



Sandra Rivera
Agency Director

Agenda Item _____ October 22, 2024

224 West Winton Ave
Room 110

Hayward, California
94544-1215

phone
510.670.5333
fax
510.670.6374

www.acgov.org/cda

October 8, 2024

Honorable Board of Supervisors
Administration Building
1221 Oak Street, Suite 536
Oakland, California 94612

Dear Board Members:

SUBJECT: FIRST READING OF UNINCORPORATED COUNTY JUST CAUSE FOR EVICTION ORDINANCE

RECOMMENDATION:

Adopt and approve a Just Cause for Eviction Ordinance for the Unincorporated Areas of Alameda County and incorporating by reference portions of California Civil Code section 1946.2.

BACKGROUND:

In 2018, your Board directed the Community Development Agency's (CDA's) Housing and Community Development Department (HCD) to research possible tenant protection options for the Unincorporated Area of Alameda County.

After hearings in 2021 and 2022 at the unincorporated Municipal Advisory Councils, and various Board Committees, on December 20, 2022 (Item No. 50) your Board approved a first reading of the Just Cause for Eviction (Just Cause) ordinance, among other tenant protection ordinances. At the second reading of the ordinance on February 28, 2023 (Item No. 92), the motion to adopt the ordinance failed to receive sufficient votes, and your Board directed staff to return to the Unincorporated Services Committee for further discussion to determine if a consensus could be found between rental housing providers and tenants in the Unincorporated County.

On June 28, 2023 (Item No. 1), the Unincorporated Services Committee determined that President Miley would spearhead stakeholder meetings and return to your Board with revised versions of the ordinance. In response to expressed community support, President Miley facilitated discussions between the parties regarding an Alameda County Just Cause ordinance.

As a result, in the Fall of 2023, President Miley hosted two facilitated stakeholder meetings with representatives from rental housing providers and tenants. Ordinances

for both Just Cause and Dispute Resolution were prepared based on these meetings and brought to your Board on February 27, 2024 (Item No. 70.2 & 70.3) but were not adopted.

Subsequently, on March 26, 2024, your Board appointed Supervisors Haubert and Marquez to serve on an Ad Hoc Committee staffed by HCD to receive further input from members of the community regarding a Just Cause for Eviction Ordinance for the Unincorporated Alameda County. In total, the Committee held three stakeholder meetings. The first was held on May 1, 2024 with rental housing provider representatives. The second meeting took place on May 23, 2024 with representatives from the Unincorporated County tenant community. The third and final meeting was held on July 1, 2024 with representatives from both stakeholder groups.

Your Board received an update on the Ad Hoc Committee's progress on September 17, 2024 and gave direction for the drafting of amended ordinances based on feedback from stakeholders. The proposed Just Cause ordinance reflects the direction given by your Board at that meeting.

DISCUSSION/SUMMARY:

Just Cause for Eviction ordinances provide a protective legal framework to govern when and how a landlord may evict a tenant. Historically, in jurisdictions with Just Cause ordinances, a tenant cannot be evicted unless a landlord can show one of the enumerated "just causes." In 2019, the State of California passed AB 1482, which enumerated the Just Causes required to evict a tenant. The State of California passed SB 567 in 2023 which further added to these State requirements.

The proposed ordinance implements Just Cause protections for tenants in the Unincorporated Areas of the County. The ordinance adopts by reference several sections of the State's Just Cause law (AB 1482 and SB 567) into the County's code to ensure consistency and enforceability.

Per the input provided by your Board on September 17, 2024, the proposed ordinance has been amended from the version previously considered by your Board as follows:

- Extends just cause protections to single family homes when the rental housing provider owns five or more rental units in the Unincorporated Areas of Alameda County.
- Reverts the term of tenancy required to qualify for Just Cause protections to twelve months for a single tenant, up from six months, and twenty-four months for at least one tenant in a multi-tenant lease, up from twelve months, in alignment with state law.
- Requires ninety days notification of a No-Fault Eviction for households with a school aged, elderly, disabled, or lower-income member. This replaces and removes the previously proposed additional relocation assistance for these protected classes.
- Requires that rental housing providers provide two months of relocation assistance, down from three months, when a tenant is evicted for a No-Fault reason.

The 14-day warning notice provisions contained in prior versions have also been removed to comport with a recent California Supreme Court decision which found that similar provisions were preempted by state law.

Board of Supervisors

October 8, 2024

Page 3

FINANCING:

There is no Net County Cost as a result of this action.

VISION 2026 GOAL:

Passage of a Just Cause for Eviction ordinance meets the 10X goal pathway of **Eliminate Homelessness** in support of our shared vision of **Safe & Livable Communities**.

Very truly yours,

DocuSigned by:
Sandra Rivera
4C216765DCDF437...

Sandra Rivera, Director
Community Development Agency

cc: Susan S. Muranishi, County Administrator
Donna R. Ziegler, County Counsel
Melissa Wilk, Auditor-Controller
Peilin Chen, County Administrator's Office
Caitlyn M. Gulyas, Office of the County Counsel
Lucy Romo, Community Development Agency

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 3.70 TO THE ALAMEDA COUNTY ORDINANCE CODE REGARDING JUST CAUSE FOR EVICTIONS IN THE UNINCORPORATED AREAS OF ALAMEDA COUNTY AND INCORPORATING BY REFERENCE CALIFORNIA CIVIL CODE SECTION 1946.2, EXCLUDING SUBDIVISIONS (G) OR (K) THEREOF, AS AMENDED, AND ESTABLISHING PENALTIES FOR VIOLATIONS

The Board of Supervisors of the County of Alameda, State of California, does ordain as follows:

SECTION I

The Board of Supervisors makes the following findings in support of this ordinance:

- A. There is a shortage of decent, safe, affordable, and sanitary housing in the unincorporated areas of Alameda County.
- B. The prolonged affordable housing crisis in the unincorporated areas of Alameda County impacts low income and working-class households, senior citizens, people of color, immigrants, and people with disabilities, and thereby has a disproportionate impact on certain classes of people, and evictions without cause increases homelessness, crime, and harms neighborhood stability and cohesion.
- C. Residential tenants, who constitute over 50% of the residents of unincorporated areas of Alameda County, often suffer great and serious hardship when forced to move from their homes.
- D. Given the increased housing cost burden faced by many residents of the unincorporated areas of Alameda County, excessive rent increases threaten the public health, safety, and welfare of over 10,000 households, including seniors, people with disabilities, those on fixed incomes, those with low and moderate income levels, and those with other special needs, to the extent that such persons may be forced to choose between paying rent and providing food, clothing, and medical care for themselves and their families.
- E. According to the 2019 American Community Survey, 50% of tenant households are "rent-burdened households," meaning the household pays 30% or more of its income on housing costs and 27% of tenant household are "extremely rent-burdened households," meaning the household pays 50% or more of its income on housing costs.
- F. Given these concerns, including the current and immediate threat to the health, safety, and welfare of tenants residing in the unincorporated areas of Alameda County and the adverse impacts that would result from a substantial decrease of affordable housing within the unincorporated areas of Alameda County, the Board of Supervisors determines that it is in the interest of preserving the public health, safety and general welfare to enact this ordinance adopting more protective just cause eviction protections.
- G. California adopted AB 1482 enacting the Tenant Protection Act of 2019, effective January 2, 2020, and amended by SB 1371 (2021), AB 3088 (2021), AB 978 (2022), and SB 567 (2023). The Tenant Protection Act provided statewide just cause tenant protections and relocation assistance to many tenants in the state.
- H. The Tenant Protection Act, in California Civil Code Section 1946.2(g)(1)(B), authorizes a local ordinance requiring just cause for termination of a residential tenancy to supplant the

provisions of the statute if the local ordinance is “more protective.” To qualify as “more protective” the local ordinance must be consistent with Section 1946.2; it must further limit the reasons for termination, provide for higher relocation assistance amounts, or provide additional tenant protections not prohibited by other provision of law; and the local government must make a binding finding within the local ordinance that it is more protective.

I. This ordinance incorporates by reference those provisions of the Tenant Protection Act requiring just cause for eviction (Civil Code section 1946.2), with the exception of “more protective” local provisions including, for example, expanded applicability of just cause protections; increased mandatory relocation assistance for No-Fault Evictions; heightened notice requirements for seniors, disabled persons, and families; and expanded Tenants’ right of return following substantial remodel.

J. Other sections of the Tenant Protection Act place statewide limits on rental rate increases (Civil Code section 1947.22). Those sections are not affected or adopted by this ordinance.

K. It is the express intent of this Board that the adoption in this ordinance by reference of the Tenant Protection Act is to include both the Act as it now exists and as subsequently modified or amended (*Palermo v. Stockton Theaters, Inc.* (1948) 32 Cal. 2d 53; 70 Ops. Cal. Atty. Gen. 49, 53 (1987)).

SECTION II

Chapter 3.70 is hereby added to the Alameda County Ordinance Code and reads as follows:

Chapter 3.70 – JUST CAUSE EVICTION

3.70.010 Purpose, Incorporation of State Law, and Statutory Findings

- A. The purpose of this Chapter is to promote neighborhood and community stability, healthy housing, and affordability for tenants in the unincorporated areas of Alameda County by controlling arbitrary evictions, while providing landlords a fair and reasonable return on their investment.
- B. The Board of Supervisors hereby incorporates into this Chapter 3.70 by reference California Civil Code section 1946.2, as amended, as the County of Alameda Tenant Protection Act, excluding only subdivisions (g)(regarding local ordinance preemption) and (k)(sunset of current statute), as it now exists and as subsequently modified or amended, but with the additional local changes contained in this Chapter 3.70.
- C. The Board of Supervisors finds that: (i) the just cause for termination of a residential tenancy under this Chapter is consistent with Civil Code section 1946.2; (ii) this Chapter provides for greater tenant protections by including just cause protections for some renters of single family homes, requiring greater relocation assistance of two months for each Tenant Household, expanding right of return to five years, providing increased protections for additional family occupants and the elderly, heightened notice requirements if a Tenant in the Tenant Household is under age 18, disabled, elderly or of lower income, and other additional tenant protections not prohibited by other provision of law; and (iii) this Chapter is more protective than the provisions of Civil Code section 1946.2.

3.70.020 Director Authority to Establish Procedures, Implement and Enforce Program

Except as otherwise provided herein, the provisions of this Chapter shall be administered and enforced by the Director of the Housing and Community Development Department of the Community Development Agency or the Director's designee. The Director may adopt such rules, regulations, procedures, and forms as may be required to implement this Chapter.

3.70.030 Definitions

Unless the particular provision or the context otherwise requires, the following definitions shall govern the interpretation and application of this Chapter:

- A. "At-Fault Eviction" means evictions brought under Civil Code section 1946.2(b)(1), as amended.
- B. "Elderly Tenant" means a tenant who is 62 years of age or older.
- C. "Housing Department" means the Housing and Community Development Department of the County of Alameda.
- D. "Housing Director" means the director of the Housing Department or the director's designated representative, acting either directly or through their assigned deputies and employees.
- E. "Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any Rental Unit, and the agent, representative, or successor of any of the foregoing.
- F. "No-Fault Eviction" means evictions brought under Civil Code section 1946.2(b)(2), as amended.
- G. "Rental Unit" means any unit in any real property (regardless of zoning status), including the land appurtenant thereto, that is rented or available for rent for residential use or occupancy (regardless of whether the unit is also used for other purposes), together with all housing-related services connected with use or occupancy of such property, such as common areas and recreational facilities held out for use by the tenant, including parking facilities.
- H. "Tenant" means a residential tenant, subtenant, lessee, sublessee, or other person entitled by written or oral rental agreement, or by sufferance, to the use or occupancy of a Rental Unit.
- I. "Tenant Household" means one or more Tenants who occupy an individual Rental Unit, including each dependent of a Tenant whose primary residence is the Rental Unit.
- J. "Termination Notice" shall have the meaning provided in Section 3.70.080.

3.70.040 Applicability and Exemptions

- A. Applicability. The provisions of this Chapter shall apply to (1) all eligible Tenants who have rented a subject Rental Unit in the unincorporated area of Alameda County that is subject

to this Chapter, and (2) to all Rental Units, in whole or in part, located in the unincorporated area of Alameda County, subject to the exemptions in paragraph B below.

- B. Exemptions. This Chapter shall not apply to the types of residential real properties and residential circumstances enumerated in Civil Code section 1946.2(e), as amended; provided, however, that this Chapter shall apply to single-family residences when the Landlord owns five or more Rental Units in the unincorporated areas of Alameda County.
- C. This Chapter shall not apply to an unlawful detainer action solely for nonpayment of rent originally due from March 1, 2020 through June 30, 2022, to the extent prohibited by California Code of Civil Procedure Section 1179.05 or any successor statute.
- D. If a Landlord claims the Rental Unit is exempt from this Chapter based upon the provisions in this Section, the Landlord must list the applicable exemption in the Termination Notice.

3.70.050 Just Cause Protections

After a tenant has continuously and lawfully occupied a Rental Unit for twelve (12) months or if any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the Rental Unit for twelve (12) months, then if at least one (1) tenant has continuously and lawfully occupied the Rental Unit for twenty four (24) months, a Landlord may not terminate the tenancy without just cause or take action to terminate any tenancy, including making a demand for possession of a Rental Unit, threatening to terminate a tenancy verbally or in writing, serving notice to quit or other eviction notice, or bringing action to recover possession or be granted recovery of possession of a Rental Unit, including by seeking the entry of an eviction judgment or by causing or permitting a writ of possession to be entered, unless the Landlord can demonstrate:

1. That the Landlord served a Termination Notice to the Tenant and delivered a copy of the Termination Notice to the Housing and Community Development Department in accordance with Section 3.70.080; and
2. That the termination qualifies as a just cause termination, whether At-Fault or No-Fault, in compliance with Civil Code section 1946.2(b), as amended, and this Chapter 3.70.

3.70.060 Just Causes For Termination

The only just causes for eviction pursuant to Section 3.70.050 shall be those enumerated in Civil Code section 1946.2(b), as amended.

3.70.070 Relocation Assistance Payments

- A. Each Tenant Household receiving a Termination Notice for a No-Fault Eviction, in addition to all rights under any other provision of law, shall be entitled to receive relocation assistance from the Landlord, in the amounts specified in paragraph C of this Section 3.70.070.
- B. A Landlord who pays relocation assistance, as required by this Section, in conjunction with a Termination Notice, is not obligated to pay subsequent relocation expenses for the same No-Fault Eviction under Section 3.70.060 for the same Rental Unit within 180 days

of the notice that included the required relocation payment. The relocation assistance required by this Section 3.70.070 is separate from any security or other refundable deposits as defined in California Civil Code Section 1950.5. Further, payment or acceptance of relocation assistance shall not operate as a waiver of any rights a Tenant may have under law.

- C. Each Tenant Household receiving a No-Fault Eviction Notice shall receive a sum equal to the value of two (2) months of the current rent amount, or two (2) months of Fair Market Rent for the size of the Rental Unit as established by the U.S. Department of Housing and Urban Development for the Oakland Fremont Alameda County Statistical Area, whichever is higher. The Landlord may elect to Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due, in lieu of a credit against the relocation assistance owed equal to one (1) month current value of rent. The remaining relocation assistance sum must be paid in accordance with Civil Code section 1946.2(d), as amended. In no case, however, shall the Landlord be obligated to provide more than twenty-eight thousand dollars (\$28,000) for each Tenant Household, unless this sum is less than one (1) month of current rent, in relocation assistance to all Tenants and members of the Tenant Household in the same Rental Unit.

3.70.080 Notice Terminating Tenancy

- A. A Termination Notice means the notice informing a Tenant Household of the termination of its tenancy in accordance with this Section and California Civil Code Section 1946.1 (term not specified) or California Code of Civil Procedure Section 1161 (unlawful detainer).
- B. Termination Notices provided to Tenants must contain the following:
 - 1. The reason for the termination of tenancy in accordance with Section 3.70.060; and
 - 2. If the notice is for a No-Fault Eviction, an explanation of the right to and amount of relocation assistance payments pursuant to Section 3.70.070; and
 - 3. If the notice is for a No-Fault Eviction under Civil Code section 1946.2(b)(2)(D)(intent to substantially remodel), this statement:

“When the needed repairs are completed on your unit, the Landlord must offer you the opportunity to return to your unit with a rental agreement containing similar terms as your original agreement, subject to an increase in rent if needed to afford the owner a reasonable rate of return”,

and a description of the right of first refusal, a description of all repairs to be performed, and an estimate of the time required to complete the repairs and the date upon which it is expected that the Rental Unit will be ready for habitation; and
 - 4. If the Termination Notice is for an At-Fault Eviction, the notice must state specific facts to permit a determination of the date, place, witnesses, and circumstances concerning the reason for the eviction.
- C. A Landlord serving a Termination Notice for a No-Fault Eviction to a Tenant Household with at least one (1) Tenant and one (1) or more children under the age of eighteen (18) years, person who is disabled, Elderly Tenant, or person who is lower income, as defined

by Health and Safety Code section 50079.5, shall serve the Termination Notice not less than ninety (90) days prior to the proposed termination date. This Section shall not apply if a longer notice period applies (for example, under the terms of the lease agreement between the parties); or if the Landlord is seeking to recover possession based on the Tenant causing or creating an imminent risk of physical harm to persons or property; or if the Landlord is seeking to recover possession based on the non-payment of rent.

- D. A copy of the Termination Notice issued to a Tenant shall be filed by the Landlord with the Housing Director within three (3) days after the service of the Termination Notice on the Tenant.

3.70.085 Rules, Regulations, Procedures and Forms

The Housing Director shall adopt reasonable rules, regulations, and forms as necessary to implement the procedures required in this Chapter.

3.70.090 Rental Units Withdrawn from the Rental Market

The Ellis Act (Government Code sections 7060, *et seq.*) governs a Landlords withdrawal of Rental Units from the rental market. This Chapter shall be interpreted and applied in a manner that does not conflict or interfere with the Ellis Act.

3.70.100 Additional Protections

- A. *Right of Return and First Right of Refusal.* All Tenants displaced based on termination of tenancy for a No-Fault Eviction under Civil Code section 1946.2(b)(2)(A) (owner move in) or Civil Code section 1946.2(b)(2)(D) (substantial remodel) shall have the first right of refusal to return to the unit if the Rental Unit should be returned to the rental market by the Landlord or a successor Landlord within five (5) years of displacement of the Tenant. All notices of termination of tenancy served under Civil Code section 1946.2(b)(2)(A) or Civil Code section 1946.2(b)(2)(D) shall state the current rent in effect at the time of termination of tenancy.
- B. *Protections for Families.* Notwithstanding any contrary provision in this Section, a Landlord shall not be permitted to recover possession of a Rental Unit as a result of the addition to the Rental Unit of a Tenant's child, parent, grandchild, grandparent, sibling, or spouse or domestic partner (as defined in California Family Code section 297) of such relatives, so long as the number of occupants does not exceed the maximum number of permitted occupants determined by applicable County building, housing or fire codes.
- C. *Retaliation Barred.* It shall be an affirmative defense to an action to recover possession of the Rental Unit that the eviction is knowingly or intentionally in retaliation for the Tenant reporting violations of this Chapter or other law, for exercising rights granted under this Chapter or other law, or for forming or participating in a Tenant organization.
 - 1. *Retaliatory Eviction.* It shall be unlawful for a Landlord to recover possession of a Rental Unit in retaliation of a Tenant exercising the Tenant's right to file a complaint with the County advising that a building, housing, nuisance Code or ordinance violation, or permit violation may exist on the property.
 - 2. *Rent Increase or other Retaliatory Actions.* The Landlord shall not engage in retaliatory conduct, such as improperly depriving the Tenant of use of the premises, decreasing

services, or increasing the rent, or otherwise improperly interfering with the Tenants' rights under the lease agreement.

- D. *Protections for the Elderly.* A Landlord shall not refuse to rent or lease or otherwise deny to or withhold from any person any Rental Unit because the age of a prospective Elderly Tenant would result in the Tenant acquiring rights under this Chapter.

3.70.110 Fees

The Board of Supervisors may establish a fee for services under this Chapter for each Rental Unit to fund the reasonable regulatory and administrative enforcement costs of the Just Cause program, as permitted by law. This fee may be established under a separate ordinance or resolution and assessed and collected with other similar fees (for example, a Rental Unit registration fee) from Landlords. The fee will be payable by the Landlord to the County. The Landlord may charge the Tenant up to one half (50%) of the fee on a reimbursement basis. While the Landlord may recover 50% of the fee from the Tenant, the fee is not "rent" and cannot form the basis of an eviction for non-payment.

3.70.120 Defenses and Remedies

- A. *Affirmative Defense.* Each Landlord that seeks to terminate a tenancy of a Tenant must comply with this Chapter. Failure to comply with an applicable provision of this Chapter may be asserted by a Tenant as a defense in an unlawful detainer action.
- B. *Civil Remedies.* Whenever a Landlord or anyone assisting a Landlord wrongfully recovers possession of a Rental Unit in violation of this Chapter, the Tenant or the County may institute a civil proceeding for injunctive relief, actual damages, and other relief deemed appropriate by the court or as provided for in Civil Code section 1946.2(h). Nothing in this Chapter is intended to limit the damages recoverable by any party through a private action.
- C. *Landlord Rights.* Nothing in this Chapter shall be deemed to interfere with the right of a Landlord to file an action against a Tenant or non-Tenant third party for the damage done to the Landlord's property.

3.70.130 Penalties

- A. Any Landlord who attempts to recover a Rental Unit in material violation of this Chapter 3.70 shall be liable to the Tenant in a civil action for the following:
1. the actual damages sustained by the Tenant;
 2. in the court's discretion, reasonable attorney's fees and costs;
 3. upon a showing that the Landlord 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.
- B. The county counsel may seek injunctive relief based on violations of this Chapter 3.70.

3.70.140 No Waiver

The provisions of this Chapter may not be waived, and any term of any lease, contract, or other

agreement which purports to waive or limit the substantive or procedural rights created under this Chapter are contrary to public policy, unenforceable, and void.

SECTION III

If any provision of this Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this Ordinance which can be implemented without the invalid provisions, and to this end, the provisions of this Ordinance are declared to be severable, and the Board of Supervisors hereby declares that it would have adopted this Ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

SECTION IV

This Ordinance shall take effect and be in force thirty (30) days from and after the date of passage and before the expiration of fifteen (15) days after its passage it shall be published once with the names of the members voting for and against the same in a newspaper of general circulation published in the County of Alameda.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on the ____ day of _____ 20__, by the following called vote:

AYES:

NOES:

EXCUSED:

ABSTAINED:

President of the Board of Supervisors

ATTEST:

Anika Campbell-Belton,
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM:

DONNA R. ZIEGLER, COUNTY COUNSEL

By: ^{Signed by:} Caitlyn M. Gulyas
Caitlyn M. Gulyas
Deputy County Counsel

ORDINANCE NO. _____

AN ORDINANCE ADDING CHAPTER 3.70 TO THE ALAMEDA COUNTY ORDINANCE CODE REGARDING JUST CAUSE FOR EVICTIONS IN THE UNINCORPORATED AREAS OF ALAMEDA COUNTY AND INCORPORATING BY REFERENCE CALIFORNIA CIVIL CODE SECTION 1946.2, EXCLUDING SUBDIVISIONS (G) OR (K) THEREOF, AS AMENDED, AND ESTABLISHING PENALTIES FOR VIOLATIONS

The Board of Supervisors of the County of Alameda, State of California, does ordain as follows:

SECTION I

The Board of Supervisors makes the following findings in support of this ordinance:

- A. There is a shortage of decent, safe, affordable, and sanitary housing in the unincorporated areas of Alameda County.
- B. The prolonged affordable housing crisis in the unincorporated areas of Alameda County impacts low income and working-class households, senior citizens, people of color, immigrants, and people with disabilities, and thereby has a disproportionate impact on certain classes of people, and evictions without cause increases homelessness, crime, and harms neighborhood stability and cohesion.
- C. Residential tenants, who constitute over 50% of the residents of unincorporated areas of Alameda County, often suffer great and serious hardship when forced to move from their homes.
- D. Given the increased housing cost burden faced by many residents of the unincorporated areas of Alameda County, excessive rent increases threaten the public health, safety, and welfare of over 10,000 households, including seniors, people with disabilities, those on fixed incomes, those with low and moderate income levels, and those with other special needs, to the extent that such persons may be forced to choose between paying rent and providing food, clothing, and medical care for themselves and their families.
- E. According to the 2019 American Community Survey, 50% of tenant households are "rent-burdened households," meaning the household pays 30% or more of its income on housing costs and 27% of tenant household are "extremely rent-burdened households," meaning the household pays 50% or more of its income on housing costs.
- F. Given these concerns, including the current and immediate threat to the health, safety, and welfare of tenants residing in the unincorporated areas of Alameda County and the adverse impacts that would result from a substantial decrease of affordable housing within the unincorporated areas of Alameda County, the Board of Supervisors determines that it is in the interest of preserving the public health, safety and general welfare to enact this ordinance adopting more protective just cause eviction protections.
- G. California adopted AB 1482 enacting the Tenant Protection Act of 2019, effective January 2, 2020, and amended by SB 1371 (2021), AB 3088 (2021), AB 978 (2022), and SB 567 (2023). The Tenant Protection Act provided statewide just cause tenant protections and relocation assistance to many tenants in the state.
- H. The Tenant Protection Act, in California Civil Code Section 1946.2(g)(1)(B), authorizes a local ordinance requiring just cause for termination of a residential tenancy to supplant the

provisions of the statute if the local ordinance is “more protective.” To qualify as “more protective” the local ordinance must be consistent with Section 1946.2; it must further limit the reasons for termination, provide for higher relocation assistance amounts, or provide additional tenant protections not prohibited by other provision of law; and the local government must make a binding finding within the local ordinance that it is more protective.

I. This ordinance incorporates by reference those provisions of the Tenant Protection Act requiring just cause for eviction (Civil Code section 1946.2), with the exception of “more protective” local provisions including, for example, ~~reduced tenancy eligibility from 12 to 6 months~~ expanded applicability of just cause protections; increased mandatory relocation assistance for No-Fault Evictions, ~~seniors, and disabled persons~~; heightened notice requirements for ~~At Fault Evictions~~ seniors, disabled persons, and families; and expanded Tenants’ right of return following substantial remodel ~~and enhanced protections for families~~.

J. Other sections of the Tenant Protection Act place statewide limits on rental rate increases (Civil Code section 1947.22). Those sections are not affected or adopted by this ordinance.

K. It is the express intent of this Board that the adoption in this ordinance by reference of the Tenant Protection Act is to include both the Act as it now exists and as subsequently modified or amended (*Palermo v. Stockton Theaters, Inc.* (1948) 32 Cal. 2d 53; 70 Ops. Cal. Atty. Gen. 49, 53 (1987)).

SECTION II

Chapter 3.70 is hereby added to the Alameda County Ordinance Code and reads as follows:

Chapter 3.70 – JUST CAUSE EVICTION

3.70.010 Purpose, Incorporation of State Law, and Statutory Findings

- A. The purpose of this Chapter is to promote neighborhood and community stability, healthy housing, and affordability for tenants in the unincorporated areas of Alameda County by controlling arbitrary evictions, while providing landlords a fair and reasonable return on their investment.
- B. The Board of Supervisors hereby incorporates into this Chapter 3.70 by reference California Civil Code section 1946.2, as amended, as the County of Alameda Tenant Protection Act, excluding only subdivisions (g)(regarding local ordinance preemption) and (k)(sunset of current statute), as it now exists and as subsequently modified or amended, but with the additional local changes contained in this Chapter 3.70.
- C. The Board of Supervisors finds that: (i) the just cause for termination of a residential tenancy under this Chapter is consistent with Civil Code section 1946.2; (ii) this Chapter provides for greater tenant protections by including just cause protections for some renters of single family homes, reducing the tenancy eligibility from 12 to 6 months for a tenant and from 24 to 12 months for additional adult tenants requiring greater relocation assistance of three two months for each Tenant Household, and one additional month if a Tenant in the Tenant Household is under age 18, disabled, elderly or of lower income expanding right of return to five years, providing increased protections for additional family occupants and the elderly, heightened notice requirements if a Tenant in the Tenant Household is under age 18, disabled, elderly or of lower income for At Fault Evictions, and other additional tenant protections not prohibited

by other provision of law; and (iii) this Chapter is more protective than the provisions of Civil Code section 1946.2.

3.70.020 Director Authority to Establish Procedures, Implement and Enforce Program

Except as otherwise provided herein, the provisions of this Chapter shall be administered and enforced by the Director of the Housing and Community Development Department of the Community Development Agency or the Director's designee. The Director may adopt such rules, regulations, procedures, and forms as may be required to implement this Chapter.

3.70.030 Definitions

Unless the particular provision or the context otherwise requires, the following definitions shall govern the interpretation and application of this Chapter:

- A. "At-Fault Eviction" means evictions brought under Civil Code section 1946.2(b)(1), as amended.
- B. "Elderly Tenant" means a tenant who is 62 years of age or older.
- C. "Housing Department" means the Housing and Community Development Department of the County of Alameda.
- D. "Housing Director" means the director of the Housing Department or the director's designated representative, acting either directly or through their assigned deputies and employees.
- E. "Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any Rental Unit, and the agent, representative, or successor of any of the foregoing.
- F. "No-Fault Eviction" means evictions brought under Civil Code section 1946.2(b)(2), as amended.
- ~~G. "Reasonable Time to Cure" means not less than fourteen (14) calendar days after receipt of Warning Notice.~~
- G. "Rental Unit" means any unit in any real property (regardless of zoning status), including the land appurtenant thereto ~~and spaces for mobile home dwelling units~~, that is rented or available for rent for residential use or occupancy (regardless of whether the unit is also used for other purposes), together with all housing-related services connected with use or occupancy of such property, such as common areas and recreational facilities held out for use by the tenant, including parking facilities.
- H. "Tenant" means a residential tenant, subtenant, lessee, sublessee, or other person entitled by written or oral rental agreement, or by sufferance, to the use or occupancy of a Rental Unit.
- I. "Tenant Household" means one or more Tenants who occupy an individual Rental Unit,

including each dependent of a Tenant whose primary residence is the Rental Unit.

J. "Termination Notice" shall have the meaning provided in Section 3.70.080.

~~L. "Warning Notice" means the notice for an At-Fault Eviction described in Section 3.70.060. A Warning Notice must be delivered in writing to the Rental Unit. The notice shall include sufficient details allowing a reasonable person to comply with the notice. The notice shall also include any information necessary to determine the date, time, place, witnesses present and other circumstances concerning the reason for the notice.~~

3.70.040 Applicability and Exemptions

- A. Applicability. The provisions of this Chapter shall apply to (1) all eligible Tenants who have rented a subject Rental Unit in the unincorporated area of Alameda County that is subject to this Chapter, and (2) to all Rental Units, in whole or in part, located in the unincorporated area of Alameda County, subject to the exemptions in paragraph B below.
- B. Exemptions. This Chapter shall not apply to the types of residential real properties and residential circumstances enumerated in Civil Code section 1946.2(e), as amended; provided, however, that this Chapter shall apply to single-family residences when the Landlord owns five or more Rental Units in the unincorporated areas of Alameda County.
- C. This Chapter shall not apply to an unlawful detainer action solely for nonpayment of rent originally due from March 1, 2020 through June 30, 2022, to the extent prohibited by California Code of Civil Procedure Section 1179.05 or any successor statute.
- D. If a Landlord claims the Rental Unit is exempt from this Chapter based upon the provisions in this Section, the Landlord must list the applicable exemption in the Termination Notice.

3.70.050 Just Cause Protections

- A. After a tenant has continuously and lawfully occupied a Rental Unit for ~~six (6)~~ twelve (12) months or if any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied a the Rental Unit for ~~six (6)~~ twelve (12) months, then if at least one (1) tenant has continuously and lawfully occupied a the Rental Unit for ~~twelve (12)~~ twenty four (24) months, a Landlord may not terminate the tenancy without just cause or take action to terminate any tenancy, including making a demand for possession of a Rental Unit, threatening to terminate a tenancy verbally or in writing, serving notice to quit or other eviction notice, or bringing action to recover possession or be granted recovery of possession of a Rental Unit, including by seeking the entry of an eviction judgment or by causing or permitting a writ of possession to be entered, unless the Landlord can demonstrate:
 - 1. That the Landlord served a Termination Notice to the Tenant and delivered a copy of the Termination Notice to the Housing and Community Development Department in accordance with Section 3.70.080; and
 - 2. That the termination qualifies as a just cause termination, whether At-Fault or No-Fault, in compliance with Civil Code section 1946.2(b), as amended, and this

Chapter 3.70.

- ~~B. In any action to recover possession of a Rental Unit pursuant to this Chapter, a Landlord must allege and prove that the Landlord seeks to recover possession of the unit with good faith.~~

3.70.060 Just Causes For Termination

- A. The only just causes for eviction pursuant to Section 3.70.050 shall be those enumerated in Civil Code section 1946.2(b), as amended.
- ~~B. A landlord may only serve a Termination Notice for At Fault Evictions if the Landlord has provided the Tenant a written Warning Notice and after fourteen days from services of the Warning Notice the Tenant fails to comply with the terms of the Warning Notice. The Warning Notice must contain sufficient details to allow a reasonable person to comply with the notice, include any information necessary to determine the date, time, place, witnesses present and other circumstances concerning the reason for the notice, and inform the Tenant that a failure to comply within fourteen days may result in the initiation of eviction proceedings. This Section shall not apply if a longer notice and cure period applies (for example, under the terms of the lease agreement between the parties); or if the Landlord is seeking to recover possession based on the Tenant causing or creating an imminent risk of physical harm to persons or property; or if the Landlord is seeking to recover possession based on the non payment of rent.~~

3.70.070 Relocation Assistance Payments

- A. Each Tenant Household receiving a Termination Notice for a No-Fault Eviction, in addition to all rights under any other provision of law, shall be entitled to receive relocation assistance from the Landlord, in the amounts specified in paragraph C of this Section 3.70.070.
- B. A Landlord who pays relocation assistance, as required by this Section, in conjunction with a Termination Notice, is not obligated to pay subsequent relocation expenses for the same No-Fault Eviction under Section 3.70.060 for the same Rental Unit within 180 days of the notice that included the required relocation payment. The relocation assistance required by this Section 3.70.070 is separate from any security or other refundable deposits as defined in California Civil Code Section 1950.5. Further, payment or acceptance of relocation assistance shall not operate as a waiver of any rights a Tenant may have under law.
- C. ~~A Landlord shall pay relocation assistance as follows:~~
1. Each Tenant Household receiving a No-Fault Eviction Notice shall receive a sum equal to the value of ~~three (3)~~ two (2) months of the current rent amount, or ~~three (3)~~ two (2) months of Fair Market Rent for the size of the Rental Unit as established by the U.S. Department of Housing and Urban Development for the Oakland Fremont Alameda County Statistical Area, whichever is higher. The Landlord may elect to Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due, in lieu of a credit against the relocation assistance owed equal to one (1) month current value of rent.

The remaining relocation assistance sum must be paid in accordance with Civil Code section 1946.2(d), as amended. In no case, however, shall the Landlord be obligated to provide more than twenty-eight thousand dollars (\$28,000) for each Tenant Household, unless this sum is less than one (1) month of current rent, in relocation assistance to all Tenants and members of the Tenant Household in the same Rental Unit ~~under this paragraph C.1 and under paragraph C.2 below.~~

- ~~2. In addition to the relocation assistance payment required by paragraph C.1, each Tenant Household with at least one (1) Tenant and one (1) or more children under the age of eighteen (18) years, person who is disabled, Elderly Tenant, or person who is lower income, as defined by Health and Safety Code section 50079.5, shall be entitled to receive one (1) an additional relocation assistance payment of one month of the current rent, half of which shall be paid within fifteen (15) calendar days of the Landlord's receipt of written notice from the Tenant of entitlement to the additional relocation assistance payment along with supporting evidence of each claimed entitlement. Within thirty (30) days after notification to the Landlord of a claim of entitlement to additional relocation assistance payments because of disability (as defined by Government Code section 12926), age, lower income status or having minor children in the household, the Landlord shall give a Warning Notice to the Tenant of the claim for additional relocation assistance payments indicating whether or not the Landlord disputes the claim. Either party may initiate a legal action to resolve the dispute.~~

3.70.080 Notice Terminating Tenancy

A. A Termination Notice means the notice informing a Tenant Household of the termination of its tenancy in accordance with this Section and California Civil Code Section 1946.1 (term not specified) or California Code of Civil Procedure Section 1161 (unlawful detainer).

B. Termination Notices provided to Tenants must contain the following:

1. The reason for the termination of tenancy in accordance with Section 3.70.060; and
2. If the notice is for a No-Fault Eviction, an explanation of the right to and amount of relocation assistance payments pursuant to Section 3.70.070; and
3. If the notice is for a No-Fault Eviction under Civil Code section 1946.2(b)(2)(D)(intent to substantially remodel), this statement:

“When the needed repairs are completed on your unit, the Landlord must offer you the opportunity to return to your unit with a rental agreement containing similar terms as your original agreement, subject to an increase in rent if needed to afford the owner a reasonable rate of return”,

and a description of the right of first refusal, a description of all repairs to be performed, and an estimate of the time required to complete the repairs and the date upon which it is expected that the Rental Unit will be ready for habitation; and

4. If the Termination Notice is for an At-Fault Eviction, the notice must state specific facts to permit a determination of the date, place, witnesses, and circumstances concerning

~~the reason for the eviction. All Warning Notices required for an At-Fault Eviction in Section 3.70.060, shall be attached to any corresponding Termination Notice.~~

- C. A Landlord serving a Termination Notice for a No-Fault Eviction to a Tenant Household with at least one (1) Tenant and one (1) or more children under the age of eighteen (18) years, person who is disabled, Elderly Tenant, or person who is lower income, as defined by Health and Safety Code section 50079.5, shall serve the Termination Notice not less than ninety (90) days prior to the proposed termination date. This Section shall not apply if a longer notice period applies (for example, under the terms of the lease agreement between the parties); or if the Landlord is seeking to recover possession based on the Tenant causing or creating an imminent risk of physical harm to persons or property; or if the Landlord is seeking to recover possession based on the non-payment of rent.
- D. A copy of the Termination Notice issued to a Tenant shall be filed by the Landlord with the Housing Director within three (3) days after the service of the Termination Notice on the Tenant.

3.70.085 Rules, Regulations, Procedures and Forms

The Housing Director shall adopt reasonable rules, regulations, and forms as necessary to implement the procedures required in this Chapter.

3.70.090 Rental Units Withdrawn from the Rental Market

The Ellis Act (Government Code sections 7060, *et seq.*) governs a Landlords withdrawal of Rental Units from the rental market. This Chapter shall be interpreted and applied in a manner that does not conflict or interfere with the Ellis Act.

3.70.100 Additional Protections

- A. *Right of Return and First Right of Refusal.* All Tenants displaced based on termination of tenancy for a No-Fault Eviction under Civil Code section 1946.2(b)(2)(A) (owner move in) or Civil Code section 1946.2(b)(2)(D) (substantial remodel) shall have the first right of refusal to return to the unit if the Rental Unit should be returned to the rental market by the Landlord or a successor Landlord within five (5) years of displacement of the Tenant. All notices of termination of tenancy served under Civil Code section 1946.2(b)(2)(A) or Civil Code section 1946.2(b)(2)(D) shall state the current rent in effect at the time of termination of tenancy.
- B. *Protections for Families.* Notwithstanding any contrary provision in this Section, a Landlord shall not be permitted to recover possession of a Rental Unit as a result of the addition to the Rental Unit of a Tenant's child, parent, grandchild, grandparent, sibling, or spouse or domestic partner (as defined in California Family Code section 297) of such relatives, so long as the number of occupants does not exceed the maximum number of permitted occupants determined by applicable County building, housing or fire codes.
- C. *Retaliation Barred.* It shall be an affirmative defense to an action to recover possession of the Rental Unit that the eviction is knowingly or intentionally in retaliation for the Tenant reporting violations of this Chapter or other law, for exercising rights granted under this Chapter or other law, or for forming or participating in a Tenant organization.
 - 1. *Retaliatory Eviction.* It shall be unlawful for a Landlord to recover possession of a Rental

Unit in retaliation of a Tenant exercising the Tenant's right to file a complaint with the County advising that a building, housing, nuisance Code or ordinance violation, or permit violation may exist on the property.

2. *Rent Increase or other Retaliatory Actions.* The Landlord shall not engage in retaliatory conduct, such as improperly depriving the Tenant of use of the premises, decreasing services, or increasing the rent, or otherwise improperly interfering with the Tenants' rights under the lease agreement.

- D. *Protections for the Elderly.* A Landlord shall not refuse to rent or lease or otherwise deny to or withhold from any person any Rental Unit because the age of a prospective Elderly Tenant would result in the Tenant acquiring rights under this Chapter.

3.70.110 Fees

The Board of Supervisors may establish a fee for services under this Chapter for each Rental Unit to fund the reasonable regulatory and administrative enforcement costs of the Just Cause program, as permitted by law. This fee may be established under a separate ordinance or resolution and assessed and collected with other similar fees (for example, a Rental Unit registration fee) from Landlords. The fee will be payable by the Landlord to the County. The Landlord may charge the Tenant up to one half (50%) of the fee on a reimbursement basis. While the Landlord may recover 50% of the fee from the Tenant, the fee is not "rent" and cannot form the basis of an eviction for non-payment.

3.70.120 Defenses and Remedies

- A. *Affirmative Defense.* Each Landlord that seeks to terminate a tenancy of a Tenant must comply with this Chapter. Failure to comply with an applicable provision of this Chapter may be asserted by a Tenant as a defense in an unlawful detainer action.
- B. *Civil Remedies.* Whenever a Landlord or anyone assisting a Landlord wrongfully recovers possession of a Rental Unit in violation of this Chapter, the Tenant or the County may institute a civil proceeding for injunctive relief, actual damages, and other relief deemed appropriate by the court or as provided for in Civil Code section 1946.2(h). Nothing in this Chapter is intended to limit the damages recoverable by any party through a private action.
- C. *Landlord Rights.* Nothing in this Chapter shall be deemed to interfere with the right of a Landlord to file an action against a Tenant or non-Tenant third party for the damage done to the Landlord's property.

3.70.130 Penalties

- A. Any Landlord who attempts to recover a Rental Unit in material violation of this Chapter 3.70 shall be liable to the Tenant in a civil action for the following:
 1. the actual damages sustained by the Tenant;
 2. in the court's discretion, reasonable attorney's fees and costs;
 3. upon a showing that the Landlord 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.

B. The county counsel may seek injunctive relief based on violations of this Chapter 3.70.

3.70.140 No Waiver

The provisions of this Chapter may not be waived, and any term of any lease, contract, or other agreement which purports to waive or limit the substantive or procedural rights created under this Chapter are contrary to public policy, unenforceable, and void.

SECTION III

If any provision of this ~~Chapter~~ Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this ~~Chapter~~ Ordinance which can be implemented without the invalid provisions, and to this end, the provisions of this ~~Chapter~~ Ordinance are declared to be severable, and the Board of Supervisors hereby declares that it would have adopted this ~~Chapter~~ Ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

SECTION IV

This Ordinance shall take effect and be in force thirty (30) days from and after the date of passage and before the expiration of fifteen (15) days after its passage it shall be published once with the names of the members voting for and against the same in a newspaper of general circulation published in the County of Alameda.

Adopted by the Board of Supervisors of the County of Alameda, State of California, on the ____ day of _____ 20__, by the following called vote:

AYES:

NOES:

EXCUSED:

ABSTAINED:

President of the Board of Supervisors

ATTEST:

Anika Campbell-Belton,
Clerk of the Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM:

DONNA R. ZIEGLER, COUNTY COUNSEL

By: _____
Caitlyn M. Gulyas
Deputy County Counsel