



**CITY OF NOVATO**  
**Add new Chapter 4-17 to Novato Municipal Code**

**TENANT PROTECTIONS**

**Section 4-17.1 Purpose**

- A. It is the purpose and intent of this chapter to provide housing security and stability through adoption of local protections against arbitrary terminations of residential tenancies and to increase certainty and fairness in the residential rental market within the city in order to promote the health, safety, and general welfare of the residents and property owners within the City of Novato.
- B. This chapter is enacted to further the purposes of and in partial reliance on the state-wide rent control regulations codified in Civil Code Section 1947.12, part of the Tenant Protection Act of 2019 (“Act”), and in California Penal Code Section 396 during times of declared emergency. This chapter is intended to exercise the City’s constitutional police power in Article XI, Sections 5 and 7 of the California Constitution and the authority granted in Government Code Section 1946.2.
- C. This chapter is intended to provide greater tenant protections beyond those provided by the Act by applying to a greater number of tenants than the Act, increasing residential tenant relocation assistance, prescribing required notice of tenants’ rights under this chapter, and establishing certain additional rights and remedies for tenants. This chapter is also intended to support the interests of residential property owners in: enforcing the lawful terms of their rental agreements; renting their property for temporary tenancies; and exiting the rental housing market, including upon sale of a rental unit.
- D. Nothing in this section shall abrogate the statutory protections afforded to residential real property owners seeking to withdraw from rent or lease all accommodations as defined by and in accordance with the Ellis Act (Government Code section 7060 et seq.) or to survivors of violence consistent with the California Code of Civil Procedure Section 1161.3, and the Violence Against Women Act, Public Law 102-322, as amended from time to time.

**Section 4-17.2 Definitions.**

- A. *“Buyout Agreement”* shall mean an agreement in which a landlord pays a tenant money or other consideration to vacate a Rental Unit. An agreement to settle an unlawful detainer action pending in court does not constitute a "Buyout Agreement."
- B. *“Buyout Offer”* shall mean offer, written or oral, by a landlord to pay a tenant money or other consideration to vacate a Rental Unit. An offer to settle an unlawful detainer action pending in court does not constitute a "Buyout Offer."
- C. *"City"* shall mean the City of Novato, a municipal corporation.
- D. *"Community development director"* shall mean the director of the City's Department of Community Development or their authorized representative.
- E. *"City Manager"* means the City of Novato City Manager or their authorized representative.
- F. *“Consumer Price Index”* or *“CPI”* means the Consumer Price Index for all urban consumers in the San Francisco/Oakland area published by the Bureau of Labor Statistics.
- G. *"Disabled"* shall have the same meaning as in Section 12955.3 of the Government Code.
- H. *" Dwelling unit"* shall mean each single-family rental unit and each unit of a duplex, multiple dwelling structure, townhouse or condominium designed as a separate habitation for one or more persons.
- I. *"Housing services"* means services that include, but are not limited to, repairs, maintenance, painting, providing light, heat, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, utilities that are not individually metered, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege or facility connected with the use of occupancy of any rental unit. Housing services to a rental unit shall include a proportionate share of services provided to common facilities of the building in which the rental unit is contained.
- J. *“HUD FMR”* rent shall mean the fair market rent published by the U.S. Department of Housing and Urban Development for the applicable year for Marin County.
- K. *"Landlord"* means an owner, lessor, sublessor, or any other person entitled to receive rent for the use or occupancy of any rental unit, or an agent, representative or successor of any of the foregoing.

- L. "*Permanent relocation payment*" means the payment required to be paid to a tenant household by any landlord (i) who takes action to terminate a tenancy pursuant to Section 4-17.5(C)(2) (Owner Move-In) or Section 4-17.5(C)(3) (Withdrawal from Rental Market); (ii) when a tenant household has elected to permanently vacate pursuant to Section 4-17.8(A)(1)(iii) or (B)(1)(iii); or (iii) when a tenant household has vacated a rental unit for 180 or more consecutive calendar days for substantial renovation pursuant to Section 4-17.5(C)(1) (Temporarily Vacate in Order to Undertake Substantial Renovation) or pursuant to a governmental agency's order to vacate.
- M. "*Primary residence*" means a dwelling unit that an owner occupies as a primary residence, as evidenced by the dwelling unit qualifying for a homeowner's property tax exemption.
- N. "*Property*" means all rental units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.
- O. "*Qualifying relative*" means the spouse, domestic partner, children, grandchildren, parents or grandparents of a landlord
- P. "*Rent*" means the consideration paid for the right of use, possession and occupancy of property and all housing services provided therewith.
- Q. "*Rent differential payment*" means the difference between the lawful rent that a tenant household was paying at the time of displacement from a unit and the fair market rent, as established by the payment standards for the Section 8 Housing Choice Voucher Program in the County of Marin based on rental market information published each year by the U.S. Department of Housing and Urban Development, for a comparable rental unit based on the number of bedrooms. Where the lawful rent being paid at the time of displacement exceeds the applicable fair market rent established by the U.S. Department of Housing and Urban Development, no rent differential payment is required.
- R. "*Rental unit*" means any dwelling unit (whether approved to be used as such or not), building, structure, part thereof, or land appurtenant thereto, rented or offered for rent for residential purposes, even if the property itself is not zoned for such use, together with all housing services connected with the use or occupancy of such dwelling unit such as common areas and recreational facilities held out for use by the tenant.
- S. "*Senior*" means any person sixty-two years of age or older.
- T. "*Substantial renovation*" means repair or renovation work performed by a landlord in good faith, on a rental unit or on the building or structure containing the rental unit, after the landlord has obtained all necessary permits from the City that cannot be performed while the tenant occupies the rental unit and that improves the property by prolonging its useful life or adding value. Substantial renovation must additionally involve one of the following:

1. Replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit under the City's municipal code; or
  2. Abatement of hazardous materials, including without limitation lead-based paint, mold, pests, or asbestos, in accordance with applicable federal, state and local laws.
- U. "*Temporary relocation payment*" means the payment required to be paid to a tenant by any landlord (i) who takes action to temporarily vacate a rental unit to undertake substantial renovation work; or (ii) when the tenant household has temporarily vacated a rental unit in compliance with a governmental agency's order to vacate, provided that the tenant household has not elected to permanently vacate pursuant to Section 4-17.8(A)(1)(iii) or (B)(1)(iii).
- V. "*Temporary tenancy*" means a tenancy in the primary residence of the owner that is less than twelve (12) months in duration pursuant to an agreement specifying a date when the rental agreement will expire and the tenant shall surrender the unit so the owner may re-occupy it as their primary residence.
- W. "*Tenant*" means a person entitled by written or oral agreement to use or occupy a rental unit in the City.
- X. "*Tenant household*" means all tenant(s) who occupy any rental unit in the City and includes tenant relatives whose primary residence is the rental unit.

**Section 4-17.3 Applicability.**

- A. *General application.* Except as provided in subsection (B) of this section, the provisions of this chapter shall apply to tenants and tenant households on the first day of the term of rental agreements for rental units:
1. That contain a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling structure;
  2. In single room occupancy residential structures; or
  3. In any structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the City's zoning ordinance, that is hired, rented, or leased to a household within the meaning of Civil Code Section 1940. This includes any dwelling unit that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.
- B. *Exemptions.* Notwithstanding subsection (A), the provisions of this chapter shall not apply to:
1. Transient and tourist occupancies as defined in Civil Code Section 1940(b). This exemption does not apply (i) to a tenant who has resided at the property for more than thirty continuous days; (ii) a tenant who has entered into an agreement to lease a rental unit for 30 days or more; or (iii) where a landlord has violated Civil Code 1940.1 with regard to the tenant.
  2. Rental units in any hospital; convent; monastery; residential care facility for the elderly or community care facility, as those terms are defined in Section 19.60.020; extended medical care facility; non-profit home for the aged; or dormitory as defined in Building Code Section 202 that is solely owned and operated by an accredited institution of higher education.
  3. Dormitories or dwelling units owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school in the City.
  4. On-site property manager units occupied solely by an employee whose right to occupy is conditioned on employment, provided the employee was not a tenant prior to employment and pays no rent.
  5. A rental unit that is the primary residence of the landlord and has been since the inception of the tenancy and in which the landlord shares a bathroom or kitchen with a tenant.
  6. Temporary tenancies, as defined herein.

**Section 4-17.4 *Notice of tenant rights.***

- A. Landlords must provide each tenant household a current written notice of rights under this chapter:
  - 1. Within ninety (90) calendar days of this chapter taking effect, including any amendment thereof;
  - 2. When entering a lease or rental agreement;
  - 3. When renewing a lease or rental agreement;
  - 4. Concurrently with any notice of a rent increase or change of any term of tenancy;
  - 5. When a landlord lists the property for sale; and
  - 6. Within thirty (30) days of acquiring title to the unit or property and before.
- B. Notices provided under this section shall be in English and Spanish. If the lease or rental agreement governing a rental unit to which this chapter applies is in a language other than English or Spanish, or if a tenant requests that the notice be provided in a language other than English or Spanish, the landlord must also provide an accurate translation of the notice of termination in the language of the lease or rental agreement or the language requested by the tenant.
- C. Failure to comply with the notice requirements in this section shall render any rental increase or change in terms of tenancies or termination of tenancy notice invalid and unenforceable until such non-compliance is cured. Failure to comply with the notice requirements of this section may only be cured by providing notice of tenant rights in accordance with this section.

**Section 4-17.5 *Just cause requirements for termination of tenancy.***

Landlords are prohibited from terminating tenancies to which this chapter applies unless the termination is for an “at-fault” or “no-fault” just cause in accordance with this section, and unless and until the landlord first satisfies the termination prerequisites specified in this chapter.

A. ***Termination requirements.***

1. In order to lawfully terminate a residential tenancy to which this chapter applies, a landlord must:
  - i. Provide a current notice of tenant rights in accordance with Section 4-17.4;
  - ii. Serve a written notice of termination that meets the content requirements of Section 4-17.6; and
  - iii. For “no-fault” just cause terminations, comply with the applicable requirements of Sections 4-17.7, 4-17.8, and 4-17.9.

B. ***At-Fault Just Cause.*** The following circumstances with respect to a tenancy to which this chapter applies qualify as at-fault just causes for termination of the tenancy as permitted by this chapter.

1. ***Failure to pay rent.*** The tenant failed to pay rent within three (3) days of receiving written notice from the landlord demanding payment in accordance with subsection 2 of Code of Civil Procedure Section 1161, unless the tenant has withheld rent in accordance with the terms of the rental agreement or applicable local, state, or federal law.
  - i. Tenants may raise as a defense to an unlawful detainer action to recover possession of a unit for failure to pay rent that the landlord refused to accept rent paid on behalf of the tenant by a third party, or is refusing to provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party.
2. ***Breach of written rental agreement.*** The tenant has committed a breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the Code of Civil Procedure, after being issued a written notice to correct the violation.
3. ***Nuisance.*** The tenant has maintained, committed or permitted the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.

4. ***Failure to Provide Reasonable Access.*** The tenant has refused to grant the landlord reasonable access to the residential real property as authorized by Sections 1101.5 and 1954 of the Civil Code and Sections 13113.7 and 17926.1 of the Health and Safety Code.
5. ***Committing Waste.*** The tenant has committed waste as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
6. ***Prohibited Assignment, Subletting.*** The tenant has assigned or sublet the premises in violation of the tenant's lease or rental agreement, as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
  - i. Notwithstanding the foregoing, a landlord shall not endeavor to recover possession of a rental unit as a result of the addition to the rental unit of a tenant's spouse, domestic partner, child, parent, grandchild, grandparent, or the spouse or domestic partner (as defined in California Family Code Section 297) of any such relatives, so long as the number of occupants does not exceed the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code Section 17922.
7. ***Refusal to Enter a New Lease.*** The tenant had a written lease that terminated on or after the effective date of this chapter, and after a written request or demand from the landlord, 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 chapter or any other provision of law.
8. ***Failure to Vacate.*** 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.
9. ***Criminal Activity.*** Criminal activity by the tenant on the 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 property, that is directed at any owner or agent of the owner of the property.
10. ***Unlawful Purpose.*** Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the Code of Civil Procedure.
11. ***Failure to Deliver Possession.*** When the tenant provides written notice as provided in Civil Code 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 landlord, 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.

- C. **No-Fault Just Cause.** The following circumstances with respect to a tenancy to which this chapter applies qualify as no-fault just causes for termination of the tenancy as permitted by this chapter.
1. **Temporarily Vacate in Order to Undertake Substantial Renovation.** The temporary vacation of a rental unit to perform substantial renovation work on a rental unit or the building or structure containing the rental unit, provided that the landlord has obtained all necessary permits from the City and complies with all other applicable requirements of this chapter.
  2. **Owner Move-In.** The repossession of a rental unit so it may be occupied by the landlord or the landlord's spouse, domestic partner, children, grandchildren, parents, or grandparents as a primary residence, provided that the landlord has complied with all other applicable requirements of this chapter.
    - i. A landlord, as used in this subsection, shall only include a landlord that is a natural person who has at least a fifty-one (51) percent recorded ownership interest in the property, including but not limited to a natural person who is a settlor or beneficiary of a family trust, partnership, or limited liability company who has at least a fifty-one (51) percent ownership interest in the property.
  3. **Withdrawal from Rental Market.** The withdrawal of a rental unit from the rental market, including, but not limited to, for the purposes of demolition.

**Section 4-17.6 Notice of termination.**

In addition to any applicable notice requirements established by state, federal, or local law, a landlord shall serve a written notice of termination that complies with all of the following:

- A. **Contents of notice of termination.** Each notice of termination of a rental agreement to which this chapter applies must include:
  - 1. The name and address of the landlord (or agent) for service of process;
  - 2. The full address of the rental unit subject to the notice;
  - 3. The date the notice is to be served.
  - 4. The current monthly rent.
  - 5. The start date of the tenancy and initial monthly rent.
  - 6. The just cause asserted for termination of the tenancy in accordance with Section 4-17.5. If the just cause is no-fault, the notice shall also include a statement of relocation assistance rights afforded under Sections 4-17.8 or 4-17.9.
- B. **Language of notice of termination.** Notices provided under this section shall be in English and Spanish. If the lease or rental agreement governing a rental unit to which this chapter applies is in a language other than English or Spanish, or if a tenant requests that the notice be provided in a language other than English or Spanish, the landlord must also provide an accurate translation of the notice of termination in the language of the lease or rental agreement or the language requested by the tenant.
- C. **Copy provided to City.** A landlord must provide a copy of a notice of termination to the City of Novato's Community Development Department within 10 days of serving the notice of termination to a tenant household.
- D. **30 Day Notice.** Except where a greater period of notice is required by applicable state, federal, local law, the terms of a particular rental or lease agreement, or this chapter, any notice of termination shall be served no less than thirty (30) days prior to the effective date of termination.

**Section 4-17.7 Additional requirements for no-fault terminations**

- A. **Temporary vacation for substantial renovation.** A landlord seeking to temporarily terminate a tenancy to perform substantial renovation work in accordance with Section 4-17.5(C)(1) must first, in addition to giving notice as required by Sections 4-17.4 and 4-17.6 and complying with Section 4-17.8, provide the tenant household a copy of any issued permits for the work and a notice describing:
1. The nature and scope of the rehabilitation work;
  2. Why the rehabilitation work requires the tenant household to vacate the tenancy;
  3. The need to relocate and the tenant household's rights to temporary relocation assistance and to return and re-rent the unit at the same rental rate and under the same terms that were in effect at the time of vacation, subject to any lawful annual rent adjustments;
  4. The tenant household's right to permanent relocation assistance if the tenant household elects to permanently vacate the unit; and
  5. How the renovations meet the definition of substantial renovation as set forth in this chapter.
- B. **Owner move-in.**
1. A landlord terminating a tenancy pursuant to Section 4-17.5(C)(2) to permit a qualifying relative to occupy the rental unit must first, in addition to giving notice as required by Sections 4-17.4 and 4-17.6 and complying with Section 4-17.9, provide the tenant household a notice containing the name and relationship to the landlord of the qualifying relative intending to occupy the rental unit.
  2. No eviction may take place for an "owner move-in" if:
    - i. The same landlord or identified qualifying relative already occupies a rental unit on the property or another vacant rental unit already exists on the property; or
    - ii. A tenant has resided in the rental unit for at least three (3) years and is (i) at least sixty-two (62) years of age; (ii) disabled; or (iii) certified as being terminally ill by the tenant's treating physician.
      - (1) Notwithstanding the above, a landlord may evict a tenant who qualifies for this exemption if the landlord or identified qualifying relative who will occupy the rental unit is also (i) at least sixty-two (62) years of age; (ii) disabled; or (iii) certified as being terminally ill by the tenant's treating

physician and no other vacant rental unit already exists on the property.

3. The landlord or the identified qualifying relative specified on the notice terminating tenancy must move into the rental unit within ninety (90) days after the tenant household vacates and occupy the rental unit as their primary residence for at least twelve (12) consecutive months.
  - i. If the intended occupant moves into the rental unit within ninety (90) days after the tenant vacates, but dies before having occupied the rental unit as a primary residence for twelve (12) months, this will not be considered a failure to comply with this section or a material violation of this section by the landlord.
4. If the landlord or identified qualifying relative specified on the notice terminating tenancy fails to occupy the rental unit within ninety (90) days after the tenant household vacates or fails to occupy the rental unit as a primary residence of at least twelve (12) consecutive months, the landlord shall:
  - i. Re-offer the rental unit to the tenant household who was vacated from the unit at the same rental rate and under the same terms in effect at the time the tenant vacated the rental unit, subject to any lawful annual adjustments; and
  - ii. Pay the tenant household's reasonable and documented moving expenses to (i) vacate the unit and move to alternate accommodations and (ii) return back to the original, vacated unit, should the tenant elect to move back into the rental unit, including any applicable lease termination fees. This subsection does not limit any other remedies a tenant may have under this chapter or applicable law.
5. If the landlord or identified qualifying relative specified on the notice terminating tenancy fails to occupy the rental unit within ninety (90) days after the tenant household vacates or fails to occupy the rental unit as a primary residence for at least twelve (12) consecutive months as required herein, and the previous tenant household declines to move back into the rental unit, then any new tenant household moving into the rental unit will have as their original base rent the rent in effect at the time the previous tenant household vacated, subject to any lawful annual adjustments.
6. A landlord may not evict a tenant household to recover possession of a rental unit under this subsection if a comparable rental unit, as defined in Section 4-17.8(D)(2), exists on the property that is occupied by a tenant household who moved onto the property more recently than the tenant household from whom the landlord seeks to recover possession.

**C. *Withdrawal from Rental Market.***

1. Landlords terminating a tenancy in order to withdraw a rental unit from the rental market in accordance with Section 4-17.5(C)(3) must, in addition to giving notice in accordance with Sections 4-17.4 and 4-17.6 and complying with Section 4-17.9, provide the tenant household a notice of intent to withdraw the rental unit which includes the following statement:

"If this unit is offered for rent or lease again within two (2) years of the date the rental unit was withdrawn from the rental market, the landlord must offer you the opportunity to re-rent your unit with a renewed rental agreement containing the same terms as your most recent rental agreement at the rental rate that was in effect at the time you vacated (subject to legal, annual rent adjustments). You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance of the offer and provide an address to which an offer is to be directed. You must reoccupy the unit within thirty (30) days of notifying the landlord of your acceptance of the offer."

2. A tenant shall be entitled to at least 120 days' notice or one (1) calendar year's notice if the tenant has lived in the rental unit for at least one (1) calendar year and:
  - i. The tenant is a senior;
  - ii. The tenant is disabled;
  - iii. The tenant household is a lower income household, as defined in Health and Safety Code Section 50079.5; or
  - iv. The tenant has at least one minor dependent child residing in the household.
3. Any landlord who offers the rental unit for rent or lease again within two (2) years of the date the rental unit was withdrawn from the rental market shall offer to re-rent the unit to the evicted tenant household with a renewed rental agreement containing the same terms and conditions as the tenant household's most recent rental agreement for the unit at the rental rate that was in effect on the date of withdrawal, subject to any legal annual rent adjustments, provided that the tenant has advised the landlord in writing within thirty (30) days of eviction of their desire to consider an offer to renew the tenancy and has furnished the landlord with an address to which that offer is to be directed. The tenant may advise the landlord at any time of a change of address to which an offer is to be directed.
4. Subsections (C)(1)-(3) shall not apply where a landlord exercises their right to withdraw all accommodations at a property from the rental market as

authorized by and in accordance with Section 7060 of the Government Code.

- D. In addition to the foregoing, landlords shall provide the applicable relocation assistance required for no-fault terminations as set forth in sections 4-17.8 and 4.17.9.

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**Section 4-17.8 Temporary relocation assistance.**

A landlord has a duty to mitigate the impact of displacement for substantial renovations or a governmental order to vacate not caused by the tenant household, as follows:

**A. Substantial Renovations.**

1. **Tenant Options.** Upon receipt of the written notice required by Section 4-17.7(C)(1), a tenant household shall have thirty (30) days to elect to:
  - i. Continue paying the current lawful rent, plus any lawful annual rent adjustments applied thereto, in which case the landlord shall provide a temporary relocation payment within fifteen (15) calendar days of receipt of rental payment and every thirty (30) days thereafter;
  - ii. Suspend rent payments while displaced, in which case the landlord shall provide a rent differential payment within fifteen (15) calendar days of nonpayment of the regular rental payment when due and every thirty (30) days thereafter. Where displacement occurs for a period of less than thirty (30) days or increments thereof, the rent differential payment shall be calculated on a pro rata basis; or
  - iii. Permanently vacate the rental unit and terminate the rental agreement, in which case the landlord shall provide a permanent relocation payment within fifteen (15) calendar days of receipt of the tenant household's written election to permanently vacate. The tenant household shall remain responsible for paying prorated rent for the period during which the tenant household occupied the rental unit prior to permanent relocation, which shall be due and payable on the date that regular rental payment would be due under the rental agreement.
2. **Right of Return.** Upon completion of the substantial renovation work, the landlord must offer the vacated tenant household the right to reoccupy the unit at the lawful rental rate in effect when the notice required by Section 4-17.7(C)(1) was served, plus any lawful annual rent adjustments applied thereafter, under the same terms in effect when the notice to vacate was served, unless the tenant household has elected to permanently vacate pursuant to Section 4-17.8(A)(1)(iii). Payment of permanent relocation assistance, as required by Section 4-17.9 when a tenant household has temporarily vacated a rental unit for 180 or more consecutive calendar days for substantial renovation, shall not affect or relieve a landlord of this duty to offer a right of return.

**B. Governmental Order to Vacate.**

1. **Tenant Options.** Upon receipt of an order to vacate by a governmental agency as a result of a violation posing an immediate danger to the health and safety of residents as contemplated by Section 17975 of the Health & Safety Code, a tenant household shall have thirty (30) days to elect to either:
  - i. Continue paying the current lawful rent, plus any lawful, annual rent increases, in which case the landlord shall provide a temporary relocation payment within fifteen (15) calendar days of receipt of the regular rental payment and every thirty (30) days thereafter; or
  - ii. Suspend rent payments while displaced, in which case the landlord shall provide a rent differential payment within fifteen (15) calendar days of nonpayment of the regular rental payment when due and every thirty (30) days thereafter. Where displacement occurs for a period of less than thirty (30) days or increments thereof, the rent differential payment shall be calculated on a pro rata basis.
  - iii. Permanently vacate the rental unit and terminate the rental agreement, in which case the landlord shall provide a permanent relocation payment within fifteen (15) calendar days of receipt of the tenant household's written election to permanently vacate. The tenant household shall remain responsible for paying prorated rent for the period during which the tenant household occupied the rental unit prior to permanent relocation, which shall be due and payable on the date that regular rental payment would be due under the rental agreement.
2. **Exceptions.** A tenant shall not be entitled to relocation assistance pursuant to this subsection (B) if the governmental enforcement agency determines that the condition giving rise to the order to vacate was (i) caused or substantially contributed to by that tenant, tenant household, or a guest or invitee thereof; or (ii) a result of a natural disaster beyond the control of the landlord and the landlord did not cause or contribute to the condition, as contemplated by Section 17975.4 of the Health & Safety Code.
3. **Right of Return.** Upon lifting of the order to vacate by the issuing governmental agency, the landlord must offer the vacated tenant household the right to reoccupy the unit at the lawful rental rate in effect when the order to vacate was issued, plus any lawful, annual rent adjustments applied thereafter, under the same terms in effect when the notice to vacate was served, unless the vacated tenant household has elected to permanently vacate pursuant to Section 4-17.8(B)(1)(iii). Payment of permanent relocation assistance, as required by Section 4-17.9 when a tenant household has temporarily vacated a rental unit for 180 or more consecutive calendar days pursuant to a governmental order to vacate, shall not affect or relieve a landlord of this duty to offer a right of return.

**C. *Amount of Temporary Relocation Assistance.***

1. Where a tenant elects to continue paying rent during the period of displacement pursuant to subsections (A)(1)(i) or (B)(1)(i) above, the following amounts shall be paid by the landlord to the tenant household for each day of displacement:
  - i. Accommodations: \$250 per tenant household;
  - ii. Meal expenses: \$50.00 per occupant;
  - iii. Pet accommodation: \$30 per cat and \$50.00 per dog.
2. The amounts of relocation assistance established herein shall be adjusted yearly based on the percentage change in Consumer Price Index or four (4) percent, whichever is lower.
3. When the amount of temporary relocation assistance calculated under this section exceeds the amount of permanent relocation assistance that would be required under Section 4-17.9, the landlord may satisfy this section by paying the amount specified in Section 4-17.9 and no additional temporary relocation assistance shall be required. Notwithstanding the foregoing, payment of temporary relocation assistance shall be in addition to and shall not affect or relieve a landlord of the duty to provide permanent relocation assistance when a tenant household has temporarily vacated a rental unit for 180 or more consecutive calendar days for substantial renovation pursuant to Section 4-17.5(C)(1) or pursuant to a governmental order to vacate.
4. Any temporary relocation assistance provided for herein shall be in addition to, and shall not limit or replace, any and all payments, rights, or benefits to which a tenant may be entitled under California Health and Safety Code Section 17975 et seq.
5. Any temporary relocation assistance provided for herein shall be in addition to, and shall not limit or replace, any and all payments due or owed to be returned to a tenant household in the form of a security deposit, last month's rent, or any other deposits or prepaid amounts.

**D. *Offer of Comparable Unit.***

1. Notwithstanding subsections (A), (B), or (C) of this Section, a landlord, in lieu of making temporary relocation payments or rent differential payments, may offer a tenant household a comparable rental unit located in Novato and within 15 miles of the vacated unit while the work on the displaced tenant household's rental unit is being completed.
2. For purposes of this subsection, a comparable rental unit shall mean a rental unit that is similar in size or larger; has the same number of bedrooms or

additional bedroom(s); has similar amenities in the rental unit (e.g., cable television, washer/dryer); has similar amenities on the rental unit property (e.g., on-site parking, covered parking, laundry facilities or exercise facilities); allows pets, if the displaced tenant has a pet; and, as to a tenant who is disabled, is disability accessible and ADA compliant. The tenant household may waive any of these factors in deciding whether to accept a rental unit as comparable.

3. If the tenant household accepts the offer to occupy the comparable rental unit, the tenant household shall pay no more than the lawful rent the tenant household was paying at the time of receipt of the notice to temporarily terminate the tenancy or the order to vacate from a governmental agency, plus any lawful annual rent adjustments. If the tenant household accepts the offer to occupy the comparable rental unit, the landlord shall pay the tenant household's reasonable and documented moving expenses to (i) vacate the unit and move into the comparable rental unit and (ii) to return back into the original, vacated unit upon completion of the substantial renovation work or lifting of the order to vacate, should the tenant household elect to move back into the rental unit, including any applicable lease termination fees. This subsection does not limit any other remedies a tenant may have under this chapter or applicable law.

- E. ***Failure to Vacate.*** If a tenant or tenant household fails to vacate a rental unit after the expiration of a notice to terminate the tenancy that has been lawfully given in accordance with this chapter, the landlord may recover the actual amount of any relocation assistance provided pursuant to this section as damages in an action to recover possession of the dwelling unit.
- F. ***Failure to provide temporary relocation assistance.*** If a landlord fails to provide temporary relocation payments or rent differential payments in accordance with this section, in addition to any other remedy under this chapter, or at law, a tenant may pursue a civil action for three times the amount of relocation assistance they would have been entitled to, costs of suit, and reasonable attorney's fees. The statute of limitations for any such claims shall be three (3) years. The remedies provided by this section are cumulative and may be used in addition to any other remedy in this Chapter, at law, statute or ordinance.
- G. ***Alternate Agreements.*** Nothing in this chapter may be construed to prohibit a landlord and tenant household from agreeing to relocation assistance exceeding the relocation assistance required pursuant to this section. Landlords and owners of dwelling units to which this chapter applies are prohibited from attempting to convince a tenant to waive the tenant's right to relocation assistance or to accept relocation assistance that is less than that required pursuant to this chapter.

**Section 4-17.9 No-Fault Permanent Relocation Assistance.**

- A. **Amount of No-Fault Permanent Relocation Assistance.** In the event of termination of a tenancy for no-fault just cause pursuant to Section 4-17.5(C)(2) or (3); a tenant household's election to permanently vacate pursuant to Section 4-17.8(a)(1)(iii) or (B)(1)(iii); or when a tenant household has temporarily vacated a rental unit for 180 or more consecutive calendar days for substantial renovation pursuant to Section 4-17.5(C)(1) or pursuant to a governmental agency's order to vacate, the landlord must provide permanent relocation assistance in the form of a direct payment to a tenant household that is equal to three times the HUD FMR rent for the most similar unit type based on the number of bedrooms in the rental unit, but in no case less than one month's rent for the rental unit that was in effect when the notice to terminate tenancy was issued, plus the tenant household's reasonable and documented moving expenses to vacate the unit. Such payment shall be calculated on a per-dwelling unit basis, without reference to the number of tenants in the dwelling unit.
1. Any permanent relocation assistance provided for herein (i) shall be in addition to and shall not affect or relieve a landlord of the duty to provide temporary relocation assistance pursuant to Section 4-17.8 and (ii) shall not limit or replace any and all payments, rights, or benefits to which a tenant may be entitled under California Health and Safety Code Section 17975 et seq.
  2. Any permanent relocation assistance provided for herein shall be in addition to, and shall not limit or replace, any and all payments due or owed to be returned to a tenant household in the form of a security deposit, last month's rent, or any other deposits or prepaid amounts.
  3. Payment of permanent relocation assistance when a tenant household has vacated a rental unit for 180 or more consecutive calendar days for substantial renovation or pursuant to a governmental order to vacate shall not affect or relieve a landlord of the duty to offer a right of return as required by Section 4-17.8.
- B. **Payment Process.** For permanent relocation assistance, the landlord shall provide the full amount of the relocation assistance owed to the tenant household in certified funds within 15 calendar days of service of the notice of termination, notice to vacate, receipt of an order to vacate from a governmental agency, or the 181<sup>st</sup> day of vacancy caused by substantial renovation or governmental order to vacate.
- C. **Failure to Vacate.** If a tenant or tenant household fails to vacate a rental unit after the expiration of a notice to terminate the tenancy that has been lawfully given in accordance with this chapter, the landlord may recover the actual amount of any relocation assistance provided pursuant to this section as damages in an action to recover possession of the dwelling unit.

- D. ***Failure to provide permanent relocation assistance.*** If a landlord fails to provide permanent relocation assistance in accordance with this section, in addition to any other remedy under this chapter, or at law, a tenant may pursue a civil action for three times the amount of relocation assistance they would have been entitled to, costs of suit, and reasonable attorney's fees. The statute of limitations for any such claims shall be three (3) years. The remedies provided by this section are cumulative and may be used in addition to any other remedy in this chapter, at law, statute or ordinance.
- E. ***Alternate Agreements.*** Nothing in this chapter may be construed to prohibit a landlord and tenant or tenant household from agreeing to relocation assistance exceeding the relocation assistance required pursuant to this section. Landlords and owners of dwelling units to which this chapter applies are prohibited from attempting to convince a tenant to waive the tenant's right to relocation assistance or to accept relocation assistance that is less than that required pursuant to this chapter, and any agreement purporting to waive the tenant's right to relocation assistance or provide relocation assistance that is less than that required pursuant to this chapter shall be void as against public policy.

**Section 4-17.10 Buy-Out Offers, Agreements and Disclosures**

Nothing in this chapter shall be construed as prohibiting a landlord from making a Buyout Offer or entering into a Buyout Agreement, subject to the following:

- A. **Disclosure.** No less than ten (10) days prior to making a Buyout Offer for a rental unit, the landlord shall provide each tenant with a written notice that includes 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 tenant may rescind the Buyout Agreement for up to thirty (30) days after it is fully executed;
  - 4. A statement that the tenant may consult with Legal Aid of Marin with respect to the Buyout Agreement; and
  - 5. A space for each tenant to sign and write the date the landlord provided the tenant with the disclosure.
  
- B. **Right to Rescind.** A tenant shall have the right to rescind a Buyout Agreement for up to thirty (30) days after its execution by all parties. To rescind a Buyout Agreement, the tenant must hand-deliver, e-mail, or place in the U.S. mail a statement to the landlord indicating that the tenant has rescinded the Buyout Agreement no later than thirty (30) days after its execution by all parties. Every Buyout Agreement shall be in writing and include the following statement in bold letters in at least fourteen-point type in close proximity to the space reserved for the signature of the tenant(s):

“You may cancel this agreement in writing at any time before the thirtieth day after all parties have signed this agreement. You have a right not to enter into a buyout agreement. You may choose to consult with an attorney before signing this agreement.”
  
- C. A landlord shall retain a copy of all signed disclosure forms required by subsection (B)(1) and all executed Buyout Agreements for a minimum of five (5) years. A landlord shall provide each tenant a copy of the Buyout Agreement at the time of execution.

**Section 4-17.11 *Prohibited Acts.***

No landlord or agent thereof shall:

- A. Enter into an agreement or attempt to enforce an agreement with a tenant which prohibits or limits the tenant from participating in the City's public process, including speaking at a meeting of the City Council, submitting written comments to the City, or otherwise communicating with City elected officials, appointed officials and employees on any subject;
- B. Enter into an agreement with a tenant containing a waiver of any provision of this chapter or attempt to secure from a tenant a waiver of any provision of this chapter;
- C. Decrease levels of housing services or increase rent or other service charges with the intent to retaliate against a tenant for the tenant's assertion or exercise of rights pursuant to this chapter or under applicable state or federal law;
- D. Remove from a rental unit personal property, furnishings, or any other items without the prior written consent of the tenant, except when done in accordance with the procedures set forth in Civil Code Section 1980, et seq.;
- E. Influence or attempt to influence a tenant to vacate a rental unit through fraud, coercion, or threats of violence;
- F. Offer payments to a tenant to vacate within three (3) months after the tenant has notified the landlord in writing that the tenant does not desire to receive further offers of payments to vacate;
- G. Interfere with a tenant's right to quiet use and enjoyment of a rental unit as that right is defined by California law;
- H. Refuse to accept or acknowledge receipt of a tenant's lawful rent payment actually received; or
- I. Interfere with the right of tenants to organize as tenants and engage in concerted activities with other tenants for the purpose of mutual aid and protection; provide property access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at a property; convene tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement; or distribute and post literature informing other tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards.

**Section 4-17.12 *Affirmative defense; penalties and remedies.***

- A. ***Affirmative defense.*** A landlord's failure to comply with any requirement of this chapter shall be an affirmative defense to an unlawful detainer action.
  
- B. ***Civil liability.*** Whenever a landlord or anyone assisting a landlord wrongfully endeavors to recover possession or recovers possession of a rental unit in violation of this chapter, attempts to prevent a tenant from acquiring or exercising the tenant's rights under this chapter, retaliates against a tenant or tenant household for the exercise of their rights under this chapter, fails to pay any of the relocation required by this chapter, or otherwise violates the requirements of this chapter in any way, the tenant, tenant household, or the City may institute a civil proceeding for money damages or injunctive relief, or both. Landlords found to have violated this chapter shall be subject to appropriate injunctive relief and shall be liable for three times the tenants' actual damages, costs, reasonable attorneys' fees, and whatever other relief the court deems appropriate. Damages for mental anguish and/or emotional distress shall be trebled when the landlord acts with willful or reckless disregard of this chapter. The statute of limitations for all remedies under this subdivision shall be three years.
  
- C. ***City authorization to enforce this chapter.***
  - 1. The City shall have the right and authority, but not the duty, to enforce the requirements of this chapter by bringing actions for injunctive relief on behalf of the City or tenants or tenant households to which this chapter applies, and by seeking compliance by landlords with the requirements of this chapter through administrative remedies or by citation.
  
  - 2. The City in its sole discretion may choose to enforce the provisions of this chapter through administrative fines and any other remedies provided herein. The City's decision to pursue or not pursue enforcement of any kind shall not affect the rights of tenants or tenant households to whom this chapter applies to pursue civil remedies for violations of this chapter.
  
- D. ***Civil action to determine liability.*** Any tenant may bring a civil action to determine the applicability of this chapter to a tenancy.
  
- E. ***No Cause of Action against the City.*** To the maximum extent permitted by law, nothing in this chapter may be construed to create a cause of action against the City, including but not limited to its officers, officials, or employees, or a basis for seeking an award of attorney's fees against the City pursuant to the private attorney general's statute in Code of Civil Procedure Section 1021.5, or on any other basis arising from or related to an alleged violation of the requirements of this chapter, and/or based on or related to the City's prosecution or enforcement or alleged failure to prosecute or enforce any such alleged violation, and/or based on or related to the City's implementation or alleged failure to implement the requirements of this chapter.

**Section 4-17.13 *Administrative Regulations and Forms.***

The City Manager is authorized to promulgate guidelines and regulations to implement this chapter, including but not limited to by publication of form notices and other documents. Any and all forms, notices and other documents necessary or helpful in the administration of this chapter may be adopted by the City Manager in consultation with the City Attorney.

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