Santa Barbara Association of REALTORS®

October 27, 2026

Mayor Randy Rowse
Councilmember Eric Friedman
Councilmember Wendy Santamaria
Councilmember Oscar Gutierrez
Councilmember Meagan Harmon
Councilmember Mike Jordan
Councilmember Kristen Sneddon
PO Box 1990
Santa Barbara, CA 93102

RE: Amendments to Chapter 26.50 of the Santa Barbara Municipal Code Relating to Just Cause for Residential Evictions

Dear Mayor Rowse and Councilmembers,

The Santa Barbara Association of REALTORS® (SBAOR) represents about 1,200 REALTORS® throughout the South Coast and our mission includes engaging in real estate related community issues affecting our members and/or their clients who are homeowners, housing providers, tenants, and commercial owners.

On behalf of SBAOR, we request that Council continue introduction of the proposed Just Cause amendments and direct staff to address the following concerns. Our requested changes are summarized below, followed by detailed comments in ordinance order.

- **Sale disclosures:** Remove the separate seller and buyer disclosure requirements. Maintain a City Tenant Rights and Responsibilities Guide that is continuously accessible throughout a tenancy.
- **Title recordation:** Remove additional discretionary recordation requirements and track applicable restrictions through the rental registry under Chapter 26.100.
- **Trust beneficiary information:** Remove the requirement to disclose all beneficiaries' names and addresses. Accept limited documentation establishing the qualifying ownership interest.
- **Ten-year first-offer requirement:** Remove the proposed ten-year obligation and limit these continuing local obligations to the five-year framework.
- **Three-year owner occupancy:** Retain the 12-month requirement. Three years is too long given changes in health, employment and family circumstances.
- **One owner move-in per property:** Remove the absolute prohibition on recovering another unit for legitimate family occupancy, including multigenerational living and caregiving.
- **School-year defense:** Add meaningful exceptions for owner hardship, medical needs and competing family needs, and clearly define eligibility.
- **LLC ownership:** Reconcile conflicting owner eligibility provisions.
- **Temporary relocation payments:** Provide the data and methodology supporting the proposed amounts, prevent duplicate obligations and clarify emergencies, alternative accommodations and extended displacement.
- **CPI adjustments:** Explain and reconsider full CPI increases for mandatory relocation payments while rental income increases are limited to 60% of CPI.

- **Expanded coverage:** Retain the existing exemptions for owner-occupied duplexes, newer housing, and qualifying single-family homes and condominiums.
- **Relocation benefit coordination:** Avoid overlapping payment obligations and clearly credit payments already made.
- **Returning-tenant rent restrictions:** Explain the legal authority and interaction with Costa-Hawkins, and clarify the rules when a tenant declines to return or remodeling materially changes a unit.
- **Nonpayment threshold:** Remove the requirement that unpaid rent *accumulate* to one full month before an owner can pursue a nonpayment eviction.
- **Lease enforcement:** Remove the blanket actual-injury requirement so owners can address material violations before harm occurs. Clarify permissible lease changes and define "unreasonable" conduct.
- **Notice and cure:** Establish clear standards and deadlines, including treatment of recurring violations and immediate hazards.
- **Nuisance and waste:** Reconcile the report's on-property arrest language with the ordinance's off-property language. Preserve enforcement based on underlying dangerous conduct and clarify property restoration obligations.
- **Rental withdrawal requirements:** Distinguish state mandates from optional local restrictions and clarify property-wide withdrawal, rescission and successor obligations.
- **Replacement housing rents:** Revise the prior-rent requirement to account for newly constructed housing, applicable state law and a fair and reasonable return.
- **Disability extension procedures:** Establish limited verification standards, clear deadlines and a process for resolving eligibility disputes while protecting privacy.
- **Translation requirements:** Use "or" rather than a blanket English-and-Spanish requirement, distinguish existing state obligations and provide City-approved translated forms.
- **Drafting errors:** Correct inconsistent language, incorrect cross-references and the incomplete utility-disruption provision before adoption.
- **Implementation and costs:** Provide forms, education, transition rules and a detailed administrative cost estimate before enforcement.
- **Cumulative impact:** Evaluate these amendments together with rent control and allow further stakeholder review before moving forward.

Section 1: Coordination of Relocation Assistance — §26.50.020
We appreciate the effort to coordinate overlapping relocation benefits and avoid duplicative obligations. That appreciation should not be interpreted as support for the underlying relocation payment requirements or the proposed payment standard. The City should clearly explain how payments already made will be credited and how different payment deadlines will be coordinated.

The opening amendment instruction should also reference §26.50.020 rather than §26.50.030.

Section 2: Applicability and Exemptions — §26.50.030
The proposal removes existing exemptions for owner-occupied duplexes, newer housing, and qualifying single-family homes and condominiums. The staff report does not quantify the additional properties affected or demonstrate why the existing exemptions are inadequate. These properties include smaller housing providers whose ability to continue renting may depend on flexibility when family, financial or medical circumstances change.

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We request that Council retain the existing exemptions. Any reconsideration should include an analysis of the affected housing stock, documented local need and potential consequences for continued rental availability.

Section 3: Right to Re-Rent and Returning-Tenant Rent — §26.50.055
We request a written explanation of the authority for the proposed returning-tenant rent restrictions and their interaction with Costa-Hawkins.

The ordinance should clearly address a former tenant declining or failing to respond to an offer, rental to a new tenant afterward, and remodeling that changes a unit's size, configuration or bedroom count. It should also explain what constitutes a "comparable new rental unit" and which rent adjustments may apply when a displaced tenant returns. Owners and prospective purchasers should not have to resolve these questions after undertaking a project or acquiring a property.

Section 4: Owner Move-In, Demolition and Substantial Remodel — §26.50.070
Owner and family occupancy. Three years is too long to require an owner or qualifying family member to commit to continuous primary occupancy. A great deal can change during that period, including health, employment, marriage, caregiving responsibilities and family needs. We request retention of the 12-month requirement. The City should address misuse through good-faith requirements and enforcement rather than imposing a three-year commitment on legitimate family occupancy.

Substantial remodel. The City should avoid duplicative submissions and address emergency repairs, unforeseen conditions and changes in approved work.

Sections 5 and 6: Primary Residence, Ownership and Privacy — §26.50.070
The primary residence definition excludes LLCs and other corporate structures, while other owner move-in language references an operating agreement as possible proof of eligibility. These provisions should be reconciled, including the treatment of an LLC owned entirely by natural persons.

Requiring the names and addresses of **all living trust beneficiaries** appears broader than necessary to verify an eligible occupant. The City should accept a certification of trust or other limited documentation establishing the relevant ownership interest.

The ordinance should specify required documentation, permit redaction of unrelated information and establish confidentiality protections.

Section 7: Limitations on At-Fault Evictions — §26.50.071
Nonpayment. Requiring unpaid rent to accumulate to one full month's rent could leave owners carrying repeated shortfalls for months. For example, a tenant owing $3,500 monthly who pays $3,000 each month would not reach the threshold until the seventh month. The owner would then still need to complete the notice and eviction process. We request removal of this threshold.

Lease enforcement. Requiring "substantial actual injury" may prevent owners from addressing material lease violations before dangerous conduct causes harm.

"Unreasonable" conduct and a "reasonable opportunity" to cure also need objective standards.

The ordinance should preserve enforcement of lawful material lease terms, distinguish changes during an existing lease from permissible changes at renewal, and clarify cure periods, recurring violations and urgent hazards.

Nuisance. The staff report and ordinance describe different circumstances: the report refers to an arrest **on the property**, while the ordinance refers to an arrest **off the property**. This is a substantive discrepancy that must be resolved before adoption.

Owners must remain able to rely on evidence of repeated threatening, dangerous or destructive conduct while respecting protections for crime victims.

Waste. The proposal should address disputed restoration costs, inadequate repairs and damage that requires restoration even when it does not render the unit uninhabitable.

Section 8: Limitations on No-Fault Evictions — §26.50.072
One owner move-in per property. An absolute limit could prevent separate children or other qualifying relatives from occupying different units. It fails to accommodate multigenerational living, disability and caregiving needs. We request removal of the absolute prohibition and preservation of legitimate good-faith family occupancy.

School-year defense. The proposal does not adequately account for an owner's own children or an urgent need for accessible housing, medical treatment or nearby family care. Council should provide a meaningful hardship exception and define regular part-time residence, school enrollment requirements and the applicable school calendar.

The capital improvement plan cross-reference in subsection B should also be corrected.

Section 9: Withdrawal and Re-Rental Requirements — §26.50.100
The City should distinguish state requirements from optional local restrictions and explain the scope of the all-units withdrawal requirement.

We oppose extending first-offer obligations to ten years. The City establishes a five-year removal period, yet proposes a ten-year obligation to offer the unit to a former tenant if it is rented again. Why should that obligation continue for another five years? We request that the City align the first-offer requirement with the five-year period.

The City should provide clear procedures for rescinded withdrawal notices, tenant eligibility extensions, notification duties and the expiration of continuing obligations.

Replacement housing also raises significant concerns. Please explain how requiring newly constructed units to begin at the prior tenancy's rent reconciles with the Ellis Act's fair-and-reasonable-return standard for newly constructed accommodations and with Costa-Hawkins.

The proposal does not adequately explain how rents would be assigned when fewer older units are replaced with more new units of different sizes and configurations. Council should evaluate the effect on redevelopment feasibility before proceeding.

Section 10: Disclosures Before and After Sale — §26.50.110
We request removal of the proposed transaction-specific disclosure requirements.
The City should instead maintain a standardized Tenant Rights and Responsibilities Guide that is continuously accessible online and through City housing resources. Tenants should be able to obtain reliable information throughout their tenancy, rather than depend on a disclosure triggered by a potential sale. Separate seller and buyer notices create additional delivery, timing, documentation and liability concerns. They also risk suggesting that a sale itself changes tenant protections when the purpose is to explain rights that already exist. A continuously maintained City guide would provide consistent information, allow the City to update explanations when laws change and avoid placing responsibility for interpreting City requirements on individual sellers and buyers.

Section 11: Recordation Against Property Titles — §26.50.120
The City should track these obligations through the rental registry established under Chapter 26.100 rather than impose additional title recordation requirements wherever legally permissible. The registry should serve as the City's administrative record of applicable rental restrictions and continuing obligations. Creating a separate recorded-title system introduces questions about financing, title review, errors, expiration and releases. The proposal does not clearly establish who must correct or release a recorded notice, when that must occur or who pays. These unresolved issues are reasons to use the registry instead.

Section 12: Notice Languages — §26.50.130
The staff report describes notices in English **or** Spanish, while the ordinance requires English **and** Spanish, followed by an alternative-language clause. **We prefer "or," with clear standards ensuring that tenants receive information in an appropriate language.** Civil Code §1632(b)(3) already addresses translation of qualifying residential rental agreements negotiated primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean. That provision ties translation to the language of negotiation.

The City should explain why it proposes a broader obligation, distinguish rental agreements from later notices, and provide legally reviewed forms and clear compliance guidance. The report and ordinance must describe the same requirement.

Section 13: Temporary Relocation — §26.50.140
Where did the proposed $150 per household for lodging and $30 per occupant for meals come from?
Before establishing the proposed $150 daily lodging payment per household and $30 daily meal payment per occupant, the City should conduct a nexus study, as it did for its existing relocation assistance payments. The study should establish a documented basis for the amounts, explain the methodology and demonstrate how the payments relate to the expenses associated with temporary displacement.

The City should also distinguish this provision from the rent control ordinance, prevent duplicate obligations and address comparable accommodations, emergencies, tenant-caused damage, insurance payments and displacement extending beyond 30 days.

Please explain why these required payments receive full CPI adjustments while permitted rent increases receive only a portion of CPI. The applicable index and calculation method should be specified.

Subsection C: We understand this provision is intended to allow temporary disruption of major systems during weekday hours from 8 a.m. to 5 p.m. without requiring tenant relocation. Please complete the sentence to expressly state that rule.

Implementation and Requested Action
Owners need final forms, translated notices, filing procedures and education before enforcement begins. Transition rules must address existing leases, notices already served, pending transactions and projects underway. Council should also receive an estimate of additional administrative costs and potential fee impacts.

We respectfully request that Council continue introduction and direct staff to revise the proposal, remove the transaction-specific disclosures, use the rental registry instead of additional discretionary title recordation, and address the remaining concerns through further stakeholder review.

Sincerely,

Jennifer Berger
2026 President

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