

NOTE: THESE FREQUENTLY ASKED QUESTIONS AND ANSWERS (FAQ) ARE SOLELY FOR GENERAL GUIDANCE TO THE PUBLIC. THIS FAQ IS NOT INTENDED TO PROVIDE LEGAL ADVICE OR TO SUBSTITUTE FOR THE ADVICE OF ANY ATTORNEY. THIS FAQ DOES NOT BIND THE CITY IN THE INTERPRETATION OF THE ORDINANCE OR THE SAN DIEGO MUNICIPAL CODE.

GENERAL INFORMATION

1. Where can I find the Residential Tenant Protections Ordinance (Ordinance)?

The Ordinance is found in San Diego Municipal Code sections 98.0701 through 98.0709. You may access it here:

<https://docs.sandiego.gov/municode/MuniCodeChapter09/Ch09Art08Division07.pdf>

2. When is the Ordinance effective?

Its effective date is June 24, 2023.

3. What are my options if I believe my landlord is in violation of the Ordinance?

You may file an action in court claiming your landlord has violated the Ordinance (see section 98.0709(a)) or raise the defenses described in the Ordinance if the landlord tries to unlawfully evict you (see section 98.0709(c)).

4. Where can I get assistance if I think my landlord has violated the Ordinance?

You may contact San Diego Legal Aid Society, San Diego County Bar Association, and others listed in the Tenant Protection Guide for legal representation or a referral to an attorney. Please see the Tenant Protection Guide, <https://www.sdhc.org/housing-opportunities/tenant-protections/>, for more information.

GENERAL APPLICATION OF ORDINANCE

5. What types of leases does the Ordinance apply to?

With some exceptions, the Ordinance applies to all verbal and written residential leases. Please see section 98.0703 for the list of exceptions.

6. Does the Ordinance protect a tenant if the tenant's lease is for three months or less?

No. The Ordinance does not protect a tenant who has a lease for a fixed term of three months or less even if that lease is extended or renewed for a fixed term of three months or less. However, a tenant is protected if a fixed term lease of three months or less continues as a month-to-month tenancy.

7. Is a month-to-month tenancy subject to the protections of the Ordinance?

Yes. The Ordinance applies to month-to-month tenancies, including an expired fixed-term lease that continues on a month-to-month basis.

8. Are Section 8 tenancies subject to the protections of the Ordinance?

Yes. The Ordinance protects tenants who receive tenant-based housing assistance under Section 8 of the United States Housing Act of 1937 unless an exemption in section 98.0703 applies.

9. If state or federal law provides additional requirements for noticing Section 8 tenants when terminating the tenancy, does the Ordinance control?

No. The Ordinance does not change the requirement of federal law applicable to Section 8 tenants. Landlords should comply with all applicable local, state, and federal laws. Landlords with tenants receiving Section 8 benefits can contact the San Diego Housing Commission for assistance with noticing and other requirements of the Section 8 laws.

EXEMPTIONS TO ORDINANCE

10. Does the Ordinance apply to tenants of mobilehomes?

The Ordinance applies to tenants of park-owned mobilehomes, meaning the tenant rents a mobilehome from the mobilehome park owner and operator.

However, the Ordinance does not apply to people who own their mobilehome and rent a lot/space in a mobilehome park. These mobilehome owners renting a lot/space in a mobilehome park have protections under the Mobilehome Residency Law (Civil Code sections 798-799.11).

11. Is a single-family home or condominium subject to the Ordinance?

No. Single-family homes and condominiums are not subject to the Ordinance under section 98.0703(I) if: (i) the landlord is not a corporation, limited liability company (LLC), or real estate investment trust (REIT) and (ii) the landlord provides the notice as required in subsection (2). For example, a mom-and-pop owner would be exempt from the Ordinance.

12. If a landlord rents out multiple separate single-family homes in different locations or condominiums within the City, would each of the tenancies be exempt from the Ordinance under section 98.0703(I)?

Yes, as long as the landlord is not a corporation, LLC, or REIT, and the landlord provides the notice as required in subsection (2). For example, a mom-and-pop owner would be exempt from the Ordinance.

13. How may a landlord with a lease that began before January 1, 2024, comply with the Ordinance's notice requirement in section 98.0703(I)(2)?

The landlord may provide the required notice with the lease, such as an addendum, or it may be done in any other written format (for example, by a flyer).

14. Under the section 98.0703(I) exemption for a single-family home or condominium, when is the landlord required to include the notice in the lease advising the tenant the residential rental property is exempt from the Ordinance?

Tenancies commencing or being renewed on or after January 1, 2024, must include in the lease the notice of exemption required in section 98.0703(I)(2) to qualify for the exemption from the

Ordinance. For existing tenancies, the Ordinance does not set a time requirement for providing notice, but a landlord should notify the tenant in writing of the exemption at or before the time of the legally required notice of termination of tenancy.

GROUNDS FOR EVICTION

- 15. For tenancies subject to the Ordinance, may a landlord terminate a tenancy solely because the lease expired?**

No. A landlord may not use expiration of the lease to terminate a tenancy under the Ordinance. A landlord can only terminate a tenancy for the just cause grounds listed in the Ordinance (see section 98.0704).

- 16. If a lease term has not expired, may a landlord terminate a tenancy under one of the no-fault just cause grounds for termination of a tenancy under section 98.0704(b)?**

No. A landlord is bound by the terms of the lease including the length of the tenancy and may not invoke a ground for no-fault termination of a tenancy until expiration of the lease, unless the lease expressly states the landlord may terminate the lease early for a no-fault reason.

- 17. To evict a tenant for one of the no-fault just cause reasons, the Ordinance requires the landlord act in “good faith without ulterior motives and with honest intent.” What does “good faith without ulterior motives and with honest intent” mean under section 98.0704(b)?**

The good faith standard described in the Ordinance means that the landlord’s stated ground for the termination of tenancy must in fact be the actual reason for eviction and not a pretext for some other motivation. The tenant should have actual evidence of intent, such as a record of statements made or supporting documents. Courts generally will not rely on speculation that is not supported by evidence.

OFFER TO RENT TO PRIOR TENANT

- 18. If a tenant is evicted for no-fault just cause as defined in the Ordinance, does a landlord have to offer the residential rental property to the displaced tenant every time it becomes available for rent or lease during the five-year period following termination?**

Yes. The landlord is required to offer to rent the residential rental property to the displaced tenant every time it becomes available for rent or lease during the five-year period following termination.

- 19. How long does a displaced tenant have to accept an offer to rent the residential rental property under section 98.0706(d)?**

A tenant has 30 calendar days from the date the offer is received to accept the offer.