

TEMPORARY LOCAL EMERGENCY ORDINANCE



INTRODUCTION

- Historic Rain Event
- State and Local State of Emergency Declared
- County of San Diego Adopted Emergency Ordinance
- Policy 105 Request – Local Emergency Ordinance



SAN DIEGO COUNTY ORDINANCE

- JUST CAUSE EVICTION
- RELOCATION REQUIREMENTS
- DELAY OF RESIDENTIAL RENT INCREASES



LOCAL ORDINANCE DISCUSSION

- Temporary/Permanent Relocation Requirements/Benefits
- Rent Increase Restrictions
- Tenants Right to Return



Relocation Benefit Options

OPTION 1

SECTION 4. SPECIFIC RELOCATION ASSISTANCE

WHERE A TENANT MUST BE TEMPORARILY DISPLACED FROM A UNIT TO ACCOMPLISH ANY NECESSARY REPAIRS AS A RESULT OF THE FLOOD, THE TENANT SHALL BE ENTITLED TO RECEIVE TEMPORARY RELOCATION ASSISTANCE CONSISTING OF ONE MONTH OF THE TENANT'S RENT IN EFFECT AS OF THE TIME OF THE TEMPORARY RELOCATION.

IN LIEU OF PROVIDING RELOCATION PAYMENT, THE LANDLORD MAY PROVIDE SAFE AND LEGAL HOUSING THAT IS EQUIVALENT IN SIZE, NUMBER OF BEDROOMS AND LOCATION WITHIN THE CITY FOR THE PERIOD THAT THE TENANT IS REQUIRED TO VACATE THE DWELLING, AS EVIDENCED BY A WRITTEN AGREEMENT BINDING THE PROPERTY OWNER TO PROVIDE SUCH REPLACEMENT HOUSING TENDERED TO THE TENANT FOR ACCEPTANCE.

OPTION 2

SECTION 4. SPECIFIC SHORT TERM RELOCATION ASSISTANCE

WHERE A TENANT MUST BE TEMPORARILY DISPLACED FROM A UNIT TO ACCOMPLISH ANY NECESSARY REPAIRS AS A RESULT OF THE FLOOD, THE TENANT SHALL BE IMMEDIATELY ENTITLED TO RECEIVE SHORT-TERM RELOCATION BENEFITS FROM THE LANDLORD AS SET FORTH BELOW:

THE FOLLOWING AMOUNTS SHALL BE PAID BY THE LANDLORD TO THE TENANT FOR EACH DAY OF DISPLACEMENT NOT TO EXCEED 30 DAYS:

- A. Hotel or motel accommodations: \$180 per household
- B. Meal expenses: \$__ per occupant

THE TENANT MAY CHOOSE NOT TO RECEIVE SHORT-TERM RELOCATION PAYMENTS. IF THE TENANT RECEIVES SHORT TERM RELOCATION PAYMENTS, THE TENANT REMAINS OBLIGATED TO PAY TO THE LANDLORD THE LAWFUL RENT IN EFFECT WHEN THE TENANT VACATES. IF THE TENANT HAS CHOSEN NOT TO RECEIVE SHORT-TERM RELOCATION PAYMENTS, THE TENANT SHALL NOT BE OBLIGATED TO PAY ANY RENT UNTIL THE TENANT REOCCUPIES THE UNIT.

IN LIEU OF PROVIDING RELOCATION PAYMENT, THE LANDLORD MAY PROVIDE SAFE AND LEGAL HOUSING THAT IS EQUIVALENT IN SIZE, NUMBER OF BEDROOMS AND LOCATION WITHIN THE CITY FOR THE PERIOD THAT THE TENANT IS REQUIRED TO VACATE THE DWELLING, AS EVIDENCED BY A WRITTEN AGREEMENT BINDING THE PROPERTY OWNER TO PROVIDE SUCH REPLACEMENT HOUSING TENDERED TO THE TENANT FOR ACCEPTANCE.

Residential Rental Increases

OPTION 1

SECTION 6. RENTAL INCREASES PROHIBITED

- A. DURING THE TERM OF THIS ORDINANCE, NO LANDLORD MAY INCREASE A TENANT'S RENT IN EFFECT AS OF THE EFFECTIVE DATE OF THIS ORDINANCE.
- B. A RESIDENTIAL REAL PROPERTY THAT IS EXEMPT FROM THE RENT LIMITS IMPOSED BY CIVIL CODE SECTION 1947.12 IS EXEMPT FROM THIS SECTION.
- C. THIS SECTION DOES NOT APPLY WHEN A UNIT LAWFULLY BECOMES VACANT AND THE LANDLORD SETS THE INITIAL RENT FOR A NEW TENANCY FOR A NEW TENANT.

OPTION 2

SECTION 6. RENTAL INCREASES LIMITED

- A. DURING THE TERM OF THIS ORDINANCE, NO LANDLORD MAY INCREASE A TENANT'S RENT BY ANY AMOUNT GREATER THAN __% OF CPI FOR THE PREVIOUS YEAR.
- B. JUST CAUSE, AS DEFINED IN SECTION 3 OF THIS ORDINANCE, DOES NOT INCLUDE A TENANT'S FAILURE TO PAY ANY INCREASE IN RENT FROM THE EFFECTIVE DATE OF THIS ORDINANCE UNTIL DECEMBER 31, 2024
- C. A RESIDENTIAL REAL PROPERTY THAT IS EXEMPT FROM THE RENT LIMITS IMPOSED BY CIVIL CODE SECTION 1947.12 IS EXEMPT FROM THIS SECTION.
- D. THIS SECTION DOES NOT APPLY WHEN A UNIT LAWFULLY BECOMES VACANT AND THE LANDLORD SETS THE INITIAL RENT FOR A NEW TENANCY FOR A NEW TENANT.
- E. THIS SECTION DOES NOT APPLY TO ANY RENT INCREASE FROM TAKING EFFECT FOR WHICH NOTICE WAS LAWFULLY PROVIDED TO A TENANT PRIOR TO JANUARY 22, 2024.

Residential Rental Increases

OPTION 3

SECTION 6. RENTAL INCREASES LIMITED

- A. DURING THE TERM OF THIS ORDINANCE, NO LANDLORD MAY INCREASE A TENANT'S RENT IN EFFECT AS OF THE EFFECTIVE DATE OF THIS ORDINANCE BY MORE THAN 10%.
- B. A RESIDENTIAL REAL PROPERTY THAT IS EXEMPT FROM THE RENT LIMITS IMPOSED BY CIVIL CODE SECTION 1947.12 IS EXEMPT FROM THIS SECTION.
- C. THIS SECTION DOES NOT APPLY WHEN A UNIT LAWFULLY BECOMES VACANT AND THE LANDLORD SETS THE INITIAL RENT FOR A NEW TENANCY FOR A NEW TENANT.
- D. THIS SECTION DOES NOT APPLY TO ANY RENT INCREASE FROM TAKING EFFECT FOR WHICH NOTICE WAS LAWFULLY PROVIDED TO A TENANT PRIOR TO JANUARY 22, 2024.

OPTION 4

SECTION 6. DELAY OF RESIDENTIAL RENT INCREASES

- A. DURING THE TERM OF THIS ORDINANCE, NO LANDLORD MAY INCREASE A TENANT'S RENT IN EFFECT AS OF THE EFFECTIVE DATE OF THIS ORDINANCE BY ANY AMOUNT GREATER THAN THE CPI FOR THE PREVIOUS YEAR.
- B. JUST CAUSE, AS DEFINED IN SECTION 3 OF THIS ORDINANCE, DOES NOT INCLUDE A TENANT'S FAILURE TO PAY ANY INCREASE IN RENT MADE DURING THE TERM OF THIS ORDINANCE.
- C. A RESIDENTIAL REAL PROPERTY THAT IS EXEMPT FROM THE RENT LIMITS IMPOSED BY CIVIL CODE SECTION 1947.12 IS EXEMPT FROM THIS SECTION.
- D. THIS SECTION DOES NOT APPLY WHEN A UNIT LAWFULLY BECOMES VACANT AND THE LANDLORD SETS THE INITIAL RENT FOR A NEW TENANCY FOR A NEW TENANT.
- E. THIS SECTION DOES NOT APPLY TO ANY RENT INCREASE FROM TAKING EFFECT FOR WHICH NOTICE WAS LAWFULLY PROVIDED TO A TENANT PRIOR TO JANUARY 22, 2024.

Right of First Refusal

SECTION 5.

RIGHT OF FIRST REFUSAL. ANY TENANT TEMPORARILY DISPLACED FROM A UNIT TO ACCOMPLISH ANY NECESSARY REPAIRS AS A RESULT OF THE FLOOD, SHALL BE GIVEN THE RIGHT OF FIRST REFUSAL TO REOCCUPY THE UNIT ONCE SAID UNIT BECOMES HABITABLE.

(1) THE OWNER OF SAID UNIT SHALL, AT THE TIME THE TENANT VACATES, PERSONALLY PROVIDE WRITTEN NOTICE ADVISING THE TENANT OF THE RIGHT OF FIRST REFUSAL. SAID NOTICE SHALL INCLUDE A CURRENT ADDRESS AND TELEPHONE NUMBER WHICH CAN BE USED BY THE TENANT TO CONTACT THE LANDLORD.

(2) IT SHALL BE THE TENANT'S RESPONSIBILITY TO PROVIDE THE LANDLORD OF SAID UNIT WITH CONTACT INFORMATION CONSISTING OF THE TENANT'S CURRENT ADDRESS AND/OR TELEPHONE NUMBER TO BE USED FOR FUTURE NOTIFICATION, AND TO PROVIDE UPDATED CONTACT INFORMATION TO THE LANDLORD UPON CHANGE OF SAID INFORMATION.

(3) THEREAFTER, WHEN SAID UNIT, BECOMES HABITABLE, THE LANDLORD SHALL GIVE WRITTEN NOTICE TO THE TENANT ADVISING SAID TENANT THAT THE UNIT IS READY FOR OCCUPANCY. SAID WRITTEN NOTICE SHALL BE MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

(4) IF THE LANDLORD CANNOT LOCATE A PREVIOUS TENANT AFTER TWO ATTEMPTS OVER A PERIOD OF TWO WEEKS MADE BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, OR IF THE TENANT HAS NOT RESPONDED WITHIN ONE WEEK AFTER RECEIVING THE NOTICE PROVIDED BY THE LANDLORD, THE LANDLORD SHALL BE DEEMED TO HAVE COMPLIED WITH THE RIGHT OF FIRST REFUSAL PROVISION OF THIS CHAPTER, AND THE TENANT'S RIGHT OF FIRST REFUSAL SHALL THEREAFTER BE FORFEITED.

Comments and Questions

