



STAFF REPORT TO THE CITY COUNCIL

DATE: Regular Meeting on August 27, 2024

TO: Honorable Mayor and Members of the City Council

SUBMITTED BY: Kevin W. Kundinger, Assistant City Attorney *KWK*

APPROVED BY: Thomas Lloyd Smith, City Attorney *TLS*

SUBJECT: Public Hearing Item: Introduction of the Just Cause Eviction Ordinance

RECOMMENDED ACTION

It is recommended that the City Council introduce by title only and waive further reading of the Ordinance Adding Chapter 6 of Title 11 of the Antioch Municipal Code Providing Just Cause Eviction Protection within the City of Antioch.

FISCAL IMPACT

Adoption of the Ordinance would include increased future workloads for the City Attorney’s Office related to new inquiries and requests for services from tenants and landlords. We anticipate this would include costs associated with tracking notices that would be sent to the City, administration of systems necessary to ensure compliance with the Ellis Act, preparation of forms that would be available for landlords and tenants, and potential legal action that would be taken by the City against violators or the Ordinance. This would require at minimum an administrative analyst position to manage tracking the notices and the implementation and upkeep of an Ellis Act program, along with the possibility of also requiring a deputy city attorney to handle enforcement of the Ordinance. However, the ultimate financial impact of this Ordinance cannot be fully assessed at this time.

BACKGROUND

On March 26, 2024, the City Council discussed proposing a Just Cause Eviction Ordinance (“Ordinance”) for rental properties within the City of Antioch. The City Council directed staff to prepare a draft ordinance modeled on the City of Bell Garden’s ordinance and incorporating particular concerns raised by the Antioch City Council.

On April 23, 2024, the City Council was presented a summary of the draft Ordinance, which received public comment and was reviewed by the City Council. After the comment period and the subsequent review, the Councilmembers provided staff with direction regarding specific provisions of the draft Ordinance and directed staff to produce an updated draft Ordinance that addressed the City Council’s concerns.

On May 15, 2024, the City Council directed staff, through coordination with the Mayor, to meet with stakeholders to develop draft language to present to City Council. The City Attorney's Office and the Mayor met with stakeholders on June 7, July 11, and August 6, at which time the Mayor directed staff to meet with shareholders to finalize the draft language that is being brought forward as this meeting. On August 21, the language was finalized.

SUMMARY

State law requires "just cause" for a landlord to evict a tenant who has continuously and lawfully occupied a residence for at least 12 months.¹ The California Tenant Protection Act of 2019 ("TPA") limits rent increases and places restrictions on landlords' ability to evict tenants, unless the eviction is as a result of a "just cause" that is defined by state law. The TPA also imposes certain notice and language requirements.² "Just cause" includes "at-fault" evictions for wrongful or malicious conduct by tenants and "no-fault" evictions, such as when a property owner or their immediate family move into an otherwise occupied unit, remove a unit from the rental market, or when a landlord intends to demolish or "substantially remodel" a unit. Section 1946.2 also provides protections against evictions that do not meet the "just cause" standard as well as remedies that tenants can avail themselves of when evicted without "just cause."

Notwithstanding the protections afforded by state law, there are still many tenants who are not covered by the existing provisions of the TPA and thus are at risk of unnecessary or unjust evictions. Potentially foreseeing this outcome, the State Legislature drafted Section 1946.2 to preempt all local "just cause" eviction ordinances that were less protective than provided for in that section.

The Ordinance has changed from the draft presented at the May 15, 2024 meetings in the following ways:

- Tenants now have an absolute right of first refusal to return to a unit when evicted for substantial repairs or renovations (AMC Section 11-6.04(A)(2)(b)(i).)
- The elements of the Ellis Act (Cal. Gov. Code Section 7060 et seq.) have been incorporated into the Ordinance language (AMC Section 11-6.04(A)(2)(d).)
- The language relating to evictions for Owner Move has been clarified to better express the conditions that must be met for valid evictions. (AMC Section 11-6.04(A)(2)(a)(i).)
- Minor timing changes relating to notice periods.

These changes were incorporated based on feedback from shareholders as well as input from Mayor Hernandez-Thorpe. A redline of the Ordinance is attached as Attachment B.

¹ California Civil Code section 1946.2 (amended by Senate Bill 567, which took effect April 1, 2024).

² The California Tenant Protection Act of 2019 went into effect in 2020 and was enacted as California Civil Code sections 1946.2 and 1947.12.

ANALYSIS

A municipality may subject residential real property to “just cause” eviction requirements that are more protective than what is required under State law (Section 1946.2). To do so, the ordinance must: (i) have “just cause” eviction criteria that are consistent with Section 1946.2; (ii) further limit the reasons for termination of a residential tenancy, provide for higher relocation assistance amounts, or provide additional tenant protections that are not prohibited by any other provision of law; and (iii) be accompanied by a finding that the ordinance is more protective than the provisions of Section 1946.2.

The Ordinance meets all the requirements to comply with Section 1946.2. The “just cause” eviction criteria are consistent with those in Section 1946.2. The Ordinance provides for relocation payments higher than required by Section 1946.2. Furthermore, the Ordinance provides protections that do not exist under current state law such as requirements for tenant buyout agreements, a decrease in the amount of time a tenant must live in a rental unit to gain eviction protection, and an increase in the overall proportion of tenants that would be eligible receive tenant protections.

The Ordinance now incorporates the provisions of the Ellis Act, which opens up new protections afforded by California State law.

The Ordinance mitigates excessive evictions without being excessively burdensome on landlords. The Ordinance does not significantly limit the rights of landlords when it comes to evictions beyond limitations created by Section 1946.2. Instead, the Ordinance provides additional protections for tenants who experience unlawful evictions including additional financial assistance, assistance with securing alternate housing arraignments, and tools to contest unlaw eviction actions through administrative or court hearings.

The Ordinance creates an avenue for tenants who have been evicted in order for a landlord to renovate or repair a rental unit to return to the same unit at a rate similar to that which they paid at the time of their eviction. Additionally, the Ordinance expands the opportunity granted to tenants to move back into renovated or repaired unit they had once inhabited without suffering inordinate rental price increases.

The Ordinance enables the City to effectively monitor evictions in the City of Antioch and to prevent or deter unnecessary or unlawful evictions. The Ordinance deters landlords from unjustly evicting lawful tenants, which is important given the housing crisis in Antioch and across the State of California.

ATTACHMENTS

- A. Just Cause Eviction Ordinance Draft

ORDINANCE NO. 2024-X-X

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ANTIOCH ADDING CHAPTER 6 TO TITLE 11 OF THE ANTIOCH MUNICIPAL CODE RELATING TO TENANT EVICTION PROTECTIONS

WHEREAS, The City Council finds that the just cause for termination of residential tenancy requirements authorized by this chapter is consistent with California Civil Code section 1946.2;

WHEREAS, The City Council further finds that the provisions of this chapter are “more protective” than the provisions of California Civil Code Section 1946.2;

WHEREAS, this chapter regulates evictions for certain tenancies, requires landlords to provide relocation assistance for certain no-fault evictions, prohibits retaliation and harassment, and provides for the implementation and enforcement of this chapter;

WHEREAS, the intent of this chapter is to incorporate the provisions of the California Government Code Sections 7060 through 7060.7, otherwise known as the Ellis Act;

WHEREAS, the intent of this chapter is to provide eviction protections the day a rental agreement becomes effective until the day the landlord-tenant relationship is terminated;

The City Council of the City of Antioch does ordain as follows:

TENANT EVICTION PROTECTIONS

Sections:

- 11-6.01 Purpose and applicability.
- 11-6.02 Definitions.
- 11-6.03 Exemptions
- 11-6.04 Termination of tenancy.
- 11-6.05 Right to Replace Departing Tenant
- 11-6.06 Relocation assistance.
- 11-6.07 Tenant buyout agreements.
- 11-6.08 Retaliatory eviction and harassment prohibited.

- 11-6.09 Notices to tenants.
- 11-6.10 Enforcement.
- 11-6.11 Remedies.
- 11-6.12 Waiver.
- 11-6.13 Severability.

11-6.01 Purpose and applicability.

A. The City Council finds that the just cause for termination of a residential tenancy requirements authorized by this chapter is consistent with California Civil Code section 1946.2.

B. The City Council further finds that the provisions of this chapter are “more protective” than the provisions of California Civil Code section 1946.2.

C. This chapter shall apply to any building or part of a building that is used for residence and that is rented to a tenant as a dwelling place, except those units exempted by Section 11-6.03.

D. This chapter regulates evictions for certain tenancies. It requires landlords to provide relocation assistance for certain no-fault evictions, prohibits retaliation and harassment, and provides for the implementation and enforcement of this chapter.

E. The intent of this chapter is to provide eviction protections starting the day a rental agreement becomes effective until the day the Landlord-Tenant relationship is terminated.

11-6.02 Definitions.

For the purposes of this chapter, unless the context requires otherwise, the following definitions shall apply:

“Buyout agreement” means a written agreement between a landlord and a tenant as provided in section 11-6.06 by which a tenant, typically in consideration for monetary payment, agrees to vacate a rental unit.

“Ellis Act” means California Government Code Sections 7060 through 7060.7.

“Landlord’s family member” means a spouse, domestic partner, child, grandchild, parent, or grandparent of a landlord who is a natural person whose name is on the title of the property.

11-6.03 Exemptions

The following rental units are exempt from the restrictions and requirements of this chapter:

- (A) Rental units by any hospital, skilled nursing facility, or health facility.
- (B) Rental units in a nonprofit facility that has the primary purpose of providing short term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is provided incident to the recovery program, and where the client has been informed in writing of the temporary or transitional nature of the

housing at its inception and is licensed for such purposes where such license is required.

(C) Rental units in a nonprofit facility that provides a structured living environment with the primary purpose of helping homeless persons obtain skills necessary for independent living in permanent housing and where the occupancy is restricted to a limited and specific period of time and not more than 24 months, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purposes where such license is required.

(D) Rental units exempted from California Civil Code Part 4, Title 4, Chapter 2 by section 1940(b) (transient occupancy in hotels/motels), or successor statute, unless either the landlord offers for rent or rents the rental unit for a period of 30 days or more, or the landlord violates California Civil Code section 1940.1, or successor statute, to avoid tenancy status.

11-6.04 Termination of tenancy.

A. The landlord shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate. Just cause shall comprise of the following reasons for eviction:

(1) At-fault just cause, which is any of the following:

(a) Tenant's failure to pay rent to the landlord.

(b) Tenant's breach of a material term of the rental agreement, including, but not limited to, a violation of a provisions of the rental agreement after Landlord has notified tenant of the breach in writing and given Tenant 3 days to cure the breach.

(c) Maintaining, committing, or permitting the maintenance or commission of a nuisance of as described by California Code of Civil Procedure section 1161(4), after the Landlord has notified the Tenant of the nuisance in writing and given Tenant 30 days to abate the nuisance.

(d) Committing waste as described by California Code of Civil Procedure section 1161(4).

(e) Tenant is criminally convicted of using or permitting a rental property to be used for any illegal purpose, including but not limited to any criminal violations of the California Health and Safety Code, California Penal Code, California Business and Professions Code, or any provisions of this Code.

(f) Tenant, Tenant's agent, or any person directed by a Tenant, makes a criminal threat as defined by Cal. Penal Code section 422 that is directed at Landlord or any agent of Landlord

(g) Tenant has refused to execute a written extension or renewal of a rental agreement upon expiration of a prior rental agreement, after written request or demand

from the Landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written rental agreement, and is consistent with federal, state, and local laws. For the purposes of this subsection, the Landlord's written request or demand must be received no later than 60 days before final day of tenancy of the prior rental agreement.

(h) Tenant continually refuses, after Landlord has provided a written request, to allow the landlord to enter the residential real property for the purpose of making necessary repairs or improvements in accordance with California Civil Code Sections 1101.5 and 1954 and California Health and Safety Code Sections 13113.7 and 17926.1.

(i) Failure to vacate rental property when Tenant was employed by the landlord to serve as a resident manager or other employee, was provided with the rental unit as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any tenant whose tenancy in the building or complex housing the rental unit commenced prior to assuming managerial responsibilities or whose status as a tenant commenced prior to their status as a resident manager.

(j) Tenant fails to timely deliver possession of the rental unit after: (1) providing the Landlord written notice as provided in Civil Code Section 1946 of the tenant's intention to terminate a lease; or (2) making a written offer to surrender, that is accepted in writing by the Landlord, but the time specified in that written notice as described in Code of Civil Procedure Section 1161(5) has expired.

(k) Tenant has assigned or sublet the rental unit in violation of the rental agreement, as provided in California Code of Civil Procedure Section 1161(4), unless as provided for in Subsection 11-6.05.

(2) No-fault just cause, which can be any of the following:

(a) Landlord seeks in good faith to repossess rental unit to allow Landlord or Landlord's family member to occupy the rental unit. The Landlord or Landlord's family member must occupy the rental unit as their principle residence within 90 days and must continue to reside in the rental unit for at least two years, unless extenuating circumstance exist. Reliance on this subdivision for a no-fault just cause eviction shall be subject to the following:

(i) If the rental agreement was entered into on or after the effective date of this chapter, this subsection shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the rental agreement allows the Landlord to terminate the rental agreement if the Landlord, or Landlord's family member, unilaterally decides to occupy the rental unit.

(ii) A Landlord must provide the tenant 60 days' written notice when ordering for an eviction for the purpose of a Landlord or Landlord's family member to occupy the unit pursuant to Cal. Civil Code section 1946.2. The same information must also be disclosed to the City.

(iii) The City may, in its own discretion, contact Landlord during the two-year occupancy time frame to confirm that the Landlord or Landlord's family member continues to occupy the rental unit as their primary residence, or request written verification of residency.

(iv) If the Landlord or Landlord's family member fails to move into the rental unit within 90 days or fails to reside at the unit for at least two years, the Tenant who was evicted from the rental unit is entitled to receive notice and right of first refusal for the unit at the same rental price previously charged plus any annual rent increases allowed under Chapter 11.

(v) A Landlord may not terminate a tenancy under this subsection if any of the following apply unless there is a showing that the incoming tenant or proposed incoming occupant is also meets one of the requirements outlined in the following subsections (A)-(C):

(A) Any Tenant in the rental unit has continuously and lawfully resided in the rental unit for at least five years, and a member of the Tenant's household is either: elderly as defined by California Welfare and Institution Code section 15610, disabled, as defined by California Government Code section 12955.3 or handicapped as defined by California Health and Safety Code section 50072;

(B) Any Tenant in the rental unit is terminally ill as certified by a treating physician licensed to practice medicine in the State of California.

(C) Any Tenant in the rental unit has continuously and lawfully resided in the rental unit for at least five years, and a member of the Tenant's household is a low-income tenant as defined by California Health and Safety Code section 50079.5

(b) Landlord repossesses rental unit to demolish or substantially remodel the rental unit pursuant to the requirements of Cal. Civil Code section 1946.2(a)(2)(D)(ii). Landlord shall obtain all necessary permits and/or have gone through the process of hiring a contractor for work not requiring a permit prior to issuing Tenant an eviction notice pursuant to this subsection.

(i) The Tenant who was evicted from the rental unit is entitled to receive notice and right of first refusal for the unit at the same rental price previously charged plus any annual rent increases allowed under Chapter 11.

(c) Landlord seeks in good faith to repossess rental unit to comply with one of the following:

(i) an order issued by a government agency or court relating to habitability that requires vacating the rental unit

(ii) an order issued by a government agency or court to vacate the rental unit

(iii) an ordinance pursuant to this Code that requires vacating the rental unit.

(d) Landlord seeks in good faith to recover possession of all rental units on a parcel of land to permanently withdraw the units from the rental market or for demolition so long as the withdrawal is permitted by the Ellis Act (Cal. Gov. Code section 7060 et seq.). The Landlord must have fulfilled all requirements of this Chapter and all regulations passed by the City initiating the procedure for withdrawing rental units from rent or lease, with the intention of completing the withdrawal process and going out of the rental business or demolishing the rental units. Tenants shall be entitled to a minimum of 120-days' notice of termination of tenancy. If a tenant is at least 62 years of age or disabled, the notice period shall be one year if tenant has provided required notice of eligibility and has lived in the unit for at least one year. Notice times may be increased by regulation if state laws allows for additional time. The following shall apply to a unit where the landlord recovers possession pursuant to this Subsection.

(i) If the rental unit is offered again for rent or lease for residential purposes within two years of the date the rental unit was withdrawn from rent or lease, the following shall apply:

(A) The landlord of the rental unit shall be liable to any tenant who was displaced from the property by that action for actual and punitive damages. Any action by a tenant pursuant to this paragraph shall be brought within three years of the withdrawal of the rental unit from rent or lease. However, nothing in this paragraph precludes a tenant from pursuing any alternative remedy available under the law.

(B) The City may institute a civil proceeding against the landlord or punitive damages for displacement of tenants. Any action pursuant to this paragraph shall be brought within three years of the withdrawal of the rental unit from rent or lease.

(C) The landlord shall first offer the unit for rent or lease to the tenant displaced from that unit by the withdrawal pursuant to this Chapter, if the tenant has advised the landlord in writing within 30 days of the displacement of the tenant's desire to consider an offer to renew the tenancy and has furnished the landlord with an address to which that offer is directed. That tenant or former tenant may advise the landlord at any time during the eligibility of a change of address to which the offer is to be directed.

(D) If the tenant has advised the landlord of a desire to consider an offer to renew the tenancy, then the landlord shall offer to reinstate the rental agreement or lease on terms permitted by law to that displaced tenant. This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant at the address furnished to the landlord as provided in Subsection 11-6.04(A)(2)(d), and shall describe the terms of the offer. The displaced tenant shall have 30 days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(ii) If the rental unit is offered again for rent or lease for residential purposes within five years of the date the rental unit was withdrawn from rent or lease, the rental unit

shall be offered and leased at the lawful rent in effect at the time any notice of intent to withdraw the rental unit is filed with the City, plus any lawful allowable rent increases. The provisions of this paragraph shall apply to all tenancies commenced during either of the following time periods:

- (A) the five-year period after any notice of intent to withdraw the rental unit is filed with the City, whether or not the notice of intent is rescinded or the withdrawal of the rental unit is completed pursuant to the notice of intent.
- (B) the five-year period after the rental unit is withdrawn

This subsection shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate up initial hiring of the rental unit.

(iii) A landlord who offers a rental unit again for rent or lease within 10 years from the date on which it is withdrawn shall first offer the unit to the tenant displaced from the unit by the withdrawal, if that tenant requests the offer in writing within 30 days after the landlord has notified the City of an intention to offer the rental unit again for residential rent or lease. The landlord of the rental unit shall be liable to any tenant who was displaced by that faction for failure to comply with this paragraph, for punitive damages in the amount which does not exceed the contract rent for six months, and the payment of which shall not be construed to extinguish the landlord's obligation to comply with this Subsecgtion.

(iv) If the rental units are demolished, and new rental units are constructed on the same property, and offered for rent or lease within five years of the date the rental units were withdrawn from rent or lease, the newly constructed rental units shall be subject to the system of control established in this Chapter, at which time they would be offered at the rent that was paid at the time the prior tenancy was terminated under Subsection 11-6.04(A)(2)(d), notwithstanding any exemption from the system of controls for newly constructed rental units.

(v) When a landlord withdraws rental units from rent or lease pursuant to Subsection 11-6.04(A)(2)(d), the requirements of Subsection 11-6.04(A)(2)(d) shall apply to all successors in interest. The City shall record a notice with the county recorder which shall specifically describe the real property where the rental is located, the dates applicable to the constraints and the name of the landlord of record of the real property. The notice shall be indexed in the grantor-grantee index. The City shall charge a fee for the processing of evictions pursuant to Subsection 11-6.04(A)(2)(d).

(vi) A landlord who seeks to demolish or withdraw a rental unit from the rental market under Subsection 11-6.04(A)(2)(d) must provide the City with a notice, that states under the penalty of perjury:

- (A) the number of rental units withdrawn;
- (B) the address or location of those rental units;

(C) the name or names of the tenants of the rental units;

(D) the lawful rent applicable to each rental unit.

The name or names of the tenants, the rent applicable to any rental unit, and the total number of rental units, is confidential information and for purposes of this Chapter shall be treated as confidential information for purposes of the Information Practices Act of 1977 Chapter 1 (commencing with section 1798) of Title 1.8 of Part 4 of Division 3 of the California Civil Code).

(vii) The landlord must record with the county recorder a memorandum summarizing the provision, other than the confidential provisions, of the notice in a form which shall be prescribed by the City, and will require a certification with the notice that actions have been initiated as required by law to terminate any existing tenancies.

(viii) The landlord must notify the City in writing of their intention to re-offer the rental unit for rent or lease.

(ix) The date on which the rental unit is withdrawn from rent or lease for purposes of this Chapter is 120 days from the delivery in person or by first-class mail of the notice of withdrawal to the City. However, if the tenant is at least 62 years of age or disabled, and has lived in the rental unit for at least one year prior to the date of delivery to the City of the notice of intent to withdraw, then the date of withdrawal of that tenant shall be extended one year after the date of delivery of that notice to the to the City, provided the tenant gives written notice of their entitlement to an extension to the landlord within 60 days of the date of delivery to the City of the notice to withdraw.

(x) If a tenant notifies a landlord of their right to an extension pursuant to Subsection 11-6.04(A)(2)(d) in writing within 60 days of the City receiving the notice of intent to withdraw the rental unit, the following provisions shall apply:

(A) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the City of the notice of intent to withdraw, subject to any adjustments otherwise available under this Chapter.

(B) no party shall be relieved of the duty to perform any obligation under the lease or rental agreement.

(C) The landlord may elect to extend the tenancy on any other rental unit within the rental property up to one year after the date of delivery to the City of the notice of intent to withdraw, subject to paragraphs (A) and (B).

(D) Within 30 days of the notification by the tenant to the landlord of their entitlement to an extension, the landlord shall give written notice to the City of the claim that the tenant is entitled to stay in their rental unit for one year after the date of delivery to the City of the notice of intent to withdraw.

(E) Within 90 days of the date of delivery to the City of the notice of intent to withdraw, the landlord shall give written notice of the landlord's election to extend

tenancy under paragraph (x) and the revised date of withdrawal to the City and any tenant whose tenancy is extended.

(F) The date of withdrawal for the rental unit as a whole, for purposes of calculating any time-periods in this Chapter, shall be the latest termination date among all tenants within the rental unit, as stated in the notices required by paragraphs (A) and (B). A landlord's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (A) and (B) shall not extend the dates of withdrawal.

(xi) The landlord must notify any tenant displaced pursuant to Subsection 11-6.04(A)(2)(d) of the following:

- (A) That the City has been notified pursuant to subsection Subsection 11-6.04(A)(2)(d).
- (B) That the notice to the City specified the name and amount of rent paid by the tenant as an occupant of the rental unit.
- (C) The amount of rent the landlord specified in the notice to the City.
- (D) Notice to the tenant of their rights under Subsection 11-6.04(A)(2)(d).
- (E) That if the tenant is at least 62 years of age or disabled, and has lived in their rental unit for at least one year prior to the date of delivery to the City of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the City of the notice of intent to withdraw, provided that the tenant gives written notice of their entitlement to the landlord within 60 days of date of delivery to the City of the notices of intent to withdraw.
- (F) That the extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the City of the notice of intent to withdraw, subject to any adjustment otherwise available under this the Chapter.
- (G) That no party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

(xii) Not later than the last day of the third and sixth calendar months following the month in which notices is given to the City, and thereafter not later than December not later than December 31 of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the landlord of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to Subsection 11-6.04(A)(2)(d) shall notify the City, in writing, under the penalty of perjury, for each such rental unit:

- (A) Whether the unit has been demolished;
- (B) If the unit has not been demolished, whether it is in use;
- (C) If it is in use, whether it is in residential use;
- (D) If it is in residential use, the date the tenancy began, the name of the tenants, and the amount of rent charged.

If the rental unit has been demolished, and one or more new units constructed on the lot, the landlord shall furnish the information required by items (B), (C), (D) for each new unit. The City shall maintain a record of notices received under this subsection for each rental unit withdrawn from the rental market pursuant to this Chapter.

(xiii) The City shall notify each person who is reported as having become a tenant in a vacated or new rental unit subject to the reporting requirements of Subsection 11-6.04(A)(2)(d) that it maintains the records described in Subsection 11-6.04(A)(2)(d) and that the rent of the rental unit may be restricted pursuant to Subsection 11-6.04(A)(2)(d).

(xvi) The City shall maintain a register of all rental units withdrawn from rent or lease under Subsection 11-6.04(A)(2)(d) and the rent applicable to each unit at the time of withdrawal. The City shall inform tenants displaced from units withdrawn from rent or lease at the address provided by the tenant, when the landlord notifies the City that the rental unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(xv) The City may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the landlord has complied with the provisions of Subsection 11-6.04(A)(2)(d).

B. When terminating a tenancy either for at-fault or no-fault just cause, unless otherwise provided by this Chapter, a landlord must comply with all of the following:

1. The Landlord must serve a written notice to the Tenant in accordance with California Civil Code Sections 1946 through 1946.5 that states the Landlord will terminate the tenancy, indicates at least one at-fault or no-fault just cause reason pursuant to for termination pursuant to this Chapter, and includes any other information required by federal or state law; and
2. The Landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the rental unit beyond the term of the terminated tenancy in compliance with California Civil Code Sections 1946 through 1946.5; and
3. The Landlord qualifies the termination as at-fault or no-fault, as specified in this section; and
4. If the termination is a no-fault termination, the Landlord has provided the Tenant with the notice of relocation assistance required by Chapter 11; and

5. The Landlord has submitted to the City, within five days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the Tenant. The Landlord shall maintain proof of service to the department as evidence that the Landlord has complied with this section.

11-6.05 Right to Replace Departing Tenant

When two or more Tenants enter into a rental agreement with a Landlord, and one of those tenants exits the rental agreement and vacates the rental unit for any reason, the remaining Tenant or Tenants shall have the right to replace the departing Tenant or Tenants on a one-for-one basis. A Landlord shall have the right to approve or deny the prospective replacement Tenant, provided the owner does not unreasonably withhold approval. The Landlord shall reply to any request to replace a departing Tenant in writing. Any denial of a request to replace a departing Tenant must contain a description of the reason or reasons for the denial. Failure to reply to a request to replace a departing Tenant shall be treated as an approval for the proposed replacement Tenant.

11-6.06 Relocation assistance.

A. Permanent Relocation Assistance.

(1) Tenants who are evicted from their rental unit pursuant to Subsection 11-6.04(A)(2)(a) are entitled to relocation assistance from the Landlord in accordance with this section. The Landlord must provide written notice to the Tenant of the Tenant's entitlement to permanent relocation assistance at the same time the Landlord serves a notice of termination of tenancy.

(a) The Landlord shall pay a relocation assistance amount equal to two times the Tenant's monthly rent in effect when the Landlord served the notice to terminate the tenancy.

i. If any Tenant residing in the rental unit from which the Tenants are to be displaced includes a qualified tenant, then all Tenants living in the rental unit are collectively entitled to additional relocation assistance as follows:

A. The Landlord shall pay an additional relocation assistance amount equal to one times the Tenant's monthly rent in effect when the Landlord served the notice to terminate the tenancy.

b. For purposes of this subsection, "qualified tenant" means any Tenant who:

i. Is elderly as defined by California Welfare and Institution Code section 15610, disabled, as defined by California Government Code section 12955.3 or handicapped as defined by California Health and Safety Code section 50072;

ii. Has one or more dependent children under the age of 18, who is in the custody of the Tenant, residing in the rental unit;

iii. Meets the income limits for a “lower-income household” as defined in California Health and Safety Code Section 50079.5; or

iv. The Tenant shall notify landlord within 10 days of receiving the termination of tenancy notice, if any of the Tenants living in the rental unit from which the Tenants are to be displaced includes a qualified tenant, along with any reasonable proof of eligibility.

(c) Permanent relocation assistance payments must be paid directly to the tenant.

(d) Landlords shall pay tenants moving expenses equal to the Uniform Relocation Assistance and Real Property Acquisition Policies Act – Residential Moving Expense and Dislocation Allowance Payment Schedule as published by Federal Highway Administration.

(e) Notwithstanding this section, Tenants who are found to have caused the issue requiring eviction pursuant to Section 11.6-04(A) shall not be entitled to relocation assistance or moving expenses.

B. Temporary Relocation Assistance.

(1) A Landlord must provide temporary relocation assistance to Tenants of a rental unit who are temporarily displaced due to repairs, rehabilitation of a rental unit, health and safety violations, or other work or activities that will make the rental unit an untenable dwelling, as defined in California Civil Code Section 1941.1, or will expose the tenant to toxic or hazardous materials, or that cannot otherwise be completed while the tenant remains in the rental unit, and for which said repairs will take less than 30 days. The following are acceptable forms of temporary relocation assistance:

(a) A per-diem payment. The amount of the payment shall be based on the Federal General Services Administration per-diem rate for lodging in the county of Contra Costa, which is updated on a yearly basis, unless otherwise agreed up by the Landlord and Tenant. Per-diem payments shall be made on a pro-rata basis to the eligible Tenant household.

(b) Where the Landlord owns other rental units in the City of Antioch and any such rental unit is vacant and available, and habitable, at the time of the written notice of the temporary relocation, the Landlord may notify the Tenant and allow the Tenant to reside in said rental unit during the pendency of the temporary relocation at the same terms as outlined in the original rental agreement entered into between the Tenant and Landlord.

(c) Where the Landlord owns other rental units in the City of Antioch and any such rental unit is vacant, available, and habitable at the time of the written notice terminating tenancy, the Landlord may offer Tenant a new rental agreement for said rental unit at a rental price not exceeding the rental price in the original rental agreement between the Tenant and Landlord.

(d) The Landlord may provide Tenant with temporary hotel or motel accommodation. If relocation is to a hotel or motel, the Landlord must provide a hotel or

motel accommodation which is safe, sanitary, and, unless otherwise agreed upon by the Landlord and Tenant, within a reasonable distance of the Tenant's rental unit.

(e) The temporary displacement and relocation of a Tenant pursuant to this subsection shall not terminate the tenancy of the displaced Tenant. The displaced Tenant shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any government order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

(f) Nothing in this subsection shall be construed as authorizing a Landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

2. A Tenant cannot waive his or her right to receive relocation assistance required by this chapter.

3. Any action brought by a tenant for a violation of this section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this section.

11-6.07 Tenant buyout agreements.

A. At the time a proposed buyout agreement is provided, the Landlord shall provide each tenant in the rental unit a form written disclosure, published by the City form notice of in English and other frequently spoken languages, that shall include all of the following:

- (1) A statement that the Tenant has a right not to enter into buyout negotiations or 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 Tenant may rescind the buyout agreement for up to 30 days after it is fully executed;
- (4) A statement that the Tenant may contact the department for information about other buyout agreements in the Tenant's neighborhood and other relevant information;
- (5) Any other information required by the department consistent with the purpose and provisions of this section; and
- (6) A space for each Tenant to sign and write the date the Landlord provided the tenant with the disclosure.

B. The buyout agreement shall:

- (1) Be in writing in English and the language in which the buyout agreement was negotiated if other than English translated at the Landlord's expense. The Landlord shall give each tenant a copy of the proposed buyout agreement at least 5 days before it is executed by the parties.

(2) Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the Tenant:

(a) “You may cancel this buyout agreement in writing at any time before the thirtieth (30th) day after all parties have signed this buyout agreement.”

(b) “You have a right not to enter into a buyout agreement.”

(c) “You may choose to consult with an attorney before signing this buyout agreement.”

C. A Tenant shall have the right to rescind a buyout agreement for up to 30 days after its execution by all parties. To rescind a buyout agreement, the Tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the Landlord indicating that the Tenant has rescinded the buyout agreement.

D. The Landlord shall provide the tenant a copy of the fully executed buyout agreement within 10 days of execution. Landlord shall also file with the City a copy of the executed buyout agreement, along with proof of service to the tenant of the disclosure notice as required in this section, within 10 days after the buyout agreement is executed by all parties.

11-6.08 Retaliatory eviction and harassment prohibited.

A. Any and all acts of retaliation pursuant to Chapter 4 of this title or acts of harassment pursuant to Chapter 5 of this title are prohibited.

B. Findings that the Landlord violated of this section shall result in the following:

(1) The Landlord’s eviction action being deemed void.

(2) Any other remedies allowed by Title 11 of this code and any other applicable state and federal laws.

11-6.09 Notices to tenants.

A. Landlords must provide to each Tenant, prior to or at the time of agreeing to rent or lease a rental unit, a notice of Tenant rights under this chapter. The City shall publish a form notice of tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances:

1. When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement;

2. When renewing a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written renewal agreement.

B. If the rental agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of tenant rights in English and the language in which the rental agreement was negotiated or written, at the cost of the Landlord.

11-6.10 Enforcement.

A. Enforcement Authority. The City is authorized to take appropriate steps it deems necessary to administer and enforce this chapter.

B. The City Attorney, or designee, may develop and publish procedures and guidelines to aid in the implementation of this chapter.

11-6.11 Remedies and Penalties.

A. Criminal penalty. A violation of any provision of this chapter is punishable as an infraction or a misdemeanor. A misdemeanor conviction under this article shall be punished by not more than \$1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

B. Civil action. Any aggrieved person, or any person, organization, or entity who fairly and adequately represent the interest of an aggrieved tenant(s) under this chapter, or the city may institute civil proceedings as provided by law against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remains occupied or has been vacated due to harassment. The burden of proof in such cases shall be preponderance of the evidence.

C. Injunction/equitable relief. Any person who commits an act or engages in any pattern and practice that violates this chapter may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate. An action for injunction under this section may be brought by an aggrieved person, by the City Attorney, or by any person or entity who fairly or adequately represent the interests of the protected class.

D. Penalties and other monetary awards.

(1) Any person who violates, or aids or incites another person to violate, the provisions of this chapter is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of \$2,000, whichever is greater, or whatever other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court. In the case of an award for damages for mental or emotional distress, said award shall be trebled only if the trier of fact finds that the landlord acted in knowing violation of or reckless disregard of this chapter.

(2) Any person who violates, or aids or incites another person to violate, this chapter shall be liable for an additional civil penalty of up to \$5,000 for each offense committed against a person who is disabled within the meaning of Cal. Gov't Code § 12926, et seq. or successor statute, or aged 65 or over. A tenant prevailing in court under this article may be awarded compensatory damages, rent refunds for reduction in housing services, tenant relocation costs, imposition of civil penalties up to \$10,000 per violation depending upon the severity of the violation or history of violations of this chapter by the landlord, and other appropriate relief, as adjudged by the court.

(3) The court may also award punitive damages to any plaintiff, including the city, in a proper case as defined by Cal. Civil Code § 3294 or successor statute. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.

(4) A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if it is determined by the court that the action was devoid of merit and brought in bad faith.

E. Affirmative defense. A violation of this chapter may be asserted as an affirmative defense in an unlawful detainer action.

F. *Additional enforcement; nonexclusive remedies and penalties.* This chapter may be enforced as provided in Chapter 2 of Title 1 of this code in addition to the remedies provided herein. The remedies in this chapter shall be in addition to any other existing remedies which may be available.

11-6.12 Waiver.

Any waiver of rights under this chapter shall be void as contrary to public policy.

11-6.13 Severability.

If any provision of this chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this chapter are declared to be severable.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Antioch, held on the 27th day of August 2024, and passed and adopted at a regular meeting thereof, held on the [REDACTED] day of [REDACTED], by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

**LAMAR A. HERNANDEZ-THORPE
MAYOR OF THE CITY OF ANTIOCH**

ATTEST:

**ELIZABETH HOUSEHOLDER
CITY CLERK OF THE CITY OF ANTIOCH**