

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OJAI ADDING
TITLE 11 TO THE CITY OF OJAI MUNICIPAL CODE ESTABLISHING RENT
STABILIZATION REGULATIONS AND JUST CAUSE EVICTION AND
TENANT PROTECTIONS

WHEREAS, at the City Council meetings on February 28, 2023 and March 14, 2023, the City Council discussed the City of Ojai's ("Ojai" or "City") ability to address rent increases on residential real property; and

WHEREAS, the increasing housing rent burden and poverty faced by many residents in the City threatens the health, safety, and welfare of its residents by forcing them to choose between paying rent and providing food, clothing, and medical care for themselves and their families; and

WHEREAS, the City Council finds that a rent stabilization ordinance is necessary and essential to prevent the irreparable injury tenants would suffer due to the increased housing rent burden and becoming homeless; and

WHEREAS, effective January 1, 2020, Assembly Bill 1482 (2019-2020, the "Tenant Protection Act of 2019"), established state-wide just cause eviction protections intended to "help families afford to keep a roof over their heads, and ... will provide California with important new tools to combat our state's broader housing and affordability crisis"; and

WHEREAS, the eviction protections of AB 1482 allow for a "no fault" just cause eviction of a tenant where the property owner intends to demolish or remodel the unit requiring the tenant to vacate for a minimum of 30 days; and

WHEREAS, AB 1482 permits cities to adopt an ordinance that is more protective than state law as long as the City makes a binding finding within their local ordinance that the ordinance is more protective than AB 1482; and

WHEREAS, the City further finds that the just cause eviction protections set forth in this ordinance are more protective than those required under AB 1482, in that the protections set forth under this ordinance are consistent with the just cause eviction protections under AB 1482, but further expand these protections; and

WHEREAS, adoption of this ordinance is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to the following, each a separate and independent basis: CEQA Guideline section 15183 ("Action Consistent with the General Plan and Zoning"); section 15378 ("No Project"); and section 15061(b)(3) ("No Significant Environmental Impact").

NOW, THEREFORE, BE IT ORDAINED, that the City Council of the City of Ojai ordains as follows:

SECTION 1 – CODE AMENDMENT

A New Title 11 is added to the Ojai Municipal Code to read as follows:

TITLE 11 RENT STABILIZATION AND JUST CAUSE EVICTION AND TENANT PROTECTIONS

Chapter 1 Rent Stabilization Ordinance

Section 11-1.01- Title

This chapter shall be known as the “Rent Stabilization Ordinance” of the City of Ojai.

Section 11-1.02- Findings

The City Council of the City of Ojai finds:

- (a) Rents throughout the Ventura County region continue to rise as market pressures, such as increasing real estate costs, lead to a decrease of the affordability and stability of the housing stock. As a result, it is increasingly difficult for tenants to find adequate, safe, and habitable housing at reasonable rents.
- (b) The purposes of this chapter are to promote long-term stability and certainty for tenants in the rental market while providing landlords an ability to receive a fair and reasonable return with respect to the operation of their property. This chapter regulates rents and requires landlords to register rental property, establishes an administrative hearing process, and provides for procedures and guidelines for the implementation of this chapter.
- (c) The City Council hereby finds that a comprehensive rent stabilization ordinance is required to protect tenants from unreasonable and excessive rents, to protect tenants from involuntary displacement, to keep rents within the City at a moderate level and at the same time to ensure a just and reasonable return to Landlords.

Section 11-1.03- Definitions

- (a) **CODE**. The Ojai Municipal Code.
- (b) **RENTAL UNIT**. Any rental unit that is not exempt from the City’s rent stabilization ordinance under Section 11-1.08.
- (c) **DIRECTOR**. The Community Development Director of the City of Ojai, or his or her designee.

- (d) **EVICTION.** A Landlord attempt to recover possession of a rental unit by initiating an unlawful detainer action against a Tenant or requiring a Tenant to vacate a unit. Termination of tenancy shall have the same meaning.
- (e) **LANDLORD.** An owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any rental unit or portion thereof, and the representative, agent, or successor of such owner, lessor, or sublessor.
- (f) **RENT or RENTS.** 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 residential real property, including, but not limited to, all payment and consideration demanded or paid for parking, pets, furniture, and subletting
- (g) **RENTAL UNIT.** Any dwelling unit as defined in Cal. Civil Code § 1940(c), including joint living and work quarters, located within the jurisdictional boundaries of the City of Ojai and used for human habitation in consideration of payment of rent, whether or not such use is legally permitted.
- (h) **TENANCY.** The legal right of a tenant to the use or occupancy of the rental unit.
- (i) **TENANT.** A person entitled, by a rental agreement, or by sufferance, or by this code or State or federal law, to the use or occupancy of any rental unit.

Section 11-1.04- Prohibited Increases

Increases in Rent for any Rental Unit in the City in excess of four percent (4%), and more than one Rent increase in any twelve (12) month period, are prohibited, unless expressly exempt under this Code, the Costa-Hawkins Rental Housing Act codified in California Civil Code section 1954.50, et seq., or any other applicable law.

Section 11-1.05- Reasonable Rate of Return

This chapter allows for an annual adjustment of Rent for any Rental Unit of up to four percent (4%). The City finds such an increase provides a just and reasonable return on a Landlord's property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on comparable investments, but not so high as to defeat the purpose of curtailing excessive rents and rental increases. Notwithstanding the foregoing, however, any Landlord who contends that the limit on rental increases set forth in this chapter above will prevent a Landlord from receiving a fair and reasonable return on their property may petition for relief from the cap set forth in section 11-1.04 under the procedures set forth in section 11-1.06 and under applicable law.

Section 11-1.06- Application for Rent Increases Above 4%

- (a) If a Landlord desires to increase the Rent for a Rental Unit in an amount greater than allowed in Section 11-1.04, and the Landlord contends that the limitations on Rent

increases in Section 11-1.05 will prevent the Landlord from receiving a fair and reasonable return with respect to the operation of the property containing the Rental Unit, the Landlord may file a rent adjustment application with the Community Development Department to request an increase in Rent beyond the amount permitted under Section 11-1.04.

- (b) The Landlord shall mail a copy of the rent adjustment application by first class mail, postage prepaid, to all Tenants whose Rents are the subject of the application within five (5) calendar days after the date the application is filed with the Community Development Department. Within ten (10) calendar days after the date the petition is filed, the Landlord shall file a proof of service signed under penalty of perjury stating that a copy of the petition was mailed to all such Tenants.
- (c) The Tenant(s) will then have 30 days from the date of receiving the rent adjustment application to reply or provide additional materials to the City in response to the application.
- (d) The Landlord shall be responsible for all costs associated with the City's review of the rent adjustment application. Upon receipt of a rent adjustment application, the Community Development Department shall determine the anticipated costs of review and if the employment of expert(s) will be necessary or appropriate for a proper analysis of the Landlord's request. If the Director so determines, the Director shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be communicated to the Landlord, and the rent adjustment application shall not be processed until the Landlord has paid to the City the estimated cost of the complete analysis. The City will provide the Landlord with an invoice of all costs incurred after the review of the rent adjustment application. Any unused portion of the advance payment for analysis shall be refunded to the Landlord. If additional funds are required, payment will be required before owner receives the determination on the rent adjustment application from the City.
- (e) It shall be a rebuttable presumption that the annual net operating income earned by a Landlord on the date the ordinance adopting this Chapter 11 took effect and rent increases allowed under Sections 11-1.04 and 11-1.05, provide the Landlord with a fair and reasonable return with respect to the operation of their property. A Landlord shall have the burden to prove that the additional Rent increase is necessary to earn a fair and reasonable return with respect to the operation of their property.
- (f) The factors the Community Development Director may consider in deciding a fair return petition include, but are not limited to:
 - 1. Changes in the Consumer Price Index for All Urban Consumers in the Oxnard-Thousand Oaks-Ventura Metropolitan Area published by the Bureau of Labor Statistics.

2. The length of time since the last determination by the Community Development Director on a Rent increase application, or the last Rent increase if no previous rent increase application has been made.
 3. The completion of any capital improvements or rehabilitation work related to the Rental Unit specified in the rent adjustment application, and the cost thereof, including materials, labor, construction interest, permit fees, and other items the City Manager deems appropriate.
 4. Changes in property taxes or other taxes related to the Rental Unit.
 5. Changes in the Rent paid by the Landlord for the lease of the residential real property or land on which the Rental Unit is located.
 6. Changes in the utility charges for the Rental Unit paid by the Landlord, and the extent, if any, of reimbursement from the Tenants.
 7. Changes in reasonable operating and maintenance expenses.
 8. The need for repairs caused by circumstances other than ordinary wear and tear.
 9. The amount and quality of services provided by the Landlord to the affected Tenant(s).
- (g) The Community Development Director shall hold a noticed public hearing within sixty days of the date the application is deemed complete, including proof of service of the rent adjustment application on the applicable tenant(s), to consider the rent adjustment application and any information submitted by any person, including any information submitted by the Landlord or affected Tenants. A rent adjustment application shall be decided by the Community Development Director within 60 calendar days of the public hearing. The decision shall be emailed and sent by mail, with proof of mailing to the subject property Landlord, the Landlord's designated representative(s) for the rent adjustment application, the applicable Tenant(s), and the designated representative of the Tenant(s), if any.
- (h) The decision of the Community Development Department may be appealed to the Planning Commission pursuant to section 11-1.13.
- (i) All rent adjustments approved by the Community Development Director pursuant to this section may be imposed by the Landlord only after the Landlord has provided written notice to the Tenant of the Rent increase for the Rental unit in accordance with Cal. Civil Code § 827 and other applicable law.

Section 11-1.07- Tenant Petition for Noncompliance

- (a) If a Tenant contends that a proposed or actual Rent increase is not in compliance with

this chapter or that there has been a reduction in housing services, the Tenant may file a petition with the Community Development Director. The Tenant shall mail a copy of the petition by first class mail, postage prepaid, to the Landlord within five calendar days after the date the petition is filed. Within ten calendar days after the date the petition is filed, the Tenant shall file a proof of service signed under penalty of perjury stating that a copy of the petition was mailed to the Landlord. The petition shall include a statement indicating the basis on which the Tenant contends that a proposed or actual Rent increase or a proposed or actual reduction in housing services is in violation of this chapter, together with any evidence that the Tenant wants the Director to consider.

- (b) The Tenant shall bear the burden of proving by a preponderance of the evidence at the hearing that the rent increase or reduction in housing services is not in compliance with this chapter.
- (c) Tenant petitions for noncompliance will be considered and determined by the Director; and the Director's decision may be appealed to the Planning Commission, in accordance with the procedures set forth in § 11-1.13.

Section 11-1.08- Exemptions

- (a) This chapter shall not apply to any dwelling units expressly exempt from rent stabilization ordinances under any applicable provision of state or federal law, including any unit exempted under the Costa-Hawkins Rental Housing Act, Civil Code section 1954.50, et seq.
- (b) Under the Costa-Hawkins Rental Housing Act, this chapter shall not apply to any dwelling unit that has a certificate of occupancy or equivalent permit for residential occupancy issued after February 1, 1995. For this purpose, certificate of occupancy is the certificate first issued before the property is used for any residential purpose.
- (c) This chapter shall not apply to any dwelling unit that is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision, as specified in Cal. Business and Professions Code § 11004.5(b), (d) and (f), subject to the provisions of Civil Code section 1954.52.
- (d) Any dwelling unit for which the landlord receives federal, state, or local housing subsidies, including, but not limited to, federal housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937 line 9 (42 U.S.C. Sec. 1437f).
- (e) This chapter shall not apply to any dwelling unit for which rental rates are separately governed by deed restriction or contract with the City or another government or non-profit entity, such as any affordable units required under a development agreement.
- (f) This chapter shall not apply to any dwelling unit for which rental rates are separately regulated by applicable law, such as density bonus affordable units for which rental rates are governed by Government Code section 65915, et seq., and applicable City law.

Section 11-1.09- Rent Increase Ineffective

No rent increase shall be effective if the Landlord:

- (a) Fails to substantially comply with all provisions of this chapter, including but not limited to the failure to provide notices as required; or
- (b) Fails to maintain the Rental Unit in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code sections 17920.3 and 17920.10; or
- (c) Fails to make all repairs as ordered by the City or any final non-appealable order or any court of competent jurisdiction.

Section 11-1.10- Notice Requirements

- (a) A Landlord of any Rental Unit subject to this article shall, on or before the date of commencement of a Tenancy, give the Tenant a written notice in a form prescribed by the City which must include the following information:
 - 1. The existence and scope of this Chapter 11 of the City Code; and
 - 2. The Tenant's right to respond to any application of rent increase greater than 4% filed with the City by the Landlord pursuant to section 11-1.06.
- (b) As part of any notice to increase rent, a Landlord must include:
 - 1. Notice of the existence of this Chapter 11 of the City Code; and
 - 2. The Tenant's right to respond to any rent adjustment application filed with the City by the Landlord pursuant to section 11-1.06, unless such Rent increase is pursuant to an approved rent adjustment application.
 - 3. No Rent increase shall take effect until the requirements of this article have been met.
- (c) When the Landlord and tenant have entered into a written lease, the Landlord must give notices to the Tenant in the language used in the lease. When the Landlord and Tenant have not entered into a written lease, the Landlord must give notices to the Tenant in the language that the Landlord and tenant used to negotiate the terms of the Tenancy.

Section 11-1.11- Violations

- (a) It shall be unlawful for any person to violate or fail to comply with any provision of this chapter. The violation of any provision of this chapter shall first be punished through the use of a civil citation, prior to prosecution as a misdemeanor, infraction, or civil injunction as provided in City Code Chapter 6, Article 1 (Administrative Citations).
- (b) Any Landlord who intentionally demands, accepts or retains any payment in violation of the provisions of this article shall be liable in a civil action to the tenant from whom such payment is demanded, accepted, or retained for damages in the sum of three times the amount by which the payment demanded, accepted, or retained exceeds the maximum amount which could be lawfully demanded, accepted, or retained together with reasonable attorneys' fees and costs as determined by the court.
- (c) The City Attorney is authorized to bring a civil action and/or proceeding for violation of this chapter, or any guideline or rule promulgated pursuant to § 11-1.14 of this chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this chapter.
- (d) *Criminal penalty.* Any person lawfully convicted of violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, which shall be punishable as provided in section 1-2.02 of this code and other applicable law.
- (e) *Separate violation.* Each separate day, or any portion thereof, during which any violation of this subchapter occurs or continues, constitutes a separate violation.
- (f) *Remedies cumulative.*
 - a. The remedies, violations, and penalties set forth in this subchapter are cumulative and in addition to all other remedies, violations, and penalties set forth in this code, or in any other city, county, State or federal ordinance, laws, rules or regulations.
 - b. The City's decision to pursue or not pursue enforcement of any kind shall not affect a tenant's rights to pursue civil remedies in accordance with § 11-1.12 of this chapter.

Section 11-1.12- Civil Remedies

Any Tenant aggrieved by a violation of this chapter may bring a civil suit in an appropriate State or federal court to enforce this chapter. Before commencing a civil suit to enforce this chapter, the Tenant shall provide at least (30) days' notice and a demand that the person or company alleged to have committed a violation of this chapter correct, repair, replace, or otherwise rectify the alleged violations under this chapter. A Landlord found to be in violation of this chapter shall

be liable to the aggrieved Tenant for damages and for Tenant's attorneys' fees and costs. Tenants are not required to exhaust their administrative remedies under this subchapter prior to filing suit pursuant to this section.

Section 11-1.13- Waiver Prohibited

Any waiver of rights under this chapter shall be void as contrary to public policy.

Section 11-1.14- Implementation and Subpoena Authority

The City Manager may adopt administrative procedures and regulations to implement the provisions of this article. The Director is also authorized to administer and enforce this chapter, which may include promulgating guidelines, procedures, and rules consistent with the provisions of this chapter. These guidelines shall have the force and effect of law and may be relied upon by parties to determine their rights and responsibilities under this chapter. In administering and enforcing this chapter, the Director may also issue subpoenas pursuant to Cal. Government Code § 53060.4 and may report noncompliance therewith to the judge of the Superior Court.

Section 11-1.15- Fee Established

Landlords subject to this chapter shall pay a rent stabilization ordinance implementation fee, and any related registration, appeal, or application fees as may be established by City Council resolution. The rent stabilization program fee is to fund the City's costs to implement and enforce the provisions of this chapter.

Section 11-1.16- Appeal Hearing and Procedure

- (a) A Landlord or an affected Tenant who wishes to contest the Director's decision on a rent adjustment application, or a Landlord or Tenant who wishes to contest the Director's decision on a tenant petition for noncompliance, or a Landlord or Tenant who wishes to contest any other Director's decision under this chapter may file a request for appeal of the Director's decision, which will be heard in accordance with the procedures set forth in this chapter.
1. Appeals shall be submitted in writing on a request for appeal form and filed with the Community Development Director within 15 calendar days after the decision date identified in the notice of decision. If the filing deadline falls on a weekend, holiday, or other day when city hall is officially closed, the filing deadline will extend to the following city hall business day.
 2. The request for appeal shall specifically state the pertinent facts and the basis for the appeal. A Landlord who contends the requirements of this chapter would effectuate an unconstitutional taking of property or otherwise have an unconstitutional application to the property must pursue that claim via an appeal to the Director.

3. A Landlord who files a request for appeal shall do the following:
 - i. Mail a copy of the request for appeal by first class mail, postage prepaid, to all tenants who would be subject to a rent increase, or the Tenant who filed the petition for noncompliance, as applicable, within five calendar days after the date the request for appeal is filed with the Community Development Director.
 - ii. Within ten calendar days after the date the request for appeal is filed with the Director, the Landlord shall file a proof of service signed under penalty of perjury stating that a copy of the request for appeal was mailed to all such Tenants.
4. A Tenant who files a request for appeal shall do the following:
 - i. Mail a copy of the request for appeal by first class mail, postage prepaid, to the Landlord or Landlord's agent within five calendar days after the date the request for appeal is filed with the Director.
 - ii. Within ten calendar days after the date the request for appeal is filed with the Director, the Tenant shall file a proof of service signed under penalty of perjury stating that a copy of the request for appeal was mailed to the Landlord or Landlord's agent.
5. The request for appeal shall include:
 - i. A general statement, specifying the basis for the appeal and the specific aspect of the decision being appealed, and shall be based upon an error in fact or dispute of findings.
 - ii. Supporting evidence substantiating the basis for the appeal.
 - iii. Any other documentation or information the appealing party wants the Planning Commission to consider.

(b) *Hearing procedure.*

1. A hearing on a request for appeal will be scheduled before the Planning Commission for a date no sooner than 15 days and no later than 60 days after receipt of the request for appeal and proof of service in compliance with the requirements this section, unless the Planning Commission determines that good cause exists for an extension of time.
2. Upon setting the hearing date, the Planning Commission shall send written notice to the appealing party of the date, time and place set for the hearing.

3. If the Landlord is the appealing party, upon receipt of the notice setting the date, time and place of the hearing, the Landlord shall, in the case of a request for appeal of a rent adjustment application, post such notice in a conspicuous place at the affected property including the Rental Units that are the subject of the appeal. Such notice shall be placed on a written instrument that is at least 11 inches in width and 17 inches in length, and shall be placed not less than four feet above ground level in the common area, at the entry or entries to the building or units, or other similar location or locations as necessary to provide Tenants a reasonable opportunity to view the notice and be advised of the hearing. Within five calendar days of receipt of the notice of hearing, the Landlord shall personally deliver a copy of the notice to each Tenant in the affected Rental Units. In the case of Landlord's request for appeal of a Tenant petition for noncompliance, the Planning Commission shall send a copy of the notice setting the date, time and place of the hearing to the Tenant concurrently with sending the notice to the Landlord.
 4. If the Tenant is the appealing party, the Planning Commission shall send a copy of the notice setting the date, time and place of the hearing to the Landlord concurrently with sending the notice to the Tenant.
 5. At the hearing, the appealing party shall be given the opportunity to testify, call witnesses and to present evidence concerning the appeal. The Planning Commission may also hear testimony and consider written evidence offered by the Tenants in the affected Rental units and, if a Tenant is the appealing party, hear testimony and consider written evidence offered by the Landlord.
 6. The Planning Commission may continue the hearing and request additional information from the Landlord, affected Tenants, or petitioning Tenant, as applicable, prior to issuing a written decision.
 7. All hearings conducted by the Planning Commission shall be open to the public.
- (c) *Hearing continuance.* The Planning Commission may grant a continuance of the hearing date upon a request and a showing of good cause. The request must be made in writing and be received by the Planning Commission at least five business days prior to the hearing date. If the Landlord is the party requesting an extension, the Landlord must personally deliver a copy of the request to the affected Tenant(s). In no event shall the continuance be longer than 15 calendar days from the originally scheduled hearing date.
- (d) *Planning Commission decision.* After considering all of the testimony and evidence submitted at the hearing, within 20 calendar days after the conclusion of the hearing, the Planning Commission shall issue a written decision denying, affirming or modifying the Director's decision and shall adopt written findings in support of that decision. The written decision shall be served by first-class mail, postage prepaid on the appealing party. If the Landlord is the appealing party and the appeal concerned a rent adjustment application, the Landlord shall post such notice in a conspicuous place at the property

containing the affected Rental Units and within five calendar days of receipt of the written decision, the Landlord shall personally deliver a copy of the written decision to each tenant in the affected Rental Units. If a Tenant is the appealing party or if the Landlord is the appealing party and the appeal concerned a tenant petition for noncompliance, the Planning Commission shall serve a copy of the written decision on the Landlord and the Tenant concurrently.

- (e) *Judicial review of Planning Commission decision.* Any person directly aggrieved by a Planning Commission decision pertaining to a request for appeal of a Director's decision on a rent adjustment application, may seek judicial review in the Superior Court pursuant to Cal. Government Code § 53069.4 and/or Cal. Code of Civil Procedure §§ 1094.5 and 1094.6.

Chapter 2 Just Cause Evictions and Tenant Protections

Section 11-2.01- Title

This chapter shall be known as the “Just Cause Eviction and Tenant Protection Ordinance” of the City of Ojai.

Section 11-2.02- Findings

The City Council hereby finds that the City’s Just Cause Eviction and Tenant Protection Ordinance is more protective of Tenants than the Tenant Protection Act of 2019 (AB 1482). In the event of any conflict between this chapter and applicable State law, the more restrictive requirements shall apply to the maximum extent of the City’s power to impose more restrictive requirements under applicable law.

Section 11-2.03- Just Cause Evictions

- (a) In this chapter, the term “Eviction” shall mean a Landlord attempt to recover possession of a rental unit by initiating an unlawful detainer action against a Tenant or requiring a Tenant to vacate a unit. Termination of tenancy shall have the same meaning.
- (b) Notwithstanding any other law, if a Tenant has continuously and lawfully occupied a Rental Unit for 30 days, the Landlord shall not terminate the Tenancy without just cause, which shall be stated in the written notice to terminate tenancy, as described in this chapter. If any additional adult Tenant has been added to the lease before an existing Tenant had continuously and lawfully occupied the Rental Unit for 30 days, then this subsection shall only apply if either of the following are satisfied:
 1. All of the Tenants have continuously and lawfully occupied the Rental Unit for 30 days or more.
 2. At least one Tenant of multiple Tenants has continuously and lawfully occupied the Rental Unit for 30 days or more.

(c) For purposes of this section, “just cause” includes either of the following:

1. At-fault just cause; or
2. No-fault just cause.

Section 11-2.04- At-Fault Just Cause Evictions

(a) At-fault just cause includes any of the following:

1. Default in the payment of Rent.
2. A breach of a material term of the lease, as described in Section 1161(3) of the California Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation. A “breach of a material term” shall not include:
 - i. The obligation to limit occupancy, provided that the additional occupant who joins the Tenant of the Rental Unit thereby exceeding the limits on occupancy set forth in the lease is dependent under age 18, or a replacement tenant who moved in after an approved Tenant vacated the Rental Unit, so long as the addition does not exceed the Uniform Housing Code.
 1. The Landlord shall have the right to approve or deny the prospective additional or replacement Tenant, who is not a minor dependent child, provided that the Landlord does not unreasonably withhold approval. If the Landlord fails to respond to the Tenant in writing with a description of the reasons for the denial of the request within a reasonable amount of time of receipt of the Tenant’s written request, the Tenant’s request shall be deemed approved by the Landlord if the lease is for a period of one year or less.
 - ii. A change in the terms of the Tenancy that is not the result of an express written agreement signed by both of the parties. A Landlord is not required to obtain a Tenant’s written consent to a change in the terms of the tenancy if the change in the terms of the Tenancy is authorized by this section, or if the owner is required to change the terms of the Tenancy pursuant to federal, state, or local law. Nothing in this subsection shall exempt a Landlord from providing legally required notice of a change in the terms of the Tenancy.
3. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in Section 1161(4) of the California Code of Civil Procedure.

4. Committing waste as described in Section 1161(4) of the California Code of Civil Procedure.
5. The Tenant had a written lease that terminated on or after the effective date of this article, and after a written request or demand from the Landlord, 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. If the Tenant had a written lease that terminated on or after the effective date of this article, and after a written request or demand from the Landlord, the Tenant has refused to execute a written extension or renewal of the lease for an additional term of non-similar duration and/or with non-similar lease provisions, then the cause for eviction will be no-fault just cause under section 11-2.03 below.
6. Criminal activity by the Tenant on the Rental unit, including any common areas, or any criminal activity or criminal threat, as defined in Section 422(a) of the California Penal Code, on or off the Rental Unit, that is directed at any Landlord or agent of the Landlord of the Rental Unit. Further, at-fault just cause eviction of a tenant under this provision shall only apply to that Tenant who committed the criminal activity described herein. If a Tenant is acquitted or found not guilty of the charges giving rise to eviction, or if charges are not filed against the Tenant within the applicable statute of limitations period, the Tenant shall be offered the right to restore the Tenancy only if the same Rental Unit is available.
7. Assigning or subletting the premises in violation of the Tenant's lease, as described in Section 1161(4) of the California Code of Civil Procedure. Notwithstanding any contrary provision in this section, a Landlord shall not take any action to terminate a Tenancy based on a Tenant's sublease of the Rental Unit if all the following requirements are met:
 - i. The Tenant requests permission from the owner in writing to sublease the Rental Unit.;
 - ii. The Tenant continues to reside in the Rental Unit as their primary residence;
 - iii. The sublease replaces one or more departed Tenants under the lease on a one-for-one basis; and
 - iv. The Landlord fails to respond to the Tenant in writing within a reasonable amount of time of the receipt of the Tenant's written request. If the Landlord fails to respond to the Tenant's written request, the request shall be deemed approved by the Landlord if the lease is for a period of one year or less. A Landlord's reasonable refusal of the Tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a residential real property exceeds the maximum

number of occupants as determined under Section 503(b) of the Uniform Housing Code or successor provision.

8. The Tenant's refusal to allow the Landlord to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.
9. Using the premises for an unlawful purpose as described in Section 1161(4) of the California Code of Civil Procedure.
10. The employee, agent, or licensee's failure to vacate after being terminated as an employee, agent, or a licensee, as described in Section 1161(1) of the California Code of Civil Procedure.
11. When the Tenant fails to deliver possession of the Rental Unit after providing the Landlord written notice as provided in California Civil Code Section 1946 of the Tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the Landlord, but fails to deliver possession at the time specified in that written notice as described in Section 1161(5) of the California Code of Civil Procedure.

Section 11-2.05- No-Fault Just Cause Evictions

(a) No-fault just cause, which includes any of the following:

1. Good faith intent to occupy the Rental Unit as a primary place of residence by the Landlord or the Landlord's spouse, domestic partner, children, grandchildren, parents, or grandparents.
 - i. For leases entered into on or after the effective date of this article, this subsection shall apply only if the Tenant agrees, in writing, to the termination, or if a provision of the lease allows the Landlord to terminate the lease if the Landlord, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the Rental unit for a period of at least 24 months, as affirmed by the Landlord in a written affidavit submitted to the City.
2. Withdrawal of the Rental Unit from the rental market subject to the provisions of the Ellis Act.
3. The Landlord complying with any of the following:
 - i. An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.
 - ii. An order issued by a government agency or court to vacate the residential real property.

- iii. A local ordinance that necessitates vacating the Rental unit.
 - iv. 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 chapter, the Tenant shall not be entitled to relocation assistance as outlined in this chapter.
4. Intent to demolish or to substantially remodel the Rental Unit.
- i. For purposes of this subsection, “substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.
 - ii. No “just cause” eviction for “substantial remodel” or demolition shall be effective unless building permits were first secured from the City, and, included with the notice of termination of the Tenancy, the Tenant was provided with copies of the building permit(s) and with a written detailed account explanation of the scope of work, why the work cannot be reasonably accomplished in a safe manner with the Tenant in place, and why the work cannot be completed in 30 days and requires the Tenant to vacate the Rental Unit for that duration.
 - iii. The Landlord shall provide 60 days advance written notice to the Tenant of the ability to reoccupy the unit upon completion of the repairs, or if requested by the Tenant, the right of first refusal to any comparable vacant Rental Unit which has been offered at comparable Rent owned by the Landlord.
 - iv. In the event the Landlord seeks to rent the remodeled Rental Unit within six months following the completion of the remodeling work, the evicted Tenant shall have the right of first refusal to reoccupy and rent the unit, unless the Landlord provides a written waiver by the Tenant of their right to reoccupy the premises pursuant to this subsection.

Section 11-2.06- Just Cause Curable Lease Violation

- (a) Before a Landlord of Rental Unit issues a notice to terminate a Tenancy for just cause that is a curable lease violation, the Landlord shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to Section 1161(3) of the

California Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the Tenancy.

- (b) Any written notice to cease or correct must:
 - a. Be dated and served upon the Tenant, pursuant to at least one of the methods authorized under Cal. Code of Civil Procedure, Section 1162, as may be amended;
 - b. Inform the Tenant that failure to cure may result in the initiation of eviction proceedings;
 - c. Inform the Tenant of the right to request a reasonable accommodation;
 - d. Inform the Tenant of the contact number for the City; and
 - e. Include a specific statement of the reasons for the written notice to cease or correct with specific facts to help the Tenant determine the date(s), place(s), witness(es), and/or circumstance(s) that support the reason(s) for the eviction.

Section 11-2.07- No-Fault Just Cause Tenant Relocation Assistance

- (a) If a Landlord issues a notice to terminate a Tenancy for no-fault just cause, the Landlord shall notify the Tenant of the Tenant's right to relocation assistance or rent waiver pursuant to this section. If the Landlord elects to waive the Rent for the final month of the Tenancy as provided in this chapter, the notice shall state the amount of Rent waived and that no Rent is due for the final month of the Tenancy.
- (b) The amount of relocation assistance shall be equal to: (i) two months of the Tenant's rent that was in effect when the Landlord issued the notice to terminate the Tenancy, or (ii) \$5,000, whichever is greater. Any relocation assistance shall be provided within 15 calendar days of service of the notice.
 - i. If a 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 subsection shall be recoverable as damages in an action to recover possession.
 - ii. The relocation assistance or Rent waiver required by this subsection shall be credited against any other relocation assistance required by any other law.
- (c) A Landlord's failure to strictly comply with this subsection shall render the notice of termination void.

Section 11-2.08- Exemptions

- (a) This chapter shall not apply to the following types of residential real properties or residential circumstances:
1. Transient and tourist hotel occupancy as defined in Section 1940(b) of the California Civil Code for which the Landlord has registered the transient occupancy with the City under Ojai Municipal Code section 8-1.414 and is in compliance with all applicable provisions of the Ojai Municipal Code.
 2. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the California State Department of Social Services.
 3. Dormitories owned and operated by an institution of higher education or a kindergarten and grades one to 12, inclusive, school.
 4. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Landlord who maintains their principal residence at the Rental Unit.
 5. Single-family owner-occupied residences, including a residence 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.
 6. A duplex 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.
 7. Residential real property that is alienable separate from the title to any other dwelling unit; provided, that both of the following apply:
 - i. The owner is not any of the following:
 1. A real estate investment trust, as defined in Section 856 of the U.S. Internal Revenue Code.
 2. A corporation.
 3. A limited liability company in which at least one member is a corporation.
 - ii. The tenants have been provided written notice that the residential property is exempt from this chapter per this section.

8. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.
9. Residential real property occupied by the Landlord, or their spouse, domestic partner, children, grandchildren, parents, or grandparents for at least six months before a fixed-length tenancy of up to six months, and for which the Landlord, or their spouse, domestic partner, children, grandchildren, parents, or grandparents have a good faith intent to reoccupy the unit after conclusion of the tenancy, as affirmed by the Landlord in a written affidavit submitted to the City.

Section 11-2.09- Additional Tenant Protections

- (a) The City Manager may adopt administrative procedures and regulations to implement the provisions of this article.
- (b) Once established by the City Council, all Landlord with Rental Units shall pay the tenant protection program fee, as established by City Council resolution. The tenant protection program fee is to fund the City's cost to implement and enforce the provisions of this article.
- (c) It is illegal for a Landlord or representative to retaliate against a Tenant for lawfully and peaceably exercising their legal rights, including but not limited to, the right to file a complaint with code compliance. No Landlord may take any action increasing any rental amount, reducing any service, causing the Tenant to involuntarily quit the premises, or discriminating against the Tenant because of the Tenant's use of any remedy provided by this article.
- (d) Any provision of a rental housing agreement that purports to waive any provision of this article is void as against public policy.
- (e) A Landlord's failure to comply with any requirement of this article is an affirmative defense in an unlawful detainer or other action brought by the Landlord to recover possession of the Rental Unit.

Section 11-2.10- Notices

- (a) *Notice of the Existence of this chapter.* The Landlord shall post a notice providing information about the existence of this Chapter 27, including protections related to immigration or citizenship status of tenant found under Cal. Civil Code, Section 1940.35

and Cal. Code of Civil Procedure, Section 1161.4, as may be amended. Notice must be posted in English and Spanish in a conspicuous location on the property.

1. In addition to all other notice requirements specified elsewhere in this article, the owner of any Rental unit is required to provide written notice to Tenants of their rights under this article as follows:
 - i. The notice required by this article must include the following information:
 1. The existence and scope of this article; and
 2. The right to relocation assistance in limited circumstances pursuant to section 11-2.06.
 - ii. The Landlord must provide Tenant with the notice upon serving any notice of change in terms of Tenancy.
 - iii. The Landlord must provide the notice on or before the commencement of all Tenancies initiated after the effective date of this chapter.

(b) *Notice of termination of tenancy.* When terminating a Tenancy either at-fault or no-fault, a Landlord must comply with all of the following:

1. The Landlord must serve a written notice in accordance with Cal. Civil Code, Sections 1946 through 1946.5, to the Tenant that states that, in addition to any information required by federal or State law, the Landlord will terminate the Tenancy, and that indicates at least one at-fault or no-fault just cause reason; and
2. The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Rental unit beyond the term of the terminated Tenancy in compliance with Cal. Civil Code, Sections 1945 through 1946.5; and
3. The Landlord qualifies the termination as at-fault or no-fault just cause; and
4. The Landlord has submitted to the City, within five days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord's written notice of termination, and proof of such service, signed by the Landlord under penalty of perjury, on the tenant. The Landlord shall maintain proof of service to the City as evidence that the Landlord has complied with this section.
5. When the Landlord and Tenant have entered into a written lease, the Landlord must provide the notice in the language used in the lease, in addition to English. When the Landlord and Tenant have not entered into a written lease, the Landlord must provide the notice in the language that the Landlord and Tenant used to negotiate the terms of the Tenancy, in addition to English.

(c) *Notice as addendum to lease or rental agreement.* A Landlord of Rental Unit(s) subject to this section shall provide notice to the Tenant as follows:

1. For any Tenancy commenced or renewed on or after the effective date of this article, 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.
2. The Landlord must provide the notice in the language that the Landlord and Tenant used to in the lease, in addition to English.
3. For a Tenancy existing prior to the effective date of this article, by written notice to the Tenant no later than 30 days after the effective date of this article, or as an addendum to the lease or rental agreement.
4. The notification or lease provision shall be in no less than 12-point type, and shall include the following:

“The Ojai Municipal Code provides that after all of the tenants have continuously and lawfully occupied the property for at least 30 days, an owner must provide a statement of cause in any notice to terminate a tenancy. In addition, Ojai Municipal Code provides tenants evicted for no-fault just cause with the right to relocation payments. See Title 11 of the Ojai Municipal Code for more information.”

5. Landlord must provide the notice to Tenants in writing if the application and lease are processed in writing, electronically if the application or lease are processed electronically, or both if both methods are utilized. The provision of the notice shall be subject to Cal. Civil Code, Section 1632.

Section 11-2.11- Violations

- (a) It shall be unlawful for any person to violate or fail to comply with any provision of this chapter. The violation of any provision of this chapter shall first be punished through the use of a civil citation, prior to prosecution as a misdemeanor, infraction, or civil injunction as provided in City Code Chapter 6, Article 1 (Administrative Citations).
- (b) Any person whose rights pursuant to this article have been violated shall have the right to file an action for injunctive relief and damages. Before commencing a civil suit to enforce this chapter, the person shall provide at least (30) days’ notice and a demand that the person or company alleged to have committed a violation of this chapter correct, repair, replace, or otherwise rectify the alleged violations under this chapter. Whoever is found to have violated this article shall be subject to appropriate injunctive relief and shall be liable for damages, costs, and reasonable attorney fees. Treble damages shall be awarded for willful failure to comply with the relocation

payment obligations established by this article. Any action pursuant to this article shall be a civil matter and adjudicated through civil court.

- (c) The City Attorney is authorized to bring a civil action and/or proceeding for violation of this chapter, or any guideline or rule promulgated pursuant to § 11-2.08 of this chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this chapter.
- (d) Criminal penalty. Any person lawfully convicted of violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor, which shall be punishable as provided in section 1-2.02 of this code and other applicable law.
- (e) Remedies cumulative.
 - 1. The remedies, violations, and penalties set forth in this subchapter are cumulative and in addition to all other remedies, violations, and penalties set forth in this code, or in any other city, county, State or federal ordinance, laws, rules or regulations.
 - 2. The City's decision to pursue or not pursue enforcement of any kind shall not affect a tenant's rights to pursue civil remedies in accordance with this chapter.

SECTION 2: SEVERABILITY

If any section, subsection, sentence, clause or phrase of the provisions depicted in this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining provisions adopted under this Ordinance. The City Council of the City of Ojai hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases thereof shall be declared invalid.

SECTION 3: CALIFORNIA ENVIRONMENTAL QUALITY ACT

The City Council of the City of Ojai finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") under California Code of Regulations, Title 14, section 15183 ("Action Consistent with General Plan and Zoning"); section 15378 ("No Project"), and section 15061(b)(3) ("No Significant Environmental Impact").

SECTION 4. CERTIFICATION

The City Clerk shall cause this Ordinance to be published as required by law, and shall cause a copy of this Ordinance and its certification, together with proof of publication, to be entered in the Book of Ordinances of the City.

SECTION 5. EFFECTIVE DATE

This Ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code Section 36937, shall supersede any conflicting provision of any City of Ojai ordinance, and shall continue in effect until terminated by further action of the City Council in accord with applicable law.

CITY OF OJAI, CALIFORNIA

By _____

Betsy Stix, Mayor

ATTEST:

Weston Montgomery, Interim Deputy City Clerk

APPROVED AS TO FORM:

Matthew T. Summers, City Attorney

STATE OF CALIFORNIA)

COUNTY OF VENTURA)

CITY OF OJAI)

I, Weston Montgomery, Interim Deputy City Clerk of the City of Ojai do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Ojai held on _____ and adopted at a regular meeting held on _____ by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Weston Montgomery, Interim Deputy City Clerk