

TYPES OF PROPERTIES, TYPES OF SHARED USE, COMMENCEMENT OF TENANCY

| # | TYPE | EXISTING STATE PROTECTIONS | EXPANSION OPTION |
|---|--------------------------|---|--|
| 1 | AGE OF PROPERTY | ROLLING 15 YEARS | 1A. NO EXEMPTION FROM JUST CAUSE BASED ON AGE OF PROPERTY |
| | | | 1B. EXEMPTION FROM JUST CAUSE FOR FIVE OR TEN YEARS AFTER NEW CONSTRUCTION |
| 2 | TYPE OF STRUCTURE | OWNER-OCCUPIED DUPLEX, INDIVIDUALLY OWNED SFRs EXEMPT | 2A. NO EXEMPTIONS BASED ON TYPE OF STRUCTURE (ALL HOME TYPES COVERED BY JUST CAUSE) |
| | | | 2B. ONLY INDIVIDUALLY OWNED SFRs EXEMPT (SECOND DUPLEX UNIT, ADUs COVERED BY JUST CAUSE) |
| 3 | TYPE OF OCCUPATION | PROPERTIES WITH FACILITIES SHARED WITH OWNER EXEMPT | 3A. NO EXEMPTIONS BASED ON OWNER USAGE (SHARED HOUSING COVERED BY JUST CAUSE) |
| | | | 3B. RENTAL OF TWO OR LESS BEDROOMS EXEMPT, 3 OR MORE BEDROOMS RENTED COVERED BY JUST CAUSE (BOARDING HOUSES COVERED) |
| 4 | SPECIAL PURPOSE RENTALS | DORMS, INCOME RESTRICTED HOUSING (PUBLIC OR PRIVATELY OWNED), NURSING FACILITIES, ETC. EXEMPT | 4A. NO EXEMPTIONS FOR SPECIAL PURPOSE RENTALS |
| | | | 4B. PUBLIC HOUSING NOT EXEMPT FROM JUST CAUSE |
| | | | 4C. INCOME-RESTRICTED HOUSING OF ANY OWNERSHIP TYPE NOT EXEMPT FROM JUST CAUSE |
| 5 | ESTABLISHMENT OF TENANCY | JUST CAUSE @ ONE YEAR, OR 24 MONTHS IN CERTAIN MULTI-USER LEASES | 5A. PROTECTIONS ATTACH AT DAY ONE |
| | | | 5B. PROTECTIONS ATTACH AT SIX MONTHS |

PROPER FOR-CAUSE TERMINATION OF TENANCY

| # | TYPE | EXISTING STATE PROTECTIONS | EXPANSION OPTION |
|---|---|---|---|
| 6 | NON-PAYMENT OF RENT | NON-PAYMENT = BASIS OF EVICTION | 6A. NONPAYMENT OF ONE MONTH OR LESS DOES NOT QUALIFY AS JUST CAUSE |
| 7 | BREACH OF MATERIAL LEASE TERM | BREACH= BASIS OF EVICTION | 7A. NOTICE AND OPPORTUNITY TO CURE MATERIAL BREACH OF LEASE TERM REQUIRED BEFORE QUALIFIES AS JUST CAUSE |
| 8 | DAMAGE/WASTE OF PROPERTY & CAUSING NUISANCE | DAMAGE/WASTE= BASIS OF EVICTION AND CAUSING NUISANCE= BASIS OF EVICTION | 8A. NOTICE AND OPPORTUNITY TO CURE DAMAGE OR WASTE REQUIRED BEFORE QUALIFIES AS JUST CAUSE AND NOTICE AND OPPORTUNITY TO CURE CAUSING NUISANCE BEFORE QUALIFIES AS JUST CAUSE |
| 9 | NON-APPROVED SUBLET | UNAUTHORIZED SUBLET = BASIS OF EVICTION | 9A. LIMIT SUBLET AS BASIS FOR EVICTION UNLESS ATTEMPTED SUBLET IS UNREASONABLE |

PROPER NO-CAUSE TERMINATION OF TENANCY

| # | TYPE | EXISTING STATE PROTECTIONS | EXPANSION OPTION |
|----|----------------------------|---|--|
| 10 | OWNER MOVE IN | OWNER MOVE IN = BASIS OF EVICTION | 10A. PROVIDE ADDITIONAL NOTICE TO VULNERABLE TENANTS |
| 11 | REMOVAL FROM RENTAL MARKET | REMOVAL FROM RENTAL MARKET= BASIS OF EVICTION | 11A. ESTABLISH ELLIS ACT PROCEDURES (MUST ADOPT RENT CONTROL ORDINANCE CONCURRENTLY) |
| 12 | RENOVATION OR REPAIR | SUBSTANTIATION RENOVATION = BASIS OF EVICTION IF THRESHOLD MET, LIMITED RIGHT TO RETURN | 12A. DO NOT ALLOW RENOVATION/REPAIR AS A BASIS TO TERMINATE (REQUIRE LEASE TO REMAIN, RELOCATE TENANT IF REPAIRS LEGALLY REQUIRED). EXTEND RIGHT OF RETURN AFTER REPAIR TO INCLUDE RENT CAPS |
| | | | 12B. ONLY ALLOW RENOVATION AS BASIS FOR EVICTION IF REPAIRS ARE NECESSARY FOR HEALTH AND SAFETY (NO ELECTIVE RENOVATIONS) |

ADDITIONAL RELATED EXPANSIONS OF TENANT RIGHTS

| # | TYPE | EXISTING STATE PROTECTIONS | EXPANSION OPTION |
|----|---|--|--|
| 13 | RELOCATION BENEFITS | ONE MONTH'S RENT FOR NO FAULT EVICTION | 13A. PROVIDE ADDITIONAL RELOCATION BENEFITS, GREATER THAN ONE MONTH, MULTIPLIER OF FAIR MARKET VALUE AND/OR PREMIUM FOR VULNERABLE POPULATIONS |
| 14 | PREPOSITIONED EMERGENCY RESPONSE EVICTION LIMITATIONS | NONE | 14A. CREATE EMERGENCY EVICTION PROTECTIONS ACTIVATED BY LOCAL EMERGENCY DECLARATION (MAY BE COUNTY WIDE) |
| 15 | RENT REGISTRY | NONE | 15A. MANDATE SUMISSION OF LANDLORD DATA (COUNTY FUNDED ADMINISTRATION OF REGISTRY) |
| | | | 15B. MANDATE SUBMISSION OF LANDLORD DATA (ADOPT FEE FOR SUBMISSION; SUBJECT TO LEGAL LIMITATIONS ON FEE ADOPTION) |

SAMPLE EFFECTUATING LANGUAGE

* Sonoma County does not presently have a Just Cause, Rent Control, or Ellis Act Ordinance. In order to implement same, County must adopt general ordinance language. Clauses below include relevant implementation language per the general categories described in the above policy options, followed by potential ordinance language to effectuate those options. Additional language and definitions will be required to effectuate Board-proposed changes.

TYPES OF PROPERTIES, TYPES OF SHARED USE, COMMENCEMENT OF TENANCY

EXPANSION OPTIONS- LANGUAGE

(Applies for any revision to CTPA definition of “exempt” from Just Cause)

Sec. X - APPLICABILITY AND EXEMPTIONS:

Applicability of this Chapter. This Chapter applies to all residential Rental Units in the unincorporated areas of Sonoma County except for those units that are exempted. It shall further apply more broadly where enumerated in Section XX.

Exemptions from this Chapter. The following Rental Units are exempt from all provisions of this Chapter:

#1 (Modify Age Restrictions on Application of Just Cause)

X.1 . Any Rental Unit for which a certificate of occupancy has been issued within the preceding (INSERT TIME PERIOD -5 year/10 year) period from the date of any notice of termination of tenancy.

#2 (Modify Definition of Single Family Residence on Application of Just cause)

X.2. Single-family owner-occupied residences, including both of the following:

(A) 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.

(B) A mobilehome.

(C) 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 in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

#3 (Modify Exemptions where Owner Shares Usage of Certain Facilities)

X.3 Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property, except where more than two bedrooms are occupied by tenants.

#4 (Modify/Limit Special Tenancy Types Exempted from Ordinance)

X.4.1 Rental Units in hotels, motels, and inns which are rented primarily to transient guests for a period of fewer than thirty (30) days. This exemption does not apply:

- (A) to a Tenant who has lived at the Property for more than thirty continuous days;
- (B) to a Tenant who has entered into an agreement to lease a Rental Unit for 30 days or more; or
- (C) where a Landlord has violated California Civil Code 1940.1 with regard to the Tenant.

X.4.2 Rental Units in any hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code section 202 that is solely owned and operated by an accredited institution of higher education.

#5 (Shorten Time until Just Cause Protections Become Effective).

XX. Attachment of Just Cause Protections. After a tenant has continuously and lawfully occupied a residential real property for (INSERT TIME TO COMMENCEMENT HERE) , the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for (INSERT TIME HERE), then this subdivision shall only apply if either of the following are satisfied:

- (1) All of the tenants have continuously and lawfully occupied the residential real property for (INSERT TIME) or more.
- (2) One or more tenants have continuously and lawfully occupied the residential real property (INSERT TIME) or more.

PROPER FOR-CAUSE TERMINATION OF TENANCY

EXPANSION OPTIONS- SAMPLE LANGUAGE

(Applies for Any Revision of Proper Just Cause At-Fault Bases for Eviction, as Directed, with suggested subsections to be added:)

Sec. XXX. AT-FAULT JUST CAUSES FOR EVICTION:

The following are the only at-fault just causes for which a Landlord may terminate a tenancy under this Chapter:

#6 (Modify Non-Payment Eviction to Provide Opportunity to Cure)

XXX.6 Failure to Pay Rent. The Tenant failed to pay the Rent to which the Landlord is legally entitled under the Rental Agreement, this Chapter, federal, state, and any other local law, if such failure to pay Rent persists more than 30 days after written notice to tenant of intention to terminate tenancy has been served.

In any action to recover possession of a Rental Unit filed under this Subsection, it shall be a defense that the Landlord impeded the Tenant's effort to pay Rent by refusing to accept Rent that a third party paid on behalf of the Tenant or refusing to provide a W-9 form or other necessary documentation for the Tenant to receive rental assistance from a government agency, non-profit organization, or other third party.

7 (Modify Breach of Material Lease Term to Provide Opportunity to Cure)

XXX.7 Breach of Lease. The Tenant has continued, after written notice to cease, to substantially violate any of the written material terms of the Rental Agreement, except the requirement to surrender possession on proper notice as required by law.

XXX.7.1 To constitute a breach of lease, the substantially violated term must be reasonable and legal and have been accepted in writing by the Tenant as part of the Rental Agreement. Where such terms were accepted by the Tenant or made part of the Rental Agreement after the initial creation of the tenancy, the Landlord must have first notified the Tenant in writing that they need not accept such terms or agree to their being made part of the Rental Agreement.

XXX.7.2 Before attempting to recover possession of a Rental Unit based on this Subsection, the Landlord shall serve the Tenant a written notice of the violation that provides the Tenant with a minimum of fourteen (14) days' opportunity to cure the violation. The warning notice shall inform the tenant that a failure to cure may result in the initiation of eviction proceedings and include sufficient details of the violation to allow the tenant to reasonably comply and any information necessary to determine the date, time, place, witnesses present, and the circumstances concerning the reason for the notice. Any such warning notice must be attached to a notice terminating tenancy.

#8 (Modify Damage/Waste of Property and Causing Nuisance to Provide Opportunity to Cure)

XXX.8 Damage, Waste, and Nuisance. The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to cause substantial damage to or expressly permit substantial damage to be cause to the Rental Unit, or has refused to either make satisfactory correction or to pay the reasonable costs of repairing such damage over a reasonable period of

time, or Tenant has caused or continued to cause, a nuisance, after the Landlord has served the Tenant with a written notice to cease.

- (a) Before attempting to recover possession of a Rental Unit based on this Subsection, the Landlord shall serve the Tenant a written notice of the damage, waste or nuisance alleged, that provides the Tenant with a minimum of fourteen (14) days' opportunity to cure the alleged conduct. The warning notice shall inform the tenant that a failure to cure may result in the initiation of eviction proceedings and include sufficient details of the violation to allow the tenant to reasonably comply and any information necessary to determine the date, time, place, witnesses present, and the circumstances concerning the reason for the notice. Any such warning notice must be attached to a notice terminating tenancy.

#9 (Unauthorized Sublet may Justify Eviction only where Reasonable)

XXX.9 Notwithstanding any lease provision to the contrary, a Landlord shall not take any action to terminate a tenancy based on a Tenant's sublease of the Rental Unit if the Landlord has unreasonably withheld the right to sublease following a written request by the Tenant. The Tenant must continue to reside in the Rental Unit as their Primary Residence and the sublease must replace one or more departed Tenants under the Rental Agreement on a one-for-one basis.

XXX.9.1 A Landlord's refusal of a subtenant must state the reason for the refusal. If the Landlord fails to respond to the Tenant's request to sublease in writing within fourteen (14) days of receipt of the Tenant's request, the Tenant's request shall be deemed approved by the Landlord.

XXX.9.2 A Landlord's reasonable refusal of the Tenant's written request may not be based on the proposed occupant's lack of Creditworthiness, if the occupant will not be legally obligated to pay some or all of the Rent directly to the Landlord.

PROPER FOR-CAUSE TERMINATION OF TENANCY

EXPANSION OPTIONS- SAMPLE LANGUAGE

(Applies for Any Revision of Proper Just Cause No-Fault Bases for Eviction, as Directed, with suggested subsections to be added:)

XXXX. The following are the only no-fault just causes for which a Landlord may terminate a tenancy under this Chapter:

#10 (Augmented Protections for Termination for Owner Move-In)

XXXX.10 **Owner Move-In.** The Landlord seeks to recover possession in good faith for use as a Primary Residence by the Landlord or the Landlord's Designated Relative or by a professional caretaker who meets the requirements of Subsection 9(a)(1)(iv).

XXXX 10.1 For purposes of this Subsection, "Designated Relative" shall mean a Landlord's spouse, domestic partner, child, parent or grandparent.

- (i) A Landlord, as used in Subsection ____, means a natural person who has at least a fifty-one (51) percent recorded ownership interest in the Property.
- (ii) The Landlord or Designated Relative or professional caretaker must intend in good faith to move into the Rental Unit within ninety (90) days after the Tenant vacates and to occupy the Rental Unit as a Primary Residence for at least thirty-six (36) consecutive months.
- (iii) Where a Landlord or their Designated Relative as listed in Subsection ____ already lives at the Property and is over the age of 65 or Disabled, a professional caretaker of that Landlord or Designated Relative may additionally qualify as a valid person for whose use of the Rental Unit the Landlord may recover possession under Subsection ____ . All other requirements under this Subsection ____ shall continue to apply. If a professional caretaker who has moved into a Rental Unit under this Subsection ____ is subsequently charged Rent for the Rental Unit, it cannot be more than the previous Rent in effect at the time the previous Tenant vacated.
- (iv) Except as provided in Subsection ____, above, no eviction may take place under Subsection ____ if the same Landlord or the same Designated Relative already occupies a Rental Unit on the Property, or if a vacancy already exists at the Property. Only one specific unit per building may undergo an "Owner Move-in" eviction. Once a Landlord has successfully recovered possession of a Rental Unit pursuant to Subsection ____, no other Landlords may recover possession of any other Rental Unit at the Property under Subsection ____ . Any future evictions taking place at the same Property under Subsection ____ must be of that same Rental Unit. At all times, a Landlord may request a reasonable accommodation to the Program if the Landlord or enumerated relative is Disabled and a different unit is necessary to accommodate the person's Disability.
- (v) A Landlord who has terminated a tenancy for a Rental Unit under Subsection ____ may not terminate a tenancy for a Tenant who subsequently reoccupies a Rental Unit after termination of tenancy under Subsection ____ or relocates to a comparable Rental Unit on the same Property for a period of four years beginning from the date of the latest notice terminating tenancy.

- (vi) A notice terminating tenancy under Subsection ____ shall contain the name, address of Primary Residence, and relationship to the Landlord of the person intended to occupy the Rental Unit, a list of all real property owned by each intended future occupant, and the address of the real property, if any, on which each intended future occupant claims a homeowner's property tax exemption.
- (vii) If the Landlord, Designated Relative, or professional caretaker specified on the notice terminating tenancy fails to occupy the Rental Unit within 90 days after the Tenant vacates, the Landlord shall:
 - (A) Offer the Rental Unit to the Tenant who vacated it at the same Rent in effect at the time the Tenant vacated; and
 - (B) Pay to said Tenant all reasonable expenses incurred in moving to and from the Rental Unit, including lease termination fees. This Subsection 9(a)(1)(viii) does not limit any other remedies a Tenant may have under this Chapter or applicable law.
 - (C) If the Landlord, Designated Relative, or professional caretaker specified on the notice fails to occupy the Rental Unit within 90 days after the Tenant vacates or does not occupy the Rental Unit as a Primary Residence for at least 36 months, the Landlord shall have the burden of producing evidence that the failure to occupy occurred in good faith.
- (viii) If the Landlord, Designated Relative, or professional caretaker specified on the notice terminating tenancy fails to occupy the Rental Unit within ninety days or fails to occupy for at least 36 months, and the previous Tenant declines to move back into the Rental Unit, any new Tenant moving into the Rental Unit will have as the original Base Rent the Rent in effect at the time the previous Tenant vacated.
- (ix) **Eviction Protection for Elderly, Disabled, or Terminally Ill Tenants.** A Landlord may not evict a Tenant for under Subsection ____ if:
 - (A) The Tenant has resided in the Rental Unit for at least three (3) years and is either at least 62 years of age or Disabled; or
 - (B) The Tenant is certified as being terminally ill by the Tenant's treating physician.

For the purposes of this Subsection ____, notwithstanding the above, a Landlord may evict a Tenant who qualifies for the exemption because they are Disabled if the Landlord or designated relative who will occupy the Rental Unit is also Disabled and no other units are available at the Property. Likewise, a Landlord may evict a Tenant who qualifies for the exemption because they are

terminally ill if the Landlord or designated relative who will occupy the Rental Unit is also terminally ill and no other units are available at the Property.

(x) **School Year Protections for Educators and Students.** It shall be a complete defense to an action to recover possession under this section if

(A) 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 the child has a custodial or family relationship with a Tenant in the unit;

(B) The Tenant has resided in the unit for 12 months or more; and

(C) The expiration date of the notice of termination of tenancy falls during the School Year.

(xi) A Landlord may not evict a Tenant under Subsection _____ if there is a comparable Rental Unit at the Property occupied by a Tenant who moved onto the Property more recently than the Tenant from whom the Landlord seeks to recover possession.

(#11 Removal from the Rental Market- Ellis Act Provisions- MUST Implement Rent Control to Adopt)

XXXX.11 Withdrawal from Rental Market. The Landlord seeks in good faith to recover possession of all Rental Units on a parcel of land to permanently withdraw the units from the rental market or for demolition so long as the withdrawal is permitted by the Ellis Act (Government Code Section 7060 et seq.). The Landlord must have fulfilled all requirements of this Chapter and all regulations passed by the Program initiating the procedure for withdrawing Rental Units from rent or lease, with the intention of completing the withdrawal process and going out of the rental business or demolishing the Rental Units. Tenants shall be entitled to a minimum of 120-day notice of termination of tenancy. If a Tenant is at least 62 years of age or Disabled, the notice period shall be one year. Notice times may be increased by regulation if state law allows for additional time.

The following shall apply to a unit where the Landlord recovers possession pursuant to Subsection _____:

(i) **Re-rental Within Two Years.** If the Rental Unit is offered again for rent or lease for residential purposes within two years of the date the Rental Unit was withdrawn from rent or lease, the following shall apply:

(A) The Landlord of the Rental Unit shall be liable to any Tenant who was displaced from the Property by that action for actual and punitive damages. Any action by a Tenant pursuant to this paragraph shall be brought within three years of the withdrawal of the Rental Unit from

rent or lease. However, nothing in this paragraph precludes a Tenant from pursuing any alternative remedy available under the law.

(B) The Program may institute a civil proceeding against the Landlord for punitive damages for displacement of Tenants. Any action pursuant to this paragraph shall be brought within three years of the withdrawal of the Rental Unit from rent or lease.

(C) **Right to Reoccupy.** The Landlord shall first offer the unit for rent or lease to the Tenant displaced from that unit by the withdrawal pursuant to this Chapter, if the Tenant has advised the Landlord in writing within 30 days of the displacement of the Tenant's desire to consider an offer to renew the tenancy and has furnished the Landlord with an address to which that offer is to be directed. That Tenant or former Tenant may advise the Landlord at any time during the eligibility of a change of address to which an offer is to be directed.

(D) If the Tenant has advised the Landlord of a desire to consider an offer to renew the tenancy, then the Landlord shall offer to reinstate a Rental Agreement or lease on terms permitted by law to that displaced Tenant. This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced Tenant at the address furnished to the Landlord as provided in this Subsection 9(a)(2)(i), and shall describe the terms of the offer. The displaced Tenant shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid. The Tenant shall have the option to offer an email instead of an address to receive such offers. However, the email must be offered for this specific purpose to be considered offered.

(ii) **Re-rental of Rental Units Within Five Years.** If the Rental Unit is offered again for rent or lease for residential purposes within five years of the date the Rental Unit was withdrawn from rent or lease, the Rental Unit shall be offered and rented or leased at the lawful Rent in effect at the time any notice of intent to withdraw the Rental Unit is filed with the Program, plus any lawful Annual Allowable Rent Increases. The provisions of this paragraph shall apply to all tenancies commenced during either of the following time periods:

(A) The five-year period after any notice of intent to withdraw the Rental Unit is filed with the Program, whether or not the notice of intent is rescinded or the withdrawal of the Rental Unit is completed pursuant to the notice of intent.

(B) The five-year period after the Rental Unit is withdrawn.

This Subsection 9(a)(2)(ii) shall prevail over any conflicting provision of law authorizing the Landlord to establish the rental rate upon the initial hiring of the Rental Unit.

- (iii) **Re-rental Within Ten Years.** A Landlord who offers a Rental Unit again for rent or lease within 10 years from the date on which it is withdrawn shall first offer the unit to the Tenant displaced from that unit by the withdrawal, if that Tenant requests the offer in writing within 30 days after the Landlord has notified the Program of an intention to offer the Rental Unit again for residential rent or lease. The Landlord of the Rental Unit shall be liable to any Tenant who was displaced by that action for failure to comply with this paragraph, for punitive damages in an amount which does not exceed the contract Rent for six months, and the payment of which shall not be construed to extinguish the Landlord's obligation to comply with this Subsection.
- (iv) **Demolition Restrictions.** If the Rental Unit(s) are demolished, and new Rental Unit(s) are constructed on the same Property, and offered for rent or lease within five years of the date the Rental Unit(s) were withdrawn from rent or lease, the newly constructed Rental Unit(s) shall be subject to the system of control established in Section 6 at which time they would be offered at the Rent that was paid at the time the prior tenancy was terminated under this section, notwithstanding any exemption from the system of controls for newly constructed Rental Units.
- (v) **Applicability to Successors in Interest.** When a Landlord withdraws Rental Units from rent or lease pursuant to Subsection 9(a)(2), the requirements of Subsection 9(a)(2) shall apply to all successors in interest. The Program shall record a notice with the county recorder which shall specifically describe the real property where the Rental Unit is located, the dates applicable to the constraints and the name of the Landlord of record of the real property. The notice shall be indexed in the grantor-grantee index. The Program shall charge a fee for the processing of evictions filed pursuant to this Subsection.
- (vi) **Notice of Withdrawal.** A Landlord who seeks to demolish or withdraw a Rental Unit from the rental market under this Subsection must provide the Program with a notice, that states under the penalty of perjury:
 - (A) the number of Rental Units withdrawn;
 - (B) the address or location of those Rental Units;
 - (C) the name or names of the Tenants of the Rental Units;

(D) the lawful Rent applicable to each Rental Unit.

The name or names of the Tenants, the Rent applicable to any residential Rental Unit, and the total number of Rental Units, is confidential information and for purposes of this Chapter shall be treated as confidential information for purposes of the Information Practices Act of 1977 Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code).

- (vii) The Landlord must record with the county recorder a memorandum summarizing the provisions, other than the confidential provisions, of the notice in a form which shall be prescribed by the regulation from the Program, and will require a certification with that notice that actions have been initiated as required by law to terminate any existing tenancies.
- (viii) The Landlord must notify the Program in writing of their intention to re-offer the Rental Unit for rent or lease.
- (ix) The date on which the Rental Unit is withdrawn from rent or lease for purposes of this Chapter is 120 days from the delivery in person or by first-class mail of the notice of withdrawal to the Program. However, if the Tenant is at least 62 years of age or Disabled, and has lived in their Rental Unit for at least one year prior to the date of delivery to the Program of the notice of intent to withdraw, then the date of withdrawal of the Rental Unit of that Tenant shall be extended to one year after the date of delivery of that notice to the Program, provided that the Tenant gives written notice of their entitlement to an extension to the Landlord within 60 days of the date of delivery to the Program of the notice of intent to withdraw.
- (x) **Protections During Extension of Tenancy for Elderly or Disabled Tenants.** If a Tenant notifies a Landlord of their right to an extension pursuant to the previous Subsection in writing within 60 days of the Program receiving the notice of intent to withdraw the Rental Unit, the following provisions shall apply:
 - (A) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the Program of the notice of intent to withdraw, subject to any adjustments otherwise available under this Chapter.
 - (B) No party shall be relieved of the duty to perform any obligation under the lease or Rental Agreement.
 - (C) The Landlord may elect to extend the tenancy on any other Rental Unit within the rental property up to one year after date of delivery to the

Program of the notice of intent to withdraw, subject to paragraphs (i) and (ii).

- (D) Within 30 days of the notification by the Tenant to the Landlord of their entitlement to an extension, the Landlord shall give written notice to the Program of the claim that the Tenant is entitled to stay in their Rental Unit for one year after date of delivery to the Program of the notice of intent to withdraw.
 - (E) Within 90 days of the date of delivery to the Program of the notice of Intent to withdraw, the Landlord shall give written notice of the Landlord's election to extend a tenancy under paragraph (ix) and the revised date of withdrawal to the Program and any Tenant whose tenancy is extended.
 - (F) The date of withdrawal for the Rental Unit as a whole, for purposes of calculating any time-periods in this Chapter, shall be the latest termination date among all Tenants within the Rental Unit, as stated in the notices required by paragraphs (iv) and (v). A Landlord's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (iv) and (v) shall not extend the date of withdrawal.
- (xi) The Landlord must notify any Tenant displaced pursuant to Subsection _____ of the following:
- (A) That the Program has been notified pursuant to Subsection ____.
 - (B) That the notice to the Program specified the name and the amount of Rent paid by the Tenant as an occupant of the Rental Unit.
 - (C) The amount of Rent the Landlord specified in the notice to the Program.
 - (D) Notice to the Tenant of their rights under Section ____.
 - (E) That if the Tenant is at least 62 years of age or Disabled, and has lived in their Rental Unit for at least one year prior to the date of delivery to the Program of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the Program of the notice of intent to withdraw, provided that the Tenant gives written notice of their entitlement to the Landlord within 60 days of date of delivery to the Program of the notice of intent to withdraw.
 - (F) That the extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the Program of the notice of

intent to withdraw, subject to any adjustments otherwise available under Section ____.

(G) That no party shall be relieved of the duty to perform any obligation under the lease or Rental Agreement during the extended tenancy.

(xii) Not later than the last day of the third and sixth calendar months following the month in which notice is given to the Program, and thereafter not later than December 31 of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the Landlord of any Property which contains or formerly contained one or more Rental Units which a Tenant or Tenants vacated pursuant to Subsection ____ shall notify the Program, in writing, under penalty of perjury, for each such Rental Unit:

(A) Whether the unit has been demolished;

(B) If the unit has not been demolished, whether it is in use;

(C) If it is in use, whether it is in residential use;

(D) If it is in residential use, the date the tenancy began, the name of the Tenant(s), and the amount of Rent charged.

If the Rental Unit has been demolished, and one or more new units constructed on the lot, the Landlord shall furnish the information required by items (ii), (iii) and (iv) for each new unit. The Program shall maintain a record of the notices received under this Subsection for each Rental Unit withdrawn from the rental market pursuant to Subsection ____.

(xiii) The Program shall notify each person who is reported as having become a Tenant in a vacated or new Rental Unit subject to the reporting requirements of Subsection ____ that it maintains the records described in Subsection ____ and that the Rent of the Rental Unit may be restricted pursuant to Subsection ____.

(xiv) The Program shall maintain a register of all Rental Units withdrawn from rent or lease under Subsection ____ and the Rent applicable to each unit at the time of withdrawal. The Program shall inform Tenants displaced from units withdrawn from rent or lease at the address provided by the Tenant, when the Landlord notifies the Program that the Rental Unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(xv) The Program may investigate whether a Rental Unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the Landlord has complied with the provisions of Subsection ____.

12 (Substantial Repair)

#12A (Substantial Repair Only Temporary Right to End Tenancy, Right to Reoccupy at Same Rent)

XXXX.12A Temporarily Vacate for Substantial Renovation. The Landlord, after having obtained all necessary permits from the County and an approved Tenant Safety Plan on or before the date the notice of termination is given, seeks in good faith to perform Substantial Renovation to the Property.

- A. For purposes of this Subsection 9(a)(3), "Substantial Renovation" means repair or renovation work
 - a. Replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit under the Sonoma County Code.
 - b. Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state and local laws.
 - c. Repairs required by a Building Official in a Notice of Violation.
- B. Where the Landlord owns any other Rental Units in the unincorporated areas of Sonoma County of the same number of bedrooms or fewer, and any such unit is vacant and available at the time of service of the written notice terminating the tenancy, or at any time thereafter until the earlier of the Tenant's vacates the Rental Unit or a court of competent jurisdiction enters judgment awarding possession of the premises to the Landlord, the Landlord may notify the Tenant in writing of the existence and address of each such vacant Rental Unit and offer it to the Tenant as an alternative to providing the relocations payments required under Section 9(c), if the Tenant so chooses. In such case, the Landlord additionally shall offer the Tenant the right, at the Tenant's option, to enter into a Rental Agreement (to be designated as a "Temporary Rental Agreement") for the available Rental Unit which the Tenant may choose. The Rent for such a unit shall not exceed the lesser of the lawful Rent which may be charged for the available Rental Unit or the lawful Rent in effect at the original Rental Unit at the time of the notice of termination of tenancy. The Rental Agreement for the replacement Rental Unit shall be for a term of the lesser of ninety days or until the Substantial Renovation is completed on the Rental Unit vacated by the Tenant.
- C. A notice terminating tenancy under Subsection 9(a)(3) must include the following information:
 - a. A statement informing Tenants of their right to relocation payments under this Chapter.
 - b. The statement, "When the needed repairs are completed on your unit, the Landlord must offer you the opportunity to return to your unit with a Rental Agreement that has the same terms as your original one and with the same rent."

- c. A description of the Substantial Renovation to be completed and the approximate expected duration of the Substantial Renovation.
- D. Where the Landlord recovers possession under Subsection 9(a)(3) either prior to or after an unlawful detainer judgment, the Tenant must be given the right of first refusal to re-occupy the unit. The Landlord shall notify the Tenant Household at least sixty (60) days in advance of the date the Rental Unit becomes available. Within thirty (30) days of receipt of the notice of availability, a Tenant Household must notify the Landlord if it wishes to reoccupy the Rental Unit. The Landlord must hold the Rental Unit vacant at no cost to the Tenant for sixty (60) days from the date the Tenant Household's written notice of its intent to reoccupy the Rental Unit is received.
- E. **School Year Protections for Educators and Students.** If the expiration date of the notice of termination of tenancy falls during the School Year, the Landlord must make a showing that the Substantial Renovation cannot wait to be completed after the School Year. Otherwise, it shall be a defense to an action to recover possession under this Subsection ____ that:
 - a. A child under the age of 18 or any Educator lives in the unit, the child or Educator is a Tenant in the Rental Unit or the child has a custodial or family relationship with a Tenant in the Rental Unit;
 - b. The Tenant has lived in the Rental Unit for 12 months or more; and
 - c. The expiration date of the notice of termination of tenancy falls during the School Year.
- F. **Right of Return and First Right of Refusal at the Same Rent.** All Tenants that are displaced based on reasons under this Subsection ____ shall have the first right of refusal to return to a Rental Unit if it is ever returned to the rental market by the Landlord or a successor Landlord.
 - (1) The new Rental Agreement shall include the same terms as the original and the original Base Rent shall be the Rent lawfully paid by the Tenant at the time the Landlord gave notice of basis listed in this section.
 - (2) Should the Tenant decline to reoccupy the Rental Unit after it is returned to the rental market, the lawful Base Rent for the new tenancy shall be the Rent lawfully paid by the former Tenant at the time the Landlord served the termination notice, plus any lawful Annual Allowable Rent Increases.

#12B (Substantial Repair Only Temporary Right to End Tenancy, Right to Reoccupy at Same Rent)

XXXX.12B The Landlord, after having obtained all necessary permits from the County and an approved Tenant Safety Plan on or before the date the notice of termination is given, seeks in good faith to perform Substantial Renovation to the Property, which renovation is required to keep the property in a safe and sanitary condition as required by any applicable law.

#13 (Additional Relocation Benefits for No-Fault Evictions)

XXXX13 Relocation for No Fault Evictions.

- (1) A Landlord seeking to recover possession under Subsection___ must make a relocation payment to the Tenant Household. The amount of the relocation payment shall be equal to _____ (ENTER AMOUNT) times the monthly Fair Market Rent for the Rental Unit being vacated, per Tenant Household, or _____ (ENTER AMOUNT), whichever is more. The landlord shall pay this amount at the time of service of the notice of termination of tenancy. If the notice of termination is withdrawn, the Tenant shall return the relocation payment.
- (2) If any Tenant of the Tenant Household is 62 years of age or older, Disabled, or terminally ill at the time a notice of intent to withdraw Rental Units under Subsection __ is filed with the Program, the Tenant Household shall be entitled to receive a payment of _____ (ENTER AMOUNT) in addition to the payment required by Subsection _____. A Tenant must notify the Landlord of their entitlement to this payment.
- (3) When a Landlord disputes a Tenant Household's eligibility to receive standard or additional relocation assistance, either party may file a petition with the Program requesting a hearing to determine eligibility. Such petitions and hearings shall follow all applicable procedures specified in Section 16 and Program regulations. This is not an exclusive remedy.
- (4) Every year following the date of passage, both the minimum relocation payment provided for in Subsection __ and the additional relocation payment for provided for in Subsection ____ shall adjust annually at the rate of increase in the Consumer Price Index for All Urban Consumers: Rent of Primary Residence in San Francisco-Oakland-Hayward for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Program.

#14 (Prepositioned Emergency Termination Limitations)

XXXXX.14 - EMERGENCY REQUIREMENTS FOR TERMINATION OF TENANCY:

- (a) Upon the ratification of a local state of emergency by the Board of Supervisors, this Section shall take effect in all areas of the County, including the incorporated cities of the County, and shall remain in effect until sixty (60) days after the Local Emergency Orders are no longer in effect.
- (b) This section shall apply to all Rental Units in the County of Sonoma except that the same exemptions specified in Subsection ____ of this Chapter shall apply.

(c) While this Section ___ is in effect, no Landlord shall take any action to terminate any tenancy unless able to prove the existence of an one of the following causes in accordance with this section, as stated in the termination notice that the court action is based on:

- (1) Recovery of possession is necessary due to violence, threats of violence, or when a Tenant poses an imminent threat to the health or safety of a tenant in another unit. An imminent threat to the health and safety of another for purposes of this section cannot be the Tenant's illness or exposure to illness, whether actual or suspected;
 - (i) Prior to serving a termination notice, the Landlord must serve on the Tenant a warning notice giving a reasonable period of time to cure the violation. A reasonable period of time for purposes of this subsection shall be presumed to be ten days. The notice shall inform the Tenant that a failure to cure may result in the initiation of eviction proceedings and include sufficient details of the violation to allow the Tenant to reasonably comply and any information necessary to determine the date, time, place, witnesses present, and the circumstances concerning the reason for the notice.
 - (ii) All termination notices served pursuant to this subsection 1 must be in the alternative and give the Tenant the opportunity to cure the violation to avoid termination of tenancy. Any written warning notice served on the Tenant pursuant to subsection (c)(1), above, must be attached to the termination notice.
 - (iii) Except as permitted by Code of Civil Procedure section 1161.3, an act or acts against a tenant or a tenant household member that constitutes one of the crimes listed in that section shall not give cause for termination of a tenancy to which this chapter applies. Tenants may raise the protections in Code of Civil Procedure section 1161.3, where applicable, as an affirmative defense to an action to terminate a tenancy.
- (2) Recovery of possession is being sought for the purposes of immediately removing the Property from the rental market, pursuant to and in compliance with all applicable state law regulating such recovery of possession, including but not limited to the Ellis Act (Cal Gov. Code § 7060 et seq.).
- (3) Recovery of possession is required to comply with an order issued by a government agency or court requiring that the Rental Unit be permanently vacated.

- (d) For Rental Units located within the unincorporated areas of the County, all applicable requirements of this Chapter shall continue to additionally apply to a Landlord who terminates a tenancy while this Section is in effect.
- (e) During and after the expiration of this Section, a Tenant covered under this section shall have an affirmative defense to an unlawful detainer action based upon nonpayment of Rent due during the applicable time period of this Chapter so long as the Tenant can demonstrate that the Tenant's failure to pay rent results from a substantial loss of income or substantial out-of-pocket expenses associated with the local emergency or any local, state, or federal government response to the local emergency.
- (1) To invoke the protection of this section, a Tenant must also share documentation of substantial loss of income or substantial out-of-pocket expenses that resulted from the local emergency with the Landlord following a written request, if such documentation is necessary for the purpose of supporting the Landlord's claim for mortgage relief due to substantial loss of income or substantial out-of-pocket expenses resulting from the local emergency or any local, state, or federal government response to the pandemic.
- (2) Nothing in this subsection shall relieve a Tenant of the obligation to pay Rent, nor restrict a Landlord's ability to recover Rent due.
- (f) In any termination notice served under this Section, a Landlord must include the following information:
- "NOTICE: THE COUNTY OF SONOMA HAS ADOPTED A TEMPORARY MORATORIUM ON EVICTIONS DURING THE LOCAL EMERGENCY, WHICH IS NOW IN EFFECT. Except to protect the health and safety of other occupants of the property, or due to violence, threats of violence, you may not be evicted during the Local Emergency declared by the County. This does not relieve you of the obligation to pay back rent in the future. You may contact the County for additional information and referrals."
- (g) A Landlord's failure to strictly comply with this Section or any applicable requirements shall be an affirmative defense to an unlawful detainer action during or after the effective period of this Section. A termination notice that fails to strictly comply with any requirement of this Section shall be void.
- (h) All remedies listed in Section __ shall additionally apply to this Section in the manner specified in Section __.
- (i) This Section shall be liberally construed to provide the broadest possible protection for tenants.

#15 (Rental Registry)

#15A- Base Reporting Requirements

XXXX.15.1. Rental Registry - Annual Registration and Reporting Obligations.

A. Starting on September 1, 2023, rental property owners of units subject to County Code Section (Just Cause Ordinance) shall be required to report certain information about their units to the County, as set forth in Section _____. Rental property owners shall report the information using a form prepared by the County. The County Executive may, in addition or in lieu of a paper form, develop an electronic form or a secure internet website for rental property owners to submit the required information. The County Executive may also develop procedures for tenants to also report information about their units, but in that event reporting by tenants shall be optional rather than required.

B. Deadline for Submission of Registration Form. For 2024, Rental Property Owners shall complete and submit to the County the registration form on or before October 1, 2024. For all subsequent years, the deadline shall be March 1.

XXXX.15.1. - Content of Rental Registry Reports.

The registration form shall include the following information as of the date specified on the form for each unit subject to Section ____:

- A. The address of the rental unit (including rental unit number); and
- B. The name, address, and contact information of each person or entity that is the rental property owner, or if more than one (1), each rental property owner of the rental unit; and
- C. The name, address, and contact information of each person or entity that is the property manager of the rental unit; and
- D. Current tenancy information, including:
 - 1. Tenant name and email address;
 - 2. Number of tenants occupying the unit (as listed on original lease or after adding additional occupant(s);
 - 3. Occupancy status—If occupied, the tenancy start date (tenant move-in date);
 - 4. Effective date of last rent increase for each rental unit;
 - 5. Amount of initial base rent at inception of tenancy;
 - 6. Whether the unit is subsidized or otherwise assisted;
 - 7. Amount of security deposit charged at inception of tenancy.
- E. Prior tenancy information, including:
 - 1. Ending date of tenancy;
 - 2. Reason for end of tenancy—Voluntary, no fault eviction, eviction, or owner move-in.
- F. Rental property information for the rental unit, including:

1. Number of bedrooms and bathrooms;
 2. Housing services included (water/sewer, refuse/recycle, natural gas, electricity, parking, etc.), along with any additional fees; and
 3. Whether each unit is sub-metered, master-metered, or unmetered;
- G. The signature of the rental property owner of the rental unit affirming under penalty of perjury that the information provided in the annual registration is true and correct; and
- H. Such other information reasonably requested by the County.

#15B- Establishment of Fee On Rental Properties to Fund Rental Registry.

XXXX.15.3– Rental Registry Program Service Fee.

A. Establishment of the Fee. The rent program service fee (the "fee") is hereby established. The fee and any penalties or costs for late or non payment of the fee are dedicated solely to the payment or services and costs of the Tenant Protection Ordinance and only for the administration, outreach, legal needs, enforcement, collection of this fee, and other costs of the Tenant Protection Ordinance Program and cannot be used for any other purpose. The County Executive shall develop procedures for collection of the fee and ensuring that all funds generated by the fee will be used only for the rent adjustment program. The fee is to be charged against any residential rental unit that is subject to the Just Cause Ordinance.

B. Amount of Fee. The amount of the fee shall be set by the Board of Supervisors in the master fee schedule. For the County's fiscal years of 2024-2025, the fee is set at twenty-four dollars (\$25.00) per first covered unit per parcel and fifteen dollars (\$15.00) per additional unit per parcel. Each fiscal year the County Executive shall report to the Board of Supervisors on the costs of the implementation of the Tenant Protection Ordinance for the preceding fiscal year and the anticipated costs of the program for the coming year.

C. Residential Rental Units Subject to the Fee. The fee is to be charged on a per unit basis against all residential rental units that are covered by the Just Cause for Eviction section of the Tenant Protection Ordinance. A rental property owner who does not timely pay the fee because the rental property owner claims the dwelling unit is not subject to the fee must pay all fees, delinquent charges, interest, and collection costs for any dwelling unit that is found by the County to be subject to the fee.

D. Fee Based on Business Operation. The fee is a fee associated with the operation of a residential rental property business and not a fee based on ownership of real property.

F. Due Date for Fee. For the first fiscal year of 2024-2025, the fee will be due on March 1, 2025 and will be deemed delinquent if not paid by May 1, 2025. For all subsequent fiscal years, the fee will be due on January 1, and will be deemed delinquent if not paid by March 1.

G. Delinquent Charges, Interest, and Collection Costs.

1. An owner who does not pay the fee on or before the date it is considered late must pay a delinquency charge according to the following schedule:

(a) Ten (10) percent of the fee due if paid in full within thirty (30) days of the date it is considered late;

(b) Twenty-five (25) percent of the fee due if paid in full within sixty (60) days of the date it is considered late;

(c) Fifty (50) percent if paid after sixty (60) days of the date it is considered late.

2. A rental property owner who has not paid the fee by the end of the fiscal year in which it is due may also be assessed the County's costs of collecting the fee, including the County's administrative costs of collection and any attorney's fees whether incurred by County Counsel or by outside counsel.

3. The amount of any fee, delinquent charges, interest, and collection costs imposed by this Chapter__ shall be deemed a debt to the County and any rental property owner carrying on a residential rental business without paying the fee and/or any delinquent charges, interest or collection costs shall be liable in an action in the name of the County in any court of competent jurisdiction, for the amount of the fee and delinquent charges, interest or collection costs imposed. An action to collect the fee must be commenced within three years of the date the fee became due. An action to collect delinquent charges, interest or collection costs for nonpayment of the fee must be commenced within three years of the date such accrues.

H. Severability. This Chapter shall be liberally construed to achieve its purposes and preserve its validity. If any provision or clause of this Chapter or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of this Chapter which can be given effect without the invalid provision or application; and to this end the provisions of this Chapter are declared to be severable and are intended to have independent validity.