

ORDINANCE NO. (____)
ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SONOMA,
STATE OF CALIFORNIA, AMENDING SONOMA COUNTY CODE TO ADD SECTION
4 ARTICLE IX ESTABLISHING RESIDENTIAL TENANCY PROTECTIONS

WHEREAS, in 2019, the Legislature passed the California Tenant Protection Act (“Act”), codified in California Civil Code Sections 1946.2 and 1947.12-1947.13, establishing a statewide system of residential rent control and permissible “just causes” for termination of residential tenancies; and

WHEREAS, to protect tenants from unjust terminations of residential tenancies, the Board of Supervisors desires to enact protections pursuant to the County’s police power, and the authorization in Section 1946.2(i)(1)(B) of the Act; and

WHEREAS, Section 1946.2 (i)(1)(B)(ii) of the Act authorizes local tenant protection ordinances that are adopted after September 1, 2019 that are more protective than the Act to apply in lieu of the Act; and

WHEREAS, Section 1946.2(i)(1)(B) of the Act provides that to be more protective than the Act, local ordinances must: have just causes for termination of residential tenancies consistent with those in Section 1946.2 of the Act; further limit the reasons for termination of residential tenancies, provide for higher relocation assistance amounts, or provide additional tenant protections not prohibited by other provisions of law; and include a binding finding that the ordinance is more protective than the provisions of Section 1946.2 of the Act;

The Board of Supervisors of the County of Sonoma, State of California, ordains as follows:

Sec. 1. - TITLE AND PURPOSE:

This Article shall be known as the Sonoma County Residential Tenancy Protections Ordinance. The purpose of this Article is to promote neighborhood and community stability and healthy housing, and prevent arbitrary evictions, while ensuring landlords a fair and reasonable return on their investment.

Sec. 2. - FINDINGS:

- (a) The above recitals are hereby declared to be true and correct and are incorporated into this ordinance as findings of the Board of Supervisors.
- (b) This ordinance is more protective than the Act in accordance with Section 1946.2(i)(1)(B) of the Civil Code because: the just causes for termination of residential tenancies under this ordinance are consistent with the Act, this

ordinance further limits the just causes for termination of residential tenancies, this ordinance provides for increased relocation assistance as compared to the Act, and this ordinance provides additional tenant protections that are not prohibited by any other provision of law as specified elsewhere this ordinance.

Sec. 3. – DEFINITIONS.

The following words or phrases as used in this Article shall have the following meanings:

Fair Market Rent. As determined by the U.S. Department of Housing and Urban Development for a unit of equivalent size in the Santa Rosa, CA HUD Metro FMR Area for the fiscal year in which the rent is demanded, as published on the Sonoma County Tenant Protections Portal.

Landlord. An owner, lessor, sublessor or any other person or entity entitled to receive rent for the use and occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing.

Rental Agreement. An agreement, oral, written or implied, between a Landlord and Tenant for use or occupancy of a Rental Unit.

Rental Unit. Any unit in any real property, rented or offered for rent for residential purposes, regardless of zoning or permitting status, together with all Housing Services connected with use or occupancy of the real property such as common areas and recreational facilities held out for use by a Tenant. A room or rooms rented separately from other rooms at the same real property shall constitute a single Rental Unit, even if Tenants share other common spaces or amenities.

Sonoma County Tenant Protections Portal. The location online at which information related to this Article shall be maintained, including copies of any forms or information required to be submitted or collected pursuant to Section 9 hereof, and at which Fair Market Rent calculations will be made available. The URL of the Sonoma County Tenant Protections portal is “<https://sonomacounty.ca.gov/tenantprotections>”. The Sonoma County Tenant Protections Portal shall contain instructions and contact information for persons requiring special assistance in accessing any information contained therein, and information as to where to obtain paper copies of any information available on the portal.

Tenant. A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Agreement to use or occupy a Rental Unit.

Sec. 4. - APPLICABILITY AND COMMENCEMENT OF TENANT PROTECTIONS:

(a) **Applicability of this Article.** This Article applies to all residential Rental Units in the unincorporated areas of Sonoma County except for those units that are exempted by the Act and not expressly made non-exempt by this Section (4)(b) hereof. It shall further apply more broadly where enumerated in Section 8.

(b) **Limitation on Exemptions from the Act.** Within the unincorporated areas of Sonoma County, the following Rental Units, exempted from the just cause protections of the Act by Civil Code Section 1946.2(e) are hereby made non-exempt:

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 very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

(c) **Commencement of Protections.** For any tenancy within the applicability of this Article for which just cause protections would otherwise commence upon the completion of the periods of lawful and continuous occupation as set forth in Civ. Code Section 1946.2(a), such protection shall commence upon the commencement of lawful occupation of a Rental Unit pursuant to a Rental Agreement. Nothing in this Section 4(c) shall be construed to apply to any occupation that is "Transient" as such term is defined in Section 12-10 of the Sonoma County Code or Civil Code Section 1940.

(d) **Expansion of Relocation Payments.** Any tenant who is entitled to protections under this Sections 4(b) and (c) hereof shall be entitled to relocation set forth in Section 1946.2(b)(2) to the full extent of the terms of Civil Code Section 1946.2(d), as augmented by Section 7, below.

Sec. 5. - JUST CAUSE FOR EVICTION PROTECTIONS:

(a) **Sufficient Termination Grounds Required.** No Landlord shall take action to terminate any tenancy covered by this Article or the Act unless the Landlord is

able to prove the existence of one of the at-fault or no-fault grounds set forth in the Act, as such grounds are modified hereinbelow. The grounds must be stated in the termination notice upon which the court action to recover the premises is based.

- (b) **Covered Actions.** Actions to which this Section 5 applies include making a demand for possession of a Rental Unit, threatening to terminate a tenancy verbally or in writing, serving any notice to quit or other eviction notice, bringing any court action to recover possession or be granted recovery of possession of a Rental Unit, including by seeking the entry of an eviction judgment, or by causing a writ of possession to be entered or executed.

Sec. 6.- LIMITATION ON EVICTION FOR DEFAULT IN THE PAYMENT OF RENT:

Landlord's ability to evict Tenant on the basis of default in the payment of rent for any tenancy within the terms of Section 4(a) hereof is limited as follows:

Failure to Pay Rent. A default in the payment of rent shall be an "at-fault just cause" for termination pursuant to Civ. Code Section 1946.2 (b)(1) and this Article only when a default in the payment of rent continues for a period of not less than thirty (30) calendar days after such rent becomes due and owing.

Sec. 7.- AUGMENTED RELOCATION BENEFITS FOR NO-FAULT EVICTIONS.

If a Landlord seeks to recover possession of a Rental Unit within the terms of Section 4(a) where such recovery of possession is based on a no-fault just cause as defined in the Act, the amount of the relocation payment shall be equal to the monthly Fair Market Rent for the Rental Unit being vacated, or the actual monthly rental rate for the Rental Unit, whichever is more. If Fair Market Rent for the Rental Unit is greater than actual monthly rent for the Rental Unit at the time of issuance of the notice of termination, and the Landlord elects to waive last months' rent pursuant to Civil Code Section 1946.2(d)(2) in lieu of payment to Tenant, Landlord shall pay the difference between actual rent and Fair Market Rent to Tenant no later than the date upon which Tenant's last month rent would have been due but for the waiver.

Sec. 8. - PROTECTIONS FROM TERMINATION OF TENANCY IN CERTAIN DECLARED STATES OF EMERGENCY:

- (a) Upon the declaration or ratification of the declaration of a local state of emergency by resolution of the Board of Supervisors, in which such resolution the Board of Supervisors expressly invokes this Section 8, this Section 8 shall take effect in all areas of the County, including the incorporated cities of the County, and shall remain in effect until thirty days after such resolution is no longer in effect, or thirty days after the Board of Supervisors terminates the invocation of this Section by further resolution.
- (b) This section shall apply to all Rental Units in the County of Sonoma except for the following residential real properties or residential circumstances, to which this section shall not apply:
 - (1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940;
 - (2) 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;
 - (3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
- (c) While this Section 8 is in effect, no Landlord shall take any action to terminate any tenancy unless able to prove the existence of 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 COVID-19 illness or exposure to COVID-19, whether actual or suspected;
 - (i) Prior to serving a termination notice, if the intended recovery is not based on violence or threat of violence, 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 calendar

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) Except as permitted by Code of Civil Procedure section 1161.3, an act or acts against a Tenant that constitutes one of the crimes listed in that section shall not give cause for termination of a tenancy to which this Article applies.
- (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 Article shall continue to apply to a Landlord who terminates a tenancy while this Section 8 is in effect.
 - (e) During and after the expiration of this Section 8, 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 Article 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, or immediate withdrawal of property from the rental market, 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. 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 10 shall additionally apply to this Section in the manner specified in Section 10.

Sec. 9. - NOTICE AND REPORTING REQUIREMENTS:

- (a) **Additional Notice Requirements.** In any notice terminating tenancy under this Article, the Landlord shall state the cause for the termination and any information required under this Article. All termination notices served under this Article must include the following:
- (1) A statement that information regarding the laws upon which the notice terminating tenancy is based is available at the Sonoma County Tenant Protections Portal.
- (2) A statement that Tenants seeking legal advice should consult with an attorney.
- (3) The statement, "The Sonoma County Residential Tenancy Protections Ordinance applies to your rental unit. Your landlord must have one of the reasons specified in the Ordinance or the California Tenant Protection Act in order to end your tenancy. Reasons that are not listed in the Ordinance or the Act, such as the sale of the property, are not valid causes for eviction."

(4) The calendar date on which the Tenant is required to vacate, including the month and day.

(5) Printed copies of all documents identified in the “Required Tenant Notices at Termination” section of the Sonoma County Tenant Protections Portal, to be provided in full in English and in Spanish.

(1) **Filing of Termination Notices**. The Landlord shall file with the County of Sonoma at the Sonoma County Tenant Protections Portal a copy of any notice terminating tenancy within three (3) days after serving the notice on the Tenant, and shall concurrently complete all forms identified in the “Required Landlord Informational Submissions” section of the Sonoma County Tenant Protections Portal.

(b) **Applicability**. The requirements of this Section 9 shall apply to all notices terminating tenancy subject to this Article that are served on or after January 1, 2025.

Sec. 10. - REMEDIES:

(a) **Civil**. Any aggrieved Tenant, or the County, may enforce the provisions of this Article by means of a civil action.

(b) **Injunctive and Equitable Relief**. Any person who commits an act or engages in any pattern and practice that violates this Article or its implementing regulations may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as may be necessary to prevent the use or employment by any person of any practice which violates this ordinance or as may be necessary to restore to any person in interest any money or property, real or personal, which may have been acquired through practices that violate this ordinance.

(c) In addition to the provisions of Section 10 (a) and (b), above, the violation of this section shall be governed by the terms of Sonoma County Code Section 1-7.

Sec. 11. SEVERABILITY - LIBERAL CONSTRUCTION:

If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect other provisions or applications of this Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are declared to be severable. The Board of Supervisors of Sonoma County declare that they would have adopted this Ordinance and each section, subsection, sentence, clause or phrase of the Ordinance in spite of the fact that any one or more or the same be declared

unconstitutional or invalid. This Article shall be liberally construed to achieve the purposes of this Article and to preserve its validity.

Sec. 12. EFFECTIVE DATE:

This Ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage and shall be published once before the expiration of fifteen (15) days after said passage, with the names of the Supervisors voting for or against the same, in The Press Democrat, a newspaper of general circulation published in the County of Sonoma, State of California. In regular session of the Board of Supervisors of the County of Sonoma, introduced on the 20th day of August, 2024, and finally passed and adopted this ___ day of ____, 2024, on regular roll call of the members of said Board by the following vote:

SUPERVISORS:

Gorin: Coursey: Gore: Hopkins: Rabbitt:

Ayes:

Noes:

Absent:

Abstain:

WHEREUPON, the Chair declared the above and foregoing Ordinance duly adopted and

SO ORDERED.

Chair, Board of Supervisors County of Sonoma

ATTEST:

M. Christina Rivera,
Clerk of the Board of Supervisors