

## Frequently Asked Questions

### I. What does the Rent Stabilization Ordinance mean for tenants?

#### 1. What does the ordinance do?

The primary thing that it does is limit how much your rent may be increased. Under the ordinance your rent may generally be increased no more than 4%, and no more than once in any 12-month period.

Your rent may increase more than that only if the owner files what is known as a Fair Return Petition with the city, proves to the city that the ordinance has prevented the owner from obtaining a fair return, and the city approves an additional increase. If the owner files such a petition, you will be notified and will have the opportunity to respond to it.

#### 2. Does the ordinance apply to me?

Generally speaking, the ordinance applies to all multifamily residential properties that were issued their first certificate of occupancy before February 1 1995 unless a specific exemption applies. Examples of the types of properties (and units within properties) that are exempt from the ordinance include:

- Those that can be sold separately from any other unit, like a single-family home or condominium;
- Properties that are specifically restricted for occupancy by very low-, low-, or moderate-income families.
- Institutional properties like school dormitories, hospitals, convents and monasteries, group homes and the like;
- Hotels, boarding houses, or other types of properties used for transient occupancy;
- Mobile homes;
- Duplexes in which one of the two units is occupied by the owner.

The above list is not exhaustive, and more complete information about exemptions can be found on the city's website at <https://www.oxnard.org/city-department/housing/apartment-rent-stabilization/>

#### 3. Will the ordinance ensure that my rent will be affordable to me?

No, the ordinance will not ensure that your rent is affordable. A law can ensure that a rent is affordable only if it controls a tenant's initial rent; i.e., the rent that a tenant pays upon moving in. The Rent Stabilization Ordinance does not do this—and in fact cannot do this under a provision of state law known as the Costa-Hawkins Rental Housing Act.

So the owner had the right to set your initial rent at any amount that you and the owner agreed to, regardless of whether that rent was affordable. The ordinance then limits how much your rent may be increased from that level.

**4. Will the ordinance result in my rent going down?**

No. The ordinance limits how much your rent may be increased but does not require that it be decreased. There is only one exception to this: if the owner increases your rent by more than the permitted amount (4% in any 12-month period or a higher amount if the city approves an owner's Fair Return Petition—see FAQ 1 of this section), the ordinance would require that the rent be reduced to the lawful amount.

**5. I am familiar with other cities' rent stabilization laws; is Oxnard's ordinance the same?**

No. While state law causes there to be some similarity between most cities' rent stabilization laws, each one is unique, and is drafted in response to the needs and desires of each jurisdiction's local community.

**6. Before the ordinance went into effect on June 2, 2022, the owner of my building gave me a notice increasing my rent after that date; is the notice valid?**

It depends. Once the ordinance went into effect on June 2, 2022, it became illegal for an owner to demand, accept, or retain a rent increase of more than 4% in any 12-month period.

So if the notice that the owner gave you is for an increase of 4% or less, and if you have had no other rent increase in the 12 months before the increase is to go into effect, the notice is perfectly valid.

But if the notice called for your rent to go up by any amount within 12 months since your last increase, the notice is not valid, and the owner may not demand that you comply with it.

If there is at least 12 months between your last rent increase and the date on which the new increase is to go into effect and notice purports to increase your rent by more than 4%, it is not valid for any amount greater than 4%; you are required to increase your rent payment, but only by 4%

**7. What can I do if my rent is increased in violation of the ordinance?**

If you believe that your rent has been increased by more than the ordinance allows—generally, a maximum of 4% in any 12-month period—you may file a complaint with the city. If the city finds that the complaint is meritorious, and if the owner does not refund any overcharged rent, the owner will be subject to an administrative citation. If the owner fails to comply with the administrative citation, the city may take other enforcement action.

To file a claim, contact the City Clerk at 805-385-7803 to obtain a claim form.

If you do not wish to make a complaint to the city, you may file a civil action against the owner in court.

**8. Do I have to earn below a certain income for the ordinance to apply to me?**

No. The Rent Stabilization Ordinance is not means tested and is not designed to create affordable housing, for persons of specific income levels or otherwise.

**9. Is the Rent Stabilization Ordinance the same as the state law (AB 1482, or “The California Tenant Protection Act of 2019”)?**

No; although the two laws are in some ways similar, they are not the same, and the state law does not apply to properties that are subject to the ordinance. That is because state law applies only to units that are not covered by a local rent stabilization ordinance that provides for a greater rent limitation than the state law does. AB 1482 limits annual rent increases to between 5% and 10% annually; the Rent Stabilization Ordinance limits annual rent increases to 4% annually. Because local law limits rent increases more strictly, AB 1482 does not apply.

**10. Does the Rent Stabilization Ordinance include protections against eviction?**

No, it does not. But the city has enacted a separate ordinance, the Just Cause Eviction and Tenant Protection Ordinance, that does. Like the Rent Stabilization Ordinance, the Just Cause and Tenant Protection Ordinance is similar to AB 1482; but also like the Rent Stabilization Ordinance, the Just Cause and Tenant Protection Ordinance provides great protection than state law and for that reason it is the local ordinance, and not state law, that applies to most units in the city.

**11. Does the ordinance require owners to perform particular maintenance, or provide for a reduction in rent if maintenance is not performed?**

No, it does not. There are various state and local laws that require owners to maintain residential rental property in a safe and habitable condition, and the Rent Stabilization Ordinance does not duplicate them. Nor does the law authorize a reduction in rent for units that are not properly maintained. The ordinance does, however, forbid owners to impose any rent increase with respect to a unit that is in violation of certain health and safety standards, or as to which an owner has not performed repairs required by a government agency or a court.

**12. Does the ordinance relieve tenants of the obligation to comply with an existing lease?**

No, it does not, except to the extent that a lease provision conflicts with a provision of the ordinance by, for example, requiring a tenant to waive the ordinance’s protections.

**13. Where can I see the entire text of the ordinance?**

The entire text of the ordinance may be found on the city’s website at <https://www.oxnard.org/city-department/housing/apartment-rent-stabilization/>

## **II. What does the Rent Stabilization Ordinance mean for owners?**

### **1. Why did the city enact the ordinance?**

The city enacted the ordinance in response to a sudden and dramatic increase in local-area rents, which led to a housing affordability crisis that the city council found to be inimical to the public health, safety, and welfare. In enacting the ordinance, the city council took note of the interests and needs of both owners and tenants, attempting to strike a balance between the need to prevent significant economic displacement of tenants and owners reasonable investment-based expectations. Reflective of the reality that the ordinance was enacted in response to a current and specific need, it includes a provision under which the law will automatically sunset (expire) on December 31, 2030.

### **2. How will the city (or I) know whether a property that I own is subject to the ordinance?**

Generally speaking, the ordinance applies to all multifamily residential properties that were built in the city before 1995 unless a specific exemption applies. Examples of the types of properties (and units within properties) that are exempt from the ordinance include:

- Those that can be sold separately from any other unit, like a single-family home or condominium;
- Properties that are specifically restricted for occupancy by very low-, low-, or moderate-income families.
- Institutional properties like school dormitories, hospitals, convents and monasteries, group homes and the like;
- Hotels, boarding houses, or other types of properties used for transient occupancy;
- Mobile homes;
- Duplexes in which one of the two units is occupied by the owner.

The above list is not exhaustive, and more complete information about exemptions can be found on the city's website at <https://www.oxnard.org/city-department/housing/apartment-rent-stabilization/>

The city will mail to all owners of multifamily properties a form that they must complete and return. That form will provide an opportunity for you, as an owner, to notify the city of any exemption that applies to your property.

### **3. What does the ordinance do?**

The primary thing that it does is limit the percentage by which you may increase your tenants' rents. Under the ordinance you may generally increase a tenant's rent by no more than 4%, and no more than once in any 12-month period.

You may increase rents by more than that only if you file what is known as a Fair Return Petition with the city, prove to the city that the ordinance has prevented you from obtaining a fair return, and the city approves an additional increase. If you file such a petition, any affected tenant will have the opportunity to respond to it.

**4. What is a Fair Return Petition?**

Under the California and United States constitutions, a government regulation limiting the income that a person may earn on property must be structured in such a way that the property owner may obtain a fair and reasonable return on that person's investment. A "fair and reasonable return" does not mean a profit; given the vicissitudes of the market, reasonable government regulation, an owner's management skills, and other factors, the state and federal constitutions do not and cannot ensure that anyone earns a profit.

Under the Rent Stabilization Ordinance, a fair and reasonable return is a return on investment as measured by an owner's net operating income (gross income less operating expenses) that is not unreasonably suppressed from 2022 to any subsequent year by the 4% limit on annual rent increases.

**5. My tenant is economically well off; may I increase her rent by more than 4%?**

No. The Rent Stabilization Ordinance is not an affordable-housing program and is not means tested. The rent limits that the ordinance impose apply regardless of any tenant's economic status.

**6. Before the ordinance went into effect on June 2, 2022, I gave my tenant a notice increasing the tenant's rent after that date; is the notice valid?**

It depends. Once the ordinance went into effect on June 2, 2022, it became illegal for an owner to demand, accept, or retain a rent increase of more than 4% in any 12-month period.

So if the notice that you gave your tenant is for an increase of 4% or less, and if you have imposed no other rent increase in the 12 months before the increase is to go into effect, the notice is perfectly valid.

But if the notice called for the tenant's rent to go up by any amount within 12 months since your last increased his or her rent, the notice is not valid, and you may not demand that your tenant comply with it.

If there is at least 12 months between the last rent increase that you imposed and the date on which the new increase is to go into effect, and if the notice purports to increase the rent by more than 4%, it is not valid for any amount greater than 4%; the tenant is required to increase his or her rent payment, but only by 4%.

**7. Is the Rent Stabilization Ordinance the same as the state law (AB 1482, or "The California Tenant Protection Act of 2019")?**

No; although the two laws are in some ways similar, they are not the same, and the state law does not apply to properties that are subject to the ordinance. That is because state law applies only to units that are not covered by a local rent stabilization ordinance that provides for a greater rent limitation than the state law does. AB 1482 limits annual rent increases to between 5% and 10% annually; the Rent Stabilization Ordinance limits annual rent increases to 4% annually. Because local law limits rent increases more strictly, AB 1482 does not apply.

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No, it does not. There are various state and local laws that require owners to maintain residential rental property in a safe and habitable condition, and the Rent Stabilization Ordinance does not duplicate them. Nor does the law authorize a reduction in rent for units that are not properly maintained. The ordinance does, however, forbid owners to impose any rent increase with respect to a unit that is in violation of certain health and safety standards, or as to which an owner has not performed repairs required by a government agency or a court.

**10. Does the ordinance relieve tenants of the obligation to comply with an existing lease?**

No, it does not, except to the extent that a lease provision conflicts with a provision of the ordinance by, for example, requiring a tenant to waive the ordinance's protections.

**11. Where can I find the full text of the Rent Stabilization Ordinance?**

The entire text of the ordinance may be found on the city's website at <https://www.oxnard.org/city-department/housing/apartment-rent-stabilization/>

**III. What does the Just Cause and Tenant Protection Ordinance mean for tenants and owners?**

**1. What does the Ordinance Do?**

The Just Cause and Tenant Protection Ordinance:

- limits the grounds for eviction for most tenancies in the city after a tenant has been in place for at least 30 days; and
- if a tenant is evicted for a no-fault reason (a reason not arising from anything that the tenant did wrong), requires the owner to give the displaced tenant financial assistance to move in the amount equal to two months of the tenant’s rent at the time of displacement or \$5,000, whichever is greater.

**2. What are the grounds on which a tenant may be evicted under the ordinance?**

The ordinance permits evictions for two categories of reasons: reasons arising from a tenant’s fault, and reasons not arising from a tenant’s fault. The following table includes a list of reasons for which a tenant may be evicted under each of the two categories:

No Fault Eviction	Eviction for Fault
Occupancy by owner or relative (27-4(A))	Failure to pay rent (27-3(A))
Owner’s going out of the rental business (27-4(B))	Breach of a material lease term (27-3(B))
Owner compliance with government or court order related to habitability necessitating that unit or property be vacated (27-4(C))	Causing or permitting a nuisance (27-3(C))
Demolition or substantial remodel (27-4(D))	Waste (causing destruction) (27-3(D))
	Failure to sign written lease extension (27-3(E))
	Criminal activity (27-3(F))
	Subletting in violation of lease (27-3(G))
	Refusal to allow owner lawful entry (27-3(H))

Using premises for unlawful purpose (27-3(I))
Termination of employment with owner (27-3(J))
Tenant's failure to vacate after having given owner notice of intent to vacate (27-3(K))

If an owner chooses to evict a tenant for a no-fault reason, the owner must pay a relocation fee to the displaced tenant. A tenant evicted for fault is not entitled to any relocation assistance.

**3. Is the Just Cause Eviction and Tenant Protection Ordinance identical to the California Tenant Protection Act of 2019, also known as AB 1482?**

No; although the two laws have similar names and relate to a similar subject matter, they are not the same. Most importantly, it is important to understand that it is the local ordinance, and not the state statute, that applies in the City of Oxnard.

This is because AB 1482 states that it does not apply where a local law adopted after September 1, 2019 requiring just cause for termination of a residential tenancy is more protective than that state law. The Oxnard just cause ordinance was adopted in 2022 and provides greater protection than AB 1482. For example, AB 1482's eviction protections apply only after a tenancy has been in existence for at least 12 months; the Just Cause ordinance's protections apply to tenancies after only 30 days. AB 1482 requires a relocation assistance payment of one month's rent for no-fault evictions, while the Just Cause ordinance requires such a payment in the amount of two month's rent or \$5,000, whichever is higher.

**4. Does the ordinance prevent an owner from evicting a tenant who has failed to pay rent or caused problems at the property under which an owner could previously evict a tenant after serving a three-day notice to perform or quit?**

No, it does not. As the list of fault-based reasons included in the answer to FAQ 2, above makes clear, the ordinance does not restrict fault-based reasons to evict.

**5. Does the ordinance give owners grounds to evict that they did not previously have?**

No, it does not. The ordinance in no way expands the grounds on which a tenant may be evicted.

**6. Does the ordinance allow an owner to evict a tenant for a no-fault reason in the middle of a specified lease term, before that term has expired?**

No, it does not. Just as the law does not relieve a tenant of obligations arising under his or her lease (other than an obligation to waive protections set forth in

the ordinance), it also does not allow an owner to do so. So if, for example, an owner has contractually agreed to lease a unit to a tenant for a specified term, the owner must honor that agreement. The owner may terminate the tenant for a no-fault reason only after the period stated in the lease has expired.

Of course, the owner does not have to permit a tenancy to continue through a lease term of a who forfeits his or her tenancy in a way justifies a fault-based eviction.

**7. How are tenants expected to know their rights under the ordinance?**

The ordinance requires owners to post a notice of tenants' rights under the ordinance. The notice must be posted in a conspicuous place on the affected property, and must be in English, Spanish, Purépecha, Mixteco, Otomi, Tagalog, Zapoteco, and Nahuatl. The ordinance also requires owners to provide the notice when serving a tenant with a change in the terms of tenancy, and at the commencement or renewal of a lease after June 2, 2022. That notice must be provided in English and, if the lease was negotiated in a language other than English, also in that other language.