

## NOTICE FROM PROPERTY OWNER: JCEO

The City of Santa Ana has established a Just Cause Eviction Ordinance (JCEO) effective as of November 19<sup>th</sup>, 2021. The Just Cause Eviction Ordinance is a local law that provides “just cause” eviction protections for most tenants that continuously and lawfully occupy a residential real property or mobilehome for 30 days. The ordinance defines what causes are allowable for a property owner to seek eviction of a tenant. The full ordinance can be found on the City’s website at [www.santa-ana.org/renterprotections](http://www.santa-ana.org/renterprotections).

### **Types of Just Causes**

Under the Just Cause Eviction Ordinance, tenants can only be evicted for one of the “just cause” reasons summarized and listed below, which is broken into two categories: At-Fault and No-Fault.

**At-Fault:** Tenant has broken the rental agreement in one or more of the following ways:

- Failure to pay rent.
- Material breach of rental agreement.
- Maintaining, committing, or permitting a nuisance.
- Committing waste contrary to the conditions or covenants of the tenant’s lease.
- Failure to sign a substantially similar lease.
- Committing criminal activity on the property or off the property that is directed at the owner, members of the tenant’s household, or other tenants of the property.
- Assigning of subletting the premises in violation of the lease agreement.
- Refusing to allow owner to access premises.
- Using premises for an unlawful purpose.
- Failure to vacate after termination.
- Failure to move out after providing written notice.

**No-Fault:** Tenant who has not broken the rental agreement can be evicted for the following reasons:

- Intent to occupy in which the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents want to move into the residential real property.
- Withdrawal of the residential real property from the rental market for at least 24 months.
- Government or court order.
- Intent to demolish or substantially remodel the residential real property.
  - The Owner must provide advance notice to the tenant of the ability to reoccupy the unit upon completion of the repairs, or if requested by the tenant, the right of first refusal to any comparable vacant rental unit which has been offered at comparable rent owned by the Owner; and
  - In the event the Owner seeks to rent the remodeled unit within six (6) months following the completion of the remodeling work, the evicted tenant shall have the right of first refusal to reoccupy and rent the unit, unless the Owner provides a written waiver by the tenant of their right to reoccupy the premises pursuant to this subsection.

Property owners are required to provide tenants that are evicted for No-Fault Just Cause reason(s) relocation assistance. Such assistance must be provided regardless of the tenant's income and within 15 days of service of the eviction notice. Owners may provide relocation assistance in one of two ways: a direct payment of 3 months' rent, or waiving in writing the payment of the final 3 months of rent.

## Tenant Notice Requirements

The property owner is required to provide this written notice to tenants of their rights under the Ordinance, providing information about the existence of the Just Cause Eviction Ordinance, including protections related to immigration or citizenship status of tenant, as well as the right to relocation assistance in limited circumstances. This written notice can also be found at [www.santa-ana.org/renterprotections](http://www.santa-ana.org/renterprotections).

- For any Tenancy commenced or renewed on or after the effective date of this Ordinance, notice must be provided 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.
- For a Tenancy existing prior to the effective date of this Ordinance, written notice shall be provided to the tenant no later than thirty (30) days after the effective date of this Ordinance, or as an addendum to the lease or rental agreement.
- Tenant shall herein be informed about the following protections related to immigration or citizenship status, as may be amended:
  - “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.” *California Civil Code* section 1940.35(a).
  - “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.” *California Code of Civil Procedure* section 1161.4(a).
- Additionally, Anti-Harassment provisions prohibit the Owner from threatening or intimidating a tenant based on their immigration or citizenship status.

The notice must be no less than 12-point type, written in the language that the owner and tenant used to negotiate the terms of the tenancy (e.g., English, Spanish, Chinese, Tagalog, Vietnamese and Korean). This translated notice can be found on the City’s website in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean at [www.santa-ana.org/renterprotections](http://www.santa-ana.org/renterprotections). **The notice must also be posted in a conspicuous location on the property.**

## Notice of Tenancy Termination

The Santa Ana Municipal Code provides that after all of the tenants have continuously and lawfully occupied the property for at least thirty (30) days, an Owner must provide a statement of cause in any notice to terminate a Tenancy. See Division 4 of Article X of Chapter 8 of the Santa Ana Municipal Code for more information.

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 paragraph (3) of Section 1161 of the Code of Civil

Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the Tenancy.

Any written notice to cease or correct must:

- a. Be dated and served upon the tenant, pursuant to at least one of the methods authorized under California Code of Civil Procedure Section 1162, as may be amended;
- b. Inform the tenant that failure to cure may result in the initiation of eviction proceedings;
- c. Inform the tenant of the right to request a reasonable accommodation;
- d. Inform the tenant of the contact number for the Eviction Defense Fund or the City if no such fund exists; and
- e. Include a specific statement of the reasons for the written notice to cease or correct with specific facts to help the tenant determine the date(s), place(s), witness(es), and circumstance(s) that support the reason(s) for the eviction.

When terminating a Tenancy for either at-fault or no-fault, an Owner must comply with all of the following:

- a. The Owner must serve a written notice in accordance with Civil Code sections 1946 through 1946.5, to the tenant that states that, in addition to any information required by federal or State law, the Owner will terminate the Tenancy, and that indicates at least one at-fault or no-fault just cause reason as provided in section 8-1994(b); and
- b. The Owner has not accepted and will not accept rent or any other consideration in return for the continued use of the residential property beyond the term of the terminated Tenancy in compliance with Civil Code sections 1945 through 1946.5; and
- c. The Owner qualifies the termination as at-fault or no-fault just cause, as specified in section 8-1994(b); and
- d. The Owner has submitted to the City, within five (5) days after service of the notice of termination on the tenant, a true and accurate copy of the Owner's written notice of termination, and proof of such service, signed under penalty of perjury, on the tenant. The Owner shall maintain proof of service to the City as evidence that the Owner has complied with this section.
- e. 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 you have any questions, please email us at [rso@santa-ana.org](mailto:rso@santa-ana.org) or call (714) 667-2209. More information can also be found on our website at [www.santa-ana.org/renterprotections](http://www.santa-ana.org/renterprotections).

**Optional:**

**I hereby certify that I have received this written notice with information on the existence and scope of the Just Cause Eviction Ordinance and my rights under the Ordinance.**

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Signature

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Date