

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

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

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

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

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

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

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

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22 Constitution in the event that Civil Code section 1946.2 is no longer in effect.

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

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

27 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
8 who 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
15 irrevocable trust in which the settlers and beneficiaries of the trust are persons who are related
16 to each others as family members. A "beneficial owner" means a natural person or family trust
17 for 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
22 of 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
25 education, 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.

28 (j) Housing restricted by deed, regulatory restriction contained in an agreement with a
government agency, or other recorded document as affordable housing for individuals

1 and families of very low, low, or moderate income as defined in California Health and
2 Safety Code Section 50093, or subject to an agreement that provides housing subsidies
3 for affordable housing for individuals and families of very low, low, or moderate income
4 as defined in California Health and Safety Code Section 50093 or comparable federal
5 statutes. This exclusion shall not apply to a tenant with a federal Housing Choice
6 Voucher and such tenancies shall be governed by this chapter.

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

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

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

14 (1) Default in payment of rent.

15 (2) A breach of material term of the lease, as described in paragraph (3) of Section
16 1161 of the California Code of Civil Procedure, including, but not limited to,
17 violation of a provision of the lease after being issued a written notice to correct
18 the violation.

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

22 (4) Committing waste as described in paragraph (4) of Section 1161 of the California
23 Code of Civil Procedure.

24 (5) The tenant had a written lease that terminated on or after the effective date of this
25 chapter, and after a written request or demand from the owner, the tenant has
26 refused to execute a written extension or renewal of the lease for an additional
27 term of similar duration with similar provisions, provided that those terms do not
28 violate this section or any other provision of law. Addition of a provision
allowing the owner to terminate the tenancy to allow for occupancy by the owner

1 or owner's family member as described in subsection (c)(1), below, shall
2 constitute a "similar provision" for the purposes of this subsection.

- 3 (6) Criminal activity by the tenant at the residential rental unit, including any
4 common areas, or any criminal activity or criminal threat, as defined in
5 subdivision (a) of Section 422 of the California Penal Code, on or off the property
6 where the residential rental unit is located, that is directed at any owner or agent
7 of the owner of the residential rental unit.
- 8 (7) Assigning or subletting the premises in violation of the tenant's lease, as
9 described in paragraph (4) of Section 1161 of the California Code of Civil
10 Procedure.
- 11 (8) The tenant's refusal to allow the owner to enter the residential rental unit as
12 authorized by Sections 1101.5 and 1954 of the California Civil Code, and
13 Sections 13113.7 and 17926.1 of the California Health and Safety Code.
- 14 (9) Using the premises for an unlawful purpose as described in paragraph (4) of
15 Section 1161 of the California Code of Civil Procedure.
- 16 (10) The employee, agent, or licensee's failure to vacate after their termination as an
17 employee, agent, or a licensee as described in paragraph (1) of Section 1161 of
18 the California Code of Civil Procedure.
- 19 (11) When the tenant fails to deliver possession of the residential rental unit after
20 providing the owner written notice as provided in Section 1946 of the California
21 Civil Code of the Tenant's intention to terminate the hiring of the real property or
22 makes a written offer to surrender that is accepted in writing by the owner but
23 fails to deliver possession at the time specified in that written notice as described
24 in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

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

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

- 1 (A) For leases entered into on or after October 17, 2025, if the lease is for a
2 tenancy in a mobilehome, intent to occupy shall only be a no-fault just
3 cause basis for termination if the tenant agrees, in writing, to the
4 termination, or if a provision of the lease allows the owner to terminate the
5 lease if the owner, or the owner's spouse, domestic partner, children,
6 grandchildren, parents, or grandparents, unilaterally decides to occupy the
7 residential rental unit. Addition of a provision allowing the owner to
8 terminate the lease as described in this clause to a new or renewed rental
9 agreement or fixed-term lease constitutes a similar provision for the
10 purposes of subsection (b)(5) above.
- 11 (B) This subsection does not apply if the intended occupant occupies a rental
12 unit on the property or if a vacancy of a similar unit already exists at the
13 property.
- 14 (C) Intent to occupy shall only be a no-fault just cause basis for termination if
15 the intended occupant moves into the residential rental unit within 90 days
16 after the tenant vacates and occupies the residential rental unit as a primary
17 residence for at least 12 consecutive months.
- 18 (2) Compliance with Government or Court Order. The tenancy is terminated on the
19 basis of the owner's compliance with any of the following:
- 20 (A) An order issued by a government agency or court relating to habitability
21 that necessitates vacating the residential rental unit; or
- 22 (B) An order issued by a government agency or court to vacate the residential
23 rental unit; or
- 24 (C) A local ordinance that necessitates vacating the residential rental unit.
- 25 If it is determined by any government agency or court that the tenant is at
26 fault for the condition or conditions triggering the order or need to vacate
27 under this subsection, the tenant shall not be entitled to relocation
28 assistance as set forth in this chapter.

- 1 (3) Withdrawal From the Rental Market. The tenancy is terminated on the basis of
2 the owner's decision to withdraw the residential rental unit from the rental market.
- 3 (4) Substantial Remodel or Demolition. The tenancy is terminated because of the
4 owner's intent to substantially remodel or demolish a residential rental unit. The
5 owner may not require the tenant to vacate the residential rental unit on any days
6 where a tenant could continue living in the residential rental unit without
7 violating health, safety, and habitability codes and law.

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

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

15 The written notice shall be accompanied by a written copy of the City's Notice of
16 Tenant Rights, which provides additional information to tenants. For a tenancy in a
17 residential rental unit subject to this chapter existing before the effective date of this
18 chapter, the notice required above shall be provided in writing to the tenant directly or as
19 an addendum to the lease or rental agreement no later than January 1, 2026. For a
20 tenancy in a residential rental unit subject to this chapter commenced or renewed on or
21 after January 1, 2026, the notice required above shall be included as an addendum to the
22 lease or rental agreement, or as a written notice signed by the tenant, with a copy
23 provided to the tenant.

24 The provision of this notice shall be subject to California Civil Code Section 1632, as
25 may be amended from time to time.

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

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

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

5 (a) Requirements Upon Termination of a Tenancy for At-Fault Just Cause. Before an owner
6 of a residential rental unit issues a notice to terminate a tenancy for at-fault just cause
7 that is a curable lease violation after a tenant has continuously and lawfully occupied a
8 residential rental unit for 6 months, the owner shall first give written notice of the
9 violation to the tenant including a description of the violation (or violations) and an
10 opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the
11 California Code of Civil Procedure. If the violation is not cured within the time period
12 set forth in the notice, a three-day notice to quit without an opportunity to cure may
13 thereafter be served to terminate the tenancy.

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

19 (b) Requirements Upon Termination of a Tenancy for No-Fault Just Cause. Upon
20 termination of a tenancy for no-fault just cause after a tenant has continuously and
21 lawfully occupied a residential rental unit for 6 months, an owner of a residential rental
22 unit shall provide notice and relocation assistance as follows:

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

27 (A) Notice to Tenant Required. The owner shall give written notice to the
28 tenant prior to the proposed date of termination as required by state law.
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:

- 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;
- 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 within 15
12 calendar days of service of the notice or the last day of legal
13 occupancy, whichever comes first; and
- 14 (iii) Notice of Substantial Remodel or Demolition and Right to Receive
15 Future Offer. The following statement must be included in the
16 written notice:

17 "If the substantial remodel of your unit or demolition of the
18 property as described in this notice of termination is not
19 commenced or completed, the owner must offer you the
20 opportunity to re-rent your unit with a rental agreement
21 containing the same terms as your most recent rental
22 agreement with the owner at the rental rate that was in effect
23 at the time you vacated. You must notify the owner within
24 30 days of receipt of the offer to re-rent of your acceptance
25 or rejection of the offer, and, if accepted, you must reoccupy
26 the unit within 30 days of notifying the owner of your
27 acceptance of the offer."

28 The written notice shall additionally contain a description of the
substantial remodel to be completed, the approximate expected

1 duration of the substantial remodel, or if the property is to be
2 demolished, the expected date by which the property will be
3 demolished, together with one of the following:

4 (a) A copy of the permit or permits required to undertake the
5 substantial remodel or demolition; or

6 (b) If the substantial remodel is due to abatement of
7 hazardous materials and does not require any permit, a
8 copy of the signed contract with the contractor hired by
9 the owner to complete the substantial remodel, that
10 reasonably details the work that will be undertaken to
11 abate the hazardous materials.

12 The written notice shall additionally indicate that if the tenant is
13 interested in reoccupying the residential rental unit following the
14 substantial remodel, the tenant shall inform the owner of the
15 tenant's interest in reoccupying the residential rental unit following
16 the substantial remodel and provide to the owner the tenant's
17 address, telephone number, and email address.

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

24 (C) Relocation Assistance Required. The owner shall, regardless of the tenant's
25 income, at the owner's option, do one of the following to assist the tenant
26 to relocate:

27 (i) Provide a direct payment to the tenant in an amount equal to one
28 month of the U.S. Department of Housing and Urban
Development's Small Area Fair Market Rents Amount for the zip

- 1 code in which the residential rental unit is located when the owner
2 issued the notice to terminate the tenancy; or
- 3 (ii) Waive in writing and not collect the payment by tenant of then due
4 or future rent otherwise due under the lease in an amount equivalent
5 to the direct payment described in (i) above.
- 6 (D) Return of Deposit Required. Unless otherwise provided by state law, the
7 owner shall return to tenant the tenant's full deposit within the timeframe
8 specified by state law.
- 9 (E) Copy of City's Notice of Tenant Rights Required. The owner shall provide
10 a written copy of City's Notice of Tenant Rights to tenant.
- 11 (2) Termination of a Tenancy in a Residential Rental Unit for a No-Fault Just Cause
12 Reason Other than Substantial Remodel or Demolition. When an owner
13 terminates the tenancy of a residential rental unit for no-fault just cause other than
14 on the basis of a substantial remodel or demolition, the owner shall provide notice
15 and relocation assistance to the tenant as follows:
- 16 (A) Notice to Tenant Required. The owner shall give written notice to the
17 tenant prior to the proposed date of termination as required by state law.
18 Such notice shall include any applicable state law requirements, including,
19 but not limited to, California Code of Civil Procedure Section 1162 and
20 California Civil Code Section 1946.1:
- 21 (i) Notice of Basis for No-Fault Just Cause Termination. The owner's
22 decision to terminate the tenancy and a description of the basis for
23 said termination; and
- 24 (ii) Notice of Right to Relocation Assistance. The tenant's right to
25 relocation assistance or rent waiver pursuant to this section. If the
26 owner elects to waive the tenant's rent, the notice shall state the
27 amount of rent waived and that no rent is due for the final
28 corresponding months of the tenancy. Any relocation assistance

1 payment shall be provided by the owner to the tenant no later than
2 the last day of legal occupancy; and

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

11 (C) Notice of Right to Receive Future Offer. If the tenancy is being terminated
12 on the basis of withdrawal from the rental market under Section
13 14D.5(c)(3), the tenant's right to receive an offer to renew the tenancy in
14 the event that the residential rental unit is offered again for rent or lease for
15 residential purposes within two years of the date the residential rental unit
16 was withdrawn from the rental market, and that to exercise such right, the
17 tenant: (a) must notify the owner in writing within 30 days of the
18 termination notice of such desire to consider an offer to renew the tenancy
19 in the event that the residential rental unit is offered again for rent or lease
20 for residential purposes; (b) furnish the owner with an address or email
21 address to which that offer is to be directed; (c) and advise the owner at
22 any time of a change of address to which an offer is to be directed;

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

- 1 (E) Relocation Assistance Required. The owner shall, regardless of the tenant's
2 income, at the owner's option, do one of the following to assist the tenant
3 to relocate:
- 4 (i) Provide a direct payment to the tenant in an amount equal to one
5 month of the U.S. Department of Housing and Urban
6 Development's Small Area Fair Market Rents Amount for the zip
7 code in which the residential rental unit is located when the owner
8 issued the notice to terminate the tenancy; or
- 9 (ii) Waive in writing and not collect the payment by tenant of then due
10 or future rent otherwise due under the lease in an amount equivalent
11 to the direct payment described in (i) above.
- 12 (F) Copy of City's Notice of Tenant Rights Required. The owner shall provide
13 a written copy of City's Notice of Tenant Rights to tenant.
- 14 (3) Additional Requirements Upon Termination of a Tenancy for No-Fault Just
15 Cause. Upon termination of a tenancy for no-fault just cause, the following
16 additional provisions shall also apply:
- 17 (A) The relocation assistance or rent waiver required by this chapter shall be in
18 addition to the return of any deposit or security amounts owed to the
19 tenant.
- 20 (B) Any relocation assistance or rent waiver to which a tenant may be entitled
21 to under this chapter shall be in addition to and shall not be credited
22 against any other relocation assistance required by any other law.
- 23 (C) If the tenant fails to vacate after the expiration of the notice to terminate
24 the tenancy, the actual amount of any relocation assistance or rent waiver
25 provided pursuant to this section may be recoverable by owner as damages
26 in an action to recover possession.
- 27 (D) If the tenancy is being terminated on the basis of an intended occupant
28 move in under Section 14D.5(c)(1) and the intended occupant fails to
move into the residential rental unit within 90 days after the tenant vacates,

1 or fails to occupy the residential rental unit as their primary residence for
2 at least 12 consecutive months, the owner shall offer the unit to the tenant
3 who vacated it at the same rent and lease terms in effect at the time the
4 tenant vacated and shall reimburse the tenant for reasonable moving
5 expenses incurred in excess of any relocation assistance that was paid to
6 the tenant in connection with the written notice. If the intended occupant
7 moves into the unit within 90 days after the tenant vacates but dies before
8 having occupied the unit as a primary residence for 12 months, this will
9 not be considered a failure to comply with this section or a material
10 violation of this section by the owner.

11 (i) For a new tenancy commenced during the time periods described
12 above, the unit shall be offered and rented or leased at the lawful
13 rent in effect at the time any notice of termination of tenancy is
14 served.

15 (E) Among other remedies applicable to owner's failure to comply with the
16 terms of this chapter, an owner's failure to strictly comply with this section
17 shall render the notice of termination void.

18 Section 14D.7 - Enforcement and Remedies.

19 (a) Any waiver of the rights under this chapter shall be void as contrary to public policy.

20 (b) The City seeks to promote good relations between owners and tenants, and in
21 furtherance of such goal, provides the following guiding principles:

22 (1) Owners and tenants should treat each other with respect, listen to each other, and
23 make good faith efforts to informally resolve issues. If owners and tenants cannot
24 informally resolve issues, alternative dispute resolution and mediation programs
25 should be voluntarily utilized.

26 (2) If disputes are not able to be settled despite the use of dispute resolution or
27 mediation programs, the primary enforcement mechanism is otherwise expected
28 to be the private remedies set forth in subsection (c) of this section.

- 1 (3) The City shall have the sole and unfettered discretion to determine if and when
2 City will engage in City enforcement of this chapter. Owners and tenants are
3 highly encouraged to independently resolve disputes as set forth in subsections
4 (b)(1) and (b)(2) of this section.

5 (c) Private Remedies.

- 6 (1) *Civil Action.* A tenant claiming a violation of this chapter may file a civil action
7 for injunctive relief, actual money damages, and any other relief allowed by law,
8 including the assessment of civil penalties in the amount of up to \$1,000 per
9 violation.

- 10 (A) An owner who attempts to recover possession of a residential rental unit in
11 material violation of this chapter shall be liable to the tenant in a civil
12 action for actual damages; an owner who has acted willfully or with
13 oppression, fraud, or malice shall be liable to the tenant in a civil action for
14 up to three times the actual damages. The court may also enter an award of
15 punitive damages for the benefit of the tenant against the owner.

- 16 (2) *Affirmative Defense.* A tenant may raise, as an affirmative defense, any violation
17 or noncompliance with this chapter in any action by an owner to recover
18 possession of a residential rental unit.

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

22 (d) City Enforcement.

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

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

- 28 (3) *Criminal Enforcement.* Any person who violates the provisions of this chapter
shall be deemed guilty of a misdemeanor punishable by a fine not exceeding one

1 thousand dollars (\$1,000), imprisonment for a term not to exceed six (6) months,
2 or both, pursuant to chapter 1, section 1.7(a) of this Code. The City Attorney may
3 prosecute or authorize or direct the prosecution of this chapter as an infraction
4 pursuant to chapter 1, section 1.7(b) punishable by the fines specified in chapter
5 1, section 1.7(b)(2) of this Code.

6 (4) *Administrative Enforcement.* In addition to any penalties imposed pursuant to
7 chapter 1.7 of this Code, any person who violates the provisions of this chapter
8 may be issued an administrative citation by an enforcement officer pursuant to
9 chapter 1, sections 1.14 through 1.14.8 of this Code. Notwithstanding anything in
10 chapter 1, section 1.14.1 to the contrary, the enforcement officer is not required to
11 issue a notice of violation prior to issuing an administrative citation for a
12 violation of this chapter.

13 (5) *Subpoena Authority.* The City Attorney shall have the power to issue subpoenas
14 for the attendance of witnesses, to compel their attendance and testimony, to
15 administer oaths and affirmations, to take evidence, and to issue subpoenas for
16 the production of any papers, books, accounts, records, documents or other items
17 that may be relevant to the City Attorney's investigation, enforcement action, or
18 prosecution. The City Attorney may exercise such powers prior to or following
19 the commencement of any civil, criminal, or administrative action to the fullest
20 extent allowed by law.

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

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

27 SECTION 5. Severability.

28 If any section, sentence, clause or phrase of this Ordinance is for any reason held to be
invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision

1 shall not affect the validity of the remaining portions of this Ordinance. The City Council
2 hereby declares that it would have passed this ordinance and adopted this Ordinance and each
3 section, sentence, clause or phrase thereof, irrespective of the fact that any one or more
4 sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

5 SECTION 6. Construction

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

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

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

13 AYES:

14 NAYS:

15 ABSENT:

16 ABSTAIN:

17
18 MAYOR OF THE CITY OF OCEANSIDE

19 ATTEST:

APPROVED AS TO FORM:

20
21 CITY CLERK

22 CITY ATTORNEY

23
24
25
26
27
28
Asst.