

AMENDED IN ASSEMBLY APRIL 23, 2019

AMENDED IN ASSEMBLY MARCH 28, 2019

CALIFORNIA LEGISLATURE—2019–20 REGULAR SESSION

ASSEMBLY BILL

No. 1481

Introduced by Assembly Member Bonta

February 22, 2019

An act to add Section 1946.2 to the Civil Code, relating to housing.

LEGISLATIVE COUNSEL'S DIGEST

AB 1481, as amended, Bonta. Tenancy termination: just cause.

Existing law specifies that a hiring of residential real property, for a term not specified by the parties, is deemed to be renewed at the end of the term implied by law unless one of the parties gives written notice to the other of that party's intention to terminate. Existing law requires an owner of a residential dwelling to give notice at least 60 days prior to the proposed date of termination, or at least 30 days prior to the proposed date of termination if any tenant or resident has resided in the dwelling for less than one year, as specified. Existing law requires any notice given by an owner to be given in a prescribed manner, to contain certain information, and to be formatted, as specified.

This bill would, with certain exceptions, prohibit a lessor of residential property ~~for a term not specified by the parties,~~ from terminating the lease without just-cause *cause, as defined*, stated in the written notice to terminate.

This bill would require, for curable violations, that the lessor give a notice of violation and an opportunity to cure the violation prior to issuing the notice of ~~termination, unless the notice to terminate states~~

~~just cause that is related to specific illegal conduct that creates the potential for harm to other tenants: termination.~~

~~This bill would require, unless the owner intends to occupy the residential property, require, for no-fault just cause terminations, as specified, that the lessor assist the lessee, lessee to relocate, regardless of the lessee’s income, to relocate by providing a direct payment to the lessee.~~

This bill would require a lessor of residential property to provide notice to a lessee of the lessee’s rights under these provisions at the beginning of the tenancy by providing an addendum to the lease to be signed by the lessee when the lease agreement is signed.

This bill would not prevent local rules or ordinances that provide a higher level of tenant ~~protection~~ *protection, as specified.*

Vote: majority. Appropriation: no. Fiscal committee: no. State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 1946.2 is added to the Civil Code, to
2 read:

3 1946.2. (a) Notwithstanding any other law, no lessor of
4 residential ~~property for a term not specified by the parties, which~~
5 *property, that* the tenant has occupied with or without a written
6 lease agreement, shall terminate the lease without ~~just cause~~ *cause,*
7 which shall be stated in the written notice to terminate tenancy set
8 forth in Section 1946.1.

9 (b) For purposes of this section, “just cause” includes either of
10 the following:

11 (1) At-fault just cause, which ~~includes, but is not limited to,~~
12 *includes* any of the following:

13 (A) Failure to pay rent.

14 (B) Substantial breach of a material term of the rental agreement,
15 including, but not limited to, violation of a provision of the lease
16 after being issued a written notice to stop the violation.

17 ~~(C) Nuisance, including, but not limited to, disturbing other~~
18 ~~tenants or neighbors after being issued a written notice to stop the~~
19 ~~disturbance.~~

20 (C) *Nuisance.*

21 (D) Waste.

1 (E) Refusal, by the tenant to sign a new lease that is identical
2 to the previous lease, after the previous lease expired.

3 (F) Illegal conduct, including, but not limited to, using the
4 residential property for criminal activity. However, a charge or
5 conviction for a crime that is unrelated to the tenancy is not at-fault
6 just cause for termination of the hiring.

7 (2) No-fault just cause, ~~including, but not limited to,~~ *which*
8 *includes* any of the following:

9 (A) (i) Owner intent to occupy the residential property.

10 (ii) Clause (i) shall apply only if the tenant agrees, in writing,
11 to the termination, or if a provision of the lease agreement allows
12 the owner to terminate the lease if the owner unilaterally decides
13 to occupy the residential property.

14 ~~(iii) Clause (i) shall not apply if the tenant is 60 years of age or~~
15 ~~older, disabled, or catastrophically ill.~~

16 (B) Withdrawal of the residential property from the rental
17 market.

18 ~~(C) Unsafe habitation.~~ *habitation, as determined by a*
19 *government agency that has issued an order to vacate, order to*
20 *comply, or other order that necessitates vacating the residential*
21 *property.*

22 (D) Intent to demolish or to substantially remodel.

23 (c) Before a lessor of residential property issues a lessee a notice
24 to terminate tenancy for just cause that is a curable lease violation,
25 the lessor shall first give notice of the violation to the lessee with
26 an opportunity to cure the violation. ~~If the notice to terminate~~
27 ~~tenancy states just cause related to specific illegal conduct that~~
28 ~~creates the potential for harm to occur to other tenants, no notice~~
29 ~~of the violation or opportunity to cure the violation is required~~
30 ~~before the notice to terminate tenancy is issued.~~

31 (d) ~~Except as provided in subparagraph (A) of paragraph (2) of~~
32 ~~subdivision (b), if~~ *If* a lessor of residential property issues a notice
33 to terminate tenancy for no-fault just cause, the lessor shall assist
34 the lessee, regardless of the lessee's income, to relocate by
35 providing a direct payment to the lessee. The amount of this
36 payment shall be determined based upon the number of bedrooms
37 contained on the residential property. If a lessor issues a notice to
38 terminate tenancy for no-fault just cause, the lessor shall notify
39 the lessee of the lessee's right to relocation assistance pursuant to
40 this section.

1 (e) This section shall not apply to the following types of
 2 residential properties or residential circumstances:
 3 ~~(1) Government-owned and government-subsidized housing~~
 4 ~~units or housing with existing government regulatory assessments~~
 5 ~~that govern rent increases in subsidized rental units.~~
 6 ~~(2)~~
 7 (1) Transient and tourist hotel occupancy as defined in
 8 subdivision (b) of Section 1940.
 9 ~~(3)~~
 10 (2) Housing accommodations in a nonprofit hospital, religious
 11 facility, or extended care facility.
 12 ~~(4)~~
 13 (3) Dormitories owned and operated by an institution of higher
 14 education or a kindergarten through grade 12 school.
 15 ~~(5)~~
 16 (4) Housing accommodations in which the tenant shares
 17 bathroom or kitchen facilities with the owner who maintains their
 18 principal residence at the residential property.
 19 ~~(6)~~
 20 (5) Single owner-occupied residences, including a residence in
 21 which the owner-occupant rents or leases two units or bedrooms,
 22 including, but not limited to, an accessory dwelling unit or a junior
 23 accessory dwelling unit.
 24 (f) A lessor of residential property shall provide notice to a
 25 lessee of the lessee’s rights under this section at the beginning of
 26 the tenancy by providing an addendum to the lease which shall be
 27 signed by the lessee when the lease agreement is signed.
 28 (g) This section does not prevent the enforcement of an existing
 29 local rule or ordinance, or the adoption of a local rule or ordinance,
 30 that requires just cause for termination of a residential tenancy
 31 ~~that, when reviewed by the governing body of the city, city and~~
 32 ~~county, county, or other municipality, that further limits or specifies~~
 33 *the allowable reasons for eviction, requires longer notice or*
 34 *additional procedures for evicting tenants, provides for higher*
 35 *relocation assistance amounts, or is determined to provide a higher*
 36 level of tenant protections than this section.

O