



# NOTICE OF TENANT RIGHTS

## YOUR RIGHTS AS A TENANT

*Do you rent a residential unit in the City of Petaluma? If so, then you should know about new rules that may protect you from some evictions, provide proper notice for evictions, and/or pay you money to cover relocation costs when you are evicted.*

This is a notice of tenants' rights under the City's Residential Tenancy Protections (Tenant Protections). The City's Tenant Protection amendments take effect on June 15, 2023.<sup>1</sup> The Tenant Protections regulations can be found here: [cityofpetaluma.org/tenantprotections](http://cityofpetaluma.org/tenantprotections)

### THE CITY'S TENANT PROTECTIONS DO:

- Provide tenant protections beyond those in the state law including eviction protections and rent control in the Tenant Protection Act of 2019.<sup>2</sup>

### THE CITY'S TENANT PROTECTIONS DO NOT:

- Establish local rent control.

### THIS NOTICE MUST BE PROVIDED TO TENANTS:

- In English and Spanish, or the language of their lease<sup>3</sup>,
- When renewing a rental agreement,
- When entering into a new rental agreement,
- When providing notice of a rent increase,
- Within 30 days after the City has amended this notice and provided a landlord the new notice,
- Before terminating a rental agreement,
- Before selling a rental property, and
- Within 30 days after acquiring title to property.<sup>4</sup>

Landlords CANNOT raise rents or terminate a tenancy for units protected under the Ordinance, until this notice has been provided to a tenant.<sup>5</sup> The Tenant Protections also provide the option for tenants to defend against a rent increase or tenancy termination. If a tenant is successful, they may recover their attorneys' fees and other costs from the court.<sup>6</sup>

<sup>1</sup> Ordinance no. 2823 N.C.S., codified in Chapter 6.60 of the Petaluma Municipal Code (PMC).

<sup>2</sup> Government Code §§1945.2 and 1947.12 - 1947.13..

<sup>3</sup> Government Code §§1945.2 and 1947.12 - 1947.13..

<sup>4</sup> PMC §6.60.040(B)

<sup>5</sup> PMC §6.60.040(C)

<sup>6</sup> PMC §6.60.100(A)



## PROPERTIES COVERED BY THE CITY'S RESIDENTIAL TENANCY PROTECTIONS

The City's Residential Tenancy Protections apply to all residential rental properties in Petaluma<sup>7</sup>, **except**:

- Units owned by small property owners when notice is provided.
  - Small Property Owners are: Owners who own 3 or fewer units and who are NOT real estate investment trusts, corporations, or limited liability companies w/ at least 1 corporate member
  - Required notice must be provided in writing and must state the following:
    - “The property is not subject to the just cause requirements in Section 1946.2 of the Civil Code or in Chapter 6.60 Petaluma Municipal Code, and the owner is not a real estate investment trust, corporation, or limited liability company with at least one corporate member, and owns three or fewer residential units in Petaluma.”
- Transient and tourist occupancies.
- Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly
- Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
- **Temporary Tenancies** - Tenancies that are: 1) for a term of less than 1 year, and 2) the lease states that the tenancy is temporary and that the owner will move in as their permanent residence.
- **Tenant Property Managers** - Any dwelling unit occupied by a tenant who is employed by a landlord for the purpose of managing the property or by a tenant who is permitted to reside in the dwelling unit in consideration of managing the property.
- **Units Shared with Owner** - Any dwelling unit in which the owner resides with a tenant or tenant household as the owner's primary residence and in which the owner shares a bathroom or kitchen with the tenant or tenant household.<sup>8</sup>

## PERMITTED REASONS FOR TERMINATING A TENANCY

In some cases, landlords choose to terminate residential tenancies for reasons related to actions taken by the tenants. Qualifying reasons (called “At-fault.”) are<sup>9</sup>:

1. **Failure to pay rent:** The tenant failed to pay rent within three days of receiving written notice from the landlord demanding payment.
2. **Breach of rental agreement:** The tenant has violated a material term of the rental agreement, received notice, and did not comply.
3. **Tenant illegal activity:** The tenant has committed criminal activity on the property or at the owner or owner's agent.
4. **Unlawful use of Premises.** The tenant is using the premises for an unlawful purpose as described in Section 1161 of the Civil Code.
5. **Nuisance:** The tenant has maintained, committed, or permitted a nuisance; or tenant household continues to create or permit a nuisance after written notice to cease.
6. **Failure to Give Access:** The tenant has refused to provide legal access to the landlord after written notice.
7. **Committing Waste:** Tenant has committed waste as described in Section 1161 of the Civil Code.

7 PMC §6.60.030(A)

8 PMC §6.60.030(B)

9 PMC §6.60.050(B)



- 8. **Refusal to Enter a New Lease:** The tenant had a written lease after the effective date of the Ordinance and after a written request from the landlord, the tenant refused to execute a written renewal of the lease with similar terms.
- 9. **Prohibited Assignment, Subletting:** Assignment or subletting the premises in violation of the tenant's lease.
- 10. **Failure to Vacate:** The tenant fails to vacate after their termination as an employee to the landlord.
- 11. **Failure to Deliver Possession:** The Tenant fails to deliver possession of the property after providing landlord written notice of intent to terminate the rental.

Under the City's Tenant Protections, landlords can terminate residential tenancies for reasons that are not the fault of the tenant (called "no-fault,"). The reasons that qualify under the "no fault" terminations are<sup>10</sup>:

- 1. Termination of a residential tenancy to permanently withdraw a residential rental property from the rental market.
- 2. Termination of a residential tenancy to permit the landlord or one of the landlord's relatives to reside in the property as their primary residence.
- 3. Termination of a residential tenancy for substantial repairs to the rental property that cannot be completed while the unit is occupied to comply with health and safety codes after the landlord has obtained all necessary permits for the repair work.
- 4. The owner is complying with either an order issued by a government agency or court that requires tenant to vacate the property.<sup>11</sup>

If a tenancy is terminated for any of the reasons above, the tenant is entitled to relocation benefits.

Limitation for terminations:

- 1. A landlord may not terminate a tenancy in retaliation for a tenant exercising their rights of the Tenant Protections.<sup>12</sup>

## RIGHTS TO RELOCATION ASSISTANCE <sup>13</sup>

If Landlord terminates a tenancy to permanently remove unit from the market, owner to occupy unit, for substantial rehabilitation, or government order, the tenant is entitled to relocation assistance. The assistance can be a direct payment or credit towards payments due.

### AMOUNT OF RELOCATION ASSISTANCE:

- 250% of one month of rent or \$9,000 whichever is less.

## RIGHT OF FIRST REFUSAL

If an owner terminates a tenancy for a "no-fault" reason of the tenant, the Owner must re-offer the dwelling unit to the displaced tenant for six months after displacement if the property is offered for rent.

<sup>10</sup> PMC §6.60.030(D)

<sup>11</sup> PMC §6.60.050(D)

<sup>12</sup> PMC §6.60.110

<sup>13</sup> PMC §6.60.080



## TENANT PROTECTIONS RELATED TO IMMIGRATION OR CITIZENSHIP STATUS

Per Civil Code Section 1940.35, it is unlawful for a landlord to disclose to any immigration authority, law enforcement agency, or local, state, or federal agency information regarding or relating to the immigration or citizenship status of any tenant, occupant, or other person known to the landlord to be associated with a tenant or occupant, for the purpose of, or with the intent of, harassing or intimidating a tenant or occupant, retaliating against a tenant or occupant for the exercise of his or her rights, influencing a tenant or occupant to vacate a dwelling, or recovering possession of the dwelling, irrespective of whether the tenant or occupant currently resides in the dwelling.

Per Code of Civil Procedure 1161.4, a landlord shall not cause a tenant or occupant to quit involuntarily or bring an action to recover possession because of the immigration or citizenship status of a tenant, occupant, or other person known to the landlord to be associated with a tenant or occupant, unless the landlord is complying with any legal obligation under any federal government program that provides for rent limitations or rental assistance to a qualified tenant.

## HOW TO GET HELP

### PETALUMA PEOPLE SERVICE CENTER

- Free, non-biased services to all tenants, agents, and landlords who live in, manage, or own property in Petaluma.
- Phone: 707-765-8488

### CITY OF PETALUMA HOUSING MANAGER

- Questions about the City's rules and submitting required forms.
- Email: [tenantprotections@cityofpetaluma.org](mailto:tenantprotections@cityofpetaluma.org)

### LEGAL AID OF SONOMA COUNTY

- Help with eviction defense, Section 8 issues, mobile home park support, habitability problems, and price gouging for low-income tenants.
- Phone: 707-843-4432

