

**EFFECTIVE DATE  
OF ORDINANCE**

October 12, 2022

**ORDINANCE NO. XXX2823 N.C.S.**

Introduced by: ~~Brian Barnaele~~

Seconded by: ~~D'Lynda Fischer~~

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PETALUMA AMENDING  
CHAPTER 6.60 OF  
THE PETALUMA MUNICIPAL CODE ~~ENTITLED TO ADD CHAPTER 6.60 TITLED,~~  
“RESIDENTIAL TENANCY PROTECTIONS”**

**Section 6.60.010 Purpose and intent.**

~~WHEREAS, in 1984, the Supreme Court of California held in *Nash v. City of Santa Monica (Nash)*, that the City of Santa Monica could prohibit landlords from demolishing rent-controlled housing occupied by low-income tenants<sup>1</sup>; and~~

~~WHEREAS, one year after the *Nash* holding, the California legislature passed the Ellis Act, California Government Code Sections 7060 et seq., which superseded *Nash* and codified a landlord's right to withdraw from the rental market; and~~

~~WHEREAS, Government Code Sections 7060.2-7060.7 of the Ellis Act authorize localities to impose restrictions on a landlord's right to “withdraw” from the rental property business; and~~

~~WHEREAS, in 2019, the Legislature passed the Tenant Protection Act (TPA), California Civil Code Sections 1946.2 and 1947.12-1947.13, establishing a statewide system of residential rent control and permissible grounds for eviction of residential tenants; and~~

~~WHEREAS, Section 1946.2, subdivision (b), paragraph (2)(B) of the TPA allows landlords to evict tenants for purposes of “withdrawal of the residential real property from the rental market;” and~~

~~WHEREAS, the Ellis Act was passed in 1985, thirty-four years prior to the TPA, and did not contemplate a statewide scheme of residential rent control; and~~

~~WHEREAS, the tenant protections in the TPA currently will expire on January 1, 2030; and~~

~~WHEREAS, the right to withdraw from the rental market has been used to displace rent-controlled tenants since the Ellis Act's passage;<sup>2</sup> and~~

~~WHEREAS, to protect tenants from unjust evictions, the City Council desires to enact Ellis Act protections pursuant to the City's police power, and the authorization in Sections 7060-7060.7 of the Ellis Act, and enhanced tenant protections pursuant to the authorization in Section 1946.2(g)(1)(B) of the TPA; and~~

<sup>1</sup> *Nash v. City of Santa Monica*, (1984) 37 Cal. 3d 97

<sup>2</sup> <http://antievictionmappingproject.net/ellis.html#:~:text=The%20Ellis%20Act%20is%20a,tenancy%2Din%2Dcommon%20flats>

~~WHEREAS, such protections are crucial both during and after the COVID-19 pandemic, especially as governmental rental assistance and eviction moratoriums are expiring; and~~

~~WHEREAS, the TPA prohibits owners of residential real property, over the course of any 12-month period, from increasing the gross rental rate for dwellings or units more by than 5% plus the percentage change in the cost of living, as defined, or 10%, of the lowest gross rental rate charged for the immediately preceding 12 months (whichever is less), subject to specified conditions; and~~

~~WHEREAS, the TPA prohibits owners of residential real property from increasing the gross rental rate for dwelling units in more than 2 increments over a 12-month period, for tenants that have remained in occupancy of the unit over a 12-month period; and~~

~~WHEREAS, Civil Code Section 1946.2, subdivision (g), paragraph (1)(B)(ii) of the TPA authorizes local tenant protection ordinances that are adopted after September 1, 2019 that are more protective than the TPA to apply in lieu of the TPA; and~~

~~WHEREAS, there is a shortage of affordable rental housing in the City of Petaluma because over 1/3 of housing units in Petaluma are occupied by renters, 18.2% of households in Petaluma live in neighborhoods that are susceptible to or experiencing displacement, and 38.7% of Petaluma households live in neighborhoods where low-income households are likely to be excluded due to prohibitive housing costs<sup>3</sup>; and~~

~~WHEREAS, the rental vacancy rate in Petaluma is 1.9<sup>4</sup>%; and~~

~~WHEREAS, the median rent in Petaluma for one and two-bedroom units was \$2,527 as of July 2022, the highest median rent in Sonoma County<sup>5</sup>; and~~

~~WHEREAS, 81% of renters in Petaluma with incomes below 80% of area median income are paying more than 30% of their income for housing costs, and this statistic has increased since the adoption of the City's previous Housing Element, when approximately 63% of renters were paying more than 30% of their income for housing<sup>6</sup>; and~~

~~WHEREAS, during the past two years of the COVID-19 pandemic there was a 5% increase in homelessness in Sonoma County<sup>7</sup>; and~~

~~WHEREAS, between January 2021 and January 2022, the cost of rental housing in Petaluma rose 14.5%, despite the TPA rent caps and anti-price gouging statutes limiting rent increases to 10%<sup>8</sup>; and~~

~~WHEREAS, lack of affordable rental housing can lead to overcrowding, household stress, and homelessness; and~~

~~WHEREAS, just cause for eviction policies promote fair housing by reducing the likelihood that the termination of a tenancy or an eviction is motivated by unlawful discrimination or retaliation and by protecting existing tenants who are statistically more likely to be members of protected classes than homeowners in Petaluma; and~~

---

<sup>3</sup> <https://mteedrive.app.box.com/s/nei8x775oi5m47mqhu8ctpyyqrioav3/file/794789786076>.

<sup>4</sup> <https://www.rate.com/research/petaluma-ca>

<sup>5</sup> Id.

<sup>6</sup> <https://storage.googleapis.com/proudcity/petalumaca/uploads/2019/09/HousingElement.pdf> Appendix A, Page 11

<sup>7</sup> <https://www.pressdemocrat.com/article/news/sonoma-countys-homeless-population-increased-5-during-pandemic/>

<sup>8</sup> [Napa, Sonoma, Marin, Solano-rents-jump-burdening-tenants-landlords \(northbaybusinessjournal.com\)](https://www.northbaybusinessjournal.com/Napa_Sonoma_Marin_Solano-rents-jump-burdening-tenants-landlords)

~~WHEREAS, a 2018 research project by the California Housing Partnership and U.C. Berkeley's Urban Displacement Project regarding rising housing costs and resegregation showed that displaced households experienced greater housing costs after displacement, whether they moved within their county of origin to a new county in the Bay Area, within the region, or out of state<sup>9</sup>; and~~

~~WHEREAS, studies have found that families that experience evictions suffer increased material hardship, are more likely to suffer from depression, report worse health for themselves and their children, and report more parenting stress;<sup>10</sup> and~~

~~WHEREAS, the TPA does not provide tenant protection for occupancies of less than one year; and~~

~~WHEREAS, a shorter period of 6 months is sufficient for tenants to demonstrate compliance with their rental agreements and qualify for tenant protections; and~~

~~WHEREAS, Petaluma tenants have little protection against landlords evicting them ostensibly to remove the property from the rental market and re-renting the unit at a higher price; and~~

~~WHEREAS, some owners of residential property are dependent on the rental income from tenants for their livelihoods, particularly such property owners that are natural persons rather than business entities, and particularly such property owners that live on the same property as a unit that is being rented; and~~

~~WHEREAS, residential evictions due to causes other than tenant fault occur year-round, and such evictions that occur during the school year are of particular concern due to their adverse effect on families with school-age children; and~~

~~WHEREAS, studies overwhelmingly demonstrate that moving in the middle of a school year can be harmful to children, because residential instability can have a negative effect on a child's academic performance, social relationships, and mental health<sup>11</sup>; and~~

~~WHEREAS, a 2015 study from New York University, entitled "Moving Matters: The Causal Effect of Moving Schools on Student Performance," found that mid-year moves are more likely to disrupt children's peer networks and interfere with the learning process<sup>12</sup>; and~~

~~WHEREAS, the impact of evictions during the school year on school staff such as teachers and others also raises serious concern because school staff tend to be especially vulnerable to displacement due to salary limitations that can make it difficult to quickly or easily locate replacement housing, and as a result the eviction of school staff during the school year can be especially detrimental; and~~

~~WHEREAS, children often rely on school staff as mentors, particularly when they cannot find stability in their homes or in their communities, and there is a broad consensus that academic performance suffers when~~

---

<sup>9</sup> Zuk, M., & Cahrpple, K. (2018). Urban Displacement Project. <https://www.urbandisplacement.org/topic/evictions-housing-precarity-risk-model/>

<sup>10</sup> Eviction's Fallout: Housing, Hardship, and Heath Matthew Desmond & Rachel Tolbert Kimbro (2015) Oxford University Press: [https://scholar.harvard.edu/files/mdesmond/files/desmondkimbro.evictions.fallout.sf2015\\_2.pdf](https://scholar.harvard.edu/files/mdesmond/files/desmondkimbro.evictions.fallout.sf2015_2.pdf)

<sup>11</sup> The Negative Effects of Instability on Child Development: A Research Synthesis (2013) Heather Sandstrom & Sandra Huerta. Urban Institute. <https://www.urban.org/sites/default/files/publication/32706/412899-The-Negative-Effects-of-Instability-on-Child-Development-A-Research-Synthesis.PDF>

<sup>12</sup> Moving Matters: The Causal Effect of Moving Schools on Student Performance (2017) Amy Ellen Schwartz, Leanna Stiefel, & Sarah A. Cordes. <https://direct.mit.edu/edfp/article/12/4/419/10279/Moving-Matters-The-Causal-Effect-of-Moving-Schools>.

~~teachers leave or are repeatedly absent during the school year and as a result, mid-year evictions of school staff disrupt relationships that are important to children, interfere with the learning process, and negatively impact schools and families with school-aged children; and~~

~~WHEREAS, at the May 2, 2022 City Council meeting, the City Council identified enactment of Just Cause and Ellis Act tenant protections as one of its top ten priorities for the fiscal year 2022/2023; and~~

~~WHEREAS, this ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) because enactment of this ordinance does not qualify as a “project” within the meaning of Section 15378 of the CEQA Guidelines, because enactment of this ordinance is administrative activity that has no potential for resulting in physical change in the environment, because this ordinance adopts residential tenant protection measures for existing residential units in Petaluma, which is a solely administrative process resulting in no physical changes to the environment, and this ordinance contains no provisions affecting the physical design, development, or construction of residences or nonresidential structures; and~~

~~WHEREAS, on August 1, 2022, the City Council held a duly noticed public hearing to receive and consider this ordinance including the accompanying staff report and comments from staff and the public.~~

~~NOW, THEREFORE, BE IT ORDAINED~~ by the City Council of the City of Petaluma, as follows:

~~Section 1. Findings.~~ The City Council of the City of Petaluma hereby finds as follows:

- ~~1. The above recitals are hereby declared to be true and correct and are incorporated into this ordinance as findings of the City Council.~~
- ~~2. This Ordinance is exempt from the requirements of the California Environmental Quality Act (“CEQA”) because enactment of this ordinance does not qualify as a “project” within the meaning of Section 15378 of the CEQA Guidelines, because enactment of this ordinance is administrative activity that has no potential for resulting in physical change in the environment, because this ordinance adopts residential tenant protection measures for existing residential units in Petaluma, which is a solely administrative process resulting in no physical changes to the environment, and this ordinance contains no provisions affecting the physical design, development, or construction of residences or nonresidential structures.~~
- ~~3. It is in the interest of the entire Petaluma community to provide housing stability through adoption of local protections against arbitrary evictions and to increase certainty and fairness in the residential rental market within the City in order to promote the health, safety, and general welfare of Petaluma residents and property owners.~~
- ~~4. The rights and obligations enumerated in this ordinance for owners of residential rental property and tenants are enacted pursuant to the City’s general police powers in accordance with Article XI, Sections 5 and 7 of the California Constitution, and the authority granted in Government Code Sections 7060.2 and 7060.4, part of the Ellis Act, and in Government Code Section 1946.2, part of the Tenant Protection Act of 2019, to protect the health, welfare, and safety of Petaluma residents, and such rights and obligations are in addition to any rights and obligations under existing state and federal law.~~
- ~~5. This Ordinance is more protective than the Tenant Protection Act of 2019 in accordance with Section 1946.2(g)(1)(B) of that act because: the just cause for termination of residential tenancies under this ordinance is consistent with that section, as specified in Section 6.60.050 of this ordinance; this ordinance further limits the reasons for termination of a residential tenancy as specified in Section 6.60.050 of this ordinance; this ordinance provides for higher relocation assistance amounts than the Tenant Protection~~

~~Act, as specified in Section 6.60.080 of this ordinance, and this ordinance provides additional tenant protections that are not prohibited by any other provision of law as specified throughout this ordinance.~~

**Section 2.** Chapter 6.60 entitled “Residential Tenancy Protections” is hereby added to the Petaluma Municipal Code to read as follows:

## **Chapter 6.60 Residential Tenancy Protections**

### **6.60.010 Purpose and intent.**

- A. It is the purpose and intent of this chapter to provide housing stability through adoption of local protections against arbitrary ~~terminations of residential tenancies~~~~evictions~~ and to increase certainty and fairness in the residential rental market within the city in order to promote the health, safety, and general welfare of Petaluma residents and property owners.
- B. This chapter is enacted to further the purposes of and in partial reliance on the state-wide rent control regulations codified in Civil Code Section 1947.12, part of the ~~Act~~~~Tenant Protection Act of 2019~~, and in California Penal Code Section 396 during times of declared emergency. This chapter is intended to exercise the city’s constitutional police power in Article XI, Sections 5 and 7 of the California Constitution and the authority granted in Government Code ~~Sections 7060.2 and 7060.4, part of the Ellis Act, and in Government Code~~ Section 1946.2, part of the ~~Act~~.
- C. ~~This chapter is intended to provide tenant protections in addition to those in the~~~~Tenant Protection Act by:~~  
~~commencing tenant protections sooner than does the Act, regulating of 2019, regulates~~ residential tenant relocation assistance; ~~prescribing required notice of tenants’ rights under this chapter; and the just causes, noticing, and the reason(s) based on which landlords of rental dwelling units located within the city may terminate specified residential tenancies in the city, and the grounds for eviction and withdrawal of units from the rental market in the city pursuant to the Ellis Act, Government Code Sections 7060.2-7060.7.~~
- D. ~~This chapter is also intended to support the interests of residential property owners in: enforcing the lawful terms of their rental agreements; renting their property for temporary tenancies; and exiting the rental housing market, including upon sale of a rental unit.~~

### **Section**

### **6.60.020 Definitions.**

~~Terms used in this chapter that are not defined in this section and that are defined in the Act, shall have the same meaning as in the Act, as amended from time to time, and in any successor act. References in this section to the Act and other laws shall include amendments to such laws and any successor laws, and any regulations promulgated under such laws.~~ For the purpose of this chapter, the following words and phrases are defined as follows:

- A. ~~“Accessory Dwelling Unit”~~ means an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence in accordance with the definition in Chapter 28 of the ~~zoning ordinance~~~~Zoning Ordinance~~.
- B. ~~“At-fault” just causes for termination~~~~Catastrophically ill”~~ means ~~the circumstances listed in Section 6.60.050(B) of this chapter justifying termination of a residential tenancy due to no fault of the tenant, that is disabled and is suffering from a life-threatening illness as certified the tenant’s primary care physician.~~
- C. ~~“City”~~ means the city of Petaluma, California, a California municipal corporation and charter city, and/or the area within the territorial limits of the city, as the context requires.
- ~~C.D. “City Housing manager” means the city of Petaluma housing manager or the housing manager’s designee.~~
- D. ~~“City Manager”~~ means the ~~city~~~~City~~ of Petaluma ~~city manager~~~~City Manager~~ or the ~~City Manager’s designee, unless otherwise specified.~~
- E. ~~“Custodial relationship”~~ means, with respect to a child and a tenant, that the tenant is a legal guardian of the child, or has a court-recognized caregiver authorization affidavit for the child, or has provided full-time



~~custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less.~~

~~F.E. "Disability" or "Disabled" shall have the city manager's designee, same meaning as in Section 12955.3 of the California Government Code as amended from time to time.~~

~~G.F. "Dwelling unit" means a structure or the part of a structure in the city that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household as defined in California Civil Code Section 1940. Dwelling unit does not include mobile homes as defined in Civil Code Section 798.3, amended from time to time.~~

~~H. G "Educator" means any person who works at a school in Petaluma as an employee or independent contractor of the school or of the governing body that has jurisdiction over the school, including without limitation, all teachers, classroom aides, administrators, administrative staff counselors, social workers, psychologists, school nurses, speech pathologists, custodians, security guards, cafeteria workers, community relations specialists, child welfare and attendance liaisons, and learning support consultants.~~

~~I. "For cause" termination means termination of a residential tenancy due to circumstances listed in subsection (B) of Section 6.60.050 of this chapter.~~

~~J. "Guidelines" means any written regulations for the administration and implementation of this chapter promulgated by the city manager City Manager in accordance with Section 6.60.120130 of this chapter.~~

~~HK. "Housing Services" includes all services provided by a landlord related to the use or occupancy of a dwelling unit, including, but not limited to, insurance, repairs, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service, employee services, and any other benefits or privileges permitted the tenant by agreement, whether express or implied, including the right to a specified number of dwelling occupants and the right to one-for-one replacement of roommates.~~

~~IL. "Junior Accessory Dwelling Unit" means an accessory dwelling unit that is no more than 500 square feet in size and contained entirely within a single-family residence that meetsand meeting the requirements of Section 7.035 of the zoning ordinance Zoning Ordinance in accordance with the definition in Chapter 28 of the zoning ordinance Zoning Ordinance.~~

~~JM. "Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any dwelling unit or portion thereof in the city, or an agent, representative or successor of any of the foregoing.~~

~~KN. "Low income" means "persons and families of low or moderate income" as that term is defined in California Health and Safety Code Section 50093 as amended from time to time.~~

~~LO. "No-fault" just causes for termination means the termination of a residential tenancy due to circumstances listed in subsection (D) of Section 6.60.050(D) of this chapter justifying termination of a residential tenancy due to no fault of the tenant.~~

~~MP. "Notice of intent to withdraw" means a city approved form, that includes all of the requirements in Section Subsection 6.60.070(A)(1) of this chapter, giving notice of an owner's intent to withdraw a building containing at least one dwelling unit from the residential rental market in accordance with California Government Code Sections 7060-7060.7, as amended from time to time.~~

~~NQ. "Notice of termination" means a written notice that includes all of the information listed in paragraphs 1-7 of subsection (A) of Section 6.60.060(A)(1-7) of this chapter.~~

~~OR. "Owner" means a natural person with at least a 50% recorded ownership interest in a dwelling unit.~~

~~P. "RelativeS. "Owner's relative" means the child, parent, grandparent, spouse or registered domestic partner of a residential propertyan owner or tenant.~~

~~QT. "Primary residence" means a dwelling unit that an owner occupies as a primary residence, as evidenced by the dwelling unit qualifying for a homeowner's property tax exemption.~~

~~RU. "Rent" means the consideration, including any funds, labor, bonus, benefit, or gratuity, demanded or received by a landlord for or in connection with the use and occupancy of a dwelling unit in the city and the housing services provided therewith, or for the assignment of a rental agreement for a dwelling unit.~~

- S. *“Temporary tenancy”* means a tenancy in the primary residence of the owner that is less than 12 months in duration pursuant to an agreement specifying a date when the rental agreement will expire and the tenant shall surrender the unit so the owner may re-occupy it as their primary residence.
- TV. ~~“School” means any state-licensed childcare center, state-licensed family day care, and/or any public, private, or parochial institution that provides educational instruction for students in any or all of the grades from kindergarten through twelfth grade.~~
- W. ~~“School year” means the first day of school through the last day of school of a student or an educator in a tenant household. “School year” excludes the entire month of July.~~
- X. *“Tenant”* means a person entitled by written or oral agreement, ~~or by sufferance,~~ to the use or occupancy of a dwelling unit in the city.
- UY. *“Tenant household”* means all tenant(s) who occupy any dwelling unit in the city, and ~~includes each minor child, dependent, spouse or registered domestic partner of any~~ tenant relatives whose primary residence is the dwelling unit.
- VZ. *“Zoning Ordinance”* means the Implementing Zoning Ordinance of the city, Ordinance 2300 N.C.S., ~~as amended from time to time.~~

### **Section 6.60.030, Applicability.**

- A. *General application.* Except as provided in ~~subsections~~ subsections B. and C. of this section, the provisions of this chapter shall apply to tenants and tenant households on the ~~first day immediately following the 180th day of the term of the rental agreements for agreement governing the tenancy during which 180-day period the tenants and tenant household have continuously and lawfully occupied a dwelling unit~~ unit:
1. That ~~containe~~ contains a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling;
  2. In single room occupancy residential structures; or
  3. In a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Zoning Ordinance, that is hired, rented, or leased to a household within the meaning of California Civil Code Section 1940, ~~as amended from time to time.~~ This includes any dwelling unit that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.
- B. *Exceptions.* Notwithstanding subsection A, the provisions of this chapter shall not apply to:
1. Tenant Protection Act Exceptions.
    - a. Transient and tourist occupancies as defined in Civil Code Section 1940(b).
    - b. 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.
    - c. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
  2. Small Property Owners. Residential rental units of property owners that are not a real estate investment trust, as defined in Section 856 of the Internal Revenue Code, or a corporation, or a limited liability company in which at least one member is a corporation, that own 2 or fewer such units in the city, and that have provided written notice to the tenants in the rental agreement that the residential property is exempt from this chapter. The notice must read as follows: “This property is not subject to the rent limits in Section 1947.12 of the Civil Code, and is not subject to the just cause requirements of Section 1946.2 of the Civil Code, and is not subject to the just cause or other requirements of Chapter 6.60 entitled “Residential Tenancy Protections” of the Petaluma Municipal Code. The owner is not a real estate investment trust, as defined in Section 856 of the Internal Revenue Code, or a corporation, or a limited liability company in which at least one member is a corporation, and owns 2 or fewer residential units in Petaluma.”

3. Temporary Tenancies. Temporary tenancies as defined in this chapter.

~~B. Tenant Property Managers. Owner's primary residence exception.~~ Notwithstanding subsection A of this section, the provisions of this chapter shall apply to tenants and tenant households who are renting one of the types of dwelling unit listed in paragraphs (1-3) of subsection A in this Section on the day one year immediately following the term of the rental agreement governing the tenancy during which one year period the tenants and tenant household have continuously and lawfully occupied a dwelling unit if the owner also resides in a dwelling unit on the same property as the owner's primary residence.

~~C. Specific Dwelling Unit Exceptions.~~ Notwithstanding anything to the contrary in subsection A of this section, the provisions of this chapter shall not apply to the following types of dwelling units:

1. Any dwelling unit:

- a. That is owned or operated by any government agency; or
- b. The rent for which is directly subsidized by a government agency such that the tenant's portion of the rent does not exceed thirty percent of household income.

2. Any dwelling unit located in a development in which no fewer than forty-nine percent of the dwelling units are subject to legally binding restrictions enforceable against and/or governing such units that limit the rent to no more than an affordable rent, as such term is defined in California Health and Safety Code Section 50053 as amended from time to time.

3. Any residential accessory dwelling unit or junior accessory dwelling unit, in which the tenant or tenant household has been residing for less than a year.

4. Any dwelling unit occupied by a tenant who is employed by a landlord for the purpose of managing the property or by a tenant who is permitted to reside in the dwelling unit in consideration of managing the property.

5. Units Shared with Owner. Any dwelling unit in which the owner resides with a tenant or tenant household as the owner's primary residence and in which the owner shares a bathroom or kitchen with the tenant or tenant household.

### **Section 6.60.040 Notice of tenant rights.**

~~A.~~ Landlords must provide to each tenant a current notice of tenant and tenant household rights under this chapter using the form provided by the city for that purpose.

~~B.A.~~ ~~Landlords must provide to tenants the then-current city notice of tenant rights~~ in accordance with the requirements of this section:

1. Within thirty calendar days of this chapter taking effect;
2. When entering a lease or rental agreement;
3. When renewing a lease or rental agreement;
4. When providing notice of a rent increase; ~~and~~
5. Within 30 days of notice by the city that the notice of tenant rights provided by the city has been amended and receipt of the amended city notice or a working link to the amended city notice on the city's website;
6. When a landlord lists the property for sale; and
7. Within 30 days of acquiring title to the unit or property.

~~C.B.~~ Notices provided under this section shall be in English and Spanish, using the current forms provided by the city. If the rental agreement governing a dwelling unit ~~subject to~~ which this chapter applies is in a language other than English or Spanish, the landlord must provide an accurate translation of the notice of tenant rights provided by the city in the language of the rental agreement, as well as the notice provided by the city.

~~D.C.~~ Failure to comply with the notice requirements in this section shall render any rental increase notice invalid and unenforceable until such non-compliance is cured. Failure to comply with the notice requirements of this section may only be cured by providing notice of tenant rights in accordance with this section.

### **Section 6.60.050, Requirements for termination of tenancies, is hereby amended to read as follows:.**



Landlords are prohibited from ~~terminating tenancies~~ taking action to terminate a tenancy including, without limitation, making a demand for possession; threatening to ~~which~~ terminate a tenancy, whether orally or in writing; serving any notice to quit or other eviction notice; or bringing any action to recover possession of a dwelling unit of a tenant that qualifies for the protections of this chapter ~~applies in accordance with Section 6.60.030~~ unless the termination ~~is for an “at-fault just causes” or “no-fault” or “no-fault” just cause~~ termination, in accordance with ~~this section, Subsections B or D of Section 6.60.050;~~ and unless and until the landlord first ~~satisfies~~ complies with the ~~termination prerequisites specified in requirements of subsections B through D of~~ this section.

- A. *Termination prerequisites.* Before terminating a residential tenancy ~~to which that qualifies for the protections of this chapter applies, in accordance with Section 6.60.030~~ the landlord must:
1. ~~Provide a~~ Have previously provided notice of tenant rights in accordance with Section 6.60.040;
  2. ~~Serve~~ Have served a notice of termination in accordance with Section 6.60.060; and
  3. ~~Not accept~~ Have not accepted rent or any other consideration in return for the continued use of the dwelling unit beyond the term of the terminated tenancy in ~~accordance~~ compliance with ~~California~~ Civil Code Sections 1945, 1946, and 1946.1 ~~as amended from time to time.~~
- B. *~~At-fault just causes. The~~ For cause termination.* Any of the following circumstances with respect to a tenancy ~~to which that qualifies for the protections of this chapter applies in accordance with Section 6.60.030~~ qualify as ~~at-fault just causes~~ cause for termination of the tenancy as permitted by this chapter. Nothing in this section shall abrogate the protections afforded to survivors of violence consistent with the California Code of Civil Procedure Section 1161.3, and the Violence Against Women Act, Public Law 102-322, as amended from time to time.
1. *Failure to pay rent.* The tenant failed to pay rent within three days of receiving written notice from the landlord demanding payment in accordance with subsection 2 of ~~California~~ Code of Civil Procedure Section 1161, ~~as amended from time to time,~~ unless the tenant has withheld rent in accordance with the terms of the rental agreement or applicable local, state, or federal law.
    - a. Tenants may raise as a defense to an unlawful detainer action to recover possession of a unit for failure to pay rent that the landlord refused to accept rent paid on behalf of the tenant by a third party, or is 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.
  2. *Breach of rental agreement.* The tenant has ~~committed a breach of the lease, as described in paragraph (3) of Section 11611 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease~~ continued, after being issued a written notice to correct ~~to substantially violate any of the lawful, material terms of a rental agreement that is currently in effect and signed by the landlord or authorized representative of the landlord and the violation~~ tenant.
  3. *Tenant illegal activity.* Criminal activity by the tenant on the residential real property, 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 residential real property, that is directed at any owner or agent of the owner of the residential real property.~~
  4. *Unlawful use of Premises.* Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Civil Code.
  3. ~~Nuisance.~~ The tenant has maintained, committed or permitted the maintenance or commission of a nuisance as described in Paragraph (4) of Section 1161 of the Code of Civil Procedure. ~~Tenant illegal activity.~~ The tenant has been convicted of a crime or crimes involving use of the dwelling unit for an unlawful purpose pursuant to subsection 4 of California Code of Civil Procedure Section 1161 as amended from time to time. Such unlawful purposes may include, but are not limited to, the unlawful distribution of a controlled substance pursuant to California Civil Code Section 3486, as amended from time to time; the unlawful use, manufacture, or possession of weapons and ammunition, pursuant to California Civil Code Section 3485, as amended from time to time; or other serious crime or violent felony pursuant to applicable law, which occurred during the tenancy at or within on thousand feet of the dwelling unit or the lot where the dwelling unit is located.

4. ~~*Threat of violent crime.* Any statement made by a tenant, or at their direction and by their agent, to any person who is on the lot that includes the dwelling unit or to the landlord, or to the landlord's agent, which statement threatens the commission of a crime that may result in death or great bodily injury to another person, and which statement causes the person to whom the statement is directed to reasonably fear for their own safety or that of their immediate family or member of the tenant household.~~
5. ~~*Nuisance.* The tenant or tenant household, after written notice to cease, and the passage of a reasonable period of time to abate or cure, creates or permits a nuisance at or within on thousand feet of the dwelling unit or the lot where the dwelling unit is located, that unreasonably interferes with the peace, quiet, comfort, or safety of the landlord or tenants of the adjacent properties. Nuisances that give cause for termination pursuant to this section include, but are not limited to violations of federal, state or local law that unreasonably interfere with the peace, quiet, comfort, or safety of the landlord or tenants of the adjacent properties and the creation or maintenance of a dangerous or unsanitary condition in violation of applicable federal, state, or local law.~~
6. *Failure to Give Access.* The tenant has refused, without good cause, after landlord has served written notice, to grant landlord reasonable access to the dwelling unit as authorized by Sections 1101.5 and 1954 of the Civil Code, and Section 13113.78 and 17926.1 of the Health and Safety Code to show the dwelling unit to prospective tenants or buyers, to conduction inspections, or make repairs or for other lawful purposes permitted by the rental agreement governing the tenancy.
7. *Committing Waste.* Tenant has committed waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
8. *Refusal to Enter a New Lease.* Then tenant had a written lease that terminated on or after the effective date of this chapter, 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 chapter or any other provision of law.
9. *Prohibited Assignment, Subletting.* Assignment or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
10. *Failure to Vacate.* The employee, agent or licensee's failure to vacate after their termination as an employee, agent or a license as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.
11. *Failure to Deliver Possession.* When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Civil Code Section 1946 of the tenant's intention to terminate the hiring of the real property, 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. *Limitations on Subsection B.*

- a. 1. For purposes of paragraphs 3 – 5 of subsection B of this section, if the member of the tenant household that is responsible for giving cause for termination of the tenancy is not the tenant, the tenant, after receipt of notice of termination in accordance with Section 6.60.060, may cure the violation by permanently removing the member of the tenant household giving cause for termination, and substantiating such removal to the landlord's reasonable satisfaction.
- b. 2. Except as permitted by ~~California~~ Code of Civil Procedure Section 1161.3, an act or acts against a tenant or a tenant household member that constitute one of the crimes listed in that section, ~~as amended from time to time,~~ shall not give cause for termination of a tenancy to which that qualifies for the protections of this chapter applies in accordance with Section 6.60.030. 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. Landlords shall keep confidential all information that is received in confidence from a tenant or a tenant~~tenants~~ household member who is a victim of one of the crimes listed in Code of Civil

Procedure Section 1161.3, except to the extent that such disclosure is necessary to provide for a reasonable accommodation for the victim, or is otherwise required pursuant to applicable federal, state or local law.

D. ~~No-fault just causes. The termination. Any of the~~ following circumstances with respect to a tenancy to which that qualifies for the protections of this chapter ~~applies in accordance with Section 6.60.030~~ qualify as no-fault just causes for termination of the tenancy as permitted by this chapter.

1. ~~Permanent~~Permanently withdrawal from rental market. A landlord intends in good faith to withdraw a building containing at least one rental unit from the residential rental market ~~in accordance with the Ellis Act, California Government Code Sections 7060-7060.7 as amended from time to time.~~
2. ~~Owner or relative to occupy dwelling unit. Intent to occupy the residential real property by the owner or their relative, but only if a provision of the lease allows the owner to terminate the lease if the owner, or their relative member unilaterally decides to occupy the residential real property.~~
3. ~~Intent to demolish or substantially remodel. Intent to demolish or substantially remodel the residential real property. For purposes of this paragraph, "substantially 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 residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial remodeling.~~
4. ~~Government order. The owner complying with any of the following:~~
  - a. ~~An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.~~
  - b. ~~An order issued by a government agency or court to vacate the residential real property.~~
  - c. ~~A local ordinance that necessitates vacating the residential real property.~~

**Section 6.60.a.** ~~For purposes of purposes of paragraph 1 of this subdivision D, the following shall not be deemed withdrawals from the rental market.~~

- i. ~~Selling a dwelling unit or units.~~
- ii. ~~Converting a dwelling unit or units to a hotel, short-term rental, or any other use that involves human habitation in exchange for money paid to the landlord.~~
2. ~~Owner to occupy dwelling unit. An owner, or one of owner's relatives, intends in good faith to reside in the dwelling unit as their primary residence. To qualify under this provision, the dwelling unit must be occupied as the owner or owner's relative's primary residence within 90 days of the tenant household vacating the dwelling unit, and the dwelling unit must continue to be occupied as the owner or owner's relative's primary residence for at least the three consecutive years immediately following the tenant household vacating the dwelling unit.~~
  - a. ~~Notwithstanding paragraph 2, above, an owner may not terminate a tenancy pursuant to subsection D., paragraph 2, if the owner or owner's relative who intends to move into the dwelling unit as their primary residence already occupies a dwelling unit on the lot where the dwelling unit identified for withdrawal is located or if there is another, comparable, vacant dwelling unit on the lot where the dwelling unit identified for withdrawal is located. However, if an owner or owner's relative who already occupies a dwelling unit on the same lot as a dwelling unit identified for withdrawal is disabled and requires the dwelling unit identified for withdrawal as an accommodation for their disability, the owner may withdraw the dwelling unit identified for withdrawal after first offering the dwelling unit to be vacated by the owner or owner's relative to the tenant that would be displaced by the withdrawal.~~
  - b. ~~An owner who terminates a tenancy pursuant to paragraph 2 of subsection D of this section shall re-offer the dwelling unit to the displaced tenant at the same rent and subject to the same terms as when the tenancy was terminated if:~~

- i. ~~The owner or owner's relative fails to occupy the dwelling unit within 90 days of the tenant household vacating the dwelling unit; or~~
- ii. ~~The owner or owner's relative fails to occupy the residential unit for at least the three consecutive years immediately following the tenant household vacating the dwelling unit.~~
- c. ~~If an owner owns multiple rental dwelling units in the city, and another of the owner's dwelling units can accommodate the owner's or owner's relative's intent to occupy the dwelling unit as their primary residence, the owner may not recover possession of a dwelling unit identified for withdrawal from a tenant pursuant to paragraph 2. of subsection D. if the owner has or receives notice, any time before recovery of possession of the dwelling unit identified for withdrawal, that any tenant in the rental unit:~~
  - i. ~~Is 62 years of age or older or is disabled, and has been residing in the unit for 10 years or more;~~  
~~or~~
  - ii. ~~Is disabled and catastrophically ill within the meaning of this chapter and has been residing in the unit for one or more years.~~
- 3. ~~*Substantial rehabilitation for health and safety.* The landlord has obtained any and all necessary permits to undertake substantial repairs to a dwelling unit that qualifies for the protections of this chapter in accordance with Section 6.60.030 that cannot be completed while the dwelling unit is occupied. To qualify, such substantial repairs must be for the primary purpose of bringing the dwelling unit into compliance with applicable health and safety codes or where necessary under an outstanding notice of code violations affecting tenant health and safety.~~
  - a. ~~Upon recovery of possession of the dwelling unit, the landlord must proceed without unreasonable delay to conduct the needed repairs.~~
  - b. ~~To meet the requirements of this paragraph, landlords that recover possession of dwelling units for substantial rehabilitation must, within 30 days of the completion of the rehabilitation work, advise the tenant that was displaced due to the rehabilitation, in writing, of the tenant's right of first refusal to re-occupy the dwelling unit at the same rent and pursuant to a rental agreement on substantially the same terms after completion of the work. The tenant shall have 15 days from receipt of the landlord's notice to notify the landlord whether or not the tenant will exercise the right of first refusal. If the tenant gives notice of exercise of the tenant's right of first refusal, the tenant shall reoccupy the unit within 30 days of receipt of the landlord's notice, and the rent shall not exceed the rent lawfully paid by the tenant at the time the owner recovers possession of the dwelling unit.~~
- E. ~~*School year defense.* It shall be a complete defense to an eviction under subsections D, paragraphs 1 or 2, if a child under the age of 18 or any educator resides in the dwelling unit as a member of the tenant household, or as a tenant in the unit, the effective date of the notice of termination of tenancy falls during the school year, and the notice of termination of tenancy is given sometime following the 365th day of the term of the rental agreement governing the tenancy during which 365 day period the tenants and tenant household have continuously and lawfully occupied the dwelling unit.~~
- F. ~~*Buy-out agreements.* Nothing in this chapter shall expand or limit a landlord and tenant's ability to negotiate or agree to end a tenancy voluntarily in exchange for money or other consideration.~~

## **6.60.060, Notice of termination.**

- A. *Contents of notice of termination.* In addition to any information required by federal or state law, each notice of termination of a rental agreements ~~subject to~~ which this chapter applies ~~must include all of the following.~~
  - 1. The name and address of the landlord where the landlord will accept service of process;
  - 2. The location of the dwelling unit subject to the notice;
  - 3. The date of the notice, which shall be the date the notice was mailed or delivered;
  - 4. The termination effective date, which shall be the intended final date of occupancy under the tenancy;
  - 5. The monthly rent applicable to the tenancy upon mailing or delivery of the notice, and, if applicable, the date on which the final monthly rent is due;



6. The beginning date of the tenancy and monthly rent applicable at that time; and
  7. At ~~least~~last one applicable just cause~~basis~~ for termination of the tenancy in accordance with Section 6.60.050.
- B. *Language of notice of termination.* Notices provided under this section shall be in English and Spanish. If the rental agreement governing a dwelling unit subject to which this chapter applies is in a language other than English or Spanish, the landlord must also provide an accurate translation of the notice of termination in the language of the rental agreement.
- C. *Delivery of notice.* Notice of termination must be delivered to the tenant household in accordance with ~~California~~ Civil Code Sections 1946 and 1946.1, as applicable ~~and as amended from time to time~~.
- D. *~~Re-notice~~Renotice.* If a notice of termination for a no-fault just cause is served after adoption but prior to the effective date of this chapter, the landlord shall provide the notice required by this section to the tenant household within 15 calendar days after the effective date of this chapter, or before the previously-served notice of termination expires, whichever occurs first.

**Section 6.60.070. Additional notice requirements for ~~certain no-~~fault terminations.**

~~A. Landlords terminating a tenancy duepursuant to permanentparagraph 1 of subsection D. of Section 6.60.050 based on the Landlord withdrawal of the unit from the rental market in accordance with Section 6.60.050(D)(1) must first, in addition to giving notice in accordance withas required by Section 6.60.060, provide:~~

~~1.A. Provide the tenant household and the city housing manager notice of intent to withdraw the dwelling unit, at least one hundred twenty days prior to the intended final date of occupancy of the tenancy. However, if the tenant or a member of the tenant's household is sixty-two years old or older or disabled, and the notice of intent to withdraw the tenancy is given sometime following the 365th day of the term of the rental agreement governing the tenancy during which 365 day period the tenants and tenant household have continuously and lawfully occupied the dwelling unit, the landlord shall provide the tenant household notice of intent to withdraw the dwelling unit at least three hundred sixty days prior to the intended final date of occupancy of the tenancy, provided that the tenant gives written notice to the owner of their entitlement to an extension within 60 days of the date of delivery of the notice of intent to withdraw being provided to the city's Housing Manager. The notice of intent to withdraw must:~~

- ~~a. 1. Specify the intended use of the lot where the dwelling unit to be withdrawn is located;~~
- ~~b. 2. Include a description of the tenant's rights to regain possession of the dwelling unit and recover damages if the dwelling unit or another dwelling unit on the lot becomes available for residential rent in the six months immediately following the date when ten year period after the landlord regainedregains possession of the dwelling unit; and~~
- ~~c. 3. Include a description of the tenant's rights to relocation assistance in accordance with Section 6.60.080 of this chapter.~~

~~2. B. Provide to the city Housing Manager, within ten days of service of notice of intent to withdraw on the tenant pursuant to paragraph 1 of subsection A of this section, a copy of the notice of intent to withdraw and a notice that declares under penalty of perjury:~~

- ~~a. the number of dwelling units being withdrawn from the rental market;~~
- ~~b. the address or location of dwelling units to be withdrawn;~~
- ~~c. the name or names of the tenants residing in the dwelling units to be withdrawn;~~
- ~~d. the date on which the dwelling units will be withdrawn from the rental market; and~~
- ~~e. the rent applicable to each dwelling unit.~~

~~The name(s) of the tenants, the rent applicable to any residential dwelling unit, and the total number of dwelling units, is confidential information and 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 Divisions 3 of the California Civil Code) and this chapter. City, to the extent required by the preceding~~



sentence, shall be considered an “agency” as defined by subdivision (d) of Section 1798.3 of the Civil Code.

- ~~3. Within fourteen days of giving notice to the city Housing Manager in accordance with paragraph 2 of subsection A of this section, landlords shall record with the Sonoma County Recorder’s Office, notice of withdrawal of a dwelling unit subject to this chapter in a form which shall be provided by the city. The memorandum must be recorded against the lot where the withdrawn dwelling unit is located for at least ten years from the date of recordation. The landlord shall deliver to the city Housing Manager a conformed copy of the recorded memorandum within thirty days of recordation.~~
- ~~4. The date on which dwelling units subject to this chapter are deemed withdrawn from the rental market shall be the date 120 days from the date of notice to the city Housing Manager in accordance with paragraph 2 of subdivision A of this section. However if the tenant or lessee is at least 62 years of age or disabled, and has lived in their dwelling unit for at least year prior to the date of the delivery to the city of the notice of intent to withdraw, then the date of withdrawal of the accommodations of that tenant shall be extended to one year after the date of delivery of the notice of intent to withdraw to the city of Petaluma’s Housing Manager, provided that the tenant gives written notice of their entitlement to an extension to the owner within 60 days of the date of delivery of the notice of intent to withdraw being provided to the city of Petaluma’s Housing Manager.~~
- ~~5. Landlords must notify the city Housing Manager in writing using a form provided by the city for that purpose of their intent to offer any previously withdrawn dwelling unit for rent within the 10 years immediately following the dwelling unit being deemed withdrawn.~~
- ~~B. Landlords terminating a tenancy due pursuant to paragraph 2 of subsection D of Section 6.60.050 based on the intent of the owner or owner’s relative intent to occupy the dwelling unit in accordance with Section 6.60.050(D)(2) must first, in addition to giving notice as required by Section 6.60.060: provide~~
  - ~~1. Provide notice of the name, address, and relationship to the owner of the individual intending to occupy the dwelling unit.~~
  - ~~2. C. Provide to the city Housing Manager a declaration of the owner or owner’s relative under penalty of perjury of their intent to move into the dwelling unit within 90 days of termination of the tenancy subject to this chapter and to reside in the dwelling unit for at least the 365 days immediately following termination.~~
- ~~C. Landlords terminating a tenancy due to intent to demolish or substantially remodel the unit in accordance with pursuant to paragraph 3 of subsection D of Section 6.60.050(D)(3) due to substantial rehabilitation of the dwelling unit for health and safety must first, in addition to giving notice as required by Section 6.60.060: provide~~
  - ~~1. Provide the tenant household and the city Housing Manager a copy of any issued permits for the rehabilitation work and a description of:
    - ~~a. 1. The nature and scope of the rehabilitation work; and~~
    - ~~b. 2. Why the rehabilitation work requires the tenant to vacate the tenancy.~~~~
  - ~~2. If a landlord terminating a tenancy that qualifies for the protections of this chapter in accordance with Section 6.60.030 pursuant to paragraph 3 of subsection D. of Section 6.60.050 and the termination is due to substantial rehabilitation of the dwelling unit for health and safety, and the landlord owns or controls any other dwelling units in the city that are vacant at the time of notice of termination to the tenant that are subject to this chapter, the landlord must notify the tenant in writing of the address of the vacant dwelling unit and offer the tenant the right:
    - ~~a. To enter into a temporary rental agreement on any available dwelling unit owned or controlled by the landlord at a rent not greater than the lawful rent which may be charged for the dwelling unit or the lawful rent in effect at the time of the notice (whichever is less), for a term until the repairs are completed, at which time the tenant may reenter the tenancy that was terminated due to substantial rehabilitation subject to the same rental agreement terms that were in effect at the time of termination;~~
    - ~~or~~~~

- b. ~~To enter into a new rental agreement for an available dwelling unit at a rent no greater than the lawful rent which may be charged for the dwelling unit.~~
- D. Landlords terminating any tenancy for a no-fault ~~just cause in accordance with Section 6.60.050(pursuant to subsection D) of Section 6.60.050~~ must first, in addition to giving notice as required by Section 6.60.060, provide notice using a form provided by the city for that purpose of the tenant's right to relocation assistance ~~in accordance with Section pursuant to subsection 6.60.080.~~
- E. *E. Language of additional notice for no-fault termination.* Notices ~~required~~provided under this section shall be in English and Spanish. If the rental agreement governing a dwelling unit ~~subject to~~ which this chapter applies is a language other than English or Spanish, the landlord must also provide an accurate translation of the required notice ~~required pursuant to this section~~ in the language of the rental agreement.

### **Section 6.60.080, Relocation assistance for no-fault terminations.**

- A. Landlords terminating any tenancy for no-fault ~~just causes in accordance with~~ pursuant to subsection D of Section 6.60.050(D) must provide:
1. ~~Provide~~ relocation assistance in the form of a direct payment to the tenant equal to ~~the lesser of 250~~100% of one month of rent ~~or a credit in the same amount against rent or other payments otherwise lawfully due (or that may become due, such as the last month's rent payment) under the rental agreement in effect at the time of notice of termination of the tenancy or \$11,000.00, as adjusted annually for inflation beginning on the first anniversary.~~
  2. ~~In addition to the relocation assistance specified in paragraph 1 of the effective date this subsection, landlords must provide additional relocation assistance equal to 50% of one month of rent or a credit in the same amount against rent or other payments otherwise lawfully due under the rental agreement in effect at the time of notice of termination of the tenancy if:~~
    - a. ~~The tenant qualifies as low income as defined in this chapter, and continuing every year thereafter.;~~
    - b. ~~The tenant or a member of the tenant household has a disability;~~
    - c. ~~The tenant or a member of the tenant household is over the age of 62;~~
    - d. ~~The tenant household includes a child or below the age of 18; or~~
- A. ~~e. The tenancy commenced prior to January 1, 2010.~~
- B. Relocation assistance required pursuant to this chapter shall be paid ~~or credited to the tenant~~ within 14 calendar days of service of notice of termination.
- C. If a tenant fails to vacate a dwelling unit after the expiration of a notice to terminate the tenancy that has been lawfully given in accordance with this chapter, the landlord may recover the actual amount of any relocation assistance provided pursuant to this section as damages in an action to recover possession of the dwelling unit.
- D. The relocation assistance required by this section may not be credited against any other relocation assistance required by any other law and shall not operate or be construed to operate as a waiver of any rights a tenant may have under applicable law.
- E. Nothing in this chapter may be construed to prohibit a landlord and tenant from agreeing to relocation assistance in addition to the relocation assistance required pursuant to this section. Landlords and owners of dwelling units ~~subject to~~ which this chapter applies are prohibited from attempting to convince a tenant to waive the tenant's right to relocation assistance or to accept relocation assistance that is less than that required pursuant to this chapter, and any agreement purporting to waive the tenant's right to relocation assistance or provide relocation assistance that is less than that required pursuant to this chapter shall be void as against public policy.

### **Section 6.60.090, Re-rental of withdrawn dwelling units.**

- A. *Notice to City.* If a dwelling unit ~~subject to~~ which this chapter applies that was withdrawn from the rental market ~~in accordance with~~pursuant to Section 6.60.050(~~subsection D~~)(~~paragraph (1)~~) is offered again for rent

for residential purposes within ~~6 monthsten years~~ of the date the dwelling unit was deemed withdrawn pursuant to this chapter, the owner must first notify the city Housing Manager in writing of the owner's intention to again offer the withdrawn dwelling unit for rent or lease.

**B. *Right of Return and First Right of Refusal.***

1. Tenants ~~to whom that qualify for the protections of this chapter applies in accordance with Section 6.60.030~~ that are provided notice of termination of a tenancy for ~~a no-fault just~~ cause in accordance with Section 6.60.050(~~, subdivision D~~)(1) of this chapter may, within 30 days of date of the notice, provide the landlord written notice using the form provided by the city for that purpose of the tenant's desire to consider an offer to renew the tenancy. Tenants who provide the landlord such notice shall have the first right of refusal to return to the dwelling unit if the dwelling unit is returned to the rental market by the landlord or successor landlord within ~~6 monthsten years~~ of the time that the dwelling unit is deemed withdrawn pursuant to this chapter. ~~If dwelling unit is offered again for rent within five years of the date the dwelling unit was deemed withdrawn pursuant to this chapter, the rent offered to a tenant exercising the right of first refusal may not exceed the rent lawfully paid by the tenant at the time of notice of intent to withdraw the unit, subject to rent adjustments permitted by the Tenant Protections Act since issuance of the notice.~~
2. The offer to rent the withdrawn dwelling unit again shall be deposited by the owner in the United States mail, by registered or certified mail with postage prepaid, addressed to the former tenant at the address furnished to the landlord as provided in this ~~sectionsubsection~~, and shall describe the terms of the offer to renew the tenancy in accordance with the requirements of this section. The displaced tenant shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery or by deposit in the United States mail by registered or certified mail with postage prepaid. Tenants with a right of first refusal pursuant to this section may advise the landlord or their successor at any time a change of address to which an offer to renew a tenancy should be directed.

~~C. *Re-rental within two years of withdrawal. If a dwelling unit withdrawn pursuant to Section 6.60.050, subdivision D paragraph (1) of this chapter is offered again for rent for residential purposes within two years of the date the dwelling unit was deemed withdrawn from the rental market:*~~

- ~~1. The landlord of the dwelling unit shall be liable to the tenant who was displaced by the withdrawal for actual and exemplary damages. Any action by a tenant pursuant to this paragraph shall be brought within three years of the time the dwelling unit was deemed withdrawn pursuant to this chapter. Nothing in this section precludes a tenant from pursuing any alternative remedy available under the law.~~
- ~~2. The city may institute a civil proceeding against the landlord who has re-offered the dwelling unit for rent for exemplary damages for displacement of tenants. Any action pursuant to this paragraph shall be brought within three years of the time the dwelling unit was deemed withdrawn of pursuant to this chapter.~~

**6.60.100, Affirmative defense ~~to eviction~~; penalties and remedies.**

- A. *Affirmative defense.* A landlord's failure to comply with the requirements of this chapter shall be an affirmative defense to an unlawful detainer action by landlord. A tenant who prevails in a case for wrongful eviction due to the landlord's non-compliance with this chapter shall recover costs and reasonable attorney's fees.
- B. *Civil liability.* Whenever a landlord attempts to prevent a tenant from acquiring or exercising the tenant's rights under this chapter, or retaliates against a tenant or tenant household for the exercise of their rights under this chapter, or otherwise violates the requirements of this chapter, the tenant, tenant household, or the city may institute a civil proceeding for money damages or injunctive relief, or both. Landlords found to have violated this chapter shall be subject to appropriate injunctive relief and shall be liable for damages, costs and reasonable attorneys' fees, and whatever other relief the court deems appropriate.
- C. *City authorization to enforce this chapter.*
  1. The city shall have the right and authority, but not the duty, to enforce the requirements of this chapter by bringing actions for injunctive relief on behalf of the city or tenants or tenant households ~~to which that~~

~~qualify for the protections of~~ this chapter applies, and by seeking compliance by landlords with the requirements of this chapter ~~or~~ through administrative remedies or by citation.

2. The city in its sole discretion may choose to enforce the provisions of this chapter through administrative fines and any other remedies provided in chapters 1.10-1.16 of this code, ~~as amended from time to time~~. The city's decision to pursue or not pursue enforcement of any kind shall not affect the rights of tenants or tenant households ~~to whom that qualify for the protections of~~ this chapter applies to pursue civil remedies for violations of this chapter.
- D. *Civil action to determine liability*. Any tenant may bring a civil action to determine the applicability of this chapter to a tenancy.
- E. *Other private rights of action*. Nothing in this chapter shall be deemed to limit the right of a landlord to file an action against a tenant or non-tenant third party for ~~the~~ damage to the landlord's property, or to otherwise seek recovery from tenants or third parties as permitted by a lawful rental agreement or applicable provisions of law.
- F. *No Cause of Action against the City*. To the maximum extent permitted by law, nothing in this chapter may be construed to create a cause of action against the city, or a basis for seeking an award of attorney's fees against the city pursuant to the private attorney general's statute in ~~California~~ Code of Civil Procedure Section 1021.5 ~~as amended from time to time~~, or on any other basis arising from or related to an alleged violation of the requirements of this chapter, and/or based on or related to the city's prosecution or enforcement or alleged failure to prosecute or enforce any such alleged violation, and/or based on or related to the city's implementation or alleged failure to implement the requirements of this chapter.

#### **6.60.110 Retaliation prohibited.**

- A. No landlord or owner may threaten to bring, or bring, an action to recover possession, cause the tenant to quit a dwelling unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any services or increase the rent where the landlord's intent is to retaliate against the tenant for: the tenant's assertion or exercise of rights pursuant to this chapter or under applicable state or federal law; for the tenant's request or demand for, or participation in mediation or arbitration under any public or private mediation program; or for the tenant's participation in litigation. Any such retaliation shall be a defense to an action to recover possession of the dwelling unit, or a basis for an affirmative action by the tenant for actual and punitive damages and/or injunctive relief.
- B. In an action against the tenant, evidence of the assertion or exercise by the tenant of rights pursuant to this chapter or under applicable state or federal law within 180 days prior to the alleged act of retaliation shall create a rebuttable presumption that the landlord's action is retaliatory. A tenant may assert landlord retaliation in violation of this chapter affirmatively or as a defense to the landlord's action without the presumption regardless of the period of time that has elapsed between the tenant's assertion or exercise of rights pursuant to this chapter and the alleged act of retaliation.-

#### **Section 6.60.120 Administrative Regulations and Forms.**

##### **6.60.120. Disclosure of Rights to Tenants Before and After Sale of Rental Units.**

- ~~A. *Disclosure to Tenants by Seller of the Property*. Before lots containing rental units subject to the protections of this chapter in accordance with Section 6.60.030 of this chapter may be sold, the landlord/seller must disclose to tenants of the property their rights of tenants during and after the sale of the property pursuant to this chapter using the form provided by the city for that purpose.~~
- ~~B. *Disclosure to Tenants by Purchaser of the Property*. Within 30 days of acquiring title to rental units subject to the protections of this chapter in accordance with Section 6.60.030 the new purchaser/owner shall disclose to tenants on the property the rights of tenants following this sale of the property pursuant to this chapter using the form provided by the city for that purpose.~~

**~~6.60.130 Administrative Regulations and Forms.~~**

The City Manager is authorized to promulgate guidelines and regulations to implement this chapter, including by publication of form notices and other documents. Any and all forms, notices and other documents necessary or helpful in the administration of this chapter may be adopted by the City Manager in consultation with the city attorney.

**~~6.60.140 Fees for No Fault Terminations.~~**

~~The City Manager may provide for the establishment of fees to recover costs of administering this chapter to be paid by landlords who terminate tenancies for no fault pursuant to subsection (D)(1) of Section 6.60.050. Such fees shall be paid prior to service of the notice prescribed in Section 6.60.060 of this chapter.~~

~~**Section 3. Severability.** If any section, subsection, sentence, clause, phrase or word of this ordinance is for any reason held to be unconstitutional, unlawful or otherwise invalid by a court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this ordinance. The City Council of the City of Petaluma hereby declares that it would have passed and adopted this ordinance and each and all provisions thereof irrespective of the fact that any one or more of said provisions be declared unconstitutional, unlawful, or otherwise invalid.~~

~~**Section 4. Effective Date and Sunset.** This ordinance shall become effective thirty (30) days after the date of its adoption by the Petaluma City Council and it shall expire and cease to be in effect on March 1, 2023.~~

~~**Section 5. Posting/Publishing of Notice.** The City Clerk is hereby directed to publish or post this ordinance or a synopsis for the period and in a manner provided by the City Charter and other applicable law.~~

~~**INTRODUCED** and ordered published and posted this 1<sup>st</sup> day of August 2022.~~

Ayes: \_\_\_\_\_ Barrett, Barnacle, Fischer, Pocekay

Noes: \_\_\_\_\_ Healy, King

Abstain: \_\_\_\_\_ McDonnell

Absent: \_\_\_\_\_ None

~~**ADOPTED** this 12<sup>th</sup> day of September 2022 by the following vote:~~

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Abstain: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Teresa Barrett, Mayor

ATTEST: \_\_\_\_\_ APPROVED AS TO FORM:

\_\_\_\_\_  
Kendall Rose, CMC, City Clerk

\_\_\_\_\_  
Eric Danly, City Attorney



