

City of Santa Ana
Rent Stabilization and Just Cause Eviction Ordinance
Frequently Asked Questions

What is the City of Santa Ana Rent Stabilization and Just Cause Eviction Ordinance?

The City’s Rent Stabilization and Just Cause Eviction Ordinance is a local law that limits rent increases above the allowable limit within a 12-month period for certain residential rental units and mobilehome spaces in the City. The Ordinance also provides “just cause” eviction protections for most tenants that continuously and lawfully occupy a residential real property or mobilehome space for 30 days. The Ordinance defines what causes are allowable for a property owner to seek eviction of a tenant.

What amendments have been made to the City of Santa Ana Rent Stabilization and Just Cause Eviction Ordinance as of November 18th, 2022?

On October 18, 2022, the Santa Ana City Council adopted an Ordinance amending the Rent Stabilization and Just Cause Eviction Ordinances. The amended Ordinance combines the previous two ordinances and adds additional provisions. The amended Ordinance is effective as of November 18th, 2022.

As of November 18, 2022, the following amendments have been made to the Ordinance:

Amendment	Section	Effective Date	Description
Definition of “Rent”	Section 8-3102	November 18, 2022	The definition of “Rent” now includes any amount included in the Rent for utilities (unless separately billed to the Tenant by the utility company).
Mobilehome Residency Law	Section 8-3104	November 18, 2022	The provisions of the Ordinance shall not supersede the regulations of the state Mobilehome Residency Law.
Capital Improvement Petition	Section 8-3143	July 1, 2023, or as modified by resolution of the City Council	A Landlord may submit a Capital Improvement Petition requesting a pass-through cost to the Tenants to cover expenses incurred by the Landlord to complete Capital Improvements for the Rental Unit.
Tenant Petition	Section 8-3144	July 1, 2023, or as modified by resolution of the City Council	A Tenant may submit a Petition to request to have a rent increase or passthrough expense reviewed, a reduction in rent based on decreased Housing Services or habitability concerns, or any violation of the Ordinance.
Petition Process	Section 8-3145	November 18, 2022	Petitions will be thoroughly reviewed by staff upon receipt. An impartial Hearing Officer shall conduct a hearing to act upon the Petition.
Voluntary Mediation	Section 8-3146	Upon Mediator appointment	Voluntary mediation services shall be provided by a neutral third party.
Exemption Removed	Section 8-3147	November 18, 2022	The following provision is no longer exempt from Rent Stabilization: “Residential real property in which each of the units have been substantially rehabilitated within the previous 15 years. For purposes of this section, “substantially rehabilitated” shall mean that the cost

			to rehabilitate the residential real property was at least \$40,000 per unit.”
Rental Registry	Section 8-3160	July 1, 2023, or as modified by resolution of the City Council	Owners of residential rental units subject to Rent Stabilization must provide tenancy information for each unit on an annual basis.
Rental Registry Fee	Section 8-3161	July 1, 2023, or as modified by resolution of the City Council	Owners of residential rental units subject to Rent Stabilization must pay the Rental Registry Fee as established by the City Council.
Rental Housing Board	Section 8-3180	Upon Board Member appointment	A Rental Housing Board will be created to Promulgate and implement policies and procedures for the administration and enforcement of the Ordinance.

Does an owner need to notify their tenant(s) about the Ordinance? If so, how?

Yes. An owner must, on or before the date of commencement of a tenancy, give the tenant or mobilehome resident a written notice, in a form prescribed by the City, with information on the existence and scope of the Ordinance, the tenant’s right to respond to any petition filed with the City to increase rent above the allowable limit, protections related to immigration or citizenship status of the tenant, as well as the right to relocation assistance in limited circumstances. A rent increase or eviction cannot take effect until the notice of the Ordinance has been provided. Please **click here** to learn more about notices.

Rent Stabilization Provisions

Are there properties that are exempt from the Rent Stabilization Provisions of the Ordinance?

Yes. The following properties are exempt from the Rent Stabilization provisions of the Ordinance. Refer to Section 8-3147 for the specific requirements for each exemption.

- Any residential real property that has a certificate of occupancy issued after February 1, 1995 (California Civil Code section 1954.52(a)(1)); and, any other provisions of the Costa-Hawkins Rental Housing Act addressing exemptions, as applicable
- Any mobilehome space subject to a long term (more than one year) rental agreement (California Civil Code section 798.17); any newly constructed mobilehome space first offered for rent on or after January 1, 1990 (California Civil Code section 798.45); mobilehomes not being used as a person’s primary residence that are not being leased to someone else (California Civil Code section 798.21); and, any other provisions of the Mobilehome Residency Law addressing exemptions, as applicable
- Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families with very low, low, or moderate income
- Housing that is subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income.
- Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school

- Housing that has been issued a certificate of occupancy within the previous 15 years
- Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:
 - A. The owner is not any of the following:
 - i. A real estate investment trust, as defined in section 856 of the Internal Revenue Code
 - ii. A corporation
 - iii. A limited liability company in which at least one member is a corporation
 - B.
 - i. The tenants have been provided written notice that the residential property is exempt from this section using the following statement: “This property is not subject to the Rent limits imposed by Santa Ana Municipal Code section 8-3140 and the Owner is not any of the following: (1) a real estate investment trust, as defined by section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.”
 - ii. For a Tenancy existing before the effective date of this ordinance the notice required under clause (i) may, but is not required to, be provided in the rental agreement
 - iii. For a Tenancy commenced or renewed on or after the effective date of this ordinance, the notice required under clause (i) must be provided in the rental agreement
- A property containing two separate dwelling units within a single structure in which the Owner occupied one of the units as the Owner’s principal place of residence at the beginning of the Tenancy so long as the Owner continues in occupancy, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit

Any Landlord that claims an exemption from the Ordinance must file a claim of exemption with the City. The claim of exemption must be filed annually, or the Rental Unit will not be exempt from the Ordinance. Any time a Rental Unit that has been exempted loses its exempt status due to termination of the conditions qualifying it for exemption, the Landlord of such Rental Unit is required to file a Registration Form for said Rental Unit within thirty (30) days of the change in status.

How much can rent be increased each year?

By June 30th of each year, the City will determine the maximum allowable rent increase that will be effective as of September 1st of that year. The City calculates the maximum allowable rent increase to be the lesser of 3%, or 80% of the percent change in the Consumer Price Index (CPI). If the change in the Consumer Price Index is negative, no Rent Increase is permitted.

When can owners or landlords raise tenants' rent?

Owners or landlords may raise tenants' rent once every 12 months, but not more than the City's annual rent increase limitation (unless the owner's Fair Return Petition is approved by the City). The allowable rent increase will be announced no later than June 30th each year and shall be effective as of September 1st of that year.

Are there any provisions that allow landlords to increase the rent more than the annual allowable increase?

Yes. Owners can file a Fair Return Petition to the City to seek an individualized rent increase adjustment if they contend that the rent increase cap will prevent them from receiving a "fair and reasonable return" on their property. Please **click here** to learn more about the Fair Return Petition process.

Effective July 1, 2023, a landlord may also submit a Capital Improvement Petition requesting a pass-through cost to the tenants to cover certain expenses incurred by the landlord to complete capital improvements for the rental unit. This petition will be available on July 1, 2023.

Does an owner need to notify the tenant(s) about a rent increase?

Yes. The owner must give notices of rent increase to the tenant 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) as well as English.

The amount of time required to notify the tenant is outlined in [California Civil Code 827](#).

Are utility payments subject to the Ordinance?

The Ordinance defines "Rent" as all periodic compensation, including all non-monetary consideration, that a tenant provides to a landlord concerning the use or occupancy of a Rental Unit, including any amount included in the Rent for utilities (unless separately billed to the tenant by the utility company). Tenants and landlords should carefully review the rent provisions and definitions included in their residential lease agreement to determine if utilities are considered "Rent" under the Ordinance.

If utilities are included in the Rent according to the tenant's lease agreement, then the maximum allowable increase is applicable to the entire rental amount, including utilities. If tenants are billed separately for their own utilities by the utility company, then the maximum allowable increase is applicable only to rent.

AB 1482, the statewide rent cap and just cause eviction policy known as the Tenant Protection Act of 2019, became effective January 1, 2020. How does this interact with the City of Santa Ana’s Rent Stabilization and Just Cause Eviction Ordinance?

AB 1482, with certain exceptions, put in place a statewide rent stabilization cap that limits annual increases to 5%, plus any rise in the Consumer Price Index, not to exceed 10%. In addition to limiting annual rent increases, AB 1482 also provides tenant protections that prevent evictions without just cause when all tenants have lived in the unit for 12 months or more, or where at least one tenant has occupied the unit for 24 months. The City’s local Ordinance provides more restrictive protections than those set forth in AB 1482, and therefore must be followed in Santa Ana. In addition, the City’s ordinance applies to mobilehome spaces while AB 1482 does not.

To learn more about AB 1482 please [click here](#)

What is the Costa Hawkins Act? How does this interact with the City of Santa Ana’s Ordinance?

The Residential Rent Control Act, also known as the Costa Hawkins Act, became effective January 1st, 1996. Costa Hawkins sets limits on the kind of rent control policies cities are able to impose and exempts certain types of residential rental units from rent control ordinances. It also allows landlords to reset the rental rate on rent-controlled rental units when they become vacant or when the last rent-controlled tenant no longer permanently resides at the unit.

To learn more about the Costa Hawkins Act please click [here](#)

How do I find out if my apartment is rent-stabilized?

A Rental Registry is the database or portal where landlords will be required to register their rental unit(s), update their rental unit information, update tenancy information, submit notices, and pay the annual rental registry fee. The Rental Registry will be launched on July 1, 2023. In the meantime, please use the Property Activity Tool on our webpage to look up general property information.

Just Cause Eviction Provisions

Are there properties that are exempt from the Just Cause Eviction Provisions of the Ordinance?

Yes. The following properties are exempt from the Just Cause provisions of the Ordinance. Refer to Section 8-3120(e) for the specific requirements for each exemption.

- Transient and tourist hotel occupancy
- Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, or an adult residential facility
- Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12 school
- Housing accommodations in which the Tenant shares bathroom or kitchen facilities with the Owner who maintains their principal residence at the Residential Real Property
- Single-family owner-occupied residences including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit
- A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy
- Housing that has been issued a certificate of occupancy within the previous 15 years
- Residential Real Property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:
 - A. The owner is not any of the following:
 - i. A real estate investment trust, as defined in section 856 of the Internal Revenue Code
 - ii. A corporation
 - iii. A limited liability company in which at least one member is a corporation
 - B.
 - i. The Tenants have been provided written notice that the Residential Property is exempt from this section using the following statement: "This property is not subject to the just cause requirements of Santa Ana Municipal Code Chapter 8, Article XIX, Division 2. This property meets the requirements of Santa Ana Municipal Code section 8-3120(e)(8) and the Owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation."
 - ii. For a tenancy existing before the effective date of this ordinance the notice required under clause (i) may, but is not required to, be provided in the rental agreement
 - iii. For a tenancy commenced or renewed on or after the effective date of

this ordinance, the notice required under clause (i) must be provided in the rental agreement

- Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families with very low, low, or moderate income
- Housing that is subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income

Under the Ordinance, when can a tenant be evicted?

Under the Just Cause Eviction protections of the Ordinance, tenants can only be evicted for one of the “just cause” reasons as set forth in Section 8-3120(b). The just cause reasons are summarized below in two categories: At-Fault and No-Fault Reasons

At-Fault: When a 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
- 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 or 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: A tenant who has not broken the rental agreement can still have their lease terminated 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, as affirmed by the owner in a written affidavit submitted to the City.
- Government or court order
- Intent to demolish or substantially remodel the residential real property

How does an owner notify the tenant of the termination of a tenancy?

When terminating a tenancy, whether under the at-fault or no-fault provisions, an owner must comply with all of the following, in addition to any information required by federal or State law:

1. The owner must serve a written notice, in the language that the owner and tenant used to negotiate the terms of the tenancy, that indicates at least one at-fault or no-fault just cause reason.
2. The owner must not accept rent or any other consideration in return for continued use of the residential property beyond the term of the terminated Tenancy.
3. The owner qualifies the termination as at-fault or no-fault just cause.
4. The owner must submit a true and accurate copy of the written notice of termination and proof of service on the tenant to the City within five (5) days after service on the tenant.

Does an owner need to provide tenants with relocation assistance after terminating a tenancy?

If an owner issues a termination notice based on a no-fault just cause, the owner must assist the tenant to relocate by providing either a direct payment or a rent waiver equal to three (3) months of the tenant's rent that was in effect when the owner issued the notice to terminate the Tenancy. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

The relocation assistance or rent waiver shall be credited against any other relocation assistance required by any other law. If the owner provides a rent waiver, the notice shall state the amount of rent waived and that no rent is due for the final three (3) months of the Tenancy.

If a tenant fails to vacate after the expiration of the notice to terminate the Tenancy, the actual amount of any relocation assistance or rent waiver provided shall be recoverable as damages in an action to recover possession.

Are tenants protected from exercising rights under the Ordinance?

Yes. The Ordinance offers tenants protection from retaliatory eviction and other retaliatory acts. Retaliation against a tenant because of the tenant's exercise of rights under the Ordinance is prohibited. Retaliation claims may only be brought in court and may not be addressed administratively. The Ordinance also offers tenants protections from harassment.

What's the difference between a lease termination, an eviction, and an unlawful detainer?

Evictions are generally understood as occurring whenever a residential tenant is forced out of a home by an action or decision of an owner or property manager. California law prescribes a formal legal process to terminate a tenancy. An owner initiates that process by serving a **Notice of Termination**, which sets forth a date for the tenant to vacate the property. If the tenant does not vacate by that date, the owner may file an **unlawful detainer** complaint in Superior Court to initiate a formal legal proceeding and obtain a court order returning possession to the owner. If the court grants the order, the owner may have the tenants removed and change the locks on the property.

What if an owner or tenant has violated the Rent Stabilization and Just Cause Eviction Ordinance?

Contact the Rent Stabilization Program at rso@santa-ana.org or (714) 667-2209 to speak with one of our representatives and learn more about what steps can be taken.

How do I find out if my Rental Unit is included in the Ordinance?

Please use the following link www.santa-ana.org/renter-protections or contact us at rso@santa-ana.org or call (714) 667-2209 to speak with one of our representatives to obtain that information.

Questions?

Please email us at rso@santa-ana.org or call (714) 667-2209. More information can also be found on our website at www.santa-ana.org/renter-protections.