THE FOLLOWING IS A SUMMARY OF SANTA BARBARA MUNICIPAL CODE CHAPTER 26.50 “JUST CAUSE FOR RESIDENTIAL EVICTION” AND IS PROVIDED FOR GENERAL GUIDANCE AND INFORMATION ONLY. IT IS NOT LEGAL ADVICE AND MAY NOT BE RELIED UPON AS SUCH. PLEASE REFER TO THE SANTA BARBARA MUNICIPAL CODE (SBMC) OR SEEK INDEPENDENT LEGAL COUNSEL IF UNDERTAKING AN EVICTION OR IF BEING EVICTED.

Frequently Asked Questions

What is the Just Cause Eviction Ordinance?

SBMC Chapter 26.50, also known as the Just Cause Eviction Ordinance, provides protections to tenants in the City of Santa Barbara by prohibiting evictions unless the landlord can demonstrate a “just cause” for terminating the tenancy. Unless exempt, (see below) the ordinance applies to most residential rental units in the City and outlines specific reasons for which a landlord may legally evict a tenant. These include both “at-fault” and “no-fault” causes.

Who are Qualified Tenants?

A tenant who has continuously and lawfully occupied or had the legal right to occupy a rental unit for 12 months is considered a Qualified Tenant.

I Started the Eviction Process Prior to the Ordinance’s Enactment, Does this Ordinance Still Apply?

Yes. If the eviction process was not fully complete by May 29, 2025 (i.e. the landlord has not recovered possession or a final judgment has not been awarded), the owner must comply with the provisions of the new Ordinance, including giving a new notice of termination.

What rental units are exempt?

The following rental units are exempt from the City’s Just Cause for Residential Eviction Ordinance:

- Transient and tourist hotel occupancy (Civil Code Section 1940(b)).
- Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly (Health and Safety Code Section 1569.2).
- Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12.
- Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the rental unit.

- Single-family owner-occupied residences, including a residence in which the owner occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.
- A property containing two separate dwelling units within a single structure in which the owner occupies one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.
- Housing that has been issued a certificate of occupancy within the previous 15 years.
- A rental unit that is alienable separate from the title to any other dwelling unit, subject to express limitations and notice requirements set forth in the lease and Civil Code Section 1946.2 (see, SBMC Section 26.50.030 H for limits on this exemption).

• Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income (Health and Safety Code Section 50093).

Is Just Cause needed to terminate a tenancy?

If the tenant is a Qualified Tenant and the rental unit is not exempt, a landlord must have a just cause reason to terminate a tenancy. Expiration of a rental agreement, or a change of ownership, does not constitute just cause for eviction.

What are Just Cause Reasons to Terminate a Tenancy?

There are two types of just cause to terminate a tenancy. At-fault just cause and no-fault just cause.

- At-fault just cause is any of the following:
    - Default in the payment of rent.
    - A breach of a material term of the lease (see, paragraph (3) of Section 1161 of the Code of Civil Procedure).
    - Maintaining, committing, or permitting the maintenance or commission of a nuisance (see, paragraph (4) of Section 1161 of the Code of Civil Procedure).
    - Committing waste (see, paragraph (4) of Section 1161 of the Code of Civil Procedure).

o Terminated lease on or after the effective date of this chapter, and after a written offer from the owner, the tenant refuses 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.

o Criminal activity by the tenant on the rental unit, including any common areas, or any criminal activity or criminal threat (see, subdivision (a) of Section 422 of the Penal Code). Criminal threats directed at the owner or owner's agent qualify, unless the tenant is a victim of domestic violence.

o Assigning or subletting the premises in violation of the tenant's lease (see, paragraph (4) of Section 1161 of the Code of Civil Procedure).

o Tenant's refusal to allow the owner to enter the rental unit (see, Sections 1101.5 and 1954 of the Civil Code, and Sections 13113.7 and 17926.1 of the Health and Safety Code).

o Using the premises for an unlawful purpose (see paragraph (4) of Section 1161 of the Code of Civil Procedure).

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

o Tenant's failure 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 possession that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice (see, paragraph (5) of Section 1161 of the Code of Civil Procedure). • No-fault just cause is any of the following:

o 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 (see, SBMC Section 26.50.070.2 for requirements regarding written notice to the tenant and additional

requirements). The notice must state the name and relationship of the intended occupant, and the tenant may request proof. If the occupant fails to move in within 90 days or stay 12 months, the unit must be offered back to the tenant at the same rent, plus reimbursement of excess moving expenses.

o The owner seeks in good faith to recover possession to permanently withdraw the rental unit from the rental market (see, SBMC Section 26.50.070.2 for requirements regarding written notice to the tenant and additional requirements). The notice must be filed with the Community Development Department and state the intended use of the unit and lot.

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

- ▪ An order issued by a government agency or court relating to habitability that necessitates vacating the rental unit.
- ▪ An order issued by a government agency or court to vacate the rental unit.
- ▪ A local ordinance that expressly requires vacating the rental unit.

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

- ▪ Obtained all permits necessary to carry out the demolition or substantial remodel from the applicable governmental agencies.
- ▪ 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.
- ▪ Filed with the Community Development Director the documents served on the tenants listed above.
- ▪ Received confirmation from a qualified expert that the work cannot be safely completed with the tenant in place. The expert must be independent, licensed (Class A, B, or B-2), and not financially interested in the work. The expert's opinion must then be filed with the building permit application.

Notice Requirements:

- Whether termination is at-fault, or no-fault, the written notice to terminate tenancy shall state in full the facts and circumstances constituting the just cause for termination. 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. If the violation is not cured within the time period set forth in the notice, a 3-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

  - o No-fault: A written notice to terminate based on no-fault just cause shall be accompanied by a supplemental notice informing each Qualified Tenant of their right to and the dollar amount of the relocation assistance payment (see, Resolution No. 23-058).

  - o No-fault: Written notice to terminate shall be accompanied by a supplemental notice informing each Qualified Tenant of the right of first refusal (see, SBMC 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.

  - o At-Fault: prior to issuing a written notice to terminate pertaining to a lease violation that is curable, the owner must first provide each Qualified Tenant an opportunity to cure the violation (see, paragraph (3) of Section 1161 of the Code of Civil Procedure). If not timely cured, a three-day notice to quit may thereafter be served to terminate the tenancy.

  - o In addition, written notice of termination must contain all of the information required by Civil Code Section 1946.2.

What does Substantially Remodel Mean?

- "Substantially Remodel" is defined in both SBMC Chapter 26.50 and Civil Code Section 1946.2 as follows: "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 definition, 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."

When can an Owner Re-rent a Unit that has been Substantially Remodeled?

- Not until the Chief Building Official has inspected the work and confirmed in writing that the permitted work has been completed.

Tenant's Right of First Refusal to Re-Rent.

- A tenant that has been evicted under a no-fault eviction has 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. The tenant must have kept the owner notified of the tenant's contact information according to the notice provisions (see, SBMC Section 26.50.055 for additional notice requirements).

- For substantial remodel evictions, rent for the re-rental must be limited to the previous rent plus 5% and CPI or 10%, whichever is less.

- The offer to re-rent must be in writing and valid for at least 30 days.

Must tenant relocation assistance be paid to the Qualified Tenant?

- A landlord who terminates a tenancy based upon a no-fault just cause reason must make relocation assistance payment to each Qualified Tenant. The landlord must make this payment within 15 days after service of the termination notice. A landlord who issues an "early tenant alert notice" may make one-half of the relocation assistance payment within 15 days after service of the termination notice, and the remaining one-half of the relocation assistance payment no later than the time the possession of the rental unit is surrendered.

- The tenant relocation assistance amount is equal to 2 months of the rent that was in effect when the owner issued the termination notice (see, Resolution No. 23-058).

Remedies for Violations.

- SBMC Chapter 26.50 provides Qualified Tenants and the City with a range of nonexclusive remedies available for violation. For Qualified Tenants, a failure of owner to provide required notice, or failure to include all of the required information in the notices is a defense to an unlawful detainer action and could render the

notice void. A Qualified Tenant could be entitled to actual damages, costs and attorney fees.

• An owner who attempts to terminate a tenancy in material violation of SBMC Chapter 26.50 could be liable to the Qualified Tenant in a civil action for actual damages and attorney's fees and costs, including upon a finding that the owner 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.

• The City Attorney is authorized to enforce SBMC Chapter 26.50 through administrative, civil, or criminal action, including injunctive relief on behalf of the City. The City Attorney may seek recovery of costs, expenses, and attorney's fees as allowed by law.

• If a property with five or more units is acquired, no-fault eviction for substantial remodel or demolition is prohibited for one year after acquisition.