

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

ORDINANCE NO.

ORD-21 REVISED

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

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 previously adopted Long Beach Municipal
Code Chapter 8.99 with just cause termination of tenancy provisions that are more
protective than Civil Code Section 1946.2; and

WHEREAS, the City Council desires to amend certain provisions of Chapter
8.99 regarding no fault just cause termination of tenancies in connection with substantial
remodeling of residential units;

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

///
///
///

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, and in the case of a permit
20 issued by the City, such permit issuance will be conditioned upon the owner
21 providing a complete list of all tenants whose tenancies will be terminated in
22 connection with the permitted work. All termination notices for no-fault just
23 cause described in subparagraph 2(D) of subdivision (b) shall include a
24 copy of all issued permits and include reasonably detailed information
25 regarding each of (i) the scope of the substantial remodeling work, (ii) why it
26 cannot be reasonably accomplished in a safe manner with the tenant in
27 place, and (iii) why it requires the tenant to vacate for at least 30 days.

28 (e) (1) For a tenancy for which just cause is required to

1 terminate the tenancy under subdivision (a), if an owner of residential real
2 property issues a termination notice based on a no-fault just cause
3 described in paragraph (2) of subdivision (b), the owner shall, regardless of
4 the tenant's income, at the owner's option, do one of the following:

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

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

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

15 (3) (A) The amount of relocation assistance or rent
16 waiver shall be equal to (i) in the case of a termination notice under
17 subparagraph (2)(D) of subdivision (b), the greater of \$4,500 or two months
18 of the tenant's rent that was in effect when the owner issued the notice to
19 terminate the tenancy, or (ii) in the case of all other no-fault just cause
20 terminations, one month of the tenant's rent that was in effect when the
21 owner issued the notice to terminate the tenancy. Any relocation assistance
22 shall be provided within 15 calendar days of service of the notice.

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

27 (C) The relocation assistance or rent waiver required
28 by this subdivision shall be credited against any other relocation assistance

1 required by any other law.

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

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

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

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

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

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

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

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

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

28 (8) Residential real property that is alienable separate from

1 the title to any other dwelling unit, provided that both of the following apply:

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

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

5 (ii) A corporation.

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

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

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

19 (ii) For a tenancy existing before July 1,
20 2020, the notice required under clause (i) may, but is not required to, be
21 provided in the rental agreement.

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

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

1 (9) Housing restricted by deed, regulatory restriction
2 contained in an agreement with a government agency, or other recorded
3 document as affordable housing for persons and families of very low, low, or
4 moderate income, as defined in Section 50093 of the California Health and
5 Safety Code, or subject to an agreement that provides housing subsidies for
6 affordable housing for persons and families of very low, low, or moderate
7 income, as defined in Section 50093 of the California Health and Safety
8 Code or comparable federal statutes.

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

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

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

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

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

26 The provision of the notice shall be subject to Section 1632 of
27 the California Civil Code.

28 (h) Any waiver of the rights under this Chapter shall be void as

1 contrary to public policy.

2 (i) Any owner of residential real property who intentionally
3 violates this Chapter when issuing an invalid termination notice pursuant to
4 subparagraph 2(D) of subdivision (b), shall be liable in a civil action to the
5 tenant for a civil penalty in an amount of up to fifteen thousand dollars
6 (\$15,000), and/or reasonable attorney's fees and costs, each as determined
7 by the court. A tenant may enforce the provisions of this subdivision (i) by
8 means of a civil action.

9 (j) For the purposes of this Chapter, the following definitions shall
10 apply:

11 (1) "Owner" and "residential real property" have the same
12 meaning as those terms are defined in Section 1954.51 of the California
13 Civil Code.

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

16 (k) This Chapter shall remain in effect only until January 1, 2030,
17 and as of that date is repealed.

18
19 Section 2. This ordinance shall be and become effective on the thirty-first
20 (31st) day after it is approved by the Mayor. The City Clerk shall certify to the passage of
21 this ordinance by the City Council of the City of Long Beach and shall cause the same to
22 be posted in three (3) conspicuous places in the City of Long Beach.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I certify that upon a roll call and vote on adoption of the ordinance, it was adopted by the City Council of the City of Long Beach by the following vote:

Ayes: Councilmembers: _____

Noes: Councilmembers: _____

Absent: Councilmembers: _____

Recusal(s): Councilmembers: _____

///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///
///

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 _____, 2022, by the following vote:

Ayes: Councilmembers: _____

Noes: Councilmembers: _____

Absent: Councilmembers: _____

Recusal(s): Councilmembers: _____

Clerk

Approved: _____
(Date)

Mayor