

**SAN RAFAEL MUNICIPAL CODE CHAPTER 10.105 IMPLEMENTATION GUIDELINES**  
**CAUSE REQUIRED FOR EVICTION ORDINANCE NO. 1972**

Issued: July 17, 2019

- 1. Title.** Sections 1 through 6, inclusive, and Appendix A: Forms and Model Documents, are individually and collectively referred to as the "Guidelines," as authorized by San Rafael Municipal Code Chapter 10.105 (hereinafter "the Ordinance.")

- 2. Definitions.** Capitalized terms used in these Guidelines have the meanings provided below. Capitalized terms not otherwise defined in the Guidelines have the meanings provided in the Ordinance.
- a. "City" means the City of San Rafael.
  - b. "Ordinance" means Cause Required for Eviction Ordinance No. 1972.
  - c. "CDD Director" means the City Community Development Department Director or their designee unless otherwise specified.
  - d. "Guidelines" means any written regulations and forms for the administration and implementation of this Chapter adopted by the CDD Director.
  - e. "Dwelling unit" for purposes of this Chapter means one or more rooms designed, occupied or intended for occupancy as separate living quarters, with a kitchen, sleeping facilities, and sanitary facilities for the exclusive use of one household, but not including any such 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.
  - f. "Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive Rent for the use and occupancy of any Dwelling Unit or portion thereof.
  - g. "Tenant" means a person entitled by written or oral agreement, or by sufferance, to the use or occupancy of a Dwelling Unit.
  - h. "Tenant Household" means all Tenant(s) who occupy any individual Dwelling Unit, and each minor child, dependent, spouse or registered domestic partner of any Tenant whose primary residence is the Dwelling Unit.
  - i. "Rent" means the consideration, including any funds, labor, bonus, benefit, or gratuity, demanded or received by a Landlord for or in connection with the use and occupancy of a Dwelling Unit and the housing services provided therewith, or for the assignment of a rental agreement for a Dwelling Unit.
  - j. "Notice of Termination" means a written notice that includes all of the components identified in Section 10.105.050.
  - k. "For Cause" termination has the meaning provided in subsection (B) of Section 10.105.040.
  - l. "No Fault" termination has the meaning provided in subsection (C) of Section 10.105.040.

### 3. Applicability

#### a. Dwelling Units Covered by the Ordinance.

- i. This Ordinance applies to all properties in the City of San Rafael that contain at least three: (1) Dwelling Units in a multifamily or multipurpose dwelling; (2) Dwelling Units in Single Room Occupancy residential structures; or (3) units in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the San Rafael Municipal Code, which is hired, rented, or leased to a household within the meaning of California Civil Code Section 1940.

#### b. Dwelling Units Excluded by the Ordinance.

- i. Any Dwelling Unit for which one of the following is true: (a) the Dwelling Unit is owned or operated by any government agency; or (b) the Rent is directly subsidized by a government agency such that the Tenant's portion of the Rent does not exceed 30% of household income; or
- ii. Any Dwelling Unit located in a development where no fewer than forty-nine percent (49%) of the Dwelling Units are subject to legally binding restrictions enforceable against and/or governing such units that limit the Rent to no more than an affordable rent, as such term is defined in California Health & Safety Code Section 50053; or
- iii. Any Dwelling Unit occupied by a Tenant employed by the Landlord for the purpose of managing the property; or
- iv. Any Dwelling 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.

#### 4. Landlord Options at End of Lease Term

- a. Landlord Options. If, at the conclusion of any term of tenancy, a Landlord desires to terminate the tenancy for a Dwelling Unit subject to the Ordinance, the Landlord must comply with SRMC Chapter 10.105 which provides that no landlord may terminate a residential tenancy of a dwelling unit unless the landlord has complied with the prerequisite criteria to terminate a tenancy (SRMC § 10.105.040(A)) and can establish circumstances for a for-cause termination (SRMC § 10.105.040(B)) or circumstances for a no-fault termination (SRMC § 10.105.040(C).)
- b. Upon the conclusion of a term of tenancy the Landlord must permit the tenancy to continue in accordance with California Civil Code Section 1945 or pursue one of the following options:
  - i. Renew the Rental Agreement. At the conclusion of any term of tenancy, a Landlord may offer to renew a rental agreement for a Dwelling Unit.
  - ii. Propose New Terms of Tenancy. At the conclusion of any term of tenancy, a Landlord may provide notice of new proposed terms of tenancy in accordance with California Civil Code Section 827.
- c. No Rent Limitation. The Ordinance does not and shall not be interpreted to limit a Landlord's ability to establish the initial and all subsequent Rents for Dwelling Units.

## 5. Prerequisites to Terminate

- a. Prerequisites to Terminate. No Landlord may terminate a residential tenancy of a Dwelling Unit unless the Landlord can demonstrate:
  - i. The Landlord possesses a valid business License in accordance with Chapter 10.04 of this Code; and
  - ii. 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
  - iii. 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
  - iv. The termination qualifies as a For Cause or No Fault termination, as set forth in SRMC § 10.105.040(B).

## 6. Notice of Termination

- a. Contents of Notice of Termination. In addition to any information required by state or federal law, each Notice of Termination subject to this Chapter must include the following information:
  - i. The name and address of the Landlord where the Landlord will accept service of process; and
  - ii. The location of the Dwelling Unit; and
  - iii. The total length of the notice prior to termination of tenancy (expressed as number of days from delivery of notice until the anticipated final date of tenancy); and
  - iv. The intended final date of occupancy under the tenancy; and
  - v. The monthly Rent applicable to the tenancy upon delivery of the Notice; and, if applicable, the date on which the final monthly Rent is due; and
  - vi. The beginning date of the tenancy and the monthly Rent applicable at the time; and
  - vii. One applicable cause for which the tenancy will be terminated, in accordance with SRMC § 10.105.040.
- b. Language of Notice of Termination. If the Tenant's rental agreement was negotiated in a language other than English, then the Landlord shall provide the Notice of Termination in the language in which the rental agreement was negotiated.
- c. Delivery of Notice. Each Notice of Termination must be delivered to the Tenant Household in accordance with Civil Code sections 1946 and 1946.1, as applicable.
- d. Extended Notice. Each Tenant household whose tenancy is terminated pursuant to subsection (C)(1) of Section 10.105.040 (Landlord will permanently remove unit from rental market) must receive notice of the termination at least one hundred twenty (120) days prior to the intended final date of occupancy under the tenancy.