

TOWN OF SAN ANSELMO

RESOLUTION NO. 2024-4552

A RESOLUTION OF THE TOWN OF SAN ANSELMO ORDERING THE SUBMISSION TO THE QUALIFIED VOTERS OF THE TOWN OF SAN ANSELMO A JUST CAUSE EVICTION AND TENANT PROTECTION ORDINANCE AT THE GENERAL ELECTION TO BE HELD ON NOVEMBER 5, 2024 ADDING CHAPTER 2 “JUST CAUSE EVICTION AND TENANT PROTECTIONS” TO TITLE 20 “RENT STABILIZATION AND TENANT PROTECTIONS” ESTABLISHING TENANT PROTECTION REGULATIONS INCLUDING JUST CAUSE EVICTION REQUIREMENTS APPLICABLE TO CERTAIN RESIDENTIAL RENTAL UNITS

WHEREAS, the Town of San Anselmo (the “Town”) is a general law city incorporated under the laws of the State of California; and

WHEREAS, after a series of public community meetings and Town Council hearings, the Town Council adopted a rent stabilization ordinance on April 9, 2024; and

WHEREAS, the Council directed staff to return at a future date to allow the Town Council to consider adopting tenant protection provisions, including just cause eviction requirements; and

WHEREAS, at duly noticed public meetings on May 14, 2024 and May 28, 2024, a majority of the Town Council directed staff to return with Tenant Protection and Just Cause Eviction ordinance language for the Town Council’s review with the intent of placing the same on the ballot at the next regularly scheduled general election; and

WHEREAS, the California Legislature adopted the Tenant Protection Act of 2019, Civil Code, §§ 1946.2 and 1947.12-1497.13 (TPA), which established Statewide rent control and certain just cause tenancy termination requirements to for residential tenancies; and

WHEREAS, Section 1946.2 (g)(1)(B)(ii) of the TPA authorizes local tenant protection regulations that are adopted after September 1, 2019 that are more protective than the TPA; and

WHEREAS, pursuant to its police power under Article XI, Section 7 of the California Constitution, the Town may enact and enforce laws within its boundaries that promote the public health, safety, and general welfare that are not in conflict with general laws; and

WHEREAS, at its regularly scheduled and duly noticed Town Council meeting on June 25, 2024 the Town Council heard a staff report and public comment, and considered and discussed Just Cause Eviction and Tenant Protection regulations (the “Measure”) as attached hereto and incorporated herein; and

WHEREAS, at said meeting, the Town Council voted to place the Measure on the ballot at the November 5, 2024 General Municipal Election to be voted upon by the voters of the Town of San Anselmo; and

WHEREAS, the Measure is more protective than the provisions of the Tenant Protection Act, Civil Code section 1946.2; and

WHEREAS, pursuant to Elections Code section 9222, the Town Council has the authority to place local measures on the ballot to be considered at a General Municipal Election.

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF SAN ANSELMO DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Environmental Review.

The Town Council finds that this Resolution and the Measure are not a “project” within the meaning of Public Resources Code section 21065 and section 15378 of the California Environmental Quality Act (CEQA) Guidelines because there is no potential to cause a direct or reasonably foreseeable indirect physical change in the environment and is therefore not subject to CEQA review.

SECTION 2. Recitals.

The Town Council hereby finds and determines that the foregoing recitals are true and correct and are incorporated herein and by this reference are made an operative part hereof.

SECTION 3. Submission of Ballot Measure and Approval By Voters.

Pursuant to Elections Code section 9222, the Town Council hereby orders the Measure to be submitted to the voters of the Town of San Anselmo at the General Municipal Election to be held on Tuesday November 5, 2024. The Measure shall be in the form attached hereto as Exhibit “A” and is incorporated herein by reference. Pursuant to Elections Code section 9217, this Measure shall be deemed adopted as an Ordinance and take effect only if approved by a majority of registered voters in the Town of San Anselmo as provided for herein, and shall be deemed adopted and take effect ten (10) days after the Town Council has certified the results of that election.

SECTION 4. Ballot Question.

The Town Council, pursuant to Elections Code section 9222 and its right and authority, hereby orders that the Measure shall be presented and printed upon the ballot submitted to qualified voters in the manner and form set forth in this Section. On the ballot to be submitted to the qualified voters at the November 5, 2024 General Municipal Election, in addition to any other matters required by law, there shall be printed the following ballot question:

<p>"Shall the measure requiring owners of residential properties of 3 or more units (ADUs exempted) who terminate a tenancy for no tenant fault or lease violation on the tenant's part, provide measures such as longer notice, payment of relocation benefits if the tenant is required to move, the right to return to the unit upon similar terms if landlord re-rents within 5 years, and requiring payment for temporary tenant displacements, be adopted?"</p>	Yes
	No

SECTION 5. Conduct of Election. The Town Council of the Town of San Anselmo hereby requests that the Board of Supervisors of the County of Marin:

- (1) Consolidate the Town's General Municipal Election with any other applicable election conducted on November 5, 2024.
- (2) Pursuant to Elections Code section 10002, authorize and direct the County Registrar of Voters, at Town expense, to provide all necessary election services and to canvass the results of said election. The services shall be of the type normally performed by the Registrar of Voters in assisting the clerks of municipalities in the conduct of elections, including but not limited to checking registrations, mailing ballots, hiring election officers and arranging for polling places, receiving absentee voter ballot applications, mailing and receiving absentee voter ballots and opening and counting same, providing and distributing election supplies, and furnishing voting machines.
- (3) The Town Clerk of the Town of San Anselmo shall receive the canvass from the County as it pertains to the General Municipal Election and shall certify the results to the Town Council, as required by law.

SECTION 6. Impartial Analysis and Arguments For and Against Measure.

- (1) Primary arguments for or against the Measure shall be submitted no later than 5:00 p.m. on August 15, 2024.
- (2) Rebuttal arguments for or against the Measure shall be submitted no later than 5:00 p.m. on August 26, 2024.
- (3) Pursuant to State law, primary arguments for or against the Measure shall not exceed three hundred (300) words and shall be signed by no more than five persons.
- (4) Pursuant to State law, rebuttal arguments to the primary arguments for or against the Measure shall not exceed two hundred fifty (250) words and shall be signed by no more than five persons.

- (5) The Town Clerk shall comply with all provisions of law establishing priority of arguments for printing and distribution to the voters and shall take all necessary actions to cause the selected arguments to be printed and distributed to voters.
- (6) Pursuant to Elections Code section 9280, the Town Council directs the Town Clerk to transmit a copy of the Initiative to the Town Attorney. The Town Attorney shall prepare an impartial analysis for the Measure in compliance with State law. The Impartial Analysis shall be filed by the deadline set for filing primary arguments as set forth above.

SECTION 7. Transmittal of Resolution.

The Town Clerk shall submit a certified copy of this Resolution to the Board of Supervisors for the County of Marin.

SECTION 8. Severability.

If any provision of this Resolution or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of the Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Town Council hereby declares that it would have adopted this Resolution irrespective of the invalidity of any particular portion thereof.

SECTION 9. Effective Date of Resolution.

This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 25 day of June, 2024 by the following vote:

AYES: Councilmember: Colbert, Burdo, Fineman, Kullaway, Mayor Burke
NOES: Councilmember: None
ABSENT: Councilmember: None
ABSTAIN: Councilmember: None



Eileen Burke, Mayor

ATTEST: 
Serge Avila, Town Clerk

EXHIBIT "A"

The people of the Town of San Anselmo hereby Ordain that a new Chapter 2 "Just Cause Eviction and Tenant Protections" shall be added to Title 20 "Rent Stabilization and Tenant Protections" of the San Anselmo Municipal Code to read as follows:

20-2.101 Title. This Chapter shall be known as the "Just Cause Eviction and Tenant Protections Ordinance."

20-2.102 Applicability. This Chapter shall apply to property with three (3) or more residential rental units, none of which are exempt pursuant to this Chapter, and which are located on the same parcel or lot, or contiguous parcels or lots, under common ownership. Unless otherwise indicated herein, this Chapter shall apply when a tenant has lawfully and continuously occupied property for thirty (30) days or more.

20-2.103 Purpose. The purpose of this Chapter is to protect housing stability by protecting residential tenancies against arbitrary evictions, while ensuring that landlords maintain the ability to evict tenants for just cause. The Ordinance promotes the public health safety, and welfare.

20-2.104 Definitions. For the purposes of this Chapter the following definitions apply:

- (a) "Owner" and "residential real property" have the same meaning as those terms are defined in Civil Code section 1946.2.
- (b) "Tenancy" means the lawful occupation of residential real property, as may be subject to, and not exempt from, this Chapter.

20-2.105 Restriction on Residential Tenancy Termination Without Just Cause. Notwithstanding any other law, after a tenant has lawfully and continuously occupied residential real property for thirty (30) days or more, the owner of residential real property shall not terminate the tenancy without just cause as defined in Section 20-2.106, which shall be stated in a written notice to terminate tenancy.

20-2.106 Just Cause. The following circumstances constitute just cause for termination of a residential tenancy permitted by this Chapter.

- (a) At-Fault Just Cause. At-fault just cause means any of the following:
 - (1) Default in the payment of rent.
 - (2) A breach of a material term of the lease as described in Code of Civil Procedure section 1161(3), including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
 - (3) Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in Code of Civil Procedure section 1161(4).
 - (4) Committing waste as described in Code of Civil Procedure section 1161(4).
 - (5) The tenant had a written lease that terminated on or after the effective date of this Chapter, and after a written request or demand from the property owner, the tenant has refused to execute a written extension or renewal of the lease for an

additional term of similar duration with similar provisions and terms; provided, that those terms do not violate this Section or any other provision of law.

(6) Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat as defined in Penal Code section 422(a), on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

(7) Assigning or subletting the premises in violation of the tenant's lease, as described in Code of Civil Procedure section 1161(4).

(8) The tenant's refusal to allow the owner to enter the residential real property as authorized by Civil Code sections 1101.5 and 1954, and Health and Safety Code sections 13113.7 and 17926.1.

(9) Using the premises for an unlawful purpose as described in Code of Civil Procedure section 1161(4).

(10) The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in Code of Civil Procedure section 1161(1).

(11) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Civil Code section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the owner, but fails to deliver possession at the time specified in that written notice as described in Code of Civil Procedure section 1161(5).

(b) No-Fault Just Cause. No-fault just cause means any of the following:

(1) Intent to occupy

(i) Intent to occupy the residential real property by the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum of twelve (12) continuous months as that person's primary residence.

(ii) For leases entered into on or after the effective date of this Chapter, clause (i) shall apply only if the tenant agrees in writing to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the residential real property for a period of at least twelve (12) months.

(2) Withdrawal of the residential real property from the rental market under, and subject to, the provisions of the Ellis Act. Tenants shall be entitled to a minimum one hundred and twenty (120) day notice for evictions pursuant to the Ellis Act.

(3) Order to vacate property

(i) The owner complying with: an order issued by a government agency or court relating to habitability that necessitates vacating the property; an order issued by a governmental agency or court to vacate the property; or a local ordinance that necessitates vacating the property.

(ii) If it is determined by any government agency or court that the tenant is at fault for the condition(s) triggering the order or need to vacate under this subsection, the tenant shall not be entitled to relocation assistance under this Chapter.

(4) Intent to demolish or substantially remodel the residential real property. For purposes of this subparagraph, "substantially remodel" means that either of the following cannot be reasonably accomplished in a safe manner that allows the tenant to remain living in place and that requires the tenant to vacate the residential real property for at least 30 consecutive days: 1) the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a

governmental agency; and/or 2) the abatement of hazardous materials including lead-based paint, mold, or asbestos in accordance with applicable federal, state, and/or local laws. Cosmetic improvements alone including painting, decorating, minor repairs, or other work that can be performed safely without having the residential real property vacated do not qualify as a substantial remodel under this subparagraph.

20-2.107 Just Cause Curable Lease Violation. Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to Code of Civil Procedure section 1161(3). The written notice to cure the violation must be dated and served upon the tenant pursuant to one of the methods authorized Code of Civil Procedure section 1162 and must inform the tenant that failure to cure may result in eviction. If the violation is not cured within the time period set forth in the notice, a 3-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

20-2.108 Notices.

(a) Notice to tenants is required as follows:

(1) The owner of residential real property is required to provide written notice to tenants of their rights under this Chapter including the existence of this Chapter and the possible right to relocation assistance, as stated in this Section. The owner must provide notice on or before the commencement of all tenancies initiated after the effective date of this Chapter. For a tenancy existing prior to the effective date of this Chapter, the owner must give written notice to the tenant, or as an addendum to the lease or rental agreement, no later than thirty (30) days after the effective date of this Chapter.

(2) The owner must provide tenant with notice upon serving any notice of change in the terms of tenancy.

(3) For any tenancy commenced or renewed on or after the effective date of this Chapter the owner shall provide notice 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.

(4) The notification or lease provision shall state:

“The San Anselmo Municipal Code provides that after a tenant has continuously and lawfully occupied the property for at least 30 days, an owner must provide a statement of cause in any notice to terminate a tenancy. In addition, the San Anselmo Municipal Code provides tenants evicted for no-fault just cause with the right to relocation assistance and a 5-year right of return. See Title 20 of the San Anselmo Municipal Code for more information.”

(5) The owner of residential real property must provide the notice to tenants in writing if the application and lease are processed in writing, electronically if the application or lease are processed electronically, or both if both methods are utilized.

(b) Notice of Termination of Tenancy. When terminating a tenancy, the owner of residential real property must comply with the following, as applicable:

(1) If the owner is terminating the tenancy for an at-fault just cause reason, the owner must serve written notice pursuant to Civil Code sections 1946 through

1946.5 to the tenant that states, in addition to any other information required by federal or state law, that the owner will terminate the tenancy, and that indicates at least one at-fault reason.

(2) If the owner is terminating the tenancy for a no-fault just cause reason, the owner must serve written notice to the tenant at least ninety (90) days prior to the termination of the tenancy that states, in addition to any other information required by federal or state law:

(i) That the owner will terminate the tenancy, and that indicates at least one no-fault reason.

(ii) That the owner has not accepted and will not accept rent or any other consideration in return for the continued use of the residential real property beyond the term of the terminated tenancy.

(c) For all notices under this Section, when the owner and the tenant have entered into a written lease, the owner must provide the notice in the language used in the lease in addition to English, if different. When the owner and tenant do not have a written lease, the owner must provide the notice in the language that the owner and tenant used to negotiate the terms of the tenancy in addition to English, if different.

20-2.109 Relocation Assistance for No-Fault Just Cause Evictions.

(a) If an owner of residential real property issues a notice of termination based on a no-fault just cause reason as defined in this Chapter, the owner shall provide relocation assistance pursuant to this Section regardless of the tenant's income. Relocation assistance pursuant to this Section is only available to tenants who have lawfully and continuously resided in the residential rental unit for a period of ninety (90) days or longer.

(b) If the property owner has given the tenant a notice to terminate tenancy of one hundred and twenty (120) days or greater, then the amount of relocation assistance shall be equal to two (2) months of the tenant's rent that was in effect when the property owner issued the notice to terminate the tenancy.

(c) If the property owner has given the tenant a notice to terminate tenancy of less than one hundred and twenty (120) days, then the amount of relocation assistance shall be equal to three (3) months of the tenant's rent that was in effect when the property owner issued the notice to terminate the tenancy.

(d) For the relocation assistance due under this Section, the tenant may select to either deduct it from rent owed, or as a payment from the property owner upon the end of the tenancy.

(e) If a tenant fails to vacate after the expiration of the notice to terminate tenancy, the actual amount of any relocation assistance or rent deduction provided pursuant to this Section shall be recoverable by the residential property owner as damages in an action to recover possession.

(f) Relocation assistance is due within fifteen (15) days of service of the notice to terminate the tenancy.

(g) The relocation assistance required by this Section shall be credited against any other relocation assistance required by any other law.

20-2.110 Five-Year Right of Return Upon Same Terms. This Section shall apply to all no-fault just cause evictions pursuant to Section 20-2.106(b). If the residential rental unit from which the tenant was evicted is offered again for rent for residential

purposes within five (5) years of the date the unit was withdrawn, the property owner shall first offer the unit for rent to the displaced tenant at the same rental rate and terms, subject to any allowable rental adjustments available by law, if the tenant has advised the property owner in writing within thirty (30) days of the displacement of the tenant's desire to consider an offer to renew the tenancy and has furnished the property owner with an address to which that offer is to be directed. The displaced tenant may advise the property owner at any time during the eligibility of a change of address to which an offer is to be directed. If a property owner receives notice of a tenant's desire to consider an offer to renew the tenancy, the property owner shall notify that tenant of any change of owner address during the 5 year period to the tenant's last known address.

20-2.120 Short-Term Relocation Assistance.

(a) Where a tenant is displaced from a rental unit for renovation or repair work for a period of thirty (30) days or less, which work does not qualify as a substantial improvement pursuant to Section 20-2.106(b)(4), the property owner shall immediately make short-term relocation payments to the tenant as set forth in this Section. The tenant may elect not to receive short-term relocation assistance. If the tenant receives short-term relocation assistance, the tenant remains obligated to pay the lawful rent in effect when the tenant vacated. If the tenant has elected not to receive short-term relocation assistance, the tenant shall not be obligated to pay rent until the tenant re-occupies the unit. The property owner shall pay such short-term relocation benefits until the tenant re-occupies the unit or the tenant is lawfully evicted.

(b) The amount of short-term relocation assistance due under this Section shall be \$180 per day. The daily amount shall be adjusted annually based on the Consumer Price Index (All Urban Consumers, San Francisco-Oakland-Hayward region, or any successor designation)

20-2.130 Enforcement and Additional Tenant Protections.

(a) It shall be unlawful and a public nuisance for any person or legal entity to violate or fail to comply with any provision of this Chapter. The Town Attorney is authorized to abate violations and to enforce the provisions of this Chapter and all implementing regulations pursuant to the San Anselmo Municipal Code, civil action, injunctive relief, and/or any other proceeding permitted by law. All remedies are cumulative.

(b) A property owner's failure to comply with any requirement of this Chapter is an affirmative defense in an unlawful detainer or other action brought by the owner to recover possession of the rental unit.

20-2.140 Fees and Administrative Regulations.

(a) The Town Manager may adopt administrative procedures and regulations to implement the provisions of this Chapter.

(b) Property owners subject to this Chapter shall pay fees as established by Town Council resolution in order to fund the Town's cost to implement and enforce the provisions of this Chapter.

20-2.150 Exemptions. This Chapter shall not apply to the following:

(a) A unit in a hotel, motel, inn, tourist home, or rooming and boarding house which is rented primarily to transient guests for a period of less than 30 days, and other

transient occupancies as defined in Cal. Civil Code section 1940(b).

(b) A unit in an institutional facility, including a hospital, medical care facility, residential care facility, asylum, group home for seniors or the disabled; a rental unit in a transitional housing program that assists homeless persons as defined in Civil Code, Section 1954.12; a convent or monastery owned and operated by a religious organization; or a fraternity or sorority house affiliated with a college or university.

(c) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12 inclusive, school.

(d) Housing accommodations in which a tenant shares a bathroom or kitchen facilities with the owner who maintains their principal place of residence at the residential real property.

(e) Residential real property that is alienable, separate from the title to any other dwelling unit, including single-family residences, condominiums, and townhomes.

(f) A unit that the owner or the owner's immediate family occupied as their principal place of residence at the beginning of the tenancy so long as the owner or the owner's immediate family continues in occupancy.

(g) A unit permitted as an Accessory Dwelling Unit (ADU) or Junior Accessory Dwelling Unit (JADU).

(h) Two (2) or fewer residential rental units located on a parcel or lot, or contiguous parcels or lots, under common ownership.

20-2.160 Amendments. Any future changes or amendments of this Ordinance or any portion thereof, may occur in the manner set forth in State law, shall require a 4/5 vote of the Council, and shall not require a vote of the people. Any repeal of this Ordinance shall require a vote of the people.