

**Just Cause Eviction Ordinance
Frequently Asked Questions
As of October 20, 2021**

What is the City of Santa Ana Just Cause Eviction Ordinance?

The City's Just Cause Eviction Ordinance is a local law that provides "just cause" eviction protections for most tenants that continuously and lawfully occupy a residential real property or mobilehome space for 30 days. The ordinance defines what causes are allowable for a property owner to seek eviction of a tenant. The ordinance went into effect on November 19th, 2021.

Are there properties that are exempt from the Just Cause Ordinance?

Yes. The following properties are exempt from the Just Cause Ordinance:

- Transient and tourist hotel occupancy
- Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, or an adult residential facility
- Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12 school
- Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property
- 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 a junior accessory dwelling unit
- 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
- Housing that has been issued a certificate of occupancy within the previous 15 years
- Residential real property that is alienable separate from any other dwelling unit provides that the owner is not following a real estate investment trust, a corporation, or a limited liability company and the tenants have been provided written notice that the residential property is exempt
- 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 with very low, low, or moderate income
- Housing that is subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income

Does the Just Cause Ordinance include mobilehome park sales?

Yes. In accordance with Government Code section 65863.7, any sale of a mobilehome park shall be considered a change of use. At least sixty (60) days prior to the sale of a mobilehome park, the Owner shall provide notice of such proposed sale to the mobilehome park residents and prepare a report on the impact of the sale of the mobilehome park, including a replacement and relocation plan that adequately mitigates the impact upon the ability of any displaced residents of the mobilehome park to be sold to find adequate housing in a mobilehome park, as applicable, pursuant to the requirements of Government Code section 65863.7.

Is the Just Cause Ordinance the same as rent stabilization?

No. The Just Cause Ordinance defines the reasons that a tenant may be evicted; it does not address or limit the amount of the rent, or an owner's ability to increase it. The City's Rent Stabilization Ordinance regulates the rate of rent increase that an existing tenant can receive. [To learn more about the Rent Stabilization Ordinance in the City of Santa Ana, please click here.](#)

AB 1482, the state's rent cap and just cause policy known as the Tenant Protection Act of 2019, became effective January 1, 2020. How does this interact with the City of Santa Ana's Just Cause Ordinance?

AB 1482 with certain exceptions, prohibits an owner of residential property from terminating a tenancy without just cause in California Civil Code section 1946.2. AB 1482 provides that a local ordinance adopted after September 1, 2019, requiring just cause for termination of a residential tenancy shall supersede California Civil Code section 1946.2 only if the ordinance is "more protective" than this section.

The Santa Ana City Council found that the provisions of the Just Cause Ordinance regulating just cause terminations or tenancies are more protective than California Civil Code section 1946.2 for the following reasons:

- The just cause for termination of a residential tenancy under this Ordinance is consistent with California Civil Code section 1946.2.
- This Ordinance provides additional tenant protections that are not prohibited by any other provisions of applicable law.

What's the difference between a lease termination, an eviction, and an unlawful detainer?

Evictions are generally understood as occurring whenever a residential tenant is forced out of a home by an action or decision of an owner or property manager. After an owner serves and files a lawful **Notice of Termination**, the tenant is required to vacate their home by the date stipulated on that notice. If they remain, the owner may file an **unlawful detainer complaint**, also known as an eviction notice, which specifies the

amount of time the tenant must vacate the property before they are forced to leave and are locked out.

Under the Just Cause Eviction Ordinance, when can a tenant be evicted?

Under the Just Cause Eviction Ordinance, tenants can only be evicted for one of the “just cause” reasons listed below, which is broken into two categories: At-Fault and No-Fault.

At-Fault: When a tenant has broken the rental agreement in one or more of the following ways:

- Failure to pay rent.
- Material breach of rental agreement.
- Maintaining, committing, or permitting a nuisance.
- Committing waste.
- Failure to sign a substantially similar lease.
- Committing criminal activity on the property or off the property that is directed at the owner.
- Assigning or subletting the premises in violation of the lease agreement.
- Refusing to allow owner to access premises.
- Using premises for an unlawful purpose.
- Failure to vacate after termination.
- Failure to move out after providing written notice.

No-Fault: A tenant who has not broken the rental agreement can still be evicted for the following reasons:

- Intent to occupy in which the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents want to move into the residential real property.
- Withdrawal of the residential real property from the rental market for at least 24 months.
- Government or court order.
- Intent to demolish or substantially remodel the residential real property.

Does an owner need to notify the tenant(s) about the Just Cause Eviction Ordinance? If so, how?

Yes. The owner shall post a notice, on a form prescribed by the City, providing information about the existence of the Just Cause Eviction Ordinance including protections related to immigration or citizenship status of tenant, as well as the right to relocation assistance in limited circumstances.

- For any Tenancy commenced or renewed on or after the effective date of this Ordinance November 19th, 2021, notice shall be provided as an addendum to the

lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

- For a Tenancy existing prior to the effective date of this Ordinance November 19th, 2021, written notice shall be provided to the tenant no later than thirty (30) days after the effective date of this Ordinance, or as an addendum to the lease or rental agreement.

The notification or lease provision must be no less than 12-point type, written in the language that the owner and tenant used to negotiate the terms of the Tenancy (e.g., Spanish, Chinese, Tagalog, Vietnamese and Korean), as well as English. The notice must be posted on a conspicuous location on the property. The notification shall include the following: "The Santa Ana Municipal Code provides that, after all of the tenants have continuously and lawfully occupied the property for at least thirty (30) days, an Owner must provide a statement of cause in any notice to terminate a Tenancy. See Division 4 of Article X of Chapter 8 of the Santa Ana Municipal Code for more information."

How does an owner notify the tenant of the termination of Tenancy for At-Fault just cause reason(s)?

1. The owner must serve a written notice, in the language that the owner and tenant used to negotiate the terms of the Tenancy, that indicates at least one at-fault just cause reason.
 - a. If the just cause is a curable lease violation (meaning the tenant can take action to fix or "cure" the violation):
 - i. The owner shall give notice of the violation to the tenant with an opportunity to cure the violation within a certain time period.
 - ii. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit or cure may thereafter be served to terminate the Tenancy.
 1. The three-day notice to quit or cure must:
 - a. Include a specific statement of the reasons for the notice with specific facts to help the tenant determine the date(s), place(s), witness(es), and circumstance(s) that support the reason(s) for the eviction.
 - b. Be dated and served upon the tenant and inform the tenant that failure to cure may result in the initiation of eviction proceedings, of the right to request reasonable accommodation, and the contact number for the City.
2. The owner must not accept rent or any other consideration in return for continued use of the residential property beyond the term of the terminated Tenancy.
3. The owner must qualify the termination as at-fault.
4. The owner must submit a true and accurate copy of the written notice of termination and proof of service on the tenant to the City within five (5) days after service on the tenant.

How does an owner notify the tenant of the termination of Tenancy for No-Fault just cause reason(s)?

1. The owner must serve a written notice, in the language that the owner and tenant used to negotiate the terms of the Tenancy, that indicates at least one no-fault just cause reason.
2. The owner must not accept rent or any other consideration in return for continued use of the residential property beyond the term of the terminated Tenancy.
3. The owner must qualify the termination as no-fault.
4. The owner must submit a true and accurate copy of the written notice of termination and proof of service on the tenant to the City within five (5) days after service on the tenant.

Does an owner need to provide tenants with relocation assistance after terminating a tenancy?

If an Owner issues a termination notice based on a no-fault just cause, the Owner must choose one of the following options below, regardless of the tenant's income:

1. Assist the tenant to relocate by providing a direct payment to the tenant:
 - The amount of relocation assistance or rent waiver shall be equal to three (3) months of the tenant's rent that was in effect when the Owner issued the notice to terminate the Tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.
 - If a tenant fails to vacate after the expiration of the notice to terminate the Tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subdivision shall be recoverable as damages in an action to recover possession.
 - The relocation assistance or rent waiver required by this section shall be credited against any other relocation assistance required by any other law.
2. Waive in writing the payment of rent for the final three (3) months of the Tenancy, prior to the rent becoming due.
 - The notice shall state the amount of rent waived and that no rent is due for the final three (3) months of the Tenancy.

An Owner's failure to strictly comply with this section shall render the notice of termination void.

What protections are there to prevent the retaliatory eviction of tenants?

If the main intent of the Owner in terminating a Tenancy or refusing to renew a Tenancy is retaliatory in nature, and if the tenant is not in default as to the payment of rent, then the Owner may not terminate the Tenancy or refuse to renew the Tenancy or cause the tenant to quit involuntarily.

A tenant may assert retaliation affirmatively or as a defense to the Owner's action regardless of the period of time which has elapsed between the tenant's assertion or exercise of rights under this Article and the alleged act of retaliation. Retaliation against a tenant because of the tenant's exercise of rights under this Article is prohibited. Retaliation claims may only be brought in court and may not be addressed administratively.

Does the Just Cause Ordinance provide protections to prevent the harassment of tenants?

Yes. [To learn more about the Just Cause Ordinance in the City of Santa Ana, please click here.](#)

What if an owner or tenant has violated the Just Cause Ordinance?

Contact the Rent Stabilization Program at rso@santa-ana.org or call (714) 667-2209 to speak with one of our representatives and learn more about what steps can be taken.

Definitions:

Who is the "Owner"?

Pursuant to Civil Code Section 1954.51, an Owner is 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.

What is "residential real property"?

Pursuant to Civil Code Section 1954.51, residential real property is any dwelling or unit that is intended for human habitation.

What is "tenancy"?

Tenancy means the lawful occupation of residential real property or mobilehome space and includes a lease or sublease, as such may be subject to local ordinance pursuant to the terms of the Costa-Hawkins Rental Housing Act, California Civil Code section 1954.50. et seq., and the Mobilehome Residency Law, Civil Code section 798, et seq.

Questions?

Please email us at rso@santa-ana.org or call (714) 667-2209. More information can also be found on our website www.santa-ana.org/renterprotections.