenant household for the exercise of their rights under this article, or otherwise violated the requirements of this article, the tenant, tenant household, or the city may institute a civil proceeding for money damages or injunctive relief, or both. Landlords found to have

violated this article shall be subject to appropriate injunctive relief and shall be liable for damages, costs, and reasonable attorney's fees, and whatever other relief the court deems appropriate.

- (c) 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.
- (d) Civil action to determine liability. A tenant may bring a civil action to determine the applicability of this article to a tenancy.
- (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) 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.____. 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.____. 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.

SECTION 3. Article IIIC is hereby added to the Salinas Municipal Code to read as follows:

Article IIIB. Anti-Harassment.

Sec. 17-02.100. Title, Purpose, and Applicability.

(a) This article shall be known as the "Tenant Anti-Harassment Ordinance".

(b) The Tenant Anti-Harassment Ordinance augments existing protections provided to residential tenants under federal, state, and local laws to prohibit and deter tenant harassment by landlords in all residential rental units, including single-family residences and condominiums.

(c) The Tenant Anti-Harassment Ordinance applies to all landlords and tenants of residential rental units within the city, unless exempted herein, including landlords and tenants who may not be covered by other tenant protection policies.

Sec. 17-02.101. Exemptions.

The following rental units are exempt from the restrictions and requirements of this article:

(a) Rental units in any hospital, skilled nursing facility, or health facility.

(b) Rental units in a nonprofit facility that has the primary purpose of providing short-term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is provided incident to the recovery program, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purpose where such license is required.

(c) Rental units in a nonprofit facility that provides a structured living environment with the primary purpose of helping homeless persons obtain skills necessary for independent living in permanent housing and where the occupancy is restricted to a limited and specific period of time of not more than 24 months, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purpose where such license is required.

(d) Rental units exempted from Cal. Civil Code Part 4, Title 4, Chapter 2 by § 1940(b) (transient occupancy in hotels/motels), or successor statute, unless either the landlord offers for rent or rents the rental unit for a period of 30 days or more, or the landlord violates Cal. Civil Code § 1940.1, or successor statute, to avoid tenancy status.

Sec. 17-02.102. Harassment by Landlord Prohibited.

(a) No landlord, and no agent or employee of the landlord, shall engage in any act or omission described below in bad faith. Each act or omission in violation of this section constitutes harassment.

(1) Interrupt, terminate, or fail to provide, or threaten to interrupt, terminate, or fail to provide, housing services required by a rental housing agreement or by state or local housing, health, or safety laws. This includes, without limitation, the following:

(a) Curtailing any utility services by any means whatsoever including, but not limited to, the cutting or removal of wires, removal of fuses, switching of breakers, and non-payment of bills for utilities that are part of the housing services. Utility services includes, but is not limited to, water, heat, electricity, gas, telephone, cable, internet, garbage and recycling collection, and sewage.

(b) Impeding reasonable access to the rental unit.

(c) Removing, without replacement within a reasonable time period, when building permits are obtained, if required, doors or windows of the rental unit.

(2) Fail to perform, or threaten to fail to perform, repairs or maintenance required by a rental housing agreement or by state or local housing, health, or safety laws.

(3) Fail to exercise due diligence in completing repairs or maintenance once undertaken or fail to follow appropriate industry repair containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts.

(4) Take, or threaten to take, any action to recover possession or cause the tenant to quit the unit involuntarily, decrease a housing service, or increase rent with the intent to retaliate against a tenant for the tenant's assertion or exercise of any right under this title, including a right to request reasonable repairs or maintenance, or to deter the assertion or exercise of such rights.

(5) Solicit a tenant for sexual conduct in exchange for protection from eviction, repairs or maintenance of the rental unit or rental property, or the fulfillment of an obligation of the landlord under the rental housing agreement or law.

(6) Abuse the right of access into a rental unit as established and limited by Cal. Civil Code § 1954 or successor statute, including entering or photographing portions of the rental unit that are beyond the scope of a lawful entry or inspection.

(7) Remove from the rental unit personal property, furnishings, or other items that belong to the tenant or that are part of the housing services without the prior written consent of the tenant, except when done pursuant to the procedures set forth in Cal. Civil Code § 1980 et seq., or successor statute.

(8) Remove or cause removal of a tenant's vehicle from the rental property or abutting street in violation of applicable law. If applicable law allows for towing of the vehicle, then towing the vehicle does not constitute harassment.

(9) Influence or attempt to influence a tenant to vacate a rental unit through fraud, intimidation, or coercion. This includes threatening to report a tenant or other person known to the landlord to be associated with the tenant to any local, state, or federal agency based on their perceived or actual immigration status. The prohibition shall not be construed as preventing communication with such agencies regarding an alleged immigration violation as permitted by law. This provision shall also not be construed to conflict with Cal. Civil Code § 1940.2(a)(5) or successor statute.

(10) Offer payments to a tenant to vacate more than once in six months, after the tenant has notified the landlord in writing the tenant does not desire to receive further offers of payments to vacate.

(11) Attempt to coerce a tenant to vacate with offer(s) of payments to vacate that are accompanied with threats or intimidation.

(12) Threaten a tenant or their guest by word or gesture, with physical harm.

(13) Engage in verbal or nonverbal abuse of a tenant or their guest or use verbal or nonverbal actions directed at a tenant or their guest that are likely, or intended, to cause physical, mental, or emotional harm, including verbal or nonverbal actions directed toward a tenant or their guest as a member of a protected class that are likely, or intended, to cause, physical, mental, or emotional harm.

(14) Engage in any act or omission that interferes with a tenant's right to quiet use and enjoyment of a rental unit, as that right is defined by California law.

(15) Violate a law that prohibits discrimination based on actual or perceived race, color, sex (including pregnancy, childbirth, and related medical conditions), gender, sexual preference, sexual orientation, ethnic background, nationality, ancestry, place of birth, immigration or citizenship status, primary language, religion, age, source of income, military or veteran status, familial status (including parenthood, occupancy of a minor child, and composition of family unit), marital status, disability (including mental and physical disability), genetic information, or medical condition. Parentheticals in the foregoing list are without limitation.

(16) Refuse to accept or acknowledge receipt of a tenant's lawful rent payment, except when a landlord is engaged in a tenant eviction process.

(17) Refuse to cash a rent check or money order for more than 30 days, except when a landlord is engaged in a tenant eviction process.

(18) Engage in any act that interferes with a tenant's right to privacy or request information that violates a tenant's right to privacy, including, without limitation, residency or citizenship status or social security number, except as authorized by law.

(19) Misrepresent to a tenant that they are required to vacate a rental unit or otherwise entice a tenant to vacate a rental unit through misrepresentations or concealment of material facts.

(20) Force a tenant to vacate their rental unit and reregister to avoid classification as a tenant under Cal. Civil Code § 1940.1. Forced vacation can be implied from the totality of the circumstances.

(21) Unilaterally impose or require an existing tenant to agree to material new terms of tenancy or to a new rental housing agreement, unless:

(a) Subject to subsection (21)(c), below, the change in the terms of tenancy is explicitly authorized by this title, Cal. Civil Code §§ 1946.2(f), 1947.5, or 1947.12, or any successor statute thereof, or is required by federal, state, or local law or regulatory agreement with a government agency; or

(b) Subject to subsection (21)(c), below, the change in the terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept such new terms as part of the rental agreement.

(c) Notwithstanding the foregoing, where a rental unit is regulated by the Rent Stabilization Ordinance, any change in terms of tenancy must comply with the Rent Stabilization Ordinance and associated regulations.

(22) Take any action to recover possession of a rental unit that is exempt from rent increase limitations under this title or any other provision of law by means of a rent increase that is imposed in bad faith with intent to coerce the tenant into vacating the rental unit in circumvention of state and local eviction protection laws. Evidence of bad faith may include, without limitation, the following: (i) the rent increase was substantially in excess of market rates for comparable units; (ii) the rent increase was within six months after an attempt to recover possession of the unit; and (iii) such other factors as a court may deem relevant.

(23) Prohibit, interfere with, retaliate against, or threaten retaliation against tenant organizing activities or engaging in other political activities when hosted by a tenant. "Tenant organizing activities" include the following:

(a) Initiating contact with tenants to ascertain interest in, or seek support for forming, a tenant association or union, which may include conducting door-to-door surveys;

(b) Joining, supporting, or operating a tenant association or union; and

(c) Requesting or providing information, offering assistance, distributing literature, convening meetings with or without a landlord or landlord representative, or otherwise acting on behalf of one or more tenants in the building regarding housing conditions, community life, landlord-tenant relations, and/or similar issues of common interest or concern among tenants in the building.

(d) This subsection (a)(23) does not prohibit a landlord from establishing reasonable time, place, and manner requirements of organizing activities so long as the requirements would not effectively prohibit or substantially interfere with organizing activities.

(24) Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, peace or quiet of any person lawfully entitled to occupancy of such rental unit

and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy.

(B) The conduct described in subsection (a), above, shall not include conduct intended to communicate ideas or beliefs to the public at large and that has only an incidental effect upon a person or persons.

Sec. 27-02.103. Notice.

(a) On or before the date of commencement of a tenancy, and at the same time as any notice of termination of tenancy, a landlord shall deliver to the tenant written notice of the following in the form prescribed by the city:

(1) The tenancy is regulated by this Tenant Anti-Harassment Ordinance.

(2) Section 17-02.102 of the Salinas Municipal Code prohibits landlords from engaging in certain acts or failing to perform certain acts related to a tenancy in bad faith or with a dishonest intent.

(3) Landlords that violate this article may be held liable for damages.

(b) The form of notice prescribed by the city shall include a Spanish language translation of the text and may include translations in additional languages or additional information deemed necessary or convenient to effectuate the purpose of this article.

(c) For tenancies existing on the effective date of this chapter or any amendment thereof, a landlord shall deliver to each existing tenant the written notice required by subsection (a), above, in the form prescribed by the city within 30 days of such effective date.

(d) Where a property contains more than one rental unit and an interior common area accessible by the tenants of more than one rental unit, landlords shall post the written notice required by subsection (a), above, in the form prescribed by the city in at least one interior common area.

Sec. 17-02.104. Severance of Amenities Prohibited.

(a) The following amenities, supplied in connection with use or occupancy of a rental unit, may not be severed from a tenancy without good cause: garage facilities, parking facilities, driveways, storage spaces, laundry rooms, decks, patios, backyards, gardens on the same lot, kitchen facilities, toilet facilities, or lobbies.

(b) For purposes of this section, good cause shall include:

(1) Required by federal, state, or local law;

(2) For rental units that are exempt from the Rent Stabilization Ordinance, acceptance of the severance in writing by the tenant after receipt of written notice from the landlord that the tenant need not accept the severance;

(3) For rental units that are regulated by the Rent Stabilization Ordinance, approval of the removal of amenities by a hearing officer; or

(4) Severance results from the removal of a balcony for which repair or removal was necessary for safety and the landlord has obtained all necessary permits for the removal.

(C) A severance does not include noticed temporary unavailability of the above housing services to perform necessary work with all required permits.

Sec. 17-02.105. Waiver Void.

It is against public policy, void and unenforceable to waive or modify any provision of this chapter in an oral or written rental housing agreement.

Sec. 17-02.106. Remedies and Penalties.

(a) Criminal penalty. A violation of any provision of this article is punishable as an infraction or misdemeanor. A misdemeanor conviction under this article shall be punished by a fine of not more than \$1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

(b) Civil action. Any aggrieved person, or any person, organization, or entity who will fairly and adequately represent the interest of an aggrieved tenant(s) under this chapter, or the city may institute civil proceedings as provided by law against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remains occupied or has been vacated due to harassment. The burden of proof in such cases shall be preponderance of the evidence.

(c) Injunction/equitable relief. Any person who commits an act or engages in any pattern and practice that violates this article may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate. An action for injunction under this section may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly or adequately represent the interests of the protected class.

(d) Penalties and other monetary awards.

(1) Any person who violates, or aids or incites another person to violate, the provisions of this article is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of \$2,000, whichever is greater, or whatever other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court. In the case of an award for damages for mental or emotional distress, said award shall be trebled only if the trier of fact finds that the landlord acted in knowing violation of or reckless disregard of this chapter.

(2) Any person who violates, or aids or incites another person to violate, this article shall be liable for an additional civil penalty of up to \$5,000 for each offense committed against a person who is disabled within the meaning of Cal. Gov't Code § 12926, et seq. or successor statute, or

aged 65 or over. A tenant prevailing in court under this article may be awarded compensatory damages, rent refunds for reduction in housing services, tenant relocation costs, imposition of civil penalties up to \$10,000 per violation depending upon the severity of the violation or history of violations of this chapter by the landlord, and other appropriate relief, as adjudged by the court.

(3) The court may also award punitive damages to any plaintiff, including the city, in a proper case as defined by Cal. Civil Code § 3294 or successor statute. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.

(4) A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if it is determined by the court that the action was devoid of merit and brought in bad faith.

(E) Affirmative defense. A violation of this article may be asserted as an affirmative defense in an unlawful detainer action.

(F) Additional enforcement; nonexclusive remedies and penalties. This article may be enforced as provided in the Salinas Municipal Code in addition to the remedies provided herein. The remedies in this article shall be in addition to any other existing remedies which may be available.

SECTION 4. 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 5. 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 6. 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)).

SECTION 7. 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 7. 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

ATTEST:

Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney