

ATTACHMENT A
EXISTING STATE LAW EVICTION PROTECTIONS

California's Tenant Protection Act of 2019 (the "Act") is a state law which provides residential renters with limits on rent increases, and provides certain protections from evictions, by limiting the proper bases for and methods of effectuating evictions. The Act, which allows local governmental agencies to implement greater protections than the state-wide provisions, went into effect on January 1, 2020, and unless it is renewed, it will expire on January 1, 2030. Further, the act was modified via SB 567 (Durazo) on September 30, 2023. The bill changed some of the rules for terminating tenancy for owner/family-member move-in and substantial remodel/demolition.

Just Cause Limitations on Eviction

The main "at fault" causes are those typically associated with traditional reasons why a landlord might terminate a tenancy: Tenants must still pay the rent and uphold their obligations under the lease. Failure to perform the material terms of a lease still constitutes cause to terminate and, if necessary, evict a tenant.

At-fault causes listed in the Act include:

- (1) Non-payment of rent.
- (2) An uncured or incurable material breach of the lease after a written notice to correct the breach.
- (3) Maintaining or committing a nuisance or waste.
- (4) Criminal activity on the property or threats of harm to the landlord or agents.
- (5) Assigning or subletting in violation of the lease.
- (6) Refusal to allow a lawful entry under Civil Code Section 1954.
- (7) Failing to move out after giving the landlord a notice to terminate under Code of Civil Procedure Section 1161.
- (8) Using the unit for an unlawful purpose (illegal activity like drug dealing, or zoning code violations like operating a business).
- (9) For resident managers and maintenance or cleaning staff, failing to move out after the landlord has terminated the tenant's employment, agency, or license.
- (10) Refusing to sign a new lease that is similar to the old lease.

No-Fault Evictions

Landlords can also terminate the lease for certain "no-fault" reasons but must compensate the tenant with one month's rent for relocation expenses. This can be in the form of waiving the last month's rent or making a payment to the tenant.

Acceptable no-fault bases for eviction include:

- (1) An owner's or relative's intent to occupy the unit, provided that the lease contains a notice of that possibility.

- (2) the landlord's planned withdrawal of the unit from the rental market.
- (3) notice from the government to vacate based on the need to address a violation of health or safety or other codes, or any other court or administrative order that requires vacating the unit.
- (4) the planned demolition or substantial remodeling of the unit (substantial remodeling does not include cosmetic upgrades). The landlord does not have to pay relocation compensation if the tenant's behavior caused the government to issue an abatement order.

Under state law, landlords moving into their units or renting to family also must identify the people moving in. In addition, the rental must be occupied within three months of eviction, and they must live in the unit for at least a year. Those who evict tenants to renovate properties must include copies of permits or contracts, among other details, when serving eviction notices.

AB 12 caps security deposits at one month's rent, regardless of whether a unit is furnished or unfurnished. Owners of no more than two rental properties, comprising no more than four units, can request up to two months' rent. This law takes effect July 1, 2024.

Additional Protections in the Act: Rent Increase Limits

In addition to limits on evictions, the Act limits annual rent increases, as well as total rents charged by a primary tenant (if there is a subtenant):

- For tenancies meeting threshold requirements outlined in the Act, i.e., one year tenancy, non-exempt type of property, etc., the Act limits increases during a 12-month period to 5% plus the increase in the regional Consumer Price Index for the region where the residential real property is located, up to a maximum of 10% of the monthly rent. In addition, the landlord can impose only two increases per year to reach the maximum increase.
- For subtenancies the rent paid by the tenant plus the rent paid by the subtenant cannot exceed the amount of rent allowable under the Protection Act (in other words, tenants cannot make money by subleasing).

Who is Protected?

For the Tenant Protection Act to apply, all tenants must have lived in the unit for at least twelve months, or the tenant who has lived there the longest must have lived in the unit for at least twenty-four months.

Exemption

Not all properties are covered by the Act. The following properties and situations are exempt from rent control and just cause restrictions:

- (1) Housing that is restricted as affordable housing.

- (2) Owner-occupied properties containing two separate dwelling units within a single structure, such as a duplex, if the owner has occupied one of the dwellings during the full term of the tenancy.
- (3) Multi-family residences built within the last 15 years.
- (4) Properties that are subject to a stricter local control than the Act's own terms. (For example, if Sonoma County were to adopt greater protections, those provisions would apply instead of state law).
- (5) Non-owner occupied single-family homes, condominiums, and similarly "stand alone" properties, if they are owned by sole owners such as individuals and personal trusts, but not when corporate or investment-type entities own them.
- (6) School Dormitories.

Additionally, while rent control rules still apply to owner-occupied housing where the tenant and owner share bathroom or kitchen facilities, and single-family, owner-occupied properties in which accessory dwelling unit or similar areas are rented out, they are exempt from the Act's just cause provisions.