

OFFICE OF THE CITY ATTORNEY
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ORDINANCE NO. ORD-20-0007

AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF LONG BEACH AMENDING THE LONG BEACH
MUNICIPAL CODE BY ADDING CHAPTER 8.99,
RELATING TO JUST CAUSE FOR TERMINATION OF
TENANCIES AND DECLARING THE URGENCY THEREOF

WHEREAS, the California State Legislature adopted the Tenant Protection
Act of 2019 (the "Act"), and the Act became effective by its own terms as of January 1,
2020; and

WHEREAS, the Act provides certain tenants of residential real property with
just cause eviction protections under certain circumstances; and

WHEREAS, the Act 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 Section 1946.2; and

WHEREAS, the City Council desires to adopt an ordinance with just cause
termination of tenancy provisions that are more protective than Civil Code Section
1946.2;

NOW, THEREFORE, The City Council of the City of Long Beach ordains as
follows:

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Section 1. Chapter 8.99 is added to the Long Beach Municipal Code to read as follows:

Chapter 8.99

JUST CAUSE FOR TERMINATION OF TENANCIES

8.99.010 Findings and purpose.

(a) In accordance with California Civil Code Section 1946.2(g)(1)(B), the City Council finds that the provisions of this Chapter 8.99 regulating just cause terminations of tenancies are more protective than California Civil Code Section 1946.2 for the following reasons:

(1) The just cause for termination of a residential tenancy under this Chapter 8.99 is consistent with California Civil Code Section 1946.2.

(2) This Chapter 8.99 provides additional tenant protections that are not prohibited by any other provisions of applicable law.

8.99.020 Just cause termination of tenancy protections.

(a) Notwithstanding any other law, after a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy. If any additional adult tenants are added to the lease before an existing tenant has continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied:

(1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more.

(2) One or more tenants have continuously and lawfully

1 occupied the residential real property for 24 months or more.

2 (b) For purposes of this Chapter, "just cause" includes either of
3 the following:

4 (1) At-fault just cause, which is any of the following:

5 (A) Default in the payment of rent.

6 (B) A breach of a material term of the lease, as
7 described in paragraph (3) of Section 1161 of the California Code of Civil
8 Procedure, including, but not limited to, violation of a provision of the lease
9 after being issued a written notice to correct the violation.

10 (C) Maintaining, committing, or permitting the
11 maintenance or commission of a nuisance as described in paragraph (4) of
12 Section 1161 of the California Code of Civil Procedure.

13 (D) Committing waste as described in paragraph (4)
14 of Section 1161 of the California Code of Civil Procedure.

15 (E) The tenant had a written lease that terminated
16 on or after January 1, 2020, and after a written request or demand from the
17 owner, the tenant has refused to execute a written extension or renewal of
18 the lease for an additional term of similar duration with similar provisions,
19 provided that those terms do not violate this Chapter or any other provision
20 of law.

21 (F) Criminal activity by the tenant on the residential
22 real property, including any common areas, or any criminal activity or
23 criminal threat, as defined in subdivision (a) of Section 422 of the California
24 Penal Code, on or off the residential real property, that is directed at any
25 owner or agent of the owner of the residential real property.

26 (G) Assigning or subletting the premises in violation
27 of the tenant's lease, as described in paragraph (4) of Section 1161 of the
28 California Code of Civil Procedure.

1 (H) The tenant's refusal to allow the owner to enter
2 the residential real property as authorized by Sections 1101.5 and 1954 of
3 the California Civil Code, and Sections 13113.7 and 17926.1 of the
4 California Health and Safety Code.

5 (I) Using the premises for an unlawful purpose as
6 described in paragraph (4) of Section 1161 of the California Code of Civil
7 Procedure.

8 (J) The employee, agent, or licensee's failure to
9 vacate after their termination as an employee, agent, or a licensee as
10 described in paragraph (1) of Section 1161 of the California Code of Civil
11 Procedure.

12 (K) When the tenant fails to deliver possession of
13 the residential real property after providing the owner written notice as
14 provided in Section 1946 of the California Civil Code of the tenant's intention
15 to terminate the hiring of the real property, or makes a written offer to
16 surrender that is accepted in writing by the landlord, but fails to deliver
17 possession at the time specified in that written notice as described in
18 paragraph (5) of Section 1161 of the California Code of Civil Procedure.

19 (2) No-fault just cause, which includes any of the following:

20 (A) (i) Intent to occupy the residential real
21 property by the owner or their spouse, domestic partner, children,
22 grandchildren, parents, or grandparents.

23 (ii) For leases entered into on or after July 1,
24 2020, clause (i) shall apply only if the tenant agrees, in writing, to the
25 termination, or if a provision of the lease allows the owner to terminate the
26 lease if the owner, or their spouse, domestic partner, children,
27 grandchildren, parents, or grandparents, unilaterally decides to occupy the
28 residential real property. Addition of a provision allowing the owner to

1 terminate the lease as described in this clause to a new or renewed rental
2 agreement or fixed-term lease constitutes a similar provision for the
3 purposes of subparagraph (E) of paragraph (1).

4 (B) Withdrawal of the residential real property from
5 the rental market.

6 (C) (i) The owner complying with any of the
7 following:

8 (I) An order issued by a government
9 agency or court relating to habitability that necessitates vacating the
10 residential real property.

11 (II) An order issued by a government
12 agency or court to vacate the residential real property.

13 (III) A local ordinance that necessitates
14 vacating the residential real property.

15 (ii) If it is determined by any government
16 agency or court that the tenant is at fault for the condition or conditions
17 triggering the order or need to vacate under clause (i), the tenant shall not
18 be entitled to relocation assistance as outlined in paragraph (3) of
19 subdivision (d).

20 (D) (i) Intent to demolish or to substantially
21 remodel the residential real property.

22 (ii) For purposes of this subparagraph,
23 "substantially remodel" means the replacement or substantial modification of
24 any structural, electrical, plumbing, or mechanical system that requires a
25 permit from a governmental agency, or the abatement of hazardous
26 materials, including lead-based paint, mold, or asbestos, in accordance with
27 applicable federal, state, and local laws, that cannot be reasonably
28 accomplished in a safe manner with the tenant in place and that requires

1 the tenant to vacate the residential real property for at least 30 days.
2 Cosmetic improvements alone, including painting, decorating, and minor
3 repairs, or other work that can be performed safely without having the
4 residential real property vacated, do not qualify as substantial rehabilitation.

5 (c) Before an owner of residential real property issues a notice to
6 terminate a tenancy for just cause that is a curable lease violation, the
7 owner shall first give notice of the violation to the tenant with an opportunity
8 to cure the violation pursuant to paragraph (3) of Section 1161 of the
9 California Code of Civil Procedure. If the violation is not cured within the
10 time period set forth in the notice, a three-day notice to quit without an
11 opportunity to cure may thereafter be served to terminate the tenancy.

12 (d) All pending notices of termination issued on or after January 1,
13 2020 but before the effective date of this Chapter by a residential real
14 property owner for no-fault just cause described in subparagraph 2(D) of
15 subdivision (b) shall be null and void and of no force or effect. Before an
16 owner of residential real property issues a notice to terminate a tenancy for
17 no-fault just cause described in subparagraph 2(D) of subdivision (b), the
18 owner shall have obtained all necessary permits for the substantial remodel
19 from all applicable governmental agencies. All termination notices for no-
20 fault just cause described in subparagraph 2(D) of subdivision (b) shall
21 include a copy of all issued permits and include reasonably detailed
22 information regarding each of (i) the scope of the substantial remodeling
23 work, (ii) why it cannot be reasonably accomplished in a safe manner with
24 the tenant in place, and (iii) why it requires the tenant to vacate for at least
25 30 days.

26 (e) (1) For a tenancy for which just cause is required to
27 terminate the tenancy under subdivision (a), if an owner of residential real
28 property issues a termination notice based on a no-fault just cause

1 described in paragraph (2) of subdivision (b), the owner shall, regardless of
2 the tenant's income, at the owner's option, do one of the following:

3 (A) Assist the tenant to relocate by providing a direct
4 payment to the tenant as described in paragraph (3).

5 (B) Waive in writing the payment of rent for the final
6 month of the tenancy, prior to the rent becoming due.

7 (2) If an owner issues a notice to terminate a tenancy for
8 no-fault just cause, the owner shall notify the tenant of the tenant's right to
9 relocation assistance or rent waiver pursuant to this Chapter. If the owner
10 elects to waive the rent for the final month of the tenancy as provided in
11 subparagraph (B) of paragraph (1), the notice shall state the amount of rent
12 waived and that no rent is due for the final month of the tenancy.

13 (3) (A) The amount of relocation assistance or rent
14 waiver shall be equal to one month of the tenant's rent that was in effect
15 when the owner issued the notice to terminate the tenancy. Any relocation
16 assistance shall be provided within 15 calendar days of service of the
17 notice.

18 (B) If a tenant fails to vacate after the expiration of
19 the notice to terminate the tenancy, the actual amount of any relocation
20 assistance or rent waiver provided pursuant to this subdivision shall be
21 recoverable as damages in an action to recover possession.

22 (C) The relocation assistance or rent waiver required
23 by this subdivision shall be credited against any other relocation assistance
24 required by any other law.

25 (4) An owner's failure to strictly comply with this subdivision
26 shall render the notice of termination void.

27 (f) This Chapter shall not apply to the following types of
28 residential real properties or residential circumstances:

1 (1) Transient and tourist hotel occupancy as defined in
2 subdivision (b) of Section 1940 of the California Civil Code.

3 (2) Housing accommodations in a nonprofit hospital,
4 religious facility, extended care facility, licensed residential care facility for
5 the elderly, as defined in Section 1569.2 of the California Health and Safety
6 Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of
7 Title 22 of the Manual of Policies and Procedures published by the
8 California State Department of Social Services.

9 (3) Dormitories owned and operated by an institution of
10 higher education or a kindergarten and grades 1 to 12, inclusive, school.

11 (4) Housing accommodations in which the tenant shares
12 bathroom or kitchen facilities with the owner who maintains their principal
13 residence at the residential real property.

14 (5) Single-family owner-occupied residences, including a
15 residence in which the owner-occupant rents or leases no more than two
16 units or bedrooms, including, but not limited to, an accessory dwelling unit
17 or a junior accessory dwelling unit.

18 (6) A duplex in which the owner occupied one of the units
19 as the owner's principal place of residence at the beginning of the tenancy,
20 so long as the owner continues in occupancy.

21 (7) Housing that has been issued a certificate of occupancy
22 within the previous 15 years.

23 (8) Residential real property that is alienable separate from
24 the title to any other dwelling unit, provided that both of the following apply:

25 (A) The owner is not any of the following:

26 (i) A real estate investment trust, as defined
27 in Section 856 of the Internal Revenue Code.

28 (ii) A corporation.

1 (iii) A limited liability company in which at
2 least one member is a corporation.

3 (B) (i) The tenants have been provided written
4 notice that the residential property is exempt from this Chapter using the
5 following statement:

6 "This property is not subject to the rent limits imposed by
7 Section 1947.12 of the Civil Code and is not subject to the just cause
8 requirements of Section 1946.2 of the Civil Code. This property meets the
9 requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code
10 and the owner is not any of the following: (1) a real estate investment trust,
11 as defined by Section 856 of the Internal Revenue Code; (2) a corporation;
12 or (3) a limited liability company in which at least one member is a
13 corporation."

14 (ii) For a tenancy existing before July 1,
15 2020, the notice required under clause (i) may, but is not required to, be
16 provided in the rental agreement.

17 (iii) For any tenancy commenced or renewed
18 on or after July 1, 2020, the notice required under clause (i) must be
19 provided in the rental agreement.

20 (iv) Addition of a provision containing the
21 notice required under clause (i) to any new or renewed rental agreement or
22 fixed-term lease constitutes a similar provision for the purposes of
23 subparagraph (E) of paragraph (1) of subdivision (b).

24 (9) Housing restricted by deed, regulatory restriction
25 contained in an agreement with a government agency, or other recorded
26 document as affordable housing for persons and families of very low, low, or
27 moderate income, as defined in Section 50093 of the California Health and
28 Safety Code, or subject to an agreement that provides housing subsidies for

1 affordable housing for persons and families of very low, low, or moderate
2 income, as defined in Section 50093 of the California Health and Safety
3 Code or comparable federal statutes.

4 (g) An owner of residential real property subject to this Chapter
5 shall provide notice to the tenant as follows:

6 (1) For any tenancy commenced or renewed on or after
7 July 1, 2020, as an addendum to the lease or rental agreement, or as a
8 written notice signed by the tenant, with a copy provided to the tenant.

9 (2) For a tenancy existing prior to July 1, 2020, by written
10 notice to the tenant no later than August 1, 2020, or as an addendum to the
11 lease or rental agreement.

12 (3) The notification or lease provision shall be in no less
13 than 12-point type, and shall include the following:

14 "California law limits the amount your rent can be increased.
15 See Section 1947.12 of the Civil Code for more information. California law
16 also provides that after all of the tenants have continuously and lawfully
17 occupied the property for 12 months or more or at least one of the tenants
18 has continuously and lawfully occupied the property for 24 months or more,
19 a landlord must provide a statement of cause in any notice to terminate a
20 tenancy. See Section 1946.2 of the Civil Code for more information."

21 The provision of the notice shall be subject to Section 1632 of
22 the California Civil Code.

23 (h) Any waiver of the rights under this Chapter shall be void as
24 contrary to public policy.

25 (i) For the purposes of this Chapter, the following definitions shall
26 apply:

27 (1) "Owner" and "residential real property" have the same
28 meaning as those terms are defined in Section 1954.51 of the California

1 Civil Code.

2 (2) "Tenancy" means the lawful occupation of residential
3 real property and includes a lease or sublease.

4 (j) This Chapter shall remain in effect only until January 1, 2030,
5 and as of that date is repealed.

6
7 Section 2. This ordinance is an emergency ordinance duly adopted by
8 the City Council by a vote of five of its members and shall take effect at 12:00 a.m. on
9 February 18, 2020. The City Clerk shall certify to a separate roll call and vote on the
10 question of the emergency of this ordinance and to its passage by the vote of five
11 members of the City Council of the City of Long Beach, and cause the same to be posted
12 in three conspicuous places in the City of Long Beach.

13
14 Section 3. This ordinance shall also be adopted by the City Council as a
15 regular ordinance, to the end that in the event of any defect or invalidity in connection
16 with the adoption of this ordinance as an emergency ordinance, the same shall,
17 nevertheless, be and become effective on the thirty-first (31st) day after it is approved by
18 the Mayor. The City Clerk shall certify to the passage of this ordinance by the City
19 Council of the City of Long Beach and shall cause the same to be posted in three (3)
20 conspicuous places in the City of Long Beach.

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1 I hereby certify that on a separate roll call and vote which was taken by the
2 City Council of the City of Long Beach upon the question of emergency of this ordinance
3 at its meeting of February 18, 2020, the ordinance was declared to be an
4 emergency by the following vote:

5 Ayes: Councilmembers: Zendejas, Pearce, Price,
6 Supernaw, Mungo, Andrews,
7 Uranga, Austin.
8 Noes: Councilmembers: None.
9 _____
10 Absent: Councilmembers: Richardson,
11 _____
12 Recusal(s): Councilmembers: None.
13 _____

14 I further certify that thereafter, at the same meeting, upon a roll call and
15 vote on adoption of the ordinance, it was adopted by the City Council of the City of Long
16 Beach by the following vote:

17 Ayes: Councilmembers: Zendejas, Pearce, Price,
18 Supernaw, Mungo, Andrews,
19 Uranga, Austin.
20 Noes: Councilmembers: None.
21 _____
22 Absent: Councilmembers: Richardson.
23 _____
24 _____
25 Recusal(s): Councilmembers: None.
26 _____
27 _____
28 _____

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I further certify that the foregoing ordinance was thereafter adopted on final reading by the City Council of the City of Long Beach at its meeting of _____, 2020, by the following vote:

Ayes: Councilmembers: _____

Noes: Councilmembers: _____

Absent: Councilmembers: _____

Recusal(s): Councilmembers: _____

Clerk

Approved: _____
(Date)

Mayor

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AFFIDAVIT OF POSTING

STATE OF CALIFORNIA) ss
COUNTY OF LOS ANGELES)
CITY OF LONG BEACH)

Tamela Austin being duly sworn says: That I am employed in the Office of the City Clerk of the City of Long Beach; that on the 21st day of February, 2020, I posted three true and correct copies of Emergency Ordinance No. ORD-20-0007 in three conspicuous places in the City of Long Beach, to wit: One of said copies in the lobby of Civic Chambers; one of said copies in the Main Library; and one of said copies on the front counter of the Office of the City Clerk.

Tamela Austin

Subscribed and sworn to before me
This 21st day of February 2020.

M. De La Hoya
CITY CLERK