

City of San Diego

TENANT PROTECTION GUIDE

June 2023



SAN DIEGO
HOUSING
COMMISSION

The City of
SAN DIEGO

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CITY OF SAN DIEGO TENANT PROTECTION GUIDE

Introduction

The City of San Diego (City) provides protections for residential tenants facing potential eviction. These protections include help to relocate to a different residence if a tenant is evicted, in certain circumstances. Strong protections for residential renters are intended to help prevent homelessness and to promote housing and neighborhood stability. City law includes these protections.

City law requires the San Diego Housing Commission (SDHC) to prepare a Tenant Protection Guide and make it available on SDHC's website. You may access this guide at www.sdhc.org/tenantprotections. This guide provides educational information and resources to help residential tenants understand their rights under City and State law. **It is for informational purposes only. The Tenant Protection Guide does not provide legal advice or direction. Residential renters and landlords should consult with their own, respective legal representatives or advisors.** Tenant advocacy groups, legal assistance organizations and landlord associations are available and may be able to provide additional guidance. Please see the "Resources" section of this guide for more information.

SDHC created this guide to be understandable to as many readers as possible, while providing accurate information about the protections available for residential renters. For the specific details of City or State laws, readers should read the specific City ordinances, State laws and/or applicable court decisions that may affect these laws.

This guide will be updated, as needed.

This Tenant Protection Guide can be used by landlords to satisfy the noticing requirements in section 98.0705(b) of the City of San Diego Residential Tenant Protections Ordinance.

Disclaimer

THIS TENANT GUIDE HAS BEEN PREPARED TO ASSIST TENANTS AND LANDLORDS IN SETTING FORTH THE RIGHTS AND OBLIGATIONS OF PARTIES AS A RESULT OF THE PASSAGE OF ORDINANCE O-21647. IT IS IMPORTANT TO NOTE THAT TO THE EXTENT THAT SOMETHING STATED IN THE TENANT PROTECTION GUIDE MAY APPEAR TO VARY OR CHANGE THE ACTUAL LANGUAGE OF THE ORDINANCE, THAT IS NOT LEGALLY PERMISSIBLE, AND THE ACTUAL LANGUAGE OF THE ORDINANCE SHALL PREVAIL IN ALL CASES.

California Tenants: A Guide to Residential Tenants' and Landlords' Rights and Responsibilities

The State of California has produced a guide, "California Tenants: A Guide to Residential Tenants' and Landlords' Rights and Responsibilities." It contains essential details about statewide protections for residential tenants, including important information about tenants' rights to quiet enjoyment and habitability of their residential rental property. The State guide is available online at <https://www.courts.ca.gov/documents/California-Tenants-Guide.pdf>. The City of San Diego Tenant Protection Guide is a resource available for residential tenants in the City of San Diego; however, it does not replace or remove residential tenants' need and

responsibility to be aware of the State guide and other resources that may also include tenants' rights information.

City of San Diego Residential Tenant Protections Ordinance

San Diego City Council President Sean Elo-Rivera and Mayor Todd Gloria proposed the City of San Diego Residential Tenant Protections Ordinance. The San Diego City Council adopted the ordinance (No. O-21647) on May 16, 2023. San Diego Mayor Todd Gloria signed the adopted ordinance on May 25, 2023. This City law went into effect on June 24, 2023. It is now San Diego Municipal Code sections 98.0701 through 98.0709.

Under this City law, the City is responsible for oversight of the ordinance, including enforcement and policy development.

SDHC is responsible for creating the Tenant Protection Guide, providing reports to the City, and collecting and maintaining landlord eviction notices in a portal known as the City of San Diego Eviction Notice Registry.

- **To whom does the City law apply?**

The Residential Tenant Protections Ordinance applies to residential renters and landlords in the City of San Diego. This includes housing where the tenant receives federal Section 8 Housing Choice Voucher rental assistance.

The City law states that its requirements do **not** apply to specific types of properties in the City:

- Transient/tourist hotels
- Short-term residential occupancy
- Deed-restricted, regulatory restriction, or other document that provides for affordable housing
- Housing for which an agreement is in place that provides housing subsidies for households with very low income (up to 50 percent of San Diego's Area Median Income [AMI], low income (up to 80 percent of San Diego's AMI) or moderate income (up to 120 percent of San Diego's AMI). However, as noted above, the law does apply to Section 8 Housing Choice Voucher housing units.
- Mobilehomes for which the California Mobilehome Residence Law applies.
- Housing in a nonprofit hospital, religious facility, extended-care facility, licensed residential care facility for the elderly, as those are defined in State law, or nonprofit transitional housing, as defined in the ordinance.
- Dormitories owned and operated by educational institutions (kindergarten through grade 12 and/or higher education).
- Residential rental properties in which the landlord and tenant share a bathroom or kitchen facilities (landlord's primary residence).
- Single-family residence that the landlord occupies as their principal residence.
- Property with two separate dwelling units within a single structure, with one occupied by the landlord as their principal residence.
- Housing that received a certificate of occupancy in the previous 15 years (NOT including mobile homes).
- Residential rental property, including mobilehomes, that is alienable separate from the title to any other dwelling unit if the landlord is NOT one of the specific entities listed in the Residential Tenant Protections Ordinance AND tenants have been provided written notice in the form required by the ordinance.

The City law also does **not** apply to residential property in the unincorporated areas of the County of San Diego or other cities within the County of San Diego.

- **Just Cause Required to Terminate Tenancy**

The Residential Tenant Protections Ordinance does not allow a residential landlord to evict a tenant unless a “just cause” exists. The City law defines two types of “just cause”:

- **At-Fault Just Cause**

- **A Landlord may terminate a Tenancy for At-Fault Just Cause if:**

- Tenant has not or is not paying rent.
- Tenant violates a material term of the lease.
- Tenant commits or allows a nuisance, as defined in State law.
- Tenant causes substantial damage to the property, which is known as committing waste, as defined in State law.
- Tenant refused to extend or renew the lease for a substantially similar duration and with substantially similar terms.
- Tenant engages in criminal activity at the rental property, including common areas.
- Tenant makes a criminal threat, as defined in State law.
- Tenant violates the lease by subletting the property.
- Tenant refused to allow the landlord to enter the property per State law
- Tenant uses the property for an unlawful purpose
- Tenant is an agent or employee of the landlord, is terminated from that position, and then does not vacate the unit after termination.
- Tenant fails to return possession of the unit to the landlord after providing the landlord written notice to the landlord of the tenant’s intent to leave.

- **No-Fault Just Cause**

- **A Landlord may terminate a Tenancy for No-Fault Just Cause if:**

- Landlord seeks to take possession of the housing unit for the landlord, their spouse, domestic partner, child, grandchild, parent or grandparent.
 - Leases entered on or after June 24, 2023: This applies only if the tenant agrees in writing to end the tenancy or if the lease expressly allows the landlord to terminate the lease for this reason.
 - Leases entered before June 24, 2023: A provision could be added to a new lease, renewed lease or fixed-term lease that allows the landlord to terminate the lease to take possession of the property for the landlord, their spouse, domestic partner, child, grandchild, parent or grandparent. This new provision would be considered “substantially similar” for the section of the City law that defines “At-Fault Just Cause” as a tenant’s refusal to extend or renew the lease with “substantially similar terms.”
- Landlord seeks to take possession of the housing unit to remove the unit from the market.
- Landlord seeks to take possession of the housing unit to comply with:
 - Court order or order from another government agency that requires the property to be vacant for at least 30 days.
 - Court order or other government order to vacate the property.
 - Local ordinance requiring the property to be vacated.

- ❖ Tenant is not entitled to relocation assistance under the Residential Tenant Protections Ordinance if a court or government agency determines the tenant is at fault for the condition of the property.
 - Landlord seeks to take possession of the housing unit to demolish or substantially remodel the property. In these circumstances, the landlord is required to:
 - Post at the residential rental property the application for necessary permits within three days of submitting the application for the permits.
 - Obtain the permits necessary for the demolition or substantial remodel of the property.
 - Serve the tenant a copy of the necessary permits with a written termination notice, certified under penalty of perjury. The notice must state the reason for ending the tenancy, the type and scope of work to be performed at the property, why the work cannot be completed safely with the tenant in the unit, and why the work requires the tenant to leave the unit for at least 30 days.
- **Notice Requirements**
 - A Landlord is required to provide written notice to the Tenant about the Residential Tenant Protections Ordinance:
 - 12-point font
 - Complies with State law (California Civil Code section 1632)
 - States:

California law limits the amount your rent can be increased. See California Civil Code section 1974.12 for more information. Local law also provides that a landlord shall provide a statement of cause in any notice to terminate tenancy. In some circumstances, tenants who are seniors (62 years or older) or disabled may be entitled to additional tenant protections. See Chapter 9, Article 8, Division 7 of the San Diego Municipal Code for more information.
 - Includes a copy of the Tenant Protection Guide
 - Tenancy existing before June 24, 2023: Notice with the Tenant Protection Guide shall be provided to the Tenant directly or as a lease addendum within 90 days of June 24, 2023.
 - Tenant starting or renewed after June 24, 2023: Notice with the Tenant Protection Guide shall be included in the lease or as a written notice the Tenant signs at the time the lease is signed, with a copy provided to the Tenant.
 - When the Landlord Ends the Tenancy
 - At-Fault Just Cause with a lease violation that can be corrected:
 - Landlord provides written notice of the violation to the tenant that describes the violation and the opportunity to correct it.
 - If the violation is not corrected within the time stated in the notice, the landlord may end the tenancy by serving a three-day notice to quit.
 - Landlord shall notify SDHC about the at-fault just cause end of the tenancy.

- ❖ Landlord shall provide the notice to SDHC no later than three business days after providing the required termination notice to the Tenant.
- ❖ The requirement to notify SDHC does not apply until 30 days after SDHC establishes an online portal for the City of San Diego Eviction Notice Registry and notifies the public that the portal has been created.
- No-Fault Just Cause
 - Landlord provides written notice to the Tenant:
 - ❖ No smaller than 12-point font
 - ❖ 30 or 60 days before the proposed date for the tenancy to end, based on State law (California Civil Code 1946.1)
 - ❖ Description of the reason for ending the lease.
 - ❖ Statement of the Tenant's right to relocation assistance (direct payment to the tenant or a rent waiver)
 - Direct Payment: Notice will state the amount of the relocation assistance payment and that the Landlord will provide the payment within 15 days of the date of the notice.
 - Rent Waiver: Notice will state the amount of rent waived and that no rent is due for the final corresponding months of the tenancy.
 - ❖ Statement of the Tenant's right to receive an offer to renew the tenancy and 30 days to accept the offer if the residential rental property is offered again for rent or lease within five years of the eviction.
 - To use this right, the Tenant shall notify the Landlord in writing within 30 days of the notice to end the lease that the Tenant desires to receive an offer to renew tenancy.
 - The Tenant shall also provide the Landlord a mailing address or email address for the Landlord to send the offer and will provide the Landlord a change of mailing address or email address.
 - Landlord shall notify SDHC about the no-fault just cause end of the tenancy.
 - ❖ Landlord shall provide the notice to SDHC no later than three business days after providing the required termination notice to the Tenant.
 - ❖ The requirement to notify SDHC does not apply until 30 days after SDHC establishes an online portal for the City of San Diego Eviction Notice Registry and notifies the public that the portal has been created.
- **Relocation Assistance – No-Fault Just Cause Evictions**
 - Direct Payment
 - Equal to two months of actual rent under the Tenant's lease in effect at the time of the notice of the no-fault just cause eviction.
 - For senior or disabled Tenants, the direct payment to the Tenant shall be equal to three months of actual rent under the Tenant's lease in effect at the time of the notice of the no-fault just cause eviction.

- If more than one tenant occupies the property, the Landlord may provide a single direct payment to all Tenants named in the lease instead of separate direct payments to each Tenant.
 - Rent Waiver
 - Landlord shall waive and not collect rent due or future rent under the Tenant’s lease at the time of the notice of the no-fault just cause eviction and through the rest of the tenancy.
 - The amount of rent waived will be equal to the amount of the applicable direct payment (two or three months of actual rent, as noted above). The rent waiver is instead of the direct payment.
 - Security Deposits
 - Landlord is still responsible for returning any deposit or security amount to the Tenant based on the terms of the lease. The Relocation Assistance does not remove or take the place of that requirement.
 - Other Relocation Assistance
 - The Relocation Assistance required by the Residential Tenant Protections Ordinance shall be credited against any other relocation assistance required by federal, state or other local law.
 - Tenant Failure to Vacate
 - If a Tenant does not vacate the residential rental property after the date required by the notice of the no-fault just cause eviction, the Landlord may recover the actual amount of relocation assistance provided. This amount may be recovered as damages in a legal action to take possession of the rental property.
- **Additional Requirements**
 - Residential rental property offered for rent or lease within five years
 - Landlord shall first offer in writing to lease the housing unit to the Tenant displaced for the unit by the no-fault just cause eviction if the Tenant:
 - Notified the Landlord that they wanted to receive an offer to renew the tenancy; and
 - Provided their mailing address or email address to the Landlord to receive the offer.
 - Landlord has the right to screen the Tenant, using industry-accepted methods.
 - Landlord shall communicate the minimum screening criteria in the written offer for the new tenancy.
 - Tenant shall have 30 days from when they receive the offer to decide whether to accept it.
 - Landlord’s failure to strictly comply with the requirements of that specific section in the Residential Tenant Protections Ordinance (San Diego Municipal Code 98.0706) will mean that any notice to end a tenancy required by that section of City law will no longer be valid.
- **Buyout Agreements**

The Residential Tenant Protections Ordinance includes regulations to increase the fairness of buyout negotiations and agreements. This section of local law is intended to

ensure that Tenants who enter buyout agreements know their rights and to prevent Landlords from contracting around legal rights and remedies available under existing law.

- **Written Disclosure Before Buyout Offer:** Before making a buyout offer, the Landlord is required to provide each residential Tenant a written disclosure that includes:
 - A statement that the Tenant has the right to not enter into a buyout agreement.
 - A statement that the Tenant may choose to consult with an attorney before entering into a buyout agreement.
 - A statement that the Landlord may not retaliate against the Tenant for declining to enter into or negotiate a buyout agreement.
 - A statement that all Tenants of a residential property may decline to receive future buyout offers.
 - To decline, Tenants provide the Landlord written notice. The Tenant's decision to decline buyout offers is in effect for six months. All Tenants of a residential property may take back their decision and receive future buyout offers by providing a written notice of that decision to the Landlord.
 - A statement that the Tenant is eligible for relocation assistance and the amount of required relocation assistance.
 - The names of all people authorized to discuss the buyout offer and enter into a buyout agreement on the Landlord's behalf.
 - A space for each Tenant to sign and write the date the Landlord provided the disclosure to the Tenant.
 - A space for the Landlord to sign and write the date the Landlord provided the disclosure to the Tenant.
- The Landlord is required to provide each Tenant a fully executed copy of the disclosure form within three days of its execution.
- The Landlord is required to keep a copy of each fully executed disclosure form for five years.
- **Buyout Agreement Requirements:** The Residential Tenant Protections Ordinance requires Landlords to comply with specific requirements for buyout agreements:
 - The buyout agreement shall be in writing.
 - The Landlord shall give the Tenant a copy of the buyout agreement when the Tenant signs the buyout agreement.
 - The buyout agreement shall include specific statements in bold letters in a least 14-point font, near the space for the Tenant's signature:
 - You, the tenant, have a right not to enter into this buyout agreement.
 - If you, the tenant, are entitled to relocation assistance under federal, state or local law, a buyout agreement for less than the amount of the relocation assistance to which you are entitled violates Chapter 9, Article 8, Division 7 of the San Diego Municipal Code and is void.
 - You, the tenant, may choose to consult with an attorney before signing this agreement.
 - If the Tenant uses primarily a non-English language to negotiate the buyout agreement or lease, the Landlord shall provide the Tenant a version of the buyout agreement in English **and** the translated language the Tenant used. The Landlord shall provide these to the Tenant at the same time.

- A buyout agreement for less than the amount of relocation assistance owed to the tenant under the terms of the Residential Tenant Protections Ordinance is not valid and is not in effect. Buyout agreements must be for an amount greater than the required relocation assistance amount.
 - Any term of a buyout agreement, lease, contract or other agreement that claims to waive or limit a Tenant's rights under the Residential Tenant Protections Ordinance is not valid and is not in effect.
- **Retaliation Prohibited**
The Residential Tenant Protections Ordinance prohibits Landlords from retaliating against Tenants who exercise their rights provided by the ordinance.
- **Enforcement and Remedies**
 - The City may enforce the terms of the Residential Tenant Protections Ordinance through its code enforcement authority and powers. These are stated in Chapter 1, Article 2 of the San Diego Municipal Code:
[\[https://docs.sandiego.gov/municode/MuniCodeChapter01/Ch01Art02Division01.pdf\]](https://docs.sandiego.gov/municode/MuniCodeChapter01/Ch01Art02Division01.pdf)
 - SDHC does not have any authority to enforce the terms of the Residential Tenant Protections Ordinance.
 - Tenants may also file legal action in court in connection with allegations of Landlord violations of the Residential Tenant Protections Ordinance.
 - A Tenant may seek a court order to require action by the Landlord or to stop the Landlord from taking action (injunctive relief and equitable relief).
 - A Tenant may seek money in damages for alleged violations of the Residential Tenant Protections Ordinance.
 - A Landlord who does not provide the required relocation assistance to the Tenant shall be liable in a civil lawsuit for no less than three times the required relocation assistance amount and actual economic damages.
 - If a Landlord attempts to take possession of the residential rental property in a way that violates the Residential Tenant Protections Ordinance, the Landlord will be liable to the Tenant in a civil wrongful eviction lawsuit for no less than three times the Tenant's actual economic damages.
 - In a legal action between the Tenant and the Landlord that is not an eviction proceeding (unlawful detainer), the party who wins the case shall recover costs and reasonable attorney fees.
 - A Tenant may raise any alleged violation or noncompliance of the Residential Tenant Protections Ordinance in their legal defense against a Landlord's action to take possession of the residential rental property. This is known as an "affirmative defense" for the Tenant in that legal action filed by the Landlord.
 - All of the remedies stated in the Residential Tenant Protections Ordinance may be used together with one another. They also may be used with other remedies provided by other laws.

Resources for Tenants

- **Community Legal Resources**

This is **not** an endorsement or recommendation by the City or SDHC for any specific organization or organizations. Tenants should identify and choose their own legal assistance or legal representative. Resources are listed in alphabetical order.

- California Courts Self-Help Guide (for Tenants and Landlords)
Eviction: <https://selfhelp.courts.ca.gov/eviction>
Eviction & Housing: <https://selfhelp.courts.ca.gov/eviction-and-housing>
- California Western Community Law Project
The Community Law Project (CLP) is a collaboration between California Western School of Law and several organizations. CLP provides legal advice and referrals to low-income and indigent members of the local San Diego community, including housing law. CLP offers clinics throughout the City of San Diego on a first-come, first-served basis.
619-780-7498
CLP@cwsl.edu
225 Cedar Street, 1st Floor, San Diego, CA 92101
Clinic locations and time available at: <https://cwclp.org/>
- Legal Aid Society of San Diego
Legal Aid Society of San Diego (LASSD) is a nonprofit law firm that provides free legal services to lower-income San Diego residents. LASSD provides housing services, including eviction defense and assistance with subsidized housing issues, housing discrimination, tenant rights, and source-of-income discrimination. LASSD operates an Eviction Defense Walk-in Clinic at the Hall of Justice Courthouse in Downtown San Diego, with services offered on a first-come, first-served basis.
(877) 534-2524 (1-877 LEGAL AID)
TTY: (800) 735-2929
Info@lassd.org
Southeast San Diego Office: 110 S. Euclid Avenue, San Diego, CA 92114
Midtown San Diego Office: 1764 San Diego Avenue, Suite 100, San Diego, CA 92110
- Legal Services Clinics
Assistance is provided at these courthouse walk-in clinics on a first-come, first-served basis. Staff are able to assist in explaining procedures and helping clients prepare forms.
 - **Unlawful Detainer Clinic – Legal Aid Society of San Diego**
San Diego County Superior Court, Hall of Justice
330 W. Broadway, San Diego, CA 92101
Walk-in Hours: Monday- Friday, except court holidays, 8:30 a.m.- 3:30 p.m.

(877) 534-2524 (1-877 LEGAL AID)

- **Landlord-Tenant Dispute Clinic**

San Diego County Superior Court, Hall of Justice
330 W. Broadway, San Diego, CA 92101

Walk-in Hours: Monday- Friday, except court holidays, 8:30 a.m.- noon

- National Conflict Resolution Center

The National Conflict Resolution Center (NCRC) is recognized as an international leader in mediation instruction and conflict resolution. It provides no-cost mediation to individuals in the City of San Diego, including for landlord-tenant issues and disputes.

(619) 238-2400

info@ncrconline.com

530 B Street, Unit 1700, San Diego, CA 92101 (Main Office)

- San Diego Volunteer Lawyer Program

San Diego Volunteer Lawyer Program (SDVLP) is a private, nonprofit organization that offers pro bono legal services to qualifying low-income and disadvantaged San Diegans. SDVLP offers services for low-income clients who need assistance with various housing and landlord-tenant issues. SDVLP operates a Tenants' Rights Program with a Remote Eviction Legal Clinic, which takes place on Thursday mornings at 9:30 a.m. Applicants for this clinic can apply by calling (619) 235-5656 x127 or online at <https://sdvlp.org/trp-remote-legal-clinic/>.

(619) 235-5656 x127

info@sdvlp.org

707 Broadway, Suite 1400, San Diego, CA 92101

- Superior Court of California, County of San Diego

Unlawful Detainers: (619) 450-7275

Landlord/Tenant (Unlawful Detainer) Information at:

<https://www.sdcourt.ca.gov/sdcourt/civil2/landlordtenant>

- University of San Diego School of Law Legal Clinic

The Housing Rights Project legal clinic at the University of San Diego serves low-income individuals and focuses on providing education, outreach and direct client representation to assist with housing instability (including homelessness), eviction, foreclosure, and threats to housing, such as uninhabitability and harassment.

(619) 260-7470

5998 Alcalá Park, Barcelona 305, San Diego, CA 92110

- **Additional Community Resources**

- 2-1-1 San Diego

211 San Diego is a local nonprofit organization that provides access to community, health, social, and disaster services. 211 San Diego provides a free, 24-hour, confidential phone service and searchable online database.

Call "2-1-1"

211help@211sandiego.org
P.O. Box 420039, San Diego, CA 92142

- Affordable Housing Advocates
Affordable Housing Advocates (AHA) is a nonprofit, public benefit organization that provides free legal representation in the City and County of San Diego through two projects: Project IMPACT and Tenants' Rights Project. Project IMPACT represents clients in their fight for housing justice by enforcing laws that require planning, funding and development of affordable housing and balanced communities. The Tenants' Rights Project works to save rental housing and helps tenants in their fight for decent housing.
(619) 233-8441
(619) 233-8474 (Project IMPACT)
(619) 233-7263 (Tenants' Rights Project)
admin@affordablehousingadvocates.org
427 C Street, Suite 304, San Diego, CA 92101
- California Department of Justice – Landlord-Tenant Issues
<https://oag.ca.gov/consumers/general/landlord-tenant-issues>
- California Tenants – A Guide to Residential Tenants' and Landlords' Rights and Responsibilities (Revised January 2023) – INCLUDES SUMMARY OF TENANT'S RIGHTS TO QUIET ENJOYMENT AND HABITABILITY
<https://www.courts.ca.gov/documents/California-Tenants-Guide.pdf>
- Center for Social Advocacy
The Center for Social Advocacy (CSA) San Diego County is a housing counseling, nonprofit organization approved by the U.S. Department of Housing and Urban Development (HUD). CSA San Diego County's primary mission is the promotion of social justice and public welfare through programs, services and advocacy against all forms of discrimination, including advocacy for the eradication of housing discrimination to assure equal housing opportunity for all individuals. CSA assists individuals with rental and fair housing issues.
(619) 444-5700
outreach@c4sa.org
Message CSA at <https://www.c4sa.org/contact>
327 Van Houten Avenue, El Cajon, CA 92020
- City of San Diego Code Enforcement
The City of San Diego Building & Land Use Enforcement Division investigates and enforces code violations related to land use, development regulations, building and housing codes, abandoned properties, disabled access, and noise regulations.
(619) 236-5500
1200 3rd Avenue, #8, San Diego, CA 92101
1222 1st Avenue, 5th Floor, MS 511, San Diego, CA 92101

- Housing is Key, Resources for Renters, Landlords and Homeowners
<https://housing.ca.gov/>
- San Diego Municipal Code
<https://www.sandiego.gov/city-clerk/officialdocs/municipal-code>
- U.S. Department of Housing and Urban Development (HUD) Tenant Rights, Laws, and Protections: California
<https://www.hud.gov/states/california/renting/tenantrights>

Appendix A: Glossary

The City of San Diego Residential Tenant Protections Ordinance includes the following definitions:

Buyout agreement: An agreement where the landlord pays the tenant money or other consideration to vacate the residential rental property. A buyout agreement does not include an agreement to settle a pending unlawful detainer action.

Buyout offer: Any discussions or bargaining, whether oral or written, between a tenant and a landlord regarding the possibility of entering into a buyout agreement. A counteroffer by the tenant does not end discussion or bargaining of a buyout offer.

Commission: The San Diego Housing Commission (referred to in this Tenant Protection Guide as “SDHC.”)

Disabled: Any person with a disability as defined in California Government Code section 12955.3, as may be amended. This includes, but is not limited to, any physical or mental disability as defined in Government Code section 12926. Examples of mental disability include, but are not limited to, intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities that limit a major life activity. Examples of physical disability include, but are not limited to, any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that limits a major life activity and affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin, and endocrine.

Government Code section 12955.3:

https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=12955.3

Government Code section 12926:

https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=12926

Dwelling Unit: The same meaning as in San Diego Municipal Code section 113.0103, as may be amended. As of June 21, 2023, the Municipal Code defines “dwelling unit” as a room or suite of rooms in a building or portion thereof, used, intended or designed to be used or occupied for living purposes by one family, and containing only one kitchen.

San Diego Municipal Code section 113.0103:

<https://docs.sandiego.gov/municode/MuniCodeChapter11/Ch11Art03Division01.pdf>

Landlord: Any person, acting as principal or through an agent, having the right to offer residential rental property for rent, and includes a predecessor in interest to the landlord.

Lease: Any lease, sublease, or agreement, written or oral, for the use and occupancy of the residential rental property.

Non-profit transitional housing: Temporary housing operated by a non-profit organization for up to 24 months with supportive services to individuals and families with the goal of interim stability and support to successfully move to and maintain permanent housing, which may cover housing costs and accompanying supportive services for program participants.

Residential rental property: Any dwelling or unit that is intended for human habitation, including any dwelling or unit in a mobilehome park.

Retaliation: Any threat or any other adverse action against a tenant for exercising or attempting to exercise any right guaranteed under the Residential Tenant Protections Ordinance.

Section 8: Residential rental property in which the tenant receives tenant-based housing assistance under Section 8 of the United States Housing Act of 1937, also known as the Housing Choice Voucher Program.

Senior: Any person 62 years old or older.

Tenancy: The lawful right or entitlement of a tenant to continuously use or occupy a residential rental property for more than 30 days. A tenancy does not include a lease for a fixed-term of three months or less, including any extensions or renewals of that lease for a fixed-term of three months or less.

Tenant: A tenant, subtenant, lessee, sublessee, or any other natural person entitled to lease any residential rental property.

Appendix B: Source-of-Income Information

- **CA Department of Fair Employment & Housing – Source of Income Frequently Asked Questions**
https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2020/02/SourceofIncomeFAQ_ENG.pdf
- **City of San Diego Ordinance Prohibiting Discrimination Based on a Tenant’s Source of Income**
<https://docs.sandiego.gov/municode/MuniCodeChapter09/Ch09Art08Division08.pdf>
- **Legal Aid Society of San Diego Source-of-Income Informational Brochure**
English: https://www.lassd.org/wp-content/uploads/2022/07/Source-of-income-brochure.final_.pdf
Spanish: https://www.lassd.org/wp-content/uploads/2022/07/Source-of-income-brochure.final_-SPA.pdf
- **Legal Aid Society of San Diego Housing Discrimination Webpage**
<https://www.lassd.org/housing-discrimination/>

Appendix C: Fair Housing Information

- **Americans with Disabilities Act (ADA)**
<https://www.ada.gov/index.html>
<https://www.ada.gov/resources/service-animals-faqs/>
- **California Civil Rights Department – Housing Discrimination**
<https://calcivilrights.ca.gov/housing/>
- **Fair Housing Council of San Diego Website and Resources**
<https://fhcsd.com/about-us/>
<https://fhcsd.com/resources/>
- **U.S. Department of Housing and Urban Development Fair Housing Equal Opportunity Website and Booklet**
https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint
- **U.S. Department of Housing and Urban Development Fair Housing and Related Laws**
https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_and_related_law