



Exemptions



Reasons to Evict



Mandatory One-Year Lease Offer



Substantial Remodel & Intent to Occupy



Relocation Payments & Security Deposits



Liability for Violations

NAVIGATING TENANT PROTECTIONS

SBAOR BREAKFAST AT THE BEACH | JULY 11, 2024



Santa Barbara Association of REALTORS®

This information is for reference purposes only. Please check with each municipality for specific ordinance language and consult an attorney for legal issues.

Disclosure

I am **NOT** an attorney. This information is for reference purposes only. Please check with each municipality for specific ordinance language and consult an attorney for legal issues.

PRESENTATION OUTLINE

TOPICS TO DISCUSS

- Exemptions
- Rent Caps
- Just Cause/No Cause
- Mandatory Right of First Refusal
- Relocation Assistance
- Mandatory Offer of a One-Year Lease
- Security Deposits
- Liability
- Other Notable Laws

Single-Family Homes

Cannot be a REIT, corporation, LLC (no corps),
management of mobilehome park
Tenants provided written notice of the exemption



Duplex

Owner must occupy one of the units
Must be principle residence since beginning of tenancy and
continue occupancy



ADU's & JADU's



New Housing

Built within the past 15 years



Shared Housing

Bathroom or kitchen is shared
Owner must be principle residence



EXEMPTIONS

Tenants must be provided written notice of the exemption
Goleta, Santa Barbara City, Carpinteria, County

Housing Accommodations

Nonprofit hospital
Religious facility
Extended care facility
Licensed residential care facility for the elderly
Adult residential facility



Restricted By Deed

For very low, low, or moderate income
affordable housing



Hotel Occupancy

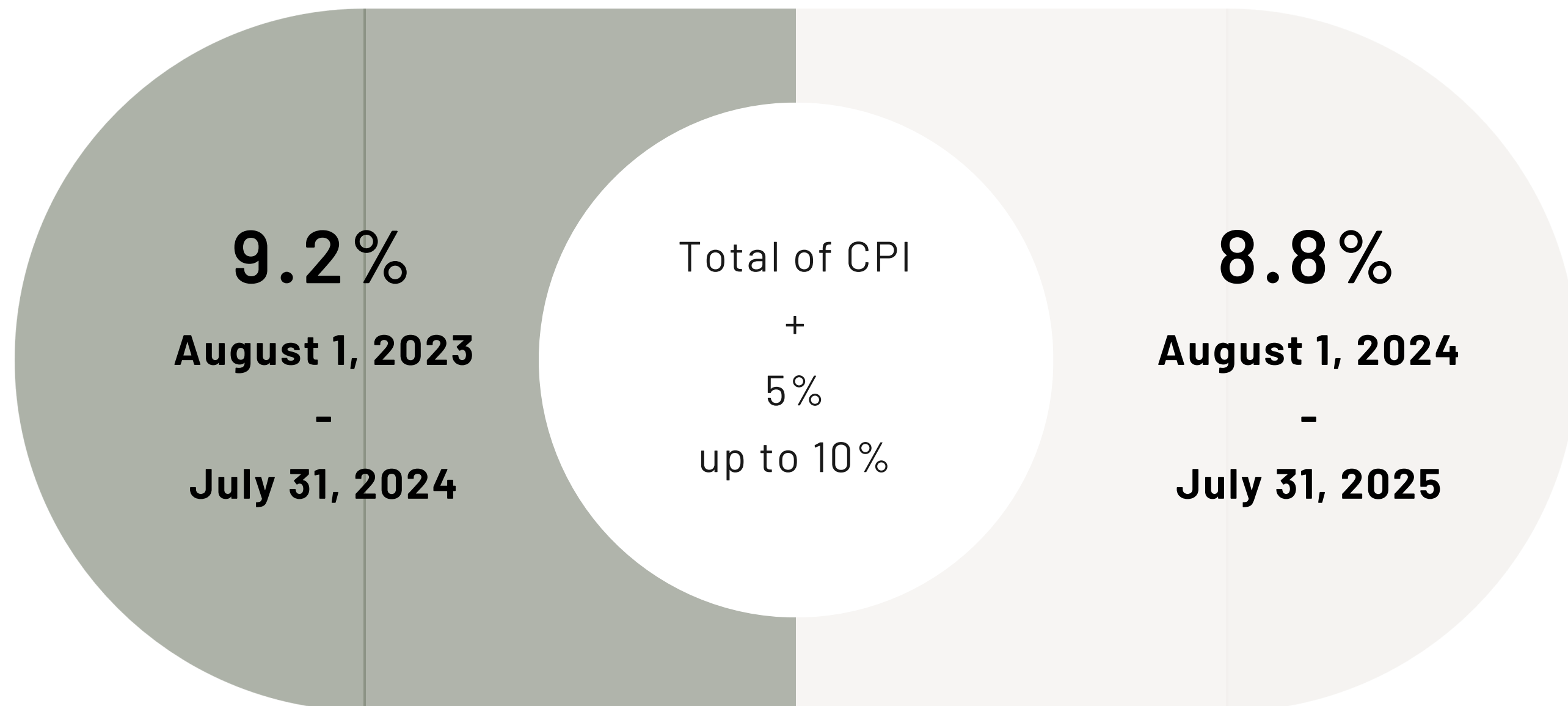


Dormitories



RENT INCREASE LIMITS FOR SANTA BARBARA COUNTY

- Anti-price gouging law based upon declared states of emergency will restrict rent increases of more than 10% for properties located in counties affected by declared states of emergency
- Anti-Price Gouging Law Applies in Santa Barbara County until August 2, 2024 (could be extended)
- If no such rent limitations apply, the owner must still abide by the 30-day notice (rent increases less than 10%) and 90-day notice (rent increases of 10% or more) rules for raising rent



EXEMPTION NOTICE

Goleta, Santa Barbara City, Carpinteria, County



CALIFORNIA
ASSOCIATION
OF REALTORS®

RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions.
Check with a qualified California real estate attorney before proceeding.)
(C.A.R. Form RCJC, Revised 6/23)

The following terms and conditions are hereby incorporated and made part of the Residential Lease or Month-to-Month Rental Agreement dated _____ on property known as _____ in which _____ is referred to as "Tenant" and _____ is referred to as "Housing Provider".

I. RENT CAP AND JUST CAUSE ADDENDUM TERMS

With certain exemptions, Housing Provider may be subject to the rent cap and just cause eviction provisions of the Civil Code. Housing Provider informs Tenant of the following:

California law limits the amount your rent can be increased. See § 1947.12 of the Civil Code for more information. California law also provides that after all Tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the Tenants has continuously occupied the property for 24 months or more, a Housing Provider must provide a statement of cause in any notice to terminate a tenancy. See § 1946.2 of the Civil Code for more information.

II. EXEMPTIONS TO BOTH RENT CAP REQUIREMENTS AND JUST CAUSE EVICTIONS*:

1. Housing that has been issued a certificate of occupancy within the previous 15 years.
2. A property containing two separate dwelling units (excluding ADUs and junior ADUs) within a single structure in which one of the units was Owner occupied at the commencement and throughout the tenancy.
3. Single Family Residential property (including a condominium and units in planned developments) that is alienable separate from the title to any other dwelling unit if the notice below is checked and delivered to the Tenant:

Notice of Exemption: This property is not subject to the rent limits imposed by § 1947.12 of the Civil Code and is not subject to the just cause requirements of § 1946.2 of the Civil Code. This property meets the requirements of §§ 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code AND the Owner is not any of the following: (1) a real estate investment trust, as defined by § 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

Just Cause

“normal” eviction - no relocation

REASONS TO EVICT

Goleta, Santa Barbara City, Carpinteria, County

- 01 Default of rent payment
- 02 Committing waste
- 03 Subletting
- 04 Breach of lease
- 05 Tenant has refused to extend lease

- 06 Tenant's refusal to allow entry to rental unit (per law)
- 07 Nuisance
- 08 Criminal activity
- 09 Using the premises for unlawful purpose
- 10 Failure to deliver possession of the rental unit
- 11 Failure to vacate after termination as an employee, agent or licensee

No Cause

additional requirements & relocation

REASONS TO EVICT

Goleta, Santa Barbara City, Carpinteria, County

01

Intent to occupy unit

(owner, spouse, domestic partner, children, grandchildren, parents, grandparents)

Withdrawal of the unit from the rental market

02

03

Owner complying with an order from a court or government agency

Intent to totally demolish or to substantially remodel the rental unit

04

EXEMPTION NOTICE

Goleta, Santa Barbara City, Carpinteria, County



RENT CAP AND JUST CAUSE ADDENDUM

(Note: State or local laws may limit the availability of certain exemptions.
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(C.A.R. Form RCJC, Revised 6/23)

Page 2

2. “No-fault” Reasons:

- A. Intent to occupy the residential real property by the Owner or their spouse, domestic partner, children, grandchildren, parents or grandparents (Owner/family move-in). Tenant and Owner hereby agree that the Owner shall have the right to terminate the lease if the Owner, or their spouse, domestic partner, children, grandchildren, parents or grandparents, unilaterally decide to occupy the residential property. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- B. Withdrawal of the Premises from the rental market. Owner may terminate the lease at the end of a fixed term or any time during a month to month tenancy by giving the appropriate notice.
- C. Unsafe habitation, as determined by a government agency that has issued an order to vacate, or to comply, or other order that necessitates vacating the residential property.
- D. Intent to demolish or substantially remodel the residential real property. “Substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit that cannot be accomplished in a safe manner with the Tenant in place, and that requires Tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone do not qualify.

INTENT TO OCCUPY UNIT

(owner, spouse, domestic partner, children, grandchildren, parents, grandparents)

Goleta, Santa Barbara City, Carpinteria, County

WRITTEN NOTICE TERMINATING TENANCY

- Contain name(s) & relationships
- Tenant may request proof
- Proof shall be provided upon request

MOVE IN

- Minimum of 1 year
- Must move in 90 days after tenant vacates

FAILURE TO OCCUPY UNIT (MOVE IN OR DURATION)

- Offer unit back to vacated tenant at same rent & lease terms
- Reimburse tenant for reasonable moving expenses in excess of relocation

FAILURE TO OCCUPY UNIT (DEATH)

- Intended occupant moves in within 90 days, but dies before 1 year
- Not considered a failure to comply

INTENT TO TOTALLY DEMOLISH OR TO SUBSTANTIALLY REMODEL THE RENTAL UNIT

Goleta, Santa Barbara City, Carpinteria, County

DEFINITION

TENANT/TIMING

WRITTEN NOTICE

- Substantial modification of any:
 - structural
 - electrical
 - plumbing
 - mechanical system
 - abatement of hazardous materials

- Work cannot be reasonably accomplished with tenant in place
- Tenant vacates unit for at least 30 **consecutive** days

- A statement informing tenants of the intent to demolish/ substantially remodel the unit
- Notice
- Description of substantial remodel to be completed, approximate expected duration, or, expected date property will be demolished
- A copy of the permit(s)
- Right to re-rent

SUBSTANTIAL REMODEL NOTICE

Per State Law

Goleta, Santa Barbara City, Carpinteria, County

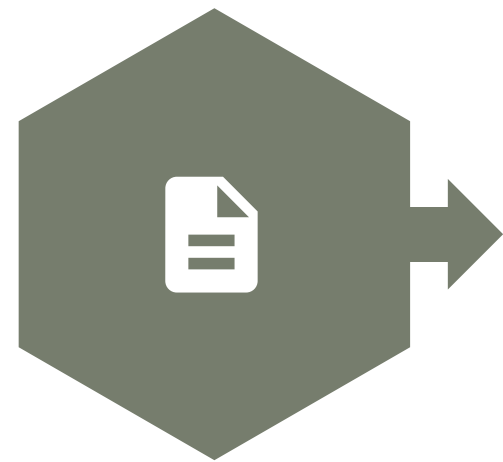
"If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the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

MANDATORY RIGHT OF FIRST REFUSAL FOLLOWING NO-FAULT JUST CAUSE EVICTION

Goleta, Santa Barbara City, County, Carpinteria

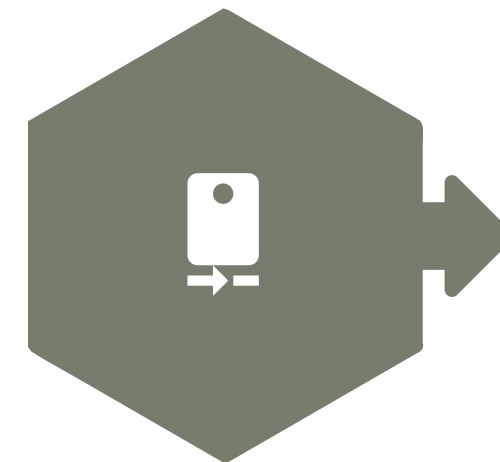
At time of termination

Written right of first refusal to re-occupy the unit when it is ready to be occupied or for up to two years, whichever is earlier



Contact provided

Tenant has provided to the owner current contact information at which to receive a right of first refusal to re-occupy the unit

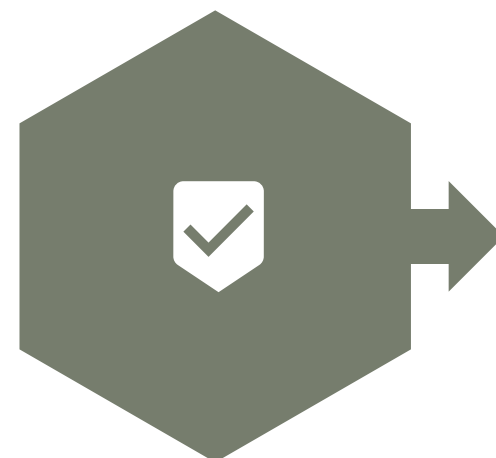


Acceptance of offer

Tenant returns to owner an affirmative written acceptance of the offer to return to and rent the unit within 30 days of delivery

Written Offer

Written offer to re-occupy the unit shall include a written rental price, the proposed terms, and any security deposit required.



Rental Price

Rental price for the unit shall be set at no more than the total rental rate charged for the unit at the time of the notice of termination of residential tenancy + 5% + the percentage change in the cost of living, or 10%, whichever is lower.

RELOCATION

AMOUNTS

Goleta

2x month's rent



Santa Barbara City

2x month's rent



Carpinteria

2x month's rent

OR

\$6,500

whichever is greater



County

3x month's fair market rent
(per HUD)

OR

\$7,000

whichever is greater





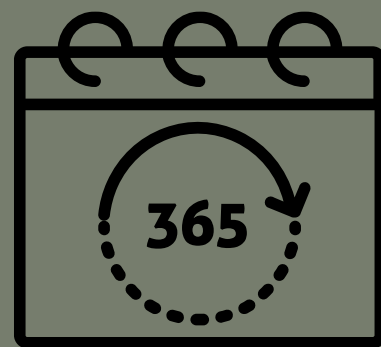
Owner must offer a minimum 1-year written lease

Mandatory Offer of Residential Lease

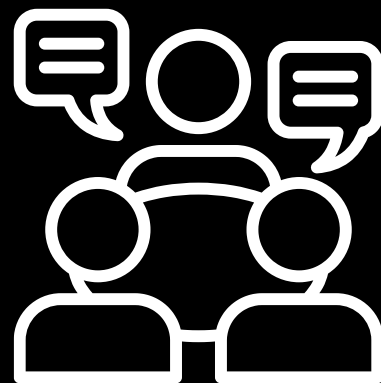
Goleta, Santa Barbara City, County,
Carpinteria



Tenant may accept/reject offer in writing



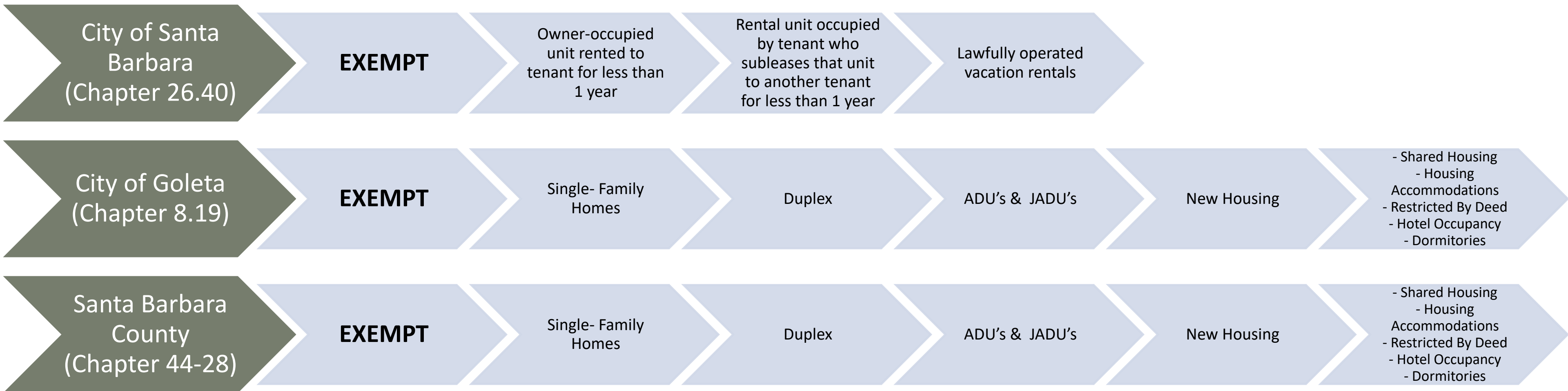
Leases must be offered annually or at the expiration of each lease period - including to tenants who rejected a 1-year lease before



If owner doesn't want to continue the rental relationship, the tenant shall be offered a one-session conciliation meeting

MANDATORY OFFER OF ONE-YEAR RESIDENTIAL LEASE

Goleta, Santa Barbara City, County, Carpinteria



Security Deposits

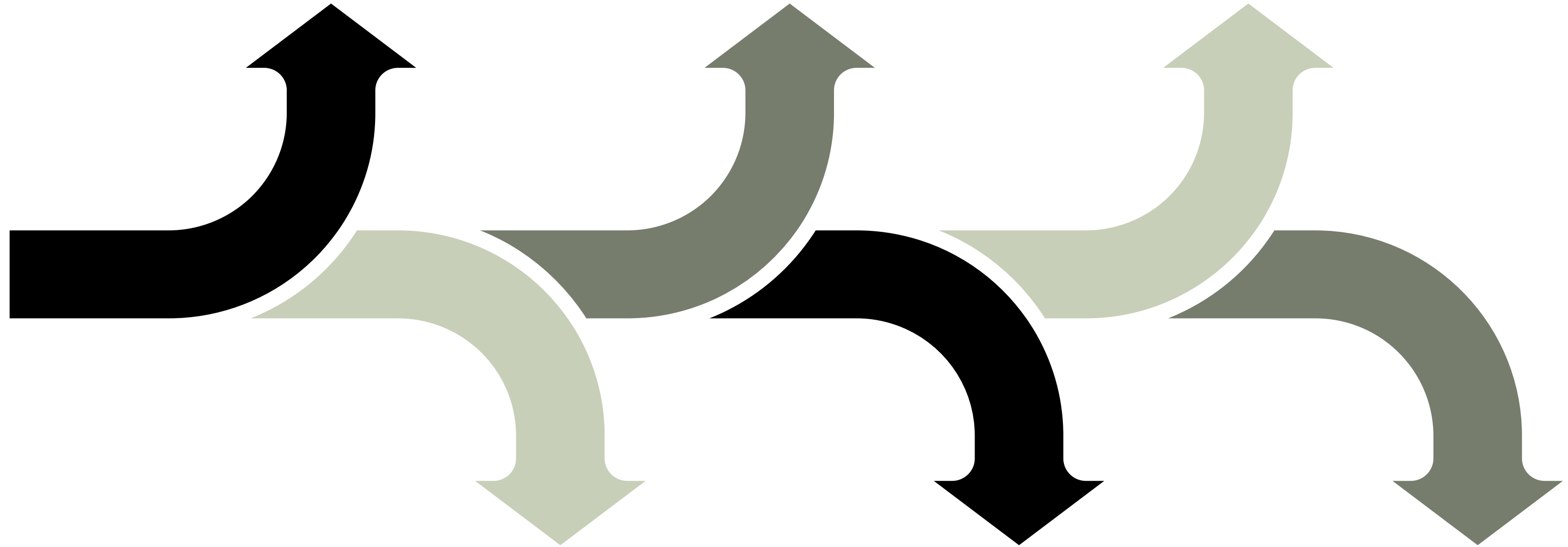
Goleta, Santa Barbara City, Carpinteria, County

July 1, 2024 per State law

Collect only 1-month's rent + first month's rent

No exceptions for furnished units

Carve-out for "small landlords"



"Small landlords" = Collect 2-month's rent + first month's rent

"Small landlords" = natural person + no more than 2 residential properties (total 4 units)

Tenant = service member = collect only 1-month's rent + first month's rent

LIABILITY FOR VIOLATIONS (SB 567)

Goleta - effective now | Santa Barbara City effective now

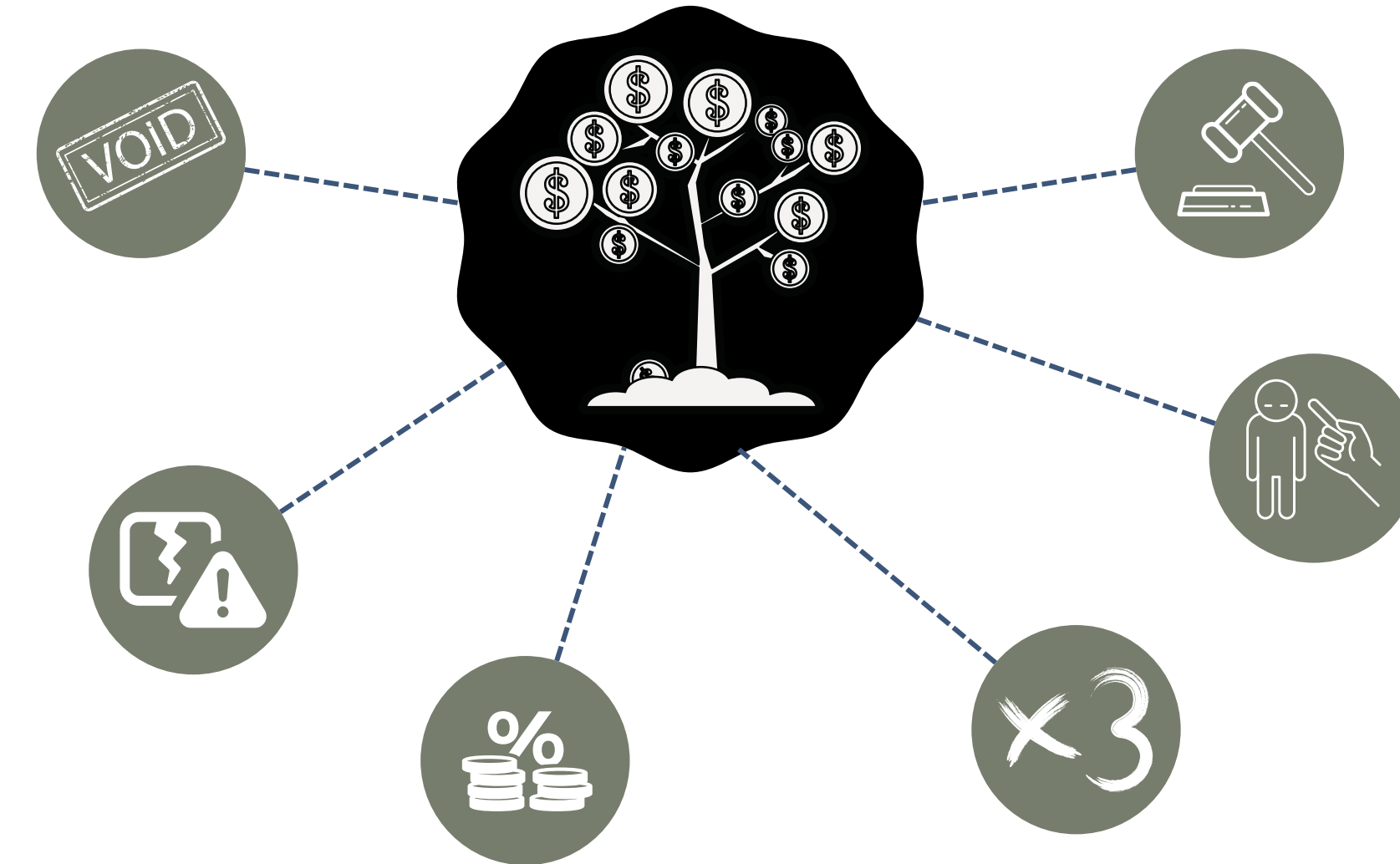
Carpinteria - effective April 1, 2024 | County - effective April 1, 2024

Void termination notice

Any violation of the Tenant Protection Act may void the termination notice.

Actual damages

Actual damages = wrongful termination and rent beyond the maximum



**Attorney General et al.
is authorized to seek
injunctive relief**

Punitive damages

Reasonable attorney's fees and costs

Attorney fees may be assessed at
judge's discretion

Up to 3x actual damages for willful violations

"Willful" violation = damage award may be
tripled + penalty

Pre-2020 Eviction Process



1

Evict for any reason



2

Give notice
60 days notification



3

Unlawful detainer



4

Get trial date
30 days (served + get
trial date + trial)



5

Lock out

Termination of tenancy notice to EACH tenant (must specify full facts/circumstances)

- Just Cause
Check location for all laws
- Notice to terminate tenancy
Right of first refusal notice
3 day notice to cure x 3 (suggested)
- Unlawful detainer
Server evaded 3-4 times
Declaration of diligence
- Application to post
Court permission
Tenant has 15 days to respond
- Trial date within 21 days
Mandatory settlement contract before trial
- Trial
- Lock out process starts
Electronic writ of possession + 2 copies
- Sheriff will post when they have time

No Cause
Relocation Payment
Right to Re-rent
Early tenant alert notice (60 days before notice of termination)

Intent to occupy

Substantially Remodel/Demo

Written notice w/ name(s) & relationship to owner

Permits

Notification the tenant may request proof of relationship

Permitted work has been completed, inspected, confirmed

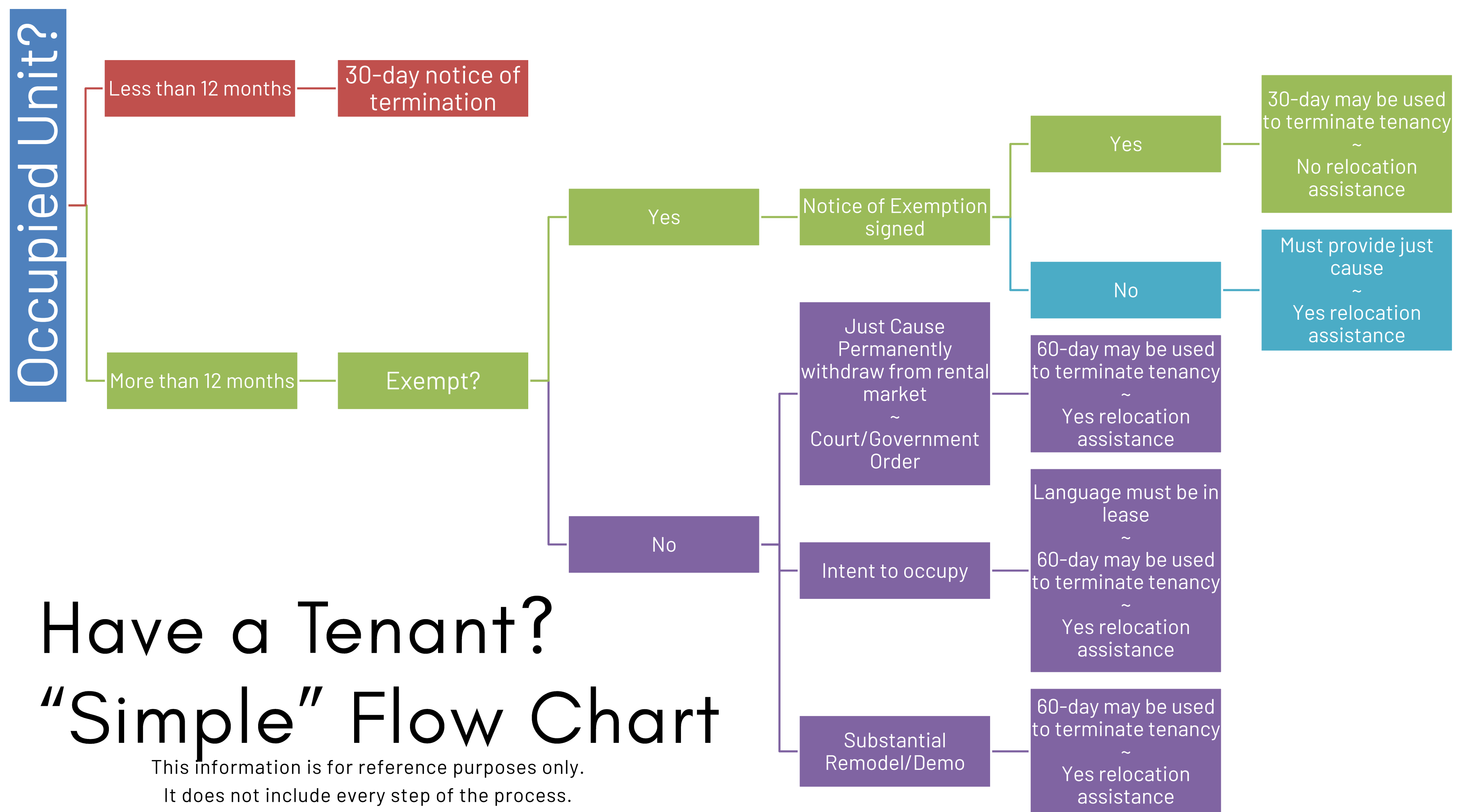
Notice why need to vacate (30 consecutive days)

Notice of termination

Copies filed with government

Post-2020 Eviction Process

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Have a Tenant?

“Simple” Flow Chart

This information is for reference purposes only.
It does not include every step of the process.

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Other Notable Laws

Balcony Inspection Law

New “Flipper” Disclosure

Right to “Ability to Pay”

BALCONY INSPECTION LAW

Deadline: Must be completed by January 1, 2025

- Applies to 3+ multifamily dwelling units
- Only if exterior elevated element (EEE) is built or supported with wood or wood-based material
- EEE = balconies, decks, porches, stairways, walkways, and entry structures that extend beyond exterior walls of the building, which has a walking surface elevated more than 6-feet above ground level and is designed for human occupancy/use
- Inspection
 - Condos = licensed architect or engineer
 - Apartments = licensed architect or engineer or general contractor (license "A", "B", or "C-5" with at least 5 years experience) or certified building inspector
- Reinspection
 - Condos = every 9 years
 - Apartments = every 6 years



NEW “FLIPPER” DISCLOSURE

Effective July 1, 2024

- Applies to Residential 1 to 4 properties. But not TDS exempt properties.
- Seller who accepts an offer within 18 months from the date when title was transferred to that seller must disclose the following:
 - Repairs, renovations, room additions, structural modifications that were performed by a contractor with whom the seller entered into a contract. (Does not specify written contract)
 - The name and any contact info for the contractor (as provided by the contractor) when above \$500
 - Any permits obtained (or if not given, the contact info of the 3rd party who can provide the permits)
- TDS exemptions and cancellation rights apply



RIGHT TO “ABILITY TO PAY”

Effective January 1, 2024

- A **Section 8** tenant must be offered the chance to have their application reviewed on the basis of their “ability to pay” as opposed to credit history.
- This rule applies to not only Section 8 tenant applicants but any tenant receiving a government rent subsidy.
- If a Tenant applicant elects to have their application reviewed based on their ability to pay, then....
 - The LL must allow for reasonable time for the tenant to provide “alternative evidence.”
 - Alternative evidence may include government benefit payments, pay records, bank statements, etc...
 - The LL must reasonably consider this information.
 - The T need only show a reasonable ability to pay their portion of the rent.
- However, the landlord may still request information or documentation to verify employment, request landlord references, or verify the identity of a person

A black and white photograph of a document titled "APPLICATION FORM". The form is filled with various fields and sections. A silver pen is resting on the form. The visible sections include "PERSONAL INFORMATION" with fields for Last Name, First Name, Middle, City, State, Zip, and Email address. There are also checkboxes for "U.S. Citizen?", "ever been", and "willing to submit to a pre-employment drug screening test?". Other fields include "Dates Employed", "Zip", and "Agency, special skills or other items that may confirm the above mentioned position.".

THANK YOU



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