

ORDINANCE NO. 6179

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SANTA BARBARA AMENDING THE MUNICIPAL CODE
BY AMENDING SECTIONS 26.50.040, 26.50.055, AND
26.50.070 AND THE ADDITION OF SECTION 26.50.090
RELATING TO JUST CAUSE EVICTIONS

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

SECTION 1. 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 dollar denominated 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 and the owner's obligations under
Subsection C of 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 2. Section 26.50.055 of Chapter 26.50 of Title 26, of the Santa Barbara Municipal Code is amended 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.

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 (D).

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 the 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. For purposes of this paragraph, a no-fault just cause termination of tenancy shall be deemed for all purposes to be a temporary interruption of the tenant's rights to the unit and the exercise of the right of first refusal to be a continuation of the pre-existing lease subject to the rent increase authorized by this paragraph. The change in cost of living means the percentage change, for the year in which the substantial remodel occurs, in the California Consumer Price Index for All Urban Consumers for All Items (CPI-U) as published by the California Department of Industrial Relations, unless the United States Bureau of Labor Statistics publishes a CPI-U for a metropolitan area that includes Santa Barbara County, in which case the CPI-U published by the Bureau of Labor Statistics will be used.

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

SECTION 3. 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.

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.

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.
 - 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.
 - 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 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. The notice of termination must be filed with the Community Development Department when it is given to the tenant and must specify the intended use of the unit and the lot on which the rental unit is located.

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.

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. 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.

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).

QUALIFIED TENANT. A tenant who has continuously and lawfully occupied or had the legal right to occupy a rental unit for 12 months.

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

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), 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.

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.

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 4. Chapter 26.50 of Title 26 of the Santa Barbara Municipal Code to amended by adding Section 26.50.090 to read as follows:

26.50.090 Additional Limitation on No-Fault Just Cause Eviction for Demolition or Substantial Remodel.

An owner who acquires property having five or more rental units shall not commence a no-fault just cause eviction of any qualified tenant to demolish or substantially remodel a unit for a period of one year following the owner's acquisition of the property.

SECTION 5. The provisions of this Ordinance shall apply to proceedings to terminate a tenancy or recover possession of a unit that has not been fully completed before the effective date of this Ordinance. If a final judgment awarding possession of a unit has not been entered or the owner has not otherwise lawfully obtained possession of a unit under Chapter 26.50 of the Santa Barbara Municipal Code as it existed before the effective date of this Ordinance, then the owner must comply with the provisions of this Ordinance, including giving a new notice of termination, before termination of the tenancy or recovery of possession of a unit.

SECTION 6. 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 of 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 7. 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.

ORDINANCE NO. 6179

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA) ss.
)
CITY OF SANTA BARBARA)

I HEREBY CERTIFY that the foregoing ordinance was introduced on April 22, 2025, and adopted by the Council of the City of Santa Barbara at a meeting held on April 29, 2025, by the following roll call vote:

AYES: Councilmembers Oscar Gutierrez, Meagan Harmon, Wendy Santamaria, Kristen W. Sneddon

NOES: Councilmember Mike Jordan, Mayor Randy Rowse

ABSENT: Councilmember Eric Friedman

ABSTENTIONS: None

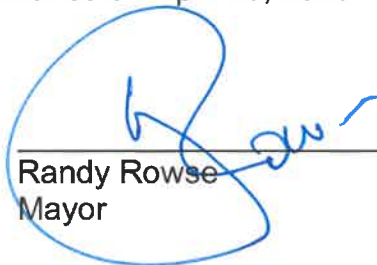
IN WITNESS WHEREOF, I have hereto set my hand and affixed the official seal of the City of Santa Barbara on April 29, 2025.





Sarah P. Gorman, MMC
City Clerk Services Manager

I HEREBY APPROVE the foregoing ordinance on April 29, 2025.



Randy Rowse
Mayor