

City of Pomona
Ordinance No. 4359
Frequently Asked Questions (FAQ)

What is Urgency Ordinance No. 4359?

Ordinance No. 4359 (“Ordinance”) is the City of Pomona’s updated Rent Stabilization and Eviction Control Ordinance, adopted by the City Council on November 17, 2025 and effective January 1, 2026. It replaces and builds upon the tenant protections first established under Urgency Ordinance No. 4320 in 2022. Ordinance 4359 continues the City’s commitment to protect tenants from unreasonable rent increases while ensuring that owners of residential real property receive a fair and reasonable return on their investment. It also refines and clarifies eviction protections, petition procedures, and administrative processes. The Ordinance limits rent increases to no more than 5% annually and allows no more than one rent increase in any 12-month period. The Ordinance also requires landlords to demonstrate that terminations of tenancy qualify as either At-Fault or No-Fault and requires landlords to pay relocation assistance for No-Fault terminations, with amounts set by City Council resolution.

What properties does the Ordinance apply to?

The Ordinance applies to all residential rental units unless the property is expressly exempt under the Ordinance, state, or federal law, and the landlord complies with the requirement to file a valid Notice of Exemption with the City.

What types of properties are exempt from the Ordinance?

The Ordinance does not apply to:

- Transient and tourist hotel occupancies;

- Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, or adult residential facility;
- Rental units with a certificate of occupancy or equivalent residential occupancy permit issued after February 1, 1995;
- Rental units that have been issued a certificate of occupancy within the past fifteen years;
- Dormitories owned and operated by an institution of higher education or a K–12 school;
- Housing accommodations in which the tenant shares bathroom or kitchen facilities with an owner who maintains the property as their principal residence;
- Single-family owner-occupied residences, including those in which the owner rents no more than two units or bedrooms such as ADUs or JADUs;
- Duplexes in which the owner occupied one unit as their principal residence at the beginning of the tenancy and continues to reside there;
- Rental units that are alienable separate from the title to any other dwelling unit, including single-family homes, condominiums, and townhomes;
- Rental units that are a subdivided interest in a subdivision;
- Rental units for which the landlord receives federal, state, or local housing subsidies, including Section 8 Housing Choice Vouchers, where applicable; and
- Rental units subject to a recorded covenant that restricts tenant income levels or the amount of rent that may be charged.

What should I do if I believe my property is exempt?

A Landlord who believes a rental property is exempt from the Ordinance should file a Notice of Exemption with the City. Failure to file a Notice of Exemption may result in the property being subject to the Ordinance. The Notice of Exemption form is available on the City's website.

How does the Tenant Protection Act, AB 1482, interact with the Ordinance?

The Tenant Protection Act, also referred to as AB 1482, with certain exceptions, prohibits an owner of residential property from terminating a tenancy without just cause and with certain exceptions, prohibits an owner of residential property from increasing the gross rental rate for a dwelling or unit by the lower of 10%, or 5% plus the percentage change in the Consumer Price Index (CPI), as defined in California Civil Code section 1946.2. AB 1482 provides that a local ordinance adopted after September 1, 2019, requiring just cause for termination of a residential tenancy shall supersede California Civil Code section 1946.2 only if the ordinance is "more protective" than this section. The Ordinance is intended to be more protective than state law and, where applicable and to the extent it provides greater tenant protections, operates in place of California Civil Code section 1946.2.

To learn more about the Tenant Protection Act, please click [here](#).

If a rental unit is exempt from the Ordinance, does the Tenant Protection Act apply?

This will depend on the circumstances of the rental property. In some situations, the

property may be exempt from the Ordinance, but subject to the Tenant Protection Act. For instance, the Ordinance exempts all properties with a certificate of occupancy issued after February 1, 1995, but some of these properties may be subject to eviction controls under the Tenant Protection Act if they were issued a certificate of occupancy more than 15 years ago. Landlords and tenants should seek out legal counsel if they have specific questions about their property.

What is the Costa-Hawkins Act? How does it interact with the Ordinance?

The Costa-Hawkins Residential Housing Act is a state law that became effective January 1st, 1996. Costa-Hawkins sets limits on the kind of rent control policies cities are able to impose and exempts certain types of residential rental units from rent control ordinances. It also allows landlords to reset the rental rate on rent-controlled rental units when they become vacant or when the last rent-controlled tenant no longer permanently resides at the unit.

To learn more about the Costa Hawkins Act, please click [here](#).

As a tenant, what can I do if I think my landlord has violated the Ordinance?

If a tenant contends that a proposed or actual rent increase is not in compliance with the Ordinance or that a landlord has violated other provisions of the Ordinance, the tenant may file a Petition for Noncompliance requesting a hearing.

A petition may be submitted when any of the following occur:

- **Unlawful Rent Increase:** A proposed or actual rent increase exceeds the maximum allowable amount under the Ordinance;
- **Decrease in Housing Services:** A landlord reduces housing services, such as parking, laundry, or other amenities, effectively increasing the total housing cost.
- **Habitability Issues:** The rental unit is untenantable or fails to meet the implied warranty of habitability under California Civil Code Section 1941.1.
- **Other Violations:** Any other action that violates the protections or requirements of Ordinance No. 4359.

As part of the petition process, tenants must mail a copy of the petition by first class mail, postage prepaid, to the landlord within ten (10) calendar days after the date the petition is accepted as complete. The tenant must also file a proof of service signed under penalty of perjury stating that a copy of the petition was mailed to the landlord within fifteen (15) calendar days after the date of the petition being accepted as complete. The tenant will be responsible for proving by a preponderance of evidence that there is non-compliance with the Ordinance. Additional information can be found under Section 30-578(b) of the Ordinance. Hearings on tenant petitions are conducted before a Hearing Officer appointed by the City Manager. The Hearing Officer's written decision shall be final, unless an administrative penalty has been assessed.

What civil remedies are available to tenants who have been aggrieved by a violation of the Ordinance?

Tenants may bring a civil suit in the courts of the State alleging a violation of the Ordinance. If found in violation, landlords shall be liable to the aggrieved tenant and may be required to pay for attorneys' fees and costs.

As a landlord, what can I do if the rent increase limit is preventing me from receiving a fair return on my property?

The Ordinance allows landlords to file a Fair Return Petition with the City to request a hearing if landlords contend that limitations on a rent increase will prevent them from receiving a fair and reasonable return on their property. As part of the petition process, landlords must mail a copy of the petition to all tenants whose rents are the subject of the petition within ten (10) calendar days after the date the petition is accepted as complete by the City. Within fifteen (15) calendar days after the date the petition is accepted as complete, landlords shall file a proof of service signed under penalty of perjury stating that a copy of the petition was mailed to all such tenants. Landlords bear the burden of proving by a preponderance of the evidence at the hearing that the limit is preventing them from receiving fair and reasonable return on their property and are responsible for all costs with the City's review of the petition.

As a landlord, what can I do if I need to recover costs for a capital improvement to my property?

The Ordinance allows landlords to file a Capital Improvement Petition with the City to request a hearing to recoup costs associated with qualifying capital improvements. The petition must include a description of the improvement, documentation of the costs, the reasons for the improvement, and any other supporting documentation requested. As part of the petition process, landlords must mail a copy of the petition to all tenants whose rents are the subject of the petition within ten (10) calendar days after the date the petition is accepted as complete by the City. Within fifteen (15) calendar days after the date the petition is accepted as complete, landlords shall file a proof of service signed under

penalty of perjury stating that a copy of the petition was mailed to all such tenants. The hearing officer may approve pass-through costs for the capital improvements, allowing landlords to recover expenses from affected tenants. The monthly pass-through cannot exceed the lesser of ten percent (10%) of monthly rent or one hundred dollars (\$100). Landlords are responsible for all costs associated with the City's review of the petition.

Where should landlords and tenants submit petitions and correspondence with the Rent Stabilization Program?

Please submit petition documents and any questions or concerns to the City of Pomona at: 505 South Garey Avenue, Pomona, CA 91766, Attention: Rent Stabilization Program For additional assistance, please email us at RentStabilization@pomonaca.gov or call 909-620-3777.

Does the Ordinance's rent increase limit apply to rental units that have been vacated?

The Ordinance allows landlords to set a new initial rent without restriction at the commencement of a new tenancy. However, after a new initial rent has been set when a new tenant moves in, subsequent rent increases throughout the tenancy are subject to the Ordinance until the tenant vacates.

What is an At-Fault Just Cause termination?

At-Fault just cause termination refers to the termination of a lease by the landlord due to actions taken by the tenant. Circumstances that qualify as At-Fault include:

- Failure to pay rent;
- Violation of a material rental agreement term;

- Continuous refusal, after the landlord has provided a written request, to allow reasonable access to the unit;
- Creating or maintaining a nuisance in, or causing damage to, the rental unit or to the common areas of the rental complex, or creating an unreasonable interference with the comfort, safety, or enjoyment of any other residents of the building; and
- Use of the rental unit for any illegal purposes by the tenant, tenant's guest, or invitee.

When citing one of these reasons in terminating a tenancy, landlords are *not* required to provide relocation assistance. Please refer to the Ordinance for additional details.

Acts of domestic violence, sexual assault, or stalking committed against a tenant or a member of the tenant's household may not be used as the basis for an At-Fault Just Cause termination.

What is a No-Fault Just Cause termination?

No-Fault just cause termination refers to landlords recovering possession of a unit in order to:

- Demolish the rental unit;
- Remove the rental unit permanently from rental housing use;
- Perform substantial work on the building or buildings housing the rental unit(s);
- Recover possession of the rental unit for use by a resident manager;
- Recover possession of the rental unit as the primary residence of the owner or an immediate family member;
- Recover possession of a unit for use by a tenant that requires an occupancy agreement and intake, case management, or counseling as part of the tenancy; or

- Comply with a government agency's order to vacate and contractual agreements relating to the qualifications of tenancy with a governmental entity.

Certain tenants, including long-term tenants who are elderly, disabled, or terminally ill, may be protected from No-Fault terminations. Additional eligibility limitations, notice requirements, and minimum occupancy periods apply.

Please refer to the Ordinance for additional details.

How does an owner notify the tenant of the termination of a tenancy?

To initiate a termination of tenancy, a landlord must demonstrate that the termination is based on one of the allowable at-fault or no-fault grounds described in Section 30-576(c) and (d) of the Ordinance. Landlords must serve a Notice of Termination to the tenant in accordance with the California Code of Civil Procedure Section 1162 and any other applicable state law requirements.

If the landlord files an unlawful detainer (eviction) action in court, the landlord must provide the City with a true and accurate copy of the filing, which includes the court name, case number, and proof of service, within ten (10) calendar days after serving the tenant.

Do landlords need to pay tenants relocation assistance after terminating a tenancy?

If a termination of tenancy is based on one of the No-Fault termination grounds listed in Section 30-576(d), the landlord is required to provide relocation assistance to an Eligible Tenant. Under Ordinance No. 4359, the amount of relocation assistance will be

established by a future resolution adopted by the City Council.

Until the City Council adopts that resolution, the relocation assistance amounts in effect under the prior ordinance remain applicable, which are provided for in Section 30-577(b), and provide for relocation assistance amounts ranging from \$5,926 to \$15,377.

Landlords may deduct from the relocation assistance any and all past due rent owed by the tenant during the prior 12 months and may deduct any amount paid by the landlord to pay for extraordinary wear and tear or damage caused, cleaning, or other purposes served by a security deposit as defined by the rental agreement.

Relocation assistance does not apply if:

- The tenant received written notice, prior to entering into a lease, that an application to subdivide the property for condominium, stock cooperative, or community apartment purposes had been filed with or approved by the City;
- The tenant received written notice, prior to entering into a lease, that an application to convert the building to a condominium, stock cooperative, or community apartment project had been filed with or approved by the City;
- The landlord seeks in good faith to recover possession of the unit for use and occupancy by a resident manager;
- The landlord seeks in good faith to recover possession to comply with a government agency's order to vacate due to hazardous conditions; or
- The tenant receives relocation assistance from another government agency, and such amount is equal to or greater than the amount provided in the Ordinance.

How much relocation assistance are landlords required to pay tenants when terminating a tenancy under No-Fault?

Until the City Council adopts a resolution updating relocation assistance amounts, the amounts are set forth in Section 30-577(b).

Landlords are required to pay the following amounts for “eligible” tenants:

- Tenant has been residing in the unit for less than 3 years: \$6,164
- Tenant has been residing in the unit for 3 years or more: \$8,074
- Tenant qualifies under HUD Low Income limits: \$8,074
- Tenants renting units from landlords who qualify to pay reduced relocation assistance: \$5,926

Landlords are required to pay the following amounts for “qualified” tenants:

- Tenant has been residing in the unit for less than 3 years: \$12,998
- Tenant has been residing in the unit for 3 years or more: \$15,377
- Tenant qualifies under HUD Low Income limits: \$15,377
- Tenants renting units from landlords who qualify to pay reduced relocation assistance: \$11,960

What determines if a tenant is “eligible” or “qualified”?

“Eligible” tenants are entitled to receive relocation assistance based on being a tenant within the property.

“Qualified” tenants are tenants who on the date of service of the written notice of termination are: (1) 62 years of age or older; (2) handicapped as defined in Section 50072 of the California Health and Safety Code, or

disabled as defined in Title 42 of the United States Code, Section 423; or (3) have one or more minor dependent children (as determined for federal income tax purposes).

What landlords qualify for reduced relocation assistance?

A landlord may qualify for reduced relocation assistance if all of the following conditions are met:

- (1) The building containing the unit contains four or fewer rental units.
- (2) Within the previous three years, the landlord has not paid a reduced relocation assistance to any tenant who resided in the building.
- (3) The Landlord owns, in the City, no more than four units of residential property and a single-family home on a separate lot.
- (4) Any eligible relative for whom the Landlord is recovering possession of the rental unit does not own any residential property in the City.

If a Landlord meets the requirements for lower relocation assistance, the reduced amounts are \$11,960 for any Qualified Tenant and \$5,926 for all other tenants.

What happens if a landlord does not comply with the Ordinance?

The City is authorized to take appropriate steps to enforce the Ordinance, including conducting investigations of possible violations by a landlord. The City, in its sole discretion, may choose to enforce the provisions of the Ordinance through the administrative citation process set forth in Section 2-1181 et. seq. of the Pomona Municipal Code. Each violation of any provision of the Ordinance may be subject to an administrative fine of up to the maximum as established by law and adopted by

resolution of the City Council. Each separate day, or any portion thereof, during which any violation of the Ordinance occurs or continues, constitutes a separate violation. The City's decision to pursue or not pursue enforcement of any kind shall not affect a tenant's rights to pursue civil remedies.

Any person who receives an administrative citation may request an administrative hearing before a Hearing Officer in accordance with Section 2-1181 et. seq. of the Pomona Municipal Code. Additionally, any responsible person may seek judicial

review of a Hearing Officer's decision pertaining to the imposition of an administrative fine in accordance with Section 2-1181 et. seq. of the Pomona Municipal Code.

Additionally, any tenant aggrieved by a violation of the Ordinance may bring a civil suit in the courts of the State alleging a violation of the Ordinance. In a civil suit, a landlord found to be in violation of the Ordinance shall be liable to the aggrieved tenant. A prevailing tenant in a civil action shall be awarded attorney's fees and costs.

Definitions:

Who is the "Landlord"?

The owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any rental unit or portion thereof, and the representative, agent, or successor of such owner, lessor, or sublessor.

Who is the "Tenant"?

The person entitled by rental agreement, sufferance, Code or State or federal law to the use or occupancy of any rental unit.

What is a "Rental Unit"?

Any dwelling unit as defined in California Civil Code Section 1940(c), including joint living and work quarters, located within the jurisdictional boundaries of the City of Pomona and used for human habitation in consideration of payment of rent, whether or not such use is legally permitted, including accessory dwelling units.

What are "Housing Services"?

Services that are connected with the use or occupancy of a rental unit such as utilities paid by the landlord, ordinary repairs or replacements, maintenance, elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking, and any other benefits, privileges, or facilities.

What is a "Notice of Termination"?

A written notice from a landlord to a tenant that is in the form required by State law to terminate a residential tenancy and upon which an unlawful detainer action to recover possession of the rental unit may be commenced. This includes, but is not limited to, three-day notices to pay rent or quit,

notices to perform or quit, no-fault just cause termination notices and all other termination notices permitted under state law.

What are “Alienable separate” rental units?

Housing units that can be bought and sold on their own, separate from any other dwelling unit on the property. Examples include a single-family home, condominium, or townhome that is individually titled and leased as its own unit.

What is an “Eligible” tenant?

A tenant who is eligible to receive a relocation assistance amount that depends on length of time in the unit and income.

What is a “Qualified” tenant?

A tenant who on the date of service of the written notice of termination: (1) is 62 years of age or older; (2) is handicapped as defined in Section 50072 of the California Health and Safety Code, or disabled as defined in Title 42 of the United States Code, Section 423; or (3) has one or more minor dependent children (as determined for federal income tax purposes).

Questions?

Please email us at RentStabilization@pomonaca.gov or call 909-620-3777. More information can also be found on our [website](#).

DISCLAIMER: These Frequently Asked Questions only relate to the City's Rent Stabilization and Eviction Control Ordinance. Other state or federal laws may apply. Property owners and their tenants are responsible for determining their own rights and obligations with respect to the rental of real property and should seek appropriate legal advice for questions.