

STRIKEOUT ORDINANCE

OLD LANGUAGE: ~~Struck Out~~

NEW LANGUAGE: Double Underline

ORDINANCE NUMBER O-_____ (NEW SERIES)

DATE OF FINAL PASSAGE _____

AN ORDINANCE AMENDING CHAPTER 9, ARTICLE 8 OF THE SAN DIEGO MUNICIPAL CODE BY AMENDING THE TITLE OF DIVISION 7, AMENDING SECTIONS 98.0701 AND 98.0702, ADDING SECTIONS 98.0703, 98.0704, 98.0705, 98.0706, 98.0707, 98.0708, AND 98.0709, AND REPEALING SECTIONS 98.0720, 98.0725, 98.0730, 98.0750, AND 98.0760, RELATING TO RESIDENTIAL TENANT PROTECTIONS.

~~Division 7: Tenants' Right to Know Regulations~~ Residential Tenant Protections

~~§98.0701 Purpose of Tenants' Right to Know Regulations~~ and Intent

~~The purpose of these regulations~~ and intent of this Division is to promote stability in the San Diego rental housing market and limit adverse impacts on ~~long-term residential tenants displaced and~~ tenants forced to find replacement housing in the expensive and limited San Diego housing market. ~~The regulations~~ This Division protects the rights of ~~long-term residential tenants by limiting grounds for their eviction and requiring landlords to provide notice of such grounds~~ tenants by requiring just cause for termination of a tenancy consistent with California Civil Code section 1946.2, limiting the grounds for termination of a tenancy, requiring greater tenant relocation assistance in specified circumstances, and providing additional tenant protections. The rights conferred by ~~these regulations~~ this Division are in addition to any existing rights provided ~~in~~ to tenants by state or federal law.

§98.0702 ~~When Tenants' Right to Know Regulations Apply~~ Definitions

This division applies to the rental of any *rental unit* (as defined in section 98.0720) in the City except as specifically exempted in section 98.0725.

For the purposes of this Division, defined terms appear in italics. The following definitions apply in this Division:

Buyout agreement means an agreement where the *landlord* pays the *tenant* money or other consideration to vacate the *residential rental property*. A *buyout agreement* does not include an agreement to settle a pending unlawful detainer action.

Buyout offer means any discussion or bargaining, whether oral or written, between a *tenant* and a *landlord* regarding the possibility of entering into a *buyout agreement*. A counteroffer by the *tenant* does not end discussion or bargaining of a *buyout offer*.

Commission means the San Diego Housing Commission.

Disabled means any person with a disability as defined in California Government Code section 12955.3, as may be amended.

Dwelling unit has the same meaning as in San Diego Municipal Code section 113.0103, as may be amended.

Landlord means any person, acting as principal or through an agent, having the right to offer *residential rental property* for rent, and includes a predecessor in interest to the *landlord*.

Lease means any lease, sublease, or agreement, written or oral, for the use and occupancy of *residential rental property*.

Residential rental property means any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.

Retaliation means any threat or any other adverse action against a tenant for exercising or attempting to exercise any right guaranteed under this Division.

Section 8 means residential rental property in which the tenant receives tenant-based housing assistance under Section 8 of the United States Housing Act of 1937, also known as the Housing Choice Voucher Program.

Senior means any person 62 years old or older.

Tenancy means the lawful right or entitlement of a tenant to continuously use or occupy a residential rental property for more than three months. A tenancy does not include a lease for a term of three months or less, including any extensions or renewals of that lease for a term of three months or less.

Tenant means a tenant, subtenant, lessee, sublessee, or any other natural person entitled to lease any residential rental property.

§98.0703 Exemptions

This Division shall not apply to the following types of residential rental properties or residential circumstances:

- (a) transient and tourist hotel occupancy as defined in California Civil Code section 1940(b), as may be amended;
- (b) short-term residential occupancy, as defined in and subject to Chapter 5, Article 10, Division 1 of this Code, as may be amended;
- (c) housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other document as affordable

housing for persons and families of very low, low, or moderate income, as defined in California Health and Safety Code section 50093, as may be amended;

- (d) housing subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in California Health and Safety Code section 50093, as may be amended, or comparable federal statutes. This exemption shall not include Section 8;
- (e) mobilehomes subject to the Mobilehome Residency Law (California Civil Code sections 798-799.11), as may be amended;
- (f) housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in California Health and Safety Code section 1569.2, as may be amended, or an adult residential facility, as defined in Title 22, Division 6, Chapter 6 of the Manual of Policies and Procedures published by the California Department of Social Services, as may be amended;
- (g) dormitories owned and operated by an institution of higher education or an institution offering instruction to any grade from kindergarten through 12;
- (h) residential rental property in which the tenant shares bathroom or kitchen facilities with the landlord who maintains their principal residence at the residential rental property;
- (i) single-family residence occupied by the landlord as the landlord's principal place of residence, including both of the following;

- (1) a residence in which the *landlord*-occupant rents or leases no more than two bedrooms, two accessory dwelling units, or two junior accessory dwelling units, as defined in section 113.0103; and
 - (2) a mobilehome;
- (j) a property containing two separate *dwelling units* within a single structure in which the *landlord* occupies one of the *dwelling units* as the *landlord's* principal place of residence at the beginning of the *tenancy*, so long as the *landlord* continues in occupancy;
- (k) housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome; and
- (l) *residential rental property*, including a mobilehome, that is alienable separate from the title to any other *dwelling unit*, provided that both of the following apply:
 - (1) The *landlord* is not any of the following:
 - (A) a real estate investment trust, as defined in California; Internal Revenue Code section 856, as may be amended;
 - (B) a corporation;
 - (C) a limited liability company in which at least one member is a corporation; or
 - (D) management of a mobilehome park, as defined in California Civil Code section 798.2, as may be amended.

(2) The *tenants* have been provided written notice that the *residential rental property* is exempt from this Division using the following statement:

This property is not subject to the just cause requirements of Chapter 9, Article 8, Division 7 of the San Diego Municipal Code. This property meets the requirements of San Diego Municipal Code section 98.0703(l) and the landlord is not any of the following: (1) a real estate investment trust, as defined by California Internal Revenue Code section 856; (2) a corporation; (3) a limited liability company in which at least one member is a corporation; or (4) management of a mobilehome park, as defined in California Civil Code section 798.2.

For a *tenancy* existing before _____, the notice required above may be provided in the *lease*. For a *tenancy* commenced or renewed on or after _____, the notice required above shall be provided in the *lease*.

§98.0704 Just Cause Required for Termination of Tenancy

A *landlord* shall not terminate a *tenancy* without just cause. For purposes of this Division, just cause includes at-fault just cause and no-fault just cause.

(a) **At-Fault Just Cause.** At-fault just cause is any of the following:

(1) a default in the payment of rent;

- (2) a breach of a material term of the *lease*, as described in California Code of Civil Procedure section 1161(3), as may be amended, including violation of a provision of the *lease* after being issued a written notice to correct the violation;
- (3) the maintaining, committing, or permitting the maintenance or commission of a nuisance as described in California Code of Civil Procedure section 1161(4), as may be amended;
- (4) the committing of waste as described in California Code of Civil Procedure section 1161(4), as may be amended;
- (5) where the *tenant* has a written *lease* that terminated on or after _____ and after receiving a written request or demand from the *landlord*, the *tenant* refused to execute a written extension or renewal of the *lease* for a substantially similar duration and with substantially similar provisions, provided the terms of the extension or renewal do not violate this Division or any other provision of law;
- (6) criminal activity by the *tenant* on the *residential rental property*, including any common areas associated with the *residential rental property*;
- (7) a criminal threat, as defined in California Penal Code section 422(a), as may be amended, by the *tenant* regardless of where made directed at the *tenant's landlord* or any other *tenant* of the *residential rental property*;

- (8) the *tenant's* assignment or sublet of the *residential rental property* in violation of the *tenant's lease*, as described in California Code of Civil Procedure section 1161(4), as may be amended;
- (9) the *tenant's* refusal to allow the *landlord* to enter the *residential rental property* as authorized by California Civil Code sections 1101.5 and 1954, as may be amended, and California Health and Safety Code sections 13113.7 and 17926.1, as may be amended;
- (10) the *tenant's* use of the *residential rental property* for an unlawful purpose as described in California Code of Civil Procedure section 1161(4), as may be amended;
- (11) where the *tenant* is an employee, agent, or licensee of the *landlord* and the *tenant* fails to vacate the *residential rental property* after their termination as an employee, agent, or licensee as described in California Code of Civil Procedure section 1161(1), as may be amended; and
- (12) when the *tenant* fails to deliver possession of the *residential rental property* after providing the *landlord* written notice as provided in California Civil Code section 1946, as may be amended, of the *tenant's* intention to terminate the *tenancy*, or the *tenant* makes a written offer to surrender the *residential rental property* that is accepted in writing by the *landlord*, but fails to deliver possession at the time specified in that written notice as described in

California Code of Civil Procedure section 1161(5), as may be amended.

(b) **No-Fault Just Cause.** No-fault just cause is any of the following actions taken by the *landlord* in good faith, meaning the *landlord* acts without ulterior motives and with honest intent:

(1) The *landlord* seeks to recover possession to occupy the *residential rental property* for the *landlord* or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent.

(A) For leases entered into on or after _____, section 98.0704(b)(1) shall apply only if the *tenant* agrees to the termination in writing or if the *lease* expressly allows the *landlord* to terminate the *lease* if the *landlord* unilaterally decides to occupy the *residential rental property* for the *landlord* or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent.

(B) For *tenancies* in effect prior to _____, the addition of a provision allowing the *landlord* to terminate the *lease* as described in section 98.0704(b)(1) to a new lease, renewed *lease*, or fixed-term *lease* constitutes a substantially similar provision for the purposes of section 98.0704(a)(5).

- (2) The *landlord* seeks to recover possession to withdraw the *residential rental property* from the rental market.
- (3) The *landlord* seeks to recover possession to comply with any of the following:
 - (A) an order issued by a government agency or court relating to habitability that requires vacating the *residential rental property* for at least 30 days. An order issued by a government agency or court relating to habitability that requires vacating the *residential rental property* for fewer than 30 days is not grounds to terminate a *tenancy* for just cause and a *landlord* may be required by applicable state or federal law to provide *tenant* relocation benefits;
 - (B) an order issued by a government agency or court to vacate the *residential rental property*; or
 - (C) a local ordinance that requires vacating the *residential rental property*.

If any government agency or court determines that the *tenant* is at fault for the condition or conditions triggering the order or need to vacate under section 98.0704(b)(3), the *tenant* shall not be entitled to any relocation assistance provided in section 98.0706(c).

- (4) The *landlord* seeks to recover possession to demolish or to substantially remodel the *residential rental property*, provided the *landlord* does all the following:

- (A) posts at the *residential rental property* the application for the necessary permits within three business days of submittal of the application;
- (B) secures permits necessary for the demolition or substantial remodel; and
- (C) serves a copy of the necessary permits with a written termination notice, certified under penalty of perjury, stating the reason for termination, the type and scope of the work to be performed, why the work cannot be reasonably accomplished in a safe manner with the *tenant* in place, and why the work requires the *tenant* to vacate the *residential rental property* for at least 30 days.

For purposes of section 98.0704(b)(4), substantially remodel means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the *tenant* in place and that requires the *tenant* to vacate the *residential rental property* for at least 30 days. Substantially remodel does not include cosmetic improvements alone, including painting.

decorating, and minor repairs, or other work that can be performed safely without having the *residential rental property* vacated.

§98.0705 **Notice to Tenant of Residential Tenant Protections**

(a) A landlord of residential rental property subject to this Division shall provide written notice in no less than 12-point font to the *tenant*, and in a manner that complies with California Civil Code section 1632, as may be amended, that states as follows:

California law limits the amount your rent can be increased. See California Civil Code section 1947.12 for more information. Local law also provides that a landlord shall provide a statement of cause in any notice to terminate a tenancy. In some circumstances, tenants who are seniors (62 years or older) or disabled may be entitled to additional tenant protections. See Chapter 9, Article 8, Division 7 of the San Diego Municipal Code for more information.

(b) A landlord of residential rental property subject to this Division shall include a copy of the Tenant Protection Guide with the written notice required by section 98.0705(a).

The *Commission* shall prepare and make available on the *Commission's* website a Tenant Protection Guide, which shall include educational information and resources for the *tenant* to understand their rights under this Division and state law, including the rights to quiet enjoyment and habitability of the *residential rental property*.

- (c) For a *tenancy* in a *residential rental property* subject to this Division existing before _____, the notice required by section 98.0705(a) and the Tenant Protection Guide required by section 98.0705(b) shall be provided to the *tenant* directly or as an addendum to the *lease* within 90 days of _____.
- (d) For a *tenancy* in a *residential rental property* subject to this Division commencing or renewed on or after _____, the notice required by section 98.0705(a) and the Tenant Protection Guide required by section 98.0705(b) shall be included in the *lease*, or as a written notice signed by the *tenant* at the time the *lease* is signed, with a copy provided to the *tenant*.

§98.0706 Requirements Upon Termination of Tenancy

- (a) Requirements Upon Termination of *Tenancy* for At-Fault Just Cause. Before a *landlord* issues a notice to terminate a *tenancy* for at-fault just cause that is a curable lease violation, the *landlord* shall first give written notice of the violation including a description of the violation and an opportunity to cure the violation under California Code of Civil Procedure section 1161(3), as may be amended. If the violation is not cured within the time period in the notice, the *landlord* may terminate the *tenancy* without another opportunity to cure by serving a three-day notice to quit.
- (b) Requirements Upon Termination of *Tenancy* for No-Fault Just Cause. If a *landlord* issues a termination notice for no-fault just cause, the *landlord* shall give written notice to the *tenant* at least 30 or 60 days prior to the

proposed date of termination as required by California Civil Code section 1946.1, as may be amended, in no less than 12-point font. The written notice shall contain the following:

- (1) The *landlord* shall provide a description of the basis for the termination.
- (2) The notice shall state the *tenant's* right to relocation assistance established in section 98.0706(c) by a direct payment to the *tenant* or rent waiver.

 - (A) If the *landlord* elects to provide relocation assistance by a direct payment to the *tenant*, the notice shall state the amount of relocation assistance available to the *tenant* and that the *landlord* shall provide the payment within 15 days from the date of the notice.
 - (B) If the *landlord* elects to provide relocation assistance by rent waiver, the notice shall state the amount of rent waived and that no rent is due for the final corresponding months of the *tenancy*.
- (3) The notice shall state the *tenant's* right to receive an offer to renew the *tenancy* established in section 98.0706(d) in the event the *residential rental property* is offered again for rent or lease for residential purposes within five years of the date the *tenant* was evicted under sections 98.0704(b)(1), (3), or (4), and that to exercise such right, the *tenant*:

- (A) shall notify the *landlord* in writing within 30 days of the termination notice of *tenant's* desire to receive an offer to renew the *tenancy*;
 - (B) provide the *landlord* a mailing address or email address for the *landlord* to send the offer; and
 - (C) provide the *landlord* a change of mailing address or email address.
- (c) Relocation Assistance for Termination of *Tenancy* for No-Fault Just Cause.
 - (1) The *landlord* shall, regardless of the *tenant's* income or length of *tenancy* and at the *landlord's* option, provide relocation assistance to the *tenant* by one of the following:
 - (A) The *landlord* shall provide a direct payment to the *tenant*.
 - (i) Unless section 98.0706(c)(1)(A)(ii) applies, the direct payment to the *tenant* shall be in an amount equal to two months of actual rent under the *tenant's lease* in effect at the date of the notice.
 - (ii) If the *tenant* is a *senior* or *disabled*, the direct payment to the *tenant* shall be in an amount equal to three months of actual rent under the *tenant's lease* in effect at the date of the notice.
 - (B) The *landlord* shall waive, and not collect the payment by *tenant*, of any currently due or future rent under the

tenant's lease at the time of the notice and through the remainder of the tenancy in an amount equal to the applicable direct payment as set forth in section 98.0706(c)(1)(A).

- (2) When more than one tenant occupies the residential rental property and the landlord elects to provide direct payment of relocation assistance to the tenants, the landlord may make a single direct payment to all the tenants named in the lease.
- (3) The relocation assistance required by this Division shall not relieve the landlord's obligation to, and shall be in addition to, the return of any deposit or security amounts owed to the tenant.
- (4) Any relocation assistance required by this Division shall be credited against any other relocation assistance required by any federal, state, or other local law.
- (5) If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance provided under this Division may be recoverable by landlord as damages in an action to recover possession of the residential rental property.

(d) Additional Requirement Upon Termination of a Tenancy for No-Fault Just Cause.

If a residential rental property is offered for rent or lease for residential purposes within five years of the date the tenant was evicted under

sections 98.0704(b)(1), (3), or (4), landlord shall first offer to lease the residential rental property in writing to the tenant displaced from that unit by the no-fault just cause termination if the tenant:

- (1) advised the landlord in writing within 30 days of the termination notice of the tenant's desire to receive an offer to renew the tenancy; and
- (2) provided the landlord a mailing address or email address for the landlord to send the offer, including any change of mailing address or email address.

The landlord shall have the right to screen the tenant using industry accepted methods and shall communicate the minimum screening criteria in the written offer for the new tenancy.

- (e) In addition to other remedies applicable to landlord's failure to comply with this Division, a landlord's failure to strictly comply with section 98.0706 shall render void any notice of termination required by section 98.0706.

§98.0707 Buyout Agreements

- (a) Disclosure Prior to Buyout Offers. Prior to making a buyout offer, the landlord shall provide each tenant in a residential rental property a written disclosure that shall include the following:
 - (1) a statement that the tenant has a right not to enter into a buyout agreement;

- (2) a statement that the *tenant* may choose to consult with an attorney before entering into a *buyout agreement*;
- (3) a statement that the *landlord* may not *retaliate* against the *tenant* for refusing to enter into or negotiate a *buyout agreement*;
- (4) a statement that all *tenants* of a *residential rental property* may refuse to receive future *buyout offers* by providing *landlord* written notice of their refusal and all *tenants* of a *residential rental property* may rescind the refusal to receive future *buyout offers* by providing *landlord* written notice of the rescission;
- (5) a statement that the *tenant* is eligible for relocation assistance and the amount of the required relocation assistance in section 98.0706(c);
- (6) the names of all people authorized to discuss the *buyout offer* and enter into a *buyout agreement* on the *landlord's* behalf;
- (7) a space for each *tenant* to sign and write the date the *landlord* provided the *tenant* with the disclosure; and
- (8) a space for the *landlord* to sign and write the date on which the *landlord* provided the *tenant* with the disclosure.
- (b) The *landlord* shall provide each *tenant* a fully executed copy of the disclosure form within three days of its execution and retain a copy of each signed disclosure form for five years, along with a record of the date the *landlord* provided the disclosure to each *tenant*.

(c) Requirements for *Buyout Agreements*. The *landlord* shall comply with the following:

- (1) The *buyout agreement* shall be in writing.
- (2) A copy of the *buyout agreement* shall be given to each *tenant* at the time the *tenant* signs the *buyout agreement*.
- (3) The *buyout agreement* shall include the following statements in bold letters in at least 14-point font in close proximity to the space reserved for the signature of the *tenant*:
 - (A) You, the tenant, have a right not to enter into this buyout agreement.
 - (B) If you, the tenant, are entitled to relocation assistance under federal, state, or local law, a buyout agreement for less than the amount of the relocation assistance to which you are entitled violates Chapter 9, Article 8, Division 7 of the San Diego Municipal Code and is void.
 - (C) You, the tenant, may choose to consult with an attorney before signing this agreement.
- (4) If the *tenant* primarily negotiates the *buyout agreement* or *lease*, orally or in writing, in a non-English language, the *landlord* shall provide the *tenant* with an English and a translated version of the *buyout agreement* at the same time.

A *buyout agreement* that does not strictly comply with all the requirements of section 98.0707(c)(1)-(4) shall be void.

- (d) Void Buyout Agreements. Buyout agreements shall be for an amount that is greater than the amount of relocation assistance available to the tenant in section 98.0706(c). A buyout agreement for less than the amount of relocation assistance owed to the tenant violates this Division and is void.
- (e) No Waiver. The provisions of section 98.0707 may not be waived by a buyout agreement. Any term of a buyout agreement, lease, contract, or other agreement which purports to waive or limit a tenant's rights under section 98.0707 is contrary to public policy, unenforceable, and void.

§98.0708 **Retaliation Prohibited**

A landlord shall not retaliate against a tenant for exercising any right provided by this Division or seeking the enforcement of this Division.

§98.0709 **Remedies**

- (a) A tenant claiming a violation of this Division may file an action against a landlord in a court of competent jurisdiction.
- (b) A tenant may seek injunctive relief, equitable relief, and money damages, including punitive damages, in a civil action against a landlord for a violation of this Division.
- (c) A tenant may raise, as an affirmative defense, any violation or noncompliance with this Division in any action by a landlord to recover possession of a residential rental property.
- (d) Any attempt by a landlord to recover possession of a residential rental property or any actual recovery of possession of a residential rental property in violation of this Division shall render the landlord liable to the

tenant in a civil action for wrongful eviction for damages of not less than three times the actual economic damages.

- (e) Any landlord who fails to provide relocation assistance as required by section 98.0706(c) shall be liable to the tenant in a civil action for not less than three times the required relocation assistance and actual economic damages.
- (f) In an action between landlord and tenant brought under this Division that is not an unlawful detainer action, the prevailing party shall recover costs and reasonable attorney fees.
- (g) The remedies under section 98.0709 are cumulative and may be used in addition to any other remedies in this Division or at law, statute, or ordinance.
- (h) The City may enforce this Division under Chapter 1, Article 2 of this Code, including civil and criminal remedies.

§98.0720 Definitions

~~The following definitions apply to the administration and enforcement of this division:~~

~~“Condominium” means the same as defined in sections 783 and 1351(f) of the California Civil Code.~~

~~“Landlord” means an owner, lessor, sublessor or any other person or entity entitled to offer any residential unit for rent or entitled to receive rent for the use and occupancy of any rental unit.~~

~~“Resident manager” means a person who resides on the premises and is employed to perform or to be responsible for the operation and/or maintenance of the rental units on the premises.~~

~~“Rental unit” means a room or a group of two or more rooms designed, intended, or used for human habitation. Rental units include apartments, condominiums, stock cooperatives, single dwelling units, and hotel units not exempted under section 98.0725.~~

~~“Single dwelling unit” means a single detached structure containing one dwelling unit for human habitation and accessory buildings appurtenant thereto located on a lot or parcel and all housing services provided in connection with the use or occupancy thereof.~~

~~“Stock cooperative” means the same as defined in California Business and Professions Code section 11003.2.~~

~~“Tenancy” means the right or entitlement of a tenant to use or occupy a rental unit.~~

§98.0725 Exemptions

~~The following shall be exempt from the requirements of this division:~~

- ~~(a) **Institutional Facilities.** Housing accommodations in any hospital, convent, monastery, extended care facility, asylum, nonprofit home for the aged, fraternity, or sorority house, housing accommodations owned, operated, or managed by a bona fide educational institution for occupancy by its students or rental units that require intake, case management or counseling and an occupancy agreement as part of the occupation.—~~

- (b) ~~**Agency Owned or Subsidized Units.** Any *rental unit* owned, operated, or subsidized by any government agency, and which is therefore subject to substantially similar or greater state or federal eviction controls.~~
- (c) ~~**Rooms Rented to Boarders.** A *rental unit* in which the *landlord* owns the *rental unit*, shares kitchen or bath facilities with the tenants, and also occupies the *rental unit* or a unit in the same building as his or her principal residence.~~
- (d) ~~**Rental Units in Hotels, Motels, or Rooming Houses Rented to Transient Guests** which do not qualify as Single Room Occupancy Hotel Rooms pursuant to San Diego Municipal Code Chapter 14, Article 3, Division 5.~~
- (e) ~~**Mobile Homes.** Mobile homes subject to Mobilehome Residency Law (California Civil Code, Chapter 2.5).~~
- (f) ~~Transient occupancies defined by California Civil Code section 1940(b).~~

§98.0730 Termination of Tenancy

~~A residential *tenancy* of more than two years duration shall not be terminated, nor shall its renewal be refused, except for one or more of the following reasons:~~

- (a) ~~Nonpayment of Rent.~~
- (b) ~~**Violation of Obligation of Tenancy.** The tenant has violated a lawful and material obligation or covenant of the *tenancy*, except that the following may not be grounds for termination or nonrenewal of a *tenancy*:~~

- (1) ~~The failure to surrender possession of the rental unit upon the expiration of a specified term, except as provided in section 98.0730(e);~~
- (e) **Nuisance.** ~~The tenant is committing a nuisance or permitting a nuisance in, or is causing damage to, the *rental unit* or to the appurtenances thereof or to the common areas of the housing complex containing the *rental unit*, or is creating an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the housing complex.~~
- (d) **Illegal Use.** ~~The tenant is using or permitting the *rental unit* to be used for an illegal purpose.~~
- (e) **Refusal to Renew Lease.** ~~The tenant who had a written lease or rental agreement which terminated on or after April 26, 2004 has refused, after written request by the *landlord*, to execute a written extension or renewal thereof within the written period prescribed by the lease or state law for a further term of like duration with similar provisions.~~
- (f) **Refusal to Provide Access.** ~~The tenant has refused to give the *landlord* reasonable access to the *rental unit* for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by the lease or by law, or for the purpose of showing the *rental unit* to any prospective purchaser or mortgagee.—~~
- (g) **Correction of Violations.** ~~The *landlord*, after having obtained all necessary permits from the City of San Diego, seeks to recover possession of the *rental unit* for necessary repair or construction when removal of the~~

~~tenant is reasonably necessary to accomplish the repair or construction work.~~

(h) **~~Withdrawal of Residential Rental Structure from the Rental Market.~~**

~~The landlord intends to withdraw all rental units in all buildings or structures on a parcel of land from the rental market.~~

(i) **~~Owner or Relative Occupancy.~~** ~~The landlord, or his or her spouse, parent, grandparent, brother, sister, child, grandchild (by blood or adoption), or a resident manager plans to occupy the rental unit as their principal residence.~~

§98.0750 Notice to Tenant

~~Any landlord who attempts to terminate a tenancy pursuant to any of the grounds set forth in section 98.0730 shall provide the tenant a written notice to quit or terminate which recites the grounds under which the landlord is proceeding. The landlord shall provide the notice prior to or at the same time as the written notice of termination set forth in Civil Code section 1946.1, or a three day notice described in Code of Civil Procedure sections 1161 and 1161a, is served on the tenant.~~

§98.0760 Affirmative Defense

~~In any action by a landlord to recover possession of a rental unit, the tenant may raise as an affirmative defense any violation or noncompliance with the provisions of this division.~~

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