

Rent Control Chart for California

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Reading Your Rent Control Ordinance

The following chart summarizes the major features of California’s local rent control laws. We recommend you check an ordinance itself and always make sure it hasn’t changed since this chart was printed. In case you are (understandably) intimidated at the prospect of deciphering your city’s ordinance, here are a few hints about reading and understanding rent control ordinances.

Almost all rent control ordinances begin with a statement of purpose, followed by definitions of terms used in the ordinance. If such terms as “rental unit” and “landlord” aren’t defined specifically enough to tell you who and what is covered by the ordinance, another section dealing with applicability of the ordinance usually follows. After that, the ordinance usually sets out the structure and rules of the rent board and will say whether landlords must register their properties with the board. Your ordinance probably then has a section entitled something like “Annual Increases” or “General Rent Ceiling.”

Following the rent sections should be a section on “Individual Adjustments” or “Hardship Adjustments.” This section tells landlords how to get an increase over and above any general across-the-board increase. Finally, any requirement that landlords show “just cause” for eviction should

be found under a section entitled “Just (or Good) Cause for Eviction.” It will contain a list of the permissible reasons for eviction, along with any extra requirements for eviction notices.

To see if the landlord has complied with your city’s rent control ordinance before he or she begins an eviction, check the ordinance for:

- **Registration requirements.** If the landlord is required to register the unit with the rent board but didn’t, you may be able to win an eviction lawsuit.
- **Rent increase restrictions.** Read the individual adjustments section to see if the landlord must apply to the rent board for increases over a certain amount. If so, make sure any rent increases were properly applied for and legal.
- **Special notice requirements.** Check both the general and individual rent adjustment sections, as well as any regulations adopted by the rent board, for special notice requirements for rent increase notices.
- **Just cause requirements.** This is crucial; a landlord can evict only for one of the permissible reasons, and must comply with any additional notice requirements. If a landlord wants to evict tenants in order to demolish the building or simply go out of business, the landlord may do so under the Ellis Act (Gov’t. Code §§ 7060–7060.7), even if this reason isn’t listed in the ordinance.

Finding Municipal Codes and Rent Control Ordinances Online

If you live in a city that has rent control, you should have a current copy of the city's rent control law. You can usually obtain a paper copy from the administrative agency that oversees the workings of the ordinance. It's quicker, however, to read the material online. Most cities have posted their ordinances, as you will see from the

Alameda

<https://alamedaca.gov>

Hover over the "City Hall" link and click on "Key Documents," then "Municipal Code." The Rent Stabilization and Limitation on Evictions Ordinance is under "Chapter VI—Businesses, Occupations and Industries, Article XV. §§ 6-58.10–6-58.200." Information on the Rent Stabilization Program is available at <https://alamedaca.gov/finance/rent-stabilization-program>.

Berkeley

www.ci.berkeley.ca.us

Links to both the Rent Stabilization Board and the Municipal Code are located on the left column of the "Residents" page under "Quick Links." For rent control provisions, see Municipal Code Chapter 13.76 and Article XVII of the City Charter (search for "city charter" on the home page.) The Rent Stabilization Board itself is at www.ci.berkeley.ca.us.

Beverly Hills

www.beverlyhills.org

Go to the "City Government" pull-down menu and then click on "Municipal Code." For rent control provisions, see Title 4, Chapters 5 and 6, of the Municipal Code.

Campbell

www.ci.campbell.ca.us

Click "How do I" then under "View," select "Municipal Code." www.municode.com/library/ca/campbell/codes/code_of_ordinances. For rent control provisions, see Title 6, Chapter 6.09, of the Municipal Code.

list below. Use the Rent Control Chart, which provides detailed, city-by-city analyses, as a guide to your own reading of the law. Keep in mind that ordinances often change and their meaning evolves as rent boards issue regulations and make decisions.

You can also access many cities' municipal codes at the following sites: www.municode.com/library/ca, and <https://igs.berkeley.edu/library/california-local-government-documents/codes-and-charters>.

East Palo Alto

www.ci.east-palo-alto.ca.us

Click "Site Map" at the bottom of the page. The Municipal Code is under the "City Attorney" heading as well as the "City Clerk" heading. The site map also has links to the Rent Stabilization program: www.ci.east-palo-alto.ca.us/index.aspx?nid=459. (Rent control provisions, see Title 14 §§ 14.04.010–14.04.350.)

Emeryville

www.ci.emeryville.ca.us

Hover over the "I Want To..." pull-down and click on the "Read Municipal Code" link. Click on the "+" symbol next to "Title 5 Public Welfare." The Residential Landlord and Tenant Relations Section is Chapter 40 of Title 5.

Fremont

www.fremont.gov

Go to the "Your Government" pull-down menu and click on "Municipal Code." (For Residential Rent Increase Dispute Resolution provisions, see Title IX, Chapter 9, §§ 9.60.10–9.60.120.)

Gardena

www.ci.gardena.ca.us

On the home page, click "Municipal Code" at left. Rent control provisions are in §§ 14.04.010–14.04.290.

To find the Rent Mediation Board page, on the home page move your cursor to "Departments," then move to "City Manager" on the pull-down menu. On the side menu that pops out, click "Rent Mediation."

Glendale

<http://qcode.us/codes/glendale>

Choose Title 9, then click “9.30, Just Cause and Retaliatory Evictions” (Glendale Municipal Codes §§ 9.30.010–9.30.100).

Hayward

www.ci.hayward.ca.us

For the Rent Control Ordinance, go to the City Government’s pull-down menu, move cursor to “Documents,” then click “Hayward Municipal Code.” Finally, choose Ordinance 03-01.

Los Angeles

www.lacity.org

To get to the Los Angeles Municipal Code from the official city website, click the “City Government” link, then the “City Charter, Rules & Codes” box in the center of the menu. Rent control provisions are in Chapter XV.

Los Gatos

www.town.los-gatos.ca.us

Move your cursor to “Government” at left, and then move the cursor to “Town Code,” and click that. Rent control provisions are in Chapter 14, Article VIII.

Mountain View

www.mountainview.gov/depts/comdev/preservation/rentstabilization.asp

Oakland

www2.oaklandnet.com

Under “City Government” on the left, click “Municipal Code and Charter.” Click “Oakland Code of Ordinances.” Choose “Title 8, Chapter 8.22.”

Palm Springs

www.ci.palm-springs.ca.us

The Municipal Code is at <http://qcode.us/codes/palmsprings>. Rent control provisions are in Title 4, Chapters 4.02, 4.04, and 4.08.

Richmond

www.ci.richmond.ca.us

Choose “Municipal Code” on the home page, then choose “Article VII (Businesses), Chapter 7.105.” www.ci.richmond.ca.us/3364/Richmond-Rent-Program.

San Diego

www.sandiego.gov

Choose “City Hall,” then select the “Municipal Code” link. Select “Chapter 9, Article 8, Division 7” (San Diego Municipal Code §§ 98.0701–98.0760.)

San Francisco

<http://sfgov.org>

Rent Board: www.sfgov.org/rentboard or www.sfrb.org

This is the best place online to get rent control ordinance provisions and regulations, maintained by the rent board (click “Ordinances and Regulations”). For the entire collection of city codes, go to the city’s main website at www.sfgov.org. Click on the “View More” link under the “Most Requested” section on the left, then click “Municipal Codes.” On the next page, click “San Francisco Municipal Codes.” From this page, click “San Francisco Administrative Code,” including the Chapter 37 rent control provisions.

San Jose

www.sanjoseca.gov

Click “City Services,” then click “Municipal Code” under the “San Jose Government” heading.

Santa Monica

www.smgov.net, and www.smgov.net/departments/rentcontrol

This city’s rent control laws are in the City Charter, not in the Municipal Code. On the second website above, click “Rent Control Law & Regulations.”

Thousand Oaks

www.toaks.org

This city’s rent control ordinances (755-NS [7/1980], 956-NS [3/1987], and 1284-NS [5/1997]) were never made a part of the Municipal Code, and thus cannot be found in the online Municipal Code. If you’d like to look at the Municipal Code anyway, go to the official city site above. Then click “Government,” then “Municipal Code” from the menu at left.

West Hollywood

www.ci.west-hollywood.ca.us or www.weho.org

To get to the Municipal Code from this city’s official site, click “Municipal Code” under “City Hall.”

Rent Control Rules by California City and County

Alameda

Name of Ordinance

Alameda, California—Code of Ordinances; Chapter VI—Businesses, Occupations and Industries; Article XIV—§§ 6-57.1–6-57.13; City of Alameda Rent Review Ordinance. Article XV §§ 6-58.10–6-58.200; City of Alameda Rent Stabilization and Limitations on Evictions Ordinance.

Adoption Date

Adopted March 1, 2016; effective March 31, 2016. Amended by Measure L1, November 8, 2016. Sunsets on January 1, 2020.

Exceptions

Rentals regulated by federal law or by current regulatory agreements between the landlord and the City, the Housing Authority, or any governmental agency; rentals of 30 days or less; accommodations in hotels, inns, motels, rooming or boarding houses (but not if the same individual occupies more than 30 consecutive days); commercial units; hospitals, convents, convalescent homes, dormitories, mobile homes or lots. (§ 6-58.15Z.)

Administration

The Housing Authority of the City of Alameda
Rent and Community Programs
701 Atlantic Avenue, Alameda, CA 94501
510-747-4346
www.alamedarentprogram.org

Registration

Registration and annual per-unit program fee required.

Vacancy Decontrol

Rent may be increased to any level on rerenting following eviction for nonpayment of rent, as well as after voluntary vacancies. Rent is limited to no more than 5% of the former tenant's rent when the vacancy follows a just-cause eviction.

Just Cause

Required, except for a Notice to Vacate “no cause” termination under CA Civil Code § 1946.1 (See below.)

Other Features

No cap on rent increases, but only one increase may be imposed within any 12-month period. For a rent increase exceeding 5%, the landlord must seek review by the Rent Review Advisory Committee. The committee's decision can then be appealed to a neutral hearing officer. For multi-family units constructed before February 1995, the hearing officer's decision is legally binding; nonbinding for all other units. (§ 6-58.75.)

For a rent increase at or below 5% tenant may request a review by the Rent Review Advisory Committee. The committee's decision is nonbinding. (§ 6-58.70–§ 6-58.135.)

Landlord must give notice of the ordinance and specified informational material to current and prospective tenants. Landlord must offer a one-year lease to an existing tenant upon the first rent increase after enactment of rent control, and to any new tenant thereafter. Landlord must use specific forms for rent increases, terminations, and other actions. Forms can be downloaded from the alamedarentprogram.org website.

The relocation fee equals one month's rent for each year or portion thereof up to a maximum of four months' rent. Landlord must also pay tenant \$1,500 adjusted annually based on the Consumer Price Index (\$1,595 for 2018.) For a no-fault, demolition or withdrawal from market termination, a tenant who has been in the unit for four or more years may remain one additional month beyond the date on which the tenant was required to vacate (capped at four months) for every year or portion of tenancy. The relocation fee is reduced by one month's rent for every month or portion thereof the tenant remains in the unit. (§ 6-58-150.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Notice to Vacate (termination for “no cause” under CA Civil Code section 1946.1).	Landlord cannot increase rent more than 5% on any new tenant and must inform new tenant of rent in effect when prior tenant was served with Notice to Vacate. Landlord must provide the program administrator with a copy of the Notice to Vacate and disclose both the rent in effect when the notice was sent and what any new tenant will pay. A rent increase for a new tenant that exceeds 5% can be penalized; landlord must reduce the rent and reimburse the difference between an allowable rent increase and the rent in effect when the previous tenant was served with Notice to Vacate. For buildings with five or more units, no more than 10% of all units in any month or 25% of all units in any 12-month period can be terminated without cause. For buildings with four or fewer units, the limit drops to one unit in any 12-month period. (§ 6-58.140(A).) Landlord must pay relocation fee. (§ 6-58.140.)
Failure to pay rent.	Landlords must use the ordinary Three-Day Notice to Pay Rent or Quit and give tenants an opportunity to cure within the notice period by either full payment or landlord’s acceptance of partial payment. (§ 6-58.140(B).)
Breach of the lease.	Tenant must be given an opportunity to cure unless conduct is physically threatening or violent. (§ 6-58.140(C).)
Subletting in violation of lease.	Landlord cannot terminate tenancy for addition of a tenant’s child, parent, grandchild, grandparent, or spouse or domestic partner if the number of occupants doesn’t exceed the maximum number of occupants allowed under the Uniform Housing Code and California Health and Safety Code. Tenant must be given 14 days to cure by either removing the unauthorized resident or obtaining the landlord’s agreement to add the occupant. (§ 6-58.140(C).)
Nuisance.	Tenant continues after written notice to commit or expressly permit a nuisance on the unit or common areas. Landlord need not serve notice to cease if tenant’s conduct is illegal, causes substantial damage, or poses an immediate threat to public health or safety. (§ 6-58.140(D).)
Tenant fails to allow landlord reasonable access to unit.	Landlord must provide written notice to cease. (§ 6-58.140(E).)
Owner or designated family member move-in.	Landlord is a natural person (including living trusts and family trusts) with more than a 50% ownership interest in the property; no comparable available unit on property; good-faith intent to move in within 60 days after tenant vacates and to occupy the unit as a primary residence for at least one year. Landlord must also pay a relocation fee. (§ 6-58.140.) If landlord or enumerated relative fails to occupy the unit within 60 days or vacates the unit without good cause short of one year, landlord must offer the unit to vacating tenant for the same rent in effect when tenant vacated. Landlord must pay additional reasonable moving expenses to the extent they exceed the relocation assistance already paid to tenants who return to the unit. (§ 6-58.140(F).)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Demolition and permanent removal of unit from market.	Landlord must obtain all permits prior to eviction and pay relocation fee. (§§ 6-58.140(G); 6-58.150.)
Withdrawal from rental market.	Landlord is withdrawing the unit from the market consistent with Government Code § 7060 et seq., with the intent of permanently exiting the residential rental business. (§ 6-58.140(I).) Landlord must pay relocation fee. (§ 6-58.140.)
Capital improvement plan.	Good-faith termination in order to carry out a capital improvement plan. (§ 6-8.15(D.) Landlord must pay relocation fee. (§ 6-58.150)
Compliance with government agency order to vacate.	Landlord terminates tenancy to comply with a government agency or other order that necessitates vacating the unit. Tenant has right to return at the same rent unless right to occupy has ended. Landlord must pay a relocation fee along with tenant's reasonable expenses incurred moving back into unit, if tenant chooses to do so. (§ 6-58.15(J) and § 6-58.150.)

Alameda County

Name of Ordinance

Alameda County Code of Ordinances
Mandatory Notification of Rent Mediation
Services Ordinance
Chapter 3.68
§§ 3.68.010–3.68.120.

Adoption Date

February 8, 2003.

Exceptions

The ordinance is applicable to “any housing unit offered for rent or lease in the Unincorporated County, provided that such housing unit is on a property that contains three or more housing units, and mobile homes. Mobile homes are subject to this chapter only if a tenant rents the mobile housing unit itself.” (§ 3.68.020(n).)

Administration

Rent Review Program
Alameda County Housing and Community
Development
224 W. Winton Avenue
Room 108
Hayward, CA 94544
510-670-6682
www.acgov.org/cda/hcd

Registration

Not required.

Rent Control/Vacancy Decontrol

Not applicable (ordinance does not regulate rents).

Just Cause

Not required.

Other Features

Either landlord or tenant may seek nonbinding review concerning any rent increase, and may request nonbinding mediation if the proposed rent increase raises rent more than 10%, \$75.00/month, or follows a prior rent increase within the previous 12-month period. (§§ 3.68.050–3.68.060.)

Rent review is initially conducted by phone, and if both parties agree may include two in-person mediation sessions.

A notice of rent increase must also include specified language regarding the availability of rent review and mediation. Failure to comply with the ordinance operates as a complete defense to an unlawful detainer action based on failure to pay any illegal rent increase. (§§ 3.68.050, 3.68.110.)

Berkeley

Name of Ordinance

Berkeley Municipal Code, Title 13
Public Peace, Morals and Welfare: Chapter 13.76,
Rent Stabilization and Eviction for Good Cause
Program, §§ 13.76.010–13.76.190; Chapter
13.77, Requirements, Procedures, Restrictions
and Mitigations Concerning the Withdrawal of
Residential Rental Accommodations from Rent
or Lease, §§ 13.77.010–13.77.090; Chapter 13.79,
Tenant Protections: Automatically Renewing Leases
and Buyout Agreements, §§ 13.79.010–13.79.070.

Adoption Date

Rent Stabilization 6/3/80; Tenant Buyout 3/14/17.

Exceptions

Units receiving a certificate of occupancy after
6/3/80, owner-occupied single-family residences, and
duplexes. (§ 13.76.050.)

Rental units owned (or leased) by nonprofit
organizations that (1) receive governmental fund-
ing and rent such units to low-income tenants, or
(2) provide such units as part of substance abuse
treatment.

Administration

Rent Stabilization Board
2125 Milvia Street
Berkeley, CA 94704
510-981-7368
Fax: 510-981-4910
email: rent@ci.berkeley.ca.us
Website: www.ci.berkeley.ca.us. Click on “Rent
Stabilization Board” under “Quick Links” on
the left-hand side of the page. The “Laws and
Regulations” icon on the Rent Stabilization Board’s
site is the easiest way to view rent control and
eviction rules.

Registration

Required, or landlords cannot raise rent. (The
provision that a tenant can withhold rents if the
landlord fails to register was ruled unconstitutional
in *Floystrup v. Berkeley Rent Stabilization Board*,
219 Cal.App.3d 1309 (1990). Stiff penalties are
imposed for noncooperation. (§ 13.76.080.)

Vacancy Decontrol

State law (CC § 1954.53) supersedes the ordinance.
Upon voluntary vacancy or eviction for nonpayment
of rent, rents may be increased to any level following
such vacancies. Once property is rerented, it is
subject to rent control based on the higher rent.

Just Cause

Required. (§ 13.76.130.) This requirement applies
even if the property is exempt from other rent
control requirements because it qualifies as new
construction or government-owned/operated
housing. Specific good cause to evict must be stated
in both the notice and in any unlawful detainer
complaint.

Other Features

The landlord’s unlawful detainer complaint must
allege compliance with both the implied warranty
of habitability and the rent control ordinance,
except for evictions for remodeling or demolition.
Government-subsidized “Section 8” landlords must
register their units and are subject to the yearly
annual general adjustment if they raise rents above
that set by the Housing Authority.

Berkeley’s Tenant Buyout Ordinance provides
specific tenant protections when the landlord pays
a tenant money or other consideration to vacate
a rental unit. Landlords must also file the signed
buyout agreements with the Rent Board.
(§ 13.79.050.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision.	Three-Day Notice to Perform Covenant or Quit is used. Provision must be “reasonable and legal and ... been accepted by the tenant or made part of the rental agreement.” If the provision was added after tenant moved in, landlord can evict for breach only if tenant was told in writing that he or she did not have to accept the new term. Tenant must be given “written notice to cease,” which precludes an unconditional Three-Day Notice to Quit even if the breach is considered uncorrectable.
Willful causing or allowing of substantial damage to premises and refusal to both pay the reasonable cost of repair and cease causing damage, following written notice.	Even though damage is involved, an unconditional Three-Day Notice to Quit is not allowed. Only a three-day notice that gives the tenant the option of ceasing to cause damage and pay for repair is allowed.
Tenant refuses to agree to rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only if a lease or rental agreement expires of its own terms. No notice is required. However, tenant must have refused to sign a new one containing the same provisions; an improvised notice giving the tenant several days to sign the new agreement or leave is a good idea, even though not required by ordinance or state law.
Tenant continued to be so disorderly as to disturb other tenants, following written notice to cease, or is otherwise subject to eviction under CCP § 1161(4), for committing a nuisance, very seriously damaging the property, or subletting contrary to the lease or rental agreement, unless the landlord has unreasonably withheld consent to sublet where original tenant remains, property is not illegally overcrowded as a result of the subletting, and other requirements are met—see ordinance for details.	Although a warning notice should precede three-day notice based on disturbing neighbors, the three-day notice, according to CCP § 1161(4), may be an unconditional Three-Day Notice to Quit.
Tenant, after written notice to cease, continues to refuse landlord access to the property as required by CC § 1954.	If provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, 30-day notice specifying reason, following written demand for access.
Landlord wants to make substantial repairs to bring property into compliance with health codes, and repairs not possible while tenant remains.	Under state law, eviction for this reason is allowed only if the rental agreement is month to month. Landlord must first obtain all permits required for remodeling. If landlord owns other vacant units in Berkeley, landlord must make them available to the tenant at the same rent. Landlord must give the evicted tenant right of first refusal to reread after remodeling is completed. A tenant given alternate temporary housing may be evicted from the temporary unit upon refusal to move back into the original unit when work is completed. If the repairs on which the eviction was based do not occur within two months of the tenant’s departure, the tenant can sue the landlord to regain possession of property and recover actual damages (at least \$750; or three times the actual damages sustained, whichever is greater, where the landlord’s reason for the delay was willfully false.) (§ 13.76.150.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Landlord wants to demolish property.	<p>Landlord must first obtain a “removal permit.” (Although the ordinance requires “good faith” to demolish, to supposedly prevent removals based on landlord’s dislike of rent control, the state Ellis Act severely limits cities from refusing demolition permits because they suspect landlord is removing due to landlord’s dislike of rent control.)</p> <p>If the demolition on which the eviction was based doesn’t occur within two months of the tenant’s leaving, tenant can sue the landlord to regain possession of the property and recover actual damages (at least \$750; or three times the actual damages sustained, whichever is greater, where the landlord’s reason for the delay was willfully false). (§ 13.76.150.)</p>
Landlord wants to move self, spouse, parent, or child into property, and no comparable vacant unit exists in the property.	<p>Notice must include information about relocation assistance, tenant protections for families with minor children, the name and relationship of intended occupant (for relative move-ins); and must list all Berkeley residential properties in which owner has a 10% or greater ownership interest. Landlord must offer tenant any unit landlord owns in Berkeley that becomes available before the tenant vacates the unit. Tenants are entitled to relocation payments. The landlord or relative must move into unit within three months of the termination and must live in the unit for 36 months.</p> <p>Terminated tenant has the right to re-occupy the unit when the landlord or relative moves out. There is no time limit on this right. After a property’s first move-in eviction, no other unit may be subject to a move-in eviction on that property.</p> <p>Move-in eviction barred in any of these situations: (1) Landlord has less than a 50% ownership interest in the property; 2) landlord owns an available comparable unit in Berkeley; 3) where landlord has at least a 10% ownership interest in five or more Berkeley units and tenant has lived on the property for at least five years; or 4) where landlord has at least a 10% ownership interest in four or more Berkeley units and tenant is at least 60 years old or disabled (“protected tenant”), and has lived on the property for five years or more.</p> <p>However, these restrictions do not apply (move-in allowed) when all the landlord’s Berkeley units are occupied by protected tenants and a proposed relative is also a protected tenant; or landlord who wishes to occupy is also protected and has owned the property for five years or more. (§ 13.76.130.)</p>
Tenant, after written notice to cease, continues to conduct illegal activity on the premises.	Although a warning notice should precede a three-day notice based on illegal activity, the three-day notice, according to CCP § 1161(4), may be an unconditional Three-Day Notice to Quit.
Landlord wants to move in him- or herself, and has lived there previously, and lease or rental agreement specifically allows for this.	Termination procedure must be in accordance with lease provision. Thirty days’ written notice is required to terminate month-to-month tenancy unless agreement provides for lesser period as short as seven days.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
<p>Landlord wants to go out of rental business under state Ellis Act.</p>	<p>Tenants must be given 120 days' notice, increasing to one year for tenants who are disabled or 62 years of age or older. Tenants must receive a \$15,000 relocation payment divided equally among all tenants in the unit, with an additional \$5,000 for low-income, disabled, and elderly tenants, families with minor children; or tenancies that began prior to 1999.</p> <p>If the unit is re-rented within ten years of the withdrawal date, displaced tenants may re-occupy on substantially the same terms as the former tenancy. Rents on the property will be regulated for the next five years (even if the landlord later cancels the Ellis notice). (§ 13.76.130.)</p>

Beverly Hills

Name of Ordinance

Beverly Hills Municipal Code Title 4
Regulation of Certain Types of Businesses and
Activities: Chapter 5, Rent Stabilization, Part I,
§§ 4-5-101–4-5-104; Chapter 6, Rent Stabilization
Part II, §§ 4-6-0–4-6-12.

Adoption Date

4/27/79. Last amended 5/5/17.

Exceptions

Units constructed after 10/20/78, units that rented
for more than \$600 on 5/31/78, single-family
residences, rented condominium units. (§ 4-5.102.)

Administration

Community Presentation Rent Stabilization
455 North Rexford Drive
Beverly Hills, CA 90210
310-285-1031
Website: www.beverlyhills.org/rent

Registration

Owners of multifamily buildings must register
all units with the city and must reregister when a
rental unit is rerented after a vacancy. Owners not
in compliance cannot impose annual general rent
increases.

Vacancy Decontrol

Rents may be increased to any level on rerenting
following eviction for nonpayment of rent, as well
as for voluntary vacancies.

Once property is rerented, it is subject to rent
control based on the higher rent.

Just Cause

Required for units other than those that rented
for more than \$600 on 5/31/78; for these units, a
month-to-month tenancy may be terminated only on
60 days' notice, however. (§§ 4-5-501–4-5-513.)

Other Features

Though not required by the ordinance, termination
notice should state specific reason for termination;
this indicates compliance with ordinance, as called
for in Item 13 in the unlawful detainer complaint.
Landlord is required to pay tenant substantial
relocation fee if evicting to move in self or relative,
or to substantially remodel, demolish, or convert to
condominiums. Landlord may increase rent only
once every 12 months, and annual rent increases
are limited to 3% or indexed to the Consumer
Price Index, whichever is higher. (§ 4-6-3.)
Landlords may increase rents above the limit by
showing increases are necessary for a fair and just
return on investment. (§ 4-6-11.)

For no-cause evictions, landlords must pay
relocation fees, adjusted periodically. In lieu of
relocation fees, landlords may relocate tenants to
comparable units, and be responsible for only the
actual costs of relocation, up to the maximum due
by law. (§ 4-6-09.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision, following written notice to correct problem.	Three-Day Notice to Cure Covenant or Quit is used. The tenant must be given “written notice” of the breach, which precludes an unconditional Three-Day Notice to Quit, even if the breach is uncorrectable.
Commission of a legal nuisance (disturbing other residents) or damaging the property.	Unconditional Three-Day Notice to Quit may be used.
Tenant is using the property for illegal purpose. This specifically includes overcrowding as defined in ordinance based on number of bedrooms and square footage.	Unconditional Three-Day Notice to Quit may be used.
Tenant refuses, after written demand by landlord, to agree to new rental agreement or lease on expiration of prior one, where proposed agreement contains no new or unlawful terms.	This applies when a lease or rental agreement expires of its own terms. The ordinance requires the landlord to have made a written request for renewal or extension at least 30 days before the old one expired.
Tenant has refused the landlord reasonable access to the property as required by CC § 1954.	If access provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, 30-day notice specifying reason, following written demand for access to property.
Fixed-term lease has expired, and person occupying property is subtenant not approved by landlord.	Eviction is allowed on this basis only if person living there is not original tenant or approved subtenant. If lease has not expired and contains no-subletting clause, Three-Day Notice to Quit to evict for breach of lease.
Landlord wants to move self, parent, or child into property, and no comparable vacant unit exists in the property. In multiple-unit dwelling, landlord can evict only the most recently moved-in tenant for this reason.	Landlord must give tenant 90-day notice that states the name, relationship, and address of person to be moved in, and a copy of the notice must be sent to the city clerk. Landlord must also pay tenant(s) a “relocation fee” of up to \$12,394, depending on the length of tenancy and the size of unit. The fee must be paid when the tenant leaves, or tenant can sue landlord for three times the fee plus attorneys’ fees. (§ 11-7.05.) Landlord does not have to pay fee if tenant fails to leave at end of 90-day period or pays to relocate tenant to comparable housing elsewhere. Disabled tenants or tenants who are sixty-two (62) years of age or older and who have lived in a unit for at least one year prior to the required date of notice are entitled to a one-year notice period plus an additional \$2,000 relocation fee. (§ 4-5-513(C)(6).)
Employment of resident manager has been terminated and the property is needed for occupancy by the new manager.	This type of eviction is not covered in this book because the question of what notice is required is extremely complicated, depending in part on the nature of the management agreement. You should seek legal advice.
Landlord wants to demolish property or convert to condominiums, or otherwise remove property from rental market.	Landlord must first obtain removal permit from city. For substantial remodeling, tenant gets right of first refusal when work done. Landlord must give tenant 90 days’ notice (§ 4-5-511). Landlord must also either pay tenants the actual costs of relocating to a comparable unit or a “relocation fee” of up to \$12,394, depending on the length of tenancy and the size of unit. (§ 4-5-511.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Landlord wants to substantially remodel property.	Landlord must first obtain removal permit from city. For substantial remodeling, tenant gets right of first refusal when work done. Landlord must give tenant one year's notice. Landlord must also either pay tenants the actual costs of relocating to a comparable unit or a "relocation fee" up to \$12,394 (where the tenant is a senior citizen, handicapped or terminally ill), depending on the length of tenancy and the size of unit. The fee must be paid when the tenant leaves, or tenant can sue landlord for three times the fee plus attorneys' fees. Landlord does not have to pay fee if tenant fails to leave at end of 90-day period. Notice, if not accompanied by fee, must inform tenant of fee amount and that it is payable when the tenant vacates. The notice cannot be given until city approval of the project is obtained, and a copy of the notice must be sent to the city clerk. Landlord must petition board for permission and in some cases must provide replacement housing during remodeling.
The person in possession of the unit at the end of the rental term is a subtenant who was not approved by the landlord. (§ 4-5-508.)	Unconditional Three-Day Notice to Quit may be used.

Burbank

Name of Ordinance

Burbank Municipal Code Division 10
Residential Condominium Conversions, Community
Apartment or Stock Cooperative Projects.
§ 10-1-668: Tenants' Rights.

Adoption Date

July 13, 1991.

Administration

Burbank Housing Authority
Unit 2
150 North 3rd Street
Burbank, CA 91502
818-238-5160
www.burbankca.gov

Registration

Owners must notify tenants at least 60 days prior to submitting conversion project applications and tentative tract maps to the city. Copies of served notices along with notarized statements and proofs of service must be submitted with tentative tract filings. (§ 10-1-668.)

Rent Control

Not applicable (ordinance does not regulate rents).

Just Cause

Landlords must give tenants at least 180-days' notice before ending tenancies for any condominium conversion or related project, and provide \$2,500 in relocation assistance per unit to affected residents. Households with disabled tenants are eligible for an additional \$2,500 per unit. Landlords must also give affected tenants exclusive rights to purchase converted units upon completion, and disabled tenants choosing to purchase are entitled to landlord-funded mobility improvements. (§ 10-1-668.)

Camarillo

Name of Ordinance

City of Camarillo
 Title 10—Public Peace and Welfare
 Section V—Consumer Protection
 Chapter 10.50 Rent Review Mediation
 §§ 10.50.010–10.50.080.

Adoption Date

2/24/16.

Exemptions

Applies to residential rental complexes with five or more units. (Camarillo Mun. Code § 10.50.020.)

Administration

City of Camarillo
 610 Carmen Drive
 P.O. Box 248
 Camarillo, CA 93011
 805-388-5315
www.cityofcamarillo.com

Registration

Not required.

Rent/Vacancy Decontrol

Rent may be set at market levels. Rent Review Mediation Commission provides voluntary nonbinding mediation of rent increases.

Just Cause

N/A.

Other Features

A rental complex tenant who receives notice of a proposed rent increase may request mediation by the Rent Review Mediation Commission. If the increase affects 25% or more tenants with nonfixed-term leases over the next 12 months, the review request must be signed by at least five affected tenants. Owners must post a notice of the availability of the rent review mediation forum on the property and include it with every rent increase to nonfixed-term tenants. (Camarillo Mun. Code §§ 10.50.020–10.50.080.)

Campbell

Name of Ordinance

Campbell Municipal Code
Title 6, Ch. 6.09 §§ 6.09.010–6.09.190.

Adoption Date

1983. Last amended 12/98.

Exemption

Rental units on lots with three or fewer units
(§ 6.09.030(n).)

Administration

Campbell Rental Dispute Program
1055 Sunnyvale-Saratoga Road, #3
Sunnyvale, CA 94087
888-331-3332
Websites: www.ci.campbell.ca.us. The general city site includes the Municipal Code. The site for the Rental Dispute Program is www.housing.org/tenant-landlord-assistance/mandatory-mediation.

Registration

Not required.

Individual Adjustments

Tenants affected by an increase can contest it by filing a petition within 45 days after notice of increase or notice to quit, or 15 days from effective date of rent increase or notice to quit, whichever is later, or lose the right to object to the increase. Disputes raised by tenant petition are first subject to “conciliation,” then mediation. If those fail, either party may file a written request for arbitration by city Fact Finding Committee. Committee determines whether increase is “reasonable” by considering costs of capital improvements, repairs, maintenance, and debt service, and past history of rent increases. However, the committee’s determination is not binding. (§§ 6.09.050–6.09.150.)

Vacancy Decontrol

No restriction on raises after vacancy.

Eviction

Ordinance does not require showing of just cause to evict, so three-day and 30-day notice requirements and unlawful detainer procedures are governed solely by state law.

Just Cause

Not required.

Other Features

Rent increase notice must state: “Notice: Chapter 6.09 of the Campbell Municipal Code provides a conciliation and mediation procedure for property owners and tenants to communicate when there are disputes over rent increases. (Rent increases can include a significant reduction in housing services.) To use this nonbinding procedure, the tenants shall first make a reasonable, good-faith effort to contact the property owner or the property owner’s agent to resolve the rent increase dispute. If not resolved, the tenant may then file a petition within 45 calendar days of this notice or 15 calendar days following the effective day of the increase, whichever is later. There may be other tenants from your complex receiving a similar rent increase, in which case, the petitions will be combined. For more information you should contact the City’s designated Agent at 408-243-8565. Petitioning for conciliation cannot guarantee a reduction in the rent increase.”

Note. Because this ordinance does not provide for binding arbitration of any rent increase dispute, it is not truly a rent control ordinance. Compliance with any decision appears to be voluntary only.

City of Commerce

Name of Ordinance

City of Commerce
Ordinance No. 689 “An Interim Urgency Ordinance of the City Council of the City of Commerce, California,” and “Ordinance of the City of Commerce, California, Extending Interim Ordinance No. 689.”

Adoption Date

March 20, 2018 for a period of one year, or until a permanent rent control ordinance is enacted, whichever occurs first.

Exemptions

Multifamily properties with three or fewer units; rent increases imposed prior to July 17, 2017; units receiving a certificate of occupancy after 2/1/95; owner-occupied single-family residences and condominiums; motels, inns, rooming and boarding houses occupied for less than 30 days; hospitals, convents, monasteries, extended-care facilities, college dormitories; rental units owned or subsidized by government agencies; any units exempt under Costa-Hawkins. (§ 4.)

Administration

City of Commerce
2535 Commerce Way
Commerce, CA 90040
323-722-4805
www.ci.commerce.ca.us

Registration

Not required.

Vacancy Decontrol

Rent may be set at any level for new tenancies.

Just Cause

Just cause required, including “... failure to pay rent, a substantial breach of a material term of the rental agreement, and nuisance.” (§ 3(2).)

Other Features

Rent increase may not exceed 3% per 12-month period. (§ 3(1).) Violations “... result in the same penalties applicable to land use violations that are prescribed in the Commerce Municipal Code.” (§ 6.)

Concord

Name of Ordinance

Concord Municipal Code
Residential Rent Review Program
Chapter 19.40
§§ 19.40.10–19.40.100.

Adoption Date

May 23, 2017.

Exemption

Applies to all rental properties with three or more units. Excludes duplexes, single-family rental homes, accessory dwellings, junior accessory dwelling units, mobile homes, rented condominiums, triplexes with one owner-occupied unit, hotels, boarding houses, transient accommodations, dormitories, and government-owned, -operated or -subsidized rental units. (§ 19.40.040(a).)

Administration

City of Concord Housing Division
Concord Administration Building
1950 Parkside Drive MS/10A
Concord, CA 94519
925-671-3387
Sophia.Sidhu@cityofconcord.org
www.cityofconcord.org/Housing

Registration

Not required.

Rent Regulation

Three-step nonbinding Residential Rent Review Program mediation/arbitration process for rent increases exceeding 10% over a consecutive 12-month period. Participation is voluntary for tenants, but mandatory for landlords. Either tenants or landlords can initiate the review process.

Just Cause

Ordinance does not require showing of just cause to evict.

Other Features

Although neither party is required to reach agreement under the review process, a landlord's failure to participate in good faith voids the notice of rent increase. (§ 19.40.040(e).)

Landlords must include a City of Concord Notice of Availability of Rent Review with every notice of rent increase, irrespective of the increase amount or the increase is invalid.

East Palo Alto

Name of Ordinance

East Palo Alto, California Code of Ordinances
Title 14—Housing: Chapter 14.02—Tenant
Protections, §§ 14.02.010–14.02.170; Chapter
14.04—Rent Stabilization and Just Cause for
Eviction Ordinance, §§ 14.04.010–14.04.250.

Adoption Date

Tenant Protections 5/6/14; Rent Stabilization
06/08/2010. Last amended 11/8/16.

Exception

With respect to all aspects of the ordinance except
just cause evictions, units constructed after 1/01/88,
single-family homes, units in owner-occupied two-
and three-unit properties, and certain nonprofit units.
As noted, all landlords are subject to the ordinance’s
just cause eviction restrictions. (§§ 14.04.050,
14.04.160.)

Administration

Rent Stabilization Board
2415 University Avenue
East Palo Alto, CA 94303
650-853-3100
Website: www.ci.east-palo-alto.ca.us. This is the
general city site with access to the Municipal Code.

Registration

Required.

Vacancy Decontrol

State law (CC § 1954.53) supersedes the ordinance.
Upon voluntary vacancy or eviction for nonpayment
of rent, rents may be increased to any level following
such vacancies. Once property is rerented, it is
subject to rent control based on the higher rent.

Just Cause

Required. This aspect of the ordinance applies even
to new construction, which is otherwise exempt.
Specific just cause to evict must be stated both in
the notice and in any unlawful detainer complaint.

Other Features

Yearly rent increases are limited to 80% of the
percentage increase in the Consumer Price Index
(CPI). The overall rent increase, including the CPI-
based rent adjustment and banked rent increases,
may not exceed 10% in any twelve-month period.
(§§ 14.04.040, 14.04.090–100.)

Landlord’s complaint must allege compliance
with both the implied warranty of habitability and
the rent control ordinance, except for evictions for
remodeling or demolition.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision, following written notice to cease.	Three-Day Notice to Cure Covenant or Quit is used. Provision must be reasonable and legal and been accepted by the tenant or made part of the rental agreement. If the provision was added after the tenant first moved in, the landlord can evict for breach only if the tenant was told in writing that he or she didn’t have to accept the new term. Ordinance forbids use of an unconditional notice.
Willful causing or allowing of substantial damage to premises and refusal to both pay the reasonable cost of repair and cease causing damage, following written notice.	Even though damage is involved, an ordinary unconditional Three-Day Notice to Quit is not allowed. Only a three-day notice that gives the tenant the option of ceasing to cause damage and pay for the costs of repair, as demanded by the landlord, is allowed.
Tenant refuses to agree to rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required. However, an improvised notice giving the tenant several days to sign the new agreement or leave is a good idea.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
<p>Tenant continues to be so disorderly as to disturb owner, other tenants, or owners or residents of adjacent property—including by violating state and federal criminal law—following written notice to cease.</p>	<p>Even if the tenant is committing a legal nuisance for which state law would allow use of a Three-Day Notice to Quit, ordinance requires that three-day notice be in conditional “cease or quit” form.</p>
<p>Tenant, after written notice to cease, continues to refuse the landlord access to the property as required by CC § 1954.</p>	<p>If provision is in lease, use three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, a 30-day notice specifying reason, following written demand for access to property.</p>
<p>Landlord wants to make substantial repairs to bring property into compliance with health codes, and repairs not possible while tenant remains.</p>	<p>Under state law, eviction for this reason is allowed only if rental agreement is month to month. Thirty-day notice giving specific reason must be used. Landlord must first obtain all permits required for the remodeling, must provide alternative housing for the tenant if he or she has other vacant units in city, and must give evicted tenant right of first refusal to rerent after remodeling is finished. (Tenant given alternate housing may be evicted from it if he or she refuses to move into old unit after work is completed. § 14.04.290.A.10.)</p>
<p>Landlord wants to demolish property.</p>	<p>Under state law, allowed only if rental agreement is month to month. Landlord must provide 120-day notice. If the unit is leased again within two years, displaced tenant may bring an action against landlord for actual and exemplary (punitive) damages. The city may also institute a civil proceeding for exemplary damages. If displaced tenant advises owner in writing within 30 days of displacement of his or her desire to rerent the unit, landlord must offer the unit to the displaced tenant on terms that are substantially equivalent to the original lease, before renting to anyone else.</p> <p>For five years following either notice of or actual withdrawal from market, the unit can be offered only at the lawful rent in effect at the time any notice of intent to withdraw the accommodations was filed with the city, plus annual adjustments, and must first be offered to the previously displaced tenants. For ten years, landlord must notify displaced tenant if unit is back on the market, and offer to lease unit to displaced tenant. (§ 14.08.040.)</p> <p>If demolished unit is replaced and again offered for lease within five years of the date of withdrawal, the displaced tenant has the right to return. The unit will be subject to the ordinance, and the city can set a fair rent level. Rent levels for subsequent tenancies are also subject to Civil Code Section 1954.50 et seq., (the Costa-Hawkins Rental Housing Act.) (§ 14.08.045.)</p>
<p>Landlord wants to move self, spouse, parent, grandparent, child, or grandchild into property.</p>	<p>Under state law, eviction for this reason is allowed only if rental agreement is month to month. Landlord must use a thirty-day notice, giving specific reason(s) and specifying name and relationship of person moving in.</p> <p>If the owner or relative move-in on which eviction was based does not occur within two months of the tenant’s leaving or is not maintained for at least twelve months, tenant can sue landlord to regain possession of property and recover actual damages. Tenants who prove intentional misrepresentation are entitled to treble damages or \$5,000, whichever is greater. (§ 14.04.180(C).)</p>

Emeryville

Name of Ordinance

Emeryville Municipal Code
Chapter 40, Title 5: Residential Landlord and
Tenant Relations. (§§ 5-40.01–5-40.08.)

Adoption Date

12/06/2016, effective 04/01/2017.

Exception

Owner-occupied residences with two or fewer rooms rented; nonprofit cooperative housing and licensed social service facilities; units where the rent is regulated by state or federal government; hotels, motels, lodging houses, and rooming houses; units rented or leased for less than 30 days; mobile homes. (§ 5-40.02.)

Administration

City of Emeryville City Clerk
1333 Park Avenue
Emeryville, CA 94608
www.ci.emeryville.ca.us

Registration

All landlords must submit an annual Rent Program Registration Form and pay a fee for each rental unit owned.

Lease Termination/Just Cause

In addition to the specific grounds set forth below, landlord must allege possession of a valid business license, that tenant was provided a Notice of Tenant Rights pursuant to § 5-40.07 and a Notice of Termination of Tenancy as required by § 5-40.08, and that landlord refused further payment of rent as specified in California Civil Code §§ 1945, 1946, and 1946.1.

Other Features

Notice of Tenant Rights pursuant to § 5-40.07 must be provided to all new and renewing tenants and must accompany any Notice of Termination of Tenancy (see above).

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Failure to pay rent.	Tenant failed to pay rent within three days of receiving written notice from the landlord demanding payment in accordance with California Code of Civil Procedure § 1161.2. (§ 5-40.03(e)(1)(a).)
Breach of rental contract (tenant violated a material term of the rental agreement).	(§ 5-40.03(e)(1)(b).)
Tenant illegal activities.	Tenant has used the unit for an illegal purpose, including unlawful distribution of a controlled substance or the unlawful use, manufacture, or possession of weapons and ammunition as contemplated by the California Civil Codes. (§ 5-40.03(e)(1)(c).)
Violations of city Health and Safety Code.	Tenant created or is maintaining a dangerous and unsanitary condition as defined in the Emeryville Municipal Code, and that condition has not been promptly abated or repaired. (§ 5-40.03(e)(1)(d).)
Failure to allow landlord access following proper notice.	Tenant must be provided notice under California Civil Code § 1954. (§ 5-40.03(e)(1)(e).)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Tenant rejected a written lease extension.	Tenant failed to execute a written extension of an existing rental agreement that was substantially and materially the same as the original rental agreement. (§ 5-40.03(e)(1)(f).)
Tenant violated occupancy restrictions.	Tenant allowed long-term occupancy by one or more unapproved occupants, but only when those occupants cause the number of persons living in the unit to exceed two-persons per bedroom plus one in the unit. (§ 5-40.03(e)(1)(g).)
Landlord returning from temporary absence (“sabbatical”) to occupy unit.	Landlord temporarily leased a single covered unit for up to six months, when that unit qualified as an owner-occupied residence during the calendar year prior to the temporary rental. The landlord must intend to return to the unit as his or her primary residence to requalify the unit as an Owner-Occupied Residence for the calendar year after the conclusion of the temporary rental. If the unit does not qualify as an Owner-Occupied Residence following the conclusion of the temporary rental, the tenant has the right to return. (§ 5-40.03(e)(1)(h).)
Landlord returning from deployment.	Landlord leased out the entire unit during landlord’s armed forces deployment and is returning immediately to the covered unit as his or her residence at the end of deployment. (§ 5-40.03(e)(1)(i)).
Landlord condominium conversion.	Landlord is converting the unit to a condominium in accordance with the Emeryville Municipal Code. Must provide tenant(s) with relocation assistance payment under § 9-6.706 of the Emeryville Municipal Code. (§ 5-40.03(e)(1)(j).)
Permanent demolition or removal.	Landlord is demolishing or otherwise permanently removing the unit from residential rental use. (§ 5-40.03(e)(2)(a).)*
Landlord move-in.	Landlord or landlord's parent or child will imminently move into and use the unit as a permanent residence no less than ten months of any calendar year, for no less than two years from the termination of tenancy. (§ 5-40.03(e)(2)(b).)*
Unit temporarily unfit for human habitation.	Unit is being temporarily removed from the rental market because it is not currently fit for human habitation, but will be repaired and returned to the rental market. (§ 5-40.03(e)(2)(c).)*
Substantial renovation.	Unit must be temporarily removed from the rental market because planned capital improvements or necessary rehabilitation will make it temporarily uninhabitable. Landlord must obtain all necessary permits and diligently complete the permitted work in order to promptly return the unit to the rental market. (§ 5-40.03(e)(2)(d).)*
* These "no fault" evictions entitle the tenant to relocation assistance and the right of return. (§ 5-40.03(e)(2).)	

Fremont

Name of Ordinance

City of Fremont Rent Review Ordinance
Fremont Municipal Code, Title III, Chapter 9.60.
§§ 960.010–960.130.

Adoption Date

7/22/97, last amended 10/03/17.

Exception

None. Ordinance applies to “any housing unit offered for rent or lease in the city consisting of one or more units.” (§ 9.60.020.)

Administration

Project Sentinel
39155 Liberty Street, #D440
Fremont, CA 94538
510-574-2270
Fax: 510-574-2275
Website: <http://housing.org/tenant-landlord-assistance/mandatory-mediation>

Registration

Not required.

Rent Formula

The Rent Review Program provides for a review and, if necessary, a formal hearing for any proposed rent increase exceeding five percent in any 12-month period. Landlord must respond to Mediation Services within two business days. Board will void the increase notice if it finds that the landlord did not participate in good faith in conciliation, mediation, and/or fact-finding proceedings. (§§ 9.60.050, 9.60.060.) Unless otherwise agreed to by the parties in writing, only one rent increase is allowed in any 12-month period. (§ 9.60.040(e).)

Individual Adjustments

Tenants affected by an increase can contest it by contacting Mediation Services within 15 calendar days. Disputes raised by tenant request are first subject to conciliation, then mediation. If those fail, either party may file a written request for determination of the dispute by a fact-finding

panel. This panel determines if the increase is reasonable by considering costs of capital improvements, repairs, existing market rents, return on investment, and the Oakland/San Jose All Urban Consumer Price Index. Panel’s decision is not binding, but if landlord fails to appear or fails to participate in good faith in conciliation, education, or fact-finding process, that “shall void the notice of rent increase for all purposes.” (§§ 3-1925(g), 1930(e), 1935(l).)

Rent Increase Notice Requirements

Landlords are encouraged to provide at least 90 calendar days’ notice of any rent increase. Notices of rent increase will be invalid unless they contain the specific language set out in § 9.60.040. Notices seeking an increase exceeding five percent must also include a statement setting forth the reason for the rent increase. (§§ 9.60.030 & 9.60.040.)

All tenants, on moving in, must be provided a notice informing them of the dispute resolution programs, and that they can receive a copy by calling the City Office of Neighborhoods at 510-494-4500.

Vacancy Decontrol

No restriction on raises after vacancy.

Eviction

Ordinance does not require showing of just cause to evict, so three-day and 30-day notice requirements and unlawful detainer procedure are governed solely by state law.

Note. Because this ordinance does not provide for binding arbitration of any rent increase dispute, it is not a true rent control ordinance. Compliance with any decision appears to be voluntary, except that if a city mediator or fact finder rules the landlord has failed to appear or act in “good faith” in any conciliation, mediation, or fact-finding proceeding, the rent increase notice can be ruled invalid. In this respect, the ordinance could, under certain circumstances, act as a sort of mild rent control.

Gardena

Name of Ordinance

Gardena Municipal Code, Title 14 Housing: Chapter 14.04, Residential Rent Mediation and Arbitration, §§ 14.04.010–14.04.300; Chapter 14.08—Tenant Displacement and Relocation Fees, §§ 14.08.010–14.08.060.

Adoption Date

4/1987. Last amended 2016.

Exception

None. Ordinance applies to “any rental unit.” (§ 14.04.020.)

Administration

Gardena Rent Mediation Board
1700 W. 162nd Street
Gardena, CA 90247
310-217-9503
Website: www.ci.gardena.ca.us/Departments/CityManagers/rentmediation.html

Registration

Not required.

Vacancy Decontrol

Landlord may charge any rent after tenant vacates. This is a mediation/arbitration ordinance that allows tenants to contest rent increases, not the initial rent charged.

Just Cause

Not required. However, with some exceptions, tenants are entitled to a per-unit relocation assistance fee of \$3,000 where they face eviction due to “demolition or removal of a multiple-family residential rental facility, or a condominium conversion or other land use change affecting residential rental property.” (§§ 14.08.010–14.08.060.)

Other

Where a rent increase notice increases the rent to more than 5% over what was charged in the past 12 months, the notice must notify the tenant of the right to have the city Rent Board mediate the increase, by filing a petition within ten business days. If landlord fails to attend mediation or produce documents on request, Rent Board can disallow the increase. If mediation fails, the matter goes to binding arbitration.

Glendale

Name of Ordinance

Just Cause and Retaliatory Evictions Ordinance
Glendale Municipal Code, Chapter 9.30.
§§ 9.30.010–9.30.100.

Adoption Date

2002, last amended 2008.

Exceptions

Leases of one year or more. (§ 9.30.032.)

Excludes rental units located on a parcel containing two or fewer dwelling units, transient housing (30 days or less), Section 8 housing and/or other government subsidized units.

An individual unit may also become exempt if landlord in good faith offers a one year written lease which states the rental rate to a new or existing tenant. The tenant or prospective tenant may accept the lease in writing, reject the lease in writing, or fail to sign the lease within 30 days of offer. If the tenant rejects the offer, the parties may then enter into a written rental agreement containing terms substantially similar to the lease offered. In all cases, the unit becomes exempt from the ordinance. (§ 9.30.020.)

Special notice requirements apply to renewals and evictions. (§ 9.30.020.)

Administration

None specified.

Registration

Not required.

Vacancy Decontrol

Not applicable (ordinance does not regulate rents).

Just Cause

Required. At the time landlord delivers a 30-, 60-, or 3-day notice, landlord must also provide the tenant with a written notice that recites the landlord's legal grounds for terminating the tenancy and tenant's right to relocation benefits, if applicable. (§ 9.30.040.)

Other Features

Tenants entitled to relocation fee of twice the fair market rent, plus \$1,000, in certain instances. (§ 9.30.035.) In an eviction lawsuit brought by the landlord to recover possession of the rental, in addition to any other existing legal remedies the tenant may raise as an affirmative defense the landlord's failure to abide by any provision of the ordinance. (§ 9.30.060.)

Reasons Allowed for Just Cause Evictions

Nonpayment of rent, breach of a "lawful obligation or covenant," nuisance, or illegal use of the premises or permitting any illegal use within 1,000 feet of the unit. "Illegal use" specifically includes all offenses involving illegal drugs, such as marijuana (without a doctor's prescription).

When an unauthorized subtenant not approved by the landlord is in possession at the end of a lease term.

When a tenant refuses to allow the landlord access "as permitted or required by the lease or by law."

When the landlord offers a lease renewal of at least one year, serves a notice on the tenant of the offer at least 90 days before the current lease expires, and the tenant fails to accept within 30 days.

When the landlord plans to demolish the unit or perform work on it that costs at least eight times the monthly rent, and the tenant's absence is necessary for the repairs; or when the landlord is removing the property from the rental market, or seeks to have a spouse, grandparent, brother, sister, in-law, child, or resident manager (if there is no alternate unit available) move into the unit. Under state law, these grounds may be used only if the tenancy is month to month, and 30 or 60 days' written notice is given. The landlord must pay the tenant relocation expenses of two months' rent for a comparable unit plus \$1,000.

The landlord seeks in good faith to recover possession of the rental unit in order to comply with a contractual agreement relating to the qualifications of tenancy or a governmental agency's order to vacate.

The tenant continues to smoke in the rental unit or in common areas where smoking is prohibited. (GMC § 8.52.080.)

Hayward

Name of Ordinance

Residential Rent Stabilization, most recent ordinance is No. 03-01 C.S.

Adoption Date

9/13/83. Last amended 7/5/16.

Exceptions

Units first occupied after 7/1/79, units owned by landlord owning four or fewer rental units in the city, and units financed or insured by a governmental agency. (§ 2(l).)

Administration

Rent Review Office
777 B Street, 4th Floor
Hayward, CA 94541
510-583-4454

Website: www.hayward-ca.gov. Although the Municipal Code is accessible, the rent control ordinance is not part of the code. Search for “Residential Rent Stabilization” on the main page to find information including Ordinance 03-01.

Registration

Not required.

Vacancy Decontrol

Rent controls are permanently removed from each rental unit after a voluntary vacancy followed by the expenditure by the landlord of specified sums on improvements, and city certification of compliance

with City Housing Code (Section 8). However, on May 29, 2018 the City Council unanimously approved an 18-month emergency moratorium on this method of decontrol.

Units still subject to controls (those for which there were no voluntary vacancies in preceding years) can be re-rented for any rent amount, with property being subject to controls based on the higher rent.

Just Cause

Required. (§ 19(a).) This aspect of the ordinance applies even to voluntarily vacated property no longer subject to rent control. Specific good cause to evict must be stated in both the notice and in any unlawful detainer complaint. (§ 19(b).)

Special Features

Tenant may defend any eviction lawsuit on the basis of the landlord’s failure to provide tenant with any of the information required under the ordinance. (§ 19(b).)

Landlords may increase rent up to 5% per year on the anniversary date of the lease. Landlords may bank rent increases to apply in subsequent years, but aggregate rent increases cannot exceed 10% in any year. Required notice must be provided or increase is void. Landlords may increase rent above 5% to recoup increases in costs of specified utility services or can petition for larger increases in order to obtain a fair rate of return. (§ 3(a-h).)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision following written notice to cease.	Three-Day Notice to Cure Covenant or Quit is used. Provision must be reasonable, legal, and have been accepted by the tenant or made part of the rental agreement. If the provision was added after the tenant first moved in, the landlord can evict for breach only if the tenant was told in writing that he or she didn’t have to accept the new term. Notice must give the tenant the option of correcting the problem.
Willful causing or allowing of substantial damage to premises and refusal to both pay the reasonable cost of repair and cease causing damage following written notice.	Even though damage is involved, an ordinary unconditional Three-Day Notice to Quit is not allowed. Only a three-day notice giving the tenant the option of ceasing to cause damage and pay for the costs of repair as demanded by the landlord, is allowed.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Tenant refuses to agree to rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required. However, an improvised notice giving the tenant several days to sign the new agreement or leave is a good idea.
Tenant continues to be so disorderly as to disturb other tenants, following written notice to cease.	Even if the tenant is committing a legal nuisance for which state law would allow use of a Three-Day Notice to Quit, ordinance requires that the three-day notice be in conditional “cease or quit” form.
Tenant, after written notice to cease, continues to refuse the landlord access to the property as required by CC § 1954.	If provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, 30-day notice specifying reason, following written demand for access to property.
Landlord wants to make substantial repairs to bring property into compliance with health codes, and repairs not possible while tenant remains.	Under state law, eviction for this reason is allowed only if rental agreement is month to month. Thirty-day notice giving specific reason must be used. Landlord must first obtain all permits required for the remodeling, and must give tenant notice with first chance to rerent after remodeling is finished. (No requirement for alternative housing.)
Landlord wants to demolish property.	Under state law, eviction for this reason is allowed only if rental agreement is month to month. Thirty-day notice giving specific reason must be used. Landlord must first obtain all necessary permits. (Although ordinance requires “good faith” to demolish, a euphemism for not doing it because of rent control, the state Ellis Act severely limits cities from refusing demolition permits on this basis.)
Landlord wants to move self, spouse, parent, child, stepchild, brother, or sister into property, and no comparable vacant unit exists in the property.	Under state law, eviction for this reason is allowed only if rental agreement is month-to-month. Thirty-day notice giving specific reason must be used. Landlord must first obtain all permits required for the remodeling, and must give tenant notice giving him or her first chance to rerent after remodeling is finished. (No requirement for alternative housing.) Thirty-day notice terminating month-to-month tenancy for this reason should specify name and relationship of person moving in.
Landlord wants to move in him- or herself, and lease or rental agreement specifically allows this.	Termination procedure must be in accordance with lease provision. Thirty days’ written notice is required to terminate month-to-month tenancy unless agreement provides for lesser period as short as seven days.
Tenant is using the property illegally.	Three-Day Notice to Quit is used.
Tenant continues, after written notice to cease, to violate reasonable and legal regulations applicable to all tenants generally, if tenant accepted regulations in writing in the lease or rental agreement, or otherwise.	If tenancy is not month to month and violation is very serious, Three-Day Notice to Perform Covenant or Quit. If tenancy is month to month, 30-day notice preceded by written warning.
Lawful termination of apartment manager’s employment, where he or she was compensated with use of apartment.	This type of eviction is not covered in this book because the question of what notice is required is extremely complicated, depending in part on the nature of the management agreement. You should seek legal advice.

Los Angeles

Name of Ordinance

Rent Stabilization Ordinance, Los Angeles Municipal Code, Chapter XV, §§ 151.00–155.09.

Adoption Date

4/21/79. Last amended 10/17.

Exceptions

Units constructed (or substantially renovated with at least \$10,000 in improvements) after 10/1/78, “luxury” units (defined as 0, 1, 2, 3, or 4+ bedroom units renting for at least \$302, \$420, \$588, \$756, or \$823, respectively, as of 5/31/78), single-family residences, except where two or more houses are located on the same lot. (§ 151.02.G, M.)

Administration

Main office

1200 West 7th Street, 1st Floor
Los Angeles, CA 90017

Central Regional Office

3550 Wilshire Blvd., Suite 1500
Los Angeles, CA 90010

East Regional Office

2215 N. Broadway
Los Angeles, CA 90031

North Regional Office

6400 Laurel Canyon Blvd., Suite 610
North Hollywood, CA 91606

West Regional Office

1645 Corinth Ave., Suite 104
Los Angeles, CA 90025

Mark Ridley-Thomas Constituent Service Center

8475 S. Vermont Ave., 2nd Floor
Los Angeles, CA 90044

For information regarding the ordinance, call the Los Angeles Housing & Community Investment Department at 866-557-7368 (RENT).

Websites: <http://lahd.lacity.org>. Click “Residents” or “Property Owners,” as appropriate for you. For the L.A. Municipal Code, navigate the city’s main website at www.lacity.org.

Registration

Required.

Vacancy Decontrol

Landlord may charge any rent after a tenant either vacates voluntarily or is evicted for nonpayment of rent or breach of a rental agreement provision, or to substantially remodel. (Controls remain if landlord evicts for any other reason, fails to remodel after evicting for that purpose, or terminates or fails to renew a subsidized-housing lease with the city housing authority.) However, once the property is re-rented, it is subject to rent control based on the higher rent. (§ 151.06.C.)

Just Cause

Required. (§ 151.09.) Every termination notice must state “the reasons for the termination with specific facts to permit a determination of the date, place, witnesses, and circumstances concerning the reason.” (§ 151.09.C.1.) Tenant may not defend unlawful detainer action on the basis of lack of good cause or failure of the notice to state the reason if tenant has disobeyed a pretrial court order requiring him or her to deposit rent into court; see Code of Civil Procedure Section 1170.5 and *Green v. Superior Court*, 10 Cal.3d 616 (1974). (§ 151.09.E.) State law requires use of a 60-day termination notice of month-to-month tenancy, instead of a 30-day notice, for this city, if the tenant has occupied the premises for a year or more.

Other Features

Tenant may defend on the basis that the landlord failed to register the property in accordance with the ordinance. (§ 151.09.F.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision, following written notice to cease. (Landlord may not evict based on breach of no-pets clause added by notice of change of terms of tenancy, where no such clause existed at the outset of the tenancy. § 151.09.D.)	Three-Day Notice to Cure Covenant or Quit is used. The ordinance requires that the tenant be given “written notice to cease,” which precludes an unconditional Three-Day Notice to Quit, even if the breach can be considered uncorrectable.
Commission of a legal nuisance (disturbing other residents) or damaging the property.	Unconditional Three-Day Notice to Quit may be used.
Tenant is using the property for illegal purpose.	Unconditional Three-Day Notice to Quit may be used.
Tenant refuses to agree to rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required. However, an improvised notice giving the tenant several days to sign the new agreement or leave is a good idea, even though not required by ordinance or state law.
Tenant, after written notice to cease, continues to refuse the landlord access to the property as required by CC § 1954.	If provision is in lease, three-day notice giving tenant option of letting you in or moving. If not, and tenancy is month to month, 30-day notice specifying reason, following previous written demand for access to property.
Fixed-term lease has expired, and person occupying property is subtenant not approved by landlord.	Eviction on this basis is allowed only if person living there is not original tenant or approved subtenant. No notice is required. If lease has not expired and contains no-subletting clause, Three-Day Notice to Quit to evict for breach of lease.
Landlord wants to move self, spouse, parent, child, or legally required resident manager into property. Landlord must pay tenants a relocation fee of \$7,900–\$19,700, except where moving legally required manager into property. Landlords owning no more than four residential units and a single-family house may pay a lower amount in order to evict for occupancy by the landlord or the landlord’s spouse, children, parents, grandparents, or grandchildren. (§ 151.30(E).)	Only month-to-month tenant can be evicted on this ground. Landlord must serve tenant with copy of a form, the original of which must first be filed with the Community Development Department, that specifies the name and relationship of the person to be moving in.
Landlord wants to: (1) Demolish the unit, or (2) undertake “Primary Renovative Work,” under a “Tenant Habitability Plan” filed with the Housing Department, and the tenant is “unreasonably interfering” with that plan; or (3) substantially renovate the rental unit, where the landlord has complied with all necessary notices and relocation requirements, and the tenant has refused to cooperate with the landlord’s plans.	Only month-to-month tenant can be evicted on this ground. 30-day notice specifying this reason used. Landlord must serve tenant with copy of a filed Community Development Department form describing the renovation work or demolition.
Landlord seeks to permanently remove the unit from the rental housing market.	Only month-to-month tenant can be evicted on this ground. 30-day notice specifying this reason used.

Los Gatos

Name of Ordinance

Los Gatos Rental Dispute Mediation and Arbitration Ordinance, Los Gatos Town Code, Chapter 14, Article VIII, §§ 14.80.010–14.80.315.

Adoption Date

10/27/80. Last amended 9/19/11 (§ 14.80.315).

Exception

Rental units on lots with two or fewer units on the same parcel of land, single-family residences, rented condominium units. (§ 14.80.020.)

Administration

Rental Dispute Resolution

1490 El Camino Real

Santa Clara, CA 95050

408-402-0307 Ext. 8016

Website: www.losgatosca.gov/347/Rental-Dispute-Resolution-Program. Choose “Government,” then “Town Code.” Rent control provisions are in Chapter 14, Article VIII. The site for the Rental Dispute Program is <http://housing.org/tenant-landlord-assistance/mandatory-mediation>.

Registration

Not required. (However, a “regulatory fee” to pay for program is added to annual business license fee, when business license is required.)

Vacancy Decontrol

Landlord may charge any rent after a tenant vacates voluntarily or is evicted following Three-Day Notice for Nonpayment of Rent or other breach of the rental agreement. However, once the new rent for a vacated unit is established by the landlord and the property is re-rented, it is subject to rent control based on the higher rent. (§ 14.80.310.)

Just Cause

Not required.

Other Features

Tenant faced with termination notice may invoke mediation/arbitration hearing procedure on eviction issue and stay landlord’s eviction suit; if tenant wins mediation/arbitration hearing, eviction will be barred. (§§ 14.80.110 and .115.)

Marin County

Name of Ordinance

Marin County
Code of Ordinances
Rental Housing Dispute Resolution
Chapter 5.95
§§ 5.95.010-5.95.090.

Adoption Date

December 12, 2017.

Exceptions

Applies to all residential dwelling units located within the unincorporated area of Marin County. Residential dwelling unit is defined generally as containing a separate bathroom, kitchen, and living area. Units owned or operated by a government agency or restricted for affordable housing are largely exempt. (§ 5.95.020.)

Administration

Consumer Protection Unit—Mediation
Marin County District Attorney’s Office
Hall of Justice, Room 145
3501 Civic Center Drive
San Rafael, CA 94903
415-473-6450
consumer@marincounty.org

Registration

Not required.

Rent Control/Vacancy Decontrol

Not applicable (ordinance does not regulate rents).

Just Cause

Not required.

Other Features

Tenants may invoke mandatory nonbinding mediation when landlords attempt to increase rents or reduce services by more than 5% in a 12-month period. Both parties are required to participate in a two-step mediation process with a county official from the District Attorney’s office. Landlords may not commence unlawful detainer for nonpayment and tenants must continue to pay all rent legally due while the parties are engaged in dispute resolution.

Landlords may not retaliate against tenants for invoking mediation. Parties may seek civil injunctive relief for “bad faith” and may be awarded treble damages plus up to \$400, attorneys’ fees, costs, and punitive damages.

Landlords must provide a county-designated notice to tenants regarding mediation rights whenever entering or renewing a lease or rental agreement, providing notice of rent increase or housing service decrease, or when otherwise required by the county. (§ 5.95.080.)

Menlo Park

Name of Ordinance

Menlo Park Municipal Code
Residential Leases for Rental Units
(12-month minimum written lease requirement)
Chapter 8.53
§§ 8.53.010–8.53.050.

Adoption Date

December 6, 2016.

Exception

Applies to multi-family rental properties with four or more units. Excludes rooms rented for less than 30 days, condominiums, community apartments or planned unit developments, hospitals, skilled nursing or care facilities, secondary dwelling units, duplexes and triplexes, and units controlled or regulated by any government agency or authority. (§ 19.40.040(a).)

Administration

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
650-330-6600
www.menlopark.org

Registration

Not required.

Vacancy Decontrol

Minimum lease term ordinance applies to all tenants, both current and prospective. If there is a current written lease agreement with an expiration date in place, a one-year lease must be offered when the lease expires.

Rent Control

Ordinance does not regulate the amount of rents.

Just Cause

Not required.

Other Features

Landlords must offer tenants or prospective tenants a written lease with a minimum term of one year every twelve months. Written offers must include the following language in both English and Spanish:

THE MENLO PARK CITY CODE PROVIDES YOU WITH THE RIGHT TO A WRITTEN LEASE. LANDLORDS MUST OFFER TENANTS THE OPTION TO ENTER INTO A ONE (1) YEAR WRITTEN LEASE. IT IS THE TENANT'S CHOICE WHETHER TO ENTER INTO SUCH A WRITTEN LEASE WITH A LANDLORD. FURTHER INFORMATION IS AVAILABLE ON THE CITY'S WEBSITE (WWW.MENLOPARK.ORG).

Tenants may reject one-year lease options, or agree to other terms. However, rejection of one-year lease options must be documented in writing and signed by tenants. Tenants may use landlord's failure to comply with the ordinance as an affirmative defense in an eviction proceeding or they can seek injunctive relief. (§§ 8.53.030–8.53.050.)

Mountain View

Name of Ordinance

The Community Stabilization and Fair Rent Act, Mountain View City Code Article XVII, Sections 1700 and following.

Adoption Date

November 8, 2016; effective December 23, 2016.

Exceptions

Totally exempt. In addition to exemptions required by state law (Costa-Hawkins Act): Rentals to transients; rentals in hospitals, convents/monasteries, nonprofit old-age homes, higher education facilities; rentals operated by nonprofits pursuant to a tax-credit program; government-owned or -subsidized rentals; “companion units”; rentals in a single structure with no more than two units; units with certificates of occupancy dated after December 23, 2016. (§§ 1703 & 1704.)

Partially exempt (just cause for eviction still applies).

Units with an initial certificate of occupancy dated between February 1, 1995 and December 23, 2016; units governed by the City’s “Affordable Housing Program.” (§ 1703(b).)

Administration

City of Mountain View, Rental Housing Committee (the “committee”)
City Hall, 500 Castro Street, 1st Floor
Public Works Front Conference Room
650-282-2514 or email ehislop@housing.org
Website: www.mountainview.gov/depts/comdev/preservation/rentstabilization.asp

Registration

Required (the Housing Committee “requests” registration, per their website).

Vacancy Decontrol and Rent Regulation

Vacancy decontrol applies, per state law.

Base rent. For tenancies beginning on or before October 19, 2015, their base rent is the rent in place on October 19, 2015. This means that tenants whose rents increased after that date are entitled to a roll-back to October 19 rates. For tenancies beginning after October 19, 2015, their base rent is the rent initially charged. (§ 1702(b).)

Base rents may be raised as of September 1 of every year, by an amount to be determined by the committee (no less than 2%, nor more than 5% of the existing rent). Landlords may “bank” rent increases. No increases allowed for landlords who have not substantially complied with the rent control provisions, whose maintenance of the rentals falls short of state law requirements, or who have failed to make ordered repairs. (§ 1707.) The committee may temporarily decontrol rents when the average annual vacancy exceeds 5%.

Just Cause

Required.

Other features

Landlords evicting under certain just cause provisions must offer relocation assistance, in amounts established by the Mountain View Rental Housing Committee. Not available to those whose household income exceeds 120% of the median household income for Santa Clara County, as adjusted for size according to the U.S. Dept. of Housing and Urban Development. (§ 1705(b).) All notices underlying just cause evictions must specify the particular cause of the termination. (§ 1705(e).) Landlord may petition for an upward adjustment of rent in order to obtain a fair rate of return; tenants may petition for a downward adjustment based on failure to maintain the premises or decrease in services. (§ 1710.) The committee and city attorney have the right to bring actions against landlords on the tenant’s behalf. (§ 1714.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Failure to pay rent.	
Breach of lease.	Breached term must have been in writing; excludes terms new to the rental since its inception that landlord did not present as optional. Restricts landlord's ability to terminate for subleasing. Restricts ability to terminate due to tenant's addition of specified family member.
Maintaining a nuisance; criminal activity that violates others' rights to quiet enjoyment.	Landlord must first serve a notice to cease.
Failure to give landlord access.	Landlord must first serve a notice to cease.
Necessary and substantial repairs requiring temporary vacancy (more than 30 days).	Landlord must obtain all permits and serve written notice. Tenants have a right of return. Tenants entitled to relocation assistance.
Owner (natural person with at least 50% ownership interest) move-in.	Right extends to specified family members. Protections for tenants who have resided at least five years and are 62 years old or older, disabled, or terminally ill. Tenants have a right of return. Tenants entitled to relocation assistance.
Permanent withdrawal of unit from rental market.	Tenants entitled to 120-day notice or one year (senior or disabled). Tenants have a right of return if plans change. Tenants entitled to relocation assistance.
Demolition.	Landlord must give written notice per state law. Tenants have a right of return if plans change. Tenants entitled to relocation assistance.

Oakland

Name of Ordinance

Residential Rent Adjustments and Evictions, Oakland Municipal Code, Title 8, Ch. 8.22, §§ 8.22.010–8.22.500. See also Title 8, Ch. 8.22, §§ 8.22.300–8.22.480; and Title 8, Ch. 8.22, §§ 8.22.600–8.22.680. §§ 8.22.800–8.22.820, §§ 8.22.850–8.22.870 and § 8.23.100.

Adoption Date

10/7/80. Last amended 9/20/16.

Exceptions

Units constructed after 1/1/83 and buildings “substantially rehabilitated” at a cost of 50% of that of new construction. (§ 8.22.030.) Citing an affordable housing crisis, the Oakland City Council is considering modifying or eliminating the § 8.22.030 exemption for Substantial Rehabilitation, and on March 20, 2018 extended a moratorium on those exemptions through October 24, 2018.

Administration

Rent Adjustment Program
250 Frank H. Ogawa Plaza, 5th floor
Oakland, CA 94612
510-238-3721
Fax: 510-238-6181
Website: www2.oaklandnet.com. In the Municipal Code, go to Title 8, Chapter 8.22.

Registration

Landlord’s petition or response to a tenant petition will not be considered in a rent adjustment proceeding unless landlord has a current Oakland business license and has paid the Rent Adjustment Program Service Fee.

Vacancy Decontrol

Landlord may charge any rent after a tenant vacates voluntarily or is evicted for nonpayment of rent. If tenant otherwise vacates involuntarily, landlord may not increase the rent for 24 months.

On eviction for reasons other than nonpayment of rent, ordinance allows increase of up to 12%, depending on rent increases over previous 12 months.

Once property is rerented, it is subject to rent control based on the higher rent.

Just Cause

Under a separate Just Cause for Eviction ordinance (Measure EE), enacted 11/5/02, landlords may terminate a month-to-month rental agreement (or refuse to renew a lease) only when the tenant has failed to pay the rent (or has violated another important lease term), refused to enter into a written renewal of a rental agreement or lease, caused substantial damage, disturbed the peace and quiet of other tenants, engaged in illegal activities, or refused entry to the landlord when properly asked. Landlords may also terminate rental agreements or not renew leases when they want to live in the unit themselves (or intend it for a close family member), or to substantially renovate the unit. (See Municipal Code Title 8, Ch. 22 §§ 8.22.300–8.22.480; also see 11/05/14 Tenant Protection Ordinance (“TPO”), §§ 8.22.600–8.22.680.) (§ 8.22.360.)

Other Features

Rent may be increased only once in any twelve-month period. Increases are limited based upon the Consumer Price Index or to prior “banked” increases. Owners must petition the Rent Adjustment Program (RAP) for increases exceeding the CPI. (§§ 8.22.065, 8.22.070.) Rent increase notices must also be in a form prescribed by Section 8.22.070(H)(1), which requires tenant be notified of right to petition rent board. All tenants, on moving in, must be provided a notice informing them of their rights under the ordinance. (§ 8.22.060.) Owners must also post a notice of the ordinance in building’s common areas.

Under Oakland’s Uniform Relocation Ordinance, both owner move-in and removal from market evictions require relocation payments to tenants up to \$9,875 for 3+ bedroom units with an additional amount for elderly, or disabled tenants. (§ 8.22.450.)

Tenants displaced due to compliance with building, housing, and fire codes are also eligible for owner-paid relocation payments and assistance. (§§ 15.60.010 et seq.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Tenant Originated Evictions	
Failure to pay rent.	
Tenant continues to violate a provision of the lease after written notice to cease.	Landlord cannot unreasonably withhold the right to sublet if the tenant continues to reside in the unit and the sublet consists of a one-for-one replacement of departing tenant(s). (§ 8.22.360(A)(2).)
Tenant refuses to sign a new lease that is identical to the old one.	
Tenant has substantially damaged the unit and refused to stop damaging it or pay for repairs after written notice.	
Nuisance activity continues following written notice to stop.	
Tenant uses rental unit or common areas for illegal activity including the manufacture, sale, or use of illegal drugs. (§ 8.22.360(A)(6).)	Under a separate Eviction for Nuisance and Illegal Activity ordinance (§ 8.23.100) the city can force owners to evict individuals pursuant to §8.22.360(A)(6) or penalize owners for failing to do so. Owners can assign eviction rights to the city and allow the city attorney to handle the eviction. Owners can also remove just the offending tenant and leave innocent tenants in the unit.
Tenant refuses to grant landlord access to unit as required by state law.	
Owner/Landlord Originated Evictions	
The owner wants to perform substantial repairs to the unit which cannot be completed with the tenant living there.	This appears to be a "Qualifying Relocation Event" that triggers a tenant's right to relocation payments under §§ 8.22.800–8.22.820. (§ 8.22.360(A)(10)(c)(i).)
Owner wants to recover possession of the unit for occupancy as a principal residence where he or she has previously occupied the unit as a principal residence and has the right to recover possession under a written rental agreement with the current tenants.	The Oakland Tenant Move-Out Agreement Ordinance regulates move-out or buyout agreements where tenants voluntarily vacate in exchange for negotiated compensation. The ordinance applies to all rental units, including those otherwise exempt from rent or eviction controls. (§§ 8.22-700–8.22-780.) Tenants may be eligible for statutory relocation payments regardless of any agreements entered.
Owner wants to recover possession for his or her own use as a principal residence, or for owner's spouse, domestic partner, child, parent, or grandparent.	Owner move-in not available where existing tenant has lived in the unit for five years or more and is disabled, 60+ or terminally ill, unless owner or relative also meets one of these criteria. This is a "Qualifying Relocation Event" that triggers a tenant's right to relocation payments (see below). Owner move-ins are further subject to specific payment schedules along with special civil remedies and criminal penalties set forth in the Relocation Payments for Owner or Relative Move-in ordinance (§§ 8.22.850–8.22.870).
Withdrawal of all rental units on entire property permanently from the rental market.	Tenants are entitled to a minimum 120-day notice, or one year in the case of disabled or senior tenants who have resided in units for at least one year. This is a "Qualifying Relocation Event" that requires relocation payments (see below).

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
	<p>A "Qualifying Relocation Event" triggers a tenant's right to relocation payments under §§ 8.22.800–8.22.820. (§ 8.22.360(A)(10)(c)(i).) Payment amounts are adjusted annually on July 1 based upon the Consumer Price Index and range from \$6,875.58 for studios to \$10,445.60 for three-bedroom or larger units (as of July 1, 2018). Households including minor children, lower income, elderly, or disabled tenants are entitled to a single additional payment of \$2,500 per unit divided equally irrespective of how many tenants in the unit qualify for the payment. (§ 8.22.820.)</p> <p>Low-income and low-asset homeowners can obtain zero-interest loans from the city to pay relocation assistance obligations when performing owner or relative move-in evictions. Eligibility is restricted to small property owners with less than five units who do not meet the standard Fannie May eligibility criteria for investment property cash-out refinance loans, and—if relatives of owners are moving into the unit—who own no other properties and are themselves low or moderate income (defined as below 120% of area median income).</p>

Palm Springs

Name of Ordinance

“Rent Control,” Palm Springs Municipal Code Title 4, Chapters 4.02, 4.04, 4.08.
§§ 4.02.010–4.08.190.

Adoption Date

9/1/79. Last amended, by initiative, 12/94.

Exceptions

Units constructed after 4/1/79; owner-occupied single-family residences, duplexes, triplexes, and fourplexes; units where rent was \$450 or more as of 9/1/79. (§§ 4.02.010, 4.02.030.)

Administration

Housing Assistance
3200 East Tahquitz Canyon Way
Palm Springs, CA 92262
760-778-8465
The city website is www.ci.palm-springs.ca.us.

Registration

Required. (§ 4.02.085.)

Rent Control

Rents are limited to 75% of the increase in the Consumer Price Index (CPI), and increases are limited to one per year. Landlords reducing “base year” services (the base year is 1979) must also reduce rents. Landlords can petition the Rent Review Commission for hardship increases based upon fair return on investment. (§§ 4.08.040, 4.08.060.)

Vacancy Decontrol

Rent controls are permanently removed after tenant voluntarily vacates or is evicted for cause. (§ 4.02.075.) Very few properties remain subject to controls.

Just Cause

Landlords must show just cause to evict for units subject to rent control. After voluntary vacancy or eviction for cause, just cause requirement does not apply anymore. (§ 4.08.060(j)(2).)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision.	Three-Day Notice to Cure Covenant or Quit is used, or Three-Day Notice to Quit where breach cannot be cured, or improper subletting.
Creation or maintenance of a nuisance.	State law allows use of a Three-Day Notice to Quit.
Tenant is using the property illegally.	Three-Day Notice to Quit is used.
Landlord wants to move self, parent, child, grandparent, brother or sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law into property.	Under state law, eviction for this reason is allowed only if rental agreement is month to month. Thirty-day notice giving specific reason must be used.

City of Palo Alto

Name of Ordinance

Palo Alto Municipal Code
 Title 9 Public Peace, Morals and Safety
 Chapter 9.68 Rental Housing Stabilization
 §§ 9.68.010–9.68.050.
 Chapter 9.72 Mandatory Response to Request for
 Discussion of Disputes between Landlords and
 Tenants §§ 9.72.010–9.72.090.

Adoption Date

Housing Stabilization 1980, Mandatory Response
 (mediation), 2002.

Exceptions

Housing stabilization does not apply to owner-occupied units rented for less than one year; subleases for less than one year or where tenancy is an express condition of, or consideration for employment under a written rental agreement. (§ 9.68.030.)

Mandatory Response (mediation) applies to all landlords and tenants “... residing in, owning, or managing residential rental property” with two or more units, or any unit owned by a person or entity owning two or more rental properties within the city. (§§ 9.72.020–9.72.030.)

Administration

Palo Alto Mediation Program
 1490 El Camino Real
 Santa Clara, CA 95050
 650-856-4062
www.paloaltomediation.com/home.html

Registration

Required. (§ 9.72.050.)

Rent Regulation

The Rental Housing Stabilization Ordinance requires landlords of most multiple family dwellings to offer a written lease with a minimum one-year term. Tenants must also accept offers in writing, although signing a lease is considered written acceptance. Tenants may also reject the offer and enter into an oral or written agreement for a term of less than one year, but that rejection must be in writing. If landlords and tenants wish to continue their rental relationships after leases expire, landlords must offer additional one-year leases as a renewal option. (§ 9.68.030.)

The Palo Alto Mandatory Response Program requires nonbinding conciliation or mediation of many landlord-tenant disputes when one of the parties makes a formal request. Landlords must participate, but the results are not binding on either party.

Just Cause

Ordinances do not require a showing of just cause to evict.

Other Features

Landlords must include a specified notice summarizing the right to mediation with any written document “evidencing or changing the terms of tenancy....” Failure to comply renders any rental increase notice unenforceable and provides the tenant with a defense in any legal action brought to collect rent. (§§ 9.72.070–9.72.080.)

Pasadena

Name of Ordinance

Pasadena Municipal Code
 Tenant Protection
 Chapter 9.75
 §§ 9.75.010–9.75.080.
 Pasadena Municipal Code
 Standards for Conversion Projects
 Chapter 16.46
 §§ 16.46.050–16.46.100.

Adoption Date

2004.

Exceptions

Applies to multifamily rental units. Exempts single-family residences, condominiums, board and care facilities and other state-licensed care facilities. (§ 9.75.030.)

Administration

City of Pasadena
 Housing Department
 Housing Rights Center
 649 N. Fair Oaks Avenue
 Suite 202 (Jackie Robinson Center)
 Pasadena, CA 91103
 626-744-8300
 www.cityofpasadena.net

Registration

Not required.

Rent Control

Not applicable (ordinance does not regulate rents).

Just Cause

A low-income tenant in good standing whose household income does not exceed 140% of the Los Angeles County Area Median Income is entitled to a relocation allowance and a moving expense allowance if forced to vacate due to unit demolition, government order, or owner move-in. The relocation allowance ranges from \$1,894 for a studio unit to \$4,454 for a four-bedroom unit. The moving expense allowance ranges from \$1,120 for adult households up to \$3,364 for a household with dependents, disabled or senior members. Both allowances are adjusted annually.

Under the Standards for Conversion Projects Ordinance, tenants displaced by condominium conversions are similarly entitled to moving allowances, relocation expenses, counseling and exclusive rights to purchase converted units. Special notice requirements and eviction restrictions apply for households with minor children, seniors, or disabled tenants. (§§ 16.46.050 et sec.)

Other Features

Tenants who must vacate temporarily in order for landlords to comply with housing, health, building, or safety laws or government orders are entitled to temporary relocation benefits based on a daily rate equal to two times the daily pro-rata portion of the unit's rental rate. Landlords must also pay actual costs of moving and storage if tenants must remove personal property. For temporary relocations exceeding 120 days, landlords may instead terminate tenancies and pay all relocation fees. (§9.75.070.)

Redwood City

Name of Ordinance

Redwood City Code of Ordinances
Chapter 42 Residential Relocation Benefits.
§§ 42.1–42.10.
Redwood City Code of Ordinances
Chapter 42A—Minimum Lease Terms Ordinance
§§ 42A.1–42A.8.

Adoption Dates

Chapter 42: June 11, 1992
Chapter 42A: March 26, 2018. Effective January 1, 2019.

Exceptions

The Relocation Assistance Ordinance applies only to tenant displacements of one or more units on properties containing five or more units, for designated reasons, with qualified tenants (see below).

The Minimum Lease Terms Ordinance applies to residential properties with three or more units, and excludes transient housing (30 days or less), hospitals, skilled nursing, health or extended care facilities, nonprofit homes for the aged; landlord and tenant shared units, secondary dwellings, condominiums, planned unit developments or community apartments, and government-controlled or -regulated units.

Administration

The Relocation Assistance Ordinance will be administered by the city through a yet to be determined third-party relocation vendor or consultant. Property owners are required to submit a deposit for the total estimated costs of relocation, including city staff time and relocation consultants.

The Minimum Lease Terms Ordinance is intended to be administered without city oversight. The city will intervene through code enforcement on a complaint-received basis.

Registration

Not required.

Vacancy Decontrol

Not applicable (ordinances do not regulate rents).

Just Cause

Under the Relocation Assistance Ordinance, landlords must pay relocation expenses to eligible low-income tenants (households earning 80% or less of the Area Median Income) when withdrawing units from the market, performing remodels, renovations, rehabilitations, condo conversions or when changing property use. Relocation expenses include the cash equivalent of three months' rent, security deposit, and a 60-day subscription to a rental agency service. Landlords will not be subject to those fees in cases where tenants failed to pay rent or otherwise violated lease agreements, or when leases have expired. Certain tenants of "special circumstance households" (e.g., elderly or disabled) will receive the cash equivalent of four months' rent rather than three.

Other features

Under the Minimum Lease Terms Ordinance, landlords must offer a minimum one-year lease, made and accepted in writing. The cost of a one-year lease cannot exceed the total cost of a month-to-month lease over 12 months, and renewals are subject to similar duration restrictions. Landlords may end tenancies when the lease term expires. Landlords choosing to renew are required to offer tenants new leases at the end of succeeding lease terms, but can demand whatever rental rate the market will bear. (§ 42A.4.) Landlords must provide tenants with written notice of the ordinance. Failure to comply provides tenants with affirmative defenses in any actions to recover rent or possession. Tenants may also seek injunctive or other relief, and the city attorney is authorized to enforce the ordinance.

Richmond

Name of Ordinance

Richmond, California—Code of Ordinances Article XI—Public Safety and Welfare: Chapter 11.100, Fair Rent, Just Cause for Eviction and Homeowner Protection, §§ 11.100.010–11.100.130; Public Safety and Welfare, Chapter 11.102, Relocation Requirements for Tenants of Residential Rental Units, §§ 11.102.010–1.102.110.

Adoption Date

Fair Rent adopted 11/08/16. Relocation adopted 12/20/16, effective 01/2017.

Exceptions

Units exempt per state law (Costa-Hawkins Rental Housing Act); units in hotels, motels, inns, tourist homes and rooming and boarding houses that are rented primarily to transient guests for fewer than 14 days; units in hospitals, convents, extended care facilities, nonprofit homes for the aged, higher education dormitories; units owned or subsidized by the government (but only if applicable law exempts such units from any rent control); permitted, small second housing built in compliance with the city's Second Unit Ordinance; units exempted by the Homeowner Protections portion of the ordinance (homeowner who is the primary resident of a single-family home creates a "temporary tenancy;" temporary tenant does not enjoy ordinance's protections). (§§ 11.100.030 and 11.100.040.)

Administration

City of Richmond Rent Program
Attn: Board member(s)
440 Civic Center Plaza, Suite 200
Richmond, CA 94804
510-620-6576
rent@ci.richmond.ca.us

Registration

All landlords must submit an annual Rent Program Enrollment application for each rental unit, obtain a business license, pay a fee, and comply with the rental inspection program.

Vacancy Decontrol

In effect, following a voluntary vacancy or one resulting from a just cause eviction (see below).

Just Cause

Required. (§ 11.100.050.)

Other Features

Rent. Notice terminating a tenancy must contain the cause for the termination and be filed with the Richmond Rent Board before serving the tenant. Landlord must allege and prove compliance with Section 11.100.050 of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.

Maximum allowable rent for controlled units is the rent charged as of July 21, 2015 ("Base Rent") plus annual increases capped at 100% of the Consumer Price Index; if tenant moved in after that date, the rent paid for the first month. Landlords may raise rents on September 1 of each year, by an amount tied to the CPI for the region. Landlords and tenants can petition for adjustments. Richmond Rent Board brochure informing tenant of legal rights and duties must be provided at the commencement of the tenancy and with each notice of rent increase. (§ 11.100.070.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Failure to pay rent.	
Breach of a reasonable and legal lease term.	<p>Breached term must have been in writing; excludes terms new to the rental since its inception that landlord did not present as optional. Written notice to cease must be provided. Subleases must be allowed where original tenant continues to reside in unit, sublease replaces departing tenant(s) on a one-to-one basis, and landlord has unreasonably withheld the right to sublease following tenant's written request. If landlord fails to respond to the tenant in writing within 14 days of receipt of tenant's written request, tenant's request is deemed approved. Landlord's reasonable refusal may not be based on the proposed additional occupant's lack of creditworthiness, if that person will not be legally obligated to pay some or all of the rent to the landlord. Landlord cannot oppose addition of tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or domestic partner. Landlord may refuse where total number of occupants will exceed maximum allowed under Uniform Housing Code. (§ 11.100.050.) Landlord's notice must predate termination notice, provide details with which tenant will need to comply, and state that eviction proceedings may result if tenant fails to comply.</p>
Commission or toleration of a nuisance; causing substantial damage.	<p>Landlord must first serve a notice to cease. Landlord's notice must predate termination notice, provide details with which tenant will need to comply, and state that eviction proceedings may result if tenant fails to comply.</p>
Failure to give the landlord reasonable access for repairs, improvements, or showing the unit to prospective purchasers.	<p>Barring emergency affecting a tenant's health and/or safety, all inspections, repair or improvement work must be scheduled in compliance with applicable board regulations. Landlord must show that written notice was provided to the tenant and all necessary repair or improvement work was scheduled in compliance with this section and all applicable board regulations. Landlords may not use lock boxes on occupied units.</p>
Refusal to temporarily vacate so that landlord can undertake substantial repairs needed to make premises code compliant.	<p>Applies when tenant cannot reside on the property during repairs. Landlord must first have obtained all permits. Where repairs can be completed within 60 days, and tenant agrees in writing to vacate, landlord cannot terminate and cannot demand rent. If landlord owns other available rental property, landlord must offer it as a temporary or permanent rental to tenant, at tenant's option. If tenant vacates, tenant has right of first refusal to reoccupy. Entitled to relocation assistance. (§ 11.100.050(a)(5))</p>

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Owner or relative move-in.	Landlord must be a natural person owning at least 50% of the property. Right extends to landlord, landlord's spouse, children, parents, or grandparents. Tenants who have resided in the unit for at least five years and are at least 62 years of age or disabled; or who are terminally ill, may not be evicted under this provision (unless landlord or enumerated relative also meets the exemption criteria and no other unit is available for that person). Landlord must serve 120-day notice or one year (tenants who are disabled or senior). The landlord or relative must plan to occupy the unit within 90 days after tenant vacates and to make unit their primary residence for at least 36 consecutive months. (§§ 11.100.050, 11.102.030.) Tenants have rights to relocation assistance and of return.
Withdrawal from the rental market or demolition.	Tenants have rights to relocation assistance and of return. Tenants entitled to a 120-day notice (one year if tenant is senior or disabled). (§ 11.102.030.)
Terminating a temporary tenancy.	Landlord has previously occupied the single-family home as its primary residence and seeks to recover it from a temporary tenant who has lived there no more than 12 consecutive months.

San Diego

Name of Ordinance

“Tenants’ Right to Know Regulations.”

San Diego Municipal Code

§§ 98.0701–98.0760.

Adoption date

3/04, last amended 10/11.

Exceptions

Institutional facilities, such as schools; government-owned or -subsidized property subject to substantially similar or greater state or federal eviction controls; rentals to boarders in the landlord’s principal residence, where landlord and tenant share facilities; hotel, motel, rooming house rentals that are not single-room occupancy hotel rooms (as defined by San Diego Municipal Code Chapter 14, Article 3, Division 5); mobile homes; transient occupancies as defined by Civil Code Section 1940(b). Does not apply to tenants who have lived on the property less than two years. (§ 98.0730.)

Administration

None specified.

Registration

Not required.

Vacancy Decontrol

Not applicable (ordinance does not regulate rents).

Just Cause

Required. At the time landlord delivers a 30-, 60-, or 3-day notice, landlord must also provide the tenant with a written notice that recites the landlord’s legal grounds for terminating the tenancy.

Other Features

In an eviction lawsuit brought by the landlord to recover possession of the rental, the tenant may raise as an affirmative defense the landlord’s failure to abide by any provision of the ordinance.

Reasons Allowed for Just Cause Evictions

Refusal to give the landlord reasonable access to the rental unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by the lease or by law, or for the purpose of showing the rental unit to a prospective purchaser or mortgagee.

Nonpayment of rent, violation of “a lawful and material obligation or covenant of the tenancy,” commission of a nuisance, or illegal use of the premises.

Refusal “after written request of a landlord” to sign a lease renewal “for a further term of like duration with similar provisions.”

To make necessary repairs or perform construction when removing the tenant is reasonably necessary to do the job, provided the landlord has obtained all necessary permits from the city.

When the landlord intends to withdraw all rental units in all buildings or structures on a parcel of land from the rental market, or when the landlord, a spouse, parent, grandparent, brother, sister, child, grandchild, or a resident manager plans to occupy the rental unit. These grounds may be used only if the tenancy is month to month (under state law, tenant is entitled to 60 days’ written notice).

San Francisco

Name of Ordinance

Residential Rent Stabilization and Arbitration Ordinance, San Francisco Administrative Code, Chapter 37; and San Francisco Ordinance No. 218-14, “Short Term Rental Ordinance.” Effective February 1, 2015, Administrative Code Chapter 41A (known as the Residential Unit Conversion Ordinance) was amended to allow tenants and owners who are permanent residents to rent all or a portion of their unit for tourist or transient use under certain conditions. Note that landlords may still prohibit such rentals.

Adoption Date

6/79. Last codified (conformed to current law as stated in court decisions) 4/25/10. Amended 8/17.

Exceptions

Units constructed after 6/79; buildings over 50 years old and “substantially rehabilitated” since 6/79. (§§ 37.2(r) and 37.2(s).)

Administration

San Francisco Rent Board
25 Van Ness Avenue, Suite 320
San Francisco, CA 94102
415-252-4602
Fax: 415-252-4699
“Fax-Back” Service (fax a question, they fax you an answer): 415-252-4660
Websites: www.ci.sf.ca.us for the city; for Rent Board, www.sfrb.org. The Municipal Code/ Administrative Code is available from the city official site, <http://sfgov.org/government>. Rent control laws (in superior format) and regulations are available from Rent Board site.

Registration

Not required.

Vacancy Decontrol

Landlord may charge any rent after a tenant vacates voluntarily or is evicted for cause. Once property is re-rented for a year, it is subject to rent control based on the higher rent.

Just Cause

Required. Every termination notice must state “the grounds under which possession is sought” and must advise the tenant that advice regarding the notice is available from the board. (§ 37.9.)

Other Features

Tenant or board may sue landlord, following either unsuccessful eviction attempt or successful eviction based on falsified reason, for treble damages and attorneys’ fees. (§ 37.9(f).) Landlord must file copy of tenancy termination notice (except Three-Day Notice to Pay Rent or Quit) with Rent Board within ten days after it is served on the tenant. (§ 37.9(c).) Must have just cause to remove certain housing services (such as parking and storage facilities) from a tenancy. (§ 37.2(r).)

Section 37.3(11)(A), effective 11/9/15: Prohibits rent increases solely because of the addition of an occupant to an existing tenancy, notwithstanding a lease provision permitting such an increase; allows additional occupants (within specified occupancy limits) to occupy the rental unit notwithstanding a lease provision that limits the number of occupants or limits or prohibits subletting, if the landlord has unreasonably denied the tenant’s request to add such occupant(s); requires landlord to provide 10-day opportunity to cure breach of lease for the unauthorized addition of occupants; amends provisions concerning certain just cause reasons for eviction; changes certain eviction notice requirements; imposes re-rental restrictions after certain no-fault evictions.

Beginning March 7, 2015, landlords are required to provide tenants specific written disclosures and file a form with the Rent Board certifying that the statutory written disclosures were provided to the tenants before initiating a buyout negotiation with the tenants. Buyout agreements are now required to be in writing and include specific statements in order to take effect. Landlords will have to file a copy of the buyout agreement with the Rent Board and keep certain records for up to five years.

Tenants will have 45 days to rescind any buyout agreement even if the landlord follows all of the new rules and procedures. If a landlord either fails to provide the written disclosures to the tenant, or fails to follow the filing and record-keeping rules of the new law, or if the buyout agreement fails to conform to the new law, the tenant, the City, or certain nonprofit groups will be able to sue the landlord for actual and statutory damages and recovery of attorneys’ fees. In addition, beginning October 31, 2014, any buyout agreement of an elderly or disabled tenant with more than 10 years of occupancy, or a catastrophically ill tenant with more than five years of occupancy, will bar the

property forever from condo conversion. The buyout of “two or more tenants” beginning October 31, 2014, will delay condo conversion by a minimum of 10 years. The legislation is ambiguous as to whether the law limits condo conversion for 10 years when there is only one buyout agreement of two or more tenants, or buyout agreements of two or more tenants from two or more units; and as to whether the limits on condo conversion due to buyout agreements apply to lottery condo conversions only, or include nonlottery condo conversions, as well. Litigation regarding the validity of the entire law, as well as specific ambiguous and/or overreaching provisions of the law, has begun.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Tenant “habitually pays the rent late or gives checks which are frequently returned”	This can only be used if tenancy is month to month, by using 30-day notice.
Breach of lease provision, following written notice to cease.	Three-Day Notice to Perform Covenant or Quit is used. Tenant must be given “written notice to cease,” which precludes an unconditional Three-Day Notice to Quit, even if the breach is uncorrectable.
Commission of a legal nuisance (disturbing other residents) or damaging the property.	Unconditional Three-Day Notice to Quit may be used.
Tenant is using the property for illegal purpose.	The tenant is using or permitting a rental unit to be used for any illegal purpose, provided however that a landlord shall not endeavor to recover possession of a rental unit solely: (A) As a result of a first violation of Chapter 41A that has been cured within 30 days’ written notice to the tenant; or, (B) because the illegal use is the residential occupancy of a unit not authorized for residential occupancy by the city. (§ 37.9(4).)
Tenant refuses, after written demand by landlord, to agree to new rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required. However, a written notice giving the tenant at least three days to sign the new agreement or leave should be served on the tenant with the proposed new lease or rental agreement.
Tenant, after written notice to cease, continues to refuse the landlord access to the property as required by CC § 1954.	If provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, 30-day notice specifying reason, following written demand for access to property.
Landlord wants to sell unit following condominium-conversion approval pursuant to separate city ordinance.	Allowed only if rental agreement is month to month. Ownership must have been previously registered with board. Landlord must get all necessary approvals first. New tenants must stay there for a year.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Landlord wants to demolish the unit.	Allowed only if rental agreement is month to month. Ownership must have been previously registered with board. Landlord must obtain all necessary permits first.
<p>Landlord owning at least 25% interest (10% if bought before 2/91) wants to move self, parent, grandparent, child, grandchild, brother, sister, or spouse (including domestic partner) of any of the foregoing into the property. Note that spouses and domestic partners (those registered as such pursuant to the San Francisco Administrative Code Chapter 62.1 and 62.8) may aggregate their interests, but not tenants in common. Evictions for this reason are known as “owner move-in” evictions, or “OMI” evictions. They are the most contentious type of eviction and are often the subject of prolonged litigation. Before commencing an OMI eviction, you would be well advised to check the ordinance and the Rent Board website, which is extremely helpful, for updates, details, and any added regulations.</p>	<p>Eviction for this reason is allowed only if rental agreement is month to month. Also, ownership must have been previously registered with board.</p> <p>By popular vote in November 1998 (Proposition G), effective December 18, 1998, OMIs are not allowed as to: (1) Seniors 60 years of age or older who have lived in the rental for at least ten years; (2) disabled or blind tenants who meet the Supplemental Security Income/ California State Supplemental Program (SSI/SSP) criteria for disability, as determined by the program or any other method approved by the Rent Board, who have lived in the rental for at least ten years; and (3) tenants with a “catastrophic illness” (as certified by the tenant’s primary care physician) who have lived in the rental for at least five years. There are several restrictions to allowable OMIs. The landlord must live in the same building as the unit that is the subject of the OMI (unless the landlord owns only one unit in the building). Only one “owner move-in” eviction is allowed for a single building. The unit that is the subject of the first OMI becomes the designated OMI unit for that building for the future. Landlords may not do an OMI as to a particular unit if there is a comparable vacant unit in the building, and must cease eviction proceedings if a comparable unit becomes available prior to recovering possession. For buildings of three or more units built before 6/79, the landlord must obtain a conditional use permit from the city planning department. Certain tenants will be entitled to a \$1,000 relocation benefit from the landlord. The landlord or other qualified relative who occupies the recovered unit must move in within three months and reside there continuously for 60 months. Where tenant has lived in property over a year, and has a child attending school, evictions during school year are prohibited under some conditions. (§ 37.9(j).) Following service of OMI notice, initial rent landlord may charge a new tenant is limited for a five-year period to no more than what displaced tenant would have paid had displaced tenant remained in occupancy.</p> <p>Tenant who was charged excess rent during the five-year period following an OMI notice can sue landlord for treble damages and/or injunctive relief.</p> <p>Nonprofit San Francisco tenant rights organizations can sue for wrongful eviction and collection of excess rent following an OMI eviction. The statute of limitations for such actions is three years, and monetary awards for rent overpayments may be doubled rather than trebled.</p>

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Landlord wants to rehabilitate the property or add capital improvements.	Allowed only if rental agreement is month to month. Ownership must have been previously registered with board. Can't evict if rehab financed by city with "RAP" loans. If improvements are not "substantial rehabilitation" of building 50 or more years old, landlord must give tenant right of first refusal to reoccupy property when work is completed.
Landlord wants to permanently remove property from the rental housing market.	Allowed only if rental agreement is month to month. Ownership must have been previously registered with board. Although the ordinance requires that the landlord must pay relocation compensation of \$1,500-\$3,000, the Court of Appeal ruled in a case involving Berkeley's ordinance that this requirement was illegal, as preempted by the state Ellis Act. (See <i>Channing Properties v. City of Berkeley</i> , 11 Cal.App. 4th 88, 14 Cal.Rptr.2d 32 (1992).)
Fixed-term lease has expired, and person occupying property is subtenant not approved by landlord.	No notice is required. Ordinance allows eviction on this basis only if person living there is not original tenant or approved subtenant. (If lease has not expired and contains no-subletting clause, Three-Day Notice to Quit to evict for breach of lease used.)

San Jose

Name of Ordinance

San Jose Apartment Rent Ordinance, Tenant Protection Ordinance, San Jose Municipal Code Chapter 17.23, and companion regulations.

Adoption Date

§ 11.100 adopted 11/2016. § 11.102 adopted 1/2017.

Exceptions

Applies to all units built before September 7, 1979, except condos, townhouses and other buildings with two or fewer dwelling units; rooms rented for less than thirty days; hospitals; extended care facilities; emergency residential shelters; asylums; nonprofit homes for the aged, fraternity houses, sorority houses, or dormitories; government-operated or -subsidized rental units. (§ 17.23.150.)

Administration

San Jose Rental Rights and Referrals Program
200 East Santa Clara Street
San Jose, CA 95113
408-975-4480

Tenant Protection Ordinance Overview and links: www.sanjoseca.gov/index.aspx?nid=5518. The telephone menu at 408-975-4480 also provides helpful information. Municipal Code is accessible at www.sanjoseca.gov. Rent control portions are in Title 17, Chapter 17.23.

Registration

Annual registration and fee required.

Eligible units automatically enrolled into Tenant Cause Protection when tenant submits written complaint to either the landlord or a city agency about repair issues, defects, or related violations.

Eligible unit also enrolled when (1) material code violation discovered during city inspection; (2) landlord won't allow an inspection and the inspector obtains a warrant; (3) unit is subject of court order or other action for housing, building, or fire code violation; (4) unit is within the 12-month

period before removal from rental market under the Ellis Act; (5) the apartment is subject to the San Jose Apartment Rental Ordinance and is unregistered; (6) unit is unpermitted; or (7) property owner is renting one or more units short-term. (§ 17.23.1220.)

Vacancy Decontrol

Unit returns to market rate upon a voluntary vacancy or one that follows an eviction based on just cause.

Just Cause

Required (see below). (§ 17.23.1250.)

Other

Rent increases may only be given once in a 12-month period. Annual general rent increases may not exceed the monthly rent charged for the previous 12 months multiplied by 5%. Landlords seeking higher increases must follow a petition for fair return process. (§ 17.23.310.)

Tenant buyout regulations provide specific tenant protections when landlords pay tenants to vacate rental units. Landlords must also file signed buyout agreements and required disclosure forms with the Rent Board. (San Jose ARO Regulations for Chapter 17.23 of Title 17.)

Landlord may not disclose or threaten to disclose tenants' immigration or citizenship status to authorities for the intent of retaliation and must post a city-provided notice in the common areas regarding this prohibition. Landlord also may not threaten to bring an action to recover possession, cause the tenant to quit involuntarily, serve any notice to quit or Notice of Termination, reduce services, report or threaten to report the tenant, tenant household, or individuals the landlord knows to be associated with the tenant to the immigration authorities, or increase the rent where the landlord's intent is retaliation against the tenant for the tenant's assertion or exercise of rights.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Failure to pay rent.	
Material or habitual violation of the lease.	Landlord must issue written demand to cure based on terms tenant initially accepted in writing or as part of rental agreement. If terms added after creation of tenancy, tenant must have accepted terms/made them part of rental agreement after landlord notified tenant in writing that tenant need not accept such terms. Allowing additional specified family member occupants is not a material violation provided the total number of occupants does not exceed the number permitted by the rental agreement or two adults per bedroom, whichever is greater. Landlord's refusal to allow nonspecified family member must not be unreasonable. (§ 17.23.1250(2)(b)(ii).)
Substantial damage to the unit.	Landlord must give tenant written notice to cease and reasonable time to cure.
Refusal to agree to a like or new rental agreement upon expiration of a prior rental agreement.	Existing lease must have expired and proposed new agreement contains no different or unlawful terms.
Nuisance behavior.	After receiving written notice to cease, tenant continues disorderly conduct that destroys the peace, safety, or comfort of landlord or other tenants in the structure.
Criminal activity.	Landlord may evict a household if, after notice, residents fail to remove a violating tenant and amend the lease (where necessary) within a reasonable time. Residents must either file a restraining order or provide evidence of similar steps being taken to remove the violating tenant, or remove the violating tenant from the household and provide written notice to the landlord that the violating tenant is gone. A "violating tenant" means an adult tenant indicted by a grand jury or "held to answer" for a serious or violent felony (as defined under Penal Code § 1192.7) committed during tenancy and within 1,000 feet of the premises. The criminal history of a tenant prior to the tenancy is not a basis for eviction.
Refusing access to the unit, requested in accordance in law.	Written notice to cease and reasonable time to comply are required. If provision is in lease, landlord can use three-day notice giving tenant option of allowing access or moving. If not, and tenancy is month to month, landlord can use 30-day notice specifying reason, following written demand for access to property.
Unapproved holdover subtenant at end of lease term.	No notice required. Eviction on this basis is allowed only if person living there is not original tenant or approved subtenant.
Substantial rehabilitation of the unit to bring unit into code compliance.	Must first obtain all required permits; repairs must cost at least 10 times monthly rent times number of units being repaired, and must render the unit uninhabitable for 30+ days. Tenant must be given right to reoccupy unit at comparable rent or be offered any comparable unit owned by landlord. Landlord must also provide relocation assistance per § 17.23.1250(B).

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Withdrawal from market or demolition of all rental units.	120-day eviction notice must be provided. Disabled tenant who has resided in the unit for more than one year, or an elderly tenant, must receive one-year notice. Tenant is entitled to relocation benefits based upon the number of bedrooms in the unit, up to \$12,414. Households with one or more low-income, elderly, disabled, terminally ill tenants; or who have a child enrolled in a K-12 school, are entitled to an additional 40% of the base payment. (§ 17.23.1250.)
Owner move-in.	Owner must have at least 50% interest in the unit. Owner or family member's occupancy must be at least 36 consecutive months and must commence within three months of vacancy. If moving in family member, owner's principal residence must be located in same building. Owner must pay relocation assistance per § 17.23.1250(B).
Court or city issued order to vacate.	Landlord must provide relocation assistance.
Landlord seeks to recover the unit to end an unpermitted use.	Landlord must give relocation assistance.

San Leandro

Name of Ordinance

San Leandro Municipal Code
Rent Review Ordinance
Title 4, Public Welfare
Chapter 4-32 Rent Review
§§ 4-32-100–4-32-500.

Adoption Date

April 2, 2001.

Exceptions

Applies to any housing unit offered for lease on a parcel containing at least two tenant-occupied housing units. Single-family, condominium, and townhome rental units are exempt. (§ 4-32-105.)

Administration

Rent Review Board
City of San Leandro
835 East 14th Street,
San Leandro, CA 94577
510-577-6003
tliao@sanleandro.org

Registration

Not required.

Vacancy Decontrol

Not applicable (ordinance does not regulate rents).

Just Cause

Not required.

Other Features

Provides for voluntary nonbinding dispute resolution when landlords seek either two or more rent increases within a 12-month period, or any increases exceeding 7%. (§ 4-32-300.)

Mediation and nonbinding arbitration hearings are conducted by a city-council-appointed Rent Review Board. The city manager can hear limited appeals.

Landlords must include a designated notice of the rent review procedure with any rent increases. Violation renders increases void and operates as a complete defense to unlawful detainer actions based on failure to pay rent increases. Tenants may recover all illegal rent increase amounts paid. Landlords must properly renotify tenants prior to demanding or accepting any increases in rent.

Santa Barbara

Name of Ordinance

Tenant Displacement Assistance
Santa Barbara Municipal Code
Chapter 28.89
§§ 28:89.010–28:89.050.

Adoption Date

2006.

Administration

Rental Housing Mediation Program
630 Garden Street
Santa Barbara, CA 93101
805-564-5420
www.santabarbaraca.gov

Main Features

Under the Tenant Displacement Assistance Ordinance, landlords must pay monetary displacement assistance for designated discretionary property changes like demolition of rental units or change of use that result in a displacement of eligible resident households. Displacement assistance equals four times the median advertised rental rate or \$5,000, whichever is greater. Special needs resident households with at least one disabled, low income or elderly member must be paid five times the median advertised rental rate or \$6,000, whichever is greater. (§§ 28.89.010–28.89.050.)

For tenants in general, the City of Santa Barbara Rental Housing Mediation Program (RHMP) provides information and volunteer nonbinding mediation services to landlords and tenants as an alternative to resolving disputes in court. RHMP also serves rental properties located in the cities of Carpinteria and Goleta, California. www.santabarbaraca.gov/services/home/rhm/default.asp.

Santa Cruz

Name of Ordinance

Ordinance No. 2018-03.

An Interim Emergency Ordinance of the City Council of the City of Santa Cruz Establishing a Temporary Moratorium on Certain Residential Rent Increases Not To Exceed Two Percent in the City of Santa Cruz.

Ordinance No. 2018-04.

An Interim Emergency Ordinance of the City Council of the City of Santa Cruz Requiring Just Cause for Tenant Evictions Within The City.

Adoption Date

February 13, 2018. The voter-submitted Santa Cruz Rent Control and Tenant Protection Act (Protection Act) has qualified for the November 2018 ballot. Both Ordinance No. 2018-03 and 2018-04 automatically expire upon certification of the election results if the Protection Act fails to pass, or upon the Protection Act's effective date if passed.

Exceptions

For rent freeze: Single-family residences, condominiums, and townhouses that are separately owned; rental units with an initial certificate of occupancy dated on or after February 1, 1995; hotels, motels, inns, bed and breakfasts and other short-term rentals; hospitals, convents, residential care facilities, dormitories and other group homes; government-owned units, Section 8 subsidized units, and other units exempted by state or federal law. (Ordinance No. 2018-03, § (3)(B).)

For just cause: Any rental unit that constitutes the landlord's sole rental property. Single-family residences, duplexes, and single-family residences with accessory dwelling units are also exempt if the landlord resides onsite. (Ordinance No. 2018-04, § (3)(F).)

Administration

City of Santa Cruz

Housing and Community Development Division
809 Center Street
Santa Cruz, CA 95060
831-420-5150

Registration

Not required.

Rent Control

Rent increases on specified properties are limited to a maximum of 2% annually. (Ordinance No. 2018-03, § (3)(A).)

Vacancy Decontrol

Initial rent can be set at market level.

Just Cause

Required (see below). Ordinance No. 2018-04, § (3)(A).)

Other Features

The city may enforce the rent cap via administrative fines of up to \$4,000. Tenants may also file civil suits for enforcement and may recover all damages, plus reasonable attorneys' fees and costs. Tenants may also be entitled to triple damages if a court finds that a landlord has acted willfully or with oppression, fraud, or malice. (Ordinance No. 2018-03, §§ 4,5.)

Landlords who believe the rent cap deprives them of a "just and reasonable return" on their investments can petition the city manager for increases above 2%. (Ordinance No. 2018-03, § (3)(F).)

A separate permanent ordinance requires landlords to pay relocation assistance for evictions resulting from unsafe/hazardous living conditions or illegal use of structures as residences. (Ordinance No. 2018-02.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Failure to pay rent.	
Material breach of the terms of a lease or rental agreement.	Landlord may not terminate a tenancy as a result of the addition of a family member, such as tenant's child, foster child, parent, sibling, spouse, or partner.
Nuisance, following written notice to cease.	
Illegal activity.	
Failure to give access following written notice to cease.	
Necessary and substantial repairs requiring temporary vacancy.	
Landlord move-in as primary residence of landlord or close relative.	Owner move-in not available where existing tenant is disabled, 62+ or terminally ill, unless owner or relative also meets one of these criteria.
Withdrawal of all rental units on entire property permanently from the rental market.	Tenants are entitled to a minimum of 120-day notice, or one year in the case of disabled or senior tenants.

Santa Monica

Name of Ordinance

The Charter of the City of Santa Monica
 Article XVIII—Rent Control Law
 §§ 1800–1821.
 Article 4—Public Welfare, Morals and Policy.
 Chapter 4.27 Tenant Evictions for Owner
 Occupancy
 §§ 4.36.10–4.36.140.
 Chapter 4.27 Tenant Relocation Assistance
 §§ 4.27.030.
 Chapter 4.56—Tenant Harassment Ordinance
 §§ 4.56.010–4.56.050.

Adoption Date

Charter: 4/10/79. Last amended 2010.
 Tenant Relocation: 2/27/90 last amended 3/28/17.
 Tenant Harassment: 10/10/95 last amended
 01/13/15.

Exceptions

Units constructed after 4/10/79; owner-occupied single-family residences, duplexes, and triplexes; single-family dwellings not rented on 7/1/84. (Charter Amendment (C.A.) §§ 1801(c), 1815; Regulation (Reg.) §§ 2000 and following, §§ 12000 and following.) However, rental units other than single-family dwellings not rented on 7/1/84 must be registered and the exemption applied for.

Administration

Rent Control Board
 1685 Main Street, Room 202
 Santa Monica, CA 90401
 310-458-8751
 Email: rent_control@csanta-monica.org
 Websites: www.smgov.net/rentcontrol
 This is an excellent site. Includes rent control laws in “Charter Amendment and Regulations”—both of which are not in the Municipal Code. See also www.tenant.net/Other_Areas/Calif/smonica/rentctrl.html.

Registration

Required. Rent amounts for all new tenancies after January 1, 1999 must be registered with the Rent Control Board. (C.A. §§ 1803(q), 1805(h).)

Vacancy Decontrol

State law (CC § 1954.53) supersedes the ordinance. Upon voluntary vacancy or eviction for nonpayment of rent, rents may be increased to any level following such vacancies. Once property is rerented, it is subject to rent control based on the higher rent.

Just Cause

Required. Specific good cause to evict must be stated in the termination notice. (Reg. § 1806(e).)

Other Features

Landlord’s complaint must allege compliance with rent control ordinance. (C.A. § 1806.)

Owners must provide a board-mandated Rent Control Information Sheet to tenants at time of rental. (1302(g).)

Specific requirements apply where tenant agrees to vacate rent-controlled unit in exchange for a sum of money. (§ 4.56.50.)

A defense is available in the event of an Ellis or owner move-in eviction when a child under the age of 18 or any educator resides in the unit, the child or educator is a tenant in the unit or has a custodial or family relationship with a tenant in the unit, the tenant has resided in the unit for 12 months or more and the effective date of the notice of termination of tenancy falls during the school year. (§ 4.27.050.)

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision.	Three-Day Notice to Perform Covenant or Quit is used. Ordinance requires that the tenant has “failed to cure such violation,” which precludes an unconditional Three-Day Notice to Quit, even if the breach is uncorrectable.
Willful causing or allowing of substantial damage to premises, or commission of nuisance that interferes with comfort, safety, or enjoyment of the property, following written notice.	No requirement for alternative three-day notice giving tenant the option of correcting the problem. Three-Day Notice to Quit may be used.
Tenant is convicted of using the property for illegal purpose.	Three-Day Notice to Quit may be used, but only if tenant is actually convicted. This appears to mean that drug dealers can’t be evicted unless first convicted. This provision may violate state law, which does not require a conviction. See CCP § 1161(4).
Tenant refuses to agree to rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required. However, an improvised notice giving the tenant several days to sign the new agreement or leave is a good idea.
Tenant, after written notice to cease, continues to refuse the landlord access to the property as required by CC § 1954.	If provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, 30-day notice specifying reason, following written demand for access to property.
Fixed-term lease has expired, and person occupying property is subtenant not approved by landlord.	No notice is required. Eviction on this basis is allowed only if person living there is not original tenant or approved subtenant. (If lease has not expired and contains no-subletting clause, Three-Day Notice to Quit to evict for breach of lease.)
Landlord wants to move self, parent, child, brother, sister, or spouse of foregoing into property.	Eviction for this reason is allowed only if rental agreement is month to month. Landlord must include on the termination notice the name of the current tenant, the rent charged, and the name, relationship, and address of person to be moving in. The notice must be filed with the board within three days of service on the tenant. (Reg. § 1806(e.) The landlord must pay a relocation fee of up to \$19,800 (\$22,750 where the household includes senior/disabled/ minor.) (§ 4.36.020; § 4.36.040.) The landlord must also offer any comparable vacant unit in the same building to the tenant and must allow the tenant to move back into the property if the relative does not occupy it within 30 days after the tenant moves out.
Landlord wants to demolish property, convert to condominiums, or otherwise remove property from rental market. (City’s very strict ordinance has been modified by the state Ellis Act, which severely limits cities from refusing removal permits. See <i>Javidzad v. City of Santa Monica</i> , Cal. App.3d 524, 251 Cal.Rptr. 350 (1988).)	Allowed only if tenancy is month to month. Although the ordinance requires a landlord to pay a relocation fee of up to \$19,800 (\$22,750 where household includes senior/disabled /minor), the Court of Appeal ruled this requirement contained in a similar ordinance was illegal, as preempted by the state Ellis Act. (See <i>Channing Properties v. City of Berkeley</i> , 11 Cal.App.4th 88, 14 Cal.Rptr.2d 32 (1992.)) The <i>Channing Properties</i> ruling appears to apply only in cases where the landlord just wants to remove the property from the housing market.

Thousand Oaks

Name of Ordinance

Rent Stabilization Ordinance
Ordinance Nos. 755-NS, 956-NS, 1284-NS.

Adoption Date

7/1/80. Last amended 5/20/97.

Rent Control

Apartment rent control does not apply to tenants who moved into their apartment units after 1987. Only tenants who have lived in the same rent-controlled unit since 1987 are eligible for rent control.

Exceptions

Units constructed after 6/30/80; “luxury” units (defined as 0, 1, 2, 3, or 4+-bedroom units renting for at least \$400, \$500, \$600, \$750, or \$900, respectively, as of 6/30/80); single-family residences, duplexes, triplexes, and fourplexes, except where five or more units are located on the same lot. (§ III.L of 956-NS.)

Administration

Community Development Department
2100 Thousand Oaks Boulevard,
Civic Arts Plaza, 2nd Floor, Suite B
Thousand Oaks, CA 91362
805-449-2322

Website: www.toaks.org. This is the official city site, but it has no rent control information. The Municipal Code is accessible, but rent control ordinances are not available online.

Registration

Required. (§ XIV of 956-NS.)

Vacancy Decontrol

Rent controls are permanently removed after tenant voluntarily vacates or is evicted for cause.

Just Cause

Required. (§ VIII of 956-NS.) Termination notice must state specific reason for termination.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Breach of lease provision, following written notice to correct.	Three-Day Notice to Cure Covenant or Quit is used. Ordinance requires that the tenant be given “written notice to cease,” which precludes an unconditional Three-Day Notice to Quit, even if the breach is uncorrectable.
Tenant continues to damage property or disturb other tenants, following written notice to cease.	Even if the tenant is causing nuisance or damage for which state law would allow use of a Three-Day Notice to Quit, ordinance requires that Three-Day notice be in alternative “cease or quit” form.
Tenant is using the property for illegal purpose.	Ordinance allows use of unconditional Three-Day Notice to Quit.
Tenant refuses, after written demand by landlord, to agree to new rental agreement or lease on expiration of prior one, where new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required. However, written notice giving the tenant at least three days to sign the new agreement or leave should be served on the tenant with the proposed new lease or rental agreement.
Tenant has refused the landlord access to the property as required by CC § 1954.	If provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, use 30-day notice specifying reason.
Fixed-term lease has expired, and person occupying property is subtenant not approved by landlord.	No notice is required. Eviction on this basis is allowed only if person living there is not original tenant or approved subtenant. (If lease has not expired and contains no-subletting clause, use Three-Day Notice to Quit to evict for breach of lease.)
Landlord wants to substantially remodel, convert to condominiums, or demolish property.	Allowed under state law only if fixed-term tenancy has expired, or month-to-month tenancy is terminated by 30-day notice.
Landlord seeks to permanently remove the unit from the rental housing market.	Allowed under state law only if fixed-term tenancy has expired, or month-to-month tenancy is terminated by 30-day notice. (Although ordinance requires “good faith” to demolish, a euphemism for not doing it because of rent control, the state Ellis Act severely limits cities from refusing demolition permits on this basis.)

Union City

Name of Ordinance

Union City Municipal Code
Title 5 Business Licenses and Regulations
Chapter 5.55 Rent Review
§§ 5.55.010–5.55.050.

Adoption Date

June 27, 2017.

Exceptions

The ordinance is applicable to “... any housing unit offered for rent or lease in the City.” A mobile home is included only if a tenant rents the unit itself. Excludes any housing subject to a “recorded regulatory agreement.” (§ 5.55.020.)

Administration

City of Union City
Housing and Community Development Division
34009 Alvarado-Niles Road
Union City, CA 94587
510-471-3232
www.unioncity.org/154/Housing

Registration

Not required.

Rent Control/Vacancy Decontrol

Not applicable (ordinance does not regulate rents).

Just Cause

Not required.

Other Features

Requirement for nonbinding conciliation/mediation: Landlord must provide the tenant with a city mandated Notice of Availability of Rent Review form before demanding or accepting any rent increase. A tenant subject to either a single rent increase, or multiple increases in a 12 month period, that exceed 7% can request nonbinding mediation. (§ 5.55.040.) Landlord must participate in conciliation and mediation or the rent increase is void.

West Hollywood

Name of Ordinance

Rent Stabilization Ordinance, West Hollywood Municipal Code, Title 17, §§ 17.04.010–17.68.01, and Title 2, §§ 2.20.010–2.20.030.

Adoption Date

6/27/85. Last amended 2009.

Exceptions

Units constructed after 7/1/79 and units where owner has lived for two or more years (“just cause” eviction requirements do apply, however). However, many exemptions must be applied for in application for exemption (see below). (§ 17.24.010.)

Administration

Department of Rent Stabilization and Housing
8300 Santa Monica Boulevard
West Hollywood, CA 90069
323-848-6450
Websites: www.ci.west-hollywood.ca.us or www.weho.org. Click “City Hall,” then “Municipal Code.”

Registration

Required. (§§ 17.28.010–17.28.050.)

Vacancy Decontrol

State law (CC § 1954.53) supersedes ordinance except where tenant evicted for reason other than nonpayment of rent.

On voluntary vacancy or eviction for nonpayment of rent, rents may be increased to any level on rerenting following such vacancies. (§ 17.40.020.)

On eviction for reasons other than nonpayment of rent, ordinance does not allow an increase.

Once property is rerented, it is subject to rent control based on the higher rent.

Just Cause

Required. (§ 17.52.010.) This aspect of the ordinance applies even to new construction, which is otherwise exempt from ordinance. Termination notice must state “with particularity the specific grounds” and recite the specific paragraph of ordinance under which eviction sought. State law requires use of a 60-day termination notice of month-to-month tenancy, instead of a 30-day notice, for this city, if the tenant has occupied the premises for a year or more.

Other Features

Copy of any unlawful detainer summons and complaint must be filed with Rent Stabilization Commission. Numerous procedural hurdles apply when evicting to move self or relative into property, and substantial relocation fee must be paid to tenant.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Nonpayment of rent.	Ordinary Three-Day Notice to Pay Rent or Quit is used.
Failure to cure a lease or rental agreement violation within “a reasonable time” after receipt of written notice to cure it.	Three-Day Notice to Perform Covenant or Quit is used. Tenant must be given “a reasonable time” to correct the violation, which precludes an unconditional Three-Day Notice to Quit. Also, the tenant must have been “provided with a written statement of the respective covenants and obligations of both the landlord and tenant” before the violation. Giving the tenant a copy of the written lease or rental agreement should comply with this requirement. This ground is specifically not applicable if the violation is having another person living on the property in violation of the agreement if the person is a “spouse, domestic partner, child, parent, grandparent, brother, or sister” of the tenant. (Tenant, however, is required to notify landlord in writing of this fact and state the person’s name and relationship, when that person moves in.)
The tenant’s spouse, child, “domestic partner,” parent, grandparent, brother, or sister can be evicted if the tenant has left, unless that person lived in the unit for at least a year and the tenant died or became incapacitated.	State law allows eviction for this reason by three-day notice only if the tenant’s having moved the other person in was a violation of the lease or rental agreement. Thirty-day notice can be used if tenancy is month to month.
Commission of a legal nuisance (disturbing other residents) or damaging the property.	Unconditional Three-Day Notice to Quit may be used.
Tenant is using the property for illegal purpose.	Unconditional Three-Day Notice to Quit may be used.
Tenant refuses, after written demand by landlord, to agree to new rental agreement or lease on expiration of prior one, if new proposed agreement contains no new or unlawful terms.	This applies only when a lease or rental agreement expires of its own terms. No notice is required under state law. However, tenant must have refused to sign a new one containing the same provisions as the old one; a written notice giving the tenant at least three days to sign the new agreement or leave should be served on the tenant with the proposed new lease or rental agreement.
Tenant continues to refuse the landlord access to the property as required by CC § 1954.	If provision is in lease, three-day notice giving tenant option of letting landlord in or moving. If not, and tenancy is month to month, 30-day notice specifying reason.
Person occupying property is subtenant (other than spouse, child, “domestic partner,” parent, grandparent, brother, or sister) not approved by landlord. (No requirement, as in other cities, for lease to have expired.)	Thirty-day notice may be used if tenancy is month to month. Otherwise, Three-Day Notice to Quit may be used if lease or rental agreement contains provision against subletting.
Employment of resident manager, who began tenancy as such (not tenant who was “promoted” from regular tenant to manager) and who lived in manager’s unit, has been terminated.	This type of eviction is not covered in this book because the question of what is required is extremely complicated, depending in part on the nature of the management agreement. You should seek legal advice.
Employment of resident manager, who was a regular tenant before “promotion” to manager, has been terminated for cause.	Landlord must give tenant 60-day notice, give copy of notice to city, and pay tenant a relocation fee. There are other restrictions as well. This type of eviction can be extremely complicated; see a lawyer.
Landlord wants to move in, after returning from extended absence, and tenancy was under lease for specific fixed term.	No notice is required under state law when fixed-term lease expires, and ordinance doesn’t seem to require notice, either. However, written letter stating intent not to renew, or clear statement in lease, is advisable.

Reasons Allowed for Just Cause Evictions	Additional Local Notice Requirements and Limitations
Landlord wants to move self, parent, grandparent, child, brother, or sister into property, and no comparable vacant unit exists in the property.	Tenant must be given 90-day notice that states the name, relationship, and address of person to be moved in, and a copy of the notice must be sent to the Rent Commission. Landlord must pay tenant(s) of 15 months or more a "relocation fee" up to \$17,030 for rentals with three or more bedrooms (adjusted annually) and by size of unit. Qualified (elderly or disabled) or low-income tenants who fit exemption categories are eligible for payments up to \$22,616. (§ 17.52.020.) Tenants are liable for repayment of the fee if they have not moved at the end of the 90-day period. Person moved in must live in property for at least one year, or bad faith is presumed and tenant may more easily sue landlord for wrongful eviction. Not allowed if tenant is certified by physician as terminally ill.
Landlord wants to make substantial repairs to bring property into compliance with health codes, and repairs not possible while tenant remains.	Under state law, eviction for this reason is allowed only if rental agreement is month to month. Landlord must first obtain all permits required for remodeling. Thirty-day notice giving specific reason must be used.
Landlord has taken title to single-family residence or condominium unit by foreclosure. Person moved in must live in property for at least one year, or bad faith is presumed and tenant may more easily sue landlord for wrongful eviction.	Tenant must be given 90-day notice that states the name, relationship, and address of person to be moved in; and a copy of the notice must be sent to the Rent Commission. Landlord must also pay tenant(s) of 15 months or more a "relocation fee" up to \$17,030 for three or more bedrooms adjusted annually and by size of unit. Qualified (elderly or disabled) or low-income tenants who fit exemption categories are eligible for payments up to \$22,616. (§ 17.52.020.) Tenant is liable for repayment of the fee if he or she has not moved at the end of the 90-day period. Not allowed if tenant is certified by physician as terminally ill. (Vacancy decontrol provisions do not apply if property is re-rented following eviction.)

Westlake Village

This small city (population 10,000) has a rent control ordinance that applies to apartment complexes of five units or more (as well as to mobile home parks, whose specialized laws are not covered in this book). However, the city never had

more than one apartment complex of this size, and that one was converted to condominiums. Since there is therefore no longer any property (other than mobile home parks) to which the ordinance applies, we don't explain the ordinance here.



