

# WHAT'S NEW IN HOUSING!!

January 2020

## THE HOUSING CHOICE VOUCHER WAITLIST IS OPENING!

The CDC would like to take this opportunity to notify landlords that the Housing Choice Voucher wait list will open on

Wednesday January 22, 2020 at 8:00 a.m. and close on Thursday January 30, 2020 at 5:00 p.m.

We are hoping this may be an opportunity for landlords who have good tenants that may be having a difficult time paying their rent. If you have a tenant you think may benefit from applying for the Housing Choice Voucher program, we encourage you to share this information with them. The full announcement will be posted in the Ukiah Daily Journal.

## NEW CALIFORNIA LANDLORD LAWS

California recently passed new laws in regards to terminating tenancy, rent increases and refusing applicants because they have housing assistance. Make sure you understand your obligations as a landlord and seek legal advice with any questions. Below you will find a few highlights regarding these new laws.

### Housing Assistance is now included as a protected source of income (SB 329 (MITCHELL))

In 2019, the California state legislature passed and the Governor signed a bill, SB 329 (Mitchell), which adds housing assistance as a protected source of income under California's Fair Employment and Housing Act. This means that landlords in California cannot refuse to accept a tenant or prospective tenant because they have housing assistance, such as a Housing Choice Voucher. Such a refusal would constitute unlawful discrimination under the expansion of the fair housing law. This law goes into effect January 1, 2020.

### Tenant Protection Act of 2019

**Termination of Tenancy:** After a tenant has continuously occupied a residential property for 12 months, the owner of the property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. Just

cause includes "at-fault just cause" and "no fault just cause". Refer to *Assembly Bill No. 1482* for the definitional elements of "at-fault just cause" and "no fault just cause".

Before an owner issues a notice to terminate a tenancy for "just cause" that is a curable lease violation, the owner shall first give notice of the violation to the tenant with an opportunity to cure the violation. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy. Make sure the "just cause" is stated in the written notice to terminate tenancy.

If an owner of residential real property issues a termination notice based on a "no-fault just cause" the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

- Assist the tenant to relocate by providing a direct payment to the tenant equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Relocation assistance shall be provided within 15 calendar days of service of the notice, or
- Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

The owner must notify the tenant of the tenant's right to relocation assistance or a rent waiver. If the owner elects to waive the rent for the final month of tenancy, the notice shall state the amount of rent waived and that no rent is due for the final month. Any relocation assistance shall be provided to the tenant within 15 calendar days of service of the notice.

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**References:**

- Termination of Tenancy and Rent Increases refer to the Tenant Protection Act of 2019 - Assembly Bill No. 1482 and

- SB 329 (MITCHELL) talks about Housing Assistance now being included as a protected source of income

-Rent Increases: "Percentage change in the cost of living" means the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located

**Contact Us****CDC**

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*Our programs success is based on  
our partnerships with our landlords.*

*Without your support our agency  
would not be able to successfully  
house so many families, Thank you!*

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**RENT INCREASES**

An owner of a residential property shall not, over the course of any 12-month period, increase the rental rate for a dwelling;

- More than 5 percent plus the percentage change in the *cost of living*, or
- 10 percent, whichever is lower,

The increase is based on the lowest rental rate charged for that dwelling at any time during the 12 months prior to the effective date of the increase. In determining the lowest rental amount, any rent discounts, incentives, concessions, or credits offered by the owner and accepted by the tenant shall be excluded.

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**CDC**

1076 North State Street  
Ukiah CA. 95482

**Recipient Name**

Street Address

City, ST ZIP Code

Unfortunately CDC is unable to give any legal advice in regards to these new laws and if you have questions we recommend that you seek legal counsel.

Again, thank you for your participation in our programs!

CDC Staff