



**CITY OF LARKSPUR
Staff Report**

September 4, 2019 City Council Meeting

DATE: August 28, 2019

TO: Honorable Mayor Morrison and the Larkspur City Council

FROM: Dan Schwarz, City Manager
Sky Woodruff, City Attorney
Neal Toft, Planning and Building Director

SUBJECT: INTRODUCE FIRST READING OF ORDINANCES AMENDING TITLE 5 (BUSINESS LICENSES AND REGULATIONS) OF THE LARKSPUR MUNICIPAL CODE TO ADD NEW CHAPTERS 5.52 (RENT REGISTRY), 5.54 (RENTAL HOUSING DISPUTE RESOLUTION), AND 5.56 (JUST CAUSE EVICTIONS)

ACTION REQUESTED:

That the City Council waive the first reading and introduce an ordinance to add Chapter 5.52, entitled "Rent Registry", an ordinance to add Chapter 5.54, entitled "Rental Housing Dispute Resolution", and an ordinance to add Chapter 5.56, entitled "Just Cause Evictions" to the Larkspur Municipal Code.

ENVIRONMENTAL STATUS:

These Ordinances are exempt from the California Environmental Quality Act ("CEQA") under California Code of Regulations, Title 14, Section 15061(b)(3) because it can be seen with certainty that there is no possibility that adoption will have a significant adverse effect on the environment.

BACKGROUND AND DISCUSSION

City Council Study Session on Renters Protections

On July 17, 2019, the City Council held a Study Session to discuss residential renter protections, with an emphasis on mobile home tenancy protection options. The Study Session was scheduled in response to numerous communications from mobile home park residents about rent increases. Staff provided a report providing an overview of several renter protection options:

AGENDA ITEM 7.1

- rent control/rent stabilization;
- payment of relocation when tenant leaves as a result of rent increase;
- vacancy control;
- just cause for eviction;
- mandatory mediation;
- rental registry; and
- policies in neighboring jurisdictions.

Staff also presented the City of San Rafael’s “Rental Housing Dispute Resolution” and “Cause Required for Eviction” ordinances, and the City of Novato’s “Rent Control for Mobile Home Parks” ordinance. A copy of the report and all attachments and background information can be viewed here:

<https://www.cityoflarkspur.org/DocumentCenter/View/10503/Item-81-Residential-Renter-Protections-Mobilehome-Study-Session>

The City Council heard the staff report, took public comment, and engaged in discussion regarding the various topics presented. At the conclusion of the item, the Council directed staff to prepare regulations specific to rental registry, rental housing dispute mediation, and just cause for evictions that would apply to the broader community rather than just the mobile home parks. The City Council also requested that the City Manager prepare a more in-depth discussion on the topic of rent stabilization, for consideration at a future date.

Other Jurisdictions

As previously discussed, there are a handful of examples of these types of ordinances in Marin County. The County has mandatory mediation, rental registry, and just-cause eviction ordinances. Novato also owns and operates a mobile home park for seniors. Fairfax has mandatory mediation and just-cause eviction ordinances. San Rafael has a mobile home rent stabilization ordinance, as well as mandatory mediation, just-cause eviction, and relocation assistance ordinances (not limited to mobile homes). Novato has vacancy controls and a rental registry, but those are included as part of a mobile home rent control ordinance.

Exhibit 1 – Renter Protection Policies Adopted by Bay Area Communities

Jurisdiction	Rent Control	Mediation	Eviction Policies	Relocation Assistance	Rent Registry
County of Marin		Yes	Yes		
Fairfax		Yes	Yes		
Novato	Yes (MHP)				Yes (MHP)
San Rafael	Yes (MHP)	Yes	Yes	Yes	

DISCUSSION

Working with the City Attorney’s Office, Staff has prepared amendments to Title 5 (Business Licenses and Regulations) of the Municipal Code to model renter protection ordinances similar to those that the City of San Rafael and County of Marin have adopted. These ordinances would apply to the rental community at large rather than be limited to the mobile home parks. The following is a brief discussion on the purpose and effect of the three ordinances:

Rental Registry

This ordinance presents a set of regulations for landlords to report residential rents and other information about the rental unit(s) to the City on an annual basis. This would be applicable to most residential rental units, but would not apply certain types of rentals such as room rentals within a dwelling, transient rentals, group housing, and units already regulated and/or subsidized by government agencies. This registration process will allow the City to collect, monitor and analyze actual rents in Larkspur and the characteristics of rental units. Staff anticipates that reporting will be tied to submittal and annual reporting for business licenses. This data will be prepared in an annual report to the City Council. It should be noted that the City lacks the resources to force compliance, though tying the requirement to file to the business license should serve to collect fairly accurate data.

Rental Housing Dispute Resolution

This ordinance requires that landlord and tenant parties participate in a mediation process in any instance where either party requests a mediation in anticipation of, or response to, a rental increase of greater than five percent (5%) within any twelve-month period. Mediation is a process in which a neutral third party facilitates the negotiation of a mutually acceptable resolution to a dispute between parties. While mediation programs commonly apply to voluntary, private and informal procedures, this ordinance outlines a requirement for “mandatory” mediation if the triggering rent increase occurs. In most cases it is likely the tenant would be the party requesting mediation services, although the landlord may do so to expedite the process of implementing an increase. While the mediation process is mandatory, the parties are not legally compelled to reach a resolution. Instead, the goal of these programs is to facilitate constructive conversations in a neutral and accountable environment. It should be noted that if a party does not participate as required, the ordinance outlines a process by which the Planning Director may investigate and hold a hearing on the matter. A finding of failure to participate can be considered a violation of the Municipal Code.

The Marin County District Attorney’s Office should be available to contract with the City to conduct mediations on an on-call basis. The DA’s office is already providing this specific mediation service for the County and other jurisdictions.

During the Study Session discussion on this matter, the Council queried whether it would make more sense to simply require mandatory arbitration, so that any decision is legally binding. The City Attorney’s Office reviewed the question and indicated that if the process is intended to be non-binding, then a mediation process is appropriate. The difference between mediation is essentially that it is non-binding while arbitration is legally binding. If the process is intended to be legally binding, by means of arbitration, then it is essentially a form of case-by-case rent control. The City Attorney’s Office believes imposing binding arbitration would be fraught with legal issues and a standard rent control ordinance would be preferable.

Just Cause Eviction

This ordinance is intended to provide stability for households who rent by regulating the grounds for eviction and prohibiting termination of a residential tenancy without an express and valid reason. These policies serve to promote a greater awareness of the rights and responsibilities of landlords and tenants and provide a clear and transparent process for evictions and lease terminations, particularly when rental agreements do not exist or lack specificity. The ordinance identifies acceptable reasons that a landlord may terminate a tenancy “for cause” (e.g. failure to pay rent, nuisance behavior), as well as other reasons a landlord could evict for “no cause” (e.g. the landlord is demolishing the structure or moving back into the unit). The ordinance is intended to fully retain the rights of a landlord to terminate a lease for valid reasons, while also helping prevent the eviction of responsible tenants and providing them with greater security and stability.

FISCAL IMPACT

General

There are a variety of potential costs associated with administering these programs, including legal review and support. Each will require administrative services associated with creating forms and other documents, notices, conducting public outreach, responding to public inquiries about the programs, record-keeping, tracking data, enforcement and annual reporting. Similar programs in Marin have not existed long enough to use their fiscal impact as an indicator of the costs Larkspur would incur, though there are some indicators about the cost of the rental housing dispute resolution program. A mediation process through the Marin County DA's office is approximately \$500 - \$600 per occurrence. Marin County and Fairfax both subsidize the mediation program, so as not to discourage participation by renters who are already financially burdened. The County experienced 33 mediation requests in the first twelve months since the program was instituted in early 2018. The Town of Fairfax anticipates ±5 mediation requests a year. The City of San Rafael staff recommended that its City Council budget \$60,000 for administering both the just cause and mandatory mediation programs, with \$40,000 allocated largely for mediation costs for the first year of their mandatory mediation program.

In terms of a rental housing dispute program, the City of Larkspur could consider the methodology that the City of San Rafael applied for the same purpose. If the City contracts with the District Attorney's Office, the program could conservatively be expected to cost up to \$16,988 a year (2,954 units x \$600 per mediation x a 0.0093 utilization rate). If the Council approves the rental housing dispute program, staff will monitor costs during the second quarter of the current fiscal year to determine if the costs can be absorbed in the current year budget or will necessitate a budget amendment.

STAFF RECOMMENDATION:

Staff recommends that the City Council hear the staff report, open the public hearing, and move to introduce and waive first reading of the ordinances establishing regulations and procedures for a Rent Registry, Rental Housing Dispute Resolution, and Just Cause Eviction.

Respectfully submitted,

Dan Schwarz, City Manager
Sky Woodruff, City Attorney
Neal Toft, Planning and Building Director

Attachments

1. Ordinance amending Title 5 (Business Licenses and Regulations) of the Larkspur Municipal Code to add new Chapter 5.52, "Rent Registry"
2. Ordinance amending Title 5 (Business Licenses and Regulations) of the Larkspur Municipal Code to add new Chapter 5.54, "Rental Housing Dispute Resolution"
3. Ordinance amending Title 5 (Business Licenses and Regulations) of the Larkspur Municipal Code to add new Chapter 5.56, "Just Cause Evictions"

CITY OF LARKSPUR
ORDINANCE XX/19

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LARKSPUR AMENDING THE LARKSPUR MUNICIPAL CODE BY
ADDING CHAPTER 5.52 “RENT REGISTRY” TO REQUIRE THAT
PROPERTY OWNERS REGISTER RENTS FOR AND PROVIDE
OTHER INFORMATION REGARDING RESIDENTIAL RENTAL
PROPERTIES WITH THE CITY ANNUALLY**

WHEREAS, approximately 12,400 people permanently reside in the incorporated City of Larkspur, which population is projected to grow by approximately 500 additional residents by 2030, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, 48% percent of the 6,376 housing units in the City of Larkspur are occupied by renters, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, housing overpayment, as defined by the state and federal government, refers to spending more than 30 percent of income on housing; severe overpayment is spending greater than 50 percent of income on housing; and

WHEREAS, in 2011, 56 percent of renters in Larkspur were overpaying for housing, spending more than 30 percent of income on housing, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, rental prices increased 24% in Marin County between 2010 and 2013, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, people who work in the County and Larkspur live in other communities due to the high housing costs and limited housing availability, or residents commute elsewhere to work, indicating a shortage of local affordable housing opportunities for the community’s workforce, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, the majority of low-income households, 65 percent, rent their homes, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, the 2015-2023 Larkspur Housing Element identifies goals, objectives, policies, and implementing programs that directly address the City’s housing needs; and

WHEREAS, the City does not currently track residential rents, and there is no current source for obtaining that information specific to Larkspur, making it difficult to ascertain the effect of rents on the potential displacement of residents; and

WHEREAS, at the July 10, 2019 City Council Meeting, the Council held a study session on potential renter protection policies to address the issue of rental housing affordability and stability; and

WHEREAS, the City Council finds and determines that the Rent Registry Ordinance codified in Chapter 5.52 is adopted pursuant to the City’s police power authority to protect the health, safety, and welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LARKSPUR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Chapter 5.52 of the Larkspur Municipal Code is hereby added as follows.

**Chapter 5.52
RENT REGISTRY**

Sections:

- 5.52.010 Findings and Purpose.
- 5.52.020 Definitions.
- 5.52.030 Registration of Rental Units.
- 5.52.040 Miscellaneous.
- 5.52.050 Enforcement.

5.52.010 Findings and Purpose.

A. Findings.

The City Council finds and declares as follows:

1. The City has a substantial government interest in regulating the relationship between landlords and tenants in order to increase certainty, stability, and fairness with the rental market.
2. The ordinance codified in this chapter is being adopted pursuant to the City’s police power authority to protect the public health, safety, and welfare.

B. Purpose.

The purpose of this chapter is to adopt regulations for landlords to report residential rents and other information to the City on an annual basis. This registration process will allow the City to collect, monitor and analyze actual rents in Larkspur and the characteristics of rental units. This data will be prepared in an annual report to the City Council. This Chapter supports the City’s housing goals and protects public health, safety, and welfare for the residents of Larkspur. This chapter and its implementation are intended to protect the privacy of individual tenants and the proprietary information of landlords, the public release of which could result in a competitive disadvantage.

5.52.020 Definitions.

For the purpose of this chapter, the following words and phrases shall mean and include:

“Business License” means the license required of landlords pursuant to Larkspur Municipal Code Title 5.

“City” means the City of Larkspur.

"Director" means the Director of Planning and Building or his or her designee, or another City official designated by the City Manager, unless otherwise specified. A designated representative may also include City staff and/or a party or organization contracted by the City to provide the necessary services to implement the procedures contained in this chapter.

“Landlord” means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any rental unit or portion thereof, and includes any legal entity or other individuals, employees, agents, contractors, and subcontractors that comprise or represent the landlord.

“Rent” means a fixed periodic compensation paid by a tenant at fixed intervals to a landlord for the possession and use of a Rental Unit as defined by the rental agreement between the landlord and tenant. Rent excludes pass through costs and ancillary costs paid separately to the landlord for parking, storage, utilities, water, garbage, or any other fee or charge associated with a rental unit.

“Rent registry information” means the information required to be submitted to the City by a landlord pursuant to this chapter.

“Rental unit” means a habitable structure offered for rent and used as a place of permanent or customary and usual abode of a tenant. Rental units include a single-family residence, a building, a group of buildings or a portion of a building used and/or designed as dwellings. A rental unit shall not include:

- A. A room or any other portion of a dwelling that is occupied by the landlord or a member of the landlord’s immediate family.
- B. Housing accommodations in hotels, motels, group housing, supportive housing, transitional housing, general residential care and bed and breakfasts as those terms are defined in the Larkspur Municipal Code Title 18.
- C. An on-site manager’s living unit.
- D. Any rental unit where the tenancy is an express condition of, or express consideration for, employment by a landlord.
- E. Any rental units for which rents are controlled or regulated by any government unit, agency, or authority, or whose rent is subsidized by any government unit, agency or authority. This exception shall not apply to any rental unit for which rents are controlled pursuant to a rent stabilization ordinance, in the event that the City Council adopt such an ordinance.

F. Any rental units acquired by the City or any other governmental unit, agency or authority, and are intended to be used for public purposes.

“Tenant” means any renter, tenant, subtenant, lessee, or sublessee of a rental unit, or any group of renters, tenants, subtenants, lessees, sublessees of a rental unit, or any other person entitled to the use or occupancy of such rental unit, or any successor of any of the foregoing.

5.52.030 Registration of Rental Units.

A. Initial Registration. A landlord must register every rental unit that is subject to the provisions of this chapter within thirty (30) days of receipt of notice from the City that registration is required. Registration must be completed using forms provided by the City. The forms provided by the City may include a secure internet website with an interface for submitting the information required by this chapter. Registration is complete only when all required information has been provided to the City and all outstanding fees and penalties, if applicable, have been paid. Upon completion of the initial registration of a rental unit, the City shall issue a registration statement, which shall include the renewal date for the registration of the applicable rental units.

B. Registration Renewal. Unless a registration statement provides otherwise, registration of rental units shall expire on June 30 of the year following issuance of a registration statement. Registration of rental units shall be renewed annually by June 30 or the date stated on the registration statement. Registration statements shall expire annually on June 30 or the date on the registration statement, unless renewed prior to the expiration date.

C. At minimum, the following rent registry information below shall be provided as part of initial and renewal registration of a rental unit. Failure to provide the information required or providing false information shall be a violation of the Municipal Code, chargeable as a misdemeanor or infraction.

1. The name, address, and phone number of the Landlord;
2. The address of each rental unit for rent or lease;
3. The number of bedrooms and bathroom in each rental unit, including square footage, for rent or lease;
4. The current amount and date of the monthly rent received for each rental unit, identifying whether the monthly rent includes specified utilities (water/sewer, refuse/recycle, natural gas, electricity, etc.);
5. The previous amount and date of monthly rent for the reporting period that covers the last 24-months;
6. The occupancy status of each rental unit (e.g. vacant or occupied) and reason for vacancy, if applicable;
7. Tenant history (e.g. new tenant or existing tenant, date of move-in and move-out);

8. Whether or not the tenant receives a housing voucher or rental subsidy (e.g. Section 8, VASH);
9. History of capital improvements, including major maintenance costs, completed in the last 24-months;
10. The business license number applicable to each rental unit;
11. Any other information deemed necessary by the Director to implement the provisions of this chapter.

D. Termination of Exemption. When a rental unit that was exempt from this chapter becomes governed by this chapter for the first time, the landlord must register the rental unit with the City within thirty (30) days after the City provides notice that the exemption has ended.

E. Registration Amendment. A landlord shall notify the City if there is a change to the registration information for any rental unit. A landlord shall contact the City within thirty (30) days of a change in a rental unit's ownership or management, or a change in the owner's or manager's contact information.

F. Copy of Registration to Tenant. If requested by the City, a landlord shall provide the tenant(s) a true and correct copy of the completed registration form that pertains to their rental unit. The landlord may redact any information that does not pertain to that unit except the name and address of the landlord.

G. Administrative Regulations. The Director may promulgate administrative regulations to implement the provisions of this chapter.

H. Collecting and Keeping Confidential Rent Registry Information.

1. The City Council recognizes that the rent registry information, if publicly disclosed, could reveal the rent that a tenant pays for a rental unit or proprietary information of a landlord that could create a competitive disadvantage for every landlord required to comply with this chapter. The City Council also recognizes that the Public Records Act (Gov. Code §§ 6250 et seq.) generally requires that the City make available to the public information in its possession that relates to the conduct of the public's business. The Public Records Act contains a number of exceptions intended to protect the privacy of individuals and the proprietary information of businesses that is in the City's possession only because of a legal requirement to provide it to the City in connection with a regulatory program. The City Council declares that the rent registry information shall be received in confidence, and that the public interest in nondisclosure of the rent registry Information clearly outweighs the public interest in disclosure. Notwithstanding the foregoing, this section identifies limited rent registry information that shall be made available to the public.

2. The City anticipates that rent registry Information will be kept in a database. The database containing rent registry information shall be created and maintained such that it can generate reports containing only the following, individually or in combination: (a) the number of rental units per building expressed as a range of the number of rental units per building; (b) the number and type of rooms in a rental unit, with the rental units grouped by number of bedrooms and not listed

individually; (c) the size of rental units, expressed in square feet; (d) the rent for rental units, classified only by size of rental units in square feet and number and type of rooms; (e) average rent for rental units by size of rental units in square feet or number of rooms for any period of time covered by the rent registry information; or (f) the average length of occupancy or vacancy of rental units, classified only by size of rental units in square feet or number and type of rooms. The rent registry information listed in this paragraph shall be the only rent registry information released in response to a request made under the Public Records Act. The City will not disclose rent registry information for rental units in a manner that identifies the building in which they are located or the rent for any individual rental unit. Rent registry information shall not include identifying information regarding an individual tenant.

3. The Director may generate additional reports from the rent registry information database for the purposes of this chapter. Such reports shall be released to the public only if kept in the normal course of City business and only after redacting any rent registry information that would improperly intrude into personal privacy of tenants or reveal landlord proprietary information that could result in a competitive disadvantage.

4. The Director, in consultation with the City Attorney, may authorize the release of other rent registry information that would otherwise be confidential if they determine that the release is legally required or the public interest in disclosure would clearly outweigh the public interest in nondisclosure.

5.52.040 Miscellaneous.

A. Annual Review. The Director shall annually prepare a report to the City Council assessing the effectiveness of the program established under this chapter and may recommend changes.

B. Fees. For the sole purpose of reimbursing the City for reasonable regulatory costs of performing investigations, inspections, and audits necessary for the implementation and the administrative enforcement and adjudication of this chapter, the landlord of each rental unit subject to the provision of this chapter shall pay a fee in an amount to be set by the City for each rental unit. The amount of the fee shall be included in the City's Master Fee Schedule and may be adjusted annually for inflation each July 1 using an appropriate index, as determined by City Council.

C. Business License. All landlord's shall possess a business license, as required by the Larkspur Municipal Code, for any rental unit subject to the provisions of this chapter. Submission of rent registry information shall be a prerequisite to a complete application for a business license required by Section 5.24.070.

5.52.050 Enforcement.

In addition to any other remedy allowed by law, any person who violates this chapter is subject to administrative penalties pursuant to Larkspur Municipal Code Chapter 9.24.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 4. CEQA. This ordinance is exempt from the California Environmental Quality Act ("CEQA") under California Code of Regulations, Title 14, Section 15061(b)(3) because it can be seen with certainty that there is no possibility that its adoption will have a significant adverse effect on the environment.

SECTION 5. Effective date. This ordinance shall go into effect thirty (30) days from its adoption shall be posted or published as required by State law.

IT IS HEREBY CERTIFIED that the foregoing ordinance was duly introduced at a regular meeting of the Larkspur City Council held on September 4, 2019 and thereafter passed and adopted by the Larkspur City Council on September 18, 2019 by the following vote:

- AYES: COUNCILMEMBER:
- NOES: COUNCILMEMBER:
- ABSENT: COUNCILMEMBER:
- ABSTAIN: COUNCILMEMBER:

Ann Morrison, Mayor

ATTEST:

Alison Foulis, City Clerk

CITY OF LARKSPUR
ORDINANCE XX/19

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LARKSPUR AMENDING THE LARKSPUR MUNICIPAL CODE BY
ADDING CHAPTER 5.54 “RENTAL HOUSING DISPUTE
RESOLUTION” ALLOWING MEDIATION FOR RENTAL INCREASES
EXCEEDING FIVE PERCENT IN 12-MONTH PERIOD**

WHEREAS, approximately 12,400 people permanently reside in the incorporated City of Larkspur, which population is projected to grow by approximately 500 additional residents by 2030, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, 48% percent of the 6,376 housing units in the City of Larkspur are occupied by renters, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, housing overpayment, as defined by the state and federal government, refers to spending more than 30 percent of income on housing; severe overpayment is spending greater than 50 percent of income on housing; and

WHEREAS, in 2011, 56 percent of renters in Larkspur were overpaying for housing, spending more than 30 percent of income on housing, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, rental prices increased 24% in Marin County between 2010 and 2013, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, people who work in the County and Larkspur live in other communities due to the high housing costs and limited housing availability, or residents commute elsewhere to work, indicating a shortage of local affordable housing opportunities for the community’s workforce, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, the majority of low-income households, 65 percent, rent their homes, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, at the July 10, 2019 City Council Meeting, the Council held a study session on potential renter protection policies to address the issue of rental housing affordability and stability; and

WHEREAS, the City Council finds and determines that regulating the relations between certain residential landlords and residential tenants will increase certainty and fairness within the residential rental market in Larkspur and thereby serve the public peace, health, safety, and public welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LARKSPUR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Chapter 5.54 of the Larkspur Municipal Code is hereby added as follows.

**Chapter 5.54
RENTAL HOUSING DISPUTE RESOLUTION**

Sections:

- 5.54.010 Purpose and Intent.
- 5.54.020 Applicability.
- 5.54.030 Definitions.
- 5.54.040 Mediation eligibility.
- 5.54.050 Mediation process.
- 5.54.060 Anti-harassment and other prohibited activities.
- 5.54.070 Notice of Tenant rights.
- 5.54.080 Civil remedies.
- 5.54.090 Severability.

5.54.010 Purpose and Intent.

It is the purpose and intent of this chapter to increase certainty and fairness in the residential rental market within the City of Larkspur, in order to promote the health, safety, and general welfare of residents and businesses within the City. This chapter only governs disputes between landlords and tenants of rental dwelling units located within the City of Larkspur.

5.54.020 Applicability.

The provisions of this chapter shall apply to all dwelling units in the City of Larkspur containing a separate bathroom, kitchen, and living area, including a single-family dwelling or unit in a multifamily or multipurpose dwelling, a unit in a condominium or cooperative housing project, or a unit in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the City of Larkspur Municipal Code, which is hired, rented, or leased to a household within the meaning of California Civil Code Section 1940. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.

Notwithstanding anything to the contrary above, the provisions of this chapter shall not apply to the following:

- A. Any dwelling unit that is owned or operated by any government agency;
- B. Any dwelling unit for which one of the following is true (1) the rent is limited to no more than affordable rent, as such term is defined in California Health & Safety Code Section 50053, pursuant and subject to legally binding restrictions enforceable against and/or governing such units; or (2) the rent is directly subsidized by a government

agency such that the tenant's portion of the rent does not exceed 30% of income.

C. Any dwelling unit occupied by a tenant employed by the landlord for the purpose of security and/or managing the property;

D. Any junior accessory dwelling unit as defined in Larkspur Municipal Code Chapter 18.24; or

E. A room or rooms in a single-family home where the landlord also lives in the home.

5.54.030 Definitions.

For the purpose of this chapter, the following words and phrases shall mean:

"City" means the City of Larkspur.

"Director" means the Director of Planning and Building or his or her designee, or another City official designated by the City Manager, unless otherwise specified.

"Designated Service Provider" means a party, organization, or other governmental agency/department (e.g., County of Marin) selected by the Director to provide mediation services and other tasks necessary to implement the program and procedures contained in this chapter and any associated guidelines.

"Dwelling Unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household as defined in California Civil Code section 1940 and City of Larkspur Municipal Code.

"Guidelines" means any written regulations, forms, and notices for the administration and implementation of this chapter adopted by the Director, with review by the City Attorney.

"Good Faith" participation includes the affirmative duty of the landlord to: (i) refrain from any harassment or other prohibited activity described in Section 5.55.060 and to (ii) refrain from an unlawful detainer proceeding while the parties are engaged in proceedings under this chapter excepting only those actions authorized by subsections (3) and (4) of California Code of Civil Procedure section 1161 or any successor provisions. Good faith participation also includes the affirmative duty of the tenant to abide by the terms of the lease or rental agreement and to pay all lawful rent owed.

"Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any dwelling unit or portion thereof.

"Mediation" means one or more meetings in which a landlord and tenant have the opportunity to directly communicate with a mediator and each other in a face-to-face setting at a neutral location in order to resolve a rental housing dispute under ground rules designed to protect the confidentiality and neutrality of the communications.

"Mediator" means a person who meets any criteria for conducting mediations that

may be established in the guidelines.

"Rent" means the consideration, including any funds, labor, bonus, benefit, or gratuity, demanded or received by a landlord for or in connection with the use and occupancy of a dwelling unit and the housing services provided therewith, or for the assignment of a rental agreement for a dwelling unit.

"Tenant" means a person entitled by written or oral agreement, or by sufferance, to the use or occupancy of a dwelling unit.

5.54.40 Mediation eligibility.

A. Tenant-initiated Mediation. A tenant residing in a dwelling unit may file a request and receive Mediation services within either thirty (30) calendar days from the enactment of this chapter or ten (10) calendar days of the tenant's receipt of one or more notices in accordance with California Civil Code section 827 that individually or cumulatively increase rent more than five percent (5%) within any twelve (12) month period.

B. Landlord-requested Mediation. Any landlord may file a request and receive mediation services in order to pursue a rent increase greater than five percent (5%) within any twelve (12) month period.

5.54.050 Mediation process.

A. Designated Service Provider. The Director shall contract with or designate a designated service provider to provide mediation services. The guidelines may include a description of minimum qualifications for the designated service provider and its mediators.

B. Mediation Requests.

1. Any tenant or landlord eligible for mediation under Section 5.54.040 may request mediation services from the designated service provider.
2. Each landlord and/or tenant requesting mediation services must complete and sign a form under penalty of perjury that demonstrates eligibility for mediation under this chapter and includes other information as may be specified in the guidelines.
3. Separate requests for mediation services that involve one or more of the same parties may be consolidated with the consent of the landlord and the other tenant(s), but consolidation is not required and shall not affect individuals' ability to be separately represented or to bring a separate legal action.
4. If an eligible tenant has requested mediation as a result of receiving one or more notices in accordance with California Civil Code section 827 that individually or cumulatively increase rent more than five percent (5%) within any twelve (12) month period, unless the parties otherwise agree in writing, such noticed rent increase will not be effective until the mediation concludes and the landlord satisfies its obligation to participate in good faith under Section 5.54.050(d)(2)(A).

7.1 ATTACHMENT 2

A. Two-Step Mediation Process. The designated service provider shall assign a mediator within ten (10) calendar days of receiving a complete request for mediation services. The assigned mediator shall offer a two-step mediation process as follows:

1. Within two (2) business days of receiving a mediation assignment from the designated service provider, the mediator shall provide notice of the mediation to the landlord and tenant. The mediation notice shall, at a minimum, inform each party of their obligation to appear at the mediation and participate in the mediation in good faith. The mediator shall make reasonable efforts to schedule mediation sessions at times that are mutually convenient for the landlord and the tenant, which may include times that are outside of business hours. The mediation process shall commence upon notification of the landlord and tenant by the mediator.

a) A mediator may notify the landlord and/or tenant of the mediation process via telephone, email, or any other form of communication, but at a minimum, the mediator must notify each party in writing via first-class mail, postage prepaid to each parties' address of record.

b) Following the mediator sending such notification, both the landlord and the tenant have an affirmative obligation to participate in the mediation in good faith until the mediation concludes.

2. The mediation process shall conclude upon the earlier of: (A) the execution of a legally enforceable, written mediation agreement signed by all parties to the mediation service under Section 5.54.050(e); (B) the mediator's determination that no further progress is likely to result from continued mediation; or (C) all of the parties to the mediation indicate in writing that the mediation has concluded to their satisfaction. In no event shall a mediation process last longer than thirty (30) calendar days from when the parties are notified, unless the parties agree in writing to extend the mediation term. If no legally enforceable, written mediation agreement is reached, the mediator shall prepare and distribute a nonbinding mediation statement under Section 5.54.050(f). The mediator shall send the mediation statement to each party's address of record via first-class mail, postage prepaid.

B. Mandatory Participation. Every party to a mediation is affirmatively obligated to participate in such mediation in good faith until the mediator determines the mediation has concluded.

1. Definition. For purposes of this section, good faith participation includes by reference the definition described in Section 5.54.030 and also means the mutual obligation of the landlord and tenant to meet on each occasion when notified of mediation proceedings, provide relevant information, exchange proposals, timely consider and respond to proposals by opposite parties, and engage in meaningful discussion on the subject of proposed rent increases and issues related to the rent increase.

2. Failure to participate in Good Faith.

a) No rent increase will be effective unless or until the landlord of the dwelling unit complies with the provisions of this chapter by participating in good faith throughout the entirety of a mediation process.

b) If a tenant fails to participate in good faith, the mediator at his or her discretion may determine that the tenant has withdrawn their request for mediation service and conclude the mediation process, allowing any rent increase to be implemented in accordance with the notice requirements identified in California Civil Code section 827.

3. Finding of a failure to participate in Good Faith.

- a) A mediator or party to the mediation process may request that the Director investigate a claim of failure to participate in good faith by another party. The Director shall be responsible for investigating allegations of a lack of good faith participation by any party.
- b) Any determination that a party has failed to participate in good faith in a proceeding under this chapter shall only be made after a fair hearing by a hearing officer appointed by the Director and the rendition of factual findings supported by the record. All parties to such hearing must receive written notice of the hearing at least five business days prior to the hearing date. Following such a hearing, the Director shall give prompt notice of the determination by first-class mail, postage prepaid, to the affected party. Additional hearing procedures, including procedures for appeals (if any), may be specified in the guidelines.

B. Mediation Agreements.

- 1. Any agreement reached by the parties in mediation must:
 - a) Be made in writing and signed by the parties;
 - b) State the specific terms of the mediation agreement including the duration and conditions of the agreement;
 - c) State the effective date of any agreed-upon rent increase and stipulate to the adequacy of notice for any rent increase in accordance with California Civil Code section 827;
 - d) Be legally enforceable against the parties to the agreement;
 - e) Provide that the agreement may be enforced via civil action by any party; and
 - f) Provide that any agent or representative signing a mediation agreement on behalf of other persons shall be responsible for promptly providing a copy of the agreement to the parties they represent.
- 2. A tenant bound by a mediation agreement may not request further mediation concerning any rent increase covering the same time period included in the mediation agreement but may request mediation concerning an additional rent increase that is first noticed or occurs after the mediation agreement is signed by both parties.

F. Mediation Statements. If a mediation service does not result in a mediation agreement, then the designated mediator shall produce a nonbinding mediation statement. The guidelines shall include form mediation agreements and mediation statements that include, without limitation, the following information:

1. The name of each party that appeared for and participated in good faith in the mediation service; and
2. A concise summary of the dispute including the perspectives of each party that appeared for and participated in good faith in the mediation service.

5.54.060 Anti-harassment and other prohibited activities.

A. No landlord may do any of the following in bad faith, with ulterior motive, or without honest intent:

1. Interrupt, fail to provide, or threaten to interrupt or fail to provide any housing service under a lease or rental agreement, including but not limited to utility services and other amenities and services agreed to by contract;
2. Fail to perform repairs or maintenance required by contract or by State, City, or County housing, health, or safety laws;
3. Fail to exercise due diligence to complete repairs and maintenance once undertaken, including the failure to follow industry-appropriate safety standards and protocols;
4. Abuse or otherwise improperly use landlord's right to access the property;
5. Remove personal property of the tenant(s) from the dwelling unit;
6. Influence or attempt to influence the tenant(s) to vacate the unit by means of fraud, intimidation, or coercion (including but not limited to threats based on immigration status in violation of California Civil Code section 1940.3);
7. Offer payment or any other consideration, in return for the tenant(s) vacating the dwelling unit, more often than once every six months;
8. Threaten the tenant(s) by word or gesture with physical harm;
9. Interfere with the tenant(s) right to quiet use and enjoyment of the dwelling unit;
10. Refuse to accept or acknowledge receipt of lawful rent from the tenant(s);
11. Interfere with the tenant(s) right to privacy;
12. Request information that violates the tenant(s) right to privacy;
13. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the tenant(s) comfort, repose, peace, or quiet enjoyment, and that cause, are likely to cause, or are intended to cause the tenant(s) to vacate the dwelling unit; or

14. Retaliate against the tenant(s) for the tenant(s) exercise of rights under this chapter or state or federal law.

B. Nothing in this Section 5.54.060 prohibits the lawful eviction of a tenant in accordance with California Civil Code section 1946.1 or by any other appropriate legal means.

5.54.070 Notice of Tenant rights.

A. Notice Requirement. Landlords must provide to each tenant a notice of tenant rights under this chapter that describes the mediation service and how to request service; a form for providing such notice may be issued in the guidelines.

B. When Notice is Required. Landlords must provide to tenants the notice of tenant rights under Section 5.54.080(a) in the following circumstances:

1. Within 30 calendar days of enactment of this chapter;
2. When entering a lease or rental agreement;
3. When renewing a lease or rental agreement;
4. When providing notice of a rent increase; and
5. At such times as required by the City, which may include, but is not limited to, when this chapter is significantly amended.

A. Language of Notice. All notices provided under this section shall be provided in the primary language of the tenant, if reasonably feasible. If tenant's rental agreement was negotiated in a language other than English, then landlord shall provide the notices required under this section in the language in which the rental agreement was negotiated. In the event that the designated service provider is unable to provide translation services for the parties, the parties who do not speak or are not comfortable with English must provide their own translators. To participate in mediation proceedings, the translators will be required to take an oath that they are fluent in both English and the relevant foreign language and that they will fully and to the best of their ability translate the proceedings.

B. Failure to Provide Notice. Failure to comply with the notice provisions described in this chapter shall render any rental increase notice invalid and unenforceable. The failure to comply with the notice provisions will be cured only after the proper written notice of tenant's rights, along with a new rental increase notice, has been properly served on the tenant.

5.54.080 Civil remedies.

A. Injunctive relief. Any aggrieved person may enforce the provisions of this chapter by means of a civil injunctive action. Any person who commits, or proposes to commit, an act in violation of this chapter may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this section may be brought by any aggrieved person, by county counsel, the district attorney, or by any person or entity which will fairly and adequately represent the interests of the protected class.

B. Civil Liability. Any person who violates any of the provisions of this chapter or who aids in the violation of any provisions of this chapter is liable for, and the court must award to the individual whose rights are violated, three times the amount of special and general damages. The court may award in addition thereto not less than two hundred dollars (\$200.00) but not more than four hundred dollars (\$400.00), together with attorney's fees, costs of action, and punitive damages. Civil actions filed pursuant to this section must be filed within one year of the events giving rise to the alleged cause of action.

5.54.090 Severability.

The provisions of this chapter are declared to be severable. If for any reason, any section, paragraph, clause, or phrase of this chapter or the application thereof to any person, entity, or circumstance is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, clauses or phrases.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 4. CEQA. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under California Code of Regulations, Title 14, Section 15061(b)(3) because it can be seen with certainty that there is no possibility that its adoption will have a significant adverse effect on the environment.

SECTION 5. Effective date. This Ordinance shall go into effect thirty (30) days from its adoption shall be posted or published as required by State law.

IT IS HEREBY CERTIFIED that the foregoing Ordinance was duly introduced at a regular meeting of the Larkspur City Council held on September 4, 2019 and thereafter passed and adopted by the Larkspur City Council on September 18, 2019 by the following vote, to wit:

- AYES: COUNCILMEMBER:
- NOES: COUNCILMEMBER:
- ABSENT: COUNCILMEMBER:
- ABSTAIN: COUNCILMEMBER:

Ann Morrison, Mayor

ATTEST:

Alison Foulis, City Clerk

CITY OF LARKSPUR
ORDINANCE XX/19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LARKSPUR AMENDING THE LARKSPUR MUNICIPAL CODE BY
ADDING CHAPTER 5.56 "JUST CAUSE EVICTIONS" REQUIRING
CAUSE TO TERMINATE A RESIDENTIAL TENANCY

WHEREAS, approximately 12,400 people permanently reside in the incorporated City of Larkspur, which population is projected to grow by approximately 500 additional residents by 2030, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, 48% percent of the 6,376 housing units in the City of Larkspur are occupied by renters, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, housing overpayment, as defined by the state and federal government, refers to spending more than 30 percent of income on housing; severe overpayment is spending greater than 50 percent of income on housing; and

WHEREAS, in 2011, 56 percent of renters in Larkspur were overpaying for housing, spending more than 30 percent of income on housing, as identified in the Background Report of the 2015-2023 Larkspur Housing Element; and

WHEREAS, if a renter receives an eviction notice in a rental market with a low vacancy rate, it can be very difficult to find new housing and displacement is more likely to occur, and

WHEREAS, as of 2018 the rental vacancy rate in Marin County was below 3%, according to the Marin County Community Development Agency; a healthy rate is closer to 6% to 7%; and

WHEREAS, the 2013, 2015, and 2017 Homeless Point-in-Time Counts each identify the lack of affordable housing as the leading cause of homelessness in Marin County; and

WHEREAS, just cause for eviction policies continue to allow landlords to terminate tenancies and evict tenants based on a tenant's failure to pay rent or illegal activities, a landlord's desire to withdraw the property from the rental market, and other specified reasons, while providing tenants with more stability and security; and

WHEREAS, just cause for eviction policies advance fair housing policy by: increasing transparency and reducing the chance that a termination of tenancy or eviction is motivated by unlawful discrimination or retaliation; specifically protecting existing tenants who are statistically more likely to be members of protected classes than homeowners in Larkspur due to historical housing policies; and

WHEREAS, at the July 10, 2019 City Council Meeting, the Council held a study session on potential renter protection policies to address the issue of rental housing affordability and stability; and

WHEREAS, the City Council finds and determines that regulating the reasons for terminating a tenancy between certain residential landlords and residential tenants will increase certainty and fairness within the residential rental market in Larkspur and thereby serve the public peace, health, safety, and public welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LARKSPUR DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Chapter 5.56 of the Larkspur Municipal Code is hereby added as follows.

**Chapter 5.56
JUST CAUSE EVICTIONS**

Sections:

- 5.56.010 Purpose and intent.
- 5.56.020 Applicability.
- 5.56.030 Definitions.
- 5.56.040 Cause required to terminate tenancy.
- 5.56.050 Notice of Termination.
- 5.56.055 Copy of Notice to City.
- 5.56.060 Extended notice for certain No Fault terminations.
- 5.56.070 Civil remedies.
- 5.56.080 Compliance with other local regulations
- 5.56.090 Severability.

5.56.010 Purpose and intent.

A. It is the purpose and intent of this chapter to increase certainty and fairness in the residential rental market within Larkspur in order to promote the health, safety, and general welfare of residents and property owners within the City. This chapter regulates the reason(s) for and defines certain minimum term(s) under which certain residential tenancies may be terminated by landlords of rental dwelling units located within the City of Larkspur.

5.56.020 Applicability.

A. General Application. Except as provided in Section 5.56.020(b) below, the provisions of this chapter shall apply to all properties in Larkspur that contain at least: (1) dwelling units which contain a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling; (2) dwelling units in single room occupancy residential structures; or (3) units in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Larkspur

Municipal Code, which is hired, rented, or leased to a household within the meaning of California Civil Code section 1940. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.

B. Exceptions. Notwithstanding anything to the contrary above, the provisions of this chapter shall not apply to the following types of dwelling units:

1. Any dwelling unit that is owned or operated by any government agency;
2. Any dwelling unit for which one of the following is true: (a) the rent is limited to no more than affordable rent, as such term is defined in California Health & Safety Code Section 50053, pursuant and subject to legally binding restrictions enforceable against and/or governing such units; or (b) the rent is directly subsidized by a government agency such that the tenant's portion of the rent does not exceed 30% of income.
3. Any dwelling unit occupied by a tenant employed by the landlord for the purpose of security and/or managing the property;
4. Any junior accessory dwelling unit as defined in Larkspur Municipal Code Chapter 18.24; or
5. A room or rooms in a single-family home where the landlord also lives in the home.

5.56.030 Definitions.

For the purpose of this chapter, the following words and phrases shall mean and include:

"City" means the City of Larkspur.

"Director" means the Director of Planning and Building or his or her designee, or another City official designated by the City Manager, unless otherwise specified.

"Dwelling Unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household as defined in California Civil Code section 1940 and the Larkspur Municipal Code.

"For Cause" termination has the meaning provided in subsection (b) of Section 5.56.040.

"Guidelines" means any written regulations, forms, and notices for the administration and implementation of this chapter adopted by the Director, with review by the City Attorney.

"Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any dwelling unit or portion thereof.

"No Fault" termination has the meaning provided in subsection (c) of Section 5.56.040.

"Notice of Termination" means a written notice that includes all of the components identified in Section 5.56.050.

"Primary Residence" means a dwelling unit that an owner occupies as a primary residence, as evidenced by the dwelling unit qualifying for a homeowner's property tax exemption.

"Rent" means the consideration, including any funds, labor, bonus, benefit, or gratuity, demanded or received by a landlord for or in connection with the use and occupancy of a dwelling unit and the housing services provided therewith, or for the assignment of a rental agreement for a dwelling unit.

"Tenant" means a person entitled by written or oral agreement, or by sufferance, to the use or occupancy of a dwelling unit.

"Tenant Household" means all tenant(s) who occupy any individual dwelling unit, and each minor child, dependent, spouse or registered domestic partner of any tenant whose primary residence is the dwelling unit.

5.56.040 Cause required to terminate tenancy.

A. Prerequisites to terminate. No landlord may terminate a residential tenancy of a dwelling unit unless the landlord can demonstrate:

1. Possession of a valid business license, if applicable, in accordance with the Larkspur Municipal Code Title 5; and
2. Compliance with the noticing requirements listed herein; including service of a notice of termination to the tenant and provision of notice to the City in the form required by this chapter; and
3. The landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the dwelling unit beyond the term of the terminated tenancy in compliance with California Civil Code sections 1945, 1946, and 1946.1; and
4. The termination qualifies as a for cause or no fault termination, as defined in this section; and
5. The landlord has complied with the requirements listed in this chapter.

B. For Cause Terminations. If a landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as "for cause." Nothing in this section shall abrogate the protections afforded to survivors of violence consistent with the California Code of Civil Procedure Section 1161.3, as amended, and the Violence Against Women Act, Public Law 102-322, as amended.

1. Failure to Pay Rent. Tenant failed to pay rent within three (3) days of receiving

7.1 ATTACHMENT 3

written notice from the landlord demanding payment as provided in subsection 2 of California Code of Civil Procedure section 1161.

2. Breach of Rental Contract. Tenant violated a material term of the rental agreement as provided in subsection 3 of California Code of Civil Procedure section 1161.

3. Tenant Illegal Activities. Tenant has been convicted for using the dwelling unit for an illegal purpose as provided in subsection 4 of California Code of Civil Procedure section 1161, including but not limited to the unlawful distribution of a controlled substance as contemplated by California Civil Code section 3486, the unlawful use, manufacture, or possession of weapons and ammunition as contemplated by California Civil Code section 3485, or for of a serious crime or violent felony as defined by applicable law, which occurred during the tenancy and within 1,000 feet of the dwelling unit. For purposes of this subsection, tenant household, after receiving a written notice, may cure the violation by removing, and demonstrating such removal, of the offending tenant.

4. Threat of Violent Crime. Any statement made by a tenant, or at his or her request, by his or her agent to any person who is on the property that includes the unit or to the landlord, or his or her agent, threatening the commission of a crime which will result in death or great bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is so unequivocal, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety.

5. Nuisance Behavior. The tenant, after written notice to cease and the passage of a reasonable period of time to abate or cure, continues to be so disorderly or to cause such a nuisance as to destroy the peace, quiet, comfort, or safety of the landlord or other tenants of the structure or rental complex containing the dwelling unit. Such nuisance or disorderly conduct includes violations of state and federal criminal law that destroy the peace, quiet, comfort, or safety of the landlord or other tenants of the structure or rental complex containing the dwelling unit, or the creation or maintenance of a dangerous or unsanitary condition in violation of applicable local, state, and federal law, and may be further defined in the guidelines adopted by the Director or his/her designee.

6. Notwithstanding the limitations of California Code of Civil Procedure Section 1161.3, as amended, an act or acts constituting domestic violence or sexual assault or stalking against the tenant or a member of tenant's household cannot form the substantial basis of a for cause termination of the tenancy of the victim of such acts. A member of a tenant household may raise such facts as an affirmative defense to an action terminating the tenancy.

C. No Fault Terminations. If a landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as "no fault."

1. Landlord Will Permanently Remove Unit from Rental Market. Landlord will

imminently demolish the dwelling unit or otherwise permanently remove the dwelling unit from any residential rental use or purpose, in accordance with California Government Code sections 7060 - 7060.7.

2. Landlord Will Move in to Dwelling Unit. Landlord, or one of landlord's family members, including parents, grandparents, brothers, sisters, aunts, uncles, nieces, nephews, and/or child(ren), intends to move into and reside in the dwelling unit as his, her, or their primary residence. The dwelling unit must be occupied as the primary residence within three months of the tenant household vacating the dwelling unit, and the dwelling unit must continue to be occupied as the primary residence for at least one year.

3. Substantial Rehabilitation for Health and Safety. Landlord has obtained permits to undertake substantial repairs to the dwelling unit that cannot be completed while the dwelling unit is occupied. To qualify, such substantial repairs must be for the primary purpose of bringing the dwelling unit into compliance with applicable law including health and safety codes.

D. Buy-Out Agreements. Nothing in this chapter shall expand or limit a landlord and tenant's ability to negotiate or agree to end a tenancy voluntarily in exchange for money or other consideration.

5.56.050 Notice of Termination.

A. Contents of Notice of Termination. In addition to any information required by state or federal law, each notice of termination subject to this chapter must include the following information.

1. The name and address of the landlord where the landlord will accept service of process; and
2. The location of the dwelling unit; and
3. The total length of the notice prior to termination of tenancy (expressed as number of days from delivery of notice until the anticipated final date of tenancy); and
4. The intended final date of occupancy under the tenancy; and
5. The monthly rent applicable to the tenancy upon delivery of the notice, and, if applicable, the date on which the final monthly rent is due; and
6. The beginning date of the tenancy and monthly rent applicable at that time; and
7. At least one applicable cause for which the tenancy will be terminated, in accordance with Section 5.56.040.

B. Language of Notice of Termination. If the tenant's rental agreement was negotiated in a language other than English, then the landlord shall provide the notice of termination in the language in which the rental agreement was negotiated.

C. Delivery of Notice. Each notice of termination must be delivered to the tenant household in accordance with Civil Code sections 1946 and 1946.1, as applicable.

5.56.055 Copy of Notice to City.

Landlords must provide a copy of the notice of termination to the City of Larkspur Attn: Director of Planning and Building within ten (10) days of delivery to the tenant(s). In the event that the landlord has identified a breach of a rental contract as a cause for the termination as provided in Section 5.56.040(b), the landlord must attach a copy of the applicable rental agreement or contract to the notice of termination when submitting the notice of termination to the City. Notices of termination may be submitted as specified in the Guidelines.

5.56.060 Extended notice for certain No Fault terminations.

Each tenant household whose tenancy is terminated pursuant to subsection (c)(1) of Section 5.56.040 (landlord will permanently remove unit from rental market) must receive notice of the termination at least one hundred twenty (120) days prior to the intended final date of occupancy under the tenancy.

5.56.070 Civil remedies.

A. Affirmative Defense. A landlord's failure to comply with this chapter, including but not limited to the identification of an applicable cause for termination described in Section 5.56.040 and delivery of a completed notice of termination in accordance with Section 5.56.050, shall be an affirmative defense to an unlawful detainer action by landlord.

B. Civil Liability. Whenever a landlord attempts to prevent a tenant from acquiring any rights under this chapter, retaliates against a tenant or tenant household for the exercise of any rights under this chapter, or engages in activities prohibited under this chapter, the tenant or tenant household, may institute a civil proceeding for money damages or injunctive relief, or both. This section creates a private right of action to enforce all terms, rights, and obligations under this chapter. Whoever is found to have violated this chapter shall be subject to appropriate injunctive relief and shall be liable for damages, costs and reasonable attorneys' fees, and whatever other relief the court deems appropriate. In the case of an award of damages, said award may be trebled if the trier of fact finds that the landlord acted in knowing violation, reckless disregard, or otherwise willfully failed to comply with this chapter.

C. Civil Action to Determine Liability. Any tenant may bring a civil action to determine the applicability of this chapter to the tenancy.

D. Other Private Rights of Action. Nothing herein shall be deemed to interfere with the right of a landlord to file an action against a tenant or non-tenant third party for the damage done to said landlord's property. Nothing herein is intended to limit the damages recoverable by any party through a private action.

5.56.080 Compliance with other local regulations

The requirements of this chapter shall be in addition to and not in lieu of any other

applicable laws and regulations.

5.56.090 Severability.

The provisions of this chapter are declared to be severable. If for any reason, any section, paragraph, clause, or phrase of this chapter or the application thereof to any person, entity, or circumstance is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, clauses or phrases.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 4. CEQA. This Ordinance is exempt from the California Environmental Quality Act ("CEQA") under California Code of Regulations, Title 14, Section 15061(b)(3) because it can be seen with certainty that there is no possibility that its adoption will have a significant adverse effect on the environment.

SECTION 5. Effective date. This Ordinance shall go into effect thirty (30) days from its adoption shall be posted or published as required by State law.

IT IS HEREBY CERTIFIED that the foregoing ordinance was duly introduced at a regular meeting of the Larkspur City Council held on September 4, 2019 and thereafter passed and adopted by the Larkspur City Council on September 18, 2019 by the following vote, to wit:

- AYES: COUNCILMEMBER:
- NOES: COUNCILMEMBER:
- ABSENT: COUNCILMEMBER:
- ABSTAIN: COUNCILMEMBER:

Ann Morrison, Mayor

ATTEST:

Alison Foulis, City Clerk