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THE SANTA BARBARA APARTMENT ASSOCIATION, INC.
dba SANTA BARBARA RENTAL PROPERTY ASSOCIATION &
NOGORA, LLC

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

THE SANTA BARBARA APARTMENT
ASSOCIATION, INC. dba SANTA BARBARA
RENTAL PROPERTY ASSOCIATION and
NOGORA, LLC,

Plaintiffs

v.

CITY OF SANTA BARBARA; CITY
COUNCIL of the CITY OF SANTA
BARBARA; ARIEL CALONNE, in his official
capacity as CITY ATTORNEY for the CITY OF
SANTA BARBARA; and DOES 1 through 20,
inclusive,

Defendants.

Case No.: _____

**FEDERAL CIVIL RIGHTS COMPLAINT
FOR EQUITABLE RELIEF AND
DAMAGES**

**[42 U.S.C. § 1983; Cal. Civ. Proc. Code §
1085]**

INTRODUCTION

1
2 1. This is a challenge to an ordinance and resolution (collectively, the “Relocation Payment
3 Law”) enacted by Defendant City of Santa Barbara (“City”),¹ which together compel rental housing
4 owners to pay off tenants, whether wealthy or in need, an extraordinary *three times the monthly rent* just
5 for the right to repossess their properties. As detailed below, the Relocation Payment Law—a permanent
6 mandate with no sunset provision—violates housing owners’ federal constitutional rights.

7 2. The Relocation Payment Law violates the United States Constitution’s prohibition on
8 government impairment of leases and rental agreements, none of which provide for payment of relocation
9 costs to tenants. The Relocation Payment Law also violates owners’ right to be free from unconstitutional
10 takings of private property under the Fifth Amendment, and unlawful seizures of the same under the
11 Fourth Amendment. Further, the law is the product of utterly arbitrary and capricious decision-making by
12 the City Council that adopted it: After commissioning a “nexus study” to justify a relocation payment
13 amount, the City Council rejected the study—because the recommended amount was too low—and
14 plucked out of thin air an amount equal to “three times the rent.”

15 3. Plaintiff The Santa Barbara Apartment Association, Inc., dba Santa Barbara Rental
16 Property Association is an association whose members are individual rental housing owners. Many have
17 been burdened and continue to be burdened by the Relocation Payment Law, which has compelled them
18 to transfer significant sums of money to tenants simply for exercising the right to repossess their units.
19 One such member is Nogora, LLC—owned by a small mom-and-pop landlord—who was forced to pay
20 three times the monthly rent to tenants who simply moved from one unit in a duplex to the other, just so
21 the landlord could perform necessary sewer and plumbing work.

22 4. Plaintiffs seek a declaration that the Relocation Payment Law is unconstitutional, facially
23 and as applied, as well as an injunction prohibiting its enforcement under 42 U.S.C. section 1983; in the
24 alternative, they seek a writ of mandamus to the same effect, under California Code of Civil Procedure
25 section 1085. Plaintiffs also seek nominal damages for the federal constitutional violations perpetrated by
26 the City by way of enactment and enforcement of the Relocation Payment Law, as well as their attorneys’

27
28 ¹ All reference to the “City of Santa Barbara” include all named Defendants.

1 fees and costs under 42 U.S.C. section 1988.

2 5. In addition, Plaintiff Nogora, LLC seeks just compensation from the City for being forced
3 to make a massive relocation payment to tenants for the right to repossess its unit for repairs.

4 **JURISDICTION AND VENUE**

5 6. This action is brought pursuant to 42 U.S.C. § 1983, based on Defendants' deprivation of
6 the constitutional rights of Plaintiffs under Article I, Section 10, Clause 1 of the United States Constitution,
7 as well as under the Fourth, Fifth and Fourteenth Amendments to the same. Accordingly, this Court has
8 federal question jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1343. This Court has authority to grant
9 the requested declaratory and injunctive relief, and damages, pursuant to 28 U.S.C. § 2201, 28 U.S.C. §
10 1343(a), and 42 U.S.C. § 1983, and to award attorneys' fees and costs pursuant to, *inter alia*, 42 U.S.C. §
11 1988. The Court has pendent jurisdiction over the California claim under 28 U.S.C. section 1367.

12 7. Venue is proper in this district pursuant to 28 U.S.C. §§ 1391(b)(1) and (2), because
13 Defendants are located within this district and a substantial part of the events giving rise to Plaintiffs'
14 claims occurred in this district.

15 **PARTIES**

16 8. Founded in 1977, Plaintiff The Santa Barbara Apartment Association, Inc., dba Santa
17 Barbara Rental Property Association (SBRPA) is one of Central California's leading trade associations.
18 The Association is a 501(c)6 non-profit organization serving the needs of the rental housing industry in
19 Santa Barbara County. The over-1,000 dues-paying members of SBRPA are individuals and companies
20 who own, manage or provide products and services to more than 23,000 residential rental units,
21 representing a significant portion of Santa Barbara's rental housing stock. SBRPA's owner-members with
22 nonexempt properties in the City have been compelled by the Relocation Payment Law to make substantial
23 relocation payments to tenants for the right to reclaim their units for so-called "no fault, just cause"
24 repossessions. SBRPA brings this challenge on behalf of itself and its affected owner-members to
25 vindicate their federal civil rights under 42 U.S.C. § 1983.

26 9. One such SBRPA member is Teresa Patiño. Ms. Patiño is a small landlord who, through
27 Plaintiff Nogora LLC (of which she is the sole member), owns a duplex in the City that is subject to the
28 Relocation Payment Law. As detailed below, in April 2021, Ms. Patiño was compelled by the Relocation

1 Payment Law to make a relocation payment of \$7,800 to tenants, who moved from Unit A of the duplex
 2 to Unit B so that Ms. Patiño could substantially replace and modify Unit A's plumbing and sewer line
 3 system. The payment represented three times the tenants' monthly rent. But for the law, she would not
 4 have had to make, and would not have made, the relocation payment.

5 10. Defendant City of Santa Barbara is a municipal corporation, and can sue and be sued.

6 11. Defendant City Council of the City of Santa Barbara is the City's governing legislative
 7 body and enacted the Relocation Payment Law.

8 12. Defendant Ariel Calonne is the City Attorney for the City of Santa Barbara and has the
 9 power and duty to enforce the Relocation Payment Law. Mr. Calonne is sued in his official capacity.

10 13. Plaintiffs are ignorant of the true names and capacities of Defendants sued herein as DOES
 11 1 through 20 and therefore sue Defendants by such fictitious names. Plaintiffs are informed and believe,
 12 and on that basis allege, that each of the fictitiously named Defendants is in some manner responsible or
 13 liable for the events and happenings referred to herein, and that each such fictitiously named Defendant
 14 caused injury and damage to Plaintiffs as alleged in this Complaint. Plaintiffs will amend or seek leave of
 15 court to amend this Complaint to allege the true names and capacities of such fictitiously named
 16 Defendants when the same are ascertained.

17 14. Plaintiffs are informed and believe, and thereon allege, that at all relevant times each of the
 18 Defendants was the agent of each of the remaining Defendants and, in doing the things hereinafter alleged,
 19 was acting within the course and scope of such agency or employment.

20 **FACTUAL ALLEGATIONS**

21 15. On December 8, 2020, the City Council passed by a narrow 4-to-3 vote Ordinance No.
 22 5979. The Ordinance amended the Santa Barbara Municipal Code ("Municipal Code") by adding Chapter
 23 26.50 pertaining to "just cause" for residential evictions. A true and correct copy of Ordinance No. 5979
 24 is attached hereto as Exhibit A and incorporated herein by reference. The Ordinance took effect on January
 25 8, 2021.

26 16. The Ordinance mandates, in relevant part, that "[t]he owner of a rental unit who issues a
 27 termination notice based upon no-fault just cause shall make a relocation assistance payment to each
 28 qualified tenant in an amount established by resolution of the City Council, or one month's rent plus one

dollar, whichever is greater.” Municipal Code § 26.50.20(A). A “qualified tenant” is defined as “a tenant who has continuously and lawfully occupied a rental unit for 12 months.”

17. The relocation payment requirement applies to rental housing in the City with limited exceptions. *Id.* § 26.50.

18. The Ordinance distinguishes between “at fault” just cause and “no fault” just cause. “No fault” just cause is: “a. Intent to occupy the rental unit by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents if a provision of the lease allows the owner to terminate the lease when the owner, or their spouse, domestic partners, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the rental unit. b. Withdrawal of the rental unit from the rental market. c. The owner complying with any of the following: i. An order issued by a governmental agency or court relating to habitability that necessitates vacating the rental unit. ii. An order issued by a government agency or court to vacate the rental unit. iii. A local ordinance that necessitates vacating the rental unit. d. Intent to totally demolish or to substantially remodel the rental unit.”

19. On December 8, 2020, the City Council passed, by another narrow 4-3 vote, Resolution No. 20-084. The Resolution set the relocation payment amount equal to “3.0 months of the rent that was in effect when the owner issued the notice to terminate the tenancy.” A true and correct copy of the Resolution is attached hereto as Exhibit B and incorporated herein by reference.

20. The relocation payment amount was selected arbitrarily. While the City Council did pay a significant sum of money to a real estate advisory firm, Keyser Marston Associates, Inc. (“KMA”), to prepare a nexus study, the City Council rejected it because the study’s recommended relocation payment amount was not high enough. A true and correct copy of the nexus study is attached hereto as Exhibit C and incorporated herein by reference. Instead, a bare majority of Council members arbitrarily imposed its own amount of *three times* the monthly rent, in wanton and reckless disregard of rental housing owners’ constitutionally protected rights. The relocation amount was not based on any legitimate nexus study establishing the actual cost of relocation.

21. A tenant of any means can potentially qualify for a relocation payment. The Relocation Payment Law contains no “means testing” to ensure that only tenants in actual need of assistance with relocation are entitled to the relocation payment. Thus, there is nothing in the law to prevent a small

1 landlord of relatively modest means from being compelled to make a relocation payment to a
2 comparatively wealthy tenant who has no need for anyone to subsidize his or her relocation expenses.

3 22. The Relocation Payment Law confers an exclusively private benefit on private individuals
4 (tenants). Further, the law does not require that a relocation payment be used for relocation. The relocation
5 payment can be used for any private purpose the tenant desires.

6 23. Remedies for violation of the Relocation Payment Law are severe. Failure to make the
7 required relocation payment in a timely manner is a defense to any unlawful detainer action. Further, any
8 violation of the Chapter, including the relocation payment requirement, entitles the aggrieved tenant to
9 actual damages, as well as attorneys' fees and costs. The City Attorney is also authorized to enforce the
10 Chapter through administrative, civil, and even criminal action. Finally, the City Attorney is authorized
11 to bring actions for injunctive relief against offending owners, as well as for the City's costs, expenses,
12 and attorneys' fees.

13 24. Some members of SBRPA are owners of nonexempt rental units in the City and have been
14 subjected to the Relocation Payment Law. They have been compelled to pay three times monthly rent to
15 tenants following "no fault" evictions. They have done so against their will and in violation of their federal
16 constitutional rights.

17 25. An example is Nogora LLC, which owns a duplex in the City. In early 2021, significant
18 plumbing and sewer issues forced Nogora to have to perform substantial modifications to those systems
19 in one of the units—namely, Unit A, a tenancy in existence prior to the Relocation Payment Law. That
20 work required the tenants in Unit A, who were renting on a month-to-month basis, to move themselves
21 and their belongings into Unit B. The tenants performed the next-door move themselves, without having
22 to hire any professional movers. Tenants had no relocation costs. Nevertheless, under the Relocation
23 Payment Law, Nogora was forced to pay the tenants three times the tenants' monthly rent, or \$7,800. The
24 unexpected payment imposed a substantial financial hardship on Nogora's manager member, Teresa
25 Patiño, who is a small, mom-and-pop landlord struggling to keep her rental housing business afloat while
26 providing superior service to her tenants.

27 26. She and other owner-members of SBRPA face the continued threat of having to pay, on
28 pain of serious penalties and damages, substantial sums of money to tenants for the right to reclaim their

units for so-called “no fault, just cause” repossessions. The Relocation Payment Law’s existence on the books means that those members, such as Nogora, must financially plan *today* for the eventuality of making significant relocation payments in the future.

FIRST CLAIM

Facial and As-Applied Violation of the Contracts Clause (U.S. Const. art. I, § 10, cl. 1; 42 U.S.C. § 1983) (By All Plaintiffs Against All Defendants)

27. Plaintiffs incorporate herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein.

28. The Contracts Clause of the United States Constitution prohibits local governments from passing “any . . . Law impairing the Obligation of Contracts.” (U.S. Const., Art. I, §10, cl. 1). To determine whether a law violates the Contracts Clause, a court engages in a two-step inquiry. *Sveen v. Melin*, 138 S. Ct. 1815, 1821-22 (2018). First, a court will determine whether the law “operate[s] as a substantial impairment of a contractual relationship.” *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234, 244 (1978). “In answering that question, the Court has considered the extent to which the law undermines the contractual bargain, interferes with a party’s reasonable expectations, and prevents the party from safeguarding or reinstating his rights.” *Sveen*, 138 S. Ct. at 1822. Second, the court considers “whether the state law is drawn in an ‘appropriate’ and ‘reasonable’ way to advance ‘a significant and legitimate public purpose.’” *Sveen*, 138 S. Ct. at 1822 (quoting *Energy Reserves Group, Inc. v. Kansas Power & Light Co.*, 459 U.S. 400, 411-412 (1983)). Importantly, a law fails at the second step unless the contractual impairment it causes “was necessary to meet an important general social problem.” *Allied Structural*, 438 U.S. at 247.

29. Not one lease executed by an SBRPA member owning a nonexempt rental housing unit with a qualified tenant, including Plaintiff Nogora’s leases, contains any provision for a relocation payment upon repossession, let alone one in the amount of three times the monthly rent or one that includes payment of the tenant’s future security deposit. To the contrary, owners including Nogora reasonably expected and continue to expect they will be able to lawfully repossess their units without having to make a substantial relocation payment of any kind or amount. Yet the Relocation Payment Law undermines those reasonable expectations and rewrites their existing leases.

30. The City cannot stablish that the Relocation Payment Law is drawn in an appropriate and reasonable way to advance a significant and legitimate public purpose. Among other things, the law serves the purely private interests of a discrete class of private individuals, not a public purpose. In this case of Nogora, the law required her to transfer a substantial sum of money to private tenants who had no relocation costs and simply moved from one of unit in her duplex to the other unit. Moreover, the law exacts an arbitrary amount of money from rental housing owners, including Nogora, without any basis in a legitimate nexus study, and transfers the funds to tenants irrespective of tenants' needs or of the private use to which the funds are put.

31. As a consequence, the Relocation Payment Law impairs existing contracts, including specifically Nogora's lease contract, in violation of the Contracts Clause.

SECOND CLAIM

Facial and As-Applied Violation of the Takings Clause of the United States Constitution (U.S. Const. amends. V, XIV; 42 U.S.C. § 1983) (By Plaintiff Nogora, LLC Against All Defendants)

32. Plaintiffs incorporate herein by reference each and every allegation contained in the preceding paragraphs of this Complaint as though fully set forth herein

33. The Takings Clause of the Fifth Amendment to the United States Constitution prohibits the government from taking private property unless (a) it is for a "public use" and (b) "just compensation" is paid to the owner. U.S. Const. amend. V, XIV; *see also Brown v. Legal Foundation of Washington*, 538 U.S. 216, 231-32 (2003) (underscoring the Takings Clause's two separate requirements). The Takings Clause was enshrined in the Constitution so that the government is prohibited from "forc[ing] some people alone to bear public burdens which, in all fairness and justice, should be borne by the public as a whole." *Armstrong v. United States*, 364 U.S. 40, 49 (1960).

34. If the government "fails to meet the 'public use' requirement," then "that is the end of the inquiry," and "[n]o amount of compensation can authorize such action." *Lingle v. Chevron U.S.A. Inc.*, 544 U.S. 528 (2005). A government taking of property for a private use or purpose is categorically barred. As the United States Supreme Court has explained, "it has long been accepted that the sovereign" (i.e., the government) "may not take the property of A for the sole purpose of transferring it to B." *Kelo v. City of New London*, 545 U.S. 469, 477 (2005); *Calder v. Bull*, 3 U.S. 386 (1798) (holding that "[i]t is against

1 all reason and justice” to presume that the legislature has been entrusted with the power to enact “a law
2 that takes property from A and gives it to B”).

3 35. “Nor would the [government] be allowed to take property under the mere pretext of a public
4 purpose, when its actual purpose was to bestow a private benefit.” *Kelo*, 545 U.S. at 478 (emphasis added).
5 If a taking is designed simply “to benefit a particular class of identifiable individuals,” then the taking is
6 not for a “public use” consistent with the Public Use Clause, and is therefore unconstitutional. *Id.*
7 Significantly, takings with only an “incidental” public benefit “are forbidden by the Public Use Clause.”
8 *Id.* at 490 (Kennedy, J., concurring); *see also Loretto v. Teleprompter Manhattan Catv Corp.*, 458 U.S.
9 419 (1982) (holding that a “taking” under the Takings Clause occurs even when, under the authority of
10 law, “a stranger directly invades and occupies the owner’s property” and does not pass to or through the
11 government’s hands).

12 36. The Takings Clause applies to monetary confiscations that operate on an identified
13 property interest, as well. The United States Supreme Court’s seminal decision in *Koontz v. St. Johns*
14 *River Water Mngmt. Dist.*, 570 U.S. 595, 615 (2013) leaves no room for doubt that a government-
15 compelled financial obligation tied to the ownership of real property effects a *per se*, physical taking of
16 property under the Takings Clause. As the High Court explained, when “the demand for money . . .
17 operate[s] upon . . . an identified property interest by directing the owner of a particular piece of property
18 to make a monetary payment,” it results in a *per se* taking. *Koontz*, 570 U.S. at 613; *see also Horne v.*
19 *Dept. of Agriculture*, 576 U.S. 351, 357-58 (2015) (holding that the Takings Clause may protect against
20 confiscation of a sum of money). “[W]hen the government commands the relinquishment of funds linked
21 to a specific, identifiable property interest such as a bank account or parcel of real property, a ‘*per se*
22 [takings] approach’ is the proper mode of analysis under the Court’s precedent.” *Koontz*, 570 U.S. at 615
23 (internal citation omitted). It does not matter that the property at issue does not first pass through the
24 government’s hands. *Cedar Point Nursery Hassid*, 141 S. Ct. 2063 (2021) (holding that a California
25 regulation granting third parties—labor organizations—right to take access to an agricultural employer’s
26 property to support unionization constituted a *per se* physical taking).

27 37. A law can also effect a *regulatory* taking of property under the balancing test set forth in
28 *Penn Central Transp. Co. v. New York City*, 438 U.S. 104 (1978). Under *Penn Central*, courts weigh “(1)

1 the economic impact of the regulation on the claimant; (2) the extent to which the regulation has interfered
2 with distinct investment-backed expectations; and (3) the character of the governmental action.” *Murr v.*
3 *Wisconsin* 137 S. Ct. 1933 (2017). The “character” factor considers whether the regulation reflects a
4 “reciprocity of advantage” among affected individuals, whereby “[e]veryone loses [by the regulation] but
5 everyone gains.” Steven J. Eagle, *The Four-Factor Penn Central Regulatory Takings Test*, 118 Penn St.
6 L. Rev. 601, 615 (2014).

7 38. Here, the Relocation Payment Law results in a *per se* taking because it commands the
8 relinquishment of funds linked to a specific, identifiable property interest (the rental unit that the qualified
9 tenant has leased) for transfer to a third party (the tenant). The payment is calculated based on the value
10 of the tenant’s leasehold interest—i.e., three month’s rent. And the payment is mandated precisely because
11 of the owner’s disposition of his specific, identifiable real property. The link between the relocation
12 payment mandate and a specific, identifiable property interest is indisputable, so the mandate effects a *per*
13 *se* taking under *Koontz*. See, e.g., *Levin v. City & County of San Francisco*, 71 F. Supp. 3d 1072 (N.D.
14 Cal. 2014).

15 39. Specifically, Nogora suffered a *per se* taking, because the Relocation Payment Law
16 compelled her to transfer funds tied to the rental value of her leasehold interest to tenants who moved
17 from one unit in her duplex to another.

18 40. In the alternative, the Relocation Payment Law results in a regulatory taking under *Penn*
19 *Central*. The law requires an owner to convey to a departing tenant of all (for month-to-month to three-
20 month tenancies) or a significant part of a leasehold estate without compensation. No owner could
21 reasonably have expected to have to convey such a property interest, either in law or in any existing lease,
22 and the character of the mandate is such that it is entirely one-sided, benefitting one class of individuals
23 (tenants) at the total expense of another class (owners). There is no reciprocity of advantage, but only a
24 naked transfer of property rights from one group to another.

25 41. For example, Ms. Patiño had to make a \$7,800 out-of-pocket payment to tenants—a
26 substantial economic impact on her personal finances and her small rental housing business, which as a
27 small landlord she is trying to keep afloat. Because she was renting her unit on a month-to-month basis,
28 that translates into her having to convey her leasehold estate—three times over—without payment of

1 compensation. And the requirement grossly interfered with her distinct investment-backed expectations.
 2 Her lease did not provide for such a conveyance. Moreover, she acquired the rental and leased it to the
 3 tenants on the reasonable expectation that the government would not compel her to subsidize those
 4 tenants' relocation costs—even to move next door.

5 42. Whether a *per se* or regulatory taking, the relocation payment requirement violates the
 6 Public Use and Just Compensation Clauses and therefore is unconstitutional. As for the Public Use Clause,
 7 the City requires the payment of money from one relatively small class of private parties (rental housing
 8 owners) to “a particular class of identifiable individuals” (tenants). *Kelo*, 545 U.S. at 478. The relocation
 9 payment mandate undisputedly benefits that particular class of identifiable individuals. It allows members
 10 of that class to use the funds for any private purpose; the general public has no use or purpose for the
 11 funds. Indeed, the mandate operates without any claim to or evidence of a clear public benefit, and even
 12 an incidental public benefit would be legally insufficient to render the requirement consistent with the
 13 Public Use Clause. The requirement mandates a purely private taking for a private use—it “tak[es] the
 14 property of A for the sole purpose of transferring it to B”—and therefore violates the Public Use Clause.
 15 *Kelo*, 545 U.S. at 478.

16 43. The Relocation Payment Law also violates the Just Compensation Clause. The law contains
 17 no mechanism for compensating or otherwise mitigating for the mandate's financial impacts on rental
 18 housing owners, like Nogora. Absent such a mechanism for compensation or mitigation, the relocation
 19 payment mandate cannot stand for the independent reason that it violates the Just Compensation Clause.

20 **THIRD CLAIM**

21 **Facial and As-Applied Violation of the Unconstitutional Conditions Doctrine** 22 **(U.S. Const. amends. V, XIV; 42 U.S.C. § 1983)** **(By All Plaintiffs Against All Defendants)**

23 44. Plaintiffs incorporate herein by reference each and every allegation contained in the
 24 preceding paragraphs of this Complaint as though fully set forth herein.

25 45. The Relocation Payment Law violates the federal “unconstitutional conditions” doctrine,
 26 as applied in the context of the Takings Clause.

27 46. Under that doctrine, the government may not condition an individual's rights on the
 28 relinquishment of property unless the government establishes an “essential nexus” and “rough

1 proportionality” between “the property that the government demands and the social costs of” exercising
2 those rights. *Koontz*, 570 U.S. at 605-06; *see also Nollan*, 483 U.S. at 837 (requiring an “essential nexus”
3 between the public impacts on beach access directly caused by a landowner’s proposed use of his property,
4 and the government’s demand for an easement); *Dolan*, 512 U.S. at 386 (requiring “rough proportionality”
5 between the public impacts of a landowner’s proposed use of his land and the government’s demand for
6 an easement). If the government’s demand for property fails either the nexus or rough-proportionality test,
7 it is an unconstitutional taking of private property—or, in the words of the Supreme Court, an “out-and-
8 out plan of extortion.” *Nollan*, 483 U.S. at 837.

9 47. Conditioning the right to lawfully repossess property on the relinquishment of funds linked
10 to an identifiable property interest—here, relocation monies tied to a leasehold—bears no “essential
11 nexus” to any public impacts caused by the owner. That makes the condition unconstitutional.

12 48. First, an owner’s decision to repossess his property from a tenant does not inflict on the
13 tenant any costs that are not otherwise inherent in a leasehold. Having to one day move out of a rental and
14 pay relocation costs is part and parcel of the limited duration of a leasehold, as contemplated by every
15 rental agreement, and results from the decision to lease a home in the first place. *Avalon Pacific—Santa*
16 *Ana, L.P. v. HD Supply Repair & Remodel, LLC*, 192 Cal. App. 4th 1183, 1190 (2011) (discussing
17 definition of a leasehold, which conveys a possessory interest in property “during the term of the lease”).
18 While an owner’s lawful repossession may affect the *timing* of a tenant’s relocation expenditures, it is not
19 the *cause* of such expenditures. *Levin*, 71 F. Supp. 3d at 1084-85 (finding that a variety of complex factors
20 determines the conditions of the rental housing market and its effects on tenants); *Coyne v. City & County*
21 *of San Francisco*, 9 Cal. App. 5th 1215, 1230 (2017) (finding that “spiraling rents had no relationship to
22 the adverse impacts caused by a landlord’s decision to exit the rental market”).

23 49. Second, even if it were fair to characterize lawful repossession of a unit as an owner causing
24 adverse impacts on a tenant, those impacts would be private, not public. The government is entitled only
25 to mitigate against “public impacts” caused by a property’s use or disposition. *San Remo Hotel v. City &*
26 *County of San Francisco*, 27 Cal. 4th 643, 671 (2002) (emphasis added). It is not entitled to mitigate
27 against purely private ones.

28 50. Finally, the relocation payment requirement fails to establish rough proportionality

1 between the mandated payment and even the private impact caused to tenants from repossession. *Dolan*,
 2 512 U.S. 391 (holding that the burden is on the government to prove rough proportionality). That is
 3 because the required payment is based, not on actual relocation costs, but on an arbitrary number: “3.0
 4 months of the rent that was in effect when the owner issued the notice to terminate the tenancy.” *See*
 5 Resolution No. 20-084, § 3. KMA produced a nexus study commissioned by the City, but even the study
 6 failed to establish a roughly proportional relocation payment tethered to actual relocation costs. For
 7 example, the study included the security deposit that a tenant must make for future housing, even though
 8 that is not a “relocation” cost as section 1950.5 of the California Civil Code makes clear that all tenants
 9 are entitled to receive their security deposit returned promptly upon vacating with limited exceptions. *See*
 10 also *Granberry v. Islay Investments* (1995) 9 Cal.4th 738, 746 (finding that “section 1950.5, subdivision
 11 (f), was enacted to ensure the speedy return of security deposits...and to prevent improper retention of
 12 such deposits”). In any event, even if the study were accurate, the City disregarded it and instead pulled a
 13 relocation payment number out of thin air because the study recommended too low a relocation payment.
 14 The City’s relocation payment requirement falls far short of meeting the “rough proportionality” test.

15 51. As applied to Nogora, the Relocation Payment Law compelled its owner, Ms. Patiño, to
 16 transfer three times the monthly rent, or \$7,800, to tenants for the right of repossessing her property and
 17 moving them next door. This, despite the fact that the tenants incurred no relocation costs. The obligation
 18 bore no nexus or rough proportionality to any public or even private impacts of the repossession of her
 19 property.

20 52. For these reasons, the Relocation Payment Law fails the “nexus” and “rough
 21 proportionality” tests of *Nollan* and *Dolan*, and therefore violates the unconstitutional conditions doctrine.

22 **FOURTH CLAIM**

23 **Facial and As-Applied Violation of the Fourth Amendment (Unlawful Seizure)** 24 **(U.S. Const. amends. IV, XIV; 42 U.S.C. § 1983)** **(By All Plaintiffs Against All Defendants)**

25 53. Plaintiffs incorporate herein by reference each and every allegation contained in the
 26 preceding paragraphs of this Complaint as though fully set forth herein.

27 54. The Fourth Amendment, which bars unlawful seizures of property, applies in the civil
 28 context.

purportedly *underestimated* relocation costs. And, instead of trying to remedy the purported deficiency by commissioning a new nexus study, the city simply pulled a relocation payment number out of thin air: three times a displaced tenant's monthly rent. The number was not based on the study or any other evidence; rather, it was an arbitrary and capricious decision that led to a resolution establishing the relocation payment at 3 times the monthly rent.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs request relief as follows:

As to the First, Second, Third, and Fourth Claims:

1. A declaratory judgment that the Relocation Payment Law is null and void, and of no effect, because it deprives rental housing owners, including Plaintiff Nogora, of the rights, privileges, and immunities secured by the United States Constitution, as follows:

- a. It violates the Contracts Clause of Article I, section 10, clause 1, of the United States Constitution.
- b. It effects an unconstitutional taking of private property, in violation of the Fifth and Fourteenth Amendments to the United States Constitution.
- c. It effects an unconstitutional condition under the Takings Clause.
- d. It effects an unconstitutional seizure under the Fourth Amendment.

2. A temporary, preliminary, and permanent injunction enjoining Defendants, and all those in active concert or participation with them, from implementing or enforcing the Relocation Payment Law, or any substantially similar relocation payment requirement adopted, including against Plaintiff Nogora.

3. Compensation and related damages Plaintiff Nogora in an amount to be determined at trial.

4. Nominal damages to Plaintiffs, including Plaintiff Nogora, for violation of federal constitutional rights.

As to the Fifth Claim:

5. A writ of mandamus ordering the City to rescind its resolution setting the relocation payment amount of three times the monthly rent.

As to all Claims:

6. Plaintiffs' reasonable attorneys' fees and costs incurred in this action pursuant to, *inter*

1 *alia*, 42 U.S.C. section 1988.

2 7. Any and all other relief to Plaintiffs as the Court may deem proper and just.

3 DATED: February 25, 2022

s/ Paul Beard II

4 Attorneys for Plaintiffs THE SANTA BARBARA
5 APARTMENT ASSOCIATION dba SANTA BARBARA
6 RENTAL PROPERTY ASSOCIATION and NOGORA,
7 LLC
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ORDINANCE NO. 5979

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
SANTA BARBARA AMENDING THE SANTA BARBARA
MUNICIPAL CODE BY THE ADDITION OF CHAPTER 26.50
PERTAINING TO JUST CAUSE FOR RESIDENTIAL
EVICTIONS

THE CITY COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS
FOLLOWS:

SECTION 1. Findings and Determinations. The City Council finds and determines
as follows:

- A. Safe, decent, and sanitary housing is a human necessity and right.
- B. The City Council reaffirms its General Plan Housing Element goal, first stated in 2005, of “ensuring affordable housing opportunities for all economic levels in the community, while protecting the character of established neighborhoods.” (2015 Housing Element, p.57.) The City Council also recognizes that providing a wide range of housing options is important to maintain an economically viable and socially diverse population, and to retain and house the City’s local workforce. The City’s General Plan Housing Element identifies renter-occupied housing units as comprising nearly 60% of the housing available in the City. (2015 Housing Element, p.26.) The Housing Element also documents that given local housing costs, nearly 44% of all households and almost 50% of renters are overpaying for housing. (2015 Housing Element, p.50.) Both the total percentage of City renters and the percentage of renters overpaying for housing are higher than statewide averages. Therefore, the City Council desires to establish reasonable protections for City residents living in rental housing that recognize the important role that rental housing plays in the provision of affordable housing.
- C. The Tenant Protection Act of 2019 (Stats. 2019, ch. 597; “AB 1482”) established statewide just cause eviction and relocation assistance protections for residential tenants, but also authorized cities to enact more protective local regulations which supersede state law.
- D. The regulations enacted by this Ordinance are more protective than the provisions of Civil Code Section 1946.2. The City Council makes this binding finding because this Ordinance provides higher relocation assistance amounts than state law. In addition, this Ordinance provides additional tenant protections by making permanent the temporary protections provided under AB 1482, which would otherwise sunset in 2030.

SECTION 2. Title 26 of the Santa Barbara Municipal Code is amended by the addition of Chapter 26.50 to read as follows:

Chapter 26.50
Just Cause for Residential Evictions

Section 26.50.010 Just Cause for Residential Evictions.

Section 26.50.020 Relocation Assistance Payments for No-Fault Just Cause Evictions.

Section 26.50.030 Applicability.

Section 26.50.040 Just Cause Eviction Notice Requirements.

Section 26.50.050 Relocation Assistance Payment Requirements.

Section 26.50.060 Remedies.

Section 26.50.070 Definitions.

26.50.010 Just Cause for Residential Evictions.

A. The owner of a rental unit shall not terminate the tenancy of a qualified tenant without just cause stated in full in the termination notice.

B. Just cause includes at-fault just cause or no-fault just cause as defined in Section 26.50.070.

26.50.020 Relocation Assistance Payments for No-Fault Just Cause Evictions.

A. The owner of a rental unit who issues a termination notice based upon no-fault just cause shall make a relocation assistance payment to each qualified tenant in an amount established by resolution of the City Council, or one month's rent plus one dollar, whichever is greater.

B. When more than one qualified tenant occupies a rental unit, the owner shall divide the relocation assistance payment equally among the qualified tenants and make the divided relocation assistance payment to each qualified tenant.

C. Any relocation assistance or rent waiver required by state law shall be credited against the relocation assistance payment required by this Chapter, but only to the extent such credit is required by state law.

26.50.030 Applicability.

This Chapter applies to all rental units except:

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

B. 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 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 State Department of Social Services.

C. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

D. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the rental unit.

E. 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.

F. 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.

G. Housing that has been issued a certificate of occupancy within the previous 15 years.

H. A 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.
2. a. The tenants have been provided written notice that the residential property is exempt from this section using the following statement:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by 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."

b. For a tenancy existing before the effective date of this Chapter, the notice required under subparagraph a. may, but is not required to, be provided in the rental agreement.

c. For any tenancy commenced or renewed on or after the effective date of this Chapter, the notice required under subparagraph a. must be provided in the rental agreement.

d. Addition of a provision containing the notice required under subparagraph a. to any new or renewed rental agreement or fixed-term lease constitutes similar other terms for the purposes of Section 26.50.070 A.1.e.

I. 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 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 Health and Safety Code or comparable federal statutes.

26.50.040 Just Cause Eviction Notice Requirements.

A. The written notice to terminate tenancy shall state in full the facts and circumstances constituting the at-fault just cause or no-fault just cause for termination.

B. A written notice to terminate tenancy based upon no-fault just cause shall be accompanied by a supplemental notice informing each qualified tenant of their right to and the amount of a relocation assistance payment required by this Chapter.

C. Before the owner of a rental unit issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to each qualified tenant with 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.

26.50.050 Relocation Assistance Payment Requirements.

A. The owner of a rental unit who issues a termination notice based upon no-fault just cause shall make the relocation assistance payment required by this Chapter to each qualified tenant within 15 calendar days after service of the notice.

B. The owner of a rental unit who issues an early tenant alert notice may elect to make one-half of the relocation assistance payment required by this Chapter to each qualified tenant within 15 days after service of the Section 26.50.050 A. notice, and the remaining one-half of the relocation assistance payment to each qualified tenant no later than the time that qualified tenant surrenders possession of the rental unit.

C. If a qualified tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance paid to the qualified tenant shall be recoverable as damages from that qualified tenant.

D. A qualified tenant is not entitled to relocation assistance if any government agency or court determines that the tenant is at fault for the condition or conditions triggering an eviction order or need to vacate under Section 26.50.070 B. 2. c.

26.50.060 Remedies.

A. Failure to provide each of the notices required by this Chapter shall be a defense to any unlawful detainer action.

B. Failure to include all required information in the notices required by this Chapter shall be a defense to any unlawful detainer action.

C. Failure to make a relocation assistance payment in a timely manner shall be a defense to any unlawful detainer action.

D. Any violation of this Chapter shall entitle the aggrieved tenant to actual damages according to proof and costs and attorney's fees.

E. The City Attorney is authorized to enforce this Chapter through administrative, civil, or criminal action. The City Attorney is further authorized to bring actions for injunctive relief on behalf of the city. The City Attorney shall seek recovery of costs, expenses, and attorney's fees as allowed by law.

26.50.070 Definitions.

As used in this Chapter, the following terms have the meanings set forth in this Section:

A. **Early Tenant Alert Notice** means an additional written notice of no-fault just cause termination of a tenancy provided at least 60 days before the notice of termination required by Section 26.50.040 A.

- B. **Just cause** means at-fault just cause and no-fault just cause, as follows:
1. **At-fault just cause**, which is any of the following:
 - a. Default in the payment of rent.
 - b. A breach of a 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.
 - c. 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.
 - d. Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
 - e. The tenant had a written lease that terminated on or after the effective date of this Chapter, and after a written offer from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of the same duration and with similar other terms, provided that those terms do not violate this Chapter or any other provision of law.
 - f. Criminal activity by the tenant on the rental unit, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the rental unit, that is directed at any owner or agent of the owner of the rental unit; provided that criminal activity or criminal threat directed at a tenant who is a victim of domestic violence shall not be the basis for at-fault or no-fault just cause eviction of the tenant who is a victim of domestic violence.
 - g. 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.
 - h. The tenant's refusal to allow the owner to enter the rental unit as authorized by Sections 1101.5 and 1954 of the Civil Code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.
 - i. Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
 - j. 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.
 - k. When the tenant fails to deliver possession of the rental unit after providing the owner written notice as provided in 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 paragraph (5) of Section 1161 of the Code of Civil Procedure.
 2. **No-fault just cause** is any of the following:
 - a. Intent to occupy the rental unit by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents if a provision of the lease allows the owner to terminate the lease when the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the rental unit.
 - b. Withdrawal of the rental unit from the rental market.
 - c. The owner complying with any of the following:

i. An order issued by a government agency or court relating to habitability that necessitates vacating the rental unit.

ii. An order issued by a government agency or court to vacate the rental unit.

iii. A local ordinance that necessitates vacating the rental unit.

d. Intent to totally demolish or to substantially remodel the rental unit.

C. **Owner** means owner as defined in Civil Code Section 1954.51.

D. **Qualified tenant** means a tenant who has continuously and lawfully occupied a rental unit for 12 months.

E. **Rent** means the total consideration charged or received by an owner in exchange for the use or occupancy of a rental unit.

F. **Rental unit** means any unit in any real property, regardless of zoning status, including the land appurtenant thereto, that is rented or available for rent for residential use or occupancy (regardless of whether the unit is also used for other purposes), 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.

G. **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 rental unit for at least 30 days. Substantial remodeling does not include cosmetic improvements, including painting and decorating, minor repairs, routine maintenance, or other work that can be performed safely without having the rental unit vacated.

H. **Tenant** means any renter, tenant, subtenant, lessee, or sublessee, or person entitled by written or oral agreement to occupy a rental unit, or any successor of any of the foregoing.

SECTION 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter or any part hereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Chapter or any part hereof. The City Council declares that it would have passed each section, subsection, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one (1) or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional.

SECTION 4. The City Council finds that, on the basis of the whole record and exercising its independent judgment, this Ordinance is not subject to environmental review pursuant to the State Guidelines for Implementation of the California

Environmental Quality Act Sections 15060(c)(3) pertaining to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and that are not defined as a project under Section 15378. This Ordinance has no potential for resulting in physical change to the environment directly or indirectly in that it merely regulates existing physical development.

ORDINANCE NO. 5979

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA) ss.
)
CITY OF SANTA BARBARA)

I HEREBY CERTIFY that the foregoing ordinance was introduced November 17, 2020 and adopted by the Council of the City of Santa Barbara at a meeting held on December 8, 2020, by the following roll call vote:

AYES: Councilmembers Oscar Gutierrez, Meagan Harmon, Kristen W. Sneddon; Mayor Cathy Murillo

NOES: Councilmembers Eric Friedman, Alejandra Gutierrez, Mike Jordan

ABSENT: None

ABSTENTIONS: None

IN WITNESS WHEREOF, I have hereto set my hand and affixed the official seal of the City of Santa Barbara on December 9, 2020.



Sarah P. Gorman, CMC
City Clerk Services Manager

I HEREBY APPROVE the foregoing ordinance on December 9, 2020.



Cathy Murillo
Mayor

RESOLUTION NO. 20-084

A RESOLUTION OF THE COUNCIL OF THE CITY OF
SANTA BARBARA ESTABLISHING RELOCATION
ASSISTANCE PAYMENT AMOUNTS FOR NO-FAULT JUST
CAUSE EVICTIONS PURSUANT TO SANTA BARBARA
MUNICIPAL CODE CHAPTER 26.50 AND RESCINDING
RESOLUTION NO. 20-082

WHEREAS, the Tenant Protection Act of 2019 (Stats. 2019, ch. 597; "AB 1482") establishes statewide just cause eviction and relocation assistance protections for residential tenants, but also authorizes cities to enact more protective local regulations that supersede state law; and

WHEREAS, the City Council has adopted Chapter 26.50 of the Santa Barbara Municipal Code to enact more protective local regulations which include, among other things, higher relocation assistance amounts for the no-fault eviction of a tenant than are provided under state law; and

WHEREAS, the City retained Keyser Marston Associates, Inc. ("KMA") to prepare a study to determine the appropriate amounts of relocation assistance; and

WHEREAS, the KMA study establishes relocation assistance amounts that are reasonably related to the direct financial impact upon tenants caused by no-fault evictions; and

WHEREAS, the City Council has reviewed and considered the KMA study, as well as the supplemental testimony and evidence presented during the Ordinance Committee and City Council deliberations. Upon that basis, the City Council finds and determines that:

- Three months of relocation assistance represents a reasonable approximation of the lowest possible relocation expenses for a Santa Barbara tenant who is forced to relocate as a result of no-fault eviction; and
- The KMA study did not include a market study of the rent differentials between contract rents and actual market rents, however, numerous property owners, the Santa Barbara Rental Property Association and others credibly testified before the Ordinance Committee and City Council, and the City Council finds and determines, that typical contract rents in Santa Barbara are substantially below market rents, particularly as a result of so-

called “mom and pop” landlords who manage small rental properties which comprise the majority of rental units in Santa Barbara, and other landlords who offer below-market rents; and

- As a result of this differential, the City Council finds and determines that the KMA study substantially understates the full cost of forced relocation as a result of no-fault eviction, and that three months’ rent equivalent in relocation assistance represents a reasonable estimate of the lowest possible relocation expenses for qualified tenants in Santa Barbara; and
- The City Council finds and determines that it is in the public interest to direct an ongoing study of the effects of AB 1482 rent control upon the Santa Barbara rental market, focusing particularly upon the growth of differentials between contract rents and market rents in a regulated market.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SANTA BARBARA THAT:

SECTION 1. The City Council accepts and adopts the City of Santa Barbara Relocation Assistance Study dated April 8, 2020, prepared Keyser Marston Associates, Inc., on file with the City Clerk.

SECTION 2. Based on the Relocation Assistance Study and the testimony and evidence presented to the Ordinance Committee and City Council, the City Council finds and determines that the relocation assistance amounts established by this Resolution are reasonably related to the direct financial impact upon tenants caused by no-fault evictions.

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SECTION 3. The following relocation payment assistance amounts are established for no-fault evictions pursuant to Santa Barbara Municipal Code Section 26.50.020.

Relocation Assistance Payments	
	All Rental Unit Sizes
Qualified Tenant	An amount equal to 3.0 months of the rent that was in effect when the owner issued the notice to terminate the tenancy

SECTION 4. The City Administrator and the City Attorney are directed to prepare and present an annual status report on the effects of AB 1482 rent control upon the Santa Barbara rental market, focusing particularly upon the growth of differentials between contract rents and market rents in a regulated market.

SECTION 5. Resolution No. 20-082 is rescinded.

RESOLUTION NO. 20-084

STATE OF CALIFORNIA)
)
COUNTY OF SANTA BARBARA) ss.
)
CITY OF SANTA BARBARA)

I HEREBY CERTIFY that the foregoing resolution was adopted by the Council of the City of Santa Barbara at a meeting held on December 8, 2020, by the following roll call vote:

AYES: Councilmembers Oscar Gutierrez, Meagan Harmon, Kristen W. Sneddon; Mayor Cathy Murillo

NOES: Councilmembers Eric Friedman, Alejandra Gutierrez, Mike Jordan

ABSENT: None

ABSTENTIONS: None

IN WITNESS WHEREOF, I have hereto set my hand and affixed the official seal of the City of Santa Barbara on December 9, 2020.



Sarah P. Gorman, CMC
City Clerk Services Manager



I HEREBY APPROVE the foregoing resolution on December 9, 2020.



Cathy Murillo
Mayor



KEYSER MARSTON ASSOCIATES™

**CITY OF SANTA BARBARA
RELOCATION ASSISTANCE STUDY**

Prepared by:

Keyser Marston Associates, Inc.

April 8, 2020

EXECUTIVE SUMMARY

In Fall 2019, the California legislature enacted AB 1482 (Civ. Code § 1946.2(b)), which requires that a landlord provide relocation assistance to a tenant following a no-fault, just cause eviction. This relocation assistance must come in either the form of a direct payment of one month's rent to the tenant, or a waiver of rent payment for the final month of tenancy. The primary purpose of such relocation assistance is to minimize the financial impacts associated with the displacement of tenants and their families.

In addition, AB 1482 allows for a local jurisdiction to adopt its own relocation assistance provisions for no-fault evictions provided that they are more protective of tenants than the provisions enacted under the legislation. As such, the City of Santa Barbara (City) is considering enacting relocation assistance amounts that would be higher than the amounts required by AB 1482. AB 1482 also requires that the state-mandated one-month's relocation assistance for no-fault evictions be credited against any local requirement.

To that end, the City has engaged Keyser Marston Associates, Inc. (KMA) to prepare an analysis of typical relocation expenses incurred by residential tenants of no-fault evictions. These expenses include moving costs, short-term storage costs, increased security deposit costs, apartment application fees and utility initiation fees. Typically, tenants will have to pay a portion of these expenses in advance of their actual move date. The following report and the attached appendices present the analysis of tenant relocation expenses. The findings of the analysis may be used to establish relocation assistance payment requirements that are proportionate to costs experienced by tenants displaced in a no-fault eviction.

METHODOLOGY

The financial burden associated with relocating from one rental unit to another varies greatly. Factors that may impact the financial cost include: the size of the residential unit; the distance that the household will move; and the amount of physical assistance required by the tenant to pack and load belongings. In order to account for a range in unit sizes, KMA estimated the costs of moving for various unit sizes – studios, one-bedroom units, two-bedroom units, and three-bedroom units. KMA utilized the average unit sizes for each bedroom type within the City as published in the Dyer Sheehan Group, Inc. March 2019 South Coast Apartment Market Survey (DSG Market Survey).

The unit sizes used in this analysis are as follows:

TABLE 1.1

Unit Sizes by Bedroom Type				
	Studio	1-Bedroom	2-Bedroom	3-Bedroom
Unit Size (SF)	500	600	1,000	1,500

KMA analyzed relocation costs under three scenarios regarding where displaced tenants relocate:

1. To another apartment within the City;
2. Within the “South Coast” region, defined as the area from Goleta to Carpinteria; and
3. Outside of the South Coast region, defined as the area from Santa Maria to Lompoc to Oxnard/Ventura.

In addition to the factors outlined above, there are a range of expenses that may be required of a tenant when relocating. The following is a list of the relocation expenses included in this analysis:

1. Moving expenses, including:
 - a. Packing; and
 - b. Loading / unloading;
2. Payment of new security deposits;
3. Apartment application fees; and
4. Utility fees for initiation of service.

Some households will experience greater relocation costs due to age, disabilities, or presence of young children. Accordingly, KMA provides separate estimates of moving costs for the general population and households with special needs that require additional assistance with the packing and moving process. The following table summarizes the results of the KMA analysis:

TABLE 1.2

Estimated Relocation Expenses				
	Studio	1-Bedroom	2-Bedroom	3-Bedroom
Within the City				
Relocation Expenses – General Population	\$2,365	\$2,700	\$4,583	\$7,125
Relocation Expenses – Special Needs Tenants	\$2,571	\$2,921	\$5,468	\$8,460
Within the South Coast Region				
Relocation Expenses – General Population	\$2,328	\$2,866	\$4,564	\$6,430
Relocation Expenses – Special Needs Tenants	\$2,534	\$3,087	\$5,449	\$7,765
Outside the South Coast Region				
Relocation Expenses – General Population	\$2,698	\$3,236	\$5,007	\$7,023
Relocation Expenses – Special Needs Tenants	\$2,904	\$3,457	\$5,892	\$8,358

The analysis addresses only the direct financial cost experienced by the displaced tenant and does not take into account non-financial burdens including time spent searching for and securing a new apartment or the severance of the household's ties to their community.

The data and findings from this analysis are presented in the following sections.

RELOCATION EXPENSE ESTIMATES

The following is a summary of KMA's relocation expense findings organized by expense category. Moving costs are estimated for three geographic areas within which tenants may potentially relocate. Supporting data tables are provided in Appendices A through D.

MOVING COSTS

KMA conducted interviews with five local moving companies to estimate typical moving costs. Each moving company utilizes an hourly rate cost structure to provide moving services. As such, moving situations which require a greater number of movers or require more hours (larger units), will cost more than moving situations which require fewer movers or fewer hours (smaller units).

Each moving company was asked to provide the typical number of hours it takes to move units of the size and bedroom type provided by KMA. The moving times provided to KMA included packing time, loading time and unloading time. Each moving company provided KMA with a range of hours. Furthermore, each moving company charges by the hour for driving time. KMA estimated the round-trip driving times for each of the regions analyzed based on driving time information provided by Google Maps. The driving times used in this analysis are at the high end of possible ranges to allow for moving situations that may occur during commute hours.

Based on the information outlined above, KMA estimated the typical move time, including packing time, driving time, and loading/unloading time, for in-City moves and longer distance moves. Estimates are adjusted for unit size to account for the greater time needed to move larger volumes of household belongings. Utilizing this data, KMA estimates the average cost for each type of moving scenario as follows:

TABLE 2.1

Estimated Moving Expenses ¹				
	Studio	1-Bedroom	2-Bedroom	3-Bedroom
Within the City	\$868	\$883	\$1,766	\$2,576
Within the South Coast Region	\$942	\$957	\$1,854	\$2,694
Outside the South Coast Region	\$1,312	\$1,327	\$2,297	\$3,287

¹ Moving costs are based on the average hourly estimates provided by the moving companies interviewed by KMA. See Appendix A for detailed estimates.

As shown in Table 2.1, KMA estimates that the average cost of moving from a rental unit located in the City to another rental unit in the City ranges from \$868 to \$2,576 depending on the unit size. Moving costs are based on an average driving time of ½ hour, in addition to typical packing, loading, and unloading times for each unit size.

Estimates for moves from the City to elsewhere within the South Coast Region assume round-trip driving time is increased to one hour, resulting in increased moving costs of \$942 for studio units to \$2,694 for three-bedroom units.

For moves from the City to outside the South Coast region, round-trip driving time is estimated at three and one-half hours, and results in an estimated moving expense of \$1,312 for studio units to \$3,287 for three-bedroom units.

SECURITY DEPOSIT COSTS

Each displaced tenant will likely need to provide a security deposit for their new rental unit. KMA interviewed six apartment complexes within the Santa Barbara region to ascertain the typical security deposit requirements. Based on these interviews, most apartment complexes require a security deposit equal to one month's rent. For the purposes of this analysis, KMA utilized the average market rents provided in the DSG Market Survey to set the security deposit amounts. The security deposits were estimated as follows:

TABLE 2.2

Estimated Security Deposit Amounts				
	Studio	1-Bedroom	2-Bedroom	3-Bedroom
Within the City	\$1,350	\$1,670	\$2,670	\$4,402
Outside the City ³	\$1,239	\$1,762	\$2,563	\$3,589

It is important to note that the security deposit amounts are less for locations outside the City, since the average market rents for these areas are less than the market rents for units located within the City. Tenants will generally need to fund a new security deposit prior to release of any prior security deposit for their current apartment and may not recover their prior security deposit at all if there is damage to the unit.

APARTMENT APPLICATION FEES

Displaced tenants will need to pay an application fee during the process of securing a new rental unit. As such, KMA interviewed six apartment complexes within the Santa Barbara region to ascertain the typical application fee requirements. Based on these interviews, the application fee is estimated at \$40 per adult tenant.⁴

³ The DSG Market Survey only provides average market rents for within the City and within the South Coast region. As such, KMA utilized the South Coast region market rents to estimate the security deposits both within the South Coast region as well as outside the South Coast region.

⁴ Although, many households may be comprised of more than one adult, KMA took the conservative approach and set the application fee based on one adult per unit regardless of the number of bedrooms. The application fee

UTILITY INITIATION FEES

KMA considered that tenants may need to pay utility initiation fees to set up utility service at the new rental unit. As such, KMA researched utility initiation fees for electricity, gas and cable/internet services. KMA contacted companies which provide these utility services to ascertain the typical initiation fees. The average utility initiation fees are summarized as follows:

TABLE 2.3

Estimated Utility Initiation Fees⁵	
	All Units
Electric Service	\$5
Gas Service	\$25
Cable/Internet Service	\$77
Total Utility Initiation Fees (Avg)	\$107

ADDITIONAL CONSIDERATIONS

SPECIAL NEEDS POPULATIONS

Special needs tenants including disabled, elderly, and families with children often face an increased burden when facing eviction. While an unexpected eviction presents financial challenges for any tenant, it is especially burdensome for tenants with reduced mobility due to age or disability. This increased burden is due to a greater need for moving assistance, particularly among elderly and disabled tenants, and a greater likelihood of household disruption and increased financial pressure that these households will experience as a result of relocation. Additionally, these households do not always have adequate savings or financial capacity to absorb the costs of a move. Families with children may face added challenges including securing affordable two or three-bedroom housing units as well as changing schools and/or school districts.

The increased impacts of displacement experienced by these tenant populations may justify higher relocation assistance payments. KMA utilized the average of the high end of each moving company's hourly range to ensure that higher service levels required by special needs households are covered by a relocation assistance payment. That is, the moving companies provided ranges for the length of time it typically takes to move the unit sizes provided by KMA. If a moving company provided KMA a range of four to eight hours to move a studio apartment. KMA utilized the eight hour estimate to arrive at the average moving time necessary for special needs households.

The following additional moving costs represent the difference between the moving cost estimates at the high end of the range found by KMA and the average estimates used previously in this analysis:

survey results can be found in Appendix B.

⁵ The utility initiation fee survey results can be found in Appendix C.

TABLE 3.1

Estimated Increased Moving Expenses for Special Needs Households				
	Studio	1-Bedroom	2-Bedroom	3-Bedroom
Moving Expense Premium	\$206	\$221	\$885	\$1,335

SHORT-TERM STORAGE COSTS

The City requested that KMA research the costs of short-term storage. As such, KMA interviewed five local storage companies to estimate the costs of this short-term storage. The short-term storage costs are based on the size of the storage unit and the fees are charged on a monthly basis. The storage companies provided monthly cost estimates based on the typical storage unit size that would be required for the bedroom types and sizes provided by KMA. As such, the average one-month storage costs are summarized as follows:

TABLE 3.2

Estimated Short-Term Storage Expenses				
	Studio	1-Bedroom	2-Bedroom	3-Bedroom
Storage Costs (One Month) ⁶	\$157	\$183	\$280	\$334

However, it is unlikely that all households will require short-term storage during the moving process. KMA researched the percentage of moving households that require short-term storage, but was not able to identify any data sources for these moving costs. Due to this constraint, KMA did not include short-term storage costs in the total relocation expense estimates.

RENT DIFFERENTIAL

The impacts of an eviction will vary significantly depending on the current rent of a tenant's existing unit compared to typical market rents of units that the tenant would need to move to. In addition, households that have lived in their rental unit for many years may be paying rents that are below the market average and will experience an increase as a result of moving to a new unit. This is especially true for rental units in jurisdictions that have established rent control ordinances, which typically lead to a differential with market rents, particularly for longer tenancies.

In many jurisdictions, this rent differential (current market rent vs. tenant's existing rent) is utilized in the determination of reasonable relocation assistance amounts. That is, some jurisdictions have quantified how much more rent tenants will be paying in their new apartments for a specified number of years, and incorporated this amount into the required relocation assistance amounts.

The City does not have a local rent control ordinance, and as such, property owners have been allowed

⁶ Storage costs are based on monthly average costs provided by the storage companies interviewed by KMA. See Appendix D for detailed estimates.

to increase rents of existing tenants with no annual caps. Thus, each property owner in the City has had the ability to escalate existing tenant rents at the same rate as market rents have been increasing. Although it is likely that some property owners have not increased rents at the same rate as the broader market, practices likely vary by owner. Absent a survey of all rental units in the City, there is no way to determine the average differential between contract rents and market rents for existing tenancies, if any. For this reason, KMA did not incorporate a rent differential estimate into the relocation cost estimates.

AB 1482 imposes statewide rent control limits which restrict annual rent increases to no more than 5% plus the percentage change in the cost of living, or 10%, whichever is lower. These rent controls went into effect in 2019 and have not been in place for a long enough period to create a differential between rents for existing tenancies and market rate rents for new tenancies. If market rents increase at a greater rate than allowed by AB 1482, it is possible that a rent differential between existing tenancies and new tenancies may be created over time; however, the differential would likely be subject to significant year to year fluctuation depending on trends in market rents relative to limits under AB 1482.

Total Relocation Expense Estimates

Based on the results of the preceding analysis, Tables 4.1 to 4.3 summarize the average relocation expense for each of the regions analyzed by KMA:

TABLE 4.1

Estimated Tenant Relocation Expenses Relocate Within the City				
	Studio	1-Bedroom	2-Bedroom	3-Bedroom
Moving Costs	\$868	\$883	\$1,766	\$2,576
Security Deposit (1-Month Rent)	\$1,350	\$1,670	\$2,670	\$4,402
Apartment Application Fee	\$40	\$40	\$40	\$40
Utility Initiation Fees	\$107	\$107	\$107	\$107
Total General Relocation Expenses	\$2,365	\$2,700	\$4,583	\$7,125
Added Expenses for Special Needs Tenants	\$206	\$221	\$885	\$1,335
Special Needs Relocation Expenses	\$2,571	\$2,921	\$5,468	\$8,460

TABLE 4.2

Estimated Tenant Relocation Expenses Relocate Within the South Coast Region				
	Studio	1-Bedroom	2-Bedroom	3-Bedroom
Moving Costs	\$942	\$957	\$1,854	\$2,694
Security Deposit (1-Month Rent)	\$1,239	\$1,762	\$2,563	\$3,589
Apartment Application Fee	\$40	\$40	\$40	\$40
Utility Initiation Fees	\$107	\$107	\$107	\$107
Total General Relocation Expenses	\$2,328	\$2,866	\$4,564	\$6,430
Added Expenses for Special Needs Tenants	\$206	\$221	\$885	\$1,335
Special Needs Relocation Expenses	\$2,534	\$3,087	\$5,449	\$7,765

TABLE 4.3

Estimated Tenant Relocation Expenses Relocate Outside the South Coast Region				
	Studio	1-Bedroom	2-Bedroom	3-Bedroom
Moving Costs	\$1,312	\$1,327	\$2,297	\$3,287
Security Deposit (1-Month Rent)	\$1,239	\$1,762	\$2,563	\$3,589
Apartment Application Fee	\$40	\$40	\$40	\$40
Utility Initiation Fees	\$107	\$107	\$107	\$107
Total General Relocation Expenses	\$2,698	\$3,236	\$5,007	\$7,023
Added Expenses for Special Needs Tenants	\$206	\$221	\$885	\$1,335
Special Needs Relocation Expenses	\$2,904	\$3,457	\$5,892	\$8,358

It is important to note that AB 1482 requires that the state-mandated one-month's relocation assistance for no-fault evictions be credit against any local requirement. As such, the relocation assistance amounts summarized above must be reduced by a tenant's actual one-month rent amount. The actual one-month rent amount will differ on a tenant-by-tenant basis.

Conclusions / Recommendations

The following summarizes the conclusions of the KMA analysis:

1. The relocation expense estimates range from a low of \$2,329 for studio units with general population tenants within the South Coast region to a high of \$8,460 for three-bedroom units with special needs tenants within the City. As costs to relocate outside of the City are within a similar range to costs of relocating within the City, for simplicity, the City may wish to establish relocation assistance requirements that reflect relocation within the City (Table 4.1).
2. KMA estimates that relocation assistance payments, dependent on unit size, could be increased between \$206 to \$1,355 for units with special needs tenants.
3. Jurisdictions will periodically increase relocation assistance amounts to reflect increasing rents and moving costs. A common method is to tie future adjustments to relocation assistance amounts to the percentage change in the Consumer Price Index (CPI).

APPENDICES A - D

**RELOCATION ASSISTANCE STUDY
SANTA BARBARA, CALIFORNIA**

MOVING EXPENSE SUMMARY
RELOCATION ASSISTANCE STUDY
SANTA BARBARA, CALIFORNIA

	Moving Company #1				Moving Company #2			
Number of Bedrooms	Studio	1-bedroom	2-bedroom	3-bedroom	Studio	1-bedroom	2-bedroom	3-bedroom
Unit Size (SF)	500	600	1,000	1,500	500	600	1,000	1,500
Number of Movers	2	2	2	3	2	2	3	4
Combined Hourly Rate	\$150	\$150	\$150	\$225	\$150	\$150	\$225	\$300
	Within the City				Within the City			
<u>Total Moving Times With Driving</u> ¹								
High Estimate	8.50	8.50	16.50	16.50	4.50	4.50	16.50	16.50
Average Estimate	6.50	6.50	10.50	10.50	3.50	3.50	10.50	10.50
<u>Total Cost Estimates</u>								
High Estimate	\$1,275	\$1,275	\$2,475	\$3,713	\$675	\$675	\$3,713	\$4,950
Average Estimate	\$975	\$975	\$1,575	\$2,363	\$525	\$525	\$2,363	\$3,150
	Within the South Coast Region				Within the South Coast Region			
<u>Total Moving Times With Driving</u> ²								
High Estimate	9.00	9.00	17.00	17.00	5.00	5.00	17.00	17.00
Average Estimate	7.00	7.00	11.00	11.00	4.00	4.00	11.00	11.00
<u>Total Cost Estimates</u>								
High Estimate	\$1,350	\$1,350	\$2,550	\$3,825	\$750	\$750	\$3,825	\$5,100
Average Estimate	\$1,050	\$1,050	\$1,650	\$2,475	\$600	\$600	\$2,475	\$3,300
	Outside the South Coast Region				Outside the South Coast Region			
<u>Total Moving Times With Driving</u> ³								
High Estimate	11.50	11.50	19.50	19.50	7.50	7.50	19.50	19.50
Average Estimate	9.50	9.50	13.50	13.50	6.50	6.50	13.50	13.50
<u>Total Cost Estimates</u>								
High Estimate	\$1,725	\$1,725	\$2,925	\$4,388	\$1,125	\$1,125	\$4,388	\$5,850
Average Estimate	\$1,425	\$1,425	\$2,025	\$3,038	\$975	\$975	\$3,038	\$4,050

¹ The following hours were added to the unloading/loading estimates to account for round trip driving between the City and the regions: 0.50 hours within the City; 1.00 hour within the South Coast Region; and 3.50 hours outside the South Coast Region.

² The "Within South Coast" Region encompasses Goleta to Carpinteria.

³ The "Outside South Coast" Region encompasses Santa Maria to Oxnard.

**MOVING EXPENSE SUMMARY
RELOCATION ASSISTANCE STUDY
SANTA BARBARA, CALIFORNIA**

	Moving Company #3				Moving Company #4			
	Studio	1-bedroom	2-bedroom	3-bedroom	Studio	1-bedroom	2-bedroom	3-bedroom
Number of Bedrooms								
Unit Size (SF)	500	600	1,000	1,500	500	600	1,000	1,500
Number of Movers	2	2	2	3	2	2	3	3
Combined Hourly Rate	\$150	\$150	\$150	\$225	\$140	\$140	\$210	\$210
	Within the City				Within the City			
<u>Total Moving Times With Driving</u> ¹								
High Estimate	8.50	8.50	16.50	16.50	10.50	10.50	16.50	16.50
Average Estimate	6.50	6.50	10.50	10.50	8.50	8.50	11.50	11.50
<u>Total Cost Estimates</u>								
High Estimate	\$1,275	\$1,275	\$2,475	\$3,713	\$1,470	\$1,470	\$3,465	\$3,465
Average Estimate	\$975	\$975	\$1,575	\$2,363	\$1,190	\$1,190	\$2,415	\$2,415
	Within the South Coast Region				Within the South Coast Region			
<u>Total Moving Times With Driving</u> ²								
High Estimate	9.00	9.00	17.00	17.00	11.00	11.00	17.00	17.00
Average Estimate	7.00	7.00	11.00	11.00	9.00	9.00	12.00	12.00
<u>Total Cost Estimates</u>								
High Estimate	\$1,350	\$1,350	\$2,550	\$3,825	\$1,540	\$1,540	\$3,570	\$3,570
Average Estimate	\$1,050	\$1,050	\$1,650	\$2,475	\$1,260	\$1,260	\$2,520	\$2,520
	Outside the South Coast Region				Outside the South Coast Region			
<u>Total Moving Times With Driving</u> ³								
High Estimate	11.50	11.50	19.50	19.50	13.50	13.50	19.50	19.50
Average Estimate	9.50	9.50	13.50	13.50	11.50	11.50	14.50	14.50
<u>Total Cost Estimates</u>								
High Estimate	\$1,725	\$1,725	\$2,925	\$4,388	\$1,890	\$1,890	\$4,095	\$4,095
Average Estimate	\$1,425	\$1,425	\$2,025	\$3,038	\$1,610	\$1,610	\$3,045	\$3,045

MOVING EXPENSE SUMMARY
RELOCATION ASSISTANCE STUDY
SANTA BARBARA, CALIFORNIA

	Moving Company #5				Average of All Companies			
Number of Bedrooms	Studio	1-bedroom	2-bedroom	3-bedroom	Studio	1-bedroom	2-bedroom	3-bedroom
Unit Size (SF)	500	600	1,000	1,500	500	600	1,000	1,500
Number of Movers	2	2	2	3	2.0	2.0	2.4	3.2
Combined Hourly Rate	\$150	\$150	\$150	\$225	\$148	\$148	\$177	\$237
	Within the City				Within the City			
<u>Total Moving Times With Driving</u> ¹								
High Estimate	4.50	5.50	7.50	16.50	7.30	7.50	14.70	16.50
Average Estimate	4.50	5.00	6.00	11.50	5.90	6.00	9.80	10.90
<u>Total Cost Estimates</u>								
High Estimate	\$675	\$825	\$1,125	\$3,713	\$1,074	\$1,104	\$2,651	\$3,911
Average Estimate	\$675	\$750	\$900	\$2,588	\$868	\$883	\$1,766	\$2,576
	Within the South Coast Region				Within the South Coast Region			
<u>Total Moving Times With Driving</u> ²								
High Estimate	5.00	6.00	8.00	17.00	7.80	8.00	15.20	17.00
Average Estimate	5.00	5.50	6.50	12.00	6.40	6.50	10.30	11.40
<u>Total Cost Estimates</u>								
High Estimate	\$750	\$900	\$1,200	\$3,825	\$1,148	\$1,178	\$2,739	\$4,029
Average Estimate	\$750	\$825	\$975	\$2,700	\$942	\$957	\$1,854	\$2,694
	Outside the South Coast Region				Outside the South Coast Region			
<u>Total Moving Times With Driving</u> ³								
High Estimate	7.50	8.50	10.50	19.50	10.30	10.50	17.70	19.50
Average Estimate	7.50	8.00	9.00	14.50	8.90	9.00	12.80	13.90
<u>Total Cost Estimates</u>								
High Estimate	\$1,125	\$1,275	\$1,575	\$4,388	\$1,518	\$1,548	\$3,182	\$4,622
Average Estimate	\$1,125	\$1,200	\$1,350	\$3,263	\$1,312	\$1,327	\$2,297	\$3,287

APPENDIX B
**NEW APARTMENT COST SUMMARY
 RELOCATION ASSISTANCE STUDY
 SANTA BARBARA, CALIFORNIA**

	<u>Apartment #1</u>	<u>Apartment #2</u>	<u>Apartment #3</u>	<u>Apartment #4</u>	<u>Apartment #5</u>	<u>Apartment #6</u>	<u>Average</u>
Total Number of Units	90	28	90	75	74	49	\$40
Application Fee (Per Person)	\$45	\$30	\$35	\$51	\$40	\$40	
<u>Security Deposit</u>							
Number of Months Rent	1	2	1	NA	NA	NA	

UTILITY SETUP FEE SUMMARY
 RELOCATION ASSISTANCE STUDY
 SANTA BARBARA, CALIFORNIA

	<u>Electric</u>	<u>Gas</u>	<u>Cable/Internet:</u>	
	<u>Southern California Edison</u>	<u>Southern California Gas</u>	<u>Company #1</u>	<u>Company #2</u>
Setup Fee	\$5	\$25	\$50	\$75
<u>Additional Fees</u>				
Transfer Fee			\$10	
Personal Installation				\$20
		Total	\$60	\$95
		Average	\$77	

Notes:

**May have additional deposit
based on credit*

**May have additional deposit
based on credit*

APPENDIX D
STORAGE COMPANY SUMMARY
RELOCATION ASSISTANCE STUDY
SANTA BARBARA, CALIFORNIA

		<u>Storage Company #1</u>	<u>Storage Company #2</u>	<u>Storage Company #3</u>	<u>Storage Company #4</u>	<u>Storage Company #5</u>	<u>Averages</u>
		<u>One Time Setup Fee</u>					
		\$0	\$25	\$0	\$22	N/A	
		<u>Monthly Storage Rates</u>					
<u>Bedroom Type</u>	<u>Unit Size (SF)</u>	\$223	\$186	\$219	\$74	\$85	
Studio	500	\$218	\$238	\$219	\$105	\$135	
1-bedroom	600	\$350	\$320	\$249	\$202	N/A	
2-bedroom	1000	\$375	\$377	\$345	\$239	N/A	
3-bedroom	1500						

**Discounts available
for units on second
floor*