New law effective January 1, 2020.

After any tenant that has continuously and lawfully occupied a residential real property for 12 months, the owner of the property cannot terminate the tenancy without just cause, which must be stated in the written notice of termination.

“Just Cause” includes the following:

1. Non-payment of rent

2. A material breach of the lease after being issued a written notice to correct the violation.

3. Maintaining, committing, or permitting a commission of a nuisance.

4. The tenant’s written lease terminates on or after January 1, 2020 and after a written request by the owner, the tenant refuses to execute a written extension of renewal of the lease.

5. Committing waste on the premises.

6. Criminal activity by the tenant on the property including the common areas or

off the property that is directed at an owner or agent of the owner.

7. Assigning or subletting the premises in violation of the lease.

8. A tenant’s refusal to allow the owner to enter the residential property for repairs or other inspections as provided by law.

9. Using the premises for an unlawful purpose.

10. An employee, agent or licensee’s failure to vacate after the termination as an employee.

“No-fault” includes the following:

1. Intent to occupy the premises by the owner, their spouse, domestic partner, children, grandchildren, parents, or grandparents.

 a. For lease entered into on or after July 1, 2020, this provision shall apply only if the tenant agrees, in writing, to the termination or if there is a provision in the lease which allows the owner to terminate for that reason.

2. Withdrawal of the property from the rental market.

3. An order issued by a government agency or court pertaining to the habitability of the premises requiring the tenant to vacate.

4. Intent to demolish or remodel the property. Remodeling means substantial modification that requires a permit and cannot be reasonably accomplished in a safe manner with the tenant occupying the premises.

5. Minor cosmetic improvements such as painting, decorating and repairs that can be performed safely with the tenant residing on the property.

6. The owner of premises must first give a notice of the violation to the tenant for a curable lease violation and provide them the opportunity to cure the breach. If the violation is not cured, a 3 day notice to quit may be served to terminate the tenancy.

7. For tenancy where just cause is required, the owner shall do one of the following:

 a. Assist the tenant to relocate by providing direct payment to the tenant or a rent waiver equal to one month of the tenant’s rent. Any relocation assistance must be provided within 15 calendar days of service of the notice of termination.

If the tenant fails to vacate, the actual amount of relocation assistance or waiver provided shall be recoverable as damages in any action to recover possession.

This section does apply to the following residential property or circumstances:

1. Transient and tourist hotel occupancy

2. Housing accommodations in nonprofit hospitals, religious facilities, or extended care facility.

3. Dormitories owned and operated by a school.

4. Housing accommodations that shares bathroom or kitchen facilities with the owner.

5. Single-family homes in which the owner leases no more than two bedrooms.

6. Duplex which the owner occupies one of the units as his principal residence.

7. Housing that has been issued a certificate of occupancy within the previous 15 years.

8. Residential property that is under separate title to any other dwelling unit provided the following apply:

 a. The owner is not a real estate investment trust, a corporation or a limited liability company in which at least member is a corporation.

 b. The tenants have been provided notice that the residential property is exempt being using the following statement “This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2(e)(8) of the Civil Code and the owner is not any of the following: (1) a real estate investments trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least member is a corporation.” After July 1, 2020 this clause must be provided in the rental agreement.