

## Chapter 6.30

# JUST CAUSE EVICTION AND TENANT PROTECTION

Sections:

- 6.30.010 Title.**
- 6.30.020 Purpose and Intent.**
- 6.30.030 Restrictions on Termination of Tenancy Without Just Cause.**
- 6.30.040 At-Fault Just Cause.**
- 6.30.050 No-Fault Just Cause.**
- 6.30.060 Just Cause Curable Lease Violation.**
- 6.30.070 No-Fault Just Cause Tenant Relocation Assistance.**
- 6.30.080 Exemptions.**
- 6.30.090 Definitions.**
- 6.30.100 Notices.**
- 6.30.110 Additional Tenant Protections.**
- 6.30.120 Violations.**
- 6.30.130 Sunset.**

### **6.30.010 Title.**

This chapter shall be known as the “Just Cause Eviction and Tenant Protection Ordinance.” (Ord. 1068 § 2, 2023)

### **6.30.020 Purpose and Intent.**

A. It is the purpose and intent of this chapter to adopt a just cause eviction and tenant protection ordinance for the City that provides for greater certainty and protections for tenants when circumstances may allow just cause eviction.

B. The City Council finds that the provisions herein are necessary for the preservation and protection of the public health, safety and/or welfare. These provisions are within the authority conferred upon the City Council by state law and are an exercise of its police powers to enact and enforce regulations for the public health, safety and/or welfare. (Ord. 1068 § 2, 2023)

### **6.30.030 Restrictions on Termination of Tenancy Without Just Cause.**

- A. Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for thirty (30) days, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy.
- B. For purposes of this chapter, "just cause" includes either at-fault just cause or no-fault just cause. (Ord. 1068 § 2, 2023)

### **6.30.040 At-Fault Just Cause.**

At-fault just cause includes any of the following:

- A. Default in the payment of rent.
- B. 1. A breach of a material term of the lease, as described in Cal. Code of Civ. Proc., Section [1161\(3\)](#), including, but not limited to, violation of a provision of the lease after being issued a written notice to correct the violation.
2. A "breach of a material term" shall not include:
- a. i. The obligation to limit occupancy; provided, that the additional occupant who joins the tenant of the residential real property thereby exceeding the limits on occupancy set forth in the lease is a dependent under age eighteen (18), or a replacement tenant who moved in after an approved tenant vacated the residential real property, so long as the addition does not exceed the Uniform Housing Code.
- ii. The owner shall have the right to approve or deny the prospective additional or replacement tenant, who is not a minor dependent child; provided, that the owner does not unreasonably withhold approval. If the owner fails to respond to the tenant in writing with a description of the reasons for the denial of the request within a reasonable amount of time of receipt of the tenant's written request, the tenant's request shall be deemed approved by the owner if the lease is for a period of one (1) year or less.
- b. A change in the terms of the tenancy that is not the result of an express written agreement signed by both of the parties. An owner is not required to obtain a tenant's written consent to a change in the terms of the tenancy if the change in the terms of the tenancy is authorized by this section, or if the owner is required to change the terms of the tenancy pursuant to federal, state, or local law. Nothing in this subsection shall exempt an owner from providing legally required notice of a change in the terms of the tenancy.
- C. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in Cal. Code of Civ. Proc., Section [1161\(4\)](#).

- D. Committing waste as described in Cal. Code of Civ. Proc., Section [1161\(4\)](#).
- E. The tenant had a written lease that terminated on or after the effective date of the ordinance codified in this chapter, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions; provided, that those terms do not violate this section or any other provision of law. If the tenant had a written lease that terminated on or after the effective date of the ordinance codified in this chapter, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of nonsimilar duration and/or with nonsimilar lease provisions, then the cause for eviction will be no-fault just cause under Larkspur Municipal Code Section [6.30.050](#).
- F. Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in Cal. Penal Code, Section [422\(a\)](#), on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property or members of tenant's household or other tenants of the residential real property. This at-fault just cause provision shall apply if the owner has, within a reasonable time, reported the criminal activity to law enforcement. Further, at-fault just cause eviction of a tenant under this provision shall only apply to that tenant who committed the criminal activity described herein. If a tenant is acquitted or found not guilty of the charges giving rise to eviction, or if charges are not filed against the tenant within the applicable statute of limitations period, the tenant shall be offered the right to restore the tenancy only if the same residential real property is available.
- G. 1. Assigning or subletting the premises in violation of the tenant's lease, as described in Cal. Code of Civ. Proc. Section [1161\(4\)](#).
2. Notwithstanding any contrary provision in this section, an owner shall not take any action to terminate a tenancy based on a tenant's sublease of the residential real property if all the following requirements are met:
- a. The tenant requests permission from the owner in writing to sublease the residential real property;
  - b. The tenant continues to reside in the residential real property as their primary residence;
  - c. The sublease replaces one (1) or more departed tenants under the lease on a one-for-one basis; and
  - d. The owner fails to respond to the tenant in writing within a reasonable amount of time of the receipt of the tenant's written request. If the owner fails to respond to the tenant's written request, the request shall be deemed approved by the owner if the lease is for a period of one (1) year or less. An owner's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a residential real property exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code or successor provision.
- H. The tenant's refusal to allow the owner to enter the residential real property as authorized by Cal. Civ. Code Sections [1101.5](#) and [1954](#) and Cal. Health and Safety Code Sections [13113.7](#) and [17926.1](#).
- I. Using the premises for an unlawful purpose as described in Cal. Code of Civ. Proc. Section [1161\(4\)](#).

- J. The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in Cal. Code of Civ. Proc. Section [1161\(1\)](#).
- K. When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Cal. Civ. Code Section [1946](#) of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the owner but fails to deliver possession at the time specified in that written notice as described in Cal. Code of Civ. Proc. Section [1161\(5\)](#). (Ord. 1068 § 2, 2023)

### **6.30.050 No-Fault Just Cause.**

No-fault just cause includes any of the following:

- A.
1. Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.
  2. For leases entered into on or after the effective date of the ordinance codified in this chapter, this subsection shall apply only if the tenant agrees, in writing, to the termination or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents unilaterally decides to occupy the residential real property for a period of at least twelve (12) months, as affirmed by the owner in a written affidavit submitted to the City. Addition of a provision allowing the owner to terminate the lease as described in this subsection to a new or renewed rental agreement or fixed-term lease constitutes a similar lease provision for the purposes of Larkspur Municipal Code Section [6.30.040\(E\)](#).
  3. In the event the owner seeks to rent the residential real property within twelve (12) months following eviction due to intent to occupy under this section, the evicted tenant shall have the right of first refusal to reoccupy and rent the residential real property at the monthly rental rate in effect at the time of eviction, unless the owner provides a written waiver by the tenant of their right to reoccupy the premises pursuant to this subsection.
- B.
1. Withdrawal of the residential real property from the rental market under, and subject to, the provisions of the Ellis Act.
  2. Tenants shall be entitled to a minimum of one hundred twenty (120) day notice for evictions pursuant to the Ellis Act. In the case that a tenant or member of tenant's household has resided in the unit for at least twelve (12) consecutive months and is sixty-two (62) years of age or older, disabled, or certified to be terminally ill by the treating physician, tenant shall be entitled to a minimum of one (1) year's notice.
- C.
1. The owner complying with an order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

2. *Exception.* If it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate, then the tenant shall not be entitled to relocation assistance as outlined in Larkspur Municipal Code Section [6.30.070\(C\)](#).

D. Intent to demolish or to substantially remodel the residential real property. For purposes of this section, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least thirty (30) days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as a substantial remodel.

1. The owner shall provide sixty (60) days' advance written notice to the tenant of the ability to reoccupy the residential real property upon completion of the repairs, or if requested by the tenant, the right of first refusal to any comparable vacant rental unit which has been offered at comparable rent owned by the owner; and

2. In the event the owner seeks to rent the remodeled residential real property within twelve (12) months following the completion of the remodeling work, the evicted tenant shall have the right of first refusal to reoccupy and rent the residential real property at the monthly rental rate in effect at the time of eviction, unless the owner provides a written waiver by the tenant of their right to reoccupy the premises pursuant to this subsection. (Ord. 1068 § 2, 2023)

### **6.30.060 Just Cause Curable Lease Violation.**

A. Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation pursuant to Cal. Code of Civ. Proc. Section [1161\(3\)](#). If the violation is not cured within the time period set forth in the notice, a three (3) day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

B. Any written notice to cease or correct must:

1. Be dated and served upon the tenant, pursuant to at least one (1) of the methods authorized under Cal. Code of Civ. Proc. Section [1162](#), as may be amended;
2. Inform the tenant that failure to cure may result in the initiation of eviction proceedings;
3. Inform the tenant of the right to request a reasonable accommodation;
4. Inform the tenant of the contact number for the City; and

5. Include a specific statement of the reasons for the written notice to cease or correct with specific facts to help the tenant determine the date(s), place(s), witness(es), and/or circumstance(s) that support the reason(s) for the eviction. (Ord. 1068 § 2, 2023)

### **6.30.070 No-Fault Just Cause Tenant Relocation Assistance.**

- A. For a tenancy for which just cause is required to terminate the tenancy under this chapter, if an owner of residential real property issues a termination notice based on a no-fault just cause as defined in Larkspur Municipal Code Section [6.30.050](#), the owner shall, regardless of the tenant's income, provide a direct payment to the tenant as described in subsection [\(C\)](#) of this section.
- B. If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance and all other rights pursuant to this section.
- C. The amount of relocation assistance shall be equal to: (1) three (3) months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy, or (2) five thousand dollars (\$5,000), whichever is greater. If a tenant or member of tenant's household has resided in the unit for at least twelve (12) consecutive months and is sixty-two (62) years of age or older, disabled, or certified to be terminally ill by the treating physician, the amount of relocation assistance shall be increased by three thousand dollars (\$3,000). For the purposes of this section, the term "disabled" shall have the same meaning as that in Cal. Gov't Code Section [12955.3](#), as may be amended or renumbered from time to time. Any relocation assistance shall be provided within fifteen (15) calendar days of service of the notice.
1. If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this subsection shall be recoverable as damages in an action to recover possession.
  2. The relocation assistance required by this section shall be credited against any other relocation assistance required by any other law.
- D. An owner's failure to strictly comply with this section shall render the notice of termination void. (Ord. 1068 § 2, 2023)

### **6.30.080 Exemptions.**

This chapter shall not apply to the following types of residential real properties or residential circumstances:

- A. Transient and tourist hotel occupancy as defined in Cal. Civ. Code Section [1940\(b\)](#).
- B. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Cal. Health and Safety Code Section [1569.2](#), or an adult residential facility,

as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the State Department of Social Services.

- C. Dormitories owned and operated by an institution of higher education or a kindergarten and grades one (1) to twelve (12), inclusive, school.
- D. Housing accommodations in which the tenant shares a bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.
- E. Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two (2) bedrooms.
- F. A duplex in which the owner occupied one (1) of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.
- G. A unit permitted as an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU). (Ord. 1068 § 2, 2023)

### **6.30.090 Definitions.**

For the purposes of this chapter, the following definitions shall apply:

"Owner" and "residential real property" have the same meaning as those terms are defined in Cal. Civ. Code Section [1946.2](#).

"Tenancy" means the lawful occupation of residential real property, not including accessory dwelling units, junior accessory dwelling units, mobile homes, or mobile home spaces, and includes a lease or sublease, as such may be subject to local ordinance. (Ord. 1068 § 2, 2023)

### **6.30.100 Notices.**

A. *Notice of Existence of This Chapter.* In addition to all other notice requirements specified elsewhere in this chapter, the owner of any residential real property is required to provide written notice to tenants of their rights under this chapter as follows:

1. The notice required by this chapter must include the following information:
  - a. The existence and scope of this chapter; and
  - b. The right to relocation assistance in limited circumstances pursuant to Larkspur Municipal Code Section [6.30.070](#).
2. The owner must provide tenant with the notice upon serving any notice of change in terms of tenancy.

3. The owner must provide the notice on or before the commencement of all tenancies initiated after the effective date of the ordinance codified in this chapter.

B. *Notice of Termination of Tenancy.* When terminating a tenancy either at-fault or no-fault, an owner must comply with all of the following:

1. The owner must serve a written notice in accordance with Cal. Civ. Code Sections [1946](#) through [1946.5](#), to the tenant that states that, in addition to any information required by federal or state law, the owner will terminate the tenancy, and that indicates at least one at-fault or no-fault just cause reason; and
2. The owner has not accepted and will not accept rent or any other consideration in return for the continued use of the residential property beyond the term of the terminated tenancy in compliance with Cal. Civ. Code Sections [1945](#) through [1946.5](#); and
3. The owner qualifies the termination as at-fault or no-fault just cause; and
4. The owner has submitted to the City, within five (5) days after service of the notice of termination on the tenant, a true and accurate copy of the owner's written notice of termination, and proof of such service, signed by the owner under penalty of perjury, on the tenant. The owner shall maintain proof of service to the City as evidence that the owner has complied with this section.
5. When the owner and tenant have entered into a written lease, the owner must provide the notice in the language used in the lease, in addition to English. When the owner and tenant have not entered into a written lease, the owner must provide the notice in the language that the owner and tenant used to negotiate the terms of the tenancy, in addition to English.

C. *Notice as Addendum to Lease or Rental Agreement.* An owner of residential real property subject to this section shall provide notice to the tenant as follows:

1. For any tenancy commenced or renewed on or after the effective date of the ordinance codified in this chapter, as an addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.
2. The owner must provide the notice in the language that the owner and tenant used to in the lease, in addition to English.
3. For a tenancy existing prior to the effective date of the ordinance codified in this chapter, by written notice to the tenant no later than thirty (30) days after the effective date of the ordinance codified in this chapter, or as an addendum to the lease or rental agreement.
4. The notification or lease provision shall be in no less than twelve (12) point type, and shall include the following:

The Larkspur Municipal Code provides that after all of the tenants have continuously and lawfully occupied the property for at least thirty (30) days, an owner must provide a statement of cause in



any notice to terminate a tenancy. In addition, Larkspur Municipal Code provides tenants evicted for no-fault just cause with the right to relocation payments. See Chapter [6.30](#) of the Larkspur Municipal Code for more information.

5. Owners must provide the notice to tenants in writing if the application and lease are processed in writing, electronically if the application or lease are processed electronically, or both if both methods are utilized. The provision of the notice shall be subject to Cal. Civ. Code Section [1632](#). (Ord. 1068 § 2, 2023)

### **6.30.110 Additional Tenant Protections.**

- A. The City Manager may adopt administrative procedures and regulations to implement the provisions of this chapter.
- B. Once established by the City Council, all owners with rental units shall pay the tenant protection program fee, as established by City Council resolution. The tenant protection program fee is to fund the City's cost to implement and enforce the provisions of this chapter.
- C. It is illegal for an owner or representative to retaliate against a tenant for lawfully and peaceably exercising their legal rights, including, but not limited to, the right to file a complaint with code compliance. No owner may take any action increasing any rental amount, reducing any service, causing the tenant to involuntarily quit the premises, or discriminating against the tenant because of the tenant's use of any remedy provided by this chapter.
- D. Any provision of a rental housing agreement that purports to waive any provision of this chapter is void as against public policy.
- E. An owner's failure to comply with any requirement of this chapter is an affirmative defense in an unlawful detainer or other action brought by the owner to recover possession of the rental unit. (Ord. 1068 § 2, 2023)

### **6.30.120 Violations.**

- A. It shall be unlawful for any person to violate or fail to comply with any provision of this chapter. The violation of any provision of this chapter shall first be punished through the use of a civil citation, prior to prosecution as a misdemeanor, infraction, or civil injunction as provided in Larkspur Municipal Code Chapter [9.24](#).
- B. Any person whose rights pursuant to this chapter have been violated shall have the right to file an action for injunctive relief and damages. Whoever is found to have violated this chapter shall be subject to appropriate injunctive relief and shall be liable for damages, costs, and reasonable attorney fees. Treble damages shall be awarded for willful failure to comply with the relocation payment obligations established by this chapter. Any action pursuant to this chapter shall be a civil matter and adjudicated through civil court. (Ord. 1068 § 2, 2023)

### **6.30.130 Sunset.**

This chapter shall automatically sunset on January 1, 2030. (Ord. 1075 § 2, 2024; Ord. 1068 § 2, 2023)

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**The Larkspur Municipal Code is current through Ordinance 1077, passed July 17, 2024.**

Disclaimer: The City Clerk's office has the official version of the Larkspur Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

[City Website: www.cityoflarkspur.org](http://www.cityoflarkspur.org)

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