

## CITY OF SUNNYVALE NOTICE OF TENANT RIGHTS

Effective June 23, 2023, the City of Sunnyvale Residential Tenant Protections Program requires landlords to: (1) Provide relocation assistance to tenants for no-fault, just cause evictions, and (2) Provide tenants a written lease with minimum lease terms.

### Tenant Relocation Assistance

Landlords are required to pay relocation assistance to tenants who are evicted as a result of a no-fault, just cause. The relocation assistance amount shall be equal to two times the tenant's monthly rent in effect when the landlord issued the notice to terminate. In order to qualify for relocation assistance, the tenant must have continuously and lawfully occupied the property for no less than 12 months.

No-fault, just cause evictions include the following as provided in Civil Code Section 1946.2(b)(2):

- Compliance with a government order or local ordinance requiring vacation of the unit;
- Removal of the rental unit from the marketplace;
- Intent to demolish or substantially remodel the unit;
- Intent to occupy the residential property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

### Minimum Lease Terms

- **New Leases:** Landlords must offer tenants the option to enter into a written lease which has a minimum term of one year. It is the tenant's choice whether or not to enter into such a written lease with a landlord and the tenant must accept or reject the lease term in writing. If tenant rejects the initial offers of a written lease with a minimum term of one year, the tenant and landlord may enter into a written lease with a term of fewer than 12 months. Alternatively, Landlords may offer an upfront menu of lease terms to tenants prior to lease acceptance, which shall allow the tenant the choice of the minimum number of options as follows: one (1) month, three (3) months, six (6) months and twelve (12) months.
- **Renewals of Leases:** If the tenant previously accepted a one year term written lease, landlords must follow the New Leases procedure described above. If the tenant has previously rejected such offers described above and tenant and landlord previously agreed to a written lease term of fewer than 6 months, the landlord is not required to re-offer a 12 month lease term.

### Applicability

The above provisions apply to all rental housing units in the City of Sunnyvale regardless of date of certificate of occupancy, unless the unit falls into one of the following categories:

- Single-family owner-occupied residences in which the owner-occupant rents no more than two bedrooms or units, including accessory dwelling units and junior accessory dwelling units;
- Duplexes in which the owner occupies one of the units;
- Single-family homes and condominiums **if both a) and b) apply:**
  - a) the property is **not** owned by a real estate trust, corporation, or LLC with at least one corporate member, **AND**
  - b) the landlord notified the tenant in writing that the tenancy is not subject to the provisions specifically described in Civil Code Sections 1946.2 and 1947.12;
- Deed-restricted housing that is affordable to lower-income households.

### Contact Information

**Project Sentinel**  
**For Tenant/Landlord Compliance Concerns**  
**Phone:** 1-800-339-6043  
**Email:** [info@housing.org](mailto:info@housing.org)  
**Website:** <https://www.housing.org>

**City of Sunnyvale Housing Division**  
**Phone:** 408-730-7250  
**Email:** [housing@sunnyvale.ca.gov](mailto:housing@sunnyvale.ca.gov)  
**Website:** <https://www.sunnyvale.ca.gov/homes-streets-and-property/housing>