

ORDINANCE NUMBER O- **21769** (NEW SERIES)

DATE OF FINAL PASSAGE FEB 27 2024

AN ORDINANCE AMENDING CHAPTER 9, ARTICLE 8, DIVISION 7 OF THE SAN DIEGO MUNICIPAL CODE BY AMENDING SECTIONS 98.0702, 98.0704, AND 98.0709, AND BY ADDING NEW SECTION 98.0710, RELATING TO RESIDENTIAL TENANT PROTECTIONS.

WHEREAS, the Council of the City of San Diego (Council) adopted San Diego Municipal Code sections 98.0701 through 98.0709, Residential Tenant Protections Ordinance (TPO), by San Diego Ordinance O-21647 (May 25, 2023), with the goal of being more protective than the California Tenant Protection Act of 2019, Assembly Bill 1482 (2019-2020 Reg. Sess.), California Civil Code section 1946.2 (Act), by requiring just cause for termination of a residential tenancy, further limiting the reasons for termination of a residential tenancy, providing higher relocation assistance amounts, and providing additional tenant protections that are not prohibited by any provision of law; and

WHEREAS, the State of California amended California Civil Code section 1946.2 by Senate Bill 567 (2023-2024 Reg. Sess.), effective April 1, 2024 (SB 567), to increase existing tenant protections under the Act for no-fault just cause termination of tenancy based on a landlord's intent to occupy the residential rental property and substantially remodel or demolish the residential rental property, and providing new enforcement mechanisms; and

WHEREAS, the City wishes to provide stronger tenant protections Citywide to protect renters from displacement and homelessness and to promote housing and neighborhood stability; and

WHEREAS, this Ordinance amends the TPO to be consistent with California Civil Code section 1946.2, as amended by SB 567, by amending the grounds for no-fault just cause

termination of tenancy based on a landlord's intent to occupy and demolish or substantially remodel the residential rental property, and the remedies available for a tenant; and

WHEREAS, the TPO, as amended by this Ordinance, further limits the reasons for termination of a residential tenancy and is more protective than California Civil Code section 1946.2, provides higher relocation assistance amounts than California Civil Code section 1946.2, and provides additional tenant protections that are not prohibited by any provision of law; and

WHEREAS, the Council intends that the TPO, as amended by this Ordinance, be more protective than California Civil Code section 1946.2 and that the TPO, as amended by this Ordinance, shall apply to residential tenancies in the City rather than California Civil Code section 1946.2; and

WHEREAS, the Council intends that the TPO, as amended by this Ordinance, address threats to the public health, safety, and welfare of the residents of the City, to ensure that residents continue to have stable housing, and protect residents from avoidable homelessness; and

WHEREAS, the provisions of Chapter 1, Article 2, of the San Diego Municipal Code, including the enforcement of judicial and administrative remedies, shall apply to the TPO, as amended by this Ordinance; and

WHEREAS, San Diego Municipal Code section 11.0205 titled "Validity of Code – Severability" shall apply to the TPO, as amended by this Ordinance; and

WHEREAS, the Office of the City Attorney has drafted this Ordinance based on the information provided by City and City Council staff, with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

BE IT ORDAINED, by the Council of the City of San Diego, as follows:

Section 1. That Chapter 9, Article 8, Division 7 of the San Diego Municipal Code is amended by amending sections 98.0702, 98.0704, and 98.0709, to read as follows:

**§98.0702 Definitions**

For the purposes of this Division, defined terms appear in italics. The following definitions apply in this Division:

*Buyout agreement through Dwelling unit* [No change in text.]

*Family trust* means a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are related to each other as sibling, spouse, domestic partner, child (by blood or adoption), parent, grandparent, or grandchild (by blood or adoption).

*Landlord* means an *owner* and any person, acting as principal or through an agent, who has the right to offer *residential rental property* for rent, and includes a predecessor in interest to the *landlord*.

*Lease* [No change in text.]

*Natural person* includes a natural person who is a settlor or beneficiary of a *family trust*; or if the *residential rental property* is owned by a limited liability company or partnership, a natural person with a 25 percent ownership in the *residential rental property*.

*Non-profit transitional housing* [No change in text.]

*Owner* means a *natural person* that has at least a 25 percent recorded ownership interest in the *residential rental property*; a *natural person* who has any recorded ownership interest in the *residential rental property* if 100 percent of the recorded ownership is divided among owners who are related to each other as sibling,

spouse, domestic partner, child (by blood or adoption), parent, grandparent, or grandchild (by blood or adoption); or a *natural person* whose recorded interest in the *residential rental property* is owned through a limited liability company or partnership.

*Residential rental property* through *Tenant* [No change in text.]

**§98.0704 Just Cause Required for Termination of Tenancy**

A *landlord* shall not terminate a *tenancy* without just cause. For purposes of this Division, just cause includes at-fault just cause and no-fault just cause.

(a) [No change in text.]

(b) **No-Fault Just Cause.** No-fault just cause is any of the following actions taken by the *landlord* in good faith, meaning the *landlord* acts without ulterior motives and with honest intent:

(1) The *owner* seeks to recover possession to occupy the *residential rental property* for the *owner* or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent for a minimum of 12 continuous months as that person's primary residence.

(A) For *leases* entered into on or after June 24, 2023, section 98.0704(b)(1) shall apply only if the *tenant* agrees to the termination in writing or if the *lease* expressly allows the *owner* to terminate the *lease* if the *owner* unilaterally decides to occupy the *residential rental property* for the *owner* or their spouse, domestic partner, child (by blood or

adoption), grandchild (by blood or adoption), parent, or grandparent.

- (B) For *tenancies* in effect prior to June 24, 2023, the addition of a provision allowing the *owner* to terminate the *lease* as described in section 98.0704(b)(1) to a new *lease*, renewed *lease*, or fixed-term *lease* constitutes a substantially similar provision for the purposes of section 98.0704(a)(5).
- (C) Section 98.0704(b)(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.
- (D) The written notice terminating a *tenancy* for just cause under section 98.0704(b)(1) shall contain the name or names and relationship to the *owner* of the intended occupant. In addition, the written notice shall include notification that the *tenant* may request proof that the intended occupant is the *owner* or related to the *owner*. The *owner* shall provide *tenant* the proof upon request, which may include an operating agreement and other non-public documents.
- (E) Section 98.0704(b)(1) applies only if the intended occupant moves into the *residential rental property* within 90 days after the *tenant* vacates and occupies the *residential rental property* for at least 12 continuous months.

- (F) If the intended occupant does not occupy the *residential rental property* within 90 days after the *tenant* vacates or does not occupy the *residential rental property* for at least 12 continuous months, the *owner* shall offer the *residential rental property* 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 terminating the *tenancy*.
- (G) If the intended occupant moves into the *residential rental property* within 90 days after the *tenant* vacates, but dies before having occupied the *residential rental property* as a primary residence for 12 continuous months, this will not be considered a failure to comply with section 98.0704(b)(1) or a violation of section 98.0704(b)(1) by the *owner*.
- (H) For a new *tenancy* commenced during the time periods in section 98.0704(b)(1)(E), the *residential rental property* shall be offered and rented or leased at the lawful rent in effect at the time any written notice of terminating a *tenancy* is served.

(I) For purposes of section 98.0704(b)(1), intended occupant means the *owner* or their spouse, domestic partner, child (by blood or adoption); grandchild (by blood or adoption), parent, or grandparent.

(2) through (3) [No change in text.]

(4) The *landlord* seeks to recover possession to demolish or to substantially remodel the *residential rental property*.

(A) For purposes of section 98.0704(b)(4), substantially remodel means either of the following that cannot be reasonably accomplished in a safe manner with the *tenant* in place and that requires the *tenant* to vacate the *residential rental property* for at least 30 continuous days:

(i) the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency; or

(ii) the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws.

(B) For purposes of section 98.0704(b)(4), a *tenant* is not required to vacate the *residential rental property* on any days where a *tenant* could continue living in the *residential rental property* without violating federal, state, or local

laws regarding health, safety, and habitability. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the *residential rental property* vacated, do not qualify as substantial remodel.

- (C) If permits are required for the demolition or substantial remodel of the *residential rental property*, *landlord* shall:
- (i) post at the *residential rental property* a copy of the application for the necessary permits within three business days of submittal of the application; and
  - (ii) secure permits necessary for the demolition or substantial remodel of the *residential rental property* prior to issuing the written notice required in section 98.0704(b)(4)(D).
- (D) A written notice terminating a *tenancy* for just cause under section 98.0704(b)(4) shall include all the following, certified under penalty of perjury:
- (i) A statement informing the *tenant* of the *landlord's* intent to demolish or substantially remodel the *residential rental property*.
  - (ii) 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 landlord 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 of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the landlord of your acceptance of the offer.

- (iii) A description of the substantial remodel to be completed with the approximate expected duration of the substantial remodel or, if the *residential rental property* is to be demolished, the expected date by which the *residential rental property* will be demolished, together with the following:
  - (I) a copy of the permits necessary for the demolition or substantial remodel; or
  - (II) only if a notice is issued under section 98.0704(b)(4)(A)(ii) and the substantial remodel does not require any permit, a copy of the signed contract with the contractor

hired by the *landlord* to complete the substantial remodel that reasonably details the work that will be undertaken to abate the hazardous materials as described in section 98.0704(b)(4)(A)(ii).

- (iv) A statement stating why the work cannot be reasonably accomplished in a safe manner with the *tenant* in place and requires the *tenant* to vacate the *residential rental property* for at least 30 continuous days.
- (v) A notification to *tenant* in compliance with section 98.0706(b)(1)(C).

**§98.0709 Remedies**

(a) through (e) [No change in text.]

(f) In the court's discretion, a *landlord* who attempts to recover possession of a *residential rental property* in material violation of this Division shall be liable to the *tenant* in a civil action for reasonable attorney's fees and costs.

(g) through (h) [No change in text.]

Section 2. That Chapter 9, Article 8, Division 7 of the San Diego Municipal Code is amended by adding section 98.0710, to read as follows:

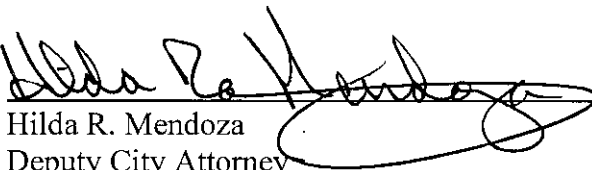
**§98.0710 Failure to Comply with Division**

In addition to other remedies applicable to *landlord's* failure to comply with this Division, a *landlord's* failure to comply with any provision of this Division shall render void any notice of termination required by this Division.

Section 3. That a full reading of this Ordinance is dispensed with prior to passage, a written copy having been made available to the Council and the public prior to the day of its passage.

Section 4. That this Ordinance shall take effect and be in force on the thirtieth day from and after its final passage.

APPROVED: MARA W. ELLIOTT, City Attorney

By   
Hilda R. Mendoza  
Deputy City Attorney

HRM:JAG:nja  
12/21/2023  
Or. Dept: Council District 9  
Doc. No. 3524825

I hereby certify that the foregoing Ordinance was passed by the Council of the City of San Diego, at this meeting of FEB 27 2024.

DIANA J.S. FUENTES  
City Clerk

By Connie Patterson  
Deputy City Clerk

Approved: 2/27/24  
(date)

Todd Gloria  
TODD GLORIA, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
TODD GLORIA, Mayor

**STRIKEOUT ORDINANCE**

**OLD LANGUAGE: ~~Struck Out~~**

**NEW LANGUAGE: Double Underline**

ORDINANCE NUMBER O-\_\_\_\_\_ (NEW SERIES)

DATE OF FINAL PASSAGE \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 9, ARTICLE 8, DIVISION 7 OF THE SAN DIEGO MUNICIPAL CODE BY AMENDING SECTIONS 98.0702, 98.0704, AND 98.0709, AND BY ADDING NEW SECTION 98.0710, RELATING TO RESIDENTIAL TENANT PROTECTIONS.

**§98.0702 Definitions**

For the purposes of this Division, defined terms appear in italics. The following definitions apply in this Division:

*Buyout agreement through Dwelling unit* [No change in text.]

*Family trust* means a revocable living trust or irrevocable trust in which the settlers and beneficiaries of the trust are persons who are related to each other as sibling, spouse, domestic partner, child (by blood or adoption), parent, grandparent, or grandchild (by blood or adoption).

*Landlord* means an owner and any person, acting as principal or through an agent, having who has the right to offer *residential rental property* for rent, and includes a predecessor in interest to the *landlord*.

*Lease* [No change in text.]

*Natural person* includes a natural person who is a settlor or beneficiary of a *family trust*; or if the *residential rental property* is owned by a limited liability company

or partnership, a natural person with a 25 percent ownership in the residential rental property.

*Non-profit transitional housing* [No change in text.]

Owner means a natural person that has at least a 25 percent recorded ownership interest in the residential rental property; a natural person who has any recorded ownership interest in the residential rental property if 100 percent of the recorded ownership is divided among owners who are related to each other as sibling, spouse, domestic partner, child (by blood or adoption), parent, grandparent, or grandchild (by blood or adoption); or a natural person whose recorded interest in the residential rental property is owned through a limited liability company or partnership.

*Residential rental property through Tenant* [No change in text.]

**§98.0704 Just Cause Required for Termination of Tenancy**

A *landlord* shall not terminate a *tenancy* without just cause. For purposes of this Division, just cause includes at-fault just cause and no-fault just cause.

(a) [No change in text.]

(b) **No-Fault Just Cause.** No-fault just cause is any of the following actions taken by the *landlord* in good faith, meaning the *landlord* acts without ulterior motives and with honest intent:

- (1) The *landlord owner* seeks to recover possession to occupy the *residential rental property* for the *landlord owner* or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent for a minimum of 12 continuous months as that person's primary residence.

- (A) For *leases* entered into on or after June 24, 2023, section 98.0704(b)(1) shall apply only if the *tenant* agrees to the termination in writing or if the *lease* expressly allows the *landlord* owner to terminate the *lease* if the *landlord* owner unilaterally decides to occupy the *residential rental property* for the *landlord* owner or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent.
- (B) For *tenancies* in effect prior to June 24, 2023, the addition of a provision allowing the *landlord* owner to terminate the *lease* as described in section 98.0704(b)(1) to a new *lease* lease, renewed *lease*, or fixed-term *lease* constitutes a substantially similar provision for the purposes of section 98.0704(a)(5).
- (C) Section 98.0704(b)(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.
- (D) The written notice terminating a *tenancy* for just cause under section 98.0704(b)(1) shall contain the name or names and relationship to the *owner* of the intended occupant. In addition, the written notice shall include notification that the *tenant* may request proof that the intended occupant is the *owner* or related to the *owner*. The

owner shall provide tenant the proof upon request, which may include an operating agreement and other non-public documents.

(E) Section 98.0704(b)(1) applies only if the intended occupant moves into the residential rental property within 90 days after the tenant vacates and occupies the residential rental property for at least 12 continuous months.

(F) If the intended occupant does not occupy the residential rental property within 90 days after the tenant vacates or does not occupy the residential rental property for at least 12 continuous months, the owner shall offer the residential rental property 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 terminating the tenancy.

(G) If the intended occupant moves into the residential rental property within 90 days after the tenant vacates, but dies before having occupied the residential rental property as a primary residence for 12 continuous months, this will not be considered a failure to comply with section



98.0704(b)(1) or a violation of section 98.0704(b)(1) by the owner.

(H) For a new tenancy commenced during the time periods in section 98.0704(b)(1)(E), the residential rental property shall be offered and rented or leased at the lawful rent in effect at the time any written notice of terminating a tenancy is served.

(I) For purposes of section 98.0704(b)(1), intended occupant means the owner or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent.

(2) through (3) [No change in text.]

(4) The *landlord* seeks to recover possession to demolish or to substantially remodel the *residential rental property*, provided the *landlord* does all the following:

(A) posts at the *residential rental property* the application for the necessary permits within three business days of submittal of the application;

(B) secures permits necessary for the demolition or substantial remodel; and

(C) serves a copy of the necessary permits with a written termination notice, certified under penalty of perjury, stating the reason for termination, the type and scope of the

~~work to be performed, why the work cannot be reasonably accomplished in a safe manner with the *tenant* in place, and why the work requires the *tenant* to vacate the *residential rental property* for at least 30 days.~~

For purposes of section 98.0704(b)(4), substantially remodel means either of the following that cannot be reasonably accomplished in a safe manner with the *tenant* in place and that requires the *tenant* to vacate the *residential rental property* for at least 30 continuous days:

- (i) the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency; or
- (ii) the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, ~~that cannot be reasonably accomplished in a safe manner with the *tenant* in place and that requires the *tenant* to vacate the *residential rental property* for at least 30 days.~~

(B) For purposes of section 98.0704(b)(4), a *tenant* is not required to vacate the *residential rental property* on any days where a *tenant* could continue living in the *residential*

rental property without violating federal, state, or local laws regarding health, safety, and habitability. Substantially remodel does not include cosmetic Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential rental property vacated, do not qualify as a substantial remodel.

(C) If permits are required for the demolition or substantial remodel of the residential rental property, landlord shall:

- (i) post at the residential rental property a copy of the application for the necessary permits within three business days of submittal of the application; and
- (ii) secure permits necessary for the demolition or substantial remodel of the residential rental property prior to issuing the written notice required in section 98.0704(b)(4)(D).

(D) A written notice terminating a tenancy for just cause under section 98.0704(b)(4) shall include all the following, certified under penalty of perjury:

- (i) A statement informing the tenant of the landlord's intent to demolish or substantially remodel the residential rental property.
- (ii) 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 landlord 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 of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the landlord of your acceptance of the offer.

(iii) A description of the substantial remodel to be completed with the approximate expected duration of the substantial remodel or, if the *residential rental property* is to be demolished, the expected date by which the *residential rental property* will be demolished, together with the following:

(I) a copy of the permits necessary for the demolition or substantial remodel; or

(II) only if a notice is issued under section 98.0704(b)(4)(A)(ii) and the substantial

remodel does not require any permit, a copy of the signed contract with the contractor hired by the landlord to complete the substantial remodel that reasonably details the work that will be undertaken to abate the hazardous materials as described in section 98.0704(b)(4)(A)(ii).

(iv) A statement stating why the work cannot be reasonably accomplished in a safe manner with the tenant in place and requires the tenant to vacate the residential rental property for at least 30 continuous days.

(v) A notification to tenant in compliance with section 98.0706(b)(1)(C).

**§98.0709 Remedies**

(a) through (e) [No change in text.]

(f) ~~In an action between landlord and tenant brought under this Division that is not an unlawful detainer action, the prevailing party shall recover costs and reasonable attorney fees.~~ In the court's discretion, a landlord who attempts to recover possession of a residential rental property in material violation of this Division shall be liable to the tenant in a civil action for reasonable attorney's fees and costs.

(g) through (h) [No change in text.]

**§98.0710**      **Failure to Comply with Division**

In addition to other remedies applicable to *landlord's* failure to comply with this Division, a *landlord's* failure to comply with any provision of this Division shall render void any notice of termination required by this Division.

HRM:JAG:nja  
12/21/2023  
Or. Dept: Council District 9  
Doc. No. 3523256

Passed by the Council of The City of San Diego on FEB 27 2024, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District 4 - vacant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage FEB 27 2024.

AUTHENTICATED BY:

TODD GLORIA  
Mayor of The City of San Diego, California.

(Seal)

DIANA J.S. FUENTES  
City Clerk of The City of San Diego, California.

By Linda Irwin, Deputy  
For Gilbert Sanchez

I HEREBY CERTIFY that the foregoing ordinance was not finally passed until twelve calendar days had elapsed between the day of its introduction and the day of its final passage, to wit, on

FEB 06 2024, and on FEB 27 2024.

I FURTHER CERTIFY that said ordinance was read in full prior to passage or that such reading was dispensed with by a vote of five members of the Council, and that a written copy of the ordinance was made available to each member of the Council and the public prior to the day of its passage.

(Seal)

DIANA J.S. FUENTES  
City Clerk of The City of San Diego, California.

By Linda Irwin, Deputy  
For Gilbert Sanchez

Office of the City Clerk, San Diego, California

Ordinance Number O- **21769**