

Tenant Protection Act of 2019-Part 2 (Just Cause Eviction Law)

What is the Tenant Protection Act (TPA)? Effective 1-1-20, the TPA prohibits, with exemptions, an owner from evicting a residential tenant except for 15 specified reasons. There are two types of reasons: “At fault” and “No fault”.

Exemptions from Just Cause rules:

- Housing that has been issued a certificate of occupancy within the previous 15 years (new housing);
- A duplex in which the owner occupies one of the units at the commencement of and throughout the tenancy;
- A single-family residential property (including condominiums) so long as:
 - (1) The owner is not a corporation, not an LLC with at least one owner who is a corporation, and not a real estate investment trust (REIT) AND
 - (2) The owner gives the tenant a legally required notice of this exemption. Ownership by individuals, partnerships, individual co-owners, trusts, and LLCs with no corporate owners, all qualify for the exemption.
- A single-family residence in which the owner lives and if the owner rents or leases no more than two bedrooms or units (including an accessory dwelling unit such as a “granny-flat”);
- An owner-occupied property in which the owner and tenant share a bathroom or kitchen. The law recognizes that an owner who lives with tenants should not be “stuck” with an incompatible tenant.
- A tenant who has not continuously and lawfully occupied the property for 12 months.

Giving notice of the Just Cause exemptions:

C.A.R. form “Rent Cap and Just Cause Addendum” (RCJC) (available December 2019) may be used as follows:

For month to month tenants: For new tenancies starting on or after January 1, 2020, incorporate the RCJC into the rental agreement. For existing tenancies, incorporate the RCJC by using a change in terms of tenancy, such as C.A.R. “Notice of Change in Terms of Tenancy” (Form CTT).

For Fixed Term Leases: For new tenancies starting on or after January 1, 2020, incorporate the RCJC into the new lease. For existing tenancies, simply provide the form as a stand-alone notice. If not already provided, incorporate the RCJC into the lease upon any renewal or extension of existing leases.

What are reasons an owner may evict a tenant for at-fault just cause?

(1) A default in the payment of rent; (2) A breach of a material term of the lease; (3) The tenant commits a nuisance or uses the property for criminal or unlawful purposes; (4) The tenant assigns or sublets the property in violation of the lease/rental; (5) The tenant refuses to allow the owner access; (6) The tenant refuses to sign an extension/renewal at the expiration of the lease/rental.

What are reasons an owner may evict a tenant for no-fault just cause?

(1) The owner is withdrawing the property from the rental market; (2) The owner intends to demolish or substantially remodel the property. Cosmetic improvements alone do not qualify; (3) The owner, or the owner’s family members intends to occupy the unit PROVIDED the tenant has previously agreed to allow such a termination or if a provision of the lease permits it. C.A.R. form RCJC may be used for this purpose. NOTE: For all no-fault evictions, the owner must pay the tenant a one-month relocation fee or waive rent for the final month of the tenancy.

Does the TPA preempt local just cause eviction ordinances? If a city or county adopted a just cause eviction ordinance on or before September 1, 2019, that ordinance applies and not the TPA. If a local just cause eviction ordinance was adopted or amended after September 1, 2019 it only applies if it is more protective of tenants than the TPA.

NOTE: Quick Guide Tenant Protection Act of 2019-Part 1 (Statewide Rent Cap Law) provides information on the Rent Cap portion of the TPA.