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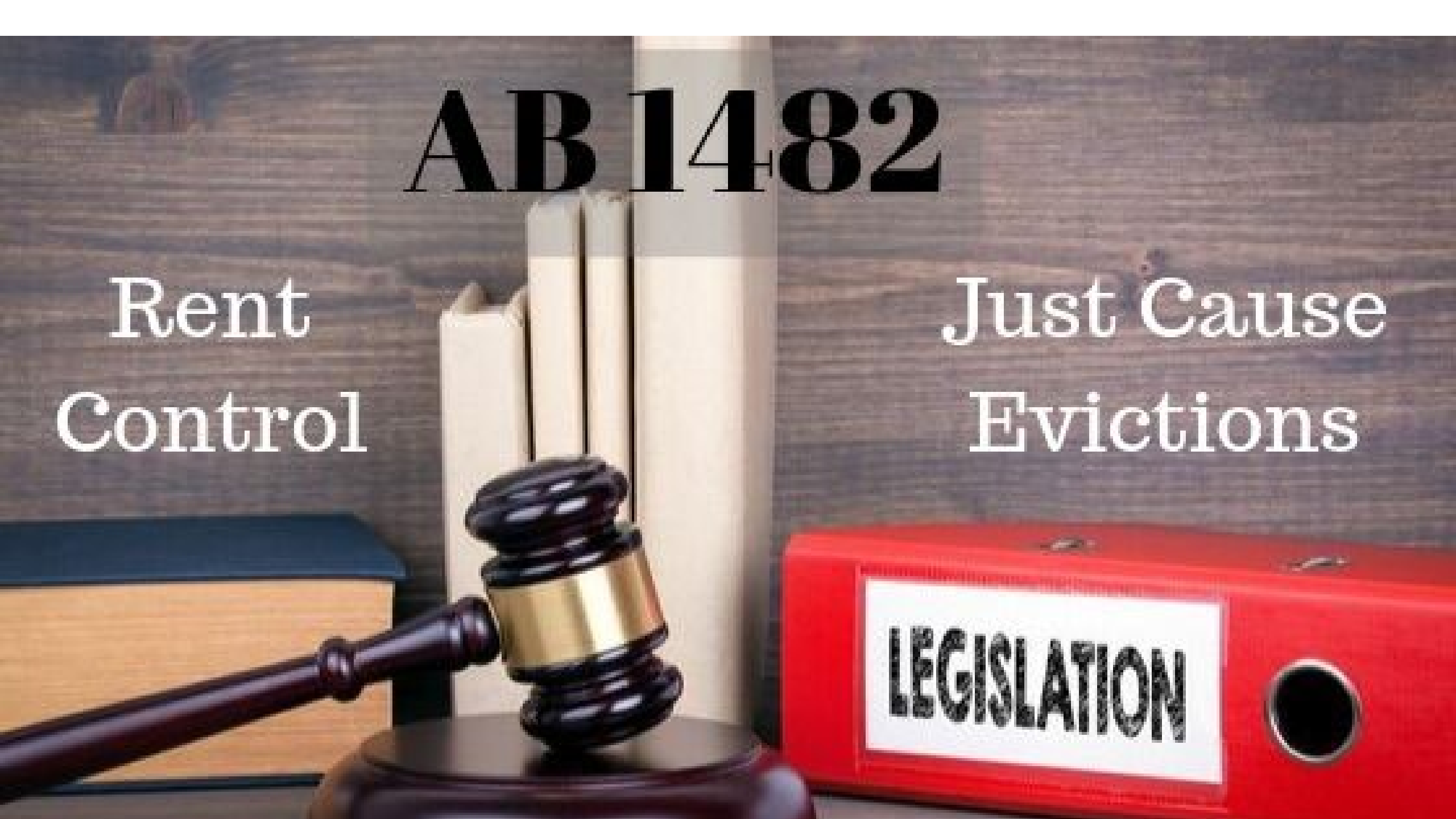
Why am I here?

AB 1482 was signed into law by Governor Newsom on On October 8, 2019, and it is really confusing...



And now I want to know about “Just cause” evictions!

AB 1482

The image features a wooden gavel with a brass band resting on a wooden block. To the right, a red binder with a white label that says "LEGISLATION" is visible. In the background, several books are stacked on a wooden surface.

Rent
Control

Just Cause
Evictions

“This act shall be known, and may be cited, as the Tenant Protection Act of 2019”

Just Cause as required under AB 1482:

If applicable, evictions **must** be based on “just cause.” This means the owner must have a “just cause” for the eviction.

The bill, codified in Cal. Civ. Code §1946.2 divides “just cause” into two categories

- 1) at-fault evictions
- 2) no- fault evictions

Once the law is triggered you are required to provide a *permissible* reason for the eviction. Gone are the days of issuing a 30 or 60-day notice of termination of tenancy without cause.

Just Cause Eviction – Cal. Civ. Code §1946.2

When does it kick in?

(a) Notwithstanding any other law, after a tenant has continuously and lawfully **occupied** a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

Just Cause Eviction – Cal. Civ. Code §1946.2

When does it kick in?

In other words....

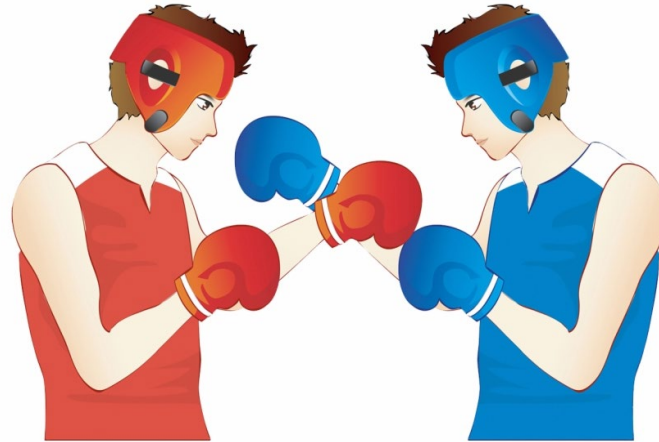
As of January 1, 2020, the STATEWIDE “just cause” statute applies to renters who have resided in the unit for 12 months or more.

If an additional renter is added to the lease prior to an existing renter continuously residing in the unit for 24 months then the “just cause” provisions apply after ALL renters have continuously resided in the unit for 12 months or more (or at least one renter has continuously resided in the unit for 24 months or more).

COMPARE: Prior to AB1482, new lease, new tenancy - new occupant, new tenancy. This matters.

Just Cause Eviction – Cal. Civ. Code §1946.2

“at-fault” v. “no-fault”



“at-fault” just cause eviction: Causes are based on the actions or activities of the renter. Such actions must fall within the scope of the permissible reasons under the law.

“no-fault” just cause eviction: Causes are when the eviction is not based on the actions of the renter, but rather due to the owner’s actions or the owner’s compliance with a government entity.

Just Cause Eviction – Cal. Civ. Code §1946.2 (b)

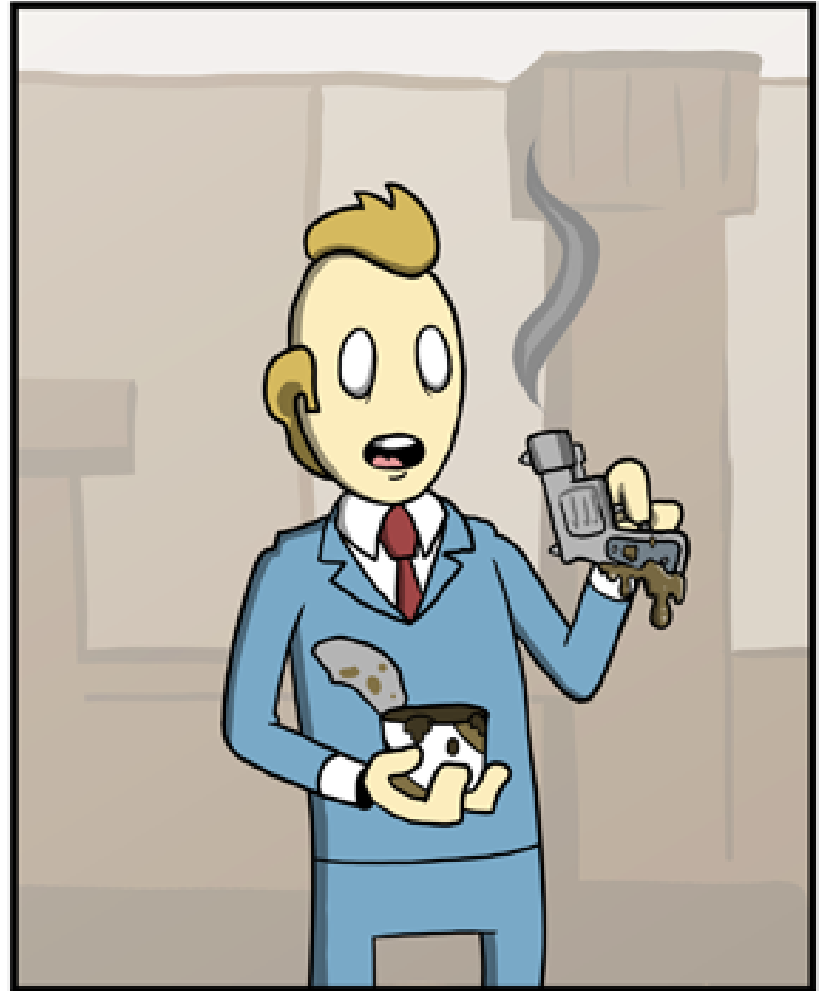
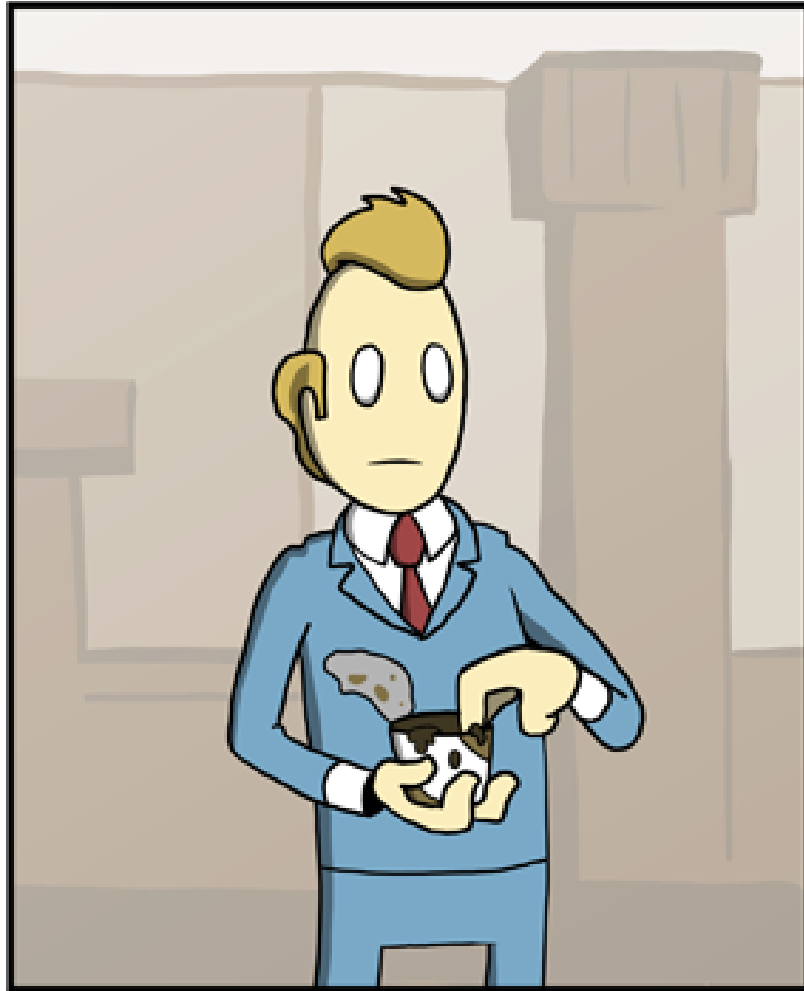
“At-Fault” Just Cause

- Default in payment of rent;
- Breach of a material lease term, as defined by the law;
- Maintaining, committing, or permitting the maintenance or commission of a nuisance, as defined by the law;
- Committing waste, as defined by the law;
- Written lease terminated on or after January 1, 2020 and after a written request from the owner, the renter has refused to execute on a written extension or renewal of the lease based on similar lease terms;

Just Cause Eviction – Cal. Civ. Code §1946.2 (b)

“At-Fault” Just Cause

- Criminal activity by the renter on the property, including any common areas, or any criminal activity or criminal threat on or off the property that is directed at any owner or agent of the owner;
- Assigning or subletting in the premises in violation of the lease;
- Refusing the owner access to the unit as authorized under the law;
- Using the premises for unlawful purposes, as defined by the law;
- An employee (e.g. resident manager), agent or licensee’s failure to vacate after their termination;
- Failure to deliver possession of the unit following written notice to the owner of the renter’s intention to terminate the lease, which the owner has accepted in writing.



Just Cause Eviction – Cal. Civ. Code §1946.2

”no-fault” Just Cause

- Intent by the owner or owner-relative to occupy the unit. This includes the owner’s spouse, domestic partner, children, grandchildren, parents, or grandparents only.

NOTE: For leases entered into on or after July 1 2020, the owner would only be permitted to occupy the unit, if the renter agrees in writing to the lease termination or the lease includes a provision providing for lease termination based on owner or owner-relative occupancy;

- Withdrawal of the rental property from the rental market;

NOTE: Selling the property is not permissible “just cause.”

Just Cause Eviction – Cal. Civ. Code §1946.2

”no-fault” Just Cause

- Intent to demolish or substantially remodel the unit

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

- Owner is complying with a local ordinance, court order, or other government entity resulting in the need to vacate the property.

Just Cause Eviction – Cal. Civ. Code §1946.2 ”no-fault” Just Cause

RELOCATION ASSISTANCE:

When the termination of a tenancy is based on a permissible “no-fault” just cause, the renter is entitled to relocation assistance OR a rent waiver. The owner may decide which one; however, there is no provision allowing the owner to elect part waiver and part payment.

NOTE: Failure to comply invalidates the notice.

Just Cause Eviction – Cal. Civ. Code §1946.2

”no-fault” Just Cause

OPTION 1:

Relocation assistance: Must be equal to one month of the renter’s rent in effect as of the date that the notice of termination of tenancy was issued. The relocation fee must be paid to the renter within 15 calendar days of the service of notice of termination of tenancy.

OPTION 2:

Rent waiver: Must be equal to one month of the renter’s rent in effect as of the date that the notice of termination of tenancy was issued.

Just Cause Eviction – Cal. Civ. Code §1946.2

”no-fault” Just Cause

NOTICE REQUIREMENT:

You notice of termination based on a permissible “no fault” just cause **MUST** include the renter’s right to relocation assistance or a rent waiver. Relocation assistance shall be provided within 15 calendar days of service of the notice to quit.

If you decide to issue a rent waiver, the notice **MUST** provide the amount of the rent waived and state that no rent is due for the last month the tenancy in that amount.

NOTE: Failure to comply invalidates the notice.

Not my fault.

Nope.

Does this “just cause” requirement even apply to me?

Cal. Civ. Code 1946. 2 (e) This section **shall not** apply to the following residential real properties:

- Transient and tourist hotel occupancy (as defined by law);
- Housing accommodations in a nonprofit hospital, religious facility, licensed residential care facility for the elderly, as defined by the law;
- Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school;
- Owner-Occupied housing accommodations in which the tenant shares a bathroom or kitchen facilities with the owner who maintains principal residence with the residential real property;

Does this “just cause” requirement even apply to me?

Cal. Civ. Code 1946. 2 (e) This section **shall not** apply to the following residential real properties:

- Owner-occupied duplex in which one of the units is the owner’s primary residence at the beginning of the tenancy and the owner continues in occupancy;
- New Construction –housing that was issued a certificate of occupancy within the previous 15 years. This means some of the housing previously exempt under Costa Hawkins will now be subject to the State’s rent control provisions.
- Single-family homes and condominiums if 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.

Does this “just cause” requirement even apply to me?

Cal. Civ. Code 1946.2 (g):

(1) This section does not apply to the following residential real property:

(A) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted on or before September 1, 2019, in which case the local ordinance shall apply.

(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is “more protective” if it meets all of the following criteria:

(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.

(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.

(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.

Does this “just cause” requirement even apply to me?

Cal. Civ. Code 1946.2 (g):

(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.

(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.

Property Subject to the Law

- You are required to provide the following notice, 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 tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”
- For tenancies that started or were renewed on or after July 1, 2020, the above notice may be included as an addendum to the lease OR as a written notice signed by the renter, with a copy of the signed written notice provided to the renter.
- For tenancies that existed prior to July 1, 2020, the above notice MUST be provided as a written notice to the renter no later than **August 1, 2020** or as an addendum to the lease.

Property Exempt from the Law

If after all we learned today, you still think you are exempt, you **MUST** provide renters with written notice stating:

“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.”

This notice **MUST** be included in rental agreements that begin on or after July 1, 2020.

For tenancies that started prior to July 1, 2020, the rent agreement **MAY** but does not have to include the notice provision.

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