



Quality Housing • Ethics • Professionalism

February 23, 2026



Via Electronic Mail Only

Mayor Snow and Members of the City Council
City of Lemon Grove
3232 Main Street
Lemon Grove, CA 91945

Re: Ordinance No. 472 – 120-Day Notice Requirement

Dear Mayor Snow and Councilmembers:

The California Apartment Association (CAA) represents thousands of rental housing providers throughout San Diego County, including within the City of Lemon Grove. We write to bring to your attention a conflict with state law present in a recent ordinance adopted by the City. On February 2, 2026, the City Council adopted Ordinance No. 472, which, among other things, includes a requirement that rental housing providers give 120 days' notice for no-fault just cause terminations of tenancy – doubling the 60-day period provided in state law¹. (Civ. Code, § 1946.1). This the City cannot do. We are confident the City did not intend to run afoul of state law, and we write in the spirit of cooperation to bring controlling legal authority to your attention so that this issue may be resolved without need of litigation.

California courts – including in several cases brought by CAA and its local chapters – have made clear that the timing of landlord-tenant notices is a matter of statewide concern fully occupied by the Legislature and not subject to local variation. In *Tri County Apartment Assn. v. City of Mountain View* (1987) 196 Cal.App.3d 1283, the Court of Appeal struck down a municipal ordinance that extended the notice period for rent increases beyond what state law required. The court held that the Civil Code establishes a comprehensive and “patterned approach” to landlord-tenant timelines and concluded:

“[T]he timing of landlord-tenant transactions is a matter of statewide concern not amenable to local variations.” (*Id.* at 1298.)

The holding in *Tri County* is not limited to rent increase notices. Subsequent cases have cited *Tri County* for the proposition that local governments cannot extend notice periods for terminations of tenancy, demonstrating that its rule applies beyond rent increases. (*See Roble*

¹ In circumstances where a tenant has resided in the dwelling for less than one-year, Civil Code § 1946.1(c) permits a 30-day notice of termination of tenancy. In such circumstances, where Ordinance 472 applies it would *quadruple* the state law requirement.

Vista Associates v. Bacon (2002) 97 Cal.App.4th 335, 340–341 (“The Ordinance does not specify the amount of notice that must be given to terminate a tenancy. Accordingly, the present case is readily distinguishable from *Tri County*.”); *San Francisco Apartment Assn. v. City and County of San Francisco* (2018) 20 Cal.App.5th 510, 521 (“[U]nlike the ordinances in *Tri County* and *Channing* and Civil Code section 1946.1, the Ordinance does not specify an amount of notice required to terminate a tenancy.”).) The court in *SFAA* explained that *Tri County* and its progeny establish that state law occupies the field of the timing of landlord-tenant transactions. (*Id.* at 519).

Indeed, courts have applied their reasoning to invalidate local laws that extend statutory termination timelines in other contexts, including eviction procedures and withdrawal notices. (See, e.g., *Channing Properties v. City of Berkeley* (1992) 11 Cal.App.4th 88; *SFAA v. City and County of San Francisco* (2024) 104 Cal.App.5th 1218.) The consistent rule is that municipalities may not lengthen or alter state-mandated notice periods governing the termination of tenancies.

CAA has recently and successfully litigated the precise issue presented by Ordinance 472’s 120-day notice requirement. In *California Apartment Association v. County of Los Angeles* (LASC Case No. 23STCP01114), CAA prevailed on summary judgment in its state-law preemption challenge to Los Angeles County’s COVID-19 Tenant Protections Resolution, which required landlords to provide a 30-day notice to pay rent or quit for certain rental debt, in conflict with the statutory unlawful detainer framework, which requires only three days’ notice in such cases. CAA also prevailed on summary judgment in the trial court in *California Apartment Association v. City of Pasadena* (LASC Case No. 22STC04376) with respect to its preemption challenge to provisions of a Pasadena ballot measure that are materially indistinguishable from the 120-day notice requirement of Ordinance 472. In that case, the court struck down provisions which required a minimum of 60 days’ notice for *all* no-fault termination notices – even if a tenant had resided in the dwelling for less than one year – and 180 days’ notice for owner move-in and withdrawal from the rental market terminations. On appeal, CAA also prevailed on an additional preemption challenge with respect to a requirement to serve a pre-termination notice to cure in the case of non-payment of rent, which the court found to necessarily extend the three days’ notice provided in state law, thereby procedurally impairing the state’s eviction framework. (*California Apartment Association v. City of Pasadena* (2025) 117 Cal.App.5th 187, reh’g denied (Jan. 8, 2026), review filed (Jan. 28, 2026) (petition for review concerns a separate issue not relevant here)).

Copies of the relevant rulings are attached.²

Ordinance 472’s 120-day notice requirement is plainly preempted for the reasons outlined above. In light of this clear authority, CAA calls upon the City to do both of the following:

1. Agendize an ordinance to repeal the 120-day notice requirement at the earliest opportunity; and
2. Make that repeal retroactive to the effective date of Ordinance No. 472.

CAA’s goal is simply to ensure that local regulations remain consistent with binding state law. CAA believes that neither the City nor its housing providers benefit from unnecessary

² Please note the state law preemption discussion in the *CAA v. Pasadena* ruling begins on page 27.

litigation, and we are confident this issue can be resolved promptly. If the City declines to take corrective action, however, CAA is prepared to pursue all appropriate legal remedies. We look forward to your prompt confirmation that corrective action will be scheduled.

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Sincerely,



Mallory Homewood
Staff Attorney
California Apartment Association