

LAST MINUTE AGENDA INFORMATION

01/15/2025 Regular City Council Meeting

(Agenda Related Writings/Documents provided to a majority of the City Council after distribution of the Agenda Packet for the January 15, 2025, meeting.)

ITEM NO.	SUBJECT TITLE	DESCRIPTION
6	PUBLIC COMMENTS	a) Correspondence from Mark Williams
9.a	<p style="text-align: center;">CONSIDER REPORT FROM AD HOC AND CONSIDERATION TO ADOPT URGENCY/REGULAR ORDINANCES TO ENACT A LOCAL JUST CAUSE ORDINANCE FOR TERMINATION OF RESIDENTIAL TENANCIES. (0660-95)</p>	<ul style="list-style-type: none"> a) Revised Ordinance No. 2025-1252 b) Revised Ordinance No. 2025-1253 c) Correspondence from Mark Williams d) Correspondence from Sandra Brillhart e) Correspondence from Dan Feder f) Correspondence from John Nelson, Procopio g) Correspondence from Cheryl Quinones h) Correspondence from Melanie Woods, California Apartment Association i) Correspondence from Molly Kirkland, Southern California Rental Housing Association j) Correspondence from Jose Lopez, ACCE

From: [Mark Williams](#)
To: [Public Comments](#)
Subject: General comments for January 15 city council meeting
Date: Monday, January 13, 2025 8:50:10 AM

CAUTION: This email is from an External source. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Imperial Beach City Council,

In the past I have brought up the need for our city to become self-sufficient in a natural disaster. In the past our city had a great program called CERT (Community Emergency Response Team). There are several currently active CERT teams in San Diego County. For unknown or unacceptable reasons our city has been negligent by not supporting this.

That's the problem so what's the solution?

Budget and run the CERT program through IB Parks and Recreation. This is equally a community need and can be a benefit to our community.

We have the tools, the skills, the manpower, just not the city leadership.

Los Angeles is currently suffering, that could, and has been San Diego. During the time of manpower being used elsewhere, mutual aide, we are only one earthquake away from our own local crisis. Since we are the last city on the coast, and last one on the pipeline, where is our water supply coming from? Our electricity? Even our ability to evacuate can be compromised. What is the plan?

What will happen when the power goes out and the satellite phones don't work because they are overloaded? This is occurring in Los Angeles and occurred in North Carolina in 2024. Cell phones don't work in a power outage condition. And most phones now go over the internet, which would also fail.

Just last week I was in San Diego East County. No cell phones or landlines were working because of the Public Safety Power Shutoff by SDGE. It doesn't take a disaster to create a problem; just a wind event.

Where are we going to shelter people? How will we communicate? Where is our back up supplies?

These types of issues can and should be planned for and practiced. We should do the best we can to relive human suffering during a time of need.

I feel our city is far from capable of responding to a large need without outside resources. How and who are we going to call when the power grid is down and the radio repeaters are down?

We are lucky to have resources within our city; they need to be coordinated.

Please take this seriously, some of our neighbor's lives may depend on it.

Thank you,

Mark Williams

PO Box 1944
Imperial Beach, CA 91933-1944

.

ORDINANCE NO. 2025-1252

(Revised 1-15-25)

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ENACTED PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 36934 AND 36937 ADOPTING A JUST CAUSE FOR TERMINATION OF A RESIDENTIAL TENANCY ORDINANCE IN THE CITY OF IMPERIAL BEACH WHICH AMENDS THE IMPERIAL BEACH MUNICIPAL CODE TO ADD CHAPTER 9.90

WHEREAS, effective January 1, 2020, the Tenant Protection Act of 2019, Assembly Bill 1482 added Sections 1946.2, 1947.12, and 1947.13 to the California Civil Code ("TPA") which has been amended from time to time; and

WHEREAS, subject to certain exceptions, the TPA: (1) limits rent increases over the course of any 12-month period to 5% plus the "percentage change in the cost of living" (as defined), or 10%, whichever is lower; and (2) prohibits an "owner" (as defined in the TPA) of "residential real property" (as defined in the TPA) from terminating a tenancy without "just cause" (as defined in the TPA); and

WHEREAS, the TPA is intended to assist families to afford to keep a roof over their heads and provide California with important tools to combat the state's broader housing and affordability crisis; and

WHEREAS, the TPA expressly permits a landlord to evict a tenant for various no fault reasons; and

WHEREAS, the TPA expressly authorizes local agencies (like the City of Imperial Beach) to adopt ordinances that are "more protective" than the TPA, in which case, the "more protective" local ordinance will apply to non-exempt residential real property (Civ. Code § 1946.2(i)(1)(B)); and

WHEREAS, the City of Imperial Beach ("City") is a general law city incorporated under the laws of the State of California; and

WHEREAS, pursuant to its police power, the City may enact and enforce laws within its boundaries that promote the public health, morals, safety, or general welfare of the community and are not in conflict with general laws; and

WHEREAS, government at all levels has a substantial interest in protecting the public with respect to housing; and

WHEREAS, like many cities in San Diego County, the City of Imperial Beach is experiencing a housing affordability crisis and a humanitarian crisis of homelessness that would be exacerbated by the displacement of renters; and

WHEREAS, much of the City's housing stock was built before 1990 and most places built before 1990 have accessibility challenges, which creates barriers to finding suitable housing for individuals with accessibility needs; and

WHEREAS, a large portion of households in Imperial Beach are of lower income and earn 80% of the Area Median Income or less and many of these households pay more than 50% of their income towards housing costs as renters and homeowners; and

WHEREAS, Imperial Beach residents are experiencing high inflation, increased food and transportation costs, higher rents, and increased utility costs making it impossible to make ends meet. These households are at risk of failing to maintain housing and falling into homelessness; and

WHEREAS, given existing income levels of Imperial Beach residents and the existing high cost of housing in San Diego County, any increased housing costs will exacerbate existing housing affordability issues; and

WHEREAS, a tenant's sudden and immediate displacement caused by a no-fault eviction can have a profound impact on the financial, emotional, and professional stability of the tenant's life; and

WHEREAS, elderly and disabled individuals often live on fixed incomes and cannot absorb rent increases, leading to difficulty in maintaining, searching for, and finding housing to meet their unique needs, making them more susceptible to displacement; and

WHEREAS, it is reported by the Legal Aid Society of San Diego that a significant number of clients in the San Diego County region are experiencing no fault evictions; and

WHEREAS, in Imperial Beach specifically, numerous tenants of residential real property have recently reported that their landlords are evicting or are threatening to evict them for the purpose of substantially remodeling their units; and

[WHEREAS, the City Council created an ad hoc of the City Council to further study this issue and the ad hoc held public outreach meetings and heard various public comments related to these issues; and](#)

[WHEREAS, most of the public comments from tenants related to being evicted for substantial remodel from large complexes owned by larger landlords or corporations; and](#)

[WHEREAS, multiple public comments were received from smaller landlords who expressed concerns about smaller landlords being detrimentally impacted by any additional regulations other than State law, with various public comments about how many units would equate to a smaller landlord; and](#)

[WHEREAS, the Council intends that this ordinance balance the interest of various stakeholders to provide greater tenant protections in the area that has most consistently been expressed as a problem in Imperial Beach while also acknowledging the potential impacts to smaller landlords in Imperial Beach; and](#)

WHEREAS, the City is concerned that, without "more protective" local eviction control provisions, mass displacement of tenants will result in various problems for the displaced tenants and the City in general, such as more homelessness in the City; and

WHEREAS, pursuant to Government Code Sections 36934 and 36937, a city may adopt an urgency ordinance for the immediate preservation of the public peace, health, or safety; and

WHEREAS, the Council intends that this ordinance address threats to the public health, safety, and welfare of the residents of the City, to ensure that residents continue to have stable housing, and to protect residents from homelessness; and

WHEREAS, as set forth in more detail in the declaration of the facts constituting the urgency in Section 3 below, the displacement of renters at unprecedented levels without adequate assistance poses numerous threats to the public peace, health, or safety; and

WHEREAS, the additional protections included in the ordinance will assist displaced renters to decrease the negative impacts to the displaced tenants and the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals

The City Council finds the foregoing recitals to be true and correct, and hereby incorporates such recitals as findings into this ordinance.

SECTION 2. Environmental Review

The City Council finds and determines that the adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this ordinance will have a significant effect on the environment.

SECTION 3. Declaration of Facts Constituting Urgency

The City Council has the power to enact an urgency ordinance, not in conflict with general laws, as necessary to protect public peace, health, and safety, via exercise of the powers provided to cities in Article XI, Section 7, of the California Constitution, and in compliance with Government Code section 36937, subdivision (b). The adoption of this Urgency Ordinance is necessary for the immediate preservation of the public peace, health, and safety as those terms are used in Government Code Section 36937, subdivision (b) in at least the following respects:

A. The County of San Diego and City of Imperial Beach are experiencing a housing affordability crisis, which is driving homelessness and displacement of residents to an unprecedented scale.

B. When a household spends more than 30 percent of its income on housing costs (i.e., is "rent burdened"), it has less disposable income for other necessities such as health care. In the event of unexpected circumstances, such as loss of income or health problems, households with a burdensome housing cost are more likely to become homeless. In Imperial Beach, approximately 63.7% of renter- households use more than 30% of their incomes to cover housing costs, and of those renter-households, approximately 77.5% spend 35 percent or more of their income on housing costs. (2023 ACS 5-Year Estimates Detailed Table)

C. As the cost of housing in Southern California continues to rise, homelessness has become more prevalent throughout the region.

D. Homelessness counts do not include individuals who live with relatives or friends, in nearby hotels, or in other transitional housing.

E. One of the most effective ways to address the homeless crisis is to prevent individuals and families from becoming homeless in the first place. To that end, the City refers some affected individuals to third-party programs that may assist families threatened with homelessness. However, the City is particularly concerned about the ability to assist tenants related to mass evictions of multi-unit residential complexes. As a small city, the City does not have the resources or funds to provide services or assistance to large numbers of evicted tenants.

F. The City has determined, both through direct residential tenant complaints and through information available on a regional basis, that tenants throughout the San Diego County region have reported experiencing a surge of eviction notices and threats of eviction premised on the TPA's Substantial Remodel Eviction exception. Due to similar issues, other cities in California have adopted urgency ordinances or are actively considering urgency ordinances aimed at protecting tenants from Substantial Remodel Evictions and/or increasing the amount of tenant relocation assistance landlords must provide for Substantial Remodel Evictions.

G. Since at least the Covid 19 pandemic, the City has taken measures related to residential tenants and evictions. The City approved an eviction moratorium during the pandemic as well as one related to evictions from RV parks within the City in 2022. Additionally, in May of 2024, a citizen's initiative with over 1700 signatures was submitted to the City. Although the citizen's initiative did not qualify to be submitted to the registrar of voters, it proposed stronger tenant protections than the TPA such as rent stabilization, eviction limitations, and additional relocation assistance. Starting in or around the spring of 2024, numerous residential tenants in Imperial Beach reported at City Council meetings that their landlords were evicting or threatening to evict them for the alleged purpose of substantially remodeling their units. Many of these tenants provided public comment at numerous City Council meetings in 2024 including but not limited to the December 4, 2024 meeting; the December 16, 2024 ad hoc meeting; and the December 21, 2024 ad hoc meeting.

H. At its regular meeting on December 4, 2024, the City Council expressed a desire to study, develop, and consider adopting "more protective" local standards for Substantial Remodel Evictions. The City Council created a limited term and limited purpose ad hoc committee and expressed interest in considering a local just cause ordinance.

I. Adoption of regulations through a regular ordinance requires two readings and will not take effect until 30 days after its second reading (Gov. Code §§ 36934, 36937). As a result, absent an urgency ordinance that may be passed immediately, there could be a window of time when Imperial Beach's residential tenants do not have heightened protection from no fault evictions. Therefore, adopting the regulations through a regular ordinance without an urgency ordinance to fill the potential gap could have the unintended consequence of temporarily prompting more no fault evictions.

The above-identified facts constitute a current and immediate threat to the public peace, health, and safety of the City, within the meaning of Government Code section 36937, subdivision (b). In light of these facts, the City Council finds that an urgency ordinance is necessary and essential to prevent the irreparable injury tenants and the community in general would suffer due to no fault evictions, including without limitation, housing insecurity and homelessness for the displaced tenants. The City Council declares that this Urgency Ordinance is necessary for immediate preservation of the public peace, health, and safety of the community.

SECTION 4. Just Cause Ordinance

The Imperial Beach Municipal Code is hereby amended to add Chapter 9.90 “Just Cause for Termination of a Residential Tenancy Ordinance” as fully set forth in Exhibit “A” to this Ordinance which is incorporated herein by reference.

SECTION 5. Relationship to Civil Code Section 1946.2

A. The just cause for termination of a residential tenancy under this local ordinance is consistent with the State of California’s Tenant Protection Act of 2019, including Section 1946.2 of the Civil Code.

B. This local ordinance is more protective than Section 1946.2 of the Civil Code because it further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, and provides additional tenant protections that are not prohibited by any other provision of law.

C. It is the City's intent that its residential tenants be afforded the strongest protections available under the law. If any other governmental entity (including without limitation, the United States Government, the State of California, and the County of San Diego) adopts stronger tenant protections that apply to residential tenants in the City of Imperial Beach, then the stronger tenant protections shall prevail, and the City shall not enforce conflicting tenant protections in this ordinance.

SECTION 6. Effective Date.

This ordinance is declared to be an Urgency Ordinance by authority conferred on the City Council of the City of Imperial Beach by Government Code Sections 36934 and 36937 and shall be in full force and effect immediately upon its adoption by a four-fifths vote of the City Council. The provisions of this Urgency Ordinance shall apply to all residential rental units covered in Exhibit A where a notice to terminate is issued after the effective date of this Ordinance (January 15, 2025).

SECTION 7. Term of Urgency Ordinance.

This Urgency Ordinance shall be in effect until the effective date of Ordinance 2025-1253.

SECTION 8. Severability

If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it

would have adopted this ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this ordinance are declared to be severable.

SECTION 9. Publication

The City Clerk shall certify the adoption of this ordinance and cause it to be published at least once within fifteen (15) days after its adoption.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Imperial Beach, California, on the 15th day of January, 2025 by the following vote:

AYES: Councilmembers –
NOES: Councilmembers –
ABSTAIN: Councilmembers –
ABSENT: Councilmembers –

Paloma Aguirre, Mayor

ATTEST:

Jacqueline Kelly, City Clerk

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney

EXHIBIT A to Urgency Ordinance 2025-1252

Chapter 9.90

JUST CAUSE FOR TERMINATION OF A RESIDENTIAL TENANCY ORDINANCE

Sections:

- 9.90.010 Title and Purpose.
- 9.90.020 Promulgation of Administrative Regulations.
- 9.90.030 Definitions.
- 9.90.040 Residential Tenancies Not Subject to this Chapter.
- 9.90.050 Just Cause Required for Termination of Tenancy.
- 9.90.060 Requirements Upon Termination of Tenancy.
- 9.90.070 Enforcement and Remedies.
- 9.90.080 Sunset Clause.

9.90.010 **Title and Purpose.**

A. **Title.** This chapter shall be known as the Just Cause for Termination of a Residential Tenancy Ordinance and may be referred to herein as the Just Cause Ordinance.

B. **Purpose.** Subject to the provisions of applicable law, the purpose of this Just Cause Ordinance is to require just cause for termination of residential tenancies consistent with California Civil Code Section 1946.2, to further limit the reasons for termination of a residential tenancy, to require greater tenant relocation assistance in specified circumstances, and to provide additional regulations. Nothing in this chapter shall be construed as to prevent the lawful eviction of a tenant by appropriate legal means.

C. **Intent and Severability.** This chapter is intended to supplement any applicable State and federal law and provide further protection for certain tenants. Any provisions of applicable State or federal law that provide greater or additional protections for tenants than this chapter shall apply. If this chapter does not apply to a tenant, then applicable State law shall apply. If any provision of this chapter is invalidated, any applicable State and federal law shall apply in place of the invalidated provision.

9.90.020 **Promulgation of Administrative Regulations.** The City Manager is authorized to establish, consistent with the terms of this chapter, Administrative Regulations necessary to carry out the purposes of this chapter. Administrative Regulations shall be published on the City's website and maintained and available to the public in the Office of the City Clerk. Administrative Regulations promulgated by the City Manager shall become effective and enforceable under the terms of this chapter thirty (30) days after the date of publication on the City's website.

9.90.030 **Definitions.** When used in this chapter, the following words and phrases shall have the meanings ascribed to them below. Words and phrases not specifically defined below shall have the meanings ascribed to them elsewhere in this code or shall otherwise be defined by common usage. For definitions of nouns, the singular shall also include the plural; for definitions of verbs, all verb conjugations shall be included. Any reference to state laws, including references to any State statutes or regulations, is deemed to include any successor or amended version of the referenced statute or regulations promulgated thereunder consistent with the terms of this chapter.

“Administrative Regulations” means regulations that implement this chapter authorized by the City Manager pursuant to Section 9.90.020.

“City” means the City of Imperial Beach.

“City Attorney” means the City Attorney of the City of Imperial Beach, or designee.

“City Manager” means the City Manager of the City of Imperial Beach, or designee.

“County” means the County of San Diego.

“Disabled” means an individual with a disability, as defined in California Government Code section 12955.3.

“Elderly” means an individual sixty-two (62) years old or older.

“Enforcement Officer” means the Director of the Community Development Department, any Code Enforcement Officer, the Building Official, any sworn deputy of the San Diego Sheriff’s Department, the Fire Chief, the Fire Marshal, or any other City department head (to the extent responsible for enforcing provisions of this code), their respective designees, or any other City employee designated by the City Manager to enforce this chapter.

“Family Member” means the sibling, spouse, domestic partner, children, grandchildren, parents or grandparents of the residential unit Owner.

“Intended Occupant” means the Owner of the Residential Rental Unit or the Owner’s spouse, domestic partner, child, grandchild, parent, or grandparent.

“Occupant Owner” means any of the following:

1. An owner who is a natural person that has at least a 25 percent recorded ownership interest in the property.
2. An owner who is a natural person who has any recorded ownership interest in the property if 100 percent of the recorded ownership interest is divided among owners who are related to each other as Family Members.

3. An owner who is a natural person whose recorded interest in the property is owned through a limited liability company or partnership.

For purposes of the “Occupant Owner” definition, a “natural person” includes any of the following: (a) a natural person who is a settlor or beneficiary of a family trust; or (b) if the property is owned by a limited liability company or partnership, a natural person with a 25 percent ownership interest in the property. A “family trust” means a revocable living trust or irrevocable trust in which the settlers and beneficiaries of the trust are persons who are related to each other as Family Members. A “beneficial owner” means a natural person or family trust for whom, directly or indirectly and through any contractual arrangement, understanding, relationship, or otherwise, and any of the following applies: (a) the natural person exercises substantial control over a partnership or limited liability company; (b) the natural person owns 25 percent or more of the equity interest of a partnership or limited liability company; (c) the natural person receives substantial economic benefits from the assets of a partnership.

“Owner” (including the term “Landlord”) means any Person, acting as principal or through an agent, having the right to offer a Residential Rental Unit for rent. As the context may require, “Owner” shall also include a predecessor in interest to the Owner.

“Person” means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

“Residential Rental Complex” means one or more buildings, located on a single lot or contiguous lots, containing fifteen or more Residential Rental Units rented or owned by the same Owner.

“Residential Rental Unit” means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.

“State” means the State of California.

“Substantial Remodel” means either of the following that cannot be reasonably accomplished in a safe manner that allows the tenant to remain living in the place and that requires the Tenant to vacate the residential real property for at least 30 consecutive days:

1. The replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency.
2. The abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws.

A Tenant is not required to vacate the Residential Rental Unit on any days where a Tenant could continue living in the Residential Rental Unit without violating health, safety, and habitability codes and laws.

Cosmetic improvements alone, including, but not limited to, painting, decorating, flooring replacement, cabinet replacement, counter replacement, window replacement, removal of interior wall coverings solely for the installation of insulation, and minor repairs, or other work

that can be performed safely without having the Residential Rental Unit vacated, do not constitute a Substantial Remodel.

“Tenancy” means the lawful occupation of a Residential Rental Unit and includes a lease or sublease.

“Tenant” means a tenant, subtenant, lessee, sublessee, resident manager, or any other individual entitled by written or oral agreement to the use or occupancy of any Residential Rental Unit.

9.90.040 **Residential Tenancies Not Subject to this Chapter.**

This chapter shall not apply to the following types of residential tenancies or circumstances:

A. Single-family Owner-occupied residences, including a mobilehome, 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.

B. A property containing two separate dwelling units within a single structure in which the Owner occupied 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.

C. A Residential Rental Unit that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

1. The Owner is not any of the following:

- a. A real estate investment trust, as defined in section 856 of the Internal Revenue Code.
- b. A corporation.
- c. A limited liability company in which at least one member is a corporation.
- d. Management of a mobilehome park, as defined in Section 798.2 of the California Civil Code.

2. The Tenants have been provided written notice that the Residential Rental Unit is exempt from this section using the following statement:

“This property is not subject to the rent limits imposed by section 1947.12 of the California Civil Code and is not subject to Just Cause requirements of section 1946.2 of the California Civil Code and Chapter 9.90 of the Imperial Beach Municipal Code. This property meets the requirements of sections 1947.12(d)(5) and 1946.2(e)(8) of the California Civil Code and Section 9.90.040(C) of the Imperial Beach Municipal Code, and the Owner is not any of the following: (1) a real estate investment trust, as defined in Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

For a Tenancy existing before January 15, 2025, the notice required above may, but is not required to, be provided in the rental agreement. For a Tenancy commenced or renewed on or after January 15, 2025, the notice required above shall be provided in the rental agreement. Addition of a provision containing the notice required above to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of Section 9.90.050(B)(5).

D. A homeowner in a mobilehome, as defined in California Civil Code Section 798.9 or a tenancy as defined in California Civil Code Section 798.12 which is subject to the protections of Mobilehome Residency Law.

E. Transient and tourist hotel occupancy as defined in California Civil Code Section 1940(b).

F. Any residential occupancy by reason of concession, permit, right of access, license or other agreement for a period for 30 consecutive calendar days or less, counting portions of calendar days as full days, including Short-Term Rental occupancies as defined in Imperial Beach Municipal Code Chapter 19.04.

G. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly as defined in California Health and Safety Code Section 1569.2, 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 California Department of Social Services.

H. Residential Property or Dormitories owned by the City, an institution of higher education, or a kindergarten and grades 1 to 12, inclusive.

I. Housing accommodations in which the tenant shares a bathroom or kitchen facilities with the Owner who maintains their principal residence at the Residential Rental Unit.

J. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for individuals and families of very low, low, or moderate income as defined in California Health and Safety Code Section 50093, or subject to an agreement that provides housing subsidies for affordable housing for individuals and families of very low, low, or moderate income as defined in California Health and Safety Code Section 50093 or comparable federal statutes. This exclusion shall not apply to a Tenant with a Section 8 Housing Choice Voucher and such Tenancies shall be governed by this chapter.

K. Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome.

9.90.050 **Just Cause Required for Termination of Tenancy.**

A. **Prohibition.** After a Tenant has continuously and lawfully occupied a Residential Rental Unit for 12 months, no Owner of a Residential Rental Unit shall terminate a Tenancy without Just

Cause. A Just Cause basis for Termination of Tenancy includes both “At Fault Just Cause” and “No-Fault Just Cause” circumstances as described below.

B. At Fault Just Cause. At Fault Just Cause means any of the following at fault just cause reasons as specified in Civil Code 1946.2 (b)(1):

1. Default in payment of rent.
2. A breach of material term of the lease, as described in paragraph (3) of Section 1161 of the California 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.
3. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
4. Committing waste as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
5. The 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 Owner, 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 section or any other provision of law. Addition of a provision allowing the Owner to terminate the Tenancy to allow for occupancy by the Owner or Owner’s Family Member as described in Section 9.90.050(C)(1), below, shall constitute a “similar provision” for the purposes of this subsection.
6. Criminal activity by the Tenant at the Residential Rental Unit, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the California Penal Code, on or off the property where the Residential Rental Unit is located, that is directed at any Owner, any agent of the Owner where the Residential Rental Unit is located.
7. Assigning or subletting the premises in violation of the Tenant’s lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
8. The Tenant’s refusal to allow the Owner to enter the Residential Rental Unit as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.
9. Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
10. 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 California Code of Civil Procedure.

11. When the Tenant fails to deliver possession of the Residential Rental Unit after providing the Owner written notice as provided in Section 1946 of the California Civil Code 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 Owner but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

C. No-Fault Just Cause. No-Fault Just Cause means any of the following:

1. **Intent to Occupy.** Intent to occupy the Residential Rental Unit by the Owner or the Owner's spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum of 12 continuous months as that person's primary residence.

(a) For leases entered into on or after January 15, 2025, if the lease is for a tenancy in a mobilehome, Intent to Occupy shall only be a No-Fault Just Cause basis for termination if the Tenant agrees, in writing, to the termination, or if a provision of the lease allows the Owner to terminate the lease if the Owner, or the Owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of Section 9.90.050(B)(5).

(b) 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.

(c) Intent to Occupy shall only be a No-Fault Just Cause basis for termination if the Intended Occupant moves into the Residential Rental Unit within 90 days after the Tenant vacates and occupies the Residential Rental Unit as a primary residence for at least 12 consecutive months.

2. **Compliance with Government or Court Order.** The Tenancy is terminated on the basis of the Owner's compliance with any of the following:

a. An order issued by a government agency or court relating to habitability that necessitates vacating the Residential Rental Unit; or

b. An order issued by a government agency or court to vacate the Residential Rental Unit; or

c. A local ordinance that necessitates vacating the Residential Rental Unit.

If it is determined by any government agency or court that the Tenant is at fault for the condition or conditions triggering the order or need to vacate under this subsection, the Tenant shall not be entitled to relocation assistance as set forth [in this chapter in State law](#).

3. **Withdrawal From the Rental Market.** The Tenancy is terminated on the basis of the Owner's decision to withdraw the Residential Rental Unit from the rental market.
4. **Substantial Remodel or Demolition.** The Tenancy is terminated because of the Owner's intent to Substantially Remodel or demolish a Residential Rental Unit. The Owner may not require the Tenant to vacate the Residential Rental Unit on any days where a Tenant could continue living in the Residential Rental Unit without violating health, safety, and habitability codes and law.

D. Notice to Tenant of Tenant Protection Provisions Required. An Owner of a Residential Rental Unit subject to this chapter shall provide written notice to the Tenant as follows:

“California law limits the amount your rent can be increased. See California Civil Code section 1947.12 for more information. Local law also provides that after a tenant has continuously and lawfully occupied the property for 12 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Imperial Beach Municipal Code Chapter 9.90 for more information.”

For a Tenancy in a Residential Rental Unit subject to this chapter existing before the effective date of this chapter, the notice required above shall be provided [in writing](#) to the Tenant directly or as an addendum to the lease or rental agreement no later than March 15, 2025. For a Tenancy in a Residential Rental Unit subject to this chapter commenced or renewed on or after January 15, 2025, the notice required above shall be included as an addendum to the lease or rental agreement, or as a written notice signed by the Tenant, with a copy provided to the Tenant.

The provision of this notice shall be subject to California Civil Code Section 1632.

E. Reporting Requirements. Owners and Tenants shall provide City with information regarding termination of Tenancies at such time(s) and with such details as shall be required by City in the attendant Administrative Regulations.

F. Owner Acknowledgement. When an Owner applies for a City of Imperial Beach business license to operate, the Owner will be required to acknowledge that he or she has read and will abide by this chapter if applicable to the Residential Rental Unit.

G. Copy to Tenant. For a Tenancy in a Residential Rental Unit subject to this chapter commenced or renewed on or after on or after January 15, 2025, the Owner must provide a copy of this chapter to the Tenant upon entering into the lease.

9.90.060 Requirements Upon Termination of a Tenancy.

A. Requirements Upon Termination of a Tenancy for At Fault Just Cause. Before an Owner of a Residential Rental Unit issues a notice to terminate a Tenancy for At Fault Just Cause that is a curable lease violation after a Tenant has continuously and lawfully occupied a Residential Rental Unit for 12 months, the Owner shall first give written notice of the violation to the Tenant including a description of the violation (or violations) and an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California 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.

B. Requirements Upon Termination of a Tenancy for No-Fault Just Cause. Upon termination of a Tenancy for No-Fault Just Cause after a Tenant has continuously and lawfully occupied a Residential Rental Unit for 12 months, an Owner of a Residential Rental Unit shall provide notice and relocation assistance as follows:

1. **Termination of a Tenancy in Unit in a Residential Rental Complex for Substantial Remodel or Demolition.** When an Owner terminates a Tenancy of a Residential Rental Unit in a Residential Rental Complex for No-Fault Just Cause for a Substantial Remodel or Demolition, the Owner shall provide notice and relocation assistance to the Tenant as follows:

a. **Notice to Tenant Required.** The Owner shall give written notice to the Tenant ~~at least 90 days~~ prior to the proposed date of termination as required by State law. ~~If notice is being provided to a Tenant who is Elderly or Disabled, the notice shall be given at least 120 days prior to the proposed date of termination.~~ Such notice shall include any applicable State law requirements, including but not limited to California Code of Civil Procedure Section 1162 and California Civil Code section 1946.1:

i. **Notice of Basis for No-Fault Just Cause Termination.** The Owner's decision to terminate the Tenancy and a description of the basis for said termination;

ii. **Notice of Right to Relocation Assistance.** The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within fifteen (15) calendar days of service of the notice or the last day of legal occupancy, whichever comes first; and

iii. **Notice of Substantial Remodel or Demolition.** The following statement must be included in the written notice:

"If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer."

The written notice shall additionally contain a description of the Substantial Remodel to be completed, the approximate expected duration of the Substantial Remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with one of the following:

- (a) A copy of the permit or permits required to undertake the Substantial Remodel or demolition; or
- (b) If the Substantial Remodel is due to abatement of hazardous materials and does not require any permit, a copy of the signed contract with the contractor hired by the Owner to complete the Substantial Remodel, that reasonably details the work that will be undertaken to abate the hazardous materials.

The written notice shall additionally indicate that if the Tenant is interested in reoccupying the Residential Rental Unit following the Substantial Remodel, the Tenant shall inform the Owner of the Tenant's interest in reoccupying the Residential Rental Unit following the Substantial Remodel and provide to the Owner the Tenant's address, telephone number, and email address.

- b. **Notice to City Required.** The Owner shall provide written notice to the City of the No-Fault Just Cause Termination of Tenancy no later than three (3) business days after the date the Owner provides the required notice to the Tenant. Such notice to City shall be provided on a form approved by City for such purpose and in the manner specified in the attendant Administrative Regulations.
- c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income, at the Owner's option, do one of the following to assist the Tenant to relocate:
 - i. Provide a direct payment to the Tenant in an amount equal to one month of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy, AND one month of actual then in effect contract rent under Tenant's lease. **[COUNCIL OPTION TO ADD: (1) If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to two months of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy, AND one month of actual then in effect contract rent under Tenant's lease. OR (2) If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to one month of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy, AND two months of actual then in effect contract rent under Tenant's lease.]** ; or
 - ii. Waive in writing and not collect the payment by Tenant of then due or future rent otherwise due under the lease in an amount equivalent to the direct payment described in (i), above.
- d. **Return of Deposit Required.** Unless otherwise provided by State law, the Owner shall return to Tenant the Tenant's full deposit ~~within the timeframe specified by State law or an amount equivalent to the deposit within fifteen (15) calendar days of service of the notice or the last day of legal occupancy, whichever comes first.~~

- e. **Notice of Chapter 9.90 Required.** The Owner shall provide a full copy of this chapter to Tenant with the notice.
2. **Termination of a Tenancy in Unit in a Residential Rental Complex for a No-Fault Just Cause Reason Other than Substantial Remodel or Demolition.** When an Owner terminates a Tenancy of a Residential Rental Unit in a Residential Rental Complex for No-Fault Just Cause other than Substantial remodel or demolition, the Owner shall provide notice and relocation assistance to the Tenant as follows:
- a. **Notice to Tenant Required.** The Owner shall give written notice to the Tenant ~~at least 90 days~~ prior to the proposed date of termination as required by State law. ~~If notice is being provided to a Tenant who is Elderly or Disabled, the notice shall be given at least 120 days prior to the proposed date of termination.~~ Such notice shall include any applicable State law requirements, including but not limited to California Code of Civil Procedure Section 1162 and California Civil Code section 1946.1:
 - i. **Notice of Basis for No-Fault Just Cause Termination.** The Owner's decision to terminate the Tenancy and a description of the basis for said termination;
 - ii. **Notice of Right to Relocation Assistance.** The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant no later than the last day of legal occupancy; and
 - iii. **Notice of Intended Occupant.** If the Tenancy is being terminated on the basis of Intent to Occupy under Section 9.90.050(C)(1), above, the written notice must identify the name or names and relationship to the Occupant Owner of the intended occupant. The written notice shall additionally include notification that the Tenant may request proof that the intended occupant is an Occupant Owner or related to the Occupant Owner. The proof shall be provided upon request and may include an operating agreement and other non-public documents.
 - b. **Notice to City Required.** The Owner shall provide written notice to the City of the No-Fault Just Cause Termination of Tenancy no later than three (3) business days after the date the Owner provides the required notice to the Tenant. Such notice to City shall be provided on a form approved by City for such purpose and in the manner specified in the attendant Administrative Regulations.
 - c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income, provide the relocation assistance required per State law under Civil Code section 1946.2.
 - d. **Notice of Chapter 9.90 Required.** The Owner shall provide a full copy of this chapter to Tenant with the notice.
3. **Tenancy in Unit Not in a Residential Rental Complex.** When an Owner terminates a Tenancy of a Residential Rental Unit that is not in a Residential Rental Complex for No-

Fault Just Cause, the Owner shall provide notice and relocation assistance to the Tenant as follows:

- a. **Notice to Tenant Required.** The Owner shall give written notice to the Tenant ~~at least 90 days~~ prior to the proposed date of termination as required by State law. ~~If notice is being provided to a Tenant who is Elderly or Disabled, the notice shall be given at least 120 days prior to the proposed date of termination.~~ Such notice shall include any applicable State law requirements, including but not limited to California Code of Civil Procedure Section 1162 and California Civil Code section 1946.1:
 - i. **Notice of Basis for No-Fault Just Cause Termination.** The Owner's decision to terminate the Tenancy and a description of the basis for said termination.
 - ii. **Notice of Right to Relocation Assistance.** The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent, the notice shall state the amount of rent waived and that no rent is due for the final corresponding month of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within fifteen (15) calendar days of service of the notice; and
 - iii. **Notice of Intended Occupant.** If the Tenancy is being terminated on the basis of Intent to Occupy under Section 9.90.050(C)(1), above, the written notice must identify the name or names and relationship to the Occupant Owner of the intended occupant. The written notice shall additionally include notification that the Tenant may request proof that the intended occupant is an Occupant Owner or related to the Occupant Owner. The proof shall be provided upon request and may include an operating agreement and other non-public documents.
 - iv. **Notice of Substantial Remodel or Demolition.** If the Tenancy is being terminated on the basis of a Substantial Remodel or Demolition under 9.90.050(C)(4), above, the following statement must be included in the written notice:

"If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer."

The written notice shall additionally contain a description of the Substantial Remodel to be completed, the approximate expected duration of the Substantial Remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with one of the following:

- (a) A copy of the permit or permits required to undertake the Substantial Remodel or demolition; or

- (b) If the Substantial Remodel is due to abatement of hazardous materials and does not require any permit, a copy of the signed contract with the contractor hired by the owner to complete the Substantial Remodel, that reasonably details the work that will be undertaken to abate the hazardous materials.

The written notice shall additionally indicate that if the Tenant is interested in reoccupying the Residential Rental Unit following the Substantial Remodel, the Tenant shall inform the Owner of the Tenant's interest in reoccupying the Residential Rental Unit following the Substantial Remodel and provide to the Owner the Tenant's address, telephone number, and email address.

- b. **Notice to City Required.** The Owner shall provide written notice to the City of the No-Fault Just Cause Termination of Tenancy no later than three business (3) days after the date the Owner provides the required notice to the Tenant. Such notice to City shall be provided on a form approved by City for such purpose and in the manner specified in the attendant Administrative Regulations.
- c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income, provide the relocation assistance required per State law under Civil Code section 1946.2.
- d. **Notice of Chapter 9.90 Required.** The Owner shall provide a full copy of this chapter to Tenant with the notice.

C. Additional Requirements Upon Termination of a Tenancy for No-Fault Just Cause. Upon termination of a Tenancy for No-Fault Just Cause, the following additional provisions shall also apply:

1. The relocation assistance or rent waiver required by this section shall be in addition to the return of any deposit or security amounts owed to the Tenant.
2. Any relocation assistance or rent waiver to which a Tenant may be entitled to under this chapter shall be in addition to and shall not be credited against any other relocation assistance required by any other law.
3. If the Tenant fails to vacate after the expiration of the notice to terminate the Tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this section may be recoverable by Owner as damages in an action to recover possession.
4. If the Tenancy is being terminated on the basis of an Intended Occupant move in under Section 9.90.050(C)(1) and the Intended Occupant fails to move into the Residential Rental Unit within 90 days after the Tenant vacates, or fails to occupy the Residential 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. If the Intended Occupant moves into the unit within 90 days after the tenant vacates but dies before having occupied the 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.

- a. For a new tenancy commenced during the time periods described above, the unit shall be offered and rented or leased at the lawful rent in effect at the time any notice of termination of tenancy is served.
5. Among other remedies applicable to Owner's failure to comply with the terms of this chapter, an Owner's failure to strictly comply with this section shall render the notice of termination void.

9.90.070 **Enforcement and Remedies.**

A. General Provisions.

1. The enforcement mechanisms and remedies specified in this section are cumulative and in addition to any other enforcement mechanisms and remedies available under federal, State, County, and City law or ordinance for violation of this chapter or code.
2. It shall be unlawful for any Person to violate any provision or fail to comply with the requirements of this chapter. Each day that a violation continues is deemed to be a new and separate offense.
3. Any waiver of the rights under this chapter shall be void as contrary to public policy.

B. Remedies.

1. A Tenant claiming a violation of this chapter may file an action against an Owner in a court of competent jurisdiction.
2. A Tenant may seek injunctive relief, equitable relief, and money damages, including punitive damages, in a civil action against an Owner for a violation of this chapter.
3. A Tenant may raise, as an affirmative defense, any violation or noncompliance with this chapter in any action by an Owner to recover possession of a Residential Rental Unit.
4. Any attempt by an Owner to recover possession of a Residential Rental Unit or any actual recovery of possession of a Residential Rental Unit in violation of this chapter shall render the Owner liable to the Tenant in a civil action for all of the following:
 - a. Actual damages;
 - b. In the court's discretion, reasonable attorney's fees and costs.
 - c. Upon a showing that that 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.
5. The City may at its own discretion enforce this chapter under Chapters 1.12 and 1.22 of this code, including civil and criminal remedies.

9.90.080 **Sunset Clause.**

This chapter shall remain in effect until January 1, 2030, and as of that date is repealed unless otherwise extended by the City Council.

ORDINANCE NO. 2025-1253

(Revised 1-15-25)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, ADOPTING A JUST CAUSE FOR TERMINATION OF A RESIDENTIAL TENANCY ORDINANCE IN THE CITY OF IMPERIAL BEACH WHICH AMENDS THE IMPERIAL BEACH MUNICIPAL CODE TO ADD CHAPTER 9.90

WHEREAS, effective January 1, 2020, the Tenant Protection Act of 2019, Assembly Bill 1482 added Sections 1946.2, 1947.12, and 1947.13 to the California Civil Code ("TPA") which has been amended from time to time; and

WHEREAS, subject to certain exceptions, the TPA: (1) limits rent increases over the course of any 12-month period to 5% plus the "percentage change in the cost of living" (as defined), or 10%, whichever is lower; and (2) prohibits an "owner" (as defined in the TPA) of "residential real property" (as defined in the TPA) from terminating a tenancy without "just cause" (as defined in the TPA); and

WHEREAS, the TPA is intended to assist families to afford to keep a roof over their heads and provide California with important tools to combat the state's broader housing and affordability crisis; and

WHEREAS, the TPA expressly permits a landlord to evict a tenant for various no fault reasons; and

WHEREAS, the TPA expressly authorizes local agencies (like the City of Imperial Beach) to adopt ordinances that are "more protective" than the TPA, in which case, the "more protective" local ordinance will apply to non-exempt residential real property (Civ. Code § 1946.2(i)(1)(B)); and

WHEREAS, the City of Imperial Beach ("City") is a general law city incorporated under the laws of the State of California; and

WHEREAS, pursuant to its police power, the City may enact and enforce laws within its boundaries that promote the public health, morals, safety, or general welfare of the community and are not in conflict with general laws; and

WHEREAS, government at all levels has a substantial interest in protecting the public with respect to housing; and

WHEREAS, like many cities in San Diego County, the City of Imperial Beach is experiencing a housing affordability crisis and a humanitarian crisis of homelessness that would be exacerbated by the displacement of renters; and

WHEREAS, much of the City's housing stock was built before 1990 and most places built before 1990 have accessibility challenges, which creates barriers to finding suitable housing for individuals with accessibility needs; and

WHEREAS, a large portion of households in Imperial Beach are of lower income and earn 80% of the Area Median Income or less and many of these households pay more than 50% of their income towards housing costs as renters and homeowners; and

WHEREAS, Imperial Beach residents are experiencing high inflation, increased food and transportation costs, higher rents, and increased utility costs making it impossible to make ends meet. These households are at risk of failing to maintain housing and falling into homelessness; and

WHEREAS, given existing income levels of Imperial Beach residents and the existing high cost of housing in San Diego County, any increased housing costs will exacerbate existing housing affordability issues; and

WHEREAS, a tenant's sudden and immediate displacement caused by a no-fault eviction can have a profound impact on the financial, emotional, and professional stability of the tenant's life; and

WHEREAS, elderly and disabled individuals often live on fixed incomes and cannot absorb rent increases, leading to difficulty in maintaining, searching for, and finding housing to meet their unique needs, making them more susceptible to displacement; and

WHEREAS, it is reported by the Legal Aid Society of San Diego that a significant number of clients in the San Diego County region are experiencing no fault evictions; and

WHEREAS, in Imperial Beach specifically, numerous tenants of residential real property have recently reported that their landlords are evicting or are threatening to evict them for the purpose of substantially remodeling their units; and

[WHEREAS, the City Council created an ad hoc of the City Council to further study this issue and the ad hoc held public outreach meetings and heard various public comments related to these issues; and](#)

[WHEREAS, most of the public comments from tenants related to being evicted for substantial remodel from large complexes owned by larger landlords or corporations; and](#)

[WHEREAS, multiple public comments were received from smaller landlords who expressed concerns about smaller landlords being detrimentally impacted by any additional regulations other than State law, with various public comments about how many units would equate to a smaller landlord; and](#)

[WHEREAS, the Council intends that this ordinance balance the interest of various stakeholders to provide greater tenant protections in the area that has most consistently been expressed as a problem in Imperial Beach while also acknowledging the potential impacts to smaller landlords in Imperial Beach; and](#)

WHEREAS, the City is concerned that, without "more protective" local eviction control provisions, mass displacement of tenants will result in various problems for the displaced tenants and the City in general, such as more homelessness in the City; and

WHEREAS, the Council intends that this ordinance address threats to the public health, safety, and welfare of the residents of the City, to ensure that residents continue to have stable housing, and to protect residents from homelessness; and

WHEREAS, the additional protections included in the ordinance will assist displaced renters to decrease the negative impacts to the displaced tenants and the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF IMPERIAL BEACH, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Recitals

The City Council finds the foregoing recitals to be true and correct, and hereby incorporates such recitals as findings into this ordinance.

SECTION 2. Environmental Review

The City Council finds and determines that the adoption of this ordinance is exempt from the California Environmental Quality Act (CEQA) under State CEQA Guidelines Section 15060(c)(2), in that the adoption of this ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this ordinance will have a significant effect on the environment.

SECTION 3. Just Cause Ordinance

The Imperial Beach Municipal Code is hereby amended to add Chapter 9.90 “Just Cause for Termination of a Residential Tenancy Ordinance” as fully set forth in Exhibit “A” to this ordinance which is incorporated herein by reference.

SECTION 4. Relationship to Civil Code Section 1946.2

- A. The just cause for termination of a residential tenancy under this local ordinance is consistent with the State of California’s Tenant Protection Act of 2019, including Section 1946.2 of the Civil Code.
- B. This local ordinance is more protective than Section 1946.2 of the Civil Code because it further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, and provides additional tenant protections that are not prohibited by any other provision of law.
- C. It is the City's intent that its residential tenants be afforded the strongest protections available under the law. If any other governmental entity (including without limitation, the United States Government, the State of California, and the County of San Diego) adopts stronger tenant protections that apply to residential tenants in the City of Imperial Beach, then the stronger tenant protections shall prevail, and the City shall not enforce conflicting tenant protections in this ordinance.

SECTION 5. Effective Date.

This ordinance shall be effective thirty (30) days after its adoption. Within fifteen (15) days after its adoption, the City Clerk of the City of Imperial Beach shall cause this ordinance to be published pursuant to the provisions of Government Code section 36933.

SECTION 6. Severability

If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this ordinance are declared to be severable.

SECTION 7. Publication

The City Clerk shall certify the adoption of this ordinance and cause it to be published at least once within fifteen (15) days after its adoption.

INTRODUCED AND FIRST READ at a regular meeting of the City Council of the City of Imperial Beach, California on the 15th day of January 2025, by the following vote:

- AYES: Councilmembers –
- NOES: Councilmembers –
- ABSTAIN: Councilmembers –
- ABSENT: Councilmembers –

Paloma Aguirre, Mayor

ATTEST:

Jacqueline Kelly, City Clerk

APPROVED AS TO FORM:

Jennifer M. Lyon, City Attorney

EXHIBIT A to Regular Ordinance 2025-1253

Chapter 9.90

JUST CAUSE FOR TERMINATION OF A RESIDENTIAL TENANCY ORDINANCE

Sections:

- 9.90.010 Title and Purpose.
- 9.90.020 Promulgation of Administrative Regulations.
- 9.90.030 Definitions.
- 9.90.040 Residential Tenancies Not Subject to this Chapter.
- 9.90.050 Just Cause Required for Termination of Tenancy.
- 9.90.060 Requirements Upon Termination of Tenancy.
- 9.90.070 Enforcement and Remedies.
- 9.90.080 Sunset Clause.

9.90.010 **Title and Purpose.**

A. **Title.** This chapter shall be known as the Just Cause for Termination of a Residential Tenancy Ordinance and may be referred to herein as the Just Cause Ordinance.

B. **Purpose.** Subject to the provisions of applicable law, the purpose of this Just Cause Ordinance is to require just cause for termination of residential tenancies consistent with California Civil Code Section 1946.2, to further limit the reasons for termination of a residential tenancy, to require greater tenant relocation assistance in specified circumstances, and to provide additional regulations. Nothing in this chapter shall be construed as to prevent the lawful eviction of a tenant by appropriate legal means.

C. **Intent and Severability.** This chapter is intended to supplement any applicable State and federal law and provide further protection for certain tenants. Any provisions of applicable State or federal law that provide greater or additional protections for tenants than this chapter shall apply. If this chapter does not apply to a tenant, then applicable State law shall apply. If any provision of this chapter is invalidated, any applicable State and federal law shall apply in place of the invalidated provision.

9.90.020 **Promulgation of Administrative Regulations.** The City Manager is authorized to establish, consistent with the terms of this chapter, Administrative Regulations necessary to carry out the purposes of this chapter. Administrative Regulations shall be published on the City's website and maintained and available to the public in the Office of the City Clerk. Administrative Regulations promulgated by the City Manager shall become effective and enforceable under the terms of this chapter thirty (30) days after the date of publication on the City's website.

9.90.030 **Definitions.** When used in this chapter, the following words and phrases shall have the meanings ascribed to them below. Words and phrases not specifically defined below shall have the meanings ascribed to them elsewhere in this code or shall otherwise be defined by common usage. For definitions of nouns, the singular shall also include the plural; for definitions of verbs, all verb conjugations shall be included. Any reference to state laws, including references to any State statutes or regulations, is deemed to include any successor or amended version of the referenced statute or regulations promulgated thereunder consistent with the terms of this chapter.

“Administrative Regulations” means regulations that implement this chapter authorized by the City Manager pursuant to Section 9.90.020.

“City” means the City of Imperial Beach.

“City Attorney” means the City Attorney of the City of Imperial Beach, or designee.

“City Manager” means the City Manager of the City of Imperial Beach, or designee.

“County” means the County of San Diego.

“Disabled” means an individual with a disability, as defined in California Government Code section 12955.3.

“Elderly” means an individual sixty-two (62) years old or older.

“Enforcement Officer” means the Director of the Community Development Department, any Code Enforcement Officer, the Building Official, any sworn deputy of the San Diego Sheriff’s Department, the Fire Chief, the Fire Marshal, or any other City department head (to the extent responsible for enforcing provisions of this code), their respective designees, or any other City employee designated by the City Manager to enforce this chapter.

“Family Member” means the sibling, spouse, domestic partner, children, grandchildren, parents or grandparents of the residential unit Owner.

“Intended Occupant” means the Owner of the Residential Rental Unit or the Owner’s spouse, domestic partner, child, grandchild, parent, or grandparent.

“Occupant Owner” means any of the following:

1. An owner who is a natural person that has at least a 25 percent recorded ownership interest in the property.
2. An owner who is a natural person who has any recorded ownership interest in the property if 100 percent of the recorded ownership interest is divided among owners who are related to each other as Family Members.

3. An owner who is a natural person whose recorded interest in the property is owned through a limited liability company or partnership.

For purposes of the “Occupant Owner” definition, a “natural person” includes any of the following: (a) a natural person who is a settlor or beneficiary of a family trust; or (b) if the property is owned by a limited liability company or partnership, a natural person with a 25 percent ownership interest in the property. A “family trust” means a revocable living trust or irrevocable trust in which the settlers and beneficiaries of the trust are persons who are related to each other as Family Members. A “beneficial owner” means a natural person or family trust for whom, directly or indirectly and through any contractual arrangement, understanding, relationship, or otherwise, and any of the following applies: (a) the natural person exercises substantial control over a partnership or limited liability company; (b) the natural person owns 25 percent or more of the equity interest of a partnership or limited liability company; (c) the natural person receives substantial economic benefits from the assets of a partnership.

“Owner” (including the term “Landlord”) means any Person, acting as principal or through an agent, having the right to offer a Residential Rental Unit for rent. As the context may require, “Owner” shall also include a predecessor in interest to the Owner.

“Person” means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

“Residential Rental Complex” means one or more buildings, located on a single lot or contiguous lots, containing fifteen or more Residential Rental Units rented or owned by the same Owner.

“Residential Rental Unit” means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.

“State” means the State of California.

“Substantial Remodel” means either of the following that cannot be reasonably accomplished in a safe manner that allows the tenant to remain living in the place and that requires the Tenant to vacate the residential real property for at least 30 consecutive days:

1. The replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency.
2. The abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws.

A Tenant is not required to vacate the Residential Rental Unit on any days where a Tenant could continue living in the Residential Rental Unit without violating health, safety, and habitability codes and laws.

Cosmetic improvements alone, including, but not limited to, painting, decorating, flooring replacement, cabinet replacement, counter replacement, window replacement, removal of interior wall coverings solely for the installation of insulation, and minor repairs, or other work

that can be performed safely without having the Residential Rental Unit vacated, do not constitute a Substantial Remodel.

“Tenancy” means the lawful occupation of a Residential Rental Unit and includes a lease or sublease.

“Tenant” means a tenant, subtenant, lessee, sublessee, resident manager, or any other individual entitled by written or oral agreement to the use or occupancy of any Residential Rental Unit.

9.90.040 **Residential Tenancies Not Subject to this Chapter.**

This chapter shall not apply to the following types of residential tenancies or circumstances:

A. Single-family Owner-occupied residences, including a mobilehome, 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.

B. A property containing two separate dwelling units within a single structure in which the Owner occupied 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.

C. A Residential Rental Unit that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

1. The Owner is not any of the following:

- a. A real estate investment trust, as defined in section 856 of the Internal Revenue Code.
- b. A corporation.
- c. A limited liability company in which at least one member is a corporation.
- d. Management of a mobilehome park, as defined in Section 798.2 of the California Civil Code.

2. The Tenants have been provided written notice that the Residential Rental Unit is exempt from this section using the following statement:

“This property is not subject to the rent limits imposed by section 1947.12 of the California Civil Code and is not subject to Just Cause requirements of section 1946.2 of the California Civil Code and Chapter 9.90 of the Imperial Beach Municipal Code. This property meets the requirements of sections 1947.12(d)(5) and 1946.2(e)(8) of the California Civil Code and Section 9.90.040(C) of the Imperial Beach Municipal Code, and the Owner is not any of the following: (1) a real estate investment trust, as defined in Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

For a Tenancy existing before March 22, 2025, the notice required above may, but is not required to, be provided in the rental agreement. For a Tenancy commenced or renewed on or after March 22, 2025, the notice required above shall be provided in the rental agreement. Addition of a provision containing the notice required above to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of Section 9.90.050(B)(5).

D. A homeowner in a mobilehome, as defined in California Civil Code Section 798.9 or a tenancy as defined in California Civil Code Section 798.12 which is subject to the protections of Mobilehome Residency Law.

E. Transient and tourist hotel occupancy as defined in California Civil Code Section 1940(b).

F. Any residential occupancy by reason of concession, permit, right of access, license or other agreement for a period for 30 consecutive calendar days or less, counting portions of calendar days as full days, including Short-Term Rental occupancies as defined in Imperial Beach Municipal Code Chapter 19.04.

G. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly as defined in California Health and Safety Code Section 1569.2, 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 California Department of Social Services.

H. Residential Property or Dormitories owned by the City, an institution of higher education, or a kindergarten and grades 1 to 12, inclusive.

I. Housing accommodations in which the tenant shares a bathroom or kitchen facilities with the Owner who maintains their principal residence at the Residential Rental Unit.

J. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for individuals and families of very low, low, or moderate income as defined in California Health and Safety Code Section 50093, or subject to an agreement that provides housing subsidies for affordable housing for individuals and families of very low, low, or moderate income as defined in California Health and Safety Code Section 50093 or comparable federal statutes. This exclusion shall not apply to a Tenant with a Section 8 Housing Choice Voucher and such Tenancies shall be governed by this chapter.

K. Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome.

9.90.050 Just Cause Required for Termination of Tenancy.

A. **Prohibition.** After a Tenant has continuously and lawfully occupied a Residential Rental Unit for 12 months, no Owner of a Residential Rental Unit shall terminate a Tenancy without Just

Cause. A Just Cause basis for Termination of Tenancy includes both “At Fault Just Cause” and “No-Fault Just Cause” circumstances as described below.

B. At Fault Just Cause. At Fault Just Cause means any of the following at fault just cause reasons as specified in Civil Code 1946.2 (b)(1):

1. Default in payment of rent.
2. A breach of material term of the lease, as described in paragraph (3) of Section 1161 of the California 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.
3. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
4. Committing waste as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
5. The 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 Owner, 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 section or any other provision of law. Addition of a provision allowing the Owner to terminate the Tenancy to allow for occupancy by the Owner or Owner’s Family Member as described in Section 9.90.050(C)(1), below, shall constitute a “similar provision” for the purposes of this subsection.
6. Criminal activity by the Tenant at the Residential Rental Unit, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the California Penal Code, on or off the property where the Residential Rental Unit is located, that is directed at any Owner, any agent of the Owner where the Residential Rental Unit is located.
7. Assigning or subletting the premises in violation of the Tenant’s lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
8. The Tenant’s refusal to allow the Owner to enter the Residential Rental Unit as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.
9. Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
10. 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 California Code of Civil Procedure.

11. When the Tenant fails to deliver possession of the Residential Rental Unit after providing the Owner written notice as provided in Section 1946 of the California Civil Code 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 Owner but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

C. No-Fault Just Cause. No-Fault Just Cause means any of the following:

1. **Intent to Occupy.** Intent to occupy the Residential Rental Unit by the Owner or the Owner's spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum of 12 continuous months as that person's primary residence.

(a) For leases entered into on or after March 22, 2025, if the lease is for a tenancy in a mobilehome, Intent to Occupy shall only be a No-Fault Just Cause basis for termination if the Tenant agrees, in writing, to the termination, or if a provision of the lease allows the Owner to terminate the lease if the Owner, or the Owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of Section 9.90.050(B)(5).

(b) 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.

(c) Intent to Occupy shall only be a No-Fault Just Cause basis for termination if the Intended Occupant moves into the Residential Rental Unit within 90 days after the Tenant vacates and occupies the Residential Rental Unit as a primary residence for at least 12 consecutive months.

2. **Compliance with Government or Court Order.** The Tenancy is terminated on the basis of the Owner's compliance with any of the following:

a. An order issued by a government agency or court relating to habitability that necessitates vacating the Residential Rental Unit; or

b. An order issued by a government agency or court to vacate the Residential Rental Unit; or

c. A local ordinance that necessitates vacating the Residential Rental Unit.

If it is determined by any government agency or court that the Tenant is at fault for the condition or conditions triggering the order or need to vacate under this subsection, the Tenant shall not be entitled to relocation assistance as set forth in [this chapter](#)~~State law~~.

3. **Withdrawal From the Rental Market.** The Tenancy is terminated on the basis of the Owner's decision to withdraw the Residential Rental Unit from the rental market.

4. **Substantial Remodel or Demolition.** The Tenancy is terminated because of the Owner's intent to Substantially Remodel or demolish a Residential Rental Unit. The Owner may not require the Tenant to vacate the Residential Rental Unit on any days where a Tenant could continue living in the Residential Rental Unit without violating health, safety, and habitability codes and law.

D. Notice to Tenant of Tenant Protection Provisions Required. An Owner of a Residential Rental Unit subject to this chapter shall provide written notice to the Tenant as follows:

"California law limits the amount your rent can be increased. See California Civil Code section 1947.12 for more information. Local law also provides that after a tenant has continuously and lawfully occupied the property for 12 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Imperial Beach Municipal Code Chapter 9.90 for more information."

For a Tenancy in a Residential Rental Unit subject to this chapter existing before the effective date of this chapter, the notice required above shall be provided [in writing](#) to the Tenant directly or as an addendum to the lease or rental agreement no later than March 22, 2025. For a Tenancy in a Residential Rental Unit subject to this chapter commenced or renewed on or after March 22, 2025, the notice required above shall be included as an addendum to the lease or rental agreement, or as a written notice signed by the Tenant, with a copy provided to the Tenant.

The provision of this notice shall be subject to California Civil Code Section 1632.

E. Reporting Requirements. Owners and Tenants shall provide City with information regarding termination of Tenancies at such time(s) and with such details as shall be required by City in the attendant Administrative Regulations.

F. Owner Acknowledgement. When an Owner applies for a City of Imperial Beach business license to operate, the Owner will be required to acknowledge that he or she has read and will abide by this chapter if applicable to the Residential Rental Unit.

G. Copy to Tenant. For a Tenancy in a Residential Rental Unit subject to this chapter commenced or renewed on or after on or after March 22, 2025, the Owner must provide a copy of this chapter to the Tenant upon entering into the lease.

9.90.060 Requirements Upon Termination of a Tenancy.

A. Requirements Upon Termination of a Tenancy for At Fault Just Cause. Before an Owner of a Residential Rental Unit issues a notice to terminate a Tenancy for At Fault Just Cause that is a curable lease violation after a Tenant has continuously and lawfully occupied a Residential Rental Unit for 12 months, the Owner shall first give written notice of the violation to the Tenant including a description of the violation (or violations) and an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California 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.

B. Requirements Upon Termination of a Tenancy for No-Fault Just Cause. Upon termination of a Tenancy for No-Fault Just Cause after a Tenant has continuously and lawfully occupied a Residential Rental Unit for 12 months, an Owner of a Residential Rental Unit shall provide notice and relocation assistance as follows:

1. **Termination of a Tenancy in Unit in a Residential Rental Complex for Substantial Remodel or Demolition.** When an Owner terminates a Tenancy of a Residential Rental Unit in a Residential Rental Complex for No-Fault Just Cause for a Substantial Remodel or Demolition, the Owner shall provide notice and relocation assistance to the Tenant as follows:

a. **Notice to Tenant Required.** The Owner shall give written notice to the Tenant ~~at least 90 days~~ prior to the proposed date of termination as required by State law. ~~If notice is being provided to a Tenant who is Elderly or Disabled, the notice shall be given at least 120 days prior to the proposed date of termination.~~ Such notice shall include any applicable State law requirements, including but not limited to California Code of Civil Procedure Section 1162 and California Civil Code section 1946.1:

i. **Notice of Basis for No-Fault Just Cause Termination.** The Owner's decision to terminate the Tenancy and a description of the basis for said termination;

ii. **Notice of Right to Relocation Assistance.** The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within fifteen (15) calendar days of service of the notice or the last day of legal occupancy, whichever comes first; and

iii. **Notice of Substantial Remodel or Demolition.** The following statement must be included in the written notice:

"If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer."

The written notice shall additionally contain a description of the Substantial Remodel to be completed, the approximate expected duration of the Substantial Remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with one of the following:

(a) A copy of the permit or permits required to undertake the Substantial Remodel or demolition; or

- (b) If the Substantial Remodel is due to abatement of hazardous materials and does not require any permit, a copy of the signed contract with the contractor hired by the Owner to complete the Substantial Remodel, that reasonably details the work that will be undertaken to abate the hazardous materials.

The written notice shall additionally indicate that if the Tenant is interested in reoccupying the Residential Rental Unit following the Substantial Remodel, the Tenant shall inform the Owner of the Tenant's interest in reoccupying the Residential Rental Unit following the Substantial Remodel and provide to the Owner the Tenant's address, telephone number, and email address.

- b. **Notice to City Required.** The Owner shall provide written notice to the City of the No-Fault Just Cause Termination of Tenancy no later than three (3) business days after the date the Owner provides the required notice to the Tenant. Such notice to City shall be provided on a form approved by City for such purpose and in the manner specified in the attendant Administrative Regulations.
- c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income, at the Owner's option, do one of the following to assist the Tenant to relocate:
 - i. Provide a direct payment to the Tenant in an amount equal to one month of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy, AND one month of actual then in effect contract rent under Tenant's lease. **[COUNCIL OPTION TO ADD: (1) If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to two months of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy, AND one month of actual then in effect contract rent under Tenant's lease. OR (2) If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to one month of the U.S. Department of Housing and Urban Development's Small Area Fair Market Rents Amount for the zip code in which the Residential Rental Unit is located when the Owner issued the notice to terminate the Tenancy, AND two months of actual then in effect contract rent under Tenant's lease.]** ; or
 - ii. Waive in writing and not collect the payment by Tenant of then due or future rent otherwise due under the lease in an amount equivalent to the direct payment described in (i), above.
- d. **Return of Deposit Required.** Unless otherwise provided by State law, the Owner shall return to Tenant the Tenant's full deposit within the timeframe specified by State law ~~or an amount equivalent to the deposit within fifteen (15) calendar days of service of the notice or the last day of legal occupancy, whichever comes first.~~
- e. **Notice of Chapter 9.90 Required.** The Owner shall provide a full copy of this chapter to Tenant with the notice.

2. **Termination of a Tenancy in Unit in a Residential Rental Complex for a No-Fault Just Cause Reason Other than Substantial Remodel or Demolition.** When an Owner terminates a Tenancy of a Residential Rental Unit in a Residential Rental Complex for No-Fault Just Cause other than Substantial remodel or demolition, the Owner shall provide notice and relocation assistance to the Tenant as follows:

a. **Notice to Tenant Required.** The Owner shall give written notice to the Tenant ~~at least 90 days~~ prior to the proposed date of termination as required by State law. ~~If notice is being provided to a Tenant who is Elderly or Disabled, the notice shall be given at least 120 days prior to the proposed date of termination.~~ Such notice shall include any applicable State law requirements, including but not limited to California Code of Civil Procedure Section 1162 and California Civil Code section 1946.1:

i. **Notice of Basis for No-Fault Just Cause Termination.** The Owner's decision to terminate the Tenancy and a description of the basis for said termination;

ii. **Notice of Right to Relocation Assistance.** The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant no later than the last day of legal occupancy; and

iii. **Notice of Intended Occupant.** If the Tenancy is being terminated on the basis of Intent to Occupy under Section 9.90.050(C)(1), above, the written notice must identify the name or names and relationship to the Occupant Owner of the intended occupant. The written notice shall additionally include notification that the Tenant may request proof that the intended occupant is an Occupant Owner or related to the Occupant Owner. The proof shall be provided upon request and may include an operating agreement and other non-public documents.

b. **Notice to City Required.** The Owner shall provide written notice to the City of the No-Fault Just Cause Termination of Tenancy no later than three (3) business days after the date the Owner provides the required notice to the Tenant. Such notice to City shall be provided on a form approved by City for such purpose and in the manner specified in the attendant Administrative Regulations.

c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income, provide the relocation assistance required per State law under Civil Code section 1946.2.

d. **Notice of Chapter 9.90 Required.** The Owner shall provide a full copy of this chapter to Tenant with the notice.

3. **Tenancy in Unit Not in a Residential Rental Complex.** When an Owner terminates a Tenancy of a Residential Rental Unit that is not in a Residential Rental Complex for No-Fault Just Cause, the Owner shall provide notice and relocation assistance to the Tenant as follows:

- a. **Notice to Tenant Required.** The Owner shall give written notice to the Tenant ~~at least 90 days~~ prior to the proposed date of termination as required by State law. ~~If notice is being provided to a Tenant who is Elderly or Disabled, the notice shall be given at least 120 days prior to the proposed date of termination.~~ Such notice shall include any applicable State law requirements, including but not limited to California Code of Civil Procedure Section 1162 and California Civil Code section 1946.1:
- i. **Notice of Basis for No-Fault Just Cause Termination.** The Owner's decision to terminate the Tenancy and a description of the basis for said termination.
 - ii. **Notice of Right to Relocation Assistance.** The Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Owner elects to waive the Tenant's rent, the notice shall state the amount of rent waived and that no rent is due for the final corresponding month of the Tenancy. Any relocation assistance payment shall be provided by the Owner to the Tenant within fifteen (15) calendar days of service of the notice; and
 - iii. **Notice of Intended Occupant.** If the Tenancy is being terminated on the basis of Intent to Occupy under Section 9.90.050(C)(1), above, the written notice must identify the name or names and relationship to the Occupant Owner of the intended occupant. The written notice shall additionally include notification that the Tenant may request proof that the intended occupant is an Occupant Owner or related to the Occupant Owner. The proof shall be provided upon request and may include an operating agreement and other non-public documents.
 - iv. **Notice of Substantial Remodel or Demolition.** If the Tenancy is being terminated on the basis of a Substantial Remodel or Demolition under 9.90.050(C)(4), above, the following statement must be included in the written notice:

"If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer."

The written notice shall additionally contain a description of the Substantial Remodel to be completed, the approximate expected duration of the Substantial Remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with one of the following:

- (a) A copy of the permit or permits required to undertake the Substantial Remodel or demolition; or
- (b) If the Substantial Remodel is due to abatement of hazardous materials and does not require any permit, a copy of the signed contract with the contractor

hired by the owner to complete the Substantial Remodel, that reasonably details the work that will be undertaken to abate the hazardous materials.

The written notice shall additionally indicate that if the Tenant is interested in reoccupying the Residential Rental Unit following the Substantial Remodel, the Tenant shall inform the Owner of the Tenant's interest in reoccupying the Residential Rental Unit following the Substantial Remodel and provide to the Owner the Tenant's address, telephone number, and email address.

- b. **Notice to City Required.** The Owner shall provide written notice to the City of the No-Fault Just Cause Termination of Tenancy no later than three business (3) days after the date the Owner provides the required notice to the Tenant. Such notice to City shall be provided on a form approved by City for such purpose and in the manner specified in the attendant Administrative Regulations.
- c. **Relocation Assistance Required.** The Owner shall, regardless of the Tenant's income, provide the relocation assistance required per State law under Civil Code section 1946.2.
- d. **Notice of Chapter 9.90 Required.** The Owner shall provide a full copy of this chapter to Tenant with the notice.

C. Additional Requirements Upon Termination of a Tenancy for No-Fault Just Cause.

Upon termination of a Tenancy for No-Fault Just Cause, the following additional provisions shall also apply:

1. The relocation assistance or rent waiver required by this section shall be in addition to the return of any deposit or security amounts owed to the Tenant.
2. Any relocation assistance or rent waiver to which a Tenant may be entitled to under this chapter shall be in addition to and shall not be credited against any other relocation assistance required by any other law.
3. If the Tenant fails to vacate after the expiration of the notice to terminate the Tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this section may be recoverable by Owner as damages in an action to recover possession.
4. If the Tenancy is being terminated on the basis of an Intended Occupant move in under Section 9.90.050(C)(1) and the Intended Occupant fails to move into the Residential Rental Unit within 90 days after the Tenant vacates, or fails to occupy the Residential 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. If the Intended Occupant moves into the unit within 90 days after the tenant vacates but dies before having occupied the 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.

- a. For a new tenancy commenced during the time periods described above, the unit shall be offered and rented or leased at the lawful rent in effect at the time any notice of termination of tenancy is served.
5. Among other remedies applicable to Owner's failure to comply with the terms of this chapter, an Owner's failure to strictly comply with this section shall render the notice of termination void.

9.90.070 **Enforcement and Remedies.**

A. General Provisions.

1. The enforcement mechanisms and remedies specified in this section are cumulative and in addition to any other enforcement mechanisms and remedies available under federal, State, County, and City law or ordinance for violation of this chapter or code.
2. It shall be unlawful for any Person to violate any provision or fail to comply with the requirements of this chapter. Each day that a violation continues is deemed to be a new and separate offense.
3. Any waiver of the rights under this chapter shall be void as contrary to public policy.

B. Remedies.

1. A Tenant claiming a violation of this chapter may file an action against an Owner in a court of competent jurisdiction.
2. A Tenant may seek injunctive relief, equitable relief, and money damages, including punitive damages, in a civil action against an Owner for a violation of this chapter.
3. A Tenant may raise, as an affirmative defense, any violation or noncompliance with this chapter in any action by an Owner to recover possession of a Residential Rental Unit.
4. Any attempt by an Owner to recover possession of a Residential Rental Unit or any actual recovery of possession of a Residential Rental Unit in violation of this chapter shall render the Owner liable to the Tenant in a civil action for all of the following:
 - a. Actual damages;
 - b. In the court's discretion, reasonable attorney's fees and costs.
 - c. Upon a showing that that 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.
5. The City may at its own discretion enforce this chapter under Chapters 1.12 and 1.22 of this code, including civil and criminal remedies.

9.90.080 **Sunset Clause.**

This chapter shall remain in effect until January 1, 2030, and as of that date is repealed unless otherwise extended by the City Council.

From: [Mark Williams](#)
To: [Public Comments](#)
Subject: Agenda item 9a.
Date: Sunday, January 12, 2025 6:36:33 PM
Attachments: [250112 AdHoc agenda 9A response for city council.pdf](#)

CAUTION: This email is from an External source. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Thank you

Mark Williams



1 Dear Imperial Beach City Council,

2 Happy New Year 2025

3 I am very disappointed with the IB Ad Hoc Committee recommendations as they don't really address any
4 of the concerns or needs of the many small owners and Housing Providers that spoke at the two
5 meetings. The recommendations seem rushed, biased towards the Terrorist group ACCE whose
6 members made phone threats towards a local family that was directed towards their young children. On
7 top of that this same group protested at this family's home and further terrorized the family by breaking
8 windows. The behavior is clearly unacceptable. ACCE and their members need to pay for the damage
9 done and the person(s) who threw the rocks needs to admit what she did.

10 California law can be improved upon. The Ad Hoc committee heard from Leon Gray, a local resident and
11 local business owner who said that he started an eviction process last June and now 7 months later may
12 lose his home because he cannot rent a room, which he did, and legal cost are extremely high. This
13 committee was asked to place into city ordinances a default eviction and default lock out (removal of
14 the nonpaying tenants) within a reasonable period. It's in your power to help save Leon Gray's home,
15 yet it was ignored.

16 When are people going to be accountable for themselves? Running up debt and not being responsible.
17 Every not pay on your car? It's repossessed without going to court. Not paying your property tax your
18 home is sold at auction for taxes. Not pay on your house? It's foreclosed upon. Not pay for your hotel
19 room? Police come and remove you pretty fast. Not pay your unsecured loan, a credit card, they cancel
20 it. Then sue you in civil court and garnish your wages. The sleazy people go bankrupt. It's very hard and
21 adds cost to evict non- paying tenants. Housing is a business, not a right; and certainly not owed to
22 anyone.

23 It was brought up the need to tenants to have and maintain renters insurance. Here in IB on January 1,
24 2025 early morning one unit in an eight unit apartment building had a fire start in the kitchen. This
25 immediately made the entire building uninhabitable for a period of time.

26 At a minimum two units will be unavailable for months.

27 Where are these people going to go?

28 It's no fault of the property owners or the landlord that the fire started. The downstairs unit certainly
29 did not contribute to this. But everyone suffered.

30 **Renters insurance will make the tenants whole on losses of personal property and will pay additional**
31 **living expenses until they get back to the same unit or find another place.**

32 This is a burden that a landlord should not be responsible for, yet requiring it is legal. Then the tenants
33 cancel it to get some money back.

34 Now, let's go to Los Angeles. We are not immune from the disasters and could easily lose an entire
35 building. Where will those people go? Many were in rent controlled buildings. The new building will not
36 fall under rent control laws.

37 Having renters insurance is smart. City required places the entire burden on the individual. Additional
38 benefits come from some liability insurance. Paying off for a dog bite, paying off if your home is broken
39 into.

40 Renters insurance does nothing for the landlord, it only benefits the tenants.

41 ***The state mandates auto liability insurance...***

42

43 The Ad Hoc committee ignored or wantonly overlooked that cost is a huge factor of ownership. As
44 housing providers we must pay or bills. Mortgage, Taxes, Insurance, Maintenance, Landscaping, and
45 Employee wages, Credit Cards, everything that goes into property ownership and care. And yes, if our
46 BUSINESS doesn't make a PROFIT we leave. As cost increase it is unfair to place that burden on one
47 person or identity. If the city is seeking affordable housing then the city needs to build it, and manage it
48 like anyone else. Not pretending to be Robin Hood and take it from someone else. How can this be
49 remotely acceptable?

50 Reference starting agenda page 85; the issue at hand I would urge a no vote on the emergency order.
51 The owners bought the property in good faith. They provided all the legal notices. They provided far
52 more than the state requires. And have invested heavily into this. Any delays caused by passing an
53 emergency order would cost them thousands. Since this is a last ditch effort directed at people who
54 have already invested their time and money, how is our city going to make them whole? It will cost us all
55 in court cost and litigation. So do we take money from the Fire Department and Sheriff? Do we get rid of
56 Parks and Recreation? Do we sell off city assets? Sharpen your pencils.

57 A question I have is where did the magic number of 14 come from? I read this as I am safe and the rules
58 don't apply until I purchase one more unit...

59

60 As far a long term ordinance it again has failed to meet the needs of the community. Again it reads like
61 the work of the terrorist group ACCE. Again, the state mandates are enough. Our city does not need to
62 pile on more.

63 Yes, we need to address housing in our community; from all points of view. And as housing providers we
64 need help getting our properties back from nonpaying tenants, and to get out people who cause the
65 community problems. This should be inclusive with any changes.

66 I suggest a special committee of landlords and tenants be formed. Ten people who must be full time
67 Imperial Beach residents for a minimum of five years; two each appointed by each council member and

68 two by the mayor. This committee will develop their own processes and select a leader. This committee
69 will make bi-monthly reports to the city and will provide a recommendation that provides balanced rules
70 for both housing providers and tenants.

71 Thank you

72 Mark Williams

From: [Sandra Brillhart](#)
To: [Public Comments](#)
Subject: Agenda Item 9a - Support adopting urgency ordinance and/or introduce regular ordinance
Date: Sunday, January 12, 2025 7:59:04 PM

CAUTION: This email is from an External source. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Thanks to City staff and the Ad Hoc Tenant Protections Committee for the work that has been done on this matter and for preparing a proposed local ordinance for consideration tonight. The proposed ordinance should help alleviate the housing insecurity experienced by too many of our neighbors without imposing undue hardship on affected landlords and property owners. The extra protections for elderly and disabled tenants, who are most vulnerable, are warranted and reasonable.

Every member of City Council should support a local ordinance and vote to pass it as an urgency ordinance to help those who are in crisis situations now. A two month delay could result in unnecessary evictions and increase the likelihood of homelessness for many long term IB residents who have done nothing wrong.

If there are not sufficient votes to pass an urgency ordinance, every councilmember should support adopting the ordinance through the normal process. It would be unconscionable for any councilmember to ignore the pleas of so many of their constituents and not support a local ordinance to better protect them when it is clear that the existing state law is insufficient.

After the ordinance is in effect, in addition to pursuing incentives for property owners as stated in the staff report, I suggest creating a tenant/landlord advisory committee to monitor the effectiveness of the ordinance and recommend modifications as appropriate while it is in effect.

Respectfully,
Sandy Brillhart



From: Dan Feder

Sent: Monday, December 16, 2024 2:07 PM

To: tfoltz@imperialbeach.gov

Cc: carol.seabury@imperialbeachca.gov; ecortez@imperialbeachca.gov;
jack.fisher@imperialbeachca.gov; matthew.leyba-gonzalez@imperialbeachca.gov;
mitch.mckay@imperialbeachca.gov; paloma.aguirre@imperialbeachca.gov;
trolfe@imperialbeachca.gov; Nelson, John <John.Nelson@procopio.com>

Subject: My statement for today's City of Imperial Beach Tenant Protections Ad Hoc Committee

Importance: High

Dear Mr. Foltz,

I am writing regarding the Hawaiian Gardens building project. As developers of two prior successful projects in Imperial Beach, we have consistently focused on helping to solve the housing crisis by creating quality homes for the "missing middle" - an often overlooked but crucial segment of our community. We are deeply concerned by the unprecedented controversy surrounding this particular development. We categorically deny all allegations against us and emphasize that our track record demonstrates our commitment to providing quality housing in this community.

Key facts about this project:

1. Timeline and Investment:

- Collaborating with the City since April 2023; acquired property in June 2023
- \$30 million total investment (\$19M acquisition, \$11M Construction Investment)
- Current rental income does not cover monthly mortgage costs
- The City reviewed and approved all construction permits, being instrumental in the building planning process
- The necessary renovations should not surprise anyone, as they were clearly detailed in the approved permits
- It is frustrating to face opposition to work that was previously reviewed and approved by the City

2. Building Condition and Safety:

- 51-year-old structure, 21 years past intended lifespan
- Over 330 maintenance work orders closed (3X industry average)
- According to the listing agent's documentation, banks refused financing due to condition

- Half of residents have voluntarily relocated due to building concerns

3. Resident Support (Exceeding Requirements):

- 90-day notices provided to all residents, when legally required for only one resident (30-60 days required for others)
- Full deposit returns
- Relocation assistance
- 7-day maintenance response time

4. Housing Contributions:

- 15% increase in city's three-bedroom Family Homes apartment inventory
- 10 new ADU units (20% of city's annual ADU goal)

5. Operational Challenges:

- Our maintenance vehicles have been towed while conducting necessary repairs
- Staff members have experienced concerning interactions while performing their duties
- These situations create unnecessary obstacles to maintaining the property

6. Independent Third-Party Validation Enclosed (From Marcus & Millichap Listing Broker):

- Property suffered from significant deferred maintenance under previous ownership
- Multiple potential buyers passed on the purchase due to the extensive repairs needed
- Unit rents were 30-40% below market rate for comparable properties
- Several prominent apartment lenders declined financing due to building condition
- The broker confirms our track record of successfully improving blighted properties and enhancing surrounding neighborhoods
- The property was widely recognized as requiring comprehensive construction and redevelopment

We strongly encourage the City to consult with the California Apartment Association and Southern California Apartment Association for industry insights, noting that Chula Vista is currently reevaluating their Tenant Protection Ordinance due to counterproductive outcomes. The slanderous accusations and misinformation being circulated about our company are damaging and

meritless. We are particularly concerned about coordinated efforts to use the city's platform to target private businesses and collaborate with activist groups.

Giving residents false hope may lead to worse outcomes, particularly evictions that would impact their credit reports for seven years and likely preclude them from finding new homes and exacerbating what is already an unpleasant time for them. We emphasize that changes to established rules can have significant unintended consequences for the city's business reputation and future development.

While we remain committed to working constructively with the City and residents, we will vigorously defend our rights and reputation, when necessary, through available legal channels. Just because allegations are made does not make them true, and we are proud of our efforts to provide safe, sustainable housing in Imperial Beach.

Respectfully,

Dan Feder

***Please do not share my contact information when the statement is read this evening.**

Dan Feder, CEO

F&F Properties

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Do the right thing, *plus one*.

From: [Castellon, Helen](#)
To: [Public Comments](#)
Cc: [Jennifer Lyon](#); [Nelson, John](#)
Subject: Letter to J. Lyon re Agenda Matter 9a
Date: Tuesday, January 14, 2025 3:29:42 PM
Attachments: [F & F Income Properties - Letter to J. Lyon re Agenda Matter 9a\(9009581.1\).pdf](#)

You don't often get email from helen.castellon@procopio.com. [Learn why this is important](#)

CAUTION: This email is from an External source. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Please see attached letter sent on behalf of John Nelson.

Should you have any issues opening the file, feel free to contact me at the email or number below. Thank you.

Best,

HELEN CASTELLON

LEGAL SECRETARY

In-Office Tuesday - Thursday

P. 619.515.3276 | helen.castellon@procopio.com
525 B STREET, SUITE 2200, SAN DIEGO, CA 92101

procopio.com



Tue Jan 14 2025 15:29:32

This is an email from Procopio, Cory, Hargreaves & Savitch LLP, Attorneys at Law. This email and any attachments hereto may contain information that is confidential and/or protected by the attorney-client privilege and attorney work product doctrine. This email is not intended for transmission to, or receipt by, any unauthorized persons. Inadvertent disclosure of the contents of this email or its attachments to unintended recipients is not intended to and does not constitute a waiver of attorney-client privilege or attorney work product protections. If you have received this email in error, immediately notify the sender of the erroneous receipt and destroy this email, any attachments, and all copies of same, either electronic or printed. Any disclosure, copying, distribution, or use of the contents or information received in error is strictly prohibited.



PROCOPIO
525 B Street
Suite 2200
San Diego, CA 92101
T. 619.238.1900
F. 619.235.0398

JOHN NELSON
P. 619.515.3260
john.nelson@procopio.com

DEL MAR HEIGHTS
LAS VEGAS
ORANGE COUNTY
SAN DIEGO
SCOTTSDALE
SILICON VALLEY
WASHINGTON, D.C.

January 14, 2025

VIA E-MAIL (COMMENTS@IMPERIALBEACHCA.GOV)

Jennifer Lyon
City Attorney
City of Imperial Beach

Re: Agenda Matter 9.a Report from Ad Hoc and Consideration to adopt Urgency/Regular Ordinances to enact a local just cause ordinance for termination of residential tenancies. (0660-95)

Dear Ms. Lyon:

My law firm represents F&F Properties, Inc. (“F&F”) the owner of what was previously known as the Hawaiian Gardens apartment building (“Property”) in the City of Imperial Beach (“City”) that is currently undergoing a significant renovation by my client, under previously authorized and valid City construction permits.

As noted previously in public comments made by Dan Feder on behalf of F&F during the City’s Ad Hoc meeting, since acquiring this Property in June 2023, my client has already committed to a \$30 million total investment (\$19M acquisition, \$11M construction investment) to rehabilitate a building that was denied financing during acquisition because of its poor condition. These financial commitments, and the work that is already underway to address substantive issues such as asbestos, foundation and plumbing issues, will ultimately provide upon final completion 15% of the total number of 3-bedroom apartments for lease in the entire City, as well as at least 20% of the City’s goal for new accessory dwelling units (“ADUs”).

Although the need for this major renovation work has been communicated to the City since April 2023 by my client, and my client had already provided 90-day notices to all residents, when legally required for only one resident (30-60 day-notices required for others), as well as full deposit

returns and relocation assistance, my client this week has authorized to assist all remaining tenants¹ with an additional payment of \$500 for moving expenses if the units are vacated timely per the Notice of Termination. Although it is abundantly clear that this permitted renovation is long overdue and necessary at this time, my client also does not want to unnecessarily impact current residents and has gone above and beyond existing legal requirements to assist in tenant relocation and to avoid the eviction process for these tenants, which would harm credit scores of tenants for years and limit their ability to find new housing.

Given these factors and others, such as the fact that the current rents simply do not pay for the mortgage on the Property, my client was pleased to see that the City's Ad Hoc Committee did not propose to make any legislative adoption of a "just cause ordinance" retroactive and therefore applicable to my client. Doing so would have raised a whole host of legal concerns and likely challenges. First, such retroactive application would have been arbitrary and capricious, as the lack of any present health care crisis such as COVID-19 would have undermined and invalidated any policy basis for retroactive application. Instead, retroactive application would have appeared to have been simply an unlawful targeting of my client's property in violation of my client's civil rights and the equal protection clause of the state and federal Constitution, using a flawed analysis that has no basis in now expired state or local emergency health declarations.

Second, retroactively applying an ordinance to already permitted and ongoing construction so as to halt such construction, after my client had already made financial commitments based upon the City's prior approval, would have clearly violated my client's legally protected vested rights under the doctrine first established by *Avco Community Developers, Inc. v. South Coast Regional Com.* (1976) 17 Cal.3d 785, 789, 790, 797², and created an unconstitutional taking of my client's property, interfering with F&F's investment-backed expectations.³ The damages for such a claim that would have been payable to my client by the City would have been significant, and far exceeded the \$30 million in investments already made by my client in the Property.

Third, any legislative action to void the rental agreements between my client and the Property's tenants would have unconstitutionally violated the Contracts Clause of the federal and

¹ Over half of tenants have already vacated the premises based on prior Notices of Termination and the condition of the Property.

² Vested rights are "grounded upon the constitutional principle that property may not be taken without due process of law." *Urban Renewal Agency v. California Coastal Zone Conserv. Comm'n* (1975) 15 Cal.3d 577, 583; *State v. Superior Court* (1974) 12 Cal.3d 237, 250 ("concept of vested rights is rooted in the Constitution"); *South Sutter, LLC v. LJ Sutter Partners* (2011) 193 Cal.App.4th 634 (participation in government entitlement process is in furtherance of constitutional rights of speech and petition; attempts to interfere with legitimate engagement in entitlement process are subject to CCP §425.16 (anti-SLAPP statute). Vested rights law has evolved from and is a particular form of equitable estoppel. *Hermosa Beach Stop Oil Coalition v. City of Hermosa Beach* (2001) 86 Cal.App.4th 534, 551.

³ The Fifth Amendment to the U.S. Constitution provides: "[N]or shall private property be taken for public use, without just compensation." See, *Tahoe-Sierra Preservation Council, Inc. v. Tahoe Reg'l Planning Agency* (2002) 535 U.S. 302, 306. See also, Article I, §19 of the California Constitution. See also, *Penn Cent. Transp. Co. v. New York City* (1978) 438 U.S. 104.

state Constitution.⁴ As my client has a vested right to continue with the City’s already permitted work, any action of the City to change the rental terms by preventing a termination of the leases already underway would have amounted to the City unconstitutionally changing a private contract in favor of one party using state power.

Fortunately, we believe that the City’s Ad Hoc Committee has avoided entanglement in these various legal challenges by not making this proposed Ordinance apply retroactively, as stated in the proposed Urgency Ordinance Section 6: “The provisions of this Urgency Ordinance shall apply to all residential rental units covered in Exhibit A where a notice to terminate is issued after the effective date of this Ordinance (January 15, 2025).” Assuming the City Council agrees with this determination and does not seek to retroactively apply any approved ordinance to my client, the City will also avoid entanglement in a legal challenge.

Very truly yours,



John Nelson

Cc: F&F Income Properties, Inc.

⁴ Article I, Section 10, Clause 1 of the United States Constitution. The Contract Clause provides that no state may pass a “Law impairing the Obligation of Contracts,” and a “law” in this context may be a “municipal ordinance.” See, e.g., *New Orleans Water-Works Co. v. Rivers* (1885) 115 U.S. 674.

From: [CHERYL QUINONES](#)
To: [Public Comments](#)
Subject: Item 9 ORDINANCES/INTRODUCTION & FIRST READING
Date: Tuesday, January 14, 2025 7:08:35 PM

CAUTION: This email is from an External source. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

9.a Oppose

Cheryl Quinones
District 4

.

From: [Melanie Woods](#)
To: [City Clerk](#); [Public Comments](#)
Cc: [Paloma Aguirre](#); [Carol Seabury](#); [Jack Fisher](#); [Mitch McKay](#); [Matthew Leyba-Gonzalez](#)
Subject: Item 9A – Discussion of Regulations for Tenant Protections - California Apartment Association - Comment Letters
Date: Wednesday, January 15, 2025 11:21:40 AM
Attachments: [Imperial Beach Tenant Protections - Ordinance Opposition Letter.pdf](#)
[Imperial Beach Tenant Protections - Ordinance Legal Letter .pdf](#)

Some people who received this message don't often get email from mwoods@caanet.org. [Learn why this is important](#)

CAUTION: This email is from an External source. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Dear Mayor Aguirre & Councilmembers,

The California Apartment Association (CAA) appreciates the opportunity to provide input as you discuss potential regulations on the city's rental housing providers. CAA is the nation's largest statewide association representing rental housing owners, operators, and providers. CAA represents over 50,000 rental housing owners who provide homes for more than 1 million California families.

Attached please find two letters outlining our concerns with the draft ordinance. CAA opposes this proposed ordinance and requests that before any further action is taken the Imperial Beach City Council:

1. Allow stakeholders who would be directly affected by the proposed ordinance to provide feedback on the draft language to ensure the city's regulations align with state law and rental housing practices.
2. Address the significant legal deficiencies in the draft ordinance as outlined in this letter.

Please feel free to contact me if you have any questions.

Sincerely,

[Melanie Woods](#) Vice President, Local Public Affairs
California Apartment Association
mwoods@caanet.org 619-219-5147

CAA Services: [Events and Education](#) [Insurance](#) [Tenant Screening](#)



January 15, 2025

Imperial Beach City Council
825 Imperial Beach Blvd
Imperial Beach, CA 91932

Dear Mayor Aguirre & Councilmembers:

RE: Item 9A – Discussion of Regulations for Tenant Protections

Recognizing the existing rental housing laws that already exist in California, the California Apartment Association (CAA) unequivocally opposes any efforts by Imperial Beach to impose new regulations on evictions or rental housing operations that go beyond California's robust and comprehensive renter protection laws.

State law provides robust and balanced protections through the California Tenant Protection Act of 2019 (the TPA), still the most robust statewide renter protection law in the nation. This law establishes "just cause" eviction protections, which ensure tenants can only be evicted for enumerated reasons such as nonpayment of rent or material lease violations. It also ensures that renters receive relocation assistance if they are asked to move so the owner can renovate, sell, or remove the unit from the market. These provisions offer strong tenant protections while balancing the rights and responsibilities of rental housing providers.

CAA is concerned about the lack of meaningful stakeholder engagement in the drafting of this ordinance. Policies with far-reaching impacts on landlords, tenants, and the broader community require transparent, inclusive discussions that consider all perspectives. The two ad hoc meetings over the holiday season were held with very little notice. They were also formatted like listening sessions and not conducive to meaningful dialogue with impacted stakeholders. Stakeholders saw the ordinance for the first time late Friday leaving very little time for analysis and meaningful feedback.

Imperial Beach currently lacks the resources necessary to implement and enforce this ordinance effectively. Implementing and administering tenant protection laws requires substantial funding, staff capacity, and expertise. Without effective education and outreach, the ordinance risks creating confusion, uneven enforcement, and additional strain on the city's budget.

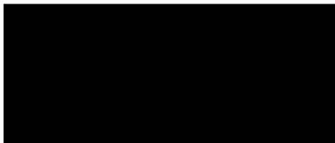
As drafted, the current ordinance has several areas that remain unclear. Further clarification is necessary through administrative guidelines before the ordinance can be implemented and enforced. Moving forward with an urgency ordinance and immediate effective date doesn't allow for the necessary time to

create these guidelines. Landlords are responsible for notifying their tenants of the ordinance but how that notification occurs has yet to be determined. Termination letters are required to be filed with the city but the mechanism for filing those letters has yet to be established. Enforcing against property owners without full clarity on the intent of the ordinance is both irresponsible and unjust.

CAA encourages the Imperial Beach City Council to consider the comprehensive protections already enacted under state law as you evaluate potentially new regulations on rental housing providers. The existing framework provides a balanced approach that safeguards tenant rights while allowing for the responsible operation and improvement of rental housing.

CAA respectfully requests that you reconsider the proposed tenant protection ordinance and prioritize solutions that promote housing stability, compliance with state laws, and economic growth in Imperial Beach. Please do not hesitate to reach out if I can provide additional information or support as you deliberate on these important issues.

Sincerely,



Melanie Woods
Vice President, Local Public Affairs
California Apartment Association
mwoods@caanet.org



January 15, 2025

Imperial Beach City Council
825 Imperial Beach Blvd
Imperial Beach, CA 91932

Dear Mayor Aguirre & Councilmembers:

RE: Item 9A – Discussion of Regulations for Tenant Protections

The California Apartment Association (CAA) appreciates the opportunity to provide input as you discuss potential regulations on the city’s rental housing providers. CAA is the nation’s largest statewide association representing rental housing owners, operators, and providers. CAA represents over 50,000 rental housing owners who provide homes for more than 1 million California families.

We would like to express legal concerns regarding certain provisions the draft Tenant Protection Ordinance, specifically Sections 9.99.060(B)(1)(d) and 9.99.060(B)(1)(a). These provisions appear to conflict with established state law and could expose the City to potential legal challenges. CAA opposes this proposed ordinance and requests that before any further action is taken the Imperial Beach City Council: (1) allow stakeholders who would be directly affected by the proposed ordinance to provide feedback on the draft to ensure the city’s regulations align with state law and rental housing practices; (2) address the significant legal deficiencies in the draft ordinance as outlined in this letter.

Below, we provide a detailed analysis of the relevant legal issues:

1. Section 9.99.060(B)(1)(d): Security Deposit Return Requirements

This section requires landlords to return a tenant’s full security deposit or an equivalent amount within 15 calendar days of service of notice or the last day of legal occupancy, whichever comes first. This provision is in conflict with California Civil Code section 1950.5, which governs the handling of security deposits. Specifically:

- **Lawful Deductions:** Civil Code section 1950.5 permits landlords to deduct unpaid rent, the cost of repairs to restore the unit to its original condition (excluding ordinary wear and tear), and other specified costs from the security deposit. By mandating the return of the deposit within 15 calendar days without consideration for these lawful deductions, Section 9.99.060(B)(1)(d) undermines the rights afforded to property owners under state law.
- **Timeframe for Return:** State law explicitly allows landlords up to 21 days from the date the tenant vacates the property to return any remaining deposit after deductions. The 15-day return period imposed by this ordinance is inconsistent with state law and imposes an undue burden on landlords.

In light of these discrepancies, Section 9.99.060(B)(1)(d) appears to be preempted by state law and is likely unenforceable.

2. Section 9.99.060(B)(1)(a): Extended Notice Requirements for No-Fault Evictions

This provision requires notice periods for terminating residential tenancies that exceed those prescribed by California Civil Code section 1946.1, which governs notices for no-fault evictions. Under state law:

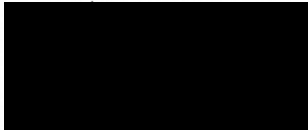
- **Standard Notice Periods:** Civil Code section 1946.1 mandates 30 or 60 days' notice for terminating a tenancy, depending on the length of the tenancy. Local ordinances cannot impose longer notice periods, as affirmed by the California Court of Appeal in cases such as *Tri-County Apartment Assn. v. City of Mountain View* (1987) 196 Cal.App.3d 1283 and *Channing Properties v. City of Berkeley* (1992) 11 Cal.App.4th 88.
- **Recent Precedent:** The recent case of *San Francisco Apartment Association v. City and County of San Francisco* (2024) 104 Cal.App.5th 1218 underscores this principle, invalidating a local ordinance that required a 10-day notice to cure for being in direct conflict with state law.

By imposing extended notice periods for no-fault evictions, Section 9.99.060(B)(1)(a) contravenes established state law and relevant case law precedent, rendering it preempted and legally untenable.

Conclusion

The California Apartment Association appreciates your attention to this matter and remains available to provide further information or assistance as needed.

Sincerely,



Melanie Woods
Vice President, Local Public Affairs
California Apartment Association
mwoods@caanet.org

From: [Molly Kirkland](#)
To: [Public Comments](#)
Cc: [Paloma Aguirre](#); [Carol Seabury](#); [Jack Fisher](#); [Mitch McKay](#); [Matthew Leyba-Gonzalez](#); [Tyler Foltz](#); [Jennifer Lyon](#)
Subject: SCRHA Letter - Item 9.a - Local Just Cause Ordinance
Date: Wednesday, January 15, 2025 11:45:31 AM
Attachments: [SCRHA Ltr IB Just Cause 1-15-2025.pdf](#)

You don't often get email from mkirkland@socalrha.org. [Learn why this is important](#)

CAUTION: This email is from an External source. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello,

Please accept that attached on behalf of the Southern California Rental Housing Association.

Thank you,

Molly Kirkland, Director of Public Affairs

Southern California Rental Housing Association

9655 Granite Ridge Drive #200, San Diego, CA 92123

Office: 858.278.8070 | Direct: 858.751.2200

mkirkland@socalrha.org | www.socalrha.org

.



January 15, 2025

Mayor Aguirre and Members of the City Council
City of Imperial Beach
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

RE: Item 9.a – Local Just Cause Ordinance

Dear Mayor and Councilmembers:

On behalf of the Southern California Rental Housing Association (SCRHA) I am writing to respectfully request that the City Council reconsider local tenant protections. We urge the council to not adopt either ordinance and continue to allow State law to apply to termination of residential tenancies.

As SCRHA has submitted to the council and to the Ad Hoc committee previously, state law provides protection to tenants and was recently amended to provide additional protections to renters when receiving a termination notice for a substantial remodel and other No Fault causes. Adhering to a statewide standard is the best path forward as it provides certainty and clarity for all parties. Adding a confusing layer of protections, which are weighted heavily in favor of tenants, sends the wrong message to the city's rental housing providers.

We are strongly opposed to the adoption of an urgency ordinance. An urgency ordinance should be isolated to true emergencies or health or safety issues. Passing an ordinance that goes into effect immediately will place housing providers in a legally vulnerable position. There would be no time to educate property owners and managers on a law that went into effect overnight, yet they would be subject to all the remedies in the ordinance.

With regards to the specific proposals, SCRHA believes there are legal issues, unintended consequences, and issues of fairness. **Our concerns with the summary of changes are outlined below:**

- *The definition of substantial remodel slightly differs from state law related to the examples of cosmetic improvements that do not qualify as a substantial remodel. It is proposed to read as follows: “Cosmetic improvements alone, including, but not limited to, painting, decorating, flooring replacement, cabinet replacement, counter replacement, window replacement, removal of interior wall coverings solely for the installation of insulation, and minor repairs, or other work that can be performed safely without having the Residential Rental Unit vacated, do not constitute a Substantial Remodel.”*



- This definition is unnecessary. State law already defines Substantial Remodel as work that necessitates a permit, abatement of hazards, and work that can't be done safely with the tenant in the unit and will take at least 30 days. The additional items listed are unlikely to require a permit and already fall under the existing definition. Moreover, as written, this could be construed to prevent owners from completing a remodel that includes the additional items. SCRHA recommends keeping the definition per state law and instead consider listing the aforementioned examples in tenant and housing provider education materials.
- *The notice requirements for termination of a tenancy for tenants who have been in place for at least 12 months based on no fault just cause has been extended to 90 days' notice for tenants and 120 days' notice for disabled and elderly tenants which would exceed the 60 days as provided in state law.*
 - Civil Code section 1946.1 governs the period of notice required to terminate a residential tenancy for no fault reasons, either 30 or 60 days depending on length of tenancy. Case law has reaffirmed that a local ordinance cannot extend termination of tenancy notice periods. And while much of what is being proposed is specific to Substantial Remodel, this requirement would apply to other No Fault causes, including someone moving themselves or a family member into their own unit.
- *All no-fault evictions for substantial remodel or demolition in "residential rental complexes" (which means one or more buildings, located on a single lot or contiguous lots, containing fifteen or more units rented or owned by the same owner) would require two months of relocation payments (one month at market rate and one month of current rent) to the tenants with an additional month's relocation payment for disabled and elderly tenants (up to three months of relocation payments for the disabled and elderly at either market rate and/or current rent as decided by the City Council).*
 - While we appreciate that this is an attempt at a measured approach, the unit threshold seems arbitrary. There are also unintended consequences with increasing relocation requirements, especially requiring payment at market rate levels. Additional out-of-pocket costs for housing providers could mean they forgo property improvements in a community with older housing stock. Moreover, requiring the market rate amount has the unintended consequence of discouraging owners and managers from implementing moderate rent increases. If housing providers face having to pay more than contract rent at some point, they will always take the maximum rent increase allowed by law. Chula Vista will be reevaluating its market rent approach. Also, fair housing prevents housing providers from inquiring about age or disability. Administrative regulations must carefully outline how it will be determined if a tenant is disabled or elderly.



- *For all no-fault evictions for substantial remodel or demolition in “residential rental complexes” (which means one or more buildings, located on a single lot or contiguous lots, containing fifteen or more units rented or owned by the same owner), the owner shall return the tenant’s full deposit or an amount equivalent to such deposit, unless otherwise prohibited by State law.*
 - This is an issue area that needs thorough legal review. This is likely preempted by state law like the expanded notice period. As written, this proposal does not account for other legal uses of the security deposit, including unpaid rent. It also fails to account for scenarios in which tenants vandalize or willfully destroy the property or cause damage to common areas or other areas outside the unit to be remodeled. Additionally, both state law and the proposed ordinance provide that with regard to waived rent serving as a relocation benefit, that all waived rent can be recaptured as an element of damages in any unlawful detainer that becomes necessary should the resident fail to timely vacate after being served with a lawful notice terminating the tenancy. Requiring a return in full of the deposit while the notice is pending creates a disincentive for the resident to comply with a lawful notice and creates an undue hardship upon the owner who will be left without a deposit in place prior to finding out whether the resident will vacate as required by the notice.
- *Owners shall provide notice of the termination of residential tenancies covered by the ordinance to the City.*
 - Chula Vista and San Diego have similar requirements. Chula Vista’s Housing and Homeless Services Department was able to take on the expanded duties within their existing budget, but just recently implemented the online submission portal (notices were emailed or mailed prior). San Diego has yet to establish a portal for submitting copies of notices but carefully outlined in the ordinance that housing providers do not have to comply until the portal is available. Housing providers should not be subject to this requirement or any penalties until the city has created and made available the necessary form, and the administrative regulations are complete.
- *When an owner applies for a City of Imperial Beach business license to operate, the owner will be required to acknowledge that he or she has read and will abide by this chapter of the Imperial Beach Municipal Code.*
 - While this part of the proposed ordinance is not necessarily objectionable, it does highlight the need for more educational resources for housing providers and tenants. Will the city provide copies of the ordinance to property owners? Will there be a webpage with the necessary information and links to the ordinance?
- *Finally, owners would be required to provide a copy of this chapter to tenants.*



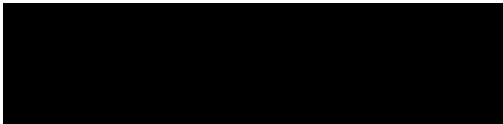
- If local protections are passed, additional time to educate housing providers is suggested. We would also suggest a simple one-page addendum with a link to the ordinance or city-created webpage versus providing a copy of the entire 19-page ordinance. The City of San Diego has a similar requirement and has opined that a physical copy of their Tenant Protection Guide must be given to all residents. This is not only a significant cost to housing providers depending on the number of units, but also wasteful. We are also concerned with placing the burden of educating tenants entirely on property owners and managers.

A local ordinance requires notice to tenants with language specific to the city's municipal code, including for properties that are exempt. While it may seem reasonable, property owners in other jurisdictions have faced and are facing lawsuits for not providing tenants with local language. Some owners were unaware of local law and relied on compliance with state law. In one such case, an owner moved back into their home relying on the state exemption notification. They are now facing a lawsuit for over \$300,000 because of one sentence. This further demonstrates why a statewide standard is the best approach.

SCRHA strongly supports education and outreach for all parties. We are happy to partner with the city to create education materials, review website content, and more. We believe there is great value in helping tenants understand their rights and responsibilities and connecting them with resources. However, we cannot support the local ordinance as presented.

Again, we respectfully request that the council not adopt a local just cause ordinance and continue to allow state law to govern termination of tenancy.

Sincerely,



Molly Kirkland
Director of Public Affairs



January 14, 2024

Mayor Paloma Aguirre
Imperial Beach City Council
825 Imperial Beach Blvd
Imperial Beach, CA 91932

Dear Mayor Aguirre and Councilmembers:

We write on behalf of ACCE San Diego and Movement Legal. We have reviewed the draft local just cause ordinance released on Friday night and are deeply concerned that they are not at all responsive to community needs and will not prevent the mass evictions currently underway.

While we are eager to see an Imperial Beach just cause for eviction ordinance, this proposal is very disappointing. Although there are several corrections we would like to see the City ultimately make to this legislation, the most important one right now is to fix the substantial remodel loophole.

Two buildings in Imperial Beach right now facing evictions from substantial remodel: Hawaiian Gardens at 1031 Imperial Beach Blvd and The Swell 1019 Imperial Beach Blvd. Together, these represent more than 110 units facing displacement. Based on a lack of legislation from the city, families are already moving out, even if they have nowhere to go.

The main requirements the draft ordinances set for these evictions are small amounts of money paid to tenants and small delays in evictions. These will not disincentivize these bad faith evictions. Instead, the legislation duplicates loopholes in state eviction laws that allow for mass displacement of whole buildings of tenants so that landlords can raise the rent.

Below we have listed the major problems with the substantial remodel portion of the ordinance that we found, a summary of how other cities in California have dealt with this issue, and our proposed changes to the ordinances to fix the problem.

I. Substantial Remodel Evictions are Evictions in Order to Raise Rents

Substantial remodel evictions, where landlords are allowed to evict tenants to renovate their units, are typically intended to raise rents. In many cities in California, these evictions do not happen at all. Instead, when repairs are necessary, tenants move out temporarily and then move back in once repairs are completed. Corresponding evictions and high rent increases happen only in cities where speculators are allowed to use evictions as a tool to price gouge.

Where they are permitted, “substantial remodel” evictions under state law are a means of subverting state law rent caps, which last only as long as a tenant’s tenancy. Once the tenant moves out, the landlord can reset the rent without limit for the next tenant.

Where no local ordinance exists, the Tenant Protection Act allows landlords to evict tenants in order to make renovations that will take 30 days or longer. This incentivizes landlords to renovate



for the purpose of evicting tenants -- so that they can re-rent the unit at a higher price after renovating it, having removed the rent increase limit by removing the existing household.

Some California landlords, advised by landlord attorneys, are extremely clear that this is the reason for their renovations. One Los Angeles County landlord attorney, for example, is now

recommending that his clients use this loophole to "renovate to beat rent control." (*See* <https://www.youtube.com/watch?v=xN82HIzJWS0>.)

II. Many California Cities Don't Allow Substantial Remodel Evictions

Many California cities and counties prevent these evictions entirely. A large number of cities with local tenant protection ordinances either have never allowed substantial remodel evictions or removed them as a cause for eviction decades ago. A few cities, as noted in the staff report, have also removed these evictions more recently.

There are two major approaches that California cities use. The first, which is very common, is not to allow for substantial remodel evictions at all. (*See* Alameda Mun. Code, § 6.58.80 (causes for eviction); Baldwin Park Mun. Code, § 117.08(A) (causes for eviction); Bell Gardens Mun. Code, § 5.63.030(D) (no-fault causes for eviction); Beverly Hills Mun. Code, § 4-6-6 (causes for eviction); Cudahy Mun. Code, § 5.14.060 (no-fault cases for eviction); Culver City Mun. Code, § 15.09.320 (causes for eviction); Inglewood Mun. Code, § 8-121(a) (causes for eviction); Los Angeles Mun. Code, § 151.09(A) (causes for eviction under the Rent Stabilization Ordinance)¹; Los Angeles County Code, § 8.52.090(E) (no-fault causes for eviction); Maywood Mun. Code, § 8.17.030 (no-fault causes for eviction); Santa Monica City Charter Art. XXIII, § 2304(A) (causes for eviction).)

Another option, which we are recommending for Imperial Beach, is to allow temporary evictions only for necessary repairs, after which tenants can move back in at a comparable rent. This scenario works by removing the pretextual incentive to evict in order to raise rents and is also a common approach that many California cities use. We note the following language from other cities' ordinances, all of whom allow tenants to return at a comparable rent:

“Where the landlord recovers possession under this subsection 13.76.130A.7, the tenant must be given the right of first refusal to re-occupy the unit upon completion of the required work.” “The relocated household shall have the right to reoccupy the unit or room from which it was relocated as soon as the unit or room is ready for reoccupancy, and the tenant household shall retain all rights of tenancy that existed prior to the displacement.”
(Berkeley Mun. Code, §§ 13.76.130(A)(7)(d), 13.84.090(A).)

“When the remodel is completed, the landlord shall offer the unit at the same rental rate as of the date on which the tenant(s) vacated the unit, plus any increase that would have been allowed under this chapter had the tenant not been evicted or vacated.”
(Commerce Mun. Code, § 9.95.020(b)(2)(D)(iv).)

“The landlord gives advance notice to the tenant of the right of first refusal...to reoccupy the unit

¹ In 2005, following a moratorium of several years, the City of Los Angeles removed this cause for eviction from its Rent Stabilization Ordinance, which covers the majority of its rental units. In 2024, the City began the process to also remove this cause for eviction from its Just Cause for Eviction Ordinance, which covers a smaller amount of units.



upon completion of the repairs at the same rent charged to the tenant before the tenant vacated the unit."

(East Palo Alto Mun. Code, § 14.04.160(A)(7)(c).)

"The first right of return to reoccupy the unit upon completion of the repairs at the same Rent charged to the Tenant before the Tenant temporarily vacated the Rental Unit."

(Mountain View City Charter Art. XVII, §1705(a)(6)(B)(ii).)

"Upon completion of the needed repairs, the owner of record shall offer the tenant the first right to return to the premises at the same rent and pursuant to the same terms of the rental agreement in effect as of the date of the notice to vacate, subject to the owner of record's right to petition the Rent Adjustment Program for a rent increase as provided by the Residential Rent Adjustment Ordinance."

(Oakland Mun. Code, § 8.22.360(A)(10)(b).)

"The landlord shall provide 60 days advance written notice to the tenant of the ability to reoccupy the unit upon completion of the repairs, or if requested by the tenant, the right of first refusal to any comparable vacant rental unit which has been offered at comparable rent owned by the landlord."

(Ojai Mun. Code, § 11-2.06(d)(3).)

"The first right of return to reoccupy the unit upon completion of the repairs at the same Rent charged to the Tenant before the Tenant temporarily vacated the Rental Unit to the extent allowed by state law."

(Pasadena Mun. Code, § 1806(a)(8)(B)(ii).)

"All tenants that are displaced based on Sections 11.100.050(a)(5), (6) or (7) shall have the first right of refusal to return to the unit if it should ever be returned to the market by the landlord or successor landlord. Rent shall be the Rent lawfully paid by the tenant at the time the landlord gave notice of basis listed in Sections 11.100.050(a)(5), (6) or (7)."

(Richmond Mun. Code, § 11.500.050(c).)

"Before the tenant is required to vacate the rental unit, the landlord is required to offer the tenant the right to elect to: (i) reoccupy the vacated rental unit upon completion of the repairs at the rental rate that would have been in effect under the rental housing agreement if it had not been terminated..."

(Sacramento Mun. Code, § 5.156.090(A)(5)(b).)

"Any tenant who vacates the unit under such circumstances shall have the right to reoccupy the unit at the prior rent adjusted in accordance with the provisions of this Chapter 37."

(San Francisco County Code, § 37.9(a)(11)(c).)

"The Landlord gives advance notice to the Tenant of the ability to reoccupy the unit upon completion of the repairs at the same rent charged to the Tenant before the Tenant vacated the unit..."

(San Jose Mun. Code, § 17.23.1250(a)(8).)

"The Owner shall provide advance notice to the Tenant of the ability to reoccupy the unit upon completion of the repairs, or if requested by the Tenant, the right of first refusal to any comparable vacant Rental Unit which has been offered at comparable Rent owned by the Owner"

(Santa Ana Mun. Code, § 8-3120(b)(2)(D)(ii)(I).)

"The landlord shall provide the tenant(s) with a right of first refusal to return to the renovated rental unit when the necessary repair or construction is completed. When the repair work is completed, the landlord shall offer the unit at the same MAR as of the date on which the tenant(s) vacated the unit, plus any general across-the-board adjustments that would have been applied had the tenant not been evicted or vacated."

(West Hollywood Mun. Code, § 17.52.010(13)(d).)



The second approach, which is the model we are suggesting here, and also the most common local approach, prevents nearly all of this type of eviction by removing the incentive to evict in order to raise rents.

While there are some cities that have not taken this approach and instead largely replicate state law, like San Diego and Chula Vista, these approaches have not been at all successful at preventing pretextual evictions. As noted in the staff report, for example, after enacting such an ordinance, Chula Vista continues to see 85% of their no-fault evictions brought for substantial remodel—an astoundingly large amount. This approach is also less common in California cities than either of the first two mentioned above, for good reason.

III. The Draft Ordinances Will Not Stop These Unfair Evictions

Most of the substantial remodel sections in the draft ordinances duplicate what state law already requires. There are a few additional requirements, which we unfortunately do not believe will fix the problem. This is because they are mainly minor additions that do not prevent evictions, and in some cases are not actually lawful.

The draft ordinances allow the Council to choose to add additional relocation payments in the case of no-fault evictions and provides that landlords must return tenants' security deposits. However, these amounts will not prevent evictions, but only provide displaced families with a slightly larger amount of relocation funds.

The draft ordinances also provide that in the case of substantial remodel evictions, landlords must give tenants 90 or 120-day notice instead of the 30 or 60-day notice that state law requires. This is unfortunately not a lawful addition: eviction notice periods are fixed under state law and state law preemption prevents the city from lawfully including this change in its ordinance. (*See San Francisco Apartment Association v. City and County of San Francisco* (2024) 104 Cal.App.5th 1218, 1232-1235.)

Just like state law, the draft ordinances state that cosmetic work alone will not qualify as substantial remodel work. They then further define cosmetic work. Unfortunately, this definition is unlikely to have a large impact on eviction cases. The approach that most cities in California with local laws take is to ban *non-elective work* as qualifying for eviction, not just cosmetic work.

The distinction between these two is significant: most cities provide that a landlord can only evict if the renovation they are proposing is necessary for health and safety reasons or to bring the property up to code.² Placing limits only on cosmetic work means that a landlord can still choose to

² (*See, e.g.*, Berkeley Mun. Code, § 13.76.130(A)(7)(a) ("substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of tenants of the building or where necessary under an outstanding notice of code violations affecting the health and safety of tenants of the building..."); East Palo Alto Mun. Code, § 14.04.160(A)(7) ("substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of tenants of the building"); Marin County Code, § 5.100.040(c)(3) ("To qualify, such substantial repairs must be for the primary purpose of bringing the dwelling unit into compliance with applicable health and safety codes.") Mountain View City Charter Art. XVII, § 1705(a)(6) ("substantial repairs that are necessary to bring the Rental Unit into compliance with applicable codes and laws affecting the health and safety of tenants of the building"); Oakland Mun. Code, § 8.22.360(A)(10) ("...substantial repairs...that are necessary either to bring the property into compliance with



evict a tenant to change the layout of their kitchen by moving their sink—an entirely unnecessary remodel intended only to create a reason for eviction.

IV. Proposed Language

Based on the majority approach from California cities, as detailed above, we propose the following changes to the draft ordinances. These changes must, as other cities regularly include in their ordinances, provide that they apply to existing notices as well as new ones.

Section 9.90.030

“Substantial Remodel” means **repair or renovation work performed on a Residential Rental Unit or on the building containing the Residential Rental Unit that brings the unit into compliance with applicable laws regarding building health and safety requirements by making substantial repairs and that improves the property by prolonging its useful life or adding value, either of the following** that cannot be reasonably accomplished in a safe manner that allows the tenant to remain living in the place and that requires the Tenant to vacate the residential real property for at least 30 consecutive days: **To qualify, the work must include any of the following:**

1. The replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency.
2. The abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws.; **or**

3. Repairs required by a building official in a Notice of Violation.

A Tenant is not required to vacate the Residential Rental Unit on any days where a Tenant could

applicable codes and laws affecting health and safety of tenants of the building, or under an outstanding notice of code violations affecting the health and safety of tenants of the building"); Pasadena Mun. Code, § 1806(a)(8)(B)(ii) (“...substantial repairs that are necessary to bring the Rental Unit into compliance with applicable codes and laws affecting the health and safety of Tenants of the building”); Richmond Mun. Code, § 11.500.050(a) (“...substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of Tenants of the building or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building...”); Sacramento Mun. Code, sec. 5.156.090(A)(5)“... substantial repairs to the rental unit that are necessary to bring the rental unit into compliance with applicable local and state codes and laws affecting the health and safety of tenants of the building where the rental unit is located...”); San Jose Mun. Code, § 17.23.1250(a)(8) (“...substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of Tenants of the building...”) San Rafael Mun. Code, § 10.105.040(B)(3) (“To qualify, such substantial repairs must be for the primary purpose of bringing the dwelling unit into compliance with applicable law”); West Hollywood Mun. Code, § 17.52.010(13)(a) (“Building and Safety, the Fire Department, the Health Department or other authorized governmental agency has determined in writing that the rental unit, property or building: (1) must be permanently eradicated or demolished because the unit, property or building is uninhabitable, not permitted or cannot be occupied in its present state; or (2) may not be inhabited while work is performed to correct a violation noticed by a governmental inspection agency, the required work will take more than six months to complete...”).)



continue living in the Residential Rental Unit without violating health, safety, and habitability codes and laws.

~~Cosmetic improvements alone, including, but not limited to, painting, decorating, flooring replacement, cabinet replacement, counter replacement, window replacement, removal of interior wall coverings solely for the installation of insulation, and minor repairs, or other work that can be performed safely without having the Residential Rental Unit vacated, do not constitute a Substantial Remodel.~~

Section 9.90.050(C)(4)

Substantial Remodel or Demolition. The Tenancy is terminated because of the Owner’s intent to Substantially Remodel or demolish a Residential Rental Unit. The Owner may not require the Tenant to vacate the Residential Rental Unit on any days where a Tenant could continue living in the Residential Rental Unit without violating health, safety, and habitability codes and law.

Where the Owner recovers possession for Substantial Remodel either prior to or after an unlawful detainer judgment, the Tenant must be given the right of first refusal to re-occupy the unit with a rental agreement containing the same terms as the most recent rental agreement with the Owner at the rental rate that was in effect at the time the Tenant vacated. The Landlord shall notify the at least sixty (60) days in advance of the date the Residential Rental Unit becomes available. Within thirty (30) days of receipt of the notice of availability, a Tenant household must notify the Landlord if it wishes to reoccupy the Rental Unit. The Landlord must hold the Residential Rental Unit vacant at no cost to the Tenant for thirty (30) days from the date the Tenant household’s written notice of its intent to reoccupy the Residential Rental Unit is received.

Section 9.90.060(B)(1)(b)(iii)

iii. **Notice of Substantial Remodel or Demolition.** The following statement must be included in the written notice:

“~~Once~~~~If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed,~~ the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer.”

The written notice shall additionally contain a description of the Substantial Remodel to be completed, the approximate expected duration of the Substantial Remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with one of the following:

- (a) A copy of the permit or permits required to undertake the Substantial Remodel or demolition; or
- (b) If the Substantial Remodel is due to abatement of hazardous materials and does not require any



permit, a copy of the signed contract with the contractor hired by the Owner to complete the Substantial Remodel, that reasonably details the work that will be undertaken to abate the hazardous materials.

~~The written notice shall additionally indicate that if the Tenant is interested in reoccupying the Residential Rental Unit following the Substantial Remodel, the Tenant shall inform the Owner of the Tenant's interest in reoccupying the Residential Rental Unit following the Substantial Remodel and provide to the Owner the Tenant's address, telephone number, and email address.~~

Section 6

This ordinance is declared to be an Urgency Ordinance by authority conferred on the City Council of the City of Imperial Beach by Government Code Sections 36934 and 36937 and shall be in full force and effect immediately upon its adoption by a four-fifths vote of the City Council. The provisions of this Urgency Ordinance shall apply to all residential rental units covered in Exhibit A ~~where a notice to terminate is issued after~~ **where no final judgment has been issued by a court as of** the effective date of this Ordinance (January 15, 2025).

V. Conclusion

We ask that City Council act now with real solutions. Unfortunately, the draft ordinances offer weak protections against substantial remodel evictions that will not prevent homelessness or displacement as intended. We know that Imperial Beach does not have the affordable housing stock to handle this type of mass displacement, and that many families who receive these eviction notices are likely to instead face homelessness.

There is still an opportunity to make meaningful amendments. We have provided the approaches that have worked in other cities to prevent substantial remodel eviction and ask that you make these amendments immediately to stop this mass displacement.

Sincerely,

Jose Lopez
Director
Alliance of Californians for Community Empowerment (ACCE) San Diego

Leah Simon-Weisberg
Executive Director
California Center for Movement Legal Services