

Board Member Comments- Olivera

From: [Evelyn Olivera](#)
To: [Heusler, Kerri](#)
Cc: [Anderson, Kimberly](#)
Subject: RRO & TRO Feedback
Date: Tuesday, November 7, 2023 4:54:26 PM

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My first shot out the gate for feedback and I'm not entirely sure of my limitations, but I will just put it out there.

Ultimately, I hope the City focuses on some realistic conditions for a new ordinance fitting for the times and challenges all humans are experiencing.

Given the state still reflects a 9.2% maximum, there will probably be considerable resistance:

1. 3% Increases / 12 months + CPI not to exceed 7% (still excessive and unsustainable in the long run)
2. Tenancy longevity recognition - scale basis for tenants in good standing starting after a 3-year period of tenancy
3. Discounted rent increases: Income based for older renters on fixed incomes.
4. Make the Rent Review Board "Binding" to some effect
5. Increase RRB Outreach.
6. Renovations: Current tenant first right of refusal for replacement after renovations.
7. Track / Proof for Landlord or family occupancy when displacement of current tenant.

Please let me know if I missed the mark of what we should be providing to staff.

Thank you for your time and guidance.

Always,

Evelyn R. Olivera

**Board Member Comments-
Chair Silva**

From: [eden realty](#)
To: [Liao, Tom](#); [Heusler, Kerri](#); [Anderson, Kimberly](#); [Mog, Alex](#)
Cc: [González, Juan](#); [Ballew, Pete](#); [Bowen, Xouhoa](#); [Simon, Fred](#); [Azevedo, Bryan](#); [Aguilar Jr, Victor](#); [Reynes, Celina](#); [Robustelli, Fran](#); [Pio Roda, Richard](#); [Clancy, Kelly](#)
Subject: my rent review board member comments on the current state of tenant protections in san leandro
Date: Tuesday, November 7, 2023 8:55:32 AM
Attachments: [SKMBT_C36023110708291.pdf](#)
[SKMBT_C36023110709080.pdf](#)
[2023-09-22 Memo for President Miley from CAA - Final \(2\).pdf](#)
[SKMBT_C36023110709180.pdf](#)

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g'day everyone

Madame city clerk...please submit my comments with the attachments to the rules committee for the 11-9-23 rules committee meeting and to the rent review board for our 11-28-23 meeting

mayor gonzales and members of the city council and staff

as per asst city atty alex mog's request at the 10-24-23 rent review board (rrb) meeting that all rrb members submit written comments on the current state of tenant protections in san leandro

please consider this email and all of the attachments as my submittal

in brief never in my 33 year career including 19 years as chairman of the rrb as an active participant in san leandro city/rental housing provider discussions have i witnessed such a massive failure by the community development department and director tom liao to do their due diligence on multiple fronts in their current efforts to promote additional tenant protections in san leandro

attached please find the following

the attachment ending in 8291 is my four page comments on the current state of rental housing protection discussions

the following attachments are all reference material for my comments

the attachment ending in 9080 is the CAA comprehensive q/a publication on ab 1482 cailifornia's rent cap and just cause law

the attachment titled 2023-09-22 is caa senior local vice presidents rhovy lynn antonio's memo to alameda county supervisor miley concerning the vast suite of existing tenant protections for all tenants in california

the attachment ending in 9180 is the 10-24-23 email from director liao's email to the rental housing provider coalition working group and his consultant MIG concerning MIG's and his departments processing of comments for the city councils consideration

once you have reviewed the sum of the serious substantial and well document concerns contained therein please note on page four my proposed solution and path forward for the rules committee and city council to consider

in closing thank you for the opportunity to submit my comments on the current state of tenant protections
in san leandro

i look forward to our future discussions

onward together

tom silva

Thomas R. Silva CPM
Eden Realty / Eden Rehab Corp.





CALIFORNIA APARTMENT ASSOCIATION

Industry Insights

California's Rent Cap and Just Cause Law (AB 1482)

Questions and Answers

California's rent cap and just cause law (AB 1482) took effect on January 1, 2020. With some exceptions outlined below, it applies to most residential rental properties in California. AB 1482 has two parts: (1) rent caps and (2) just cause. With respect to rent caps, AB 1482 prohibits landlords from increasing rent by more than 5 percent plus "the percentage change in the cost of living" (CPI) over any 12-month period. With respect to "just cause," once the resident or residents have lived in the unit for a specified time, the landlord is prohibited from terminating a month-to-month tenancy or choosing not to renew a fixed term lease unless a specific reason (just cause) is given for the termination.

AB 1482 does not apply to certain properties, including (1) most single-family homes and condominiums (if notice of the exemption is provided in the rental agreement), (2) housing built within the last 15 years, and (3) most properties subject to local rent control and just cause eviction ordinance.

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Enforcement

Applicability and Exemptions

Applicability and Exemptions: Generally [\[back to top\]](#)

1. Does AB 1482 apply to my property?

AB 1482 applies to most residential rental properties in California that are not already regulated by a local rent control or just cause ordinance. It does provide a number of exemptions from its provisions. You can use the link provided below to determine whether the rent caps and/or just cause provisions of AB 1482 apply to your property:

www.caanet.org/ab1482/

The following properties are exempt from both rent caps and just cause under AB 1482:

- **“New construction”**: Housing issued a certificate of occupancy within the last 15 years.
- **“Separately Alienable Property”**: Non-corporate single-family homes/condos (residential real property that is alienable separate from the title to any other dwelling unit) IF (1) the owner is not a real estate investment trust, a corporation, or a limited liability company in which at least one member is a corporation AND (2) the owner provides the resident with a written notice of the exemption, as outlined below.
- **Owner-occupied duplexes**: A property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.
- **“Affordable housing”**: Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

The following properties are also exempt from the just cause provisions of AB 1482:

- **Shared Facilities**: Accommodations in which the resident shares bathroom or kitchen facilities with the owner.
- **Non-Duplex Owner-Occupied Properties**: Single-family owner-occupied residences, including a residence in which the owner occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or junior accessory dwelling unit.



Type of Property	Covered by CA Rent Control ⁱ	Covered by CA Just Cause	Exempt from State Law
Built within Last 15 years (any type)			X
Affordable Housing (any type of property, see definitionⁱⁱ)			X
Single-Family Home or Condoⁱⁱⁱ			
Owned by REIT, Corporation or LLC with corporation as member	X	X	
Other ownership			X (if notice provided to residents)
Two Units on a Parcel (Duplex, SFH and ADU, etc)			
One unit occupied by the owner			Exempt from just cause, some units exempt from rent control. ^{iv}
Neither unit occupied by the owner	X	X	
Three Units or More, not affordable, not built within last 15 years			
	X	X	

2. Does AB 1482 apply to a triplex or 4-plex owned by individuals or LLCs with no corporate members?

AB 1482 generally applies to triplexes or 4-plexes, regardless of the manner in which they are owned, unless they qualify for the “affordable housing” exemption (see “Applicability and Exemptions – Affordable Housing” below) or were built within the last 15 years (see “Applicability and Exemptions – New Construction” below).

3. Does AB 1482 apply to accessory dwelling units?

The rent cap provisions of AB 1482 generally apply to accessory dwelling units unless they qualify for the “affordable housing” exemption (see “Applicability and Exemptions – Affordable Housing” below) or were built within the last 15 years (see “Applicability and Exemptions – New Construction” below). The just cause provisions of AB 1482 also apply to accessory dwelling units unless they:

- (A) Qualify for the “affordable housing” exemption (see “Applicability and Exemptions – Affordable Housing” below) or
- (B) Were built within the last 15 years (see “Applicability and Exemptions – New Construction” below) or
- (C) Are on a lot with a single-family residence that is occupied by the owner.

4. Do I have to do anything if my property is exempt?

If the property qualifies for the “separately alienable” single family home/condo exemption, a notice **must** be provided to the resident. See “Applicability and Exemptions: Separately Alienable (Single-Family Homes/Condos)” below.



No disclosure of any other exemption is required.

If the property is exempt as “new construction,” but the 15-year exemption will expire soon, a disclosure can be provided in anticipation of the property becoming covered by AB 1482. CAA’s Notice of AB 1482 Addendum ([Form CA-097](#)) allows you to provide the AB 1482 disclosure effective the date your exemption will expire. This can be useful if the exemption is expected to expire during a tenancy.

Applicability and Exemptions: Separately Alienable (Single-Family Homes/Condos) [\[back to top\]](#)

1. What does “Separately Alienable” mean?

A separately alienable dwelling is one that can be sold separately from any other dwelling. For example, if there is an apartment over the garage on the same lot as a single-family home, then the home is not “alienable separate from the title to any other dwelling unit” because it cannot be sold separately, and the single-family home will not be exempt from AB 1482.

2. Are all separately alienable units exempt from AB 1482?

No. A separately alienable unit that is owned by a real estate investment trust, a corporation, or a limited liability company that includes a corporation as a member is subject to AB 1482 unless it qualifies for a different exemption.

3. What disclosure do I have to provide if my property qualifies for this exemption?

Properties that are exempt because they are “non-corporate single-family homes/condos” only get the benefit of that exemption if they provide written notice of the exemption to their residents using the following statement:

“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12(d)(5) and 1946.2(e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

For a tenancy that exists before July 1, 2020, the notice should be provided as soon as possible. If the tenancy starts or renews on or after July 1, 2020, the notice must be provided in the rental agreement. CAA has created the following forms to allow landlords of these properties to provide the proper notice to new and existing residents:

- [CA-154 – Notice of Change of Terms of Tenancy \(AB 1482 Separately Alienable Exemption\)](#)
- [CA-096 – Exemption from AB 1482 Addendum](#)
- [CA-041 – Lease Agreement](#)
- [CA-043 – Renewal Lease Agreement](#)
- [CA-040 – Rental Agreement Month-to-Month](#)
- [CA-042 – Renewal Rental Agreement Month-to-Month](#)



4. What if my property qualifies for both this exemption and the exemption for new construction? Do I need to provide a disclosure that it is a single-family home not owned by a corporation now?

If the property was issued a certificate of occupancy within the last 15 years and the property qualifies for the separately alienable exemption described above, CAA recommends that the landlord provide the separately alienable exemption now because this exemption is permanent and will not expire even when the certificate of occupancy reaches 15 years of age.

5. I rent out a single-family home that is owned under a family trust. Is that home covered by AB 1482?

No, single-family homes are exempt from AB 1482, unless they are owned by a real estate investment trust, a corporation or an LLC that includes a corporation as a member. Properties owned by a family trust are exempt. Remember though, AB 1482 requires a specific notice to be provided to residents in exempt single-family homes, letting them know that the property is exempt from rent control and just cause eviction protections.

6. My family created an LLC to operate our single-family home rentals. Are the properties exempt from AB 1482?

The exemption for separately alienable single-family homes does not apply if the property is owned by an LLC that has a corporation as a member. As long as the members of your family's LLC are all real people, rather than corporations, the single-family homes will be exempt.

7. I rent out a single-family home that was built over 15 years ago. I am thinking of adding an accessory dwelling unit to that property and renting out that unit as well. Will AB 1482 apply to either the home or the accessory dwelling unit?

AB 1482 exempts "residential real property that is alienable separate from the title to any other dwelling unit" provided that a notice is provided to the residents and the owner is not a real estate investment trust, a corporation, or an LLC that includes a corporation as a member. Adding an accessory dwelling unit to the property on which the single-family home is situated likely takes the home out of the "separately alienable" category. Thus, the home may no longer qualify for that exemption from AB 1482. If the new accessory dwelling unit receives its own certificate of occupancy, it may temporarily qualify for the 15-year rolling exemption for new construction.

Applicability and Exemptions: Properties with Two Units [\[back to top\]](#)

1. Are all properties with two units on a parcel exempt?

No. The exemptions depend on the type of units and whether one is owner-occupied. If neither unit is owner-occupied, the property is not exempt.

An owner-occupied "duplex" is exempt from both AB 1482's rent caps and just cause provisions. "Duplex" is defined as a property containing two separate dwelling units within a single structure in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

Single-family owner-occupied residences, including a residence in which the owner occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or junior accessory dwelling unit are exempt only from AB 1482's just cause provisions.



2. Who is considered an owner for the purpose of the “owner-occupied” duplex exemption?

The definition of “owner” comes from state law known as the Costa-Hawkins Act. Under that act, the term owner “includes 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 the owner of a mobilehome or his or her agent.”

Any natural person listed on the title is likely to be considered an “owner” occupant for the purpose of this exemption. Please consult with an attorney regarding other types of ownership.

3. If the owner moves into one side of a duplex, where the other is already occupied by a resident, does that make the duplex exempt from rent control and just cause under AB 1482?

No. A duplex is only exempt if one side is owner-occupied “at the beginning of the tenancy.” If the owner moves into a unit after a resident is already in place in the other unit, the duplex is not exempt. If the resident-occupied unit is vacated and a new resident moves in, the duplex would be exempt because the owner moved in before the resident. That exemption will continue to apply provided that the owner maintains occupancy as their principal place of residence.

Applicability and Exemptions: New Construction [\[back to top\]](#)

1. How do I determine the age of my property to qualify for the “New Construction” exemption?

AB 1482 does not apply to housing built within the last 15 years. To determine the age of your property for purposes of this exemption, you will need to look at when its certificate of occupancy was issued. Landlords who suspect their property may qualify for this exemption but who do not have a copy of their certificate occupancy should contact their local housing or building department to obtain a copy.

It is important to remember that this exemption for new construction is a rolling exemption. This means that on January 1, 2020, housing built on or after January 1, 2005, is exempt. On January 1, 2025, housing built on or after January 1, 2010 will be exempt. A property becomes subject to AB 1482 on the day its certificate of occupancy becomes 15 years old.

2. The certificate occupancy for my 6-unit property was issued in August 2006. Is it exempt from AB 1482?

Yes, and no. AB 1482’s 15-year exemption is a rolling exemption. You need to find the specific date in August 2006 on your certificate of occupancy. Let’s say it is August 19, 2006. Your property is exempt until it reaches 15 years of age, so in this instance until August 19, 2021. On August 19, 2021, your property will no longer be exempt. Basically, you have a couple years to get ready to deal with AB 1482.

3. My property consists of several units and was built over the course of many years, so the certificates of occupancy are staggered over a few years. Which certificate of occupancy date applies for purposes of the new construction exemption under AB 1482?

A landlord must evaluate each rental unit separately to determine whether each unit is subject to AB 1482. Consider, for example, a property that consists of 4 units, 2 of which have a certificate of occupancy that was issued on June 1, 1999, the other 2 of which have a certificate of occupancy that was issued on October 1, 2008. The units with the June 1, 1999, certificate of occupancy date are subject to AB 1482 on January 1, 2020, unless they qualify for a different exemption. The units with the certificate of occupancy date of October 1, 2008, will become subject to AB 1482 on October 1, 2023, unless they qualify for a different exemption.



4. Are accessory dwelling units added to an existing property exempt if they were built in 2010 even though the original 4-unit property was built in 1970?

Yes, the accessory dwelling units that were added to the property and have a certificate of occupancy issued in 2010 are exempt from AB 1482 until that certificate of occupancy reaches 15 years of age (i.e., 2025), unless they qualify for another exemption. The original 4-unit property built in 1970 is subject to AB 1482 unless any of those units qualify for another exemption, such as the affordable housing exemption.

5. More than one certificate of occupancy has been issued for one of my rental units, which one is effective for determining if I am exempt?

The text of AB 1482 does not address this question. However, case law interpreting the Costa-Hawkins Rental Housing Act – which includes a similar “new construction” exemption from local rental control laws – has held that the operative certificate of occupancy for exemption purposes is the certificate of occupancy issued *prior to residential use of the unit*. In other words, in most circumstances the first certificate of occupancy should be used to determine whether a unit is exempt. However, in circumstances where a property is renovated to add or subtract one or more units within the confines of one or more existing residential units, it’s unclear how this requirement would apply. See the following examples:

Example #1 Converted Warehouse

- The first certificate of occupancy was issued for a commercial warehouse in 1946.
- The warehouse was subsequently renovated into loft apartments and issued a certificate of occupancy for the residential use in 2016.
- The 2016 certificate of occupancy would likely be controlling for purposes of determining exemption from AB 1482 because it is the certificate of occupancy issued prior residential use.

Example #2 Bathroom Renovation

- A duplex was constructed and issued a certificate of occupancy in 1980.
- In 2016, the duplex was renovated to add a second bathroom to each unit and a new certificate of occupancy was issued after the work was completed.
- The 1980 certificate of occupancy would likely be controlling for purposes of determining exemption from AB 1482 because it is the certificate of occupancy issued prior residential use. The bathroom renovation did not alter the residential nature of the building and thus likely would not control.

Example #3 Subdivided Mansion

- A large mansion has a first certificate of occupancy dated 1978.
- In 2016, the mansion was substantially renovated to now consist of multiple apartment units and a new certificate of occupancy was issued.
- It’s unclear in this situation which certificate of occupancy will be effective for determining exemption from AB 1482. While the 1978 certificate of occupancy was issued prior to residential use, the 2016 certificate of occupancy should arguably control because new residential units were created and thereby altered the residential use of the property. In such a situation, CAA recommends seeking legal advice from an attorney about whether some or all of the units are exempt.



1. How does AB 1482 apply in cities or counties that already have rent control?

AB 1482's rent cap provisions do not apply to a property that is subject to a local rent control ordinance that imposes a lower rent cap. Most local rent control ordinances in place today impose a lower cap than AB 1482, so properties subject to those ordinances will continue to be covered by those ordinances and will not be subject to the AB 1482 rent cap. For more information on cities and counties with rent control, see CAA's [Local Rent Control Chart](#).

For example, a 10-unit building in San Francisco built in 1940 is regulated by the local rent ordinance. San Francisco allows an increase of 60 percent of CPI per year, which is lower than AB 1482's rent cap of 5 percent + CPI. This property would remain subject to the rent cap in the local ordinance because it is lower than the rent cap in AB 1482.

However, in a city that already has rent control, AB 1482 extends rent caps to some housing that is not covered under the existing local ordinance. For example, a single-family home owned by a corporation built in 1940 and a 100-unit multi-family property built in 2002 are both exempt from San Francisco's ordinance. Both of these properties will be subject to the rent cap under AB 1482.

For properties located in the City of Sacramento, which currently imposes the same rent cap, we recommend reviewing CAA's Industry Insight, "[Sacramento Tenant Protection and Relief Act: Questions and Answers](#)."

2. Some local rent control ordinances have rent caps based on CPI or a percentage of CPI. Do those local ordinances use the same CPI as AB 1482?

Most likely no. The consumer price index is a measurement of the average change over time in the prices paid by urban consumers for consumer goods and services. AB 1482 uses the CPI issued by the United States Bureau of Labor Statistics (BLS) for 4 metropolitan areas in California (Los Angeles, San Francisco, Riverside, and San Diego). In areas outside those 4 metropolitan areas, AB 1482 uses the California Consumer Price Index issued by the California Department of Industrial Relations (which is a weighted average of the BLS data for the 4 regions). AB 1482 uses the CPI from April of each year, for rent increases to take effect the August thereafter. If a CPI is not available for April, March can be used.

Local ordinances also refer to the data issued by BLS but may use a different date, require rounding to certain decimal place, require using a particular formula to determine the local cap, or require a local official to declare what the cap is based on this data.

3. How does AB 1482 apply in cities or counties that already have just cause requirements in place?

AB 1482's just cause provisions do not apply to a property that is subject to a local just cause ordinance enacted prior to September 1, 2019. A later-enacted just cause ordinance will only apply if it is more protective than AB 1482 and the local government makes certain findings. Properties subject to those local just cause ordinances will remain subject to them. For more information on cities and counties with just cause requirements, see [CAA's Industry Insight "Just Cause Eviction – Local Eviction Control Measures."](#)

4. How does AB 1482 apply in cities or counties that do not impose rent control but do require rent review?

The rent cap provisions of AB 1482 do not apply to "housing subject to rent or price control ... that restricts annual increases in the rental rate to an amount less than that provided" in AB 1482. A property subject only to a local ordinance that imposes a rent review program likely does not qualify for this exemption since the rent review program does not necessarily restrict annual increases in rent. Those properties



will need to comply with both the local rent review ordinance and AB 1482 (unless they fall into a different exemption from AB 1482).

5. How does AB 1482 apply in cities or counties that do not impose just cause eviction requirements per se but do impose a right to lease?

The just cause provisions of AB 1482 do not apply to a property subject to a local ordinance “requiring just cause for termination of a residential tenancy” adopted on or before September 1, 2019 (or adopted thereafter if the ordinance is more protective than AB 1482). If a local ordinance does not prohibit “no cause” evictions but requires the owner to offer an initial or renewal fixed term lease, a landlord subject to that ordinance and AB 1482 would likely need to comply with both the ordinance and AB 1482.

6. How does AB 1482 apply in cities or counties that do not impose just cause eviction requirements but do require a relocation payment for certain tenancy terminations?

If a local ordinance does not prohibit “no cause” evictions but requires the owner to make a relocation payment for certain terminations, that type of ordinance most likely would not control over the just cause provisions of AB 1482. A landlord with a property subject to such an ordinance would need to comply with that ordinance and also comply with AB 1482’s just cause provisions (unless the property falls within a different exemption from AB 1482). Thus, if the local ordinance requires a relocation payment of 4-months’ rent for certain terminations, the landlord would likely need to comply with that requirement on top of the requirements of AB 1482 (except that the one-month relocation assistance or rent waiver required by AB 1482 would be credited toward the 4-month local relocation assistance requirement).

Applicability and Exemptions: Affordable Housing [\[back to top\]](#)

1. What types of units are eligible for the “affordable housing” exemption under AB 1482?

Both the rent cap and just cause provisions of AB 1482 do not apply to “housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.” CAA recommends that members who suspect a unit may be eligible for this exemption work with their attorneys to confirm that eligibility.

2. Are units rented to residents with a Section 8 Housing Choice Voucher exempt from AB 1482?

According to the plain reading of the statute, it appears that units rented to residents with a Section 8 Housing Choice Voucher should be exempt. However, as discussed in more detail below, that is not how the law has been interpreted by the Attorney General.

AB 1482 exempts from both its rent cap and just cause provisions certain types of affordable housing. Included in the definition of affordable housing is housing “subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.”

The Section 8 program provides housing subsidies pursuant to an agreement with a government agency, and the program is restricted to low-income families and individuals. Thus, it appears units rented to Section 8 residents should be exempt from AB 1482’s rent cap and just cause provisions for so long as the Section 8 resident continues to reside in the unit and be assisted under the program.



The Legislative Counsel Bureau has provided CAA an oral opinion that units rented to Section 8 recipients are exempt from AB 1482. However, because Legislative Counsel opinions are not legally binding it is possible a court could conclude differently if the issue was litigated.

In spite of this, in June 2023, the Attorney General of the State of California sent [a letter](#) to local Housing Authority offices across the state “confirming” that AB 1482 “applies to recipients of Section 8 Housing Choice Vouchers” and requesting their assistance “in ensuring that landlords participating in the Section 8 program do not impose unlawful rent increases on their tenants.” Although the letter from the Attorney General is not a formal Attorney General opinion and is not legally binding on courts, it is possible that the state courts will give the letter significant weight if the issue was litigated. Moreover, the Attorney General’s office has taken enforcement actions against property owners for failure to comply with AB 1482 in other contexts and thus it is possible it could choose to do so on this issue as well. For these reasons, CAA recommends the more conservative approach of treating units rented to residents with a Section 8 Housing Choice Voucher as being subject to AB 1482’s rent cap and just cause provisions. CAA strongly urges members to consult with attorneys experienced in landlord-tenant issues if they are considering treating units rented to Section 8 residents as exempt from AB 1482.

While it is not currently clear whether units rented to Section 8 residents are subject to or exempt from AB 1482, it is clear that they are still subject to Section 8 regulations. Section 8 regulations require rent increases to be approved by the local housing authority and restrict both the reasons and procedures for terminations of tenancy. For more information, see CAA’s [Industry Insight – Overview of the Section 8 Housing Choice Voucher Program](#).

Mandatory Disclosures/Lease Provisions

Mandatory Disclosures/Lease Provisions: Exempt Properties [\[back to top\]](#)

1. Do I need to do anything if my single-family home rental is exempt from the rent cap or just cause provisions of AB 1482?

Yes. Properties that are exempt because they are “non-corporate single-family homes/condos” only get the benefit of that exemption if they provide written notice of the exemption to their residents using the following statement:

“This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12(d)(5) and 1946.2(e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”

For a tenancy that existed before July 1, 2020, the notice should be provided as soon as possible. If the tenancy starts or renews on or after July 1, 2020, the notice must be provided in the rental agreement. CAA has created the following forms to allow landlords of these properties to provide the required notice:

- [CA-154 – Notice of Change of Terms of Tenancy \(AB 1482 Separately Alienable Exemption\)](#)
- [CA-096 – Exemption from AB 1482 Addendum](#)
- [CA-041 – Lease Agreement](#)
- [CA-043 – Renewal Lease Agreement](#)
- [CA-040 – Rental Agreement Month-to-Month](#)
- [CA-042 – Renewal Rental Agreement Month-to-Month](#)



2. How do I prove that I provided the notice of exemption from AB 1482 for separately alienable units?

For a tenancy that starts or renews on or after July 1, 2020, the notice needs to be provided in the rental agreement itself – this can be achieved by using the CAA lease or rental agreements ([Form CA-041](#) or [Form CA-040](#)), the CAA renewal lease or renewal rental agreements ([Form CA-043](#) or [Form CA-042](#)), or the Exemption from AB 1482 Addendum with a non-CAA lease or rental agreement ([Form CA-096](#)). Landlords should keep the signed original and provide copies to the parties that signed.

3. Do I need to provide a disclosure that my property is exempt because it is less than 15 years old?

No. Disclosure of the new construction exemption is not required. If the 15-year exemption will expire soon, a disclosure can be provided in anticipation of the property becoming covered by AB 1482. CAA's Notice of AB 1482 Addendum ([Form CA-097](#)) allows you to provide the AB 1482 disclosure effective the date your exemption will expire. This can be useful if the exemption is expected to expire during a tenancy.

Mandatory Disclosures/Lease Provisions: Non-Exempt Properties [\[back to top\]](#)

1. If my property is subject to the rent cap and/or just cause provisions of AB 1482, do I need to tell existing or new residents anything?

Yes. Properties subject to the just cause provisions of AB 1482 must provide a written notice to the resident that contains the following language in no less than 12-point type:

“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 residents have continuously and lawfully occupied the property for 12 months or more or at least one of the residents 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.”

For a tenancy that exists before July 1, 2020, this notice must be provided to the resident no later than August 1, 2020, by written notice or as an addendum to the lease agreement. For a tenancy that starts or renews on or after July 1, 2020, the notice must be provided either as an addendum to the rental or lease agreement, or as a written notice signed by the resident, with a copy provided to the resident. CAA has created a Notice of AB 1482 Addendum ([Form CA-097](#)) to allow landlords to provide the proper notice to new and existing residents:

2. Our current leases are formatted in 11-point font. If we add the required disclosure to our lease, can we have just the disclosure be in 12-point font type?

Yes, only the disclosure about rent caps and just cause needs to be in 12-point type. The rest of the lease does not need to be in that font size.



Rent Caps

Rent Caps: Generally [\[back to top\]](#)

1. What is the cap on rent increases?

AB 1482 prohibits a landlord from increasing the rent, in any 12-month period, by more than 5 percent plus the regional percentage change in the cost of living (CPI), or 10 percent, whichever is lower, of the lowest “gross rental rate” charged for the unit during the 12 months before the effective date of the increase.

However, properties subject to the anti-price gouging law may be subject to additional limits. See more information below.

2. If I decide to increase the rent by less than 5 percent plus CPI, can I bank the remaining increase for use in future years?

No. AB 1482 does not allow banking unused rent increases for use in subsequent years.

3. My resident pays well below market rent. Does AB 1482 allow me to get the rents up to market?

No. AB 1482 does not contain provisions allowing below market rents to come up to market level, except upon tenancy turnover (AB 1482 allows a landlord to establish the initial rental rate “for a new tenancy in which no resident from the prior tenancy remains in lawful possession of the residential real property”).

Rent Caps: CPI [\[back to top\]](#)

1. How do I calculate 5 percent plus CPI for my property?

Under AB 1482, CPI is defined to mean the percentage change for the metropolitan area in which the residential real property is located, as published by the United States Bureau of Labor Statistics. The metropolitan area indexes to be used are as follows, “(i) The CPI-U for the Los Angeles-Long Beach-Anaheim metropolitan area covering the Counties of Los Angeles and Orange. (ii) The CPI-U for the Riverside-San Bernardo-Ontario metropolitan area covering the Counties of Riverside and San Bernardino. (iii) The CPI-U for the San Diego-Carlsbad metropolitan area covering the County of San Diego. (iv) The CPI-U for the San Francisco-Oakland-Hayward metropolitan area covering the Counties of Alameda, Contra Costa, Marin, San Francisco, and San Mateo. (v) Any successor metropolitan area index to any of the indexes listed in clauses (i) to (iv), inclusive.”

If the United States Bureau of Labor Statistics does not publish a CPI-U for the metropolitan area in which the property is located, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, applies.

Beginning August 31, 2020, for rent increases that take effect before August 1 of any calendar year, AB 1482 uses the data issued by the United States Bureau of Labor Statistics for the CPI published in April of the prior year. If the April number is not available for the geographic area, use the CPI published in March of the prior calendar year. For example, a rent increase that takes effect July 1, 2021, would be based on the April 2020 CPI figure.

For rent increases that take effect on or after August 1 of any calendar year, the CPI published in April of that calendar year must be used. If there is not a CPI amount published in April for the geographic area, use the CPI published in March of that calendar year. For example, a rent increase that takes effect September 1, 2021, would be based on the April 2021 CPI figure.

The CPI percentage must be rounded to the nearest 1/10th of a percent.



To find out the current CPI based on the county in which your property is located in, go to CAA's website and use the "Find your CPI" tool in this link: www.caanet.org/ab1482/.

2. Will the CPI I need to use to calculate rent increases change regularly?

The CPI you will need to know to calculate allowable rent increases will change every year. The CPI you must use will depend on when the rent increase will take effect, whether before , or on or after August first of any calendar year.

3. I went on the CAA website and got one amount, but then I went to the Bureau of Labor Statistics Website I got another amount for the CPI. How does CAA calculate the CPI on www.caanet.org/ab1482/? How did it come up with a percentage that is different than the BLS numbers? Which number is correct?

The CPI you must use is very specifically defined in AB 1482 as the Consumer Price Index for All Urban Consumers for All Items (CPI-U) for the metropolitan area in which the property is located. If the BLS does not publish a CPI-U for the metropolitan area in which the property is located, the California Consumer Price Index for All Urban Consumers for all items, as determined by the Department of Industrial Relations, shall apply.

Therefore, if there is a BLS metropolitan area index for the location of your property, the CPI for that metropolitan area index will apply. There are only a few metropolitan area indexes in California (Riverside, San Diego, Los Angeles, and San Francisco). If your property is outside of a metropolitan area index, then you must use the California CPI as determined by the California Department of Industrial Relations. The CPI percentage must be rounded to the nearest 1/10th of a percent.

Rent Caps: Defining "Rent" and "Gross Rental Rate" [\[back to top\]](#)

1. The cap on rent in AB 1482 is calculated based on the lowest "gross rental rate." What is the "gross rental rate"?

AB 1482 does not expressly define the term "gross rental rate." It does specify that "any rent discounts, incentives, concessions, or credits" offered by the owner and accepted by the resident are excluded from gross rent for purposes of calculating rent caps. The landlord must separately list and identify these discounts, incentives, or concessions, and the gross per-month rental rate. CAA recommends that landlords work with their attorneys to develop that language.

2. What is considered "rent"? Does it include utilities, pet fees, storage, fees, parking fees, etc.?

Many local rent control ordinances define rent to include or exclude certain charges, such as utilities paid to the landlord, parking, housing services etc. AB 1482 does not define the term "rent". Some rent control ordinances also specifically prohibit the use of ratio utility billing systems (RUBS) (a calculation used when the property is mastered metered and no individual meters are attached to each unit) but AB 1482 does not contain this type of provision specifically prohibiting RUBS.

CAA recommends that its members consult with their attorneys to review all charges imposed on residents to determine whether those charges are subject to the rent cap under AB 1482 and can be used as part of the base "rent" used to calculate future increases.



3. Can a landlord charge a “month-to-month fee” for residents who select a month-to-month agreement instead of fixed-term lease or a fee for short-term leases?

A landlord can still have different rates depending on the type of tenancy, i.e. fixed term or periodic. It is preferable if those different rates are built into the agreement rather than charged as additional fees. The use of “fees” can make determining what constitutes “rent” much more complicated and can create additional complication when trying to evict for nonpayment of rent.

Also, because AB 1482 imposes just cause after the resident has lived in the unit for a specified time, leases and month-to-month contracts are not as relevant for the landlord. The reality in rent control jurisdictions is that landlords are generally content with month-to-month agreements because they want it to be easy for the resident to leave, creating a voluntary vacancy.

Rent Caps: Roll Back [\[back to top\]](#)

1. Do I need to roll back rent on January 1, 2020?

AB 1482 requires landlords to reset rents back to the rent in effect on March 15, 2019, (plus the allowed increase of 5 percent + CPI), so that any large rent increases taken in anticipation of statewide rent control do not remain in effect. While this may result in a rent decrease for some residents effective January 1, 2020, it does not require the landlord to pay back “excess” rent that was paid during 2019. [Form CA-156 Notice of Rent Rollback](#) can be used to provide notice of a rent rollback required by AB 1482.

2. If a new tenancy began on April 1, 2019, and we increased the rent effective November 1, 2019, by 10 percent, is a rollback required on January 1, 2020?

The safest approach in that case is to roll back the rent to the rent in effect on April 1, 2019, plus the increase allowed by AB 1482 (5 percent plus CPI).

3. If I need to roll back rent on January 1, 2020, can I treat that roll back as a “discount” in rent under the language in AB 1482 that refers to rent discounts or does the reduced rent become the new base rent for future rent increases?

The reduced rent due the rollback required under AB 1482 should be treated as the new base rent for future rent increases.

4. Is rollback required on January 1, 2020, if the residents are on a fixed term lease? I thought the rent could not be changed during a fixed term lease?

This will depend on the timing of the lease and the renewal. For instance, let’s say a landlord renewed a one-year lease effective March 1, 2019, for a property in the City of San Diego and that renewal included a 12 percent rent increase from the rent that was in effect during the previous lease. The rollback provision in AB 1482 applies only if rent was increased by more than 5 percent plus CPI between March 15, 2019, and January 1, 2020. Because the 12 percent increase took effect before March 15, 2019, a rollback is not required on January 1, 2020.

By contrast, let’s say the one-year lease was renewed with the 12 percent increase effective July 1, 2020. The current CPI under AB 1482 for San Diego is 2.2 percent, so the maximum rent increase for that area is currently 7.2 percent. In this instance, since the landlord increased the rent by more than 7.2 percent between March 15, 2019, and January 1, 2020, the landlord must roll the rent back on January 1, 2020, to a level that equals the rent in place on March 15, 2019, plus 7.2 percent.



Rent Caps: Passthroughs [\[back to top\]](#)

- 1. If a unit is subject to AB 1482's rent caps, can I increase the rent by more than 5 percent plus CPI to cover any of the following costs: (i) the property taxes I pay on the unit, (ii) the cost of capital improvements I make to the unit, (iii) the cost of the insurance I pay for the unit?**

No, unlike some local rent control ordinances, AB 1482 does not provide for passthroughs of any costs separate from the capped rent increases. Any increases to reflect those costs would need to comply with the 5 percent plus CPI every 12 months limitation in AB 1482.

Rent Caps: Timing of Rent Increases [\[back to top\]](#)

- 1. Can I take the 5 percent plus CPI increase in more than one increment in a 12-month period?**

AB 1482 suggests that the allowable rent increase of 5 percent plus CPI may be taken in two increments over a 12-month period. However, to simplify compliance with the law, CAA recommends that rent increases be limited to once per year. The rent increase examples that appear at the end of this section use this recommended approach.

- 2. If I increase rent now by the maximum amount allowed under AB 1482, when is the next time I can increase rent?**

Generally, AB 1482 allows a landlord to increase the rent over any 12-month period by no more than 5 percent plus CPI. In accordance with the CAA recommendation described above to limit rent increase to once per year, if a landlord increases the rent effective November 1, 2019, by the amount allowed under AB 1482, the next increase could not be effective until November 1, 2020.

Also, for a new tenancy in which no resident from the prior tenancy remains in lawful possession of the residential real property, the landlord can establish the new rent at any amount. The 5 percent plus CPI cap will then apply to all increases for that new tenancy thereafter.

- 3. Does AB 1482 regulate the timing of the first rent increase for a new resident?**

No. AB 1482 does not specify an amount of time to wait prior to increasing the rent after a tenancy begins. However, AB 1482's prohibition on rent increases that exceed 5 percent + CPI in any 12-month period would apply to both the initial rent increase and future rent increases. For example, if the resident signed a 6-month lease, the landlord could increase the rent in the context of renewing that lease, but the amount of the increase would be limited to 5 percent + CPI, not to exceed 10 percent.

- 4. I increased rent in 2019, but my rent increase was less than what AB 1482 allows. Can I impose another increase to make up the difference? What if the resident is currently on a fixed-term lease?**

AB 1482 specifically allows these landlords to take a "catch up" increase within 12 months of March 15, 2019. However, if the resident is currently on a fixed-term lease, you cannot increase the rent during the term of the lease. See example # 2 at the bottom of this section.

- 5. How much notice is required to increase rent under AB 1482? Are 60-day notices no longer used?**

AB 1482 did not change the amount of notice required to increase rent. AB 1482 prohibits landlords from increasing the rent by more than 5 percent plus CPI every 12 months, or 10 percent, whichever is less. As a result, rent increases under AB 1482 will require at least 30 days' notice. [Form CA-158](#) can be used to provide notice of a rent increase for a property subject to AB 1482's rent caps. CAA does not have a form for rent increases of more than 10 percent for properties subject to the rent cap provisions of AB



1482 since such a rent increase would be prohibited under AB 1482. For properties that are not subject to the rent cap provisions of AB 1482, state law requires a 90-day notice to increase rent by more than 10 percent ([Form CA-159](#) can be used to provide notice of that increase).

6. If we are scheduled to send renewal offers that are effective in April, which CPI should we use? If we send renewal offers that are effective in September, which CPI should we use?

AB 1482 requires use of the CPI from April (or March if April is not available). This number often does not come out until June. The law provides for several months delay between April and when that new CPI must be used. The new CPI must be used for increases effective on or after August 1 of each year.

This means that if you are sending renewal offers that are effective in April, you would use the CPI figure from April of the prior calendar year. If you are sending renewal offers that are effective in September, you would use the CPI figure from April of the same year.

7. Can you provide an example of the timing of rent increases under AB 1482?

Rent Increase Example

(CPI is assumed here to be 3.5 percent, all dollar amounts are rounded down to the nearest dollar)

Example. Any increase after January 1, 2020, is limited to 5 percent + CPI (i.e., total of 8.5 percent increase)

- Last rent increase February 1, 2019
- Rent on December 31, 2019 = \$1000
- Landlord opts to wait until 2020 to increase the rent and imposes a rent increase of 8.5% effective February 1, 2020
- Rent on February 1, 2020: \$1085
- Next increase allowed on February 1, 2021 (in accordance with CAA recommendation of limiting rent increases to once per year): 8.5% of 1085 is \$92
- Rent on February 1, 2021: \$1177

Rent Caps: Changing Terms other than Rent [\[back to top\]](#)

1. If my rental unit is subject to AB 1482 rent caps, can I still change the terms with 30-days' notice for month-to-month tenancies or at renewal for fixed term leases?

If the tenancy is month-to-month, you can still serve a thirty-day notice of change of terms. However, CAA recommends that you consult with your attorney if the change of terms will increase the resident's cost of living at the property – depending on the charges and the circumstances, the change of terms may arguably constitute a “rent increase” that is subject to the rent caps in the law. If the resident has a fixed term lease, say for one year, you cannot change the terms during the lease. At the end of the lease, you can require the resident to sign another one-year lease but only if the terms and duration are the same. If that fixed term lease goes month-to-month instead, you can change the terms as with any other month-to-month tenancy.

Rent Caps: State of Emergency – Price Gouging [\[back to top\]](#)

1. Does the state's anti-price gouging law still apply?

Properties subject to the rent caps in AB 1482 also remain subject to the state's anti-price gouging law, which is triggered when an emergency is declared by the Governor or by local officials, (declarations like those that came after the major fires in Santa Rosa and Paradise, and the Governor's statewide declaration of emergency on October 27, 2019.) Landlords are prohibited from increasing the rent in



place at the time of the emergency declaration by more than 10 percent. That prohibition applies for 30 days after the emergency is declared unless renewed by the state or local government, which is typical. For more information on this anti-price gouging law and the gubernatorial states of emergency still in effect, see CAA's Industry Insight, "[Anti-Price Gouging Laws – States of Emergency](#)" and [CAA's Wildfire Resource Center](#).

Just Cause

Just Cause: General [\[back to top\]](#)

1. If my property is subject to AB 1482, does AB 1482 limit when I can terminate a tenancy?

Yes, starting January 1, 2020, you cannot terminate a month-to-month tenancy or refuse to renew a fixed term lease without listing a reason for the termination if the resident or residents have occupied the unit for a specific period of time, as outlined in "Just Cause: Minimum Duration of Occupancy for Protections" below.

2. What is "just cause" under AB 1482?

AB 1482 defines "just cause" to mean either "at-fault" just cause or "no fault" just cause. "At fault" just cause covers scenarios in which the resident's conduct is the reason for the termination. "No fault" just cause covers limited scenarios in which the landlord can terminate the tenancy due to no fault on the part of the resident.

3. What is "at fault" just cause under AB 1482?

"At fault" just cause covers scenarios in which the resident's conduct is the reason for the cause. Under AB 1482, "at fault" just cause is any of the following:

- Default in the payment of rent.
- A breach of a material term of the lease, as defined.
- Maintaining, committing, or permitting a nuisance, as defined.
- Committing waste, as defined.
- The resident had a written lease that terminates on or after January 1, 2020, and after a written request or demand from the owner, the resident has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions.
- Criminal activity by the resident on the residential rental property, including any common areas, or any criminal activity or criminal threat, on or off the residential rental property, that is directed at any owner or agent of the owner of the property.
- Assigning or subletting the premises in violation of the resident's lease.
- Refusal to allow the owner to enter the unit as authorized under the law, as defined.
- Using the premises for an unlawful purpose, as defined.
- An employee's failure to vacate the unit after the employee has been terminated.
- When a resident fails to deliver possession of the unit after providing the owner written notice of his or her intention to terminate the lease, which the owner has accepted in writing.

4. What is "no fault" just cause under AB 1482?

"No fault" just cause covers limited scenarios in which the landlord can terminate the tenancy due to no fault on the part of the resident. Under AB 1482, "no fault" just cause means any of the following:

- An owner's intent to occupy the unit, including the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents. For leases entered into on or after July 1, 2020, the



owner can use this cause only if the resident agrees in writing to the termination or if a specific provision is included in the lease. CAA has created the following forms to allow landlords to add this provision to their lease/rental agreements:

- [Form CA-153 Notice of Change of Terms of Tenancy \(Owner Move-In Provision\)](#)
- [Form CA-095 Owner Move-In Under AB 1482 Addendum](#)
- Withdrawal of the residential property from the rental market.
- An order relating to habitability that necessitates vacating the property, an order issued by a government agency or court to vacate the property, or a local ordinance that necessitates vacating the property.
- Intent to demolish or to substantially remodel the residential real property.

5. Pets are prohibited at my rental property. If a resident has a pet, do I have just cause to terminate their tenancy under AB 1482?

The causes for which a tenancy may be terminated under AB 1482 include a breach of a material term of the lease. This may include having a pet if the lease agreement prohibits pets (but please note that pets do not include assistive or service animals). Because this is a curable violation, the landlord must generally give the resident an opportunity to cure the violation – this can be achieved by providing [Form CA-231 \(Three-Day Notice to Perform Conditions and/or Covenants\)](#). If the resident does not comply by the time that the notice expires, the landlord must then serve a three-day notice to quit without an opportunity to cure – [Form CA-234 \(Final Three-Day Notice to Quit for Breach of Covenant\(s\)\)](#) provides that notice.

6. If I decide to remove my rental unit from the market, is there a just cause to terminate the tenancies of my residents?

Yes, the causes for which a tenancy may be terminated under AB 1482 include “withdrawal of the residential real property from the market.” CAA recommends that members work with their attorneys when seeking to use this cause.

7. If a resident provides a 30-day notice that they will be vacating and they change their mind, do I have just cause to terminate their tenancy?

Yes, AB 1482 provides that “just cause” includes the situation where the resident fails to deliver possession of the property after providing 30-days’ written notice of their intent to vacate as provided in Civil Code section 1946. If the resident provides notice of their intent to vacate orally (or by email or text), or provides less than 30 days’ notice, see [Form CA-254 \(Response to Resident’s Defective Notice of Intent to Vacate\)](#) and consult with an attorney before proceeding with an eviction based on this cause.

Just Cause: Minimum Duration of Occupancy for Protections [\[back to top\]](#)

1. How long does a resident have to live in a unit before they are protected by “just cause” under AB 1482?

The initial residents who move into the unit will be protected by “just cause” after having lived in the unit for at least 12 months. In other words, on day 366, that resident(s) will be protected by just cause.

If an additional resident or occupant moves in, the residents will be protected by just cause if:

- Any resident has continuously and lawfully occupied the unit for 24 months or longer; or
- All residents have continuously and lawfully occupied lived in the unit for 12 months or longer.



2. My residents moved in with an initial 12-month lease. Does “just cause” apply once that lease expires?

The answer to this question depends on how the lease is written. Some leases have automatic month-to-month rollover provisions, which means that if at the end of the lease term, if neither party gives notice of ending the tenancy, the tenancy continues to roll over month-to-month. The CAA lease does not have that automatic rollover provision; thus, if the landlord did not want to continue the tenancy, no notice is required to the resident and the tenancy ends at the expiration of the term. When a new resident moves in with a one-year CAA lease, that tenancy will automatically end before the resident is protected by just cause. The decision of whether to renew (and have a tenancy that is covered by just cause) is entirely within the landlord’s control. By contrast, if the lease contains an auto-renewal provision or automatically goes month-to-month, that resident will gain just cause protections on their 366th day in the unit unless the landlord takes timely, affirmative, action, consistent with the lease, to terminate the tenancy at the end of the 365th day.

3. I have residents on their initial 12-month CAA lease in a unit that is subject to AB 1482’s just cause provisions. We plan to send a notice of non-renewal of the lease. What happens if the residents do not move out on or before the end of that 12th month? Do they have just cause protections under AB 1482?

The CAA lease does not have an automatic rollover provision at the end of its term; thus, if the landlord does not want to continue the tenancy, no notice is required to the resident and the tenancy ends at the expiration of the term. CAA does recommend providing at least 90 days’ written notice of the non-renewal of the lease. If the residents have not moved out by the end of the term, the next step is for the landlord to proceed with an unlawful detainer action. However, if the landlord accepts rent from the resident after the end of the lease, a month-to-month tenancy is created, and the resident will likely be protected by the just cause provisions of AB 1482.

4. Does the clock for “just cause” under AB 1482 reset whenever a roommate is added?

Once any resident (defined to include lawful occupants) has been in the unit continuously and lawfully for 24 months, the just cause eviction provisions of AB 1482 will apply so long as that resident remains in occupancy even if a new roommate comes along later. The clock does not re-set when a new roommate is added if any of the roommates have been in continuous occupancy for 24 months.

Here are examples for calculating the just cause provisions. Consider a tenancy that begins with Resident A only. At month 11, Resident A adds a roommate, Resident B. At the end of month 12, only one of the residents has been in occupancy for 12 months so the just cause provisions do not apply until Resident A has been in occupancy for 24 months. Let’s say at month 15, Resident B leaves and is replaced by Resident C. Just cause still doesn’t apply because all the residents haven’t been in occupancy for 12 months. At month 24, just cause will apply even though Resident C has only been in occupancy for 9 months.

If Resident A does not add a roommate, Resident A will enjoy the protections of just cause after having lived in the unit for 12 months. It doesn’t matter whether that occupancy is under a month-to-month tenancy, or a fixed term lease, or multiple fixed terms leases. On day 366 of occupancy, the resident is protected, until a roommate is added.

While the 24-month timeframe was added for new roommates who come to the unit within the first 24 months, the 24-month cap (or end time frame) was intended to “protect” a resident who may have lived in the unit for 30 years, for example. That long-time resident, who may need to bring in a new roommate to help make the rent payment, will not “lose their just cause protections” just because they need a new roommate at year 30 (because at least one resident has lived in the unit for 24 months).



5. Does the clock for “just cause” under AB 1482 reset when residents move to a different unit on the same property?

Probably. Generally, the just cause provisions of AB 1482 apply after a resident has continuously and lawfully occupied a residential real property for 12 months. This language was modeled after the language in the Civil Code that requires 30 days’ notice to terminate a tenancy if any resident has resided in the dwelling for less than one year. CAA recommends consulting with an attorney to confirm how the resident’s move affects the just cause clock under AB 1482.

6. Should I allow a resident to add a roommate under AB 1482?

There are pros and cons to allowing roommates under AB 1482. Landlords with units subject to AB 1482’s just cause provisions should develop policies and procedures regarding changes of occupancy in consultation with their attorney and should apply those policies and procedures consistently.

Just Cause: Notice Requirements [\[back to top\]](#)

1. Does AB 1482 change the procedures for three-day notices?

AB 1482 (at Civil Code section 1946.2(c)) provides that for “at fault” causes that are curable lease violations, two notices are required – one with an opportunity to cure and one that is a “final” notice to quit without opportunity to cure. This “final” notice just gives the tenant more time to move out. Some of the “at fault” just causes may be incurable, like nuisance, waste, criminal activity, etc. CAA recommends that an attorney be consulted prior to serving any three-day notice on a resident protected by the just cause provisions of AB 1482 until the courts have provided some clarity.

2. What just cause termination notices does CAA have available for purposes of AB 1482 just cause?

CAA has created the following AB 1482 just cause termination notices:

- [CA-230 Three-Day Notice to Pay Rent or Quit \(Proof of Service\)](#)
- [CA-231 Three-Day Notice to Perform Conditions and/or Covenants or Quit \(Proof of Service\)](#)
- [CA-232 Three-Day Notice to Perform Covenants or Quit for Monetary Breach](#)
- [CA-233 Three-Day Notice to Perform Conditions and/or Covenants or Quit Failure to Provide Access](#)
- [CA-234 Final Three-Day Notice to Quit for Breach of Covenant\(s\) \(Properties Subject to AB 1482\)](#)
- [CA-260 Notice of Termination of Tenancy Due to Owner Move-in \(Properties Subject to AB 1482\)](#)

Just Cause: Relocation Assistance [\[back to top\]](#)

1. When is a landlord required to pay relocation assistance under AB 1482?

A landlord must make a relocation payment to a resident if the termination is for a “no-fault” just cause. (See “Just Cause: General” above.) In particular, the landlord must do one of the following:

- Make a direct payment to the resident equal to one month of the resident’s rent (in effect when the notice of termination is issued), within fifteen calendar days of service of the notice; or
- Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.



The termination notice must inform the resident of their right to a relocation payment or waiver. If the owner elects to waive the rent for the final month of the tenancy, the notice must state the amount of rent waived and that no rent is due for the final month of the tenancy. In these situations, CAA recommends that a landlord select the option for waiving the final rent payment since residents are likely to stop paying rent after receiving the termination notice.

2. Does the right to relocation assistance need to be included in the rental/lease agreement or only in the termination notice?

The right to relocation assistance must be included in the termination notice if the termination is for a “no fault” just cause. (See “Just Cause: General” above.) It does not need to be included in the rental or lease agreement.

3. Who gets to choose between sending a relocation check or waiving last month’s rent – the landlord or the resident? Does the resident need to agree to the rent waiver option?

The landlord gets to decide whether to make a direct payment equal to one month’s rent or waive the final rent payment. Resident approval or agreement is not required.

4. Which option should I pick – sending the relocation check or waiving the last month’s rent?

If the resident is going to remain in the unit for at least one month for which rent has not already been paid, CAA recommends that landlords waive the last month’s rent, rather than sending a check. This is because once the resident receives the termination notice, they are likely to stop paying rent anyway.

5. My city has a local relocation ordinance (not a just cause ordinance) that requires a larger relocation payment when terminating a tenancy in certain situations. Does that ordinance still apply?

If the grounds for termination under AB 1482 would require a relocation payment under the local ordinance, then yes, you need to make the greater relocation payment required by the local ordinance.

Just Cause: Substantial Rehabilitation [\[back to top\]](#)

1. I have a unit that needs to be updated. The residents have all lived in the unit for more than 12 months. Can I terminate their tenancy to make the updates?

Probably not. Under AB 1482, the “no-fault” causes include intent to demolish or “substantially remodel” the property. However, the term “substantially remodel” is defined in AB 1482 to cover limited scenarios. More specifically, “substantially remodel” means “the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a government agency or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the resident in place and that requires the resident to vacate the residential real property for at least 30 days. If the work does not require the resident to move out, or if the resident must vacate the premises for less than 30 days, the landlord should make some arrangements for the resident to move out temporarily.”



Just Cause: Enforcement of Resident's Intent to Vacate [\[back to top\]](#)

- 1. If a resident fails to vacate after providing the owner written notice of their intent to vacate, does the landlord need to serve a notice to terminate the tenancy?**

No. One of the causes listed in AB 1482 occurs when the resident fails to deliver possession of the unit after providing written notice of their intent to vacate as provided in Civil Code section 1946. That failure to vacate is not a violation of the lease. A separate notice to terminate the tenancy is not required. However, if the resident does provide at least 30 days' written notice of their intent to vacate, CAA recommends that the landlord send a written acknowledgement of that intent using [Form CA – 248 \(Acknowledgement of Resident's Thirty-Day Notice to Vacate\)](#), which confirms the move out date and any rent that will be due prior to move out.

- 2. Is a landlord required to acknowledge a resident's notice of intent vacate in order to evict when the resident fails to vacate?**

There is no requirement to acknowledge the resident's notice, but it is a good idea. CAA's Acknowledgement ([Form CA - 248](#)) notifies the resident of the consequence of their notice. Because the resident's notice can serve as the basis for an eviction, it becomes much more important for the resident's notice to be in writing, to provide the correct amount of notice, and for the notice to be served correctly on the landlord.

See also [Form CA – 254 \(Response to Resident's Defective Notice of Intent to Vacate\)](#)

- 3. Does AB 1482 prohibit or regulate making a "buyout offer" to a resident?**

A "buyout offer" is an offer to make a payment to the resident in return for the resident's agreement to move out of the unit. These offers are strictly regulated by some local rent control ordinances in order to protect residents from harassment or coercion. AB 1482 does not prohibit or regulate these offers, but agreements obtained by means of duress, harassment, or coercion may not be enforceable (and may subject the landlord to penalties for violation of other laws). The resident is not required to accept any buyout offer. CAA recommends that any such offer only be made in consultation with an attorney.

Just Cause: Refusal to Sign Lease with Similar Duration and Terms [\[back to top\]](#)

- 1. AB 1482 lists as a just cause for eviction "the tenant's refusal to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions." Can you explain what this means?**

This means that if your resident has a one-year lease, you can require the resident to sign another one-year lease with the same rules in it. If the resident refuses to sign the lease, that refusal is a valid reason to terminate the tenancy. You are not required to make this offer to the resident. If you prefer, you may allow the lease to expire and then allow the tenancy to continue on a month-to-month basis based on the payment of rent.

[See Form CA – 242 \(Notice of Expiration of Fixed Term Lease and Renewal Offer \(Tenancies Subject to AB 1482 Just Cause\)\)](#)



Just Cause: Changing the Terms of Tenancy [\[back to top\]](#)

- 1. If my property is subject to AB 1482 and the residents have occupied the unit long enough to be protected by AB 1482's just cause provisions, can I still change the terms of the tenancy and enforce those changes?**

Yes, and no. If the tenancy is month-to-month, you can still serve a thirty-day notice of change of terms. However, CAA recommends that you consult with your attorney if the change of terms will increase the resident's cost of living at the property – depending on the charges and the circumstances, the change of terms may arguably constitute a “rent increase” that is subject to the rent caps in the law. If the resident has a fixed term lease, say for one year, you cannot change the terms during the lease. At the end of the lease, you can require the resident to sign another one-year lease but only if the terms and duration are the same. If that fixed term lease goes month-to-month instead, you can change the terms as with any other month-to-month tenancy.

Enforcement [\[back to top\]](#)

- 1. What are the penalties for noncompliance with the Act?**

No penalties are listed. The challenges may come from residents when you attempt to evict and they respond to the “cause” you listed or they claim your rents are not in compliance with the law. Landlords could also be subject to wrongful eviction and unlawful business practice claims based on violations of AB 1482.

ⁱ Regardless of whether a property is subject to or exempt from AB 1482 or a local rent control ordinance, it may be subject to the state's anti-price gouging law. That law is triggered when a state of emergency is declared by the Governor or local officials and prohibits increasing rents more than 10% cumulatively over the entire period that the emergency stays in effect, which could be for as little as 30 days or may last for more than a year if extended by the state or local government. The Attorney General has stated that the anti-price gouging law applies in any county in which there is “increased demand” as a result of the state of emergency. For more information, see [/kb/anti-price-gouging-laws-states-emergency/](#).

ⁱⁱ The rent cap and just provisions of AB 1482 do not apply to housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

ⁱⁱⁱ Residential real property that is alienable separate from the title to any other dwelling unit.

^{iv} The just cause provisions of AB 1482 do not apply to any of the following: (1) a single-family owner-occupied residence, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit, (2) a duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy, or (3) housing accommodations in which the resident shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property. The rent cap provisions of AB 1482 do not apply to a duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.



RE: request for greater housing providers virtual meeting with senior city staff to discuss proposed tenant protections prior to drafting of staff report for the 11-9-23 rules committee meeting

From: Liao, Tom (tliao@sanleandro.org)

To: chrismoore@gmail.com; edenrealty@sbcglobal.net

Cc: mariam@migcom.com; bpolacci@maximusrepartners.com; gordongalvan@comcast.net; emilyg@sanleandrochamber.com; derek.barnes@ebrha.com; kanderson@sanleandro.org; frobustelli@sanleandro.org; jgonzalez@sanleandro.org; pballew@sanleandro.org; xbowen@sanleandro.org; bazevedo@sanleandro.org; fsimon@sanleandro.org; kheusler@sanleandro.org; rantonio@caanet.org; davids@bayeast.org; paul@rhosource.com; doug@fullerpm.com; emeraldprop@sbcglobal.net; ddavid@jbmatteson.com; okwujingyu@gmail.com; taptango@gmail.com; 3machunchi@gmail.com; dan_pan@hotmail.com; kheusler@sanleandro.org; rmccabe@migcom.com

Date: Tuesday, October 24, 2023 at 12:36 PM PDT

Chris, Tom, Housing Providers, et al:

Thank you for your email below. For the Oct 10 and upcoming Oct 25 community meetings and the stakeholder focus groups/listening sessions (including the housing provider one you all attended last Friday) and for purposes of equity and fairness, we will not be allowing participants in any of these meetings to review/edit the notes taken by our third party facilitator MIG. MIG is a meeting facilitator with no role in policy formation. They are helping to collect and capture public comments for Housing staff throughout for these 2 community meetings and 4 focus groups; they will not be involved in any Council meetings. Housing staff will highlight notable themes/comments from each focus group at the November 9 Rules Committee meeting. We understand that anyone who disagrees with our notes/public summaries may do so when they are presented or posted publicly and can express their disagreement to us and the Council via email or through public comments during public meetings. We will post condensed summaries of comments for all 4 focus groups/listening session on the City housing protections website after they are all completed in early November. All focus group comments when publicly posted will remain anonymous.

In regard to another recent request from Tom Silva to make the presentation available, we have publicly posted the Powerpoint presentation for the housing provider focus group on the [City's Housing Protections website](#). We plan to publicly post all the Powerpoints for each focus group we conduct. For consistency, we are using the same presentation format for each focus group meeting.

Thank you,

Tom Liao, Community Development Director
City of San Leandro Community Development Dept.
835 East 14th St.
San Leandro, CA 94577
510-577-6003 (office)
e-mail: tliao@sanleandro.org
www.sanleandro.org



MEMORANDUM

From: Rhovy Lyn Antonio, Senior Local Vice President – Alameda County – rantonio@caanet.org

Date: September 22, 2023

Re: Supplemental information from September 11, 2023 Meeting

Disclaimer

This summary is intended for general informational purposes only and not intended to serve as legal analysis, legal advice, or guidance on rental housing operations. The information in this memorandum is produced by the California Apartment Association (CAA) and provided in response to a request for supplemental information made at the September 11, 2023 meeting hosted by the Office of Supervisor Nate Miley. This memorandum is not intended for public distribution, and only intended for the use of Supervisor Nate Miley and his staff.

Any redistribution, reproduction, or dissemination of this material in any other manner without the express permission from CAA is prohibited.

Background

Background: California has some of the most extensive renter protections in the United States. Under California state law, it is already illegal for housing providers to harass their renters – whether it be physical or verbal.

- It is illegal for a housing provider to induce a renter to leave a unit by the use of “force, willful threats, or menacing conduct;” by threatening to disclose the citizenship of the renter or the renter’s guests; by entering the renter’s unit in substantial violation of the law; and to take deprive, or remove the renter’s property from the units without consent. **Cal. Civ. Code section 1940.2.**
- Housing providers who are found to have harassed their renters in violation of any of the above provisions are liable for punitive damages of up to \$2,000.00 for each violation of the law. (Renters do not have to be evicted or constructively evicted to be awarded damages for harassment).
- Additionally, the state’s anti-retaliation statute prevents a housing provider from increasing rent, decreasing housing services, or seeking to evict a renter because the renter has asserted rights under law, including complaining about habitability concerns or participating in a renters’ rights organization. **Cal. Civ. Code section 1942.5.**
- Housing providers who violate this prohibition are liable for actual damages, attorney’s fees, and punitive damages of up to \$2,000 per act.

A. Residents Right to Safe & Exclusive Possession:

Every residential lease in California has two implied terms:

1. **Covenant of Quiet Enjoyment** – provides that a renter must be free from substantial interference with their use of the property.
2. **Warranty of Habitability** – provides that rental units must be fit to live in (i.e., in substantial compliance with housing codes).

These protections have been codified in state law:

- **Civil Code 1927** – covenant of quiet enjoyment
- **Civil Code 1941, 1941.1** – warranty of habitability
- **Civil Code 1941.3** – window and door lock requirements
- **Health & Safety Code 17920.3, 17920.10** – habitability standards
- **Civil Code 1942, 1942.3, 1942.4** – habitability remedies and penalties

Right to enter a rental unit is limited by **Civil Code 1954** to the following:

- To make or supply necessary or agreed repairs or services.
- Exhibit the dwelling unit to prospective purchasers, mortgagees, renters, workers, or contractors.
- Conduct a walk-through inspection pursuant to the security deposit law.
- When the renter has abandoned or surrendered the premises.
- Pursuant to court order or in case of an emergency.
- Other specific statutory purposes (e.g., test smoke detector, read a water meter)
- 24 hours' prior written notice generally required specifying the date, approximate time, and purpose of the entry. Housing providers may not abuse the right of access or use it to harass the renter.

Civil Code 789.3 prohibits a housing provider from doing the following with the intent to terminate a tenancy:

- Interrupting utility services
- Preventing the renter from gaining reasonable access to the property, such as by changing the locks
- Removing outside doors or windows
- Removing the renter's personal property or the furnishings from the premises
- Remedies include injunctive relief, actual damages, \$100/day penalty, attorney's fees

B. Fair Housing Protections

The California Fair Employment and Housing Act (FEHA) and Unruh Civil Rights Act prohibit discrimination based on:

- Race, color
- Ancestry, national origin
- Citizenship, immigration status*
- Primary language*

- Age*
- Religion
- Disability, mental or physical
- Sex, gender
- Sexual orientation
- Gender identity, gender expression
- Genetic information
- Marital status
- Familial status
- Source of income
- Military or veteran status

**Covered under the Unruh Civil Rights Act*

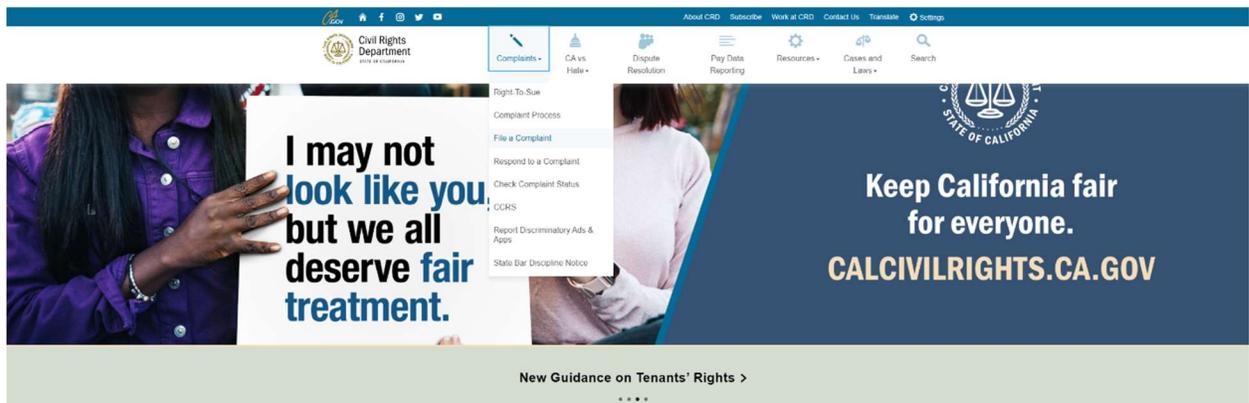
FEHA protections include a prohibition on doing any of the following based on a person’s membership in a protected class:

- Discriminating
- Harassing
- Indicating any preference or limitation
- Making unavailable or denying a dwelling

Remedies for violation include:

- Recovery of out-of-pocket losses
- An injunction prohibiting the unlawful practice
- Damages for emotional distress
- Civil penalties or punitive damages
- Attorney’s fees

The California Civil Right Department (formerly, Department of Fair Employment and Housing) investigates fair housing complaints, which can be filed online at calcivilrights.ca.gov.



<https://calcivilrights.ca.gov/terms-and-conditions>

California's Civil Rights Agency

C. Harassment & Retaliation Protections

- **Civil Code 1940.2** makes it unlawful for a housing provider to do any of the following for the purpose of influencing a renter to vacate a dwelling:
 - Removing the renter personal belongings from the unit
 - Extorting the renter
 - Using, or threaten to use force, willful threats, or menacing conduct
 - Committing a significant and intentional violation of Civil Code 1954 (right to enter unit)
 - Threatening to disclose information regarding or relating to the immigration or citizenship status of a renter

- **Civil Code 1940.35** also prohibits a housing provider from disclosing information about the immigration or citizenship status of the renter or the renter's guests for the purpose of harassing, intimidating, or retaliating against a renter.

- **Civil Code 1942.5** makes it unlawful for a housing provider to:
 - increase rent,
 - decrease services,
 - cause a lessee to quit involuntarily,
 - bring an action to recover possession, or
 - threaten to do any of those acts,

... for the purpose of retaliating against the renter based on their lawful and peaceful exercise of any right under the law, including:

- Making a complaint about habitability
- Participating in a renters' association or an organization advocating renters' rights

D. Specific Anti-Harassment Protections

- **Code of Civil Procedure 527.6** provides for civil harassment restraining orders in cases of:
 - Unlawful violence,
 - Credible threats of violence, or
 - Knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose.

- Prevailing party entitled to attorney's fees
- Judicial Council provides user-friendly forms (Form CH-100)

E. Relocation Payments for Red-Tagged Units

In addition to the relocation payment requirements under Tenant Protection Act of 2020 (AB 1482), California law entitles renters to relocation payment when a unit is vacated as a result of an order to vacate or an order requiring the vacation of a residential unit as a result of a violation so extensive and of such a nature that the immediate health and safety of the residents are endangered. – **Cal. Health & Safety Code section 17975- 17992**

The relocation package include (partial list):

- Local Enforcement Agency, typically Code Enforcement, has authority to order relocation payment.
 - Housing provider is required to offer first right to occupancy of the unit to each renter who received relocation payments before returning the unit to open market.
 - Two months of rent determined by HUD’s Fair Market Rent (FMR) for the area of jurisdiction + utility service deposits + security deposits.
- Additional relocation payment may be ordered by a court order after a housing provider has failed to remedy a notice of violation for a serious health and safety issue having been given a reasonable opportunity to do so. Additional payment may include:
 - Rent differential for up to 120 days between the contract rent and HUD FMR depending on how long the renter is displaced.
 - Packing, moving and storage costs including:
 - Insurance of renters’ property while in transit
 - Replacement of value of property lost or damaged during move
 - Disconnection/connection charges

EDEN REALTY

P. O. Box 126
San Lorenzo, CA 94580
(510) 537-8181
Fax: (510) 537-8338

November 7, 2023

To: Mayor Juan Gonzales III
City Council and Staff

From: Tom Silva

Re: Comments on the Current State of Rental Housing Protection Discussions in San Leandro

Since 1990, I have been an active participant in the ongoing mutually beneficial relationship between the City of San Leandro Elected Leadership and Staff with the Local Rental Housing Industry.

Never in my 33-year history, has your Community Development Department and its Director, Tom Liao, demonstrated such a massive all-inclusive failure to do their due diligence on multiple fronts in their current efforts to passively promote additional tenant protections in San Leandro.

The Community Development Department's actions appear to be at best grossly negligent and at worst, willful and intentional based upon the combined effects of the following:

Community Development Staff and Their Consultant MIG Have Failed To Recognize The Current Suite of Existing Robust Federal, State and Local Tenant Protections Including, But Not Limited to:

AB 1482 Which Provides Statewide Rent Control and Comprehensive Just Cause For Termination Protections. -Attached please find the August 2023 California Apartment Association Industry insights questions and answer report on AB 1482.

Existing California State Law That Provides Comprehensive Substantial Protections Available to All Tenants in California – California has some of the most extensive tenant protections in the United States. Attached, please find the September 22, 2023 memo from CAA Senior Local Vice President, Rhovy Lynn Antonio, outlining the very robust tenant protections under the Civil Code, Health and Safety Code, the California Fair Employment and Housing Act, Unruh Civil Rights Act and the Code of Civil Procedure.

In addition, the California Department of Civil Rights (formerly the Department of Fair Employment and Housing) investigates, free of charge, fair housing complaints which can be filed online at Calcivilrights.ca.gov.

Existing San Leandro specific ordinance and programs that provide comprehensive substantial protection available to all tenants in San Leandro.

- **Tenant-Landlord Mediation/Legal Assistance Referral** – The City contracts with ECHO Housing to provide San Leandro tenants and/or landlords information on their housing rights and responsibilities.
- **City of San Leandro Tenant Relocation Assistance** – The City’s Tenant Relocation Assistance Ordinance was adopted by City Council in September 2017 to protect tenants from the adverse health, safety and economic impacts of displacement.
- **Rent Review Program** – The Rent Review Program offers mediation/arbitration of rent disputes between tenants and landlords.
- **San Leandro Code Enforcement Ordinance** – Code Enforcement resides in Directors Liao’s Community Development Department which is responsible for the enforcement of the Community Preservation Ordinance, Weed Ordinance, San Leandro Municipal Code and Zoning Code.
- **Uniform Building Code** – Under the Uniform Building Code, the Building Official is the Chief Enforcement Officer for all building and habitability complaints in the City.
- **Uniform Fire Code** – Under the Uniform Fire Code, the San Leandro Fire Department Fire Marshall is the Chief Enforcement Officer for all fire life safety complaints in the City.

Not one word was mentioned by Community Development Director Liao, his Staff or their Consultant, MIG Services, in any of their presentations concerning the state and local existing very robust and comprehensive suite of state and local tenant protections.

Bias by City Facilitator MIG Consulting – In the attached October 24, 2023 email, Director Liao states, “MIG is a meeting facilitator with a role in policy formation. They are helping to collect and capture public comments for Housing Staff throughout these two Community Meetings and four focus groups, they will not be involved in Council Meetings.

However, throughout MIG facilitation of the discussions, they exhibited a substantial explicit and implied bias against Rental Housing Providers. For example:

In the power point presentation, MIG states “**there are some protections already in place locally and at the state level**” thus, completely short changing and disregarding the aforementioned existing statewide and local tenant protections and there was not any recital of the existing suite of robust and comprehensive state and local tenant protections mentioned in MIG’s power point presentation.

Further, MIG's five participant questions do not recognize the existence of these robust state and local tenant protections and are strongly biased towards enacting a Rent Stabilization Ordinance.

MIG Note Taking Bias – I noticed that in the Friday, October 20, 2023 Housing Providers call with MIG that MIG's note taker had twisted my comments very badly and inaccurately.

I am very concerned that this bias has extended to consultant MIG's Summations and Community Development Staff Comments. (Since these meetings were not recorded, there is no way to track the accuracy of the comments).

Given this bias, the entire Community Development Department/MIG Consulting exercise is irreversibly tainted and should be completely disregarded. Later in this memo, I will suggest alternatives for the Rules Committee and the City Council to consider.

The Community Development Department Has Not Developed Any Documentable Facts Supporting the Need for Additional Tenant Protections – Where's the demonstrated need for additional protections? We hear lots of horror stories, but no documentable facts. We've seen this before in San Leandro and elsewhere. During the debate over the City Eviction Mortarium, there was a lot of hysteria but at the end, less than a dozen households that continue to be affected by Covid. Less than 1/100 of 1.00% of our total household citywide.

Once they were identified, it is my understanding that these households have received assistance from existing resources to help them overcome their legitimate Covid hardships.

Further, recently the Rent Review Board had its first hearing in over four years with only one case. Where is the demonstrated need for further rent control when the Rent Review Board has only one case in four years?

The Community Development Department Has Failed to Recognize San Leandro's Rich History of Landlord/Tenant Education Programs.-In the 1990's, I was privileged to work with the Housing Director, Neusa Pollard, to develop the Multifamily Management Assistance Program (MMAP), Landlord/Tenant Educational Program. The MMAP had a very successful 16 year run through 2006 and educated several hundred local rental housing providers in industry best practices. The MMAP was a coalition between RHASAC, Housing Authority of Alameda County, ECHO Housing and the San Leandro Police Department.

The MMAP Program evolved into CAA's Managing Rental Housing and California Certified Residential Manager (CCRM) Programs that are still offered online today.

Now, we have a much broader Rental Housing Provider Coalition, RHASAC, EBRHA, BAYEAST Realtors, CAA, BAHN, Fight for Fairness and In It Together. Why is Community Development Department abandoning established educational opportunities through their omission and lack of recognition of these valuable educational resources?

The Community Development Department Has Failed to Recognize the Multi-Million Dollar Covid Eviction Moratorium Losses That Rental Housing Providers Have Suffered in San Leandro.-The San Leandro Eviction Moratorium lasted over three years and San Leandro Rental Housing Providers suffered and continue to suffer tens of millions of dollars in losses due to squatters living in their units, the hopelessly clogged Alameda County Superior Court System and the Sham of the Mandated Small Claims Court Lost Rent Recovery Method.

Neither Community Development Department Director Liao nor MIG has not even mentioned one word about these losses, let alone propose any realistic solution by which the City will reimburse affected providers for their losses that occurred by the City's actions.

Instead, they are spending valuable time and resources chasing undocumented claims of widespread abuse in their quest to bring additional unnecessary tenant protections to San Leandro.

Proposed Path Forward – Given the sum of the above stated failures of the Community Development Department and MIG Consulting to develop reliable documentable unbiased public comments and demonstration of need, I proposed that the Rules Committee/City Council task the Rent Review Board to review all of the current protections educational and support programs available to all San Leandro residents, to take recorded testimony in public meetings on said protections, programs and educational efforts and to then compile its findings in a report to the City Council for consideration.

There are multiple advantages to this approach:

- 1) The Rent Review Board comprises two Rental Housing Providers, two Tenants and a Homeowner, thus, providing multiple points of view for considering testimony.
- 2) The Rent Review Board meetings are public recorded meetings so that all participants and the community at large can attend in person in a safe neutral environment and review and listen to the proceedings afterwards at any time online.
- 3) Rent Review Board members can ask clarifying questions that can provide very meaningful details to each testimony.
- 4) The Rent Review Board can then issue a report, perhaps with dissenting opinions on our findings and recommendations for your Council to consider.
- 5) By using the Rent Review Board as a public forum and documentable fact-finding body in recorded public sessions, this enables a full and complete discussions/deliberations to occur and will provide the City Council and Greater San Leandro Community with a comprehensive set of documentable facts on which to base your decisions.

In closing, thank you for the opportunity to present my concerns to you. I look forward to our future discussions on this very important matter.

Respectfully,



Thomas R. Silva, CPM
Rent Review Board Chairman