

Oct 2023

SANTA BARBARA RENTAL PROPERTY news

CALIFORNIA'S CENTRAL COAST RESOURCE FOR RENTAL PROPERTY OWNERS, MANAGERS & SUPPLIERS

Property Management Essentials

SBRPA Certificate Class, Thursday 10/19/2023



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October 2023

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 an appointment

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President's Message



Betty L. Jeppesen Esq. • Attorney at Law and Real Estate Broker

"Tell us about the new County of Santa Barbara Ordinance."

This has been a repeated request to me from SBRPA members and no wonder. If you try to look up the new law, County Ordinance 5186 approved by the Board of Supervisors on July 11, 2023 and effective 30 days thereafter, you won't find it in the County code yet. It is not yet incorporated into Chapter 44 dealing with Housing.

For your knowledge and ease of reference, we are printing both Ordinance 5175 dealing with relocation benefits and Ordinance 5186 amending article IV Just Cause for residential evictions and adding Article V, Mandatory Right of First Refusal and Mandatory Offer of Residential Lease in this issue of the Santa Barbara Rental Property Magazine.*

First remember to look at all of these laws in layers. If there is a "stricter" local ordinance, then it applies instead of the State of California law. Until May of 2023, it was the City of Santa Barbara that had stricter rules. Coincidentally, in May of 2023, the City Council approved the settlement of SBRPA's lawsuit concerning the City relocation costs so that now the relocation amount for non-exempt, Just Cause no Fault evictions is 2 months' rent instead of 3 months' rent. Also remember that to be eligible for these rules, a "qualified tenant" is a tenant who has lawfully resided in a rental unit for 12 months or more. And, even if the unit "qualifies" to be exempt, it is not exempt until and unless the housing provider has given the tenant notice of that fact. This is not just an e-mail, text or letter. This is a notification that has to be in the Lease entered into since August of 2020 and in any renewal thereafter.

There are also different rules for WHEN you pay the tenant depending upon whether it is in the City (generally within 15 days of giving the notice unless there was an Early Alert Notice served) or County (generally within 20 days of giving the notice unless you were responding to a government order (10 days) or an Early Alert Notice was given.

Now, the relocation payments to tenants for non-exempt properties for Just Cause, No Fault evictions is defined as follows: "Relocation benefits" means a sum equal to **three months of the fair market rent for the area** as determined by the Department of Housing and Urban Development pursuant to Section 1437f(c)(1) of Title 42 of the United States Code **or seven thousand dol-**

lars, whichever is greater." (Emphasis added.) So, it is \$7,000 or 3 times what the unit is worth on the rental market according to this specification NOT what YOU WERE PAID. So, if your rents were lower than market, you would end up paying the tenant what the tenant should have been paying you for your unit.

Ordinance 5186 includes a MANDATORY Right of First Refusal. For termination of tenancy pursuant to Section 44-25(B)(2) dealing with major remodel, the owner SHALL provide the tenant of the unit at the time of termination a written right of first refusal to re-occupy when it is ready to be occupied for up to two years, whichever is earlier IF: 1) The tenant has provided the owner contact information at which to receive a right of first refusal to re-occupy the unit and 2) The tenant returns to the owner an affirmative written acceptance of the offer to return to and rent the unit within 30 days of receipt.

Ordinance 5186 also includes a MANDATORY Offer of Residential Lease just like the City.

Subsection G states: "If a rental unit is rented without a written lease, then within 90 days after the effective date of the ordinance codified in this chapter, the owner shall offer a written lease to the tenant in accordance with the Civil Code." So, if you have someone renting from you in a non-exempt property (remember 2 steps – the property qualifies as exempt and you have given PROPER notice to the tenant that it is exempt) and they do not have a written lease with you, then you have only 90 days from August 11, 2023 to rectify that by offering a written Lease. If you do not wish to offer a written Lease, then there are steps that must be taken such as offering a conciliation session to the tenant.

It is getting harder and harder to comply with all of these layers of laws and yet it is necessary.

Stay tuned for more upcoming news.

Betty L. Jeppesen
President of the Santa Barbara Rental Property Association

*NOTE: Ordinance 5175, Ordinance 5186 and Article V, Mandatory Right of First Refusal and Mandatory Offer of Residential Lease are reprinted at the back of the magazine. –Ed

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ALSO NEW TO MARKET

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\$1,270,000

4.35% Current CAP · 5.18% Market

Well maintained, 6-unit garden style asset featuring (2) 2BD/1BA and (4) 1BD/1BA units. Most with partial upgrades through the years including laminate floors, newer carpet & paint, updated fixtures, freshly painted exteriors, new landscaping & upgrades to roof. 4-car parking lot plus 5 garages currently used as storage for additional income.

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SBRPA Calendar



Property Management Essentials

Thursday, October 19, 2023 • 9:00AM-1:00PM
San Miguel Room, Work Zone Paseo Nuevo, SB, CA

Get Answers to your Questions about New Laws! This course is a MUST for managers, leasing agents, supervisors, and rental owners! We will cover issues from pre-tenancy, to tenancy, to termination of tenancy, through post-tenancy. Tracey Merrell Managing Attorney of Education for Kimball, Tiery & St. John will be teaching this course. You can register online at sbrpa.org. See page 11 for details.

October
2023

SUN	MON	TUE	WED	THU	FRI	SAT
1	2	3 NAA Leadership Symp	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19 SBRPA Prop Mgmt	20	21
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AE/AP Leadership Symposium

Tue, Oct 3–Wed, Oct 4, 2023 • Arlington, Virginia

An event for Association Executives and Affiliate Presidents to strengthen their leadership partnership and effectively lead their organizations will be held this year at the Westin Arlington. The symposium provides an opportunity for Affiliate Executives and their elected officers to define annual priorities and determine how to work better together.
<https://naahq.org/aeap-leadership-symposium>

2023 Assembly of Delegates

Tue, Nov 14–Thu, Nov 16, 2023 • San Diego, CA

The Assembly of Delegates (AOD) is composed of up to two hundred and fifty (250) delegates from the NAA's ten regions and will be held at the Hilton Bayfront in San Diego. AOD is NAA's largest business meeting of the year, where all NAA and NAAEI Boards, Committees and Task Forces meet, and the new incoming volunteer leadership is installed. For schedule times & details see page 29.

Welcome New Members

Richard Story, Gary Schulman,
Lydia Perez, Marla Daily, Nathalie Santiago,
Steve & Shari Draghi, Dale Fathe-Azam,
Nanette Pratini, Maria del Rosario, Bret Farnum,
Roberto Gonzales, Hillary Wells & K.C. Williamson,
Patricia Kelley, Barbara Beverly, Marilyn Elam,
Anthony Dal Bello, Roberto Gonzales, Don Decker,
Oralia Madera, Marcus Morales, Darian Bleecher,
Bertha Burns, Wiley Charles,
& Elizabeth Alvarado



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**215 Bath St
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52 Units in West Beach

List Price: **\$19,000,000**

Christos represented the seller of 215 Bath St, a 52-unit apartment property on 1 acre of land in Santa Barbara's West Beach neighborhood, near City College and the beach.



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CalRHA Legislative Updates



Kate Bell, KateBellStrategies.com

August 2023

Legislative Update – Legislature Reconvenes from Summer Recess on August

The Legislature has now returned from Summer Recess and will be conducting business before the Appropriations Committees and on the Floors of both houses. Bills need to pass the Appropriations (fiscal) committees by September 1st and the deadline for bills to pass to the Floor to the Governor is September 14th. He then has 30 days to sign or veto. Highlights of Several Legislative Bills That CalRHA Continues to Lobby:

- **AB 12 (Haney) Tenancy: Security Deposits – OPPOSE.** Would prohibit a landlord from receiving a security deposit for a rental agreement in an amount in excess of one month's rent, regardless of whether the residential property is unfurnished or furnished. *This bill has been a priority for CalRHA and we have been opposing it. There are discussions underway of exempting small landlords, but that has yet to go into the bill and wouldn't go far enough in protecting both landlords and tenant access to properties. The bill is currently pending on the Senate Floor.*
- **AB 1317 (Carillo) Unbundled Parking – OPPOSE.** Would require the owner of residential real property that provides parking with a residential unit to unbundle parking from the price of rent ("unbundled parking" selling or leasing parking spaces separate from the lease of the residential use). *CalRHA has had productive conversations with the author's office, but is still opposing. The bill is on the Senate Floor.*
- **ACA 1 (Aguiar-Curry) Voter Approval Threshold – OPPOSE.** ACA 1 lowers the voter threshold from a two-thirds supermajority to 55% majority to approve local (city, county, and special district) GO bonds and certain special taxes for affordable housing, public infrastructure, and permanent supportive housing projects, and defines those terms. *ACA 1 passed the Assembly Local Government Committee in July and is pending in the Assembly Appropriations Committee.*
- **ACA 10 (Haney) Fundamental Human Right to Housing – OPPOSE.** Establishes that the state

recognizes the fundamental human right to adequate housing for everyone in California. This right is a shared obligation of state and local jurisdictions to respect, protect, and fulfill this right, on a non-discriminatory and equitable basis, with a view to progressively achieve the full realization of the right, by all appropriate means, including the adoption and amendment of legislative measures, to the maximum of available resources. *ACA 10 passed the Assembly Housing and Community Development Committee in June and is pending a hearing in the Assembly Appropriations Committee. However, it has a fairly large fiscal estimate so may not pass that committee.*

- **SB 267 (Eggman) Credit History of Persons Receiving Government Rent Subsidies – OPPOSE.** Would prohibit the use of a person's credit history as part of the application process for a rental housing accommodation without offering the applicant the option of providing alternative evidence of financial responsibility and ability to pay in instances in which there is a government rent subsidy and would require that the housing provider consider that alternative evidence in lieu of the person's credit history. *SB 267 is set for a hearing in the Assembly Appropriations Committee on August 16th.*
- **SB 567 (Durazo) Just Cause Evictions – OPPOSE.** This bill has been amended several times. In the Senate Judiciary Committee, the Chair negotiated language that removed the change to rent caps, etc. In the Assembly, the bill has been amended to give the rental property owners the ability to do mold remediation and broadens the definition of owner. Penalties in the bill are still a concern, but the author has expressed a willingness to work with the opposition. *SB 567 is also set for a hearing in the Assembly Appropriations Committee on August 16th.*

Initiative Update

On July 26th, the Secretary of State announced the rent control initiative, "Justice for Renters Act", gathered enough signatures to qualify for the ballot next year. As such, it joins the list of eligible initiatives for the November 5th, 2024 ballot. Despite the fact that similar initiatives, Prop 10 from 2018 and Prop 21 from

2020, failed by 19 and 20 points, respectively, the proponents are at it again.

Michael Weinstein, the head of the AIDS healthcare foundation and main supporter of all three initiatives, held a virtual press conference the following day, advocating for the proposed proposition which would effectively repeal Costa-Hawkins. If passed, the initiative would allow local governments to impose strict rent control on newer apartments and single-family homes, as well as eliminate the state's ban on vacancy control.

This is the top priority for CalRHA who is funding a coordinated campaign against the measure. For more information, please visit <https://cal-rha.org/advocacy/protecting-costa-hawkins/>

September 15, 2023

The Legislature finished their work late last night. Here is the End-of-Session Legislative Report. Of particular note:

- **AB 12 (Haney)** – Security Deposits, passed the Senate with the bare minimum of 21 votes, but we were able to get a small owner exemption (2 properties/4 units).
- **SB 567 (Durazo)** – Just Cause, passed both the Assembly and Senate last night, with Legislators citing the neutrality of CAA given the latest amendments.

- **ACA 1 (Aguiar-Curry)** – Local Tax Threshold, and **ACA 13 (Ward)** – Taxpayer Protection Act Attack, also passed, despite a large coalition of opposition.

Fortunately, we held many bad bills earlier this year because it is very difficult to hold bills on the floor.

The Governor has until October 14 to sign or veto legislation. Thank you for all of the engagement and calls that you made to your legislators.



CA Governor
Gavin Newsom

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A SBRPA Certificate Class

PROPERTY MANAGEMENT ESSENTIALS



Thursday, October 19, 2023

9:00 AM - 1:00 PM

San Miguel Room, Work Zone Paseo Nuevo, Santa Barbara, CA



Tracey Merrell, Managing Attorney of Education for Kimball, Tiery & St. John will be teaching this course.

Tracey began her career representing banks in post foreclosure evictions and is experienced in all aspects of litigation, from the development of case strategy, through discovery, depositions, motion practice, and trials.

Get Answers to your Questions about New Laws!

This course is a MUST for managers, leasing agents, supervisors, and rental owners! We will cover issues from pre-tenancy, to tenancy, to termination of tenancy, through post-tenancy.

Pre-tenancy

- Screening
- Source of income
- Approval/denial
- Leases.

Tenancy

- Communication
- Enforcement
- Disability requests
- VAWA (Violence Against Women Act)
- Unit entry
- Maintenance

Termination of tenancy

- Notices
- Just cause
- Path of an eviction

Post tenancy

- Abandonment
- Pre-move out inspections

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IN ESCROW	Isla Vista	4 Apartment Units	\$4,500,000
SOLD 2023	Santa Barbara	8-Key Hospitality	\$5,200,000 (Seller)
SOLD 2023	Carpinteria	Mixed-Use / Hospitality	\$5,650,000 (Seller)
SOLD 2023	Gaviota	Development Parcel	\$4,285,000 (Seller)
SOLD 2023	Isla Vista	Development Lot	\$2,500,000 (Seller)
SOLD 2022	Santa Barbara	Commercial Retail	\$2,150,000 (Buyer)
SOLD 2022	Santa Ynez	Commercial Vacant Lot	\$ 900,000 (Seller)
SOLD 2022	Santa Barbara	4 Apartment Units (beach)	\$8,835,000 (Seller)
SOLD 2022	Santa Barbara	Mixed-Use 2 Spaces + SFR	\$4,887,500 (Seller)
SOLD 2022	Santa Barbara	8 Apartment Units	\$5,950,000 (Seller/Buyer)
SOLD 2022	Santa Barbara	5 Apartment Units	\$3,950,000 (Seller/Buyer)
SOLD 2021	Santa Barbara	2 Development Lots	\$2,600,000 (Seller/Buyer)
SOLD 2021	Isla Vista	Development Lot	\$ 750,000 (Seller/Buyer)
SOLD 2021	Santa Barbara	Retreat Compound	\$7,500,000 (Seller/Buyer)
SOLD 2021	Isla Vista	2 Apartment Units	\$1,585,000 (Seller/Buyer)
SOLD 2021	Goleta	2 Commercial Spaces	\$1,168,000 (Seller/Buyer)

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Following is a Current List of Important Rental Housing Related Bills

AB 12 (Haney D) Tenancy: Security Deposits

Current Text:

Amended: 4/5/2023

Status:

9/13/2023 Senate amendments concurred in. To Engrossing and Enrolling.



Matt Haney

Summary: Current law regulates the terms and conditions of residential tenancies, and prohibits a landlord from demanding or receiving security for a rental agreement for residential property, however denominated, in an amount or value in excess of an amount equal to 2 months' rent, in the case of unfurnished residential property, and an amount equal to 3 months' rent, in the case of furnished residential property, in addition to any rent for the first month paid on or before initial occupancy. This bill would beginning July 1, 2024, instead prohibit a landlord from demanding or receiving security for a rental agreement for residential property in an amount or value in excess of an amount equal to one month's rent, regardless of whether the residential property is unfurnished or furnished, in addition to any rent for the first month paid on or before initial occupancy.

Notes: Oppose Letter Submitted

AB 548 (Boerner D) State Housing Law: inspection

Current Text:

Enrolled: 9/14/2023

Status: 9/12/2023 Assembly Rule 77 suspended. Senate amendments concurred in. To Engrossing and Enrolling. (Ayes 59. Noes 16.).



Tasha Boerner

Summary: Current law deems a building, portion of a building, or premises on which a building is located to be a substandard building if any one of specified conditions exists to the extent that it endangers the life, limb, health, property, safety, or welfare of the public or its occupants. Current law deems a building, portion of a building, or premises on which a building is located to be in violation of the State Housing Law if it contains lead hazards, as specified, that are likely to endanger the health of the public or the occupants. This bill would require local enforcement agencies, by January 1, 2025, to develop

policies and procedures for inspecting a building with multiple units if an inspector or code enforcement officer has determined that a unit is substandard or is in violation of the State Housing Law, and the inspector or code enforcement officer determines that the defects or violations have the potential to affect other units of the building, as specified. If the local enforcement agency determines the substandard condition could reasonably affect other units, the bill would require notice be given to the property owner, as specified, and the units reinspected to verify correction of the violations.

Notes: CAA Opposing / CAR likely opposing

AB 653 (Reyes D) Federal Housing Voucher Acceleration Program

Current Text:

Amended: 5/1/2023

Status: 9/1/2023-Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. on 7/11/2023)



Eloise Gomez Reyes

Summary: The Housing Authorities Law creates a housing authority in each county and each city that is authorized to transact business and exercise specified powers upon adoption of a resolution by the governing body of the county or city declaring that there is a need for the authority to function. Among other things, current law authorizes a housing authority to prepare, carry out, acquire, lease, and operate housing projects and housing developments for persons of low income, as provided. This bill would establish the Federal Housing Voucher Acceleration Program, and would require the Department of Housing and Community Development to establish, administer, and fund a grant application process and award grants to public housing authorities in geographically diverse communities, as determined by the department, on or before July 1, 2024. The bill would authorize applicants to use grant funds to provide specified services to the eligible population. The bill would require the department to allocate grant funds to applicants based upon the number of public housing and Section 8 vouchers maintained by the housing authority and by a housing authority's success rate, defined as the percentage of new voucher families that successfully lease a qualifying unit.

Notes: CAA and CAR supporting. Sponsor and author asked us to support.

Continued on page 15

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AB 690 (Chen D) Legal document assistants and unlawful detainer assistants

Current Text:

Enrolled: 9/14/2023

Status: 9/12/2023-Read third time. Passed. Ordered to the Assembly. (Ayes 38. Noes 0.). In Assembly. Ordered to Engrossing and Enrolling.



Phillip Chen

Summary: Current law provides for the regulation of legal document assistants and unlawful detainer assistants, and requires a legal document assistant or unlawful detainer assistant to be registered by the county clerk in the county in which the legal document assistant's or unlawful detainer assistant's principal place of business is located and where they maintain a branch office. Current law makes the failure by a person who engages in acts of a legal document assistant or unlawful detainer assistant to comply with certain requirements for legal document assistants and unlawful detainer assistants a misdemeanor. Current law repeals those provisions regulating legal document assistants and unlawful detainer assistants on January 1, 2024. This bill would extend the operation of these provisions to January 1, 2030.

AB 1317 (Carrillo D) Unbundled parking.

Current Text:

Enrollment: 9/14/2023

Status: 9/14/2023-Read third time. Passed. Ordered to the Assembly. (Ayes 27. Noes 12.). In Assembly. Concurrence in Senate amendments pending. Senate amendments concurred in. To Engrossing and Enrolling.



Wendy Carrillo

Summary: Existing law prohibits an owner of residential real property from, over the course of any 12-month period, increasing the gross rental rate for a dwelling or a unit more than 5% plus the percentage change in the cost of living, or 10%, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months before the effective date of the increase, as prescribed. This bill would require the owner of qualifying residential property, as defined, that provides parking with the qualifying residential property to unbundle parking from the price of rent, as specified. The bill would define "unbundled parking" as the practice of selling or leasing parking spaces separate from the lease of the residential use. The bill would define "qualifying residential property" as any dwelling or unit that is intended for human habitation that

(1) is issued a certificate of occupancy on or after January 1, 2025, (2) consists of 16 or more residential units, and (3) is located within the County of Alameda, Fresno, Los Angeles, Riverside, Sacramento, San Bernardino, San Joaquin, Santa Clara, Shasta, or Ventura. The bill would provide a tenant of a qualifying residential property with a right of first refusal to parking spaces built for their unit, as specified. The bill would prohibit a tenant's failure to pay the parking fee of a separately leased parking agreement from forming the basis of any unlawful detainer action against the tenant. The bill would authorize a property owner, if a tenant fails to pay by the 45th day following the date payment is owed for a separately leased parking space, to revoke that tenant's right to lease that parking spot. The bill would exempt certain properties from these provisions, including residential properties with individual garages that are functionally a part of the property and housing developments where 100% of the units, exclusive of any manager's unit or units, are restricted as affordable housing for persons and families of low or moderate income. This bill contains other related provisions.

Notes: Oppose letter submitted.

AB 1332 (Carrillo D) Accessory dwelling units: preapproved plans

Current Text:

Enrolled: 9/12/2023

Status: 9/11/2023 Senate amendments concurred in. To Engrossing and Enrolling. (Ayes 75. Noes 0.)



Juan Carrillo

Summary: The Planning and Zoning Law authorizes a local agency, by ordinance or ministerial approval, to provide for the creation of accessory dwelling units in areas zoned for residential use, as specified. Current law authorizes a local agency to impose standards on accessory dwelling units that include, but are not limited to, parking, height, setback, landscape, architectural review, and maximum size of a unit. This bill would require each local agency, by January 1, 2025, to develop a program for the preapproval of accessory dwelling unit plans, whereby the local agency accepts accessory dwelling unit plan submissions for preapproval and approves or denies the preapproval applications, as specified. The bill would authorize a local agency to charge a fee to an applicant for the preapproval of an accessory dwelling unit plan, as specified. The bill would require the local agency to post preapproved accessory dwelling unit plans and the contact information of the applicant on the local agency's internet website. The bill would require a local agency to either approve or deny an application

Continued on page 17



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CalRHA Priority 1 Bill tracker from page 15

for a permit for a proposed accessory dwelling unit within 30 days that utilizes either an accessory dwelling unit plan preapproved within the current triennial California Building Standards Code rulemaking cycle or a plan that is identical to a plan used in an application for a detached accessory dwelling unit approved by the local agency within the current triennial California Building Standards Code rulemaking cycle.

Notes: AAGLA Supports

AB 1505 (Rodriguez D) **Seismic retrofitting: soft story multifamily housing**

Current Text:

Amended: 7/3/2023

Status: 9/14/2023 Ordered to inactive file at the request of Senator McGuire.



Freddie Rodriguez

Summary: Current law establishes the Seismic Retrofitting Program for Soft Story Multifamily Housing for the purposes of providing financial assistance to owners of soft story multifamily housing for seismic retrofitting to protect individuals living in multifamily housing that have been determined to be at risk of collapse in earthquakes, as specified. Current law also establishes the Seismic Retrofitting Program for Soft Story Multifamily Housing Fund, and its subsidiary account, the Seismic Retrofitting Account, within the State Treasury. Current law provides that the Legislature will appropriate \$250,000,000 from the General Fund in the 2023–24 Budget Act to the Seismic Retrofitting Program for Soft Story Multifamily Housing Fund for the purposes of carrying out the program. Current law requires the CRMP to develop and administer the program, as specified. Existing law makes these provisions inoperative on July 1, 2042, and repeals them as of January 1, 2043. Current federal law, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, establishes various grant opportunities, including the Hazard Mitigation Grant Program and Building Resilient Infrastructure and Communities grant program, to support hazard mitigation projects. This bill would remove the requirement for the Legislature to appropriate \$250,000,000 from the General Fund in the 2023–24 Budget Act to the Seismic Retrofitting Program for Soft Story Multifamily Housing Fund. The bill would authorize the Office of Emergency Services to dedicate federal Hazard Mitigation Grant Program and Building Resilient Infrastructure and Communities application funding to specified projects to augment and support the Seismic Retrofitting Program for Soft Story Multifamily Housing.

Notes: Letter sent to author's office.

AB 1679 (Santiago D) **Transactions and use taxes: County of Los Angeles: homelessness**

Current Text:

Enrollment: 9/13/2023

Status: 9/13/2023 Senate amendments concurred in. To Engrossing and Enrolling.



Miguel Santiago

Summary: Current law authorizes cities and counties, subject to certain limitations and approval requirements, to levy a transactions and use tax for general or specific purposes, in accordance with the procedures and requirements set forth in the Transactions and Use Tax Law, including a requirement that the combined rate of all taxes that may be imposed in accordance with that law in the county not exceed 2%. Current local transactions and use tax law for the County of Los Angeles, known as Measure H, establishes a local tax at a rate of 0.25%, and the revenue from that tax is dedicated to addressing and preventing homelessness. This bill would authorize the County of Los Angeles to impose a transactions and use tax at a rate of no more than 0.50% that, in combination with other transactions and use taxes, would exceed the above-described combined rate limit of 2%, if the county adopts an ordinance proposing the tax and the ordinance proposing the tax is approved by the voters, subject to applicable voter approval requirements. The bill would also require all revenue from the tax to be dedicated to addressing and preventing homelessness, as provided, and would require the local ordinance, upon approval by the electorate, to repeal Measure H. The bill would specify that a transactions and use tax established pursuant to its provisions would not be considered for purposes of the 2% combined rate limitation.

ACA 1 (Aguiar-Curry) Local government financing: affordable housing and public infrastructure: voter approval

Current Text:

Enrollment: 9/14/2023

Status: 9/14/2023 Read third time. Adopted. (Ayes 29. Noes 10.) Ordered to the Assembly. In Assembly. Ordered to Engrossing and Enrolling.

Summary: The California Constitution prohibits the ad valorem tax rate on real property from exceeding 1% of the full cash value of the property, subject to certain exceptions. This measure would create an additional exception to the 1% limit that would authorize a city, county, city and county, or special district to levy an ad valorem tax to service bonded indebtedness incurred



Cecilia Aguilar-Curry

Continued on page 19

NEW ON THE MARKET

5 Multi-Family Properties in Greater Santa Barbara Area for Sale



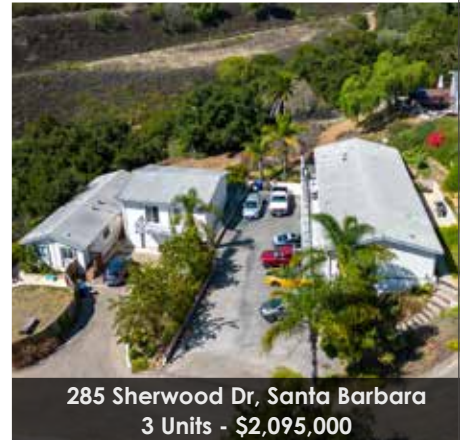
427 W Montecito St, Santa Barbara
19 Units - \$5,995,000



462 Linfield Pl, Goleta
4 Units - \$2,150,000



427 W Islay St, Santa Barbara
22 Units - \$6,750,000



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to fund the construction, reconstruction, rehabilitation, or replacement of public infrastructure, affordable housing, including downpayment assistance, or permanent supportive housing, or the acquisition or lease of real property for those purposes, if the proposition proposing that tax is approved by 55% of the voters of the city, county, city and county, or special district, as applicable, and the proposition includes specified accountability requirements. The measure would prohibit a city, county, city and county, or special district from placing a proposition on the ballot pursuant to these provisions if the voters have previously approved a proposition pursuant to these provisions or the below special tax provisions until all funds from the previous proposition are committed to programs and projects listed in the specific local program or ordinance, as described. The measure, subject to certain vote thresholds, would authorize the Legislature to enact laws establishing additional accountability measures and laws for the downpayment assistance programs authorized by the measure, as specified.

Notes: On CalTAX coalition letter

ACA 10 (Haney D) Fundamental human right to housing

Current Text: Introduced: 3/6/2023

Status: 6/7/2023 Coauthors revised. From committee: Be adopted, and re-refer to Committee on APPR. Rereferred. (Ayes 6. Noes 2.) (June 7). Re-referred to Com. on APPR

Summary: The California Constitution enumerates various personal rights, including the right to enjoy and defend life and liberty, acquiring, possessing, and protecting property, and pursuing and obtaining safety, happiness, and privacy. This measure would declare that the state recognizes the fundamental human right to adequate housing for everyone in California. The measure would make it the shared obligation of state and local jurisdictions to respect, protect, and fulfill this right, by all appropriate means, as specified.

ACA 13 (Ward D) Voting thresholds

Current Text:

Enrollment: 9/14/2023

Status: 9/14/2023 Read third time. Adopted. (Ayes 28. Noes 9.) Ordered to the Assembly. In Assembly. Concurrence in Senate amendments pending. Senate amendments concurred in. Held at Desk by unanimous consent until November 1, 2023.

Summary: The California Constitution provides that a proposed constitutional amendment and a state-



Christopher Ward

wide initiative measure each take effect only if approved by a majority of the votes cast on the amendment or measure. This measure would further provide that an initiative measure that includes one or more provisions that would amend the Constitution to increase the voter approval requirement to adopt any state or local measure would be approved by the voters only if the proportion of votes cast in favor of the initiative measure is equal to or greater than the highest voter approval requirement that the initiative measure would impose. The measure would specify that this voter approval requirement would apply to statewide initiative measures that appear on the ballot on or after January 1, 2024.

SB 71 (Umberg D) Jurisdiction: small claims and limited civil case.

Current Text:

Enrolled: 9/14/2023

Status: 9/12/2023 Assembly amendments concurred in (Ayes 38. Noes 0.) Ordered to engrossing and enrolling.



Thomas Umberg

Summary: Current law provides that the small claims court has jurisdiction over actions seeking certain forms of relief, including money damages in specified amounts and claims brought by natural persons, not exceeding \$10,000, except as specified. Current law requires an action or special proceeding to be treated as a limited civil case if certain conditions exist, including, among others, that the amount in controversy does not exceed \$25,000. This bill would increase the small claims court jurisdiction over actions brought by a natural person, if the amount does not exceed \$12,500, except as specified, and would also increase the amount in controversy permitted in other specified actions within the jurisdiction of the small claims court. The bill would increase the limit on the amount in controversy for an action or special proceeding to be treated as a limited civil case to \$35,000.

Notes: Ron Kingston Sponsored

SB 267 (Eggman D) Credit History of Persons Receiving Government Rent Subsidies

Current Text:

Enrollment: 9/13/2023

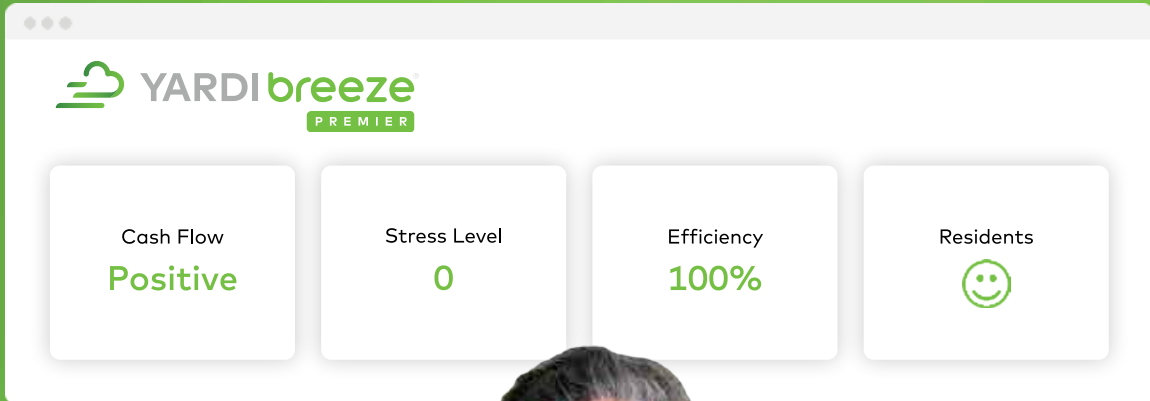
Status: 9/13/2023 Assembly amendments concurred in. (Ayes 31. Noes 3.) Ordered to engrossing and enrolling.



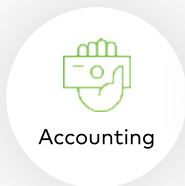
Susan Eggman

Summary: The California Fair Employment and Housing Act (FEHA) prohibits, in instances in which there is a government rent subsidy, the use of a financial or income standard in assessing eligibility for the rental of

Continued on page 21



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housing that is not based on the portion of the rent to be paid by the tenant. FEHA requires the Civil Rights Department to enforce specific provisions of the act, including the provision described above. This bill would additionally prohibit the use of a person's credit history as part of the application process for a rental housing accommodation without offering the applicant the option of providing lawful, verifiable alternative evidence of the applicant's reasonable ability to pay the portion of the rent to be paid by the tenant, including, but not limited to, government benefit payments, pay records, and bank statements, in instances in which there is a government rent subsidy.

Notes: Dean Lead - Letter Submitted

SB 395 (Wahab D)

Leases: notice of termination or rent increase: statewide database.

Current Text:

Amended: 4/10/2023

Status: 5/19/2023 Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/1/2023)(May be acted upon Jan 2024)



Aisha Wahab

Summary: Current law specifies various terms and conditions that apply to all persons who hire dwelling units located within this state, including tenants, lessees, boarders, lodgers, and others. Current law regulates evictions and provides that a tenant who remains in possession of a property after the term of the tenant's lease expires, or who fails to pay rent, is guilty of unlawful detainer. This bill would, beginning January 1, 2025, require a landlord to file with the office of the Secretary of State a copy of any notice of termination or notice of rent increase within 10 days of serving the notice on the tenant, subject to specified requirements. The bill would make failure to file the notice an affirmative defense to a cause of action for unlawful detainer.

Notes: Oppose Letter Submitted

SB 440 (Skinner D) Regional Housing Finance Authorities

Current Text:

Amended: 6/30/2023

Status: 9/1/2023 Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/16/2023)(May be acted upon Jan 2024) FILE on 5/31/2023) (May be acted upon Jan 2024)



Nancy Skinner

Summary: The San Francisco Bay Area Regional Housing Finance Act establishes the Bay Area Housing Finance Authority to raise, administer, and allocate funding for affordable housing in the San Francisco Bay area, as defined, and provide technical assistance at a regional level for tenant protection, affordable housing preservation, and new affordable housing production. The Los Angeles County Regional Housing Finance Act similarly establishes the Los Angeles County Affordable Housing Solutions Agency to increase the supply of affordable housing in Los Angeles County, as specified. This bill, the Regional Housing Finance Act, would authorize 2 or more local governments, as defined, to establish a regional housing finance authority to raise, administer, and allocate funding for affordable housing in the jurisdiction of the authority, as defined, and provide technical assistance at a regional level for affordable housing development, including new construction and the preservation of existing housing to serve a range of incomes and housing types. The bill would require an authority to be governed by a board composed of at least 3 directors who are elected officials representing the local governments that are members of the authority.

SB 450 (Atkins D) Leases: notice of termination or rent increase: statewide database.

Current Text:

Amended: 4/10/2023

Status: 5/19/2023 Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 5/1/2023)(May be acted upon Jan 2024)



Toni Atkins

Summary: Current law requires a proposed housing development containing no more than 2 residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, except as provided. Current law authorizes a local agency to impose objective zoning standards, objective subdivision standards, and objective design standards, as defined, except as specified, on the proposed housing development. Current law authorizes a local agency to deny a proposed housing development if specified conditions are met, including that the building official makes a written finding that the proposed housing development project would have a specific, adverse impact upon public health and safety or the physical environment, as provided. This bill would remove the requirement that a proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural

Continued on page 23

HELP STOP RENT CONTROL INITIATIVE



A new rent control initiative will be on the November 2024 ballot.

2024 BALLOT INITIATIVE WHAT IT DOES

Local jurisdictions will have free rein to **impose and expand rent control.**

Will prohibit rent increases upon vacancy (also known as vacancy de-control) by **eliminating the owner's ability to charge the market rate** when a tenant vacates the unit.

Imposes rent control on **all properties** including **single-family homes and condominiums** by eliminating AB 1482 protections.

To stop this so-called "Justice for Renters" initiative in 2024, CalRHA and its affiliates are asking for your support and contribution to fight this third attempt by the same anti-housing activists behind Propositions 10 and 21 from 2018 and 2020. CalRHA and its regional associations collectively need to raise a minimum \$5 million dollars, so we're all in this together.

All funds raised will go toward the initiative fight. To make a contribution, please click [here](#) or scan the QR code. Thank you for your generosity.



PROPERTY OWNERS WHY IT MATTERS

Your rental income and property value will decline.

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Rent "caps" would apply to single-family homes and condominiums.



\$5 MILLION TARGET

The last rent control fight cost the broader housing industry \$80 million dollars. This next fight will cost even more.



DEDICATED FUNDS

Funds will be deposited into a dedicated account specifically for fighting the initiative.



SUCCESS TOGETHER

We defeated both the 2018 and 2020 rent control initiatives. With your support, we can do it again.

CalRHA Priority 1 Bill tracker from page 21

walls to be considered ministerially. The bill would prohibit a local agency from imposing objective zoning standards, objective subdivision standards, and objective design standards that do not apply uniformly to development within the underlying zone, but would specify that these provisions do not prohibit a local agency from adopting or imposing objective zoning standards, objective subdivision standards, and objective design standards on the development if the standards are more permissive than applicable standards within the underlying zone. The bill would remove the authorization for a local agency to deny a proposed housing development if the building official makes a written finding that the proposed housing development project would have a specific, adverse impact upon the physical environment. The bill would require the local agency to consider and approve or deny the proposed housing development application within 60 days from the date the local agency receives the completed application, and would deem the application approved after that time.

Notes: SB 9 Clean-up.

SB 460 (Wahab D) Hiring of real property: criminal history

Current Text: Introduced: 2/13/2023

Status: 4/28/2023 Failed deadline pursuant to Rule 61(a)(2). (Last location was JUD. on 2/22/2023) (May be acted upon Jan 2024)

Summary: This bill would prohibit a housing provider from inquiring about an applicant's criminal history, requiring an applicant to disclose their criminal history, or requiring an applicant to authorize the release of their criminal history, unless they are complying with federal law, as specified. The bill would also prohibit a housing provider from basing any adverse action, in whole or in part, on information contained in an applicant's criminal history, if the housing provider received criminal history information about an applicant, unless they are complying with federal law.

Notes: Oppose Letter Submitted. Now a 2-year bill.

SB 460 (Wahab D) Costa-Hawkins Rental Housing Act: rental rates

Current Text: Amended: 5/15/2023

Status: 6/2/2023-Failed Deadline pursuant to Rule 61(a)(8). (Last location was INACTIVE FILE on 5/31/2023)(May be acted upon Jan 2024)

Summary: The Costa-Hawkins Rental Housing Act prescribes statewide limits on the application of local rent control with regard to certain properties. The act generally authorizes an owner of residential real property to establish the initial rental rate for a dwelling or unit, except in specified circumstances, including, (1) when the residential real property has a certificate of occupancy issued after February 1, 1995, (2) when the residential real property has already been

exempt from the residential rent control ordinance of a public entity on or before February 1, 1995, pursuant to a local exemption for newly constructed units, and (3) when the residential real property is alienable and separate from title to any other dwelling units, except as specified. This bill would instead authorize an owner of residential real property to establish the initial rental rate for a dwelling or unit when the residential real property has been issued a certificate of occupancy within the 28 years preceding the date on which the owner seeks to establish a rental rate under these provisions, except as specified for dwellings or units exempt from the residential rent control ordinance of a public entity on or before February 1, 1995, pursuant to a local exemption for newly constructed units.

Notes: Oppose letter submitted

SB 567 (Durazo D) Termination of tenancy: no-fault just causes: gross rental rate increases

Current Text:

Enrollment: 9/14/2023

Status: 9/14/2023 Read third time. Passed. Ordered to the Senate. In Senate. Concurrence in Assembly amendments pending. Assembly amendments concurred in. (Ayes 24. Noes 9.) Ordered to engrossing and enrolling.

Summary: Current law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, prohibits the owner of the residential real property from terminating the tenancy without just cause and requires that just cause to be stated in the written notice to terminate tenancy. Current law distinguishes between at-fault just cause and no-fault just cause and defines nofault just cause to mean intent to occupy the residential real property by the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents, withdrawal of the residential real property from the rental market, the owner complying with specified government orders that necessitate vacating the real property, and intent to demolish or to substantially remodel the residential real property. This bill would, with respect to the no-fault just cause related to an eviction based on an intent to occupy the residential real property, require, among other things, that the owner, as defined, or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents occupy the residential real property for a minimum of 12 continuous months as the person's primary residence, as provided.

Notes: Letter Done and Submitted



Maria Elena Durazo

Continued on page 25

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SB 611 (Menjivar D)

**Residential rental properties:
fees and advertisements**

Current Text:

Amended: 5/25/2023

Status: 7/14/2023 Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 6/8/2023) (May be acted upon Jan 2024)



Caroline Menjivar

Summary: Current law regulates the hiring of real property and imposes various requirements on landlords relating to the application for, and leasing of, residential rental property. Current law establishes provisions for the renewal or termination of a hiring of residential real property for an unspecified term. Current law specifies the notice required for the termination of a hiring of residential property for an unspecified term. Current law makes a tenant of real property guilty of unlawful detainer if, among other things, the tenant continues in possession of the real property after giving notice of termination of a hiring of residential property for an unspecified term. This bill would prohibit a landlord or its agent from charging a tenant a fee for serving, posting, or otherwise delivering any notice, as specified in the above-described provisions.



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2023 Assembly of Delegates



National Apartment Association

2023 ASSEMBLY OF DELEGATES

Tue, Nov 14–Thu, Nov 16, 2023 • San Diego, CA

The Assembly of Delegates (AOD) is composed of up to two hundred and fifty (250) delegates from the NAA's ten regions and will be held at the Hilton Bayfront in San Diego. AOD is NAA's largest business meeting of the year, where all NAA and NAAEI Boards, Committees and Task Forces meet, and the new incoming volunteer leadership is installed.

Pre-Registration to the 2023 Assembly of Delegates is complimentary for all attendees who register by November 7, 2023. There is a \$50 registration fee for registrations received AFTER November 7.

Registration includes all NAA committee meetings, Chairman's Welcome Reception, Awards Brunch and Post Installation Reception. The Installation Dinner is a paid ticketed event.

Schedule

Tuesday, November 14, 2023

8:00AM–4:00PM	Lyceum*
11:30AM–5:00PM	AOD Registration
12:00PM–1:00PM	Investment Subcommittee*
1:00PM–2:00PM	NAA & NSC Officers*
2:15PM–3:45PM	Executive Committee*
4:00PM–5:00PM	NAAEC & NAAEI Officers*
5:30PM–6:30PM	NAA Board of Directors Reception*
7:00PM–9:00PM	NAAPAC Recognition Dinner*

*Invitation only

Wednesday, November 15, 2023

7:30AM–4:30PM	AOD Registration
8:00AM–9:30AM	NAAEI Curriculum/Program Administration Committee
8:30AM–9:30AM	NAA Budget & Finance Committee
8:30AM–9:30AM	Marketing & Communication Networking Group
8:30AM–9:30AM	Independent Rental Owners Committee
8:30AM–9:30AM	Apartmentalize Committee
9:45AM–10:45AM	Global Outreach Committee
9:45AM–11:15AM	NAAEI RPM Careers Committee
9:45AM–11:45AM	Legislative Committee

Wednesday, November 15, 2023 (continued)

11:00AM–12:00PM	Membership Committee
11:00AM–12:00PM	Governance Committee
11:00AM–12:00PM	NAA Gives Committee
12:00PM– 1:00PM	Volunteer Leadership Orientation Lunch (Invitation only)
12:00PM– 1:15PM	LUNCH BREAK
1:00PM– 2:30PM	Diversity, Equity & Inclusion Committee
1:00PM– 2:30PM	Affordable Housing Committee
1:00PM– 2:30PM	National Suppliers Council
1:00PM– 2:30PM	Association Executive Council
1:30PM– 2:30PM	CAMT Advisory Board
2:45PM– 3:45PM	NAAPAC Board of Trustees
2:45PM– 3:45PM	NAAEI Budget & Finance Committee
2:45PM– 3:45PM	Technology Committee
2:45PM– 3:45PM	Next Gen Committee
4:00PM– 5:00PM	NAAPAC Ambassadors Committee
4:00PM– 5:00PM	Privatized Military Housing Committee
4:00PM– 5:30PM	NAAEI Board of Directors
4:00PM– 5:30PM	Operations Committee
6:00PM– 7:00PM	Chairman's Welcome Reception Sponsored by NSC

Thursday, November 15, 2023

8:30AM– 9:00AM	Pre-Region Meeting
8:30AM–11:00AM	AOD Registration
9:15AM–10:15AM	Region Meetings
10:30PM–12:00PM	Awards Brunch
12:15PM– 1:45PM	Board of Directors/Assembly of Delegates
6:00PM–6:30PM	Installation Reception
6:30PM–8:30PM	Installation Dinner and Program (Ticketed Event)
8:30PM–10:30PM	Chair's Post Reception

Go to <http://naahq.org> to register.

Questions? Please contact Meghann Patterson at mpatterson@naahq.org.

2023 Yardi Charity Golf Tournament



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- Scott Rodriguez
- Matt Genovese
- Nico Pollero

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- Longest Drive, Men** - Casey Brennan
- Longest Drive, Women** - Sue Eckert





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~ Bob Hart, Santa Barbara Association of Realtors

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Rental Owner Updates

BLINDS OR CURTAINS OR NEITHER??

Do you put blinds or curtains up when preparing a vacancy for rent? Or do you prefer not to put either up? There are advantages and disadvantages to all three options. . .

When blinds were \$4 each, I could treat them as disposable.

But corded blinds are another thing that have been banned from manufacturing. So the cordless blinds are \$15-\$20 each.

If I'm paying \$15-\$20/window, I want something that's less fragile than blinds. So I spend \$4 on a tension rod, and \$10-\$12 for a pair of blackout curtains, and have a window covering for about the same price.

If the tenant doesn't like the color I've chosen, they're easy for me to take down and put into storage, and they can put up their own preferred color. So I don't invest too much into my curtains--because I've also had tenants decide they liked them so much, they preferred to pack them all up on the way out and take them with them.

Deanna [TX]

I replace blinds on turnovers @ \$12 per from HD. I don't sweat the small stuff. I don't deduct from deposits - not worth the dispute hassles - & treat as business expense.

Pmh [TX]

Curtains are much better for energy conservation as black out curtains will keep heat in summer and heat in winter. Cleaning is easy where put in front load washing machine then dry. Blinds often break along can not be repaired. I like the Ikea curtains as some go right to floor providing more insulation.

Robert, Ontario CAN [ON]

In a mid-term, furnished rental unit, I will install the same type of rods and curtains. Nice, heavy black-out curtains.

Even though they may not tend to be too rough on them, the blinds are too hard to keep clean.

That's more work for me or whomever I pay to clean between residents.

DJ [VA]



TENANT SPEAK

If you are a new landlord, you may still be learning the new language spoken by some rental residents. What they say is not always what is really being said. For example, here are a few examples of "Tenant Speak" and the translation given by landlords who have learned the language :)

Why are you moving?

My current landlord is selling the house.

Translation: Landlord is fed up with all the...

I had a Slumlord for a Landlord

Translation: Doesn't fix the things I/we broke

I have a Lab Mix

Translation: Pit bull

There is mold.

Translation: we didn't clean...

We're looking for a private landlord.

Translation: We're looking for someone who doesn't screen tenants.

Please feel free to view and add to our Tenant Speak translations and discussion at www.mrlandlord.com

The logo for The Law Offices of Betty L. Jeppesen features a gavel and several books. The text reads: THE LAW OFFICES OF BETTY L. JEPPESEN
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Santa Barbara Happenings



Terry A. Bartlett – Reetz, Fox & Bartlett LLP

County Planning Department Opens New Online Permitting System

The new online permitting process for the Santa Barbara County Planning and Development Department began in July. Applicants must now apply for permits online through the Accela Citizen's Access Portal, which has already been in use for cannabis business licensing. The county is planning to expand the usage of Accela to other departments.

Upcoming Changes as Downtown State Street Withers

An \$11 million project to revitalize the State Street undercrossing (which still allows vehicle traffic) that leads to the waterfront by adding bike lanes, art, and lighting was approved by the City Council.



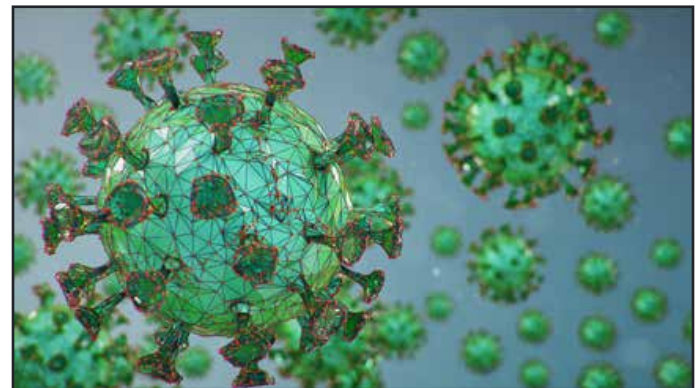
(image Noozhaw.com)

The City Council has also recently discussed State Street's closure as well as disbanding the current State Street Interim Operations Ad Hoc Council Committee. The members of that subcommittee had recommended a deep cleaning of the project area, only two blocks closed to vehicles, a lower speed limit, allowing one way drop offs in front of the Granada Theatre for shows and allowing the Historic Landmarks Committee to have input in the design.

Turns Out: Free Speech Increases Tolerance for Diverse Views

Glenn Harlan Reynolds, a professor at the University of Tennessee College of Law, recently criticized the state of free speech on college campuses. Free Speech allows not only for self-expression but, also, increased open-mindedness in a society by forcing people to face and consider beliefs that are different

from their own. This is why the defense of our first amendment right is important, even when the result of doing so is unpleasant for some people. As an example, Reynolds used an anecdote related by a former law professor who describes her experience as a high school student waiting for members of the American Nazi Party to finish their Holocaust denying speech so that she and her friends could use historical evidence to "tear them to shreds" during the Question-and-Answer period. Reynolds maintains that this method of patiently waiting to debate a person whose ideas you may even find completely repulsive or dangerous is an exercise that is necessary for a free and diverse society. It's called the market place of ideas, and, inevitably, the best ideas rise to the top of people's consciousness.



COVID Lockdown Benefits Dwarfed by Social and Economic Costs

U.S. Government Ordered to Cease Censorship of Social Media

According to a study published by professors Jonas Herby, Steve H. Hanke and Lars Jonung, the strict COVID lockdowns and restrictive measures adopted by many countries likely did not have a significant positive effect on COVID related mortality rates. Specifically, voluntary social distancing alone appeared to prevent more deaths, as evidenced by countries like Sweden, who chose not to impose lockdowns but did implement social distancing and masks.

Prior to this, in October 2020, three professors (Dr. Martin Kulldorf, a professor of medicine at Harvard who specializes in epidemiology, infectious disease and vaccine safety, Dr. Sunetra Gupta an Oxford professor who also specializes in epidemiology and

Continued on page 37



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Santa Barbara Happenings from page 35

infectious disease and vaccine safety, Dr. Sunetra Gupta an Oxford professor who also specializes in epidemiology and infectious disease, and Dr. Jay Battacharya a professor at Stanford University Medical School, physician, epidemiologist, health economist and public health expert) co-authored the Great Barrington Declaration, which was then signed by other doctors and professors. In it they expressed concern about the mental and physical impacts of then "prevailing COVID-19 policies". Instead of total lockdowns they suggested more moderate measures. Since COVID-19 was approximately a thousand times less dangerous to young, healthy people, they argued that young, healthy people should be allowed to live their lives and socialize as normally as possible, to get infected and then overcome the infection thus hastening herd immunity (a stable rate of new infection).

Recently, Wall Street Journal columnist Holman W. Jenkins, Jr. discussed how balanced assessments like those presented in the Great Barrington Declaration were "shelved" and replaced by "a bandwagon frenzy." Holman points out that many dissenting opinions about COVID-19, such as the ones expressed in the Declaration, were censored.

Battacharya states that the Barrington Declaration's proposed COVID response was censored on all social media sites and that now there is evidence that this response (similar to that of Sweden) would have done less harm socially and economically and likely also have resulted in fewer fatalities. He explains that as a scientist he has tried not to be political in order to remain objective but that he acted in this case because the government was abusing its authority and infringing on our rights.

The federal Court of Appeals has since found that the U.S. government had likely engaged in censorship of ideas and ordered that the government "shall take no actions, formal or informal, directly or indirectly, to coerce or significantly encourage social media companies to remove, delete, repress, or reduce....posted social media content containing protected free speech."

Rent Control Ultimately Increases Rents

As rents are regulated by government, property owners take their rented units out of circulation (sell the homes) causing a decrease in supply of rentals. Demand then increases for those units which are still available.

As the economist Thomas Sowell explains: prices indicate value and incentive and when price controls are enacted by the government it leads to a valuation that doesn't reflect the actual supply of, or demand for, the goods in question. There is already less housing in California than the demand for housing requires and *if we don't allow the market to determine the price (value and incentive) in regards to housing this gap will widen further.*

Scientists Turn Tables on Climate Emergency

John Clauser, a Nobel Prize laureate in physics, has joined Ivan Giaever who won the Nobel Prize for a 1973 physics discovery, and other scientists and professionals in signing the "World Climate Declaration." The World Climate Declaration points out errors in the prevailing science around climate, both the causes and the effects of climate change, as well as against the tendency to politicize climate science.

The scientists specifically point out that current models ignore the role of clouds. And that the IPCCs climate models fail to accurately predict climate changes over the last century because the scientists who created them did not account for the influence of cloud cover and the interaction between clouds, sunlight, the ocean, and how all of this effects the levels of atmospheric CO2. Clauser states that a slight increase in cloud cover can counterbalance most of the temperature raising effects of atmospheric CO2. He also notes that CO2 is beneficial to plant life.

Clauser and the other signers of the World Climate Declaration believe that climate change is not drastic enough to be an emergency nor is necessarily the result of human activity and that these types claims are mostly used in order to gain leverage in the area of politics.

Delta Airlines Returning to Santa Barbara with Flights to Atlanta and Salt Lake City

With the addition of Delta, Santa Barbara Airport's overall passenger capacity will increase significantly. Welcome back Delta!



(image Independent.com)

Terry A. Bartlett is a real estate, housing, and landlord-tenant attorney at Reetz, Fox & Bartlett LLP in Santa Barbara.

ORDINANCE NO. 5175

AN URGENT ORDINANCE AMENDING CHAPTER 44, RESIDENTIAL PROPERTY- LANDLORDS AND TENANTS RIGHTS AND DUTIES, OF THE SANTA BARBARA COUNTY CODE TO ADD ARTICLE IV, JUST CAUSE FOR RESIDENTIAL EVICTIONS

The Board of Supervisors of the County of Santa Barbara ordains as follows:

SECTION 1. Chapter 44 of the County Code is hereby amended to add Article IV, JUST CAUSE FOR RESIDENTIAL EVICTIONS to read as follows:

Article IV. - JUST CAUSE FOR RESIDENTIAL EVICTIONS

44-19. Legislative intent and Findings.

(A) Legislative Intent. The purpose of this Article is to adopt a local ordinance that is more protective than state law, as authorized by Civil Code Section 1946.2, governing the rights and duties of landlords and tenants of residential property in the County of Santa Barbara. The requirements herein shall apply to termination notices provided after the effective date of this urgency ordinance and in any unlawful detainer action initiated after the effective of this urgency ordinance.

(B) Urgency Findings. The Board of Supervisors finds that this ordinance is necessary for the immediate preservation of the public peace, health and safety, based upon the declaration of the following facts constituting the urgency:

- (1) Safe, decent, and sanitary housing is a human necessity and right.
- (2) There is a housing shortage in Santa Barbara County, particularly for middle-, moderate-, low-, and very low-income households throughout the County. This shortage is especially pressing in the South Coast with a vacancy rate below 2%.
- (3) Estimates from the California Housing Partnership indicate Santa Barbara County has lost 754 units, or over 10% of "naturally occurring affordable housing" stock within the past 3 years, and is at risk of losing an additional 2,050 units of naturally occurring affordable housing to conversion to luxury housing within the next two years. Their research finds that the growth in private equity has accelerated for-profit acquisitions and conversions of naturally occurring affordable housing units into upscale apartments, pushing low-income tenants out.
- (4) The County of Santa Barbara is also experiencing a housing affordability crisis, which is driving homelessness and displacement of residents.
- (5) The County of Santa Barbara is already experiencing a humanitarian crisis of homelessness and is one of the least affordable communities in the world.
- (6) Increasing rental prices combined with the constrained supply of rental housing in the County can result in displacement of County residents, especially if a household's tenancy is terminated, with impacts particularly affecting low- and moderate-income households.
- (7) The Tenant Protection Act of 2019 established statewide just cause termination of residential tenancy and relocation assistance protections for residential tenants, and also authorized cities and counties to enact more protective local regulations.

(8) This Ordinance addresses an urgent need to protect tenants from termination of residential tenancies, sometimes referred to as evictions, unlawful detainers, or "renovictions," particularly evictions by owners using existing regulations to exploit and displace tenants. Therefore, to preclude further disruption and prevent actions that will displace tenants and reduce affordable housing, this Ordinance is adopted as an emergency ordinance under Government Code section 25123 and section 25131.

C) Binding Finding. The regulations enacted by this Ordinance are more protective than the provisions of Civil Code Section 1946.2. The Board of Supervisors makes this binding finding because this Ordinance provides additional tenant protections and specific requirements for the exercise of no-fault just cause terminations of residential tenancies.

J) Just Cause for Terminations of Residential Tenancy.

- 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 44-25.

K) Relocation Assistance Payments for No-Fault Just Cause Terminations of Residential Tenancy.

- 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 County Code Section 44-2.
- 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.

L) Applicability.

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 both of the following: 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; or a mobilehome.

(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, unless the housing is a mobilehome

(H) Residential real property, including a mobilehome, 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:
 - (i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.
 - (ii) A corporation.
 - (iii) A limited liability company in which at least one member is a corporation.
 - (iv) Management of a mobilehome park, as defined in Civil Code 798.2.
- (2)

(i) 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.”

(ii) For a tenancy existing before the effective date of this Article, the notice required under subsection H.2.i of this section may, but is not required to, be provided in the rental agreement.

(iii) For any tenancy commenced or renewed on or after the effective date of this Article, the notice required under subsection H.2.i must be provided in the rental agreement.

(iv) Addition of a provision containing the notice required under subsection H.2.i to any new or renewed rental agreement or fixed-term lease constitutes similar other terms for the purposes of Section 44-25(B)(1)(v).

(l) 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.

44-23 Just Cause Termination of Residential Tenancy 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.

44-24 Remedies.

The requirements herein shall apply to any termination notices provided after the effective date of this urgency ordinance and in any unlawful detainer action initiated after the effective date of this urgency ordinance:

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

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

(C) Failure of a landlord to comply with any of the provisions of this Chapter shall provide the tenant a defense to any unlawful detainer action. This section supersedes Section 44-2, subsection (9).

(D) Injunctive Relief: A tenant may seek injunctive relief on his or her own behalf and on behalf of other affected tenants to enjoin the landlord's violation of this Chapter.

(E) Remedies are non-exclusive: Remedies provided in this section are in addition to any other existing legal remedies and not intended to be exclusive.

(F) Any violation of this chapter shall entitle the aggrieved tenant to actual damages according to proof and costs and attorney's fees.

44-25 Definitions.

As used in this Article, the following terms have the meanings set forth in this section:

(A) EARLY TENANT ALERT NOTICE. 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 44-23.

(B) JUST CAUSE. At-fault just cause and no-fault just cause, as follows:

(1) At-fault just cause, which is any of the following:

(i) Default in the payment of rent.

- (ii) 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.
- (iii) 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.
- (iv) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (v) The tenant had a written lease that terminated on or after January 1, 2020, or January 1, 2022, if the lease is for a tenancy in a mobilehome, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (x) 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.
- (xi) 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:


- (i) The owner seeks in good faith to recover possession of the rental unit for use and occupancy by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents. For leases entered into on or after July 1, 2020, or July 1, 2022, if the lease is for a tenancy in a mobilehome, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property.
- (ii) The owner seeks in good faith to recover possession to permanently withdraw the rental unit from the rental market.
- (iii) The owner seeks in good faith to comply with any of the following:
 - a. An order issued by a government agency or court relating to habitability that necessitates permanently vacating the rental unit.
 - b. An order issued by a government agency or court to permanently vacate the rental unit.
 - c. A local ordinance that expressly requires permanently vacating the rental unit.
- (iv) The owner seeks in good faith to recover possession to totally demolish or to substantially remodel the rental unit, provided the owner has done all of the following:
 - a. Given the tenants an early tenant alert notice advising the tenants of the Owners intent to terminate the tenancy in reliance on this subsection.
 - b. Obtained all permits necessary to carry out the demolition or substantial remodel from applicable governmental agencies.
 - c. Served the tenants with a copy of the permits along with a written notice stating the reason for the termination, the type and scope of work to be performed, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work requires the tenant to vacate the residential real property for at least 30 days. The copy and notice shall be contained in or served concurrently with the notice of termination required by Section 44-23.
- d. Filed with the Community Services Department, a copy of the documents served on the tenant.

(C) EVICTION. For purposes of this ordinance only, Eviction means a termination of residential tenancy, either with at-fault or no-fault just cause.

(D) OWNER. An owner as defined in Civil Code Section 1954.5.1.

(E) QUALIFIED TENANT. A tenant who has continuously and lawfully occupied a rental unit for 12 months.

AYES: Supervisors Williams, Capps, Hartmann and Lavagnino
NOES: None
ABSTAIN: None
ABSENT: Supervisor Nelson


DAS WILLIAMS
CHAIR
BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By 
Deputy Clerk

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By 
Deputy County Counsel

(F) RENT. The total consideration charged or received by an owner in exchange for the use or occupancy of a rental unit.
(G) RENTAL UNIT. Any unit in any real property, regardless of zoning status, including the land appurtenant thereto, that is rented or available for rental for residential use or occupancy (regardless of whether the unit is also used for other purposes).

(H) SUBSTANTIALLY REMODEL. 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.

(I) TENANT. 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 2. Except as amended by this Ordinance the Santa Barbara County Code shall remain unchanged and shall continue in full force and effect.

SECTION 3. This urgency ordinance is adopted pursuant to California Government Code Sections 25123(d) and 25131 and shall take effect immediately upon its approval by at least a four-fifths vote of the Board of Supervisors.

SECTION 4. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Supervisors hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 5. Before the expiration of 15 days after passage of this urgency ordinance, the entire ordinance shall be published once together with the names of the members of the Board of Supervisors voting for and against the same in the *Santa Barbara News-Press*, a newspaper of general circulation published in the County of Santa Barbara in compliance with Government Code Section 25124.

PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this 6th day of April, 2023, by the following vote:

ORDINANCE NO. 5186

AN ORDINANCE AMENDING CHAPTER 44, RESIDENTIAL PROPERTY-LANDLORDS AND TENANTS RIGHTS AND DUTIES, OF THE SANTA BARBARA COUNTY CODE TO AMEND ARTICLE IV, JUST CAUSE FOR RESIDENTIAL EVICTIONS, AND ADD ARTICLE V, MANDATORY RIGHT OF FIRST REFUSAL AND MANDATORY OFFER OF RESIDENTIAL LEASE

The Board of Supervisors of the County of Santa Barbara ordains as follows:

SECTION 1. Chapter 44 of the County Code, Article IV, titled Just Cause for Residential Evictions, Section 44-22 is hereby amended to read as follows:

44-22 Applicability.

Chapter 44, Article IV and V, apply 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 both of the following: 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, or a mobilehome.
- (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, unless the housing is a mobilehome
- (H) Residential real property, including a mobilehome, that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:
 - (i) The owner is not any of the following:
 - (i) A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.
 - (ii) A corporation.
 - (iii) A limited liability company in which at least one member is a corporation.
 - (iv) Management of a mobilehome park, as defined in Civil Code 798.2.

- (Z) 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 (c)(5) and 1946.2 (e)(8) of the Civil Code and the owner is not 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."

- (i) For a tenancy existing before the effective date of this Article, the notice required under subsection H.2.i of this section may, but is not required to, be provided in the rental agreement.
- (ii) For any tenancy commenced or renewed on or after the effective date of this Article, the notice required under subsection H.2.i must be provided in the rental agreement.
- (iii) Addition of a provision containing the notice required under subsection H.2.i to any new or renewed rental agreement or fixed-term lease constitutes similar other terms for the purposes of Section 44-25(D)(V).

- (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.

SECTION 2. Chapter 44 of the County Code, Article IV, titled Just Cause for Residential Evictions, Section 44-24 is hereby amended to read as follows:

44-24 Remedies.

The requirements herein shall apply to any termination notices and in any unlawful detainer action initiated after the effective date of this ordinance:

- (A) Failure to provide each of the notices required by this Article shall be a defense to any unlawful detainer action.
- (B) Failure to include all required information in the notices required by this Article shall be a defense to any unlawful detainer action.
- (C) Failure of an owner to plead and prove compliance with any of the provisions of this Chapter shall provide the tenant a defense in any action to recover possession.
- (D) This section supersedes Section 44-2, subsection (9).
- (E) Injunctive Relief: A tenant may seek injunctive relief on his or her own behalf and on behalf of other affected tenants to enjoin the landlord's violation of this Chapter.

- (F) Remedies are non-exclusive: Remedies provided in this section are in addition to any other existing legal remedies and not intended to be exclusive.
- (G) Any violation of this chapter shall entitle the aggrieved tenant to actual damages according to proof and costs and attorney's fees.

SECTION 3. Chapter 44 of the County Code, Article IV, titled Just Cause for Residential Evictions, Section 44-25 is hereby amended to read as follows:

44-25 Definitions.

As used in this Article, the following terms have the meanings set forth in this section:

- (A) **EARLY TENANT ALERT NOTICE.** 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 44-25.
- (B) **JUST CAUSE.** At-fault just cause and no-fault just cause, as follows:

(1) At-fault just cause, which is any of the following:

- (i) Default in the payment of rent.
- (ii) 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.
- (iii) 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.
- (iv) Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (v) The tenant had a written lease that terminated on or after January 1, 2020, or January 1, 2022, if the lease is for a tenancy in a mobilehome, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.
- (vi) Criminal activity by the tenant on the rental unit, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (b) 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.

- (vii) 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.
- (viii) 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.
- (ix) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (x) 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.
- (xi) 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:

- (i) The owner seeks in good faith to recover possession of the rental unit for use and occupancy by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents. For leases entered into on or after July 1, 2020, or July 1, 2022, if the lease is for a tenancy in a mobilehome, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property.
- (ii) The owner seeks in good faith to recover possession to permanently withdraw the rental unit from the rental market.
- (iii) The owner seeks in good faith to comply with any of the following:
 - a. An order issued by a government agency or court relating to habitability that necessitates permanently vacating the rental unit.
 - b. An order issued by a government agency or court to permanently vacate the rental unit.
 - c. A local ordinance that expressly requires permanently vacating the rental unit.
- (iv) The owner seeks in good faith to recover possession to totally demolish or to substantially remodel the rental unit, provided the owner has done all of the following:

Article V. Mandatory Right of First Refusal and Mandatory Offer of Residential Lease

44-26 - Applicability

In addition to the exceptions provided in Section 44-22, Article V of Chapter 44 shall not apply to:

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

44-27 - Mandatory Right of First Refusal

(A) For termination of tenancy pursuant to Section 44-25(B)(2), the owner shall provide the tenant of the unit at the time of termination a written right of first refusal to re-occupy the unit when it is ready to be occupied or for up to two years, whichever is earlier, if:

- (1) The tenant has provided to the owner current contact information at which to receive an right of first refusal to re-occupy the unit.
- (2) The tenant returns to the owner an affirmative written acceptance of the offer to return to and rent the unit within thirty days of delivery.

(B) The written offer to re-occupy the unit shall include a written rental price, the proposed terms, and any security deposit required.

- (1) Where applicable, the rental price shall be established in accordance with Civil Code § 1954.53.
- (2) Where applicable, the term offered shall be in accordance with Article V. 44-28 Mandatory Offer of Residential Lease.

44-28 Mandatory Offer of Residential Lease

- (A) If a tenant or prospective tenant wishes to rent a rental unit from an owner and if the owner wishes to rent the rental unit to the tenant or prospective tenant, the owner must offer to the tenant or prospective tenant a written lease which has a minimum term of one year. The offer must be made in writing. The owner's signing of a lease which has a minimum term of one year shall be considered an offer in writing.
- (B) If the tenant or prospective tenant accepts the offer of a written lease which has a minimum term of one year, this acceptance must be in writing, dated and signed by the tenant. The tenant or prospective tenant's signing of a lease signed by the owner which has a minimum

- a. Given the tenants an early tenant alert notice advising the tenants of the Owners intent to terminate the tenancy in reliance on this subsection.
- b. Obtained all permits necessary to carry out the demolition or substantial remodel from applicable governmental agencies.
- c. Served the tenants with a copy of the permits along with a written notice stating the reason for the termination, the type and scope of work to be performed, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work requires the tenant to vacate the residential real property for at least 30 days. The copy and notice shall be contained in or served concurrently with the notice of termination required by Section 44-23.
- d. Filed with the Community Services Department, a copy of the documents served on the tenant.

(C) **EVICTION.** For purposes of this ordinance only, Eviction means a termination of residential tenancy, either with at-fault or no-fault just cause.

(D) **OWNER.** An owner as defined in Civil Code Section 1954.51.

(E) **QUALIFIED TENANT.** A tenant who has continuously and lawfully occupied a rental unit for 12 months.

(F) **RENT.** The total consideration charged or received by an owner in exchange for the use or occupancy of a rental unit.

(G) **RENTAL UNIT.** Any unit in any real property, regardless of zoning status, including the land appurtenant thereto, that is rented or available for rental for residential use or occupancy (regardless of whether the unit is also used for other purposes).

(H) **SUBSTANTIALLY REMODEL.** 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. To qualify, the substantial remodel must be for the primary purpose of bringing the rental unit into compliance with applicable health and safety codes. 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.

(I) **TENANT.** 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 4. Chapter 44 of the County Code, titled **RESIDENTIAL PROPERTY - LANDLORDS AND TENANTS RIGHTS AND DUTIES**, is hereby amended to add Article V titled **Mandatory Right of First Refusal and Mandatory Offer of Residential Lease** to read as follows:

- (C) term of one year will be considered an acceptance. The tenant shall bear the burden of proving that they accepted the lease offer.
If the tenant or prospective tenant rejects the offer for a written lease which has a minimum term of one year, this rejection must be in writing and signed by the tenant on a dated single-page form which is either: (1) made available through the County's website; or (2) prepared by the owner or tenant to communicate the rejection. On or after the date the rejection is signed and delivered, the owner and tenant or prospective tenant may then enter into an agreement, that provides for a rental term of less than one year. The owner shall have the burden of proving that the lease offer was made to the tenant and whether the tenant accepted or rejected the offer.
- (D) If the owner and tenant enter into a written lease which has a minimum term of one year, such lease must set the rent for the rental unit at a rate or rates certain and these rates shall not be otherwise modified during the initial term of such lease.
If both the owner and the tenant wish to continue the rental relationship, upon the expiration of the initial lease which has a minimum term of one year, a lease shall be offered again in accordance with the procedures of this section.
 - a) Leases with a term of one year shall be offered annually.
 - b) Leases with a term longer than one year shall be renewable at the expiration of each lease period for a minimum term of one year.
 - c) A landlord shall offer annually a written lease with a minimum term of one year to a tenant who rejected an initial offer of a written lease with a minimum term of one year but who has rented a unit from the landlord for a period of at least twelve months.
- (E) If the owner does not wish to continue the rental relationship, then at the time the owner delivers notice of such termination, the tenant shall be offered a one-session conciliation meeting with the owner using a publicly funded housing mediation service, if available, or a qualified mediator of mutual choice and provided at mutual expense. The results of any conciliation meeting shall not be binding unless agreed to by the owner and tenant. A tenant need not participate in a conciliation meeting. The remedies available under this chapter shall not be affected by a tenant's inability or refusal to participate in conciliation.
- (G) If a rental unit is rented without a written lease, then within 90 days after the effective date of the ordinance codified in this chapter, the owner shall offer a written lease to the tenant in accordance with the Civil Code.

SECTION 5. Except as amended by this Ordinance the Santa Barbara County Code shall remain unchanged and shall continue in full force and effect.

SECTION 6. This Ordinance shall take effect and become operative 30 days from the date of its adoption by the Board of Supervisors. Before the expiration of 15 days after its passage a summary of it shall be published once together with the names of the members of the Board of Supervisors voting for and against the same in the Santa Barbara News-Press, a newspaper of general circulation published in the County of Santa Barbara.

PASSED, APPROVED, AND ADOPTED by the Board of Supervisors of the County of Santa Barbara, State of California, this 11th day of July, 2023, by the following vote:

AYES: Supervisors Williams, Capps and Hartmann
NOES: Supervisors Nelson and Lavagnino
ABSTAIN: None
ABSENT: None


DAS WILLIAMS
CHAIR

BOARD OF SUPERVISORS
COUNTY OF SANTA BARBARA


ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By 
Deputy Clerk

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By 
Deputy County Counsel

(2) 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 limit 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 (a)(5) and 1946.2 (a)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 850 of the Internal Revenue Code; (2) a partnership; (3) a limited liability company in which at least one member is a corporation."

- (i) For a tenancy existing before the effective date of this Article, the notice required under subsection II.2.1 of this section may, but is not required to, be provided in the rental agreement.
 - (j) For any tenancy commenced or renewed on or after the effective date of this Article, the notice required under subsection II.2.1 must be provided in the rental agreement.
 - (k) Addition of a provision containing the notice required under subsection 1.2 to any new or renewed rental agreement or first-term lease constitutes similar other terms for the purposes of Section 4-2-5(p)(1)(c).
- (l) Increasing required by deed, regulatory restriction contained in an agreement with a governmental agency, or other recorded document as a "habitable house" for persons and families of very low, low, or moderate income, as defined in Section 50293 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 50293 of the Health and Safety Code or comparable federal statutes.

SECTION 2. Chapter 44-24 is hereby amended to read as follows:

44-24 Remedies

The requirements herein shall apply to any termination notices ~~noted after the effective date of this ordinance~~ and in any lawful claim or action in which the effective date of the ~~ordinance~~ ordinance:

- (A) Failure to provide each of the notices required by this Article shall be a defense to any unlawful detainer action.
- (B) Failure to include all required information in the notices required by this Article shall be a defense to any unlawful detainer action.
- (C) Failure of an owner to read and comply with any of the provisions of this Chapter shall provide the tenant a defense in any action to recover possession of the ~~property~~ ~~unit~~.
- (D) This section shall apply to Section 14-2, subsection (9).

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 44, RESIDENTIAL PROPERTY- LANDLORDS AND TENANTS RIGHTS AND DUTIES, OF THE SANTA BARBARA COUNTY CODE TO AMEND ARTICLE IV, JUST CAUSE FOR RESIDENTIAL EVICTIONS, AND ADD ARTICLE IV, MANDATORY RIGHT OF FIRST REFUSAL, AND MANDATORY OFFER OF RESIDENTIAL LEASE.

The Board of Supervisors of the County of Santa Barbara ordains as follows:

SECTION 1. Chapter 44 of the County Code, Article IV, titled Just Cause for Residential Evictions, Section 44-22 is hereby amended to read as follows:

44-22. Applicability.

Chapter 44, Article IV and V, to Chapter 44 apply to all rental units except

- (A) Transient and seasonal occupancy as defined in Civil Code Section 1940(f);
- (B) Housing accommodations in a hospital, religious facility, extended care facility, residential care facility for the elderly, as defined in Section 1509.2 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 a institution of higher education or a kindergarten and grades 1 to 2, junior high school;
- (D) Housing accommodations in which the tenant sits as bathroom or kitchen facilities with the owner who maintains their principal residence at the rental unit;
- (E) Single-family owner-occupied residences, including both of the following: A residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, a necessary dwelling unit for a junior accessory dwelling unit, or a mobilehome;
- (F) A property containing two separate dwelling units within a 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 to occupy, 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 unless the housing is a mobilehome

(H) Residential real property, including a mobilehome, that is a tenable structure from the fit to any other dwelling unit, provided that both of the following apply:

- (i) The owner is not any of the following:
 - (A) A real estate investment trust, as defined in Section 850 of the Internal Revenue Code;
 - (B) A corporation;
 - (C) A limited liability company in which at least one member is a corporation;
 - (D) Management of a mobilehome park, as defined in Civil Code Section 798.2.

- at-fault or no-fault just cause eviction of the tenant who is a victim of domestic violence.
- (vii) 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.
- (viii) 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.
- (ix) Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (x) 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.
- (xi) 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:

- (i) The owner seeks in good faith to recover possession of the rental unit for use and occupancy by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents. For leases entered into on or after July 1, 2020, or July 1, 2022, if the lease is for a tenancy in a mobilehome, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property.
- (ii) The owner seeks in good faith to recover possession to permanently withdraw the rental unit from the rental market.
- (iii) The owner seeks in good faith to comply with any of the following:
 - a. An order issued by a government agency or court relating to habitability that necessitates permanently vacating the rental unit.
 - b. An order issued by a government agency or court to permanently vacate the rental unit.
 - c. A local ordinance that expressly requires permanently vacating the rental unit.

(E) Injunctive Relief: A tenant may seek injunctive relief on his or her own behalf and on behalf of other affected tenants to enjoin the landlord's violation of this Chapter. (F) Remedies are non-exhaustive: Remedies provided in this section are in addition to any other existing legal remedies and are intended to be exclusive. (G) Any violation of this chapter shall entitle the aggrieved tenant to actual damages according to provisions established in California law.

SECTION 3. Chapter 41 of the County Code, Article IV, titled Just Cause for Residential Evictions, Section 44.23 is hereby amended to read as follows:

44-25 Definitions.

As used in this Article, the following terms have the meanings set forth in this section: (A) EARLY TENANT ALERT NOTICE: An additional written notice of no-fault just cause termination of a tenancy provided at least 30 days before the notice of termination required by Section 44-23. (B) NO-FULT CAUSE: A no-fault just cause, as follows:

(1) A-fault just cause, which is any of the following:

- (i) Default in the payment of rent.
- (ii) 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.
- (iii) Maintenance, committing, or permitting the maintenance or commission of a crime as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
- (iv) Committing waste as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.
- (v) The tenant had a mobilehome tenancy entered into after January 1, 2020, or January 1, 2022, if the lease is for a tenancy in a mobilehome, and all of a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with same or previous provisions, provided that those provisions do not violate this section or any other provision of law.
- (vi) 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 in 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

SECTION 4. Chapter 44 of the County Code, titled RESIDENTIAL PROPERTY, LANDLORDS AND TENANTS RIGHTS AND DUTIES, is hereby amended to add Article V titled Mandatory Right of First Refusal and Mandatory Offer of Residential Lease to read as follows:

Article V. Mandatory Right of First Refusal and Mandatory Offer of Residential Lease

44-216 - Applicability

In addition to the exceptions provided in Section 44-221, Article V of Chapter 44 shall not apply to:

- (A) Commercial units occupied by a tenant who subleases the unit to another tenant for less than one year;
- (B) A rental unit where the owner's intent is to sell, or consideration for selling may include a written rental agreement or contract;
- (C) A monthly open-ended vacation rental.

44-217 - Mandatory Right of First Refusal

(A) For a term notice of tenancy pursuant to Section 44-255(4)(a), if the owner shall provide the tenant of the unit at the time of termination a written right of first refusal to re-occupy the unit which it is ready to be occupied for up to two years, which term is set forth:

- (1) The tenant has provided to the owner current contact information which he receives in the right of first refusal to re-occupy the unit;
- (2) The tenant returns to the owner an administrative written acknowledgment of the offer to return to and from the unit within thirty days of delivery;

(B) The written offer to re-occupy the unit shall include a written rental price, the proposed lease, and any security deposit required.

- (1) Where applicable, the rental price shall be established in accordance with Civil Code § 4920.24;
- (2) Where applicable, the term offered shall be in accordance with Article V, 44-218 Mandatory Offer of Residential Lease.

44-218 Mandatory Offer of Residential Lease

(A) If a tenant requests to lease a rental unit which is not a rental unit for a term greater than one year, the owner shall offer to lease the rental unit to the tenant on the same terms and conditions as the offer to lease the rental unit for a term of one year. The offer must be made in writing. The owner's signing of a lease which has a minimum term of one year shall be considered an offer in writing.

(c) The owner shall in good faith to recover possession to a validly demonstrated or substantially remedied, the rental unit, provided the owner has done all of the following:

- a. Given the tenant an early notice advising the termination of the tenancy in accordance with the subsection;
- b. Obtained all permits necessary to carry out the demolition or substantial remedial work from applicable governmental agencies;
- c. Provided the tenant with a copy of the permits along with a written notice stating the reason for the termination, the type and scope of work to be performed, why the work cannot be reasonably completed if a tenant remains in the unit, the location, and why the work requires the tenant to vacate the residential real property for at least 30 days. The copy and notice shall be executed in accordance with the provisions of termination set forth in Section 44-219;
- d. Filed with the Community Services Department a copy of the documents set forth or the tenant;

(5) **DEFINITION.** For purposes of this ordinance or any action means a substantial residential tenancy, either with a valid or no-fault just cause.

(6) **OWNER.** An owner as defined in Civil Code Section 1954.51

(7) **QUALIFIED TENANT.** A tenant who has continuously and lawfully occupied a rental unit for 12 months

(8) **RENT.** The total cost deduction charged or received by an owner in exchange for the use or occupancy of a rental unit

(9) **RENTAL UNIT.** Any unit in any real property, regardless of zoning status, including the landlord's unit, that is rented or available for rental use for occupancy purposes or whether the unit is also used for other purposes

(10) **SUBSTANTIALLY REMEDIATED.** The replacement or substantial modification of any structural, electrical, plumbing, or mechanical system and 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. The owner shall be reasonably accomplished in a safe manner if the tenant in 30 days and that substantially remedial must be for the or many purposes of bringing the rental unit into compliance with applicable health and safety codes. Substantial remedial work shall include reasonable steps, including painting and cleaning, minor repairs, routine maintenance, or of a week the unit be periodically without the need for a permit

(11) **TENANT.** Any tenant, tenant, subtenant, lessee, or assignee, or person entitled by written or oral agreement to occupy a rental unit, or any successor of any of the foregoing

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