

[Effective 3/30/04]

San Diego Municipal code Article 8: Housing Division 7: **Tenants' Right to Know Regulations**

§98.0701 **Purpose** of Tenants' Right to Know Regulations

The purpose of these regulations is to promote stability in the San Diego rental housing market and limit adverse impacts on long-term residential tenants displaced and forced to find replacement housing in the expensive and limited San Diego housing market. The regulations protect the rights of long-term residential tenants by limiting grounds for their eviction and requiring landlords to provide notice of such grounds. The rights conferred by these regulations are in addition to any provided in state or federal law.

§98.0702 **When Tenant's Right to Know Regulations Apply**

This division applies to the rental of any rental unit (as defined in section 98.0720) in the City except as specifically exempted in section 98.0725.

§98.0720 **Definitions**

The following definitions apply to the administration and enforcement of this division:

"Condominium" means the same as defined in sections 783 and 1357 of the California Civil Code.

"Landlord" means an owner, lessor, sublessor or any other person or entity entitled to offer any residential unit for rent or entitled to receive rent for the use and occupancy of any rental-unit.

"Resident manager" means a person who resides on the premises and is employed to perform or to be responsible for the operation and/or maintenance of the rental-units on the premises.

"Rental-unit" means a room or a group of two or more rooms designed, intended, or used for human habitation. Rental-units include apartments, condominiums, stock cooperatives, single-dwelling units, and hotel units not exempted under section 98.0725.

"Single-dwelling unit" means a single detached structure containing one dwelling unit for human habitation and accessory buildings appurtenant thereto located on a lot or parcel and all housing services provided in connection with the use or occupancy thereof.

"Stock cooperative" means the same as defined in California Business and Professions Code section 11003.2.

"Tenancy" means the right or entitlement of a tenant to use or occupy a rental-unit.

§98.0725 Exemptions

The following shall be exempt from the requirements of this division:

(a) Institutional Facilities. Housing accommodations in any hospital, convent, monastery, extended care facility, asylum, nonprofit home for the aged, fraternity, or sorority house, housing accommodations owned, operated, or managed by a bona fide educational institution for occupancy by its students or rental-units that require intake, case management or counseling and an occupancy agreement as part of the occupation.

(b) Agency Owned or Subsidized Units. Any rental-unit owned, operated, or subsidized by any government agency, and which is therefore subject to substantially similar or greater state or federal eviction controls.

(c) Rooms Rented to Boarders. A rental-unit in which the landlord owns the rental-unit, shares kitchen or bath facilities with the tenants, and also occupies the rental-unit or a unit in the same building as his or her principal residence.

(d) Rental-Units in Hotels, Motels, or Rooming Houses Rented to Transient Guests which do not qualify as Single Room Occupancy Hotel Rooms pursuant to San Diego Municipal Code Chapter 14, Article 3, Division 5.

(e) Mobile Homes. Mobile homes subject to Mobilehome Residency Law (California Civil Code, Chapter 2.5).

(f) Transient occupancies defined by California Civil Code section 1940(b).

§98.0730 **Termination of Tenancy**

A residential tenancy of more than two years duration shall not be terminated, nor shall its

renewal be refused, except for one or more of the following reasons::

- (a) Nonpayment of Rent.
- (b) Violation of Obligation of Tenancy. The tenant has violated a lawful and material obligation or covenant of the tenancy, except that the following may not be grounds for termination or nonrenewal of a tenancy:
 - (1) The failure to surrender possession of the rental-unit upon the expiration of a specified term, except as provided in section 98.0730(e);
- (c) Nuisance. The tenant is committing a nuisance or permitting a nuisance in, or is causing damage to, the rental-unit or to the appurtenances thereof or to the common areas of the housing complex containing the rental-unit, or is creating an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the housing complex.
- (d) Illegal Use. The tenant is using or permitting the rental-unit to be used for an illegal purpose.
- (e) Refusal to Renew Lease. The tenant, who had a written lease or rental agreement which terminated on or after April 26, 2004, has refused, after written request by the landlord, to execute a written extension or renewal thereof within the written period prescribed by the lease or state law for a further term of like duration with similar provisions. Neither this provision nor any other provision of this Division shall affect a landlord's ability to increase rent on any rental unit.
- (f) Refusal to Provide Access. The tenant has refused to give the landlord reasonable access to the rental-unit for the purpose of making repairs or improvements, or for the purpose of inspection as permitted or required by the lease or by law, or for the purpose of showing the rental-unit to any prospective purchaser or mortgagee.
- (g) Correction of Violations. The landlord, after having obtained all necessary permits from the City of San Diego, seeks to recover possession of the rental-unit for necessary repair or construction when removal of the tenant is reasonably necessary to accomplish the repair or construction work.
- (h) Withdrawal of Residential Rental Structure from the Rental Market. The landlord intends to withdraw all rental-units in all buildings or structures on a parcel of land from the rental market.
- (i) Owner or Relative Occupancy. The landlord, or his or her spouse, parent, grandparent, brother, sister, child, grandchild (by blood or adoption), or a resident manager plans to occupy the rental unit as their principal residence.

§98.0750 Notice to Tenant

Any landlord who attempts to terminate a tenancy pursuant to any of the grounds set forth in section 98.0730 shall provide the tenant a written notice to quit or terminate which recites the grounds under which the landlord is proceeding. The landlord shall provide the notice prior to or at the same time as the written notice of termination set forth in Civil Code section 1946, or a three-day notice described in Code of Civil Procedure sections 1161 and 1161a, is served on the tenant.

§98.0760 Affirmative Defense

In any action by a landlord to recover possession of a rental-unit, the tenant may raise as an affirmative defense any violation or noncompliance with the provisions of this division.