



Southern California Rental Housing Association

A GUIDE TO CALIFORNIA'S TENANT PROTECTION ACT (AB 1482) JUST CAUSE LAW **Featuring an Overview of San Diego Area Tenant Protection Ordinances**

This guide is intended to provide an overview of state law as it pertains to Just Cause Termination of Tenancy, as well as a comparison of local Tenant Protection Ordinances and how they differ both from state law and one another. Please note that this document does not cover statewide rent caps. The exemptions for rent caps differ from those for Just Cause Termination. While state law specifically allows for a local jurisdiction to have a Just Cause ordinance so long as it is more protective, the same is not true for rent caps.

Background: The passage of California Assembly Bill 1482 in September 2019, also known as the Tenant Protection Act of 2019, was the result of a significant compromise brokered between California lawmakers, Gov. Gavin Newsom, tenant advocates and rental housing providers. The deal was designed to provide statewide "just cause" eviction protections and rent caps. In order to not deter much-needed new housing and investment, concessions were made to exempt new housing construction (less than 15 years old) and clarify eviction rules. Also negotiated was a sunset date of January 1, 2030, meaning the legislation was intended to be a 10-year, temporary measure. Since then, changes have been implemented to provide additional protections, specifically related to termination of tenancy for owner or family member move-in and substantial remodel. SB 567 (Durazo), signed into law in 2023, closed what some perceived as loopholes. More recently, a bill that would have lowered the rent cap, removed exemptions for single family homes, and would have removed the sunset date, failed passage at the committee level in both 2025 and early 2026. The bipartisan viewpoint for the failure of this bill was that these efforts undermine the 2019 negotiated Tenant Protection Act, which enjoyed mutual support from nearly all stakeholders.

The Tenant Protection Act (AB 1482) – Just Cause Termination of Tenancy **(California Civil Code 1946.2)**

Exemptions

1. Transient and tourist hotel occupancy.
2. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, or an adult residential facility.

3. Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.
4. Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.
5. Single-family owner-occupied residences, including both of the following:
 - a. 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.
 - b. A mobilehome.
6. A property containing two separate dwelling units within a single structure (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, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.
7. Housing that has been issued a certificate of occupancy within the previous 15 years, unless the housing is a mobilehome.
8. Residential real property, including a mobilehome, that is alienable separate from the title to any other dwelling unit (Single Family Home/Condo), 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.
 - iv. Management of a mobilehome park.
 - b. 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 Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code 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."
9. 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 of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or 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 Section 50093 of the Health and Safety Code or comparable federal statutes.

Note: The law requires that tenants receive mandatory notification about their rights.

“California law limits the amount your rent can be increased. See Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. See Section 1946.2 of the Civil Code for more information.”

Just Cause Definitions

Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate a tenancy without just cause, which shall be stated in the written notice to terminate tenancy.

At-Fault just cause, which means any of the following:

1. Default in the payment of rent.
2. A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
3. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
4. Committing waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
5. The tenant had a written lease that terminated on or after January 1, 2020, or January 1, 2022, if the lease is for a tenancy in a mobilehome, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this section or any other provision of law.
6. Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.
7. Assigning or subletting the premises in violation of the tenant’s lease, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

8. The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of this code, and Sections 13113.7 and 17926.1 of the Health and Safety Code.
9. Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
10. The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the Code of Civil Procedure.
11. When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the owner, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the Code of Civil Procedure.

No-Fault just cause, which means any of the following:

- 1. Intent to occupy the residential real property by the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum of 12 continuous months as that person's primary residence.**
 - The owner or owner's spouse, domestic partner, children, grandchildren, parents, or grandparents must occupy the property for a minimum of 12 continuous months as their primary residence, and must move into the unit within 90 days after the tenant vacates;
 - This no-fault cause is not available if the intended occupant occupies a rental unit on the property or if a vacancy of a similar unit already exists at the property;
 - The written notice terminating a tenancy must contain the name or names and relationship to the owner of the intended occupant, and must notify the tenant that they may request proof that the intended occupant is an owner or related to the owner, as defined;
 - If the intended occupant fails to occupy the rental unit within 90 days after the tenant vacates, or fails to occupy the rental unit as their primary residence for at least 12 consecutive months, the owner must offer the unit to the tenant who vacated it at the same rent and lease terms in effect at the time the tenant vacated, and the owner must reimburse the tenant for reasonable moving expenses incurred in excess of any relocation assistance that was paid to the tenant in connection with the written notice;
 - If the intended occupant moves into the rental unit within 90 days after the tenant vacates, but dies before having occupied the rental unit for 12 months, this does not constitute a failure to comply with the bill or a material violation by the owner;

- For a new tenancy commenced within 12 months after terminating a tenancy, the unit must be offered and rented or leased at the lawful rent in effect at the time any notice of termination of tenancy was served; and
- Defines "owner" to mean any of the following:
 - An owner who is a natural person that has at least a 25% recorded ownership interest in the property;
 - An owner who is a natural person who has any recorded ownership interest in the property if 100% of the recorded ownership is divided among owners who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild; or
 - An owner who is a natural person whose recorded interest in the property is owned through a limited liability company (LLC) or partnership.
- Defines "natural person" to include any of the following:
 - Any natural person who is a settlor or beneficiary of a "family trust," which means a revocable living trust or irrevocable trust in which the settlors and beneficiaries of the trust are persons who are related to each other as sibling, spouse, domestic partner, child, parent, grandparent, or grandchild; or
 - If the property is owned by an LLC or partnership, a natural person with at least a 25% recorded ownership interest in the property.
- Defines "beneficial owner" to mean a natural person or family trust for whom, directly or indirectly and through any contract arrangement, understanding, relationship, or otherwise, any of the following applies:
 - The natural person exercises substantial control over a partnership or LLC;
 - The natural person owns 25% or more of the equity interest of a partnership or LLC; or
 - The natural person receives substantial economic benefits from the assets of a partnership.

2. Withdrawal of the residential real property from the rental market.

3. The owner complying with any of the following:

- An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.
- An order issued by a government agency or court to vacate the residential real property.
- A local ordinance that necessitates vacating the residential real property.
 - If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate the tenant shall not be entitled to relocation assistance.

4. Intent to demolish or to substantially remodel the residential real property.

- For purposes of this subparagraph, “substantially remodel” means either of the following that cannot be reasonably accomplished in a safe manner that allows the tenant to remain living in the place and that requires the tenant to vacate the residential real property for at least 30 consecutive days:
 - The replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency.
 - The abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws.
- A tenant is not required to vacate the residential real property on any days where a tenant could continue living in the residential real property without violating health, safety, and habitability codes and laws. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial remodel.
- A written notice terminating a tenancy for substantial remodel shall include all of the following information:
 - A statement informing the tenant of the owner’s intent to demolish the property or substantially remodel the rental unit property.
 - *“If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer.”*
 - A description of the substantial remodel to be completed, the approximate expected duration of the substantial remodel, or if the property is to be demolished, the expected date by which the property will be demolished, together with one of the following:
 - A copy of the permit or permits required to undertake the substantial remodel or demolition.
 - If a notice is issued and the remodel does not require any permit, a copy of the signed contract with the contractor hired by the owner to complete the substantial remodel, that reasonably details the work that will be undertaken to abate the hazardous materials.

- A notification that if the tenant is interested in reoccupying the rental unit following the substantial remodel, the tenant shall inform the owner of the tenant’s interest in reoccupying the rental unit following the substantial remodel and provide to the owner the tenant’s address, telephone number, and email address.

Opportunity to Cure: Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

Mandatory Relocation Payment: For a tenancy terminated for No-Fault Just Cause, regardless of the tenant’s income, at the owner’s option, do one of the following:

- Provide a direct payment to the tenant equal to one month of the tenant’s rent that was in effect when the owner issued the notice to terminate the tenancy. Payment must be provided within 15 calendar days of the notice being served.

OR

- Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

Overview/Comparison of San Diego Region Tenant Protection Ordinances

The cities of Chula Vista, Imperial Beach, and San Diego have adopted local Tenant Protection Ordinances. The City of Oceanside considered a local ordinance in 2025, however, the proposal failed passage at second reading.

Issue Area	Chula Vista	Imperial beach	San Diego
Exemptions	State Law minus exemption for new construction (15 year)	State Law with additional exemption for mobilehome ordinance and short-term rentals.	Same as State Law
Effective Date	Day 1 of Tenancy	12 months of Tenancy	Day 1 of Tenancy with exceptions for short-term leases of 3 months or less (including renewals for same term up to one year)

Key Definitions	<ul style="list-style-type: none"> ♦ Elderly = 62 years old or older ♦ Residential Rental Complex = 3 Units or more 	<ul style="list-style-type: none"> ♦ Elderly = 62 years old or older ♦ Residential Rental Complex= 15 units or more 	Elderly = 62 years old or older
Noticing to Tenants	<ul style="list-style-type: none"> ♦ Mandatory Notification of law to tenants ♦ City-specific exemption notification 	<ul style="list-style-type: none"> ♦ Mandatory Notification of law to tenants ♦ City-specific exemption notification 	<ul style="list-style-type: none"> ♦ Mandatory Notification of law to tenants and must provide copy of Tenant Protection Guide (19 pages) ♦ City-specific exemption notification
Substantial Remodel Definition	Stricter threshold for Substantial Remodel (60 days vacancy needed, \$40/sq ft remodel)	Stricter/more descriptive definition of Substantial Remodel	Same as State Law
Relocation (No-Fault Cause)	<ul style="list-style-type: none"> ♦ 1 month for 1 to 2 units. ♦ 3+ units = 2 months' rent at HUD Small Market Fair Rent for Property Zip Code. ♦ 3 months for senior or disabled. 	<ul style="list-style-type: none"> ♦ State Law (1 months' rent) for properties under 15 units or No-Fault Cause other than Substantial Remodel/Demo. ♦ For 15+ Units for Remodel/Demo = 1 month contract rent + 1 month HUD Small Market Fair Rent. (add 1 month at HUD rate for Elderly/Disabled). 	<ul style="list-style-type: none"> ♦ 2 months' contract rent. ♦ 3 months' contract rent for senior or disabled.
Copy of Notice to City	For No-Fault Cause only.	Yes, for all non-exempt properties.	<ul style="list-style-type: none"> ♦ Required for termination notices regardless of cause. ♦ Ordinance does not require compliance until the submission portal is active. ♦ To date, the city has not been able to provide the needed funding to implement and maintain a portal.
Miscellaneous Differences	Additional section related to harassment and includes criminal penalties.	Owner must certify they read and will adhere to law when applying for business license tax.	Disclosures and limitations on buyout agreements.

Policy Concerns with Local Tenant Protection Ordinances

As a matter of policy, SCRHA believes that a statewide standard best serves the community as a whole. State law provides consistency and clarity and avoids a patchwork of regional legislation that is confusing to both housing providers and tenants. The following is a list of common concerns with additional protections in local Tenant Protection Ordinances.

- **Exemptions**

- State lawmakers carefully crafted exemptions so as not to deter the construction of new housing and investment in existing housing stock, much of which is older (see Lemon Grove chart below) and in need of substantial upgrades. Other exemptions exist to ensure that individual homeowners may still rent rooms or other units in certain structures without regulation that might otherwise discourage the practice.
- The 15 year rolling exemption for new construction is vital for encouraging investment in a community.
 - SCRHA has heard from investors/builders that they have chosen not to build in Chula Vista because their ordinance lacks this exemption.
 - Oceanside's draft also lacked this exemption. At least one developer with shovel-ready land indicated they put development plans on hold until it was determined if there would be a new construction exemption.

- **Effective date of protections**

- State law and some ordinances do not provide just cause protections for tenancies under 12 months. The idea behind this is that just cause is intended to protect longer-term tenants. Moreover, the first year of tenancy is key to helping tenants decide if they wish to stay at a rental property. For housing providers, this is a pivotal time for determining if the tenant creates a nuisance or engages in problematic behavior.

- **Definitions**

- Consistent definitions help housing providers avoid unintentional mistakes and ensure clarity for tenants and property owners/managers alike.
- In some cases, alternative definitions are unnecessary and only serve to confuse. In Imperial Beach, the additional definition for substantial remodel is not necessary since state law makes it clear that permits are required or abatement of hazards, and that cosmetic improvements alone do not count.
 - Chula Vista's definition is something SCRHA has been hoping to amend as it requires work that necessitates a vacancy of at least 60 days. Coupled with the \$40/sq ft requirement, many owners and managers have reported forgoing upgrades, namely in smaller units, because they cannot meet that high bar. If a unit can be returned to market in less than 60 days (but over 30) that should not be discouraged.

- So far, all jurisdictions with a Tenant Protection Ordinance have consistently defined Elderly as 62 years of age or older. Lemon Grove's temporary ordinance defines it as 60 years of age or older.

- **Noticing**

- The creation and implementation of local ordinances trigger a host of mandatory noticing requirements. Owners must serve notices to tenants with prescriptive language that refer to state law and municipal code.
- For properties not subject to the local ordinance because of the single family home exemption, prescriptive language referencing state and local law are still required. Absent that, the property is not exempt.
 - It should be noted that property owners in other jurisdictions have been sued for not having the local exemption notification in place. In one instance, a single family homeowner moved back into their home and was then sued for not providing relocation. That owner had the state exemption notice in place but was not aware of the local notice. Because the law allows for treble damages, the owner was sued for over \$300,000 for relocation, as well as moving costs, emotional distress, and the difference between tenant's rent and market rent.

- **Relocation (primarily as it relates to substantial remodel)**

- State law provides for the equivalent of one month's rent for No-Fault Cause.
- Jurisdictions that were early adopters of a local Tenant Protection ordinance (such as Chula Vista) cited concerns with displaced tenants finding new housing.
- Since then, costs to enter new housing have been mitigated by state law that has reduced the maximum security deposit to no more than the equivalent of months' rent for most rental properties.
- Of great concern is the requirement in Chula Vista and Imperial Beach to provide relocation at the HUD Small Fair Market Rent. These amounts are typically higher than contract rent, meaning housing providers are paying more than they collect from their tenant in rent.
- The higher relocation thresholds for Elderly and Disabled have raised Fair Housing concerns. Housing providers might know age from an application or original rental agreement, but age and disability are not things housing providers should inquire about.
 - More concerning is the additional requirements in Lemon Grove's temporary ordinance regarding income and minor children. Housing providers only know income from application phase and may not "requalify" someone mid-tenancy (unlike affordable housing). Additionally, Familial Status is a protected class that housing providers stay clear of so they don't violate fair housing. An original rental agreement may contain ages of children/occupants, but if children move in later

housing providers must be very careful to avoid discriminatory questions. Other jurisdictions have avoided these additional pitfalls.

- Unfortunately, higher relocation mandates discourage smaller rent increases. If a housing provider must pay more than they collect, and/or relocation beyond state law, they will be forced to take the maximum rent increase as allowed by law for fear of potentially not being able to afford the relocation amounts down the road.
- In some cases, these relocation frameworks discourage property upgrades entirely, which is concerning in most local cities as they have significant amounts of aging housing stock. **In Lemon Grove, over approximately 88% of the housing stock is 25 years or older. See chart below.**
- It should be noted that substantial remodel **IS NOT** regular property maintenance. Some will argue that “good owners/managers” will maintain their property on a regular basis so they shouldn’t need a substantial remodel. The two concepts differ entirely as made clear by the definition of substantial remodel
- Many older properties have not undergone significant upgrades (not maintenance) over the years. Owners of these properties often provide below-market rents as well. When these properties are sold, the new owners often do significant upgrades, not just to improve the property but to also meet requirements of insurance providers and lenders. As with everything, material and labor costs have increased significantly, and housing providers must be able to recoup costs.
 - The insurance crisis has significantly impacted the multi-family housing market. Besides the wide-spread lack of affordable insurance overall, some companies have refused to insure multi-family properties unless they upgrade all electrical and/or plumbing, which would necessitate a substantial remodel in most cases.

- **Copy of Notices to the City**

- This is an additional administrative burden for housing providers and one that comes dangerously close to a rental registry, something closely associated with rent control.
- There are also privacy concerns associated with providing specific tenant information.
- It is also unclear how the data is used and what, if any, benefit there is to this requirement.
 - Chula Vista only collects No-Fault Cause notices and claims to use the information to reach out to tenants to see if they need housing assistance.
 - Imperial Beach (and San Diego though not implemented) collects notices for all causes. However, it is unclear what the data will be used for.
 - Tracking No-Fault Cause could allow cities to assist residents who must move and to better track the real numbers associated with this kind of termination tenancy. However, it is unclear what, if any, benefit there is for tracking At-Fault Cause if cities are not going to create policies or programs that assist housing

providers. At-Fault Cause means the tenant did something wrong, yet the path for removing problematic tenants is not made any easier with local Tenant Protection Ordinances.

- For Non-Payment of Rent, cities should focus efforts on funding Rental Assistance programs (i.e. San Diego HIPP, County Shallow Rent Subsidy, Escondido Rent Subsidy) to assist tenants when they have a financial hardship. These programs make all parties whole and help prevent displacement. It is far less costly to help keep someone housed than it is to address homelessness. Win Win Win!

Label	Estimate
Occupied housing units	9,051
UNITS IN STRUCTURE	
1, detached	5,646
1, attached	766
2 apartments	348
3 or 4 apartments	401
5 to 9 apartments	465
10 or more apartments	1,412
Mobile home or other type of housing	13
YEAR STRUCTURE BUILT	
2020 or later	22
2010 to 2019	430
2000 to 2009	614
1980 to 1999	1,410
1960 to 1979	2,983
1940 to 1959	3,375
1939 or earlier	217

U.S. Census Bureau. "Physical Housing Characteristics for Occupied Housing Units." American Community Survey, ACS 5-Year Estimates Subject Tables, Table S2504,

<https://data.census.gov/table/ACSST5Y2024.S2504?q=housing&g=160XX00US0641124>