Article 8: Housing

Division 7: Residential Tenant Protections
(“Tenants’ Right to Know Regulations” added 3–30–2004 by O–19269 N.S.)
(Retitled to “Residential Tenant Protections” on 5-25-2023 by O-21647 N.S.;
effective 6-24-2023.)

§98.0701 Purpose and Intent

The purpose and intent of this Division is to promote stability in the San Diego rental housing market and limit adverse impacts on displaced tenants forced to find replacement housing in the expensive and limited San Diego housing market. This Division protects the rights of tenants by requiring just cause for termination of a tenancy consistent with California Civil Code section 1946.2, limiting the grounds for termination of a tenancy, requiring greater tenant relocation assistance in specified circumstances, and providing additional tenant protections. The rights conferred by this Division are in addition to any existing rights provided to tenants by state or federal law.

(“Purpose of Tenants’ Right to Know Regulations” added 3–30–2004 by O–19269 N.S.)
(Retitled to “Purpose and Intent” and amended 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)

§98.0702 Definitions

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

Buyout agreement means an agreement where the landlord pays the tenant money or other consideration to vacate the residential rental property. A buyout agreement does not include an agreement to settle a pending unlawful detainer action.

Buyout offer means any discussion or bargaining, whether oral or written, between a tenant and a landlord regarding the possibility of entering into a buyout agreement. A counteroffer by the tenant does not end discussion or bargaining of a buyout offer.

Commission means the San Diego Housing Commission.

Disabled means any person with a disability as defined in California Government Code section 12955.3, as may be amended.
Dwelling unit has the same meaning as in San Diego Municipal Code section 113.0103, as may be amended.

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

Lease means any lease, sublease, or agreement, written or oral, for the use and occupancy of residential rental property.

Non-profit transitional housing means temporary housing operated by a non-profit organization for up to 24 months with supportive services to individuals and families with the goal of interim stability and support to successfully move to and maintain permanent housing, which may cover housing costs and accompanying supportive services for program participants.

Residential rental property means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.

Retaliation means any threat or any other adverse action against a tenant for exercising or attempting to exercise any right guaranteed under this Division.

Section 8 means residential rental property in which the tenant receives tenant-based housing assistance under Section 8 of the United States Housing Act of 1937, also known as the Housing Choice Voucher Program.

Senior means any person 62 years old or older.

Tenancy means the lawful right or entitlement of a tenant to continuously use or occupy a residential rental property for more than 30 days. A tenancy does not include a lease for a fixed-term of three months or less, including any extensions or renewals of that lease for a fixed-term of three months or less.

Tenant means a tenant, subtenant, lessee, sublessee, or any other natural person entitled to lease any residential rental property.

("When Tenants’ Right to Know Regulations Apply” added 3–30–2004 by O-19269 N.S.)

(Reitled to “Definitions” and amended 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)
§98.0703 Exemptions

This Division shall not apply to the following types of residential rental properties or residential circumstances:

(a) transient and tourist hotel occupancy as defined in California Civil Code section 1940(b), as may be amended;

(b) short-term residential occupancy, as defined in and subject to Chapter 5, Article 10, Division 1 of this Code, as may be amended;

(c) housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other document as affordable housing for persons and families of very low, low, or moderate income, as defined in California Health and Safety Code section 50093, as may be amended;

(d) housing subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in California Health and Safety Code section 50093, as may be amended, or comparable federal statutes. This exemption shall not include Section 8;

(e) mobilehomes subject to the Mobilehome Residency Law (California Civil Code sections 798-799.11), as may be amended;

(f) housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in California Health and Safety Code section 1569.2, as may be amended, an adult residential facility, as defined in Title 22, Division 6, Chapter 6 of the Manual of Policies and Procedures published by the California Department of Social Services, as may be amended, or non-profit transitional housing;

(g) dormitories owned and operated by an institution of higher education or an institution offering instruction to any grade from kindergarten through 12;

(h) residential rental property in which the tenant shares bathroom or kitchen facilities with the landlord who maintains their principal residence at the residential rental property;

(i) single-family residence occupied by the landlord as the landlord’s principal place of residence, including both of the following:
(1) a residence in which the landlord-occupant rents or leases no more than two bedrooms, two accessory dwelling units, or two junior accessory dwelling units, as defined in section 113.0103; and

(2) a mobilehome.

(j) a property containing two separate dwelling units within a single structure in which the landlord occupies one of the dwelling units as the landlord’s principal place of residence at the beginning of the tenancy, so long as the landlord continues in occupancy;

(k) housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome; and

(l) residential rental property, including a mobilehome, that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

(1) The landlord is not any of the following:

   (A) a real estate investment trust, as defined in California Internal Revenue Code section 856, as may be amended;

   (B) a corporation;

   (C) a limited liability company in which at least one member is a corporation; or

   (D) management of a mobilehome park, as defined in California Civil Code section 798.2, as may be amended.

(2) The tenants have been provided written notice that the residential rental property is exempt from this Division using the following statement:

This property is not subject to the just cause requirements of Chapter 9, Article 8, Division 7 of the San Diego Municipal Code. This property meets the requirements of San Diego Municipal Code section 98.0703(l) and the landlord is not any of the following: (1) a real estate investment trust, as defined by California Internal Revenue Code section 856; (2) a corporation; (3) a limited liability company in which at least one member is a corporation; or (4) management of a mobilehome park, as defined in California Civil Code section 798.2.
For a tenancy existing before January 1, 2024, the notice required above may be provided in the lease. For a tenancy commenced or renewed on or after January 1, 2024, the notice required above shall be provided in the lease.

(“Exemptions” added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)

§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) **At-Fault Just Cause.** At-fault just cause is any of the following:

(1) a default in the payment of rent;

(2) a breach of a material term of the lease, as described in California Code of Civil Procedure section 1161(3), as may be amended, including violation of a provision of the lease after being issued a written notice to correct the violation;

(3) the maintaining, committing, or permitting the maintenance or commission of a nuisance as described in California Code of Civil Procedure section 1161(4), as may be amended;

(4) the committing of waste as described in California Code of Civil Procedure section 1161(4), as may be amended;

(5) where the tenant has a written lease that terminated on or after June 24, 2023 and after receiving a written request or demand from the landlord, the tenant refused to execute a written extension or renewal of the lease for a substantially similar duration and with substantially similar provisions, provided the terms of the extension or renewal do not violate this Division or any other provision of law;

(6) criminal activity by the tenant on the residential rental property, including any common areas associated with the residential rental property;

(7) a criminal threat, as defined in California Penal Code section 422(a), as may be amended, by the tenant regardless of where made directed at the tenant’s landlord or any other tenant of the residential rental property;
(8) the tenant’s assignment or sublet of the residential rental property in violation of the tenant’s lease, as described in California Code of Civil Procedure section 1161(4), as may be amended;

(9) the tenant’s refusal to allow the landlord to enter the residential rental property as authorized by California Civil Code sections 1101.5 and 1954, as may be amended, and California Health and Safety Code sections 13113.7 and 17926.1, as may be amended;

(10) the tenant’s use of the residential rental property for an unlawful purpose as described in California Code of Civil Procedure section 1161(4), as may be amended;

(11) where the tenant is an employee, agent, or licensee of the landlord and the tenant fails to vacate the residential rental property after their termination as an employee, agent, or licensee as described in California Code of Civil Procedure section 1161(1), as may be amended; and

(12) when the tenant fails to deliver possession of the residential rental property after providing the landlord written notice as provided in California Civil Code section 1946, as may be amended, of the tenant’s intention to terminate the tenancy, or the tenant makes a written offer to surrender the residential rental property that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in California Code of Civil Procedure section 1161(5), as may be amended.

(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 seeks to recover possession to occupy the residential rental property for the landlord or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent.

(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 to terminate the lease if the landlord unilaterally decides to occupy the residential rental property for the landlord or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent.
For tenancies in effect prior to June 24, 2023, the addition of a provision allowing the landlord 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).

(2) The landlord seeks to recover possession to withdraw the residential rental property from the rental market.

(3) The landlord seeks to recover possession to comply with any of the following:

(A) an order issued by a government agency or court relating to habitability that requires vacating the residential rental property for at least 30 days. An order issued by a government agency or court relating to habitability that requires vacating the residential rental property for fewer than 30 days is not grounds to terminate a tenancy for just cause and a landlord may be required by applicable state or federal law to provide tenant relocation benefits;

(B) an order issued by a government agency or court to vacate the residential rental property; or

(C) a local ordinance that requires vacating the residential rental property.

If any government agency or court determines that the tenant is at fault for the condition or conditions triggering the order or need to vacate under section 98.0704(b)(3), the tenant shall not be entitled to any relocation assistance provided in section 98.0706(c).

(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 the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential rental property for at least 30 days. Substantially remodel does not include cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential rental property vacated.

(“Just Cause Required for Termination of Tenancy” added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)

§98.0705 Notice to Tenant of Residential Tenant Protections

(a) A landlord of residential rental property subject to this Division shall provide written notice in no less than 12-point font to the tenant, and in a manner that complies with California Civil Code section 1632, as may be amended, that states as follows:

California law limits the amount your rent can be increased. See California Civil Code section 1947.12 for more information. Local law also provides that a landlord shall provide a statement of cause in any notice to terminate a tenancy. In some circumstances, tenants who are seniors (62 years or older) or disabled may be entitled to additional tenant protections. See Chapter 9, Article 8, Division 7 of the San Diego Municipal Code for more information.

(b) A landlord of residential rental property subject to this Division shall include a copy of the Tenant Protection Guide with the written notice required by section 98.0705(a).
The Commission shall prepare and make available on the Commission’s website a Tenant Protection Guide, which shall include educational information and resources for the tenant to understand their rights under this Division and state law, including the rights to quiet enjoyment and habitability of the residential rental property.

(c) For a tenancy in a residential rental property subject to this Division existing before June 24, 2023, the notice required by section 98.0705(a) and the Tenant Protection Guide required by section 98.0705(b) shall be provided to the tenant directly or as an addendum to the lease within 90 days of June 24, 2023.

(d) For a tenancy in a residential rental property subject to this Division commencing or renewed on or after June 24, 2023, the notice required by section 98.0705(a) and the Tenant Protection Guide required by section 98.0705(b) shall be included in the lease, or as a written notice signed by the tenant at the time the lease is signed, with a copy provided to the tenant.

(“Notice to Tenant of Residential Tenant Protections” added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)

§98.0706 Requirements Upon Termination of Tenancy

(a) Requirements Upon Termination of Tenancy for At-Fault Just Cause. If a landlord issues a termination notice for at-fault just cause, the landlord shall do the following:

(1) Notice to Tenant. Before a landlord issues a notice to terminate a tenancy for at-fault just cause that is a curable lease violation, the landlord shall first give written notice of the violation including a description of the violation and an opportunity to cure the violation under California Code of Civil Procedure section 1161(3), as may be amended. If the violation is not cured within the time period in the notice, the landlord may terminate the tenancy without another opportunity to cure by serving a three-day notice to quit.

(2) Notice to Commission. The landlord shall provide written notice to the Commission of the at-fault just cause termination of tenancy under section 98.0704(a) no later than three business days after the date the landlord provided the required notice to tenant. Section 98.0706(a)(2) shall not apply until 30 days after the Commission establishes a submission portal and provides the public notice of its creation.
(b) Requirements Upon Termination of Tenancy for No-Fault Just Cause. If a landlord issues a termination notice for no-fault just cause, the landlord shall do the following:

(1) Notice to Tenant. The landlord shall give written notice to the tenant at least 30 or 60 days prior to the proposed date of termination as required by California Civil Code section 1946.1, as may be amended, in no less than 12-point font. The written notice shall contain the following:

(A) The landlord shall provide a description of the basis for the termination.

(B) The notice shall state the tenant’s right to relocation assistance established in section 98.0706(c) by a direct payment to the tenant or rent waiver.

(i) If the landlord elects to provide relocation assistance by a direct payment to the tenant, the notice shall state the amount of relocation assistance available to the tenant and that the landlord shall provide the payment within 15 days from the date of the notice.

(ii) If the landlord elects to provide relocation assistance by rent waiver, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the tenancy.

(C) The notice shall state the tenant’s right to receive an offer to renew the tenancy established in section 98.0706(d) and 30 days to accept the offer in the event the residential rental property is offered again for rent or lease for residential purposes within five years of the date the tenant was evicted under sections 98.0704(b)(1), (3), or (4), and that to exercise such right, the tenant:

(i) shall notify the landlord in writing within 30 days of the termination notice of tenant’s desire to receive an offer to renew the tenancy;

(ii) provide the landlord a mailing address or email address for the landlord to send the offer; and
(iii) provide the landlord a change of mailing address or email address.

(2) Notice to Commission. The landlord shall provide written notice to the Commission of the no-fault just cause termination of tenancy under section 98.0704(b) no later than three business days after the date the landlord provided the required notice to tenant. Section 98.0706(b)(2) shall not apply until 30 days after the Commission establishes a submission portal and provides the public notice of its creation.

(c) Relocation Assistance for Termination of Tenancy for No-Fault Just Cause.

(1) The landlord shall, regardless of the tenant’s income or length of tenancy and at the landlord’s option, provide relocation assistance to the tenant by one of the following:

(A) The landlord shall provide a direct payment to the tenant.

(i) Unless section 98.0706(c)(1)(A)(ii) applies, the direct payment to the tenant shall be in an amount equal to two months of actual rent under the tenant’s lease in effect at the date of the notice.

(ii) If the tenant is a senior or disabled, the direct payment to the tenant shall be in an amount equal to three months of actual rent under the tenant’s lease in effect at the date of the notice.

(B) The landlord shall waive, and not collect the payment by tenant, of any currently due or future rent under the tenant’s lease at the time of the notice and through the remainder of the tenancy in an amount equal to the applicable direct payment as set forth in section 98.0706(c)(1)(A).

(2) When more than one tenant occupies the residential rental property and the landlord elects to provide direct payment of relocation assistance to the tenants, the landlord may make a single direct payment to all the tenants named in the lease.

(3) The relocation assistance required by this Division shall not relieve the landlord’s obligation to, and shall be in addition to, the return of any deposit or security amounts owed to the tenant.
(4) Any relocation assistance required by this Division shall be credited against any other relocation assistance required by any federal, state, or other local law.

(5) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance provided under this Division may be recoverable by landlord as damages in an action to recover possession of the residential rental property.

(d) Additional Requirement Upon Termination of a Tenancy for No-Fault Just Cause.

If a residential rental property is offered for rent or lease for residential purposes within five years of the date the tenant was evicted under sections 98.0704(b)(1), (3), or (4), landlord shall first offer to lease the residential rental property in writing to the tenant displaced from that unit by the no-fault just cause termination if the tenant:

(1) advised the landlord in writing within 30 days of the termination notice of the tenant’s desire to receive an offer to renew the tenancy; and

(2) provided the landlord a mailing address or email address for the landlord to send the offer, including any change of mailing address or email address.

The landlord shall have the right to screen the tenant using industry accepted methods and shall communicate the minimum screening criteria in the written offer for the new tenancy. The tenant shall have 30 days from the date of receipt of the offer to accept.

(e) In addition to other remedies applicable to landlord’s failure to comply with this Division, a landlord’s failure to strictly comply with section 98.0706 shall render void any notice of termination required by section 98.0706.

(“Requirements Upon Termination of Tenancy” added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)
§98.0707 Buyout Agreements

It is the purpose and intent of section 98.0707 to regulate buyout agreements to increase the fairness of buyout negotiations and agreements, to ensure that tenants who enter into buyout agreements are aware of their rights, and to prevent landlords from contracting around the legal rights and remedies available to tenants under existing law.

(a) Disclosure Prior to Buyout Offers. Prior to making a buyout offer, the landlord shall provide each tenant in a residential rental property a written disclosure that shall include the following:

(1) a statement that the tenant has a right not to enter into a buyout agreement;

(2) a statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;

(3) a statement that the landlord may not retaliate against the tenant for refusing to enter into or negotiate a buyout agreement;

(4) a statement that all tenants of a residential rental property may refuse to receive future buyout offers by providing landlord written notice of their refusal, which shall be effective for six months, and all tenants of a residential rental property may rescind the refusal to receive future buyout offers by providing landlord written notice of the rescission;

(5) a statement that the tenant is eligible for relocation assistance and the amount of the required relocation assistance in section 98.0706(c);

(6) the names of all people authorized to discuss the buyout offer and enter into a buyout agreement on the landlord’s behalf;

(7) a space for each tenant to sign and write the date the landlord provided the tenant with the disclosure; and

(8) a space for the landlord to sign and write the date on which the landlord provided the tenant with the disclosure.

(b) The landlord shall provide each tenant a fully executed copy of the disclosure form within three days of its execution and retain a copy of each signed disclosure form for five years, along with a record of the date the landlord provided the disclosure to each tenant.
(c) Requirements for *Buyout Agreements*. The *landlord* shall comply with the following:

1. The *buyout agreement* shall be in writing.

2. A copy of the *buyout agreement* shall be given to each *tenant* at the time the *tenant* signs the *buyout agreement*.

3. The *buyout agreement* shall include the following statements in bold letters in at least 14-point font in close proximity to the space reserved for the signature of the *tenant*:

   - **(A)** You, the *tenant*, have a right not to enter into this buyout agreement.
   - **(B)** If you, the *tenant*, are entitled to relocation assistance under federal, state, or local law, a buyout agreement for less than the amount of the relocation assistance to which you are entitled violates Chapter 9, Article 8, Division 7 of the San Diego Municipal Code and is void.
   - **(C)** You, the *tenant*, may choose to consult with an attorney before signing this agreement.

4. If the *tenant* primarily negotiates the *buyout agreement* or lease, orally or in writing, in a non-English language, the *landlord* shall provide the *tenant* with an English and a translated version of the *buyout agreement* at the same time.

A *buyout agreement* that does not strictly comply with all the requirements of section 98.0707(c)(1)-(4) shall be void.

(d) Void *Buyout Agreements*. *Buyout agreements* must be for an amount that is greater than the amount of relocation assistance available to the *tenant* in section 98.0706(c). A *buyout agreement* for less than the amount of relocation assistance owed to the *tenant* violates this Division and is void.

(e) No Waiver. The provisions of section 98.0707 may not be waived by a *buyout agreement*. Any term of a *buyout agreement*, lease, contract, or other agreement which purports to waive or limit a *tenant’s* rights under section 98.0707 is contrary to public policy, unenforceable, and void.

(“*Buyout Agreements*” added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)
§98.0708  Retaliation Prohibited

A landlord shall not retaliate against a tenant for exercising any right provided by this Division or seeking the enforcement of this Division.

("Retaliation Prohibited" added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)

§98.0709  Remedies

(a) A tenant claiming a violation of this Division may file an action against a landlord in a court of competent jurisdiction.

(b) A tenant may seek injunctive relief, equitable relief, and money damages, including punitive damages, in a civil action against a landlord for a violation of this Division.

(c) A tenant may raise, as an affirmative defense, any violation or noncompliance with this Division in any action by a landlord to recover possession of a residential rental property.

(d) Any attempt by a landlord to recover possession of a residential rental property or any actual recovery of possession of a residential rental property in violation of this Division shall render the landlord liable to the tenant in a civil action for wrongful eviction for damages of not less than three times the actual economic damages.

(e) Any landlord who fails to provide relocation assistance as required by section 98.0706(c) shall be liable to the tenant in a civil action for not less than three times the required relocation assistance and actual economic damages.

(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.

(g) The remedies under section 98.0709 are cumulative and may be used in addition to any other remedies in this Division or at law, statute, or ordinance.

(h) The City may enforce this Division under Chapter 1, Article 2 of this Code, including civil and criminal remedies.

("Remedies" added 5-25-2023 by O-21647 N.S.; effective 6-24-2023.)