

QUICK GUIDE: SANTA BARBARA SOUTH COAST TENANT PROTECTIONS

Features	Santa Barbara County https://content.civicplus.com/api/assets/01380e6f-bddc-4433-bc3b-b7c6c70c62ce	City of Santa Barbara https://santabarbaraca.gov/services/housing-human-services/rental-housing-mediation-program/landlord-tenant-rights	Goleta https://www.cityofgoleta.org/Home/Components/News/News/14672/3875	Carpinteria https://carpinteriaca.gov/city-hall/community-development/housing/
Exemptions	Hotel occupancy Housing accommodations for: a. Nonprofit hospital b. Religious facility c. Extended care facility d. Licensed residential care facility for the elderly e. Adult residential facility Dormitories Shared housing (bathroom or kitchen) with the owner (must be principle residence) Single-family homes: a. Cannot be a REIT, corporation, LLC b. Tenants provided written notice of the exemption ADU & JADU Duplex – owner must occupy one of the units (must be principle residence) at the beginning of tenancy Housing built within the past 15 years Restricted by deed for very low, low, or moderate income affordable housing A tenant who has not continuously and lawfully occupied the property for 12 months			
Reasons to Evict Just Cause	Default of rent payment Breach of lease Nuisance Committing waste Tenant has refused to extend lease Criminal activity Subletting Tenant’s refusal to allow entry to rental unit (per law) Using the premises for unlawful purpose Failure to vacate after termination as an employee, agent or licensee Failure to deliver possession of the rental unit			
Reasons to Evict No Cause	Intent to occupy unit (owner, spouse, domestic partner, children, grandchildren, parents, grandparents) Withdrawal of the unit from the rental market Owner complying with an order from a court or government agency Intent to totally demolish or to substantially remodel the rental unit			
Substantial Remodel	Owner seeks in good faith to totally demolish or substantially remodel must: Give tenants early notice Obtain all necessary permits Serve tenants with permits, written reason, type/scope of work, why work cannot be done in safe manner with tenant in place, why tenant must vacate Filed all copies with Community Development Depart.			
Intent to Occupy	Owner, spouse, domestic partner, children, grandchildren, parents, grandparents Written notice must contain name(s)/relationship(s) Tenant may request proof Move in 90 days after tenant vacates & reside minimum of 1 yr Failure to occupy must return to tenant			
Relocation Payments	3 months fair market rent (per HUD) OR \$7,000, whichever is greater	2 times monthly rent		2 times monthly rent OR \$6,500, whichever is greater
Mandatory Offer of Residential Lease	Owner must offer a minimum 1-year written lease Tenant may accept/reject offer in writing Leases must be offered annually or at the expiration of each lease period – including to tenants who rejected a 1-year lease before If owner doesn’t want to continue the rental relationship, the tenant shall be offered a one-session conciliation meeting			None