

CITY OF SANTA BARBARA

ORDINANCE COMMITTEE MEETING

MEETING AGENDA

DATE: December 5, 2023
 TIME: 12:00 p.m.
 PLACE: Council Chambers

Oscar Gutierrez, Chair
 Mike Jordan
 Kristen W. Sneddon

Office of the City
 Administrator

Office of the City
 Attorney

Nicole Grisanti
 Supervisor, City Administrator's Office

Sarah J. Knecht
 City Attorney

IN-PERSON PUBLIC COMMENT: Any person wishing to address the Ordinance Committee should first complete and deliver a "Request to Speak" form prior to the time that public comment is taken up by the Committee Member. Each speaker will be given a total of 3 minutes to address the Committee. The Ordinance Committee, upon majority vote, may decline to hear a speaker on the grounds that the subject matter is beyond their jurisdiction.

WRITTEN PUBLIC COMMENT: Public comments may also be submitted via email to ngrisanti@santabarbaraca.gov prior to the beginning of the Ordinance Committee Meeting. All public comments submitted via email will be provided to the Ordinance Committee and will become part of the public record.

REPORTS: Copies of the reports relating to agenda items are available for review at <http://www.SantaBarbaraCA.gov/CAP>. In accordance with state law requirements, this agenda generally contains only a brief general description of each item of business to be transacted or discussed at the meeting. Should you wish more detailed information regarding any particular agenda item, you are encouraged to obtain a copy of the Council Agenda Report (a "CAR") online at the City's website (<http://www.SantaBarbaraCA.gov/CAP>). Materials related to an item on this agenda submitted to the City Council after distribution of the agenda packet are posted to the City's website as soon as reasonably feasible.

AMERICANS WITH DISABILITIES ACT: If you need auxiliary aids or services or staff assistance to attend or participate in this meeting, please contact the City Administrator's Office at 564-5305 or by email at ngrisanti@santabarbaraca.gov if possible, notification at least 48 hours prior to the meeting will usually enable the City to make reasonable arrangements. For those who need accessibility accommodation in using the "raise hand" function and/or registering to participate in the Zoom session, please contact the Clerk's office by 5:00 p.m. the day before the meeting for assistance. Additionally, a speaker may email ngrisanti@santabarbaraca.gov by 5:00 p.m. the day before a meeting, stating which item they wish to speak on. Specialized services, such as sign language interpretation or documents in Braille, may require additional lead time to arrange.

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CITY OF SANTA BARBARA

ORDINANCE COMMITTEE AGENDA REPORT

AGENDA DATE: December 5, 2023

TO: Ordinance Committee

FROM: City Attorney's Office

SUBJECT: Tenant Protection Ordinance

RECOMMENDATION:

That Ordinance Committee consider and forward to City Council, for introduction and subsequent adoption, an Ordinance of the Council of the City of Santa Barbara amending the Santa Barbara Municipal Code by amending Sections 26.50.010, 26.50.040, 26.50.060, and 26.50.070 relating to Just Cause Eviction; by adding Section 26.50.055 to provide a Tenant Right of First Refusal to Re-rent following a No-Fault Just Cause Eviction; by adding Section 26.50.075 relating to Occupancy following a Substantial Remodel, and by adding Chapter 26.60 relating to Protection of Tenants from Harassment.

BACKGROUND:

The Tenant Protection Act of 2019 (Stats. 2019, ch. 597; AB 1482) established statewide just cause eviction and relocation assistance protections for residential tenants, but also authorized cities to enact more protective local regulations which supersede State law. On December 8, 2020, the City Council adopted Ordinance No. 5979 to establish local regulations that were more protective than the provisions of Civil Code Section 1946.2 as it existed at that time. On March 21, 2023, the City Council adopted Ordinance No. 6107 as an urgency measure further amending Municipal Code Chapter 26.50 to strengthen tenant protections regarding no-fault just cause eviction.

Shortly thereafter, the County Board of Supervisors adopted similar tenant protection measures applicable to unincorporated areas, and on July 11, 2023, the Board of Supervisors adopted an ordinance to provide tenants a right of first refusal to re-rent a unit following a no-fault just cause eviction.

During the current legislative session, the Legislature adopted Senate Bill 567 further amending Civil Code Section 1946.2 to provide additional tenant protections. The bill was signed by the Governor and is chaptered as 2023 Statutes, Chapter 290. The proposed

ITEMS FOR CONSIDERATION

SUBJECT: Tenant Protection Ordinance

RECOMMEDATION: That Ordinance Committee consider and forward to City Council, for introduction and subsequent adoption, an Ordinance of the Council of the City of Santa Barbara amending the Santa Barbara Municipal Code by amending Sections 26.50.010, 26.50.040, 26.50.060, and 26.50.070 relating to Just Cause Eviction; by adding Section 26.50.055 to provide a Tenant Right of First Refusal to Re-rent following a No-Fault Just Cause Eviction; by adding Section 26.50.075 relating to Occupancy following a Substantial Remodel, and by adding Chapter 26.60 relating to Protection of Tenants from Harassment.

ordinance will continue to provide greater protections than under Civil Code Section 1946.2 by providing higher relocation assistance amounts than State law, making permanent the temporary protections provided under Civil Code Section 1946.2, which were scheduled to sunset in 2030, and having an earlier effective date than some of the provisions adopted by Senate Bill 567. Further, the proposed ordinance adds a new Municipal Code chapter designed to prevent tenant harassment, which is modeled after similar ordinances of other California cities including Oakland and Los Angeles.

On October 27, 2023 a copy of the draft ordinance was distributed for review and comment to interested persons, including tenant and rental owner organizations and representatives.

DISCUSSION:

This report is organized by subject matter. The ordinance sections and page numbers that correspond to the subject matter are noted in parenthesis following each subject heading.

Right of First Refusal to Re-rent following a No-fault Just Cause Eviction (Section 6, page 12)

The new right of first refusal to re-rent is modeled after the recently adopted County ordinance. It is contained in Section 6 of the proposed ordinance, which adds Section 26.50.055 to the Municipal Code to do the following:

- Require an owner to give written notice to tenants of the right of first refusal at the same time the tenant is given notice of the termination of tenancy and notice of right to relocation benefits.
- Give tenants who are evicted for no-fault just cause a right of first refusal to re-rent the unit or a comparable unit for a period of two years.
- Require tenants who wish to take advantage of the right of first refusal to keep the owner apprised of the tenants' contact information.
- Require owners to make the offer to re-rent in the form of a written lease that complies with the City's existing requirements under Chapter 26.40.
- Require owners to establish the rental price in accordance with Civil Code § 1954.53, when applicable.
- Limit the rent for a re-rental following a no-fault eviction based on substantial remodel to an increase of 10% or 5% plus CPI, whichever is lower, of the rent at the time of the no-fault eviction.

The right to re-rent is additional to rights to re-rent under Civil Code Section 1946.2 (b)(2)(A)(vi) [right to re-rent if an intended family member fails to occupy a unit as their primary residence for at least 12 months] and 1946.2 (b)(2)(D)(iv) [right to re-rent if substantial remodel is not commenced or completed].

Tenant Protection from Harassment (Section 8, Pages 13 - 17)

Section 8 of the proposed ordinance will add a new Municipal Code Chapter 26.60 to protect tenants from willful harassment by owners and owners' agents, contactors, subcontractors, or employees. Examples of activities that could constitute prohibited harassment include:

- Reducing or eliminating housing services required by a lease, contract, or law, including the elimination of parking if provided in the tenant's lease or contract, or access to common areas or amenities.
- Failing to perform and timely complete legally required repairs and maintenance.
- Failing to exercise due diligence in completing repairs and maintenance once undertaken or failing to follow appropriate industry standards designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts.
- Abusing the owner's right of access into a rental housing unit as established and limited by California Civil Code Section 1954, including entering or photographing portions of a rental unit that are beyond the scope of lawful entry or inspection.
- Threatening a tenant, by work or gesture, with physical harm.
- Misrepresenting to a tenant that the tenant is required to vacate a rental unit or enticing a tenant to vacate a rental unit through intentional misrepresentation or the concealment or omission of a material fact.
- Repeatedly offering unwanted payments or other inducements to a tenant to vacate.
- Threatening to report a tenant or other persons to any local, state, or federal agency on the basis of their perceived or actual immigration status.
- Inquiring as to the immigration or citizenship status of a tenant, prospective tenant additional tenant, occupant, or prospective additional occupant of a rental unit.
- Refusing to acknowledge or accept receipt of lawful rent payments.
- Engaging in activity prohibited by federal, state, or local housing anti-discrimination laws.
- Retaliating, threatening, or interfering with tenant organizing activities, including forming or participating in tenant associations and unions.
- Retaliating, threatening, or interfering with a tenant's right to appear at Council meetings or file complaints with the City.
- Interfering with a tenant's right to privacy, including video or audio recording that captures the interior of a tenant's bedroom, bathroom, changing room, fitting room, dressing room, or the interior of any other area in which the occupant has a reasonable expectation of privacy.

The items are stated in full in proposed Section 26.60.010.

Enforcement of the anti-harassment protections would be by civil proceedings brought by an aggrieved tenant. Remedies include:

- Actual damages.
- In the court's discretion, reasonable attorney's fees and costs.
- Upon a showing that the owner has acted with oppression, fraud, or malice, up to three times the actual damages.
- An award may also be entered for punitive damages for the benefit of the tenant against the owner. Civil penalties up to \$10,000 per violation, tenant relocation, and other appropriate relief.
- Injunctive relief and any other remedy provided by law.

Updates to Existing Just Cause Provisions (Sections 2 – 5, 7, Pages 2 – 13)

Currently, Municipal Code Section 26.50.010 precludes owners of rental units from terminating a tenancy except for just cause. Just cause is either at-fault just cause or no-fault just cause as defined in Municipal Code Section 26.50.070. Section 2 of the proposed ordinance will incorporate the definitions of at-fault just cause and no-fault just cause as adopted by Senate Bill 567. The amendment also declares existing law through an express statement that a termination of tenancy subject to the just cause requirement includes any attempt by an owner to recover a rental unit, including through expiration of a lease or failing or choosing not to renew a lease.

Ordinance Section 3 amends Municipal Code Section 26.50.040 to add a requirement for notification of a tenant's right of first refusal to re-rent in connection with a no-fault just cause termination of a tenancy. It also adds a requirement to provide all notices required under Civil Code Section 1946.2 as amended by Senate Bill 567.

Existing remedies for violations of the just cause requirements include defense to an unlawful detainer action, civil damages, and administrative or criminal enforcement. Section 4 of the proposed ordinance amends Municipal Code Section 26.50.060 to add civil damage awards mirroring those under amendments made by Senate Bill 567, including the potential for a court to award for up to three times actual damages in civil cases where the owner's conduct is willful or done with fraud, malice, or oppression.

Just cause for termination of a tenancy is defined in Municipal Code Section 26.50.070. Several amendments to the definitions of no-fault just cause are proposed in Section 5 of the draft ordinance starting at page 9. First, Subsection B. 2. a. amends requirements for no-fault just cause based upon recovery of a rental unit for the purpose of occupancy by the owner or a member of the owner's family. The amendment will require the intended occupant of the unit to move into the rental unit within 90 days after the tenant vacates and to live at the unit for at least 12 consecutive months, otherwise, the tenant will have the right to re-rent the unit on the same terms as when the tenancy was terminated along with reimbursement of moving expenses. An exception exists where the intended occupant moves into the rental unit within 90 days but dies before having occupied the unit for 12 months. Second, Subsection B. 2. d. relating to demolition or substantial remodel of unit is amended to add a requirement for an opinion from an independent

construction expert that the work cannot be reasonably accomplished in a safe manner with the tenant in place and that the work requires the tenant to vacate the unit for at least 30 consecutive days. That subsection is also amended to delete the requirement for early tenant alter notices because the notices were causing confusion and not serving their intended purpose. Further, with respect to the definition of substantial remodel, Subsection G of Section 26.50.070 will be amended to make it clear that any days where a tenant could continue living in a rental unit without violating health, safety, and habitability laws cannot be counted when determining if the work requires a tenant to vacate for at least 30 days.

Finally, Section 7 of the draft ordinance adds Municipal Code Section 26.50.075 to preclude an owner from re-renting a unit that has been substantially remodeled until all the permitted work has been inspected and certified as complete by the Building & Safety Division.

ENVIRONMENTAL REVIEW:

This Ordinance is not subject to environmental review pursuant to the State CEQA Sections 15060(c)(3) pertaining to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and 15061 (b)(3), the common sense exception, because this Ordinance has no potential for resulting in physical change to the environment directly or indirectly in that it merely regulates existing physical development.

ATTACHMENT: Proposed Ordinance

PREPARED BY: Daniel S. Hentschke, Assistant City Attorney

SUBMITTED BY: Sarah J. Knecht, City Attorney

APPROVED BY: City Administrator's Office

ORDINANCE COMMITTEE
STAFF DRAFT SHOWING CHANGES
FROM CURRENT CODE 12/05/23

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA AMENDING THE SANTA BARBARA MUNICIPAL CODE BY AMENDING SECTIONS 26.50.010, 26.50.040, 26.50.060, AND 26.50.070 RELATING TO JUST CAUSE EVICTION; BY ADDING SECTION 26.50.055 TO PROVIDE A TENANT RIGHT OF FIRST REFUSAL TO RE-RENT FOLLOWING A NO-FAULT JUST CAUSE EVICTION; BY ADDING SECTION 26.50.075 RELATING TO OCCUPANCY FOLLOWING A SUBSTANTIAL REMODEL, AND BY ADDING CHAPTER 26.60 RELATING TO PROTECTION OF TENANTS FROM HARASSMENT

THE CITY COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

SECTION 1. Findings and Determinations. The City Council finds and determines as follows:

- A. Safe, decent, and sanitary housing is a human necessity and right.
- B. The City Council reaffirms its General Plan Housing Element goal, first stated in 2005, of “ensuring affordable housing opportunities for all economic levels in the community, while protecting the character of established neighborhoods.” (2015 Housing Element, p.57.) The City Council also recognizes that providing a wide range of housing options is important to maintain an economically viable and socially diverse population, and to retain and house the City’s local workforce. The City’s General Plan Housing Element identifies renter-occupied housing units as comprising nearly 60% of the housing available in the City. (2015 Housing Element, p.26.) The Housing Element also documents that given local housing costs, nearly 44% of all households and almost 50% of renters are overpaying for housing. (2015 Housing Element, p.50.) Both the total percentage of City renters and the percentage of renters overpaying for housing are

higher than statewide averages. Therefore, the City Council desires to establish reasonable protections for City residents living in rental housing that recognize the important role that rental housing plays in the provision of affordable housing.

C. The Tenant Protection Act of 2019 (Stats. 2019, ch. 597; AB 1482) established statewide just cause eviction and relocation assistance protections for residential tenants, but also authorized cities to enact more protective local regulations which supersede state law. In 2020, the City Council adopted Ordinance No. 5979 to establish local regulations that were more protective than the provisions of Civil Code Section 1946.2 as it existed at that time. The Legislature has amended Civil Code Section 1946.2 to provide additional tenant protections by the adoption of SB 567 in 2023 (Stats. 2023, ch. 290.) The amendments to Chapter 26.50 made by this ordinance provide greater protections than under Civil Code Section 1946.2. The City Council makes this binding finding because this Ordinance provides higher relocation assistance amounts than state law. In addition, this Ordinance provides additional tenant protections by making permanent the temporary protections provided under Civil Code Section 1946.2, which would otherwise sunset in 2030.

SECTION 2. Section 26.50.010 of Chapter 26.50 of Title 26 of the Santa Barbara Municipal Code is amended to read as follows:

26.50.010 Just Cause for Residential Evictions.

A. The owner of a rental unit shall not terminate the tenancy of a qualified tenant without just cause stated in full in the termination notice.

B. Just cause includes at-fault just cause or no-fault just cause as defined in Section 26.50.070.

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C. Just cause also includes at-fault just cause as defined in Civil Code Section 1946.2 (b)(1) and no-fault just cause as defined in Civil Code Section 1946.2(b)(2) as adopted by Section 2 of Chapter 290 of 2023 California Statutes.

D. If there is a conflict in a definition of just cause under Subsection B and Subsection C the definition under Subsection C will be applied unless the definition under Subsection B is more protective of tenant rights.

E. Termination of tenancy includes any attempt by an owner to recover possession of a rental unit, including any attempt to recover possession of the rental property for expiration of a lease, or choosing not or failing to offer a renewal of a lease. This Subsection is declarative of existing law.

SECTION 3. Section 26.50.040 of Chapter 26.50 of Title 26 of the Santa Barbara Municipal Code is amended to read as follows:

26.50.040 Just Cause Eviction Notice Requirements.

A. The written notice to terminate tenancy shall state in full the facts and circumstances constituting the at-fault just cause or no-fault just cause for termination.

B. A written notice to terminate tenancy based upon no-fault just cause shall be accompanied by a supplemental notice informing each qualified tenant of their right to and the amount of a relocation assistance payment required by this Chapter.

C. Before the owner of a rental unit issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to each qualified tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the

time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

D. A written notice to terminate tenancy based upon a no-fault just cause eviction shall be accompanied by a supplemental notice informing each qualified tenant of the right of first refusal under Section 26.50.055. The notice shall advise the tenant of the owner's contact information and of the tenant's obligation to provide the tenant's contact information to owner.

E. In addition to the requirements of this Section, a written notice of termination must contain all of the information required by Civil Code Section 1946.2 as adopted by Section 2 of Chapter 290 of 2023 California Statutes.

SECTION 4. Section 26.50.060 of Chapter 26.50 of Title 26 of the Santa Barbara Municipal Code is amended to read as follows :

26.50.060 Remedies.

A. Failure to provide each of the notices required by this chapter shall be a defense to any unlawful detainer action.

B. Failure to include all required information in the notices required by this chapter shall be a defense to any unlawful detainer action.

C. Failure to make a relocation assistance payment in a timely manner shall be a defense to any unlawful detainer action.

D. Any violation of this chapter shall entitle the aggrieved tenant to actual damages according to proof and costs and attorney's fees.

E. The City Attorney is authorized to enforce this chapter through administrative, civil, or criminal action. The City Attorney is further authorized to bring

actions for injunctive relief on behalf of the City. The City Attorney shall seek recovery of costs, expenses, and attorney's fees as allowed by law.

F. An owner who attempts to terminate a tenancy in material violation of this Chapter shall be liable to the tenant in a civil action for all the following:

1. Actual damages.

2. In the court's discretion, reasonable attorney's fees and costs.

3. Upon a showing that the owner has acted willfully or with oppression,

fraud, or malice, up to three times the actual damages. An award may also be entered for punitive damages for the benefit of the tenant against the owner.

SECTION 5. Section 26.50.070 of Chapter 26.50 of Title 26 of the Santa Barbara Municipal Code is amended to read as follows:

26.50.070 Definitions.

A. EARLY TENANT ALERT NOTICE. An additional written notice of no-fault just cause termination of a tenancy provided at least 60 days before the notice of termination required by Section 26.50.040 A.

B. JUST CAUSE. At-fault just cause and no-fault just cause, as follows:

1. At-fault just cause, which is any of the following:

a. Default in the payment of rent.

b. A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.

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c. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

d. Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

e. The tenant had a written lease that terminated on or after the effective date of this chapter, and after a written offer from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of the same duration and with similar other terms, provided that those terms do not violate this chapter or any other provision of law.

f. Criminal activity by the tenant on the rental unit, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the rental unit, that is directed at any owner or agent of the owner of the rental unit; provided that criminal activity or criminal threat directed at a tenant who is a victim of domestic violence shall not be the basis for at-fault or no-fault just cause eviction of the tenant who is a victim of domestic violence.

g. Assigning 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.

h. The tenant's refusal to allow the owner to enter the rental unit as authorized by Sections 1101.5 and 1954 of the Civil Code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.

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i. Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

j. The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

k. When the tenant fails to deliver possession of the rental unit 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.

2. No-fault just cause is any of the following:

a. The owner seeks in good faith to recover possession of the rental unit for use and occupancy by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents if a provision of the lease allows the owner to terminate the lease when the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the rental unit- for a minimum of 12 continuous months as that person's primary residence. This Subsection does not apply if the intended occupant occupies a rental unit on the property or if a vacancy of a similar unit already exists at the property. The written notice terminating a tenancy for a just cause pursuant to this subparagraph shall contain the name or names and relationship to the owner of the intended occupant. The written notice shall

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additionally include notification that the tenant may request proof that the intended occupant is an owner or related to the owner. The proof shall be provided upon request and may include an operating agreement and other non-public documents. This subsection applies only if the intended occupant moves into the rental unit within 90 days after the tenant vacates and occupies the residential unit as a primary residence for at least 12 consecutive months. If the intended occupant fails to occupy the rental unit within 90 days after the tenant vacates or fails to occupy the rental unit as their primary residence for at least 12 consecutive months, the owner shall offer the unit to the tenant who vacated it at the same rent and lease terms in effect at the time the tenant vacated and shall reimburse the tenant for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the tenant in connection with the written notice. However, if the intended occupant moves into the rental unit within 90 days after the tenant vacates but dies before having occupied the rental unit as a primary residence for 12 months, this will not be considered a failure to comply with this section or a material violation of this section by the owner.

b. The owner seeks in good faith to recover possession to permanently withdraw the rental unit from the rental market.

c. The owner seeks in good faith to comply with any of the following:

i. An order issued by a government agency or court relating to habitability that necessitates vacating the rental unit.

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ii. An order issued by a government agency or court to vacate the rental unit.

iii. A local ordinance that expressly requires vacating the rental unit.

d. The owner seeks in good faith to recover possession to totally demolish or to substantially remodel the rental unit, provided the owner has done all of the following:

~~i. Given the tenants an early tenant alert notice advising the tenants of the owner's intent to terminate the lease in reliance on this subsection.~~

iii. Obtained all permits necessary to carry out the demolition or substantial remodel from the applicable governmental agencies.

ii. For a proposed substantial remodel, obtained a written opinion supported by a detailed explanation and signed under penalty of perjury from an independent construction expert, who holds a current and valid California Contractors State License Board license with classifications in A, B, or B-2, as applicable to the proposed work, stating that the work cannot be reasonably accomplished in a safe manner with the tenant in place and that the proposed work requires the tenant to vacate the rental unit for at least consecutive 30 days. The person preparing the report may not be the owner, the licensed contractor retained to perform the work, or otherwise be financially interested in the work other than payment for preparation of the report. The

report must be filed concurrently with the building permit application for the proposed work.

iii. Served the tenants with a copy of the permits along with a written notice stating the reason for the termination, the type and scope of work to be performed, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work requires the tenant to vacate the residential real property for at least 30 consecutive days. The copy and notice shall be contained in or served concurrently with the notice of termination required by Section 26.50.040.

iv. Filed with the Community Development Department a copy of the written opinion signed under penalty of perjury from the construction expert and the documents served on the tenant under subsection 2.d.iii.

C. OWNER. An owner as defined in Civil Code Section 1954.51. For purposes of Subsection B. 2. a. of this Section, owner also has the meaning defined in Civil Code Section 1946.2 (a)(2)(viii)(II).

D. QUALIFIED TENANT. A tenant who has continuously and lawfully occupied a rental unit for 12 months.

E. RENT. The total consideration charged or received by an owner in exchange for the use or occupancy of a rental unit.

F. RENTAL UNIT. Any unit in any real property, regardless of zoning status, including the land appurtenant thereto, that is rented or available for rent for residential use or occupancy (regardless of whether the unit is also used for other purposes),

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together with all housing services connected with use or occupancy of such property, such as common areas and recreational facilities held out for use by the tenant.

G. SUBSTANTIALLY REMODEL. The replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable Federal, State, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the rental unit for at least 30 consecutive days. Substantial remodeling does not include cosmetic improvements, including painting and decorating, minor repairs, routine maintenance, or other work that can be performed safely without having the rental unit vacated. For purposes of this Subsection, a tenant is not required to vacate a rental unit on any days where a tenant could continue living in the rental unit without violating health, safety, and habitability codes and laws.

H. TENANT. Any renter, tenant, subtenant, lessee, or sublessee, or person entitled by written or oral agreement to occupy a rental unit, or any successor of any of the foregoing.

SECTION 6. Chapter 26.50 of Title 26 of the Santa Barbara Municipal Code is amended by adding Section 26.50.055 to read as follows:

26.50.055 Right to Re-rent Following No-Fault Just Cause Eviction.

A. The provisions of this Section are additional to the rights to re-rent provided to tenants under subsections (b)(2)(A)(vi) and (b)(2)(D)(iv) of Civil Code Section 1946.2 as adopted by Section 2 of Chapter 290 of 2023 California Statutes.

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B. A qualified tenant subject to a no-fault just cause termination of tenancy shall have a right of first refusal to re-rent the rental unit or a comparable new rental unit at the same property for a period of two years following the termination of tenancy, provided that the tenant has kept the owner notified of the tenant's contact information according to the notice provided under Section 26.50.040 C.

C. An owner seeking to rent a unit to which a person has a right of first refusal to re-rent under subsection B. shall:

1. Have given the supplemental notice required by Section 26.50.040

D.

2. Offer each qualified tenant having a right of first refusal with respect to a unit a rental agreement in compliance with Section 26.40.010 of this Code. The offer shall be in the form of a written lease and shall remain open for acceptance for a period of not less than 30 days.

3. For a re-rental following a no-fault just cause termination of tenancy on grounds of a substantial remodel of the unit, establish the rental price for the unit at no more than gross rental rate charged for the unit at the time of the notice of termination of tenancy plus 5 percent plus the change in the cost of living, or 10 percent, whichever is lower, of the gross rental rate charged for the unit at the time of the notice of termination of tenancy.

4. For a tenancy not subject to paragraph 3, establish the rental price in accordance with Civil Code § 1954.53 when applicable.

SECTION 7. Chapter 26.50 of Title 26 of the Santa Barbara Municipal Code is amended by adding Section 26.50.075 to read as follows:

26.50.075 Completion of Substantial Remodel Work.

An owner who has recovered possession of a rental unit for purposes of substantial remodel must not re-rent the unit until all permitted work has been completed and the Chief Building Official or his or her authorized representative has inspected the work and confirmed in writing that the permitted work has been completed.

SECTION 8. Title 26 of the Santa Barbara Municipal Code is amended by adding Chapter 26.60 to read as follows:

Chapter 26.60 Protection of Tenants

26.60.010 Tenant protections

26.60.020 Civil Enforcement

26.60.010 Tenant Protections.

A. It is a violation of this Section for an owner or the owner's agent, contractor, subcontractor, or employee, to willfully engage in a course of conduct that adversely affects a tenant's use or enjoyment of a rental unit, housing opportunity, or housing-related services or facilities, that serves no lawful purpose, and includes but is not limited to the following:

1. Reducing or eliminating housing services required by a lease, contract, or law, including the elimination of parking if provided in the tenant's lease or contract, or access to common areas or amenities, except as necessary to comply with court order or local or state law, or to lawfully create an accessory dwelling unit or additional housing.

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2. Failing to perform and timely complete necessary repairs and maintenance required by local or state law.

3. Failing to exercise due diligence in completing repairs and maintenance once undertaken or failing to follow appropriate industry repair, containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts.

4. Abusing the owner's right of access into a rental housing unit as established and limited by California Civil Code Section 1954, including entering or photographing portions of a rental unit that are beyond the scope of lawful entry or inspection.

5. Threatening a tenant, by work or gesture, with physical harm.

6. Misrepresenting to a tenant that the tenant is required to vacate a rental unit or enticing a tenant to vacate a rental unit through intentional misrepresentation or the concealment or omission of a material fact. This includes misrepresenting a tenant's rights under Chapters 26.40 and 26.50 of this Code.

7. Offering payments or other inducements to a tenant to vacate more than once in any six months, after the tenant has notified the owner in writing that the Tenant does not desire to receive further offers of payments or other inducements to vacate

8. Threatening to report a tenant or other person known to the owner to be associated with a tenant to any local, state, or federal agency on the basis of their

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perceived or actual immigration status. The prohibition shall not be construed as preventing communication with such agencies regarding an alleged immigration violation.

9. Inquiring as to the immigration or citizenship status of a tenant, prospective tenant additional tenant, occupant, or prospective additional occupant of a rental unit, or requiring any of these people to make any statement, representation, or certification concerning their immigration or citizenship status.

10. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in a lease agreement or as established by the usual practices of the parties or applicable law.

11. Engaging in activity prohibited by federal, state, or local housing anti-discrimination laws.

12. Retaliating, threatening, or interfering with tenant organizing activities, including forming or participating in tenant associations and unions.

13. Retaliating, threatening, or interfering with a tenant's right to petition the government for redress of grievances.

14. Interfering with a tenant's right to privacy. This includes, but is not limited to: video or audio recording that captures the interior of a tenant's bedroom, bathroom, changing room, fitting room, dressing room, or the interior of any other area in which the occupant has a reasonable expectation of privacy with the intent to invade the privacy of a person or persons inside, entering or photographing portions of a Rental Unit that are beyond the scope of a lawful entry or inspection, unreasonable inquiry into a

Tenant's relationship status or criminal history, and unreasonable restrictions on or inquiry into overnight guests.

B. An owner or an owner's agent, contractor, subcontractor, or employee, in the course of the leasing or offering to lease a rental unit, is prohibited from requesting information that violates a Tenant's right to privacy, including but not limited to residence or citizenship status or social security number, except as required by law or, in the case of a social security number, for the purpose of obtaining information for the qualifications for a tenancy, or not release such information except as required or authorized by law. This includes a refusal to accept equivalent alternatives to information or documentation that does not concern immigration or citizenship status, e.g., an Individual Taxpayer Identification Number (ITIN).

C. An owner or an owner's agent, contractor, subcontractor, or employee is prohibited from retaliating against a tenant because of the tenant's exercise of rights under this Section or Chapter 26.40 or 26.50 of this Code.

D. Nothing in this Section shall be construed as to prevent an owner or an owner's agent, contractor, subcontractor, or employee from lawfully exercising the owner's rights under Chapter 26.40 or 26.50 of this Code.

E. As used in this Chapter, owner has the same meaning as defined in Section 26.50.070 and includes landlord as defined in Section 26.40.030 of this Code.

26.60.020 Civil Enforcement.

A. An aggrieved tenant under this Chapter may institute civil proceedings as provided by law against an owner or an owner's agent, contractor, subcontractor, or

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employee alleged to have violated the provisions of this Chapter, regardless whether the rental unit remains occupied or has been vacated due to the alleged violation.

B. A tenant prevailing in court may be awarded:

1. Actual damages.

2. In the court's discretion, reasonable attorney's fees and costs.

3. Upon a showing that the owner has acted with oppression, fraud, or malice,

up to three times the actual damages. An award may also be entered for punitive damages for the benefit of the tenant against the owner.

C. The court may impose civil penalties up to \$10,000 per violation, tenant relocation, and other appropriate relief.

D. Injunctive relief and any other remedy provided by law.

SECTION 9. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter or any part hereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Chapter or any part hereof. The City Council declares that it would have passed each section, subsection, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional.

SECTION 10. The City Council finds that, on the basis of the whole record and exercising its independent judgment, this Ordinance is not subject to environmental review pursuant to the State Guidelines for Implementation of the California Environmental Quality Act Sections 15060(c)(3) pertaining to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and 15061 (b)(3) because this Ordinance has no potential for resulting in physical change to the environment directly or indirectly in that it merely regulates existing physical development.