

City of Santa Ana
Rent Stabilization and Just Cause Eviction Ordinance
Owner Required Written Notice to Tenant

The City of Santa Ana Rent Stabilization and Just Cause Eviction Ordinance (the “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. This Notice shall be provided to Tenants as required by the Ordinance and is intended to provide information about rights and obligations under the Ordinance.

Rent Stabilization Provisions

Tenant is hereby notified of the following information:

- (1) The existence and scope of Division 3 of Article XIX of Chapter 8 of the Santa Ana Municipal Code (SAMC); and
- (2) The Tenant’s right to respond to any Fair Return or Capital Improvement Petition filed with the City by the Owner.

As part of any notice to increase Rent, an Owner must include:

- (1) Notice of the existence of Division 3 of Article XIX of Chapter 8 of the SAMC; and
- (2) The Tenant’s right to respond to any Fair Return or Capital Improvement Petition filed with the City by the Owner, unless such Rent Increase is pursuant to an approved Fair Return Petition.
- (3) No Rent Increase shall take effect until these requirements have been met.

The Owner must give notices 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.

Rent Stabilization Provisions in Division 3 of Article XIX of Chapter 8 of the SAMC

Under the Rent Stabilization provisions of the Ordinance (Division 3 of Article XIX of Chapter 8 of the Santa Ana Municipal Code), landlords or owners are permitted to increase tenants’ rent by the lesser of 3% or 80% of the percent change in the Consumer Price Index (CPI). If the change in the CPI is negative, no rent increase will be permitted that year. The applicability of the Rent Stabilization provisions are subject to the exemptions in the Costa-Hawkins Rental Housing Act and the Mobilehome Residency Law, as applicable.

Tenant’s Right to Respond to any Fair Return or Capital Improvement Petition

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. Effective July 1, 2023, Owners can also file 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. However, the City must first review and process the petition to determine if a greater increase or pass-through cost is warranted.

This notice must be in English and the language that the owner and tenant used to negotiate the terms of the tenancy (e.g., English, Spanish, Chinese, Tagalog, Vietnamese, and Korean) (Rev. 11/18/2022)

If an owner files a Fair Return or Capital Improvement Petition to the City, as soon as possible after acceptance of a Petition, the Program Administrator shall provide written notice to the Tenant, of the receipt of such a Petition. The written notice shall inform the Tenant (and Landlord) of the Petition process, the right to respond, and include a copy of the completed Petition and supportive documents. Any response submitted by the responding party (e.g. tenant) will be made available to the petitioning party (e.g. owner).

Tenant Rent Increase Notice Requirements

No Rent Increase shall take effect until the tenant has been provided with the required notice.

Just Cause Eviction Provisions

After a Tenant has continuously and lawfully occupied a Residential Real Property for thirty (30) days, the Owner of the Residential Real Property shall not terminate the Tenancy without just cause, which shall be stated in the written notice to terminate Tenancy. The provisions related to the termination of Tenants shall not apply to Mobilehomes or Mobilehome Spaces in Mobilehome Parks subject to the termination provisions of the Mobilehome Residency Law.

The Owner shall post a notice on a form prescribed by the City, providing information about the existence of this Division 2 of Article XIX of Chapter 8 of the Santa Ana Municipal Code (SAMC), including protections related to immigration or citizenship status of Tenant found under Civil Code section 1940.35 and Code of Civil Procedure section 1161.4, as may be amended. **Notice must be posted in a conspicuous location on the property.** The notice shall be written in the language that the Owner and Tenant used to negotiate the terms of the Tenancy (e.g., Spanish, Chinese, Tagalog, Vietnamese and Korean), as well as English.

Tenant is hereby notified of the following information:

- (1) The existence and scope of Division 2 of Article XIX of Chapter 8 of the Santa Ana Municipal Code; and,
- (2) The right to relocation assistance in limited circumstances.

The Owner must provide Tenant with notice of these provisions upon serving any notice of change in terms of Tenancy.

This notice is required on or before the commencement of all Tenancies initiated after November 18, 2022.

Just Cause Eviction Provisions in Division 2 of Article XIX of Chapter 8 of the SAMC

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. Under the Just Cause Eviction provisions, tenants can only be evicted for one of the “just cause” reasons set forth in Section 8-1320 of the Ordinance. The allowable “just cause” reasons are summarized below, which is broken into two categories: At-Fault and No-Fault.

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

This notice must be in English and the language that the owner and tenant used to negotiate the terms of the tenancy (e.g., English, Spanish, Chinese, Tagalog, Vietnamese, and Korean) (Rev. 11/18/2022)

- 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

Right to Relocation Assistance

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.

Protections Related to Immigration or Citizenship Status of Tenant

Per Civil Code Section 1940.35, 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.

Per Code of Civil Procedure 1161.4, 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.

This notice must be in English and the language that the owner and tenant used to negotiate the terms of the tenancy (e.g., English, Spanish, Chinese, Tagalog, Vietnamese, and Korean) (Rev. 11/18/2022)

If you have any questions regarding this notice, please email the City at rso@santa-ana.org or call (714) 667-2209. Translated versions of this notice can be found on the City's website in English, Spanish, Chinese, Tagalog, Vietnamese, and Korean at www.santa-ana.org/renter-protections

Tenant Signature(s)
(Optional)

Printed Name

Signature

Date

Printed Name

Signature

Date

Owner/Authorized Signature
(Optional)

I certify that I have provided this written notice to the tenants of their rights under this Ordinance.

Printed Name

Signature

Date

This notice must be in English and the language that the owner and tenant used to negotiate the terms of the tenancy (e.g., English, Spanish, Chinese, Tagalog, Vietnamese, and Korean) (Rev. 11/18/2022)