

**ORDINANCE NO. \_\_\_\_\_****ORDINANCE ADDING CHAPTER 8.43 TO THE  
SANTA CRUZ COUNTY CODE REGARDING THE  
ESTABLISHMENT OF REMEDIES FOR LESSOR'S RETALIATION**

The Board of Supervisors of the County of Santa Cruz ordains as follows:

**SECTION I**

Chapter **8.43** is hereby added to the Santa Cruz County Code to read as follows:

- 8.43.010** Intent and purpose.  
**8.43.020** Remedies for lessor's retaliation.  
**8.43.030** Severability.

- 8.43.010** Intent and purpose.

**A.** The board of supervisors finds that Santa Cruz County faces an affordable housing crisis in that:

- (1) Studio apartments regularly rent for over \$1,000 per month and modest homes rent for more than \$2,000 per month.
- (2) Low and moderate income residents must compete with Silicon Valley workers and college students for a limited number of rentals.
- (3) The National Low Income Housing Coalition has ranked Santa Cruz County as the fourth least affordable rental housing market in the United States.

**B.** The board of supervisors finds that due to the lack of affordable housing in the community, landlords have been known to rent substandard units to lessees or fail to maintain rental units in accordance with health and safety requirements. Tenants who lawfully organize to advocate for affordable rents and /or tenants' rights, including, but not limited to, addressing inadequate living conditions, decreased services or evictions, often face the risk of retaliatory eviction which may result in homelessness or other hardships to the lessee.

**C.** The board of supervisors finds that lessees who are unlawfully evicted from their dwellings confront significant difficulties and expenses in finding other permanent affordable housing. The lack of affordable housing alternatives leads to overcrowding which itself may result in health and safety problems.

D. The board of supervisors finds that the lessors who evict their lessees in retaliation for their exercise of rights protected under this chapter should bear responsibility for the hardship their actions create for the lessees.

E. While existing State law provides some protection to a tenant facing a retaliatory eviction, the remedies available may not provide adequate compensation for all of the damages or losses the tenant may suffer.

F. The board of supervisors finds that protecting the efforts of tenants and tenant organizations to lawfully advocate for affordable rents or lessees' rights can be an effective means of preserving the County's affordable housing stock and should be protected.

#### **8.43.020 Remedies for lessor's retaliation.**

A. If the lessor retaliates against the lessee because of the exercise by the lessee of his or her rights under this chapter or because of his or her complaint to an appropriate agency as to tenantability of a dwelling, and if the lessee of a dwelling is not in default as to the payment of his rent, the lessor may not recover possession of a dwelling in any action or proceeding, cause the lessee to quit involuntarily, increase the rent, or decrease any services within 180 days:

- (1) After the date upon which the lessee, in good faith, has given notice pursuant to California Civil Code Section 1942, or has made an oral complaint to the lessor regarding tenantability; or
- (2) After the date upon which the lessee, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability; or
- (3) After the date of an inspection or issuance of a citation, resulting from a complaint described in subsection (2) of which the lessor did not have notice; or
- (4) After the filing of appropriate documents commencing a judicial or arbitration proceeding involving the issue of tenantability; or
- (5) After entry of judgment or the signing of an arbitration award, if any, when in the judicial proceeding or arbitration the issue of tenantability is determined adversely to the lessor. In each instance, the 180-day period shall run from the latest applicable date referred to in subsection (1) to (5), inclusive.

B. A lessee may not invoke the provisions of subdivision A. more than once in any 12-month period.

C. It shall be unlawful for a lessor to increase rent, decrease services, cause a lessee to quit involuntarily, bring an action to recover possession, or threaten to do any of such acts, for the purpose of retaliating against the lessee because he or she has lawfully organized or participated in a lessees' association or an organization advocating for affordable rents or lessees' rights or has lawfully and peaceably exercised any rights under the law. In an action brought by or against the lessee pursuant to this subdivision, the lessee shall bear the burden of producing evidence that the lessor's conduct was, in fact, retaliatory.

D. Nothing in this section shall be construed as limiting in any way the exercise by the lessor of his or her rights under any lease or agreement or any law pertaining to the hiring of property or his right to do any of the acts described in subdivision A. or C. for any lawful cause. Any waiver by a lessee of his or her rights under this section shall be void as contrary to public policy.

E. Notwithstanding the provisions of subdivisions A. to D., inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in subdivision A. within the period or periods prescribed therein, or within subdivision C., if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in good faith, seeks to recover possession, increase rent, or do any of the other acts described in subdivision A. or C. If such statement be controverted, the lessor shall establish its truth at the trial or other hearing.

F. Any lessor or agent of a lessor who violates this section shall be liable to the lessee in a civil action for treble the actual damages sustained by the lessee, or three months of the dwelling's actual rent at the time of the violation, whichever is greater. For each additional violation of this section within one year, the lessor or agent of a lessor shall be liable to the lessee for treble the actual damages sustained by the lessee, or nine months of the dwelling's actual rent at the time of the violation, whichever is greater.

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 or in their initial responsive pleading.

H. The remedies provided by this section shall be in addition to any other remedies provided by statutory or decisional law.

#### **8.43.025**      **Tenantability.**

**A dwelling is untenable for purposes of this Chapter if it lacks any of the characteristics set forth in California Civil Code 1941.1.**

**8.43.030 Severability.**

The provisions of this chapter are severable. If any section, paragraph, sentence, phrase or word of this chapter is declared invalid for any reason, that decision shall not affect any other portion of this chapter, which shall remain in full force and effect.

**SECTION II**

This ordinance shall take effect on the 31<sup>st</sup> day after the date of final passage.

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by the following vote:

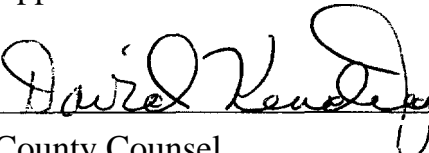
AYES: SUPERVISORS  
 NOES: SUPERVISORS  
 ABSENT: SUPERVISORS  
 ABSTAIN: SUPERVISORS

\_\_\_\_\_  
 Chairperson, Board of Supervisors

ATTEST: \_\_\_\_\_

Clerk of said Board

Approved as to form:

  
 \_\_\_\_\_  
 County Counsel

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**8.43.010 Intent and purpose.**

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- (2) After the date upon which the lessee, in good faith, has filed a written complaint, or an oral complaint which is registered or otherwise recorded in writing, with an appropriate agency, of which the lessor has notice, for the purpose of obtaining correction of a condition relating to tenantability; or
- (3) After the date of an inspection or issuance of a citation, resulting from a complaint described in subsection (2) of which the lessor did not have notice; or
- (4) After the filing of appropriate documents commencing a judicial or arbitration proceeding involving the issue of tenantability; or
- (5) After entry of judgment or the signing of an arbitration award, if any, when in the judicial proceeding or arbitration the issue of tenantability is determined adversely to the lessor. In each instance, the 180-day period shall run from the latest applicable date referred to in subsection (1) to (5), inclusive.

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D. Nothing in this section shall be construed as limiting in any way the exercise by the lessor of his or her rights under any lease or agreement or any law pertaining to the hiring of property or his right to do any of the acts described in subdivision A. or C. for any lawful cause. Any waiver by a lessee of his or her rights under this section shall be void as contrary to public policy.

E. Notwithstanding the provisions of subdivisions A. to D., inclusive, a lessor may recover possession of a dwelling and do any of the other acts described in subdivision A. within the period or periods prescribed therein, or within subdivision C., if the notice of termination, rent increase, or other act, and any pleading or statement of issues in an arbitration, if any, states the ground upon which the lessor, in good faith, seeks to recover possession, increase rent, or do any of the other acts described in subdivision A. or C. If such statement be controverted, the lessor shall establish its truth at the trial or other hearing.

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#### **8.43.025 Tenantability.**

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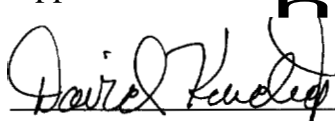
AYES: SUPERVISORS  
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\_\_\_\_\_  
 Chairperson, Board of Supervisors

ATTEST: \_\_\_\_\_

Clerk of said Board

Approved as to form:

  
 \_\_\_\_\_  
 County Counsel