|  |  |  |
| --- | --- | --- |
| San Rafael Seal**For questions relating to this ordinance, please contact:**City of San RafaelCity Manager’s office1400 Fifth AvenueSan Rafael, CA 94901415-485-3056 T |  | Notice of Termination“Eviction Notice”The San Rafael Cause for Eviction Ordinance**About**Effective July 17, 2019, the City of San Rafael requires that Landlords provide cause for evicting residential Tenants. This notice is designed to help Landlords comply with the City’s Cause for Eviction Ordinance.**Applicability**The Cause for Eviction Ordinance applies to all properties in the City of San Rafael that contain at least three Dwelling Units. Excluded Dwelling Units include: Units owned or operated by any government agency; Units where the Rent is directly subsidized by a government agency; Units in affordable housing developments, Units occupied by a Tenant employed by the Landlord for the of managing the property; or any Unit occupied in whole or in part by the property owner or the property owner’s family members, including parents, children, brothers, sisters, aunts, uncles, nieces, and/or nephews. **Prerequisites to Terminate** Prerequisites to Terminate. No Landlord may terminate a residential tenancy of a Dwelling Unit unless the Landlord can demonstrate: 1. The Landlord possesses a valid business License in accordance with Chapter 10.04 of this Code; and 2. The Landlord has previously provided the Tenant with the Notice of Tenant Rights as required by Section 10.100.080 of this Code (i.e. Notice of Tenant’s Right to Request Mediation Services), or can otherwise demonstrate timely, good faith substantial compliance with the noticing requirements listed therein and in this Chapter; and 3. The Landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the Dwelling Unit beyond the term of the terminated tenancy in compliance with California Civil Code sections 1945, 1946, and 1946.1; and 4. The termination qualifies as a For Cause or No Fault termination, as set forth in SRMC § 10.105.040(B).***\*Eviction Notice must be provided in the same language as the original Lease Agreement*** |

Notice of Termination

“Eviction Notice”

The San Rafael Cause for Eviction Ordinance

**1. PROPERTY**

**Dwelling Unit Address**: Click or tap here to enter text.

**2. LANDLORD’s Contact Information**

**Name:** Click or tap here to enter text.

**Mailing Address:** Click or tap here to enter text.

**Email Address** (*optional*): Click or tap here to enter text.

**Telephone:** Click or tap here to enter text.

**3. TENANT’s Contact Information and Service of Process Location**

**Name:** Click or tap here to enter text.

**Mailing Address:** Click or tap here to enter text.

**Email Address** (*optional*): Click or tap here to enter text.

**Telephone:** Click or tap here to enter text.

**4. RENTAL HISTORY**

**Date of move-in to this rental unit:** Click or tap to enter a date.

**Monthly Rent at Move-in:** Click or tap here to enter text.

**Current rent:** Click or tap here to enter text.

**Are the rent payments current for the rental unit?**

**If NO, What is the Remaining Balance:** Click or tap here to enter text.

**5. NOTICE OF EVICTION**

**Date of final tenancy:** Click or tap to enter a date.

**Number of days from delivery of Notice of Termination until final day of tenancy:** Click or tap here to enter text.

**6. REASON FOR EVICTION (Check one or more boxes on the following page)**

**Please attach supplemental information as needed**

|  |
| --- |
|[ ]  **Failure to Pay Rent**. Tenant failed to pay Rent within three days of receiving written notice from the Landlord demanding payment as provided in subsection 2 of California Code of Civil Procedure section 1161. |
|[ ]  **Breach of Rental Contract**. Tenant violated a material term of the rental agreement so as to give rise to Landlord’s rights and obligations as set forth in California Code of Civil Procedure section 1161. |
|[ ]  **Tenant Illegal Activities**. Tenant has been using the Dwelling Unit for an illegal purpose as provided in subsection 4 of California Code of Civil Procedure section 1161, including but not limited to the unlawful distribution of a controlled substance as contemplated by California Civil Code section 3486, the unlawful use, manufacture, or possession of weapons and ammunition as contemplated by California Civil Code section 3485, or for a serious crime or violent felony as defined by applicable law, which occurred during the tenancy and within 1,000 feet of the Dwelling Unit. For purposes of this subsection, Tenant Household, after receiving a written notice, may cure the violation by removing, and demonstrating such removal, of the offending Tenant, provided, however, that such right to cure may not be exercised more than one time in any twelve-month period. |
|[ ]  **Threat of Violent Crime**. Any statement made by a Tenant, or at his or her request, by his or her agent to any person who is on the property that includes the unit or to the Landlord, or his or her agent, threatening the commission of a crime which will result in death or great bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is so unequivocal, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety; |
|[ ]  **Nuisance Behavior**. The Tenant, after written notice to cease and the passage of a reasonable period of time to abate or cure, continues to be so disorderly or to cause such a nuisance as to interfere with the peace, quiet, comfort, or safety of the Landlord or other Tenants of the structure or rental complex containing the Dwelling Unit. Such nuisance or disorderly conduct includes violations of state and federal criminal law that interfere with the peace, quiet, comfort, or safety of the Landlord or other Tenants of the structure or rental complex containing the Dwelling Unit, or the creation or maintenance of a dangerous or unsanitary condition in violation of applicable local, state, and federal law, and may be further defined in Guidelines adopted by the CDD Director.  |
|[ ]  **Landlord Will Permanently Remove Unit from Rental Market**. Landlord will imminently demolish the Dwelling Unit or otherwise permanently remove the Dwelling Unit from any residential rental use or purpose, in accordance with California Government Code sections 7060 – 7060.7. |
|[ ]  **Landlord Will Move in to Dwelling Unit**. Landlord, or one of Landlord's family members, including parents, children, brothers, sisters, aunts, uncles, nieces, and/or nephews, intends to move into and reside in the Dwelling Unit as his, her, or their Primary Residence. The Dwelling Unit must be occupied as the Primary Residence within three months of the Tenant household vacating the Dwelling Unit, and the Dwelling Unit must continue to be occupied as the Primary Residence for at least one year.  |
|[ ]  **Substantial Rehabilitation for Health and Safety**. Landlord has applied for or obtained permits to undertake substantial repairs to the Dwelling Unit that cannot be completed while the Dwelling Unit is occupied. To qualify, such substantial repairs must be for the primary purpose of bringing the Dwelling Unit into compliance with applicable law. |
|[ ]  **Tenant’s Refusal to Execute Lease**. Tenant refuses to accept a lease at the outset of the tenancy, or to renew a lease on terms substantially similar to the Tenant’s existing lease. |

**Please attach supplemental information as needed**