

ORDINANCE NO. 2025-1252

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 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 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 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. 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 prohibited by State law, the Owner shall return to Tenant the Tenant's full deposit or an amount equivalent to the deposit within fifteen (15) calendar days of service of the notice or the last day or 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. 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. 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.