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**LEGAL AID SOCIETY OF SAN DIEGO'S GUIDE TO CHULA VISTA RESIDENTIAL  
TENANT PROTECTION ORDINANCE:**

**WHAT TENANTS AND LANDLORDS NEED TO KNOW**

*Created on February 17, 2023*

This document is intended only to provide clarity for the public regarding existing requirements under the law or agency policies. This Fact Sheet is intended to provide accurate, general information regarding legal rights relating to housing in Chula Vista, California. Yet because laws and legal procedures are subject to frequent change and differing interpretations, Legal Aid Society of San Diego, Inc. cannot ensure the information in this Fact Sheet is current nor be responsible for any use to which it is put. Do not rely on this information without consulting an attorney or the appropriate agency about your rights in your particular situation. Please do not hesitate to call us to obtain the most up to date information regarding your situation.

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**1. What is the purpose of the Chula Vista Residential Tenant Protection Ordinance (aka "the Ordinance")?**

The purpose of the Ordinance is to require Just Cause for termination of residential tenancies consistent with California Civil Code section 1946.2, to limit the reasons for termination of a residential tenancy, to require greater tenant relocation assistance in specified circumstances and to provide additional tenant protections.

**2. When does the Ordinance come into effect?**

March 1, 2023.

**3. When does the Ordinance end?**

January 1, 2030, unless extended by the City Council of Chula Vista.

4. Are there any additional rules or regulations that may apply?

The City of Chula Vista is currently drafting administrative regulations to clarify requirements in the ordinance. The regulations will be effective 30 days after they are published on the [City of Chula Vista Housing Department website](#).

5. Which Residential Tenancies are NOT subject to this Ordinance?

1. Single-family owner-occupied residencies, including mobile homes, where the Owner-occupant rents or leases no more than two (2) units or bedrooms, including, but not limited to, an accessory dwelling unit or junior accessory dwelling unit.

a. Example:

- i. **Exempted:** A tenancy in a single-family home or mobile home where the owner lives in one room and rents out 1 or 2 other rooms to tenants, collecting rent from them monthly.
- ii. **Not Exempted:** A tenancy in a single-family home or mobile home where the owner lives in one room and rents out 3 or more rooms to 3 or more tenants, collecting rent from them monthly.

2. A property containing two separate dwelling units within a single structure in which the Owner occupies one of the units as the Owner's principal place of residence at the beginning of the Tenancy, so long as the Owner continues in occupancy, and neither unit is an accessory dwelling unit or junior accessory dwelling unit.

a. Example:

- i. **Exempted:** A tenancy in a duplex in which the owner lives in one rental unit and the tenant lives in the other, the owner collects rent from the tenant monthly.
- ii. **Not exempted:**
  1. Tenancies in a property with 3 or more rental units in which the owner lives in one rental unit and the tenants lives in the other units, the owner collects rent from the tenant monthly.
  2. Tenancies in a duplex in which the owner DOES NOT live in one of the two rental unit and the owner collects rent from the

tenant monthly.

3. **A Residential Rental Unit that is alienable separate from the title to any other dwelling unit, provided that both (a&b) of the following apply:**
  - a. The Owner is not any of the following:
    - i. A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.
    - ii. A corporation.
    - iii. A limited liability company(LLC) in which at least one member is a corporation.
    - iv. Management of a mobilehome park, as defined in Section 798.2 of the Civil Code.
  - b. The Tenants have been provided **written notice** that the Residential Rental Unit is exempt from this section.
  - c. **Example:** A tenancy in a condominium that is owned by person as an individual and the property's deed is in that individual's name, is exempt from the Ordinance so long as the Landlord as provided notice of the exemption to the Tenant(s).
4. A homeowner of a mobile home, living in the mobilehome.
5. A non-owner tenant of a mobile home.
  - a. However, this tenant retains the rights stated in the statewide California Tenant Protection Act.
6. A tenant of a transient and tourist hotel.
7. Any residential occupancy by reason of concession, permit, right of access, license or other agreement for a period of 30 consecutive days or less.
  - a. **Example:** An Air BNB or VRBO is exempt from the Ordinance.
8. A short-term rental occupancy.
  - a. **Example:** An Air BNB or VRBO is exempt from the Ordinance.
9. Housing accommodations at a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly or an adult residential care facility.
10. Residential Property or Dormitories owned by the City, an institution of higher education, or a kindergarten and grades 1-12 inclusive.
11. Housing accommodations in which Tenant shares the bathroom or kitchen facilities with the Owner who maintains their principal residence at the Residential Rental Unit.

12. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for individuals and families of very low, low, or moderate income. Housing that is subject to an agreement that provides housing subsidies for affordable housing for the same individuals previously described. **This exclusion does not apply to a Tenant with a Section 8 Housing Choice Voucher.**
6. **What types of bad-faith behaviors by does the Ordinance ban a landlord from doing?**
- Interrupt, terminate, or fail to provide Housing Services required by contract or by law, including federal, State, County, or City laws;
  - Fail to perform repairs and maintenance required by contract or by law, including federal, State, County, or City laws;
  - Fail to exercise commercially reasonable efforts and diligence to commence and complete repairs or maintenance;
  - **Abuse the Owner's right of lawful access** into a Residential Rental Unit. This includes entries for "inspections" that are not related to necessary repairs or services; entries excessive in number; entries that improperly target certain Tenants or are used to collect evidence against the occupant or otherwise beyond the scope of an otherwise lawful entry;
  - Abuse the Tenant with words which are offensive and inherently likely to provoke an immediate violent reaction;
  - Influence or attempt to influence a Tenant to vacate a rental housing unit through fraud, intimidation or coercion;
  - Threaten the Tenant, by word or gesture, with physical harm;
  - Violate any law that prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, AIDS, occupancy by a minor child, or any other protected classification;
  - Take action to terminate any Tenancy including service of notice to quit or other eviction notice or bring any action to recover possession of a Residential Rental Unit based upon facts that the Owner has no reasonable cause to believe to be true or upon a legal theory that is untenable under the facts known to the Owner.

- Interfere with a Tenant's right to quiet use and enjoyment of a Residential Rental Unit as that right is defined by State law;
- Refuse to accept or acknowledge receipt of a Tenant's lawful rent payment, excluding circumstances where an unlawful detainer or other civil action is pending that could be impacted by acceptance of rent;
- Interfere with a Tenant's right to privacy. This includes entering or photographing portions of a Residential Rental Unit that are beyond the scope of a lawful entry or inspection.
- Retaliate against a Tenant because of the Tenant's exercise of rights under this Ordinance.

### 7. Who is considered a Landlord (Owner)?

A property owner, or an owner's agent, contractor, subcontractor or employee, acting alone or in concert with another person.

### 8. "Just Cause" is required to terminate a tenancy. What is Just Cause?

There are two kinds of "Just Cause" or valid reasons to terminate a tenancy: 1)

At Fault Just Cause and 2) No-Fault Just Cause as detailed below:

- **At Fault Just Cause**
  - Failure to pay rent.
  - **A breach of material term of the lease**, including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
  - Maintaining, committing, or permitting the maintenance or commission of a **nuisance**
    - Examples:
      - Constantly having loud parties during quiet hours after warnings have been provided
      - Repeated harassment of neighbors or other tenants on the property
  - Committing waste
    - Examples:

- Tenant damaging the unit and causing the unit to be worth a lot less.
- Failure to report needed repairs to landlord that cause ongoing damage to the unit. For example, failing to report a plumbing leak that causes ongoing damage to the unit
- The Tenant had a written lease that terminated on or after the effective date of this chapter, and **after a written request or demand from the Owner, the Tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions**, provided that those terms do not violate this section or any other provision of law.
- **Criminal activity by the Tenant** at the Residential Rental Unit, including any common areas, or any criminal activity or criminal threat **on or off the property** where the Residential Rental Unit is located, that is **directed at any Owner, any agent of the Owner, or any other Tenant of the Residential Rental Unit** or of the property where the Residential Rental Unit is located.
- **Assigning or subletting the premises** in violation of the Tenant's lease.
- **The Tenant's refusal to allow the Owner to enter** the Residential Rental Unit when the Owner is requesting to enter for lawful purposes.
- **Using the premises for an unlawful purpose.**
  - **Important Note:** A Tenant shall not be considered to have used the premises for an unlawful purpose solely on the basis of the fact that the Owner's Residential Rental Unit is unpermitted, illegal, or otherwise unauthorized under applicable laws.
- The employee, agent, or licensee, who is provided 100% of their housing as part of employment, fails to vacate after their termination as an employee agent, or a licensee.
  - Exception:
    - Property Managers/ Agents who get a partial rent discount for their employment and pay the remainder of rent cannot be terminated under this section. The termination of employment terminates the rent discount,

and the former employee is now a tenant responsible for 100% of the rent.

- **When the Tenant fails to deliver possession of the Residential Rental Unit after providing the Owner written notice of the Tenant's intention to terminate the hiring of the real property or makes a written offer to surrender that is accepted in writing by the Owner but fails to deliver possession at the time specified in that written notice.**
- **No-Fault Just Cause**
  - Intent to Occupy by the Owner or an Owner's Family Member
    - **Important Note:** For leases entered into on or after July 1, 2020, Intent to Occupy by Owner or Family Member shall only be a No Fault Just Cause basis for termination if the Tenant **agrees, in writing**, to the termination, or if a provision of the lease allows the owner to terminate the lease if the Owner or Family Member unilaterally decides to occupy the residential real property.
    - **Definition of Family member:**
      - spouse, domestic partner, children, grandchildren, parents or grandparents.
  - **Tenancy is terminated because of Owner's compliance with any of the following:**
    - 1) An order issued by a government agency or court relating to habitability that necessitates vacating the Residential Rental Unit; or
    - 2) An order issued by a government agency or court to vacate the Residential Rental Unit; or
    - 3) A local ordinance that necessitates vacating the Residential Rental Unit.
    - **Examples:**
      - Eminent domain, code enforcement order to vacate, and rezoning.
    - **Important Note:** If it is determined by any government agency or court that the Tenant is at fault for the condition or conditions triggering the order or need to vacate under this subsection, the Tenant shall not be entitled to relocation assistance.



- The Tenancy is terminated because of the **Owner's decision to withdraw the Residential Rental Unit from the rental market.**
- The Tenancy is terminated because of the **Owner's decision to Substantially Remodel or completely demolish a Residential Rental Unit.**

9. **What does it mean to “Substantially Remodel” under the Ordinance?**

To make improvements to a Residential Rental Unit **meeting all following criteria:**

1. Any structural, electrical, plumbing, or mechanical system is being replaced or substantially modified; **and**
2. The cost of the improvements (excluding insurance proceeds, land costs, and architectural/engineering fees) is equal to or **greater than \$40 per square foot** of the Residential Rental Unit; **and**
3. A **permit is required** from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos is required in accordance with applicable federal, State, County, or City laws and cannot be reasonably accomplished in a safe manner with the Tenant in place; **and**
4. It is necessary for the Residential Rental Unit to be vacant for **more than sixty (60) days** to complete the improvements.

**Important Note:** Cosmetic improvements alone, including, but not limited to, painting, decorating, flooring replacement, counter replacement, and minor repairs, or other work that can be performed safely without having the Residential Rental Unit vacated, **do not** constitute a Substantial Remodel.

10. **Is a Landlord (Owner) required to give a Tenant Notice of the Ordinance? If so when and how?**

- Yes, an Owner of a Residential Rental Unit subject to The Ordinance **must provide written notice in no less than 12-point type** to the Tenant as follows:
  - “California law limits the amount your rent can be increased. See Civil Code section 1947.12 for more information. Local law also



provides an Owner must provide a statement of cause in any notice to terminate a Tenancy. In some circumstances, Tenants who are elderly (62 years or older) or disabled may be entitled to additional Tenant protections. See Chula Vista Municipal Code Chapter 9.65 for more information.”

- For a Tenancy in a Residential Rental Unit subject to the Ordinance **existing before March 1, 2023**, the notice required above **must be provided to the Tenant directly or as an addendum to the lease or rental agreement no later than March 1, 2023.**
- For a Tenancy in a Residential Rental Unit subject to this Ordinance that **commenced or renewed on or after March 1, 2023**, the notice required above **must 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 landlord **must** also provide the City with information regarding the termination of Tenancies pursuant to [Administrative Regulations](#) (See FAQ #5)

### 11. What requirements are Landlords (Owners) subject to when terminating a tenancy (evicting a tenant) for At-Fault Just Cause?

If the Landlord is terminating the tenancy for a **curable lease violation**, the Landlord must **first** give the Tenant a **written notice of the alleged violation**. The **written notice of the violation must include a description of the violation(s) and an opportunity to cure (fix) the violation.**

- **Example:** If a tenant has failed to pay his utilities according to the lease agreement, the Landlord must serve him with a Notice to Perform Covenants or Quit to give the tenant an opportunity to make the payment, before serving a Notice to Quit for the same violation.
- **Important Note:** If the violation is not cured within the time period set forth in the notice, a 3-day Notice to Quit without an opportunity to cure (fix) the violation may be served to terminate the tenancy.

### 12. What requirements must Landlords (Owners) fulfill prior to terminating a tenancy

## in a Residential Rental Complex for No-Fault Just Cause?

- A Landlord (Owner) must provide Notice and Relocation Assistance as follows:
  - **Written Notice** to the Tenant at least **30 or 60 days** prior to the proposed date of termination.
  - **In the Notice the Landlord must notify the Tenant of the following in no less than 12 pt font:**
    - A statement of the landlord's decision to terminate the tenancy for No-Fault Just Cause, and a **description of the basis for that termination.**
    - **Notice of the Tenant's right to relocation assistance.**
      - If the Landlord (Owner) chooses to waive the rent the notice must **state the amount of rent waived**, and that no rent is due for the final months of the tenancy.
      - Any relocation assistance payments must be given to the Tenant within **15 calendar days** of the service of the Notice.
    - **Notice of the Tenant's right to receive an offer to renew their tenancy** if the unit is offered again for residential rent within two (2) years of the date the unit was withdrawn from the rental market. **Notice to the Tenant that in order to exercise this right the Tenant must:**
      - Notify the Landlord (Owner) in writing within 30 days of receiving the termination notice of the Tenant's desire to consider an offer to renew the tenancy.
      - Give the Landlord (Owner) an address at which the Tenant can receive the offer of renewal.
      - Advise the Landlord (Owner) if the address provided changes.
  - **The Landlord (Owner) must provide Written Notice to the City** of the No-Fault Just Cause Termination of Tenancy **no later than three (3) business days** after the date the Landlord provided the Notice to the Tenant. [The Notice will be provided on a form approved of by the City](#)(forms pending). The City **will acknowledge receipt** of the

Landlord's notice within three (3) **business days** of receipt of the Notice.

- **The Landlord must provide Relocation Assistance** to the Tenants in one of the following ways:
  - A **direct payment** equal to **two (2) months** of the [U.S. Department of Housing and Urban Development's Small Area Fair Market Rents](#) Amount for the zip code in which the unit is located when the Owner issued the Notice OR a direct payment equal to two (2) months of actual then in effect contract rent under the Tenant's Lease, **whichever amount is greater**.
  - **Waive in writing** or not collect the payment by the Tenant of then due or future rent otherwise due under the lease in an amount equivalent to the direct payments described above.
- **If the Tenant is Elderly or Disabled, the Landlord must provide Relocation Assistance** to the Tenants in one of the following ways:
  - A **direct payment** equal to **three (3) months** of the [U.S. Department of Housing and Urban Development's Small Area Fair Market Rents](#) Amount for the zip code in which the unit is located when the Owner issued the Notice OR a direct payment equal to three (3) months of actual then in effect contract rent under the Tenant's Lease, **whichever amount is greater**.
  - **Waive in writing** or not collect the payment by the Tenant of then due or future rent otherwise due under the lease in an amount equivalent to the direct payments described above.

### 13. What is a "Residential Rental Complex" under the Ordinance?

One or more buildings, located on a single lot, contiguous lots, or lots separated only by a street or alley, containing three or more Residential Rental Units rented or owned by the same Landlord (Owner).

### 13. What is NOT a Residential Rental Complex?

- Duplex (only two units on the property) with both rental units occupied by tenants

- Single family owned by:
  - i. A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.
  - ii. A corporation.
  - iii. A limited liability company(LLC) in which at least one member is a corporation.

14. **What requirements must Landlords (Owners) fulfill prior to terminating a tenancy for No-Fault Just Cause where the Tenant Does Not Live in A Residential Rental Complex?**

- If a Landlord (Owner) is terminating the tenancy of a Tenant who **does not live in a Residential Rental Complex for No-Fault Just Cause**, the Landlord must provide notice as follows:
  - Notice to the Tenant **in writing, at least 30 or 60 days prior to the proposed date of termination in no less than 12 pt. font**:
    - Notice of the landlord's decision to terminate the tenancy for No-Fault Just Cause, and a **description of the basis for that termination**.
    - **Notice of the Tenant's right to Relocation Assistance**. If the Landlord (Owner) elects to waive the rent, the Landlord must **state the amount of rent** that is being waived and that there is no rent due for the final months of the tenancy. Relocation Assistance payments must be paid within **15 calendar days** of service of the Notice.
  - **Notice to the City** of the No-Fault Just Cause Termination of Tenancy **no later than three (3) business days** after the date the Landlord (Owner) provided Notice to the Tenant. [The Notice must be provided on a city-approved form](#) (forms pending). The City **will acknowledge receipt of the Notice within three (3) business days** of receipt of the Notice.
  - **Relocation Assistance** must be provided to a Tenant who does not live in a Residential Rental Complex in **one** of the following ways:
    - A **direct payment** to the tenant in the amount equal to **one (1) month** of actual then in effect contract rent under the Tenant's

lease; OR

- **Waive in writing** and not collect the payment by Tenant of then due or future rent otherwise due under the lease in an amount equal to the direct payment described above.

**15. What does it mean to be Elderly under the Ordinance?**

An individual is elderly if they are sixty-two years old or older.

**16. What does it mean to be Disabled under the Ordinance?**

An individual is disabled if they have any physical or mental disability as defined in Section 12926 of the California Government Code.

**17. What is a “Residential Rental Unit” under the Ordinance?**

Any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park that is not a Mobilehome Residency Law (“MRL”) Tenancy as defined by Civil Code Section 798.12 (or a tenancy governed by the MRL).

**18. What additional requirements must a Landlord (Owner) fulfill when terminating a tenancy for No-Fault Just Cause?**

- If more than one Tenant occupies a rental unit, the Landlord may make a **single payment** to all Tenant named on the rental agreement as relocation assistance.
- The relocation assistance or rent waiver required by the Ordinance is paid **in addition** to the return of any deposit or security amounts owed to the Tenant.
- Any relocation assistance or rent waiver that a Tenant is entitled to under the Ordinance is paid **in addition to** any other relocation assistance required by any other law.
- If the **Tenant fails to move out** after the expiration of the Notice to Terminate Tenancy, the actual amount of any relocation assistance or rent waiver provided under the Ordinance **may be recoverable by the Landlord (Owner)**

- as money damages in an action to recover possession.
- If a Residential Rental Unit in a Residential Rental Complex is offered for rent or lease for residential purposes **within two (2) years** of the date the tenancy was terminated for a no-fault eviction, the Landlord (Owner) **must offer the unit to rent or lease to the Tenant displaced** from that unit by the No Fault Just Cause termination **if** the Tenant did the following:
    - A) Advised the Landlord of their desire to consider an offer to renew tenancy; and
    - B) Gave the landlord an address to which that offer can be directed.
    - **Important Note:**
      - The Landlord (Owner) has the right to screen the Tenant using industry accepted methods and **must communicate such minimum screening criteria in the offer for new tenancy**, subject to the terms of any attendant Administrative Regulations.
      - The landlord may also offer the rental unit at a higher rental amount than the tenant previously paid.
  - If a Landlord (Owner) terminated the tenancy by reason of **withdrawing it from the rental market**, and the Landlord offers the property to be rented again **within two (2) years of the termination of the tenancy**, the Landlord is **liable** to the Tenant for the greater of:
    - 1) **Six (6) months' rent** to the last tenant of the Residential Rental Unit at the rental rate in place at the time the rental unit is re-rented as set forth by the [U.S. Department of Housing and Urban Development's Small Area Fair Market Rents](#) for the zip code in which the Residential Rental Unit is located; OR
    - 2) Six (6) months of actual then in affect contract rent under the Tenant's lease **at the time of the termination**.
    - **Important Note (exception):**
      - This section **does not apply** if the property is rented to a Landlord or Owner's Family Member, converted to another non-rental use, or otherwise sold or transferred during the two (2) year period.
  - The Landlord's (Owner's) failure to **strictly comply** with this Ordinance shall make the **Notice of Termination invalid**.



**19. What should I do if I have a conflict with my Landlord according to the Ordinance?**

The City recommends if you cannot resolve the issues informally, alternative dispute resolution and mediation programs should be voluntarily utilized.

The City **may require** Landlord (Owner) and Tenant to participate in education programs related to Owner-Tenant issues, mediation, or an alternative dispute resolution program.

**20. What can I do if the conflict with my Landlord is still not resolved after use of dispute resolution and mediation programs?**

An aggrieved Tenant may institute a civil action for injunctive relief, direct money damages, and any other relief allowed by law, including the assessment of civil penalties in the amount of no less than \$2,000.00 and no more than \$5,000.00 per violation per day.

If the aggrieved Tenant is Elderly or Disabled, additional civil penalties of up to \$5,000.00 per violation per day may be assessed at the discretion of the court.

**21. What can I do if my Landlord has terminated my tenancy, withdrawing my unit from the rental market, then my Landlord later re-offers the same unit for rent for residential purposes within two (2) years of the termination of my tenancy?**

A tenant can **pursue money damages** in the amount of **whichever is greater** as explained below:

- 1) Six (6) months rent to the last tenant of the Residential Rental Unit at the rental rate in place at the time the rental unit is re-rented as set forth by the [U.S. Department of Housing and Urban Development's Small Area Fair Market Rents](#) for the zip code in which the Residential Rental Unit is located; OR
- 2) Six (6) months of actual then in affect contract rent under the Tenant's lease at the time of the termination.



- **Important Note:** This section does not apply if the property is rented to a Landlord or Owner's Family Member, converted to another non-rental use, or otherwise sold or transferred during the two (2) year period.

We recommend you save any proof that the landlord is reoffering the unit such as a craigslist listing or other form of the unit being advertised for rent.

**22. What administrative citations or penalties do Landlords face for failure to follow the Ordinance?**

The City Attorney or an Enforcement Officer may issue administrative citations or civil penalties against a Landlord for violation of any of the provisions of the Ordinance. Civil penalties for violations of the Ordinance may be assessed at a rate not to exceed \$5,000 per violation per day.

**Important Note:** When a violation occurs, it is **not required that a warning or notice to cure must first be given** before an administrative citation or civil penalty may be issued.

**23. What can the city do in response to a Landlord failing to comply with the Ordinance?**

The City, or the City Attorney on behalf of the People of the State of California, may seek injunctive relief to enjoin violations of, or to compel compliance with, this Ordinance or seek any other relief or remedy available at law or equity, including the imposition of monetary civil penalties. Civil penalties for violations of this chapter may be assessed at a rate not to exceed \$5,000.00 per violation per day. The city may also pursue money damages against a Landlord.

**24. Can a Landlord (Owner) face criminal violations for violating the Ordinance?**

A Landlord who interferes or facilitates interference with a Tenant's peaceful enjoyment, use, possession or occupancy of a Residential Rental Unit by (a) a threat, fraud or intimidation, coercion, or duress; (b) maintenance or toleration of a public nuisance, (c) cutting off heat, light, water, fuel, Wi-Fi, or free communication by mail, email, telephone/cell phone, or otherwise, or (d) restricting trade (including

the use of delivery services for goods or food) or tradespersons from or to any such Tenant, **shall be guilty of a misdemeanor punishable by a fine of not more than \$1,000 or imprisonment for a period of not more than six months, or by both a fine and imprisonment.** At the sole discretion of the City Attorney, such violation may, in the alternative, be cited and prosecuted as an infraction.

**25. Can the City Attorney compel individuals to provide testimony and other evidence regarding violations of the Ordinance?**

Yes, the City Attorney has the power to issue subpoenas for the attendance of witnesses, to compel their attendance and testimony, to administer oaths and affirmations, to take evidence, and to issue subpoenas for production of any papers, books, accounts, records, documents or other items that may be relevant to the City Attorney's investigation, enforcement action, or prosecution. The City Attorney **may exercise such powers prior to or following** the commencement of any civil, criminal or administrative action to the fullest extent allowed by the law.

**26. If I am being evicted from my home through a Unlawful Detainer lawsuit, can I use the Ordinance to defend myself against the Unlawful Detainer lawsuit?**

Yes, a violation of the Ordinance may be asserted as an affirmative defense in an unlawful detainer or other civil action.

**27. Does the ordinance apply to tenancy termination notices served before March 1, 2023 (effective period)?**

It will not apply to termination notices that have already been adjudicated (judgment entered) in the courts.

For tenancy termination notices that have not been adjudicated, we currently do not know how the court will rule on this issue.

**28. What if I still have questions, who can I contact for assistance?**

The Legal Aid Society is open during this pandemic and our intake specialists can



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Speak with you Monday - Friday, 9:00 a.m. to 5:00 p.m.

Call us at: **877-LEGAL-AID (877-534-2524)**