

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
OCEANSIDE AMENDING CHAPTER 14 OF THE OCEANSIDE
CITY CODE BY THE ADDITION OF CHAPTER 14D TO
ESTABLISH RESIDENTIAL TENANT PROTECTIONS

WHEREAS, the State of California adopted the Tenant Protection Act of 2019 (AB 1482; Civil Code section 1946.2), effective January 1, 2020, in recognition of the impact that evictions have on the economic and housing stability of individuals state-wide; and

WHEREAS, the Tenant Protection Act authorizes local jurisdictions to adopt requirements for just cause termination of a residential tenancy that are more protective than the provisions in the Act; and

WHEREAS, through “No Fault” terminations of tenancy, tenants can be displaced from their homes despite satisfying monthly rental obligations and acting in good faith to comply with the terms of their lease; and

WHEREAS, it is reported by the Legal Aid Society of San Diego that a significant number of residential tenants in the San Diego County region are experiencing no fault terminations of tenancy; and

WHEREAS, many Oceanside residents, particularly those on fixed incomes such as Social Security or those working within low wage and service industries, face the severe housing cost burden of paying more than 50% of their income towards housing and therefore, are households at risk of displacement, failure to maintain housing, and homelessness; and

WHEREAS, over 42% of the housing stock in the City of Oceanside is rental housing, 57% of all Oceanside renters pay more than 30% of their income towards housing costs, and 28% pay more than 50% of their income towards housing costs (2017-2021 U.S. Department of Housing and Urban Development (HUD) CHAS data); and

WHEREAS, 51% of Oceanside’s households are of lower-income and earn 80% of the Area Median Income or less (\$132,400 annual income for a family of four), and 41% of these households pay more than 50% of their income towards housing costs as renters, with 56% and

1 70% of very low- and extremely low-income renter households, respectively, severely cost
2 burdened (2017-2021 HUD CHAS data); and

3 WHEREAS, the City's Housing Choice Voucher (HCV) Program has a current waiting
4 list of approximately 5,059 households, and the date of the last applications processed in 2024
5 for HCV program assistance was from 2013; and

6 WHEREAS, a residential tenant's sudden and immediate displacement caused by non-
7 fault terminations of tenancy has a significant impact on the financial, emotional, and
8 professional stability of the residential Tenant's quality of life; and

9 WHEREAS, it is in the public interest to incentivize the enforcement of this Ordinance
10 by tenants who might otherwise be discouraged from pursuing legitimate claims due to the
11 financial burden of high litigation costs; and

12 WHEREAS, pursuant to its police power and in the interest of protecting the public
13 health and welfare, the provisions of this Ordinance are essential to avoid unnecessary housing
14 displacement, to maintain the City's affordable housing stock, and to prevent housed
15 individuals from falling into homelessness; and

16 WHEREAS, this Ordinance is intended to address threats to the public health, safety, and
17 welfare of the residents of Oceanside, to ensure that residents continue to have stable housing,
18 and to protect residents from avoidable homelessness; and,

19 WHEREAS, this Ordinance adopts requirements for just cause termination of a
20 residential tenancy that are more protective than the provisions in the state's Tenant Protection
21 Act of 2019, as authorized in California Civil Code section 1946.2.

22 WHEREAS, the provisions of this Ordinance shall remain in effect as an authorized
23 exercise of the City's police powers pursuant to Article XI, Section 7 of the California
24 Constitution in the event that Civil Code section 1946.2 is no longer in effect.

25 NOW, THEREFORE, the City Council of the City of Oceanside does ordain as follows:

26 SECTION 1. The City Council of the City of Oceanside finds that all facts, findings,
27 and conclusions of this Ordinance set forth above are true and correct and hereby incorporates
28 such recitals as findings of this Ordinance.

SECTION 2. Chapter 14D of the Oceanside City Code is added as follows:

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Chapter 14D - RESIDENTIAL TENANT PROTECTIONS

Sections:

- 14D.1 Title and Purpose.
- 14D.2 Promulgation of Administrative Regulations.
- 14D.3 Definitions.
- 14D.4 Residential Tenancies Not Subject to This Chapter.
- 14D.5 Just Cause Required for Termination of Tenancy.
- 14D.6 Requirements Upon Termination of Tenancy.
- 14D.7 Enforcement and Remedies.

Section. 14D.1 - Title and Purpose.

- (a) Title. This chapter shall be known as the Residential Tenant Protection Ordinance.
- (b) Purpose. Subject to the provisions of applicable law, the purpose of this Residential Tenant Protection Ordinance is to require just cause for the termination of residential tenancies consistent with California Civil Code Section 1946.2, to expand the residential tenancies eligible for protection, to further limit the no-fault reasons for termination of a residential tenancy, to provide enhanced private remedies in the event of violation of this Ordinance, and to further provide additional regulations governing the termination of rental tenancies. Nothing in this chapter shall be construed as to prevent the lawful eviction of a residential tenant by appropriate legal means.
- (c) Intent and Severability. This chapter is intended to supplement any applicable state and federal law and provide further protection for certain tenants. Any provisions of applicable state or federal law that provide greater or additional protections for tenants than this chapter shall apply. If this chapter does not apply to a tenant, then applicable state law shall apply. If any provision of this chapter is invalidated, any applicable state and federal law shall apply in place of the invalidated provision.

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1 Section. 14D.2 - Promulgation of administrative regulations.

2 The City Manager is authorized to establish, consistent with the terms of this chapter,
3 administrative regulations necessary to carry out the purposes of this chapter. Administrative
4 regulations shall be published on the City's website and maintained and available to the public
5 in the Office of the City Clerk. Administrative regulations promulgated by the City Manager
6 shall become effective and enforceable under the terms of this chapter 30 days after the date of
7 publication on the City's website.

8 Section. 14D.3 - Definitions.

9 When used in this chapter, the following words and phrases shall have the meanings
10 ascribed to them below. Words and phrases not specifically defined below shall have the
11 meanings ascribed to them elsewhere in this Code or shall otherwise be defined by common
12 usage. For definitions of nouns, the singular shall also include the plural; for definitions of
13 verbs, all verb conjugations shall be included. Any reference to state laws, including references
14 to any state statutes or regulations, is deemed to include any successor or amended version of
15 the referenced statute or regulations promulgated thereunder consistent with the terms of this
16 chapter.

17 "Administrative regulations" means regulations that implement this chapter authorized
18 by the City Manager pursuant to Section 14D.2.

19 "City Attorney" means the City Attorney of the City of Oceanside, or designee.

20 "City Manager" means the City Manager of the City of Oceanside, or designee.

21 "City" means the City of Oceanside.

22 "Enforcement officer" means the Director of the Housing and Neighborhood Services
23 Department, any Code Enforcement Officer, the Building Official, any sworn officer of the
24 Oceanside Police Department, the Fire Chief, the Fire Marshal, or any other City department
25 head (to the extent responsible for enforcing provisions of this code), their respective designees,
26 or any other City employee designated by the City Manager to enforce this chapter.

27 "Family member" means the sibling, spouse, domestic partner, children, grandchildren,
28 parents, or grandparents of the residential unit owner.

1 "Intended occupant" means the owner of the residential rental unit or the owner's spouse,
2 domestic partner, child, grandchild, parent, or grandparent.

3 "Occupant owner" means any of the following:

4 (a) An owner who is a natural person that has at least a 25% recorded ownership
5 interest in the property.

6 (b) An owner who is a natural person who has any recorded ownership interest in the
7 property if 100% of the recorded ownership interest is divided among owners who
8 are related to each other as family members.

9 (c) An owner who is a natural person whose recorded interest in the property is
10 owned through a limited liability company or partnership.

11 For purposes of the "occupant owner" definition, a "natural person" includes any of the
12 following: (a) a natural person who is a settlor or beneficiary of a family trust; or (b) if the
13 property is owned by a limited liability company or partnership, a natural person with a 25%
14 ownership interest in the property. A "family trust" means a revocable living trust or irrevocable
15 trust in which the settlers and beneficiaries of the trust are persons who are related to each
16 others as family members. A "beneficial owner" means a natural person or family trust for
17 whom, directly or indirectly and through any contractual arrangement, understanding,
18 relationship, or otherwise, and any of the following applies: (a) the natural person exercises
19 substantial control over a partnership or limited liability company; (b) the natural person owns
20 25% or more of the equity interest of a partnership or limited liability company; (c) the natural
21 person receives substantial economic benefits from the assets of a partnership.

22 "OCC" means the Oceanside City Code.

23 "Owner" (including the term "landlord") means any person, acting as principal or
24 through an agent, having the right to offer a residential rental unit for rent. As the context may
25 require, "owner" shall also include a predecessor in interest to the owner.

26 "Person" means any individual, firm, partnership, joint venture, association, social club,
27 fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver,
28 trustee, syndicate, or any other group or combination acting as a unit.

1 "Residential rental unit" means any dwelling or unit that is intended for human
2 habitation, including any dwelling or unit in a mobilehome park that is not a [Mobilehome](#)
3 [Residency Law](#) ("MRL") tenancy defined by [California Civil Code Section 798.12](#) (or
4 a tenancy governed by the [MRL](#)).

5 "State" means the State of California.

6 "Substantial remodel" means either of the following that cannot be reasonably
7 accomplished in a safe manner that allows the tenant to remain living in the place and that
8 requires the tenant to vacate the residential rental unit for at least 60 consecutive days:

9 (a) The replacement or substantial modification of any structural, electrical,
10 plumbing, or mechanical system that requires a permit from a governmental
11 agency.

12 (b) The abatement of hazardous materials, including lead-based paint, mold, or
13 asbestos, in accordance with applicable federal, state, and local laws.

14 A Tenant is not required to vacate the residential rental unit on any days where a tenant
15 could continue living in the residential rental unit without violating health, safety, and
16 habitability codes and laws.

17 Cosmetic improvements alone, including, but not limited to, painting, decorating,
18 flooring replacement, cabinet replacement, counter replacement, window replacement, removal
19 of interior wall coverings solely for the installation of insulation, and minor repairs, or other
20 work that can be performed safely without having the residential rental unit vacated, do not
21 constitute a substantial remodel. Improvements required to render a residential rental unit fit for
22 human occupancy in accordance with California Civil Code Section 1941 also do not constitute
23 a substantial remodel.

24 "Tenancy" means the lawful occupation of a residential rental unit and includes a lease
25 or sublease.

26 "Tenant" means a tenant, subtenant, lessee, sublessee, resident manager, or any other
27 individual entitled by written or oral agreement to the use or occupancy of any residential rental
28 unit.

1 Section 14D.4 - Residential tenancies not subject to this chapter.

2 This chapter shall not apply to the following types of residential tenancies or
3 circumstances:

4 (a) Single-family owner-occupied residences, including a mobilehome, in which the owner-
5 occupant rents or leases no more than two units or bedrooms, including, but not limited
6 to, an accessory dwelling unit or a junior accessory dwelling unit.

7 (b) A property containing two separate dwelling units within a single structure in which the
8 owner occupied one of the units as the owner's principal place of residence at the
9 beginning of the tenancy, so long as the owner continues in occupancy, and neither unit
10 is an accessory dwelling unit or a junior accessory dwelling unit.

11 (c) A residential rental unit that is alienable separate from the title to any other dwelling
12 unit, provided that both of the following apply:

13 (1) The owner is not any of the following:

14 (A) A real estate investment trust, as defined in Section 856 of the Internal
15 Revenue Code.

16 (B) A corporation.

17 (C) A limited liability company in which at least one member is a corporation.

18 (D) Management of a mobilehome park, as defined in Section [798.2](#) of the
19 California Civil Code.

20 (2) The Tenants have been provided written notice that the residential rental unit is
21 exempt from this section using the following statement:

22 "This property is not subject to the rent limits imposed by California Civil
23 Code Section [1947.12](#) and is not subject to just cause requirements of
24 California Civil Code Section [1946.2](#) and Chapter 14D of OCC.
25 This property meets the requirements of California Civil Code
26 Sections [1947.12\(d\)\(5\)](#) and [1946.2\(e\)\(8\)](#) and OCC Section 14D.4(c) and
27 the Owner is not any of the following: (1) a real estate investment trust, as
28 defined in Section [856](#) of the Internal Revenue Code; (2) a corporation; or

1 (3) a limited liability company in which at least one member is a
2 corporation."

3 For a tenancy existing before January 1, 2026, the notice required above shall be
4 provided as an addendum to the lease or rental agreement, or as a written notice
5 provided to the tenant. For a tenancy commenced or renewed on or after January
6 1, 2026, the notice required above shall be provided in the rental agreement.
7 Addition of a provision containing the notice required above to any new or
8 renewed rental agreement or fixed-term lease constitutes a similar provision for
9 the purposes of Section 14D.5(b)(5).

10 (d) A homeowner in a mobilehome, as defined in California Civil Code Section 798.9 or a
11 tenancy as defined in California Civil Code Section 798.12 which is subject to the
12 protections of Mobilehome Residency Law.

13 (e) Transient and tourist hotel occupancy as defined in California Civil Code Section
14 1940(b).

15 (f) A dwelling unit offered for rent or rented for dwelling, lodging, or sleeping for no more
16 than 30 consecutive nights in the City, including single-family or multiple-family units,
17 but excluding bed and breakfasts, hotels, motels, and timeshares, as defined in OCC
18 Chapter 24 (Short Term Rentals).

19 (g) Housing accommodations in a nonprofit hospital, religious facility, extended care
20 facility, licensed residential care facility for the elderly as defined in California Health
21 and Safety Code Section 1569.2, or an adult residential facility as defined in Chapter 6 of
22 Division 6 of Title 22 of the Manual of Policies and Procedures published by the
23 California Department of Social Services.

24 (h) Residential property or dormitories owned by the City, an institution of higher education,
25 or a kindergarten and grades 1 to 12, inclusive.

26 (i) Housing accommodations in which the tenant shares a bathroom or kitchen facilities
27 with the owner who maintains their principal residence at the residential rental unit.
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1 (j) Housing restricted by deed, regulatory restriction contained in an agreement with a
2 government agency, or other recorded document as affordable housing for individuals
3 and families of very low, low, or moderate income as defined in California Health and
4 Safety Code Section 50093, or subject to an agreement that provides housing subsidies
5 for affordable housing for individuals and families of very low, low, or moderate income
6 as defined in California Health and Safety Code Section 50093 or comparable federal
7 statutes. This exclusion shall not apply to a tenant with a federal Housing Choice
8 Voucher and such tenancies shall be governed by this chapter.

9 (k) Housing that has been issued a certificate of occupancy within the previous 10 years,
10 unless the housing is a mobile home.

11 Section 14D.5 - Just Cause Required For Termination of Tenancy.

12 (a) Prohibition. After a tenant has continuously and lawfully occupied a residential rental
13 unit for six (6) months, no owner of a residential rental unit shall terminate a tenancy
14 without just cause. A just cause basis for termination of tenancy includes both "at-fault
15 just cause" and "no-fault just cause" circumstances as described below.

16 (b) At-Fault Just Cause. At-fault just cause means any of the following at fault just cause
17 reasons as specified in Civil Code 1946.2 (b)(1):

18 (1) Default in payment of rent.

19 (2) A breach of material term of the lease, as described in paragraph (3) of Section
20 1161 of the California Code of Civil Procedure, including, but not limited to,
21 violation of a provision of the lease after being issued a written notice to correct
22 the violation.

23 (3) Maintaining, committing, or permitting the maintenance or commission of a
24 nuisance as described in paragraph (4) of Section 1161 of the California Code of
25 Civil Procedure.

26 (4) Committing waste as described in paragraph (4) of Section 1161 of the California
27 Code of Civil Procedure.
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- 1 (5) The tenant had a written lease that terminated on or after the effective date of this
2 chapter, and after a written request or demand from the owner, the tenant has
3 refused to execute a written extension or renewal of the lease for an additional
4 term of similar duration with similar provisions, provided that those terms do not
5 violate this section or any other provision of law. Addition of a provision allowing
6 the owner to terminate the tenancy to allow for occupancy by the owner or
7 owner's family member as described in subsection (c)(1), below, shall constitute a
8 "similar provision" for the purposes of this subsection.
- 9 (6) Criminal activity by the tenant at the residential rental unit, including any
10 common areas, or any criminal activity or criminal threat, as defined in
11 subdivision (a) of Section 422 of the California Penal Code, on or off the property
12 where the residential rental unit is located, that is directed at any owner or agent
13 of the owner of the residential rental unit.
- 14 (7) Assigning or subletting the premises in violation of the tenant's lease, as described
15 in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
- 16 (8) The tenant's refusal to allow the owner to enter the residential rental unit as
17 authorized by Sections 1101.5 and 1954 of the California Civil Code, and
18 Sections 13113.7 and 17926.1 of the California Health and Safety Code.
- 19 (9) Using the premises for an unlawful purpose as described in paragraph (4) of
20 Section 1161 of the California Code of Civil Procedure.
- 21 (10) The employee, agent, or licensee's failure to vacate after their termination as an
22 employee, agent, or a licensee as described in paragraph (1) of Section 1161 of
23 the California Code of Civil Procedure.
- 24 (11) When the tenant fails to deliver possession of the residential rental unit after
25 providing the owner written notice as provided in Section 1946 of the California
26 Civil Code of the Tenant's intention to terminate the hiring of the real property or
27 makes a written offer to surrender that is accepted in writing by the owner but
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1 fails to deliver possession at the time specified in that written notice as described
2 in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

3 (c) No-Fault Just Cause. No-fault just cause means any of the following:

4 (1) Intent to Occupy. Intent to occupy the residential rental unit by the owner or the
5 owner's spouse, domestic partner, children, grandchildren, parents, or
6 grandparents for a minimum of 12 continuous months as that person's primary
7 residence.

8 (A) For leases entered into on or after October 17, 2025, if the lease is for a
9 tenancy in a mobilehome, intent to occupy shall only be a no-fault just
10 cause basis for termination if the tenant agrees, in writing, to the
11 termination, or if a provision of the lease allows the owner to terminate the
12 lease if the owner, or the owner's spouse, domestic partner, children,
13 grandchildren, parents, or grandparents, unilaterally decides to occupy the
14 residential rental unit. Addition of a provision allowing the owner to
15 terminate the lease as described in this clause to a new or renewed rental
16 agreement or fixed-term lease constitutes a similar provision for the
17 purposes of subsection (b)(5) above.

18 (B) This subsection does not apply if the intended occupant occupies a rental
19 unit on the property or if a vacancy of a similar unit already exists at the
20 property.

21 (C) Intent to occupy shall only be a no-fault just cause basis for termination if
22 the intended occupant moves into the residential rental unit within 90 days
23 after the tenant vacates and occupies the residential rental unit as a primary
24 residence for at least 12 consecutive months.

25 (2) Compliance with Government or Court Order. The tenancy is terminated on the
26 basis of the owner's compliance with any of the following:

27 (A) An order issued by a government agency or court relating to habitability
28 that necessitates vacating the residential rental unit; or

1 (B) An order issued by a government agency or court to vacate the residential
2 rental unit; or

3 (C) A local ordinance that necessitates vacating the residential rental unit.

4 If it is determined by any government agency or court that the tenant is at
5 fault for the condition or conditions triggering the order or need to vacate
6 under this subsection, the tenant shall not be entitled to relocation
7 assistance as set forth in this chapter.

8 (3) Withdrawal From the Rental Market. The tenancy is terminated on the basis of the
9 owner's decision to withdraw the residential rental unit from the rental market.

10 (4) Substantial Remodel or Demolition. The tenancy is terminated because of the
11 owner's intent to substantially remodel or demolish a residential rental unit. The
12 owner may not require the tenant to vacate the residential rental unit on any days
13 where a tenant could continue living in the residential rental unit without violating
14 health, safety, and habitability codes and law.

15 (d) Notice to Tenant of Tenant Protection Provisions Required. An owner of a residential
16 rental unit subject to this chapter shall provide written notice to the tenant as follows:

17 "California law limits the amount your rent can be increased. See California Civil
18 Code Section 1947.12 for more information. Local law also provides that after a
19 Tenant has continuously and lawfully occupied the property for 6 months or more,
20 a landlord must provide a statement of cause in any notice to terminate a tenancy.
21 See Oceanside City Code Chapter 14D for more information."

22 The written notice shall be accompanied by a written copy of the City's Notice of Tenant
23 Rights, which provides additional information to tenants. For a tenancy in a residential
24 rental unit subject to this chapter existing before the effective date of this chapter, the
25 notice required above shall be provided in writing to the tenant directly or as an
26 addendum to the lease or rental agreement no later than January 1, 2026. For a tenancy in
27 a residential rental unit subject to this chapter commenced or renewed on or after January
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1, 2026, the notice required above shall be included as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant. The provision of this notice shall be subject to California Civil Code Section 1632, as may be amended from time to time.

(e) Reporting Requirements. Owners and tenants shall provide City with information regarding termination of tenancies at such time(s) and with such details as shall be required by City in the attendant administrative regulations.

(f) Owner Acknowledgement. When an owner applies for a City of Oceanside business license to operate, the owner will be required to acknowledge that he or she has read and will abide by this chapter if applicable to the residential rental unit.

Section 14D.6 - Requirements Upon Termination of a Tenancy.

(a) Requirements Upon Termination of a Tenancy for At-Fault Just Cause. Before an owner of a residential rental unit issues a notice to terminate a tenancy for at-fault just cause that is a curable lease violation after a tenant has continuously and lawfully occupied a residential rental unit for 6 months, the owner shall first give written notice of the violation to the tenant including a description of the violation (or violations) and an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California Code of Civil Procedure. 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.

(1) Notice to City Required. The owner shall provide written notice to the City of the at-fault just cause termination of tenancy no later than three business days after the date the owner provides the required notice to the tenant. Such notice to City shall be provided on a form approved by City for such purpose and in the manner specified in the attendant administrative regulations.

(b) Requirements Upon Termination of a Tenancy for No-Fault Just Cause. Upon termination of a tenancy for no-fault just cause after a tenant has continuously and

1 lawfully occupied a residential rental unit for 6 months, an owner of a residential rental
2 unit shall provide notice and relocation assistance as follows:

3 (1) Termination of a Tenancy in a Residential Rental Unit for Substantial Remodel or
4 Demolition. When an owner terminates the tenancy of a residential rental unit for
5 no-fault just cause on the basis of a substantial remodel or demolition, the owner
6 shall provide notice and relocation assistance to the tenant as follows:

7 (A) Notice to Tenant Required. The owner shall give written notice to the
8 tenant prior to the proposed date of termination as required by state law.
9 Such notice shall include any applicable state law requirements, including,
10 but not limited to, California Code of Civil Procedure Section 1162 and
11 California Civil Code Section 1946.1, and:

12 (i) Notice of Basis for No-Fault Just Cause Termination. The owner's
13 decision to terminate the tenancy and a description of the basis for
14 said termination;

15 (ii) Notice of Right to Relocation Assistance. The tenant's right to
16 relocation assistance or rent waiver pursuant to this section. If the
17 owner elects to waive the tenant's rent, the notice shall state the
18 amount of rent waived and that no rent is due for the final
19 corresponding months of the tenancy. Any relocation assistance
20 payment shall be provided by the owner to the tenant within 15
21 calendar days of service of the notice or the last day of legal
22 occupancy, whichever comes first; and

23 (iii) Notice of Substantial Remodel or Demolition and Right to Receive
24 Future Offer. The following statement must be included in the
25 written notice:

26 "If the substantial remodel of your unit or demolition of the
27 property as described in this notice of termination is not
28 commenced or completed, the owner must offer you the

1 opportunity to re-rent your unit with a rental agreement
2 containing the same terms as your most recent rental
3 agreement with the owner at the rental rate that was in effect
4 at the time you vacated. You must notify the owner within 30
5 days of receipt of the offer to re-rent of your acceptance or
6 rejection of the offer, and, if accepted, you must reoccupy the
7 unit within 30 days of notifying the owner of your
8 acceptance of the offer."

9 The written notice shall additionally contain a description of the
10 substantial remodel to be completed, the approximate expected
11 duration of the substantial remodel, or if the property is to be
12 demolished, the expected date by which the property will be
13 demolished, together with one of the following:

- 14 (a) A copy of the permit or permits required to undertake the
15 substantial remodel or demolition; or
16 (b) If the substantial remodel is due to abatement of
17 hazardous materials and does not require any permit, a
18 copy of the signed contract with the contractor hired by
19 the owner to complete the substantial remodel, that
20 reasonably details the work that will be undertaken to
21 abate the hazardous materials.

22 The written notice shall additionally indicate that if the tenant is
23 interested in reoccupying the residential rental unit following the
24 substantial remodel, the tenant shall inform the owner of the
25 tenant's interest in reoccupying the residential rental unit following
26 the substantial remodel and provide to the owner the tenant's
27 address, telephone number, and email address.
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- 1 (B) Notice to City Required. The owner shall provide written notice to the City
2 of the no-fault just cause termination of tenancy no later than three
3 business days after the date the owner provides the required notice to the
4 tenant. Such notice to City shall be provided on a form approved by City
5 for such purpose and in the manner specified in the attendant
6 administrative regulations.
- 7 (C) Relocation Assistance Required. The owner shall, regardless of the tenant's
8 income, at the owner's option, do one of the following to assist the tenant
9 to relocate:
- 10 (i) Provide a direct payment to the tenant in an amount equal to one
11 month of the tenant's rent that was in effect when the owner issued
12 the notice to terminate the tenancy; or
- 13 (ii) Waive in writing and not collect the payment by tenant of then due
14 or future rent otherwise due under the lease in an amount equivalent
15 to the direct payment described in (i) above.
- 16 (D) Return of Deposit Required. Unless otherwise provided by state law, the
17 owner shall return to tenant the tenant's full deposit within the timeframe
18 specified by state law.
- 19 (E) Copy of City's Notice of Tenant Rights Required. The owner shall provide
20 a written copy of City's Notice of Tenant Rights to tenant.
- 21 (2) Termination of a Tenancy in a Residential Rental Unit for a No-Fault Just Cause
22 Reason Other than Substantial Remodel or Demolition. When an owner
23 terminates the tenancy of a residential rental unit for no-fault just cause other than
24 on the basis of a substantial remodel or demolition, the owner shall provide notice
25 and relocation assistance to the tenant as follows:
- 26 (A) Notice to Tenant Required. The owner shall give written notice to the
27 tenant prior to the proposed date of termination as required by state law.
28 Such notice shall include any applicable state law requirements, including,

1 but not limited to, California Code of Civil Procedure Section 1162 and
2 California Civil Code Section 1946.1, and:

3 (i) Notice of Basis for No-Fault Just Cause Termination. The owner's
4 decision to terminate the tenancy and a description of the basis for
5 said termination; and

6 (ii) Notice of Right to Relocation Assistance. The tenant's right to
7 relocation assistance or rent waiver pursuant to this section. If the
8 owner elects to waive the tenant's rent, the notice shall state the
9 amount of rent waived and that no rent is due for the final
10 corresponding months of the tenancy. Any relocation assistance
11 payment shall be provided by the owner to the tenant no later than
12 the last day of legal occupancy; and

13 (B) Notice of Intended Occupant. If the tenancy is being terminated on the
14 basis of intent to occupy under Section 14D.5(c)(1), the written notice
15 must identify the intended occupant name or names and relationship to the
16 occupant owner. The written notice shall additionally include notification
17 that the tenant may request proof that the intended occupant is an occupant
18 owner or related to the occupant owner. The proof shall be provided upon
19 request and may include an operating agreement and other non-public
20 documents.

21 (C) Notice of Right to Receive Future Offer. If the tenancy is being terminated
22 on the basis of withdrawal from the rental market under Section
23 14D.5(c)(3), the tenant's right to receive an offer to renew the tenancy in
24 the event that the residential rental unit is offered again for rent or lease for
25 residential purposes within two years of the date the residential rental unit
26 was withdrawn from the rental market, and that to exercise such right, the
27 tenant: (a) must notify the owner in writing within 30 days of the
28 termination notice of such desire to consider an offer to renew the tenancy

1 in the event that the residential rental unit is offered again for rent or lease
2 for residential purposes; (b) furnish the owner with an address or email
3 address to which that offer is to be directed; (c) and advise the owner at
4 any time of a change of address to which an offer is to be directed.

5 (D) Notice to City Required. The owner shall provide written notice to the City
6 of the no-fault just cause termination of tenancy no later than three
7 business days after the date the owner provides the required notice to the
8 tenant. Such notice to City shall be provided on a form approved by City
9 for such purpose and in the manner specified in the attendant
10 administrative regulations.

11 (E) Relocation Assistance Required. The owner shall, regardless of the tenant's
12 income, at the owner's option, do one of the following to assist the tenant
13 to relocate:

14 (i) Provide a direct payment to the tenant in an amount equal to one
15 month of the tenant's rent that was in effect when the owner issued
16 the notice to terminate the tenancy; or

17 (ii) Waive in writing and not collect the payment by tenant of then due
18 or future rent otherwise due under the lease in an amount equivalent
19 to the direct payment described in (i) above.

20 (F) Copy of City's Notice of Tenant Rights Required. The owner shall provide
21 a written copy of City's Notice of Tenant Rights to tenant.

22 (3) Additional Requirements Upon Termination of a Tenancy for No-Fault Just
23 Cause. Upon termination of a tenancy for no-fault just cause, the following
24 additional provisions shall also apply:

25 (A) The relocation assistance or rent waiver required by this chapter shall be in
26 addition to the return of any deposit or security amounts owed to the
27 tenant.
28

- 1 (B) Any relocation assistance or rent waiver to which a tenant may be entitled
2 to under this chapter shall be in addition to and shall not be credited
3 against any other relocation assistance required by any other law.
- 4 (C) If the tenant fails to vacate after the expiration of the notice to terminate
5 the tenancy, the actual amount of any relocation assistance or rent waiver
6 provided pursuant to this section may be recoverable by owner as damages
7 in an action to recover possession.
- 8 (D) If the tenancy is being terminated on the basis of an intended occupant
9 move in under Section 14D.5(c)(1) and the intended occupant fails to move
10 into the residential rental unit within 90 days after the tenant vacates, or
11 fails to occupy the residential rental unit as their primary residence for at
12 least 12 consecutive months, the owner shall offer the unit to the tenant
13 who vacated it at the same rent and lease terms in effect at the time the
14 tenant vacated and shall reimburse the tenant for reasonable moving
15 expenses incurred in excess of any relocation assistance that was paid to
16 the tenant in connection with the written notice. If the intended occupant
17 moves into the unit within 90 days after the tenant vacates but dies before
18 having occupied the unit as a primary residence for 12 months, this will not
19 be considered a failure to comply with this section or a material violation
20 of this section by the owner.
- 21 (i) For a new tenancy commenced during the time periods described
22 above, the unit shall be offered and rented or leased at the lawful
23 rent in effect at the time any notice of termination of tenancy is
24 served.
- 25 (E) Among other remedies applicable to owner's failure to comply with the
26 terms of this chapter, an owner's failure to strictly comply with this section
27 shall render the notice of termination void.

28 Section 14D.7 - Enforcement and Remedies.

- 1 (a) Any waiver of the rights under this chapter shall be void as contrary to public policy.
- 2 (b) The City seeks to promote good relations between owners and tenants, and in furtherance
- 3 of such goal, provides the following guiding principles:
- 4 (1) Owners and tenants should treat each other with respect, listen to each other, and
- 5 make good faith efforts to informally resolve issues. If owners and tenants cannot
- 6 informally resolve issues, alternative dispute resolution and mediation programs
- 7 should be voluntarily utilized.
- 8 (2) If disputes are not able to be settled despite the use of dispute resolution or
- 9 mediation programs, the primary enforcement mechanism is otherwise expected
- 10 to be the private remedies set forth in subsection (c) of this section.
- 11 (3) The City shall have the sole and unfettered discretion to determine if and when
- 12 City will engage in City enforcement of this chapter. Owners and tenants are
- 13 highly encouraged to independently resolve disputes as set forth in subsections
- 14 (b)(1) and (b)(2) of this section.
- 15 (c) Private Remedies.
- 16 (1) *Civil Action.* A tenant claiming a violation of this chapter may file a civil action
- 17 for injunctive relief, actual money damages, and any other relief allowed by law,
- 18 including the assessment of civil penalties in the amount of up to \$1,000 per
- 19 violation.
- 20 (A) An owner who attempts to recover possession of a residential rental unit in
- 21 material violation of this chapter shall be liable to the tenant in a civil
- 22 action for actual damages; an owner who has acted willfully or with
- 23 oppression, fraud, or malice shall be liable to the tenant in a civil action for
- 24 up to three times the actual damages. The court may also enter an award of
- 25 punitive damages for the benefit of the tenant against the owner.
- 26 (2) *Affirmative Defense.* A tenant may raise, as an affirmative defense, any violation
- 27 or noncompliance with this chapter in any action by an owner to recover
- 28 possession of a residential rental unit.

- 1 (3) *Attorney's Fees.* The court may award reasonable attorney fees and costs to a
2 prevailing tenant in any action described in subsections (c)(1) and (c)(2) of this
3 section.

4 (d) City Enforcement.

- 5 (1) *Alternative Remedies.* The City may require owner and tenant to participate in
6 education programs related to owner-tenant issues, mediation, or an alternative
7 dispute resolution program.

- 8 (2) *General Enforcement.* The City may enforce this chapter pursuant to chapter 1 of
9 this Code, including the provisions of sections 1.7, 1.12, and 1.14.

- 10 (3) *Criminal Enforcement.* Any person who violates the provisions of this chapter
11 shall be deemed guilty of a misdemeanor punishable by a fine not exceeding one
12 thousand dollars (\$1,000), imprisonment for a term not to exceed six (6) months,
13 or both, pursuant to chapter 1, section 1.7(a) of this Code. The City Attorney may
14 prosecute or authorize or direct the prosecution of this chapter as an infraction
15 pursuant to chapter 1, section 1.7(b) punishable by the fines specified in chapter 1,
16 section 1.7(b)(2) of this Code.

- 17 (4) *Administrative Enforcement.* In addition to any penalties imposed pursuant to
18 chapter 1.7 of this Code, any person who violates the provisions of this chapter
19 may be issued an administrative citation by an enforcement officer pursuant to
20 chapter 1, sections 1.14 through 1.14.8 of this Code. Notwithstanding anything in
21 chapter 1, section 1.14.1 to the contrary, the enforcement officer is not required to
22 issue a notice of violation prior to issuing an administrative citation for a violation
23 of this chapter.

- 24 (5) *Subpoena Authority.* The City Attorney shall have the power to issue subpoenas
25 for the attendance of witnesses, to compel their attendance and testimony, to
26 administer oaths and affirmations, to take evidence, and to issue subpoenas for the
27 production of any papers, books, accounts, records, documents or other items that
28 may be relevant to the City Attorney's investigation, enforcement action, or

1 prosecution. The City Attorney may exercise such powers prior to or following
2 the commencement of any civil, criminal, or administrative action to the fullest
3 extent allowed by law.

4 SECTION 3. The City Clerk of the City of Oceanside is hereby directed to publish this
5 ordinance, or the title hereof as a summary, pursuant to state statute, once within fifteen (15)
6 days after its passage in the San Diego Union Tribune, a newspaper of general circulation
7 published in the City of Oceanside.

8 SECTION 4. This ordinance shall take effect and be in force on the thirtieth (30th) day
9 from and after its final passage.

10 SECTION 5. Severability.

11 If any section, sentence, clause or phrase of this Ordinance is for any reason held to be
12 invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision
13 shall not affect the validity of the remaining portions of this Ordinance. The City Council
14 hereby declares that it would have passed this ordinance and adopted this Ordinance and each
15 section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections,
16 subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

17 SECTION 6. Construction

18 The City Council of the Oceanside intends this Ordinance to supplement, not to duplicate
19 or contradict, applicable state and federal law and this Ordinance shall be construed in light of
20 that intent.

21 INTRODUCED at a regular meeting of the City Council of the City of Oceanside,
22 California, held on the 3rd day of September, 2025, and, thereafter,

23 PASSED AND ADOPTED at a regular meeting of the City Council of the City of
24 Oceanside California, held on the ____ day of _____, 2025, by the following vote:

25 AYES:

26 NAYS:

27 ABSENT:

28 ABSTAIN:

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MAYOR OF THE CITY OF OCEANSIDE

ATTEST:

APPROVED AS TO FORM:

CITY CLERK



CITY ATTORNEY