

COMMUNITY DEVELOPMENT AGENCY
HOUSING AND FEDERAL GRANTS DIVISION

Brian C. Crawford
DIRECTOR

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Building and Safety
Environmental Health Services
Planning
Environmental Review
Housing
Sustainability
Code Enforcement
GIS
Federal Grants

www.marincounty.org/cda

December 18, 2018

Board of Supervisors
County of Marin
3501 Civic Center Drive
San Rafael, California 94903

SUBJECT: Ordinance requiring cause to terminate a residential tenancy (Just Cause).

Dear Board Members:

RECOMMENDATION: Conduct a merit hearing and consider adoption of the attached ordinance requiring cause to terminate a residential tenancy.

SUMMARY: Just Cause policies are intended to provide stability for households that rent by regulating the grounds for eviction while retaining the rights of landlords to terminate rental agreements based on clearly defined and reasonable justifications. The policies serve to promote greater awareness of the rights and responsibilities of landlords and tenants, facilitate clear communication between them, encourage reporting of habitability concerns, and provide a clear and transparent process for evictions and lease terminations.

Effective January 17, 2019, the proposed Ordinance would apply to all properties with three or more units in the unincorporated County. It enumerates reasons for which a residential tenancy of a subject unit may be ended. It also calls for compliance with other existing applicable regulations and permitting or licensing requirements. The Ordinance also requires landlords to register subject units annually.

BACKGROUND: On December 4, your Board held a public hearing to consider establishment of an ordinance requiring cause to terminate a residential tenancy, a policy commonly referred to as "Just Cause."

During the hearing, your Board amended the Ordinance to clarify an exception for units occupied by on-site property managers, to articulate reporting expectations, and to include a requirement that your Board conduct a hearing to consider revisions to or reconsideration of the Ordinance in approximately two years. After receiving public testimony and deliberation, your Board conducted a first reading of the amended Ordinance (Attachment 1) and scheduled a merit hearing for December 18, 2018.

CONCLUSION: Staff recommends that your Board consider adopting the attached Ordinance requiring cause to terminate a residential tenancy.

FISCAL IMPACT: The proposed Ordinance is not anticipated to produce a significant budgetary impact. If unanticipated costs arise during implementation, staff will work with the County Administrator's Office to develop a funding proposal.

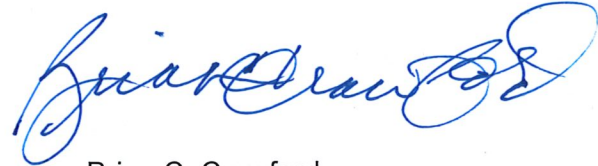
REVIEWED BY:

- | | |
|--|---|
| <input type="checkbox"/> Auditor Controller | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> County Counsel | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Human Resources | <input checked="" type="checkbox"/> N/A |

Respectfully submitted,



Leelee Thomas
Planning Manager



Brian C. Crawford
Director

Attachments:

1. Ordinance requiring cause to terminate a residential tenancy.
2. Redline document identifying those substantive amendments to the ordinance made by the Board of Supervisors at a public hearing on December 4, 2018.
3. Board Packet from first reading, December 4, 2018.
4. Staff Report from workshop, September 11, 2018.
5. Administrative record (comments received)

A full reference copy of this staff report and associated attachments will become available for public review at the Board of Supervisors office, 3501 Civic Center Drive, Suite 329 (8:00 a.m. to 5:00 p.m., Monday through Friday) and at the Community Development Agency, Planning Division, 3501 Civic Center Drive, Suite 308 (8:00 a.m. to 4:00 p.m., Monday through Thursday, closed Fridays).

ORDINANCE NO. _____
ORDINANCE OF THE MARIN COUNTY BOARD OF SUPERVISORS
ADDING COUNTY OF MARIN CODE OF ORDINANCES CHAPTER 5.100,
REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

SECTION I: LEGISLATIVE FINDINGS

WHEREAS, over 67,000 people permanently reside in the unincorporated area within Marin County, which population is projected to grow by approximately 10,000 additional residents by 2040, as identified in Section II: Housing Needs Analysis of the Marin County Housing Element 2015-2023; and

WHEREAS, over thirty percent of the 26,000 households that reside in unincorporated Marin rent their homes, as identified in Section II: Housing Needs Analysis of the Marin County Housing Element 2015-2023; and

WHEREAS, it is estimated that over 2,000 households residing in unincorporated Marin have extremely low incomes, which is defined as earning approximately thirty percent of the area median income, as identified in Section II: Housing Needs Analysis of the Marin County Housing Element 2015-2023; and

WHEREAS, approximately fifty-six percent of renters in 2010 were estimated to be overpaying for rental housing, which is defined as paying more than thirty percent of household income as rent, as identified in Section II: Housing Needs Analysis of the Marin County Housing Element 2015-2023; and

WHEREAS, between 2001 and 2013 home values increased significantly more than area incomes, as identified in Section II: Housing Needs Analysis of the Marin County Housing Element 2015-2023; and

WHEREAS, between 2004 and 2013 rental prices increased approximately thirteen percent, as identified in Section II: Housing Needs Analysis of the Marin County Housing Element 2015-2023; and

WHEREAS, there is a shortage of rental housing, including multi-family, single-family, second units, and Single Room Occupancy (SRO) units, as identified in Section II: Housing Needs Analysis of the Marin County Housing Element 2015-2023; and

WHEREAS, increasing rental prices combined with the constrained supply of rental housing in the County can result in displacement of County residents beyond the County and region if a household's tenancy is terminated without a cause, with impacts particularly affecting low- and moderate-income households; and

WHEREAS, a 2018 research project by the California Housing Partnership and U.C. Berkeley's Urban Displacement Project regarding Rising Housing Costs and Re-segregation showed that displaced households experienced greater housing costs after displacement, whether they moved within their county of origin, to a new county in the Bay Area, within the region, or out of state;¹ and

WHEREAS, the County's Rental Housing Survey released in 2015 received more than 800 tenant responses, and found that 372 (45 percent) were concerned with insecurity and instability of their rental home, and 59 percent of all respondents were worried about rent increases and/or evictions; and

WHEREAS, 1,296 unlawful detainer actions were filed in Marin County between 2014 and 2016, which indicates over 400 unlawful detainer actions may be filed each year;² and

WHEREAS, unlawful detainer actions filed with the courts do not account for the terminations of tenancy, notices to quit, and other actions that can result in the displacement of County residents generally, and which particularly impact members of protected classes in Marin County; and

WHEREAS, for the past approximately three years, the Board of Supervisors has been considering a slate of policy options to preserve housing affordability and prevent displacement, and has taken action to implement several measures in furtherance of these goals based in part on recommendations from an ad hoc Affordable Housing Subcommittee of the Board; and

WHEREAS, the Board of Supervisors discussed just cause for eviction policies during seven workshops, held in October and December 2015, February 2016, August and December 2017, and in June and September 2018; and

WHEREAS, the Community Advisory Group and Steering Committee for the County's ongoing Assessment of Fair Housing identified just cause for eviction policies as one priority recommendation to promote fair housing after extensive community engagement process reaching over 1,400 people from all areas of the County; and

WHEREAS, just cause for eviction policies continue to allow landlords to terminate tenancies and evict tenants based on a tenant's failure to pay rent or illegal activities, a landlord's desire to withdraw the property from the rental market, and other specified reasons, while providing tenants with more stability and security; and

¹ Zuk, M., & Chapple, K. (2018). Urban Displacement Project. Retrieved from <http://www.urbandisplacement.org/research#section-132>. Published research only for San Francisco, Alameda, and Contra-Costa Counties, but presented at Non-Profit Housing Conference applied to Bay Area generally.

² Research from Anti-Eviction Mapping Projection and Tenants Together (May 2018). Retrieved from <https://www.antievictionmap.com/evictions#/unlawful-detainer-evictions-california-20142016>.

WHEREAS, just cause for eviction policies advance fair housing policy by: increasing transparency and reducing the chance that a termination of tenancy or eviction is motivated by unlawful discrimination or retaliation; specifically protecting existing tenants who are statistically more likely to be members of protected classes than homeowners in Marin County due to historical housing policies; and

WHEREAS, on September 11, 2018, the Board of Supervisors held a workshop and received public testimony on Just Cause for Eviction policies and directed staff to develop a Just Cause Ordinance, with further direction from the Affordable Housing Subcommittee of the Board; and

WHEREAS, the Board of Supervisors has identified six specific causes for which a tenancy may be terminated that balance the needs of property owners, market conditions, and protections for the renter population in the unincorporated area of the County; and

WHEREAS, the Board of Supervisors conducted duly and properly noticed public hearings on December 4 and December 18, 2018 regarding an ordinance requiring cause to terminate a residential tenancy; and

WHEREAS, the Board of Supervisors finds and determines that regulating the reasons for terminating a tenancy between certain residential landlords and residential tenants will increase certainty and fairness within the residential rental market in the County and thereby serve the public peace, health, safety, and public welfare; and

WHEREAS, Chapter 5.100 is adopted and added to the County of Marin Code of Ordinances pursuant to the County's police powers, afforded by the state constitution and state law, to protect the health, safety, and welfare of the public.

SECTION II: ACTION

The Marin County Board of Supervisors ordains as follows: Ordinance No. [] is hereby adopted and Chapter 5.100 Requiring Cause to Terminate a Residential Tenancy shall be codified in the Marin County Code of Ordinances in the form attached as Exhibit "A" to Marin County Ordinance No. [].

SECTION III: CEQA DETERMINATION

The Board of Supervisors finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of this Ordinance may have a significant effect on the environment, in that this ordinance applies residential tenant protection measures to existing residential units in unincorporated areas of Marin County, which is solely an administrative process resulting in no physical changes to the environment. Accordingly, this ordinance contains

no provisions modifying the physical design, development, or construction of residences or nonresidential structures.

SECTION IV: SEVERABILITY

Every section, paragraph, clause, and phrase of this Ordinance is hereby declared to be severable. If for any reason, any section, paragraph, clause, or phrase is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, clauses or phrases.

SECTION V: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall be and is hereby declared to be in full force and effect as of thirty (30) days from and after the date of its passage and shall be published once before the expiration of fifteen (15) days after its passage, with the names of the Supervisors voting for and against the same, in the Marin Independent Journal, a newspaper of general circulation published in the County of Marin.

SECTION VI: VOTE

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Marin, State of California, on this ___ day of _____ 2018 by the following vote:

AYES: SUPERVISORS

NOES:

ABSENT:

DAMON CONNOLLY, PRESIDENT
MARIN COUNTY BOARD OF SUPERVISORS

ATTEST:

Matthew H. Hymel
Clerk of the Board of Supervisors

EXHIBIT "A" TO MARIN COUNTY ORDINANCE NO. []

Marin County Code of Ordinances Chapter 5.100

Requiring Cause to Terminate a Residential Tenancy

Section: 5.100.010 Purpose and intent.

- (a) It is the purpose and intent of this Chapter to increase certainty and fairness in the residential rental market within unincorporated Marin County in order to promote the health, safety, and general welfare of residents and property owners within the County. This Chapter regulates the reason(s) for and defines certain minimum term(s) under which certain residential tenancies may be terminated by Landlords of rental Dwelling Units located within unincorporated Marin County.
- (b) The CDA Director has the authority to issue interpretations of and regulations to implement this Chapter, including the publication of form notices and other documents. All forms and notices called for to facilitate the administration and implementation of this Chapter shall be adopted by the CDA Director, with approval by the County Counsel, and included in the Guidelines.

Section: 5.100.020 Applicability.

- (a) General Application. Except as provided in Section 5.100.020(b) below, the provisions of this Chapter 5.100 shall apply to all properties in unincorporated Marin County that contain at least three: (1) Dwelling Units which contain a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling; (2) Dwelling Units in Single Room Occupancy residential structures; or (3) units in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Marin County Code of Ordinances, which is hired, rented, or leased to a household within the meaning of California Civil Code section 1940. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.
- (b) Exceptions. Notwithstanding anything to the contrary above, the provisions of this Chapter 5.100 shall not apply to the following types of Dwelling Units:
 - (1) Any Dwelling Unit for which one of the following is true: (A) the Dwelling Unit is owned or operated by any government agency; or (B) the Rent is directly subsidized by a government agency such that the Tenant's portion of the Rent does not exceed 30% of household income; or
 - (2) Any Dwelling Unit located in a development where no fewer than forty-nine percent (49%) of the Dwelling Units are subject to legally binding restrictions

enforceable against and/or governing such units that limit the Rent to no more than an affordable rent, as such term is defined in California Health & Safety Code Section 50053; or

- (3) Any residential accessory dwelling unit or junior accessory dwelling unit, each as defined in Marin County Development Code Chapter 22.56; or
- (4) Any Dwelling Unit occupied by a Tenant employed by the Landlord for the purpose of managing the property.

Section: 5.100.030 Definitions.

For the purpose of this Chapter, the following words and phrases shall mean:

- (a) "County" means the County of Marin.
- (b) "CDA Director" means the County of Marin Community Development Agency Director or his or her designee unless otherwise specified.
- (c) "Dwelling Unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household as defined in California Civil Code section 1940 and the Marin County Code.
- (d) "For Cause" termination has the meaning provided in subsection (b) of Section 5.100.040.
- (e) "Guidelines" means any written regulations for the administration and implementation of this Chapter adopted by the CDA Director.
- (f) "Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive Rent for the use and occupancy of any Dwelling Unit or portion thereof.
- (g) "No Fault" termination has the meaning provided in subsection (c) of Section 5.100.040.
- (h) "Notice of Termination" means a written notice that includes all of the components identified in Section 5.100.050.
- (i) "Primary Residence" means a Dwelling Unit that an owner occupies as a primary residence, as evidenced by the Dwelling Unit qualifying for a homeowner's property tax exemption.
- (j) "Rent" means the consideration, including any funds, labor, bonus, benefit, or gratuity, demanded or received by a Landlord for or in connection with the use and occupancy of a Dwelling Unit and the Housing Services provided therewith, or for the assignment of a rental agreement for a Dwelling Unit.

- (k) "Tenant" means a person entitled by written or oral agreement, or by sufferance, to the use or occupancy of a Dwelling Unit.
- (l) "Tenant Household" means all Tenant(s) who occupy any individual Dwelling Unit, and each minor child, dependent, spouse or registered domestic partner of any Tenant whose primary residence is the Dwelling Unit.

Section: 5.100.040 Cause required to terminate tenancy.

- (a) Prerequisites to terminate. No Landlord may terminate a residential tenancy of a Dwelling Unit unless the Landlord can demonstrate:
 - (1) the Landlord possesses a valid Business License in accordance with Chapter 5.54 of the County Code; and
 - (2) the Landlord has previously provided the Tenant with the Notice of Tenant Rights as required by County Code Section 5.95.080, or can otherwise demonstrate timely, good faith substantial compliance with the noticing requirements listed herein; and
 - (3) the Landlord served a Notice of Termination to the Tenant, in the form required by County Code Section 5.100.050, and that the Landlord delivered a true and accurate copy of the Notice of Termination to the CDA Director within ten (10) calendar days of delivery to the Tenant(s); and
 - (4) the Landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the Dwelling Unit beyond the term of the terminated tenancy in compliance with California Civil Code sections 1945, 1946, and 1946.1; and
 - (5) the termination qualifies as a For Cause or No Fault termination, as defined in this Section; and
 - (6) for all Notices of Termination served to the Tenant after June 1, 2019, the Landlord must have registered the Dwelling Unit in accordance with Section 5.100.080 of this Chapter; and
 - (7) the Landlord has complied with the requirements listed in Section 5.100.090 of this Chapter.
- (b) For Cause Terminations. If a Landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as "For Cause." Nothing in this section shall abrogate the protections afforded to survivors of violence consistent with the California Code of Civil Procedure Section 1161.3, as amended, and the Violence Against Women Act, Public Law 102-322, as amended.

- (1) Failure to Pay Rent. Tenant failed to pay Rent within three days of receiving written notice from the Landlord demanding payment as provided in subsection 2 of California Code of Civil Procedure section 1161.
- (2) Breach of Rental Contract. Tenant violated a material term of the rental agreement as provided in subsection 3 of California Code of Civil Procedure section 1161.
- (3) Tenant Illegal Activities. Tenant has been convicted for using the Dwelling Unit for an illegal purpose as provided in subsection 4 of California Code of Civil Procedure section 1161, including but not limited to the unlawful distribution of a controlled substance as contemplated by California Civil Code section 3486, the unlawful use, manufacture, or possession of weapons and ammunition as contemplated by California Civil Code section 3485, or for of a serious crime or violent felony as defined by applicable law, which occurred during the tenancy and within 1,000 feet of the Dwelling Unit. For purposes of this subsection, Tenant Household, after receiving a written notice, may cure the violation by removing, and demonstrating such removal, of the offending Tenant.
- (4) Threat of Violent Crime. Any statement made by a Tenant, or at his or her request, by his or her agent to any person who is on the property that includes the unit or to the Landlord, or his or her agent, threatening the commission of a crime which will result in death or great bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is so unequivocal, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety.
- (5) Nuisance Behavior. The Tenant, after written notice to cease and the passage of a reasonable period of time to abate or cure, continues to be so disorderly or to cause such a nuisance as to destroy the peace, quiet, comfort, or safety of the Landlord or other Tenants of the structure or rental complex containing the Dwelling Unit. Such nuisance or disorderly conduct includes violations of state and federal criminal law that destroy the peace, quiet, comfort, or safety of the Landlord or other Tenants of the structure or rental complex containing the Dwelling Unit, or the creation or maintenance of a dangerous or unsanitary condition in violation of applicable local, state, and Federal law, and may be further defined in the regulations adopted by the Community Development Director.

- (6) Notwithstanding the limitations of California Code of Civil Procedure Section 1161.3, as amended, act or acts constituting domestic violence or sexual assault or stalking against the Tenant or a member of Tenant's household cannot form the substantial basis of a For Cause reason to terminate the tenancy of the victim of such acts. A member of a Tenant household may raise such facts as an affirmative defense to an action terminating the tenancy.
- (c) No Fault Terminations. If a Landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as "No Fault."
- (1) Landlord Will Permanently Remove Unit from Rental Market. Landlord will imminently demolish the Dwelling Unit or otherwise permanently remove the Dwelling Unit from any residential rental use or purpose, in accordance with California Government Code sections 7060 – 7060.7.
- (2) Landlord Will Move in to Dwelling Unit. Landlord, or one of Landlord's parents or children, intends to move into and reside in the Dwelling Unit as his, her, or their Primary Residence. The Dwelling Unit must be occupied as the Primary Residence within three months of the Tenant household vacating the Dwelling Unit, and the Dwelling Unit must continue to be occupied as the Primary Residence for at least one year.
- (3) Substantial Rehabilitation for Health and Safety. Landlord has obtained permits to undertake substantial repairs to the Dwelling Unit that cannot be completed while the Dwelling Unit is occupied. To qualify, such substantial repairs must be for the primary purpose of bringing the Dwelling Unit into compliance with applicable health and safety codes.
- (d) Buy-Out Agreements. Nothing in this Chapter shall expand or limit a Landlord and Tenant's ability to negotiate or agree to end a tenancy voluntarily in exchange for money or other consideration.

Section: 5.100.050 Notice of Termination.

- (a) Contents of Notice of Termination. In addition to any information required by state or federal law, each Notice of Termination subject to this Chapter must include the following information.
- (1) The name and address of the Landlord where the Landlord will accept service of process; and
- (2) The location of the Dwelling Unit; and

- (3) The total length of the notice prior to termination of tenancy (expressed as number of days from delivery of notice until the anticipated final date of tenancy); and
 - (4) The intended final date of occupancy under the tenancy; and
 - (5) The monthly Rent applicable to the tenancy upon delivery of the Notice, and, if applicable, the date on which the final monthly Rent is due; and
 - (6) The beginning date of the tenancy and monthly Rent applicable at that time; and
 - (7) One applicable cause for which the tenancy will be terminated, in accordance with Section 5.100.040.
- (b) Language of Notice of Termination. If the Tenant's rental agreement was negotiated in a language other than English, then the Landlord is obligated to provide an accurate translation of the Notice of Termination in the language in which the rental agreement was negotiated.
- (c) Delivery of Notice. Each Notice of Termination must be delivered to the Tenant Household in accordance with Civil Code sections 1946 and 1946.1, as applicable.
- (d) Copy of Notice to County. Landlords must provide a copy of the Notice of Termination to the Community Development Agency within ten days of delivery to the Tenant(s). In the event that the Landlord has identified a breach of a rental contract as a cause for the Termination as provided in Section 5.100.040(b)(2), the Landlord must attach a copy of the applicable rental agreement or contract to the Notice of Termination when submitting the Notice of Termination to the County. Notices of Termination may be submitted via the County's website for such Notices or as otherwise specified in the Guidelines.

Section: 5.100.060 Extended notice for certain No Fault terminations.

Each Tenant household whose tenancy is terminated pursuant to subsection (c)(1) of Section 5.100.040 (Landlord will permanently remove unit from rental market) must receive notice of the termination at least one hundred twenty (120) days prior to the intended final date of occupancy under the tenancy.

Section: 5.100.070 Civil remedies.

- (a) Affirmative Defense. A Landlord's failure to comply with this Chapter, including but not limited to the identification of an applicable cause for termination described in Section 5.100.040 and delivery of a completed Notice of Termination in accordance with Section 5.100.050, shall be an affirmative defense to an unlawful detainer action by Landlord.

- (b) Civil Liability. Whenever a Landlord attempts to prevent a tenant from acquiring any rights under this chapter, retaliates against a Tenant or Tenant Household for the exercise of any rights under this chapter, or engages in activities prohibited under this chapter, the Tenant, Tenant Household, or the County may institute a civil proceeding for money damages or injunctive relief, or both. This section creates a private right of action to enforce all terms, rights, and obligations under this chapter. Whoever is found to have violated this chapter shall be subject to appropriate injunctive relief and shall be liable for damages, costs and reasonable attorneys' fees, and whatever other relief the court deems appropriate. In the case of an award of damages, said award may be trebled if the trier of fact finds that the Landlord acted in knowing violation, reckless disregard, or otherwise willfully failed to comply with this chapter.
- (c) Authorization of County to Enforce the Ordinance. The County shall have the right and authority, but not the obligation, to enforce provisions of this chapter to bring actions for injunctive relief on behalf of the County or on behalf of Tenants or Tenant Households seeking compliance by Landlords with this chapter or through administrative remedy or citation.
- (d) Civil Action to Determine Liability. Any Tenant may bring a civil action to determine the applicability of this chapter to the tenancy.
- (e) Other Private Rights of Action. Nothing herein shall be deemed to interfere with the right of a Landlord to file an action against a Tenant or non-Tenant third party for the damage done to said Landlord's property. Nothing herein is intended to limit the damages recoverable by any party through a private action.

Section: 5.100.080 Rental Dwelling Unit registry.

No later than June 1, 2019, and on or before January 1 of each year thereafter, each person or entity seeking to Rent or lease one or more Dwelling Units on properties that are subject to the provisions of this Chapter to a residential Tenant must register their unit(s), using forms provided by the County. Each addition to the registry must include, at a minimum, the following information provided under penalty of perjury and certified to be true as of November 1 of the preceding year:

- (a) the name, address, and phone number of the person(s) that own the Dwelling Unit to be rented, if other than a natural person then the name of the entity and the name and address of the designated agent for service of process; and
- (b) the address of each Dwelling Unit for rent or lease; and
- (c) the number of bedrooms in each Dwelling Unit for rent or lease; and

- (d) the amount and date of the monthly Rent received for each Dwelling Unit, identifying whether the monthly Rent includes specified utilities (water/sewer, refuse/recycle, natural gas, electricity, etc.); and
- (e) the occupancy status of each Dwelling Unit (e.g. vacant or occupied); and
- (f) the address of all other Dwelling Units owned in the County; and
- (g) the Business License number applicable to each above-referenced Dwelling Unit in accordance with Chapter 5.54 of the County Code.

Section: 5.100.090 Compliance with other local regulations

In addition to the requirements of this Chapter, properties subject to the provisions of this Chapter shall also comply with all other applicable regulations, including but not necessarily limited to maintaining a valid business license and a valid Permit to Operate from Marin County Environmental Health Services Division.

Section: 5.100.100 Severability.

The provisions of this Chapter are declared to be severable. If for any reason, any section, paragraph, clause, or phrase of this Chapter or the application thereof to any person, entity, or circumstance is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, clauses or phrases.

Section: 5.100.110 Ordinance review.

This Chapter shall be reviewed by the Board of Supervisors no later than January 18, 2021, at which time the Board of Supervisors may consider revisions to this Chapter.

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WHEREAS, over thirty percent of the 26,000 households that reside in unincorporated Marin rent their homes, as identified in Section II: Housing Needs Analysis of the Marin County Housing Element 2015-2023; and

WHEREAS, it is estimated that over 2,000 households residing in unincorporated Marin have extremely low incomes, which is defined as earning approximately thirty percent of the area median income, as identified in Section II: Housing Needs Analysis of the Marin County Housing Element 2015-2023; and

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WHEREAS, there is a shortage of rental housing, including multi-family, single-family, second units, and Single Room Occupancy (SRO) units, as identified in Section II: Housing Needs Analysis of the Marin County Housing Element 2015-2023; and

WHEREAS, increasing rental prices combined with the constrained supply of rental housing in the County can result in displacement of County residents beyond the County and region if a household's tenancy is terminated without a cause, with impacts particularly affecting low- and moderate-income households; and

WHEREAS, a 2018 research project by the California Housing Partnership and U.C. Berkeley's Urban Displacement Project regarding Rising Housing Costs and Re-segregation showed that displaced households experienced greater housing costs after displacement, whether they moved within their county of origin, to a new county in the Bay Area, within the region, or out of state;¹ and

WHEREAS, the County's Rental Housing Survey released in 2015 received more than 800 tenant responses, and found that 372 (45 percent) were concerned with insecurity and instability of their rental home, and 59 percent of all respondents were worried about rent increases and/or evictions; and

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WHEREAS, the Board of Supervisors discussed just cause for eviction policies during seven workshops, held in October and December 2015, February 2016, August and December 2017, and in June and September 2018; and

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WHEREAS, just cause for eviction policies continue to allow landlords to terminate tenancies and evict tenants based on a tenant's failure to pay rent or illegal activities, a landlord's desire to withdraw the property from the rental market, and other specified reasons, while providing tenants with more stability and security; and

¹ Zuk, M., & Chapple, K. (2018). Urban Displacement Project. Retrieved from <http://www.urbandisplacement.org/research#section-132>. Published research only for San Francisco, Alameda, and Contra-Costa Counties, but presented at Non-Profit Housing Conference applied to Bay Area generally.

² Research from Anti-Eviction Mapping Projection and Tenants Together (May 2018). Retrieved from <https://www.antievictionmap.com/evictions#/unlawful-detainer-evictions-california-20142016>.

WHEREAS, just cause for eviction policies advance fair housing policy by: increasing transparency and reducing the chance that a termination of tenancy or eviction is motivated by unlawful discrimination or retaliation; specifically protecting existing tenants who are statistically more likely to be members of protected classes than homeowners in Marin County due to historical housing policies; and

WHEREAS, on September 11, 2018, the Board of Supervisors held a workshop and received public testimony on Just Cause for Eviction policies and directed staff to develop a Just Cause Ordinance, with further direction from the Affordable Housing Subcommittee of the Board; and

WHEREAS, the Board of Supervisors has identified six specific causes for which a tenancy may be terminated that balance the needs of property owners, market conditions, and protections for the renter population in the unincorporated area of the County; and

WHEREAS, the Board of Supervisors conducted duly and properly noticed public hearings on December 4 and December 18, 2018 regarding an ordinance requiring cause to terminate a residential tenancy; and

WHEREAS, the Board of Supervisors finds and determines that regulating the reasons for terminating a tenancy between certain residential landlords and residential tenants will increase certainty and fairness within the residential rental market in the County and thereby serve the public peace, health, safety, and public welfare; and

WHEREAS, Chapter 5.100 is adopted and added to the County of Marin Code of Ordinances pursuant to the County's police powers, afforded by the state constitution and state law, to protect the health, safety, and welfare of the public.

SECTION II: ACTION

The Marin County Board of Supervisors ordains as follows: Ordinance No. [] is hereby adopted and Chapter 5.100 Requiring Cause to Terminate a Residential Tenancy shall be codified in the Marin County Code of Ordinances in the form attached as Exhibit "A" to Marin County Ordinance No. [].

SECTION III: CEQA DETERMINATION

The Board of Supervisors finds that adoption of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to section 15061(b)(3) of the State CEQA Guidelines because it can be seen with certainty that there is no possibility that the adoption of this Ordinance may have a significant effect on the environment, in that this ordinance applies residential tenant protection measures to existing residential units in unincorporated areas of Marin County, which is solely an administrative process resulting in no physical changes to the environment. Accordingly, this ordinance contains

no provisions modifying the physical design, development, or construction of residences or nonresidential structures.

SECTION IV: SEVERABILITY

Every section, paragraph, clause, and phrase of this Ordinance is hereby declared to be severable. If for any reason, any section, paragraph, clause, or phrase is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, clauses or phrases.

SECTION V: EFFECTIVE DATE AND PUBLICATION

This Ordinance shall be and is hereby declared to be in full force and effect as of thirty (30) days from and after the date of its passage and shall be published once before the expiration of fifteen (15) days after its passage, with the names of the Supervisors voting for and against the same, in the Marin Independent Journal, a newspaper of general circulation published in the County of Marin.

SECTION VI: VOTE

PASSED AND ADOPTED at a regular meeting of the Board of Supervisors of the County of Marin, State of California, on this ___ day of _____ 2018 by the following vote:

AYES: SUPERVISORS

NOES:

ABSENT:

DAMON CONNOLLY, PRESIDENT
MARIN COUNTY BOARD OF SUPERVISORS

ATTEST:

Matthew H. Hymel
Clerk of the Board of Supervisors

EXHIBIT "A" TO MARIN COUNTY ORDINANCE NO. []

Marin County Code of Ordinances Chapter 5.100

Requiring Cause to Terminate a Residential Tenancy

Section: 5.100.010 Purpose and intent.

- (a) It is the purpose and intent of this Chapter to increase certainty and fairness in the residential rental market within unincorporated Marin County in order to promote the health, safety, and general welfare of residents and property owners within the County. This Chapter regulates the reason(s) for and defines certain minimum term(s) under which certain residential tenancies may be terminated by Landlords of rental Dwelling Units located within unincorporated Marin County.
- (b) The CDA Director has the authority to issue interpretations of and regulations to implement this Chapter, including the publication of form notices and other documents. All forms and notices called for to facilitate the administration and implementation of this Chapter shall be adopted by the CDA Director, with approval by the County Counsel, and included in the Guidelines.

Section: 5.100.020 Applicability.

- (a) General Application. Except as provided in Section 5.100.020(b) below, the provisions of this Chapter 5.100 shall apply to all properties in unincorporated Marin County that contain at least three: (1) Dwelling Units which contain a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling; (2) Dwelling Units in Single Room Occupancy residential structures; or (3) units in a structure that is being used for residential uses whether or not the residential use is a conforming use permitted under the Marin County Code of Ordinances, which is hired, rented, or leased to a household within the meaning of California Civil Code section 1940. This definition applies to any dwelling space that is actually used for residential purposes, including live-work spaces, whether or not the residential use is legally permitted.
- (b) Exceptions. Notwithstanding anything to the contrary above, the provisions of this Chapter 5.100 shall not apply to the following types of Dwelling Units:
 - (1) Any Dwelling Unit for which one of the following is true: (A) the Dwelling Unit is owned or operated by any government agency; or (B) the Rent is directly subsidized by a government agency such that the Tenant's portion of the Rent does not exceed 30% of household income; or
 - (2) Any Dwelling Unit located in a development where no fewer than forty-nine percent (49%) of the Dwelling Units are subject to legally binding restrictions

enforceable against and/or governing such units that limit the Rent to no more than an affordable rent, as such term is defined in California Health & Safety Code Section 50053; or

(3) Any residential accessory dwelling unit or junior accessory dwelling unit, each as defined in Marin County Development Code Chapter 22.56; or _____

(4) Any Dwelling Unit occupied by a Tenant employed by the Landlord for the purpose of managing the property.

Section: 5.100.030 Definitions.

For the purpose of this Chapter, the following words and phrases shall mean:

- (a) "County" means the County of Marin.
- (b) "CDA Director" means the County of Marin Community Development Agency Director or his or her designee unless otherwise specified.
- (c) "Dwelling Unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household as defined in California Civil Code section 1940 and the Marin County Code.
- (d) "For Cause" termination has the meaning provided in subsection (b) of Section 5.100.040.
- (e) "Guidelines" means any written regulations for the administration and implementation of this Chapter adopted by the CDA Director.
- (f) "Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive Rent for the use and occupancy of any Dwelling Unit or portion thereof.
- (g) "No Fault" termination has the meaning provided in subsection (c) of Section 5.100.040.
- (h) "Notice of Termination" means a written notice that includes all of the components identified in Section 5.100.050.
- (i) "Primary Residence" means a Dwelling Unit that an owner occupies as a primary residence, as evidenced by the Dwelling Unit qualifying for a homeowner's property tax exemption.
- (j) "Rent" means the consideration, including any funds, labor, bonus, benefit, or gratuity, demanded or received by a Landlord for or in connection with the use and occupancy of a Dwelling Unit and the Housing Services provided therewith, or for the assignment of a rental agreement for a Dwelling Unit.

- (k) "Tenant" means a person entitled by written or oral agreement, or by sufferance, to the use or occupancy of a Dwelling Unit.
- (l) "Tenant Household" means all Tenant(s) who occupy any individual Dwelling Unit, and each minor child, dependent, spouse or registered domestic partner of any Tenant whose primary residence is the Dwelling Unit.

Section: 5.100.040 Cause required to terminate tenancy.

- (a) Prerequisites to terminate. No Landlord may terminate a residential tenancy of a Dwelling Unit unless the Landlord can demonstrate:
 - (1) the Landlord possesses a valid Business License in accordance with Chapter 5.54 of the County Code; and
 - (2) the Landlord has previously provided the Tenant with the Notice of Tenant Rights as required by County Code Section 5.95.080, or can otherwise demonstrate timely, good faith substantial compliance with the noticing requirements listed herein; and
 - (3) the Landlord served a Notice of Termination to the Tenant, in the form required by County Code Section 5.100.050, and that the Landlord delivered a true and accurate copy of the Notice of Termination to the CDA Director within ten (10) calendar days of delivery to the Tenant(s); and
 - (4) the Landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the Dwelling Unit beyond the term of the terminated tenancy in compliance with California Civil Code sections 1945, 1946, and 1946.1; and
 - (5) the termination qualifies as a For Cause or No Fault termination, as defined in this Section; and
 - (6) for all Notices of Termination served to the Tenant after June 1, 2019, the Landlord must have registered the Dwelling Unit in accordance with Section 5.100.080 of this Chapter; and
 - (7) the Landlord has complied with the requirements listed in Section 5.100.090 of this Chapter.
- (b) For Cause Terminations. If a Landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as "For Cause." Nothing in this section shall abrogate the protections afforded to survivors of violence consistent with the California Code of Civil Procedure Section 1161.3, as amended, and the Violence Against Women Act, Public Law 102-322, as amended.

- (1) Failure to Pay Rent. Tenant failed to pay Rent within three days of receiving written notice from the Landlord demanding payment as provided in subsection 2 of California Code of Civil Procedure section 1161.
- (2) Breach of Rental Contract. Tenant violated a material term of the rental agreement as provided in subsection 3 of California Code of Civil Procedure section 1161.
- (3) Tenant Illegal Activities. Tenant has been convicted for using the Dwelling Unit for an illegal purpose as provided in subsection 4 of California Code of Civil Procedure section 1161, including but not limited to the unlawful distribution of a controlled substance as contemplated by California Civil Code section 3486, the unlawful use, manufacture, or possession of weapons and ammunition as contemplated by California Civil Code section 3485, or for of a serious crime or violent felony as defined by applicable law, which occurred during the tenancy and within 1,000 feet of the Dwelling Unit. For purposes of this subsection, Tenant Household, after receiving a written notice, may cure the violation by removing, and demonstrating such removal, of the offending Tenant.
- (4) Threat of Violent Crime. Any statement made by a Tenant, or at his or her request, by his or her agent to any person who is on the property that includes the unit or to the Landlord, or his or her agent, threatening the commission of a crime which will result in death or great bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is so unequivocal, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety.
- (5) Nuisance Behavior. The Tenant, after written notice to cease and the passage of a reasonable period of time to abate or cure, continues to be so disorderly or to cause such a nuisance as to destroy the peace, quiet, comfort, or safety of the Landlord or other Tenants of the structure or rental complex containing the Dwelling Unit. Such nuisance or disorderly conduct includes violations of state and federal criminal law that destroy the peace, quiet, comfort, or safety of the Landlord or other Tenants of the structure or rental complex containing the Dwelling Unit, or the creation or maintenance of a dangerous or unsanitary condition in violation of applicable local, state, and Federal law, and may be further defined in the regulations adopted by the Community Development Director.

- (6) Notwithstanding the limitations of California Code of Civil Procedure Section 1161.3, as amended, act or acts constituting domestic violence or sexual assault or stalking against the Tenant or a member of Tenant's household cannot form the substantial basis of a For Cause reason to terminate the tenancy of the victim of such acts. A member of a Tenant household may raise such facts as an affirmative defense to an action terminating the tenancy.
- (c) No Fault Terminations. If a Landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as "No Fault."
- (1) Landlord Will Permanently Remove Unit from Rental Market. Landlord will imminently demolish the Dwelling Unit or otherwise permanently remove the Dwelling Unit from any residential rental use or purpose, in accordance with California Government Code sections 7060 – 7060.7.
 - (2) Landlord Will Move in to Dwelling Unit. Landlord, or one of Landlord's parents or children, intends to move into and reside in the Dwelling Unit as his, her, or their Primary Residence. The Dwelling Unit must be occupied as the Primary Residence within three months of the Tenant household vacating the Dwelling Unit, and the Dwelling Unit must continue to be occupied as the Primary Residence for at least one year.
 - (3) Substantial Rehabilitation for Health and Safety. Landlord has obtained permits to undertake substantial repairs to the Dwelling Unit that cannot be completed while the Dwelling Unit is occupied. To qualify, such substantial repairs must be for the primary purpose of bringing the Dwelling Unit into compliance with applicable health and safety codes.
- (d) Buy-Out Agreements. Nothing in this Chapter shall expand or limit a Landlord and Tenant's ability to negotiate or agree to end a tenancy voluntarily in exchange for money or other consideration.

Section: 5.100.050 Notice of Termination.

- (a) Contents of Notice of Termination. In addition to any information required by state or federal law, each Notice of Termination subject to this Chapter must include the following information.
- (1) The name and address of the Landlord where the Landlord will accept service of process; and
 - (2) The location of the Dwelling Unit; and

- (3) The total length of the notice prior to termination of tenancy (expressed as number of days from delivery of notice until the anticipated final date of tenancy); and
 - (4) The intended final date of occupancy under the tenancy; and
 - (5) The monthly Rent applicable to the tenancy upon delivery of the Notice, and, if applicable, the date on which the final monthly Rent is due; and
 - (6) The beginning date of the tenancy and monthly Rent applicable at that time; and
 - (7) One applicable cause for which the tenancy will be terminated, in accordance with Section 5.100.040.
- (b) Language of Notice of Termination. If the Tenant's rental agreement was negotiated in a language other than English, then the Landlord is obligated to provide an accurate translation of the Notice of Termination in the language in which the rental agreement was negotiated.
- (c) Delivery of Notice. Each Notice of Termination must be delivered to the Tenant Household in accordance with Civil Code sections 1946 and 1946.1, as applicable.
- (d) Copy of Notice to County. Landlords must provide a copy of the Notice of Termination to the Community Development Agency within ten days of delivery to the Tenant(s). In the event that the Landlord has identified a breach of a rental contract as a cause for the Termination as provided in Section 5.100.040(b)(2), the Landlord must attach a copy of the applicable rental agreement or contract to the Notice of Termination when submitting the Notice of Termination to the County. Notices of Termination may be submitted via the County's website for such Notices or as otherwise specified in the Guidelines.

Section: 5.100.060 Extended notice for certain No Fault terminations.

Each Tenant household whose tenancy is terminated pursuant to subsection (c)(1) of Section 5.100.040 (Landlord will permanently remove unit from rental market) must receive notice of the termination at least one hundred twenty (120) days prior to the intended final date of occupancy under the tenancy.

Section: 5.100.070 Civil remedies.

- (a) Affirmative Defense. A Landlord's failure to comply with this Chapter, including but not limited to the identification of an applicable cause for termination described in Section 5.100.040 and delivery of a completed Notice of Termination in accordance with Section 5.100.050, shall be an affirmative defense to an unlawful detainer action by Landlord.

- (b) Civil Liability. Whenever a Landlord attempts to prevent a tenant from acquiring any rights under this chapter, retaliates against a Tenant or Tenant Household for the exercise of any rights under this chapter, or engages in activities prohibited under this chapter, the Tenant, Tenant Household, or the County may institute a civil proceeding for money damages or injunctive relief, or both. This section creates a private right of action to enforce all terms, rights, and obligations under this chapter. Whoever is found to have violated this chapter shall be subject to appropriate injunctive relief and shall be liable for damages, costs and reasonable attorneys' fees, and whatever other relief the court deems appropriate. In the case of an award of damages, said award may be trebled if the trier of fact finds that the Landlord acted in knowing violation, reckless disregard, or otherwise willfully failed to comply with this chapter.
- (c) Authorization of County to Enforce the Ordinance. The County shall have the right and authority, but not the obligation, to enforce provisions of this chapter to bring actions for injunctive relief on behalf of the County or on behalf of Tenants or Tenant Households seeking compliance by Landlords with this chapter or through administrative remedy or citation.
- (d) Civil Action to Determine Liability. Any Tenant may bring a civil action to determine the applicability of this chapter to the tenancy.
- (e) Other Private Rights of Action. Nothing herein shall be deemed to interfere with the right of a Landlord to file an action against a Tenant or non-Tenant third party for the damage done to said Landlord's property. Nothing herein is intended to limit the damages recoverable by any party through a private action.

Section: 5.100.080 Rental Dwelling Unit registry.

No later than June 1, 2019, and on or before January 1 of each year thereafter, each person or entity seeking to Rent or lease one or more Dwelling Units on properties that are subject to the provisions of this Chapter to a residential Tenant must register their unit(s), using forms provided by the County. Each addition to the registry must include, at a minimum, the following information provided under penalty of perjury and certified to be true as of November 1 of the preceding year:

- (a) the name, address, and phone number of the person(s) that own the Dwelling Unit to be rented, if other than a natural person then the name of the entity and the name and address of the designated agent for service of process; and
- (b) the address of each Dwelling Unit for rent or lease; and
- (c) the number of bedrooms in each Dwelling Unit for rent or lease; and

- (d) the amount and date of the monthly Rent received for each Dwelling Unit, identifying whether the monthly Rent includes specified utilities (water/sewer, refuse/recycle, natural gas, electricity, etc.); and
- (e) the occupancy status of each Dwelling Unit (e.g. vacant or occupied); and
- (f) the address of all other Dwelling Units owned in the County; and
- (g) the Business License number applicable to each above-referenced Dwelling Unit in accordance with Chapter 5.54 of the County Code.

Section: 5.100.090 Compliance with other local regulations

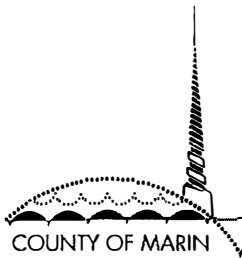
In addition to the requirements of this Chapter, properties subject to the provisions of this Chapter shall also comply with all other applicable regulations, including but not necessarily limited to maintaining a valid business license and a valid Permit to Operate from Marin County Environmental Health Services Division.

Section: 5.100.100 Severability.

The provisions of this Chapter are declared to be severable. If for any reason, any section, paragraph, clause, or phrase of this Chapter or the application thereof to any person, entity, or circumstance is held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, clauses or phrases.

Section: 5.100.110 Ordinance review.

This Chapter shall be reviewed by the Board of Supervisors no later than January 18, 2021, at which time the Board of Supervisors may consider revisions to this Chapter.



COMMUNITY DEVELOPMENT AGENCY
HOUSING AND FEDERAL GRANTS DIVISION

Brian C. Crawford
DIRECTOR

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Code Enforcement
GIS
Federal Grants

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December 4, 2018

Board of Supervisors
County of Marin
3501 Civic Center Drive
San Rafael, California 94903

SUBJECT: Ordinance requiring cause to terminate a residential tenancy (Just Cause for eviction).

Dear Board Members:

RECOMMENDATION:

1. Conduct a public hearing on the attached draft ordinance requiring cause to terminate a residential tenancy (Just Cause for eviction); and
2. At the conclusion of the hearing, consider conducting a first reading of the Ordinance and scheduling a merit hearing for December 18, 2018.

SUMMARY: At the Board of Supervisors hearing on September 11, 2018, your Board held a public workshop to consider establishing new rules prescribing the reasons that landlords in the unincorporated County may evict tenants. These types of rules are adopted by ordinance and are typically referred to as "Just Cause" for eviction. Although Just Cause policies have been generally discussed during prior Board hearings on housing policy initiatives, the workshop offered an opportunity for in-depth review and discussion of considerations for and arguments against optional provisions. Prior to the conclusion of workshop, the Board directed staff to prepare a draft Just Cause ordinance for consideration at a future public hearing. The draft Ordinance (Attachment 1) was prepared by staff following a series of meetings with the Board's Housing Subcommittee that followed the September workshop. A draft of the Ordinance was circulated on November 16, 2018 for public review and comment.

BACKGROUND: Just Cause for eviction is one of several tenant protection and affordable housing measures identified by the Board of Supervisors for review in early 2016.¹ Since that time, the Board has set aside funding to support the acquisition and development of affordable housing, authorized financial incentives to landlords who choose to rent to housing voucher holders,² adopted a Fair Housing Ordinance (Source of Income Protection)³, established the Rental Housing Dispute Resolution ("Mandatory Mediation")⁴ program, and approved code amendments to encourage the creation of accessory dwellings.⁵ The Board also endorsed enhancements to the

¹ The Board of Supervisors developed a work plan to preserve housing affordability and prevent displacement at a hearing on February 9, 2016.

² The Landlord Partnership Program was established, amended, and renewed at Board of Supervisors hearings on July 26, 2016, August 1, 2017, and August 7, 2018 respectively.

³ Marin County Municipal Code Chapter 5.53, "Income-based rental housing discrimination."

⁴ Marin County Municipal Code Chapter 5.95, "Rental housing dispute resolution."

⁵ Marin County Ord. No. 3666

Environmental Health Services (EHS) multi-family housing inspection program to strengthen the County's oversight and enforcement of environmental health regulations.⁶

In addition, education and outreach have been a focus for Community Development Agency staff on both the proposed Just Cause Ordinance and the Mandatory Mediation program. Outreach efforts include community and stakeholder meetings, and distribution of outreach materials to over 1,900 subscribers. Agency staff have been providing public information by responding to numerous inquiries from the landlord and tenant communities. The District Attorney's Consumer Protection Unit continues to offer mediation and education for both landlords and tenants.

Under California law, landlords have the legal right to terminate a periodic tenancy without reason so long as they furnish the tenant proper written notice of termination. For a written notice of termination to be legally sufficient under State law, a residential tenant living in a home for less than one year must be provided with at least 30-days' written notice; the termination of a tenancy where the tenant has resided in a home for one year or more must be noticed at least 60 days in advance. Landlords can also serve tenants with a three-day written eviction notice for any cause consistent with the California Code of Civil Procedure §1161, such as non-payment of rent or violation of a covenant in the lease. In addition, the Ellis Act⁷ allows Californians to withdraw their property from the residential rental market.

Just Cause policies are intended to provide stability for households who rent by regulating the grounds for eviction, typically by prohibiting termination of a residential tenancy without express reason. These policies serve to promote greater awareness of the rights and responsibilities of landlords and tenants and provide a clear and transparent process for evictions and lease terminations,⁸ particularly when rental agreements do not exist or lack specificity.

In California jurisdictions with Just Cause ordinances, landlords have commonly maintained the right to evict tenants who fail to pay rent, breach material terms of the rental agreement, or commit nuisance, , or damage to the property. Additionally, landlords may "go out of business" by withdrawing buildings with residential units from the rental market. Landlords are also free to set and adjust rents through rental agreements without predetermined limits. Despite the rights landlords retain under Just Cause ordinances, landlords and rental property owners may view Just Cause ordinances as being cumbersome to the current eviction process, in which a landlord only has to provide notice to initiate termination of a tenancy. Some landlords and rental property owners have expressed concerns that the limits on evictions established by Just Cause regulations may discourage investment in rental property, increase operating costs and rental prices, and make it more difficult to remove problematic tenants. Landlords have also expressed concern that adoption of a Just Cause ordinance could foretell a future rent stabilization ordinance. Landlord organizations also point to existing laws that protect renters from arbitrary or

⁶ The Board of Supervisors approved enhancements to the County's multi-unit housing inspection program at a public workshop on September 11, 2018.

⁷ California Government Code §7060-7060.7

⁸ A formal eviction occurs when a landlord obtains a court order to terminate a tenancy and remove a tenant from the rental unit. The court order may affect the ability of a tenant to relocate since landlord's screen rental applicants through court records. Lease terminations are a less-formal means of ending a tenancy by non-renewal of the lease.

unreasonable evictions. For example, State law prohibits renters from being evicted in retaliation for exercising protected rights such as filing a complaint about unsafe or unhealthy living conditions.

DISCUSSION: Owners of property subject to the draft Ordinance may evict tenants for reasons enumerated and established in the ordinance. These reasons fall into two categories: "For Cause" and "No Cause" evictions.

In the first category for Just Causes, "For Cause," a residential tenancy can be terminated if an owner or landlord demonstrates any of the circumstances defined in §5.10.040(b), including:

- Failure to pay rent;
- Breach of the rental contract; and
- The tenant uses the unit for illegal activities.

The breach of rental contract eviction may be invoked in various circumstances under which the landlord has specified responsibilities and acceptable behavior of the tenant in the rental agreement.

In the second category of Just Causes, reasons for "No Fault" terminations include:

- Landlord will permanently remove the unit from the rental market;
- Landlord or family member will move in to the unit; and
- Landlord will make substantial repairs to the unit that cannot be completed while the unit is occupied.

To maintain flexibility for property owners, the draft Ordinance also allows for landlords and tenants to negotiate or agree to end a tenancy voluntarily (§5.100.040(d)).

Several other aspects of the draft Just Cause Ordinance discussed below were the focus of discussions with the Housing Subcommittee.

The appropriate threshold for applying Just Cause (§5.100.020 and §5.100.030)

Applicability defines the rental properties subject to and exempt from the Ordinance, as well as the overall reach of the Ordinance within the rental market.

At the September workshop, the Board of Supervisors expressed interest in developing exemptions for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs), and for owners of rental properties with limited numbers of rental units, as such owners may have fewer assets over which to absorb risks associated with the rental housing market.

The draft Ordinance contains exemptions for ADUs and JADUs. The Housing Subcommittee considered two ways of defining applicability by number of rental units:

1. The total number of units owned by a landlord, including multiple properties under common ownership within the unincorporated County; or
2. The number of units on a single property within the unincorporated County.

With the goal of creating a model ordinance that could be implemented by other Marin cities and towns, the draft Ordinance proposes to apply Just Cause provisions to

individual properties with three or more rental units, rather than the total number of rental units on multiple properties under common ownership. This definition of applicability aligns with that used by EHS to determine what properties are subject to its multi-family housing code inspections program.

Since single-family residences and duplexes constitute approximately 64% and 3%⁹ of the housing stock in the unincorporated County respectively, the above exemptions would limit applicability to a relatively small percentage of the overall rental housing market. More detailed estimates are available in Attachment 2.

Collection of rental data, scope and method (§ 5.100.050 and § 5.100.055).

In recent years, the Board of Supervisors and a variety of stakeholder groups participating in conversations about the affordable housing crisis have expressed an interest in collecting quality, localized data to inform discussions and decisions around housing policy. Records regarding the number of evictions ordered through unlawful detainers issued by the Marin County Superior Court are shown in Attachment 2. However, this information does not include the non-renewal of leases or rental agreements terminated through 30 or 60-day notices pursuant to State law.

To enhance the accuracy and timeliness of data on the rental market within the unincorporated County, a local tool for collecting information is being proposed to document and report on such factors as evictions, non-renewal of leases and adjustment of rental rates. The proposed Ordinance includes two means of collecting data. First, owners of property subject to the Ordinance would be required to send a copy of the Notice of Termination for a lease or rental agreement to the County, listing one or more causes for which the tenancy is being terminated. The draft Ordinance would also establish a new rental registry, which as proposed, would collect information annually on the number of rental units, ownership, location, occupancy status and rental rates for properties subject to the Ordinance. The Housing Subcommittee did not reach a consensus on the question of whether to collect information on rental rates through the registry and Notice of Termination.

The registry could be primarily hosted online, with fillable PDFs and hardcopy forms available as reasonable accommodations. To limit redundant data entry for landlords, the registry would have secure login accounts for landlords to allow data to be carried forward in renewal applications. This would reduce the administrative burden for landlords, who would need only to delete or add units as they are sold or acquired, update information on rents and occupancy, or adjust their information and credentials as necessary. The County's secure server would host the online database as well as the Notice of Termination, which would feature similar provisions for reasonable accommodations. To allow enough lead time for landlords to comply with the registry provisions, an online registry could be released by April 1, 2019, with landlords being required to register their units by June 1, 2019.

The proposed registry does not authorize the collection of any tenant identification data, such as name or contact information. In the Notice of Termination, a tenant may only be identified through the information provided on a lease agreement, and then

⁹ U.S. Census Bureau. (2016). *Tenure by Units in Structure, 2012-2016 American Community Survey 5-year estimates*. Retrieved from <https://factfinder.census.gov>. These estimates do not consider households living in mobile homes, boats, RVs, vans, etc. as those identifiers are insufficient to determine the applicability of this draft ordinance.

only in instances where a landlord proposes to terminate a tenancy for breach of contract, in which case a copy of the corresponding lease is required for documentation. Identifying information provided in the lease will not be searchable in the database and unredacted leases will not be available to the public.

Enforcement of the Ordinance (§ 5.100.080 and § 5.100.090).

The draft Ordinance includes a provision for civil remedy procedures and creates a private right of action for enforcement. Accordingly, if a landlord fails to comply with the Ordinance, including through issuing an eviction notice which is inconsistent with the For Cause or No Fault provisions enumerated by the Ordinance, a tenant may initiate civil proceedings for monetary damages, injunctive relief, or both. A tenant may also challenge the validity of a lease termination. The Ordinance requires that landlords must have a valid business license, comply with Environmental Health housing inspection requirements, register their unit and provide a copy of the termination notice to the County for a termination to be valid.

CONCLUSION: The draft Ordinance is intended to provide stability to the renter community while retaining the rights of landlords to evict tenants based on clearly defined and reasonable justifications. If your Board decides the draft Ordinance is sufficient to be considered for adoption, the Board should conduct a first reading of the draft Ordinance at your December 4, 2018 hearing and schedule a merit hearing for the draft Ordinance for the Board's December 18, 2018 hearing at 1:30 p.m.

REVIEWED BY:

- | | |
|--|---|
| <input type="checkbox"/> Auditor Controller | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> County Counsel | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Human Resources | <input checked="" type="checkbox"/> N/A |

Respectfully submitted,

Fol Leelee Thomas
Planning Manager

Brian C. Crawford
Director

Attachments:

1. Draft housing ordinance requiring cause to terminate a residential tenancy ("Just Cause for eviction")
2. Rental housing data
3. Staff Report September 11, 2018
4. Administrative record (comments received)

A full reference copy of this staff report and associated attachments will become available for public review at the Board of Supervisors office, 3501 Civic Center Drive, Suite 329 (8:00 a.m. to 5:00 p.m., Monday through Friday) and at the Community Development Agency, Planning Division, 3501 Civic Center Drive, Suite 308 (8:00 a.m. to 4:00 p.m., Monday through Thursday, closed Fridays).

Attachment 2: Rental housing data

Table A: Number and percent total of housing units by number of units¹

Unincorporated County			
No. of units on property	No. properties	Total no. housing units	Percent total of all housing units
1	21,208	21,208	76.9%
2	1,486	2,972	10.8%
1 or 2	22,694	24,180	87.7%
3	111	333	1.2%
4	53	212	0.8%
5 - 9	60	397	1.4%
10 - 14	22	256	0.9%
15 - 19	6	97	0.4%
20 - 24	10	218	0.8%
25 - 49	14	449	1.6%
50 - 99	7	446	1.6%
100 - 149	3	345	1.3%
150 - 199	1	198	0.7%
200 - 249	2	450	1.6%
3 - 249	289	3,401	12.3%
Total	22,983	27,581	-

Table B: Tenure by number of units on property²

	Marin County		Unincorporated County	
	Estimate	Percent of total	Estimate	Percent of total
Total	104,400		25,888	
Owner-occupied housing units	66,200	63.4%	17,961	69.4%
1	60,485	57.9%	17,222	66.5%
2	771	0.8%	117	0.5%
3 or 4	924	0.9%	103	0.4%
5+	2,652	2.5%	157	0.6%
Mobile home	1,167	1.1%	230	0.9%
Boat, RV, van, etc.	201	0.2%	132	0.5%
Renter-occupied housing units	38,200	36.6%	7,927	30.6%
1	13,396	12.8%	4,147	16.0%
2	2,423	2.3%	453	1.7%
3 or 4	3,764	3.6%	617	2.4%
5+	18,215	17.5%	2,603	10.1%
Mobile home	269	0.3%	27	0.1%
Boat, RV, van, etc.	133	0.1%	80	0.3%

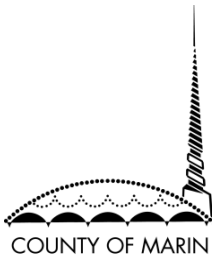
¹ County of Marin Assessor's Office.

² U.S. Census Bureau. (2016). *Tenure by Units in Structure, 2012-2016 American Community Survey 5-year estimates*. Retrieved from <https://factfinder.census.gov>.

Table C: Number of unlawful detainer filings by year³

Year	Total case filings
2016	371
2017	341
(January 1 – May 31 only) 2018	141

³ Marin County Superior Court. (June 2018).



COMMUNITY DEVELOPMENT AGENCY
HOUSING AND FEDERAL GRANTS DIVISION

Administrative record (comments received)

This attachment includes pertinent public correspondence received by Housing and Federal Grants Division staff as of 12:00 PM on November 28, 2018. Further correspondence submitted after this deadline will be distributed by the Clerk of the Board as an addendum to the Board packet.



2 Harbor Point Drive
Mill Valley, CA 94941
tel 415.383.1777
fax 415.383.6738
www.harbor-point.com

Supervisor Dennis Rodoni
Marin Board of Supervisors
Marin Civic Center
3501 Civic Center Dr., Suite 329
San Rafael, CA 94903

Dear Supervisor Rodoni

October 3, 2018

I am writing you as an owner of The Harbor Point Apartments consisting of 220 units and a full service tennis and fitness club.

The reason for this letter is to ask each of the Supervisors to take a longer and more diverse look at the "just cause" action recently endorsed by several members of this Board of Supervisors.

If the just cause legislation is drafted using only the three reasons stated in the Independent Journal as the only just causes for eviction then a disaster awaits this board, the renters of unincorporated Marin and all apartment owners and managers.

I have attached an addendum to this letter, created by our property manager with 30 years of property management experience, outlining just some of the many reasons a tenant should be evicted. If owners and managers cannot use eviction as a tool to keep tenants from abusing their neighbors and the property then it will fall back on the county to deal with angry property owners and their affected tenants.

Most tenants are kind, responsible and considerate of their neighbors and the property they occupy. But there are always those who feel entitled to play their music too loud, not comply with a 10PM quiet time rule, make unwanted remarks to neighbors and their guests, have alcohol or drug issues, smoke in or just outside their units, leave unsightly messes on their decks or in front of their units, leave non running vehicles in their designated parking spaces, loudly and often physically abuse their spouse, partner or child. No legislation can properly address all the issues that make eviction a valid course of action for property owners to protect their property and other innocent tenants.

It would seem to me that this Board should be protecting the rights of the majority of tenants that occupy rental property in a civil and responsible way and not create legislation that will ultimately result in them having to move or endure their irresponsible neighbors.

I will say that no tenant should be evicted for bringing a landlord to mediation in accordance with the current program for such disputes. This aspect of Just cause makes sense and should be a part of tenant protections moving forward.

That said, every rule, every regulation, every “control” will drive another developer away from our county and our housing stock will continue to contract and deteriorate. This Board should be, instead, focusing on what measures it can take to ENCOURAGE development of rental apartments and should be addressing public/private partnerships in building affordable housing on county property, unused and obsolete industrial property, under used parking lots and any other vacant or underutilized land.

Feel free to contact me at rayw@harbor-point.com or my office at 415-389-7266.

Very respectfully yours,

A handwritten signature in cursive script that reads "Ray Kaliski".

Ray Kaliski
General Partner
Harbor Point Apartments

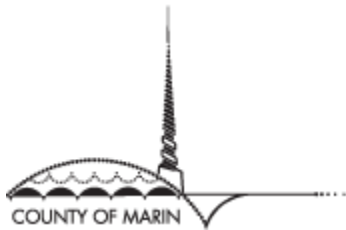
La Rue, Debbi

From: La Rue, Debbi
Sent: Wednesday, November 21, 2018 6:49 AM
To: David Kessell
Subject: RE: Request clarification of draft Just Cause Ordinance and one comment

Thank you for your comment and questions, David. They will be submitted to the Board of Supervisors as part of the administrative record for the hearing on December 4, 2018.

Please find responses to your questions provided below, in italics.

Regards,



Debbi La Rue, AICP
PLANNER
Housing and Federal Grants Division

County of Marin
Community Development Agency
3501 Civic Center Drive, Suite 303
San Rafael, CA 94903
415 473 7309 T
CRS Dial 711

From: David Kessell <kessell@gmail.com>
Sent: Friday, November 16, 2018 9:29 PM
To: La Rue, Debbi <DLaRue@marincounty.org>
Subject: Request clarification of draft Just Cause Ordinance and one comment

One comment/request for the Board:

Eliminate the exception Section 5(b(1)A - (1) Any Dwelling Unit for which one of the following is true: (A) the Dwelling Unit is owned or operated by any government agency;

Reasoning: Twofold: The impact and benefit to the tenant is indifferent as to whether the unit is privately owned or government owned, the government as as much or more resources and capability to manage the landlord impact as do non-governmental landlords.

Questions - the answers to these questions may lead to input for the board, possibly only to be clearer in the ordinance.

- Are all single family residences (dwellings) exempt from the rules

The draft ordinance applies only to properties with three or more dwelling units.

- a) Are all units where living unit facilities (e.g. bathroom, kitchen, or living area) shared with the owner exempt from the rules. 2b) If yes, is there any limit to the number of such shared use units (typically separate bedrooms within a Marin home).

While the draft ordinance provides no categorical owner-occupancy exclusion for properties, Accessory Dwelling Units and Junior Accessory Dwelling Units are excluded, as are properties with less than three dwelling units.

- Are dwellings with two or less rental units which share facilities (e.g. bathrooms, kitchen or living area) exempt whether or not the owner resides in the dwelling.

The draft ordinance applies only to properties with three or more dwelling units and contains no specific categorical exclusion related to owner-occupancy or owner use of facilities. Additionally, the draft ordinance provides the following definition of a Dwelling Unit:

"Dwelling Unit" means a structure or the part of a structure that is used as a home, residence, or sleeping place by one person who maintains a household or by two or more persons who maintain a common household as defined in California Civil Code section 1940 and the Marin County Code.

- What is the definition of a property in 5(a) - Except as provided in Section 5.100.020(b) below, the provisions of this Chapter 5.100 shall apply to all properties in unincorporated Marin County that contain at least three:

I'm not following this citation - would you please clarify the reference?

- Under the proposed ordinance is failure to vacate at the end of a lease period (e.g. one year or month to month after that) a just cause?

Under the draft ordinance, a landlord could terminate a tenancy for the reasons listed in sections 5.100.040(b) - (d). Mandatory vacation at the end of a lease period is not listed as grounds for a for-cause or no-fault eviction, which is sometimes called a lease termination in the situation you describe.

- Under the proposed ordinance is failure to agree to a new lease at the expiration/end of an existing lease just cause for termination. (where the new offered lease may or may not include a rent increase).

The draft ordinance allows for a tenant to refuse modified lease terms and voluntarily relocate. It does not allow for a landlord to terminate a tenancy for any reason beyond those defined in sections 5.100.040(b) - (d).

Please confirm receipt and when I should expect an answer.

I am not at all clear that I can personally attend the Dec 4 or Dec 18 meetings. In any event, written input is more likely to be clearly understood than verbal.

Thank you.

David Kessell

email:kesseld@gmail.com

<http://www.linkedin.com/in/davidkessell>

(H) 415 388 0237

(C) 415 706 5031

(F) 866 505 3854

Mill Valley, CA 94941-3780

La Rue, Debbi

From: Suzanne Sadowsky <suzannesadowsky@comcast.net>
Sent: Monday, November 19, 2018 5:04 PM
To: La Rue, Debbi
Subject: Re: Just Cause Ordinance Question

Follow Up Flag: Follow up
Flag Status: Completed

Thank you, Debbi!
That's why we need better and more accurate Census data.

Suzanne

Sent from XFINITY Connect App

----- Original Message -----

From: La Rue, Debbi
To: Suzanne Sadowsky
Sent: November 19, 2018 at 4:58 PM
Subject: RE: Just Cause Ordinance Question

Hi Suzanne,

That's what the American Community Survey suggests, although there is always some margin of error in any survey. This may be one of those unfortunate situations in which we can't know *precisely* what, where, and how many properties are subject until an ordinance is adopted, since the registry mandated by the ordinance is the tool that would be used to identify them.

Best,

Debbi

From: Suzanne Sadowsky <suzannesadowsky@comcast.net>
Sent: Monday, November 19, 2018 2:17 PM
To: La Rue, Debbi <DLaRue@marincounty.org>
Subject: RE: Just Cause Ordinance Question

Thanks, Debbie
So the draft ordinance would not apply to any rentals in Woodacre and less than half of the rentals in Unincorporated Marin. Is that right?

Suzanne

From: La Rue, Debbi <DLaRue@marincounty.org>
Sent: Monday, November 19, 2018 12:06 PM

To: Suzanne Sadowsky <suzannesadowsky@comcast.net>

Subject: RE: Just Cause Ordinance Question

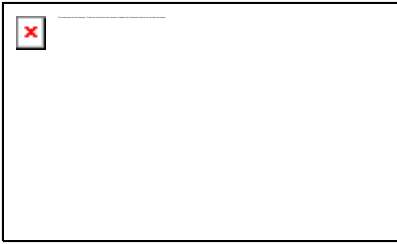
Hi Suzanne,

Your interpretation that the draft ordinance would not apply a Just Cause for eviction policy to properties with less than three dwelling units, and that it also categorically excludes ADUs and JADUs, is correct.

Please find 2016 5-Year American Community Survey estimates for Woodacre and a few neighboring communities summarized in the chart below. Because many rental properties are owned by corporations, and because the owners of the corporations are not required to disclose their indirect ownership, the County is not able to provide any sort of authentic analysis of residential real estate portfolios. If the Board chooses to move forward with the draft ordinance in its current form, the County will be able to track ownership of properties with three or more units, which would allow it to better understand the tenor of the market for those properties.

	Marin County, California		UNINCORPORATED Marin County, California		Fairfax town, California		Lucas Marin Califo
	Estimate	Percent of Total	Estimate	Percent of Total	Estimate	Percent of Total	Estim
Total:	104,400		25888		3,294		2,379
Owner-occupied housing units:	66,200	63.4%	17961	69.4%	2,214	67.2%	1,991
1, detached	54,969	52.7%	16356	63.2%	1,916	58.2%	1,706
1, attached	5,516	5.3%	866	3.3%	121	3.7%	256
2	771	0.7%	117	0.5%	107	3.2%	0
3 or 4	924	0.9%	103	0.4%	26	0.8%	16
5 to 9	951	0.9%	63	0.2%	44	1.3%	13
10 to 19	570	0.5%	53	0.2%	0	0.0%	0
20 to 49	541	0.5%	18	0.1%	0	0.0%	0
50 or more	590	0.6%	23	0.1%	0	0.0%	0
Mobile home	1,167	1.1%	230	0.9%	0	0.0%	0
Boat, RV, van, etc.	201	0.2%	132	0.5%	0	0.0%	0
Renter-occupied housing units:	38,200	36.6%	7927	30.6%	1,080	32.8%	388
1, detached	10,317	9.9%	3582	13.8%	413	12.5%	206
1, attached	3,079	2.9%	565	2.2%	92	2.8%	110
2	2,423	2.3%	453	1.7%	111	3.4%	0
3 or 4	3,764	3.6%	617	2.4%	51	1.5%	72
5 to 9	5,195	5.0%	734	2.8%	13	0.4%	0
10 to 19	4,679	4.5%	757	2.9%	17	0.5%	0
20 to 49	4,597	4.4%	848	3.3%	194	5.9%	0
50 or more	3,744	3.6%	264	1.0%	147	4.5%	0
Mobile home	269	0.3%	27	0.1%	42	1.3%	0
Boat, RV, van, etc.	133	0.1%	80	0.3%	0	0.0%	0

Regards,



Debbi La Rue, AICP
PLANNER
Housing and Federal Grants Division

County of Marin
Community Development Agency
3501 Civic Center Drive, Suite 303
San Rafael, CA 94903
415 473 7309 T
CRS Dial 711

From: Suzanne Sadowsky <suzannesadowsky@comcast.net>
Sent: Saturday, November 17, 2018 9:43 AM
To: La Rue, Debbi <DLaRue@marincounty.org>
Subject: Just Cause Ordinance Question

Hi Debbie,
I quickly scanned to the proposed ordinance on Just Cause eviction policies. Do I understand that this would only apply to rentals of three or more in any multi-unit structure? If so, I think that would eliminate most of the rentals in the San Geronimo Valley. Are there data on the total number of rentals in the Valley and the number that are in stand-alone structures? How many rentals are in multi-unit structures of three or more? My belief is that a significant number of the Valley single-unit rentals are owned by landlords or corporations that own multiple properties. Are there any data that support that? Would those dwelling units be exempt, as would most ADU's on a single property and single rooms in shared dwellings?

Suzanne

Suzanne Sadowsky
suzannesadowsky@comcast.net
415-488-4861

Email Disclaimer: <https://www.marincounty.org/main/disclaimers>
Email Disclaimer: <https://www.marincounty.org/main/disclaimers>

La Rue, Debbi

From: Thomas, Leelee
Sent: Wednesday, November 28, 2018 5:41 PM
To: La Rue, Debbi
Subject: FW: Eviction Statuary

Regards,
Leelee Thomas

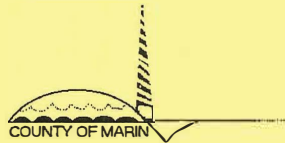
From: hollywoodwanda7@gmail.com <hollywoodwanda7@gmail.com>
Sent: Tuesday, November 27, 2018 5:28 PM
To: Thomas, Leelee <LThomas@marincounty.org>
Subject: Eviction Statuary

Wanda Capurro would like information about:

Dear Sirs - My question pertains to being evicted in an unincorporated part of Marin over 15 years ago. After an Excellent tenant for 15 years, I was asked to leave my cottage. The landowner owned my unit as well as the main house behind me. I had complained of strange circumstances that started a year after when those neighbors moved in. I complained to they, Marin County Sheriff Department of the abuse. It wasn't until many years later did I research and find out what those neighbors had been doing to me. No one stepped up. No one helped me. It seems those neighbors (who are still paying rent and living there) were so angry with me that he did something so horrific...They are in fact the ones who should have been evicted for their Criminal behavior.

____ Sup. Connolly
____ Sup. Rice
____ Sup. Sears
____ Sup. Rodoni
____ Sup. Arnold
____ CAO
____ CAO staff

ROUTE TO:
____ County Counsel
____ Public Counter
____ Clerks
____ Human Resources
____ DPW
____ CDA



**MEMORANDUM
MARIN COUNTY BOARD OF SUPERVISORS**

TO: Members, BOS
Matthew Hymel, County Administrator/Clerk of the Board
FROM: Diane Patterson, Assistant Clerk of the Board
DATE: 12/3/2018
RE: 12/4/2018 AGENDA UPDATE

HOUSING AUTHORITY AGENDA ITEM #1f

1f. Request to authorize the Executive Director to negotiate and execute a contract with The Michaels Development Company, pursuant to a Request for Quotation ("RFQ" Q18001), Master Developer/Partner for Golden Gate Village.

Attached are presentations corresponding with the above-captioned item.

POLICY AGENDA ITEM #13

13. Hearing: Ordinance related to designating California Vehicle Code enforcement on certain private roads open for public use or non-County maintained roads in the Bolinas Mesa Area, Bolinas.

Attached is correspondence related to the above-captioned item, received subsequent to the distribution of the agenda.

POLICY AGENDA ITEM #18

18. Hearing: Consideration of approving two separate Local Coastal Program Amendments ("LCPA") 3 and 7, with proposed revisions to a limited number of specific suggested modifications previously approved by the California Coastal Commission on November 2, 2016.

Attached is correspondence related to the above-captioned item, received subsequent to the distribution of the agenda.

POLICY AGENDA ITEM #19

19. First Reading: Ordinance to require cause to terminate a residential tenancy (Just Cause for eviction.)

Attached is correspondence related to the above-captioned item, received subsequent to the distribution of the agenda.

CONSENT AGENDA ITEM #CA-8c

CA-8. Human Resources:

- c. Request to approve salary range and work schedule adjustments for the Clinical Psychologist.

The agenda language for the above-captioned item should be corrected as noted above.

12/04/18



**LEAGUE OF WOMEN VOTERS
OF MARIN COUNTY**

RECEIVED

NOV 30 2018

MARIN COUNTY
BOARD OF SUPERVISORS

November 30, 2018

To: Marin County Board of Supervisors

Re: League of Women Voters Support for Just Cause Eviction Ordinance

The LWVMC strongly urges the Board of Supervisors to enact a Just Cause Eviction (JCE) ordinance to provide a measure of fairness and stability that our county's tenants deserve during Marin's growing housing crisis. They live in a precarious situation in which their rents continue to rise, and they are afraid to anger their landlords about unsafe code violations and related issues.

Such an ordinance has been under consideration since February 2016. Since that time, housing supporters have been meeting with staff, attending workshops and hearings. One recent result is the recommendation of a JCE by the Community Advisory Group and the Steering Committee for the County's Assessment of Fair Housing Implementation. That is why we are here today: it's time for the BOS to enact this ordinance.

Landlords, of course, are worried about the possible impacts of this ordinance. We believe, however, that once they understand that they won't be harmed by an ordinance that simply asks them to have the usual, reasonable causes for terminating tenancies, they will be mollified.

If Marin County passes a JCE ordinance, its leadership in landlord/tenant relations would encourage our cities and towns to follow your example. All Marin's tenant families would then be able to live their lives without fearing an unexpected eviction but able to focus on their families' stability and happiness.

Sincerely,

A handwritten signature in cursive script that reads "Ann Batman".

Ann Batman
President

4340 Redwood Highway, Suite F-133, San Rafael 94903
Phone: 415-507-0824 Website: marinlwv.org Email: lwvmc@marinlwv.org

re #19

San Geronimo Valley Affordable Housing Association

Post Office Box 152
Woodacre, CA 94973

www.sgvaha.org
415-488-4890



November 30, 2018

Supervisor Damon Connolly, President
Supervisor Judy Arnold
Supervisor Katie Rice
Supervisor Dennis Rodoni
Supervisor Kate Sears

Dear Marin County Supervisors,

We are contacting you with regard to the County's published DRAFT of a proposed Just Cause eviction policy ordinance that is under consideration. We understand that there will be a first reading at the Board of Supervisors meeting on Tuesday, December 4 at 5:30. This proposed ordinance is a step in the right direction, but it falls far short of any real protections to a vast majority of renters in unincorporated portions of Marin County. There are serious limitations in the proposal as it would affect rentals in the San Geronimo Valley, other communities in West Marin and in unincorporated Marin as a whole.

As stated:

Section: 5.100.020 Applicability.

- (a) shall apply to all properties in unincorporated Marin County *that contain at least three:*
- (1) Dwelling Units which contain a separate bathroom, kitchen, and living area in a multifamily or multipurpose dwelling;
 - (2) Dwelling Units in Single Room Occupancy residential structures;
 - or (3) units in a structure that is being used for residential uses

The ordinance as written would therefore *only* apply to rentals with three or more units in or on a specific property. It also would not apply to JDUs an ADU's. Data from the Census Bureau's American Community Survey 2016 five-year estimates show that there are 7,927 renter occupied dwelling units in unincorporated Marin County. Only a small portion – 17.7% -- of rental units would actually be covered by the ordinance as written. Over 80% of renters would therefore not be protected. Furthermore, because nearly all of the rental units in Woodacre, in the San Geronimo Valley, Nicasio and other West Marin communities are single-structures or duplexes, an even *smaller* proportion of rental units and tenants in unincorporated West Marin would be protected than in other unincorporated communities.

Board of Directors

Suzanne Sadowsky, Chair	Joe Walsh, Director
Kit Krauss, Vice Chair	Laura Sherman, Director
Maya Gladstern Vice Chair	Sally Pennypacker, Director
Howie Cort, Secretary	
Dahlia Kamesar, Treasurer	

Staff

Denise Bohman, Property Manager, FKMHP and Sage Lane Sr Housing
John Bohman, Property Maintenance, FKMHP and Sage Lane Sr Housing
Laurie Chorna, Bookkeeper and Administration
Roanne Olonoff, Community Outreach and Fund Development Coordinator
Molly Rae, Real Community Rentals and Project Development Coordinator

A considerable number of the rentals in the Valley are owned by realtors or other corporate entities. One realtor or landlord, for example, might own three or more rentals in separate structures at various locations within a specific community or Census Tract. These rentals would be excluded from coverage and there would be no Just Cause renter protections for those tenants.

Rental costs in unincorporated West Marin are escalating and are increasing at a faster rate than in the County as a whole. Families and single individuals including many seniors are being displaced at an alarming rate because of rent increases and also due to conversions of existing homes into short-term rentals.

With these considerations in mind, the Board of Directors of the San Geronimo Valley Affordable Housing Association strongly urges the Marin County Board of Supervisors to modify the DRAFT ordinance to include all permanent rental properties with the only possible exception of second units on properties on which the property owner also resides.

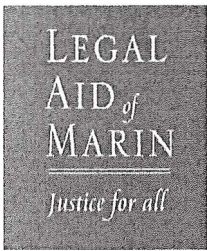
We hope that you will seriously consider our serious concerns about this critical issue and modify the ordinance accordingly.

Sincerely,

Suzanne Sadowsky, Chair
On behalf of the Board of Directors, San Geronimo Valley Affordable Housing Association

cc:

Leelee Thomas, Planning Manager, Marin County Community Development Agency
Debbi La Rue, Planner, Marin County Community Development Agency



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LUIS NAVAS

MEGAN OLIVER THOMPSON
DAVID WINNETT

MICHAEL YONGUE

BY EMAIL TO BOS@marincounty.org

November 30, 2018

Board of Supervisors
Marin County Civic Center
San Rafael, CA 94903

Re: Proposed Just Cause Eviction Ordinance,
December 4, 2018, 5:30 p.m. Board of Supervisors Meeting

Dear Board Members:

I write for Legal Aid of Marin in support of this proposed ordinance to require just cause for evictions in unincorporated Marin County. I also submit these comments on behalf of our renter clients, including those who are disabled, elderly, and low-income families with children. Legal Aid of Marin commends your board and county staff for preparing this model ordinance that will help hundreds of our clients every year in dealing with the county's severe housing crisis.

At Legal Aid of Marin we see clients every day attempting to manage in the difficult Marin County rental market caused by a severe shortage of available units. This market imbalance removes normal incentives for owners to avoid evicting renters without valid business reasons because everyone knows there are multiple applicants for every available unit. Housing insecurity for local renters causes harm to our clients every day, and the resulting consequences include job loss and homelessness.

Marin County recently initiated a new focus on housing chronically homeless persons through demonstrating a housing first model.¹ There is a well-documented and direct correlation between loss of housing and homelessness. See, e.g., The Impact of Affordable Housing on Families and Communities: A Review of the Evidence Base, Enterprise Community Partners, 2014. Protecting tenants from no-cause eviction is a critical step needed to prevent homelessness, and the proposed ordinance will help support other efforts to address this problem.

STAFF

STEPHANIE HAFFNER
Executive Director

DAVID LEVIN
Managing Attorney

VIVIAN ALATORRE
Office Manager

YARELI BANDA
Receptionist

TOMAS AVINA
Community Court Coordinator

ROCIO ESPINOZA
Legal Assistant

LAURIE JOYCE
Pro Bono Director

GABY LION
Fellow

CATHERINE VEGA
Staff Attorney

tel 415.492.0230
fax 415.492.0947
1401 Los Gamos Drive, Suite 101
San Rafael, CA 94903
www.legalaidmarin.org
www.marinprobononetwork.org

¹ Katie Rice and Kate Colin, "Marin Voice: Chronically homeless are benefiting from 'Housing First,'" Marin Independent Journal (Nov. 21, 2018).

The extreme market imbalance also makes our clients very reluctant to assert many legal rights. Just yesterday afternoon, an elderly renter in southern Marin called our office about a severe rat infestation in her home. Our receptionist explained that one option may be to call a local building inspection official, but our caller was too fearful of her landlord retaliating with an eviction, especially because her husband has very serious medical issues that are being treated locally. She told us they just couldn't take the risk of reporting this problem to an outside agency.

These scenarios are all too common. We often counsel clients about their legal right to live in safe and sanitary housing, but they tell us their fear that any complaint might result in an eviction notice, and therefore they do not complain. We also meet regularly with clients who could benefit from the new mandatory mediation ordinance in unincorporated Marin County, but our clients are fearful that engaging the owner in this process may simply result in their eviction, and so they forgo exercising this right. Five months ago our office began tracking the number of eviction cases and notices issued that do not rely on any stated grounds, and during this period 30 out of 93 cases or 32% involved such "no cause" notices (this may not reflect all notices because many of our clients live in housing where so-called "no cause evictions" are already prohibited).

Just Cause Eviction Protection already applies to many rentals in Marin County. Our clients living in subsidized housing must be provided a specified cause to seek eviction of their tenants, and the extra obligation for owners appears well-justified in order to provide a measure of housing security for low-income renters. Mobile home parks also require a specific cause to evict a renter, and this has been in place for many years throughout California.

Renters without Just Cause Eviction Protection face severe housing insecurity due to the current housing shortage, and we regularly see the harmful consequences to our clients' medical care, education, and jobs from forced relocation. Academic studies have thoroughly documented the severe impact of housing insecurity on children. See, e.g., *American Journal of Public Health*, August 2011, 101:1508-1514 ("Policies that decrease housing insecurity can promote the health of young children and should be a priority."). An extensive study by UC Berkeley researchers of 100 low-income households in San Mateo County found those families forced to move were more likely to experience homelessness, job loss, and disruption of their children's education. *Displacement in San Mateo County, California*, Institute of Government Studies, UC Berkeley, May 2017.

Marin renters have the same need for housing security as any Marin homeowner – the opportunity to know that if they pay their bills and follow the rules, they will be able to continue to live their lives and raise their children in the place they call home. Just cause eviction protection will provide a modest but important improvement in housing security for our clients who seek to maintain their local support networks, which may include medical providers, job opportunities, and educational resources. The housing crisis has caused many well-documented health impacts that could be mitigated by just cause eviction protection. Such an ordinance stops well short of steps such as rent stabilization, and it's important to recognize the modest additional requirement for landlords represents a small duty to balance the severe harms faced by renters in this difficult and challenging housing market.

Other Bay Area jurisdictions have implemented just cause eviction protections in order to restore a measure of balance in the current housing crisis. We strongly urge you to enact sound just cause eviction protection in the proposed ordinance as an initial measure toward restoring balance in a housing market that is causing such hardship, instability, and inequity for our client communities, and we appreciate your support for our clients facing these issues in Marin County.

Sincerely,

David Levin

David Levin
Managing Attorney
Legal Aid of Marin

Stewart-Chung, Shelagh

From: Sackett, Mary
Sent: Monday, December 03, 2018 9:29 AM
To: Stewart-Chung, Shelagh; La Rue, Debbi
Subject: FW: Please no just-cause eviction ordinance

From: bob@epoindexter.com <bob@epoindexter.com>
Sent: Sunday, December 02, 2018 8:06 PM
To: Connolly, Damon <DConnolly@marincounty.org>
Subject: Please no just-cause eviction ordinance

Bob Poindexter would like information about:

Please do not establish a just-cause eviction requirement for Marin County. Housing is expensive in Marin. A just-cause eviction requirement will do nothing to fix that. What such an ordinance will do is to allow a small minority of vexatious renters to bring in dangerous pets, hoard possessions to the point of becoming a fire hazard, sub-let to short term tenants in violation of local law and harass and threaten fellow tenants and neighbors with impunity.

Landlords almost always lose money when a tenancy ends. There is usually a period of vacancy with no rent. Also, there is usually repainting, cleaning and replacing to be done to fix up a place for the new tenant. A landlord simply has no reason to evict a tenant unless they are causing a problem like the ones described above.

The concept of a just cause eviction requirement in the absence of rent control is inane. A landlord could raise the rent by 100% with 60 days notice and the tenant would probably move. Proponents of just-cause eviction will soon be saying we need rent control to make the just-cause eviction ordinance effective. Voters have recently voiced their opinion on rent control – it is not a solution.

Bob Poindexter

Patterson, Diane

From: Ingrid Simkins <ingridsimkins@comcast.net>
Sent: Monday, December 03, 2018 8:15 AM
To: BOS
Subject: Draft ordinance: REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

December 3, 2018

Board of Supervisors

County of Marin

3501 Civic Center Drive, Suite 329

San Rafael, CA 94903

Subject: Draft ordinance: REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

Dear Supervisors:

I am writing regarding the Nov 16, 2018 draft ordinance to regulate termination of a residential tenancy.

The draft ordinance contains so many problems that I cannot begin to discuss them all.

Below are my primary points.

The draft is a "Lifetime Lease Ordinance"

The draft's provisions for terminating a tenancy are so restrictive that any lawyer who failed to defeat a termination of tenancy covered by this ordinance should be sued for malpractice. This draft ordinance contains fewer valid causes for terminating a tenancy than all other similar ordinances in California. It also imposes such burdens of proof on the part of a Marin landlord that *only* murderers and convicted criminals will be served 60 day notices -but not if an electrical outlet somewhere on the rental property has a loose wire!

What is the justification for the Supervisors to consider such a lop-sided and punitive ordinance?

This draft ordinance is a lottery-win for anti-community tenants and a full-employment act for eager attorneys.

This draft ordinance is not justified for Marin

There is no factual basis in the Marin rental market for adopting such a restrictive ordinance.

According to County data, filings for residential evictions in Marin continue their seven year decline, and are now down to levels of less than 1% of all rental units.

According to data from the Judicial Council of the California courts, Marin County consistently has lower annual eviction rates than all surrounding counties.

It is misleading to claim that Marin tenants are facing uniquely significant and imminent pressures to end their tenancies.

Given Marin's continuing progress and the arguable absence of a crisis in terminations of tenancies, a most reasonable tool for addressing alleged uncertainty within the tenant community would be to collect verifiable data.

Collecting data on tenancies would provide useful and substantive guidance without significantly harming stakeholders in these matters. There are, of course, additional tools available for addressing the concerns of tenant advocates.

The draft ordinance threatens the health and safety of our communities

The draft ordinance, if adopted, presents such significant hurdles to removing a recalcitrant problem tenant that our rental communities will begin to decline. The technicalities of these hurdles are better explained by others. But in practice, this draft ordinance will lead to safe haven for dangerous tenants who threaten the well-being of their neighbors.

The ordinance will disproportionately harm women and elderly tenants because they are more likely to suffer the consequences of a bad behaving tenant –typically a male. This ordinance will lead to increasing acquiescence to situations of unwanted advances, harassment, and a plethora of threats directed at women and the elderly.

Tenant conflicts do occur periodically in all rental complexes, and these conflicts have been addressed fairly and expeditiously by responsible Marin landlords. Where is the justification to sacrifice the peace and tranquility of the majority of well-behaved tenants by creating such high barriers to sending serial-offenders elsewhere?

All residents in Marin should be wary of the adoption of this draft ordinance because the long-term consequences will adversely affect their neighborhoods and communities.

This ordinance is not wanted by Marin voters

On November 6th, a substantial majority of Marin voters voted against expanded tenant protections and rent controls by defeating Prop 10. Unlike voters in San Francisco and Alameda counties, *a majority of Marin voters voted against expanding controls on rental properties*. A majority of Marin voters, who are arguably smart and progressive, do NOT want this draft ordinance. I urge the Supervisors to heed voters' sentiments.

In summary, please table consideration of counter-productive and highly restrictive tenancy controls. Leverage the unique conditions in Marin, and focus on effective solutions for addressing our housing issues.

Sincerely,

William and Ingrid Simkins

Members of MRPA

Patterson, Diane

From: Janet Hunter <gandjhunter@comcast.net>
Sent: Monday, December 03, 2018 9:51 AM
To: BOS
Cc: Janet Hunter
Subject: Response to County of Marin Proposal draft ordinance , for terminating tenancy in the County Of Marin

Dear Supervisors:

We are writing you regarding the Nov 16, 2018 draft ordinance to regulate termination of a residential tenancy. If this ordinance were to pass we would be deeply burdened, as Landlords. The draft ordinance contains so many problems that we cannot begin to discuss them all. As Landlords in Marin we are gravely concerned about this ordinance you have drafted. My husband has actually been a Landlord since 1961. One of us is also a Co-Trustee in the County of Marin, of a rental property where a mentally disabled sibling lives with her husband, in a cottage that received your approval , thru your Amnesty Program, in 2007. Both of us are really concerned about the County moving forward with the Just Cause Ordinance that you have drafted. We also own one piece of property in the Canal Area of San Rafael and one property in Mill Valley. Your draft ordinance makes us want to trade our property out of the County of Marin. We are 88, soon to be 89 years old and 71 years of age. We feel we are NOT supported by this County, as Landlords. Very sad. One of us was born in Marin County. The County of Marin County can do a better job than this proposed ordinance !

Below are our primary concerns .

The draft is a "Lifetime Lease Ordinance"

The draft's provisions for terminating a tenancy are so restrictive that any lawyer who failed to defeat a termination of tenancy covered by this ordinance should be sued for malpractice. This draft ordinance contains fewer valid causes for terminating a tenancy than all other similar ordinances in California. It also imposes such burdens of proof on the part of a Marin landlord that *only* murderers and convicted criminals will be served 60 day notices -but not if an electrical outlet somewhere on the rental property has a loose wire!

What is the justification for the Supervisors to consider such a lop-sided and punitive ordinance?

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Given Marin's continuing progress and the arguable absence of a crisis in terminations of tenancies, a most reasonable tool for addressing alleged uncertainty within the tenant community would be to collect verifiable data.

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The draft ordinance threatens the health and safety of our communities

The draft ordinance, if adopted, presents such significant hurdles to removing a recalcitrant problem tenant that our rental communities will begin to decline. The technicalities of these hurdles are better explained by others. But in practice, this draft ordinance will lead to safe haven for dangerous tenants who threaten the well-being of their neighbors.

The ordinance will disproportionately harm women and elderly tenants because they are more likely to suffer the consequences of a bad behaving tenant –typically a male. This ordinance will lead to increasing acquiescence to situations of unwanted advances, harassment, and a plethora of threats directed at women and the elderly. Tenant conflicts do occur periodically in all rental complexes, and these conflicts have been addressed fairly and expeditiously by responsible Marin landlords. Where is the justification to sacrifice the peace and tranquility of the majority of well-behaved tenants by creating such high barriers to sending serial-offenders elsewhere? All residents in Marin should be wary of the adoption of this draft ordinance because the long-term consequences will adversely affect their neighborhoods and communities.

This ordinance is not wanted by Marin voters

On November 6th, a substantial majority of Marin voters voted against expanded tenant protections and rent controls by defeating Prop 10. Unlike voters in San Francisco and Alameda counties, *a majority of Marin voters voted against expanding controls on rental properties*. A majority of Marin voters, who are arguably smart and progressive, do NOT want this draft ordinance. I urge the Supervisors to heed voters' sentiments.

In summary, please table consideration of counter-productive and highly restrictive tenancy controls. Leverage the unique conditions in Marin, and focus on effective solutions for addressing our housing issues.

Sincerely,

Janet and George Hunter

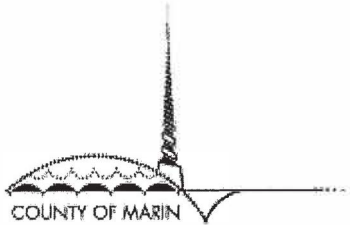
(As members of M.R.P.A. , we are referencing part of this email, from an informational letter that we received thru this organization, which we have belonged to, for decades .)

Patterson, Diane

From: La Rue, Debbi
Sent: Monday, December 03, 2018 9:59 AM
To: BOS
Subject: FW: Input for Board of Supervisors regarding just cause ordinance

Good morning,

Please include this correspondence in an addendum to the packets for the BOS December 4 agenda, item no. 19.



Debbi La Rue, AICP
PLANNER
Housing and Federal Grants Division

County of Marin
Community Development Agency
3501 Civic Center Drive, Suite 303
San Rafael, CA 94903
415 473 7309 T
CRS Dial 711

From: David Kessell <kesselld@gmail.com>
Sent: Monday, December 03, 2018 8:15 AM
To: La Rue, Debbi <DLaRue@marincounty.org>
Subject: Input for Board of Supervisors regarding just cause ordinance

Please provide this input to the Board of Supervisors as if it had been included in the public comment period of their meeting(s). The meetings are scheduled at a place and time making it impractical for me to attend.

#1 Eliminate the exception Section 5(b)(1)A - (1) Any Dwelling Unit for which one of the following is true: (A) the Dwelling Unit is owned or operated by any government agency;

Reasoning: Twofold: The impact and benefit to the tenant is indifferent as to whether the unit is privately owned or government owned, the government as as much or more resources and capability to manage the landlord impact as do non-governmental landlords.

#2 Rework the ordinance to eliminate or otherwise reduce the impact of giving a renter of housing a life-estate, perhaps even perpetual inheritable right to occupy a property that was nominally occupied on a fixed term rental basis. The ordinance as currently written has no limitation on the period of time in which a tenant (and possibly the tenants descendants) can occupy a rental property otherwise nominally owned by the landlord. And not paying a legal raise in rent beyond that which is in the original lease agreement is not listed as a justifiable cause. Perhaps some limited term in excess of a one year rental lease can meet the ordinance main objectives without confiscating the property in a lease that, in effect, never ends.

Thank you,
David Kessell

email: kesselld@gmail.com

<http://www.linkedin.com/in/davidkessell>

(H) 415 388 0237

(C) 415 706 5031

(F) 866 505 3854

Mill Valley, CA 94941-3780

**WOODLANDIA PARTNERS, LLC
LOUBE WOODLAND, LLC
136 Washington Avenue
Pt. Richmond, CA 94801
(510) 231-6200**

December 3, 2018

BY EMAIL ONLY: BOS@marincounty.org

Board of Supervisors
County of Marin
3501 Civic Center Drive, Suite 329
San Rafael, CA 94903

Subject: Draft ordinance: REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

Dear Supervisors:

I am writing regarding the Nov 16, 2018 draft ordinance to regulate termination of a residential tenancy.

The draft ordinance contains so many problems that I cannot begin to discuss them all. Below are my primary points.

The draft is a “Lifetime Lease Ordinance”

The draft’s provisions for terminating a tenancy are so restrictive that any lawyer who failed to defeat a termination of tenancy covered by this ordinance should be sued for malpractice. This draft ordinance contains fewer valid causes for terminating a tenancy than all other similar ordinances in California. It also imposes such burdens of proof on the part of a Marin landlord that *only* murderers and convicted criminals will be served 60 day notices - but not if an electrical outlet somewhere on the rental property has a loose wire!

What is the justification for the Supervisors to consider such a lop-sided and punitive ordinance? This draft ordinance is a lottery-win for anti-community tenants and a full-employment act for eager attorneys.

This draft ordinance is not justified for Marin

There is no factual basis in the Marin rental market for adopting such a restrictive ordinance. According to County data, filings for residential evictions in Marin continue their seven year decline, and are now down to levels of less than 1% of all rental units.

According to data from the Judicial Council of the California courts, Marin County consistently has lower annual eviction rates than all surrounding counties. It is misleading to claim that Marin tenants are facing uniquely significant and imminent pressures to end their tenancies.

Given Marin's continuing progress and the arguable absence of a crisis in terminations of tenancies, a most reasonable tool for addressing alleged uncertainty within the tenant community would be to collect verifiable data.

Collecting data on tenancies would provide useful and substantive guidance without significantly harming stakeholders in these matters. There are, of course, additional tools available for addressing the concerns of tenant advocates.

The draft ordinance threatens the health and safety of our communities

The draft ordinance, if adopted, presents such significant hurdles to removing a recalcitrant problem tenant that our rental communities will begin to decline. The technicalities of these hurdles are better explained by others. But in practice, this draft ordinance will lead to safe haven for dangerous tenants who threaten the well-being of their neighbors, residential managers and staff.

The ordinance will disproportionately harm women, children and elderly tenants because they are more likely to suffer the consequences of a bad behaving tenant. This ordinance will lead to increasing acquiescence to situations of unwanted advances, harassment, and a plethora of threats directed at women, children, the elderly and residential managers and staff.

Tenant conflicts do occur periodically in all rental complexes, and these conflicts have been addressed fairly and expeditiously by responsible Marin landlords. Where is the justification to sacrifice the peace and tranquility of the majority of well-behaved tenants by creating such high barriers to sending serial-offenders elsewhere?

All residents in Marin should be wary of the adoption of this draft ordinance because the long-term consequences will adversely affect their neighborhoods and communities.

This ordinance is not wanted by Marin voters

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In summary, please table consideration of counter-productive and highly restrictive tenancy controls. Leverage the unique conditions in Marin, and focus on effective solutions for addressing our housing issues.

Sincerely,

Dennis George
Project Manger

Patterson, Diane

From: Jim Apffel <granitepeaks@att.net>
Sent: Monday, December 03, 2018 6:57 AM
To: BOS
Subject: Draft ordinance: REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

December 3, 2018

BY EMAIL ONLY: BOS@marincounty.org

Board of Supervisors
County of Marin
3501 Civic Center Drive, Suite 329
San Rafael, CA 94903

Subject: Draft ordinance: REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

Dear Supervisors:

I am writing regarding the Nov 16, 2018 draft ordinance to regulate termination of a residential tenancy.

As proponents for "Just Cause Eviction" policies in Marin cite somewhat dated polling data to infer a desire by members of the public for urgent and strong action, I will begin here with the most recent and reliable measure of relevant public sentiment in Marin.

Recall that on September 11, 2018, a split vote of the Board of Supervisors occurred towards drafting a "Just Cause Eviction" ordinance. In the intervening two months, something significant happened in Marin on the issue of expanding local tenant protections and rent control.

Specifically, on November 6, 2018, Californian's were given the opportunity to vote on Prop 10, the purpose of which was understood to facilitate the expansion of local tenant protections and rent controls in California.

Perhaps to the surprise of some local leaders, a substantial majority of Marin voters voted AGAINST expanding local tenant protections and rent control.

Below are the results on Proposition 10 for Marin as of November 30, 2018.

Proposition 10 Results for Marin County on Expanding Local Tenant Protections and Rent Control

NO	71,467	58%
YES	52,798	42%

In may be worth noting that these exact same voters delivered the following results in Marin's congressional race:

Congressional Race Results for Marin County, November 6, 2018

Jared Huffman (D)	107,005	84%
Dale K. Mensing(R)	20,700	16%

And for reference, it might be worth recalling Marin’s elections results in the 2016 presidential race:

Presidential Election Results for Marin County, November 8, 2016

Hillary Clinton	108,707	78%
Donald Trump	21,771	16%

Arguably, Marin voters are discerning, intelligent, and progressive people. Marin voters, for example, greatly favor progressives Jared Huffman and Hillary Clinton. Significantly, a majority of these Marin voters do NOT favor expanding local tenant protections and rent control in California.

An additional point is worth noting here for those advocating for the adoption of the first draft ordinance to control residential tenancies. Marin voters are clearly distinct from voters in Alameda County and San Francisco County on the issue of expanding local tenant rights and rent control. Below are the Proposition 10 results for Alameda County and for San Francisco County:

Proposition 10 Results for Alameda County

YES	291,724	52%
NO	271,707	48%

Proposition 10 Results for San Francisco County

YES	190,911	53%
NO	169,527	47%

Thus, in contrast to Alameda and San Francisco counties, a substantial majority of Marin voters do NOT want to expand local tenant protections and rent control. The vast majority of voters in Marin do not want additional local restrictions on Marin’s property owners.

I respectfully urge the Board to respect the wishes of the substantial majority of Marin voters, and NOT proceed further with the first draft ordinance expanding local tenant protections.

Let me turn now to the text of the draft ordinance before the board. Patient and careful review of the draft ordinance will reveal it to be a seriously flawed document with glaring omissions, numerous legal pitfalls, unwarranted restrictions, and punitive measures. The draft’s provisions for terminating a tenancy are so restrictive that any lawyer who failed to defeat a termination of tenancy covered by this ordinance should be sued for malpractice.

The draft ordinance, for example, inexplicably fails to include several key permissible causes for the termination of a tenancy that appear to be in every single similar such law in California. The draft also imposes such burdens of proof on the part of a Marin landlord that we might expect only murderers and convicted criminals will be served 60 day notices - but not if an electrical outlet somewhere on the rental property has a loose wire!

The language of the draft will foster all sorts of hazards for the lives of the majority of tenants. The draft ordinance, if adopted, presents such significant hurdles to removing a recalcitrant problem tenant that our rental communities will begin to decline. In practice, this draft ordinance will lead to safe haven for dangerous tenants who threaten the well-being of their neighbors.

Further, the draft ordinance inexplicably creates plenary powers for an unelected body unaccountable to the voters to further confine and restrict operation of rental properties in Marin.

What is the justification for the Supervisors to consider such a lop-sided and punitive ordinance? There is no factual basis of conditions in Marin that warrant such extreme measures. This draft ordinance is a lottery-win for anti-community tenants and a full-employment act for eager attorneys.

If the Board proceeds to simply adopt this first draft without remedying its glaring short-comings, the Board will knowingly be doing a grave disservice to the people of Marin.

In concluding, I respectfully urge the Board to recognize that a substantial majority of the citizens that they represent just voted AGAINST expanding local tenant protections in California. In other words, a majority of the citizens you represent do not want you to add additional restrictions which the draft ordinance proposes on residential properties in Marin. Thus, the most fair and representative action by the Board would be to table the first draft ordinance indefinitely and to focus instead on alternative approaches for addressing the concerns of tenant advocates.

Sincerely,

Jim Apffel

Resident of Marin for more than 40 years

Marin County Board of Supervisors,

I am a retired female owner of a modest rental property in unincorporated Marin. My husband and I chose to invest in the property long ago to ensure income in our retirement years. As my husband is now deceased, I operate the property, and it provides for my retirement living with a very conservative, small operating budget.

I will describe an experience demonstrating the importance to women and to the elderly for retaining an expeditious process for removing a problem tenant from a rental property. I had problems in my building for many years with a male tenant. It became so difficult that I was afraid to go to the complex, which I personally manage to cut down on expenses.

This man was intimidating and belligerent towards other tenants and neighbors. He repeatedly made threatening remarks to me. One female tenant moved out because she could not handle the unwanted harassment from this male tenant. Other families had difficulties with this tenant. There was no resolution. Eventually, the stress on me and the other tenants became unbearable. And, I decided to give the tenant 60-days notice to move out. When he did not move out after expiration of the notice, I filed an Unlawful Detainer claim.

The Unlawful Detainer case, with depositions, settlement discussions, court appearances, and extensions took months. The entire process from serving 60-day notice to tenant move-out was more than nine months.

As soon as the tenant moved out of the property, the atmosphere at the complex brightened. Everyone's stress levels went down. Female tenants were smilingly relieved and felt comfortable to walk past the apartment where the frightening male tenant had resided. I was able to return to the property to take the recycle bins to the street, to clean and maintain my property, something I hadn't felt comfortable doing after his numerous threats.

This situation was one of my most stressful undertakings in recent years. I procrastinated partly out of fear; I did not take the threats lightly.

The process to legally end this residential tenancy was long, difficult, painful and costly. The draft ordinance before the Supervisors adds so many additional hurdles to removing a problem tenant, that were the ordinance in place, the problem male tenant would be harassing me and my other tenants in perpetuity. That is why this ordinance threatens the health and safety of our communities.

It sacrifices the real-world well-being of the majority of tenants by creating clever loop-holes and safe haven for trouble-making and dangerous tenants. It is *naïve* to assume that provision of a few narrow, legal recourses for addressing bad behavior will not significantly hinder a landlord's ability to remove a problem tenant.

In my opinion, the way this ordinance is written, the burden of proof is placed on the landlord to show evidence that the tenant is running an illegal business or activity. Proving the activity, even though other tenants repeatedly report the problem, can drag on for months or even years. For example, in years past, a sex worker used our apartment as a workplace causing us to lose four incredibly great, long-term tenants because of the danger from a constant stream of rowdy strangers who caused disruption at all hours thereby destroying the tenants' rights to quiet enjoyment of their residence. One family directly beneath the sex workers had a young family, they felt they were in great danger. When the sex worker was given a notice to vacate, her attorneys claimed there was no legal basis to end the lease. For the safety of our other tenants, our attorney recommended returning the sex worker's rent, security deposit and offering additional funds to "buy" them out of the apartment; it was faster and less expensive than going to court.

I ask that you appreciate that this proposed ordinance will disproportionately harm women and elderly tenants, in particular, because they are more likely to suffer the consequences of problem tenants, tenants who are typically male. This ordinance will lead to increasing acquiescence to situations of unwanted advances, harassment, intimidation, and threats which do not "result in death or great bodily injury."

Review most carefully the narrow terms, significant hurdles, and legal loop-holes in this draft. And consider how "bad tenants" will take advantage of these to continue to terrorize communities. Consider further how good tenants and neighbors and realistic landlords will be forced to endure problems, to remain silent, to become demoralized, and to ultimately leave a community. It happens, I have seen it. So have many other Marin landlords.

I urge women who may be in favor of the draft ordinance before the Board to look beyond their idealism at the real-world in Marin. Consider what you will be inflicting upon countless other women, particularly single women, who rent in Marin.

I urge all the Supervisors to consider carefully the consequences to “good tenants” of the extreme terms presented in the draft ordinance. Don’t rush through an ordinance which will keep in place “bad tenants” at the cost of the peace and safety of the women and elderly in our communities.

Sincerely,

Barbara Freitas

Resident of Marin for more than 45 years

Patterson, Diane

From: Barbara Freitas <freitasb@sbcglobal.net>
Sent: Sunday, December 02, 2018 11:57 PM
To: BOS
Subject: Please consider carefully the adverse consequences of the proposed Just Cause Eviction Ordinance
Attachments: Letter to the BOS re Just Cause Dec 2, 2018.pdf

Honorable Members of the Board,

Please read my attached letter and consider my concerns about the proposed Just Cause Eviction Ordinance. I am a conscientious owner of a multi-family building in unincorporated Marin. My letter specifies what I consider to be important issues that will jeopardize the well-being of my long-term tenants.

Thank you.

Barbara Freitas

Patterson, Diane

From: barry@strawberryshores.com
Sent: Monday, December 03, 2018 12:56 PM
To: BOS
Subject: Draft ordinance: REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

Board of Supervisors
County of Marin
3501 Civic Center Drive, Suite 329
San Rafael, CA 94903

Subject: Draft ordinance: REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

Dear Supervisors:

I am writing regarding the Nov 16, 2018 draft ordinance to regulate termination of a residential tenancy. This is so important that I am sending this to you as stated by The Marin Rental Property Association, of which we are members.

The draft ordinance contains so many problems that I cannot begin to discuss them all. Below are my primary points.

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The draft's provisions for terminating a tenancy are so restrictive that any lawyer who failed to defeat a termination of tenancy covered by this ordinance should be sued for malpractice. This draft ordinance contains fewer valid causes for terminating a tenancy than all other similar ordinances in California. It also imposes such burdens of proof on the part of a Marin landlord that *only* murderers and convicted criminals will be served 60 day notices -but not if an electrical outlet somewhere on the rental property has a loose wire!

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Collecting data on tenancies would provide useful and substantive guidance without significantly harming stakeholders in these matters. There are, of course, additional tools available for addressing the concerns of tenant advocates.

The draft ordinance threatens the health and safety of our communities

The draft ordinance, if adopted, presents such significant hurdles to removing a recalcitrant problem tenant that our rental communities will begin to decline. The technicalities of these hurdles are better explained by others. But in practice, this draft ordinance will lead to safe haven for dangerous tenants who threaten the well-being of their neighbors.

The ordinance will disproportionately harm women and elderly tenants because they are more likely to suffer the consequences of a bad behaving tenant –typically a male. This ordinance will lead to increasing acquiescence to situations of unwanted advances, harassment, and a plethora of threats directed at women and the elderly. Tenant conflicts do occur periodically in all rental complexes, and these conflicts have been addressed fairly and expeditiously by responsible Marin landlords. Where is the justification to sacrifice the peace and tranquility of the majority of well-behaved tenants by creating such high barriers to sending serial-offenders elsewhere? All residents in Marin should be wary of the adoption of this draft ordinance because the long-term consequences will adversely affect their neighborhoods and communities.

This ordinance is not wanted by Marin voters

On November 6th, a substantial majority of Marin voters voted against expanded tenant protections and rent controls by defeating Prop 10. Unlike voters in San Francisco and Alameda counties, *a majority of Marin voters voted against expanding controls on rental properties*. A majority of Marin voters, who are arguably smart and progressive, do NOT want this draft ordinance. I urge the Supervisors to heed voters’ sentiments.

In summary, please table consideration of counter-productive and highly restrictive tenancy controls. Leverage the unique conditions in Marin, and focus on effective solutions for addressing our housing issues.

Sincerely,

Barry T. Joseph
Property Manager

Felipe R. Santiago
Trustee

Strawberry Shores Apartments
111 Seminary Drive,
Mill Valley

Patterson, Diane

From: Myra Drotman <realtormyra@pacbell.net>
Sent: Monday, December 03, 2018 1:06 PM
To: BOS
Subject: No to Just Cause

Dear BOS,

Terms like Just cause sound like a good idea but they are not. There is NO statistical evidence that Marin County needs you to adopt this ordinance. This ordinance will just create a larger bureaucracy, waste tax pay money and start the road to full blown rent control which the voters of Marin County do not want.

These things make housing more expensive and less safe for tenants. Tenants are already protected under state law. Landlords are severely fined if they start a retaliatory eviction.

This will lead to landlords having to pay thousands of dollars to tenants to "buy" them out of apartments which will only raise rents.

There is no evidence that this ordinance is needed in this county.

This ordinance will have negative unintended consequences.

This ordinance will start the whole process of full blown rent control and that will be your legacies.

Sincerely,
Myra Drotman

Myra Drotman
Bradley Real Estate
(415) 601-5445 (cell)
(415) 209-9090 (vm)
www.MyraDrotman.BradleyRealEstate.com
BRE License: 01305621

Myra Drotman
(415) 601-5445 (cell)
(415) 457- 5445 (home)

Patterson, Diane

From: Karl Baeck <karlb@pacbell.net>
Sent: Monday, December 03, 2018 1:19 PM
To: BOS
Subject: Just Cause Eviction

Dear Supervisors..

I'm sending you this message hoping you reconsider any action on " Just Cause " ordinance on tomorrow meeting.

As a Landlord for over fifty years I've never have had to evict anyone. Most of my tenant have lived in my building in San Anselmo for over 20 to 30 years.

I'm now on my third generation of tenants..I prefer residents. I also live on the property and at my age it a perfect place to be.

Most of fellow landlords, I'm a member of the Marin Rental Property Association are small building owners who invested in rental property for their retirement years.

They do every thing they can retain tenants and avoid turnovers.. Most of us have comfortable relationship with our resident..personally I consider my residents my neighbors.

Most of my rents are far below market rent and when someone dose decide to move on, I remodel the unit and bring the rent closer to market rents.. I make sure the applicant is qualified to afford the unit. My current rental income is an average between the old timer and new residents. Which works for me.

My rents range for \$1300 to \$1995 for nice 800 square foot one bedroom apartment located downtown San Anselmo.

But as a Landlord I have responsibilities.

1) Maintain the building in good conditions, make all necessary repairs and resolved any conflicts between the residents.

2) Regarding Repairs, during last three years I've have completed three major repairs projects with just just one a small increase in rents.. around 5 percent.

I spent approximately over 150 thousands dollar which came out of my reserve fund.

I am happy with the current rental laws. I don't discriminate and have residents from various backgrounds and lifestyles. Lots of teachers..

BUT rent control or Just Cause would turn this in a nightmare, It would take away my control / judgement to some unknown nu-elected board.

Most of my fellow landlords bend over backwards to help their residents BUT sometime the only solution is giving the resident an ultimatum ether stop what they are doing or move. Under current law they can appeal this to a various tenants / State rights groups.

Point of Order..If a tenant files a appeal with the Just Cause Board and loses..Isn't the Tenant required to answered the question on the next Rental Application

Have you ever been Have you every been evicted or asked to move ?

In the future for new applicants I'll be very careful in my selection process for whom I pick. Presently I consider hardships in the selection process but not under Rent control or a Just Cause process.

Call me anytime if you would like incite.

Sincerely yours

Karl Baeck
Owner Village Apartments
36 Ross Ave #9
San Anselmo, CA 94960
415 459-6370



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Patterson, Diane

From: Cathy Canine-Black <cathycanineblack@gmail.com>
Sent: Monday, December 03, 2018 2:22 PM
To: BOS
Subject: Draft Ordinance Requiring Cause to Terminate a residential tenant

Board of Supervisors
County of Marin
3501 Civic Center Drive, Suite 329
San Rafael, CA 94903

Subject: Draft ordinance: REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

Dear Supervisors:

I am writing regarding the Nov 16, 2018 draft ordinance to regulate termination of a residential tenancy.

I believe this law penalizes property owners and is the wrong place to correct “the housing crisis.” If landlords have to spend more time “justifying” removing a tenant who is not paying rent or not adhering to the rules, it ends up being counter-productive and costs more money so will have the effect of possibly increasing rents, which hurts the current tenant population.

I also believe that if these ordinances are put in place, Marin property owners could increase their rental criteria that would backfire on solving the housing crisis making it more difficult for tenants to find rental properties. Property owners will want to only rent to the perfect tenant in order to not have a problem.

Property owners need to protect their current tenants so they will continue to want to live on the property, but not allowing property owners to remove a “problem tenant” from their property will hurt the community.

I don’t believe that Marin has a problem of evicting tenants for no reason. In the 50 years we have been in business, I believe we have only had to ask 7 to 10 tenants to leave and that was for “not paying the rent.”

I don’t believe that this ordinance is wanted by Marin voters. On November 6th, a substantial majority of Marin voters voted against expanded tenant protections and rent controls by defeating Prop 10. Unlike voters in San Francisco and Alameda counties, *a majority of Marin voters voted against expanding controls on rental properties*. A majority of Marin voters, who are arguably smart and progressive, do NOT want this draft ordinance. I urge the Supervisors to heed voters’ sentiments.

In summary, please table consideration of counter-productive and highly restrictive tenancy controls. Other solutions need to be found for addressing our housing issues.

Sincerely
Cathy Canine Black
Owner of Lanai Apartments
2555 Sir Francis Drake Blvd.

Fairfax, CA

Patterson, Diane

From: Michael Burke <mburke@marinapartments.com>
Sent: Monday, December 03, 2018 2:26 PM
To: BOS
Subject: Just Cause Evictions

Board of Supervisors:

Important! Please read through, I will try to be brief.

Evictions without cause tend to be in three categories:

- 1) Those wishing to vacate a unit to allow a family or friend of family to move in.
- 2) Those wishing to remodel a unit that cannot be done without the unit being vacant.
- 3) Those needing to evict a "problem" tenant quickly.

In my experience, we do not have a problem in Marin over "unjust cause evictions". While I appreciate that the recent Mediation ordinance for high rent increases has not been a success, I do not believe it is due to tenants fearing an unjust eviction in retaliation to their asking for a mediation.

If a tenant were to be given notice to vacate with from a "retaliatory" position, the tenant has many rights under law to contest it. Any owner would be well advised not to proceed with that type of eviction, as the consequences are severe.

This is not a local issue. If considered, it should only be considered at a State-wide level. As I understand, this has been addressed several times at the State-wide level and has not passed. Alternatively, it is an issue that needs to be put before the voters.

I do not believe enough research has been done to validate a problem with unjust cause evictions in Marin. I strongly encourage the Board of Supervisors not to proceed with a hastily drafted measure done without the proper research.

Respectively,

Michael Burke
"Marin's Apartment Specialist Since 1973"

Michael J Burke
Golden Gate Sotheby's International Realty
500 Drakes Landing – Greenbrae, CA 94904
Lic #00454938

"Marin's Apartment Specialist"
www.MarinApartments.com
415-877-1077

Dear Supervisors

I'm sending you this message hoping you reconsider any action on " Just Cause " ordinance on tomorrow meeting.

As a Landlord for over 48 years years I've have had to evict several persons over 50 years + of Rental management. Always because of failure to pay their rent. I have always lost the rent during the time they stopped paying until the time they were evicted , and always after the unit was re-painted cleadned. Always was a bad experience. Each time going to court, after tenant evicted, I never ever received back rent owed. Each time I went through it the tenant usually always left a mess for me to contend with.

Most of my tenant have lived in my building in Fairfax over 9-14 years. I prefer to check my building regularly. I work on my building at least 2-3 days per week on my building.

Most of fellow landlords, belong to some sort of Apartment owners association of the Marin Rental Property Association or San Francisco Property ownership association. are small building owners who invested in rental property for their retirement years.

They do every thing they can retain tenants and avoid turnovers.. Most of us have comfortable relationship with our resident.

Most of my rents are far below market rent and when someone dose decide to move I always update and repaint the vacant unit. It isually takes 2-3 months to re-had the unit. My current rental income is an average between the old timer and new residents. Which works for me.

My rents range for \$1500 to \$2000 for nice 650 square foot one bedroom apartment located downtown Fairfax.

But as a Landlord I have responsibilities.

1) Maintain the building in good conditions, make all necessary repairs and resolved any conflicts between the residents.

2) Regarding Repairs, during last three years I've have completed three major repairs projects with just just one a small increase in rents.. around 5 percent.

I spent over Two hundred Thousand dollars having the outside stair landings, and decks replaced or reduced in size because of wear and tear. which came out of my reserve fund, plus , I had to borrow money in order to complete the work. In addition, contractors that had not performed their repair or replacement to the standards of today.

I am happy with the current rental laws. I don't discriminate and have residents from various backgrounds and lifestyles. I do have two Section eight tenants rented to two different ..

BUT rent control or Just Cause would turn this in a nightmare, It would take away my control. To whom, a judgement to some unknown newly-elected board. Or RENT BOARD worker who has no concern, or one sided view.

Most of my fellow landlords bend over backwards to help their residents Sometimes, the only solution is giving the resident an ultimatum ether stop what they are doing or move. Under current law they can appeal this to a various tenants / State rights groups.

Point of Order.If a tenant files a appeal with the Just Cause Board and loses. Isn't the Tenant required to answered the question on the next Rental Application Have you ever been evicted or asked to move ? There is usually a good reason. The landlord has concrete obligations that must be met monthly on time.

In the future for new applicants I'll be very careful in my selection process for whom I pick. Presently I consider hardships in the selection process but not under Rent control or a Just Cause process.

I welcome your call to me, in order to get the other view.

Respectfully

Roland Lee
415-328-4904

From: barry@strawberryshores.com <barry@strawberryshores.com>

Sent: Monday, December 03, 2018 1:41 PM

To: Sears, Kathrin <KSears@marincounty.org>

Cc: felipe@strawberryshores.com; 'Carl Lippenberger' <carl@lippenbergerlaw.com>

Subject: Draft ordinance: REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

Dear Supervisor Sears:

I am writing regarding the Nov 16, 2018 draft ordinance to regulate termination of a residential tenancy. Since you are our Supervisor, Felipe and I are so concerned about needing your support, We are sending this to you verbatim as drafted by The Marin Rental Property Association, of which we are a member.

The draft ordinance contains so many problems that I cannot begin to discuss them all. Below are my primary points.

The draft is a "Lifetime Lease Ordinance"

The draft's provisions for terminating a tenancy are so restrictive that any lawyer who failed to defeat a termination of tenancy covered by this ordinance should be sued for malpractice. This draft ordinance contains fewer valid causes for terminating a tenancy than all other similar ordinances in California. It also imposes such burdens of proof on the part of a Marin landlord that *only* murderers and convicted criminals will be served 60 day notices -but not if an electrical outlet somewhere on the rental property has a loose wire!

What is the justification for the Supervisors to consider such a lop-sided and punitive ordinance?

This draft ordinance is a lottery-win for anti-community tenants and a full-employment act for eager attorneys.

This draft ordinance is not justified for Marin

There is no factual basis in the Marin rental market for adopting such a restrictive ordinance.

According to County data, filings for residential evictions in Marin continue their seven year decline, and are now down to levels of less than 1% of all rental units.

According to data from the Judicial Council of the California courts, Marin County consistently has lower annual eviction rates than all surrounding counties.

It is misleading to claim that Marin tenants are facing uniquely significant and imminent pressures to end their tenancies.

Given Marin's continuing progress and the arguable absence of a crisis in terminations of tenancies, a most reasonable tool for addressing alleged uncertainty within the tenant community would be to collect verifiable data.

Collecting data on tenancies would provide useful and substantive guidance without significantly harming stakeholders in these matters. There are, of course, additional tools available for addressing the concerns of tenant advocates.

The draft ordinance threatens the health and safety of our communities

The draft ordinance, if adopted, presents such significant hurdles to removing a recalcitrant problem tenant that our rental communities will begin to decline. The technicalities of these hurdles are better explained by others. But in practice, this draft ordinance will lead to safe haven for dangerous tenants who threaten the well-being of their neighbors.

The ordinance will disproportionately harm women and elderly tenants because they are more likely to suffer the consequences of a bad behaving tenant –typically a male. This ordinance will lead to increasing acquiescence to situations of unwanted advances, harassment, and a plethora of threats directed at women and the elderly. Tenant conflicts do occur periodically in all rental complexes, and these conflicts have been addressed fairly and expeditiously by responsible Marin landlords. Where is the justification to sacrifice the peace and tranquility of the majority of well-behaved tenants by creating such high barriers to sending serial-offenders elsewhere? All residents in Marin should be wary of the adoption of this draft ordinance because the long-term consequences will adversely affect their neighborhoods and communities.

This ordinance is not wanted by Marin voters

On November 6th, a substantial majority of Marin voters voted against expanded tenant protections and rent controls by defeating Prop 10. Unlike voters in San Francisco and Alameda counties, *a majority of Marin voters voted against expanding controls on rental properties*. A majority of Marin voters, who are arguably smart and progressive, do NOT want this draft ordinance. I urge the Supervisors to heed voters’ sentiments.

In summary, please table consideration of counter-productive and highly restrictive tenancy controls. Leverage the unique conditions in Marin, and focus on effective solutions for addressing our housing issues.

Sincerely,

Barry T. Joseph
Property Manager

Felipe R. Santiago
Trustee

Strawberry Shores Apartments
111 Seminary Drive
Mill Valley

La Rue, Debbi

From: David Coury <davecoury@yahoo.com>
Sent: Monday, December 03, 2018 5:25 PM
To: BOS
Subject: Alexandria Coe on Affordable Housing

And the need for renter protections....

Bay Area adults struggle mightily with the cost of housing, but housing insecurity has deep effects of young students as well. Alexandria Coe has this Perspective.

The saying, "home is where the heart is," resonates in my mind everyday I come home. Home is where you're supposed to be the most comfortable, the most whole, the most yourself. But for me and the rest of the 15 million kids who have struggled with affordable housing and poverty in their lives, we think otherwise. Affordable housing is a big issue here in Marin County, and an even greater issue around the Bay Area, that is more difficult and complicated to understand.

It wasn't until my parents got divorced, and my mom as a struggling single mother was not able to pay the rent, that I started to realize the struggle that people face with housing. I never really thought that this would be something I would have to deal with. Where I was born and raised in Berkeley, my family and I used to live in a condo. Even though it was small, it was ours, just ours. I used to have my own room, my own bed, my own stuffed animals and pillows. I would never have thought that one change like moving to Marin could make such a difference.

Four years later, our living conditions haven't really improved or worsened. We now have a bed, a bathroom and a small closet, encased in the darkness of a friend's basement. Here, I wish for better, but I also feel fortunate enough to have a roof over my head, even if it's covered in asbestos. It angers me to know how much money Marin has, and to see it not implementing much change. How come here, a place known for its wealth, we have a rapidly growing population of the homeless who are dumped out on the streets? How come here, the waiting lists for Section 8 housing take years to reach the top? How come here, compassion and love for those not as fortunate as others, is almost impossible to find or see at all?

I never truly thought about not having a home, or a 'good' one at that. I never realized how privileged I was, how needy, and wanting. I never re-thought the cost of a lollipop or a piece of candy. Up until now, it has made me realize how ignorant I was. I would've never thought that one of those kids without a 'good' home, would be me.

Sponsored By

With a Perspective, I'm Alexandria Coe.



Best regards, Dave
415-717-7770
PO Box 278
Corte Madera, CA 94976

we don't know who discovered water, but we're pretty sure it wasn't a fish
-Attributed to Marshall McLuhan

"Consult not in your fears but your hopes and your dreams. Think not about your frustrations, but about your unfulfilled potential ."

~Pope John XXIII

<https://www.changethename.net>
<http://marinhousingsolutions.org/>
<http://brilliantcorners.org/>

La Rue, Debbi

From: Lanai Apartments <lanai.apartments2555@gmail.com>
Sent: Monday, December 03, 2018 10:28 PM
To: BOS
Subject: Draft ordinance: REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

Board of Supervisors

County of Marin

3501 Civic Center Drive, Suite 329

San Rafael, CA 94903

Re: Draft ordinance: REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

Dear Supervisors:

I am writing regarding the Nov. 16, 2018 draft ordinance to regulate termination of a residential tenancy.

I have been a property manager since 1994, the last 12 ½ years as Resident Manager at the Lanai Apartments in Fairfax. The owner has done a beautiful job of keeping both the inside and outside of her building well-maintained. She has made sure that her property managers are diligent about following Fair Housing rules both during the leasing process as well as during ongoing tenancies. She has created a set of application standards that help to ensure that those moving into the 33-unit complex will be both financially responsible and have a rental history showing that they can coexist peacefully with the existing tenants. That has made her complex a desirable place to live. Because living here is a pleasure, tenants are responsible by paying their rent in a timely fashion. They typically will ask first before doing something that may be in violation of their lease. When they are aware of the rules and regulations as tenants, they are vigilant to follow those rules knowing that they could lose their right to live in a wonderful environment.

While I'm grateful that the owner of The Lanai Apartments has worked hard to establish those rules and thus created an appealing place to live, I do not believe that she is the only property owner in Marin to do this. The vast majority of owners and property managers already follow the list of 6 circumstances that qualify as "For Cause" listed in the ordinance **Section: 5.100.040 Cause required to terminate tenancy**. There are also additional State laws that protect tenants from unlawful tenancy termination already in place.

The facts show that Marin County does not have a significant problem with evictions. I believe this ordinance is a knee-jerk reaction to a small but vocal group of people who are on edge about the cost of housing and the availability of affordable housing. While I am sympathetic to their plight, affordable housing is a completely different issue and one that will not be solved by a Just Cause ordinance. How quickly will Just Cause become rent stabilization, neither of which have ever been proven to successfully resolve a housing crisis?

As mentioned previously, my tenants are all well aware that they could lose their right to live at the Lanai if they are unwilling to follow the sensible and reasonable rules and regulations that have made Lanai a peaceful and beautiful place to come home to at the end of the day. If you make terminating a tenancy a burdensome process for the owner and/or property manager and tenants are made aware of this, I am confident that this would embolden those possible problem tenants into showing disregard for the rules of the complex. The result will be misery for existing tenants as well as the resident managers and owners. The Just Cause ordinance will make the tenancy termination process onerous

and more complicated for both owners and property managers while not even coming close to solving the real problem, that of the availability of affordable housing.

Clearly, I am not the only one who feels this way since a majority of smart and forward-thinking voters defeated Prop 10 back in November. We do not need nor do we want expanded controls on rental properties. This could have a seriously negative impact on rental property values, operating costs and ultimately rental prices. The people spoke loud and clear on November 6th and I urge you not to ignore their voices.

In summary, please take consideration of counter-productive and highly restrictive tenancy controls. Leverage the unique conditions in Marin and focus on effective solutions for addressing our housing issues.

Sincerely,

Rebecca Camiccia

Resident Manager

The Lanai Apartments

--
Rebecca Camiccia
Lanai Apartments
2555 Sir Francis Drake Blvd.
Fairfax, CA 94930
Ph. - 415.454.3688
Fax 415.454.2971

La Rue, Debbi

From: Mark Foehr <markcfoehr@gmail.com>
Sent: Tuesday, December 04, 2018 10:28 AM
To: BOS
Subject: Just Cause Evictions

Dear BoS -

Please oppose the “Just Cause eviction” ordinance.

The vast majority of rental property owners are small mom and pop operations who are responsible housing providers, delivering safe, clean and well maintained properties for their tenants. Just Cause eviction provisions will further restrict an already tight housing supply for middle and lower income renters. These policies do the opposite of what supporters intend.

No responsible owner wants to evict or lose good tenants.

Under Just Cause Eviction laws landlords react by raising their requirements for successful applicants – including higher credit scores and verifiable income. As they know it becomes more difficult and expensive to remove problem tenants, landlords will only rent to the most highly qualified applicants, **crowding out the very people supporters of Just Cause claim they support – middle and lower income people.**

Instead of making it more difficult for middle and lower income folks to find quality housing the BoS should focus on issues like local reliance on high sales taxes which are highly regressive and place a greater burden on lower and middle class income families. The myriad of real estate fees and never ending parcel tax increases contribute to upward pressure on rents. The County should take a serious look at taxation policies, particular how they adversely impact lower and middle income residents.

Draconian polices such as so-called Just Cause Evictions will only discourage investment in maintenance and new construction, degrading the quality of rental housing as well as future supply.

Please oppose Just cause Eviction Law.

Thank you
Mark Foehr
San Anselmo

Dear Supervisors.

I'm sending you this message hoping you reconsider any action on " Just Cause " ordinance on tomorrow meeting.

As a Landlord for over fifty years I've never have had to evict anyone. Most of my tenants have lived in my building in San Anselmo for over 20 to 30 years. I'm now on my third generation of tenants. I prefer residents. I also live on the property and at my age it's a perfect place to be.

Most of fellow landlords, I'm a member of the Marin Rental Property Association are small building owners who invested in rental property for their retirement years. They do everything they can to retain tenants and avoid turnovers. Most of us have comfortable relationship with our resident. Personally, I consider my residents my neighbors.

Most of my rents are far below the market rents and when someone dose decide to move on, I remodel the unit and bring the rent closer to market rents. I make sure the applicant is qualified to afford the unit. My current rental income is an average between the old timer and new residents. Which works for me.

My rents range for \$1300 to \$1995 for nice 800 square foot one-bedroom apartment located downtown San Anselmo.

But as a Landlord I have responsibilities.

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2) Regarding Repairs, during last three years I've have completed three major repairs projects with just one a small increase in rents. around 5 percent. I spent approximately over 150 thousand dollar which came out of my reserve fund.

I am happy with the current rental laws. I don't discriminate and have residents from various backgrounds and lifestyles. Lots of teachers.

BUT rent control or Just Cause would turns this in a nightmare, it would take away my control / judgement to some unknown un-elected board.

Most of my fellow landlords bend over backwards to help their residents BUT sometime the only solution is giving the resident an ultimatum ether stops what they are doing or move. Under current law they can appeal this to a various tenants / State rights groups.

Point of Order. If a tenant files a appeal with the Just Cause Board and loses. Isn't the Tenant required to answered the question on the next rental application Have you ever been evicted or asked to move?

In the future for new applicants I'll be very careful in my selection process regarding whom I pick. Presently I consider hardships in the selection process but not under Rent control or a Just Cause process.

Call me anytime if you would like incite.

Sincerely yours

Karl Baeck

La Rue, Debbi

From: Linda Nelson <Linda@harbor-point.com>
Sent: Tuesday, December 04, 2018 12:33 PM
To: BOS
Subject: Objection to Just Cause Eviction Ordinance

December 4, 2018

Board of Supervisors
County of Marin
3501 Civic Center Drive, Suite 329
San Rafael, CA 94903

Subject: Draft ordinance: REQUIRING CAUSE TO TERMINATE A RESIDENTIAL TENANCY

Dear Supervisors:

I have worked as a Property Manager in several Bay Area communities the last 30 years. I started in Contra Costa County managing property in Martinez, Concord and Antioch. I later worked in Emeryville managing properties mainly in Oakland and Berkeley. These last two cities had and still do have Just Cause Eviction and Rent Control. What often happens when Just Cause was required has the opposite affect then its goal. What I have seen is that in most cases is the desirable residents the ones that move because they have to live with undesirable neighbors. The problem is the landlords have a difficult time having the undesirables evicted unless it for non-payment of rent. I have found residents are very reluctant to make complaints in writing or go to court for fear of reprisal.

I strongly agree to the objections stated below that the ordinance contains so many problems it would have the opposite effect that the Board of Supervisors are trying to do. Landlords and renters all know Marin has a rental housing shortage but this is not the answer. Please do not pass this ordinance and look into other ways of getting more affordable housing in Marin.

Sincerely,

Linda Nelson
Property Manager
Marin Land Development
Harbor Point Apartments
2 Harbor Point Drive
Mill Valley, CA 94941
(415) 383-1777

The draft is a “Lifetime Lease Ordinance”

The draft’s provisions for terminating a tenancy are so restrictive that any lawyer who failed to defeat a termination of tenancy covered by this ordinance should be sued for malpractice. This draft ordinance contains fewer valid causes for terminating a tenancy than all other similar ordinances in California. It also imposes such burdens of proof on the part of a Marin landlord that *only* murderers and convicted criminals will be served 60 day notices -but not if an electrical outlet somewhere on the rental property has a loose wire!

What is the justification for the Supervisors to consider such a lop-sided and punitive ordinance?

This draft ordinance is a lottery-win for anti-community tenants and a full-employment act for eager attorneys.

This draft ordinance is not justified for Marin

There is no factual basis in the Marin rental market for adopting such a restrictive ordinance.

According to County data, filings for residential evictions in Marin continue their seven year decline, and are now down to levels of less than 1% of all rental units.

According to data from the Judicial Council of the California courts, Marin County consistently has lower annual eviction rates than all surrounding counties.

It is misleading to claim that Marin tenants are facing uniquely significant and imminent pressures to end their tenancies.

Given Marin's continuing progress and the arguable absence of a crisis in terminations of tenancies, a most reasonable tool for addressing alleged uncertainty within the tenant community would be to collect verifiable data.

Collecting data on tenancies would provide useful and substantive guidance without significantly harming stakeholders in these matters. There are, of course, additional tools available for addressing the concerns of tenant advocates.

The draft ordinance threatens the health and safety of our communities

The draft ordinance, if adopted, presents such significant hurdles to removing a recalcitrant problem tenant that our rental communities will begin to decline. The technicalities of these hurdles are better explained by others. But in practice, this draft ordinance will lead to safe haven for dangerous tenants who threaten the well-being of their neighbors.

The ordinance will disproportionately harm women and elderly tenants because they are more likely to suffer the consequences of a bad behaving tenant –typically a male. This ordinance will lead to increasing acquiescence to situations of unwanted advances, harassment, and a plethora of threats directed at women and the elderly.

Tenant conflicts do occur periodically in all rental complexes, and these conflicts have been addressed fairly and expeditiously by responsible Marin landlords. Where is the justification to sacrifice the peace and tranquility of the majority of well-behaved tenants by creating such high barriers to sending serial-offenders elsewhere?

All residents in Marin should be wary of the adoption of this draft ordinance because the long-term consequences will adversely affect their neighborhoods and communities.

This ordinance is not wanted by Marin voters

On November 6th, a substantial majority of Marin voters voted against expanded tenant protections and rent controls by defeating Prop 10. Unlike voters in San Francisco and Alameda counties, *a majority of Marin voters voted against expanding controls on rental properties*. A majority of Marin voters, who are arguably smart and progressive, do NOT want this draft ordinance. I urge the Supervisors to heed voters' sentiments.

In summary, please table consideration of counter-productive and highly restrictive tenancy controls. Leverage the unique conditions in Marin, and focus on effective solutions for addressing our housing issues.

La Rue, Debbi

From: kathryn fitzgerald <kmf94941@gmail.com>
Sent: Tuesday, December 04, 2018 12:56 PM
To: BOS
Subject: Just Cause Ordinance

Supervisors:

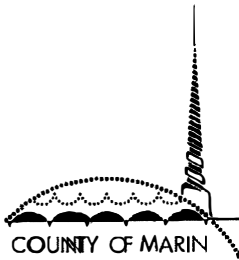
We are strongly opposed to interference in the landlord/tenant business relationship and see no reason for this proposed ordinance requiring 'just cause' before asking a renter to vacate property.

No good will ultimately come of this; rental properties will diminish or become slum properties, and landlords will be tempted to convert their properties to condos or TICs.

We believe in private property rights, the good sense of the majority and that the market will prevail. This proposal will have negative unintended consequences.

Sincerely,

Kathryn & Paul Fitzgerald



COMMUNITY DEVELOPMENT AGENCY
HOUSING AND FEDERAL GRANTS DIVISION

Brian C. Crawford
DIRECTOR

Marin County Civic Center
3501 Civic Center Drive
Suite 308
San Rafael, CA 94903
415 473 6269 T
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415 473 2255 TTY

Building and Safety
Environmental Health Services
Planning
Environmental Review
Housing
Sustainability
Code Enforcement
GIS
Federal Grants

www.marincounty.org/cda

September 11, 2018

Board of Supervisors
County of Marin
3501 Civic Center Drive
San Rafael, California 94903

**BOARD RECEIVED PUBLIC
TESTIMONY, EXPRESSED
SUPPORT FOR CHANGES TO THE
HOUSING INSPECTION PROGRAM
AND PROVIDED DIRECTION TO
STAFF REGARDING
DEVELOPMENT OF A DRAFT JUST
CAUSE ORDINANCE**

SEPT 11, 2018

SUBJECT: Rental housing workshop on recommended enhancements to the multi-unit housing inspection program and options for Just Cause for eviction policies.

Dear Board Members:

RECOMMENDATION:

1. Receive staff presentation and approve changes to the County's multi-unit housing inspection program;
2. Hold a workshop and receive public testimony on Just Cause for eviction ("Just Cause") policies; and
3. Direct staff to pursue one of the following options:
 - a. Prepare a draft Just Cause ordinance for your Board's consideration at a future public hearing; or
 - b. Discontinue or suspend consideration of a Just Cause ordinance.

The Board of Supervisors has been reviewing and implementing various policies and programs aimed at addressing affordable housing and tenant protections in unincorporated Marin. A number of these policies have been implemented and we continue to explore policy options to address these important community issues. Specifically, your Board has taken the following actions over the past three years:

- Designated \$1 million dollars from the General Fund for funding of affordable rental housing for families;
- Acquired multi-family rental properties for preservation as affordable housing;
- Amended the Development Code to encourage accessory and junior accessory dwelling units;
- Adopted a Fair Housing ordinance to establish source of income protection;
- Adopted a Rental Housing Dispute Resolution ordinance to establish a mandatory mediation program; and
- Implemented two landlord incentives programs.

The purpose of this workshop is to provide your Board with an update on recommended improvements to the County's multi-unit housing inspection program and to review options for Just Cause policies.

HOUSING INSPECTION PROGRAM

BACKGROUND: County staff is currently responsible for inspecting rental housing properties with three or more units located within the unincorporated County and cities and towns in Marin except for the City of San Rafael and City of Novato, both of which administer their own housing inspection and enforcement programs. Staff currently inspects approximately 8,900 rental units on approximately 650 properties, representing 48% of the total number of units and 44% of rental properties within the entire county. Similarly, the Marin Housing Authority has assumed responsibility for inspecting public housing units and correcting violations within their purview.

County staff initiates the standard inspection process by providing advance written notification of the inspection date to the owner. Staff typically inspects 20-30% of the units on the day of inspection. A standard fee is charged annually to the property owner along with an operating permit to cover the County cost of conducting the program, with fees varying based on the number of units on a property.

RECOMMENDED CODE ENFORCEMENT ENHANCEMENTS: During your deliberations on tenant protection measures, the Board received public testimony regarding the lack of proper or timely maintenance of rental units that may result in substandard living conditions, potential adverse health effects for tenants, and violations of state housing law administered by the County. The Board responded to this input by requesting that staff evaluate the County's housing inspection and enforcement program to consider ways of ensuring staff is working effectively with landlords and tenants to identify and resolve housing code problems.

With that directive in mind, staff has been consulting with the Board of Supervisors ad-hoc Housing Subcommittee to explore changes to current inspection and enforcement procedures and policies. This effort has resulted in staff proposing the following program changes:

1. Inspect 100% of rental units on a property if one of two events occur:
 - a) County staff finds more than one major code violation within a building or on the property (typical major violations include vermin infestation, leaking roofs, windows or siding, and excessive mold attributed to leaks, sanitary sewer line failure and persistent plumbing leaks).

Properties would return to the standard protocol of staff inspecting 20%-30% of the units on a property only after all violations have been corrected in a timely manner.

- b) The property owner or their property manager fails to correct code violations within a reasonable period of time as determined by staff, based on magnitude of code violation and work required to correct.
2. Charge additional fees to property owner to offset County cost of additional inspection and enforcement time.

3. Increase and enhance staff resources by adding a Spanish speaking inspector to the program.
4. Expand the agency's website presence by including educational and referral information on a variety of topics, such as landlord and tenant rights and responsibilities, landlord tenant dispute resolution, rodent infestation, indoor air quality, mold, and services offered by Legal Aide of Marin.

Property inspections prompted by tenant complaints will continue to be responded to within 24-48 hours based on the severity of the alleged violation. Staff responses are usually initiated by way of return phone call to the tenant.

Staff will provide a report on implementation of these changes to the Board prior to the end of 2019.

JUST CAUSE POLICY OPTIONS

SUMMARY: Just Cause policies are intended to provide stability for households who rent by regulating the grounds for eviction, typically by prohibiting termination of a residential tenancy without a specific reason. These policies serve to promote greater awareness of the rights and responsibilities of landlords and tenants and provide a clear and transparent process for evictions and lease terminations,¹ particularly when rental agreements do not exist or lack specificity. Even in jurisdictions with Just Cause policies, landlords retain the legal right to evict tenants who fail to pay rent, breach material lease terms, cause legal nuisances to the landlord or fellow tenants, or engage in criminal activity. Landlords also have the ability to "go out of business" by withdrawing buildings with residential units from the rental market. Just Cause policies protect responsible tenants from unpredictable evictions. However, they do not prevent landlords from raising rents or limiting the amount that rents may increase,² nor do they prohibit lease terminations or evictions based on specified causes, including non-payment of rent or other material violations of a rental agreement.

Under State current law, landlords have the legal right to terminate a periodic tenancy without reason so long as they provide the tenant written notice to vacate. State law requires that a residential tenant living in a home for less than one year receive 30-day written notice; the termination of a tenancy where the tenant has resided in a home for one year or more must be noticed 60 days in advance. Landlords can also serve tenants with a three-day written eviction notice for any cause consistent with the State Code of Civil Procedure § 1161, such as non-payment of rent or remaining in a home after the expiration of a lease. In addition, the state Ellis Act (Government Code §§ 7060-7060.7) requires that property owners be allowed the withdraw their properties from the residential rental market.

¹ An eviction occurs when a residential tenant is forced out of their home by action or decision of a landlord or property manager. Lease terminations are considered informal evictions. A formal eviction comes with a court order and can create additional barriers for tenants seeking to relocate, since many landlords screen for recent evictions.

² Pursuant to the County's recently adopted Rental Housing Dispute Resolution ordinance ("Mandatory Mediation"), rent increases are not valid if a landlord fails to properly notice the tenant of the increase by providing them with a notice of tenant rights, or if a landlord is found by a hearing officer to have acted in violation of the program's requirement to participate in good faith.

Responses to frequently asked questions are provided as the second attachment to this report.

BACKGROUND: The Board of Supervisors recent work on tenant protection and affordable housing policy options has been prompted by a number of factors contributing to the severe shortage of affordable homes that currently exist in Marin and many other communities.

Marin County is a highly desirable place to live and work because of its beautiful setting, distinctive communities, and abundant cultural and recreational opportunities. In addition, more than 80% of the land in Marin is dedicated to parkland, open space, and agriculture, thus protecting or restricting it from further development. As housing costs have increased steadily, the sources of funding to support the preservation and creation of affordable housing opportunities have shrunk. These trends are reflected by low vacancy rates, the pressures of increasing demand, and a widening gap between housing affordability and the cost of purchasing and renting a home. Many lower- and moderate-income residents, including seniors and families, are struggling with the high cost of housing. In addition, Marin's workforce is facing longer commutes with fewer of those employed by local businesses living in the County.

Marin County is part of the San Francisco Metropolitan Statistical Area (MSA), which continues to have the second highest median home sales price in the nation following the San Jose MSA.³ Housing prices in Marin and much of the Bay Area have been high for many years; however, a dramatic rise has occurred since the 2008 recession. In 2009, the median home sales price in Marin was \$750,000 for a single-family detached home, and \$337,000 for a condominium/townhome. By 2017, the median home sales price was \$1,334,000 for a single-family detached home and \$700,000 for a condominium/townhome.

Rental prices have also soared. In 2005, the average rental in Marin cost \$1,478 per month. Despite the 2008 recession, this figure climbed to \$1,673 per month by 2009. As of June 2017, average rents have jumped up 65% since 2005, to \$2,448 per month.⁴ Based on housing affordability standards,⁵ a household would need to earn \$8,187 per month or \$98,240 per year to afford the average rental in Marin, and approximately \$200,000 per year (\$17,000/month) to afford the average purchase price of a single-family home.

³ (2018). *Metropolitan median area prices and affordability*. Retrieved from <https://www.nar.realtor/research-and-statistics/housing-statistics/metropolitan-median-area-prices-and-affordability>

⁴ Burke, Michael J. (2018). *Marin County rental statistics, second quarter 2018*. Retrieved from <http://www.marinapartments.com/docs/RentalSurvey.pdf>. This report includes a disclaimer that the "information is deemed reliable but accuracy cannot be guaranteed." CoStar Market Analytics, the creator of the first order data and analysis, typically surveys only large apartment buildings.

⁵ According to the US Department of Housing and Urban Development (HUD), "families who pay more than 30 percent of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation and medical care." Retrieved from http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/affordable_housing.

While Marin is known for its affluence, roughly 20,000 people, or 8% of the County population, live below the Federal poverty line. Another 30% (more than 50,000 people) live below the California Self-Sufficiency Standard (SSS), which includes the costs of basic needs for California’s working families.⁶ Given these statistics, it is not surprising that many Marin households are experiencing housing instability. According to 2016 American Community Survey data, approximately 69% of households in unincorporated areas of Marin own the home they occupy, while the remaining 31% are renters.⁷ The data for median incomes and median home prices indicate that many existing homeowners in Marin would likely not be able to purchase their home again at current market rate prices.

Rising housing costs and diminishing supply is contributing to the loss of much of the already limited supply of rental housing stock affordable to lower- and moderate-income households. The lack of affordable rental housing has also contributed to a rise in the local population of people experiencing homelessness and those who are only precariously housed.⁸ The Marin County 2017 Point in Time Count⁹ of people experiencing homelessness revealed a total of 1,117 people who were homeless.¹⁰ The 2017 homeless count included a total of 75 families with children, accounting for 18% of the overall homeless population. Of those surveyed for the 2017 count, 35% shared that this was their first time experiencing homelessness, and 64% said they’ve been homeless for a year or more.

In 2015, the County released the Rental Housing Survey to solicit input from renters and landlords regarding the rental housing market in Marin. Of the more than 800 tenant-respondents, 372 (45%) were concerned with insecurity and instability of their rental home; 59% of respondents were worried about rent increases and/or eviction. The current state of the rental housing market and its impact on the local economy is prompting jurisdictions across the Bay Area and beyond to consider measures such as Just Cause policies to address the tight rental market.

Affordable housing policies

A Just Cause ordinance was first identified by your Board in a four-part workshop series covering a variety of tenant protection and affordable housing policy options held between October 2015 and February 2016 (Attachments 3 – 6). In the final workshop of that series, your Board approved an eleven-part policy work plan to preserve housing affordability and prevent displacement, including consideration of a Just Cause ordinance.

⁶ United Way Bay Area. [October 2017]. *Snapshot of poverty: Marin County*. Retrieved from <https://uwba.org/wp-content/uploads/2017/10/Marin-Snapshot.pdf>.

⁷ U.S. Census Bureau (2016). *Tenure by Units in Structure, 2012-2016 American Community Survey 5-year estimates*. Retrieved from <https://factfinder.census.gov>.

⁸ A person is considered precariously housed and at risk of homelessness if they are about to lose housing and have no other place to live, or are housed but living temporarily with friends or family because they lack the resources and/or support networks to retain or obtain permanent housing and/or are housed but have moved frequently due to economic reasons and/or are living in severely overcrowded housing.

⁹ The Point in Time count is a Housing and Urban Development requirement to count the number of sheltered and unsheltered homeless persons on a single night in January on a biannual basis.

¹⁰ Marin County Health & Human Services. (July 2017) *Marin County 2017 homeless count & survey: Executive summary*. Retrieved from https://www.marinhhs.org/sites/default/files/files/servicepages/2017_07/marin_pit_executive_summary_2017.pdf.

The implementation schedule for the work plan has been revised since its initial approval (Attachment 7). Most recently, during the Board of Supervisors December 12, 2017 hearing on the Rental Housing Dispute Resolution program ("Mandatory Mediation"), the Board signaled its intent to hold a workshop to conduct a focused discussion of Just Cause policies (Attachment 8).

On June 12, 2018, the Board of Supervisors received the initial recommendations from a Community Advisory Group and Steering Committee for the County's ongoing Assessment of Fair Housing (Attachment 9). The recommendations are based on an extensive community engagement process reaching over 1,400 people from all areas of Marin, with a focus on communities most impacted by barriers to fair housing choice. Among the initial priority recommendations from the Advisory Group and Steering Committee is the Board's consideration of a Just Cause ordinance during 2018.

DISCUSSION: Just Cause ordinances are used by local jurisdictions to promote tenant stability and preservation of affordable housing options, particularly in low-vacancy and expensive housing markets. Just Cause policies ensure that landlords can lawfully evict tenants so long as the landlord has an acceptable reason while also protecting tenants from capricious, discriminatory or retaliatory evictions.

Notwithstanding the landlord protections in State law, landlords and rental property owners tend to view Just Cause ordinances as being onerous and complicating the current eviction process, in which a landlord has only to inform a tenant that their lease is being terminated to initiate an eviction. They maintain that Just Cause policies may discourage investment in rental property, increase operating costs and rental prices, make it more difficult to remove problematic tenants, and express concern that adoption of such policies could foretell that of rent stabilization. Landlord organizations also point to existing laws that protect renters from arbitrary or unreasonable evictions. For example, State law prohibits renters from being evicted in retaliation for filing a complaint about unsafe or unhealthy living conditions.

Because the County is in the process of preparing a fair housing study, Just Cause policies should be examined in light of overcoming barriers to fair housing choice by improving and stabilizing low-income neighborhoods while protecting against displacement. Just Cause policies relate to fair housing laws in three essential ways:

1. *Discriminatory or retaliatory intent.* The reason for eviction may be difficult to prove if no cause is provided by the landlord. Providing a reason for an eviction can provide transparency for all parties involved, reducing the chance that a noticed eviction is motivated by unlawful discrimination or retaliation.
2. *Consequences of exclusionary housing practices.* Due to historical housing policies in Marin County, members of protected classes¹¹ have been prevented from accessing homeownership and they continue to face increased obstacles to attaining it. Members of the protected classes are therefore more likely to be renters who could

¹¹ As noted by the U.S. Department of Housing and Urban Development (HUD), members of protected classes defined by the Fair Housing Act include race, color, national origin, religion, sex, familial status and disability.

benefit from policies like Just Cause. The protections embodied in such policies are often designed to prevent or relieve displacement pressures for existing tenants, thereby avoiding the exacerbation of unwanted historical housing patterns, such as segregation. According to data collected by Fair Housing Advocates of Northern California, members of protected classes are overrepresented in lease terminations compared with the overall population, and evictions are commonly intertwined with discrimination and fair housing complaints.

3. *Cost of moving.* The cost of moving is more than the movers and materials themselves, notably in areas with low-vacancy and expensive housing markets, like Marin County. To find new housing, renters must also have enough money for security deposits which may cost as much as twice the monthly rate. In a market where the Fair Market Rent for a two-bedroom apartment is \$3,121,¹² security deposits can easily be as much as \$5,000. Additionally, given the low vacancy rate, an unexpected move may force the tenant to either pay rent two apartments for some period or otherwise face homelessness.

Just Cause policies typically permit a landlord to recover possession of a rental unit for any of the enumerated reasons to permit evictions, which may vary slightly between jurisdictions. The attached samples (Attachment 1) provide examples of Just Cause from other Bay Area communities. Reasons for eviction which are usually included in Just Cause ordinances can be characterized as either "for cause" (those resulting from the tenant's behavior) or "no fault" (those resulting from the landlord's desired uses for the property).

Common "for cause" reasons for terminations are as follows:

- The tenant has failed to pay the rent to which the landlord is entitled.
- The tenant has violated their lease or rental agreement and has failed to comply after receiving lawful notice.
- The tenant is committing a nuisance, permitting a nuisance to exist, or is causing damage to the rental unit or the property. A nuisance is anything that creates an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the same or adjacent buildings.
- The tenant is using a rental unit or permitting it to be used for any illegal purpose. This includes committing any such acts within a 1,000 foot radius of the boundary line of the property.
- The person in possession of the rental unit at the end of a lease term is a subtenant not approved by the landlord.
- The tenant has refused the landlord reasonable access to the unit for the purpose of making repairs or improvements, inspection, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee.
- The tenant continues to smoke in the rental unit or in common areas where smoking is prohibited.

¹² U.S. Department of Housing and Urban Development. (2018). *Final FY 2018 FMRs by unit bedrooms*. Retrieved from <https://www.huduser.gov/portal/datasets/fmr.html>.

Common "no fault" reasons for terminations are as follows:

- The landlord seeks to recover possession to demolish the building or unit, or perform other work on the building or unit, that makes the unit uninhabitable for an extended period of time.
- The landlord seeks to recover possession of the rental unit for use and occupancy by the landlord, or the landlord's spouse, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, or parents.
- The landlord seeks to recover possession in order to remove the rental unit permanently from rental housing use.
- The landlord seeks to recover possession of the rental unit in order to comply with a governmental agency's order to vacate

No fault terminations permitted under Just Cause ordinances are frequently accompanied by other tenant protections, such as relocation benefits or a right of first refusal if the unit is re-rented.

Just Cause policies have existed in California and the Bay Area since the 1980s. In recent years, such policies have reemerged as a tool to provide stability in rental markets with very-low vacancy rates (Table A shows Just Cause ordinances around the Bay Area and the State).

Table A. Sample Jurisdictions with Just Cause Ordinances			
Jurisdiction	Just Cause? (Year Est.)	Rent Stabilization?	Mediation?
Alameda Co.	Y (2017)	Y	Y
Berkeley	Y (1980)	Y	Y
East Palo Alto	Y (1988)	Y	N
Emeryville	Y (2017)	N	Y
Glendale	Y (2002)	N	N
Hayward	Y (2003)	Y	Y
Maywood	Y (2008)	N	N
Oakland	Y (2004)	Y	Y
Richmond	Y (2016)	Y	Y
San Diego	Y (2004)	N	N
Union City	Y (2017)	N	Y

Along with a Just Cause policy, your Board should also consider the following:

- A. *Applicability:* Other jurisdictions with Just Cause ordinances have found that applicability is more effective when it is simple by virtue of being more easily communicated to, and understood by, both landlords and tenants. However, a Just Cause policy in Marin could be modified to meet local needs and concerns, for example, it could exempt certain properties with an owner-occupant on site.
- B. *Data Collection:* Some Just Cause ordinances include a provision to facilitate the collection of rental data from housing providers through periodic reporting of rent adjustments and lease terminations. This provision could respond to interest from

the Board of Supervisors, landlord and tenant communities, and municipalities in developing more accurate and timely data to inform housing policy decisions.

C. *Relocation Assistance and Right of First Return:* A Just Cause ordinance could also include provisions to help offset relocation costs for tenants in certain scenarios, for example when a new owner decides to renovate and requires tenants to move out. In addition, a right of first return can be made available to tenants displaced by an owner move-in if the owner later decides to re-rent the unit to the general public.

D. *Enforcement:* Staff would recommend that enforcement mechanisms mirror that of the Fair Housing ("Source of Income") ordinance, which sought to create consistent and easily comprehensible civil and criminal provisions. Under this approach, a Just Cause policy in Marin could be implemented as a complaint-based system, where the tenants would be responsible for pursuing alleged violations as a civil action through the Superior Court.

Alternatively, a hearing examiner could review complaints and attempt to resolve them through a mediation process, like that employed by the Rental Housing Dispute Resolution program. In instances where mediation does not produce a resolution, an administrative law judge could arbitrate and determine cases.

CONCLUSION: As has been demonstrated over the past several years, our affordable housing challenge cannot be addressed through one solution alone. The preservation of existing rental housing and the stabilization of its renter community continues to be the County's overarching affordable housing goal.

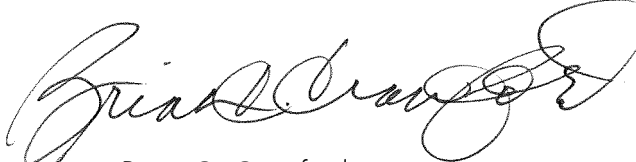
Staff asks that your Board approve the recommended code enforcement enhancements for multi-family housing and either direct staff to prepare a draft Just Cause ordinance for your Board's consideration at a future public hearing or otherwise direct staff to discontinue or suspend consideration of a Just Cause ordinance.

REVIEWED BY:

- | | |
|--|---|
| <input type="checkbox"/> Auditor Controller | <input checked="" type="checkbox"/> N/A |
| <input checked="" type="checkbox"/> County Counsel | <input type="checkbox"/> N/A |
| <input type="checkbox"/> Human Resources | <input checked="" type="checkbox"/> N/A |

Respectfully submitted,

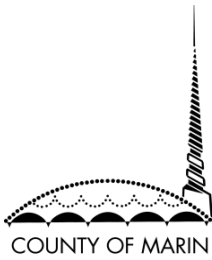

Leelee Thomas
Planning Manager


Brian C. Crawford
Director

Attachments:

1. Samples of Just Cause ordinances
2. Responses to Frequently Asked Questions (FAQs) regarding Just Cause
3. Staff Report October 13, 2015
4. Staff Report November 17, 2015
5. Staff Report December 15, 2015
6. Staff Report February 9, 2016
7. Staff Report August 1, 2017
8. Staff Report December 5, 2017
9. Staff Report June 12, 2018
10. Administrative record (comments received)

A full reference copy of this staff report and associated attachments will become available for public review at the Board of Supervisors office, 3501 Civic Center Drive, Suite 329 (8:00 a.m. to 5:00 p.m., Monday through Friday) and at the Community Development Agency, Planning Division, 3501 Civic Center Drive, Suite 308 (8:00 a.m. to 4:00 p.m., Monday through Thursday, closed Fridays).



COMMUNITY DEVELOPMENT AGENCY
HOUSING AND FEDERAL GRANTS DIVISION

Administrative record (comments received)

This attachment includes pertinent public correspondence received by Housing and Federal Grants Division staff as of 12:00 PM on December 12, 2018. Further correspondence submitted after this deadline will be distributed by the Clerk of the Board as an addendum to the Board packet.

La Rue, Debbi

From: Greg Ostroff <greg@gohstudio.com>
Sent: Tuesday, December 04, 2018 6:11 PM
To: La Rue, Debbi; Thomas, Leelee
Subject: Questions about proposed Just Cause ordinance

Follow Up Flag: Follow up
Flag Status: Flagged

Thanks for your hard work.

Reading through this ordinance, I have several questions:

- 1) why is it written to include 'properties with 3 or more dwellings' instead of 'landlords/investors controlling 3 or more properties in their portfolios'?
- 2) along the same line of thinking, why are portfolios of 3 or more rented single family homes not covered?
- 3) what % of rental stock is covered under this ordinance as currently proposed? redefining according to (1) and (2), what would be the % of rental stock covered?
- 4) what are the protections (w/r/t evictions) offered to commercial tenants in unincorporated Marin and how are they consistent or different from this proposed ordinance?

Thanks very much in advance for your answers.

Sincerely
Greg Ostroff

--

Greg

greg@gohstudio.com
1 (415) 271 0943

La Rue, Debbi

From: Suzanne Sadowsky <suzannesadowsky@comcast.net>
Sent: Monday, December 10, 2018 10:37 AM
To: La Rue, Debbi
Cc: Thomas, Leelee
Subject: RE: Just Cause Ordinance Question

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Debbi and Leelee,

While nearly everyone I'm in touch with is really pleased by the unanimous vote to move forward with the Just Cause ordinance, there continues to be concern and dismay about the lack of coverage of properties with less than three units.

We are wondering if there is any way to get a handle on ownership of such properties from County administrative records? Do owners of such properties need to have a business license that defines the location of properties where they have rental dwellings? Would data from records on property taxes have any useful information? Do you have any ideas that could shed light on this vexing problem?

Suzanne

From: La Rue, Debbi <DLaRue@marincounty.org>
Sent: Monday, November 19, 2018 12:06 PM
To: Suzanne Sadowsky <suzannesadowsky@comcast.net>
Subject: RE: Just Cause Ordinance Question

Hi Suzanne,

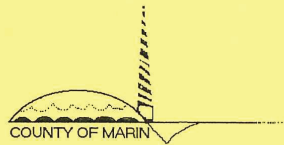
Your interpretation that the draft ordinance would not apply a Just Cause for eviction policy to properties with less than three dwelling units, and that it also categorically excludes ADUs and JADUs, is correct.

Please find 2016 5-Year American Community Survey estimates for Woodacre and a few neighboring communities summarized in the chart below. Because many rental properties are owned by corporations, and because the owners of the corporations are not required to disclose their indirect ownership, the County is not able to provide any sort of authentic analysis of residential real estate portfolios. If the Board chooses to move forward with the draft ordinance in its current form, the County will be able to track ownership of properties with three or more units, which would allow it to better understand the tenor of the market for those properties.

	Marin County, California		UNINCORPORATED Marin County, California		Fairfax town, California		Lucas Marin Califo
	Estimate	Percent of Total	Estimate	Percent of Total	Estimate	Percent of Total	Estimate
Total:	104,400		25888		3,294		2,379
Owner-occupied housing units:	66,200	63.4%	17961	69.4%	2,214	67.2%	1,991
1, detached	54,969	52.7%	16356	63.2%	1,916	58.2%	1,706

____ Sup. Connolly
____ Sup. Rice
____ Sup. Sears
____ Sup. Rodoni
____ Sup. Arnold
____ CAO
____ CAO staff

ROUTE TO:
____ County Counsel
____ Public Counter
____ Clerks
____ CDA
____ DPW



**MEMORANDUM
MARIN COUNTY BOARD OF SUPERVISORS**

TO: Members, BOS
Matthew Hymel, County Administrator/Clerk of the Board
FROM: Diane Patterson, Assistant Clerk of the Board
DATE: 12/17/2018
RE: 12/18/2018 AGENDA UPDATE

POLICY AGENDA ITEM #8

8. Request from the Community Development Agency to adopt a resolution extending the sunset date and scope of Resolution No. 2018-47, to waive or reduce building and planning fees for Junior Accessory Dwelling Units (JADU) fee waiver program. The proposed resolution also authorizes the Public Works Director to waive Roadway Impact Fees associated with the creation of JADUs, and expands the authority of the Community Development Director to waive building fees for Accessory Dwelling Units (ADU).

Attached is a presentation corresponding with the above-captioned item.

Also attached is a revised resolution corresponding with the above-captioned item.

Finally, attached is additional correspondence received on the above-captioned item.

POLICY AGENDA ITEM #9

9. Presentation from the Department of Public Works on the 2018 Marin County Travel Safety Plan that provides a county-wide systemic safety analysis of collision on local (non-state) arterial and collector roadways. (Corresponds with item CA-7a on the Board of Supervisors' agenda.)

Attached is a presentation corresponding with the above-captioned item.

Attached is additional correspondence received on the above-captioned item.

POLICY AGENDA ITEM #15

15. Hearing: Ordinance to require cause to terminate a residential tenancy (Just Cause for eviction.)

Attached is additional correspondence received on the above-captioned item.

POLICY AGENDA ITEM #16

16. Hearing: Consideration of the North Marin Water District ("NMWD") appeal of the Planning Commission's action partially sustaining the Young Appeal and conditionally approving the NMWD Coastal Permit, Drakes View Drive, Inverness.

Attached are presentations corresponding with the above-captioned item.

Attached is additional correspondence received on the above-captioned item.

12/18/18

Patterson, Diane

From: Janet Hunter <janetgwenhunter@icloud.com>
Sent: Sunday, December 16, 2018 3:58 PM
To: BOS
Subject: Fwd: Please read the attached email below regarding the need to perform an environmental impact report prior to any adoption of the proposed ordinance changing existing law to require specific causes to end residential tenancies.
Attachments: Word -email to BOB @marincounty.org.docx

Sent from my iPhone

Begin forwarded message:

From: Janet Hunter <janetgwenhunter@me.com>
Date: December 16, 2018 at 3:47:28 PM PST
To: BOB@marincounty.org
Cc: George Hunter <gandjhunter@comcast.net>
Subject: Please read the attached email below regarding the need to perform an environmental impact report prior to any adoption of the proposed ordinance changing existing law to require specific causes to end residential tenancies.

(General information referenced in this email was received thru a professional organization we belong to, Marin Rental Property Association . However, we have and are doing the walk , as they say, as Owners and Managers of Rental Property in Marin.)

Janet Hunter
janetgwenhunter@mac.com
Home: 415-457-3862
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Re: #15

December 16, 2018

BOS@marincounty.org

Marin County Board of Supervisors
3501 Civic Center Drive
San Rafael, California 94901

SUBJECT: THE BOARD MUST PERFORM AN *ENVIRONMENTAL IMPACT REPORT* PRIOR TO ANY ADOPTION OF THE PROPOSED ORDINANCE CHANGING EXISTING LAW TO REQUIRE SPECIFIC ENUMERATED CAUSES TO END RESIDENTIAL TENANCIES

Dear Supervisors:

Our names are George and Janet Hunter. We have over forty years of experience managing rental property in Marin. My husband George, has actually managed rental property since 1961 when he bought his first rental property .We operate rental properties in both Mill Valley and San Rafael. One of us is also a co-trustee , for a piece of property in Santa Venetia, in un-incorporated Marin. Going thru this legalization process for the second unit, now labeled an Accessory Dwelling Unit, was made possible through an Amnesty Program, thru the County of Marin. This happened after my parents died. During this long process, I learned about the environmental issues and requirements that are in place, in order to accomplish this legalization. The new restrictions on property owners proposed by this ordinance are going to affect this property also. We are simply trying to keep my mentally and physically disabled sister and her disabled husband, housed. My sister was born in Marin and lived her entire life on the property, with the exception of a couple years. The income from the primary dwelling helps support them and enables us to keep them on the property.

We have forty years plus years of experience managing apartment complexes in Marin. This has given us a great deal of expertise and insight into tenant behavior, as well as insight on how to manage a property efficiently and effectively. One property that is already particularly difficult to manage is in the Canal area in San Rafael.

We write to you today, to express our objection to the Board's present position, that its proposed ordinance requiring specific causes to end a residential tenancy is exempt from the requirements, of the California Environmental Quality Act (CEQA). This proposed ordinance is not exempt from CEQA. The Board must perform an environmental impact report (EIR) prior to any adoption of this ordinance because it will have a significant effect on the existing environment, including adverse effects on fire danger, aesthetics, noise, discharge of chemicals into the environment, and the environment in general. We respectfully urge the Board to table the proposed ordinance, follow the CEQA law, and perform the EIR.

Re: #15

THE PROPOSED ORDINANCE WILL MAKE IT MUCH MORE DIFFICULT TO END THE TENANCIES OF TENANTS WHO ARE CAUSING ENVIRONMENTAL HARMS

In the past, when we have been confronted with a tenant who refuses to stop engaging in behavior that harms the environment, we have found it relatively easy and straightforward to resolve this environmental problem by choosing not to renew the tenant's month-to-month lease. Not having to specify and prove a cause has meant that we did not have to gather evidence. We did not have to gather witnesses. And we did not face the uncertain prospect of having to prove to a court, a "cause" why we chose not to renew the lease. This has made protecting the environment easy, effective, certain and relatively low cost.

By contrast, if the proposed ordinance is adopted, it would greatly diminish our ability, and the ability of all property owners in Marin affected by the ordinance, to protect the environment from tenants causing harm to the environment. Based upon our experience with "cause evictions" for problem tenants, for example with 3 day notices, "cause evictions" are much more difficult, time consuming, and costly than "no cause" evictions.

For property owners dealing with tenants who refuse to stop harming the environment, these new difficulties, uncertainties, and costs will cause a number of property owners, who under the present law would take action, to instead tolerate the continuing offense against the environment. Other property owners will delay taking action in order to gather witnesses and evidence. This will result in greater harm to the environment than under the present law.

Finally, we note that the drafters of this proposed ordinance have chosen not to include "harming the environment" as one of the allowed "just causes" for ending a tenancy in Marin. The failure to include this particular "just cause" alone, in and of itself, will make it more difficult, if not impossible, for the hundreds of property owners in Marin affected by this ordinance to stop tenants from continuing to harm the environment. This will result in greater harm to the environment than under the present law. Our property that is in the Canal area in San Rafael, is located on the San Rafael Canal. It is really important to not harm this environment.

Lastly, we note that Section 5.100.070(b) of the proposed ordinance creates a new private "right of action" against property owners who lose in their efforts to end the tenancy of a tenant under the proposed ordinance. These new private "right of action" provisions will make property owners such as us, and the hundreds of other property owners affected by this ordinance, hesitant to even consider a "just cause" eviction for tenants harming the environment.

THE PROPOSED ORDINANCE IF ADOPTED WILL RESULT IN GREATER FIRE HAZARDS AND MORE FIRES IN MARIN

Based upon our decades of experience managing property, we inform the Board that tenants frequently cause fire hazards. This is a sad reality. Fire hazards can take many forms including tenants burning incense or candles, and leaving them to burn all day long when they leave and go to work. This happened to us last year in one of our units. Tenants barbecuing meats using propane burners or coals on a balcony are another serious issue. Talk to insurance companies, who will shed some light on this reality, for those who are unaware of this fact. The insurance companies have the data ! Tenants storing flammable items near a furnace or piled high newspapers up to the ceiling is another reality we have had to deal with in the past. Tenants who horde boxes and books and their personal " treasures " to such an extent that it creates a potential hazard. Unfortunately, we have dealt with this situation too in the past. Should a fire start in their apartment, of course, that fire could spread so rapidly that it could lead to a very large, catastrophic fire. Many more tenants would then be permanently displaced. Another example of Fire hazards includes tenants, who are prone to repeated stove fires. The list goes on .

Under the existing law, if a tenant refuses to eliminate a fire hazard, the property owner can easily and effectively end the fire hazard with certainty by giving 30 or 60 day notice. By contrast, under the proposed ordinance, if a tenant refuses to eliminate a fire hazard, the property owner will have to prove one of the specified causes. This process will be more difficult, uncertain and costly and will lead to hesitation, delay, and frequently, no action.

Like we said, we have had experience with tenants who might be called "hoarders" who we discovered were keeping their apartments filled with clutter, such that this clutter presented a fire hazard. Under the present law, hoarder tenants who refuse to clear out such hazards can be given 30 or 60 day notice. The ability to use this streamlined process can also be used to persuade a hoarding tenant to take action and clean out the clutter.

By contrast, if the proposed ordinance is adopted it will make it much more difficult for us, and other property owners and managers in Marin, to deal with the fire hazards presented by "hoarders." Thus, the proposed ordinance will lead to greater fire risk in Marin, and more fires in Marin than under the present existing law. This is truly a concern, with all the fires that have been happening state wide, the last few years.

THE PROPOSED ORDINANCE IF ADOPTED WILL HAVE AN ADVERSE EFFECT ON AESTHETICS IN THE ENVIRONMENT OF MARIN

Many of the buildings affected by this proposed ordinance include a balcony as part of the rental unit, and the tenant has control over this balcony. These balconies frequently face busy public streets. Keeping these balconies looking attractive, relatively free from clutter, free from being an eyesore, is often a source of conflict between landlords and tenants. We deal with this issue on a regular basis.

Under existing law, if a tenant refuses to clean up an unsightly balcony, the property owner has the option of using a relatively easy and streamlined process. The fact that the property owner can use such a streamlined easy and efficient process provides helpful additional persuasion to encourage tenant compliance.

By contrast, if the proposed ordinance is adopted, a property owner will be uncertain as to whether this aesthetic problem constitutes one of the "just causes" specified in the ordinance. This uncertainty will, in many cases, lead property owners to simply choose not to take action, or alternatively, delay taking action in order to gather more evidence and witnesses. Inaction, delay, and uncertain results will lead to the aesthetic degradation of the appearance of these properties in Marin. These aesthetic issues can also grow into structural issues affecting the building, when the tenant refuses to mitigate the issue. We have dealt with this issue, when tenants place beautiful, potted plants, which are too heavy, for the safety of our balconies. On top of this situation, the potted plants sometimes are over watered and create a hazard.

Finally, we note that the proposed ordinance fails to include a just cause for eviction that the tenant is causing "aesthetic damage," or any damage to the unit or building for that matter. More examples of the above is when tenants additionally cause outward aesthetic degradation from windows or doorways, to littering on the property etc.. Under existing law, remedying such aesthetic degradations is relatively easy and certain. By contrast, the proposed ordinance will make it virtually impossible for a property owner to end the aesthetic degradation.

THE PROPOSED ORDINANCE IF ADOPTED WILL HAVE AN ADVERSE EFFECT ON NOISE IN THE ENVIRONMENT OF MARIN

Tenants can, and frequently do, generate noise pollution. Noise pollution can include: idling noisy cars on the property, honking horns on the property, shouting to visitors and friends on the property, blasting music from an apartment, conducting heated arguments in common areas late at night, and congregating and "partying" on balconies and other outdoor areas on the property.

Under existing law, if a tenant refuses to stop the noise pollution, we are able to use a "no cause" process, which also gives us leverage in discussions with the tenant. However, if the proposed ordinance is adopted, we will face uncertainty as to whether this noise represents a sufficient "just cause" to end the tenancy. Based upon decades of experience as property owners and managers, we believe this ordinance if adopted will lead to an increase in noise pollution at the properties regulated by the ordinance.

THE PROPOSED ORDINANCE IF ADOPTED WILL CAUSE GREATER AMOUNTS OF THE DISCHARGE OF OIL AND OTHER HAZARDOUS MATERIALS INTO THE ENVIRONMENT OF MARIN

Based upon our many years of experience managing property, we have frequently encountered tenants who park cars that slowly drip oil on our property, particularly but

not exclusively, in our carports. This happens on a regular basis. The slow dripping of oil from a car is a hazard, as well as an aesthetic and an environmental harm. Under the proposed ordinance, however, we would lose this leverage, and lose this ability to stop the harm to the environment.

We note that the drafters of this proposed ordinance have chosen not to include "discharging oil, fuel, or paint into the environment" as one of the allowed "just causes" for ending a tenancy in Marin. The failure to include this cause will embolden tenants who refuse to take action to stop fluids leaking from a car, and make it more difficult for not only us, but the other property owners affected by this ordinance, to stop this environmental harm.

We respectfully urge the Board to table the proposed ordinance, follow the CEQA law, and perform the EIR.

Respectfully Submitted,

Janet and George Hunter
Owner and Managers of rental properties in Mill Valley and San Rafael

December 17, 2018

Marin County Board of Supervisors
3501 Civic Center Drive
San Rafael, California 94901

**SUBJECT: THE BOARD MUST PERFORM AN ENVIRONMENTAL IMPACT REPORT
PRIOR TO ANY ADOPTION OF THE PROPOSED ORDINANCE CHANGING
EXISTING LAW TO REQUIRE SPECIFIC ENUMERATED CAUSES TO END
RESIDENTIAL TENANCIES**

Dear Supervisors:

My name is Jim Apffel, and I have owned and managed rental properties in Marin for thirty three years. For the last several years, I have been co-managing the property at 101 Belvedere Drive, Mill Valley, California. I am a retired engineering executive, with a graduate degree in electrical and computer engineering from UC Davis. The new restrictions on property owners proposed by the ordinance would apply to the property at 101 Belvedere Drive.

My thirty plus years of experience owning and managing various rental properties in Marin has given me considerable expertise and insight into tenant behavior, as well as how to manage properties efficiently and effectively.

I write to you today to express my objection to the Board's present position that its proposed ordinance requiring specific causes to end a residential tenancy is exempt from the requirements of the California Environmental Quality Act (CEQA). This proposed ordinance is not exempt from CEQA. The Board must perform an environmental impact report (EIR) prior to any adoption of this ordinance.

If adopted, this proposed ordinance would have a significant effect on the existing environment, including adverse effects on fire danger, aesthetics, noise, chemical discharges, biological resources such as wildlife, and air quality. I respectfully urge the Board to table the proposed ordinance, follow the CEQA law, and perform the EIR.

**THE PROPOSED ORDINANCE WILL MAKE IT MUCH MORE DIFFICULT TO END
THE TENANCIES OF TENANTS WHO ARE CAUSING ADVERSE EFFECTS ON THE
ENVIRONMENT, RESULTING IN SIGNIFICANT ADVERSE EFFECTS ON THE
ENVIRONMENT**

Based upon my decades of experience and expertise managing rental properties, I inform the Board that the proposed ordinance will make it much more difficult to end the tenancies of tenants who are causing adverse effects on the environment. This will be a

change from the existing situation under existing laws. (See a general discussion of the environmental harms which can take place on rental properties in Exhibit 10).

In the past, when I have been confronted with a tenant who refuses to stop engaging in behavior that harms the environment, I have found it relatively easy and straightforward to resolve this environmental problem by choosing not to renew the month-to-month lease and giving the tenant 30 or 60 days notice, without having to specify a "cause" or reason why I am not renewing the lease.

Additionally, the very fact that I have available to me this relatively easy "no cause" option to not renew the lease has given me leverage in discussions with tenants as I try to persuade them to stop causing adverse effects to the environment. In my experience, the availability of this easy "no cause" process, has helped to convince many tenants harming the environment to cease their adverse behavior. Thus, the existing law provides both leverage and easy, effective, certain and low cost results.

By contrast, if the proposed ordinance is adopted, it would greatly diminish my ability, and the ability of all property owners in Marin affected by the ordinance, to protect the environment from tenants causing harm to the environment. The proposed ordinance would eliminate the existing, easy, effective, certain approach to ending adverse effects on the environment. In its place, the proposed ordinance would require me to gather evidence and witnesses such that I could then prove to a judge that the tenant has specifically violated one of the limited numbers of specific causes in the proposed ordinance.

Based upon my decades of experience with "cause evictions" for problem tenants (using, for example, 3 day notices), I inform the Board that forcing me to prove a specific cause in this fashion, will make my job of preventing harm to the environment, much more difficult, time consuming, uncertain and costly.

To begin with, I will lose the leverage that I have under the existing easy, effective, and certain "no cause" law, and in its place, have a situation wherein both parties understand that my ability to end the lease will hinge upon my ability to prove to a court of law, with evidence and witnesses (assuming I can find them) that the tenant's ongoing harming of the environment meets a specified "just cause" in the ordinance. Thus, I will have substantially less leverage to stop the environmental harm than I do under the existing law.

If the proposed ordinance is adopted, in many cases, because I will lack enough evidence to prove my case before a judge, or do not have enough witnesses who want to cooperate, I will have to choose to let the environmental harm continue. This will lead to significant adverse effects to the environment in Marin that would not have occurred if I were operating under the existing law.

In other cases, I would have to allow the environmental harm to continue as I gathered more evidence, and more witnesses, in the hopes of eventually reaching enough evidence to prove by a preponderance of evidence, in a contested setting, to a judge that I have proven a specified "just cause" in this proposed ordinance.

In contrast to the present law, there will always be a question of sufficiency: is this enough evidence to prove this particular cause? And there will always be a question of adequacy: is THIS particular evidence good enough?

Finally, there will be the uncertainty over the particular judge. Will this particular judge ultimately find the evidence that I gathered, and presented, good enough to prove the "just cause" if the tenant chooses to contest my "just cause" eviction. This will result in adverse effects to the environment caused by my delaying to gather evidence and witnesses, that would not have occurred if I were operating under the existing law.

It has been my experience over decades of property management that the problematic behavior of a "problem tenant" is typically witnessed, not by the property owner or manager, but instead, by another tenant in the building. This "witnessing tenant" then typically complains to the owner or manager about the problem behavior. It has been my experience, however, that complaining tenants do not want to confront the problem tenant directly, and thus, do not want to testify in court against the problem tenant.

As a result, getting "witnessing tenants" to agree to serve as witnesses in "cause evictions" in court is very difficult. And getting "witnessing tenants" to actually show up in court is very difficult and uncertain.

It has also been my experience with "cause evictions" that hiring an attorney is both necessary and costly. Property owners know that the results of litigation are always uncertain. Nothing is guaranteed. The fear and uncertainty of costly litigation will cause me, and many of the hundreds of property owners affected by this ordinance, to simply allow the harm to the environment to continue, rather than incur the costs. This will result in greater harm to the environment than under the present law.

All the rental property owners that I have known and spoken with over the last thirty years understand what all the legal experts I have encountered have asserted: a "no cause termination of a lease" is to be preferred to a "cause termination of a lease." (See, for example, Exhibit 2: EX02-021, EX02-023, EX02-027, EX02-032).

Finally, I note that the drafters of this proposed ordinance have chosen not to include "harming the environment" as one of the allowed "just causes" for ending a tenancy in Marin. The failure to include this as "a just cause," alone, in and of itself, will make it virtually impossible for me, and hundreds of property owners in Marin affected by this ordinance, to stop tenants who continue to harm the environment. This failure to

include "harming the environment," will result in greater harm to the environment than under the present law.

Lastly, I note that Section 5.100.070(b) of the proposed ordinance creates a new private "right of action" against property owners who mistakenly use the ordinance to end the tenancy of a tenant under the proposed ordinance. The language here additionally states that damages shall be mandatory: "whoever is found to have violated this chapter shall be subject to damages, costs and reasonable attorney's fees." Presumably, this means that tenants who prevail when a property owner fails to adequately prove their case, are entitled to damages from the property owner.

This new private "right of action" provision with the ability to obtain damages, will make property owners such as myself, and the hundreds of other property owners affected by this ordinance, not even consider a "just cause" eviction for tenants harming the environment. Why bother? Why risk losing and paying damages? I, and the many of the hundreds of property owners regulated by this proposed ordinance, will choose to allow the environmental harm to continue. The inclusion of this new punitive language in the proposed ordinance, thus, will cause harms to the environment that would have been stopped under the existing laws.

Thus, based upon my decades of experience as a manager of property in Marin, I inform the Board that this proposed ordinance will eliminate the availability to hundreds of property owners in Marin, of an easy, effective, certain and low cost process for stopping tenants who harm the environment, and replace it, with a difficult, uncertain, and costly process that will lead, in the face of tenants who harm the environment, to inaction, delay, and uncertainty. Thus, adoption of the proposed ordinance will lead to more harm to the environment than would be the case under existing laws.

I will now turn to some of the specific harms to the environment that this proposed ordinance will cause.

THE PROPOSED ORDINANCE IF ADOPTED WILL RESULT IN GREATER FIRE HAZARDS AND MORE FIRES IN MARIN

Based upon my over thirty years of experience managing property, I inform the Board that tenants frequently cause fire hazards. Property owners and managers have a general obligation and duty to take actions to prevent fires on their properties. In practice, this obligation means that property owners and managers should be alert to possible fire hazards caused by their tenants.

Fire hazards caused by tenants can take many forms. Tenant fire hazards include tenants burning incense or candles. Tenant fire hazards include tenants barbecuing meats using propane burners or coals on a balcony. Tenant fire hazards include tenants who horde newspapers, boxes or books to such an extent that should a fire start in their

apartment, that fire would spread so rapidly that it would lead to a very large, catastrophic fire. Tenant fire hazards can also include tenants leaving their apartments with candles, cigarettes, or incense still burning, or a gas stove still on. Tenant fire hazards can also include individuals who are prone to repeated stove fires. Over my decades of experience, I have seen many of these fire hazards first hand, and I expect to see them in the future. I inform the Board that fire hazards on my property, and the hundreds of properties affected by this ordinance, are a real, serious, and present danger for all rental property owners and managers. (See, for example, the many and varied fire hazards experienced by property owners in Exhibit 3).

Property owners have a tremendous incentive to be very vigilant and concerned about ending fire hazards because property owners face tremendous possible liability for NOT taking action to stop a fire hazard, if a fire does, in fact, later occur as a result of that fire hazard. (See the multitude of "duties" rental property owners labor under in Exhibit 1, Pages 5-21)

It has been my experience with tenants in Marin who present fire hazards that tenants do not have the same degree of concern that I have as a property owner and manager. In the past, this has led to situations where a tenant refuses to stop the fire hazard behavior, or clean up the fire hazard condition. Based upon my decades of experience with tenants in Marin, I expect such refusals to occur in the future.

Under the existing law, if I, or any of the other hundreds of property owners in Marin affected by this ordinance, experience such a refusal, I can bring to the attention of the refusing tenant the fact that I have an easy, effective, certain and low cost ability to resolve the situation in favor of ending the fire hazard.

If the proposed ordinance is adopted, however, I will lose this leverage. Instead, both parties will know that my only option would be to begin the process of gathering evidence and witnesses, hiring an attorney, filing for a cause eviction, then proving to a judge, in a contested hearing, by a preponderance of evidence, that the behavior in dispute, meets one of the specified causes.

As described above with reference to environmental harms in general, the new law will thus not provide me with as much leverage to stop the fire hazard to the environment, as I have under present law. This diminished leverage will lead to more tenants refusing to stop their fire hazard behavior than would under existing law. This change in leverage will lead to greater fire danger in Marin, and more fires in Marin.

In addition, if the proposed ordinance is adopted, I will be uncertain as to whether the particular fire hazard in dispute, constitutes one of the "just causes" specified in the ordinance. Although I face a strong duty to end the fire hazard, I will face uncertainty as to whether I have enough evidence and witnesses to file for a cause eviction, then prove

to a judge, in a contested hearing, by a preponderance of evidence, that the behavior in dispute, meets one of the specified causes.

I would likely have to hire and consult with an attorney to answer these questions. In some cases, the attorney will inform me that I do not have enough evidence and witnesses. This will lead to simply giving up on stopping the behavior, and in other cases, I will need to spend more time, days, perhaps weeks, gathering evidence and witnesses. This inaction and delay, which would not occur under existing law, will result in greater fire danger in Marin and more fires in Marin.

Under the proposed ordinance, if I did ultimately spend the extra time and money to build a case with what seemed to be sufficient evidence and witnesses, file the just cause eviction, then stand before a judge in a contested hearing on this situation, there is no guarantee that the judge will agree with me that the specific behavior in question meets the legal definition of one of the limited number of "just causes" under this proposed ordinance.

After all, the issue before the judge under this proposed ordinance is NOT whether I believe the tenant's behavior on my property constitutes a fire hazard, which is how the existing "no cause" law essentially works, but whether I have provided enough evidence and witnesses, in a contested hearing, to convince a judge that I have legally established, by a preponderance of evidence, that the behavior in question meets the legal definition of one of the limited number of "just causes" in the ordinance. I note that the proposed ordinance as presently drafted does NOT include "tenant creating a fire hazard" as one of its "just causes."

What this means is that a number of tenant "fire hazard" behaviors rectified under the existing law, will not be rectified if the proposed ordinance is adopted. This is so because these fire hazards will not rise to the level that is legally defined by the language contained in the proposed ordinance. This will result in greater fire danger in Marin and more fires in Marin.

To better understand the difficulties that property owners in Marin will face with respect to stopping fire hazards should this ordinance be adopted, consider a situation wherein a tenant refuses to stop engaging in a fire hazard that might be seen, by some judges, as a "borderline" fire hazard. Consider, for example, candle burning or incense burning in an apartment, or storing dozens and dozens of cardboard boxes filled with books and papers in an apartment.

Under the present law, property owners in Marin who wish to stop these "borderline" fire hazards from happening on their property, have substantial leverage to convince the tenant to rectify the situation, and if the tenant fails to comply, can use an easy, certain and low cost "no cause" process to end the tenancy, and thus, remove the fire hazard easily and predictably.

Under the proposed law, however, I will face the hurdle of proving that this candle burning, or incense burning, or large scale paper clutter, meets one of the legal definitions of a "just cause." That uncertainty will lead to inaction in some cases. In other cases, I will delay in filing a "just cause" eviction, and thus delay in stopping the fire hazard, as I spend days, or weeks, gathering "legally sufficient" evidence and witnesses. And in some cases, candle burning, or incense burning, or paper clutter will be found by a judge to not be a sufficient "just cause."

Thus a fire hazard that would have been rectified under the existing law, will NOT be rectified under the proposed ordinance. Thus, the proposed ordinance will lead to greater fire risk in Marin, and more fires in Marin than under the present existing law.

Finally, as I noted earlier, should a case go to trial under the proposed ordinance as to whether a tenant's fire hazard meets one of the limited "just causes" specified in the ordinance, I bring to the Board's attention the fact that the proposed ordinance does not presently list "causing a fire hazard" in and of itself, will lead to greater risk of fires in Marin, and more fires in Marin than under the present existing law.

I do note that Section 5.100.040(b)(5) of the ordinance allows a tenancy to be terminated if a tenant "destroys" the safety of the other tenants. But this is, on its face, extremely hard to prove in a court of law with respect to many significant tenant caused fire hazards that I and the other property owners affected by this ordinance face.

Is candle burning an action that destroys the safety of the other tenants? Is incense burning an action that destroys the safety of the other tenants? Is storing dozens and dozens of boxes containing papers and books destroying the safety of the other tenants? Under the proposed ordinance, the answers to these questions are utterly and completely unknown. Nobody knows.

And that uncertainty over what the language in the proposed ordinance requires in order for a tenant fire hazard to constitute "just case," will lead to inaction and delays in dealing with tenants who refuse to rectify fire risks in the buildings I manage, and the hundreds of buildings, and thousands of units, in Marin affected by this ordinance.

To further understand the "fire hazard" problems with the proposed ordinance, consider the following scenarios. Is a tenant who, despite repeated requests from the property owner, continues to leave a candle burning in their apartment after they leave the apartment, engaging in behavior that will be found by a court to be sufficient "just cause" under the language of this proposed ordinance? Is that tenant destroying the safety of other tenants?

Similarly, is a tenant who defies the requests of a property owner, and continues to leave incense burning in the apartment after leaving the apartment, engaging in

behavior that is sufficient "just cause" under the proposed ordinance? Is that tenant destroying the safety of other tenants? Under the proposed ordinance, the answers to these questions are utterly and completely unknown. Nobody knows.

It is worth noting in conclusion that if the proposed ordinance is adopted, it will go into effect in 30 days, and effectively lock into place, in possible perpetuity, all existing leases between the property owners affected by the ordinance and their existing tenants. I inform the Board that my present leases do not include language in them on fire hazards. To rectify fire hazards, I have relied upon the leverage and ease of the existing laws.

I inform the Board that the additional fires caused by this proposed ordinance will cause significant effects on the environment including loss of life, loss of habitat, loss of plants and trees, and air quality issues. And as recent history has demonstrated in California, a single fire, a single additional fire, can result in overwhelming, tragic and catastrophic damage to the environment.

THE PROPOSED ORDINANCE IF ADOPTED WILL HAVE AN ADVERSE EFFECT ON AESTHETICS IN THE ENVIRONMENT OF MARIN

Property owners and managers play an important role in preserving the aesthetic appeal of their buildings to the general public. It is perhaps not as well understood that tenants also play a role in preserving the aesthetic appeal of rental buildings to the general public.

In particular, many rental buildings in Marin, including many of the buildings affected by this proposed ordinance, include a balcony as part of the rental unit, and the tenant has control over this balcony. These balconies frequently, as is the case at 101 Belvedere Drive, face busy public streets. These balconies are visible to hundreds of drivers and pedestrians who pass by Belvedere Drive on a daily basis. Tenants can additionally cause "outward to the public eye" aesthetic degradation from windows, or doorways, or by littering in common areas, or elsewhere on the property. I have experienced tenants causing all of these aesthetic degradations. (See, for example, Exhibit 6).

Focusing now on balconies, keeping balconies looking attractive, relatively free from clutter, free from conditions that turn them into eyesores, is often a source of conflict between landlords and tenants. As a manager of several properties in Marin with balconies, I have experienced many such conflicts, and I expect to face many such conflicts in the future. I am sure that most property owners in Marin who rent units that include balconies have faced conflicts with tenants over the placement of things on the balcony.

It has been my experience with tenants in Marin who degrade the aesthetics of their balconies that they do not have the same degree of concern for keeping a building

looking nice to the public that I have as an owner or manager. In the past, this has led to situations where a tenant refuses to stop the aesthetic degradation, or clean up the balcony. Based upon my decades of experience with tenants in Marin, I expect such refusals to occur in the future.

Under the present law, if a tenant refuses my request to clean up an unsightly balcony, I have considerable leverage, and the option of using an easy, effective, certain and low cost "no fault" process. By contrast, if the proposed ordinance is adopted, I will face deep uncertainty as to whether this aesthetic degradation constitutes one of the "just causes" specified in the proposed ordinance, and whether I have sufficient evidence to prove this by a preponderance of evidence, in a contested hearing, before a judge.

When faced with a tenant who refuses to comply with my requests to clean up the outward appearance of their balcony, this uncertainty will lead me to avoid action on the aesthetic degradation. This will lead to the aesthetic degradation of several buildings I manage, a degradation that under the existing laws, I would have stopped using an easy, effective, certain and low cost "no fault" process.

Looking at the proposed ordinance, I inform the Board that the proposed ordinance fails to include "aesthetic damage," or for that matter, "damage to the building" as one of its limited number of "just causes." This will make it virtually impossible for me, and the hundreds of other property owners affected by this ordinance to end the tenancy of a tenant who insists on keeping his balcony in an ugly, unsightly condition.

It should be appreciated by the Board that the proposed ordinance, if adopted, will dramatically affect the power balance between property owners and tenants with respect to the aesthetic conditions of those portions of tenant units, for example balconies, windows, doorways and carports, projecting out into the public view. Whereas, under present existing law, property owners have strong control over the aesthetics of these portions of their buildings, they will completely lose this control if the proposed ordinance is adopted.

One might suggest that new leases at a property in Marin, could conceivably include such a term in the lease, however, it is again worth recognizing that the proposed ordinance as presently drafted will go into effect 30 days after adoption, and effectively lock into place, potentially into perpetuity, all existing lease terms at the hundreds of properties regulated by this ordinance.

Thus, unless property owners affected by this ordinance presently have such "damage to aesthetics" terms in their existing leases, they will completely lose, potentially into perpetuity, all control of the outward appearance, the outward aesthetics to the general public, of tenant's balconies, windows, doorways, and carports. Tenants could even place advertisements on their balconies, perhaps even be paid by companies to place such advertisements.

I inform the Board that many of the hundreds of properties in Marin affected by this ordinance have tenant balconies that face out to busy streets. The proposed ordinance, if adopted, will lead to the aesthetic degradation of many of these balconies as tenants learn that property owners have no control over the outward appearance of these balconies.

I inform the Board that the leases presently in effect at the 18 unit building at 101 Belvedere do not include provisions which control the outward aesthetic appearance of the balconies facing the general public. As such, under existing law, if one of my tenants refuses to clean up the aesthetic appearance of their balcony, I can choose not to renew their lease. However, if the proposed ordinance passes, I will completely lose this leverage and option, and in fact, I will lose all control over the aesthetic appearances of my balconies. This aesthetic degradation will affect hundreds of people who pass by these balconies each day.

Based upon my decades of experience as a manager of an apartment building in Marin, considering that the proposed ordinance will apply to hundreds of buildings, and thousands of units, if this proposed ordinance is adopted, it will lead to the degradation of hundreds of balconies in Marin, including those at several buildings which I manage.

Finally, the building on Belvedere Drive, like many other of the apartment buildings affected by this ordinance, has open carports facing a busy street. In the past, I have had problems with tenants at this property who park their old, unsightly, and in many cases, inoperable cars in full public view. In some cases, these cars have gathered dust for years. Some have slowly dripped oil.

Under the existing law, I have used the leverage of the existing law which provides an easy, effective, certain and low cost "no fault" process to resolve these aesthetic degradations in favor of improved aesthetics for the general public of Marin. If the proposed ordinance is adopted, I inform the Board that I will be unable to get rid of such aesthetic degradations at the building I co-manage.

THE PROPOSED ORDINANCE IF ADOPTED WILL HAVE AN ADVERSE EFFECT ON NOISE POLLUTION IN MARIN

Trying to control the noise levels in an apartment building with 18 units is arguably one of the most challenging tasks that I face as a co-manager. Noise issues in a property are NOT exclusively indoor matters. In fact, tenants can, and frequently do, generate noises audible to others outside. These outdoor noises include: idling noisy cars on the property, honking horns on the property, shouting to visitors and friends on the property, blasting music from an apartment, conducting heated arguments in common areas after midnight, and congregating and "partying" on balconies and other outdoor areas on the property. Tenants make noise. (See Exhibit 7).

Under existing law, in the past, if a tenant refused to stop the noise pollution, I had leverage to convince them to stop the noise pollution. And if they failed to stop the noise pollution, I was able to use an easy, effective, certain and low cost "no fault" process. By contrast, If the proposed ordinance is adopted, and I face a tenant who refuses to stop creating the noise pollution, I will face uncertainty as to whether this noise pollution represents a sufficient "just cause" to end the tenancy.

Thus, the proposed ordinance would eliminate the existing, easy, effective, certain and relatively low cost approach to ending loud, disturbing outdoor noises on my property. Based upon decades of experience as a property owner and manager, I inform the Board that the passage of this ordinance will lead to an increase in noise pollution at my property, and the properties regulated by the proposed ordinance.

Finally, I note that the proposed ordinance fails to include "tenant causes noise pollution" as a just cause for ending a tenancy. The absence of this language, in and of itself, will not only make ending noise pollution more difficult than under existing law, it will make it virtually impossible to stop the noise pollution at the hundreds of buildings affected by this ordinance if the tenant refuses to stop the noise pollution.

IF ADOPTED, THE PROPOSED ORDINANCE WILL CAUSE GREATER AMOUNTS OF THE DISCHARGE OF OIL AND OTHER HAZARDOUS MATERIALS INTO THE ENVIRONMENT

Over my thirty plus years of experience managing property, I have frequently encountered tenants who park cars that slowly drip oil on my property, particularly but not exclusively, in my carports. The slow dripping of oil from a car is damaging to groundwater and aesthetically.

Under existing law, in the past, if a tenant refused to stop the leaking car, I had leverage to convince them to have the car towed or fixed. And if they failed to fix the car, I was able to use an easy, effective, certain and low cost "no fault" process. By contrast, if the proposed ordinance is adopted, I will face uncertainty as to whether cars left to leak oil, represents a sufficient "just cause" to end the tenancy. Based upon my decades of experience as a manager in Marin, if this ordinance is adopted, it will lead to more vehicles at my property leaking oil into the environment.

In the past, tenants employed in building trades such as painters have stored paints and other potentially hazardous materials in carports and storage areas on my property. At times, I have been concerned that such materials might leak into the environment. If the proposed ordinance is adopted, I will lose the leverage and ability to resolve these paint and chemical leak issues in favor of the environment if the tenant refuses to comply with my concerns.

Many if not all of the hundreds of properties affected by this ordinance have drainage into sensitive wetlands and our Bay. Chemicals dumped from these properties could have very serious effects on water quality and sensitive species. (See, generally, Exhibit 8)

Finally, I note that the drafters of this proposed ordinance have chosen not to include "discharging chemicals into the environment" as one of the allowed "just causes" for ending a tenancy in Marin. The failure to include this as a "just cause" will embolden tenants who refuse to take action to stop oil leaking from a car, and make it more difficult for me, if not impossible, for me and the other property owners affected by this ordinance to stop this environmental harm. Thus, the omission, in and of itself, will cause harms to the environment that would have been stopped under the existing laws.

THE PROPOSED ORDINANCE IF ADOPTED WILL RESULT IN A SIGNIFICANT IMPACT ON THE FLORA, FAUNA, AND SENSITIVE SPECIES IN MARIN

The proposed ordinance will place new legal restrictions, effectively regulating with new "prescribed" and "proscribed" regulations, hundreds of individual property tracts in Marin. It will be appreciated that virtually all of these properties have landscaping on them, as well as some form of animal life. Recognizing the suburban nature of Marin, virtually all of them will likely have some form of bird and mammalian wildlife, deer for example, either on them, or passing through them at some time of the day.

It is important for the Board to recognize and acknowledge that tenants not only affect their immediate apartment, but also, the outdoor areas of a rental building, including the landscaping and surrounding trees. Many of the properties affected by this ordinance are directly adjacent to very old legacy trees, creeks, wetlands, county open space, the state parks of Mount Tamalpais in Mill Valley, and in Sausalito, Golden Gate National Recreation Area. Thus, tenant behaviors that harm the environment, taking place in the common, outdoor areas of a property, do present serious environmental problems.

The ability of the hundreds of property owners in Marin affected by this ordinance to respond effectively to tenants who harm the landscaping on their property itself (the flora of the property) and the animals on the property (the fauna) is an important ability that will be compromised and diminished by the passage of this ordinance. Over the decades of my experience managing properties, I have seen tenants drive over, and thus deface, grasslands, deface trees, damage trees or shrubs with cars, and dump alcohol, cans, and bottles on the flora of Marin.

Under the existing law, as a property manager, I have had the leverage and ability to resolve these problems of damage to the flora of Marin easily, with certainty and low cost. If the proposed ordinance is passed, however, I will lose this leverage, and instead, face uncertainty as to whether harm to the flora or fauna on my property constitutes a "just cause" under the ordinance. This will lead to inaction on my part on

protecting the flora and fauna when I determine that the tenants behavior does not quite meet the legal definitions of a "just cause" required by this proposed ordinance, and/or delay as I look for witnesses. Thus, the proposed ordinance will result in more damage to the flora and fauna of Marin than would take place under existing law.

I bring to the attention of the Board that the proposed ordinance as presently drafted does not include "damage to landscaping, or the premises surrounding a rental unit." The failure to include this language, will, in and of itself, result in more damage to the flora and fauna in Marin than would take place under existing law.

I inform the Board that some of the properties affected by this ordinance are adjacent to, and in some cases, on top of, sensitive wetlands. See, for example, the Strawberry Shores Apartments, Harbor Point Apartments, and the Cove at Tiburon properties shown in Exhibit 1, Pages 73-76). In such sensitive environments, actions by tenants that are harmful to the birds or aquatic species in these locations would have serious negative consequences for the environment.

For example, tenants who toss garbage, or chemicals into these Bayside wetlands, or tenants who generate noise pollution in the presence of federally protected migratory birds, or harass the birds, can greatly harm sensitive species, in many cases, federally protected species. Under existing law, property owners have considerable leverage, and an easy, certain "no cause" process to stop this tenant behavior. However, if the proposed ordinance is adopted, they will lose this leverage and option, and instead, face uncertainty and/or delay.

I bring to the attention of the Board that the proposed ordinance as presently drafted does not include "damage to wildlife" The failure to include this language, will, in and of itself, result in more damage to sensitive species in Marin than would take place under existing law.

Finally, I bring to the attention of the Board that some of the properties affected by this proposed ordinance are directly adjacent to open space preserves. (See Exhibit 1).

Some of these preserves include endangered or threatened species that could be harmed by tenants. If the proposed ordinance is passed, the property owners adjacent to these open space preserves will lose leverage and opportunities to prevent tenants from harming these species.

THE PROPOSED ORDINANCE IF ADOPTED WILL RESULT IN A SIGNIFICANT IMPACT ON AIR QUALITY

It may not be regularly appreciated that tenants in properties can, and often do, generate odors that reach out from their units into the general outdoor environment. In my decades of experience, I have found that the most common of these odors is smoke

generated by the smoking of tobacco, and increasingly, the smoke generated from the smoking of marijuana. Other odors can include cooking odors, paints, cosmetic applications, and pet feces. (See, for example, the many odor problems that rental property owners face in Exhibit 9)

I have had to resolve many tenant complaints in Marin over the escape of marijuana or tobacco smoke from another tenant's unit, and this is typically in buildings with "No Smoking" regulations in effect! Stopping such escapes of odor into the environment is facilitated by the leverage and ability that existing easy, certain and inexpensive processes are available. If the proposed ordinance is adopted, I will lose that leverage and ability. This will result in more smoke, and other objectionable odors, being released into the environment in Marin.

THE PROPOSED ORDINANCE IF ADOPTED WILL FRUSTRATE THE APPLICATION OF EXISTING STATE LAWS DESIGNED TO PROTECT THE ENVIRONMENT

As I have previously mentioned, the failure of the proposed ordinance to include as just causes "tenant harming the environment," "tenant causing a fire hazard," "tenant causing damage to the building or the premises around the building" "tenant causing noise pollution," "tenant discharging chemicals or odors into the outdoor environment," or "tenant causing harm to the flora and fauna on the premises around the building" will result in harm to the environment at the hundreds of properties affected by this ordinance.

I inform the Board now of some additional glaring omissions in the proposed ordinance that will result in harm to the environment that would not occur under the existing law allowing property owners to decide not to renew a tenant's lease using a clear, certain, and inexpensive process.

First, I inform the Board that the proposed ordinance fails to include as one of the available "just causes:" "tenant fails to give property owner access to the unit for an emergency, for agreed upon repairs, for bed bug treatments, or pursuant to government or court order."

In my decades of experience of property management, needed accesses have included events with potentially catastrophic environmental results including: fires in the unit that could spread to the whole building and the surrounding areas, broken pipes causing flooding to occur, and broken or leaking pipes causing the spread of mold. Additionally, following the response to such emergencies, there is often a need to schedule remedial repairs to ensure that the safety and environmental harms do not reoccur, and as such, tenant cooperation in granting access for these repairs is essential to prevent harm to the environment.

Guaranteeing access to rental properties by the property owner is so significant to

protecting the health, welfare, and safety of the people and environment of California, that state law in California has codified a property owner's "right of access" in Section 1954.604 of the California Civil Code.

Thus, under the existing framework of laws in California, if a tenant refuses to grant me access in response to an emergency, as I am entitled to have under state law, I can respond to this dangerous situation with leverage, and if persuasion did not work, I can prevent a possible reoccurrence of denials of access that I am entitled to under the California Civil Code by utilizing an easy, certain and inexpensive process by choosing to simply not renew the lease of the tenant who refuses to grant me access to the unit in an emergency. This is something I have experienced before. In this way, access can be guaranteed and environmental emergencies avoided.

However, if the proposed ordinance is adopted, I will lose this leverage, and the easy, certain and inexpensive process for preventing future environmental emergency dangers. Because the proposed ordinance inexplicably does not include: "tenant fails to give property owner access to the unit for an emergency, agreed upon repairs, bed bug treatments, or pursuant to government or court order." I will be unable to end the tenancy of a tenant who once, twice, or repeatedly fails to give me access to their unit even if I am entitled to that access under state law.

Section 1954.504 was adopted into law under the existing state law framework of "no cause" terminations of leases. It is to this existing framework of state law, that the Marin County Board of Supervisors proposes, with this proposed ordinance, to adopt an ordinance that does NOT allow a property owner in Marin to end the tenancy of a tenant who refuses to give access to a unit as required by law. Accordingly, the proposed ordinance is effectively in conflict with existing state law on this important state right guaranteeing, in part, the health and safety of the environment.

The vast majority of cities and counties in California have not adopted a "just cause" eviction ordinance. A handful of cities, and a single county in California (San Francisco), have adopted "just cause" ordinances.

If Marin adopts the proposed ordinance without including a "just cause" for eviction that "tenant refuses to grant access to the unit as required by state law", as best I can determine, Marin will be the only jurisdiction in California with a "just cause" ordinance that does not include "tenant refuses to grant access to the unit as required by state law" as a "just cause" for eviction.

It is worth noting that if the Board passes this ordinance without including this as a "just cause," it will also be passing a County law that will undermine and frustrate compliance with other state laws including: Civil Code Section 1954.603 pertaining to resolving bed bug problems in the state, Civil Code Section 1941.7 pertaining to mold abatement in the state, California Health and Safety Code Section 25354.5 pertaining to the removal

of hazardous materials. (See Exhibit 2: EX02-003).

There is a reason why this particular “just cause” is ALWAYS included in a just cause ordinance. If a city or county fails to include this “just cause,” it is passing a law which undermines, frustrates, and conflicts with, existing state law. Marin County is actually preempted from doing this.

Nevertheless, if the Board chooses to adopt this proposed ordinance without this “just cause” included, for purposes of CEQA analysis, case law makes clear that a government action which frustrates or undermines an existing law promoting protection of the environment, immediately qualifies as an environmental impact itself. See: Pocket Protectors v. City of Sacramento (2004) 124 Cal App.4th 903, 929.

Continuing now to focus on the omissions in the proposed ordinance, I also bring to the Board’s attention the fact that the proposed ordinance as presently drafted inexplicably fails to include “tenant causes substantial damage to the premises.” As I have mentioned, the failure to include this “just cause” will have adverse impacts on the environment of Marin.

As best I can tell, virtually every jurisdiction that has adopted a “just cause” eviction ordinance includes this provision. For example, the just cause eviction ordinance in Berkeley includes: “The tenant has willfully caused or allowed substantial damage to the premises beyond normal wear and tear.”

East Palo Alto’s ordinance includes: “The tenant...causes substantial damage to the premises, appurtenances, or common areas of the building or rental complex containing the rental unit beyond normal wear and tear.”

Hayward’s ordinance includes: “The tenant has willfully caused or allowed substantial damage to the premises beyond normal wear and tear.”

Oakland’s ordinance includes: “The tenant has willfully caused substantial damage to the premises beyond normal wear and tear.” San Francisco’s ordinance includes: “The tenant ... is causing substantial damage to, the rental unit.”

It occurs to me that as the drafter of the ordinance, the Marin Community Development Agency (CDA) may believe that CDA has included this language in its proposed ordinance in Section 5.100.040 Subsection (b)(5).

But a careful reading of this section entitled “Nuisance Behavior” indicates that first, this section applies to only nuisance behavior directed against the landlord and tenants, as people, and then, applies to the creation of a dangerous or unsanitary condition in violation of state local or federal law. There is no mention of “substantial damage” to the rental property. Simply put, this section does not allow a property owner to gather

evidence and witnesses, file litigation against a tenant, and evict a tenant for causing substantial damage to the building or surrounding premises.

Additionally, I bring to the Board's attention that the proposed ordinance also fails to include another "just cause" that is included in virtually every other "just cause" ordinance in California, namely that the tenant is "using the premises for illegal purposes."

For example, Oakland's ordinance includes the cause: "the tenant has used the rental unit or the common areas of the premises for an illegal purpose including the manufacture, sale, or use of illegal drugs." Palm Springs ordinance includes as a cause: "a residential rental unit is utilized by or permitted to be utilized by the tenant for any illegal purpose including, but not limited to, the purchase and sale of controlled substances, or acts of prostitution."

Los Angeles' ordinance helpfully includes language that recognizes that a tenant may be conducting illegal activity, for example, drug dealing, outside the actual rental unit itself, but also, around the building, and that this illegal activity should be grounds for terminating the residential lease: "the tenant is using, or permitting a rental unit, the common areas of the rental complex containing the rental unit, or an area within a 1,000 foot radius from the boundary line of the rental complex to be used for any illegal purpose."

San Francisco's ordinance includes this cause: "The tenant is using or permitting a rental unit to be used for any illegal purpose."

Finally, the proposed ordinance fails to include another just cause that is included in virtually every other just cause ordinance in California. Virtually every other "just cause" ordinance in California allows a property owner to terminate a residential lease if the "tenant refuses to sign a new lease upon the expiration of the preexisting lease."

This provision is necessary because not all residential tenant leases use are month to month leases. Some residential leases are for fixed terms (for example, one year leases) that begin on a certain date, and completely expire one year later. In a jurisdiction that has a "just cause" ordinance, what happens after that fixed term one year lease expires? The answer is both parties are in legal limbo.. There is no lease. There is no agreement between the two parties as to their legal obligations at all. They are in limbo.

Not surprisingly, virtually every "just cause" ordinance that I am aware of includes this provision such that: if a tenant wants to stay, that tenant simply MUST sign a new fixed term lease on the same terms. And if the tenant refuses to do this, necessarily, in order to avoid a legal limbo, this becomes a permissible "just cause" to end that residential tenancy.

Thus, Berkeley's ordinance includes: "The tenant has refused to agree to a new rental agreement upon expiration of a prior rental agreement, but only where the new rental agreement contains provisions that are substantially identical to the prior rental agreement."

East Palo Alto's ordinance includes: "Upon expiration of a prior rental agreement the tenant has refused to agree to a new rental agreement which contains provisions that are substantially identical to the prior rental agreement, and complies with local, state and federal laws. "

Hayward's ordinance includes: "The tenant has refused to agree to a new rental agreement upon expiration of a prior rental agreement, but only where the new rental agreement contains provisions that are substantially identical to the prior rental agreement."

Los Angeles's ordinance includes: "The tenant, who had a written lease or rental agreement which terminated on or after the effective date of this chapter, has refused, after written request or demand by the landlord to execute a written extension or renewal thereof for a further term of like duration with similar provisions and in such terms as are not inconsistent with or violative of any provision of this chapter or any other provision of law."

Oakland's ordinance includes: "The tenant, who had an oral or written agreement with the landlord which has terminated, has refused after written request or demand by the landlord to execute a written extension or renewal thereof for a further term of like duration and under such terms which are materially the same as in the previous agreement; provided, that such terms do not conflict with any of the provisions of this chapter."

San Francisco's ordinance includes: "The tenant, who had an oral or written agreement with the landlord which has terminated, has refused after written request or demand by the landlord to execute a written extension or renewal thereof for a further term of like duration and under such terms which are materially the same as in the previous agreement; provided, that such terms do not conflict with any of the provisions of this Chapter."

SUBSTANTIAL EVIDENCE SUPPORTS A FAIR ARGUMENT THAT THE PROPOSED ORDINANCE MAY HAVE A SIGNFICNT EFFECT ON THE ENVIRONMENT

I copy below language, with underlining added, from the recent Pocket Protectors v. City of Sacramento, (2004) 124 Cal. App. 4th 903, decision by the California Court of

Appeals for the Third District, a decision which recites the CEQA law that applies to the present situation.

"The foremost principle under CEQA is that the Legislature intended the act to be interpreted in such manner as to afford the fullest possible protection to the environment within the reasonable scope of the statutory language." (*Friends of Mammoth v. Board of Supervisors* (1972) 8 Cal. 3d 247. More than a decade ago, we observed that, "It is, of course, too late to argue for a grudging, miserly reading of CEQA." (*Bozung v. Local Agency Formation Com.* (1975) 13 Cal. 3d 263, [hereafter *Bozung*].)" (*Laurel Heights Improvement Assn. v. Regents of University of California* (1988) 47 Cal. 3d 376.)

"We have repeatedly recognized that." (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal. 3d 553 [hereafter *Goleta Valley II*]; *Laurel Heights I, supra*, 47 Cal.3d at p. 392 [253 Cal. Rptr. 426, 764 P.2d 278]; see also Guidelines, § 15003, subd. (a).)

"Its purpose is to inform the public and its responsible officials of the environmental consequences of their decisions before they are made. Thus, the EIR "protects not only the environment but also informed self-government." (*Laurel Heights I, supra*, 47 Cal.3d at p. 392 [253 Cal. Rptr. 426, 764 P.2d 278].)" (*Goleta Valley II, supra*, 52 Cal.3d at p. 564, 276 Cal. Rptr. 41. To this end, public participation is an essential part of the CEQA process." (Guidelines, § 15201; see also *Concerned Citizens of Costa Mesa, Inc. v. 32nd Dist. Agricultural Assn.* (1986) 42 Cal. 3d 929)

"With certain limited exceptions, a public agency must prepare an EIR whenever substantial evidence supports a fair argument that a proposed project may have a significant effect on the environment." (§§ 21100, 21151, 21080, 21082.2 [fair argument standard]; Guidelines, §§ 15002, subd. (f)(1), (2), 15063; *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68 [fair argument standard of review] [(*No Oil*)].)

"Significant effect on the environment" means a substantial, or potentially substantial, adverse change in the environment." (§ 21068; see also Guidelines, § 15382.)" (*Laurel Heights Improvement Assn. v. Regents of University of California* (1993) 6 Cal. 4th 1112)

If there is substantial evidence in the whole record supporting a fair argument that a project may have a significant non-mitigable effect on the environment, the lead agency shall prepare an EIR, even though it may also be presented with other substantial evidence that the project will not have a significant effect. (§ 21151, subd. (a); Cal.Code Regs., tit. 14, § 15064, subd. (f)(1), (2); *No Oil, supra*, 13 Cal. 3d 68. (*Architectural Heritage Assn.*); *Communities for a Better Environment v. California Resources Agency* (2002) 103 Cal. App. 4th 98

"May" means a reasonable possibility. (§§ 21082.2, subd. (a), 21100, 21151, subd. (a); *League for Protection of Oakland's etc. Historic Resources v. City of Oakland* (1997) 52 Cal. App. 4th 896

"Substantial evidence" means "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached." (Guidelines, § 15384, subd. (a).)
Substantial evidence "shall include facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts." (Guidelines, § 15384, subd. (b).)
"Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, *809 or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment does not constitute substantial evidence." (Guidelines, § 15384, subd. (a).)

The fair argument standard is a "low threshold" test for requiring the preparation of an EIR. (No Oil, supra, 13 Cal. 3d 68; League for Protection, supra, 52 Cal. App. 4th 896; Sierra Club v. County of Sonoma (1992) 6 Cal. App. 4th 1307, 1316-1317, 8 Cal. Rptr. 2d 473; Oro Fino Gold Mining Corp. v. County of El Dorado (1990) 225 Cal. App. 3d 872

It is a question of law, not fact, whether a fair argument exists, and the courts owe no deference to the lead agency's determination. Review is de novo, with a preference for resolving doubts in favor of environmental review. (Architectural Heritage Assn., supra, 122 Cal.App.4th at p. 1110, 19 Cal. Rptr. 3d 469); San Joaquin Raptor/Wildlife Rescue Center v. County of Stanislaus (1996) 42 Cal. App. 4th 608, 617-618, 49 Cal. Rptr. 2d 494; Stanislaus Audubon Society, Inc. v. County of Stanislaus (1995) 33 Cal. App. 4th 144, 151, 39 Cal. Rptr. 2d 54; (Stanislaus Audubon Society); Quail Botanical Gardens Foundation, Inc. v. City of Encinitas (1994) 29 Cal. App. 4th 1597.1602-1603. "

Thus, as the California Appellate Court in Pocket Protectors recognized, "CEQA must be interpreted in such a manner as to afford the fullest possible protection to the environment." The Marin County Board of Supervisors cannot use a "grudging, miserly reading of CEQA."

The Marin County Board of Supervisors must honor and respect the purpose of this important environmental law: "The purpose of CEQA is to inform the public and its responsible officials of the environmental consequences of their decisions *before* they are made. Thus, the EIR protects not only the environment but also informed self-government. To this end, public participation is an essential part of the CEQA process."

As the Court recognized exceptions to this law promoting highly informed governmental awareness of possible environmental problems BEFORE taking action, are to be limited: "With certain limited exceptions, a public agency must prepare an EIR whenever substantial evidence supports a fair argument that a proposed project may have a significant effect on the environment. Significant effect on the environment" means a substantial, or potentially substantial, adverse change in the environment."

"If there is substantial evidence in the whole record supporting a fair argument that a project may have a significant non-mitigable effect on the environment, the lead agency

shall prepare an EIR, even though it may also be presented with other substantial evidence that the project will not have a significant effect.”

Finally, it is important for the Board to understand that “the fair argument standard is a very “low threshold” test for requiring the preparation of an EIR.”

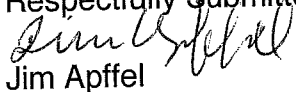
CONCLUSION

The foregoing facts, evidence, reasonable inferences, and arguments in this document constitute substantial evidence that a fair argument has been brought to the attention of the Board that the proposed ordinance may lead to adverse changes to the environment.

In particular, the facts, evidence, reasonable inferences, and arguments show that the proposed ordinance affecting hundreds of property tracts in Marin, and thousands of tenant units, will have adverse effects on fire danger, aesthetics, noise pollution, chemical discharges, the flora, fauna, wildlife and sensitive species and habitats of Marin, as well as air quality. Additionally, the proposed ordinance, as presently drafted, will frustrate and undermine existing state laws designed to protect the environment.

Accordingly, this ordinance is not exempt from CEQA. The Board should table the proposed ordinance, and if it chooses to proceed at a later date, follow CEQA, and first perform an environmental impact report prior to any adoption of this ordinance.

Respectfully Submitted,



Jim Apffel

Owner and Manager of several rental properties in Marin

La Rue, Debbi

From: Thomas, Leelee
Sent: Tuesday, December 18, 2018 8:21 AM
To: BOS
Cc: La Rue, Debbi
Subject: FW: just cause ordinance

From: catomaso@aol.com
Sent: Tuesday, December 18, 2018 12:50 AM
To: Thomas, Leelee
Subject: just cause ordinance

claudia tomaso would like information about:

In reading the proposed Ordinance on Just Cause i'm struck by the County of Marin's actions to implement a form of rent control on the private property owners of this county.

I'm also unclear how this ordinance impacts month-to-month, 6 month, yearly leases which are commonly agreed upon and signed by both landlords and tenants and supported by state law.

I agree housing is needed in Marin County but limiting landlord rights and putting unfair burden on landlords will most likely have an opposite effect - it might be less hassle to completely take rental units off the market.



California Apartment Association
North Bay
755 Baywood Drive, 2nd Floor
Petaluma, CA 94954
(800) 967-4222 • caanet.org

December 17, 2018

Honorable Damon Connolly
Marin County Board of Supervisors
3501 Civic Center Drive, Room 329
San Rafael CA 94903

RE: Marin County Just Cause Ordinance - Oppose

Dear President Connolly:

The California Apartment Association (CAA) opposes the proposed Marin County Just Cause ordinance. If passed, this ordinance will require all property owners in the unincorporated areas of Marin County to list a “just cause” when terminating a tenancy.

CAA has serious concerns regarding this ordinance and its impact on the rental housing community. We believe this policy will reduce access to affordable housing and put good renters in danger by making it extremely difficult to remove tenants who are engaged in illegal activity.

In properties that are subject to just-cause, owners struggle to remove tenants who have no regard for their neighbors, tenants who destroy the property, and tenants who are involved in illegal activity. This activity substantially interferes with the quiet enjoyment of other tenants at the premises. As a result, good tenants suffer the consequences, having to make the choice of living next to the nuisance tenant or protecting themselves and their family by moving out. Under just-cause, there is an inherent element of uncertainty when it comes to regaining possession of the unit because an owner must rely on third party witnesses – who may be asked to testify in court - to provide the evidence necessary to win in court. Fearing retaliation from the nuisance tenant, witnesses often do not testify, and as a result, the illegal activity continues unchecked and many good tenants choose to move out.

Additionally, just cause policies reduce access to housing for struggling renters. One of the many unintended consequences of just cause policies is that property owners can be less willing to take risks when it comes to marginal applicants who may not have a stellar rental history or credit record. Today many property owners are willing to take a chance on an applicant who is otherwise qualified but who has something in their past – such as an eviction when they were young, a foreclosure, a bankruptcy, or a lack of credit history. Property owners are willing to do this because they know that if the tenant is unable to live up to their lease obligations, there is a straightforward process to recover possession of the unit. If the proposed ordinance becomes law in Marin County, property owners may no longer be willing

to go out on a limb for these riskier applicants, who are often those in the greatest need of housing.

Though intended to make housing more secure for vulnerable populations, the proposed ordinance will worsen the situation for those who are looking for housing in Marin County. This ordinance goes too far, and it will have serious unintended consequences which will only worsen the housing market, especially for the community's most vulnerable.

Sincerely,

A handwritten signature in black ink that reads "Alex Khalfin". The signature is written in a cursive, flowing style.

Alex Khalfin
Vice President of Public Affairs
California Apartment Association

cc: Supervisor Katie Rice
Supervisor Judy Arnold
Supervisor Dennis Rodoni
Supervisor Kate Sears
Leelee Thomas, Planning Manager, Marin County
Debbi La Rue, Planner, Community Development Agency



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Marin County Board of Supervisors

SUBJECT: THE BOARD MUST PERFORM AN ENVIRONMENTAL IMPACT REPORT PRIOR TO ANY ADOPTION OF THE PROPOSED ORDINANCE CHANGING EXISTING LAW TO REQUIRE SPECIFIC CAUSES TO END RESIDENTIAL TENANCIES

Dear Supervisors:

My name is Joby Tapia, Secretary of the Marin Rental Property Association. I have over twenty years' experience managing commercial and multi-family properties, including oversight of small, mom and pop' type of apartments to large, garden-style properties and commercial high-rise buildings with total units ranging from 2,500 to 5,500.

I write to you today to express MRPA's objection to the Board's present position that its proposed ordinance requiring specific causes to end a residential tenancy is exempt from the requirements of the California Environmental Quality Act (CEQA). This proposed ordinance is not exempt from CEQA. The Board must perform an environmental impact report (EIR) prior to any adoption of this ordinance.

If adopted, this proposed ordinance would have a significant effect on the existing environment, including adverse effects on fire danger, aesthetics, noise, chemical discharges, biological resources including wildlife, and air quality. MRPA urges the Board to table the proposed ordinance, follow CEQA, and perform the EIR.

THE PROPOSED ORDINANCE WILL MAKE IT MUCH MORE DIFFICULT TO END THE TENANCIES OF TENANTS WHO ARE CAUSING ADVERSE EFFECTS ON THE ENVIRONMENT

Under existing law, Marin property owners have a straightforward option when faced with the issue of a tenant harming the environment. They have the choice to not renew that tenant's lease, without having to specify a "cause" or reason. This is a relatively easy, straightforward, and certain matter of providing either 30 or 60 days notice of the property owner's intent not to renew the lease.

By contrast, if the proposed ordinance is adopted, it would greatly diminish the ability of the property owners affected by this ordinance to protect the environment from tenants causing harm to the environment. The proposed ordinance would eliminate the existing, easy, effective, and certain approach to prevent tenants from further harming the environment, and in its place, the added complexity created by the proposed ordinance would require a property owner to gather evidence and witnesses in order to prove before a judge that the tenant had specifically violated one of the limited number of specific causes in the proposed ordinance. This will make

the job of preventing harm to the environment much more difficult, more time consuming, uncertain and costly. Many owners, already burdened with increasing costs and regulations, may ultimately 'give up' and allow the harm to persist as it becomes too costly or frustrating to attempt to curtail the behavior.

MRPA notes that the drafters of this proposed ordinance have not included "harming the environment" as one of the allowed "just causes" for ending a tenancy in Marin. The failure to include this as "a just cause," alone, in and of itself, will result in greater harm to the environment than under the present law.

MRPA also notes that Section 5.100.070(b) of the proposed ordinance creates a new private "right of action" against property owners who mistakenly use the ordinance to end the tenancy of a tenant under the proposed ordinance. The language here additionally states that damages shall be mandatory.

This brand new private "right of action" provision with the ability to obtain damages will make the hundreds of property owners in Marin affected by this ordinance to not even consider a "just cause" eviction for tenants harming the environment. This inaction will result in harms to the environment that would have been stopped under the existing laws.

THE PROPOSED ORDINANCE IF ADOPTED WILL RESULT IN GREATER FIRE HAZARDS AND MORE FIRES IN MARIN

Tenants who rent units in Marin frequently cause fire hazards. Fire hazards caused by tenants include: tenants burning candles or incense; tenants barbecuing on balconies; tenants hoarding newspapers, boxes or books; tenants leaving their apartments with candles, cigarettes, or incense still burning, or a gas stove still on, and tenants causing repeated kitchen fires.

Property owners frequently do face tenants who refuse to remedy their fire hazards. Under the existing law, in response to such refusals, property owners an easy, effective, certain and low cost ability to resolve the situation in favor of ending the fire hazard by giving 30 or 60 day notice.

If the proposed ordinance is adopted, however, property owners will lose this leverage and option. Instead, both parties will know that the only process available to the property owner is an uncertain process. The property owner will have to file for a "cause eviction," gather evidence and witnesses, hire an attorney, then prove to a judge, in a contested hearing, by a preponderance of evidence, that the behavior in dispute meets one of the specified causes.

The issue before the judge will not be whether the owner believes the tenant's behavior constitutes a fire hazard, which is how the existing "no cause" law works in practice, but whether the owner has provided enough evidence and witnesses, in a contested hearing, to convince a judge that the owner has legally established, by a preponderance of evidence, that the behavior in question meets the legal definition of one of the limited number of "just causes" in the ordinance.

MRPA notes that the proposed ordinance as presently drafted does NOT include "tenant creating a fire hazard" as one of its "just causes." This will lead to greater fire danger in Marin, and more fires in Marin. As recent history has demonstrated in California, a single fire, a single additional fire, can result in overwhelming, tragic and catastrophic damage to the environment.

THE PROPOSED ORDINANCE IF ADOPTED WILL HAVE AN ADVERSE EFFECT ON AESTHETICS IN THE ENVIRONMENT OF MARIN

Property owners and managers play an important role in preserving the aesthetic appeal of their buildings to the general public. Tenants also play a role in preserving the aesthetic appeal of rental buildings to the general public. Many rental buildings in Marin, including many of the buildings affected by this proposed ordinance, include a balcony as part of the rental unit, and the tenant has control over this balcony. Tenants can additionally cause “outward to the public eye” aesthetic degradation from windows, or doorways, or by littering in common areas, or elsewhere on the property.

Sometimes, tenants in Marin refuse to clean up their balconies. Under the present law, if a tenant refuses to clean up an unsightly balcony, property owners have available to them an easy, effective, certain and low cost “no cause” process. By contrast, if the proposed ordinance is adopted, property owners will face deep uncertainty as to whether this “aesthetic degradation” constitutes one of the “just causes” specified in the proposed ordinance.

MRPA notes that the proposed ordinance fails to include “aesthetic damage,” or for that matter, “damage to the building”, as one of its limited number of “just causes.” This will make it virtually impossible for the hundreds of property owners affected by this ordinance to stop tenants who persist in degrading the aesthetics of the property. This will lead to the aesthetic degradation of the hundreds of properties in Marin affected by this ordinance.

THE PROPOSED ORDINANCE IF ADOPTED WILL HAVE AN ADVERSE EFFECT ON NOISE IN MARIN

Tenants at rental properties often generate noises audible to others outside. These outdoor noises can include: the idling of noisy cars, honking horns, shouting to visitors and friends on the property, blasting music from an apartment, conducting heated arguments in common areas after midnight, and congregating and “partying” on balconies and other outdoor areas on the property.

Under existing law, in the past, if a tenant refused to stop the noise pollution, an owner had leverage to convince the tenant to stop the noise pollution. And if the tenant failed to stop the noise pollution, the property owner can use an easy, effective, certain and low cost “no cause” process. By contrast, if the proposed ordinance is adopted, the hundreds of property owners in Marin affected by this ordinance will face uncertainty as to whether this noise pollution represents a sufficient “just cause” to end the tenancy.

Thus, the proposed ordinance would eliminate the existing, straightforward, effective, certain and relatively low cost approach to ending loud, disturbing outdoor noises on my property. Based upon decades of experience as a property owner and manager, and having personally dealt with several of this type of harm in a “Just Cause” environment, I can attest to the difficulty of abating this type of harm and the loss of quiet enjoyment by other tenants living in their homes. I lost many great tenants over the years because I could not effectively and quickly deal with the problem tenants.

Finally, MRPA notes that the proposed ordinance fails to include “tenant causes noise pollution” as a just cause for ending a tenancy. The absence of this language, in and of itself, will not only make ending noise pollution more difficult than under existing law, it will make it virtually

impossible to stop the noise pollution at the hundreds of buildings affected by this ordinance if the tenant refuses to stop the noise pollution.

IF ADOPTED, THE PROPOSED ORDINANCE WILL CAUSE GREATER AMOUNTS OF THE DISCHARGE OF OIL AND OTHER HAZARDOUS MATERIALS INTO THE ENVIRONMENT

Over my twenty years of experience managing property, I have seen many cases of tenants parking vehicles that slowly drip oil on property, particularly, but not exclusively, in carports. The slow dripping of oil from a car is damaging to groundwater and aesthetically.

Under existing law, in the past, if a tenant refuses to stop the leaking car, the hundreds of property owners in Marin affected by this ordinance can use an easy, effective, certain and low cost “no fault” process. By contrast, if the proposed ordinance is adopted, they will face added complexity and uncertainty as to whether cars left to leak oil represents a sufficient “just cause” to end the tenancy.

MRPA notes that the drafters of this proposed ordinance have chosen not to include “discharging chemicals into the environment” as one of the allowed “just causes” for ending a tenancy in Marin. The failure to include this as a “just cause” will lead to harms to the environment that would have been stopped under the existing laws.

THE PROPOSED ORDINANCE FAILS TO INCLUDE A NUMBER OF IMPORTANT “JUST CAUSES” THAT VIRTUALLY EVERY OTHER JUST CAUSE ORDINANCE PROVIDES TO PROPERTY OWNERS

As mentioned, the failure of the proposed ordinance to include as “just causes”: “tenant harming the environment,” “tenant causing a fire hazard,” “tenant causing damage to the unit, building, or the premises”, “tenant causing noise pollution”, or “tenant discharging chemicals or odors into the outdoor environment” will result in harm to the environment at the hundreds of properties affected by this ordinance, harm that would not have occurred under the existing law which allows for an easy, certain, and inexpensive way for property owners to give 30 or 60 day notice to solve such problems.

MRPA brings to the attention of the Board additional omissions in the proposed ordinance that will result in harm to residents, to their communities, and to the environment that would not occur under the existing law allowing property owners to decide not to renew a tenant’s lease using a clear, certain and inexpensive process.

These omissions include: “tenant refuses to grant access to the unit as required by state law,” “tenant is using the premises for illegal purposes”, and “tenant refuses to sign a similar, new lease upon the expiration of the preexisting lease” for those situations involving fixed term leases. Virtually every other jurisdiction in California which has adopted a “just cause” ordinance has included these important causes.

Many of the hundreds of property owners in Marin County do not use sophisticated leases that govern the behavior of thousands of tenants, but instead work in trustful situations with their tenants, the “natural” result being more-affordable housing in the County. This ordinance will eventually lead to unintended consequences that will include increased environmental impacts, upward pressures on rental rates, and a reduction of available and affordable housing.

CONCLUSION

The proposed ordinance is not exempt from CEQA. The Board should table the proposed ordinance, follow CEQA, and first perform an environmental impact report prior to any adoption of this ordinance.

Respectfully submitted,

Joby Tapia
Secretary