

- **Chapter 14.02 - TENANT PROTECTIONS**

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- **14.02.010 - Purpose.**

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The purpose of this chapter is to set forth basic items which the city deems as fundamental with regard to governing the residential landlord-tenant relationship. This chapter is intended to work in harmony with [Chapter 2.72](#) Regulation of Canvassing Activities in Multifamily Residential Structures. This chapter does not apply to transient occupancies such as hotels. To the extent a provision of this chapter conflicts with a provision of the 2010 Rent Stabilization and Just Cause for Eviction Ordinance, the provisions of the 2010 ordinance shall apply to the residential units subject to that ordinance.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.020 - Findings.**

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The city council finds and declares as follows:

- A.
There is an imbalance between the supply of and demand for rental housing in the City of East Palo Alto. The imbalance is the result of both a shortage of rental housing, an overwhelming market demand for affordable housing, and speculation in the housing market.
- B.
The imbalance between supply and demand creates an imbalance of bargaining power between landlords and tenants.
- C.
As a result of these market and bargaining power imbalances, East Palo Alto tenants may be unwilling or unable to assert their legal rights.
- D.
The East Palo Alto rental housing market is less responsive to the needs of tenants because "customer service" is not needed to attract and retain tenants.

E.

The city council seeks to augment **tenant** rights since it believes the market and bargaining power imbalances are detrimental to the health, safety and general welfare of East Palo Alto and the surrounding region because the stability, security and quality of housing opportunities are reduced.

F.

Given the large number of rental units in the city, the city council desires to improve communications among **tenants** and between **tenants** and landlords as well as provide additional **tenant** protections.

G.

The city council further recognizes that displacement of **tenants** is a major concern in conjunction with the revitalization of the community and therefore desires to institute measures to ameliorate the impacts of displacement on **tenants**, particularly **tenants** of limited financial means.

H.

The city council recognizes that it is important to monitor and improve the processes established in this chapter on a periodic basis.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.030 - Definitions.**

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For the purposes of this chapter, the following definitions apply:

A.

"Disabled person" means a person with a disability, as defined in Section 12955.3 of the California Government Code.

B.

"Displaced **tenant**" means any **tenant** who permanently vacates a rental unit in the city as a result of demolition or removal of the rental unit, or a governmental order to vacate, or in order for the landlord to comply with housing, health, building or safety laws of the state, county or city.

C.

"Elderly" or "senior citizen" means a person who is sixty-two (62) years of age or older.

D.

"Housing services" include, but are not limited to repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, refuse removal, furnishings, parking and any other benefit privilege or facility connected with the use or occupancy of any rental unit. Services to a rental unit shall include a proportionate part of services provided to common facilities of the building in which the rental unit is contained.

E.

"Landlord" means an owner of record, lessor, sublessor, or any other person, entity, or non-natural person entitled to receive rent for the use or occupancy of any rental unit, or an agent, representative, affiliate, member, shareholder, trustee, or successor of any of the foregoing. If an

owner of a rental unit is other than a single natural person, then all entities and persons that share ownership and/or control (direct or indirect) of the units shall be considered one and the same landlord.

F.

"Minor child" means any natural person under the age of eighteen (18) years.

G.

"Parent" means any person who has legal custody and control of a minor child, and with whom the minor child maintains his or her place of abode.

H.

"Person" means any individual, firm, partnership, joint venture, association, corporation, estate, or trust.

I.

"Rental unit" means any unit in any real property, including the land appurtenant thereto, rented or available for rent for residential use or occupancy, located in the city, together with all housing services connected with the use of occupancy of such property such as common areas and recreational facilities available for use by the tenant. Rental unit also includes mobile homes, whether rent is paid for the mobile homes and the land upon which the mobile home is located, or rent is paid for the land alone.

The term rental unit shall not include:

1.

Housing in any hospital; state licensed community care facility; convent; monastery; extended medical care facility or housing accommodations owned, operated, leased or managed primarily for occupancy by its students by an educational institution.

2.

Housing designed and operated exclusively for senior citizens and their spouses, or as a retirement home.

3.

Housing which a government unit, agency or authority owns, operates, or manages, or which are specifically exempted from municipal regulation by state or federal law or administrative regulation.

J.

"Student" means any person enrolled in an institution of higher education, vocational school, high school, or elementary school.

K.

"Tenant" means a renter, tenant, subtenant, lessee or sublessee of a rental unit, or successor to a renter's interest, or any group of tenants, subtenants, lessees, or sublessees of any rental unit, or any other person entitled to the use or occupancy of such rental unit.

L.

"Tenant organizer" means any person who assists tenants in establishing or operating a tenant organization.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.040 - Landlord and tenant rights information sheet.**

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Landlords are required to provide to each tenant an information sheet, which outlines the provisions of this chapter. The information sheet must be provided in English and in Spanish (may be separate documents) and in a language other than English if the tenant has been provided a copy of the lease in one of the languages specified in Civil Code Section 1632. The sheet shall also include links to the city website and at least one local tenant legal services organization. The landlord may include other information it deems useful.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.050 - Tenants' right to organize.**

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A.
Tenants have the right to form, join and participate in the activities of a tenant organization for the purpose of addressing issues related to their living environment, including but not limited to, rental rates, housing services, conditions of the premises and other terms and conditions of tenancy.

B.
Tenant organizers have the right to contact and communicate with tenants on the rental premises, including within a rental unit, or in a tenant common area such as a community room, to assist tenants in establishing and operating a tenant organization and participating in tenant organization activities.

C.
Tenants and tenant organizers have the right to use common area and community facilities on the property for tenant meetings, so long as they comply with any universally applicable use and reservation policies. No landlord or agent of a landlord may attend or make recordings of such meetings unless permitted to do so by the tenant organization. This subsection shall not preclude a landlord from taking action necessary to respond to immediate threats to health and safety, including but not limited to fire, natural disaster, code violations or criminal activity.

D.
Tenants have the right to refuse to join or participate in the activities of tenant organizations and have the right to represent themselves individually in their tenancy relation with their landlord.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.060 - Distribution of literature.**

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A landlord may not prohibit a **tenant** or **tenant** organizer who resides in a building or residential complex from using common areas in that building or complex to distribute literature to other **tenants**, including literature distributed on behalf of a **tenants'** association or other **tenant** organization, where the literature relates to issues of common interest or concern to the **tenants**. The landlord may provide bulletin boards for **tenant** use, but may not post or remove posts from such bulletin boards.

A.

Literature may be placed on the door of **tenant** units, or slipped under the door. Such literature must plainly include the name and telephone number and address of the distributor so that the affected **tenant** may contact to opt out of future doorway distributions of such literature.

B.

The landlord may establish reasonable requirements as to the time, place, manner, and volume of such literature distribution.

C.

The provisions of this chapter are not applicable to purely commercial literature that is not directly related to issues of common interest or concern to **tenants**.

D.

The provisions of this chapter shall not be read to limit or replace residential **tenant** or landlord rights or remedies found in other provisions of the Municipal Code, or in state or federal statutes or constitutions.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.070 - Keys and locks.**

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A.

A landlord shall provide a minimum of one key or key-set per rental unit for each adult occupant, without charge. All keys are issued for the duration of a tenancy and must be returned upon vacating the unit.

B.

A **tenant** may request up to two additional keys/key-sets as are reasonably necessary for admitting a service provider, delivery person, caregiver, houseguest or relative. The request must be in writing and state the reason(s) for needing the additional keys. Requested additional keys/key-sets must be provided within fourteen (14) days of the **tenant's** written request, unless the landlord timely denies the request in writing stating the specific reason(s) for the denial. All keys are issued for the duration of the reasonable need for additional keys, and must be returned at the conclusion of the reasonable need. When providing requested additional keys/key-sets to a **tenant**, the landlord may charge only for the documented cost of replicating the additional keys/key-sets, which cost shall be paid by the **tenant** upon delivery of the requested additional keys/key-sets. Additional keys/key-sets shall be provided without requiring any other cost, fees, deposits, or terms or conditions of any kind whatsoever.

C.

When a rental unit is permanently vacated by all **tenants**, the landlord shall re-key or replace all door locks that are exclusive to that unit, including all entrance door locks on the vacated unit and any locks on separate entrance doors to any storage and/or garage facility exclusively used in connection with the use or occupancy of the vacating **tenants**. All of the following conditions apply:

1.

If two or more locks on any one door are subject to the re-key and replacement provisions and open by different keys, the landlord must re-key or replace only one of the locks on the door.

2.

If the same key opens two or more locks subject to the re-key and replacement provisions, the landlord must re-key or replace all locks opened by that key.

3.

The re-key and lock replacement requirements do not apply to any door locks that are provided for use by two or more units.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.080 - Prohibited activities related to minor children.**

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A.

It is unlawful for any person having a rental unit for rent or lease, or any agent or employee of such person, to do or attempt to do any of the following:

1.

Refuse to rent or lease a rental unit, refuse to negotiate for the rental or lease of a rental unit, or otherwise deny to or withhold from any person or persons, a rental unit on the basis of age, parenthood, pregnancy, or the potential or actual tenancy of a minor child;

2.

Discriminate against any person in the terms, conditions, or privileges of the rental or lease of a rental unit (including, but not limited to rental rates or security deposits), or in the provision of services, facilities or benefits, in connection therewith, on the basis of age, parenthood, pregnancy, or the potential or actual tenancy of a minor child. However, nothing in this chapter shall preclude any person from imposing reasonable restrictions on the use of common areas, facilities, and services which are necessary to protect the health and safety of a **tenant**, including a minor child;

3.

Represent to any person on the basis of age, parenthood, pregnancy, or the potential or actual tenancy of a minor child that a rental unit is not available for inspection, rental, or lease when such housing unit is, in fact, available;

4.

Make, print, or publish, or cause to be made, printed, or published any notice, statement, sign, advertisement, application, or contract with regard to a rental unit offered by that person that indicates any preference, limitation, or discrimination with respect to age, parenthood, pregnancy, or the potential or actual tenancy of a minor child;

5.
Include in any rental agreement or lease for a rental unit, a clause or condition providing that as a condition of continued tenancy, the **tenants** shall remain childless or shall not bear children or otherwise not maintain a household with a person of a certain age;

6.
Refuse to rent after making a bona fide offer, or to refuse to negotiate for the rental of, or otherwise make unavailable or deny, rental units to any person because of the potential tenancy of a minor child or children;

7.
Limit occupancies to fewer than two natural persons per bedroom, unless that number exceeds the maximum allowed under the floor-space requirements of Section 503(b) of the Uniform Housing Code. All occupancy limitations shall be uniformly imposed and either conspicuously posted on the premises or contained in a written policy, rules or notice;

8.
Evict or otherwise demand surrender of a rental unit from any person because of age, parenthood, pregnancy or presence of a minor child;

9.
Charge additional rent for persons living in a rental unit on the basis of age, parenthood, pregnancy, or presence of a minor child.

B.
The following are exempt from the prohibitions stated:

1.
Any accommodation that satisfies the criteria in Government Code Section 12955.9.

2.
Federally financed senior adults' housing units or affect a housing project or development owned by a nonprofit corporation during such period of time as it is operated exclusively for elderly persons and their spouses (including, but not limited to, housing accommodations subsidized under the [Section 8](#) of the Housing Act of 1974 and Section 202 of the Housing Act of 1959 federal housing programs).

3.
Selection of a roommate by one or more residents of a rental unit where such residents will continue to reside within the rental unit.

4.
Requirements of a landlord requiring supervision of minors under fourteen (14) years of age in the use of swimming pools, hot tubs, saunas, or similar facilities, provided that such requirements are reasonably related to health and safety.

5.
Mobile homes in an adults only mobile home park established in accordance with state law.

6.
Any state licensed nursing home, convalescent home, or community care facility.

C.

This section shall not prohibit the person having the right to rent or lease the premises from requiring the same rent, deposits, fees or charges of prospective adult **tenants** with minor children as he or she may require of prospective adult **tenants** without children. However, no discrimination in the amount or manner of payment of the rent, deposits, fees or charges shall be permitted.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.090 - Prohibited activities related to students or non-students.**

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A.

It is unlawful for any person having a rental unit for rent or lease, or any agent or employee of such person, to do or attempt to do any of the following:

1.

Refuse to rent or lease a rental unit, refuse to negotiate for the rental or lease of a rental unit, evict from a rental unit, or otherwise deny to or withhold a rental unit from any person on the basis of the person's status as a student or on the basis of the fact that the person is not a student.

2.

Rent or lease a rental unit on less favorable terms, conditions or privileges, or discriminate in the provision of housing services to any person on the basis of the person's status as a student or on the basis of the fact that the person is not a student.

3.

Represent to any person that a rental unit is not available for inspection, rental or lease when such rental unit is, in fact, available on the basis of the person's status as a student or on the basis of the fact that the person is not a student.

4.

Make, print, publish, or cause to be made, printed, or published any notice, statement, sign, advertisement, application, or contract with regard to a rental unit that indicates any preference, limitation, or discrimination with respect to a person's status as a student or on the basis of the fact that the person is not a student.

B.

The sole exception to this provision is if the housing is sponsored by the educational institution at which the individual is enrolled as a student.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.100 - **Tenant** harassment.**

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No landlord, and no agent or employee of the landlord, shall do any of the following in bad faith:

A.
Interrupt, terminate or fail to provide housing services or threaten to interrupt, terminate or fail to provide housing services required by contract or by state, county or local housing health or safety laws. Included in this prohibition are:

1.
Curtailing any utility service furnished to the rental unit by any means whatsoever including, but not limited to, the cutting of wires, the removal of fuses, the switching of breakers, and the non-payment of utility bills. Utility service includes, but is not limited to, water, heat, light, electricity, gas, telephone, cable, internet, garbage and recycling collection, or sewage.

2.
Impeding reasonable access to the rental unit by changing the locks or using a bootlock or by any other similar method or device.

3.
Removing, without replacement within a reasonable time period, doors or windows of the rental unit.

B.
Fail to perform repairs or maintenance, or threaten to fail to perform repairs or maintenance required by contract or by state, county or local housing, health or safety laws.

C.
Fail to exercise due diligence in completing repairs or maintenance once undertaken or fail to follow appropriate industry repair containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts.

D.
Abuse the landlord's right of access or threaten to abuse the landlord's right of access into a rental unit as that right is provided by law. No landlord shall remove from the rental unit personal property, furnishings, or any other items without the prior written consent of the **tenant**, except when done pursuant to the procedure set forth in Civil Code Section 1980 et seq.

E.
Influence or attempt to influence a **tenant** to vacate a rental unit through threats, fraud, intimidation or coercion.

F.
Attempt to coerce the **tenant** to vacate with offer(s) of payments to vacate which are accompanied with threats or intimidation.

G.
Threaten the **tenant**, by word or gesture, with physical harm.

H.
Violate any law which prohibits discrimination based on actual or perceived race, gender, gender orientation, sexual orientation, ethnic background, nationality, place of birth, immigration or citizenship status, religion, age, parenthood, marriage, pregnancy, disability, AIDS or minor or student/nonstudent occupancy status.

I.

Interfere with a **tenant's** right to quiet use and enjoyment, or threaten to interfere with a **tenant's** right of quiet use and enjoyment, of a rental unit as that right is defined by California law.

J.

Refuse to accept or acknowledge receipt of a **tenant's** lawful rent payment.

K.

Refuse to cash a rent check for over thirty (30) days.

L.

Call or threaten to call immigration authorities, except as otherwise required by law.

M.

Request information or documentation that violates Civil Code Section 1940.3, including but not limited to, immigration or citizenship status. If such information or documentation is sought pursuant to Civil Code Section 1940.3(c), and there exists an equivalent alternative to such information or documentation that does not concern immigration or citizenship status, the landlord shall request and accept the equivalent alternative.

N.

Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy.

O.

For any tenancies commencing after June 1, 2014, charge for the parking required by the city as a part of the development. If a landlord seeks to charge for parking, the burden shall be on the landlord to prove that any parking for which a landlord seeks to charge is parking in excess of the parking required for the site.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.110 - Dispute resolution.**

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A.

All persons (landlords and **tenants**) residing in, owning, or managing residential rental property to which this chapter applies are encouraged to participate in the conciliation and mediation of rental housing disputes provided for by Peninsula Conflict Resolution Center (PCRC), the San Mateo County Superior Court, JAMS or a similar entity.

B.

No party shall be obligated to reach any specific agreement, or to reach any agreement at all, as a result of participating in conciliation or mediation communications. If an agreement is reached, it will be stated in writing by the mediator or by the parties. Any such agreement shall be confidential and will not be enforceable or usable for any purpose outside the dispute resolution process, unless all signatories agree that the document can be disclosed or used in other proceedings.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.120 - Construction plans.**

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When applying for a permit to alter, repair, or rehabilitate any structure that contains one or more rental housing units or a mobile home park, the applicant shall indicate on the building permit application whether the property is occupied by **tenants**. Any work performed shall be in compliance with California Health and Safety Code Section 17920 et seq., Title 24 of the California Code of Regulations, and all applicable building codes.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.130 - Temporary relocation.**

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A.

If a landlord is required to temporarily recover possession of a rental unit in order to comply with housing, health, building or safety laws of the state, county or city, or if a **tenant** is required to temporarily vacate a unit upon the order of any governmental officer or agency, the landlord shall provide temporary relocation benefits as provided for in this section.

B.

The landlord shall provide alternative housing to the rental unit being temporarily vacated. The alternative housing may be a vacant rental unit controlled by the landlord or a vacant rental unit not controlled by the landlord or temporary accommodation in a hotel or motel. The alternative housing shall be within a fifteen (15) mile radius of the rental unit being temporarily vacated.

C.

During the period of temporary relocation, the **tenant** shall continue to pay rent on the rental unit being temporarily vacated. If the alternative housing is a rental unit controlled by the landlord, the landlord shall not require that additional rent be paid on the temporary rental unit during the period of temporary relocation. If the alternative housing is a rental unit not controlled by the landlord, the landlord shall pay the actual cost of the temporary rental unit up to the market average rent for San Mateo County, as determined by the Department of Housing of San Mateo County. The payment of actual cost shall be made directly to the owner of the temporary rental unit during the period of temporary relocation. If the alternative housing is temporary accommodation in a hotel or motel, the landlord shall pay the actual cost of the temporary residence directly to the hotel or motel during the period of temporary relocation.

D.

The landlord shall pay the actual costs of moving and storage if personal property must be removed from the rental unit. The landlord shall select a secure, weatherproof and well-maintained storage facility within a fifteen (15) mile radius of the rental unit and **tenant(s)** shall have sole access to the storage unit and the property contained therein.

E.

The landlord shall pay the actual costs for daily boarding of all pets lawfully occupying the unit from which the **tenant** was relocated, if the temporary accommodation does not accept pets.

F.

The displacement and relocation of a **tenant** pursuant to this section shall not terminate the tenancy of the displaced **tenant**, except as provided in subsection G. below. The displaced **tenant** shall have the right to reoccupy his/her unit upon the completion of the work necessary for the unit to comply with housing, health, building or safety laws or any governmental order, and the **tenant** shall retain all rights of tenancy that existed prior to the displacement. The rent shall remain the same, subject to any lawful increases.

G.

Should temporary relocation exceed thirty (30) days, the landlord may opt to terminate the tenancy in accordance with law. In such a situation, the landlord shall be required to comply with the provisions and pay all relocation fees as required when units are demolished or removed.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.140 - Demolition permits.**

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The building official shall not issue a demolition permit, or a building permit which includes demolition, for demolition of any residential rental structure containing three or more rental units or for a substantial remodel of such a structure unless:

A.

The application for a demolition permit is accompanied by complete plans for any proposed new construction on the site, in compliance with applicable provisions of the Municipal Code and zoning ordinance, as required for conformance with the definition of "project" under the California Environmental Quality Act Guidelines (Section 15378) and the holding in *Orinda Association v. Board of Supervisors* (1986) 182 Cal.App.3d 1145, unless the demolition is exempt under subsection E. The application for a demolition permit shall be considered as part of the discretionary applications and shall not be approved until all discretionary permits for the proposed new project on the site have been approved; and

B.

In the event that the building to be demolished contains registered rent stabilized units, the **tenant** notice and relocation requirements of [Chapter 14.08](#) have been met to the satisfaction of the city; and

C.

Regardless of the type of rental housing involved, the applicant has offered relocation assistance as required by this chapter and the right of first refusal to occupy any replacement housing to be constructed on the site to **tenants** displaced by the demolition; provided, however that occupancy of inclusionary units shall be governed by the provisions of Chapter 8.5 of the zoning ordinance.

D.

For the purposes of this section the term "substantial remodel" is defined as the removal of fifty (50) percent or more of the exterior wall area (which includes walls, doors, and windows), or the

removal of fifty (50) percent or more of the supporting members of a structure (e.g., beams, bearing walls, columns, or girders).

E.

When the building official determines that a building or structure poses an imminent hazard and/or threat to public safety, the requirements of this section shall not apply and such building or structure may be demolished in accordance with procedures otherwise established by law.

F.

Accessory buildings of any size, including, but not limited to, garages, carports and sheds, but not including any structure containing a lawfully established dwelling unit, which serves and is located on the same lot as a residential rental use, are exempt from the requirements of this section, and may be demolished in accordance with established procedures.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.150 - Tenant relocation assistance when units are to be demolished or removed.**

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A.

The provisions of this section are intended to provide relocation assistance to tenants facing eviction due to demolition or removal of the rental unit and where a notice of intent to terminate the tenancy is given by either the landlord or the tenant as required by Civil Code Section 1946.

B.

Any tenant residing in a rental unit of any type not stated as exempted herein, including any tenant residing in a mobile home, on the date the tenant gives or receives a notice of termination, is a qualified tenant for the purposes of the relocation assistance required by this section. Housing units owned, operated or managed by an educational institution for occupancy by students; by a nonprofit organization; by an extended medical care facility or by a government unit or agency or authority which are specifically exempted from municipal regulation pursuant to state or federal law are exempt from the provisions of this section.

C.

A landlord who intends to demolish or relocate a building with rental units subject to this section shall do all of the following:

1.

Make available to each tenant, at no cost, a reasonably complete and current list of vacant and available rental units which are comparable as to size and amenities to the rental unit occupied by the tenant; and

2.

Make a reasonable and good faith effort to assure that tenants without cars are driven, at no cost, and tenants with cars are assisted, in order to inspect replacement rental units; and

3.

Take reasonable steps to assist any disabled or handicapped **tenant** with relocation-related activities, including hiring an appropriate vehicle to transport the **tenant** if needed.

D.

If the landlord is not willing or able to comply with the actions set forth in subsection C, the landlord shall pay the city a fee established by resolution of the city council for the purpose of retaining a third party to provide the specified relocation assistance to each **tenant** in accordance with this section. If a third party service is utilized by the city to assist with relocation issues, an additional fee per unit shall be imposed to pay for the administrative costs associated with the service.

E.

Relocation assistance shall be provided in accordance with the procedures and amounts set forth in [Chapter 14.08](#), except that the notice of intent to terminate tenancy shall function in the manner of the notice of intent to withdraw.

F.

A demolition permit shall not be issued unless there is written proof the landlord has complied with the relocation assistance requirements of this section. The landlord shall provide proof of compliance with the relocation assistance requirements of this section to the community development department on a form provided by the department. The form shall be accompanied by a fee per unit set by resolution of the city council.

G.

This section shall not apply if the building is to be demolished or relocated pursuant to a plan to construct on the site an equal or greater number of housing units for extremely low, very low or low income households, which housing is to be developed, constructed, or acquired with federal, state or local government financial assistance.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.160 - Retaliation prohibited.**

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Retaliation against a **tenant** because of the **tenant's** exercise of rights under this chapter is prohibited. A hearing examiner or judge may consider the protections afforded by this chapter in evaluating a claim of retaliation. Nothing in this chapter shall be construed to prevent the lawful eviction of a **tenant** by appropriate legal means.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)

- **14.02.170 - Remedies.**

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A.

Criminal. Depending upon the nature and severity of the violation, a violation of this chapter may, at the option of the city attorney, be treated as an infraction or a misdemeanor, and upon conviction the penalty shall be the maximum possible allowed under state law.

B.

Civil. Any aggrieved person, or the city, may enforce the provisions of this chapter by means of a civil action. The burden of proof in such cases shall be preponderance of the evidence. Any person who violates the provisions of this chapter shall be liable to each party injured by such violation for actual damages sustained by such person, costs and reasonable attorneys' fees as determined by the court. In addition, the court may award punitive damages in a proper case as defined by Civil Code Section 3294.

C.

Defense to Action to Recover Possession. 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 recover possession of the rental unit (unlawful detainer action).

D.

Defense to Action to Collect Rent. Failure of a landlord to comply with any of the provisions of this chapter shall provide the **tenant** with an affirmative defense or counterclaim, if available, in any legal action brought by the landlord to collect rent.

E.

Injunctive Relief.

1.

Any person who commits, or proposes to commit, an act, or engages in any pattern and practice in violation of this chapter may be enjoined therefrom by any court of competent jurisdiction.

2.

Any action for injunctive relief under this chapter may be brought by the city attorney, by any aggrieved person, by other law enforcement agencies, by the district attorney or by any person or entity which will fairly and adequately represent the interests of a protected class under state or federal law.

3.

An aggrieved **tenant** may seek injunctive relief on his or her own behalf to enjoin the landlord's violation of this chapter.

F.

Remedies are Nonexclusive. Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive of each other or any other existing legal remedies.

(Ord. No. 374, § 1(Exh. 1), 5-6-2014)