



Exemptions



Reasons to Evict



Mandatory One-Year Lease Offer



Substantial Remodel & Intent to Occupy



Relocation Payments & Security Deposits



Liability for Violations



Rent Caps

The Santa Barbara Freeze

Krista Pleiser
Chief Government Relations Officer, SBAOR

Cristi Michelon Vasquez
Law Office of Cristi Michelon Vasquez

NAVIGATING TENANT PROTECTIONS

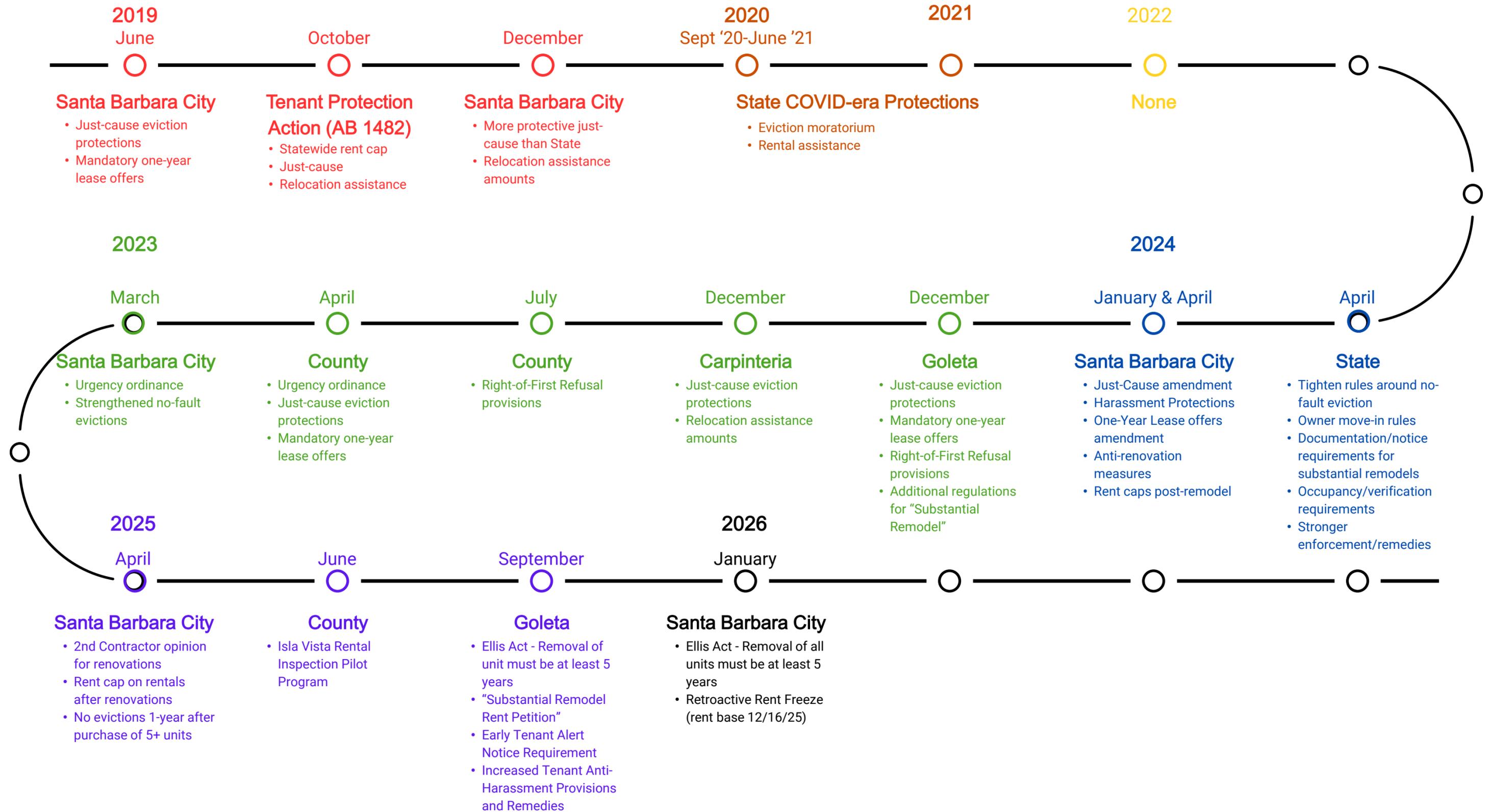
FEBRUARY 24, 2026



Disclaimer

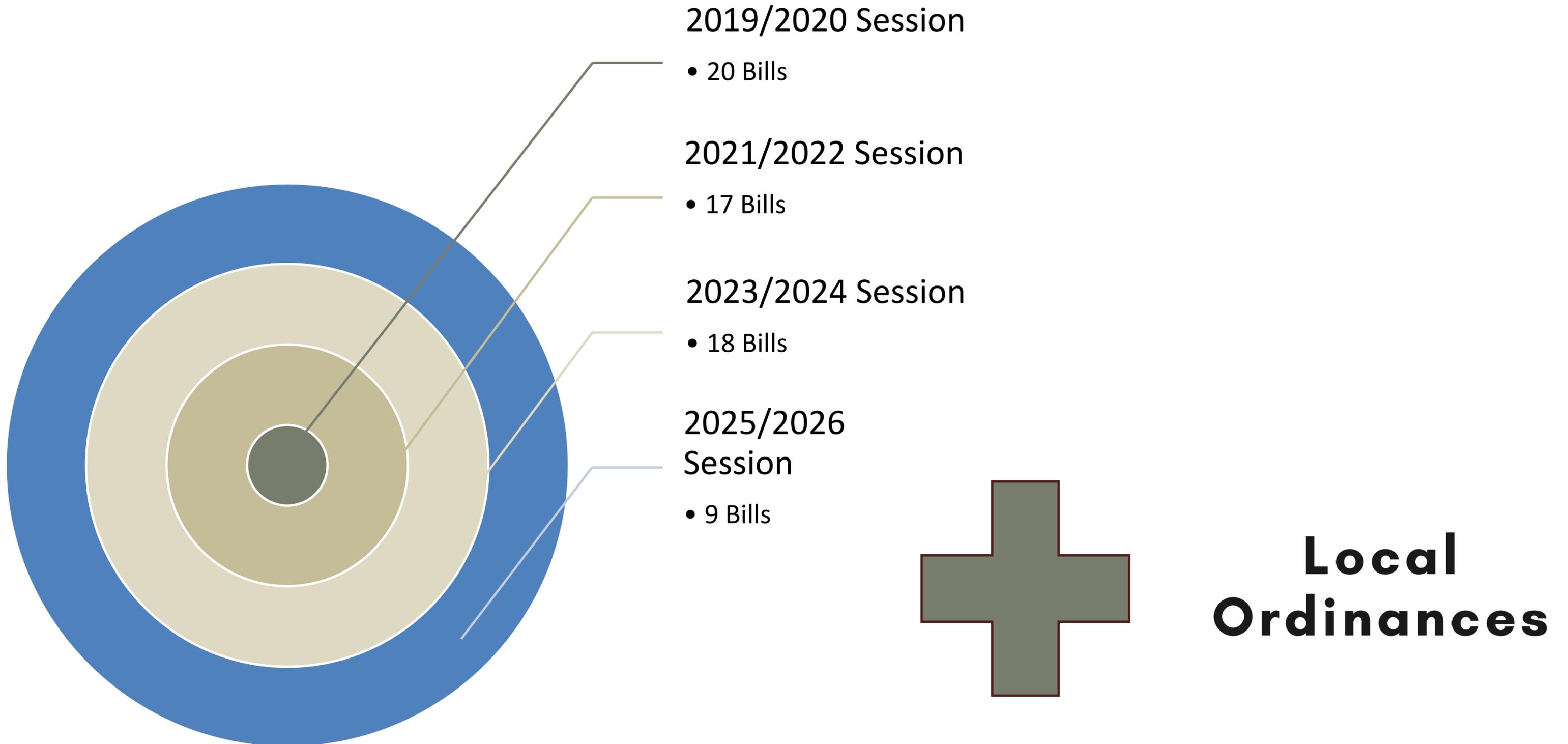
This information is for reference purposes only. Please check with each municipality for specific ordinance language and consult an attorney for legal issues.

MAJOR TENANT PROTECTION MILESTONES ON SANTA BARBARA SOUTH COAST



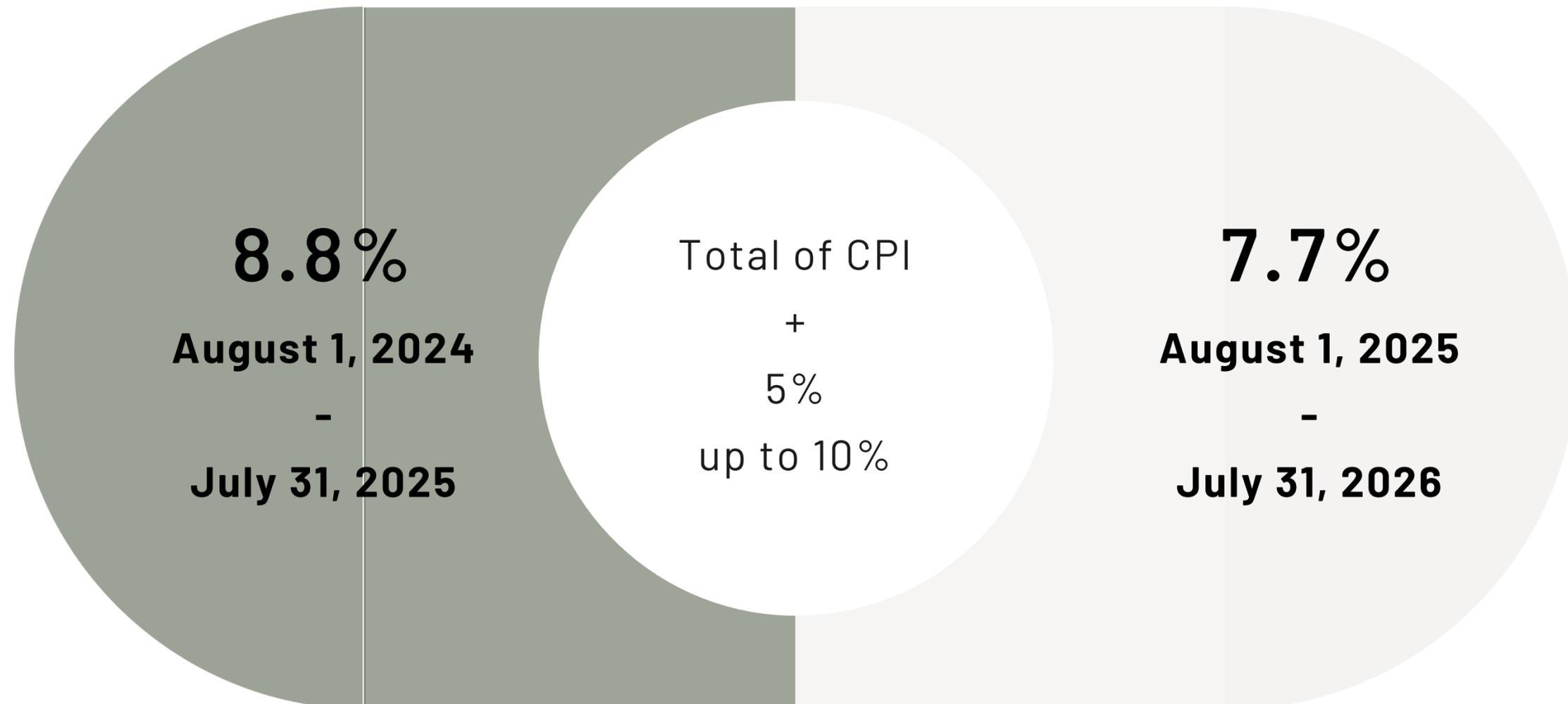
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Since 2019 There Have Been About 64 State Bills Concerning Tenants



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
- Los Angeles Anti-Price Gouging Law Applies in Santa Barbara until July 1, 2025, if there is increased consumer demand because of the declared emergency (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



Santa Barbara City Rent Freeze & Just Cause Eviction Amendments



Santa Barbara City Just Cause Eviction Amendment

Effective February 26, 2026

REMEMBER! → Goleta also has a 5-year prohibition

- Ellis Act
- Good faith removal of rental unit from the rental market
- No-fault just cause for eviction

Withdraw from Rental Market

All units on property must be withdrawn together

- Notices of termination of tenancy required to be given to tenants of all of the units at the same time
- State in full facts and circumstances constituting no-fault just cause termination
- Supplemental notice informing each qualified tenant of their relocation assistance payment
- Supplemental notice informing each qualified tenant of the right of first refusal
- Actual dates of eviction could vary based on requirements under individual leases or rental agreements
- One year deadline to accomplish all evictions

- **Even if property is sold**
- Per Section 26.50.100 (C):
Property that has been withdrawn from the rental market pursuant to this Chapter may not be used for residential rent purposes for a period of 5 years following the date of the last eviction under subsection B.

Cannot be re-rented for 5 years

Santa Barbara City - Rent Freeze

Time

- Effective February 26, 2026
- No rent increases allowed
- Remains in effect until December 31, 2026 or when a permanent rent stabilization ordinance takes effect, whichever occurs first.

Applicability

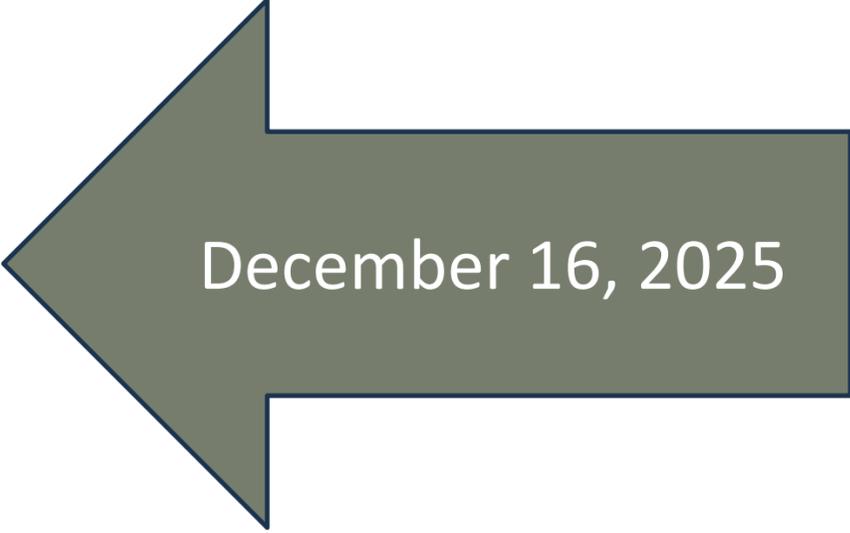
- All residential rental units EXCEPT:
 - Newer housing with cert of occupancy on/after February 1, 1995
 - Government-subsidized or deed-restricted affordable housing
 - Single-family homes & Condo's
 - *The exemption doesn't apply if the property is owned by a corporation, trust, or LLC with a corporate member.*

Future Rent Increases

- Existing rents are not being reduced or rolled back
- Lawful rent increases taken after December 16, 2025 may affect future rent increases under a permanent rent stabilization program

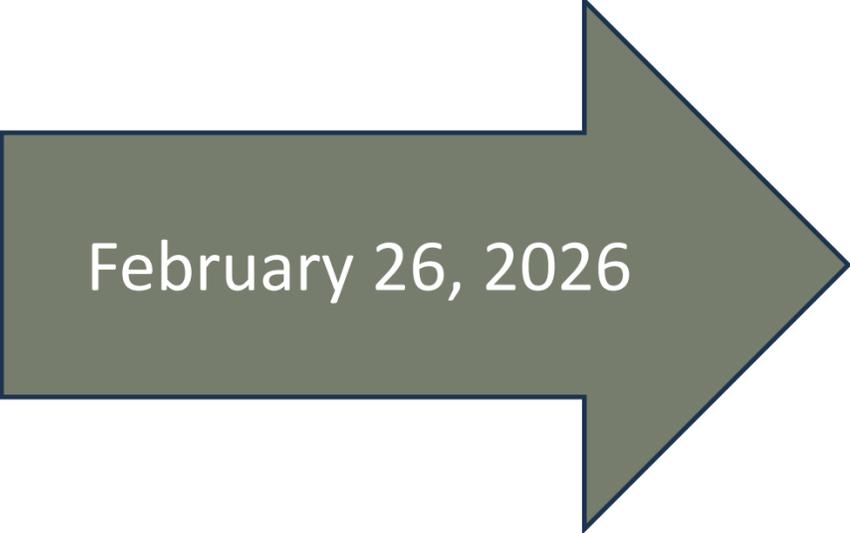
The In-Between Time

What happens if the rent was raised between the rent base date and the effective date?



December 16, 2025

- Any rent increase that was lawful does **NOT** reset the base rent
- Instead, the amount of that increase will be counted against future rent increases authorized under a permanent rent stabilization program



February 26, 2026

Example

Assumes base rent of \$2,000 | A lawful \$100 increase taken before the rent freeze

Year 1

- 3% CPI increase = \$60
- Entire amount offset by prior \$100 increase → no increase allowed

Year 2

- Another \$60 CPI accrues
- Remaining \$40 offset → still no increase allowed

Year 3

- Prior \$100 increase fully absorbed
- Housing provider may now take the full CPI-based increase for that year (e.g., \$60), subject to program rules



Future Allowed Rent Increases

If rent was raised between the rent base date and the effective date

Example A base rent of \$2,000 | A lawful \$100 increase taken before the rent freeze | Current CPI of ~2.7%

Rent Control Rule	Annual CPI / Cap	How Much Increase per Year	When Provider Can Take Full Allowed Increase
60% of CPI	2.7% CPI – 60% = 1.62%	~\$32/year	Year 3 (after ~2 years of CPI accrual)
2% cap	2% cap	\$40/year	Year 3 (after ~2 years of CPI accrual)
2% + CPI	2% + 2.7% = 4.7% total	~\$94/year	Year 2 (after ~1 year of accrual)
3% cap	3% cap	\$60/year	Year 3 (after ~2 years of accrual)
3% + CPI	3% + 2.7% = 5.7% total	~\$114/year	Year 2 (after ~1 year of accrual)

Refrigerators & Stoves Required

Goleta, Santa Barbara City, Carpinteria, County

January 1, 2026 per State law

- A stove and refrigerator are now considered part of the list of statutory habitability characteristics

- Stove

- Maintained in good working order
- Capable of safely generating heat for cooking purposes

- Refrigerator

- Maintained in good working order
- Capable of safely storing food

- No size or age specification



Tip: Conservative risk management approach, *while not required per law*, the refrigerator should have a freezer compartment

- Penalty for non-compliance standard habitability violation consequences (*withhold rent, vacate, repair/deduct*)



Refrigerators & Stoves Required

Goleta, Santa Barbara City, Carpinteria, County

January 1, 2026 per State law



Tenant and landlord may agree that the tenant will supply their own refrigerator if all the following apply:

1. The lease contains a statement in substantially the following form:



"Under state law, the landlord is required to provide a refrigerator in good working order in your unit. By checking this box, you acknowledge that you have asked to bring your own refrigerator and that you are responsible for keeping that refrigerator in working order."

2. The lease provides that the tenant may, with 30 days written notice, inform the landlord that they no longer wish to keep their own refrigerator in the unit, and that at the end of the 30-day notice period, the landlord shall install a refrigerator in good working order in the unit.

3. A landlord shall not condition a tenancy upon the tenant providing their own refrigerator.

The landlord shall not be responsible for the maintenance of a refrigerator provided by the tenant.

Refrigerators & Stoves Required

Goleta, Santa Barbara City, Carpinteria, County

January 1, 2026 per State law



When does this go into effect?

- When a lease is entered into, extended or amended after January 1, 2026
- For month-to-month tenancies, it's effective when the agreement is entered into or amended (ex. rent increase)



Exemptions:

- Vacation rentals of 29 days or less
- Permanent supportive housing
- Single-room occupancy unit that provides exclusive use living and sleeping space
- A unit in a residential hotel
- A dwelling within a housing facility that offers shared kitchen spaces

Security Deposit Return

Goleta, Santa Barbara City, Carpinteria, County

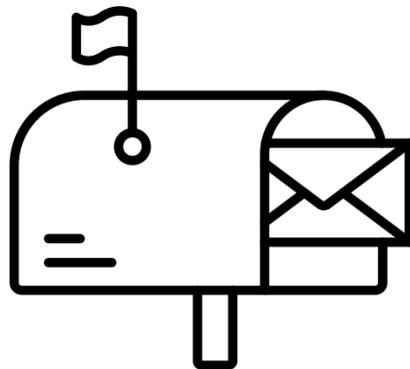
January 1, 2026 per State law



Electronic return of security deposits is the default option when the initial deposit was made electronically, unless otherwise agreed to in writing.



Upon termination of tenancy, the landlord must send notice of the right to receive the security electronically if paid electronically, unless otherwise agreed to in writing.



Return of itemization of deposit by default is still by mail.



When there are multiple tenants, the security deposit will be returned by check made out to all tenants unless otherwise agreed to in writing.

Internet Service

Goleta, Santa Barbara City, Carpinteria, County
January 1, 2026 per State law



Landlord is prohibited from requiring a tenant to use a particular internet service provider. *“Internet service provider” means a business that provides broadband Internet access service (wired internet, cellular, or satellite service) to an individual, corporation, government, or other customer in California.*



Right for tenant to opt out: Requires a landlord, for any tenancy commenced, renewed, or continuing on a month-to-month basis or other periodic basis, on or after January 1, 2026, to allow the tenant to opt out of any subscription from a third-party internet service provider for specified services offered with tenancy.

Violations

- Allows a tenant to deduct the cost of the internet subscription from rent if a landlord violates this provision.
- Prohibits a landlord, or their agent, from retaliating against a tenant for exercising their rights pursuant to this bill and consistent with the provision on retaliatory eviction, CC 1942.5.



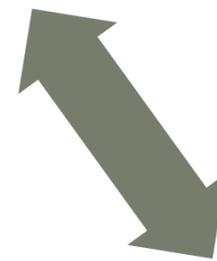
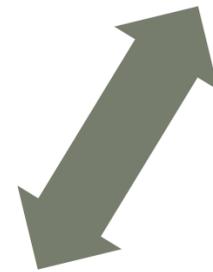
However, landlords may continue to offer bulk internet billing arrangements while preserving tenants' ability to opt out if they do not want the service.

3-Day Notices to Pay Rent or Quit

Per CA Court of Appeal: 2nd District Case: *Eshagian v. Cepeda*
Goleta, Santa Barbara City, County, Carpinteria

Notifying the tenant when the 3-day period begins and ends

- 3 BUSINESS days
- Day of service = day 0
- Rent paid by time specified on 3rd business day following service of the notice



Notifying the tenant of the place
and time to pay rent



Notifying the tenant that
the landlord is seeking
possession of the premises

New defense for 3-day notice to pay rent or quit (January 1, 2026 per State law)

If a tenant cannot pay their rent due to an interruption in the payment of Social Security benefits, the tenant may assert an affirmative defense to an unlawful detainer based on non-payment of rent.



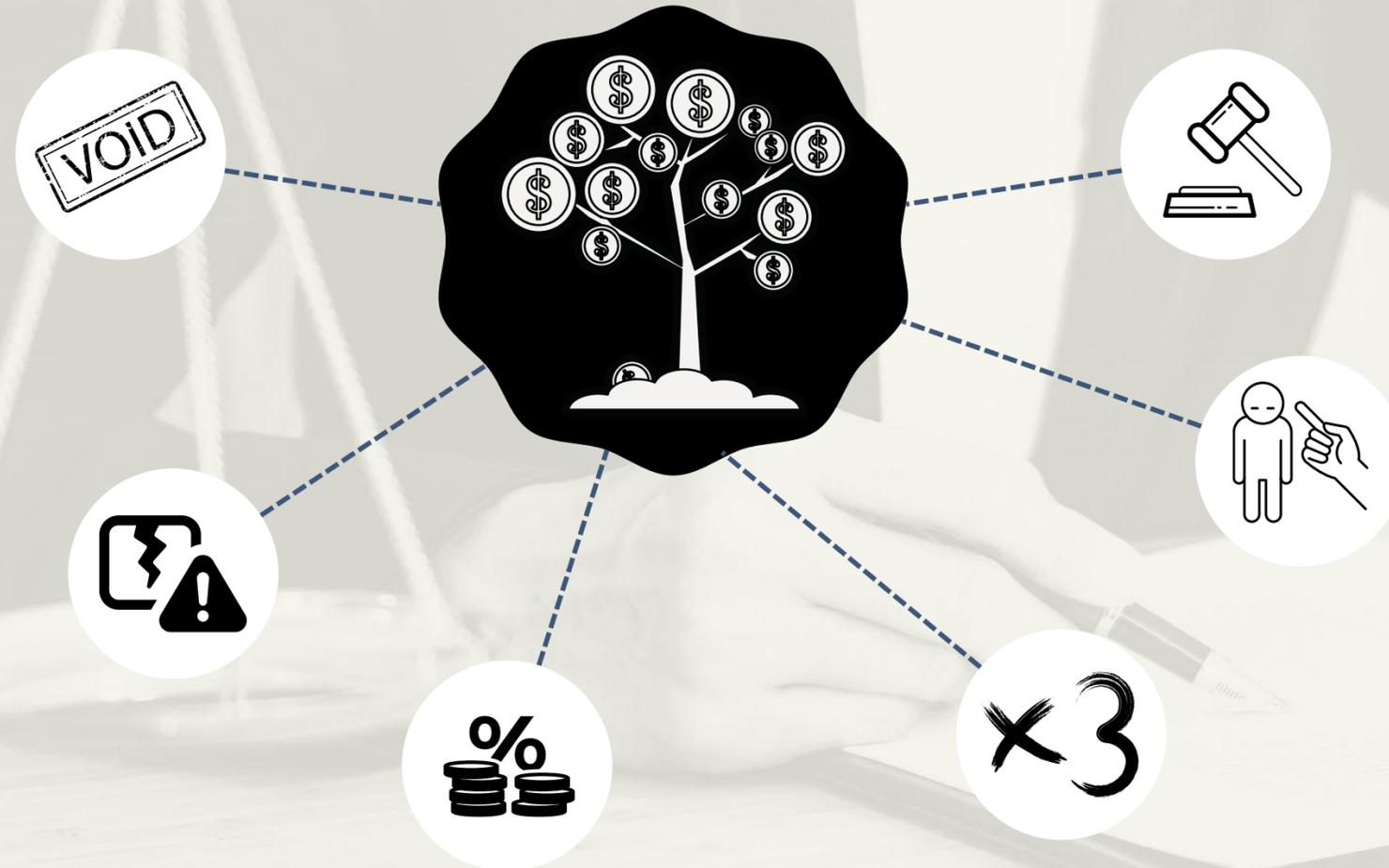
Previous Requirements/Laws are Still in Effect

including, but not limited to:

- 01** → **Move-In, Move-Out & Post-Repair and Cleaning Photos Demonstrating Deductions Required**
 - Within 21 days after the tenant vacates the property
 - Furnish itemization of deductions from security deposit, remaining deposit after deductions, or the whole deposit if no deductions
- 02** → **Screening Fees**
 - Screening fees strictly limited
 - Maximum screening fee allow
 - Copy of credit report to tenant
 - No unit available can have wait list with fee
- 03** → **Right to “Ability to Pay”**
 - Applies to Section 8 or any other gov. rent subsidy
 - Offered chance to have application reviewed on basis of “ability to pay” as opposed to credit history
- 04** → **Security Deposits**
 - 1-month rent + first month rent
 - “Small Landlords” = 2-months rent + first month rent
 - Exception = service member
- 05** → **Relocation Amounts (No Fault)**
 - Goleta = 2x month’s rent or \$8,000 whichever is greater
 - Santa Barbara City = 2x month’s rent
 - Carpinteria = 2x month’s rent or \$6,750 whichever is greater
 - County = 3x month’s fair market rent (HUD) or \$7,000 whichever is greater
- 06** → **Unlawful Detainer Answer Period**
 - 10 day answer period
 - Excludes Saturday, Sunday, judicial holidays
- 07** → **Mandatory Offer of One-Year Residential Lease**
 - Must offer minimum 1-yr written lease
 - Accept/reject offer in writing
 - Leases offered annually (including month-to-month)
- 08** → **No Fees for Service Members, Notices, Checks**
 - Service members can’t be charged higher security deposit
 - No fees for Checks
 - No fees for notices
- 09** → **Positive Credit Reporting**
 - Must offer each tenant of having positive rental payment reported to at least 1 consumer reporting agency
 - Exemption = small, non-corporate landlords (less than 15 units)
 - Tenant can accept offer at any time
- 10** → **Exemption Notice**
 - If unit is exempted make sure you have the exemption box checked!
- 11** → **Permissible Charges for Repairs & Carpet Cleaning IF Reasonably Necessary**
 - LIMITED to reasonable amount necessary to restore premises back to condition at the inception of the tenancy, EXCLUSIVE OF ORDINARY WEAR & TEAR
- 12** → **Balcony Inspection Law**
 - Multifamily must be completed by 1/1/26
 - Reinspection = every 6 years
 - Condo’s must be completed by 1/1/25
 - Reinspection = every 9 years

LIABILITY FOR VIOLATIONS (SB 567)

Goleta, Santa Barbara City, Carpinteria, County



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

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

Attorney General et al. is authorized to seek injunctive relief

Punitive damages