

## URGENCY ORDINANCE NO. 23-18U

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, ADDING CHAPTER 8.19, ENTITLED TENANT PROTECTIONS, TO TITLE 8, HEALTH AND SAFETY, OF THE GOLETA MUNICIPAL CODE, DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA, AND DECLARING THE URGENCY THEREOF

**WHEREAS** decent, safe, and sanitary housing is a human necessity and right; and

**WHEREAS** there is a shortage of housing units on the South Coast of Santa Barbara County (the “County”) and in the City of Goleta (the “City” or “Goleta”), particularly for households in the moderate- and lower-income categories; and

**WHEREAS**, according to the most recent data from the US Department of Housing and Urban Development’s Comprehensive Housing Affordability Strategy (CHAS) based on the 2016-2020 American Community Survey (ACS) data, 48% of renter households in the City experience a cost burden of paying more than 30% of their income toward monthly housing costs; and

**WHEREAS** 71% of the cost-burdened renter households in the City are in the lower-income categories, earning less than 80% of area median income; and

**WHEREAS**, according to the City of Santa Barbara’s 2023 Rent Survey for the South Coast, the median advertised rental rate for a two-bedroom apartment was \$3,981; and

**WHEREAS** the vacancy rate is less than 1%, according to 2017-2021 ACS data, making it difficult and expensive to find a housing unit; and

**WHEREAS** eviction creates particular hardships for individuals and households of limited means, due to the shortage of housing and intense competition for such housing units in Goleta and the County more generally; and

**WHEREAS** housing instability threatens the public peace, health, and safety as eviction from one’s home can lead to homelessness, increased residential mobility, loss of community, strain on household

finances due to the necessity of paying rental application fees and security deposits, increased stress and anxiety, longer commute times and adverse traffic impacts if displaced workers cannot find affordable housing within the city in which they work, and disruption of the education of children in the home; and

**WHEREAS** recent high profile headlines highlighting mass termination of tenancies at apartment complexes, sometimes comprising hundreds of units each, in Isla Vista within the County and nearby Los Angeles, have drawn attention to an urgent need to protect tenants at a time of scarce rental inventory and low vacancy rates in the City and County; and

**WHEREAS** the California State Legislature passed the Tenant Protection Act of 2019 (“AB 1482”), codified in part in California Civil Code Section 1946.2 (“Section 1946.2”), which became effective by its own terms on January 1, 2020 and, with certain exceptions, established statewide just cause eviction protections and rent stabilization for residential tenants and authorized cities to enact more protective local regulations; and

**WHEREAS**, in October 2023, the California State Legislature adopted Senate Bill 567 (“SB 567”), amending sections of California Civil Code Section 1946.2 and Section 1947.12 (“Section 1947.12”) and adding new noticing requirements and enforcement mechanisms to the Tenant Protection Act of 2019, which is scheduled to take effect on April 1, 2024; and

**WHEREAS** the City wishes to provide stronger and more immediate tenant protections citywide than what is provided in state law, including AB 1482 and SB 567, and enact local regulations to protect renters from displacement and homelessness and thereby promote housing and neighborhood stability; and

**WHEREAS** City regulations are intended to provide additional tenant protections beyond state law requirements by making permanent the temporary protections provided under AB 1482, which would otherwise expire in 2030; and

**WHEREAS**, absent City regulations, owners may terminate the tenancy of residential tenants under state law, including AB 1482, without oversight by the City, and the City wishes to exercise greater oversight over such terminations; and

**WHEREAS** City regulations enacted by this Ordinance are more protective than the provisions of AB 1482 because the City regulations

provide additional protections and specific requirements for the exercise of no-fault just cause terminations of residential tenancies; and

**WHEREAS** the City Council finds and determines that regulating the relationship between residential landlords and tenants will increase certainty and fairness in the residential rental market, and be consistent with the stricter tenant protections that exist in neighboring localities; and

**WHEREAS** said tenant protection measures are in line with the City's General Plan policies that support affordable housing, including but not limited to HE 1.4 (Preserve Mobile Home Parks and Facilitate Mobile Home Park Ownership Opportunities), HE 1.5 (Limit Conversion of Rental Housing to Condominiums and Housing Units to Nonresidential Use), and HE 3.1 (Affirmatively Further Fair Housing Opportunities); and

**WHEREAS** said tenant protection measures are also consistent with existing City regulations aimed at preserving rental stock and affordable housing, such as Goleta Municipal Code (GMC) Chapter 17.29 Demolition, Relocation, and Loss of Dwelling Units; and

**WHEREAS**, in accordance with California Government Code Section 36937, and in order to protect the public health, safety, and welfare, the City Council also makes the following findings in support of the urgent nature of this Ordinance:

A. The City Council finds that this Urgency Ordinance is enacted in order to protect the public health, safety and welfare by adopting regulations that would assist in protecting residential tenants from the impacts of evictions. Specifically, this Urgency Ordinance helps mitigate the impacts and threats to the public peace, health, and safety that result to tenants and the public from residential evictions, including, among other things, an increase in homelessness (due to the shortage of affordable housing in Goleta and Santa Barbara County), financial household strain (due to the necessity of paying rental application fees and security deposits), loss of community, disruption to families, disruption to childhood education, increased stress and anxiety, and longer commute times and adverse traffic impacts (where workers cannot find affordable housing within the city in which they work), by creating a regulatory mechanism to ensure additional residential tenant protections; and

B. The City Council also finds that this Urgency Ordinance is necessary to promote the immediate preservation of the public welfare, health, and safety by establishing a regulatory mechanism for residential tenant protections that can be effective prior to the winter months, where the impacts of inclement weather can be

dangerous to both unhoused individuals and to the surrounding communities, where, amongst other things, fires are used by persons experiencing homelessness for warmth; and

C. Finally, the City Council further finds that the regulations contained in this Urgency Ordinance are reasonable and beneficial and assure that lawful tenant protections are immediately in place.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLETA DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals**

The City Council hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct.

**SECTION 2. Environmental Assessment**

Pursuant to CEQA Guidelines Sections 15061(b)(3) and 15378(b)(5), the proposed Ordinance does not qualify as a "project" for the purposes of CEQA, because the Ordinance does not result in direct or indirect physical changes in the environment. The Ordinance proposed does not, by itself, have the potential to cause a significant effect on the environment because the tenant protections enacted herein do not require or authorize any physical change to the environment. As such, the proposed Ordinance is exempt from CEQA review.

**SECTION 3. Tenant Protections**

Title 8 of the Goleta Municipal Code, Health and Safety, is amended to add Chapter 8.19, entitled Tenant Protections, to read in its entirety:

**Chapter 8.19 Tenant Protections**

Sections:

- 8.19.010 Purpose.
- 8.19.020 Applicability.
- 8.19.030 Definitions.
- 8.19.040 Just Cause for Termination of Residential Tenancy.
- 8.19.050 Mandatory Offer of Residential Lease.
- 8.19.060 Mandatory Right of First Refusal.
- 8.19.070 Additional Tenant Protections.
- 8.19.080 Remedies.

**8.19.010 Purpose.**

The residential rental housing market on the South Coast of Santa Barbara County, including the City of Goleta, has experienced long-term low vacancy rates, partly due to an ongoing housing shortage in the City and on the South Coast generally, resulting in less security and stability in the housing choices of residential tenants due to rapid rent increases or eviction without cause. Evictions and housing instability can lead to increased residential displacement and commute times, loss of community, interrupted education of children, financial strain, and temporary or prolonged homelessness. Procuring rental housing in the City or on the South Coast is difficult, particularly on short notice following eviction or whenever multiple households are evicted at the same time. This ordinance is necessary to protect the public health, safety, and general welfare by reducing the displacement of tenants into a rental housing market which affords them few and expensive options.

#### **8.19.020 Applicability.**

This Chapter applies to all Rental Units except:

- A. An Owner-occupied unit that is rented to a Tenant for less than one year.
- B. A Rental Unit occupied by a Tenant under a sublease that has a term less than one year.
- C. A Rental Unit where tenancy is an express condition of, or consideration for, employment under a written rental agreement or contract.
- D. Transient and tourist hotel occupancy as defined in Civil Code Section 1940(b), or Hotels and Motels as defined in Section 17.72.030 of the Goleta Municipal Code.
- E. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.
- F. Housing accommodations rented by a medical institution, which are then subleased to a patient or patient's family.
- G. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
- H. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner, who maintains their principal residence at the Rental Unit.
- I. Single-family Owner-occupied residences, including both of the following: (1) a residence in which the Owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit; or (2) a mobilehome.

- J. A property containing two separate dwelling units within a single structure in which the Owner occupied one of the units as the Owner's principal place of residence at the beginning of the tenancy, so long as the Owner continues to reside there, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.
- K. Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome.
- L. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of extremely low, very low, low, moderate, or above-moderate income up to 200% area median income, as defined in Section 50093 of the Health and Safety Code or Section 17.73.010 of the Goleta Municipal Code.
- M. Residential real property, including a mobilehome, that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:
  - 1. The Owner is not any of the following:
    - i. A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.
    - ii. A corporation.
    - iii. A limited liability company in which at least one member is a corporation.
    - iv. Management of a mobilehome park, as defined in Civil Code 798.2.
  - 2. The Tenants have been provided written notice that the residential property is exempt from this section using the following statement:

“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the Just Cause requirements of Section 1946.2 of the Civil Code or Section 8.19 of the Goleta Municipal Code. This property meets the requirements of Sections 1947.12(d)(5) and 1946.2(e)(8) of the Civil Code and the Owner is not any of the following: (1) a real estate investment trust, as defined in Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

- i. For tenancies existing before the effective date of this Chapter, the notice required under this Subsection (2) of this Section may, but is not required to, be provided in the rental agreement.
- ii. For any tenancy commenced or renewed on or after the effective date of this Chapter, the notice required

under this Subsection (2) must be provided in the rental agreement.

- iii. Addition of a provision containing the notice required under Subsection (2) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of Section 8.19.040(B)(5).
- N. Dwelling units in a condominium, community apartment, planned development or stock cooperative, or in a limited equity stock cooperative as defined in the California Business and Professions Code.
- O. Dwelling units acquired by the City of Goleta or any other governmental unit, agency, or authority and intended to be used for a public purpose.
- P. Lawfully operated short-term rentals (for 30 days or less).

### **8.19.030 Definitions.**

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "Intended Occupant" means the Owner of the residential real property or the Owner's spouse, domestic partner, child, grandchild, parent, or grandparent, who intends to occupy the Rental Unit for a minimum of 12 continuous months as that person's primary residence.
- B. "Just Cause" means any of the permissible reasons to issue a notice to terminate residential tenancy, as further described in Sections 8.19.040(B) and 8.19.040(C).
- C. "Landlord" means an owner, lessor, or sublessor, or the agent, representative, or successor of any of the foregoing persons or entities who receives, or is entitled to receive, rent for the use and occupancy of any Rental Unit or portion thereof.
- D. "Owner" means the owner of record for a Rental Unit.
- E. "Percentage change in the cost of living" means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. If a regional index is not available, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.
- F. "Qualified Tenant" means a Tenant who has continuously and lawfully occupied a Rental Unit for 12 months or who otherwise qualifies as a Tenant meriting Just Cause eviction protection under Civil Code Section 1946.2, Subdivision (a).

- G. "Rent" means the total consideration, including any bonus, benefit, or gratuity, charged or received by a Landlord in exchange for or connection with the use or occupancy of a Rental Unit and any separately charged amenities available to Tenants such as parking, storage, or other similar charges.
- H. "Rent Increase" means any additional rent charged to or paid by a Tenant for a Rental Unit.
- I. "Rental Unit" means any dwelling unit in any real property located within the City, regardless of zoning status, including the land and buildings appurtenant thereto and all housing services, privileges, and facilities, that is rented or available for rent for residential use or occupancy (regardless of whether the unit is also used for other purposes).
- J. "Residential Real Property" means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.
- K. "Substantially Remodel" or "Substantial Remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, State, and local laws, that cannot be reasonably accomplished in a safe manner with the Tenant in place and that requires the Tenant to vacate the Rental Unit for at least 30 days. To qualify, the Substantial Remodel must be for the primary purpose of bringing the Rental Unit into compliance with applicable health and safety codes. A Substantial Remodel does not include cosmetic improvements, including painting, decorating, minor repairs, routine maintenance, or other work that can be performed safely without having the Rental Unit vacated.
- L. "Tenant" means any renter, tenant, subtenant, lessee, or sublessee, or person entitled by written or oral agreement to occupy a Rental Unit to the exclusion of others.
- M. "Termination of Residential Tenancy" or "Terminate a Residential Tenancy" means, for purposes of this Chapter only, a termination of residential tenancy, as described in California Civil Code Sections 1946 to 1946.2, inclusive.

#### **8.19.040 Just Cause for Termination of Residential Tenancy.**

- A. Just Cause Required.
  - 1. Any Termination of Residential Tenancy of a Qualified Tenant requires Just Cause, which must be stated in full in a written notice as required by this Chapter. No Landlord of a Rental Unit shall Terminate a Residential Tenancy of a Qualified Tenant without complying with the requirements of this Chapter.



2. Just Cause includes at-fault Just Cause or no-fault Just Cause as defined in Subsections 8.19.040(B) and 8.19.040(C).

B. At-Fault Just Cause.

At-Fault Just Cause includes any of the following:

1. Default in the payment of Rent.
2. A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
3. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
4. Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
5. The Tenant had a written lease that terminated on or after January 1, 2020, or January 1, 2022, if the lease is for a tenancy in a mobilehome, and, after a written request or demand from the Landlord, the Tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.
6. Criminal activity by the Tenant on the Rental Unit, including any common areas, or any criminal activity or criminal threat, as defined in Subdivision (a) of Section 422 of the Penal Code, on or off the Rental Unit premises, that is directed at the Landlord for the Rental Unit; provided that criminal activity or criminal threat directed at a Tenant who is a victim of domestic violence shall not be the basis for at-fault or no-fault Just Cause eviction of the Tenant who is a victim of domestic violence.
7. Assigning or subletting the Rental Unit in violation of the Tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
8. The Tenant's refusal to allow the Landlord to enter the Rental Unit as authorized by Section 1101.5 and 1954 of the Civil Code, and Section 13113.7 and 17926.1 of the Health and Safety Code.
9. Using the Rental Unit for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
10. The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

11. When the Tenant fails to deliver possession of the Rental Unit after providing the Landlord written notice as provided in Civil Code Section 1946 of the Tenant's intention to terminate the hiring of the Rental Unit, or makes a written offer to surrender that is accepted in writing by the Landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

C. No-Fault Just Cause.

No-Fault Just Cause includes any of the following:

1. The Owner seeks in good faith to recover possession of the Rental Unit for use and occupancy by the Owner or the Owner's Intended Occupant.
  - i. For leases entered into on or after July 1, 2020, or July 1, 2022, if the lease is for a tenancy in a mobilehome, clause (1) shall apply only if the Tenant agrees, in writing, to the Termination of Residential Tenancy, or if a provision of the lease allows the Owner to terminate the lease, if the Owner, or the Intended Occupant, unilaterally decide(s) to occupy the Rental Unit. Addition of a provision allowing the Landlord to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of Section 8.19.040(B)(5).
  - ii. Subparagraph (1) does not apply if the Intended Occupant occupies a Rental Unit on the property or if a vacancy of a similar unit already exists at the property.
  - iii. The written notice of Termination of Residential Tenancy for a Just Cause pursuant to this subparagraph shall contain the name or names and relationship to the Owner of the Intended Occupant. The written notice shall additionally include notification that the Tenant may request proof that the Intended Occupant is an Owner or related to the Owner as defined herein. The proof shall be provided upon request and may include an operating agreement and other non-public documents.
  - iv. Subparagraph (1) applies only if the Owner or Intended Occupant moves into the Rental Unit within 90 days after the Tenant vacates and occupies the Rental Unit as a primary residence for at least 12 consecutive months.

- a. If the Intended Occupant fails to occupy the Rental Unit within 90 days after the Tenant vacates or fails to occupy the Rental Unit as their primary residence for at least 12 consecutive months, the Owner shall offer the unit to the Tenant who vacated it at the same rent and lease terms in effect at the time the Tenant vacated and shall reimburse the Tenant for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the Tenant in connection with the written notice.
  - b. If the Intended Occupant moves into the Rental Unit within 90 days after the Tenant vacates but dies before having occupied the Rental Unit as a primary residence for 12 months, as required by subclause (iv), this will not be considered a failure to comply with this section or a material violation of this section by the Owner as provided in subdivision 8.19.080.
2. The Owner seeks in good faith to recover possession to permanently withdraw the Rental Unit from the rental market in accordance with applicable state law.
3. The Owner seeks in good faith to comply with any of the following:
  - i. An order issued by a government agency or court relating to habitability that necessitates vacating the Rental Unit.
  - ii. An order issued by a government agency or court to vacate the Rental Unit.
  - iii. A local ordinance that expressly requires vacating the Rental Unit.
4. The Owner seeks in good faith to recover possession to totally demolish or to Substantially Remodel the Rental Unit, provided the Owner has done all of the following:
  - i. Obtained all permits necessary to carry out the demolition or Substantial Remodel from applicable governmental agencies.
  - ii. Given the Tenants an appropriate notice of Termination of Residential Tenancy as required by Section 8.19.040(E), advising the Tenants of the Owner's intent to terminate the tenancy in reliance on this subsection, which must include all of the following information:
    - a. A statement informing the tenant of the Owner's intent to demolish the Rental Unit or

Substantially Remodel the Rental Unit and providing the reason why the work cannot be reasonably accomplished in a safe manner with the Tenant in place and why the work requires the Tenant to vacate the Rental Unit for at least 30 days.

b. The following statement:

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

c. A description of the Substantial Remodel to be completed, the approximate expected duration of the Substantial Remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with one of the following:

- I. A copy of the permit or permits required to undertake the substantial remodel or demolition.
- II. Only if a notice is issued for the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, and if the remodel does not require any permit, a copy of the signed contract with the contractor hired by the Owner to complete the Substantial Remodel, which reasonably details the work that will be undertaken to abate the hazardous materials.

d. A notification that, in accordance with Section 8.19.060, if the Tenant is interested in

reoccupying the Rental Unit following the Substantial Remodel, the Tenant shall inform the Landlord of the Tenant's interest in reoccupying the Rental Unit following the Substantial Remodel and provide to the Landlord the Tenant's address, telephone number, and email address.

- iii. Filed with the Planning and Environmental Review Department, within five (5) calendar days after service of the notice of Termination of Residential Tenancy, a copy of the documents served on the Tenant and proof of such service, signed by the Owner under penalty of perjury, on the Tenant. The Owner shall maintain proof of service to the City as evidence that the Owner has complied with this section. The Owner's failure to provide proof of service shall create a rebuttable presumption that the Owner did not comply with this section.

D. Relocation Assistance Payments Required.

1. The Landlord of a Rental Unit who issues a notice of Termination of Residential Tenancy based upon no-fault Just Cause shall, within 15 calendar days after service of the notice, make a relocation assistance payment to each Qualified Tenant in an amount established by resolution of the City Council or two months' Rent that was in effect when the Landlord issued the notice of Termination of Residential Tenancy, whichever is greater.
2. When more than one Qualified Tenant occupies a Rental Unit, the Landlord shall divide the relocation assistance payment equally among the Qualified Tenants and make the divided relocation assistance payment to each Qualified Tenant.
3. The Landlord of the Rental Unit may elect to make one-half of the relocation assistance payment required by this Chapter to each Qualified Tenant within 15 calendar days after service of the notice of Termination of Residential Tenancy, and the remaining one half of the relocation assistance payment to each Qualified Tenant no later than the time that Qualified Tenant surrenders possession of the Rental Unit.
4. If a Qualified Tenant fails to vacate after the expiration of the notice of Termination of Residential Tenancy, the actual amount of any relocation assistance paid to the Qualified Tenant shall be recoverable as damages from that Qualified Tenant.
5. A Qualified Tenant is not entitled to relocation assistance, if any government agency or court determines that the tenant is

at fault for the condition or conditions triggering an eviction order or need to vacate for reasons listed in but not limited to those in Section 8.19.040(B).

6. Any relocation assistance or rent waiver required by State law shall be credited against the relocation assistance payment required by this Chapter, but only to the extent such credit is required by State law.

E. Notice Requirements.

1. The written notice to terminate tenancy shall state in full the facts and circumstances constituting the at-fault Just Cause or no-fault Just Cause for Termination of Residential Tenancy.
2. A written notice of Termination of Residential Tenancy based upon no-fault Just Cause must be provided at least 60 days before the date of termination and must inform each Qualified Tenant of their right to and the amount of a relocation assistance payment required by this Chapter.
3. Before a Landlord of a Rental Unit issues a notice of Termination of Residential Tenancy for Just Cause that is a curable lease violation, the Owner shall first give notice of the violation to each Qualified Tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served in accordance with California law to terminate the tenancy.

**8.19.050 Mandatory Offer of Residential Lease.**

- A. If a Tenant or prospective Tenant wishes to rent a Rental Unit from a Landlord and if the Landlord wishes to rent the Rental Unit to the Tenant or prospective Tenant, the Landlord must offer to the Tenant or prospective Tenant a written lease which has a minimum term of one year. The offer must be made in writing. The Landlord's signing of a lease which has a minimum term of one year shall be considered an offer in writing.
- B. If the Tenant or prospective Tenant accepts the offer of a written lease which has a minimum term of one year, this acceptance must be in writing, dated, and signed by the Tenant. The Tenant or prospective Tenant's signing of a lease signed by the Landlord, which has a minimum term of one year, will be considered an acceptance. The Tenant shall bear the burden of proving that they accepted the lease offer.
- C. If the Tenant or prospective Tenant rejects the offer for a written lease which has a minimum term of one year, this rejection must be in writing and signed by the Tenant on a dated single-page form which is either:

1. made available through the City's website; or
2. prepared by the Landlord or Tenant to communicate the rejection.

On or after the date the rejection is signed and delivered, the Landlord and Tenant or prospective Tenant may then enter into an agreement that provides for a rental term of less than one year. The Landlord shall have the burden of proving that the lease offer was made to the Tenant and whether the Tenant accepted or rejected the offer.

- D. If the Landlord and Tenant enter into a written lease which has a minimum term of one year, such lease must set the Rent for the Rental Unit at a rate or rates certain, and these rates shall not be otherwise modified during the initial term of such lease.
- E. If both the Landlord and the Tenant wish to continue the rental relationship, upon the expiration of the initial lease which has a minimum term of one year, a lease shall be offered again in accordance with the procedures of this section.
  1. Leases with a term of one year shall be offered annually.
  2. Leases with a term longer than one year shall be renewable at the expiration of each lease period for a minimum term of one year.
  3. A Landlord shall offer annually a written lease with a minimum term of one year to a Tenant who rejected an initial offer of a written lease with a minimum term of one year but who has rented a unit from the Landlord for a period of at least twelve months.
- F. If the Landlord does not wish to continue the rental relationship, then at the time the Landlord delivers notice of such Termination of Residential Tenancy, the Tenant shall be offered a one-session conciliation meeting with the Landlord using a publicly funded housing mediation service, if available, or a qualified mediator of mutual choice and provided at mutual expense. The results of any conciliation meeting shall not be binding unless agreed to by the Landlord and Tenant. A Tenant need not participate in a conciliation meeting. The remedies available under this chapter shall not be affected by a Tenant's inability or refusal to participate in conciliation.
- G. If a Rental Unit is rented subject to a written lease, when the lease in effect for such a unit expires, the ordinance codified in this Section shall then apply. If a Rental Unit is rented without a written lease, within ninety days after the effective date of this Chapter, the Landlord shall offer a written lease to the Tenant in accordance with this Section.

### **8.19.060 Mandatory Right of First Refusal.**

- A. For Termination of Residential Tenancy pursuant to Section 8.19.040(C)(4), the Landlord shall provide the Tenant of the unit at the time of termination a written Right of First Refusal to re-occupy the Rental Unit when it is ready to be occupied, provided the following:
  - 1. The Tenant must provide to the Landlord current contact information, including address, telephone number, and email address, at which to receive a notification related to the Right of First Refusal to re-occupy the unit.
  - 2. When the Rental Unit is ready for occupancy, the Landlord must make an offer to return and rent the Rental Unit under a new rental agreement containing substantially the same terms as the Tenant's most recent rental agreement with the Landlord.
- B. The written offer to re-occupy the unit shall include the rental price, the proposed terms, and any security deposit required. The rental price for the unit shall be set at no more than the total rental rate charged for the unit at the time of the notice of Termination of Residential Tenancy plus 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower. Where applicable, the lease term offered shall be in accordance with Section 8.19.050.
- C. The Tenant must return to the Landlord an affirmative written acceptance of the offer to return to and rent the unit within thirty (30) days of receipt of the offer.

**8.19.070 Additional Tenant Protections.**

- A. The City Manager may adopt administrative procedures and regulations to implement the provisions of this Chapter.
- B. It is illegal for a Landlord to retaliate against a Tenant for lawfully and peaceably exercising their legal rights, including but not limited to the right to file a complaint with Code Compliance staff at the City or other responsible agency. No Landlord may take any action increasing any Rent, reducing any service, causing the Tenant to involuntarily quit the premises, or discriminating against the Tenant because of the Tenant's use of any remedy provided by this Chapter.
- C. Any provision of a lease or rental housing agreement that purports to waive any provision of this Chapter is void as against public policy.

**8.19.080 Remedies.**

- A. Failure to comply with any provision of this Chapter shall render void a notice of Termination of Residential Tenancy, and any other notice by a Landlord to terminate a residential tenancy as described in California Civil Code Sections 1946 to 1946.2.
- B. Failure to include all required information in the notices required by this Chapter shall be a defense to any unlawful detainer action.



- C. Failure of a Landlord to comply with any of the provisions of this Chapter shall provide the Tenant with an affirmative defense in any legal action brought by the Landlord to collect Rent Increases made in violation of this Chapter.
- D. Failure of a Landlord to plead and prove compliance with any of the provisions of this Chapter shall provide the Tenant a defense in any action to recover possession of the Rental Unit.
- E. Any violation of this Chapter shall entitle the aggrieved Tenant to:
  - 1. Actual damages according to proof.
  - 2. Attorneys' fees and costs.
  - 3. Upon a showing that the Landlord has acted willfully or with oppression, fraud, or malice, up to three times the actual damages. An award may also be entered for punitive damages for the benefit of the Tenant against the Landlord.
  - 4. A Tenant may seek injunctive relief on behalf of Tenant or on behalf of other affected Tenants to enjoin a Landlord's violation of this Chapter.
- F. Remedies provided in this Section are in addition to any other existing legal remedies and not intended to be exclusive.
- G. The City Attorney is authorized to enforce this Chapter through administrative, civil, or criminal action. The City Attorney is further authorized to bring actions for injunctive relief on behalf of the City. The City Attorney shall seek recovery of costs, expenses, and attorneys' fees as allowed by law.

#### **SECTION 4. Severability.**

If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

#### **SECTION 5. Certification of City Clerk.**

The City Clerk shall certify to the adoption of this ordinance and, within 15 days after its adoption, shall cause it to be published in accordance with California Government Code section 36933.

#### **SECTION 6. Effective Date and Termination.**

This Urgency Ordinance is for the immediate preservation of public peace, health and safety, and therefore shall take effect immediately

pursuant to Government Code Section 36937 and shall continue until it is terminated by the City Council.

**INTRODUCED ON** the \_\_\_\_ day of \_\_\_\_\_, 2023.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_  
2023.

\_\_\_\_\_  
PAULA PEROTTE  
MAYOR

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
DEBORAH S. LOPEZ  
CITY CLERK

\_\_\_\_\_  
MEGAN GARIBALDI  
CITY ATTORNEY

STATE OF CALIFORNIA )  
COUNTY OF SANTA BARBARA ) ss.  
CITY OF GOLETA )

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, do hereby certify that the foregoing Ordinance No. 23-\_\_ was introduced on \_\_\_\_\_, and adopted at a regular meeting of the City Council of the City of Goleta, California, held on the \_\_\_\_\_, by the following roll-call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

(SEAL)

\_\_\_\_\_  
DEBORAH S. LOPEZ  
CITY CLERK