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Table of Contents

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Santa Barbara, CA 93105

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an appointment

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March 2024

SBRPA President's Message	5
<i>Betty L. Jeppesen, Esq., SBRPA President</i>	
Calendar of Events	9
<i>Upcoming Industry events – Virtual and Regular</i>	
Real Estate Markets in the Tri-Counties	11
<i>March 21st Presentation by SBRPA Board member Mike Lopus</i>	
CalRHA Legislative Day	13
<i>April 9-10, 2024 Sacramento, CA</i>	
CalRHA (California Rental Housing Association)	15
<i>Legislative Update, Kate Bell, KateBellStrategies.com</i>	
AG Bonta Consumer Alerts	19
<i>Guidance to Protect California Tenants and Remind Property Managers and Landlords of their Legal Obligations</i>	
Business Partner Directory	25
<i>List of Business Partners</i>	
Meet our Business Partner	27
<i>Coastal Housing Partnership</i>	
NAA – National Apartment Association	29
<i>The Advocate, March 12-13, Washington DC</i>	
CalRHA Press Releases	31
<i>Property Insurance Regulations & Support for AB2278</i>	
Santa Barbara Happenings	33
<i>Terry A. Bartlett, Reetz, Fox & Bartlett, LLP</i>	
City of Goleta Emergency Ordinance	36
<i>Ordinance No. 23-18U Tenant Protections Ordinance</i>	
Directory of Products and Services	46
<i>Index of Advertisers</i>	

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President's Message



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

The most important information to give you this month is to remind you that SB567 which was approved and signed into law by the Governor will go into effect beginning **April 1, 2024**.

This Bill makes changes to California Civil Code Sections 1946.2 and 1947.12 relating to termination of tenancy; no-fault just causes and gross rent increases.

Please remember that if your property qualifies to be exempt and you have given the appropriate notice to the tenant, you need not worry about these changes because they do not apply to you. But, the notice must be IN the rental agreement and any renewal thereof. Also recall that in order to take advantage of these rights, the tenant must be a "qualified tenant" which means that they have resided in the rental unit for more than 12 consecutive months and no new tenant has moved in either.

Under the new law, if an owner (who has the right to do so by having that language included in the rental agreement), wishes to terminate a tenancy because he or a close family member, as defined, or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents wishes to occupy the unit, they must now move in within 90 days of the tenant vacating AND occupy the rental unit as their primary residence for at least 12 consecutive months.

If this does not happen, then the owner must offer the unit to the tenant who vacated at the same rent and lease terms as the tenant had AND must pay to the tenant reasonable moving expenses incurred in excess of any relocation payments made to the tenant.

The owner must notify the tenant IN THE NOTICE OF TERMINATION of the tenant's right to relocation assistance.

Any failure of an owner to strictly comply with the statutory requirements shall render the notice of termination void.

For the reason of substantial remodel or withdrawal from the rental market, there are more steps to follow. For a substantial remodel or to demolish the unit, the owner must provide the tenant with written notice and specified information including a description of the substantial remodel to be completed and the expected duration of the repairs, or the expected date by which the property will be demolished, and a copy of the permits required to

undertake the substantial remodel or demolition.

There are new enforcement mechanisms with respect to the provisions described, including by making an owner who attempts to recover possession of a rental unit in material violation of the provisions, liable to the tenant (in a civil action for damages) up to 3 times the actual damages, in addition to punitive damages. The Attorney General and the City Attorney or County Counsel within whose jurisdiction the unit is located, may bring actions for injunctive relief against the owner.

Existing law, limits non-exempt properties from increasing rent more than 5% plus CPI with a maximum of 10% (currently 9.2% for Santa Barbara) in any 12 month period prior to the increase. The new law makes an owner who demands, accepts, receives, or retains any payment or rent in excess of the maximum rent increase allowed, as prescribed, liable in a civil action to the tenant upon a showing that the owner acted willfully or with oppression, fraud or malice, liable to the tenant for damages up to 3 times the amount by which any payment exceeds the maximum allowable rent. The law also authorizes the Attorney General and the City Attorney or County Counsel to enforce the provisions of the law and bring an action for injunctive relief.

In addition to this state-wide law change coming into effect April 1, 2024, the City of Goleta enacted its Urgency Ordinance on December 19, 2023 and will be holding a public hearing or hearings before this local Ordinance is made permanent. The ordinance includes, among many other things, a 3 month rent relocation amount and additional provisions concerning a termination of tenancy based on a substantial remodel, including the offer to the previous tenant the first right of refusal to move back in once the remodel is completed. The offer must be made AFTER



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BETTY L. JEPPESEN

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1514-1520 GARDEN ST SANTA BARBARA CA 93101



EXTENSIVELY REMODELED 11-UNIT ASSET ON 2 LARGE DOWNTOWN PARCELS

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\$690,909/Unit · 5.21% CAP

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Tucked away in picturesque downtown Santa Barbara, this meticulously re-modeled residential income property—designated a Structure of Merit by the Historic Landmarks Commission—presents a prime investment opportunity with 11 units on two large parcels. The asset features high-quality finishes, new appliances, updated plumbing and electrical, mix of vaulted ceilings, wood-tile flooring, A/C units, large, updated windows inviting a flood of natural light, separate entrances and serene private spaces for all bedrooms, new 40-year roofs and solar panels, new landscaping with flower and fruit gardens, washer/dryers in each unit, off-street parking and MORE!

Contact listing agents for details & showings

STEVE GOLIS
805.879.9606
sgolis@radiusgroup.com
CA Lic. 00772218

MIKE LOPUS
805.879.9637
mlopus@radiusgroup.com
CA Lic. 01970736

ANETA JENSEN
805.879.9624
ajensen@radiusgroup.com
CA Lic. 01994822

COMING SOON!

1715 DE LA VINA ST.
Duplex (2) 1BD/1BA

1721 DE LA VINA ST.
Fourplex (1) 2BD/1BA, (1) 2BD/1BA
(2) 1BD/1BA
Co-listed with Brad Frohling



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President's Message from page 5

all the permit remodel work has been completed and must remain open to the tenant for 30 days.

I ask that you read the Goleta Urgency Ordinance and email the Goleta Mayor and City Council with any of your concerns before this comes before the Council in either March or April. The time to speak is now or forever hold your peace as they say...

Betty L. Jeppesen

President of the Santa Barbara Rental Property Association

[Editor's Note: The Goleta "Urgency Ordinance 23-18U" is reprinted at the back of the magazine.

Contact emails for Goleta Mayor & City Council:

Goleta Mayor Paula Perotte:
pperotte@cityofgoleta.org

Councilmember Luz Reyes-Martín:
lreyes-martin@cityofgoleta.org

Councilmember Stuart Kasdin:
skasdin@cityofgoleta.org

Councilmember James Kyriaco:
jkyriaco@cityofgoleta.org

Mayor Pro Tempore Kyle Richards:
krichards@cityofgoleta.org]



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1001 & 1021 Cypress Ave, Lompoc
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Adjacent properties totaling 60 units, available together:

- 1001 Cypress Ave — 24 units
- 1021 Cypress Ave — 36 units

JUST SOLD

414 W Figueroa St, Santa Barbara
LISTED AT \$4,998,000

Christos represented the seller of this 10-unit property near downtown Santa Barbara comprised of large units totaling 10,505 SF of living space. The property is in the Medium AUD Density Overlay.



2023 SUCCESS: **123 units** for a total value of **\$45M**

SBRPA Calendar



Real Estate Markets in Tri-Counties

Thu., March 21, 2024, 1:00–2:15PM
WorkZone, El Paseo, Santa Barbara, CA

New board member Mike Lopus will give members a presentation/overview of the tri-counties real estate markets. The talk will include a review of 2023 transactions in San Luis Obispo, Santa Barbara, and Ventura counties, as well as a look forward to what we expect to see in 2024.

Members \$10, non-members \$50.
See page 11



2024 Legislative Day

Tue.-Wed., April 9-10, 2024
Sheraton Grand Hotel, Sacramento, CA

4/9: Guest Presentation & Legislative Reception
2:00-5:00PM Guest speakers on Politics & Policy
5:30-7:30PM Legislative Reception

4/10: Meetings with Legislators/Staff
9:00AM-3:00PM Various meetings

See page 13.

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
3	4	5	6	7	8	9
Daylight Savings	11	12 NAA's The Advocate	13	14	15	16
St Patrick's Day	18	19	20	21 Real Estate Market Mtg	22	23
24	25	26	27	28	29 Good Friday	30
31 Happy Easter						



2024 Q1 EVENTS

Advocate

Tue.-Wed., March 12-13, 2024
Grand Hyatt Washington, Washington DC

NAA's annual advocacy conference – is the prime opportunity to meet with your representatives by joining rental housing suppliers, property managers, owners and operators. See page 29 for details.

The landlord for SBRPA's office building requires the outside doors be locked at all times due to security issues. If you want to visit the SBRPA office, please contact us in advance so we can unlock the door for you! We would love to have you visit. Email admin@sbrpa.org or call 805-687-7007

HAPPY
Easter

Welcome New Members

George Logan, Elle Bentley, Katy Graham,
Michelle King, Lee Wilkerson,
Susana Quintero, Justin Hwang,
Francie Berezo, Jeanne Palumbo,
Russell Goodrow & Cassandra Blanchette

Welcome New Business Partners

Driven Capital Partners, LLC
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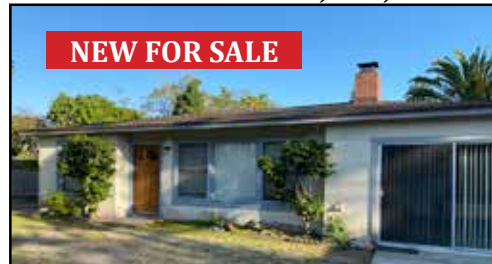
UPCOMING	Santa Barbara	14 Apartment Units	\$ 5,250,000
FOR SALE	Isla Vista	Rental SFR	\$ 1,450,000
FOR SALE	Lompoc	Commercial + Vacant Lot	\$ 895,000
SOLD	Santa Barbara	19 Apartment Units	\$ 4,800,000 (Buyer)
SOLD	Santa Barbara	Commercial Condo Suite	\$ 875,000 (Seller)
SOLD	Santa Barbara	8-Key Hospitality	\$ 5,200,000 (Seller)
SOLD	Carpinteria	Mixed-Use / Hospitality	\$ 5,650,000 (Seller)
SOLD	Gaviota	Development Parcel	\$ 4,285,000 (Seller)
SOLD	Isla Vista	Development Lot	\$ 2,500,000 (Seller)
SOLD	Santa Barbara	Commercial Retail	\$ 2,150,000 (Buyer)
SOLD	Santa Ynez	Commercial Vacant Lot	\$ 900,000 (Seller)
SOLD	Santa Barbara	4 Apartment Units (beach)	\$ 8,835,000 (Seller)
SOLD	Santa Barbara	Mixed-Use 2 Spaces + SFR	\$ 4,887,500 (Seller)
SOLD	Santa Barbara	8 Apartment Units	\$ 5,950,000 (Seller/Buyer)
SOLD	Santa Barbara	5 Apartment Units	\$ 3,950,000 (Seller/Buyer)
SOLD	Santa Barbara	2 Development Lots	\$ 2,600,000 (Seller/Buyer)
SOLD	Isla Vista	Development Lot	\$ 750,000 (Seller/Buyer)

SANTA BARBARA \$5,250,000



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REAL ESTATE MARKETS IN THE TRI-COUNTIES-

DATE: Thursday, 3/21/2024

TIME: 1:00 PM – 2:15 PM

LOCATION: Work Zone, Paseo Nuevo

Join us on March 21st for a presentation by new SBRPA board member, Mike Lopus. Mike will discuss the past 2023 Multifamily Real Estate Market as well as the 2024 future trends in the tri-counties.

Program highlights will include:

- Review of 2023 real estate market
 - Rental rates for Santa Barbara, San Luis Obispo and Ventura counties
 - New developments & proposed units for Santa Barbara
 - San Luis Obispo county market transactions, rental rates and trends
 - West Ventura county market transactions, rental rates and trends
 - North and south Santa Barbara county market transactions, rental rates and trends, and
 - Isla Vista student housing transactions, rental rates and trends
- Forecast of 2024 real estate market

Q&A session will follow presentation, with suggestions on how to best position your properties in the current market environment.

Register online at www.sbrpa.org
Members \$10 • Non-members \$50



Multi-family units for sale



Mike Lopus joined Radius in 2021 in association with Steve Golis in his market-leading multi-family practice. Prior to Radius, Mike specialized in the acquisition and disposition of multi-family and commercial investment properties throughout California's highly competitive San Francisco Bay Area and Sacramento regions. Since starting his career in 2013, he has brokered numerous sale and lease transactions across a variety of property types including multi-family, medical, hospitality and retail. Between 2022 and 2023 Mike alongside Steve Golis have purchase and sold over \$193,000,000 in multifamily assets.

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You're Invited!



2024 LEGISLATIVE DAY

April 9 - 10, 2024
Sacramento

April 9, 2024

Guest Presentations & Legislative Reception

2:00pm - 5:00pm

Guest Speakers on Politics & Policy

Sheraton Grand Hotel - 1230 J St, Sacramento, CA 95814

5:30pm - 7:30 pm

Legislative Reception

Mayahuel - 1200 K St, Sacramento, CA 95814

April 10, 2024

Meetings with Legislators/ Staff

9:00am - 3:00pm

1021 O Street, Sacramento, CA 95814

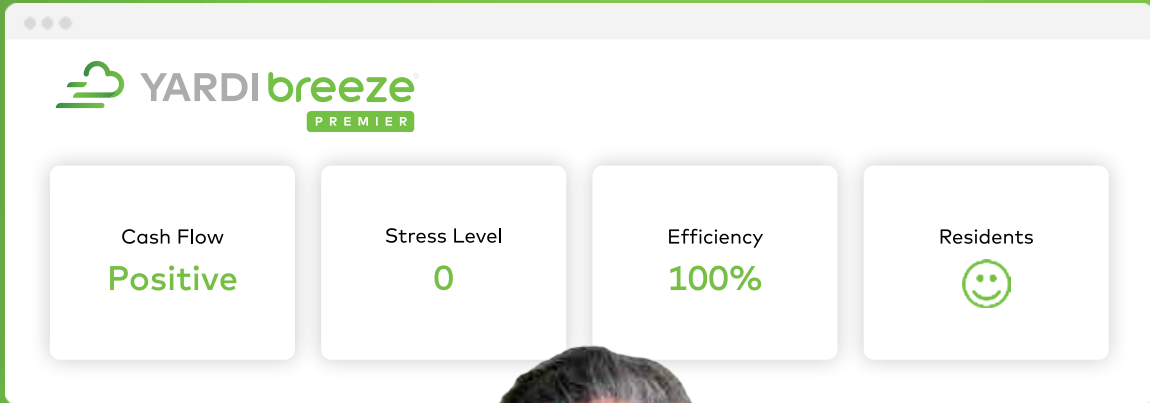


Hotel Accommodations

Special CalRHA guest rates at the Sheraton Grand Hotel

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3. Click Corp/Promo Code and enter K6Y
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CalRHA Legislative Updates



Kate Bell, *KateBellStrategies.com*

February 2024

Public Policy Update

Political / Senate Committee Update

The Senate Pro Tem, Mike McGuire (D-Healdsburg) has now taken the helm in the Senate and announced several changes to the Senate Committees, which can be found on Senator McGuire's website (sdo2senate.ca.gov). Of note, Senator Scott Wiener (D-SF) is now the Chair of the Senate Budget Committee, Senator Nancy Skinner (D-Berkeley) is Chair of Senate Housing Committee, and Senator Anna Caballero (D-Merced) is the new Chair of Senate Appropriations. Senator Tom Umberg (D-Santa Ana) retained his Chairmanship of the Judiciary Committee.



Mike McGuire
Senate ProTem



Scott Wiener
Chair, Budget Committee



Nancy Skinner
Chair, Senate
Housing Committee



Anna Caballero
Chair, Senate
Appropriations



Tom Umberg
Chair, Senate
Judiciary Committee

Full membership of the Housing Committee is:

- Senator Nancy Skinner (D-Berkeley), Chair
- Senator Rosilicie Ochoa Bogh (R-Yucaipa), Vice-Chair
- Senator Catherine Blakespear (D-Encinitas)
- Senator Anna M. Caballero (D-Merced)
- Senator Dave Cortese (D-San Jose)

- Senator Susan Talamantes Eggman (D-Stockton)
- Senator Caroline Menjivar (D-San Fernando Valley)
- Senator Steve Padilla (D-San Diego)
- Senator Kelly Seyarto (R-Murrieta)
- Senator Thomas J. Umberg (D-Santa Ana)

Full membership of the Senate Judiciary Committee is:

- Senator Thomas J. Umberg (D-Santa Ana), Chair
- Senator Roger W. Niello (R-Fair Oaks), Vice-Chair
- Senator Benjamin Allen (D-Santa Monica)
- Senator Angelique V. Ashby (D-Sacramento)
- Senator Anna M. Caballero (D-Merced)
- Senator María Elena Durazo (D-Los Angeles)
- Senator John Laird (D-Santa Cruz)
- Senator Dave Min (D-Irvine)
- Senator Henry I. Stern (D-Los Angeles)
- Senator Aisha Wahab (D-Hayward)
- Senator Scott Wilk (R-Santa Clarita)

Legislative Update

The bill introduction deadline is this Friday, February 16th. There will be many more bills coming into print in the coming days. However, several bills are highlighted below.

In 2024, CalRHA is working with Assemblymember Wendy Carrillo (D-Los Angeles) as a sponsor to her bill which would have the Housing and Community Development Department publish the correct allowable rent increases every August. This will provide clarity and reliability for rental property providers.



Assemblymember
Wendy Carrillo

Furthermore, CalRHA has been advocating for a shallow rent subsidy for tenants who are at risk of losing housing. Therefore, we are pleased to support the legislation that has been introduced on

Continued on page 17

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on the issue in 2024 in the form of AB 1813 (Alanis, R-Modesto) and AB 2498 (Zbur, D-Santa Monica). It will continue to be a priority for CalRHA to advocate for not just rental property providers, but for the necessary assistance for tenants that are in need of additional resources.



Assemblyperson
Juan Alanis



Assemblyperson
Rick Chavez Zbur

Bills of interest to date, include:

AB 2059 (Flora, R-Ripon)

Tenancy: Obligations of Landlords: Repairs. This bill would prohibit a landlord from being liable for dilapidations rendering the premises untenable, unless the landlord receives written or oral notice of the dilapidations and the landlord is given a reasonable time to repair the dilapidations.



Assemblyperson
Heath Flora

AB 2114 (Irwin, D-Thousand Oaks)

Exterior Elevated Elements: Inspection. This bill would also allow licensed civil engineers to perform balcony inspections.



Assemblyperson
Jacqui Irwin

AB 2187 (Bryan, D-Culver City)
Office of Tenants' Rights and Protections. Placeholder bill stating the intent of the Legislature to enact subsequent legislation to establish the Office of Tenants' Rights and Protections.



Assemblyperson
Isaac Bryan

AB 2493 (Pellerin, D-Santa Cruz).

Tenancy: Application Screening Fee: Waiting List. Would prohibit a landlord or their agent from charging an applicant an application screening fee to be entered onto a waiting list when they know or should have known that no rental unit is available at that time or will be available within a reasonable period of time.



Assemblyperson
Gail Pellerin

AB 2498 (Zbur, D-Santa Monica)

Housing: the California Housing Security Act. Would, upon appropriation of the Legislature, establish the California Housing Security Program to provide a housing subsidy to eligible persons, as specified, to reduce housing insecurity and help Californians meet their basic housing needs. To create the program, the bill would require the Department of Housing and Community Development to establish a 2-year pilot program in up to 4 counties, as specified. The bill would require the department to issue guidelines to establish the program that include, among other things, the amount of the subsidy that shall be the amount necessary to cover the portion of a person's rent to prevent homelessness, but shall not exceed \$2,000 per month.



Assemblyperson
Rick Chavez Zbur



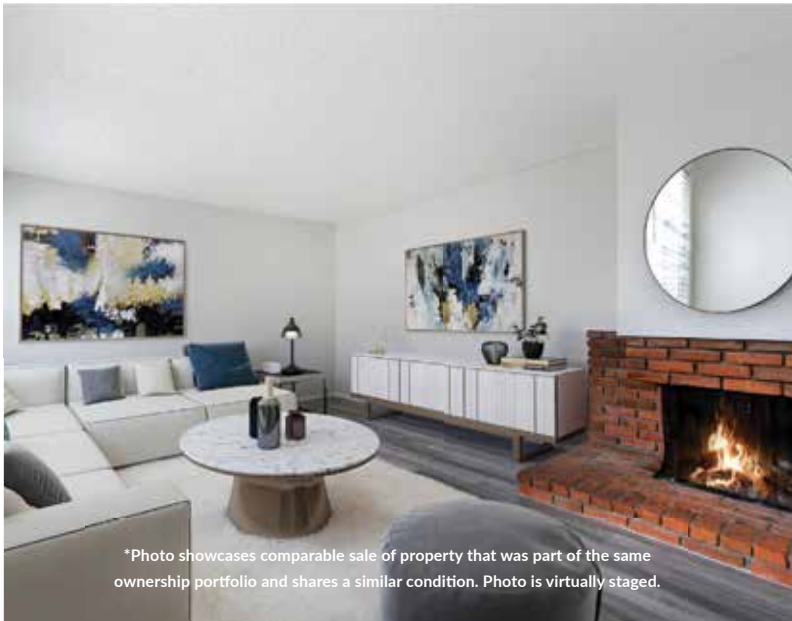
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JUST LISTED!



8-DUPLEX PORTFOLIO IN GOLETA | LISTED AT \$11,995,000

Unique opportunity to own a portfolio of Towbes-built duplexes in highly sought-after Goleta locations, each with the added potential for an ADU (Accessory Dwelling Unit). These spacious, well-maintained townhouse-style duplexes offer an ideal investment potential attracting families, tech employees, and UCSB students. All properties in this portfolio boast new windows and roofs ensuring worry-free ownership and minimal maintenance for a future owner. An additional opportunity exists in acquiring this portfolio at a lower price per duplex compared to recent sale comps, along with the potential to sell off individual properties in the future. Each duplex presents a versatile unit mix consisting of three and two bedrooms and large floor plans ranging from 2,430 SF to 2,840 SF. These duplexes are situated in University Village near UCSB, Goleta tech center, Camino Real and more.



*Photo showcases comparable sale of property that was part of the same ownership portfolio and shares a similar condition. Photo is virtually staged.



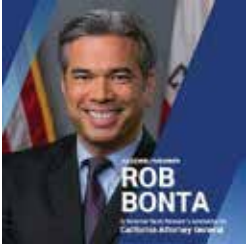
THE CENTRAL COAST'S PROVEN LEADERS FOR BUYER & SELLER REPRESENTATION OF MULTIFAMILY INVESTMENTS

JON STANDRING | FOUNDER | DRE#01892163

805-626-0112 | JON@BEACHSIDEPARTNERS.COM



BEACHSIDE PARTNERS



California Attorney General Bonta

Issues Consumer Alerts, Guidance to Protect California Tenants and Remind Property Managers and Landlords of their Legal Obligations

Please be aware that the California Attorney General has issued the following information regarding rental housing. For specific city and county rules, contact your local housing agency or join one of CalRHA's local affiliates for the latest news and updates.

February 7, 2024

SAN FRANCISCO – California Attorney General Rob Bonta today issued five consumer alerts advising California tenants of their rights and protections under state law, and alerting property managers and landlords of their obligations to tenants. The consumer alerts cover information about the Tenant Protection Act (TPA), security deposits, habitability, and the eviction process. The 'Know Your Rights as a Tenant' consumer alert includes a new chart outlining, for each county, the maximum annual rent increase currently allowed under the TPA and is available in 24 languages. Both property owners and property managers must familiarize themselves with the requirements of the TPA and other landlord-tenant laws to ensure that they are acting in compliance with those laws.

"If you live in a rented home in California, you have rights. California law protects tenants from San Diego to Siskiyou— regardless of immigration status or employment status, race, or gender identity," said Attorney General Bonta. "California law protects you from eviction without a court order, discrimination, and retaliation. Most tenants are also protected from evictions without just cause and large rent hikes. I urge all Californians to familiarize themselves with their tenant rights, and to seek immediate help if they believe their landlord is violating the law. Information on tenant rights should be accessible, easy to understand, and available to all Californians, and today's consumer alerts aim to do just that."

According to the California Budget and Policy Center, almost 17 million Californians – 44% of all state residents – live in homes that are rented and over half of California renter households are housing cost-burdened, placing them at increased risk of housing instability and homelessness. Californians who are especially likely to be renters include those with lower incomes.

Californians who are facing eviction or believe their landlord has violated their tenant rights should seek

legal help immediately. If you cannot afford a lawyer, you may qualify for free or low-cost legal aid. To find a legal aid office near where you live, visit LawHelpCA (<https://www.lawhelpca.org/issues/housing/landlord-and-tenant-issues>) and click on the "Find Legal Help" tab. If you do not qualify for legal aid and need help finding a lawyer, visit the California State Bar webpage to find a local certified lawyer referral service, or visit the California Courts' webpage for tenants facing evictions.

The alerts issued today provide guidance for tenants and landlords, and cover information including the following:

Know Your Rights as a Tenant

- Your rent can generally be increased by no more than 10% a year.
- You can only be evicted by court order, and generally only for "just cause."
- Your landlord must repair health and safety issues.
- Your landlord must return your security deposit and must itemize deductions within 21 days of you moving out.
- Your landlord must provide reasonable accommodations if you have a disability.
- Your landlord cannot discriminate against you or retaliate against you for exercising your tenant rights.

Obligations as a Landlord or Property Manager under the Tenant Protection Act (TPA)

- Rent may not be increased more than 5% plus the change in the cost of living (pursuant to the Consumer Price Index) or 10% total, whichever is lower, over the course of any 12-month period.
- After living in their unit for 12 months, tenants can only be evicted for just cause, as listed in the TPA.

Continued on page 23






Vacancy DECONTROL vs. CONTROL

Vacancy decontrol allows rental property owners to bring rents to fair market rates when a tenant moves out.

A 2024 ballot initiative seeks to ban vacancy decontrol and instead allow local governments to limit the rent that property owners can set for move-ins (vacancy control). For property owners who have owned their property for many years, rents are often 30% to 40% below market for long term renters. Under vacancy control, owners who are renting below market may never catch up, as shown in the example below.

Ex. A tenant first rents a 1-bedroom apartment in 2020 at \$1,400 per month. Assuming a local rent cap of 3% per year, the rent is \$1,530 in 2023 when the tenant vacates the unit.

What is the rent you can set upon vacancy and the financial impact of vacancy decontrol vs. control? Over a five-year period, you could lose \$14,901 for each 1-bedroom rental unit.

	✔		✘
			
	Decontrol	Difference	Control
Starting Rent	Owner is allowed to set monthly rent at current fair market value of \$1,757.		Owner is prohibited from raising rent to fair market and is restricted to \$1,530.
Year 1	\$21,717	-\$2,806	\$18,911
Year 2	\$22,369	-\$2,891	\$19,478
Year 3	\$23,040	-\$2,978	\$20,062
Year 4	\$23,731	-\$3,067	\$20,664
Year 5	\$24,443	-\$3,159	\$21,284

Total Loss over 5 years: -\$14,901

Can you afford these losses?

**Stop
Vacancy
Control**
Contribute now!



ⁱ RentCafe: <https://www.rentcafe.com/average-rent-market-trends/us/md/california/>

HELP STOP RENT CONTROL INITIATIVE



FACTSHEET



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.

PROPERTY OWNERS WHY IT MATTERS

Your rental income and property value will decline.

If you are renting your units below market, you may never catch up because the initiative allows local jurisdictions to "cap" how much you may increase rent following a vacancy.

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

From the SBRPA website Contribute-->CalRHA to donate.



\$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.

For Sale: 6 Units in Lompoc



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- For no-fault evictions, tenants are entitled to relocation assistance equal to one month of rent.
- Cities or counties may have additional rent-control laws and eviction protections.

Security Deposits

- After July 1, 2024, for most landlords, the security deposit is limited to one month's rent.
- Security deposits may be used only for (1) past-due rent; (2) the cost of repairing damages caused by tenants or their guests, not including ordinary wear and tear; (3) the cost of cleaning property so that it is as clean as when the tenant first moved in; and (4) the cost of replacing or restoring the landlord's personal property, if the rental agreement says this is allowed.
- Within 21 days after move-out, the landlord must send the tenant an itemized statement of any deductions from the security deposit and return the rest of the deposit.
- City or county rules may have more tenant protections or landlord requirements. For example, some cities make landlords pay interest on security deposits.

The Right to a Safe and Well-Maintained Home

- Your landlord must keep your home safe and fit to live in, regardless of the home's condition when you moved in. Your landlord must provide:
 - Working plumbing, including hot and cold water and sewage disposal.
 - Safe and working electrical equipment and wiring, including lighting.
 - Heating.
 - Walls and roofs that keep out rain and wind.
 - Unbroken windows and doors, with working locks.
 - Working smoke detectors and carbon monoxide detectors.
 - Safe fire or emergency exits.
 - Adequate pest control for rodents (like rats) and insects (like roaches and bed bugs).
 - Adequate sanitation, including enough trash cans, and clean common areas.

- Floors, stairways, and railings in good repair.
- Repairs to prevent and fix health hazards, such as fire hazards, visible mold, or dampness.

- You have a right to ask your landlord to repair any unsafe or unhealthy conditions. If your landlord refuses to make repairs, seek help right away. Tell your local code enforcement office, local building department, or local health department about any unsafe or unhealthy conditions.
- You may be entitled to relocation assistance. If the conditions are so bad that your immediate health or safety is in danger, the city or county may make you leave the property immediately and may also require your landlord to pay for you to relocate to a new home.
- Withholding rent may put you at risk of eviction. If your landlord refuses to make repairs, seek legal help before deciding whether to stop paying rent.

Evictions

- If you get an eviction notice, read it carefully and try to fix the issue in the eviction notice before the deadline. Get legal help if you have questions about the eviction notice or if there is something wrong with it.
- If you get eviction-related court documents, get legal help right away. Evictions can move fast, and you could lose a court case automatically if you take too long to act.
- You may have defenses against certain types of evictions. There are also laws protecting you from discrimination and retaliation.
- Your landlord cannot evict you without a court order. It is illegal for a landlord to lock you out, shut off your utilities, or move your things to force you out. Only a Sheriff, a Marshall, or their deputies may evict you, and only with a court order.

In addition to statewide protections, some cities and counties have additional rental protections, including stricter limits on rent increases than the TPA and additional just cause requirements. Californians should check what protections are in place where they live. For more information and resources, visit <https://oag.ca.gov/housing>.

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SETTING RENT AMOUNTS

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- Maximize monthly rent
- Minimizing vacancy period

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- Budgeting for large capital expenses

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Business Partner Directory

Welcome to SBRPA's Business Partner Directory, a special group created for our Vendors and Suppliers. You get a free listing in the Business Partner Directory on the SBRPA website, with your logo and a link to your profile, which is a separate page with your logo, address and contact information, an overview of your company as well as a link to your own website. You can also include LinkedIn/Facebook URLs and Twitter/Instagram handles. To join, fill out the application on the facing page, or call the office if you would like a hard copy sent to you. For more information about Business Partners, contact Lori Zahn, Chair, SBRPA Business Partnerships, 805-451-2712.



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Coastal Housing Partnership Rental Listing Site

P.O. Box 50807, Santa Barbara 93150 • 805-450-5698

Coastal Housing Partnership hosts a Rental Listing Site for Landlords/Property Managers. This site is FREE for local landlords to post their residential rental listings in Santa Barbara County and Ventura County. Feature your property to over 45,000 local employees and 60+ companies. List your property with confidence on the rental listing site that boasts a dynamic tenant pool. The site can be accessed only by employees of our member companies. For more information and to register for our site, go to <https://rentals.coastalhousing.org/>



Sol Wave Water

636 Santa Barbara St., Santa Barbara, CA 93101 805-845-5443

Welcome to Sol Wave Water. With over 28 years of experience in all facets of the "water world", we know our industry and the local water. Our mission is to provide you with the best solutions to your water issues: dingy laundry, frizzy hair, spotty glasses and dishes, longevity for your water-using appliances and ease of mind. We offer a full line of equipment for sale as well as rentals, 5-gallon bottle delivery, water vending machines, and demo units. If you already have a system, we offer service and maintenance plans including the delivery of salt and potassium. Locally owned and operated. Sol Wave Water delivers to your home or office. Now offering bottled water in Santa Barbara, Montecito, Santa Ynez Valley and Ventura County! For more info: <https://solwavewater.com/>

Welcome new members Driven Capital Partners, LLC and 3713 Portofino Way, LLC
Business information and write-ups will be in next month's magazine.



FREE RENTAL LISTING SITE

FOR RENT

List your property with confidence on our rental listing site that boasts a dynamic tenant pool. Our site can be accessed only by the employees of local member companies.

For questions or help with your listing
Contact: Kym Paszkeicz
kym@coastalhousing.org
805-450-5698



"A TERRIFIC RESOURCE! IT TAKES ABOUT 2 MINUTES TO REGISTER AND ABOUT 5 MINUTES TO POST A RENTAL PROPERTY! YOUR PROPERTY WILL BE VIEWED BY THE EMPLOYEES OF COASTAL HOUSING'S 60 AREA MEMBER COMPANIES THAT EMPLOY 45,000 LOCAL WORKERS!"

~ Bob Hart, Santa Barbara Association of Realtors

For 35 years, Coastal Housing Partnership has helped local employers attract, hire and retain valued employees by providing a suite of housing benefits. More than 60 local employers are members of Coastal Housing Partnership and employ over 45,000 local workers.

Meet our Business Partners

Coastal Housing Partnership



Free Rental Listing Site! Rentals.CoastalHousing.org

Savvy local landlords and property managers have been using rentals.coastalhousing.org to post and fill their rental unit vacancies quickly and easily and at no cost to them. Over 45,000 local employees can view these listings, since their employers are part of Coastal Housing Partnership's network.

Nonprofit Coastal Housing Partnership hosts this rental listing service for local landlords and property managers to advertise their residential listings in Santa Barbara, Ventura, and San Luis Obispo Counties.

There is no charge for the local employees of Coastal Housing Partnership member companies to use the site.

"I was able to secure a rental unit on the Coastal Housing Partnership website and I didn't have to worry about all those scammers that can be so prevalent on the other apartment sites"

- UCSB employee

It is easy to create and post your rental listing(s) when you do have a vacancy with the help of instructional videos and dedicated staff to walk you through the process.

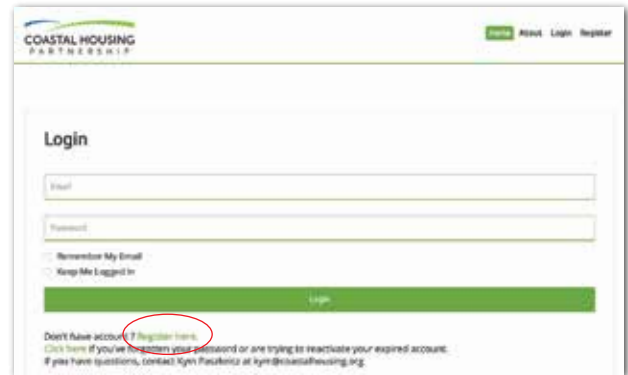
Once you create your listing, you can easily post it, update it, remove it, or archive it for future postings.



"The Coastal Partnership rental site is a terrific resource that makes it easy to find a reliable tenant employed here locally."

- Bob Hart, former Association Director
Santa Barbara Association of Realtors

To get started, go to rentals.coastalhousing.org and click [Register here](#) (see below). On the next page, click the green Landlords box and fill out your profile – then you are ready to post.



For more information on how to post your rental vacancies, you can contact Kym, Program Manager for the site. Kym can also set up a zoom training call with your leasing team.



Corby Gage & Kym Paszkeicz

Kym's contact information:
kym@coastalhousing.org
PH: 805-969-1025.

Since 1987, Coastal Housing Partnership has helped local employers attract and retain valued employees by providing them with an array of housing benefits from home buying education and home purchase savings to rental assistance. [Rentals.coastalhousing.org](https://rentals.coastalhousing.org) was launched in 2021 in response to requests from member employers for this service.

Benefits to Landlords and Property Managers

- A targeted audience of local employees
- Easy to publish properties
- Ease of copying listing for properties with multiple vacancies
- Ability to archive property listings for future use
- Effective alternative to national platforms.

What property managers say about Rentals.CoastalHousing.org

"We have been using Rentals.CoastalHousing.org since 2021 and have had a good experience. The platform is easy to navigate when posting rentals and we have had a positive response in terms of inquiries about our properties. We are happy to be part of a wonderful organization that assists local employees find housing".

*– Brianna Strother
Assistant Broker/Office Manager
California Oaks Property Management*

"Coastal Housing Partnership's rental site is easy to use, and they provide a high quality of rental prospects since their renters are employed with excellent local employers."

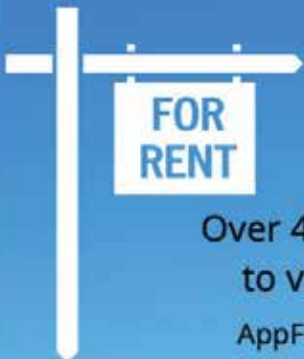
*– Jason Sunukjian
LYNX Property Management, Inc.*



Program Manager Kym Paszkeicz & Executive Director Corby Gage greet people at the Coastal Housing Partnership table during SBRPA's Charity Golf Tournament

List your rental properties for FREE to thousands of local employees!

Funded by nonprofit Coastal Housing Partnership



List your residential properties at Rentals.CoastalHousing.org

Over 45,000 local employees from 50+ companies have free access to view your properties on this rental listing service, including:

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Arthrex
Cottage Health
County of Santa Barbara
Chumash Casino

Deckers Outdoor
Direct Relief
Lockheed Martin
Procure
Raytheon

Santa Barbara City College
Santa Barbara School District
Teledyne FLIR
UCSB faculty & staff
Yardi Systems

Questions? 805-450-5698 kym@coastalhousing.org

NAA Education Institute (NAAEI)



National Apartment Association



As the new Congress settles into Capitol Hill, the time has come to introduce members to the rental housing industry. Advocate – NAA’s annual advocacy conference – is the prime opportunity to meet with your representatives by joining rental housing suppliers, property managers, owners and operators in Washington D.C. on March 12-13, 2024. [NOTE: NAA Governance meetings will continue March 14-15.]

Pre-registration for Advocate is complimentary for all attendees who register on or before March 5, 2024. After this date, registration must be done on-site and will be subject to a \$50 charge. You can register online at the NAA website <https://www.naahq.org>, or by calling 833-86-MYNAA.

Congressional offices may restrict the number of people allowed to participate in meetings on Capitol Hill during Lobby Day. Registering for Advocate does not guarantee that you will be able to participate in a meeting. Please make sure you are working with your local affiliate if you are planning to attend a meeting.

EXPERIENCE

[NAAPAC Happy Hour](#) (sponsored by the National Suppliers Council)

Mix and mingle with your peers for an hour of refreshments, networking, and fun, including exciting raffle prizes provided by the National Suppliers Council. All raffle proceeds support the NAA Political Action Committee (NAAPAC).



Keynote Speaker

Amy Walter

For more than 25 years, Amy Walter has built a reputation as an accurate, objective, and insightful political analyst with unparalleled access to campaign insiders and decision-makers. Known as one of the best political journalists covering Wash-

ington, she is the publisher and editor-in-chief of the non-partisan *Cook Political Report with Amy Walter*, where she provides analysis of the issues, trends, and events that shape the political environment.

Resources

Scheduling and Holding a Hill Visit

Hill visits with your members of Congress will be organized by your NAA affiliate and will likely be subject to additional restrictions from Congress.

If you are interested in participating in a meeting, first register for the Advocate event and indicate your intent to participate in meetings on Capitol Hill. We will be advising affiliates of their registered members on a regular basis.

Resources for scheduling Hill Visits are available online, including a List of Congressional Scheduling Staff and sample meeting request letters for both the House and the Senate. Contact Seth Turner with any questions sturner@naahq.org.

NAA ADVOCATE SCHEDULE

Tuesday, March 12

- 9:00AM – 4:00PM Leadership Lyceum (Inv. Only)
- 10:30AM – 12:00PM NAA Executive Committee (Inv. Only)
- 11:30AM – 1:00PM NSC Executive Committee (Inv. Only)
- 12:00AM – 5:00PM Registration
- 1:00PM – 2:00PM First Timers | Hill 101 Session
- 1:30PM – 2:30PM NAA & NSC Officers (Inv. Only)
- 1:30PM – 5:00PM Lobby Day Materials Center
- 2:00PM – 3:45PM Issues Briefing and Mock Hill Training
- 4:00PM – 5:00PM Keynote Speaker
- 5:30PM – 6:00PM Board of Directors Reception (Inv. Only)

Wednesday, March 13

- 7:30AM – 10:00AM Lobby Day Materials Center
- 7:30AM – 5:00PM Lobby Day Headquarters
- 7:30AM – 5:00PM Lobby Day on Capitol Hill
- 8:00AM – 5:00PM Registration
- 5:00PM – 6:30PM Lobby Day Reception

Thursday, March 14

- 7:30AM – 5:30PM Registration
- 8:00AM – 9:30AM Operations Committee
- 8:00AM – 9:30AM Governance (Invitation Only)
- 8:30AM – 9:30AM Affordable Housing
- 8:30AM – 9:30AM Apartmentalize Committee
- 9:00AM – 12:00PM Privatized Military Housing Roundtable
- 9:45AM – 10:45AM Global Outreach Committee
- 9:45AM – 10:45AM Marketing & Communications Committee
- 9:45AM – 10:45AM Independent Rental Owners Committee
- 9:45AM – 11:15AM NAAEI RPM Careers Committee
- 9:45AM – 11:45AM Legislative Committee
- 11:00AM – 12:00PM Membership Committee
- 11:00AM – 12:00PM CAMT Advisory Board
- 11:00AM – 12:00PM Investment Subcommittee (Invitation Only)
- 12:00PM – 1:00PM LUNCH on your own

Thursday, March 14 (continued)

- 12:00PM – 1:00PM NAA Committee Chair and Vice Chair
- 1:00PM – 2:30PM Welcome Lunch with Media Training (Invitation Only)
- 1:00PM – 2:30PM NAAEI Curriculum/Program Admin Committee
- 1:00PM – 2:30PM NAA Budget & Finance
- 1:00PM – 2:30PM National Suppliers Council
- 1:00PM – 3:45PM Association Executive Council
- 2:45PM – 3:45PM Diversity, Equity, & Inclusion Committee
- 2:45PM – 3:45PM NAAPAC Board of Trustees
- 2:45PM – 3:45PM NAAEI Budget & Finance Committee
- 2:45PM – 3:45PM Technology Committee
- 2:45PM – 5:00PM Next Gen Committee
- 4:00PM – 5:00PM NAAPAC Ambassadors
- 4:00PM – 5:00PM Nominating Committee
- 4:00PM – 5:00PM Privatized Military Housing Committee
- 4:00PM – 5:00PM #NAA Gives Committee
- 4:00PM – 5:30PM NAAEI Board of Directors
- 4:00PM – 5:30PM State Affiliate AE Forum
- 5:30PM – 6:30PM NAAPAC Happy Hour
Sponsored by the National Suppliers Council

Friday, March 15

- 8:00AM – 11:00AM Registration
- 8:00AM – 9:00AM Board Breakfast
- 9:15AM – 10:15AM Region Meetings
- 10:30AM – 12:00PM Board of Directors Meeting

PRESS RELEASES

February 14, 2024

CalRHA issued the press release below calling on Insurance Commissioner Lara to expedite solutions for stabilizing California's property insurance. This was in response to Lara's announcement earlier this week regarding the regulatory process and timeline for adoption.



Comissioner Ricardo Lara

SACRAMENTO, Calif. – The California Rental Housing Association (CalRHA) commends California Insurance Commissioner Ricardo Lara for taking action and proposing regulations to stabilize the property insurance market.

Proposed regulations aim to streamline submission requirements, ensure timely delivery of crucial information, and mandate that insurers provide necessary data for the Insurance Commissioner's assessment of rate appropriateness to verify they are not excessive, inadequate, or unfairly discriminatory.

"Rental property owners who provide housing for millions of Californians have been overly burdened by the sharply increasing costs of homeowners insurance and long delays in processing coverage policies, ultimately causing us to carry the financial burden," said Earle Vaughan, CalRHA President. "We appreciate the Insurance Commissioner engaging to find a solution and urge him to expedite the process."

Commissioner Lara is now receiving public comment on the regulations. Anyone may submit written comments to the Department of Insurance until March 26, 2024, at which time the Commissioner will hold a public hearing.

We look forward to working with Commissioner Lara to address California's increasingly complex and costly insurance market.

February 16, 2024

CalRHA sponsors AB 2278 (W. Carrillo) to provide clarity on maximum allowable rent increases.

SACRAMENTO, Calif. – The California Rental Housing Association (CalRHA) is proud to sponsor AB 2278 (W. Carrillo), a newly introduced bill that will require the California Department of Housing and Community Development (HCD) to publish maximum rent increases per region each year, protecting property owners from potential violations and lawsuits while providing tenants clarity on potential increases to their rent. AB 2278 expands on previous legislation, AB 1482 (Chiu), which prohibits owners from increasing a tenant's rent by more than 5% plus inflation, or 10%, whichever is lower. Yet, no agency is required to stipulate that figure, causing confusion for property owners. AB 2278 (W. Carrillo) would require that the HCD clearly stipulate the maximum rent increase.



Assemblywoman Wendy Carrillo

"Assemblywoman Wendy Carrillo's AB 2278 is a simple, straightforward fix to a glaring issue. It would provide property owners with clear thresholds on maximum allowable rent, maintaining the viability of keeping rent at a fair, equitable cost for Californians," said Earle Vaughan, CalRHA President. "This bill would directly impact numerous rental housing associations and property owners across the state and support them with defined guidelines enabling safe and fair practices."

According to the previous legislation, AB 1482, "the percentage change in the cost of living" is defined by the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. Using this method, property owners are able to service tenants with visibility and clarity on rental payments. AB 2278 will clarify this process, ensuring full transparency for all parties involved.

We look forward to working with Assemblywoman Wendy Carrillo, the Legislature, and the Governor to continue to tackle the housing crisis and to promote quality affordable housing for all Californians.

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Santa Barbara Happenings



Terry A. Bartlett – Reetz, Fox & Bartlett LLP

Santa Maria-Santa Barbara as Number 1 Emerging Housing Market

Santa Maria-Santa Barbara has attained the number one spot on the Wall Street Journal's most recent Emerging Housing Markets Index. It was likely that merging the Santa Maria and Santa Barbara markets allowed for this development. Santa Barbara has a median home price of more than \$1 million which makes it inaccessible for many prospective buyers, but also has better wages and amenities than many markets making it more desirable. This desirability, along with the rise in remote work has allowed for many buyers who can afford to live here to do so. International homebuyers make up 3.3% of Santa Barbara's listing viewership (versus the 1.4% national average) for instance. Santa Maria meanwhile has a relatively low median home prices for the central coast (\$665,000) and is also near to Santa Barbara and San Luis Obispo which makes it desirable as well.

New Santa Barbara City Manager

Kelly McAdoo will be the new city administrator starting in May. Sarah Knecht has been serving as city administrator since the previous city administrator Rebecca Bjork retired in 2022. McAdoo has been city manager of Hayward, California for more than 20 years and had previously been part of the Palo Alto and Fremont city governments. She holds degrees in political science, international studies and public administration. Welcome aboard.



Image SBIndependent.com

The County's Biggest Boondoggle Ever and You are Paying for It

The Tajiguas Landfill and Resource Recovery Center which was supposed to divert recyclable materials from the landfill extending its capacity by years is predicted to be full by 2026. The largely unsuccessful facility costed around \$250 million dollars (including interest) which is being charged to residents in their waste disposal bills. Although, the landfill is currently seeking a new operator, it is un-

likely that a new operator will be able to overcome operational, regulatory and financial challenges that the facility faces. Environmental dreams for the project failed because the separating system did not work as hoped and the demand for recycled products evaporated meaning the items we "recycle" in blue bins wind up buried with ordinary trash.

Unintended Outcomes of Rent Control

A recent review of the literature on rent control published by the National Multifamily Housing Council found that "rent regulation programs reduce the supply of housing in communities across the nation – therefore increasing housing costs." The author of the review points out that, although governments try to mitigate the effects of rent control on the production of new housing using methods, such as only regulating the rents on units of a certain age, the returns to investors will always be reduced if rent is lowered which leads to less money available for the development of new housing by property owners. Instead of rent control policies, increased access to housing assistance programs that use means-based testing is a more effective program to provide and keep housings supply.

Santa Barbara County's Housing Element in Compliance with State Law

The County of Santa Barbara's Housing Element, which plans to build at least 5,664 units of housing in the unincorporated areas of the county over the next eight years, was found to be in substantial compliance with state law. This means that no new developments can be proposed under the builder's remedy. At least 14 projects were submitted through the streamlined process under the builder's remedy before this approval. No word yet on how these nearly 5,000 units will be accounted for in the state mandated housing requirement.

S.B. County Travel Patterns

According to a recent report on regional travel patterns by the Santa Barbara County Association of Governments, over 150% more people in Santa Barbara County work from home than before the pandemic. Most of those work remotely are high income earners (\$200,000 or more). The number of middle aged and young residents in Santa Barbara County is falling while the number of elderly residents is growing. There has been job growth.

Continued on page 35



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Goleta has seen the most job growth, followed by Santa Maria, and the unincorporated areas of the county. These areas are also the top three areas for new housing being development: Santa Maria has gained the most housing, followed by the unincorporated areas of the county and Goleta. This data leads to the conclusion that rather than building housing in the city of Santa Barbara, new housing should be built in Goleta where the jobs are, or work opportunities should be created near existing housing, in Lompoc, for example.

Commercial Real Estate Crisis Unfolding

The National Bureau of Economic Research reported that 45% of all office loans are underwater. Many office buildings nationwide stand vacant. A 262,000 square foot office building in Ohio was recently sold for \$2.4 million (\$9 per square foot). These kinds of very low values for commercial real estate and losses on loans could negatively impact regional banks making it even more difficult to get financing for business owners looking to rent space thus leading to even more vacancy. Santa Barbara has resilience most markets do not but the downward market pressure is felt even here.

Time to Put Housing on Underused Non-Prime Agricultural Lands

Americans are increasingly settling in less expensive, less regulated regions, often in the Southern and Southwestern states like Texas, Florida, North Carolina and Arizona. In 2023, for instance, Southern states accounted for 87% of all U.S. population growth. People are also moving from larger, historically popular cities like San Francisco to less densely populated areas within the same state (like the San Joaquin Valley). According to research from the University of California Merced, the majority of people from all demographics prefer single family housing to multifamily developments. This is also reflected in the fact that those metro areas that are growing tend to be highly dispersed (such as Austin, TX and Nashville, TN). The post WWII suburban model of development is still preferred by new and existing homeowners. All hail the backyard BBQ open space and the 2-car garage. Stack 'em and pack 'em small apartments in big buildings with no parking are not in demand.

Supervisors Amend Housing Code to Streamline Permitting

The Santa Barbara County Board of Supervisors voted 4-1 to approve changes to housing ordinances that will put them in compliance with new state housing laws. The changes are intended to streamline permitting for the development of affordable and by-right housing as well as to generally support development. Supervisors expressed concern about losing some local control but decided it was necessary to comply with the state and, in some

instances, elected to do more than was required by the state.



Biltmore Hotel in Santa Barbara Seeks Permits for More Renovations

The Biltmore, which is supposed to re-open in the fall, has recently applied for permits to extensively renovate its indoor areas as well as its landscaping. The proposal is scheduled to be back before the Montecito Board of Architectural Review on April 22nd. The Coral Casino Beach and Cabana Club which is also owned by Ty Warner re-opened in January after renovations.

Terry A. Bartlett is a real estate, housing, and landlord-tenant attorney at Reetz, Fox & Bartlett LLP in Santa Barbara. Any opinions expressed are her own and do not necessarily represent the views of SBRPA.

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City of Goleta Urgency Ordinance No. 23-18U

URGENCY ORDINANCE NO. 23-18U

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GOLETA, CALIFORNIA, ADDING CHAPTER 8.19, ENTITLED TENANT PROTECTIONS, TO TITLE 8, HEALTH AND SAFETY, OF THE GOLETA MUNICIPAL CODE; DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA, AND DECLARING THE URGENCY THEREOF

WHEREAS decent, safe, and sanitary housing is a human necessity and right; and

WHEREAS there is a shortage of housing units on the South Coast of Santa Barbara County (the "County"), and in the City of Goleta (the "City" or "Goleta"), particularly for households in the moderate- and lower-income categories; and

WHEREAS, according to the most recent data from the US Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy (CHAS) released in the 2016-2020 American Community Survey (ACS) data, 48% of renter households in the City experience a cost burden of paying more than 30% of their income toward monthly housing costs; and

WHEREAS 71% of the cost-burdened renter households in the City are in the lower-income categories, earning less than 80% of area median income; and

WHEREAS, according to the City of Santa Barbara's 2023 Rent Survey for the South Coast, the median advertised rental rate for a two-bedroom apartment was \$3,981; and

WHEREAS the vacancy rate is less than 1%, according to 2017-2021 ACS data, making it difficult and expensive to find a housing unit; and

WHEREAS eviction creates particular hardships for individuals and households of limited means, due to the shortage of housing and intense competition for such housing units in Goleta and the County more generally; and

WHEREAS housing instability threatens the public peace, health, and safety as eviction from one's home can lead to homelessness, increased residential mobility, loss of community, strain on household

Ordinance No.23-18U Tenant Protections Ordinance

finances due to the necessity of paying rental application fees and security deposits, increased stress and anxiety, longer commute times and adverse traffic impacts if displaced workers cannot find affordable housing within the city in which they work, and disruption of the education of children in the home; and

WHEREAS recent high profile headlines highlighting mass termination of tenancies at apartment complexes, sometimes comprising hundreds of units each, in Isla Vista within the County and nearby Los Angeles, have drawn attention to an urgent need to protect tenants at a time of scarce rental inventory and low vacancy rates in the City and County; and

WHEREAS the California State Legislature passed the Tenant Protection Act of 2019 ("AB 1482"), codified in part in California Civil Code Section 1946.2 ("Section 1946.2"), which became effective by its own terms on January 1, 2020 and, with certain exceptions, established statewide just cause eviction protections and rent stabilization for residential tenants and authorized cities to enact more protective local regulations; and

WHEREAS, in October 2023, the California State Legislature adopted Senate Bill 567 ("SB 567"), amending sections of California Civil Code Section 1946.2 and Section 1947.12 ("Section 1947.12") and adding new noticing requirements and enforcement mechanisms to the Tenant Protection Act of 2019, which is scheduled to take effect on April 1, 2024; and

WHEREAS the City wishes to provide stronger and more immediate tenant protections citywide than what is provided in state law, including AB 1482 and SB 567, and enact local regulations to protect renters from disorientation and homelessness and thereby promote housing and neighborhood stability; and

WHEREAS City regulations are intended to provide additional tenant protections beyond state law requirements by making permanent the temporary protections provided under AB 1482, which would otherwise expire in 2030; and

WHEREAS, absent City regulations, owners may terminate the tenancy of residential tenants under state law, including AB 1492, without oversight by the City, and the City wishes to exercise greater oversight over such terminations; and

WHEREAS City regulations enacted by this Ordinance are more protective than the provisions of AB 1482 because the City regulations

Ordinance No.23-18U Tenant Protections Ordinance

provide additional protections and specific requirements for the exercise of no-fault just cause terminations of residential tenancies; and

WHEREAS the City Council finds and determines that regulating the relationship between residential landlords and tenants will increase certainty and fairness in the residential rental market, and be consistent with the stricter tenant protections that exist in neighboring localities; and

WHEREAS said tenant protection measures are in line with the City's General Plan policies that support affordable housing, including but not limited to HE 1.4 (Preserve Mobile Home Parks and Facilitate Mobile Home Park Ownership Opportunities), HE 1.5 (Improve Conversion of Rental Housing to Condominiums and Housing Units to Nonresidential Use), and HE 3.1 (Affirmatively Further Fair Housing Opportunities); and

WHEREAS said tenant protection measures are also consistent with existing City regulations aimed at preserving rental stock and affordable housing, such as Goleta Municipal Code (GMC) Chapter 17.29 Demolition, Relocation, and Loss of Dwelling Units; and

WHEREAS, in accordance with California Government Code Section 36937, and in order to protect the public health, safety, and welfare, the City Council also makes the following findings in support of the urgent nature of this Ordinance:

A. The City Council finds that this Urgency Ordinance is enacted in order to protect the public health, safety and welfare by adopting regulations that would assist in protecting residential tenants from the impacts of evictions. Specifically, this Urgency Ordinance helps mitigate the impacts and threats to the public peace, health, and safety that result to tenants and the public from residential evictions, including, among other things, an increase in homelessness (due to the shortage of affordable housing in Goleta and Santa Barbara County), financial household strain (due to the necessity of paying rental application fees and security deposits), loss of community, disruption to families, disruption to childhood education, increased stress and anxiety, and longer commute times and adverse traffic impacts where workers cannot find affordable housing within the city in which they work) by creating a regulatory mechanism to ensure additional residential tenant protections; and

B. The City Council also finds that this Urgency Ordinance is necessary to promote the immediate preservation of the public welfare, health, and safety by establishing a regulatory mechanism for residential tenant protections that can be effective prior to the winter months, where the impacts of inclement weather can be

dangerous to both unhoused individuals and to the surrounding communities, where, amongst other things, fires are used by persons experiencing homelessness for warmth; and

C. Finally, the City Council further finds that the regulations contained in this Urgency Ordinance are reasonable and beneficial and assure that lawful tenant protections are immediately in place.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GOLETA DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Reitals

The City Council hereby finds and determines that the foregoing recitals, which are incorporated herein by reference, are true and correct

SECTION 2. Environmental Assessment

Pursuant to CEQA Guidelines Sections 15061(b)(3) and 15370(b)(5), the proposed Ordinance does not qualify as a "project" for the purposes of CEQA, because the Ordinance does not result in direct or indirect physical changes in the environment. The Ordinance proposed does not, by itself, have the potential to cause a significant effect on the environment because the tenant protections enacted herein do not require or authorize any physical change to the environment. As such, the proposed Ordinance is exempt from CEQA review.

SECTION 3. Tenant Protections

Title 8 of the Goleta Municipal Code, Health and Safety, is amended to add Chapter 8.19, entitled Tenant Protections, to read in its entirety:

Chapter 8.19 Tenant Protections

- Sections:
- 8.19.010 Purpose.
- 8.19.020 Applicability.
- 8.19.030 Definitions.
- 8.19.040 Just Cause for Termination of Residential Tenancy.
- 8.19.050 Mandatory Offer of Residential Lease.
- 8.19.060 Mandatory Right of First Refusal.
- 8.19.070 Additional Tenant Protections.
- 8.19.080 Remedies.

8.19.010 Purpose.

City of Goleta Urgency Ordinance No. 23-18U

The residential rental housing market on the South Coast of Santa Barbara County, including the City of Goleta, has experienced long-term low vacancy rates, partly due to an ongoing housing shortage in the City and on the South Coast generally, resulting in less security and stability in the housing choices of residential tenants due to rapid rent increases or eviction without cause. Evictions and housing instability can lead to increased residential displacement and commute times, loss of community, interrupted education of children, financial strain, and temporary or prolonged homelessness. Procuring rental housing in the City or on the South Coast is difficult, particularly on short notice following eviction or whenever multiple households are evicted at the same time. This ordinance is necessary to protect the public health, safety, and general welfare by reducing the displacement of tenants into a rental housing market which affords them few and expensive options.

8.19.020 Applicability.

This Chapter applies to all Rental Units except:

- A. An Owner-occupied unit that is rented to a Tenant for less than one year.
- B. A Rental Unit occupied by a Tenant under a sublease that has a term less than one year.
- C. A Rental Unit where tenancy is an express condition of, or consideration for, employment under a written rental agreement or contract.
- D. Transient and tourist hotel occupancy as defined in Civil Code Section 1947(b), or Hotels and Motels as defined in Section 17.72.030 of the Goleta Municipal Code.
- E. 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.
- F. Housing accommodations rented by a medical institution, which are then subleased to a patient or patient's family.
- G. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
- H. Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner, who maintains their principal residence at the Rental Unit.
- I. Single-family Owner-occupied residences, including both of the following: (1) 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 (2) a mobilehome.

Ordinance No.23-18U Tenant Protections Ordinance

- J. 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 to reside there, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.
- K. Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome.
- L. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as enforceable housing for persons and families of extremely low, very low, low, moderate or above-moderate income up to 250% area median income, as defined in Section 60093 of the Health and Safety Code or Section 17.73.010 of the Goleta Municipal Code.
- M. 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 798.7.
 - 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 limits imposed by Section 1947.12 of the Civil Code and is not subject to the just Cause requirements of Section 1945.2 of the Civil Code or Section 8.13 of the Goleta Municipal Code. This property meets the requirements of Sections 1947.12(d)(5) and 1946.2(c)(8) of the Civil Code and the Owner is not any of the following: (1) a real estate investment trust, as defined in 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 tenancies existing before the effective date of this Chapter, the notice required under this Subsection (2) 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 Chapter, the notice required

Ordinance No.23-18U Tenant Protections Ordinance

- Under this Subsection (2) must be provided: in the rental agreement.
- iii. Addition of a provision containing the notice required under Subsection (2) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of Section 8.19.040(B)(5).
- N. Dwelling units in a condominium, community apartment, planned development, or stock cooperatives, or in a limited equity stock cooperative as defined in the California Business and Professions Code.
- O. Dwelling units acquired by the City of Goleta or any other governmental unit, agency, or authority and intended to be used for a public purpose.
- P. Lawfully operated short-term rentals (for 30 days or less).

8.19.030 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

- A. "Intended Occupant" means the Owner of the residential real property or the Owner's spouse, domestic partner, child, grandchild, parent, or grandparent, who intends to occupy the Rental Unit for a minimum of 12 continuous months as that person's primary residence.
- B. "Just Cause" means any of the permissible reasons to issue a notice to terminate residential tenancy, as further described in Sections 8.19.040(B) and 8.19.040(C).
- C. "Landlord" means an owner, lessor, or sublessee, or the agent, representative, or successor of any of the foregoing persons or entities who receives, or is entitled to receive, rent for the use and occupancy of any Rental Unit or portion thereof.
- D. "Owner" means the owner of record for a Rental Unit.
- E. "Percentage change in the cost of living" means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. If a regional index is not available, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.
- F. "Qualified Tenant" means a Tenant who has continuously and lawfully occupied a Rental Unit for 12 months or who otherwise qualifies as a Tenant meeting Just Cause eviction protection under Civil Code Section 1946.2, Subdivision (a).

- G. "Rent" means the total consideration, including any bonus, benefit, or gratuity, charged or received by a Landlord in exchange for or connection with the use or occupancy of a Rental Unit and any separately charged amenities available to Tenants such as parking, storage, or other similar charges.
- H. "Rent Increase" means any additional rent charged to or paid by a Tenant for a Rental Unit.
- I. "Rental Unit" means any dwelling unit in any real property located within the City, regardless of zoning status, including the land and buildings appurtenant thereto and all housing services, privileges, and facilities, that is rented or available for rent for residential use or occupancy (regardless of whether the unit is also used for other purposes).
- J. "Residential Real Property" means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.
- K. "Substantially Remodel" or "Substantial Remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws. It 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. A Substantial Remodel does not include cosmetic improvements, including painting, decorating, minor repairs, routine maintenance, or other work that can be performed safely without leaving the Rental Unit vacated.
- L. "Tenant" means any renter, tenant, subtenant, lessee, or sublessee, or person entitled by written or oral agreement to occupy a Rental Unit to the exclusion of others.
- M. "Termination of Residential Tenancy" or "Terminate a Residential Tenancy" means, for purposes of this Chapter only, a termination of residential tenancy, as described in California Civil Code Sections 1946 to 1946.2, inclusive.

8.19.040 Just Cause for Termination of Residential Tenancy.

- A. Just Cause Required.
1. Any Termination of Residential Tenancy of a Qualified Tenant requires Just Cause, which must be stated in full in a written notice as required by this Chapter. No Landlord of a Rental Unit shall Terminate a Residential Tenancy of a Qualified Tenant without complying with the requirements of this Chapter.

2. Just Cause includes at-fault Just Cause or no-fault Just Cause as defined in Subsections 0.19.040(B) and 0.19.040(C).

B. At-Fault Just Cause.

At-Fault Just Cause includes any of the following:

1. Default in the payment of Rent.
2. A breach of a material term of the lease, as described in 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.
3. 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.
4. Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
5. 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 Landlord, the Tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.
6. 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, or on off the Rental Unit premises, that is directed at the Landlord for 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.
7. Assigning or subletting the Rental Unit in violation of the Tenant's lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
8. The Tenant's refusal to allow the Landlord to enter the Rental Unit as authorized by Section 1101.5 and 1054 of the Civil Code, and Section 13113.7 and 17926.1 of the Health and Safety Code.
9. Using the Rental Unit for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
10. The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.

11. When the Tenant fails to deliver possession of the Rental Unit after providing the Landlord written notice as provided in Civil Code Section 1948 or the Tenant's intention to terminate the hiring of the Rental Unit, 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.

C. No-Fault Just Cause.

No-Fault Just Cause includes any of the following:

1. The Owner seeks in good faith to recover possession of the Rental Unit for use and occupancy by the Owner or the Owner's Intended Occupant.
 - i. 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 (1) shall apply only if the Tenant agrees, in writing, to the Termination of Residential Tenancy, or if a provision of the lease allows the Owner to terminate the lease, if the Owner, or the Intended Occupant, unilaterally decide(s) to occupy the Rental Unit. Addition of a provision allowing the Landlord to terminate the lease as described in this clause to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of Section 8.19.042(B)(5).
 - ii. Subparagraph (1) does not apply if the Intended Occupant occupies a Rental Unit on the property or if a vacancy of a similar unit already exists at the property.
 - iii. The written notice of Termination of Residential Tenancy for No-Fault Cause pursuant to this subparagraph shall contain the name or names and relationship to the Owner of the Intended Occupant. The written notice shall additionally include notification that the Tenant may request proof that the Intended Occupant is an Owner or related to the Owner as defined herein. The proof shall be provided upon request and may include an operating agreement and other non-public documents.
 - iv. Subparagraph (1) applies only if the Owner or Intended Occupant moves into the Rental Unit within 90 days after the Tenant vacates and occupies the Rental Unit as a primary residence for at least 12 consecutive months.

City of Goleta Urgency Ordinance No. 23-18U

- a. If the Intended Occupant fails to occupy the Rental Unit within 90 days after the Tenant vacates or fails to occupy the Rental Unit as their primary residence for at least 12 consecutive months, the Owner shall offer the unit to the Tenant who vacated it at the same rent and lease terms in effect at the time the Tenant vacated and shall reimburse the Tenant for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the Tenant in connection with the written notice.
 - b. If the Intended Occupant moves into the Rental Unit within 90 days after the Tenant vacates but dies before having occupied the Rental Unit as a primary residence for 12 months, as required by subclause (iv), this will not be considered a failure to comply with this section or a material violation of this section by the Owner as provided in subdivision 8.19.060.
2. The Owner seeks in good faith to recover possession to permanently withdraw the Rental Unit from the rental market in accordance with applicable state law.
 3. The Owner seeks in good faith to comply with any of the following:
 - i. An order issued by a government agency or court relating to habitability that necessitates vacating the Rental Unit
 - ii. An order issued by a government agency or court to vacate the Rental Unit.
 - iii. A local ordinance that expressly requires vacating the Rental Unit
 4. 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:
 - i. Obtained all permits necessary to carry out the demolition or Substantial Remodel from applicable governmental agencies.
 - ii. Given the Tenant an appropriate notice of Termination of Residential Tenancy as required by Section 8.19.040(E), advising the Tenant of the Owner's intent to terminate the tenancy in reliance on this subsection, which must include all of the following information:
 - a. A statement informing the tenant of the Owner's intent to demolish the Rental Unit or

Ordinance No.23-18U Tenant Protections Ordinance

Substantially Remodel the Rental Unit and providing the reason 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 Rental Unit for at least 30 days.

3. The following statement:

"If the Substantial Remodel of your unit, or demolition of the property as described in this notice of termination is not commenced or completed, the Landlord must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the Owner at the rental rate that was in effect at the time you vacated. You must notify the Landlord within thirty (30) days of receipt of the offer to re-rent or your acceptance or rejection of the offer, and if accepted, you must reoccupy the unit within thirty (30) days of notifying the Owner of your acceptance of the offer."

3. A description of the Substantial Remodel to be completed, the approximate expected duration of the Substantial Remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with one of the following:
 - i. A copy of the permit or permits required to undertake the substantial remodel or demolition.
 - ii. Only if a notice is issued for the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, and if the remodel does not require any permit, a copy of the signed contract with the contractor hired by the Owner to complete the Substantial Remodel, which reasonably details the work that will be undertaken to abate the hazardous materials.
- d. A notification that, in accordance with Section 8.19.060, if the Tenant is interested in

Ordinance No. 23-18U Tenant Protections Ordinance

reoccupying the Rental Unit following the Substantial Remodel, the Tenant shall inform the Landlord of the Tenant's interest in reoccupying the Rental Unit following the Substantial Remodel and provide to the Landlord the Tenant's address, telephone number, and email address.

- iii. Filled with the Planning and Environmental Review Department within five (5) calendar days after service of the notice of Termination of Residential Tenancy, a copy of the documents served on the Tenant and proof of such service, signed by the Owner under penalty of perjury, on the Tenant. The Owner shall maintain proof of service to the City as evidence that the Owner has complied with this section. The Owner's failure to provide proof of service shall create a rebuttable presumption that the Owner did not comply with this section.

D. Relocation Assistance Payments Required.

1. The Landlord of a Rental Unit who issues a notice of Termination of Residential Tenancy based upon no-fault Just Cause shall, within 15 calendar days after service of the notice, make a relocation assistance payment to each Qualified Tenant in an amount established by resolution of the City Council or two months' Rent that was in effect when the Landlord issued the notice of Termination of Residential Tenancy, whichever is greater.
2. When more than one Qualified Tenant occupies a Rental Unit the Landlord shall divide the relocation assistance payment equally among the Qualified Tenants and make the divided relocation assistance payment to each Qualified Tenant.
3. The Landlord of the Rental Unit may elect to make one-half of the relocation assistance payment required by this Chapter to each Qualified Tenant within 15 calendar days after service of the notice of Termination of Residential Tenancy and the remaining one-half of the relocation assistance payment to each Qualified Tenant no later than the time that Qualified Tenant surrenders possession of the Rental Unit.
4. If a Qualified Tenant fails to vacate after the expiration of the notice of Termination of Residential Tenancy, the actual amount of any relocation assistance paid to the Qualified Tenant shall be recoverable as damages from that Qualified Tenant.
5. A Qualified Tenant is not entitled to relocation assistance, if any government agency or court determines that the tenant is

at fault for the condition or conditions triggering an eviction order or needed to vacate for reasons listed in but not limited to those in Section 8.19.040(B).

3. 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.

E. Notice Requirements.

1. 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 of Residential Tenancy.
2. A written notice of Termination of Residential Tenancy based upon no-fault Just Cause must be provided at least 60 days before the date of termination and must inform each Qualified Tenant of their right to and the amount of a relocation assistance payment required by this Chapter.
3. Before a Landlord of a Rental Unit issues a notice of Termination of Residential 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 in accordance with California law to terminate the tenancy.

8.19.050 Mandatory Offer of Residential Lease.

- A. If a Tenant or prospective Tenant wishes to rent a Rental Unit from a Landlord and if the Landlord wishes to rent the Rental Unit to the Tenant or prospective Tenant, the Landlord 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 Landlord'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 Landlord, which has a minimum term of one year, will be considered an acceptance. The Tenant shall bear the burden of proving that they accepted the lease offer.
- C. 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 City's website, or
2. prepared by the Landlord or Tenant to communicate the rejection.

On or after the date the rejection is signed and delivered, the Landlord and Tenant or prospective Tenant may then enter into an agreement that provides for a rental term of less than one year. The Landlord 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 Landlord 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.

E. If both the Landlord 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.

1. Leases with a term of one year shall be offered annually.
2. 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.
3. 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.

F. If the Landlord does not wish to continue the rental relationship, then at the time the Landlord delivers notice of such Termination of Residential Tenancy, the Tenant shall be offered a one-session conciliation meeting with the Landlord 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 Landlord 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 subject to a written lease, when the lease in effect for such a unit expires, the ordinance codified in this Section shall then apply. If a Rental Unit is rented without a written lease, within ninety days after the effective date of this Chapter, the Landlord shall offer a written lease to the Tenant in accordance with this Section.

8.19.060 Mandatory Right of First Refusal.

Ordinance No.23-18U Tenant Protections Ordinance

A. For Termination of Residential Tenancy pursuant to Section 8.19.040(C)(4), the Landlord shall provide the Tenant of the unit at the time of termination a written Right of First Refusal to re-occupy the Rental Unit when it is ready to be occupied, provided the following:

1. The Tenant must provide to the Landlord current contact information including address, telephone number, and email address, at which to receive a notification related to the Right of First Refusal to re-occupy the unit.

2. When the Rental Unit is ready for occupancy, the Landlord must make an offer to return and rent the Rental Unit under a new rental agreement containing substantially the same terms as the Tenant's most recent rental agreement with the Landlord.

B. The written offer to re-occupy the unit shall include the rental price, the proposed terms, and any security deposit required. The rental price for the unit shall be set at no more than the total rental rate charged for the unit at the time of the notice of Termination of Residential Tenancy plus 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower. Where applicable, the lease term offered shall be in accordance with Section 8.19.050.

C. The Tenant must return to the Landlord an affirmative written acceptance of the offer to return to and rent the unit within thirty (30) days of receipt of the offer.

8.19.070 Additional Tenant Protections.

A. The City Manager may adopt administrative procedures and regulations to implement the provisions of this Chapter.

B. It is illegal for a landlord to retaliate against a Tenant lawfully and peaceably exercising their legal rights, including but not limited to the right to file a complaint with Code Compliance staff at the City or other responsible agency. No Landlord may take any action increasing any Rent, reducing any service, causing the Tenant to involuntarily quit the premises, or discriminating against the Tenant because of the Tenant's use of any remedy provided by this Chapter.

C. Any provision of a lease or rental housing agreement that purports to waive any provision of this Chapter is void as against public policy.

8.19.080 Remedies.

A. Failure to comply with any provision of this Chapter shall render void a notice of Termination of Residential Tenancy, and any other notice by a Landlord to terminate a residential tenancy as described in California Civil Code Sections 1946 to 1946.2.

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

Ordinance No. 23-18U Tenant Protections Ordinance

City of Goleta Urgency Ordinance No. 23-18U

- C. Failure of a Landlord to comply with any of the provisions of this Chapter shall provide the Tenant with an affirmative defense in any legal action brought by the Landlord to collect Rent Increases made in violation of this Chapter.
- D. Failure of a Landlord 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 of the Rental Unit.
- E. Any violation of this Chapter shall entitle the aggrieved Tenant to:
 - 1. Actual damages according to proof.
 - 2. Attorneys' fees and costs.
 - 3. Upon a showing that the Landlord has acted willfully or with oppression, fraud, or malice, up to three times the actual damages. An award may also be entered for punitive damages for the benefit of the Tenant against the Landlord.
 - 4. A Tenant may seek injunctive relief on behalf of Tenant or on behalf of other affected Tenants to enjoin a Landlord's violation of this Chapter.
- F. Remedies provided in this Section are in addition to any other existing legal remedies and not intended to be exclusive.
- G. The City Attorney is authorized to enforce this Chapter through administrative, civil, or criminal action. The City Attorney is further authorized to bring actions for injunctive relief on behalf of the City. The City Attorney shall seek recovery of costs, expenses, and attorneys' fees as allowed by law.

SECTION 4. Severability.

If any section, subsection, sentence, clause, or phrase of this Chapter is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have adopted this Chapter and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

SECTION 5. Certification of City Clerk.

The City Clerk shall certify to the adoption of this ordinance and, within 15 days after its adoption, shall cause it to be published in accordance with California Government Code section 36933.

SECTION 6. Effective Date and Termination.

This Urgency Ordinance is for the immediate preservation of public peace, health and safety, and therefore shall take effect immediately

Ordinance No.23-18U Tenant Protections Ordinance

pursuant to Government Code Section 36937 and shall continue until it is terminated by the City Council.

Ordinance No.23-18U Tenant Protections Ordinance

City of Goleta Urgency Ordinance No. 23-18U

INTRODUCED ON the ___ day of _____, 2023.

PASSED, APPROVED, AND ADOPTED this ___ day of _____ 2023.

PAULA PEROTTE
MAYOR

ATTEST: APPROVED AS TO FORM:

DEBORAH S. LOPEZ
CITY CLERK

Ordinance No. 23-18U Tenant Protections Ordinance

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

I, DEBORAH S. LOPEZ, City Clerk of the City of Goleta, California, do hereby certify that the foregoing Ordinance No. 23-____ was introduced on _____, and adopted at a regular meeting of the City Council of the City of Goleta, California, held on the _____, by the following roll-call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

(SEAL)

DEBORAH S. LOPEZ
CITY CLERK

Ordinance No. 23-18U Tenant Protections Ordinance

Directory of Products & Services

Index of Advertisers

Battaglia Commercial Real Estate.....	22
Beau Brunner Painting.....	34
Betty Jeppesen, Esq.....	5
Berkshire Hathaway – Ken Switzer.....	10
Central Coast Paving.....	4
Coastal Housing Partnership.....	26
DMH Properties.....	12
Don’s Heating & Air Conditioning.....	7
Engel & Volkers - Ed Fuller.....	32
Hayes Commercial Real Estate - Christos Celmayster.....	8
Jody’s Windows & Floors.....	22
Mastercare.....	32
Meridian Group.....	34
Omnia Insurance & Risk Solutions.....	2
Radius Group.....	6
Sandpiper Property Management.....	24
Santa Barbara Locksmiths Inc.....	34
Sol Wave Water.....	16
Spectrum Realty.....	32
Sundance Press.....	7
Wash Laundry Systems.....	48
Yardi.....	14

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