



Exemptions



Reasons to Evict



Mandatory One-Year Lease Offer



Substantial Remodel & Intent to Occupy



Relocation Payments & Security Deposits



Liability for Violations



Rent Caps

NAVIGATING TENANT PROTECTIONS

FEBRUARY 24, 2026



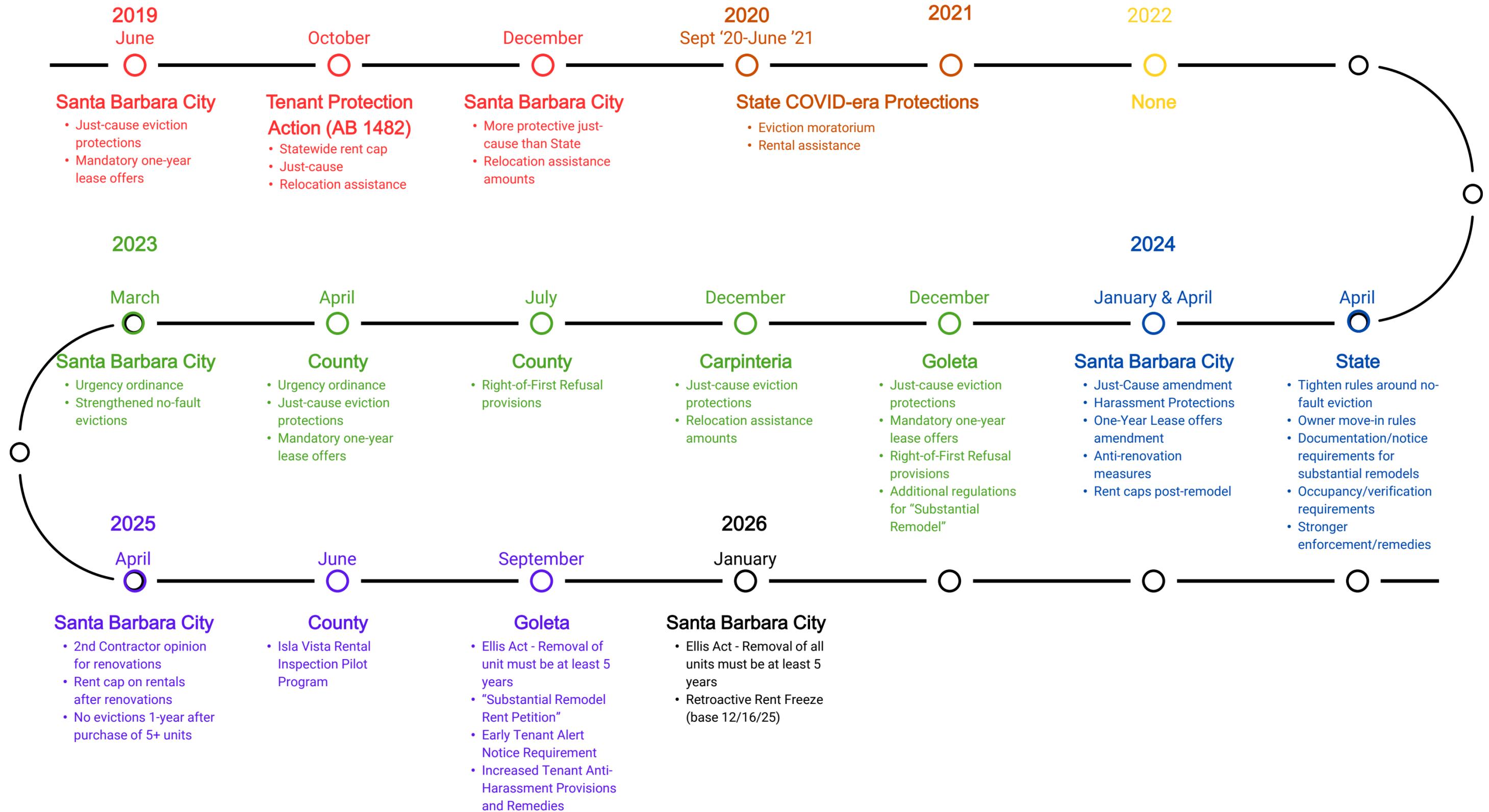
Santa Barbara Association of REALTORS®

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

Disclaimer

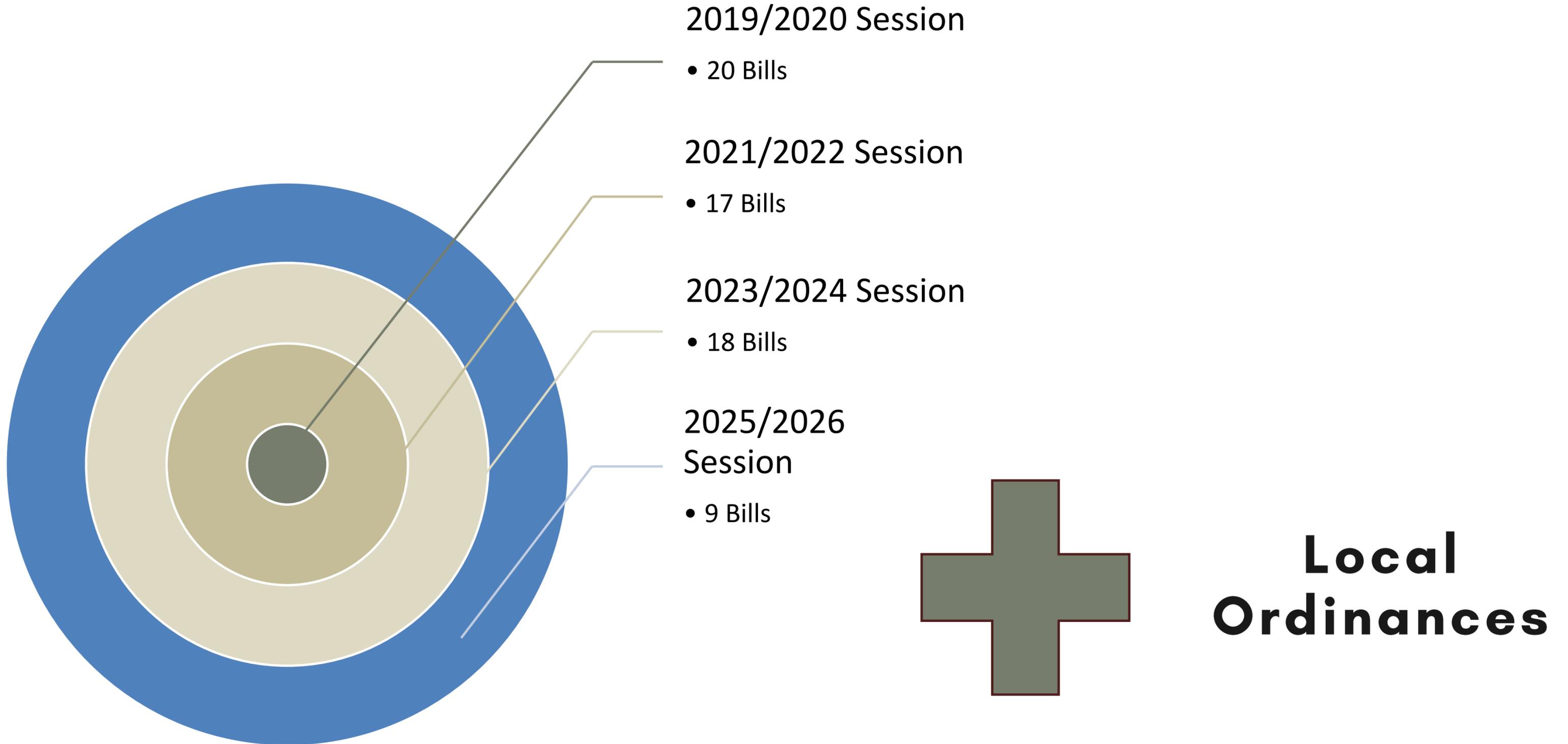
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MAJOR TENANT PROTECTION MILESTONES ON SANTA BARBARA SOUTH COAST



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Since 2019 There Have Been About 64 State Bills Concerning Tenants

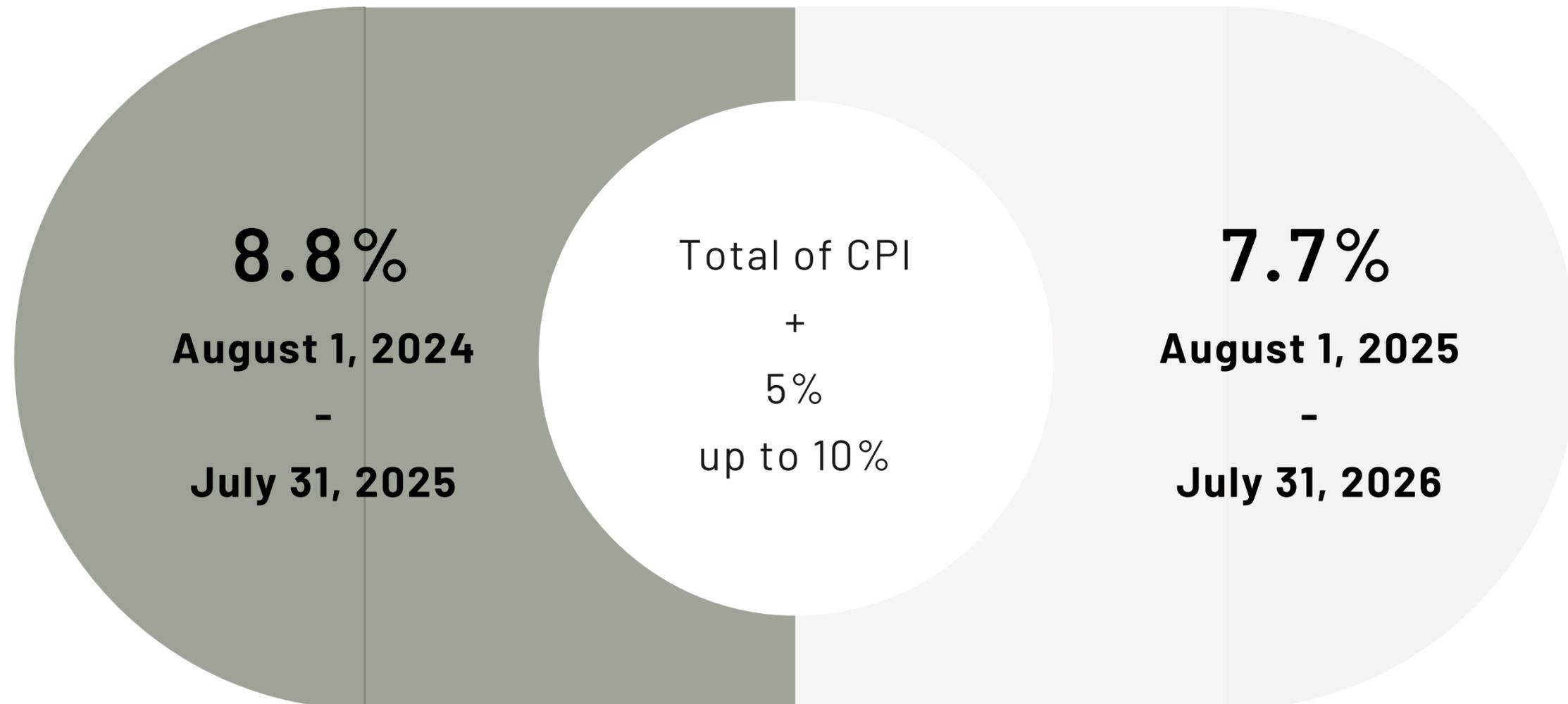


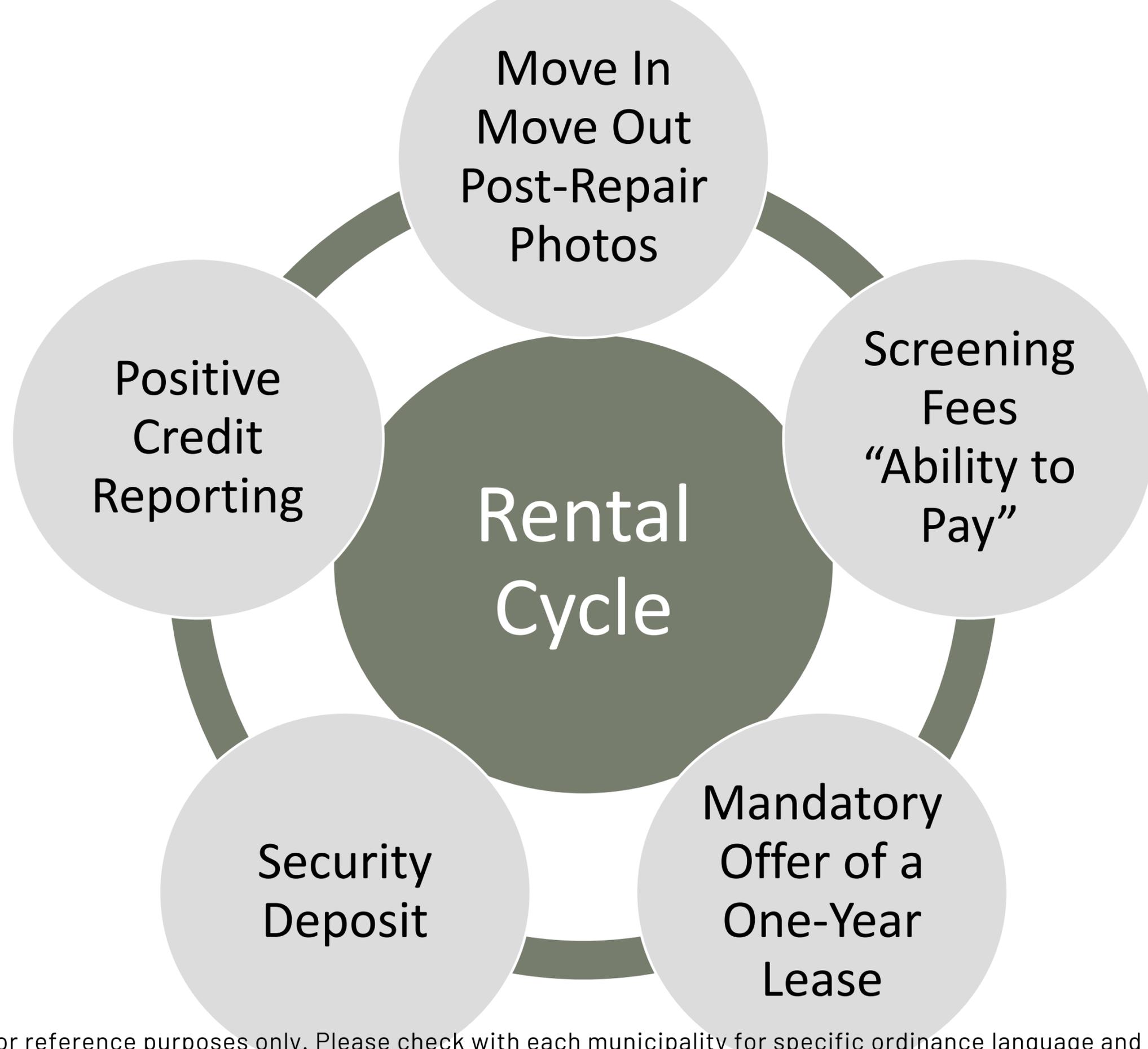
Did You Know?

- ✓ Rent control was used in the USA during WWI & WWII & during natural disasters, economic crises, & pandemics.
- ✓ Landlords opted to sell their units at uncontrolled prices rather than renting at controlled prices
- ✓ Led to an  in home ownership and  in rental units.
- ✓ Example: when rent control ended in Cambridge, the city realized a 20%  in new development and  in property values (study by the MIT Center for Real Estate)
- ✓ CA voters have rejected statewide rent control 3xs (Prop 10 [2018], Prop 21 [2020], Prop 33 [2024])

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

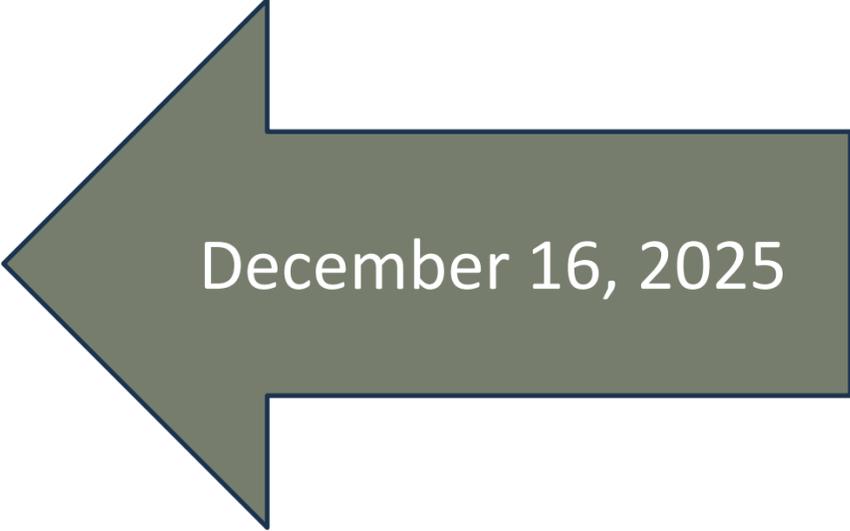
- All residential rental units EXCEPT:
 - Newer housing with cert of occupancy on/after February 1, 1995
 - Government-subsidized or deed-restricted affordable housing
 - Single-family homes & Condo's
 - The exemption doesn't apply if the property is owned by a corporation, trust, or LLC with a corporate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

Future Rent Increases

- No rent rollback or reduction
- 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

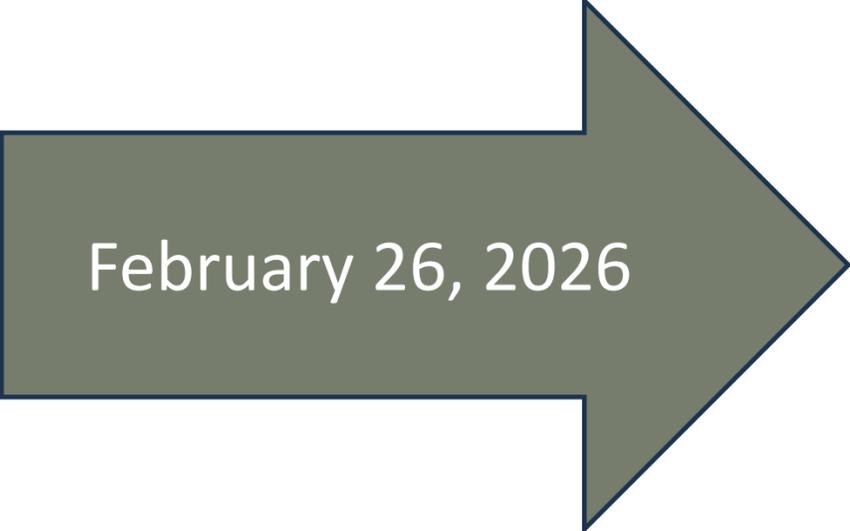
The In-Between Time

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.

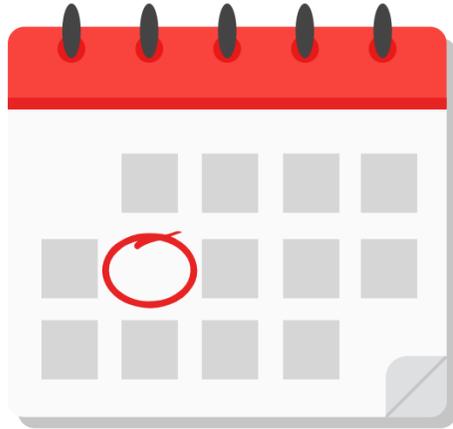
3. A landlord shall not condition a tenancy upon the tenant providing their own refrigerator.

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

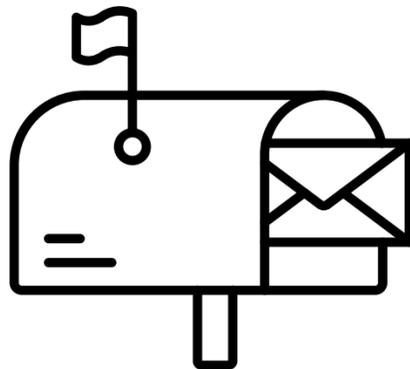
January 1, 2026 per State law



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.



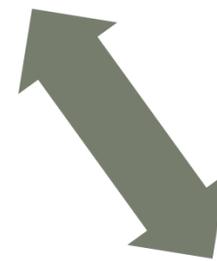
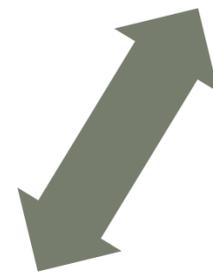
However, landlords may continue to offer bulk internet billing arrangements while preserving tenants' ability to opt out if they do not want the service.

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.



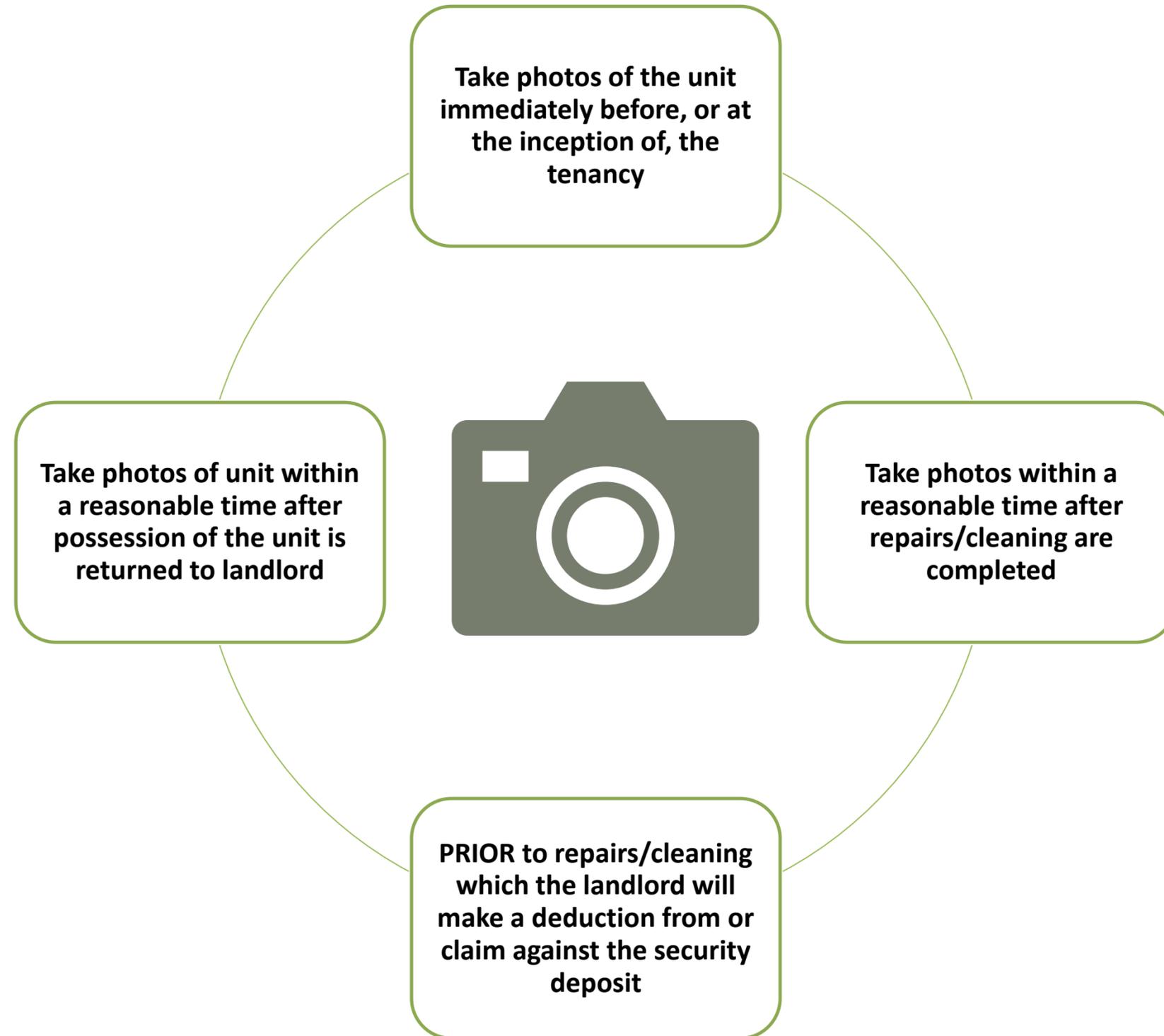
Previous Requirements/Laws are Still in Effect

including, but not limited to:

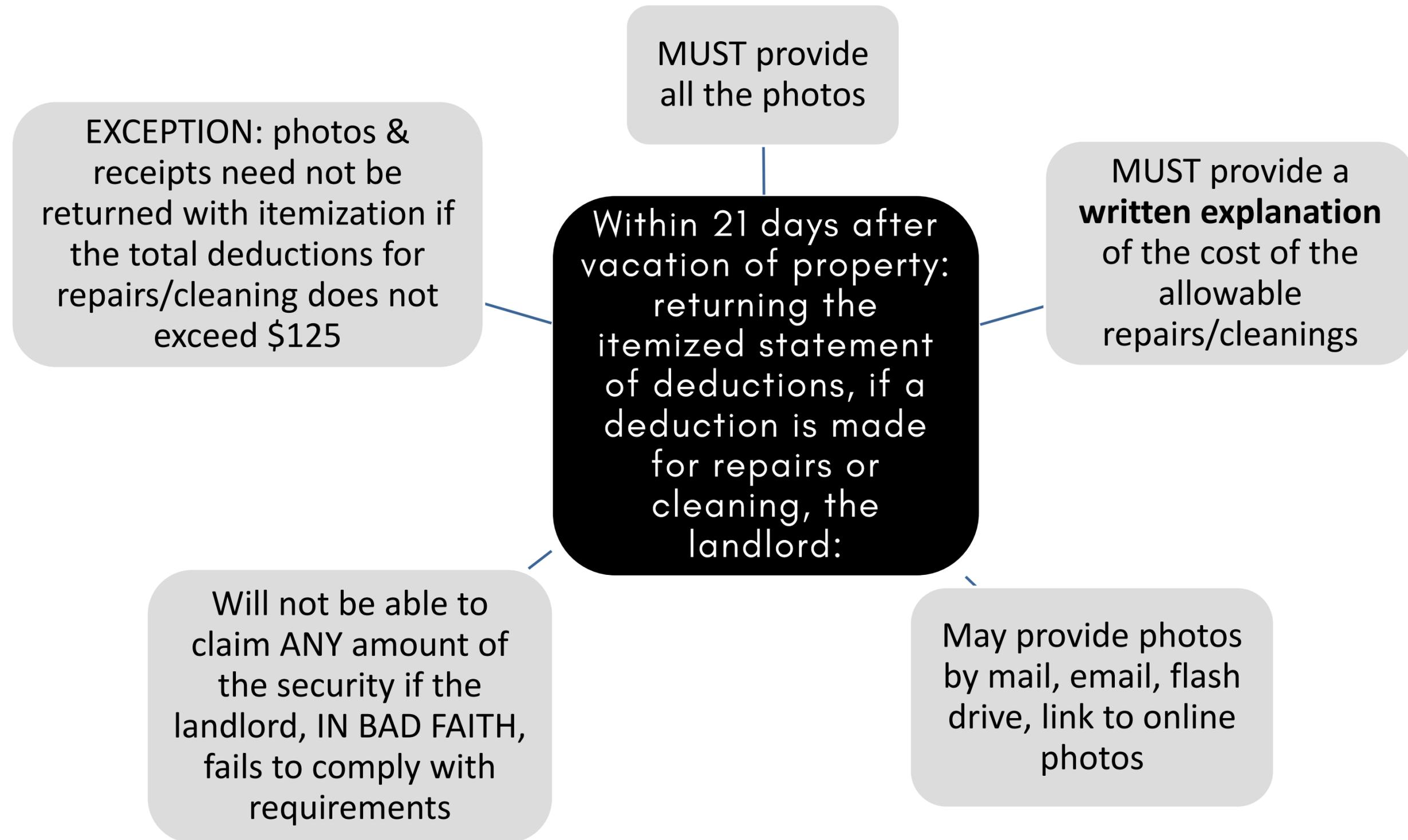
- 01** → **Move-In, Move-Out & Post-Repair and Cleaning Photos Demonstrating Deductions Required**
 - Within 21 days after the tenant vacates the property
 - Furnish itemization of deductions from security deposit, remaining deposit after deductions, or the whole deposit if no deductions
- 02** → **Screening 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

Move-In, Move-Out & Post-Repair and Cleaning Photos Demonstrating Deductions Required

Per State Law April 1, 2025: Goleta, Santa Barbara City, County, Carpinteria



Move-In, Move-Out & Post-Repair and Cleaning Photos Demonstrating Deductions Required



Screening Fees Strictly Limited: Two Options for Collecting Them

Per State Law January 1, 2025: Goleta, Santa Barbara City, County, Carpinteria

Option #1

Landlord agrees to return the fee to any applicant who is not selected for tenancy.

This option sets **NO CONDITIONS** on the application process.

Option #2

Landlord adopts an application screening process where all **COMPLETED** application are considered.

Landlord has a written, disclosed screening criteria, in the order the applications were received.

How does Option #2 work?

Screening Fees: HOW DOES OPTION #2 WORK?

The screening criteria must be provided with the application

All completed application are considered, as provided in the written criteria, IN THE ORDER the applications were received

The first applicant who meets the landlord's established screening criteria is approved for tenancy.

The applicant is NOT charged an application fee unless their application is actually considered

If a landlord denies an application because the applicant does NOT meet the established, disclosed screening criteria, then the landlord is NOT required to refund the application fee

Screening Fees: Additional Screening Fee Rules

Maximum Screening Fee

- Cannot be greater than actual out-of-pocket costs
- Not to exceed ≈\$63.50

Copy of Credit Report to Tenant

- Credit report must be provided to ALL tenant applicants who pay a screening fee WITHIN 7 days
- REGARDLESS of whether it was requested

No Unit Available

- PROHIBITION on screening charges when no unit is available
- BUT a landlord may still place a prospective tenant on a waiting list & charge a fee if a unit will be available within a REASONABLE time

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 an application form. The form is titled "APPLICATION FORM" in large, bold, black letters. Below the title, there are several sections with headings: "PERSONAL INFORMATION", "Dates Employed", and "Security Number". The form contains various fields for text entry, such as "Last Name", "First Name", "Middle", "City", "State", "Zip", "Email address", and "Phone". There are also checkboxes for "U.S. Citizen?", "Ever been", and "willing to submit to a pre-employment drug screening test?". A silver pen is lying diagonally across the form. The form is placed on a surface with other documents visible in the background.

Security Deposits

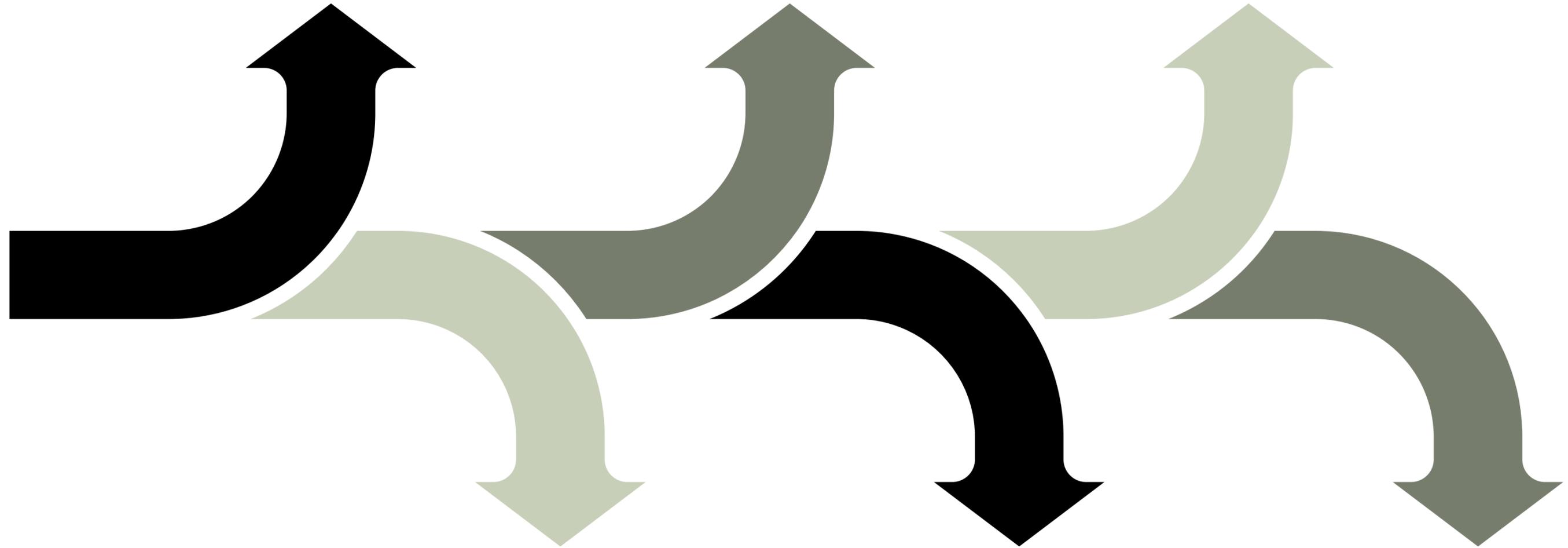
Goleta, Santa Barbara City, Carpinteria, County

Per State law 2024

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

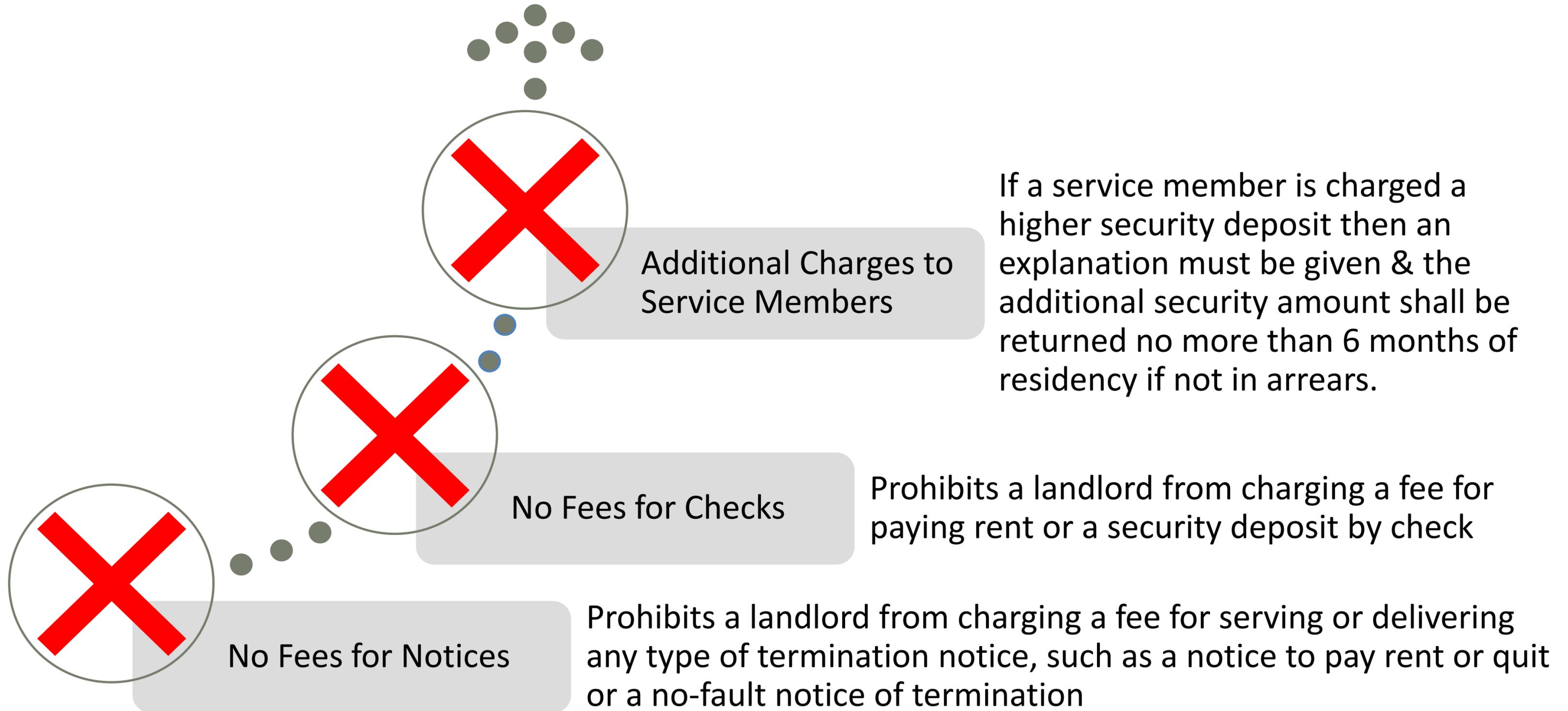
"Small landlords" = natural person + no more than 2 residential properties (total 4 units)

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

If the landlord charges a higher security deposit for service members due to credit factors, a written statement must be provided explaining the reason for the higher amount, along with a provision in the lease regarding the return of the extra security after six months.

No Fees for Notices or Checks or Service Members

Per State Law 2025: Goleta, Santa Barbara City, County, Carpinteria



Positive Credit Reporting

Per State Law 2025: Goleta, Santa Barbara City, County, Carpinteria

Requires residential landlords to OFFER each tenant obligated on a lease the option of having the tenant's positive rental payment information reported to at least one nationwide consumer reporting agency.

EXEMPTS small, non-corporate landlords = Building containing 15 or less units, unless the landlords owns more than one building or is a REIT, Corp, or LLC with at least one member corporation

For leases:

- | Entered on or after April 1, 2025 | Outstanding as of January 1, 2025 |
|--|---|
| <ul style="list-style-type: none">• Offer of reporting must be made at the time of the lease• Must be offered annually thereafter | <ul style="list-style-type: none">• Offer of reporting must be made no later than April 1, 2025• Must be offered annually thereafter |

Acceptance of Offer

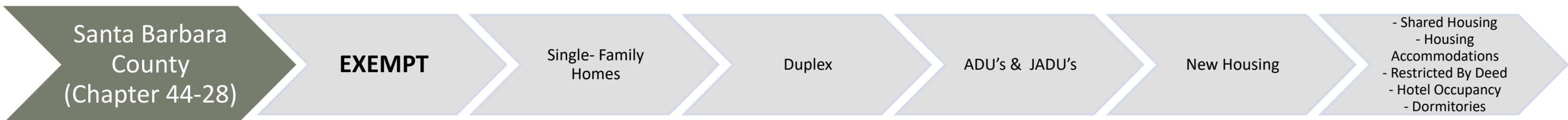
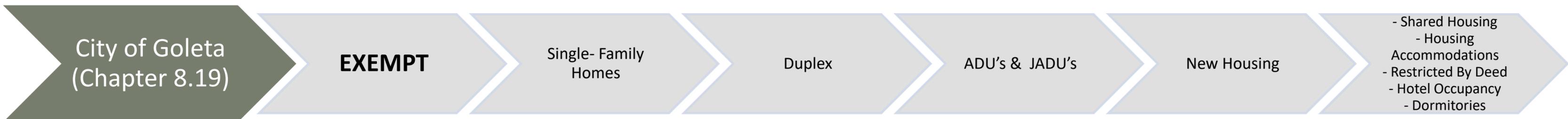
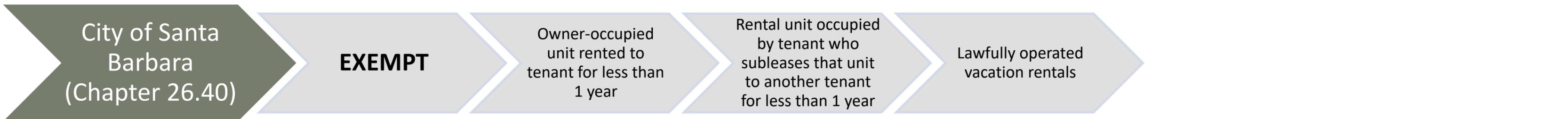
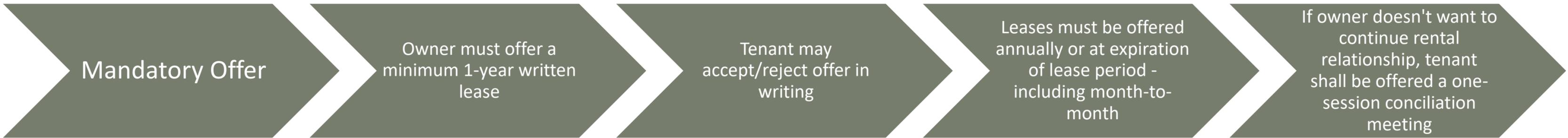
Can accept offer any time after offer from landlord	Tenant can elect to have reporting stop, but may not elect reporting again for at least 6 months	Landlord may charge the lesser of \$10/month or the actual cost of the service, unless no cost occurs
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A landlord cannot terminate a tenancy based on non-payment of the rent reporting charge.

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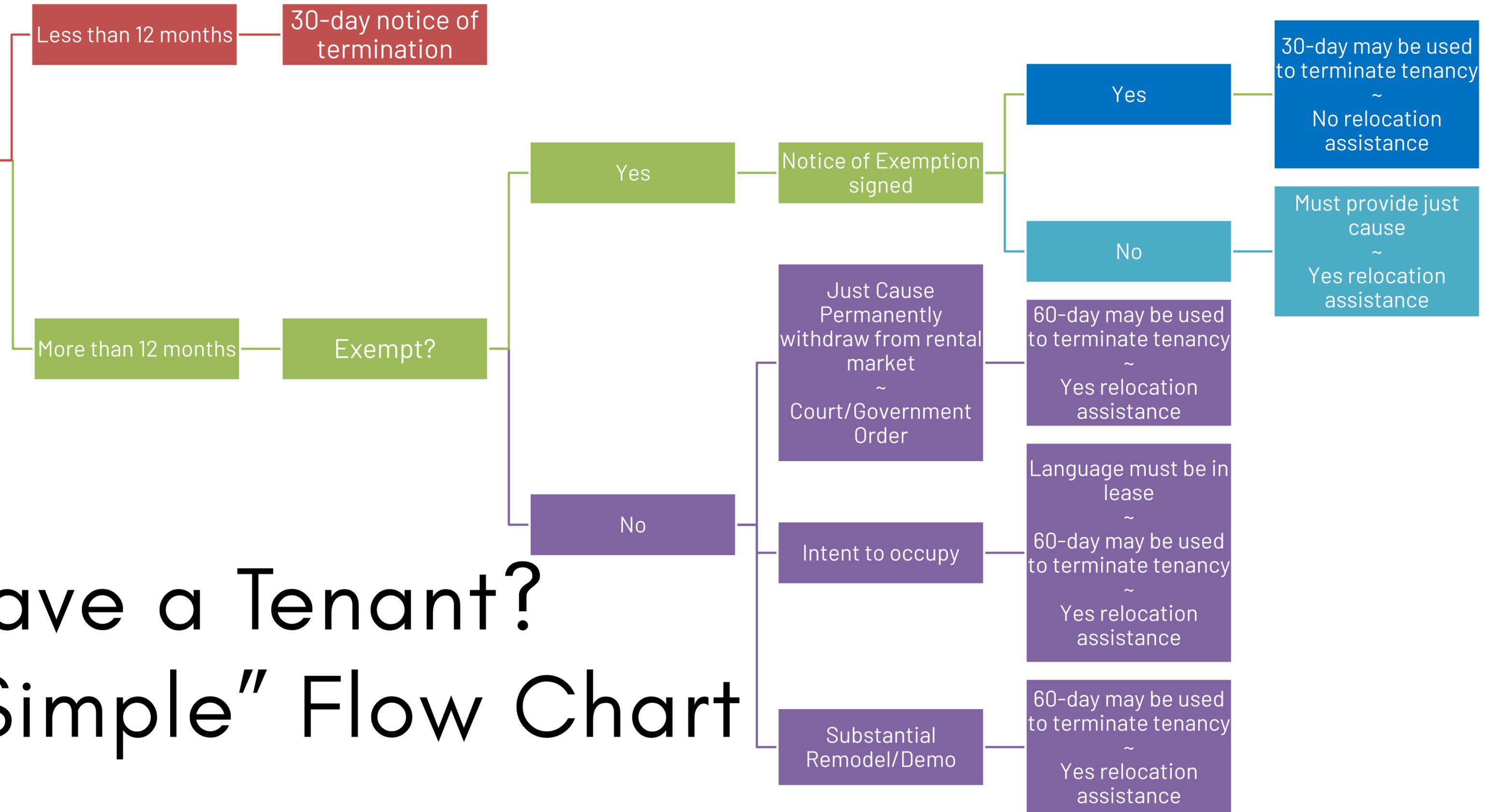
MANDATORY OFFER OF ONE-YEAR RESIDENTIAL LEASE

Goleta, Santa Barbara City, County, Carpinteria



Occupied Unit?

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



Have a Tenant? "Simple" Flow Chart

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

Single-Family Homes

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

01

Duplex

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

02

ADU's & JADU's

03

New Housing

Built within the past 15 years

04

Shared Housing

Bathroom or kitchen is shared
Owner must be principle residence

05

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

06

Restricted By Deed

For very low, low, or moderate income
affordable housing

07

Hotel Occupancy

08

Dormitories

09

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. 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 - At Fault

“normal” eviction - no relocation

REASONS TO EVICT

Goleta, Santa Barbara City, Carpinteria, County

01 Default of rent payment

Committing waste **02**

03 Subletting

Breach of lease **04**

05 Tenant has refused to extend lease

06 Tenant's refusal to allow entry to rental unit (per law)

Nuisance **07**

08 Criminal activity

Using the premises for unlawful purpose **09**

10 Failure to deliver possession of the rental unit

Failure to vacate after termination as an employee, agent or licensee **11**

Just Cause - No Fault

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

**Intent to substantially remodel or
demolish the rental unit**

**Owner complying with an order from a
court or government agency**

04

RELOCATION AMOUNTS

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

(per HUD)

OR

\$7,000

whichever is greater



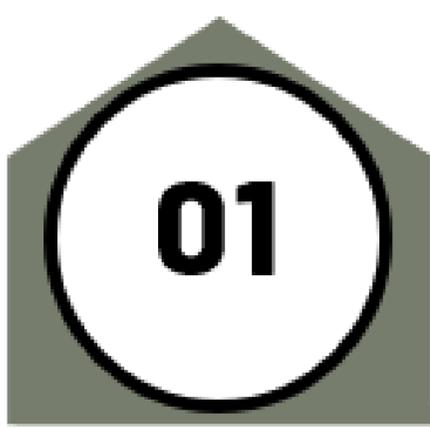
Early Tenant Notice for Just Cause No Fault

Property provider **MAY** elect an early tenant alert notice – additional 60-day notice = ½ payment within 15 calendar days after service of notice and the remaining ½ payment when tenant surrenders possession of the unit.

Early Tenant Notice for

Just Cause No Fault

Property provider **will** give an early tenant alert notice – additional 60-day notice



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)

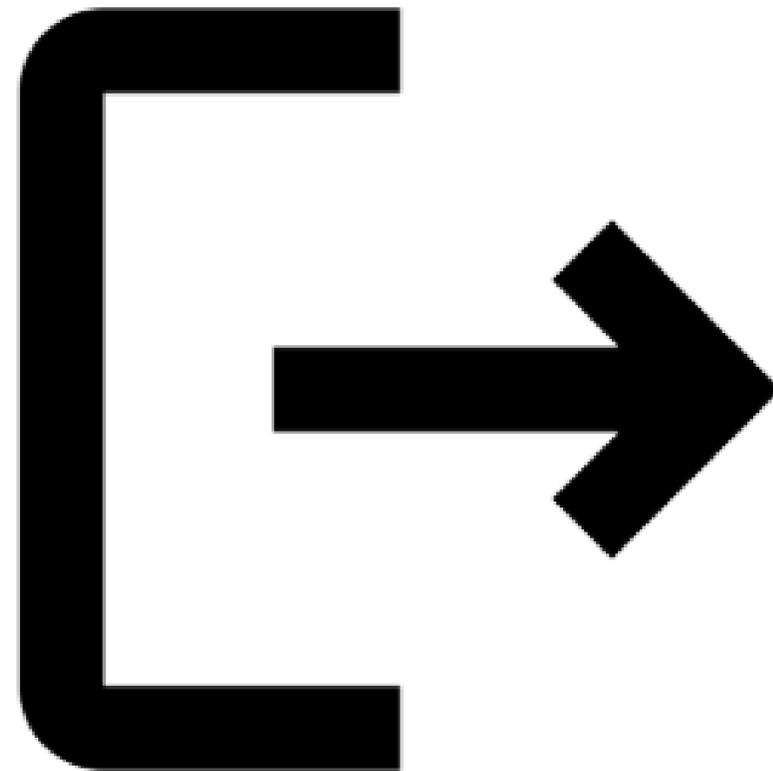
- Intended occupant moves in within 90 days, but dies before 1 year
- Not considered a failure to comply

Withdrawal of the unit from the rental market

02

ELLIS ACT

- Right to withdraw
- Notification to tenants
- Relocation assistance payments
- May choose early tenant alert notice



REMOVAL
FROM MARKET
FOR 5 YEARS
EVEN IF
PROPERTY IS
SOLD

Goleta
Santa Barbara City



Intent to substantially remodel or demolish 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."

INTENT TO TOTALLY DEMOLISH OR TO SUBSTANTIALLY REMODEL THE RENTAL UNIT

City of Santa Barbara

ADDITIONAL DEFINITION

- Tenant shall have a right of first refusal to re-rent the rental unit or a comparable new rental unit at the same property **for a period of two years** following the termination of tenancy
- tenant must keep owner notified of the tenant's contact information

City of Santa Barbara

SUBSTANTIAL REMODEL

- 5+ units **shall not commence** a no-fault just cause eviction for 1 year after acquisition of property.

City of Santa Barbara City of Goleta

RENT CAP UPON RETURN

City of Santa Barbara

2ND CONTRACTOR OPINION

- Written opinion with detailed explanation and **signed under penalty of perjury** from independent construction expert (with License A, B, or B-2) why work cannot be reasonably accomplished with tenant in place for at least consecutive 30 days.
- The person preparing the report cannot be the owner, the contractor working on the property, or anyone financially interested in the work (besides payment for preparation of work).
- The report must be filed with the building permit application.
- Serve the tenants with a copy of the permits along with:
 - a written notice stating the reason for the termination
 - the type and scope of work to be performed
 - why the work cannot be reasonably accomplished in a safe manner with the tenant in place
 - why the work requires the tenant to vacate the residential real property for at least 30 consecutive days
- The copy and notice shall be contained in or served concurrently with the notice of termination

City of Goleta

"SUBSTANTIAL REMODEL RENT PETITION"

- Landlord may request increase in rent by an amount greater than allowed by filing a "Substantial Remodel Rent Petition"
- Subject to tenant election of the right of first refusal

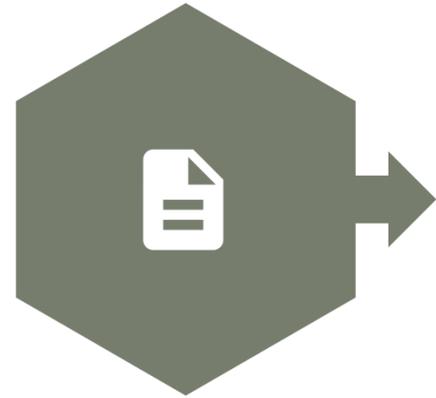
- Re-rental following a no-fault just cause termination for no more than gross rental rate charged for unit at time of the notice **+ 5% + CPI or 10% whichever is lower.**
- Tenant must return to the landlord an affirmative written acceptance of the offer to return to and rent the unit **within 30 days of receipt of the offer.**

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

Goleta, Santa Barbara City, County, Carpinteria

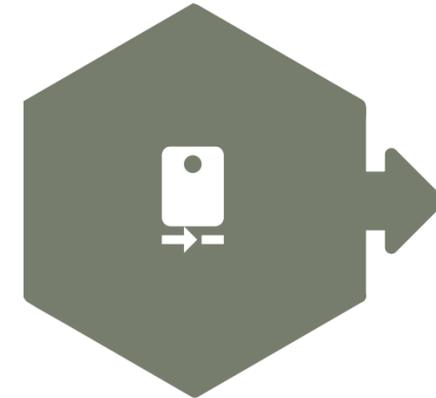
At time of termination

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

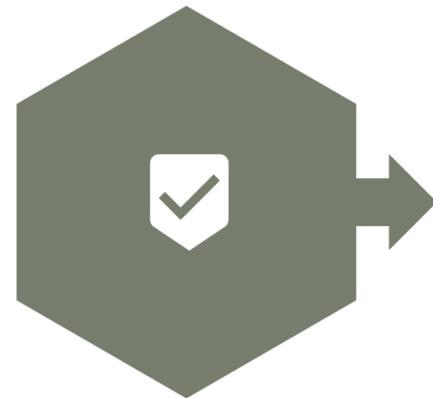


Acceptance of offer

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.

** CITY OF GOLETA **

Tenants displaced for substantial remodels keep the right of first refusal to return under capped rents. However, landlords **may now petition for higher rents to recover remodel costs.**

Permissible Charges for Repairs & Carpet Cleaning IF Reasonably Necessary

Claims for materials or supplies & for work performed by a contractor, landlord, or landlord employee shall be LIMITED to a reasonable amount necessary to restore the premises back to the condition it was in at the inception of the tenancy, EXCLUSIVE OF ORDINARY WEAR & TEAR

The landlord SHALL NOT require a tenant to pay for or assert a claim against the tenant or the security for, professional carpet cleaning or other professional cleaning services, UNLESS reasonably necessary to return the premises to the condition it was in at the inception of the tenancy, EXCLUSIVE OF ORDINARY WEAR & TEAR

**Risk Management
Advise**

Provide written explanation of the costs incurred (effective 1/1/25)

Include photos with explanation. If there is a deduction, include photo & explanation

Do NOT deduct pre-set cleaning fees from security deposit, irrespective of the condition of the unit

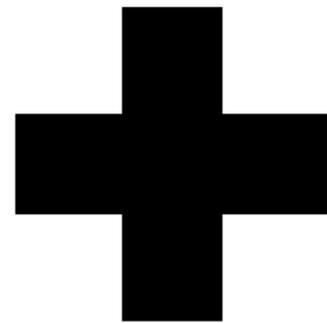
Do NOT require professional cleaning as the only way to avoid a cleaning fee

Unlawful Detainer Answer Period Extended

Per State Law 2025: Goleta, Santa Barbara City, County, Carpinteria

5 Day Answer Period

- 2018 UD law was amended to exclude Saturdays, Sundays, other judicial holidays



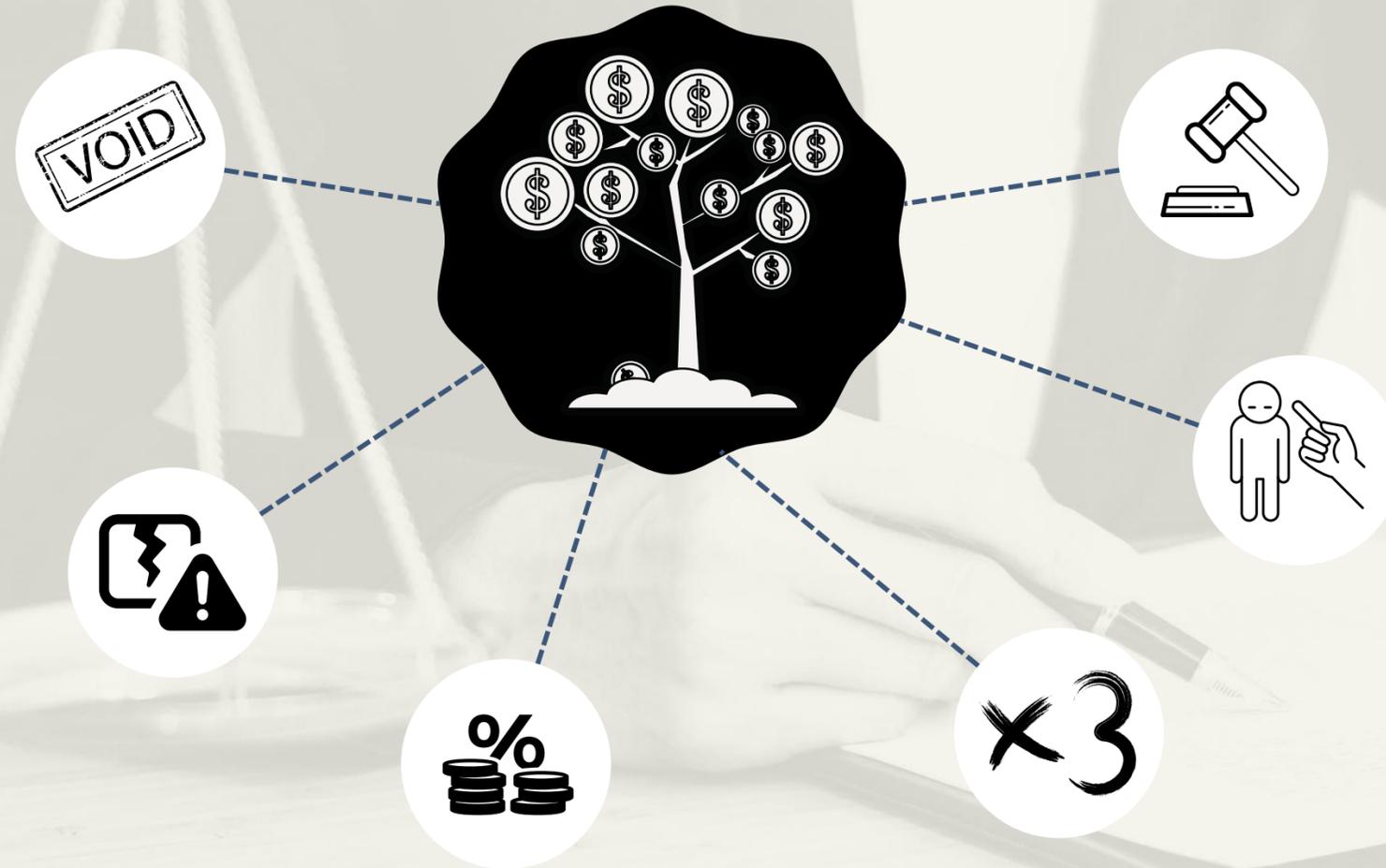
AB 2347 adds 5 Days to Answer Period



10 Day Answer Period for Unlawful Detainer answer period

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

BALCONY INSPECTION LAW

Deadline: Condo's must be completed by January 1, 2025

Multifamily Dwelling must be completed by January 1, 2026

- 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



“Qualified Commercial Tenants” Protections for Small Businesses

Per State Law 2025: Goleta, Santa Barbara City, County, Carpinteria

Definition

Microenterprise

- Business has 5 or fewer employees
- Restaurant with fewer than 10 employees
- Nonprofit organization with fewer than 20 employees

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Time Frame

- **Month-to-month Month-periodic tenancies or shorter**, the tenant has provided the landlord, within the previous 12 months:
 - A written notice that the tenant is a qualified commercial tenant AND
 - A self-attestation regarding the number of employees
- **For leases or longer periodic tenancies**, the tenant has provided the notice and self-attestation before or upon execution of the lease, and annually thereafter

“Qualified Commercial Tenants” Protections for Small Businesses

This law extends to small businesses (“qualified commercial tenants”) certain tenancy rights currently applicable to residential tenancies as follows

Per State Law 2025: Goleta, Santa Barbara City, County, Carpinteria

30 and 90-day notice to increase rent

30 and 60-day notice to terminate tenancy

Translated copy of the lease if negotiated in specified language

Transparency & proportionality are required for fees a landlord may charge a qualified commercial tenant to recover building operating costs

Prohibits a landlord of a commercial real property from charging a qualified commercial tenant a fee to recover building operating costs unless the costs are allocated proportionately per tenant and the qualified commercial tenant is provided supporting documentation (along with several other conditions that must be met).

THANK YOU



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