

BOARD OF SUPERVISORS STUDY SESSION

Proposed Tenant Protections in the Unincorporated Areas of San Mateo County

**Monday, July 10, 2023 at 8:30 a.m.
Board of Supervisors Chambers**

Tenant Protection Ordinance

- **Main components:**
 - Notice and language access requirements
 - Anti-retaliation and anti-harassment provisions
 - More protective “just cause” eviction provisions
 - “Fair Chance” requirements related to prospective tenants with past criminal justice system involvement
 - Protection from eviction during school year for educators and students

Language Access

Ordinance would require that certain written notices be provided in tenants' primary languages

Template notices will be made publicly available by the County in English, Spanish, Simplified and Traditional Chinese, and Tagalog

Translation for additional languages will be made available upon request through the County

Anti-Harassment

- **Protections apply to all rentals in unincorporated County.**
- **Prohibits landlords from bad faith action/inaction to force tenant to vacate unit. *Examples include:***
 - Failure to make required repairs
 - Undertaking unnecessary renovations/construction
 - Violation of tenant's privacy, including requesting information about residence or citizenship status
 - Abuse of the right to access a dwelling unit
 - Threatening tenant
 - Taking action to terminate lease based on facts/legal theories landlord has no reasonable belief to be true/tenable

Just Cause Eviction Limitation

- Ordinance would track general framework from the state Tenant Protection Act (AB 1482)
- Limits evictions to specific “for fault” and “no fault” just cause reasons
- Provides greater protections and fills in details regarding how Just Cause evictions work in San Mateo County
- Protections begin “Day 1” of lease, instead of after 12 months as under AB 1482
- Just Cause protections do not apply to all tenancies; some exemptions, such as for owner-occupied rental situations

“For Fault” Just Cause Evictions

Landlords may evict for standard reasons:

- Failure to pay rent
- Violation of rental agreement
- Nuisance or illegal activity
- Failure to sign new rental agreement with substantially similar terms (no limitation on raising rent as otherwise permitted by State law)
- Tenant no longer qualifies for low-income housing

“No Fault” Just Cause Reasons

Landlord or close family member want to move into the unit

Landlord wants to remove unit from rental market

Government/Court orders unit vacated
(Relief may also be available through existing “red tag” relocation assistance ordinance.)

Note: Tenant entitled to financial relocation assistance for no fault eviction (at a rate higher than under State law)

Landlord Move In

Landlord or close family member will move in

60-days notice to tenant

Report to DOH who will be moving in

Particularly vulnerable tenants get additional protections:

- Age 62 or older
- Disability/terminal illness
- Low-income households

Tenant right of return if owner moves out within 3 years

- Rent same as time of displacement plus allowable increases

Withdrawal from Rental Market

- **State law (Ellis Act) permits landlords to remove rental units from market**
- **Local jurisdictions may regulate how this occurs**
- **Under proposal, Landlords must give tenant 120 days notice; particularly vulnerable groups get 1-year notice**
- **If Landlord returns unit to rental market within five years:**
 - Displaced tenant has right to return
 - Same rent plus allowable rental increases
 - Landlord liable for damages tenant suffered

Protections During School Year

Prohibits evicting
Educators/School
Children during school
year

“Educator” is defined
broadly to cover most
school employees and
contractors

Tenants who qualify
can raise as defense in
eviction proceedings

Fair Chance Protections

- **Landlords may only consider prior convictions or pending accusations that:**
 - Occurred in last 7 years
 - Are for specified crimes, *e.g.* murder, sexual assault, theft, fraud
 - Must consider other factors, like whether a recurrence of offense would risk safety of tenants or property.
- **Some exemptions, including for owner live-in situations**

Fair Chance Protections (Cont.)

- **Landlord may only withdraw conditional offer to rent unit if the withdrawal achieves a substantial, legitimate, nondiscriminatory interest**
- **Legitimate, nondiscriminatory interest based on a number of factors, including:**
 - Nature and severity of the criminal offense
 - Age of the applicant at the time of the criminal offense and amount of time elapsed since criminal offense
 - Degree to which criminal offense would negatively impact the safety of other tenants

Remedies

- Tenant or County Attorney can bring suit for violation of ordinance.
- Landlord must pay tenant actual damages, attorney's fees, and possibly punitive damages.
- Tenant may also raise landlord's violation of ordinance as defense in unlawful detainer proceeding.

