

12/16/2024 Tenant Protection Ad Hoc Committee Meeting Correspondence

a) Correspondence from Patsy Brown.
b) Correspondence from Michael and Patricia McCoy.
c) Correspondence from Molly Kirkland.
d) Correspondence from Gary Brown.
e) Correspondence from Sarah Szych.
f) Correspondence from Mark Williams.

From: [paty brown](#)
To: [Public Comments](#)
Subject: Tenant evictions
Date: Tuesday, December 10, 2024 1:02:34 PM

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I attended the meeting a few months ago and heard the testimonials from these renters. It was heart wrenching to hear their stories. Please do whatever is in your power to help these people. Let Imperial Beach be a place that cares about all people, not just developers.

Thanks,
Patsy Brown
[REDACTED]

From: [REDACTED]
To: [Public Comments](#)
Subject: Evictions
Date: Thursday, December 12, 2024 1:31:31 PM

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[Sent from AOL on Android](#)

We recommend the City of Imperial Beach strengthen the rules governing evictions as per Chula Vista and San Diego.. As a council you represent all of us and can make changes to protect the vulnerable against private equity companies with no faces or history in our community. The people most affected need our help. It comes down to a sense of decency and recognizing who our neighbors are.

We suggest a moratorium to sort this out and find an equitable solution. We have enough homeless families in this county without adding more pain and misery in our own community.

Michael and Patricia McCoy

From: [Molly Kirkland](#)
To: [Public Comments](#)
Cc: [Paloma Aguirre](#); [Jack Fisher](#)
Subject: SCRHA Letter for Tenant Protections Ad Hoc Committee
Date: Friday, December 13, 2024 4:07:25 PM
Attachments: [SCRHA Ltr IB TP AdHoc 12-13-24.pdf](#)

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

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Hello,

I am submitting the attached letter on behalf of the Southern California Rental Housing Association (SCRHA) in advance of Monday's meeting.

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

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December 13, 2024

Imperial Beach Tenant Protections Ad Hoc Committee
825 Imperial Beach Blvd.
Imperial Beach, CA 91932

Dear Mayor Aguirre and Councilmember Fisher:

On behalf of the Southern California Rental Housing Association (SCRHA), I am writing to share our industry expertise with the City of Imperial Beach Tenant Protections Ad Hoc Committee. As expressed at the December 4 City Council meeting, SCRHA has considerable experience with landlord-tenant law and with Tenant Protection Ordinances as a key stakeholder in the discussions that led the creation of the ordinances in the City of Chula Vista and San Diego.

SCRHA appreciates that City of Imperial Beach leaders are seeking ways to assist displaced residents. While neither property that has been identified in recent discussions is a member of SCRHA, we have significant concerns that our rental owner and management company members will find themselves unduly impacted because of efforts to help tenants at these two properties. Moreover, we share the concern expressed by several council members on December 4 about giving the affected residents false hope. Should the city move to enact a local ordinance, it will not help the residents at these properties. SCRHA continues to encourage its members to post available rental units in and near Imperial Beach on [AffordableHousing.com](https://www.AffordableHousing.com) and recently shared a list of companies who would welcome affected residents with City Manager Foltz.

While we understand that nothing specific has been proposed and there will be future discussions, I would like to address some items that were mentioned on December 4 and other general concerns.

SCRHA opposes an “eviction moratorium” and attempts to deny a property owner the right to terminate tenancy granted under state law. Property owners have the right to move themselves or family members into their rental units, retrofit their properties, and to remove them from the rental market altogether. Even if a moratorium was isolated to termination of tenancy for substantial remodel, there are still significant concerns.

1. Any moratorium enacted would do nothing to assist the residents at the two affected properties unless it included retroactive provisions and nullified previously served notices. A moratorium that includes retroactivity and invalidates compliant notices would likely put the City in a legally precarious position. The only time we have seen a moratorium with retroactive provisions was during the COVID-19 pandemic when all levels of government declared a public health emergency and the County (the regional health agency) enacted a limited moratorium as citizens were being asked to shelter in place.
2. Other rental owners (of all types and property sizes) in Imperial Beach could be planning a substantial remodel or already served legally compliant termination of tenancy notices for a substantial remodel. Many of these owners may have already secured permits, entered into agreements with contractors, made deposits with a contractor, and more. A moratorium will

be punitive to all owners who are simply trying to ensure their units are upgraded, in good condition, and remain habitable. Property owners are unlikely to go through the permitting process and spend significant amounts of money just to remove residents. However, owners who do go through the process need to be able to recoup their costs. Even those who have budgeted for improvements over the years are now finding rising costs difficult to keep up with. Additionally, multifamily housing has been significantly impacted by the insurance crisis. Many property owners have had or are facing cancellation of their policies, forcing them to find new insurance that often comes with a more than 100% increase in premium. Some companies are refusing to insure properties unless all the plumbing and/or electrical systems are completely upgraded. As this continues to occur, it is even more vital that property owners maintain the ability to substantially retrofit properties.

3. A majority of Imperial Beach’s housing stock was built prior to 1990 and is in need of major upgrade. Upgrading electrical or plumbing is invasive, and some upgrades can trigger replacement of other systems. Additionally, when making these upgrades, hazards such as asbestos and lead-based paint are often unencapsulated, legally requiring the abatement of a health hazard. Just like a remodel of an older single-family home, many unknown issues may surface, increasing costs and lengthening the time to complete the project. Property owners will do regular upkeep and make repairs as needed, but other retrofits often necessitate that tenants leave the unit because it will be rendered uninhabitable during the process.

As the December 4 City Staff report confirmed, state law regarding No-Fault Just Cause, including owner/family member move-in and substantial remodel, was amended in 2023 and took effect April 1, 2024 (SB 567). The updated regulation closes what some groups called loopholes in the Tenant Protection Act (TPA/AB 1482). SB 567 was co-sponsored by ACCE Action, California Rural Legal Assistance Foundation, PICO California, Leadership Counsel for Justice & Accountability, Public Advocates, and Western Center on Law & Poverty (Source: 06/27/23- Assembly Housing And Community Development Analysis). Furthermore, on May 22, 2024, Attorney General Rob Bonta issued a bulletin to city attorneys and county counsels reminding them of their new enforcement authority. “The Tenant Protection Act is a powerful tool that my office has used to protect renters from unscrupulous landlords. Thanks to SB 567, all city attorneys and county counsel now also have the express authority to enforce the Tenant Protection Act, and I encourage them to do so,” said Attorney General Bonta.

<https://oag.ca.gov/news/press-releases/attorney-general-bonta-alerts-city-attorneys-and-county-counsel-new-enforcement>

SCRHA believes that state law provides ample protection for tenants and strikes a necessary balance between tenant safeguards and the rights of property owners. SCRHA worked closely with the cities of Chula Vista and San Diego on their Tenant Protection Ordinances which closely mirror state law in most cases. It is vital that definitions, exemptions, and other components of a local ordinance are consistent with state law to avoid a patchwork of regulation that confuses both owners and renters. The process in Chula Vista took approximately one year, and in San Diego six months, both of which included numerous

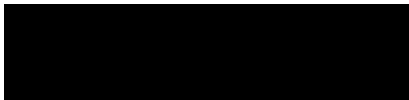


stakeholder meetings. As reported by City Manager Foltz, Chula Vista reviewed their ordinance at the September 10, 2024, City Council meeting. Chula Vista housing staff reported that there had been 108 termination of tenancy notices since the ordinance’s effective date, 88 of which were for substantial remodel. However, at that meeting, city staff stated that most of the notices for substantial remodel were from one large residential rental complex that had been recently purchased and was remodeling in phases, indicating displacement for substantial remodel is not a pervasive problem throughout the city. Additionally, the council recognized that Chula Vista’s ordinance might be too restrictive to meet the needs of their aging housing stock and punitive to those who have kept rents below market and requested that city staff reevaluate certain components. Per the minutes from that meeting, *“At the request of Councilmember Preciado, there was a consensus of a majority of the City Council to direct staff to meet with industry representatives to obtain feedback on the new concerns being raised, consider any adjustments that may be made to the ordinance to continue the balance between property owners, business owners, and tenants; and return to the City Council with a report in February 2025, including recommendations on the 30- and 60-day minimum vacancy matter and whether HUD is the best way to assess the fair market rent.”*

SCRHA appreciates the Imperial Beach City Council’s attention to this matter and desire to explore the issue more thoroughly. Should the city wish to pursue a local ordinance we strongly encourage the formation of a stakeholder group so that the concerns of all parties may be considered and to avoid unintended consequences to the rental housing ecosystem. SCRHA will also continue to advocate for rental assistance, shallow subsidies, and other funding to assist renters impacted by the lack of housing.

If I can be of further assistance, please don’t hesitate to contact me at 858-278-8070.

Sincerely,



Molly Kirkland
Director of Public Affairs

From: [Gary Brown](#)
To: [Public Comments](#)
Subject: Tennant Protections
Date: Saturday, December 14, 2024 11:39:16 AM

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The attached illustrates two things:

1. Cities can and do make adjustments to protect renters.
2. There's a balance to be struck between protecting renters and encouraging property owners to make improvements.

I trust you ,City Council, will be wise and achieve that balance.

Editorial: Los Angeles can find a fairer way to raise the rent

<https://www.latimes.com/opinion/story/2024-12-08/los-angeles-rent-stabilization-ordinance-increases>

The city's rent control law needs to do more to prevent price shocks for tenants during periods of high inflation while ensuring landlords can recoup costs.



OPINION

Editorial: Los Angeles can find a fairer way to raise the rent



Gloria Martinez of United Teachers Los Angeles, center, speaks during a news conference advocating changes to allowable rent increases in the city. (Allen J. Schaben / Los Angeles Times)

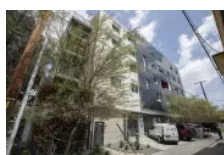
By The Times Editorial Board

Dec. 8, 2024 5 AM PT

The Los Angeles City Council is considering changing the way it sets annual allowable increases for rent-controlled properties for the first time in nearly 40 years. That's good. The law needs to do more to prevent price shocks for tenants during periods of high inflation while ensuring landlords can recoup the costs of managing their properties.

About 650,000 units in the city were built before Oct. 1, 1978, and are regulated by the rent-stabilization ordinance. That's nearly 75% of L.A.'s apartments.

Los Angeles has one of the least affordable housing markets in the country, and that's [the driving force](#) behind the city's homelessness crisis. More than [half of tenants](#) in the greater L.A. region are rent-burdened, meaning they spend more than a third of their income on housing, leaving less money for savings, healthcare, transportation and other needs.



OPINION

Opinion: I believe in tenants' rights. But L.A. is pushing out small landlords like me

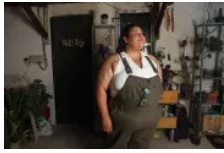
Jan. 16, 2024

More than 10% of tenants spend more than [90% of their income](#) on rent, making them vulnerable to ending up on the street. So city leaders have a keen interest in keeping rents stable to help tenants stay housed.

But the city also has an interest in ensuring that landlords can charge enough money to properly maintain their units and get enough of a return on their investment to keep them in the rental business.

L.A. froze rent increases for nearly four years after the onset of the COVID-19 pandemic, far longer than most jurisdictions. Landlords had to forgo [the cumulative 16%](#) rent increase that would have been allowed under the current formula. The 4% increase allowed on Feb. 1 was the first since the pandemic.

Meanwhile, property owners' operating expenses, including payroll, maintenance, utilities and insurance, have increased faster than inflation in recent years.



CALIFORNIA

To renovate an apartment — and not jack up the rent: These property owners have found a way

Oct. 3, 2024

It's not easy for policymakers to balance those competing interests. But reasonable changes can be made to the formula that establishes how much owners of rent-stabilized units can raise their prices each year.

The city ordinance sets an allowable annual increase in rents between a guaranteed minimum of 3% and a maximum of 8% based on the consumer price index, which measures inflation. Because inflation was low for so long, allowable increases have exceeded the CPI in 23 of the last 30 years, meaning rents were permitted to rise significantly more than inflation.

Fair market rent for a one-bedroom apartment was \$490 in 1985, when the city adopted the current formula. If allowable rent increases had tracked the consumer price index, the same unit would rent for \$1,500 today. With the 3% guaranteed minimum allowable rent increase, however, the rent would be \$1,705, according to an analysis done by [Keep LA Housed](#), a coalition of tenant advocates. That's still lower than current market rent of about \$2,000 a month.



OPINION

Editorial: L.A. can't become an affordable, livable city by protecting single-family zoning

June 17, 2024

L.A. allows annual increases of as much as 8% based on inflation, which is higher than most of the other cities that have rent control. The city also allows landlords to charge an additional 1% if they cover gas and the same if they pay for electricity. At a time when tenants are already crunched by higher prices, the current formula permits landlords to raise most renters' biggest monthly expense by a significant share.

Tenant advocates have pushed the City Council to set a 3% maximum and peg increases to 60% of the consumer price index to slow rent increases over time. Landlord groups want the council to keep the formula as it is so their members can make up for the pandemic rent freeze.

The [Housing Department has settled on a good compromise](#): setting a new maximum allowable rent increase of 5% and a new guaranteed minimum of 2%. That would prevent sharp rent hikes while helping landlords keep up with rising business fees and expenses that may not be reflected in the consumer price index. The department staff also suggested eliminating the extra 2% potentially allowed for utilities after [a study](#) found the additional rent increases likely exceed the cost of service.

Other proposals from the Housing Department need a bit more scrutiny from council members. To help landlords keep up with rising costs in years when inflation exceeds the 5% annual cap, staff suggest “banking” increases above 5% and applying them when the consumer price index falls below 5%. That could cost tenants more because the extra percentage increase would be applied to higher base rents in future years.

The Housing Department also suggests basing rent increases on a different measure of inflation that does not include housing costs, which have been a major driver of inflation. Tenant advocates warn that the proposed measure can be volatile, while landlords say it doesn't capture enough of their costs.

Rent control is a valuable tool for keeping communities stable and preventing displacement and homelessness in an expensive real estate market. It makes sense to adjust the city's formula for allowable rent increases to strike a better balance.

But ultimately the solution to L.A.'s housing crisis is to build more housing, especially affordable housing. The top priority of the City Council and Mayor Karen Bass should be making homebuilding faster, easier and cheaper in every neighborhood of the city.

More to Read

L.A. to boost pay for nonprofits at its homeless shelters

Dec. 14, 2024



These L.A. tenants want to own their buildings. L.A. is collecting millions to help

Nov. 21, 2024



An affordable housing complex for Hollywood workers grapples with tenant complaints

Nov. 19, 2024



The Times Editorial Board

The Los Angeles Times’ editorial board determines the positions of The Times as an institution. It operates separately from the newsroom. You can read more about the board’s mission and its members at [About The Times Editorial Board](#).

From: [Sarah Szych](#)
To: [Public Comments](#)
Subject: Whistleblower on abuse of veterans in recovery: for funding
Date: Sunday, December 15, 2024 11:35:52 AM

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My name is Sarah R Szych i am present in the encampment at or around 1900 Palm Avenue. I am a gravely disabled grandmother, an honorable veteran (only 1year 9 months of 3 year service agreement as an airman in the navy, CVN 68 served) we all know what it means to be ineligible but does that mean human services at veteran affairs, who never wore uniforms get to defraud veterans in honest recovery. I qualify for political asylum coming out of MRT. I am wondering under a Vienna protective order, 1126844216, from my refugee status under the Trudeau Ministry and canadian border services, why the United States government employees have continued the harassment. I tried to donate most of the monies my medical and due process violations are worth to no avail, I even applied for a pending grant to fund a program to aid the crisis. The VA Soldier On program has lied and covered up these events and is dishonoring every city I show up in. Do not become part of the problem and choose to fund cost of living raises with Americans abuse. I am only passing through and headed to south America for an adequate environment and to be free from harassment. There are concessions to every rule in life, it's called being held accountable. Turns out it's government employees refusing to be honest about discrimination. People should consider where the problem is, if innuendo over radio waves is ending the life of a grandmother to cover up criminal activity.

Yours truly,
Sarah r szych
Discharged AN Sarah R Rybinski

From: [Mark Williams](#)
To: [Public Comments](#)
Subject: Fwd: AdHoc Meeting December 16, 2024
Date: Sunday, December 15, 2024 5:53:17 PM
Attachments: [241215 Imperial Beach Ad Hoc Committee for Tenant Protections PDF.pdf](#)

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Please find attached too many pages of discussion about tenant protections.

Hoping to bring some common sense.

Thanks

Mark Williams

[REDACTED]
Imperial Beach, CA 91933-1944

[REDACTED]

Imperial Beach Ad Hoc Committee for Tenant Protections

Housing Providers and Tenants have long standing relationships. Occasionally from time to time the relationship needs to be severed or turns sour. This is no different than any other business relationship.

The news is filled with horror stories about tenants destroying rental properties; not only hoarder junk, but drugs, meth, puppy mills, farm animals, non-working cars and trucks leaking oil on the lawns, driveways, in parking lots, which runs into the waste water gutters to our beaches.

Other stories are about tenants who rent a room for one month and never leave. Or tenants who lock out the owners.

A few in our city want to create more issues for housing providers which only help bad tenants. This creates squallier, non-payments, and evictions which are costly and time consuming. What the supporters are forgetting is the individual housing providers. Every time a law is passed it makes it much harder. Because of this the acceptance of lower financial tenants has become unattainable for many of the housing providers. We would require two months security deposit on high risk tenants. Not allowed to any longer. Used to be able to see criminal history; now the counties mask it. Used to look at past evictions and court filings; now that is masked. The state and cities are protecting many of the people you wouldn't let into your home. Why? This helps the professional scammers. Who is this hurting? Everyone!

Used to accept credit scores below 600, now minimum is 715 (national average). Applicant's personal banking is looked at deeper. They now must have in their personal savings a minimum of 12 months' rent. This shows job and financial responsibility stability. I'll add that gig economy and self-employed are having a much harder time because now banking and tax records are required. Just like buying a house or car.

Private investigators are now used to deep dive the background of prospective tenants. Just trying to weed out the known problem tenants. They look at social media post, past bankruptcies, and anything else that may suggest pitfalls.

Today I rent only people with an official identification issued by the US Federal government or a State Government with the Federal E-Verify need apply. Too many scammers.

Lease agreements used to allow for mediation of disputes, just like every other business contract. That was removed by the state to protect tenants. Again, who are they protecting? Now the courts are overloaded and it takes a very long time to evict someone.

Now our own cities are working against housing providers by enacting hostile laws that adversely affect the business relationship between housing providers and their customers, who happen to be tenants.

Ideas that have been enacted include:

Anti-harassment where the tenant "feels" harassed because of anything from being told not to park on the grass, or in someone else's parking spot to asking where the rent is? City of Los Angeles took it much farther by also enacting the "dirty looks" as harassment. Punishment to the housing providers is a

minimum of \$2,000 plus attorney fees. And the lawsuits can be filed by renters, renters organizations, or by the City of Los Angeles and the landlord has to pay attorney fees even if it's the LA City attorney.

Harassment includes taking pictures for obtaining quotes or for cause. It's called evidence. Nobody likes it. It's a necessary business practice. Tenants can remove personal pictures easily enough.

As part of a normal business Housing providers need to perform inspections from time to time. This requires access. Some tenants feel this is harassment. Some feel the right to change the locks or refuse entry to the housing provider, realtors, repair people and even city code enforcement inspector's. Some tenants put wet rags in buckets under sinks to create mold.

Some tenants will call city code enforcement for a problem they created that the housing provider was never notified about. Of course these problems never show up until tenants are being evicted for non-payment of rent. Funny how that happens...

Other issues are broken electrical outlets and switches, water leaks and clogged plumbing, even toys put down a toilet, which go unreported. Broken windows, broken mirrors, holes in walls, storage of hazardous materials, these issues need to be addressed as they occur and yes the tenants need to pay for repairs as they occur; but they don't want to.

Some tenants sneak in dogs which chew door and window trim, through walls, and poop is left on the floors, which damages the flooring, and destroys carpeting. Because of changes in state law security deposits are likely insufficient to cover damages.

Who determines what harassment is? The city? The state? Who? There is not and can never be specific rules. If a tenant is harassed they can sue for emotional distress. The city should butt out.

Housing Providers have been sued because a tenant's dog bit or killed a neighbor. This happened in San Francisco with the housing provider paying \$200,000.00 because the dog killed a neighbor.

This is what much of what the tenant protections are doing.

Where are the housing provider protections? There are none. Housing providers are forced to take large aggressive dog breeds that tenants just got as "emotional support animals". Is it harassment when the housing provider tells the tenant to pick up after the dog poops?

What is the city remedy for changing door locks? Blocking entry for inspection or repairs? Or just outright squatters? How about the city paying for housing provider legal cost to evict squatters?

Just recently I needed to access without notice an upstairs rental unit because water was leaking from a fitting on the toilet. It destroyed the downstairs ceiling. The failure was a direct cause of the tenant incorrectly installing a bidet. Unapproved plumbing alterations water damages and repairs cost of \$25,000. I have receipts. How much of the tenants one month security deposit did this cover? So what is the remedy? Lawsuit and garnish wages? (Good luck with that).

State and cities require low flow shower heads; how often do I need to remove the high flow shower heads and reinstall the low flow shower heads as required? Also required are smoke and CO2 detectors. Also required is the permeant battery 10 year life expensive devices. Used to be the batteries were stolen for other things. Now, because they will get dust and need periodic cleaning, they get thrown away and the tenant says it was never provided.

Where are my city protections for these issues? None exist yet the city wants to fine me for harassing my tenant when I am constantly fixing the same things for the same tenants.

One thing the city could do is refuse to send out code enforcement to look at anything without the housing provider being notified 30 days in advance and provided an opportunity to make repairs. Tenants weaponized Code Enforcement. Don't let that happen.

Housing providers are required by law and morally should provide a safe home. Recently some IB tenants were threatening to withhold rents until the Tijuana poop odors were cleaned up. Some feel it's the housing provider's responsibility to remove the vagrants hanging outside and all the vandalizing and breaking into cars should be paid by the housing providers. Where are the housing provider's rights on this? These are social issues that have gone unchecked by city law enforcement or just out of our cities ability.

Some cities want their regulations in 12pt font. This makes it harder from a management standpoint. If the word processor is set for 12pt, and it prints 12pt but it copied at 11.9pt then what? It makes the lease agreement invalid and the tenants get all of their money back. Yes, it's that level of stupidity.

Any city specific notices should be written on city letterhead and available on line as an addendum PDF and available for a free printed copy. San Diego requires the tenant's protections be provided to the tenants in print, all 70 pages. It immediately goes into the trash. Simply if the city requires it, the city should provide it at city cost. Fair is fair.

Some cities have implemented residential vacancy taxes. San Francisco just lost a lawsuit about this. They will appeal it of course. SF was taking an estimated \$9 million annually. Why does this matter? Because every time the state or city makes it harder to do business, more vacancies occur. These houses and apartments go unfilled. Thus contributing to less available housing.

In 2020 I worked in much of Imperial Beach for the US Census. I was shocked to learn how many homes and apartments in Imperial Beach are kept vacant. I started keeping a count it added up over 200 units. I only went to the homes that did not respond to the census. Some of the owners were past housing providers who chose to keep them off of the market. By implementing more friendly policies Imperial Beach could see some additional housing become available.

What is more favorable to housing providers?

- Unpaid rent from a tenant must be placed into an interest bearing account with the city as an escrow holder within three days of a late notice being served by a housing provider. If the tenant doesn't perform the city is to remain silent regarding eviction.
- During normal business hours if tenant refuses housing provider or their agents access for any reason the housing provider will notify the city and the city is to remain silent regarding eviction.
- Other issues the city needs to remain silent on include:
 - A) Unknown persons who are staying there.
 - B) Animals that were not previously approved by the housing provider. Including any emotional support animals.
 - C) Any criminal activity on or off the property.
 - D) Storage of dangerous items on the property.
 - E) Changing of locks or rekeying without the housing providers written permission
 - F) Anything that violates the lease agreement.

Part of the city's effort will interfere with housing provider's ability to evict nonperforming or underperforming tenants. Requiring a housing provider to accept back rent after eviction papers have been started is costly to the housing provider. Lawyers get \$1,000.00 to just fill out and file the paperwork with the courts. This expense could be avoided if the tenants paid the rent on time and stopped pretending the housing provider is their bank. Banks and loan companies repossess cars without interference from cities and are not required to go to court. Same with furniture. It's a business transaction.

There should be a different set of rules for people who rent rooms vs the entire apartment or home. Currently they share the same benefits, putting the small homeowner/housing provider at much greater risk. This has led to reduced housing with bedrooms sitting empty. There are a few residents who could tell you horror stories about their own individual experiences.

I covered a lot of ground here. Point is if the city wants more housing, then make it easier on housing providers to remove bad apples, non-paying, and other issues that add to the operational cost.

In 2025 we are going to see an additional business Federal tax. This is because the state of California has defaulted on its obligations to the Federal Government on a \$20B loan for COVID-19 pandemic relief. Not only will the manufacturing, farming, retail, hospitality sectors but so will the housing providers. Of course this additional tax will be passed along to every consumer and housing is no different. For this take your complaints to Governor Newsom.

My own water bill in the last 12 months increased over 20% for less water usage. EDCO has increased over 10%. SDGE is next to impossible to calculate thanks to all the other factors. Point is outside costs are driving up the rents. A shower valve replacement used to cost \$300.00 two years ago. Same job today cost \$1,200.00. The trades cost have skyrocketed. Property Insurance has also leaped. This too is something the state messed with. There are plenty of stories. Mostly because they know they can get it. Where is the regulation of these costs? Who is supposed to pay these costs? The consumer always does; the tenants see it with higher rents. **What can the city do? Stop adding risk and adding cost.**

Yes – every residence should be maintained. The heat should work, doors and windows should lock and the roof not leak. Electrical and plumbing should be maintained. This cost a lot, but it is needed.

Because of cost many housing providers will not provide some basic amenities such as a stove and refrigerator. Why? Because accessibility has become an issue with lingering excuses for COVID, work from home interruptions, they want the service in the evening or over the weekends. Some tenants wait until Friday evening to report a plumbing problem because they don't want the intrusion while they are working. So the solution is to minimize risk and cut cost. Law does not require housing providers to have these items, nor should it.

I have only addressed the issues that affect small time housing providers, not the corporate investors. Although they suffer the same cost hardships usually the economies of scale make it more palatable.

Some cities have enacted renter's boards to determine what the rent should be. Or have claw back which require the housing provide to refund rent monies. These cities also have the highest vacancy rates and lowest new builds for apartments.

The corporate investors typically will raise the rent the maximum allowable amount every year. Small housing providers don't usually follow this model. Unfortunately, because of rent control and over reaching tenant protections such as harassment mentioned earlier the small time housing provider no longer has that luxury. Need to build a war chest for the day it's your turn to defend yourself from bad tenants.

How would I go about addressing the issues? Have a real honest discussion with housing providers, large and small. Find ways to contain cost. Find ways to remove bad tenants quickly. These two things will protect the good tenants and go towards keeping rents from increasing as much. Talk with some of the eviction attorneys and learn what their biggest issues are, and their cost.

Nobody want's slumlords and the issues that come from that; just like nobody wants bad tenants and the problems that come from that.

Both sides deserve balance.

Housing is not a monopoly. Housing is owned by many people from individuals to large corporations. Housing can be shopped for amenities, cost, and location. We only have one provider for gas, electric, water, sewer and trash. These are monopolies.

Mark Williams

12/21/2024 Tenant Protection Ad Hoc Committee Meeting Correspondence

a) Correspondence from Danyrea Megginson.
b) Correspondence from Suzzane Warren.
c) Correspondence from Mark Williams x 2
d) Correspondence from Geraldeen Wood-Herman
e) Correspondence from Sandra Brillhart

From: [Danyrea Megginson](#)
To: [Public Comments](#)
Subject: Tenant Protections
Date: Monday, December 16, 2024 5:07:22 PM

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Unfortunately, the narrative of Hawaiian Gardens is a far too familiar one seen throughout our county, where we choose profit over people. There is no consideration given on the effect of the most vulnerable among us. Where will they go? Do you even care?

We need to look at stronger protections for tenants like stopping remodel evictions altogether, and help tenants with temporary placement during the remodel at their current rental cost or below. Lastly, after the remodel allowing them to move back to their residence under the same rental agreement, or no more than a 2-5% rental increase. This will especially help those on a fixed income, such as our seniors or those with disabilities.

When we know better, we can do better. We can make this story and future ones have a happy ending. Having a safe affordable roof over your head is a human right.

With Unity & Love,

Danyrea "**Cookie**" Megginson
Community Organizer
San Diego Organizing Project
m: | **e:** danyrea@sdop.net
w: www.sdop.net

"Until the Lion learns to write/speak, every story will glorify the hunters narrative" African Proverb

"Righteousness and justice are the foundation of your throne; steadfast love and faithfulness go before you." (Psalm 89:14).

From: [Suzanne Warren](#)
To: [Public Comments](#)
Subject: Hawaiian Gardens in Imperial Beach
Date: Monday, December 16, 2024 10:11:10 PM

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Mayor Aguirre, Council member Jack Fisher and other members of the Council Committee,

I am disturbed by the recent actions taken against the tenants of Hawaiian Gardens in Imperial Beach. The owner of Hawaiian Gardens has told tenants they need to leave by January 31, 2025. This is not acceptable or humane. Residence should be given much more notice and offered choices and help related to finding new housing.

I support a recommendation the City of Imperial Beach strengthen the rules governing evictions as per Chula Vista and San Diego. As a council you represent all of us and can make changes to protect the vulnerable against private equity companies with no faces or history in our community. The people most affected need our help. It comes down to a sense of decency and recognizing who our neighbors are.

We suggest a moratorium to sort this out and find an equitable solution. We have enough homeless families in this county without adding more pain and misery in our own community.

Suzanne Warren

From: [Mark Williams](#)
To: [Public Comments](#)
Subject: Fwd: Comments for the December 21 Ad Hoc Tenants Rights meeting.
Date: Friday, December 20, 2024 3:53:02 PM
Attachments: [Comments for Ad Hoc tenants protections December 21 2024.docx](#)

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Thank you

Mark Williams



1 Comments for tenants protections December 21 2024

2 One of the things that have not been discussed that should not be controversial is public safety.

3 Imperial Beach has a lot of secondary homes that are hidden behind the main home. We also have a lot
4 of homes where the address is not clearly identified. In addition when the neighbors/sheriff/fire has
5 problems that warrant owner/property manager notification there is no easy path to contact someone.

6 To address this issue the city could/should require a few things:

7 **Address displayed:** Require every property, all homes or separate buildings, to have the address
8 displayed on the structure so it can be seen from the curb/driveway. Additionally it should be a
9 contrasting color.

10 Addressing alley homes (two or more homes on one lot): A simple sign easily seen from the street curb
11 stating the back house address (s) followed by the word "alley". Example 1070 Alley or other clear
12 reference. Alley houses address need to be seen from the alley and identified on the building. This
13 should be required of all properties, owner occupied or not.

14 Condos and apartments must have each unit clearly identified by the front door.

15 **Contact Information:** Rental properties only with absentee owner: Require posting of a sign that can
16 be read from the curb or alley that provides either a phone number or email address to contact the
17 responsible party. Examples: myemail@aol.com or 619-123-4567 or Managed by: ABC properties 619-
18 987-6543. Point is to have a path for the average person to reach someone for property issues.

19 Short Term Rentals, less than 30 days, need a permanent sign posted outside, not just in a window, and
20 require a 24 hour contact phone number.

21 IB code enforcement would be charged with enforcement of these rules.

22

23 **Health Risk from Second Hand Smoking, Cannabis, Vaping, Incense, Scented Candles**

24 Imperial Beach being a health-conscious community should outright ban any substances is capable of
25 creating a smell and can be transported through the air from rental properties. This should exclude BBQ
26 and other food cooking. Make an easy path to evict if necessary the people who break this rule. Aside
27 from the property damage odor producing elements cause neighboring tenants or residents simply
28 cannot get away from it. In some people it causes medical crisis. This is true of all allergens.

29 **California Prop 65 Warning for Mexican Sewage**

30 I urge the city to create a lease addendum for our cities housing providers to explain the unknown
31 health risk due to the Mexican sewage issue. Help the housing providers protect themselves.

32 Have this available on official City of IB letterhead and available as an option to local housing providers
33 to have tenants sign to acknowledge the risk.

34 **Animals (excluding legitimate service animals)**

35 One of the larger problems is people sneaking in animals. The legal binding lease agreement seems one
36 sided only protecting the tenants, not the landlord. People move in clearly stating they have no pets and
37 then suddenly get their large breed “emotional support” animal. A number of issues come up including
38 the dog owners not picking up the poop, constant dog barking, dog lunging at people, dog chewing
39 walls, doors, and trim creating waste. And if the housing provider says the dog has to go, the bad
40 tenants say it’s their ESA. The city can and should address this issue and put it in the hands of the
41 housing provider, at their sole discretion to allow pets.

42 FYI – Per changes in state law housing providers are no longer allowed to collect extra security or extra
43 rent for pets. Unfortunately this means every tenant must pay more.

44 **Tenant Financial Accountability**

45 Often housing providers require “Renters” insurance. This is not expensive, however of for some reason
46 the home becomes unable to be occupied or the tenants property becomes damaged or stolen, the
47 tenant is covered. Renters insurance does not pay for broken windows, holes in walls, holes in doors or
48 other such damages. If the housing provider is lucky enough to find this damage while the home is still
49 occupied they will want to fix it. The means bringing in outside contractors to make repairs. Some
50 tenants feel intruded upon and change locks or just flat out refuse to allow repair people in to make
51 repairs or quote. The tenants (or their friends or pets) who caused the damage are fully accountable for
52 these cost. It’s not part of normal wear and tear. Nevertheless they don’t have the hundreds to
53 thousands to pay for the damages. Housing providers can deduct the repair cost from the security and
54 put the tenant on notice that they must refund the security deposit in 30 days, or eventually a notice of
55 eviction and eviction to follow for this. The issue is whole caused by the tenants and need to pay for this
56 damage. Legal aid and groups like ACCE don’t feel this it is reasonable to demand renters insurance; too
57 expensive. How about liability insurance for that Pit Bull the tenants lied and said they didn’t have?

58 Point is housing providers need protections and assistance from having to evict bad tenants because of
59 issues like this. An eviction in San Diego takes seven months or more; all the while not collecting rent.
60 The city should require non-paying tenants funds be deposited into a city held escrow account. Nobody
61 deserves a free ride. These funds should go to the prevailing party once the court case is resolved.

62

63 **Housing Provider Limited Financial Liability**

64 ACCE and other Housing Rights supporters feel that Housing Providers should pay tenants for relocation.
65 The state law already includes that and it is sufficient.

66 What if the property became suddenly not available due to fire, flooding, broken water pipes, electrical
67 problems, SDGE shut downs or gas leaks. Then what? The Housing Provider financial should be limited
68 to 1/30 of the month's rent per night that the tenant cannot occupy the property. This is fair. Tenant's
69 renters insurance will pay for additional living expenses. Housing Providers cannot obtain such
70 insurance. Where is the fairness getting much more than you paid for? Requiring Housing Providers to
71 pay for hotels or other long term housing is a recipe for bankruptcy. This also goes for periodic
72 maintenance including tenting for termites.

73 As unfair requirements are placed upon housing providers, rents go up in reaction. This makes
74 it really hard to be a compassionate housing provider.

75 It is next to impossible to separate the mega corporate owners from the small owners. Every law passed
76 has hurt small time investors. So much, that even renting out a bed room is a huge risk. When there is
77 no longer an upside the vacancy rate will increase. Simply because fewer people will take the risk. This
78 has been seen in San Francisco where the city started charging a vacancy tax. The courts ruled that the
79 city cannot charge that tax. I urge the council and committee to think of the greater good when looking
80 at issues.

81 With regards to the housing rehab issue yes it's hard on the people living there. Yet it's easier on the
82 city. New tenants will bring more money into the city and spend it locally. The city population will not
83 change in numbers , however the city coffers will be larger. In addition the sale of the property reset the
84 property taxes. I am estimating the new annual tax rate will be \$380,000/yr. There is no way for the new
85 owners to offset this cost without higher rents. And it would be very wrong to think otherwise.

86

87 *We need to also have an anti-harassment clause to protect housing providers. Other evening I*
88 *listen to a phone message that was left threatening a housing provider. Tenant was being evicted*
89 *for nonpayment of rent, and one of her protesting friends, likely also a member of the group*
90 *ACCE called the housing provider and left a threatening message because of the eviction.*

91 *It's behavior like this that detours housing availability. This person who was being evicted also*
92 *had members of ACCE protest in front of the residence, to harass the owners, which led to her*
93 *"friends" throwing rocks and breaking two windows costing over \$1,000.00 to repair.*

94 *The owners should never be harassed like this and certainly our city should demand a complete*
95 *criminal investigation into all parties' present and full restitution be made for the damages.*

96

From: [Mark Williams](#)
To: [Public Comments](#)
Subject: Additional Comments for tenants protections December 21 2024
Date: Friday, December 20, 2024 4:49:04 PM

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Additional Comments for tenants protections December 21 2024

Here is a question about tenant protections that just doesn't make sense.

- If you don't make your car payment, new or used, your car gets repossessed.
- If you don't pay your water bill, it gets shut off.
- If you don't pay your electric bill it gets shut off.
- If you don't pay your cell phone bill it gets shut off.
- If you don't pay your mortgage your house gets foreclosed on and you are removed.

Not one of the above requires a court appearance or takes a minimum of seven months just to get in front of a judge. It's just part of life. Paying your own way.

Housing is NOT A RIGHT! It's a need, not an obligation placed upon small investors.

How is it fair in any manner of speaking to allow non-paying people to occupy for free your property? Chances of collecting anything down the road is next to impossible.

So how is it okay for others to decide if they can stay or not?

Why are others making it extremely hard to remove non-paying tenants, squatters (truly unknown persons) and others who just hang on? Why are housing providers THE ONLY ONES getting stuck with the bill for property losses, damages, and court cost?

City councils like San Diego and Chula Vista have created an unsustainable situation. The ignorance and self-righteousness is astounding. Decisions are pushing out the small investor and bringing in the corporate investors. The very people the cities say they don't want to see.

Cities providing legal aid to stop an eviction are absurd. Tenant protections have gone too far.

The idea behind anti-harassment protections to the people that are taking (stealing) from others would be laughable, something from The Onion, until it's in writing.

Best way to prevent harassment is pay the rent, on time. It's not like it's a surprise when it's due. Follow this by following the housing rules; not sneaking in pets, additional tenants, sub-letting, Airbnb, and causing waste.

I would think that cities would want responsible residents, this goes equally for tenants and landlords.

Housing providers should maintain the property to acceptable standards of safe and functional. Sometimes that requires tenant relocation. Compensation should be 1/30 per day of the rent. That is fair because is what the housing provider earned. Anything more is unjust.

I met with other housing providers Friday morning that live in San Diego. They own a paid off property. They now have two permanent vacancies. They are just not going to risk it any more.

Housing is coming off of the market because of risk and burdens placed upon by state and local government. What are cities going to do? More restrictions? Enough!

Mark Williams



From: [Geraldeen Wood-Hermann](#)
To: [Public Comments](#)
Subject: Public comments
Date: Friday, December 20, 2024 4:40:56 PM

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Good Morning
Mayor &
Council Members

My husband Bill Hermann & I Gerri Wood-Hermann Live at Swell Apartments which had their outside renovated starting last May of 2024 and are expecting each unit to be renovated inside as of January 2025 when they come to each unit we were told we need to vacate immediately That is not easy to do than if we want to come back we were told we will have to reapply with the rates increase maybe doubled
It was bad enough being forced out of the Coronado Loews Bay Resort Marina & being forced off our boat which we loved & the boating life to have to face another eviction !!!!!

Please help us tenants to be able to affordable our rent & be comfortable in our home without being concern about being able to afford rent or living in our cars

We are not against the little businesses Landlords we are talking about the "BIG" greedy investors who are just coming into our small towns & taking over NOT caring if they are pushing people to be homeless !!
They should drive down town SD or interstate 5 & look at all the homeless living off the side!!!

Thank U for taking the time to let us vent but please think it through who is the REAL person who needs restraints or not !!!

Very concern & grateful
for your concerns
Gerri & Bill of
s/v Stagger Wing
32' WestSail

Sent from my iPhone

From: [Sandra Brillhart](#)
To: [Public Comments](#)
Subject: Ad Hoc Tenant Protections Committee
Date: Friday, December 20, 2024 5:12:50 PM

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Thank you for taking on this important and difficult issue.

I support a local tenant protection ordinance because it is becoming increasingly apparent that the State law does not do enough to protect vulnerable IB residents.

If it has not been done already, I suggest trying to get more data on the effectiveness of the existing local ordinances in achieving their desired outcomes. For example,

- Have they resulted in fewer no fault evictions?
- Have they provided impacted residents with sufficient resources to find suitable housing and prevent homelessness?
- Have they resulted in any unanticipated or negative consequences to the community?

Public officials should always put the common good over private interests. Preventing homelessness and safeguarding vulnerable residents against unscrupulous and unfair practices from landlords is clearly in the public interest.

Respectfully,
Sandy Brillhart

12/23/2024 Tenant Protection Ad Hoc Committee Correspondence

a) Correspondence from Lyle Pavuk
b) Correspondence from Mark Williams
c) Correspondence from Gary Brown x 3
d) Correspondence from Paula Hall

From: Lyle Pavuk [REDACTED]
Sent: Saturday, December 21, 2024 2:11 PM
To: Tyler Foltz <tfoltz@imperialbeachca.gov>
Subject: HUD Research Report on Social/Health Impacts of Eviction

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Good Afternoon Tyler,

Below please find the HUD Report:

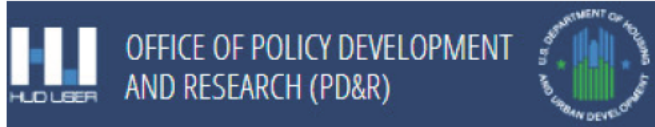
<https://www.huduser.gov/portal/periodicals/em/Summer21/highlight1.html>

The section I read from at the ad-hoc meeting is under the “Social and Economic Impacts” and “Health Impacts” Headings

All my best,

Lyle

.



EVIDENCE MATTERS

Transforming Knowledge Into Housing
and Community Development Policy



Summer 2021

IN THIS ISSUE:

Affordable Housing, Eviction, and Health Prevalence and Impact of Evictions Eviction Prevention Initiatives

Affordable Housing, Eviction, and Health

Highlights

- Eviction is a commonplace and highly disruptive experience for low-income renters, with an estimated 3.7 million subjected to eviction filings in the most recent year for which data are available.
- African-American and Latinx renters (especially women), families with children, and renters in certain geographies are at greater risk for eviction.
- Evictions are associated with numerous negative physical and mental health outcomes, and eviction prevention is critical for mitigating both the spread of COVID-19 and its associated mortality.

The United States remains embroiled in a longstanding affordable housing crisis, leaving low-income renters particularly vulnerable to high housing cost burdens and housing instability. As a result, low-income renters often are threatened with or experience eviction — an involuntary move from housing initiated by a landlord.¹ The COVID-19 pandemic and its accompanying economic disruptions have intensified the threat of housing instability and insecurity nationally, but the effects of these crises have been uneven, with negative outcomes borne disproportionately by people and communities of color. Even under normal circumstances, eviction has negative and widespread economic, social, and health impacts on families; during a public health emergency, these impacts are particularly acute. Research links eviction with

increased rates of mortality, substance abuse, suicide, and low birth weight, among other physical and mental health impacts. Since the beginning of the pandemic, federal, state, and local governments have intervened to curb the spread of the coronavirus by helping people remain housed. These interventions, along with other longer-term policies, will be needed to address eviction and its often devastating consequences.

Eviction: A Commonplace Experience for Low-Income Renter Households

Nationally, an estimated 2 million renters are subject to legal eviction filings each year, with 900,000 or more of those resulting in a completed eviction; that is, removal from the home. Researchers at the Eviction Lab at Princeton University point out that significant gaps in eviction tracking data exist, so these figures underestimate both eviction filings and completed evictions.² Based on data from 2016, the most recent year available, landlords filed an estimated 3.7 million evictions, with about 8 out of every 100 renter households receiving eviction notices.³ Hepburn and Rutan place the scale of evictions in context by comparing them with the 2.8 million foreclosure starts at the height of the Great Recession.⁴ As staggering as these figures are, many more renters may be forced to exit their housing without a formal filing or between the time of a filing and a judgment. Wake Forest University law professor Emily Benfer points out that more than 30 percent of tenants move after the first sign of an impending eviction — usually notice from a landlord — without ever going to court.⁵



An estimated 900,000 or more U.S. renters are formally evicted from their homes each year. *Photo courtesy of Flickr user Fibonacci Blue (CC BY 2.0)*

These national findings build on those by Desmond, who found that more than one in eight Milwaukee renters experienced a forced move between 2009 and 2011.⁶ Another study found that one in seven children born in large U.S. cities between 1998 and 2000

experienced at least one eviction between birth and age 15.⁷

Informal evictions are even more difficult to quantify. A study of Washington, D.C., found that only 5.5 percent of eviction filings resulted in completed evictions; however, a forced exit from housing can happen at many points that may not be recorded.⁸ Existing information on rates of informal evictions indicates that they vary by locality. The Milwaukee study found that informal evictions occurred twice as often as formal evictions, whereas evidence from a different study on moves in New York City between 2016 and 2018 showed the opposite — roughly one informal

eviction for every two formal evictions.⁹ (See “[Prevalence and Impact of Evictions](#),” for more information about current efforts to track evictions and the associated challenges.)

Nonpayment of rent is the primary reason for eviction, which itself can arise from various causes, including rising rents combined with stagnant income growth and persistent poverty, job or income loss, or a sudden economic shock such as a health emergency or a car breakdown. Other reasons include lease violations, which can be technical in nature; property damage; and disruptions, such as police calls. Landlords, for their own reasons, may force tenants to move, either informally or through a legal “no-fault” eviction.¹⁰ Renters often are evicted over relatively small amounts of money — in many cases, less than a full month’s rent.¹¹ As discussed below, however, the disparities in evictions suggest that factors besides the ability to pay rent affect eviction rates.¹²

The COVID-19 pandemic and related mitigation responses drastically altered the context for evictions. On one hand, widespread impacts such as health emergencies and associated expenses, job loss, and income reductions have put many more households at risk of eviction than there were before the pandemic. On the other hand, eviction moratoria and other interventions significantly reduced the prevalence of evictions during the pandemic. In May 2021, an estimated 16.8 percent of renter households felt that eviction would be “very likely” within the next 2 months, and another 28.6 percent felt that eviction would be “somewhat likely” within the next 2 months.¹³ These figures represent an improvement from December 2020, when an estimated 17 percent and 35 percent of respondents believed that they were “very likely” and “somewhat likely,” respectively, to be evicted in the next 2 months. When pandemic-related emergency measures such as eviction moratoria expire, many cities are likely to face a backlog of filings along with a wave of new filings.¹⁴

Eviction Disparities

Although eviction is relatively common among low-income renters because of increasing rental costs and stagnant incomes, studies examining both national and local data have found that African American and Latinx renters (especially women), families with children, and renters in certain geographies are at greater risk for eviction than are other renters and neighborhoods with similar income characteristics.

A study examining court records of eviction cases against 4.1 million individuals in 39 states between 2012 and 2016 found that a disproportionate share of eviction filings and judgments were against African-American renters.¹⁵ Overall, although African-Americans make up only 20 percent of all U.S. renters, they constitute 33 percent of renters who are evicted.¹⁶

Female African-American and Latinx renters were more likely than males in the same groups to have evictions filed against them.¹⁷ Factors contributing to the increased rate of eviction for African-American and Latinx women include low wages, the need for larger and more expensive units to accommodate children, landlords attempting to evade increased scrutiny related to lead

poisoning of children, police calls related to domestic violence, and gender dynamics and abuses of power between male landlords and female tenants, including sexual harassment and assault.¹⁸ In a review of data from large cities, Lundberg and Donnelly found that, between 1998 and 2000, children born into poorer households were more likely to experience evictions than those born into higher-income households, and children in African American and Hispanic households were more likely to experience evictions than those in White households.¹⁹ African-American and Latinx renters were also more likely to be targeted with serial eviction filings — repeated filings against the same individuals at the same address.²⁰

These studies built on the findings of local investigations. The Milwaukee Area Renters Study found higher rates of eviction for African-American, Latinx, and lower-income renters and renters with children. Neighborhood crime and eviction rates, the number of children in a household, and “network disadvantage” — defined by Desmond and Gershenson as “the proportion of one’s strong ties to people who are unemployed, addicted to drugs, in abusive relationships, or who have experienced major, poverty-inducing events (e.g., incarceration, teenage pregnancy) to increase his or her propensity for eviction” — are factors associated with an increased likelihood of eviction.²¹ In Milwaukee County, female renters in predominantly African-American and Latinx neighborhoods were disproportionately evicted.²²

A number of studies of eviction filings in local contexts, usually at the city level, find stark geographic disparities and concentrations of evictions, with a small number of neighborhoods and even specific buildings and landlords accounting for a disproportionate share



The groundbreaking Milwaukee Area Renters Study found higher rates of eviction among African-American, Latinx, and lower-income renters and renters with children.

of evictions. These geographic disparities reflect the intersection of demographic disparities and residential segregation, but they also reveal how a small number of large-scale landlords strategically deploy eviction as a tool for rent collection and tenant control.²³ A study of eviction filings in Washington, D.C., from 2014 to 2018, for example, found wide spatial disparities across the city’s eight wards in filings, which were concentrated in neighborhoods east of the Anacostia River with majority African-American populations, and executed evictions, with more than 60 percent occurring in the two wards east of the river. In 2018, just 20 landlords owning 21 percent of the city’s rental units accounted for nearly half of its eviction filings.²⁴ Similarly, in Richmond, Virginia, researchers found that a neighborhood’s racial composition is associated

with higher eviction rates after controlling for income, property values, and other factors, with higher rates of eviction in neighborhoods with a higher share of African-American residents.²⁵

Tracking a decade of evictions in 17 cities, Rutan and Desmond found that these spatial concentrations of evictions tend to be durable over time. An examination of the 100 land parcels or properties with the highest eviction rates in 3 of the cities, for example, showed that these parcels accounted for more than 1 in 6 evictions in Cleveland, Ohio, and more than 2 in 5 evictions in Fayetteville, North Carolina, and Tucson, Arizona. Among the implications of these findings is that interventions targeted at the neighborhoods, buildings, and landlords responsible for significant numbers of evictions can have a profound impact.²⁶

In some local contexts, other factors, such as property turnover and investor purchases of multifamily rental housing in gentrifying neighborhoods, have been associated with increases in eviction rates, as two studies of eviction in Atlanta found.²⁷

Devastating and Durable Impacts

Evictions are extremely disruptive experiences that have numerous negative economic, social, and health impacts for affected families and communities. Garboden and Rosen argue that even an informal threat of eviction is an expression of the landlord's power over the tenant that can negatively affect not only renters' financial and housing decisions but also "their sense of home and community."²⁸

Social and Economic Impacts. Forced moves are often stressful, rushed, and undertaken with scant resources for associated expenses such as moving and storage services, application fees, and security deposits. During the eviction process, families might lose their possessions, their job, and their social networks and schools (with potentially negative implications for academic achievement).²⁹ Under these circumstances, and with an eviction on record, evicted households often struggle to secure new housing. In a study based on data from New York City, Collinson and Reed found that an eviction increased the likelihood that a household would apply for a homeless shelter by 14 percentage points compared with nonevicted peers and resulted in an increase of 5 percentage points in the number of days spent in a shelter during the 2 years after an eviction filing.³⁰

When evicted households do secure new housing, writes Desmond, "they often must accept conditions far worse than those of their previous dwelling," because many landlords will reject them, forcing them to accept units at the bottom of the market. Such moves within disadvantaged neighborhoods are associated with negative outcomes such as poor school performance, loss of social ties, increased rates of adolescent violence, and health risks.³¹ In addition, a forced move to a more disadvantaged neighborhood or substandard housing often results in subsequent voluntary moves in search of better conditions.³² The record of an eviction filing, however, can make securing housing more difficult and costly for these households well into the future.³³

Health Impacts. Beyond these economic and social impacts, research shows that evictions are associated with numerous negative physical and mental health outcomes.³⁴ “The evidence of the link between eviction and health is starting to snowball with research teasing out the mechanisms and directions [of that link],” says Johns Hopkins professor Dr. Craig Pollack.³⁵

A major life event and social stressor, eviction has been associated with an increase in all-cause mortality,³⁶ higher mortality rates in several substance use categories³⁷, and a likelihood of committing suicide that is four times higher than that of people who have not experienced eviction, controlling for demographic, socioeconomic, and mental health factors.³⁸ Research shows that eviction during pregnancy is associated with reduced infant weight and gestational age at birth.³⁹

These health impacts persist over time, with some studies showing effects as long as 2 years after an eviction. A study based in New York City found that in the 2 years following an eviction, people were more likely to visit the emergency room or require hospitalization for a mental health condition than were their nonevicted peers.⁴⁰ A study of low-income urban mothers using a national U.S. sample found that those who had experienced eviction had higher rates of material hardship and depression than those who had not been evicted, and these effects persisted for as long as 2 years after the forced move.⁴¹

Through its link to homelessness, eviction may lead to numerous risks, including syringe sharing (due to reduced access to sterile syringes and increased contact with the police, which can lead to the loss of injecting equipment and a greater likelihood of sharing),⁴² chlamydia and gonorrhea contraction,⁴³ HIV disease progression (possibly because eviction increases stress and disrupts one’s ability to safely store medication and access care providers and pharmacies),⁴⁴ and an increased likelihood that both male and female users of injected drugs will experience violence.⁴⁵

The link between eviction and health runs both ways: eviction leads to negative health conditions and higher risks, but negative health conditions and their associated costs can themselves lead to eviction and, in turn, worsen health conditions.⁴⁶ A study of Medicaid expansion in California found that increasing the number of Medicaid enrollees was associated with reductions in the number of evictions, suggesting that access to affordable health care can interrupt the connection between poor health and housing instability.⁴⁷

KC Tenants leaders blocking the doors to the Eastern Jackson County Courthouse on January 5, 2021, in Independence, Missouri. *Photo by Carly Rosin, courtesy of KC Tenants*

Eviction Intersections With the COVID-19 Pandemic

The COVID-19 pandemic and mitigation responses resulted in widespread job and
Submitted by Lyle Pavuk



income loss, which were disproportionately experienced by renters of color. Losses of low-income jobs, totaling more than 5.1 million, were especially high in food services, health care, entertainment, and other service industries.⁴⁸ As a result, many households have

missed rent payments or might miss subsequent payments and therefore are at a heightened risk of eviction. U.S. Census Bureau Pulse Data from May 24 to June 7, 2021, found that 10 percent of renters reported having “no confidence” in their ability to pay the following month’s rent.⁴⁹ In addition to the health impacts of eviction discussed above, forced moves out of housing have negative health implications specific to pandemics.⁵⁰

Eviction is a particular threat to health during a pandemic because, as Benfer explains, “we know that eviction results in doubling up, in couch surfing, in residing in overcrowded environments, in being forced to use public facilities, and, at the same time, not being able to comply with pandemic mitigation strategies like wearing a mask, cleaning your PPE [personal protective equipment], social distancing, and sheltering in place.”⁵¹ Epidemiological modeling under counterfactual scenarios comparing results with a strict moratorium against results without a moratorium suggests that evictions increase COVID-19 infection rates significantly.⁵² Given these patterns, eviction prevention has become a critical pandemic control strategy, important for mitigating both the spread of COVID-19 and its associated mortality.⁵³

Just as African-American and Latinx populations disproportionately experience eviction, members of those groups are also more likely than White peers to receive a positive COVID-19 test, become hospitalized due to COVID-19, and die from COVID-19.⁵⁴ The populations that disproportionately experience eviction are also more likely to have comorbidities that are associated with COVID-19 infection and mortality.⁵⁵ According to Eviction Crisis Monitor, a joint effort of Right to Counsel NYC, the Association for Neighborhood & Housing Development, JustFix.nyc, and the Housing Data Coalition, landlords have sued 32,576 households in New York City for \$265,460,130 since the pandemic began, and 222,135 renters in the state have active cases in court and will face eviction when applicable moratoria expire. Analysis indicates that “Landlords are filing evictions 3.6 times faster in zip codes with the highest rates of death from COVID-19.” In these hardest-hit ZIP codes, 68.2 percent of the population are people of color, whereas only 29.2 percent of the population in the ZIP codes least affected by COVID-19 are

people of color.⁵⁶ Nationally, Hepburn et al. found that from March 15 through December 31, 2020, eviction filings disproportionately affected African-American and female renters.⁵⁷

Research suggests that eviction prevention is important for pandemic mitigation. By studying COVID-19 incidence and mortality in 43 states and the District of Columbia with varying expiration dates for their eviction moratoria, Leifheit et al. found that “COVID-19 incidence was significantly increased in states that lifted their moratoriums starting 10 weeks after lifting, with 1.6 times the incidence...[and] 16 or more weeks after lifting their moratoriums, states had, on average, 2.1 times higher incidence and 5.4 times higher mortality.” The researchers conclude that, nationally, expiring eviction moratoria are associated with a total of 433,700 excess COVID-19 cases and 10,700 excess deaths.⁵⁸ Another study estimates that, had eviction moratoria been implemented nationwide from March 2020 through November 2020, COVID-19 infection rates would have been reduced by 14.2 percent and COVID-19 deaths would have been reduced by 40.7 percent.⁵⁹

Addressing the Crisis Through Policy

At the onset of the pandemic, state and local lawmakers were the first to step in to prevent evictions, with 43 states, 5 territories, and the District of Columbia enacting eviction moratoria of varying terms. By mid-May 2020, 31 states had halted at least one part of the eviction process; however, the hold was often applied only to the latter stages, which meant that eviction filings continued, appearing on tenants’ legal records and negatively affecting their credit scores. State and local moratoria varied in the stage of the eviction process they forestalled, the stakeholder being controlled, the type of tenant or eviction covered, and the duration. Many state moratoria expired or were limited by restricting eligibility or permitting eviction for reasons other than nonpayment (which also created a loophole for landlords), removing or weakening these protections. Benfer notes that in North Carolina, for example, 71,000 families and individuals received eviction filings, and judges denied only 3 percent of these cases despite federal and state moratoria.⁶⁰

At the end of March 2020, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act, which included federal policies to protect renters. The CARES Act prohibited evictions for nonpayment of rent from all federally backed or assisted rental properties, covering an estimated 12.3 to 20 million renter households through July 24, 2020. Also protected from eviction (potentially beyond July 24, 2020) were renters living in properties granted forbearance on federally backed multifamily and single-family mortgages.⁶¹ Ambrose, An, and Lopez’s analysis found that, in the absence of eviction moratoria, protections based on government-sponsored enterprise financing of rental housing would have reduced eviction filings by approximately 20 percent.⁶²

After the CARES Act protections and many state and local moratoria expired, the Centers for Disease Control and Prevention (CDC) began a federal moratorium that became effective September 4, 2020, and, after successive renewals, was extended through July 31, 2021. The

rationale for the order was that the moratorium would facilitate self-isolation, social distancing, and adherence to stay-at-home orders and reduce residency in congregate settings such as homeless shelters. The CDC moratorium also had significant limitations: it required tenants to initiate their protection through a written declaration and meet a number of conditions for eligibility, such as making "best efforts" to obtain government assistance and proving that they are likely to experience homelessness if evicted.⁶³ In addition, Hepburn says, "there was a lot of variation in how the order was interpreted, [so] some renters were better protected than others."⁶⁴

Although there was no comprehensive national evictions database or tracking of tenant declarations under the CDC moratorium, several studies based on available data indicate that state, local, and national moratoria have curbed eviction filings



The FASTEN (Funds and Services for Tenants Experiencing Need) program in New York is a philanthropic effort to prevent eviction through rental and rental arrears assistance, landlord and tenant mediation, and legal assistance. *Photo courtesy of Enterprise Community Partners, Inc.*

and evictions.⁶⁵ In a study of 63 jurisdictions, the U.S. Government Accountability Office (GAO) found that under federal, state, and local eviction moratoria, the rate of eviction filings was 74 percent lower in the last week of July 2020 than in the same week in 2019, but it gradually increased under the CDC moratorium.⁶⁶ Another study by Hepburn et al. that examined available eviction filings data found that 65 percent fewer cases were filed between March 15 and December 31, 2020, than during the same period in a typical year. Based on this rate, the researchers estimate a reduction of 1.55 million eviction filings nationwide in 2020.⁶⁷ Looking specifically at the period when the CDC moratorium was in effect, from September 4, 2020, to February 27, 2021, Hepburn and Louis tracked 163,716 eviction filings, a 44 percent reduction compared with the same period in a typical year. The rate of reduction varied considerably from city to city; reductions were greatest in cities that supplemented the CDC moratorium with their own protections. In cities without additional protections, filings were at 50.1 percent of the historical average. At the extremes, filings were 30.1 percent of the historical average in Richmond, Virginia, and 90.1 percent of the historical average in Tampa, Florida.⁶⁸ These findings indicate that the moratoria, coupled with income supports and rental assistance, offered renters significant protections, albeit with substantial gaps. The GAO analysis concluded that improved outreach to increase tenant awareness of the moratorium would make it more effective and beneficial.⁶⁹

Timely rental assistance can help households avoid eviction and its many impacts.
Photo courtesy of Friends in Deed

Although the CDC moratorium was extended several times, many



analysts fear that following its expiration, tenants will experience an “eviction cliff” — precipitous movement on a months long backlog of pending evictions that have been paused at various stages by moratoria.⁷⁰ Research findings by Hepburn et al. showing that eviction filing rates increased in the second half of 2020 and were higher than historic averages when eviction protections expired — for example, between the end of the CARES Act moratorium in August 2020 and the start of the CDC moratorium on September 4, 2020 — lend credence to this concern.⁷¹

The December 2020 COVID-19 relief legislation and the March 2021 American Rescue Plan (ARP) have provided \$46 billion in federal funding for emergency rental and utility assistance as well as various forms of income supports.⁷² ARP also provides \$5 billion for emergency housing vouchers and another \$5 billion for the HOME Investment Partnerships Program for housing and services for those are experiencing or are at risk of homelessness.⁷³ This infusion of funds promises relief to many in need. Although this aid is substantial, it might not be enough to eliminate all the rental debt accrued during a year and a half of the pandemic, and many households remain in a precarious situation for making their upcoming rent payments unless their income has stabilized through employment or government assistance. In some cases, localities are rationing assistance through per-household caps to ensure that more households can receive aid or to prioritize those with the greatest need.⁷⁴ Collyer notes that the income supports from ARP, such as the child tax credits, could also help households make their rent payments.⁷⁵

These recent responses and other policy interventions could go beyond the immediate need to address the COVID-19 pandemic and become part of a broader effort to combat the longstanding eviction crisis. Hepburn notes that because the eviction crisis derives largely from the affordable housing crisis, increasing the supply of affordable housing remains an important intervention.⁷⁶ Collyer adds that ensuring that tenants have a stable and sufficient income is essential.⁷⁷ Ultimately, because eviction is a symptom of a broken system of housing provision, it cannot be eliminated without addressing its root causes. Intermediate interventions that can help curb the rate of evictions include eliminating the state provision for no-fault evictions (in which landlords can evict without cause), extending fair housing legislation to include source of

income protections, sealing records to ensure that evictions do not make securing quality housing difficult, guaranteeing a right to counsel in eviction court proceedings, establishing local eviction diversion programs, and funding emergency rental assistance programs that can make the difference between paying the rent and eviction for families.⁷⁸ Effective long-term interventions include policies that increase the availability of diverse affordable housing options, expand access to housing vouchers and other housing assistance programs, and strengthen renter protections.⁷⁹

Outside of policy interventions, tenants' associations, nonprofits, and other nongovernmental organizations are also addressing the threat of eviction. Tenants in many cities nationwide, including Kansas City, Milwaukee, and Brooklyn, are organizing and protesting to halt evictions and call for rental assistance. In some cases, tenants have successfully delayed eviction proceedings.⁸⁰ The national Autonomous Tenants Union Network, which was founded in 2018 and formalized in 2020, has supported city-level unions that have grown rapidly during the pandemic.⁸¹ Public policy has also been catalyzed and supplemented by philanthropies. The pandemic has spurred philanthropies to pivot from their traditional roles and processes toward providing emergency assistance for public health needs, including support for housing (see "[A Picture of Philanthropy During the Pandemic](#)").

Conclusion

Housing stability — specifically, the prevention of evictions — remains an essential component of COVID-19 mitigation. Keeping people safely housed reduces the spread of the virus while mass vaccination efforts continue. Although the pandemic has brought new urgency to eviction prevention efforts, evictions were widespread before the pandemic and have long been linked to adverse physical and mental health outcomes. Effective responses to keep people housed and mitigate the long-term economic, social, and health effects of eviction are critical to HUD's mission to serve the most vulnerable members of society and, given the disproportionate impact of eviction on people and communities of color, an essential part of the Biden administration's commitment to advance racial equity.

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From: [Mark Williams](#)
To: [Public Comments](#)
Subject: 1% solution to housing - Tenant fund
Date: Saturday, December 21, 2024 5:09:50 PM
Attachments: [241221 IB Tenant Fund.docx](#)

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it's a start.

Mark Williams



1 1% Solution to Housing Issues

2 City of Imperial Beach can create a voluntary fund to aid both tenants and landlords for Imperial Beach
3 properties.

4 The fee 1% (random number; this needs evaluation) would be charged to the tenants rent, collected by
5 the landlord forwarded to the city. This would be a separate fee, not part of the rent.

6 The fund would be used to assist displaced tenants who are only moving within the city. This fund could
7 be used for security deposits, moving expenses, utility deposits, or other related cost. The fund could
8 also be used to assist tenants with temporary housing during repairs for hotel cost and meals. The fund
9 is limited to its use only to assist, not intended to fully pay the tenants cost.

10 In cases where the property was damaged by fire, earthquakes, or flooding, an offset of the expenses
11 will be ducted from any gifts the tenants receive from nonprofits such as the Red Cross.

12 Tenants may not receive compensation if their landlord does not participate in the program or is being
13 evicted for non-payment of rent, or other issues related to not honoring the rental agreement.

14 This fund will also be used to assist landlords in covering cost associated missed rent due to evictions,
15 which can take months, property damages caused by tenants (or their friends) that exceed security
16 deposits and vandalism to private property.

17 To participate with this program the City will create a lease/rental agreement addendum that both the
18 landlord and tenants sign. A copy is retained by the city.

19 Landlords participating in the fund will forward to the city on a monthly bases, quarterly, semi-annual,
20 or annual basis as determined by the city.

21

22 I suggest a special committee be created that consist of both landlords and tenants that live in Imperial
23 Beach get together to review the applications at a minimum of a monthly basis. Each of the four council
24 members and the mayor shall choose two people, a landlord and a tenant from within their district.

25 This group of volunteers will determine the validity of each claim that is submitted after the fact and
26 how much reimbursement is warranted following specific guidelines as to the amount.

27 This helps everyone and is fair. It will also help identify the problems faced and strikes a balance.

28 It's not an immediate solution, there isn't one that is fair to everyone, however it starts the process of
29 understanding the problems faced today.

From: [Gary Brown](#)
To: [Public Comments](#)
Subject: Tenant Protections and housing
Date: Sunday, December 22, 2024 9:19:31 PM

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Guiding principle: To the maximum extent feasible protect tenants AND refrain from harming incentives for property owners and investors to repair, maintain, modernize and build housing.

1. Should there be a moratorium ?

No, IF Council adopts, in the very near future, an ordinance that sufficiently protects tenants and property rights as well as address the imminent evictions in Hawaiian Gardens and other large complexes.

Is a special meeting of City Council necessary to take action?

Yes, IF you need more time to create a satisfactory ordinance and take actions to protect tenants at Hawaiian Gardens and other complexes in the city.

You'll be the ones to define "sufficiently protect."

2. Increase relocation assistance ?

Yes, one month's rent or allowing a tenant to stay a month without paying rent is not sufficient in today's extremely tight housing market. Keep in mind:

a. Please review San Diego's ordinances to see how much they require landlords to pay tenants.

b. Many years ago The US Department of Housing & Urban Development required rental assistance payments equal to 4

years of rental payments for renters IF HUD funds were used in a project. I don't know what the requirements are today. Relocation payments were calculated on a complex formula that I've forgotten. You may want to check with HUD's local office to see the current calculations and requirements.

In any case the few months' rent required by SD or CV is a token amount in today's market.

So additional ways to help may include:

1. Provide a longer lead time for people to search for a home.

2. Require landlords to allow x% of the refurbished units, if substantial work is done, to be affordable or available at no more than y% increase in rent to low-moderate income people, with current tenants getting a first right-of-refusal. This would help a few of the existing tenants.

Just as cities require a percentage of newly built units

be "affordable," this would require a percentage of substantially renovated units be "affordable."

This also integrates affordable housing into market rate complexes.

3. Require earlier notice of intent to purchase and need to relocate or be evicted (Consistent with # 1 above); Large corporations have spent many months if not years examining a project for financial feasibility, assembling investors and capital, working with architects, examining environmental hazards, review of building codes, making cost estimates of improvements and negotiating the purchase of the property. Given this long front-end time commitment, it may be reasonable to require the seller or purchaser to notify tenants that a sale is pending at least a month before close of escrow. This would allow more time for tenants to find a place, BUT it might also precipitate a panic among renters.

3. Tighten up the definition of "substantial rehab" beyond the state's definition.

Please use a definition similar to San Diego's or Chula Vista's rather than the state's.

The goal is to minimize the necessity to move or maximize the amount of work to be done before a no fault eviction is allowed.

4. Vacant units

Someone mentioned a high number of vacant units in the city. Coronadao has a high percentage of second homes that aren't used for much of the year. A Canadian city places a higher

property tax on homes that aren't inhabited for x months per year. This might encourage people to rent out their properties or sell them. There could also be a higher tax or fee on vacant "unfit" dwellings to incentivize owners to rehab or sell them.

5. Notice of legal assistance

Please consider requiring owners to inform tenants about organizations designed to provide legal assistance.

For example: Require landlords to inform tenants about the available help from the Legal Aid Society of San Diego when landlords issue a notice to vacate property. (The City of IB could create a list of law firms that are interested in helping tenants and require the list to be attached to the notice of vacation.)

6. Legal Assistance

I think the City of Vista contracts with a group that provides legal assistance to renters.

7. Regs not to be applied to "mom & pop" operations

Most or all of the above ideas are made for investors in "large" properties or apartment complexes.

How might mom & pop operations be defined in an easily applied, workable way?

Ownership within what area? Perhaps the number of units managed or owned within just IB or a wider jurisdiction such as SD County or within a certain radius of IB?

Define by number of units or value of assets?

Should it be defined as owning or managing properties that in total exceed \$xyz in assessed value?

What is sufficient evidence to be defined as a small investor?

Will a statement or attestation from owners be acceptable evidence ?

How to define "owner" when corporate bodies create different LLCs that are different assemblies of investors ?

A large complex could be defined as anything equal to or greater than XY units. Mom & pop operations could be defined as anything less than XY units in a complex, but this has the fallacy of allowing a property owner with many times XY units, perhaps all duplexes or single family units, to be called a mom & pop operation. For example, one of IB's major property owners has a large number of single family units that he's bought and rehabbed over his lifetime. Should he be considered a mom & pop operation? He's a very hard worker, has restored many houses, but would he work his way through many regulations?

After much frustration, I think the rules/regulations you create should be applied to large apartment complexes. Large could be anything greater than X units, (8?).

The rules would not apply to any complex containing less than X units or any owner who may own many more than X units, but they aren't in a complex, one piece of property, that contains X or more units.

Please see how SD and CV have designed their regs and to whom they are applied.

8. Counseling and referrals

Should a city provide or arrange for counseling services to housing and even homeless shelters if nothing can be found?

9. EVICTIONS:

Landlords expressed frustration with the "bad apple" tenants.

State laws seem to be affecting their abilities to evict and re-rent their properties.

Can cities assist in clearing these hurdles when bad apple tenants are encountered?

10. COSTS OF PROPERTY MAINTENANCE:

Does IB have remaining redevelopment or covid funds that could help repair units available to low-moderate-income people?

What long term agreements could be struck to ensure units would stay available to low-mod income people for X years?

Could property owners receive a property tax break for X years if they substantially rehabbed units and kept rents affordable for Y years? What would the fiscal impact be on the city?

IB should work with other cities and Cal Cities to bring back a redevelopment program under

state law.

11. HOUSING PRODUCTION:

Should emphasize a regional approach, not just in IB. IB by itself is too small to affect housing within our region. Can SANDAG help?

Is IB's processing of new construction and substantial rehab as efficient as possible? Is it fast and accurate ?

Are development and permitting fees reasonable and comparable with other similar cities? Some cities have used consultants to examine their processes.

Could there be a regional approach to develop an AI system that would analyze and streamline each city's processing?

Could developers pay up-front fees over several years after a project is operational? (The developer who spoke at Saturday's meeting told me he had almost \$500,000 in up-front costs for just 4 homes- not in IB. Not all of it was city fees, but much of it was.) Perhaps the fees could be added to property taxes over several years.

Should IB, working with other cities, persuade the Coastal Commission, the Port, and the Navy to see housing production as an important piece of their missions? (It's frustrating for one state agency to urge cities to get housing built while other state agencies don't see it as their mission to help housing.)

What other institutions have lands that could be used for housing? Native American properties? School districts? Water districts? Cities and the County?

Is IB willing to allow higher building heights and greater densities if developers agree to build affordable units ? Workforce housing?

What is IB doing to encourage ADUs and compliance with state laws to develop affordable housing?

Will IB continue its work with Cal Cities to encourage the state to provide long term funding for homelessness and housing?

BRING BACK REDEVELOPMENT

FEASIBILITY

You have an excellent staff. Please ask them to review the feasibility and practicality of ideas. Can ideas be executed with minimum costs and efforts?

FOLLOW-UP

Whatever you decide, this will not be the last time you'll address housing. Today's solutions will not be final. This is a long term effort.

Whatever you decide, please set up a system of routine monitoring and evaluation to measure achievements, what's going well and not-so-well. Perhaps you will create a housing advisory group with representatives of the many stakeholders. This will allow you to adjust as conditions change.

THANK YOU !

And finally, thank you for your courage, persistence, and tenacity to even attempt to address such a complex topic.

From: [Gary Brown](#)
To: [Public Comments](#)
Subject: Chapter 9.65 CVMC, Residential Tenant Protection
Date: Monday, December 23, 2024 9:07:05 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.

In my previous email I raised questions about defining ownership, tenants, an apartment complex, applicability of the law and other things.

I should have read the Chula Vista before starting my email. It resolves many questions.

<https://chulavista.municipal.codes/CVMC/9.65>

From: [Gary Brown](#)
To: [Public Comments](#)
Subject: Tenant Protections and Housing
Date: Monday, December 23, 2024 9:28:21 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.

In my previous email I raised questions about defining ownership, tenants, an apartment complex, applicability of the law and other things.
I should have read the Chula Vista before starting my email. It resolves many questions.

<https://chulavista.municipal.codes/CVMC/9.65>

During public hearings there was the idea of applying the regulations to the big guy corporations and not to the mom & pop operations. I think section 9.65.040 "Residential tenancies not subject to this chapter" tries to do this in a better way than defining the applicability by simply number of units.

I hope the ordinance will help in your deliberations.

Chapter 9.65

RESIDENTIAL TENANT PROTECTION

Sections:

- 9.65.010 Title and purpose.**
- 9.65.020 Promulgation of administrative regulations.**
- 9.65.030 Definitions.**
- 9.65.040 Residential tenancies not subject to this chapter.**
- 9.65.050 Harassment and Retaliation Against Tenant Prohibited.**
- 9.65.060 Just cause required for termination of tenancy.**
- 9.65.070 Requirements upon termination of a tenancy.**
- 9.65.080 Enforcement and remedies.**
- 9.65.090 Sunset Clause.**

9.65.010 Title and purpose.

A. *Title.* This chapter shall be known as the Chula Vista Residential Tenant Protection Ordinance and may be referred to herein as the Residential Tenant Protection Ordinance.

B. *Purpose.* Subject to the provisions of applicable law, the purpose of the Residential Tenant Protection 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 tenant protections. Nothing in this chapter shall be construed as to prevent the lawful eviction of a tenant by appropriate legal means. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.020 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 30 days after the date of publication on the City's website. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.030 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 California 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 CVMC [9.65.020](#).

“Bad Faith” or “in Bad Faith” means with the intent to vex, annoy, harass, coerce, defraud, provoke or injure another person. This includes the intent of an Owner to induce a Tenant to vacate a Residential Rental Unit through unlawful conduct.

“City” means the City of Chula Vista.

“City Attorney” means the City Attorney of the City of Chula Vista, or their designee.

“City Manager” means the City Manager of the City of Chula Vista, or their 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 62 years old or older.

“Enforcement Officer” means the Director of Development Services, a Code Enforcement Manager, any Code Enforcement Officer, the Building Official, any sworn Officer of the Police 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 spouse, domestic partner, children, grandchildren, parents or grandparents of the residential unit Owner.

“Housing Service” means services provided by the Owner to the Tenant in connection with the use and occupancy of a Residential Rental Unit, either pursuant to contract or as required by law, including repairs, maintenance, and painting; providing light, heat, hot and cold water; window shades and screens; storage; kitchen, bath, and laundry facilities and privileges; janitor services; pest control; elevator service; access to exterior doors, entry systems, and gates; utility charges that are paid by the Owner; refuse removal; furnishings; parking; the right to have a specified number of occupants, and any other benefit, privilege, or facility connected with the use or occupancy of any Residential Rental Unit. Housing Services also includes the proportionate part of services provided to common facilities of the building in which the Residential Rental Unit is located.

“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 settlors 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, contiguous lots, or lots separated only by a street or alley containing three 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 that is not a Mobilehome Residency Law ("MRL") Tenancy defined by California Civil Code Section [798.12](#) (or a tenancy governed by the MRL).

"State" means the State of California.

"Substantial Remodel" means improvements to a Residential Rental Unit meeting all of the following criteria:

1. Any structural, electrical, plumbing, or mechanical system is being replaced or substantially modified; and
2. The cost of the improvements (excluding insurance proceeds, land costs, and architectural/engineering fees) is equal to or greater than \$40.00 per square foot of the Residential Rental Unit; and

3. A permit is required from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, is required in accordance with applicable federal, State, County, or City laws and cannot be reasonably accomplished in a safe manner with the Tenant in place; and
4. It is necessary for the Residential Rental Unit to be vacant for more than 60 days in order to complete the improvements.

Cosmetic improvements alone, including, but not limited to, painting, decorating, flooring replacement, counter replacement, 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. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.040 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 California Civil Code Section [798.2](#).
 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 California Civil Code Section [1947.12](#) and is not subject to Just Cause requirements of California Civil Code Section [1946.2](#) and Chapter [9.65](#) CVMC. This property meets the requirements of California Civil Code Sections [1947.12\(d\)\(5\)](#) and [1946.2\(e\)\(8\)](#) and CVMC [9.65.040\(C\)](#), 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 1, 2023, 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 1, 2023, 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 CVMC [9.65.060\(B\)\(5\)](#).

- 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](#). This chapter shall also not apply to a non-owner Tenant of a mobilehome. Instead, a non-owner Tenant of a mobilehome shall retain the rights stated in the State Tenant Protection Act.
- 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 Chapter [5.68](#) CVMC.
- 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 State Department of Social Services.
- H. Residential Property or Dormitories owned by the City, an institution of higher education, or a kindergarten and grades one 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. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.050 Harassment and Retaliation Against Tenant Prohibited.

- A. No Owner or such Owner's agent, contractor, subcontractor, or employee, alone or in concert with another, shall do any of the following in Bad Faith to a Tenant or with respect to a Residential Rental Unit, as applicable:
1. Interrupt, terminate, or fail to provide Housing Services required by contract or by law, including federal, State, County, or City laws;
 2. Fail to perform repairs and maintenance required by contract or by law, including federal, State, County, or City laws;
 3. Fail to exercise commercially reasonable efforts and diligence to commence and complete repairs or maintenance;
 4. Abuse the Owner's right of lawful access into a Residential Rental Unit. This includes entries for "inspections" that are not related to necessary repairs or services; entries excessive in number; entries that improperly target certain Tenants or are used to collect evidence against the occupant or otherwise beyond the scope of an otherwise lawful entry;
 5. Abuse the Tenant with words which are offensive and inherently likely to provoke an immediate violent reaction;
 6. Influence or attempt to influence a Tenant to vacate a rental housing unit through fraud, intimidation, or coercion;
 7. Threaten the Tenant, by word or gesture, with physical harm;
 8. Violate any law that prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, AIDS, occupancy by a minor child, or any other protected classification;
 9. Take action to terminate any Tenancy including service of notice to quit or other eviction notice or bring any action to recover possession of a Residential Rental Unit based upon facts that the Owner has no reasonable cause to believe to be true or upon a legal theory that is untenable under the facts known to the Owner. No Owner shall be liable under this section for bringing an action to recover possession unless or until the Tenant has obtained a favorable termination of that action. This subsection shall not apply to any attorney who in good faith initiates legal proceedings against a Tenant on behalf of an Owner to recover possession of a Residential Rental Unit;
 10. Interfere with a Tenant's right to quiet use and enjoyment of a Residential Rental Unit as that right is defined by State law;
 11. Refuse to accept or acknowledge receipt of a Tenant's lawful rent payment, excluding circumstances where an unlawful detainer or other civil action is pending that could be impacted by acceptance of rent;

12. Interfere with a Tenant's right to privacy. This includes entering or photographing portions of a Residential Rental Unit that are beyond the scope of a lawful entry or inspection.
- B. No Owner shall retaliate against a Tenant because of the Tenant's exercise of rights under this chapter. A court may consider the protections afforded by this chapter in evaluating a claim of retaliation.
- C. This section shall not apply to Mobilehome Residency Law ("MRL") Tenancies under California Civil Code Section [798.12](#) or mobilehome Tenants because the provisions of California Civil Code Section [1940.2](#) and Division 2, Part 2, Chapter 2.5 of the [California Civil Code](#) apply to such Tenancies. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.060 Just cause required for termination of tenancy.

- A. *Prohibition.* 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:
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 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 Code of Civil Procedure.
 4. Committing waste as described in paragraph (4) of Section [1161](#) of the 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 subsection [\(C\)\(1\)](#) of this section 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, or any other Tenant of the Residential Rental Unit or of the property 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 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 Code of Civil Procedure and California Health and Safety Code Sections [13113.7](#) and [17926.1](#).
9. Using the premises for an unlawful purpose as described in paragraph (4) of Section [1161](#) of the Code of Civil Procedure. A Tenant shall not be considered to have used the premises for an unlawful purpose solely on the basis of the fact that the Owner's Residential Rental Unit is unpermitted, illegal, or otherwise unauthorized under applicable laws.
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 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 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 Code of Civil Procedure.

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

1. *Intent to Occupy by Occupant Owner or Family Member*. The Tenancy is terminated on the basis that the Occupant Owner or an Occupant Owner's Family Member will occupy the Residential Rental Unit within 90 days after the Tenant vacates and will continuously occupy the Residential Rental Unit for a minimum of 12 continuous months thereafter as their primary residence. For leases entered into on or after July 1, 2020, Intent to Occupy by Occupant Owner or Family Member 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 an Occupant Owner or an Occupant Owner's Family Member unilaterally decides to occupy the residential real property.
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.

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 Complete Demolition.* The Tenancy is terminated because of the Owner's decision to Substantially Remodel or completely 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 in no less than 12-point type to the Tenant as follows:

California law limits the amount your rent can be increased. See Civil Code section [1947.12](#) for more information. Local law also provides an Owner must provide a statement of cause in any notice to terminate a Tenancy. In some circumstances, Tenants who are elderly (62 years or older) or disabled may be entitled to additional Tenant protections. See Chula Vista Municipal Code chapter [9.65](#) 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 1, 2023. For a Tenancy in a Residential Rental Unit subject to this chapter commenced or renewed on or after March 1, 2023, 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. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.070 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, 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 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, an Owner of a Residential Rental Unit shall provide notice and relocation assistance as follows:

1. *Tenancy in Unit in a Residential Rental Complex.* When an Owner terminates a Tenancy of a Residential Rental Unit 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 30 or 60 days prior to the proposed date of termination as required by California Civil Code Section [1946.1](#), in no less than 12-point font of:
 - 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 15 calendar days of service of the notice; and
 - iii. *Notice of Right to Receive Future Offer.* The Tenant's right to receive an offer to renew the Tenancy in the event that the Residential Rental Unit is offered again for rent or lease for residential purposes within two years of the date the Residential Rental Unit was withdrawn from the rental market, and that to exercise such right, the Tenant: (a) must notify the Owner in writing within 30 days of the termination notice of such desire to consider an offer to renew the Tenancy in the event that the Residential Rental Unit is offered again for rent or lease for residential purposes; (b) furnish the Owner with an address or email address to which that offer is to be directed; (c) and advise the Owner at any time of a change of address to which an offer is to be directed;
 - iv. *Notice of Intended Occupant.* If the Tenancy is being terminated on the basis of an Occupant Owner or Occupant Owner's Family Member move in under CVMC [9.65.060\(C\)\(1\)](#), 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;
 - v. *Notice of Substantial Remodel or Demolition.* If the Tenancy is being terminated on the basis of a Substantial Remodel or Complete Demolition under CVMC [9.65.060\(C\)\(4\)](#), 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 completely 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 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. The City shall acknowledge receipt of the Owner's notice to City within three business days of City's receipt of such notice.

c. *Relocation Assistance Required.* The Owner shall, regardless of the Tenant's income or length of Tenancy, 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 the greater of: 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, or two months of actual then in effect contract rent under Tenant's lease. If the Tenant is Elderly or Disabled, then the direct payment shall be in an amount equal to the greater of: three 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, or three months of actual contract rent; 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 subsection [\(B\)\(1\)\(c\)\(i\)](#) of this section.

2. *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 30 or 60 days prior to the proposed date of termination as required by California Civil Code Section [1946.1](#), in no less than 12-point font of:

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 15 calendar days of service of the notice; and

iii. *Notice of Intended Occupant.* If the Tenancy is being terminated on the basis of an Occupant Owner or Occupant Owner's Family Member move in under CVMC [9.65.060\(C\)\(1\)](#), 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 Complete Demolition under CVMC [9.65.060\(C\)\(4\)](#), 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 completely 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 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. The City shall acknowledge receipt of the Owner's notice to City within three business days of City's receipt of such notice.

c. *Relocation Assistance Required.* The Owner shall, regardless of the Tenant's income or length of Tenancy, 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 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 subsection [\(B\)\(2\)\(c\)\(i\)](#) of this section.

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. When more than one Tenant occupies a rental unit, and the Owner opts to provide direct payment of relocation assistance to the Tenants, the Owner may make a single direct payment to all Tenants named on the rental agreement.
2. 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.

3. Any relocation assistance or rent waiver to which a Tenant may be entitled to under this section shall be in addition to and shall not be credited against any other relocation assistance required by any other law.
4. 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.
5. If the Tenancy is being terminated on the basis of an Occupant Owner or Occupant Owner's Family Member move in under CVMC [9.65.060\(C\)\(1\)](#) 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 in subsection [\(C\)\(5\)](#) of this section, 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.
6. If a Residential Rental Unit in a Residential Rental Complex is offered for rent or lease for residential purposes within two years of the date the Tenancy was terminated, the Owner shall first offer the unit for rent or lease to the Tenant displaced from that unit by the No-Fault Just Cause termination if the Tenant: (a) advised the Owner in writing within 30 days of the termination notice of the Tenant's desire to consider an offer to renew the Tenancy, and (b) furnished the Owner with an address or email address to which that offer is to be directed. The Owner shall have the right to screen the Tenant using industry accepted methods and shall communicate such minimum screening criteria in the offer for the new Tenancy, subject to the terms of any attendant Administrative Regulations.
7. With regard to termination of a Tenancy of a Residential Rental Unit in a Residential Rental Complex on the basis of a withdrawal of the unit from the rental market, as described in CVMC [9.65.060\(C\)\(3\)](#), should the property that had been taken off the market be placed on the rental market again within two years of the termination of the Tenancy, then the Owner shall be liable to Tenant for the greater of: (i) six month's rent to the last tenant of the Residential Rental Unit at the rental rate in place at the time the rental unit is re-rented as set forth 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; or (ii) six months of actual then in effect contract rent under the Tenant's lease at time of termination. This section does not apply if the property is rented to Owner's Family Member, converted to another non-rental use, or sold or otherwise transferred to a bona fide third party during the two-year period.
8. 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. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.080 Enforcement and remedies.

A. *Guiding Principles.* The City seeks to promote good relations between Owners and Tenants, and in furtherance of such goal, provides the following guiding principles:

1. Owners and Tenants should treat each other with respect, listen to each other, and make good faith efforts to informally resolve issues. If Owners and Tenants cannot informally resolve issues, alternative dispute resolution and mediation programs should be voluntarily utilized.
2. If disputes are not able to be settled despite the use of dispute resolution or mediation programs, the primary enforcement mechanism is otherwise expected to be the Private Remedies set forth in subsection [\(D\)](#) of this section.
3. The City shall have the sole and unfettered discretion to determine if and when City will engage in City enforcement of this chapter. Owners and Tenants are highly encouraged to independently resolve disputes as set forth in subsections [\(A\)\(1\)](#) and [\(A\)\(2\)](#) of this section.

B. *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 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.

C. *City Attorney Enforcement.*

1. *Alternative Remedies.* The City Attorney may require Owner and Tenant to participate in education programs related to Owner-Tenant issues, mediation, or an alternative dispute resolution program.
2. *Administrative Citations and Penalties.* The City Attorney or an Enforcement Officer may issue administrative citations or civil penalties in accordance with Chapter [1.41](#) CVMC for violation of any of the provisions of this chapter. Notwithstanding the foregoing, civil penalties for violations of CVMC [9.65.050](#) may be assessed at a rate not to exceed \$5,000 per violation per day. When a violation occurs, it is not required that a warning or notice to cure must first be given before an administrative citation or civil penalty may be issued.
3. *Civil Action.* The City, or the City Attorney on behalf of the People of the State of California, may seek injunctive relief to enjoin violations of, or to compel compliance with, this chapter or seek any other relief or remedy available at law or equity, including the imposition of monetary civil penalties. Civil penalties for violations of this chapter may be assessed at a rate not to exceed \$5,000 per violation per day. The City may also pursue damages as set forth in CVMC [9.65.070\(C\)\(7\)](#).

4. *Criminal Violation.* An Owner who interferes or facilitates interference with a Tenant's peaceful enjoyment, use, possession or occupancy of a Residential Rental Unit by (a) threat, fraud, intimidation, coercion, or duress, (b) maintenance or toleration of a public nuisance, (c) cutting off heat, light, water, fuel, Wi-Fi, or free communication by anyone by mail, email, telephone/cell phone, or otherwise, or (d) restricting trade (including the use of delivery services for goods or food) or tradespersons from or to any such Tenant, shall be guilty of a misdemeanor punishable by a fine of not more than \$1,000 or imprisonment for a period of not more than six months, or by both a fine and imprisonment. At the sole discretion of the City Attorney, such violation may, in the alternative, be cited and prosecuted as an infraction.

5. *Subpoena Authority.* The City Attorney shall have the power to issue subpoenas for the attendance of witnesses, to compel their attendance and testimony, to administer oaths and affirmations, to take evidence, and to issue subpoenas for the production of any papers, books, accounts, records, documents or other items that may be relevant to the City Attorney's investigation, enforcement action, or prosecution. The City Attorney may exercise such powers prior to or following the commencement of any civil, criminal, or administrative action to the fullest extent allowed by law.

D. *Private Remedies.*

1. *Civil Action.* An aggrieved Tenant may institute a civil action for injunctive relief, actual money damages, and any other relief allowed by law, including the assessment of civil penalties in the amount of no less than \$2,000 and no more than \$5,000 per violation per day. If the aggrieved Tenant is Elderly or Disabled, additional civil penalties of up to \$5,000 per violation per day may be assessed at the discretion of the court. A Tenant may also pursue damages as set forth in CVMC [9.65.070\(C\)\(7\)](#).

a. An Owner who attempts to recover possession of a Residential Rental Unit in material violation of this chapter shall be liable to the Tenant in a civil action for actual damages. Upon a showing that the Owner has acted willfully or with oppression, fraud, or malice, an Owner shall be liable to the Tenant in a civil action for 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.

2. *Affirmative Defense.* A violation of this chapter may be asserted as an affirmative defense in an unlawful detainer or other civil action.

3. *Attorney's Fees.* The court may award reasonable attorney's fees and costs to a party who prevails in any action described in subsections [\(D\)\(1\)](#) and [\(D\)\(2\)](#) of this section. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

9.65.090 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. (Ord. 3565 § 2, 2024; Ord. 3527 § 2, 2022).

The Chula Vista Municipal Code is current through Ordinance 3582, passed November 12, 2024.

Disclaimer: The City Clerk's Office has the official version of the Chula Vista Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.chulavistaca.gov](http://www.chulavistaca.gov)

[To be notified when additions, amendments, or revisions are made to the code, send your e-mail address to \(be sure to add "Chula Vista Municipal Code" in the subject line\) cpc@generalcode.com.](mailto:cpc@generalcode.com)

[Hosted by General Code.](#)

From: [Paula Hall](#)
To: [Public Comments](#)
Subject: Tenant protections
Date: Monday, December 23, 2024 12:06:07 PM

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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.

Honorable Mayor Aguirre and Councilmembers,

Thank you for holding public outreach meetings regarding tenant protections. Thank you for allowing public comment via email as I am not able to attend most in-person meetings. I have lived in I.B. for 35+ years in district 2 and am fortunate to be a homeowner. My husband and I raised our children here. My children would love to live in I.B. and raise their kids here but they can't afford it. They are renters. My neighborhood has been mostly rentals for years. The impact of high rents affects all of us, young adults and young families struggle to stay here which increases instability for our schools and for the various leisure activities offered to all age groups. It harms the stability of our city, its neighborhoods and our people. We can't bond with each other because there is too much transition. In 2013, I rented a townhome across from the Estuary on Palm and 3rd. It was high rent then at \$1,600 a month. The amenities offered in their literature were not kept up. The swimming pools were out of order, the main sewage pipe in front of my door overflowed (and it took several days for management to fix), and the supposed fitness center's equipment were not functioning. Before the year was out I received notice that the rent would increase to \$2,200 a month. I was lucky because I moved back to our home and did not have to shoulder the burden of rising housing costs/ Most renters do not have that choice.

Please do something to protect our future. In order to thrive and have a future, our community needs it's young families, it's youth and it's diversity.

Thank you again for considering this input along with all the others.

Respectfully,
Paula Hall