

TENANT PROTECTION ORDINANCE

FACT SHEET

ABOUT THE ORDINANCE

The Tenant Protection Ordinance can be found in San José Municipal Code (SJMC) Chapter 17.23, Part 12, beginning with Section 17.23.1200. The Ordinance provides substantive requirements for evicting tenants for tenants living in certain “covered” apartments, as listed below. The Ordinance eliminates no-cause notices to vacate. Additionally, all terminations of tenancy must be based on at least one of the 13 just cause terminations listed in SJMC Section 17.23.1250(A) and described below. The Tenant Protection Ordinance went into effect June 16, 2017, and its protections are applied to all new and existing tenants.

TYPES OF BUILDINGS THAT JUST CAUSE APPLIES TO

Covered

- Rent Stabilized Units*
- Rental Units in any Multiple Dwelling, except permitted hotels and motels
- Guest rooms in any Guesthouse
- Unpermitted Units**

* “Rent Stabilized Units” means Rental Units that are subject to rent stabilization under the City’s Apartment Rent Ordinance, which includes units in any Multiple Dwelling building and guesthouses built on or prior to September 7, 1979.

** “Unpermitted dwellings” means a structure or parts of a structure that are being rented as a home, residence, or sleeping place, where the use is not authorized, permitted, or otherwise approved by the City.

JUST CAUSE TERMINATIONS

All notices of terminations must be submitted to the Rent Stabilization Program online at www.sanjoseca.gov/rent. Landlords must submit copies of any notices of termination to the City, including: 3-day notices, 30-60-90 day notices, and Summons & Complaints. With just cause protections, all notices of termination must be based on one of the reasons outlined in the Tenant Protection Ordinance (San José Municipal Code Section 17.23.1250):

Just Cause Terminations

Causes based on actions or inactions of the tenant

- 1. Nonpayment of Rent**
Failure to pay Rent in accordance with the rental agreement.
- 2. Material or Habitual Violation of the Tenancy**
After a written notice to a tenant to cure a material violation of the lease, the tenant fails to cure such violation within a reasonable time after receiving notice; or, the tenant commits habitual violations of the rental agreement. Certain violations can never be considered a material or habitual violation of the lease: 1) an obligation to surrender possession; 2) an obligation to limit occupancy when the additional tenant is: a) dependent/foster child; b) minor in tenant’s care; c) spouse; d) domestic partner; e) parent; so long as the total number of adult Tenants in the unit does not exceed the greater of either the maximum number of individuals authorize in the rental agreement or two adults per bedroom.
- 3. Substantial Damage to the Apartment**
The tenant, after written notice to cease and a reasonable time to cure, causes substantial damage beyond normal wear and tear to the Rental Unit, common area, or rental complex, and refuses, after written notice, to pay the reasonable costs of repairing such damage and to cease engaging in the conduct identified in the notice.
- 4. Refusal to Agree to a Like or New Rental Agreement**
The tenant refuses to agree to a new substantially identical rental agreement after the expiration of the prior rental agreement.
- 5. Nuisance Behavior**
After receiving a written notice to cease, the tenant continues to cause nuisance (including a violation of state or federal law) that destroys the peace or safety of the landlord or other tenants.
- 6. Refusing Access to the Apartment**
After receiving a written notice to cease and being given a reasonable time to fix the issue identified in the notice to cease, tenant continues to refuse the landlord reasonable access to the apartment, provided the landlord is complying with California Civil Code 1954
- 7. Unapproved Holdover Subtenant**
The subtenant who was not approved by the landlord and is holding over at the end of the term of rental agreement.
- 8. Criminal Activity (Effective June 15, 2018)**
Landlord may evict a Tenant Household if, after notice to remove, they fail to remove a Tenant and amend the lease (where necessary) within a reasonable time, by either: 1) filing a restraining order or providing evidence to the Landlord of similar steps being taken to remove the Violating Tenant; 2) removing the Violating Tenant from the household and providing written notice to the landlord that the Violating Tenant has been removed. A Violating Tenant shall mean an adult Tenant indicted by a grand jury or “held to answer” for a serious or violent felony, as defined under Penal Code Section 1192.7, committed during tenancy and within 1,000 feet of the premises. The past criminal history of a tenant prior to the tenancy is not a basis for eviction.



Rent Stabilization Program
City of San José Housing Department
200 East Santa Clara St, 12th Floor, San José, CA 95113
408-975-4480 • www.sanjoseca.gov/rent • RSP@sanjoseca.gov

V5/31/2018

No-Fault Just Cause Terminations

Relocation benefits must be paid when a tenant is being removed from an apartment for reasons 9-13 and also provide tenants a right to return to the unit in certain circumstances.

9. Substantial Rehabilitation of the Apartment

The landlord wishes to make substantial repairs to the building with the following circumstances:

- Landlord has permits.
- The repairs are necessary to bring the property into compliance with applicable laws affecting the health and safety of the tenants of the building.
- Cost of repairs is more than the amount that is equal to ten times the amount of monthly rent times the number of rental units work is performed on. For example, if monthly rent is \$1,000 and there are five rental units work has been performed on, the total cost of repairs must exceed \$50,000.
- Repairs will render the unit uninhabitable for a period exceeding 30 days.
- Landlord gives tenant advance notice that tenant may return to the apartment after repairs are completed and pay the same rent charged prior to the tenant vacating the unit or, if requested by the tenant, landlord must offer, if available, a comparable apartment at comparable rent.

	Studio	1 Bedroom	2 Bedroom	3 Bedroom
Base Relocation Assistance	\$6,925	\$8,400	\$10,353	\$12,414

10. Ellis Act Removal

Landlord removes the building permanently from the residential rental market under the Ellis Act. The required relocation assistance to the tenant household under the Ellis Act includes one or more of the following based on bedroom size:

	Studio	1 Bedroom	2 Bedroom	3 Bedroom
Base Relocation Assistance	\$6,925	\$8,400	\$10,353	\$12,414
Qualified Assistance Levels	\$2,770	\$3,360	\$ 4,141	\$ 4,966
Special Assistance	\$1,200	\$1,400	\$ 1,700	\$ 2,000

11. Owner Move-in

The owner wants to recover possession so that the owner or an authorized family member of the owner, including the spouse, domestic partner, parent(s), child or children, brother(s), sister(s), can move into the recovered apartment. However, the owner or authorized family member must live in the unit for at least 36 consecutive months starting within three months of vacancy. If the Rental Unit is for the Owner's family member, then the unit must be located in the same building as the Owner's principal resident and no other unit in the building is vacant. Please see required relocation assistance chart in #9.

12. Order to Vacate

Landlord wants to recover possession to comply with a court or governmental agency's order to vacate, order to comply, order to abate, or any other City enforcement action necessitating the vacating of the building which rental unit is located as the result of a violation of SJ Municipal Code or other provision of law. The required relocation assistance to the tenant household will include the cost of temporary housing, transportation costs, provision of furnishings if needed in the temporary housing, and storage of the tenant's belongings, until the tenant returns to apartment. Please see required relocation assistance chart in #9.

13. Vacation of Unpermitted Apartment

Landlord wants to end the unpermitted use. Please see required relocation assistance chart in #9.

ANTI-RETALIATION INCLUDING IMMIGRATION STATUS

Landlords may not disclose or threaten to disclose tenants' immigration or citizenship status to authorities for the intent of retaliation (Effective June 15, 2018). A landlord may not:

- Threaten to bring an action to recover possession,
- Cause the tenant to quit the rental unit involuntarily,
- Serve any notice to quit or Notice of Termination,
- Reduce any housing services,
- Report or threaten to report the tenant, tenant household, or individuals the landlord knows to be associated with the tenant to the immigration authorities,
- Increase the rent where the landlord's intent is retaliation against the tenant for the tenant's assertion or exercise of rights.

Please note that this document is intended for informational purposes only, not legal advice. The fact sheet may be incomplete as it is a brief summary of the Tenant Protection Ordinance. Please visit our website at www.sanjoseca.gov/rent for the most up to date fact sheet and complete details of the Tenant Protection Ordinance.