



DEPARTMENT OF  
PUBLIC WORKS  
  
OFFICE OF THE DIRECTOR

CITY OF SACRAMENTO  
CALIFORNIA

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April 28, 1987

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Law and Legislative/  
Transportation and Community Development Committees  
Sacramento, California

Honorable Members in Session:

SUMMARY

At the request of the Human Rights/Fair Housing Commission, a proposed "Just Cause Eviction" Ordinance is being presented for review by the joint Law and Legislative/Transportation and Community Development Committees. Though considered by the City's Housing Element Task Force, the adoption of a "just cause" ordinance was not among the final Task Force recommendations.

RECOMMENDATION

The attached material regarding the proposed Just Cause Eviction Ordinance is presented for your review at the request of the Human Rights/Fair Housing Commission.

Respectfully submitted,

Roberta Larson  
Administrative Assistant II

APPROVED FOR COMMITTEE INFORMATION:

David R. Martinez  
Deputy City Manager

April 28, 1987  
All District

FACT SHEET: JUST CAUSE EVICTION ORDINANCE

Q: WHAT IS THE JUST CAUSE ORDINANCE?

A: The Just Cause ordinance would require a landlord to give tenants a fair, legitimate reason for eviction as part of a 30-day notice of eviction. The Just Cause ordinance contains many different "just causes", which can be grounds for eviction.

Q: WHAT EXACTLY ARE THE "JUST CAUSES"?

A: The main one is already covered by state law and is not affected by the Just Cause ordinance: failure to pay rent. Others are: illegal use of the premises; conversion of the unit to condominium; personal occupancy by the landlord; disruption or destruction of the unit by the tenant; major remodeling or reconstruction of the unit; a tenant's breach of agreed-upon, written rules or refusal to accept reasonable changes in the terms and conditions of the tenancy; removal of the unit permanently from the rental market; and, other just causes not specifically stated in the ordinance.

Q: HOW DOES IT WORK IN PRACTICE?

A: The landlord must show that she/he has a good reason to evict the tenant by writing in any eviction notice, the specific just cause basis for eviction. The good reason being relied on for eviction must be stated in the 30-day notice served on the tenant. If the tenant does not dispute the landlord's reason(s), the tenant and landlord arrange for the tenant to leave the unit.

If the tenant disputes the stated reason for eviction AND an action for eviction (unlawful detainer) is filed against the tenant, the landlord and tenant are allowed to present their views to a judge. Both must follow exactly the same court procedures now required in any 30 day notice eviction proceeding.

Q: WHY DOES SACRAMENTO NEED A JUST CAUSE ORDINANCE?

A: Under existing law, a landlord may, without good reason, evict a tenant. This can create unnecessary emotional and financial hardship on tenants who must suddenly plan and budget for a move. Those who cannot afford to pay high rents find that there are few vacancies in the low-cost rental market of Sacramento. They may not be able to find an affordable unit in the same neighborhood or community.

Tenants may be uprooted from a neighborhood, not just a rental complex. The disruption caused by a sudden eviction may force a change in school or day care arrangements, a longer commute to work or negatively affect other family choices or decisions.

The ordinance discourages this unsettling by prohibiting arbitrary evictions and establishing objective, community-wide standards for eviction. It encourages community and neighborhood stability. In addition, evictions without apparent reasons, as now allowed, may be used as a subtle means of discrimination against protected persons. The ordinance does not affect existing laws governing housing discrimination. It allows for penalties for failing to give a just cause basis for eviction.

Requiring a fair reason to be given to a tenant prior to legal eviction should enhance respect between landlords and tenants and promote better relations in general. Just cause eviction also is in accord with basic notions of fairness and dignity that are deeply rooted in American law and society.

Q: AREN'T THERE ALREADY LAWS WHICH PROTECT TENANTS FROM ARBITRARY EVICTIONS?

A: In Sacramento, the only tenants protected by just cause provisions are mobile home park residents and those living in publicly subsidized housing. Other renters are currently vulnerable to arbitrary or no-cause eviction. No law protects them unless they can prove that they are victims of certain kinds of discrimination.

Q: WHAT ARE THE PENALTIES FOR VIOLATING THE ORDINANCE?

A: Violation of this ordinance would be punishable as follows: first offense- a fine between \$250. and \$500.; second offense within a year- fine between \$500. and \$1,000.; third offense within the same year- fine between \$1,250 and \$2,500.

Q: DOES THIS FORCE LANDLORDS TO RENT TO ANYONE WHO WANTS TO MOVE IN?

A: No. The Just Cause Ordinance only deals with tenants already living in the rented dwelling and does not apply to prospective tenants. Landlords may still use legal and reasonable guidelines in selecting responsible tenants.

Q: CAN THE LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT INCLUDE A WAIVER OF A TENANT'S JUST CAUSE PROTECTIONS?

A: No. No residential rental agreement could contain such a provision. If any waiver did exist, it would be deemed void.

Q: IF TENANTS LEASE A UNIT, AREN'T THEY ALREADY PROTECTED FROM ARBITRARY EVICTION?

A: While the lease is in effect, landlords may not evict tenants without showing that the tenant has violated a term of the lease. However, as soon as the lease is up, the landlord can begin the eviction process without having to offer a reason. Even if an explanation is given, there is no law which lists the acceptable reasons for eviction. In addition, many landlords do not use leases, and month-to-month rental agreements often do not contain the same protections as leases.

Q: WHAT HAPPENS IF A TENANT THINKS THAT THE LANDLORD DID NOT HAVE JUST CAUSE TO EVICT?

A: The tenant can make this claim when answering a landlord's suit for eviction. That way, the tenant does not have to file a suit against the landlord. However, the tenant must be able to disprove the landlords proof of the just cause.

Q: WHO MUST SHOW THAT THE EVICTION WAS JUST?

A: The legal procedures under the Just Cause ordinance are exactly the same as in any eviction lawsuit. The landlord would first be required to state and prove why the eviction was legitimate under one or more of the just causes provided in the ordinance. If the landlord is successful, in supporting a claim of just cause, the tenant must be able to disprove the landlord's claims. As in all such situations, the judge will decide who is right and will reach an equitable solution.

Q: WON'T THIS ORDINANCE MAKE IT HARDER TO EVICT "PROBLEM" TENANTS?

A: No. It only prohibits unethical, arbitrary evictions. Most landlords are law-abiding; they will not be affected when trying to evict a tenant who is breaking the law or breaching a rental agreement or lease. The Ordinance provides for the same type of eviction under these kinds of circumstances as currently exist.

JUST CAUSE ORDINANCE  
MEETING  
January 13, 1987

History of the Proposed Ordinance

Just Cause Ordinance:

In putting together the ordinance, information was gathered from other just cause ordinances in other cities, consultations with attorneys from the field and the federal laws relating to mobile home owners and publicly subsidized housing. A committee was formed, which reviewed the above and came up with its own just cause ordinance.

Copies of the proposed ordinance were sent to city and county officials for their review.

Meetings were then held in November and December, 1986, with Sacramento Valley Apartment Association (SVAA), Sacramento Board of Realtors (SBOR) and the property management group, IREM. Their comments were solicited in reference to the ordinance.

DISCUSSION IN SUPPORT OF THE  
JUST CAUSE ORDINANCE OF  
January 13, 1987

Ron Javor:

Great amount of hardships are experienced by people who are evicted for no reason at all; many are evicted arbitrarily. There is no hardship from the proposed ordinance that will be imposed on any good landlord. If there is a burden, it is an appropriate burden on irresponsible landlords who evict for inappropriate reasons.

Public housing and low income housing is very near to a "public utility." The Human Rights/Fair Housing Commission was created because of the continued need for local involvement in landlord and tenant housing. The need continues to exist today. The availability in housing is more critical because where people "can" live becomes more critical. With the slowed housing construction, the increased rental rate problem becomes even worse. The landlord who has a tenant that he/she does not like, (a tenant who cannot afford a \$100.00 rent increase) has a tendency to give a 30-day notice to the tenant and then raise the rent knowing that the market will bear it.

Gene Moriguchi:

Many tenants will give notice and demand a repair be done. The landlords often say, "If you don't like it, I'll give you a 30-day notice." Many tenants move after being given the 30-day notice. This often affects the poor, and to some extent, it also affects the middle class. Living in a place provides stability for one to get educated and grow.

When you are subjected to the kind of situation where you do not know if you are going to be living there next month, the children often suffer, you suffer, the family suffers. It tends to break apart that glue that is called "the family." One of the bottom line issues that we have is to preserve our housing for our people, making it safe, decent, sanitary and to free them from the fear that at any time the landlord, at his whim, will say, "Okay, we don't want you here." If you have good landlords, and you do in Sacramento, they understand. It is the bad ones who create the problem.

The industry cannot police itself. There is no self-policing, no sanctions against landlords. You begin to see a big trend since 1978 in Sacramento County, where outside investors and outside management companies are coming in. They are not all doing repairs when people complain. Many reply, "If you don't like it move." Or they will just give tenants a 30-day notice.

A question was then posed in regards to the code section on retaliatory eviction. Reference was made to the remedy there as being adequate for this particular problem. In response to that; "Everybody cannot be defended. There are limited resources and time factors involved. When tenants represent themselves, it is very difficult for them to prove their cases."

You have to do something about the "burden of proof." Basically, to prove retaliation, the burden is on the defendant. If you claim you are being retaliated against, the burden is on the tenant. Who is right and who is wrong? A lot of times, nobody keeps records, making it harder to prove.

For every witness the tenant has, there is another from the landlord, and a lot of times, the proof is "even." To establish the burden of proof, you need 51% of the evidence to be favorable.

It is a serious expense when a renter has to move out. One must come up with first and last month's rent and deposits. It is especially devastating for those of limited income.

We have the school districts that are concerned because when families move, they lose special services for those with education problems. It affects kids who worry about whether or not they are going to be there tomorrow.

Karen Brockopp:

When property managers have tenants from different cultures who do not speak very good English, instead of building a bridge toward understanding them, they just give them a 30-day notice. Retaliatory eviction is hard to prove. Tenants who do not know their rights do not document everything or make copies of everything. The government puts a lot of money into programs to help people relocate and many should not even have to relocate.

Staff Member Comment:

People are scared to report to the management things like cockroaches, mice, etc. because they are afraid that they will be evicted.

Judge Lytle:

There is a desperate need for legal representation for tenants to assist them in an unlawful detainer action, because by the time they get to trial, a great many options have been lost, with respect to the equities.

There needs to be education in the landlord/tenant community. If the landlords knew more about the law, there would be fewer instances of unlawful detainer evictions and fewer instances of loss of a home because of the improper activities of a manager. Many landlords act accidentally, many of them simply do not understand their rights and responsibilities. You need to educate for instances in proper litigation so tenants handle their cases properly. They do not understand the concept of retaliatory eviction. Poverty reduces your options. All the laws in the world are not going to reach the fundamental problem of poverty. This law, if passed, will benefit some people. But for a wide variety of reasons, it is not going to reach the people you want it to reach to the extent you want it to.

By the time you get to court, you do not get a fair representative sample of what is going on between landlords and tenants. Some people just leave after getting an eviction notice, others can't find legal representation, and others might be able to work it out with the landlords. Most of the time in an unlawful detainer action, when you do see a defense, it is hard for the tenant to prove it, particularly if the tenant is representing him or herself. The judge has to act as the tenant's "defense counsel", and the court tries to work it out.

Gene Moriguchi and Jonathan Ellison see more of a representative sample of what's going on, better than I do.

Q: It has been alleged or said from the SVAA and SBOR that on many occasions, this type of ordinance would make it very difficult for a landlord to prove just cause, and it would just create a burden on the landlords, because they would have to bring witnesses in to testify to such things as loud stereos, cars up on blocks, dangerous conditions and the like.

A: I do not know that it would place an intolerable burden on landlords. By offering this ordinance, you are asking the legislature to balance the rights between contending parties. The legislative body would have to make a determination that given the injustice that incurs to side A, it is proper to impose these burdens on side B. This is what you would have to be prepared to defend.

Q: Is there a need to be "more specific" on the type of proof that would have to be produced?

A: The procedures for hearing and evaluating evidence already exist. The English language will not admit of a sufficiently precise \_\_\_\_\_ to cover everything.

Mark Brown, CRLA:

We have had a 70% cut in federal housing, and the state has taken up almost none of that slack. According to the general accounting office, we are looking at losing up to 90% of the existing subsidized housing we have now because of expiring federal subsidies that are not being replaced.

In trying to gain support of the ordinance, you might want to target groups in an area that would gain sympathy from state legislatures. Families with children and elderly being evicted would be a good "target" for gaining public sympathy in trying to get the ordinance passed through the legislature.

Q: Is there any type of demonstrative evidence in reference to the shortage of low income housing in Sacramento? The opposition states that they do not see a shortage and it comments that we have no evidence to back up our claim.

A: There are many studies that exist in this area. Contact me for more information on this.

Bill Powers, WCLP:

In getting help to bring this issue to the attention of the state legislatures:

1. Develop a spot survey form to give to groups that will give us a number of examples during the month of "X", and to show some kind of frequency.
2. Assure owners that we are not proposing rent control, and that just cause is not a part of rent control. We would be ground-breaking in having the first just cause ordinance that stands without a rent control ordinance.
3. Medical testimony of the "effect on a family" of relocation as a result of having to move in a situation out of their control. Experts in the medical community to provide background material and other case studies that were done throughout the country by a number of medical physicians, as a basis of supporting whatever legislation is decided.

4. Get information from other attorneys on the matter, their evidence used in trying to get other bills passed. Contact other agencies for this too.
5. The link between just cause and affordable housing--the link that is in the introduction to the ordinance needs to be much stronger.

Many low income families do not even fight an eviction notice. Many just move out, particularly minority people and people with language barriers.

In response to a "claim" that there is no shortage of "affordable housing", the answer to that is the fact that nationwide, the lack of affordable housing is considered to be the major contributing factor of homelessness.

One person stated that they had a judge tell them that Judge Ridgeway told him, "Do not come to the courts looking for justice in human rights and social issues; the law basically is to protect property rights." This is one of the evils in the whole system.

6. Besides going out and organizing agencies to try and talk, also have some of the people affected come and talk.

Bob Siebert, Poverty Resistance Center:

If there were a just cause ordinance, there would be fewer 30-day notices being given arbitrarily, thus, fewer people moving by intimidation.

Managers use 30-day notices as kind of a warning system to keep people "in line." This is a misuse of the 30-day notice.

There is very little policing by owners of managers in charge of apartments. You see the 30-day warning used as kind of a power trip by the managers.

Jonathan Ellison, Director, Legal Center for Elderly & Disabled:

Too many owners tend to get managers for the cheapest rate they can. These folks (managers) get into a power trip. There is a situation where if the manager does not like the way a tenant looks, or if the tenant does not put his garbage can right where the manager says, he will hold a threat of a 30-day notice of eviction over the tenant. There are managers out there who do not know what they are doing. They want to exert authority just because they are given it for the first time in their lives. They rob people of their dignity.

There are basically three resources for people who cannot afford an attorney:

1. Legal Center for the Elderly & Disabled
2. Legal Services of Northern California
3. McGeorge School of Law

Among the three resources, they do not even begin to handle the need for representation. They only handle about 5% of the tenants that ask for help. There is just not enough manpower.

For the people that go in without representation, this ordinance gives these people a defense.

Retaliatory statutes are not effective for two reasons:

1. There is not enough legal representation available to defend such actions;
2. The burden of proof is difficult.

**Transfer Trauma** - when people have to leave their homes. The longer people live in their homes, the more difficult it is for them to leave. There is medical evidence on this. This fact is compounded by Alzheimer's Disease. Any detrimental emotional defect has a negative affect on a person suffering with Alzheimer's Disease.

**Blind People** - the affects on them are enormous. It often takes them a year to adjust to a new place. It is the concept of not only readjusting to the immediate physical environment, but also to neighbors, friends and the neighborhood itself.

Tenants have a right to have a home whether or not they own the premises they live in.

Many of the elderly and disabled have help from their family living nearby. When the tenant has to move, often times, those relationships are broken off. This contributes to these folks having to be institutionalized, and surely that is more money for the state and government to have to pay.

Tenants that come home from the hospital with a serious illness or handicap often get a 30-day notice to move because of some abstract fear the landlord has.

The mobile home just cause ordinance was passed because of the cost to relocate a mobile home. That can be assimilated to low income tenants; it is a terrible burden to surmount to find a new place, as opposed to the minimal burden on the irresponsible landlords to give a reason.

There is this argument, too: "Why should landlords have to jump through additional hoops because of the 5-10% of the landlords who are irresponsible?" The answer to that is that the good landlords do not have to jump through additional hoops, they just have to say, "Failure to pay rent-good cause"; or, "I'm going to move in here myself-good cause."

This ordinance gives people a fair shot when going in and representing themselves. A lot of people understand full-well that one of the basic injustices of the legal system is that if you can buy good enough legal help, you can get yourself off-the-hook. This is something poor people cannot do. At least with this ordinance, you are giving poor people a fair shot.

The "professional tenant" is not going to be any more protected by this ordinance. That person is going to come into court anyway. The landlord now has a stated reason if he complies with the ordinance, and he just has to prove that.

An argument that it is hard to get witnesses to come in and other arguments of proof is answered by saying that it is just the "American way." In the American judicial system, you are innocent until proven guilty. It is not perfect, but it is made to protect the innocent, and the more vulnerable.

This is also the purpose for this ordinance. It is not going to protect or help everybody, but the people that are being arbitrarily forced to leave their homes, without any reason being given to them, without any chance to say, "That is not what happened." That is the purpose of the ordinance.

Catholic Social Services:

The question often arises "What about suspected drug pushers? How do you prove this when giving a 30-day notice for that reason?"

Landlords see people going in and out both day and night. The landlord suspects drugs are being pushed, or other tenants complain that this is going on, but are afraid to testify to this for fear of what the pusher might try to do.

The response to that is, given all the cities throughout the state that have just cause ordinances, given all the federally subsidized housing for low income residents, which we all know have lots more pushers and hookers, these persons are still getting evicted.

The landlord should call the police department when he suspects drug dealings.

Unidentified Person:

Make the landlords and city council members the "heel" to say that low income families, families with children and the elderly and disabled do not need protection.

The issue of the homeless is getting a lot of public attention. It would be a good idea to tie this issue with our issue.

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PUBLIC WORKS  
ADMINISTRATION

PROPOSED ORDINANCE  
JUST CAUSE STANDARDS FOR EVICTION  
CITY OF SACRAMENTO

Section I - Findings

The City Council hereby finds and determines that leases and rental agreements of residential real property contain an implied covenant by the landlord to secure the quiet enjoyment and possession of the premises to the tenant. As used herein, "quiet enjoyment and possession" includes, but is not limited to, freedom from termination of a tenancy except for just-cause, as provided herein.

The City Council further finds that there is now, and for the foreseeable future, will be a shortage of affordable housing and a low vacancy rate of affordable housing, which hamper the City's efforts to provide a decent home and suitable living environment for its citizens, especially those of low and moderate income households. The City Council additionally finds that the goal of a decent home and suitable living environment will be furthered by an ordinance which lessens the impact of the shortages of affordable housing and the low vacancy rate of affordable housing by reducing the number of evictions to those only for just-cause.

The City council further finds that arbitrary, capricious and discriminatory evictions of responsible tenants imposes the emotional hardship and financial burden of relocation on renters who already have limited options in obtaining affordable housing. Arbitrary evictions detract from personal and community stability while failing to provide corresponding benefits to property owners. The City Council further finds that most tenants who are victims of arbitrary and/or discriminatory evictions lack access to the legal resources to defend themselves.

#### Section II - Definitions

"Residential real property" means every dwelling unit let for human habitation, other than a dwelling unit in a structure containing not more than one other dwelling unit which is occupied by the property owner.

#### Section III - Just-Cause Standards for Eviction

A. A landlord may terminate a tenancy of residential real property during the term of a tenancy or subsequent to the expiration of the term of the lease, only for just cause.

B. As used in this section, "just-cause" means one or more of the following:

1. A violation of the following sections of the California Code of Civil Procedure.<sup>\*</sup>
  - a. Section 1161 (2) - Non-Payment of rent;
  - b. Section 1161 (3) - Breach of lease or agreement;
  - c. Section 1161 (4) - Creation of nuisance or commission of waste.
  
2. The continuation of conduct by the tenant upon the premises that substantially disturbs the peace and quiet of other tenants, other occupants of the premises, or of the neighbors, after a reasonable time following receipt of the landlord's written notice to cease such conduct.
  
3. The intentional, reckless, or negligent commission of substantial damage to the premises.
  
4. The continuation of conduct by the tenant that constitutes a violation or breach of reasonable written rules and regulations, of which tenant has been notified in writing and which are generally applicable to all tenancies within the premises, after a reasonable time following receipt of the landlord's written notice to cease such conduct.

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\* All sections of California Codes referenced herein are set forth in their entirety in Appendix A to this ordinance. References to any existing California statutes in this ordinance shall be deemed to include any successor statutes.

5. The change of use of the premises permanently to other than a residential use.
6. The substantial and material remodeling, improvement or reconstruction of the premises, which cannot be performed while the tenant resides in the premises, including such work done for the purposes of marketing the property.
7. (a) The occupation of the premises personally, as his principal place of residence, by the landlord.  
  
(b) The occupation of the premises personally by a purchaser thereof, where the contract for sale provides such tenancy shall be terminated by the date of closing.
8. The conversion of the premises to a condominium as defined in Section 783 of the California Civil Code, a stock cooperative as defined in Section 11003.2 of the California Business and Professions Code, or a community apartment project as defined in Section 11004 of the California Business and Professions Code. Termination of the tenancy pursuant to this paragraph shall create those rights in the tenant provided in Section 66427.1 of the California Government Code.
9. The failure to accept reasonable changes in the terms and conditions of the tenancy proposed by the landlord pursuant to the provisions of Section 827 of the California Civil Code.

10. The termination of the tenant's employment by the landlord, where such employment was an express condition of, or consideration for, the tenancy under a rental agreement, and notice of termination is given as provided in Section 1946 of the California Civil Code.

11. The standards in this section are not intended to be exclusive and shall not be construed as a limitation on the application of other just cause standards not included in this section.

Section IV. - Notice

A. Except as otherwise provided in this section, the written 30-day notice provisions of Section 1946 of the California Civil Code shall apply to a termination of a tenancy pursuant to this section.

B. To terminate a tenancy pursuant to paragraphs (5), (6) or (7) (a) of Section III B, landlord shall give to tenant not less than 60 days written notice of his intention to terminate such tenancy.

C. A termination of tenancy pursuant to paragraph (1) of Section III B shall be subject to the notice requirements of Sections 1161 (2), (3) and (4) of the California Code of Civil Procedures.

D. The notice provisions specified in Section 66427.1(a) of the California Government Code shall apply to a termination of tenancy pursuant to paragraph (8) of Section III B.

E. Any notice of termination given by the landlord pursuant to this section shall specify the facts in writing as a declaration under penalty of perjury constituting the just cause standard (s) for such termination.

#### Section V - Remedies

A. The remedies provided herein shall be in addition to any other remedies available under law or under the rental agreement, and shall apply to the termination of a tenancy pursuant to paragraphs (5), (6), (7) and (8), of Section III B, when the reason or reasons given as the basis for the termination do not occur or continue to occur within a reasonable time, as follows:

1. The tenant shall have a reasonable opportunity to enter into an agreement, with the same terms and conditions that would be offered to other potential tenants, before any such potential tenant is offered such an opportunity, for the hiring of the same or comparable residential premises; and
2. The landlord, in an action for damages by the tenant after the tenant has asserted a prima facie case, shall bear the burden of proving that the termination of the tenancy pursuant to Paragraphs 5, 6, 7 and 8 of Section III B was in good faith.
3. An award of damages to the tenant shall be for a sum equal to actual damages suffered by the tenant as a result of the termination of his tenancy by the landlord.

- B. In addition to any other remedies available under law or under the rental agreement, a tenant may commence an action against the landlord for breach of contract for termination of the tenancy without just cause. In any action for possession of the premises, including an action for unlawful detainer, the landlord shall bear the burden of proving just cause, and a set-off for appropriate damages may be ordered by the court.
- C. No landlord may increase the rental charges nor make any change of substance in the terms or conditions of a rental agreement for the purpose of securing the termination of the tenancy. In any action by the landlord for damages or for possession of the premises, including an action for unlawful detainer, the tenant may raise as an affirmative defense the violation of this subdivision.
- D. No rental or lease agreement for the hiring of residential real property shall contain a provision by which the tenant waives the rights provided under this section. Any such waiver shall be deemed contrary to public policy and shall be deemed void and unenforceable.

#### Section VI - Penalties

Violation of any provisions of this ordinance by a landlord shall be an infraction punishable by:

- (1) A fine not less than \$250.00, but not to exceed \$500.00 for a first violation.

- (2) A fine not less than \$500.00, but not to exceed \$1,000.00 for a second violation of this ordinance within one year of the first violation.
- (3) A fine not less than \$1,250.00, but not to exceed \$2,500.00 for each additional violation of this ordinance within one year or if additional violations occur in subsequent years.

All such fines are to be paid to the City of Sacramento's general fund.

#### Section VII - Effective Date

This ordinance shall become effective 30 days after passage.

#### Section VIII - Severability

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision of such holding and shall not affect the validity of the remaining portions thereof.

#### Section IX - Posting

The City Clerk shall cause this ordinance to be published and/or posted within 15 days after its adoption.

- § 1174. Judgment for possession of premises: Enforcement  
 § 1174.5. Forfeiture; No release from liability for unpaid rent  
 § 1176. Stay of judgment pending appeal: New cause of action  
 § 1177. Rules of practice.  
 § 1178. New trial and appeal  
 § 1179. Relief against forfeiture of lease: Application, by whom and how made: Notice  
 Condition to granting of relief.  
 § 1179a. Precedence over other actions.

*Cal Jur 3d Ejectment and Related Remedies §§ 62 et seq.; Cal Practice Ch 195 Unlawful Detainer. Ch 198 Action by Tenant for Damages for Wrongful Eviction. Ch 208 Forcible Entry Into, or Forcible Detainer of, Mining Property; Witkin Summary (8th ed) Real Property §§ 524 et seq.*

§ 1159. [Forcible entry] Every person is guilty of a forcible entry who either:

1. By breaking open doors, windows, or other parts of a house, or by any kind of violence or circumstances of terror enters upon or into any real property; or

2. Who, after entering peaceably upon any real property, turns out by force, threats, or menacing conduct, the party in possession.

The "party in possession" means any person who hires real property and includes a boarder or lodger, except those persons whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code. [1872; 1976 ch 712 § 2.] *Cal Jur 3d Actions § 19, Ejectment and Related Remedies §§ 62, 74, Landlord and Tenant §§ 141, 162, 165; Cal Practice §§ 383:2, 383:13; Witkin Summary (8th ed) pp 428, 2213-2215, 2495.*

§ 1160. [Forcible detainer] Every person is guilty of a forcible detainer who either:

1. By force, or by menaces and threats of violence, unlawfully holds and keeps the possession of any real property, whether the same was acquired peaceably or otherwise; or

2. Who, in the night-time, or during the absence of the occupant of any lands, unlawfully enters upon real property, and who, after demand made for the surrender thereof, for the period of five days, refuses to surrender the same to such former occupant.

The occupant of real property, within the meaning of this subdivision, is one who, within five days preceding such unlawful entry, was in the peaceable and undisturbed possession of such lands. [1872.] *Cal Jur 3d Ejectment and Related Remedies §§ 62, 77; Cal Practice §§ 383:2, 383:4, 383:13; Witkin Summary (8th ed) pp 428, 2214.*

§ 1161. [Unlawful detainer] A tenant of real property, for a term less than life, or the executor or administrator of his estate here-

before qualified and now acting or hereafter to be qualified and act, is guilty of unlawful detainer:

1. When he continues in possession, in person or by subtenant, of the property, or any part thereof, after the expiration of the term for which it is let to him; provided such expiration is of a nondefault nature however brought about without the permission of his landlord, or the successor in estate of his landlord, if any there be; including the case where the person to be removed became the occupant of the premises as a servant, employee, agent, or licensee and the relation of master and servant or employer and employee or principal and agent or licensor and licensee has been lawfully terminated or the time fixed for such occupancy by the agreement between the parties has expired; but nothing in this subdivision contained shall be construed as preventing the removal of such occupant in any other lawful manner; but in case of a tenancy at will, it must first be terminated by notice, as prescribed in the Civil Code.

2. When he continues in possession, in person or by subtenant, without the permission of his landlord, or the successor in estate of his landlord, if any there be, after default in the payment of rent, pursuant to the lease or agreement under which the property is held, and three days' notice, in writing, requiring its payment, stating the amount which is due, or possession of the property, shall have been served upon him and if there is a subtenant in actual occupation of the premises, also upon such subtenant.

Such notice may be served at any time within one year after the rent becomes due. In all cases of tenancy upon agricultural lands, where the tenant has held over and retained possession for more than 60 days after the expiration of the term without any

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demand of possession or notice to quit by the landlord or the successor in estate of his landlord, if any there be, he shall be deemed to be holding by permission of the landlord or successor in estate of his landlord, if any there be, and shall be entitled to hold under the terms of the lease for another full year, and shall not be guilty of an unlawful detainer during said year, and such holding over for the period aforesaid shall be taken and construed as a consent on the part of a tenant to hold for another year.

(3) When he continues in possession, in person or by subtenant, after a neglect or failure to perform other conditions or covenants of the lease or agreement under which the property is held, including any covenant not to assign or sublet, than the one for the payment of rent, and three days' notice, in writing, requiring the performance of such conditions or covenants, or the possession of the property, shall have been served upon him, and if there is a subtenant in actual occupation of the premises, also, upon such subtenant. Within three days after the service of the notice, the tenant, or any subtenant in actual occupation of the premises, or any mortgagee of the term, or other person interested in its continuance, may perform the conditions or covenants of the lease or pay the stipulated rent, as the case may be, and thereby save the lease from forfeiture; provided, if the conditions and covenants of the lease, violated by the lessee, cannot afterward be performed, then no notice, as last prescribed herein, need be given to said lessee or his subtenant, demanding the performance of the violated conditions or covenants of the lease.

A tenant may take proceedings, similar to those prescribed in this chapter, to obtain possession of the premises let to a subtenant or held by a servant, employee, agent, or licensee, in case of his unlawful detention of the premises underlet to him or held by him.

(4) Any tenant, subtenant, or executor or administrator of his estate heretofore qualified and now acting, or hereafter to be qualified and act, assigning or subletting or committing waste upon the demised premises, contrary to the conditions or covenants of his lease, or maintaining, committing, or permitting the maintenance or commission of a nuisance upon the demised premises or using such premises for an unlawful purpose, thereby terminates the lease, and the landlord, or his successor in estate, shall upon service of three days' notice to quit remove the person or persons in possession, be

entitled to restitution of possession of such demised premises under the provision of this chapter.

5. When he gives written notice as provided in Section 1946 of the Civil Code of his intention to terminate the hiring of the real property, or makes a written offer to surrender which is accepted in writing by the landlord, but fails to deliver up possession at the time specified in said written notice, without the permission of his landlord, or the successor in estate of the landlord, if any there be.

As used in this section, tenant includes any person who hires real property except those persons whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code. [1872; 1873-74 ch 383 § 147; 1875-76 ch 202 § 1; 1877-78 chs 596 § 1, 627 § 1; 1905 ch 35 § 1; 1931 ch 738 § 1; 1933 ch 513 § 1; 1943 ch 58 § 1; 1945 ch 1349 § 1; 1957 ch 1699 § 1; 1961 ch 782 § 1; 1976 ch 712 § 3.] *Cal Jur 3d Decedents' Estates* §§ 1154, 1186, *Ejectment and Related Remedies* §§ 62, 100, 103-107, 119, 120, *Estates* § 54, *Landlord and Tenant* §§ 163, 256, 258-260, 298, *Oil and Gas* § 113, *Waste* § 7; *Cal Forms*-22:82, 22:312, 22:361, 22:363, 22:404, 22:411, 22:412, 22:413, 22:414, 22:415; *Witkin Summary* (8th ed) pp 291, 2168, 2176, 2177, 2180, 2183, 2200, 2201, 2202, 2205.

§ 1161a. Removal of person holding over after notice to quit] (a) As used in this section:

(1) "Manufactured home" has the same meaning as provided in Section 18007 of the Health and Safety Code.

(2) "Mobilehome" has the same meaning as provided in Section 18008 of the Health and Safety Code.

(b) In any of the following cases, a person who holds over and continues in possession of a manufactured home, mobilehome, or real property after a three-day written notice to quit the property has been served upon the person, or if there is a subtenant in actual occupation of the premises, also upon such subtenant, as prescribed in Section 1162, may be removed therefrom as prescribed in this chapter:

(1) Where the property has been sold pursuant to a writ of execution against such person, or a person under whom such person claims, and the title under the sale has been duly perfected.

(2) Where the property has been sold pursuant to a writ of sale, upon the foreclo-

Cal Forms-42:26, 42:47; *Witkin Summary* (3th ed) pp 2005, 2007, 2021, 5390.

§ 773. [Remainders, future and contingent estates, how created.] Subject to the rules of this title, and of Part 1 of this Division, a freehold estate, as well as a chattel real, may be created to commence at a future day; an estate for life may be created in a term of years, and a remainder limited thereon; a remainder of a freehold or chattel real, either contingent or vested, may be created, expectant on the determination of a term of years; and a fee may be limited upon a contingency, which, if it should occur, must happen within the period prescribed in Section 715.2. [1872; 1951 ch 146] § 6.] *Cal Jur 3d Deeds* § 190, *Estates* §§ 14, 16, 17, 23; *Witkin Summary* (8th ed) pp 1974, 2002.

§ 778. Remainder upon a contingency. A remainder may be limited on a contingency which, in case it should happen, will operate to abridge or determine the precedent estate; and every such remainder is to be deemed a conditional limitation. [1872.] *Cal Jur 3d Estates* § 23, *Wills* § 361; *Witkin Summary* (3th ed) p 1974.

§ 779. Heirs of a tenant for life, when to take as purchasers. When a remainder is limited to the heirs, or heirs of the body, of a person to whom a life estate in the same property is given, the persons who, on the termination of the life estate, are the successors or heirs of the body of the owner for life, are entitled to take by virtue of the remainder so limited to them, and not as mere successors of the owner for life. [1872.] *Cal Jur 3d Deeds* § 177, *Estates* § 4, *Trusts* § 32; *Witkin Summary* (8th ed) pp 1916, 1917, 1929.

§ 780. Construction of certain remainders. When a remainder on an estate for life or for years is not limited on a contingency defeating or avoiding such precedent estate, it is to be deemed intended to take effect only on the death of the first taker, or the expiration, by lapse of time, of such term of years. [1872.] *Cal Jur 3d Estates* § 36, *Wills* §§ 364, 389; *Witkin Summary* (3th ed) p 1973.

§ 781. Effect of power of appointment. A general or special power of appointment does not prevent the vesting of a future estate limited to take effect in case such power is not executed. [1872.] *Cal Jur 3d Estates* § 28; *Witkin Summary* (8th ed) p 1977.

§ 782. [Provision in deed of real property.] Any provision in any deed of real property in California, whether executed before or after the effective date of this section, which purports to restrict the right of any persons to sell, lease, rent, use or occupy the property to persons of a particular racial, national or ethnic group, by providing for payment of a penalty, forfeiture, reverter, or otherwise, is void. [1961 ch 1078 § 1; 1965 ch 283 § 2.] *Cal Jur 3d Zoning and Other Land Controls* § 229; *Cal Forms-16:15; Witkin Summary* (8th ed) pp 2025, 2030, 2086, 3720.

§ 783. ["Condominium."] A condominium is an estate in real property described in subdivision (f) of Section 1351. A condominium may, with respect to the duration of its enjoyment, be either (1) an estate of inheritance or perpetual estate, (2) an estate for life, (3) an estate for years, such as a leasehold or a subleasehold, or (4) any combination of the foregoing. Added Stats 1985 ch 874 § 9. *Cal Jur 3d Condominiums and Cooperative Apartments* § 7, *Homesteads* §§ 35, 65, *Property* § 69; 19 *Cal Practice Rev*, Ch 419A, *Action Against a Condominium To Enforce Assessments and Other Equitable Servitudes*, Ch 419B, *Action Against a Condominium To Enforce Mechanics Lien*, Ch 419C, *Action for Partition of Condominium*; *Cal Forms-14B:32, 19:1; Witkin Summary* (8th ed) pp 1960, 1964.

§ 783.1. [Separate and correlative interests as interests in real property] In a stock cooperative, as defined in subdivision (m) of Section 1351, both the separate interest, as defined in paragraph (4) of subdivision (l) of Section 1351, and the correlative interest in the stock cooperative corporation, however designated, are interests in real property. Added Stats 1985 ch 874 § 10.

## CHAPTER 2

### Termination of Estates

§ 739. Termination of estates.

§ 739.3. Prohibition of interruption or termination of utility service, restriction of access of tenant to property.

§ 780. Effect of notice.

mer an: § 11003.2. "Stock cooperative"  
adgmen "Stock cooperative" has the same meaning as specified in subdivision (m) of  
Section 1351 of the Civil Code, except that, as used in this chapter, a "stock  
cooperative" does not include a limited-equity housing cooperative.

690 § 2: Added Stats 1985 ch 874 § 4.

Former Section: Former § 11003.2 was repealed by Stats 1985 ch 874 § 4.

Is California's Mutual Benefit Corporation Law the appropriate domicile for community association?  
(1984) 18 USF LR 695.

ions of § 11003.3. [Repealed by Stats 1985 ch 874 § 5.]

Note—The repealed section related to assessments on separately owned property in planned development.

690 § 2

§ 11003.4. "Limited-equity housing cooperative"

inary

(a) A "limited-equity housing cooperative" is a corporation which meets the  
criteria of Section 11003.2 and which also meets the criteria of Section  
33007.5 of the Health and Safety Code. Except as provided in subdivision

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(b), a limited-equity housing cooperative shall be subject to all the require-  
ments of this chapter pertaining to stock cooperatives.

(b) A limited-equity housing cooperative shall be exempt from the require-  
ments of this chapter if the limited-equity housing cooperative complies with  
all the following conditions:

title

(1) The United States Department of Housing and Urban Development, the  
Farmers Home Administration, the National Consumers Cooperative Bank,  
the California Housing Finance Agency, or the Department of Housing and  
Community Development, alone or in any combination with each other, or  
with the city, county, or redevelopment agency in which the cooperative is  
located, directly finances or subsidizes at least 50 percent of the total  
construction or development cost; or the real property to be occupied by the  
cooperative was sold by the Department of Transportation for the develop-  
ment of the cooperative and has a regulatory agreement approved by the  
Department of Housing and Community Development for the term of the  
permanent financing, notwithstanding the source of the permanent subsidy  
or financing.

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(2) No more than 10 percent of the total development cost is provided by  
purchasers of membership shares.

(3) A regulatory agreement has been duly executed between the recipient of  
the financing or subsidy and one of the federal or state agencies described in  
paragraph (1) which covers the cooperative for a term of at least as long as  
the duration of the permanent financing or subsidy, notwithstanding the  
source of the permanent subsidy or financing. The regulatory agreement  
shall make provision for at least all of the following:

(k)

(A) Assurances for completion of the common areas and facilities to be  
owned or leased by the limited-equity housing cooperative, unless a con-  
struction agreement between the same parties contains written assurances  
for completion.

(B) Governing instruments for the organization and operation of the hous-  
ing cooperative by the members.

(C) The ongoing fiscal management of the project by the cooperative,  
including an adequate budget, reserves, and provisions for maintenance and  
management.

(D) Distribution of a membership information report to any prospective  
purchaser of a membership share, prior to purchase of that share. The

membership information report shall contain full disclosure of the financial obligations and responsibilities of cooperative membership, the resale of shares, the financing of the cooperative including any arrangements made with any partners, membership share accounts, occupancy restrictions, management arrangements, and any other information pertinent to the benefits, risks, and obligations of cooperative ownership.

(4) The federal or state agency named in paragraph (1) which executes the regulatory agreement shall satisfy itself that the bylaws, articles of incorporation, occupancy agreement, subscription agreement, any lease of the regulated premises, any arrangement with partners, and arrangement for membership share accounts provide adequate protection of the rights of cooperative members.

(5) The federal or state agency shall receive from the attorney for the recipient of the financing or subsidy a legal opinion that the cooperative meets the requirements of Section 33007.5 of the Health and Safety Code and the exemption provided by this section.

(c) Any limited-equity cooperative which meets the requirements for exemption pursuant to subdivision (b) may elect to be subject to all provisions of this chapter.

(d) The developer of the cooperative shall notify the Department of Real Estate, on a form provided by the department, that an exemption is claimed under this section. The Department of Real Estate shall retain this form for at least four years for statistical purposes.

Amended Stats 1984 ch 1087 § 1.

**Amendments:**

1984 Amendment: In addition to making changes in punctuation, (1) amended subd (b)(1) by adding (a) "construction or" after "50 percent of the total"; and (b) "for the term of the permanent financing, notwithstanding the source of the permanent subsidy or financing" at the end of the subdivision; and (2) amended the first sentence of subd (b)(3) by adding (a) "permanent" after "duration of the"; and (b) ", notwithstanding the source of the permanent subsidy or financing".

**§ 11004. "Community apartment project"**

"Community apartment project" has the same meaning as specified in subdivision (d) of Section 1351 of the Civil Code.

Added Stats 1985 ch 874 § 7.

Former Section: Former § 11004, similar to the present section, was repealed by Stats 1985 ch 874 § 6.

**§ 11008. Applicability of criminal laws to violations**

No provision of this part which makes a violation of this part a crime shall be construed to preclude application of any other criminal provision of the law of this state to an act or omission which constitutes a violation of this part.

Added Stats 1985 ch 57 § 2.

**§ 11010. Notice of intention to sell or lease; Submission of completed questionnaire; Waiver**

(a) Except as otherwise provided pursuant to subdivision (c) or elsewhere in this chapter, any person who intends to offer subdivided lands within this state for sale or lease shall file with the Department of Real Estate an application for a public report consisting of a notice of intention and a completed questionnaire on a form prepared by the department.

- § 1357. Extension of term of declaration
- § 1358. Transfer or conveyance of separate interest
- § 1359. Condominium projects; Partition actions
- § 1360. Right of owner of separate interest to make improvements or modifications
- § 1361. Ingress, egress, and support
- § 1362. Ownership of common areas as tenants in common
- § 1363. Management association
- § 1364. Responsibility for maintaining common areas and separate interests
- § 1365. Financial statements
- § 1366. Regular and special assessments; Increases; Delinquent assessments
- § 1367. Lien for delinquent assessments
- § 1368. Documents to be provided to prospective purchaser; Civil penalties for willful violations; Attorney fees
- § 1369. Lien for labor or materials furnished to condominium owner; Emergency repairs; Labor and materials for common areas
- § 1370. Liberal construction of governing documents; Severability of provisions
- § 1371. Presumption regarding unit boundaries
- § 1372. Construction of local zoning ordinances

*Cal Forms-19:15, 19:21.*

§ 1350. [Short title] This title shall be known and may be cited as the Davis-Stirling Common Interest Development Act. Added Stats 1985 ch 874 § 14.

§ 1351. [Definitions] As used in this title, the following terms have the following meanings:

(a) "Association" means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.

(b) "Common area" means the entire common interest development except the separate interests therein.

(c) "Common interest development" means a real property development:

(1) Which consists or will consist of separately owned lots, parcels, areas, or spaces with either or both of the following features:

(A) One or more additional contiguous or noncontiguous lots, parcels, areas, or spaces owned in common by the owners of the separately owned lots, parcels, areas, or spaces.

(B) Mutual, common, or reciprocal interests in, or restrictions upon, all or a portion of these separately owned lots, parcels, areas, or spaces, or both.

(2) And, in which the owners of the separately owned lots, parcels, areas, or spaces have rights, directly or indirectly, to the beneficial use and enjoyment of the lots, parcels, areas, or spaces referred to in subparagraph (A) of paragraph (1) or any one or more of them or portions thereof or interests therein, or the interests or restric-

tions referred to in subparagraph (B) of paragraph (1).

The estate in a separately or commonly owned lot, parcel, area, or space may be an estate of inheritance or perpetual estate, an estate for life, an estate for years, or any combination of the foregoing.

Either common ownership of the additional contiguous or noncontiguous lots, parcels, or areas referred to in subparagraph (A) of paragraph (1) or the enjoyment of the mutual, common, or reciprocal interests in, or restrictions upon, the separately owned lots, parcels, areas, or spaces pursuant to subparagraph (B) of paragraph (1), or both, may be through ownership of shares of stock or membership in an association or otherwise. Shares of stock, if any exist, shall be deemed to be interests in a common interest development and real estate development for purposes of subdivision (f) of Section 25100 of the Corporations Code.

(d) "Community apartment project" means a common interest development in which an undivided interest in land is coupled with the right of exclusive occupancy of any apartment located thereon.

(e) "Condominium plan" means a plan consisting of (1) a description or survey map of a condominium project, which shall refer to or show monumentation on the ground, (2) a three-dimensional description of a condominium project, one or more dimensions of which may extend for an indefinite distance upwards or downwards, in sufficient detail to identify the common areas and each

separate interest, and (3) a certificate consenting to the recordation of the condominium plan pursuant to this title signed and acknowledged by the record owner of fee title to that property included in the condominium project. In the case of a condominium project which will terminate upon the termination of an estate for years, the certificate shall be signed and acknowledged by all lessors and lessees of the estate for years and, in the case of a condominium project subject to a life estate, the certificate shall be signed and acknowledged by all life tenants and remainder interests. The certificate shall also be signed and acknowledged by either the trustee or the beneficiary of each recorded deed of trust, and the mortgagee of each recorded mortgage encumbering the property. Owners of mineral rights, easements, rights-of-way, and other nonpossessory interests do not need to sign the condominium plan. A condominium plan may be amended or revoked by a subsequently acknowledged recorded instrument executed by all the persons whose signatures would be required to record a condominium plan pursuant to this subdivision.

(f) A "condominium project" means a common interest development consisting of condominiums. A condominium consists of an undivided interest in common in a portion of real property coupled with a separate interest in space called a unit, the boundaries of which are described on a recorded final map, parcel map, or condominium plan in sufficient detail to locate all boundaries thereof. The area within these boundaries may be filled with air, earth, or water, or any combination thereof, and need not be physically attached to land except by easements for access and, if necessary, support. The description of the unit may refer to (i) boundaries described in the recorded final map, parcel map, or condominium plan, (ii) physical boundaries, either in existence, or to be constructed, such as walls, floors, and ceilings of a structure or any portion thereof, (iii) an entire structure containing one or more units, or (iv) any combination thereof. The portion or portions of the real property held in undivided interest may be all of the real property, except for the separate interests, or may include a particular three-dimensional portion thereof, the boundaries of which are described on a recorded final map, parcel map, or condominium plan. The area within these boundaries may be filled with air, earth, or water, or any combination thereof, and need not be physically attached to land except by easements for access and,

if necessary, support. An individual condominium within a condominium project may include, in addition, a separate interest in other portions of the real property.

(g) "Declarant" means the person or group of persons designated in the declaration as declarant, or if no declarant is designated, the person or group of persons who sign the original declaration or who succeed to special rights, preferences, or privileges designated in the declaration as belonging to the signator of the original declaration.

(h) "Declaration" means the document, however denominated, which contains the information required by Section 1353.

(i) "Exclusive use common area" means a portion of the common areas designated by the declaration for the exclusive use of one or more, but fewer than all, of the owners of the separate interests and which is or will be appurtenant to the separate interest or interests.

Unless the declaration otherwise provides, any shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, patios, exterior doors, door frames, and hardware incident thereto, screens and windows or other fixtures designed to serve a single separate interest, but located outside the boundaries of the separate interest, are exclusive use common areas allocated exclusively to that separate interest.

(j) "Governing documents" means the declaration and any other documents, such as bylaws, operating rules of the association, articles of incorporation, or articles of association, which govern the operation of the common interest development or association.

(k) "Planned development" means a common interest development (other than a community apartment project, a condominium project, or a stock cooperative) having either or both of the following features:

(1) Any contiguous or noncontiguous lots, parcels, or areas in which owners of separately owned lots, parcels, or areas are owners in common, possessing appurtenant rights to the beneficial use and enjoyment of the commonly owned property.

(2) A power exists in the association to enforce an obligation of an owner of a separately owned lot, parcel, or area with respect to the beneficial use and enjoyment by means of an assessment which may become a lien upon the separately owned lot, parcel, or area in accordance with Section 1367.

(l) "Separate interest" has the following meanings:

(1) In a community apartment project, "separate interest" means the exclusive right to occupy an apartment, as specified in subdivision (d).

(2) In a condominium project, "separate interest" means an individual unit, as specified in subdivision (f).

(3) In a planned development, "separate interest" means a separately owned lot, parcel, or area, as specified, in subdivision (k).

(4) In a stock cooperative, "separate interest" means the exclusive right to occupy a portion of the real property, as specified in subdivision (m).

Unless the declaration or condominium plan, if any exists, otherwise provides, if walls, floors, or ceilings are designated as boundaries of a separate interest, the interior surfaces of the perimeter walls, floors, ceilings, windows, doors, and outlets located within the separate interest are part of the separate interest and any other portions of the walls, floors, or ceilings are part of the common areas.

(m) "Stock cooperative" means a common interest development in which a corporation is formed or availed of primarily for the purpose of holding title to, either in fee simple or for a term of years, improved real property, and all or substantially all of the shareholders of the corporation receive a right of exclusive occupancy in a portion of the real property, title to which is held by the corporation. The owners' interest in the corporation, whether evidenced by a share of stock, a certificate of membership, or otherwise, shall be deemed to be an interest in a common interest development and a real estate development for purposes of subdivision (f), Section 25100 of the Corporations Code.

A "stock cooperative" includes a limited equity housing cooperative which is a stock cooperative that meets the criteria of Section 33007.5 of the Health and Safety Code. Added Stats 1985 ch 874 § 14.

§ 1352. [Applicability of title] This title applies and a common interest development is created whenever a separate interest coupled with an interest in the common area or membership in the association is conveyed, provided, all of the following are recorded:

(a) A declaration.

(b) A condominium plan, if any exists.

(c) A final map or parcel map, if Division 2 (commencing with Section 66410) of Title 7 of the Government Code requires the recording of either a final map or parcel

map for the common interest development. Added Stats 1985 ch 874 § 14.

§ 1353. [Contents of declaration]

(a) The declaration shall contain a legal description of the common interest development, and a statement that the common interest development is a community apartment project, condominium project, planned development, stock cooperative, or combination thereof. The declaration shall additionally set forth the name of the association and the restrictions on the use or enjoyment of any portion of the common interest development that are intended to be enforceable equitable servitudes.

(b) The declaration may contain any other matters the original signator of the declaration or the owners consider appropriate. Added Stats 1985 ch 874 § 14.

§ 1354. [Enforceability of covenants and restrictions as equitable servitudes] The covenants and restrictions in the declaration shall be enforceable equitable servitudes, unless unreasonable, and shall inure to the benefit of and bind all owners of separate interests in the project. Unless the declaration states otherwise, these servitudes may be enforced by any owner of a separate interest or by the association, or by both. Added Stats 1985 ch 874 § 14.

§ 1355. [Amendment of declaration] The declaration may be amended pursuant to the governing documents or this title. Except as provided in Section 1356, an amendment is effective after (1) the approval of the percentage of owners required by the governing documents has been given, (2) that fact has been certified in a writing executed and acknowledged by the officer designated in the declaration or by the association for that purpose, or if no one is designated, by the president of the association, and (3) that writing has been recorded in each county in which a portion of the common interest development is located. Added Stats 1985 ch 874 § 14.

§ 1356. [Amendment of declaration; Petition; Hearing; Grounds for granting or denying petition] (a) If in order to amend a declaration, the declaration requires owners having more than 50 percent of the votes in the association, in a single class voting structure, or owners having more than 50 percent of the votes in more than one class in a voting structure with more than one class, to vote in favor of the amendment, the association, or any owner of a separate interest, may petition the superior court of the

GOVERNMENT CODE

§ 66427.1

§ 66427. Condominium or community apartment project map's contents, approval, etc.

A map of a condominium project, a community apartment project, or of the conversion of five or more existing dwelling units to a stock cooperative project need not show the buildings or the manner in which the buildings or the airspace above the property shown on the map are to be divided, nor shall the governing body have the right to refuse approval of a parcel, tentative or final map of such a project on account of design or location of buildings on the property shown on the map not violative of local ordinances or on account of the manner in which airspace is to be divided in conveying the condominium. Fees and lot design requirements shall be computed and imposed with respect to such maps on the basis of parcels or lots of the surface of the land shown thereon as included in the project. Nothing herein shall be deemed to limit the power of the legislative body to regulate the design or location of buildings in such a project by or pursuant to local ordinances.

Amended Stats 1979 ch 1192 § 3.

Amendments:

1979 Amendment: Amended the first sentence by (1) substituting the comma after "condominium project" for "or"; and (2) adding ", or of the conversion of five or more existing dwelling units to a stock cooperative project".

Cal Forms-19:11.

Review of Selected 1979 California Legislation, 11 Pacific LJ 617.

§ 66427.1. Conversion of residential realty into condominium, community apartment, or stock cooperative project

The legislative body shall not approve a final map for a subdivision to be created from the conversion of residential real property into a condominium project, a community apartment project, or a stock cooperative project unless it finds all of the following:

(a) Each of the tenants of the proposed condominium, community apartment project or stock cooperative project has received, pursuant to Section 66452.9, written notification of intention to convert at least 60 days prior to the filing of a tentative map pursuant to Section 66452. There shall be a further finding that each such tenant, and each person applying for the rental of a unit in such residential real property, has, or will have, received all applicable notices and rights now or hereafter required by this chapter or Chapter 3 (commencing with Section 66451). In addition, a finding shall be made that each tenant has received 10 days' written notification that an application for a public report will be, or has been, submitted to the Department of Real Estate, and that such report will be available on request. The written notices to tenants required by this subdivision shall be deemed satisfied if such notices comply with the legal requirements for service by mail.

(b) Each of the tenants of the proposed condominium, community apartment project, or stock cooperative project has been, or will be, given written notification within 10 days of approval of a final map for the proposed conversion.

(c) Each of the tenants of the proposed condominium, community apartment project, or stock cooperative project has been, or will be, given 180 days' written notice of intention to convert prior to termination of tenancy due to the conversion or proposed conversion. The provisions of this subdivision shall not alter or abridge the rights or obligations of the parties in performance of their covenants, including, but not limited to, the provision of services, payment of rent or the obligations imposed by Sections 1941, 1941.1, and 1941.2 of the Civil Code.

(d) Each of the tenants of the proposed condominium, community apartment project, or stock cooperative project has been, or will be, given notice of an exclusive right to contract for the purchase of his or her respective unit upon the same terms and conditions that such unit will be initially offered to the general public or terms more favorable to the tenant. The right shall run for a period of not less than 90 days from the date of issuance of the subdivision public report pursuant to Section 11013.2 of the Business and Professions Code, unless the tenant gives prior written notice of his or her intention not to exercise the right.

(e) This section shall not diminish, limit or expand, other than as provided herein, the authority of any city, county, or city and county to approve or disapprove condominium projects.

Amended Stats 1979 ch 1192 § 4; Stats 1980 ch 491 § 1, ch 1048 § 1, ch 1123 § 1.5.

Amendments:

1979 Amendment: (1) Amended the introductory clause by (a) substituting the comma after "condominium project" for "or"; and (b) adding ", or a stock cooperative project"; (2) amended the first sentences of subs (a) and (b) by (a) substituting the comma after "condominium" for "or"; (b) deleting "house" after "apartment"; and (c) adding ", or stock cooperative project".

1980 Amendment: (1) Substituted "all of the following" for "both that" in the introductory clause; (2) added subs (a) and (b); (3) redesignated former subs (a)-(c) to be subs (c)-(e); (4) amended subd (c) by (a) substituting ", or will be, given 180" for "or will be given 120" in the first sentence and (b) adding the commas after "limited to" and after "1941.1" in the second sentence and (5) amended subd (d) by (a) adding the commas after "has been" and after "will be"; (b) substituting "his or her respective unit" for "their respective units"; (c) substituting "such unit" for "such units" in the first sentence; (d) substituting "90 days" for "60 days"; and (e) adding "or her" in the second sentence. (As amended by Stats 1980, ch 1123, compared to the Section as it read prior to 1980. This section was also amended previously by ch 491 and ch 1048. See Gov C § 1005.)

Review of Selected 1979 California Legislation, 11 Pacific LJ 617.

Review of Selected 1980 Legislation, 12 Pacific LJ 549.

12 Ops Atty Gen 410 (a tentative and final subdivision map is required under the provisions of the Subdivision Map Act (Gov C §§ 66410 et seq) to convert an existing apartment house or existing clustered single family development located on one lot to condominium if the conversion consists of creating five or more separate ownerships).

§ 827. [Changes in terms of lease: Notice of change: Computation of rent: Effect of notice.] In all leases of lands or tenements, or of any interest therein, from week to week, month to month, or other period less than a month, the landlord may, upon giving notice in writing to the tenant, in the manner prescribed by Section 1162 of the Code of Civil Procedure, change the terms of the lease to take effect, as to tenancies for less than one month, upon the expiration of a period at least as long as the term of the lease itself, and, as to tenancies from month to month, to take effect at the expiration of not less than 30 days, but if such change takes effect within a rental term, the rent accruing from the first day of such term to the date of such change shall be computed at the rental rate which obtained immedi-

ately prior to such change; provided, however, that it shall be competent for the parties to provide by an agreement in writing that a notice changing the terms thereof may be given at any time not less than seven days before the expiration of a term, to be effective upon the expiration of such term.

The notice, when served upon the tenant, shall of itself operate and be effectual to create and establish, as a part of the lease, the terms, rents, and conditions specified in the notice, if the tenant shall continue to hold the premises after said notice takes effect. [1873-74 ch 612 § 110; 1907 ch 39 § 1; 1929 ch 138 § 1; 1937 ch 356 § 1; 1939 ch 1013 § 1; 1947 ch 676 § 1.] *Cal Forms-22:241; Witkin Summary (8th ed) pp 2115, 2116.*

## ARTICLE 2

### Boundaries

- § 829. Rights of owner.
- § 830. Boundaries by water.
- § 831. Boundaries by ways.
- § 832. Lateral and subjacent support.
- § 833. Trees whose trunks are wholly on land of one.
- § 834. Line trees.

§ 829. Rights of owner. The owner of land in fee has the right to the surface and to everything permanently situated beneath or above it. [1872.] *Cal Jur 3d Aviation § 5, Property § 19; 19 Cal Practice Rev, Ch 409, Judicial Determination of Boundary.*

§ 830. [Boundaries by water.] Except where the grant under which the land is held indicates a different intent, the owner of the upland, when it borders on tide-water, takes to ordinary high-water mark; when it borders upon a navigable lake or stream, where there is no tide, the owner takes to the edge of the lake or stream, at low-water mark; when it borders upon any other water, the owner takes to the middle of the lake or stream. [1872; 1873-74 ch 612 § 111.] *Cal Jur 3d Adjoining Landowners §§ 61, 63, 64; Witkin Summary (8th ed) pp 1855, 1856.*

§ 831. Boundaries by ways. An owner of land bounded by a road or street is presumed to own to the center of the way; but the contrary may be shown. [1872.] *Cal Jur 3d Adjoining Landowners § 55; Witkin Summary (8th ed) pp 1853, 1854, 1908.*

§ 832. [Lateral and subjacent support.] Each coterminous owner is entitled to the

lateral and subjacent support which his land receives from the adjoining land, subject to the right of the owner of the adjoining land to make proper and usual excavations on the same for purposes of construction or improvement, under the following conditions:

1. Any owner of land or his lessee intending to make or to permit an excavation shall give reasonable notice to the owner or owners of adjoining lands and of buildings or other structures, stating the depth to which such excavation is intended to be made, and when the excavating will begin.

2. In making any excavation, ordinary care and skill shall be used, and reasonable precautions taken to sustain the adjoining land as such, without regard to any building or other structure which may be thereon, and there shall be no liability for damage done to any such building or other structure by reason of the excavation, except as otherwise provided or allowed by law.

3. If at any time it appears that the excavation is to be of a greater depth than are the walls or foundations of any adjoining building or other structure, and is to be so close as to endanger the building or other structure in any way, then the owner of the

violates this section shall be liable to the lessee in a civil action for all of the following:

(1) The actual damages sustained by the lessee.

(2) Punitive damages in an amount of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) for each retaliatory act where the lessor or agent has been guilty of fraud, oppression, or malice with respect to such act.

(g) In any action brought for damages for retaliatory eviction, the court shall award reasonable attorney's fees to the prevailing party if either party requests attorney's fees upon the initiation of the action.

(h) The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law. [1979 ch 652 § 2.] *Cal Jur 3d Ejectment and Related Remedies* § 117. *Landlord and Tenant* § 130; *Cal Forms-22:41*; *Witkin Summary (8th ed)* pp 2207, 2208.

§ 1943. [Term of hiring when no limit is fixed.] A hiring of real property, other than lodgings and dwelling-houses, in places where there is no custom or usage on the subject, is presumed to be a month to month tenancy unless otherwise designated in writing; except that, in the case of real property used for agricultural or grazing purposes a hiring is presumed to be for one year from its commencement unless otherwise expressed in the hiring. [1872; 1953 ch 1541 § 1.] *Cal Jur 3d Landlord and Tenant* § 36; *Cal Forms-22:241, 22:401*; *Witkin Evidence* p 218; *Summary (8th ed)* p 2114.

§ 1944. [Hiring of lodgings for indefinite term] A hiring of lodgings or a dwelling-house for an unspecified term is presumed to have been made for such length of time as the parties adopt for the estimation of the rent. Thus a hiring at a monthly rate of rent is presumed to be for one month. In the absence of any agreement respecting the length of time or the rent, the hiring is presumed to be monthly. [1872.] *Cal Jur 3d Landlord and Tenant* § 36; *Cal Forms-22:41, 22:401*; *Witkin Evidence* p 218; *Summary (8th ed)* § 420B.

§ 1945. Renewal of lease by lessee's continued possession. If a lessee of real property remains in possession thereof after the expiration of the hiring, and the lessor accepts rent from him, the parties are presumed to have renewed the hiring on the same terms and for the same time, not exceeding one month when the rent is payable monthly.

nor in any case one year. [1872.] *Cal Jur 3d Landlord and Tenant* §§ 295, 297; *Cal Forms-22:31, 22:245, 22:361*; *Witkin Summary (8th ed)* p 2161.

§ 1945.5. [Required printing or renewal provision] Notwithstanding any other provision of law, any term of a lease executed after the effective date of this section for the hiring of residential real property which provides for the automatic renewal or extension of the lease for all or part of the full term of the lease if the lessee remains in possession after the expiration of the lease or fails to give notice of his intent not to renew or extend before the expiration of the lease shall be voidable by the party who did not prepare the lease unless such renewal or extension provision appears in at least eight-point bold-face type, if the contract is printed, in the body of the lease agreement and a recital of the fact that such provision is contained in the body of the agreement appears in at least eight-point bold-face type, if the contract is printed, immediately prior to the place where the lessee executes the agreement. In such case, the presumption in Section 1945 of this code shall apply.

Any waiver of the provisions of this section is void as against public policy. [1965 ch 1664 § 1; 1976 ch 1107 § 1.] *Cal Jur 3d Landlord and Tenant* § 295; *Cal Forms-22:41, 22:333*; *Witkin Summary (8th ed)* pp 427, 428, 2161.

§ 1946. [Notice required to terminate tenancy] A hiring of real property, for a term not specified by the parties, is deemed to be renewed as stated in Section 1945, at the end of the term implied by law unless one of the parties gives written notice to the other of his intention to terminate the same, at least as long before the expiration thereof as the term of the hiring itself, not exceeding 30 days; provided, however, that as to tenancies from month to month either of the parties may terminate the same by giving at least 30 days' written notice thereof at any time and the rent shall be due and payable to and including the date of termination. It shall be competent for the parties to provide by an agreement at the time such tenancy is created that a notice of the intention to terminate the same may be given at any time not less than seven days before the expiration of the term thereof. The notice herein required shall be given in the manner prescribed in Section 1162 of the Code of Civil Procedure or by sending a copy by certified or registered mail addressed to the other

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party. In addition, the lessee may give such notice by sending a copy by certified or registered mail addressed to the agent of the lessor to whom the lessee has paid the rent for the month prior to the date of such notice or by delivering a copy to the agent personally. [1872; 1931 ch 643 § 1; 1937 ch 354 § 1; 1941 ch 784 § 1; 1947 ch 676 § 2; 1969 ch 442 § 1; 1973 ch 167 § 10.] *Cal Jur 3d Landlord and Tenant* §§ 249, 255, 297, *Oil and Gas* § 134; *Cal Forms-22:245, 22:363, 22:401, 22:404, 22:405; Witkin Summary (8th ed) pp 2183, 2205.*

§ 1947. Rent, when payable. When there is no usage or contract to the contrary, rents are payable at the termination of the holding, when it does not exceed one year. If the holding is by the day, week, month, quarter, or year, rent is payable at termination of the respective periods, as it successively becomes due. [1872.] *Cal Jur 3d Landlord and Tenant* § 148; *Cal Forms-22:151; Witkin Summary (8th ed) p. 2118.*

§ 1948. Attornment of a tenant to a stranger. The attornment of a tenant to a stranger is void, unless it is made with the consent of the landlord, or in consequence of a judgment of a court of competent jurisdiction. [1872.] *42 Cal Jur 3d Landlord and Tenant* § 66; *Witkin Summary (8th ed) p 2100.*

§ 1949. [Tenant must deliver notice served on him.] Every tenant who receives notice of any proceeding to recover the real property occupied by him, or the possession thereof, must immediately inform his landlord of the same, and also deliver to the landlord the notice, if in writing, and is responsible to the landlord for all damages which he may sustain by reason of any omission to inform him of the notice, or to deliver it to him [if] in writing. [1872; 1873-74 ch 612 § 207.] *Cal Jur 3d Ejectment and Related Remedies* § 26, *Landlord and Tenant* § 66.

§ 1950. Letting parts of rooms forbidden. One who hires part of a room for a dwelling is entitled to the whole of the room, notwithstanding any agreement to the contrary; and if a landlord lets a room as a dwelling for more than one family, the person to whom he first lets any part of it is entitled to the possession of the whole room for the term agreed upon, and every tenant in the building, under the same landlord, is relieved from all obligation to pay rent to the landlord while such double letting of any room

continues. [1872.] *Cal Jur 3d Landlord and Tenant* § 68; *Cal Forms-22:41.*

§ 1950.5. [Security for performance of rental agreement for residential property.] (a) The provisions of this section shall apply to security for a rental agreement for residential property, that is, property used as the dwelling of the tenant.

(b) As used in this section, "security" means any payment, fee, deposit or charge, including, but not limited to, an advance payment of rent, used or to be used for any purpose, including, but not limited to, any of the following:

(1) The compensation of a landlord for a tenant's default in the payment of rent.

(2) The repair of damages to the premises caused by the tenant or by a guest or licensee of the tenant.

(3) The cleaning of the premises upon termination of the tenancy.

(c) A landlord may not demand or receive security, however denominated, in an amount or value in excess of an amount equal to two months' rent, in the case of unfurnished residential property, and an amount equal to three months' rent in the case of furnished residential property, in addition to any rent for the first month paid on or before initial occupancy. This subdivision does not prohibit an advance payment of not less than six months' rent where the term of the lease is six months or longer.

This subdivision does not preclude a landlord and a tenant from entering into a mutual agreement for the landlord, at the request of the tenant and for a specified fee or charge, to make structural, decorative, furnishing, or other similar alterations, if the alterations are other than cleaning or repairing for which the landlord may charge the previous tenant as provided by subdivision (e).

(d) Any security shall be held by the landlord for the tenant who is party to the lease or agreement. The claim of a tenant to the security shall be prior to the claim of any creditor of the landlord.

(e) The landlord may claim of the security only those amounts as are reasonably necessary to remedy tenant defaults in the payment of rent, to repair damages to the premises caused by the tenant, exclusive of ordinary wear and tear, or to clean the premises, if necessary, upon termination of the tenancy. The landlord may not assert a claim against the tenant or the security for damages to the premises or any defective conditions that preexisted the tenancy, for

# Legal Center For The Elderly And Disabled

530 BERGUT DRIVE SUITE G SACRAMENTO, CA 95814  
(916) 446-4851

## COMMENTS SUBMITTED BY JONATHAN ELLISON HUMAN RIGHTS/FAIR HOUSING COMMISSION FORUM JANUARY 13, 1987

1. I have been a legal aid lawyer for my entire 12 year career, specializing in Landlord/Tenant law.

2. In my position as director of the Legal Center for the Elderly and Disabled in Sacramento the past two and one-half years, I have advised or represented sundry low-income tenants.

3. Eviction, without cause, upon the service of a 30-day notice to quit is especially debilitating to my particular clientele.

4. A just cause eviction ordinance is needed in Sacramento County that will thwart arbitrary termination of tenancy while enabling landlords to get rid of tenants when they have a good reason.

5. Some of the types of tenants who need the protection of a just cause eviction ordinance include:

- a. Aged, frail senior citizens;
- b. Homebound tenants;
- c. Victims of Alzheimer's disease;
- d. Blind or hearing impaired;
- e. Physically disabled;
- f. Any low-income person, as housing which is both habitable and affordable to the poor is scarce; and
- g. Non-English speaking people, particularly Senior Citizens and/or recent immigrants.

6. The types of tenants listed in Paragraph 5, above, are the most vulnerable (hence -- powerless), and are thus most likely to succumb to arbitrary threats of eviction covertly based upon race, language, ethnicity, sexual orientation, cultural/religious habits, or type (size and composition) of family. Many times the ability to terminate a tenancy without stating just cause causes an unwarranted exercise of power given to a non-professional property manager

(for the first time), who attempts to unnecessarily control the lives of such vulnerable tenants through in loco parentis attitudes.

7. I believe a just cause eviction ordinance may reduce litigation, if not the friction leading up to it. As the court can verify, the vast majority (probably more than 95%) of eviction litigation involves non-payment of rent or other just cause. The proposed ordinance merely requires that a landlord state a just cause prior to termination of a tenancy. I see this requirement not only discouraging arbitrary, unlawful eviction (no reason need be given under current law), but also discouraging a tenant from resisting a termination if one of the enumerated just cause reasons is cited.

8. The need of tenants to have stability in their lives and not to be subject to manipulation by landlords or their property managers through the threat of no-cause eviction clearly outweighs the need of landlords to manage rental properties however they wish. The landlords' claim that such an ordinance would unnecessarily cause them to "jump through hoops" or provide more ammunition for "professional tenants" does not hold much water. Although the ordinance admittedly could cause those types of problems, they would be isolated instances. The American jurisprudence system is based upon the concept the law protects the innocent/vulnerable. Just because these protections can be abused by a small number of knowledgeable tenants with bad intentions does not mean they should not be extended to the vast majority of tenants who would not misuse the just cause provisions, including the vulnerable.



**SACRAMENTO ASIAN COMMUNITY RESOURCES INC.**  
1903 - 14th STREET, SACRAMENTO, CALIFORNIA 95814

(916) 447-7971

March 30, 1987

Franklin G. Orosco  
Human Rights & Fair Housing Commission  
2131 Capitol Avenue, Suite 206  
Sacramento, California 95816

Dear Mr. Orosco:

As a community agency for the low income and elderly, we are very interested in the proposed just cause ordinance. This proposed ordinance will be very beneficial to many of our elderly, low-income and non-English speaking clients. Unfortunately, many of our clients cannot effectively protest against their landlords' capricious actions. Hence this proposed ordinance may alleviate some of our clients' fears and frustrations.

In many of the cases we handle, communication between the landlord and tenant is a major problem. Often, our efforts are directed toward ascertaining consistent facts. In many instances, we have had to contact the landlord concerning the reasons for the eviction action. However, if the landlord is required to state the basis for the eviction on the notice to the tenant, we can then channel our time and effort toward resolving the dispute.

Another reason we support this ordinance is because of the social policy that is being furthered. This proposed ordinance continues the trend whereby for the sake of community and social stability a party must prove just cause to terminate a mutual agreement. The courts have reinforced the view that no longer will a party with superior bargaining power be able to impose their will on a weaker party. In cases involving strong public policy, the law has provided for an implied covenant of good faith and fair dealing (e.g., employment contracts). This proposed ordinance will further this trend in protecting the weaker party's rights.

Therefore, we fully support the proposed just cause ordinance. In situations where an individual's home is at stake, we believe that the tenant must be

Mr. Franklin G. Orosco

March 30, 1987

Page Two

protected. Hopefully, other new ordinances and regulations will be imposed to rectify the disparity in bargaining power between the landlord and tenant. (Such disparity continues to arise, for example, in the time and manner in which a landlord performs repairs.) Please do not hesitate to contact us concerning this matter or other matters of this type.

Sincerely,



Jeff Ogata

SACR Board Chairperson



TO: HUMAN RIGHTS AND FAIR HOUSING COMMISSION  
FROM: KAREN BROCKOPP, COORDINATOR AT LUTHERAN SOCIAL SERVICES  
RE: JUST CAUSE EVICTIONS HEARING ON JANUARY 13, 1987

I am here today to address the Commission as a representative of the Lutheran Social Services H.O.M.E. Program. This program is funded through Community Development Block Grant Monies. We primarily serve SE Asian Refugees regarding housing issues.

I would like to go on record as supporting the persuit to change the current law regarding 30-day notice evictions. Without a just cause eviction law, discrimination of all forms can readily take place masked behind the current law. Also, although retaliatory evictions are illegal, I feel they are very hard to prove. I believe the current law gives managers and owners an opportunity to evict tenants with a hidden retaliatory agenda, knowing they do not need to give a reason for the 30-day notice. Simply speaking, managers can evict people because they may not like the tenant, although the tenant has not broken any laws or rules.

Currently housing is a very precious commodity. Tenants deserve to know why they are being evicted so that the legal process can be implemented to determine the legitimacy of the eviction. If the tenant is in the wrong, I certainly agree that eviction should be upheld, BUT the tenant has a right to know.

*Thank you,  
Karen Brockopp*

THIS AGENCY IS  
SUPPORTED BY



United Way  
SACRAMENTO AREA

Lutheran Social Services of Northern California and Nevada  
Inland Area Office • 1725 L Street, Sacramento, California 95814 • 916/442-8200



# TRA

March 13, 1987

Human Rights/Fair Housing Commission  
of the City and County of Sacramento  
2131 Capitol Avenue, Suite 206  
Sacramento, Ca. 95816

Attention: Franklin Orosco

RE: Just Cause Ordinance

Dear Mr. Orosco:

We feel that the County of Sacramento needs a Just Cause Ordinance.

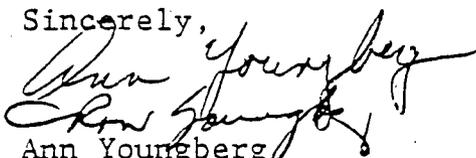
In our experience tenants are evicted unjustly primarily for the following reasons:

- 1) Landlords attempt to purge the apartment complex of all families with children. This usually happens when the complex has been sold and/or new management installed. When this happens in lower income complexes it poses a particularly severe hardship on those families with children as it is very difficult for those families to find affordable housing in the Sacramento area.
- 2) Landlords attempt to purge the complex of all families on public assistance.
- 3) When tenants rightfully demand that repairs be made to the premises they are often served an eviction notice in retaliation.

As the founders of Tenants Rights Association we are vitally interested in any legislation that will protect the rights of tenants.

Obviously, in expressing these opinions, we represent the views of all our tenant members.

Sincerely,

  
Ann Youngberg  
Ron Youngberg

TENANTS' RIGHTS ASSOCIATION



DIVISION OF CONSUMER SERVICES  
CONSUMER LIAISON OFFICER  
1020 N STREET  
SACRAMENTO, CALIFORNIA 95814  
TELEPHONE: (916) 445-7450



January 9, 1987

Franklin G. Orosco  
Human Rights/Fair Housing Commission  
2131 Capitol Avenue, Suite 206  
Sacramento, CA 95816

Dear Mr. Orosco:

Thank you for your letter concerning the proposed "just-cause" ordinance for Sacramento.

While our department cannot take a position on this issue at this time, we will be glad to share any available statistical information that would be helpful to you.

During FY 1985-86, our Consumer Assistance Office received approximately 9,681 complaints and inquiries from throughout the state concerning landlord-tenant disputes. Of these, 377 concerned 30-day evictions, but we do not know if these evictions were for just cause or not. The total number of complaints in all categories received during that time was 54,765.

Unfortunately, I will not be able to attend the Fair Housing Committee's Community Ascertainment Forum on January 13, but if you need any additional information from our department, please let me know.

Sincerely,

*Candis Cohen*

CANDIS COHEN  
Consumer Liaison Officer