

**MEASURE RR**  
**PROPOSAL OF THE CITY COUNCIL OF SANTA MONICA TO AMEND THE CITY CHARTER**

Section 1806 of the City Charter of Santa Monica shall be amended as follows:

(a) No landlord shall take action to terminate any tenancy including, but not limited to, making a demand for possession of a rental unit, threatening to terminate a tenancy, serving any notice to quit or other eviction notice or bringing any action to recover possession or be granted recovery of possession of a controlled rental unit except on one of the following grounds:

(1) The tenant has failed to pay the rent to which the landlord is entitled under the rental housing agreement and this Article.

(2) The tenant has **continued, after written notice to cease, to committed a** material and substantial breach of an obligation or covenant of his or her tenancy which the landlord has not waived either expressly or impliedly through the landlord's conduct and which the landlord is not estopped from asserting, other than the obligation to surrender possession upon proper notice, ~~and the tenant has failed to cure such violation after having received written notice thereof from the landlord in the manner required by law.~~ Notwithstanding any contrary provision in this Section, and notwithstanding any contrary provision in the rental housing agreement, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the unit if the following requirements are met:

(i) The tenant continues to reside in the rental unit.

(ii) The sublease replaces a departed tenant(s) under the rental agreement on a one-for-one basis.

(iii) The landlord has unreasonably withheld the right to sublease following written request by the tenant. If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.

(3) The tenant **has continued, after written notice to cease, to is committing** or expressly **permitting** a nuisance in, or **is causing** substantial damage to, the controlled rental unit; or **is to creating** a substantial interference with the comfort, safety, or enjoyment of the landlord or other occupants or neighbors of the same.

(4) The tenant is convicted of using or expressly permitting a controlled rental unit to be used for any illegal purpose.

(5) The tenant, who had a rental housing agreement which had terminated, has refused, after written request or demand by the landlord, to execute a written extension or renewal thereof for a further term of like duration and in such terms as are not inconsistent with or violative of any provisions of this Article and are materially the same as in the previous agreement.

(6) The tenant has **continued to refused, after written notice, to grant** the landlord reasonable access to the controlled rental unit for the purposes of making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof or for the purpose of showing the rental housing to any prospective purchaser or mortgagee.

(7) The tenant holding at the end of the term of the rental housing agreement is a subtenant not approved by the landlord.

(8) The landlord seeks to recover possession in good faith for use and occupancy by herself or himself, or her or his children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. For purposes of evictions under this Subsection:

(i) A "landlord" shall be defined as a natural person who has at least a fifty (50) percent ownership interest in the property.

(ii) No eviction may take place if any landlord or enumerated relative already occupies one unit on the property, or if a vacancy already exists on the property and the vacant unit is comparable to the unit for which eviction is sought. Where the vacant unit is determined not to be comparable, thereby permitting eviction under this Subsection, the evicted tenant or tenants shall be first given the right to occupy the vacant unit and the rent thereof shall be the lesser of the maximum allowable rent for the vacant unit and the maximum allowable rent of the unit from which the tenant or tenants are evicted. The Rent Control Board shall promulgate regulations defining when a unit is comparable for purposes of this paragraph.

(iii) The notice terminating tenancy shall contain the name, address and relationship to the landlord of the person intended to occupy.

(iv) The landlord or enumerated relative must intend in good faith to move into the unit within thirty (30) days after the tenant vacates and to occupy the unit as a primary residence for at least one year. The Board may adopt regulations governing the determination of good faith.

(v) If the landlord or relative specified on the notice terminating tenancy fails to occupy the unit within thirty (30) days after the tenant vacates, the landlord shall:

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- A. Offer the unit to the tenant who vacated it.
- B. Pay to said tenant all reasonable expenses incurred in moving to and/or from the unit.

(vi) No eviction pursuant to this Subsection shall be allowed in any condominium or stock cooperative unit which has been converted from an apartment or other rental unit after April 10, 1979, unless the Rent Control Board has issued a removal permit or declared a vested right for said unit. As used in this subpart, a unit shall be deemed converted after April 10, 1979, if on April 10, 1979, the recorded tract map or parcel map for the property showed the unit as included in the property.

**(vii) A landlord may not evict a tenant pursuant to this Subsection if the tenant (A) has resided in the unit for at least five years and is either at least 62 years old or disabled; or (B) is certified as being terminally ill by the tenant's treating physician. For purposes of this subsection, "disabled" means a person who is receiving benefits from a federal, state, or local government, or from a private entity, on account of a permanent disability that prevents the person from engaging in regular, full-time employment.**

**Notwithstanding the above, a landlord may evict a tenant who qualifies for the exemption if the landlord or enumerated relative who will occupy the unit also meets the criteria for this exemption.**

(9) The landlord seeks to recover possession to demolish or otherwise remove the controlled rental unit from rental residential housing use after having obtained all proper permits from the City of Santa Monica.

(10) The landlord has filed the requisite documents with the Rent Control Board initiating the procedure for withdrawing units from rent or lease under Government Code Section 7060 et seq. and the Board's regulations, with the intention of completing the withdrawal process and going out of the residential rental business.

**(b) Any written notice as described in Subsections (a)(2), (3) or (6) shall be served by the landlord a reasonable period prior to serving a notice to terminate tenancy and shall inform the tenant that a failure to cure may result in the initiation of eviction proceedings. The Board may enact regulations regarding reasonable notice.**

**(b) (c)** Notwithstanding any contrary provision in this Section or in the rental housing agreement, if the tenant's spouse, child(ren), and/or domestic partner who has filed an Affidavit of Domestic Partnership with the City have lived in the unit for at least one year at the time the tenant vacates the unit due to death or incapacitation, the landlord is prohibited from taking any action to obtain possession of the unit from the tenant's spouse, child(ren), and/or registered domestic partner on the ground that the spouse, child(ren) and/or registered domestic partner are not authorized to occupy the unit.

**(c) (d)** Notwithstanding the above provisions, possession shall not be granted if it is determined that the eviction is in retaliation for the tenant reporting violations of this Article, for exercising rights granted under this Article, including the right to withhold rent upon authorization of the Board under Section 1803(q) or Section 1809 or for organizing other tenants.

**(d) (e)** In any notice purporting to terminate tenancy the landlord shall state the cause for the termination, and in any action brought to recover possession of a controlled rental unit, the landlord shall allege and prove compliance with this Section. The landlord shall file with the Rent Control Board a copy of any notice terminating tenancy, except a three day notice to pay rent or vacate, within three days after serving the notice on the tenant.

**(e) (f)** Failure to comply with any requirement of this Section may be asserted as an affirmative defense in an action brought by the landlord to recover possession of the unit. Additionally, any attempt to recover possession of a unit in violation of this Article shall render the landlord liable to the tenant for actual and punitive damages, including damages for emotional distress, in a civil action for wrongful eviction. The tenant or the Rent Control Board may seek injunctive relief and money damages for wrongful eviction. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorneys' fees.

Article XXIII shall be added to the City Charter of Santa Monica as follows:

**2300 Statement of Purpose**

The purposes of this article are to: preserve the stability of housing, neighborhoods, and the community; maintain social and economic diversity; avert homelessness; and effectuate the City of Santa Monica's housing policies. This article will achieve those purposes by protecting tenants against arbitrary, unreasonable, discriminatory and retaliatory evictions, while recognizing the rights of rental property owners, and will thereby preserve the public health, safety and welfare.

**2301 Findings**

Whereas, there is a severe shortage of affordable rental housing in Santa Monica and the cost of market rate rental housing continues to soar; and

Whereas, tenants living in uncontrolled units currently have no protections against unjust evictions, including evictions based on relatively minor and correctable violations of rental agreements; and

Whereas, while many landlords treat tenants fairly, others arbitrarily and unjustly evict tenants; and

Whereas, some unjust evictions are based on relatively minor and correctable rental agreement violations; and

Whereas, other unjust evictions are undertaken without a stated cause but are actually motivated by discriminatory intent;  
and

Whereas, without just cause protections, many tenants are afraid to assert their rights; and

Whereas, once evicted, many Santa Monica residents cannot find replacement housing within the City; and

Whereas, unjust eviction thus forces many tenants out of the City, causing them to lose both their homes and their community;  
and

Whereas, for many tenants, particularly those who are elderly, disabled or very ill, the consequences can be devastating, both physically and emotionally, and can even threaten their lives; and

Whereas, in addition to harming the tenants, these circumstances also injure the City as a whole because community stability and diversity are lost; and

Whereas, adopting Charter provisions that will require just cause to evict tenants from uncontrolled units, require warning notices for rental agreement violations and protect elderly, disabled and terminally ill tenants from owner occupancy evictions will protect both tenants and the community and will effectuate City policies that require preserving affordable and fair housing and stemming the tide of homelessness; and

Whereas, these Charter provisions will not unfairly impact landlords who will remain able to evict tenants for nonpayment of rent, unaddressed rental agreement violations, and will also be able to evict even the most vulnerable tenants for owner occupancy if the proposed owner occupant is elderly, disabled or terminally ill.

Therefore, the electorate of the City of Santa Monica hereby enacts this Charter amendment, prohibiting a landlord from terminating a tenancy without good or just cause.

**2302 Definitions.**

The following words or phrases as used in this Article shall have the following meanings:

(a) Nonrent-controlled Rental Units. All residential rental units in the City of Santa Monica except those units that are subject to rent control pursuant to Article XVIII of this Charter or are single family homes.

(b) Landlord. An owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any rental unit, or an agent, representative or successor of any of the foregoing.

(c) Rent. All periodic payments and all nonmonetary consideration including but not limited to, the fair market value of goods or services rendered to or for the benefit of the landlord under an agreement concerning the use or occupancy of a rental unit and premises including all payment and consideration demanded or paid for parking, pets, furniture, subletting and security deposits for damages and cleaning.

(d) Rental Housing Agreement. An agreement, oral, written or implied, between a landlord and tenant for use or occupancy of a rental unit and for housing services.

(e) Rental Units. Any building, structure, or part thereof, or land appurtenant thereto, or any other rental property rented or offered for rent for living or dwelling house units, together with all housing services connected with use or occupancy of such property such as common areas and recreational facilities held out for use by the tenant.

(f) Tenant. A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a rental housing agreement to the use or occupancy of any rental unit.

(g) Property. All rental units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

(h) Single Family Home. A property that has been developed with only one dwelling and any lawful accessory structures, or a lawfully created condominium, stock cooperative or similar unit that is part of a larger residential structure or complex.

**2303 Exemptions**

This article shall not apply to the following types of rental units:

(1) Rental units in hotels, motels, inns, tourist homes and rooming and boarding houses which are rented primarily to transient guests for a period of less than fourteen (14) days.

(2) Rental units in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for seniors, or dormitory owned and operated by an institution of higher education.

(3) Rental units which a government unit, agency or authority owns, operates, manages, or in which governmentally subsidized tenants reside only if applicable Federal or State law or administrative regulation specially exempt such units from municipal control.

(4) Where a unit is actually used for purposes of providing, on a nonprofit basis, child care or other residential social services in accordance with applicable laws. This exemption shall expire when the use upon which exemption is based ceases. This exemption shall only apply to units as they become vacant. This exemption shall not be construed to authorize the eviction of any tenant. The City may adopt regulations to determine whether a unit qualifies for an exemption under this Section.

**2304 Just Cause for Evictions; Notices to Cease**

(a) No landlord shall take action to terminate a tenancy in a nonrent-controlled rental unit including, but not limited to, making a demand for possession of a rental unit, threatening to terminate a tenancy, serving any notice to quit or other eviction notice or bringing any action to recover possession or be granted recovery of possession of the unit except on one of the following grounds:

(1) The tenant has failed to pay the rent to which the landlord is entitled under the rental housing agreement.

(2) The tenant has continued, after written notice to cease, to commit a material and substantial breach of an obligation or covenant of his or her tenancy which the landlord has not waived either expressly or impliedly through the landlord's conduct and which the landlord is not estopped from asserting, other than the obligation to surrender possession upon proper notice. Notwithstanding any contrary provision in this Section, and notwithstanding any contrary provision in the rental housing agreement, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the unit if the following requirements are met:

(i) The tenant continues to reside in the rental unit.

(ii) The sublease replaces a departed tenant(s) under the rental agreement on a one-for-one basis.

(iii) The landlord has unreasonably withheld the right to sublease following written request by the tenant. If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.

(3) The tenant has continued, after written notice to cease, to commit or expressly permit a nuisance in, or cause substantial damage to, the rental unit; or to create a substantial interference with the comfort, safety, or enjoyment of the landlord or other occupants or neighbors of the same.

(4) The tenant is convicted of using or expressly permitting a rental unit to be used for any illegal purpose.

(5) The tenant, who had a rental housing agreement which had terminated, has refused, after written request or demand by the landlord, to execute a written extension or renewal thereof for a further term of like duration and in such terms as are not inconsistent with or violative of any provisions of this Article and are materially the same as in the previous agreement with the exception of any lawful change in the amount of rent.

(6) The tenant has continued to refuse, after written notice, to grant the landlord reasonable access to the rental unit for the purposes of making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof or for the purpose of showing the rental housing to any prospective purchaser or mortgagee.

(7) The tenant holding over at the end of the term of the rental housing agreement is a subtenant not approved by the landlord or, in the case of a deed restricted or some other affordable unit, is an unqualified subtenant or a tenant who is otherwise ineligible to occupy the unit.

(8) The landlord seeks to recover possession in good faith for use and occupancy by herself or himself, or her or his children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. For purposes of evictions under this Subsection:

(i) A "landlord" shall be defined as a natural person who has at least a fifty (50) percent ownership interest in the property.

(ii) No eviction may take place if any landlord or enumerated relative already occupies one unit on the property, or if a vacancy already exists on the property and the vacant unit is comparable to the unit for which eviction is sought. Where the vacant unit is determined not to be comparable, thereby permitting eviction under this Subsection, the evicted tenant or tenants shall be first given the right to occupy the vacant unit. The City may promulgate regulations defining when a unit is comparable for purposes of this paragraph.

(iii) The notice terminating tenancy shall contain the name, address and relationship to the landlord of the person intended to occupy.

(iv) The landlord or enumerated relative must intend in good faith to move into the unit within thirty (30) days after the tenant vacates and to occupy the unit as a primary residence for at least one year. The City may adopt regulations governing the determination of good faith.

(v) If the landlord or relative specified on the notice terminating tenancy fails to occupy the unit within thirty (30) days after the tenant vacates, the landlord shall:

- A. Offer the unit to the tenant who vacated it.
- B. Pay to said tenant all reasonable expenses incurred in moving to and/or from the unit.

(vi) A landlord may not evict a tenant pursuant to this Subsection if the tenant (A) has resided in the unit for at least five years and is either at least 62 years old or disabled; or (B) is certified as being terminally ill by the tenant's treating physician. For purposes of this subsection, "disabled" means a person who is receiving benefits from a federal, state, or local government, or from a private entity, on account of a permanent disability that prevents the person from engaging in regular, full-time employment.

Notwithstanding the above, a landlord may evict a tenant who qualifies for the exemption if the landlord or enumerated relative who will occupy the unit also meets the criteria for this exemption.

(9) The landlord intends to withdraw all rental-units in all buildings or structures on a parcel of land from the rental market.

(b) Any written notice as described in Subsections (a)(2), (3) or (6) shall be served by the landlord a reasonable period prior to serving a notice to terminate tenancy and shall inform the tenant that a failure to cure may result in the initiation of eviction proceedings.

(c) Notwithstanding any contrary provision in this Section or in the rental housing agreement, if the tenant's spouse, child(ren), and/or domestic partner who has filed an Affidavit of Domestic Partnership with the City have lived in the unit for at least one year at the time the tenant vacates the unit due to death or incapacitation, the landlord is prohibited from taking any action to obtain possession of the unit from the tenant's spouse, child(ren), and/or registered domestic partner on the ground that the spouse, child(ren) and/or registered domestic partner are not authorized to occupy the unit.

(d) Notwithstanding the above provisions, possession shall not be granted if it is determined that the eviction is in retaliation for the tenant reporting violations of this Article, or for exercising rights granted under this Article.

(e) In any notice purporting to terminate tenancy the landlord shall state the cause for the termination, and in any action brought to recover possession of a nonrent-controlled rental unit, the landlord shall allege and prove compliance with this Section.

(f) Failure to comply with any requirement of this Section may be asserted as an affirmative defense in an action brought by the landlord to recover possession of the unit. Additionally, any attempt to recover possession of a unit in violation of this Article shall render the landlord liable to the tenant for actual and punitive damages, including damages for emotional distress, in a civil action for wrongful eviction. The tenant or the City may seek injunctive relief and money damages for wrongful eviction. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorneys' fees.

**2305 Implementation**

The City Council may exercise its broad authority to protect community health, safety and welfare by, among other things, adopting ordinances, resolutions or regulations to implement and effectuate the provisions of this Article, including but not limited to provisions relating to exemptions, just cause, notices, comparability of units, and good faith. Additionally, the City Council may create any administrative mechanisms it deems necessary for this Article's implementation.

**2306 Nonwaiverability**

Any provision in a rental agreement that purports to waive or modify any provision of this Article is contrary to public policy and is void.

**2307 Partial invalidity.**

If any provision of this Article or application thereof to any person or circumstances is held invalid, this invalidity shall not affect other provisions or applications of this Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are declared to be severable. This Article shall be liberally construed to achieve the purposes of this Article and to preserve its validity.

**2308 Civil Remedies.**

Failure to comply with any requirement of this Section may be asserted as an affirmative defense in an action brought by the landlord to recover possession of the unit. Additionally, any attempt to recover possession of a unit in violation of this Article shall render the landlord liable to the tenant for actual and punitive damages, including damages for emotional distress, in a civil action for wrongful eviction. The tenant or the City may seek injunctive relief and money damages for wrongful eviction. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorneys' fees.

**2309 Criminal remedies.**

Any landlord violating this Article shall be guilty of a misdemeanor. Any person convicted of a misdemeanor under the provisions of this Article shall be punished by a fine of not more than five hundred (\$500.00) dollars or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

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