

TENANT PROTECTIONS LUNCH & LEARN



- Introductions
- Presentation
 - Background
 - What's covered under the ordinance?
 - Resources
 - Frequently Asked Questions
- Audience Q&A



Introductions

- Peter Imhof, Director
- Lucy Graham, Housing Analyst



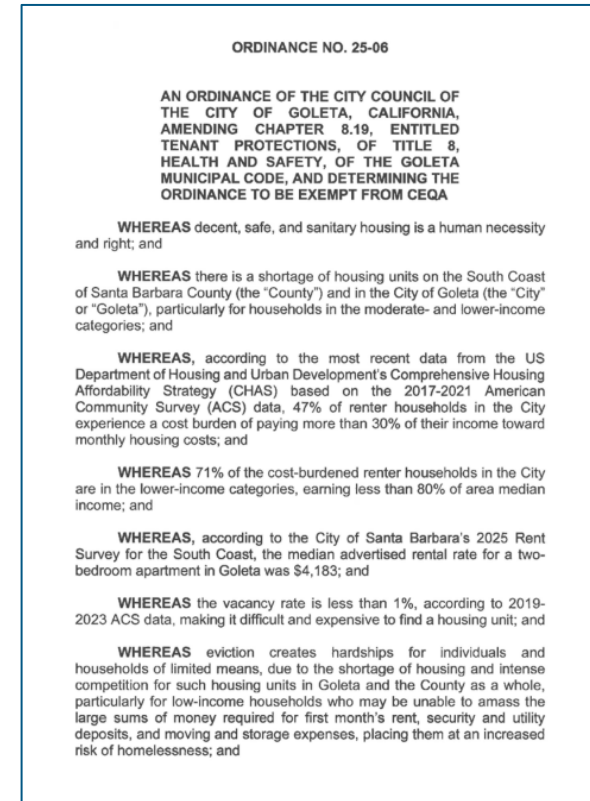
Intent

- Build on *Tenant Protection Act of 2019*
- Protect public peace, health, and safety
- Minimize displacement, esp. low income
- Prevent homelessness
- Stabilize the local market
- Preserve the rights of landlords



Overview of Policy

- Adopted 9/16/25, in effect now
- Exemptions
- Just Cause required
- Noticing requirements
- Relocation Assistance
- Substantial Remodel
- Mandatory 1-yr Lease
- Anti-Tenant Harassment



cityofgoleta.org/tenantprotections



Exempt Rental Unit Types

GMC §8.19.020

- A. Owner-occupied, rented for < 1 year
- B. Subleased < 1 year
- C. Employee housing
- D. Hotels and motels
- E. Housing in hospital, church, residential care facility
- F. Housing rented by a hospital, subleased to patients
- G. Dorms
- H. Unit where Tenant shares bathroom or kitchen w/Owner
- I. Owner-occupied unit, inc.: (1) where the Owner-occupant rents 0-2 units/rooms, inc. ADU/JADU; or (2) mobilehome
- J. Duplex where Owner lived at start of the tenancy and continues to live there (no ADUs/JADUs)

Exempt Rental Unit Types (cont'd)

GMC §8.19.020

K. Housing < 15 years old (exc. mobilehomes)

L. Deed-restricted aff. housing

M. House/condo/mobilehome, provided:

- (1) the Owner is not a real estate investment trust, corporation, a limited liability company in which at least one member is a corporation, or management of a mobilehome park, and
- (2) the tenants have been notified in the rental agreement of the exemption

N. Condos, community apt., planned dev. or stock co-op, or in a limited equity stock co-op

O. Units acquired by government agency for a public purpose

P. Short-term rentals (< 30 days)



Qualified Tenant

GMC §8.19.030(H)

Tenant who:

- has continuously and lawfully occupied a Rental Unit for 12 months or more, or
- otherwise qualifies as a Tenant with Just Cause eviction protection under Civil Code Section 1946.2(a)*

* One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.



Just Cause for Termination of Tenancy

GMC §8.19.040

- At fault
- No fault:
 1. Owner move-in
 2. Withdrawal from market
 3. Comply with laws/codes
 4. Demolish or *substantial remodel*



Substantial Remodels

GMC §8.19.030(M)

Means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, State, and local laws, that cannot be reasonably accomplished in a safe manner with the Tenant in place and that requires the Tenant to vacate the Rental Unit for at least 30 days.



Substantial Remodels (cont'd)

GMC §8.19.030(M)

To qualify, the Substantial Remodel must be for the primary purpose of bringing the Rental Unit into compliance with applicable health and safety codes. A Substantial Remodel does not include cosmetic improvements, including painting, decorating, minor repairs, routine maintenance, or other work that can be performed safely without having the Rental Unit vacated.



Relocation Assistance Payments

GMC §8.19.040(D)

- At Fault - NO payment required
- No fault - the greater of:
 1. Two months' rent, or
 2. \$8,000
- Split among adult tenants
- Due w/in 15 days of Notice of Termination
 - *Unless landlord issues an Early Tenant Alert Notice...*



Early Tenant Alert Notice

GMC §8.19.030(A) / GMC §8.19.040(D)(3)

- Optional add'l 60 days' notice prior to No-Fault Just Cause
 - Must be in writing
- Gives landlord the option to split Relocation Assistance Payment in two:
 - 50% when Notice of Termination is served
 - 50% at move-out



Required Noticing for Termination of Tenancy

GMC §8.19.040(E)

- Must include full facts
- Cite No Fault or At Fault just cause
- At least 60 days before move out
- Identify Relocation Assistance Payment amount
- Include “Housing Displacement Informational Handout” (City form)
- *Substantial remodel* – add’l info req’d



Required Noticing (Substantial Remodel)

GMC §8.19.040(C)(4) / GMC §8.19.040(D)

- State intent to Substantially Remodel
- Include description and expected duration
- Provide reason why work requires displacement, for 30+ days
- Attach copies of issued permits
 - *If work involves abatement of hazardous materials but no permits required, attach copy of signed contract with qualified abatement contractor*
- Notify tenant if they want to come back after Sub. Remodel, they have a Right of First Refusal to return (GMC §8.19.060)
- Within 5 days, file a copy of the Notice with City PER Department



Right of First Refusal (after Sub. Remodel)

GMC §8.19.060

- Tenant provides contact info (address, phone #, email) to be notified when unit is ready
- Landlord notifies Tenant in writing of ROFR to reoccupy the Rental Unit when it is ready to be occupied
- Landlord contacts Tenant, offers unit under an agreement substantially the same as last rental agreement, including:
 - Rental price (set at no more than the previous rental rate at time of the notice of Termination of Residential Tenancy plus 5% plus the percentage change in the cost of living, or 10%, whichever is lower),
 - Proposed terms, and
 - Any security deposit required.
- Tenant must accept in writing w/in 30 days. If the Tenant declines or offer expires, Landlord may lease the Rental Unit to any applicant.



Substantial Remodel Rent Petition

GMC §8.19.060(C)

- A Landlord may apply to increase the Rent more than is allowed by submitting a Petition w/in 30 days of Tenant's ROFR response
- Landlord mails copy to the Tenant(s) w/in 5 days after filing petition (w/proof of service to City)
- Tenant(s) has 30 days from date of service to reply or provide add'l materials to City in response
- Upon receipt, PER Director determines estimated cost/if any expert(s) will be needed for proper analysis. The Petition will not be processed until Landlord pays City the estimated cost
- Shall be presumed that the net operating income earned on the unit immediately before the Substantial Remodel, plus any rent increases allowed under the Municipal Code, provide the Landlord with a fair & reasonable return
- A Landlord has the burden to prove that the add'l rent increase is necessary to earn a fair & reasonable return on the O&M of their rental unit after the Substantial Remodel



Substantial Remodel Rent Petition - Decision

GMC §8.19.060(C)

- PER Director will consider the petition and info submitted by any aggrieved party, including:
 - i. If it was a Substantial Remodel as defined;
 - ii. Changes in the cost of living as defined;
 - iii. The last rent increase;
 - iv. Amt./quality of services provided to Tenant(s);
 - v. Completion of rehab/capital improvements, and the cost thereof (materials, labor, interest, permit fees, & other items the PER Director deems appropriate);
 - vi. Changes in property/other taxes;
 - vii. Changes in the rent paid by the Landlord for the land on which the Rental Unit is located;
 - viii. Changes in utility charges paid by the Landlord, and the extent, if any, of reimbursement from Tenant(s);
 - ix. Changes in reasonable O&M expenses; and
 - x. The need for repairs other than ordinary wear & tear.
- Decision will be emailed and mailed to the Landlord or their agent, and any impacted Tenant(s)
- Decision can be appealed to the Planning Commission



Mandatory Lease Offer

GMC §8.19.050

- Landlord must offer 1-year lease
- Tenant may request, in writing, a shorter term or month-to-month
 - *City Lease Rejection Form* not required, but available on website
- Leases must be offered annually



Anti-Tenant Harassment

GMC §8.19.070(C)

- Activities w/no lawful purpose that affect Tenant's use/enjoyment of their rental
- Reducing services in the lease
- Failing to make needed repairs, exercise due diligence
- Abusing landlord's right of access (entering/photographing)
- Threatening harm; invading privacy
- Misrepresenting/omitting facts to induce move out
- Inquiring, threatening to report tenants for immigration status
- Refusing to acknowledge rent payments
- Unlawfully discriminating; retaliating for exercising rights



Anti-Tenant Harassment Remedies

GMC §8.19.080(E)(3)

- Remedies specific to harassment:
 - actual damages or \$1,000+ per violation,
 - civil penalties up to \$10,000, or
 - other civil remedies by law
- May be imposed before or after Tenant moves out



Resources

- **GMC §8.19** (Council Ord. 25-06)
- **City Tenant Protections webpage**
cityofgoleta.org/tenantprotections
- **For Goleta residents:**
Rental Housing Mediation Program
SantaBarbaraCA.gov/RHMP



Tenant Protections

Font Size: + - + Share & Bookmark Feedback Print



Join City of Goleta Wednesday, Nov. 5 from 12-1pm for a free virtual Lunch & Learn on Tenant Protections in Goleta. [Register here](#) to be sent a Zoom link.

In September 2025, the City Council adopted amendments to Goleta's Tenant Protections Ordinance. View the [current TENANT PROTECTIONS ORDINANCE in the Goleta Municipal Code \(GMC §8.19\)](#).

Resources for Landlords

- [Types of Exempt Rental Units](#) under GMC §8.19.020
- [Required lease language for housing units exempt under GMC §8.19.020\(M\)](#)
- [Lease Rejection Form](#)
- [Housing Displacement Informational Handout](#)

Resources for Tenants

- [Rental Housing Mediation Program](#) (City contract with RHMP staff for City residents)
- [Diversion Hotline flyer \(English/Spanish\)](#)
- County 2-1-1 Eviction Resources ([English/Spanish](#))

History of Tenant Protections in the City

- 2025 - City Council adopted a permanent Tenant Protections Ordinance that included:



FAQ

- Can I move into one of the apartments in a building I own?
 - Yes. The Owner, Owner's spouse/partner, child, grandchild, parent or grandparent can move in, after following the Just Cause requirements. Must live there at least 12 months.
- How much notice is required for termination of tenancy?
 - For No-Fault Just Cause, minimum 60 days.
(Or a total of 120 days, with an Early Tenant Alert Notice.)
- How much of a Relocation Assistance Payment is required?
 - Two months of rent, or \$8,000 (whichever is more).



FAQ (cont'd)

- Is my tract home/condo/mobilehome subject to these rules?
 - No, as long as the owner is not a REIT, corporation, LLC, or MHP mgr., AND lease agreement states that the unit is exempt.
- I want to rent my home for 4 months this summer while I travel. Is that allowed?
 - Yes (either as an owner-occupied rental for <1 year, or as real property alienable separate from other dwellings).
- My son lives near UCSB. Is his apartment covered?
 - If it's in the city limits, yes. If it's in Isla Vista or "Noleta," then the County's regulations apply.



Q & A Session

thank you!

LGraham@CityofGoleta.org
Cityofgoleta.org/TenantProtections