

FAQ: Tenant Protection Act

(TPA/1482)

This document is intended only as general guidance to the applicable laws as of September 2024. For specific, current advice always consult your attorney.

SANTA BARBARA COUNTY: Effective
August 1, 2024 for Units Subject to Rent
Control Under TPA/1482

NEW CPI = 3.8%
NEW RENT CAP = 8.8%





TENANT PROTECTION ACT (TPA/1482) FAQ

ANNUAL RENT INCREASE LIMITATIONS ("RENT CAP")

Q: How much can I raise the rent each year?

A: If your property is subject to the TPA, you may only raise the rent up to 5% plus the applicable Consumer Price Index (CPI) or 10%, whichever is lower. Percentage change in the CPI would mean the percentage change from April 1 of the prior year, to March 31 of the current year for the region in which the rental property is located. Your calculation must be from the lowest gross rental rate charged for the unit at any time during the 12 months prior to the effective date of increase.

The new CPI is announced in June of every year. See RENT CAP in SBRPA legal forms.

Q: How many times may I increase the rent each year?

A: For renters who have lived in the unit for more than 12 months, you may raise the rent up to two times within that period, as long as the total increases do not exceed the state's rent cap.

Q: If the renter moves out. Can I raise the rent to more than 5% plus CPI?

A: Yes, the new law does not affect your right to raise the rent to market once a tenant vacates the unit. However, once a new renter is placed in the unit. Any future rent increases on that tenant will be subject to the rent cap.

Q: What if my unit is currently vacant?

A: You may choose the initial rent for the new tenant. But once the new renter is in the unit, any future rent increases will be subject to the rent cap.

JUST CAUSE EVICTIONS

Q: How do evictions work under the TENANT PROTECTION ACT (TPA)?

A: All applicable evictions must be based on "just cause" meaning the owner must have a just cause for the eviction. "Just cause" is divided into two categories - at-fault evictions and no-fault evictions. The law requires that you provide a reason for the eviction (in the notice to quit) and it must fall within the permissible reasons, as set forth by the law. You may no longer just issue a 30 or 60-day notice of termination of tenancy.

Q: Which renters do the eviction protections apply to?

A: As of January 1, 2020, it applies to renters who have resided in the unit for 12 months or more. If an additional

renter(s) is added to the lease (prior to an existing renter continuously residing in the unit for 24 months) then the just cause provisions do not apply until all renters have continuously resided in the unit for 12 months or more, or at least one of the renters has continuously resided in the unit for 24 months or more.

Q: What is an "at-fault" just cause eviction?

A: At fault eviction causes are based on the actions or activities of the renter that fall within the scope of the permissible reasons under the law (see below for a full list of reasons).

Q: What is a "no-fault" just cause eviction?

A: No fault eviction causes are when the eviction is not based on the actions of the renter, but rather due to the owner's actions or the owner's compliance with a government entity.

Q: What am I required to do if I have a just cause for eviction?

A: If the eviction is based on a curable violation (e.g. non-payment of rent), you must provide the renter with notice of the violation, setting forth the time period in which to cure the violation. If the violation is not cured within the time period provided in the notice, a 3-day notice to quit without the opportunity to cure may be served to terminate the tenancy. If the tenant does not vacate the unit by the date of the notice to quit, the owner may file an Unlawful Detainer in a court of law.

Q: What happens if I fail to pay relocation assistance or provide a rent waiver?

A: The notice of termination of tenancy is void.

Q: What are the notice requirements?

A: You are required to issue a notice of termination based on the no fault just cause and include the renter's right to relocation assistance.

Q: Are there circumstance in which I would not be required to provide relocation assistance or a rent waiver?

A: Yes, if it is determined by any government agency or court that the renter is at for the condition or conditions triggering an order to need to vacate as set forth in the law. Under those limited circumstances, the renter would not be entitled to relocation assistance. Additionally, if a renter accepts the relocation money, but fails to vacate, then the landlord is entitled to that amount in damages.

Q: What is a "Substantial Remodel"?

A: "The replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit from a government 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."

Q: Is selling the property a "no-fault" cause for terminating a tenancy?

A: Yes

Q: Is moving a resident manager into a unit a "no-fault" cause for terminating a tenancy?

A: No

TPA/1482 NOTICE REQUIREMENTS

Q: Which Notice do you give them?

A: First, determine whether your property is:

☐ Subject to 1482, or ☐ Exempt from 1482.

PROPERTY SUBJECT TO TPA

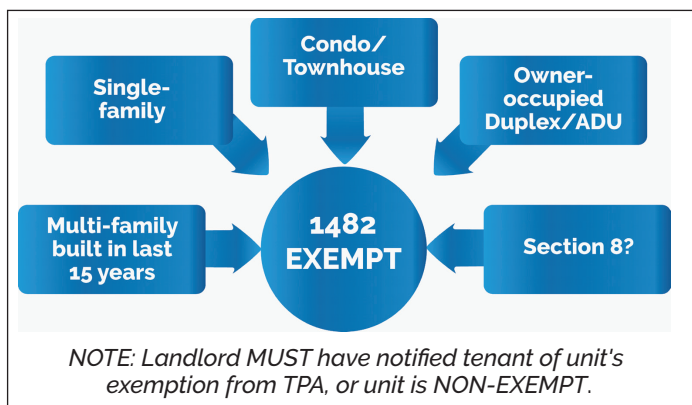
Beginning July 1, 2020, non-exempt properties must include in rental agreements:

California Law limits the amount your rent can be increased. See Section 1947-12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.

PROPERTY EXEMPT FROM TPA

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)(B) 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.

The following are EXEMPT from TPA:



Q: To whom do you give notice?

A: For tenancies that existed prior to July 1, 2020, notice should have been "provided as a written notice to the renter or as an addendum to the lease by August 1, 2020." If you have not notified an existing tenant that the property is EXEMPT from the Rent Cap, the rental unit is subject to the Rent Cap and just cause. Consult an attorney prior to terminating the tenancy or increasing rent. You may need to provide the SBRPA 1482 Notice Form as a written notice signed by the renter, with a copy of the signed written notice provided to the renter.

CITY OF SANTA BARBARA OVERVIEW OF REQUIRED ONE-YEAR LEASE OFFERS

In June 2019 the City of Santa Barbara enacted an ordinance that requires landlords to offer written one-year leases to tenants. Landlords are still dealing with the provisions of the one-year lease ordinance so we felt it would be helpful to provide this brief breakdown of the ordinance.

Q: What is this Ordinance & who does it apply to?

A: This 2019 Ordinance requires landlords in the City of Santa Barbara to offer a one-year written lease to all tenants. The landlord's signing of a lease which has a minimum term of one year shall be considered an offer in writing.

The following DO NOT need to offer a 1-year lease:

- A single family dwelling
- Rooms or accommodations in hotels or boarding houses which are lawfully rented to transient guests for a period of less than 30 days
- Dwelling units in a condominium, community apartment, planned development or stock cooperative, or in a limited equity stock cooperative as defined in the California Business and Professions Code

- Dwelling units in which housing accommodations are shared by landlord and tenant.
- Housing accommodations in any hospital, extended care facility, asylum, non-profit home for the aged, or in dormitories owned and operated by an institution of higher education, a high school or an elementary school
- Housing accommodations rented by a medical institution which are then subleased to a patient or patient's family
- Dwelling units whose rents are controlled or regulated by any government unit, agency, or authority, or whose rent is subsidized by any government unit, agency, or authority
- Dwelling units acquired by the city of Santa Barbara or any other governmental unit, agency or authority and intended to be used for a public purpose
- Accessory Dwelling Units.

Q: When did this Ordinance take effect?

A: The mandatory offer of a one-year lease shall be implemented no later than August 6 2019, unless:

- There is currently a written lease. When the lease expires then this ordinance shall apply
- An owner-occupied unit that is rented to a tenant for less than one year

- A rental unit occupied by a tenant who subleases that unit to another tenant for less than one year
- A rental unit where tenancy is an express condition of, or consideration for employment under a written rental agreement or contract
- Lawfully operated vacation rentals,

Q: Is offering the lease a one-time offer or continual?

A: Leases must continually be offered year-after-year, even if the tenant has rejected the one-year lease offer in the past.

Q: What happens if the tenant or the landlord don't want a one-year lease?

A: Rejection by prospective tenant or tenant – The rejection must be in writing (signed and dated by tenant). Rejection forms can be:

- Prepared by the city attorney and made available through the City's website OR
- Prepared by the landlord or tenant to communicate the rejection.

Non-renewal of leases by landlords – if the landlord does not wish to continue the rental relationship, then at the time the landlord delivers notice of such termination, the tenant shall be offered a one-session conciliation meeting (non-binding) with the landlord using the Santa Barbara Rental Housing Mediation Board, if available, or a qualified mediator of mutual choice and provided at mutual expense .