

From: [BONNIE DONOVAN](#)
To: [City Clerk Group](#)
Subject: Please distribute to City Council For C.1
Date: Monday, September 1, 2025 8:06:24 PM

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To the Goleta City Council,

Re: C.1

I'm writing as a concerned member of our community who is alarmed by the direction our housing policies are taking. The City of Goleta previously sued UCSB for increasing student enrollment without providing adequate housing. Yet UCSB has once again announced a rise in student numbers—without any new housing solutions. Instead of holding the university accountable, the city is now targeting landlords who have stepped up to fill the housing gap.

The proposed ordinance that would bar landlords from re-entering the rental market for ten years if they temporarily remove a unit is punitive and shortsighted. Life happens. Families face health crises, job losses, and other emergencies that may require a landlord to house a loved one. To punish someone for responding to a personal hardship—and then deny them the ability to rent again even after circumstances change—is not just unfair, it's cruel.

This policy doesn't solve our housing crisis. It deepens it. It discourages participation in the rental market, drives out small landlords, and shifts the burden away from the institutions that helped create the problem in the first place.

Goleta is not in the business of building housing. But landlords are. And instead of being supported, they're being pushed out. If the city wants to address the housing shortage, it must focus on real solutions—like holding UCSB accountable and supporting those who are already providing homes to our residents.

I could write on everything you have on this topic, but I think we should start here.

Please reconsider this harmful proposal. Our community deserves better.

Sincerely,
Bonnie Donovan

From: [Kalia Rork](#)
To: [City Clerk Group](#)
Cc: animalservicesdirector@sbcphd.org; info@k-9pals.org; [Jill Cody](#)
Subject: Public Comment on Agenda Item C.1 (25-366) — Tenant Protections Ordinance 9/2/2025
Date: Monday, September 1, 2025 5:00:47 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mayor and Councilmembers,

Re: Item C.1 (25-366) — Tenant Protections Ordinance

I've worked as a full-time real estate agent in our area for 24 years, and over the years I've been both a landlord and a tenant here in Goleta. I support fair, clearly written tenant protections. At the same time, broad, one-size-fits-all rules can produce unintended consequences that ultimately make renting harder for the very households we want to help.

Since California and nearby jurisdictions adopted stronger protections, I've repeatedly seen small "mom-and-pop" owners exit the market or tighten their screening. Larger operators can staff-up to handle compliance and the multiple legal requirements; small owners often can't. When they sell, we lose flexible, *relationship-based housing—often the only path for people with modest incomes, thin credit files, non-W-2 income, or multigenerational households*.

Recommendation 1: Exempt small landlords.

Please consider exempting owners with fewer than four rental units citywide. In real estate practice, one-to-four units is treated as residential; five-plus is commercial. A small-landlord exemption would keep vital housing stock in circulation and reduce the incentive to sell or screen out borderline applicants.

Recommendation 2: Add pro-pet provisions (no breed bans).

While you improve tenant stability, please also address a major driver of animal shelter crowding: the shortage of pet-friendly rentals. California already recognizes a public policy favoring at least one pet in common-interest developments (Civil Code §4715, part of the Davis-Stirling Act). Although that statute governs HOAs and owners—not private rentals—it shows a sensible statewide precedent for allowing pets subject to reasonable rules (e.g., deposits, behavior standards), without breed bans. Adopting a simple "at least one pet" rule for rentals would meaningfully expand housing options for responsible pet-owning tenants and reduce shelter intake.

Recommendation 3: Clear, accessible information for tenants and landlords

The City of Goleta already hosts a "Tenant Protections" page with clear summaries of just-cause requirements, relocation assistance, mandatory lease terms, and right-of-first-refusal—and the full ordinance is available in the municipal code. However, these materials are somewhat buried in Planning & Environmental Review and may not be easy for tenants or small landlords to find. I encourage the City to feature this information more prominently and offer it in both English and Spanish—perhaps under a "Resources for Tenants & Landlords" section—so everyone understands their rights and responsibilities, leading to better compliance and trust in the process.

In short: keep strong, enforceable protections against bad actors; refine the ordinance to avoid pushing small providers out; and make room for well-managed, pet-friendly housing. Those adjustments, coupled with clear public information, will improve equity and access without sacrificing stability.

Thank you for your consideration of these recommendations.

Sincerely,
Kalia Rork

CCs (for reference):

- **Shadow's Fund** — nonprofit working directly with high-risk dogs from the County Animal Services shelter contracted by Goleta.
- **Sarah Aguilar, Director, Santa Barbara County Animal Services** — oversees shelter operations and community animal welfare programs countywide.
- **K-9 PALS (Placement and Assistance League, Inc.)** — longtime nonprofit partner supporting shelter dogs and adoptions in Santa Barbara County.

From: [Esther Ruth](#)
To: [City Clerk Group](#)
Subject: Sept 2 meeting re housing.
Date: Monday, September 1, 2025 7:16:24 PM

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I strongly urge you not to punish a landlord by not allowing them to re-rent their property for 10 years in the event they need to take it off the market for personal reasons, such as a family member needing a place to live for a while. Not only does this make it difficult on an individual landlord who is dependent on rent for a living but there will be fewer places for the general public to rent.

These new rules that have been coming out are extremely punitive to the landlord and is assuming all tenants are 'angels' and all landlords are bad people. These new attempts to control are way out of line!

Thank you for your time. Esther



September 2, 2025

Mayor Paula Perotte
Mayor Pro Tempore Stuart Kasdin
Councilmember Luz Reyes-Martín
Councilmember James Kyriaco
Councilmember Jennifer Smith
130 Cremona Drive
Goleta, CA 93117

RE: C.1 Introduction and first reading, by title only, of a Tenant Protections Ordinance Amending Chapter 8.19, Tenant Protections, of Title 8, Health and Safety, of the Goleta Municipal Code

Dear Mayor Perotte and Councilmembers,

The Santa Barbara Association of REALTORS® (SBAOR) represents about 1,200 REALTORS® throughout the South Coast and our mission includes engaging in real estate related community issues affecting our members and/or their clients who are homeowners, housing providers, tenants, and commercial owners. The Santa Barbara Rental Property Association (SBRPA) is the premiere organization for housing providers, suppliers, and the rental housing community. SBRPA serves the community at large, and nowhere is this more evident than in our collaboration with various organizations. As two of the leading organizations in the South Coast primarily focused on housing, we question the amendments to the above-mentioned Municipal Code sections.

Below are our stances and comments on the proposed staff recommendations:

We appreciate that the **Early Tenant Alert Notice Requirement** is not mandatory but instead provides an option to the property provider with flexibility with their relocation assistance payment.

We question where the 10 years as the **Criteria for Withdrawal from Rental Market** came from. There is no codification of a specific time period within the Ellis Act and we wonder if there is data in Goleta which determines that 10 years is an appropriate time period. Also, how would it be determined if the property stayed off the rental market for 10 years?

While the **Relocation Assistance Payment Amount** has been in existence for quite some time, we would still like to remind you that there needs to be a clear understanding of the difference between a termination notice, eviction and unlawful detainer. There are legal differences between each term and as such need to be properly defined. In order to provide transparency between the tenant and landlord, the tenant should be required to provide the number of eligible tenants of the household, with documentation, within a certain number of days of being notified they must move. The landlord would then be required to then have a specified number of days to pay the first installment of the relocation assistance. There needs to be a provision on how to deal with situations in which a tenant fails to vacate. A solution would be to allow the landlord to deduct a daily rental damage from the second installment for each day the tenant holds over.



We support the **Housing Displacement Information** being given to tenants during the notice of termination of residential tenancy.

We support the **Mandatory One-Year Lease Clarifications**.

We appreciate that the City is considering **Right of First Refusal for Substantial Remodel Clarifications**. Allowing property providers an opportunity to petition for an increase in rent after a substantial remodel (or demolition and rebuild) is important because it will allow property owners to recover their costs after an expensive project. These costs include, but not limited to:

- Direct Renovation Costs
 - Labor & Materials
 - Finishes & Fixtures
- Soft Costs
 - Design & Planning
 - Permits & Compliance
 - Legal & Administrative
- Tenant-Related Costs
 - Relocation assistance
 - Loss of rent during vacancy
- Financing & Holding Costs
 - Interest on loans or credit
 - Property taxes during renovation
 - Utility bills
 - Insurance premiums
- Insurance & Risk Management
 - Builder's Risk Insurance
 - Dwelling Insurance
 - Liability Insurance
 - Workers' Compensation
- Post-Renovation Leasing
- Accounting & Tax Considerations
 - Capital improvements are depreciated over time
- Accounting & Tax Considerations

We support the **Tenant Anti-Harassment Provisions and Remedies**.

We appreciate being able to comment on this issue and provide questions and comments to expand the conversation. We look forward to continuing this important conversation while still allowing property owners to exercise their private property rights.

Sincerely,



Summer Knight
SBAOR 2025 President



Betty Jeppesen
SBRPA 2025 President



Written Participation for the Sept 2, 2025 Goleta Council Meeting

Ed Belcher, tenant in Goleta and member of SBTU

1. Proposed Substantial Remodel Rent Petition

The Tenant Protections Code defines “Substantial Remodel” as work needed to bring the Rental Unit into compliance with applicable health and safety codes **and** that the work will not allow the tenant to live in the rental unit for 30 or more days. A Substantial Remodel cannot include other types of improvements. Currently, when the Tenant vacates her apartment for this work to occur, she receives a minimum of \$8000 to secure lodging, and if she returns, the landlord may ask for up to a 10% rent increase.

This new proposal allows the landlord to ask for a higher than 10% rent increase after the city’s approval of his Substantial Remodel Rent Petition. It took 4 pages of text to explain the mechanics of submission and approval of that petition. It will take hours, maybe days for the staff to respond to each Petition. Please note that a Substantial Remodel just brings the apartment in compliance with basic health and safety codes. A 10% increase on return and annual rent increases after that, is sufficient payment for the tenant to finally have a legal apartment.

2. Less Than 30 Days Per Diem Relocation Assistance

A Substantial Remodel requires 30 days or more to complete and requires compensation to the tenant. The **code is silent** for any compensation for a mandatory relocation for shorter periods.

Repairs or other work to make the apartment satisfy building codes may take less than 30 days. The tenant still pays rent to the landlord and must find a short-term stay in a hotel. It is fair for the landlord to provide per diem for the days the tenant is out of her apartment. A number of cities include per diem for short-term removals. Also, paying per diem motivates the landlord to get the job done expediently.

3. Add a Buyout agreement protocol to your code.

Case A) Section 8.19.050 F. states in layman language: If the Landlord does not wish to continue the rental relationship, and the No-Fault tenant does, the Tenant is offered a one-session mediation meeting with the Landlord. *The results of any meeting shall not be binding unless agreed to by both parties.*

Case B) The landlord may want capital improvements that **exceed** the standards of “Substantial Remodel” and in the process would need to evict the current tenants.

In either case, a number of cities specify a **Buyout Agreement Protocol** when the landlord wants the tenant to leave for a no-fault reason not covered by Code. The street term is “Cash for Keys”. A Buyout Agreement is a fair and legal way to remove tenants. The Goleta Protections Code needs a Buyout Agreement Protocol that ensures tenants

get a fair deal when dealing with the landlord. Buyout agreements finally allowed successful negotiations for all parties in the 215 Bath Street Renovation battle that lasted unnecessarily for months and paid lawyer fees as well.

4. Helping landlords and tenants resolve issues out of court.

The Fiscal Impacts statement includes:

1) “Staff will advise members of the public regarding protections under the ordinance.”

To me, this means workshops, online videos, code written in layman speak, a phone number to call, and an email address to write staff members familiar with the code and willing to inform the party how her concern stands with that code. All of that should be featured on a webpage easy to locate from the city website home page.

2) “The Rental Housing Mediation Program (RHMP) of the City of Santa Barbara, has a mediation staff to assist City residents in tenant-landlord disputes.”

I talked with RHMP Raymond Rengo, Mediation Specialist, on July 17, 2025. He told me that the RHMP **has not changed** its mediation process after Santa Barbara and Goleta passed their Tenant Protection Codes in 2023. He does not discuss city codes and how they relate to the party’s case.

Rengo said that outcomes of their help are not recorded by RHMP.
If the problem is not solved, they suggest clients call a lawyer or LAF for help

Rengo gave me activity statistics that covered from July 1, 2024 to June 30, 2025:

1250 First calls to RHMP,
40 telephone mediations with the second Party,
3 In-person mediations with 2 volunteers.

RHMP contracts with three cities: Santa Barbara, Goleta, and Carpinteria, with a total over 27,000 rental units.

Comments in SBTU meetings indicate that the RHMP staff are nice but not very helpful.

Also 8.19.080 G states in part: **The City Attorney is authorized to enforce this Chapter through administrative, civil, or criminal action.**

Tenants and landlords want to be able to resolve disputes out of Court. This requires a staff member able to explain the pertinent code to one or both parties in sufficient detail that enables them to determine which side of the code they stand. Few want to go to court with a high probability they will lose, have to pay court fees for both parties, pay fines, and bear additional remedies expressed in the code.

Imparting this information would be an excellent way for the City Attorney’s office to enforce this code with minimal disputes going to court, a great help to both parties.