

Chapter 19.40

RESIDENTIAL TENANT PROTECTION PROGRAM

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19.40.010 Binding Findings; Definitions; Citation.

(a) Binding Findings. Pursuant to Civil Code Section 1946.2(g)(1)(B), the City Council hereby makes the following binding findings within this Ordinance that this Ordinance is more protective than the provisions of Civil Code Section 1946.2 because:

- (1) The just cause for termination of a residential tenancy under this Ordinance is consistent with Civil Code Section 1946.2, because it incorporates that section by reference into this Concord Municipal Code Chapter 19.40; and
- (2) This Ordinance provides additional tenant protections that are not prohibited by any other provision of law, because it provides for higher relocation assistance amounts than those available to tenants covered by Civil Code Section 1946.2, requires certain minimum lease terms, and provides the just cause protections of Civil Code Section 1946.2 to tenants renting a mobilehome (as defined in Health and Safety Code Section 18211, or any amendment which may be made to that section from time to time); and
- (3) The provisions of Civil Code Section 1946.2 are incorporated into this Ordinance by reference. Except as provided expressly herein, this Ordinance is not intended to alter in any other way any protections provided to tenants by Civil Code Section 1946.2, and shall cover those tenants of residential real property in Concord that are covered by Civil Code Section 1946.2, except that this ordinance shall extend the just cause protections set forth in Civil Code Section 1946.2 to tenants renting a mobilehome.
- (4) As provided in Civil Code Section 1946.2(g)(2), a residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and Civil Code Section 1946.2. This Ordinance incorporates Civil Code Section 1946.2 by reference, intends that Civil Code Section 1946.2 apply to residential tenants covered by Civil Code Section 1946.2 as well as tenants renting a mobilehome in the City of Concord, and that those provisions of this Ordinance which differ from Civil Code Section 1946.2 supplement and are more protective of residential tenants than Civil Code Section 1946.2.
- (5) The provisions of Civil Code Section 1947.12 are incorporated into this Ordinance by reference.

(b) Definitions. For the purposes of this chapter, the following definitions shall apply:

- (1) "Owner" or "landlord" shall mean any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner, except that this term does not include the owner or operator of a mobilehome park or his or her agent, but does include the owner of a mobilehome or his or her agent if the mobilehome is offered for rent.
- (2) "Rent" shall mean all periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the tenant under a rental agreement concerning the use and occupancy of a residential real property and all attendant housing services, including all payments and consideration demanded or paid for parking, utility charges, pets, furniture and other benefits, privilege or facility connected with the use or occupancy of the residential real property.

(3) "Residential real property" shall have the same meaning as that term is defined in Civil Code Section 1954.51, which, for convenience, defines residential real property as follows: "includes any dwelling or unit that is intended for human habitation" and for purposes of this chapter shall specifically include mobilehomes, but shall not include a "mobile home lot" or "mobile home space" as those terms are defined and/or used under Concord Municipal Code Chapter 15.105 (Mobile Home Parks).(2) "Tenancy" shall have the same meaning as that term is defined in Civil Code Section 1954.51, which, for convenience, defines tenancy as follows: "includes the lawful occupation of residential real property and includes a lease or sublease."

(c) Citation. This chapter may be referred to as the "Residential Tenant Protection Program" of the City of Concord. The words "this chapter" and "this Ordinance" are used interchangeably herein.

19.40.020 Relocation Assistance for No-Fault Just Cause Evictions; Notice of Curable Lease Violations.

(a) Relocation Assistance for No-Fault Just Cause Evictions.

(1) For a tenancy for which just cause is required to terminate the tenancy under Civil Code Section 1946.2 and for tenants renting a mobilehome, if an owner issues a termination notice for a no-fault just cause as defined in Civil Code Section 1946.2(b)(2), the owner shall, regardless of the tenant's income, assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).

(2) If the owner issues a notice to terminate a tenancy for no-fault just cause as defined in Civil Code Section 1946.2(b)(2), the owner shall notify the tenant of the tenant's right to relocation assistance and the amount of the relocation assistance at the time the owner issues the notice of termination.

(3) Amount.

(A) The amount of relocation assistance shall be equal to the greater of (i) two months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy, or (ii) \$5,000, whichever is greater.

(B) The owner shall provide one half of the relocation assistance owed to the tenant within 15 calendar days of service of the notice of termination. The remaining relocation assistance may be provided either, (i) in the form of a waiver in writing of the payment of rent for the final month of tenancy, prior to the rent becoming due, or (ii) a payment in cash paid no later than the date the tenant vacates the residential real property.

(C) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.

(D) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law, including the relocation assistance required by Civil Code Section 1946.2.

(4) Notwithstanding anything set forth herein, a tenant shall not be entitled to the relocation assistance provided in subparagraph (3) if the notice of termination is given because the owner is complying with an order issued by a government agency or court relating to habitability that necessitates vacating the residential real property if it is determined by any government agency or court that the tenant is at fault for the conditions or conditions triggering the order or need to vacate.

(5) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(b) Notice of Curable Lease Violations. As provided in Civil Code Section 1946.2(c), before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

19.40.030 Requirement to Offer Written Lease; Minimum Lease Terms.

(a) One Year Lease Term. If a prospective tenant wishes to rent residential real property from a landlord and if said landlord wishes to rent said residential real property to said prospective tenant, the landlord must offer to the prospective tenant a written lease which has a minimum term of one (1) year. . Such offer must be made in writing. If the prospective tenant accepts the offer of a written lease which has a minimum term of one (1) year, this acceptance must be in writing. Signing a lease which has a minimum term of one (1) year will be considered an offer if signed by the landlord, and an acceptance if countersigned by the prospective tenant. If the prospective tenant rejects the offer for a written lease which has a minimum term of one (1) year, such rejection must be in writing.

(b) Six Month Lease Term. If the prospective tenant rejects the offer for a written lease which has a minimum term of one (1) year as provided in subsection (a) above, but the prospective tenant continues to wish to rent said residential real property from said landlord, said landlord must offer to said prospective tenant a written lease which has a minimum term of six (6) months. Such offer must be made in writing. If said prospective tenant accepts the offer of a written lease which has a minimum term of six (6) months, this acceptance must be in writing. Signing a lease which has a minimum term of six (6) months will be considered an offer if signed by said landlord, and an acceptance if countersigned by said prospective tenant. If said prospective tenant rejects the offer for a written lease which has a minimum term of six (6) months, such rejection must be in writing.

(c) Shorter Term. If said prospective tenant rejects the offer for a written lease which has a minimum term of six (6) months as provided in subsection (b) above, said landlord and said prospective tenant may then enter into a written lease that provides for a term of fewer than of six (6) months.

(d) Renewal of Lease. If both the landlord and tenant wish to continue the rental relationship, upon the expiration of a written lease which has a minimum term of one (1) year or six (6) months, a written lease shall be offered again in accordance with the procedures set forth in subsections (a) through (c) above. The landlord shall have no obligation to re-offer a tenant a one (1) year or six (6) month lease term if the tenant has previously rejected such offers in accordance with the procedures set forth in subsections (a) through (c) above, and has a written lease with a term of fewer than six (6) months.

(e) Existing Tenancies. Within ninety (90) days of the effective date of this Ordinance, any tenant renting residential real property as of the effective date of this Ordinance may request a written lease with a minimum term of either one (1) year or six (6) months, provided such tenant has not previously received a written notice of lease or rental agreement violation pursuant to Code of Civil Procedure Section 1161 and such violation remains uncured. The tenant shall do so via written notice to the landlord. The landlord shall, upon receipt of such notice, offer to said tenant a written lease on terms substantially similar to those of the existing rental arrangement (except as to length of term) in accordance with the procedures set forth in this Section 19.40.030 (Requirement to Offer Written Lease; Minimum Lease Terms), as applicable.

(f) Exemptions. This Section 19.40.030 (Requirement to Offer Written Lease; Minimum Lease Terms) shall not apply to residential real property that is exempt from the just cause eviction protections set forth in Civil Code Section 1946.2 except for Civil Code Section 1946.2(e)(7) because it is expressly intended that this Section 19.40.030 shall apply to housing that has been issued a certificate of occupancy within the previous 15 years.

19.40.040 Notice of Tenant Rights.

(a) An owner of residential real property subject to this Ordinance shall provide notice to the tenant as follows:

(1) For any tenancy commenced or renewed on or after the effective date of this Ordinance, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

(2) For a tenancy existing prior to the effective date of this Ordinance, by written notice to the tenant no later than October 1, 2020, or as an addendum to the lease or rental agreement.

(b) The notification or lease provision shall be in no less than 12-point type, shall be in English and Spanish, and shall include the following:

California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully

occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information. In addition, City of Concord Municipal Code Section 19.40.020 (Relocation Assistance for No-Fault Just Cause Evictions; Notice of Curable Lease Violations) provides tenants evicted for no-fault just cause with the right to relocation payments in excess of those provided by state law; see city Of Concord Municipal Code Section 19.40.020 for more information.

City Of Concord Municipal Code Section 19.40.030 (Requirement to Offer Written Lease; Minimum Lease Terms) provides tenants with the right to written leases and minimum lease terms. Landlords must offer tenants the option to enter into a one (1) year written lease. If a tenant declines a one (1) year written lease, the landlord must offer that tenant the option to enter into a six (6) month written lease. It is the tenant's choice whether or not to enter into such a written lease with a landlord. If tenant rejects the initial offers of a written lease with a minimum lease term of 12 or 6 months, the tenant and landlord may enter into a written lease with a term of fewer than 6 months. See City Of Concord Municipal Code Section 19.40.030 for more information.

(c) Manner. Landlords must provide the notice to tenants in writing if the application and lease are processed in writing, electronically if the application and/or lease are processed electronically, or both if both methods are utilized. The provision of the notice shall be subject to Civil Code Section 1632.

19.40.050 Landlord Retaliation Prohibited.

Under Civil Code Section 1942.5, it is illegal for a landlord to retaliate against a tenant for lawfully and peaceably exercising their legal rights. No landlord may take any action increasing any rental amount, reducing any service, causing the tenant to involuntarily quit the premises, or discriminating against the tenant because of the tenant's use of any remedy provided by this chapter.

19.40.060 Nonwaiver.

Any waiver or purported waiver by a tenant of their rights under this chapter prior to the time when such rights may be exercised, except a rejection of a written lease which has a minimum term of one (1) year or six (6) months in accordance with the procedures set forth in Section 19.40.030 (Requirement to Offer Written Lease; Minimum Lease Terms) , shall be void as contrary to public policy.

19.40.070 Remedies.

In the event of a violation of this chapter, a residential tenant may institute a civil proceeding for injunctive relief, money damages, and whatever other relief the court deems appropriate. The remedy available under this Section shall be in addition to any other existing remedies which may be available to the residential tenant under local, county, state or federal law. In addition, this chapter grants a defense to eviction to any unlawful detainer actions in violation of this chapter.

19.40.080 Severability.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this chapter. The City Council declares that it would have adopted this chapter and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

19.40.090 Term.

This chapter shall remain in effect only until January 1, 2030, and as of that date is automatically repealed.