



OFFICE OF THE CITY ATTORNEY
Long Beach, California

ORD-25

CHARLES PARKIN
City Attorney

MICHAEL J. MAIS
Assistant City Attorney

February 8, 2022

HONORABLE MAYOR AND CITY COUNCIL
City of Long Beach
California

RECOMMENDATION:

- (1) Recommendation to declare ordinance amending the Long Beach Municipal Code by amending and restating Chapter 8.99, relating to just cause for termination of tenancies and declaring the urgency thereof, read the first time and laid over to the next regular meeting of the City Council for final reading. (Citywide)
- (2) Recommendation to declare ordinance amending the Long Beach Municipal Code by amending and restating Chapter 8.102, relating to a temporary prohibition on termination of tenancies relating to substantial remodeling and declaring the urgency thereof, read the first time and laid over to the next regular meeting of the City Council for final reading. (Citywide)

DISCUSSION

Pursuant to your request on December 7, 2021, the referenced ordinances have been prepared and are submitted for your consideration.

SUGGESTED ACTION:

Approve recommendation.

Very truly yours,

CHARLES PARKIN, City Attorney

By

RICHARD F. ANTHONY
Deputy City Attorney

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ORDINANCE NO.

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, DECLARING THE URGENCY THEREOF; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY

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 Section 1. Chapter 8.99 of the Long Beach Municipal Code is amended
2 and restated to read as follows:

3 Chapter 8.99

4 JUST CAUSE FOR TERMINATION OF TENANCIES

5
6 8.99.010 Findings and purpose.

7 (a) In accordance with California Civil Code Section
8 1946.2(g)(1)(B), the City Council finds that the provisions of this Chapter
9 8.99 regulating just cause terminations of tenancies are more protective
10 than California Civil Code Section 1946.2 for the following reasons:

11 (1) The just cause for termination of a residential tenancy
12 under this Chapter 8.99 is consistent with California Civil Code Section
13 1946.2.

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

16
17 8.99.020 Just cause termination of tenancy protections.

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

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

28 (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, 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

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required by any other law.

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

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

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

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

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

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

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

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

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

(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

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contrary to public policy.

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

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

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

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

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

Section 2. This ordinance is an emergency ordinance duly adopted by the City Council by a vote of five of its members and shall take effect at 12:00 a.m. on February 9, 2022. The City Clerk shall certify to a separate roll call and vote on the question of the emergency of this ordinance and to its passage by the vote of five members of the City Council of the City of Long Beach, and cause the same to be posted in three conspicuous places in the City of Long Beach.

Section 3. This ordinance shall also be adopted by the City Council as a regular ordinance, to the end that in the event of any defect or invalidity in connection with the adoption of this ordinance as an emergency ordinance, the same shall,

1 nevertheless, be and become effective on the thirty-first (31st) day after it is approved by
2 the Mayor. The City Clerk shall certify to the passage of this ordinance by the City
3 Council of the City of Long Beach and shall cause the same to be posted in three (3)
4 conspicuous places in the City of Long Beach.

5

6 I hereby certify that on a separate roll call and vote which was taken by the
7 City Council of the City of Long Beach upon the question of emergency of this ordinance
8 at its meeting of _____, 2022, the ordinance was declared to be an
9 emergency by the following vote:

10

11 Ayes: Councilmembers: _____

12 _____

13 _____

14 Noes: Councilmembers: _____

15 _____

16 Absent: Councilmembers: _____

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18 Recusal(s): Councilmembers: _____

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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 _____, 2022, by the following vote:

Ayes: Councilmembers: _____

Noes: Councilmembers: _____

Absent: Councilmembers: _____

Recusal(s): Councilmembers: _____

Clerk

Approved: _____
(Date)

Mayor

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ORDINANCE NO.

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, DECLARING THE URGENCY THEREOF; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY

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 Section 1. Chapter 8.99 of the Long Beach Municipal Code is amended
2 and restated to read as follows:

3 Chapter 8.99

4 JUST CAUSE FOR TERMINATION OF TENANCIES

5
6 8.99.010 Findings and purpose.

7 (a) In accordance with California Civil Code Section
8 1946.2(g)(1)(B), the City Council finds that the provisions of this Chapter
9 8.99 regulating just cause terminations of tenancies are more protective
10 than California Civil Code Section 1946.2 for the following reasons:

11 (1) The just cause for termination of a residential tenancy
12 under this Chapter 8.99 is consistent with California Civil Code Section
13 1946.2.

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

16
17 8.99.020 Just cause termination of tenancy protections.

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

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

28 (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, 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

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required by any other law.

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

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

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

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

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

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

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

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

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

(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 (kj) 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 is an emergency ordinance duly adopted by
20 the City Council by a vote of five of its members and shall take effect at 12:00 a.m. on
21 February 9, 2022. The City Clerk shall certify to a separate roll call and vote on the
22 question of the emergency of this ordinance and to its passage by the vote of five
23 members of the City Council of the City of Long Beach, and cause the same to be posted
24 in three conspicuous places in the City of Long Beach.

25
26 Section 3. This ordinance shall also be adopted by the City Council as a
27 regular ordinance, to the end that in the event of any defect or invalidity in connection
28 with the adoption of this ordinance as an emergency ordinance, the same shall,

1 nevertheless, be and become effective on the thirty-first (31st) day after it is approved by
2 the Mayor. The City Clerk shall certify to the passage of this ordinance by the City
3 Council of the City of Long Beach and shall cause the same to be posted in three (3)
4 conspicuous places in the City of Long Beach.

5

6 I hereby certify that on a separate roll call and vote which was taken by the
7 City Council of the City of Long Beach upon the question of emergency of this ordinance
8 at its meeting of _____, 2022, the ordinance was declared to be an
9 emergency by the following vote:

10 Ayes: Councilmembers: _____

11 _____

12 _____

13 Noes: Councilmembers: _____

14 _____

15 Absent: Councilmembers: _____

16 _____

17 Recusal(s): Councilmembers: _____

18 _____

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

22 Ayes: Councilmembers: _____

23 _____

24 _____

25 Noes: Councilmembers: _____

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27 Absent: Councilmembers: _____

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Recusal(s): Councilmembers: _____

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

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ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AMENDING THE LONG BEACH MUNICIPAL CODE BY AMENDING AND RESTATING CHAPTER 8.102 TO TERMINATE THE PROHIBITION ON TERMINATION OF CERTAIN LAWFUL RESIDENTIAL TENANCIES, EFFECTIVE AS OF FEBRUARY 9, 2022; DECLARING THE URGENCY THEREOF; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY

WHEREAS, on July 13, 2021, the City Council approved an Ordinance establishing a temporary prohibition on substantial remodel lease termination notices and evictions, which such prohibition lasts through December 31, 2021; and

WHEREAS, on December 7, 2021, the City Council approved an Ordinance extending the aforementioned temporary prohibition through February 28, 2022; and

WHEREAS, the City Council will be adopting changes to Section 8.99 of the Long Beach Municipal Code governing just cause lease terminations and evictions, including substantial remodel lease terminations and evictions; and

WHEREAS, the aforementioned temporary prohibition should be terminated effective as of the same date that the changes to Section 8.99 of the Code are adopted by the City Council, which is anticipated to be February 1, 2022;

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

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1 Section 1. Chapter 8.102 of the Long Beach Municipal Code is hereby
2 amended and restated to read as follows:

3 Chapter 8.102

4 TEMPORARY PROHIBITION OF DEMOLITION AND SUBSTANTIAL NO-FAULT
5 NOTICES AND EVICTIONS

6
7 8.102.010 Purpose.

8 On July 6, 2021, the Long Beach City Council directed the City
9 Manager to undertake a study and prepare a report exploring the feasibility
10 of, and costs associated with, establishing a renovation administration
11 program in the City to ensure landlords can invest in renovation work
12 without subjecting tenants to either untenable housing conditions during
13 renovation work or the forced permanent displacement of the tenant due to
14 said renovation work. In advance of the presentation of the report to the
15 Council and potential action taken by the Council as a result thereof, this
16 Chapter will temporarily prohibit no-fault notices and evictions based on
17 certain demolition or substantial remodel permits through February 8, 2022.

18
19 8.102.020 Definitions.

20 The following words and phrases, whenever used in this
21 Chapter, shall be construed as defined in this Section:

22 A. Owner. The term “owner” is any person, acting as principal or
23 through an agent, offering residential real property for rent, and includes a
24 predecessor in interest to the owner.

25 B. Residential rental property. The term “residential rental
26 property” is any dwelling or unit that is intended or used for human
27 habitation and which is offered or is currently being utilized for rental
28 purposes.

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8.102.030 Prohibition on no fault demolition and/or substantial remodel notices and evictions.

Through February 8, 2022, the owner of residential rental property shall not issue a notice to terminate a lawful tenancy, or otherwise move to terminate a lawful tenancy, based upon: (i) a permit issued by the City of Long Beach on or after July 6, 2021; and (ii) otherwise on the authority provided by Section 8.99.020(b)(2)(D) of the Long Beach Municipal Code, unless the termination is required to comply with an order issued by a government agency or court requiring that the residential rental real property be vacated; or to comport with due process, federal, or state law, which situation or circumstance shall be stated with particularity in the written notice of termination of tenancy. This Chapter may be asserted as an affirmative defense by a tenant in any unlawful detainer action brought by an Owner against a tenant. Any notice issued in violation of this Chapter shall be null and void. This Chapter shall not apply to any termination notices issued on or after February 9, 2022.

8.102.040 Severability.

If any provision of this Chapter is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this Chapter which can be implemented without the invalid provisions, and to this end, the provisions of this Chapter are declared to be severable. The City Council hereby declares that it would have adopted this Chapter and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

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1 Section 2. Pursuant to Section 211 of the City Charter, the City Council
2 hereby finds that the ongoing statewide housing crisis and displacement of low-income
3 and other vulnerable populations constitutes an emergency requiring immediate action in
4 order to protect the public health and safety. Therefore, this ordinance is an emergency
5 ordinance duly adopted by the City Council by a vote of five of its members and shall take
6 effect on February 9, 2022. The City Clerk shall certify to a separate roll call and vote on
7 the question of the emergency of this ordinance and to its passage by the vote of five
8 members of the City Council of the City of Long Beach, and cause the same to be posted
9 in three conspicuous places in the City of Long Beach.

10
11 Section 3. This ordinance shall also be adopted by the City Council as a
12 regular ordinance, to the end that in the event of any defect or invalidity in connection
13 with the adoption of this ordinance as an emergency ordinance, the same shall,
14 nevertheless, be and become effective on the thirty-first (31st) day after it is approved by
15 the Mayor. The City Clerk shall certify to the passage of this ordinance by the City
16 Council of the City of Long Beach and shall cause the same to be posted in three (3)
17 conspicuous places in the City of Long Beach.

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I hereby certify that on a separate roll call and vote which was taken by the City Council of the City of Long Beach upon the question of emergency of this ordinance at its meeting of _____, 2022, the ordinance was declared to be an emergency by the following vote:

Ayes: Councilmembers: _____

Noes: Councilmembers: _____

Absent: Councilmembers: _____

Recusal(s): Councilmember: _____

I further certify that thereafter, at the same meeting, 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: _____

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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 _____, 2022, by the following vote:

Ayes: Councilmembers: _____

Noes: Councilmembers: _____

Absent: Councilmembers: _____

Recusal(s): Councilmember: _____

Clerk

Approved: _____
(Date)

Mayor

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ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LONG BEACH AMENDING THE LONG BEACH MUNICIPAL CODE BY AMENDING AND RESTATING CHAPTER 8.102 TO TERMINATE THE PROHIBITION ON TERMINATION OF CERTAIN LAWFUL RESIDENTIAL TENANCIES, EFFECTIVE AS OF FEBRUARY 9, 2022; DECLARING THE URGENCY THEREOF; AND DECLARING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY

WHEREAS, on July 13, 2021, the City Council approved an Ordinance establishing a temporary prohibition on substantial remodel lease termination notices and evictions, which such prohibition lasts through December 31, 2021; and

WHEREAS, on December 7, 2021, the City Council approved an Ordinance extending the aforementioned temporary prohibition through February 28, 2022; and

WHEREAS, the City Council will be adopting changes to Section 8.99 of the Long Beach Municipal Code governing just cause lease terminations and evictions, including substantial remodel lease terminations and evictions; and

WHEREAS, the aforementioned temporary prohibition should be terminated effective as of the same date that the changes to Section 8.99 of the Code are adopted by the City Council, which is anticipated to be February 1, 2022;

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

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1 Section 1. Chapter 8.102 of the Long Beach Municipal Code is hereby
2 amended and restated to read as follows:

3 Chapter 8.102

4 TEMPORARY PROHIBITION OF DEMOLITION AND SUBSTANTIAL NO-FAULT
5 NOTICES AND EVICTIONS
6

7 8.102.010 Purpose.

8 On July 6, 2021, the Long Beach City Council directed the City
9 Manager to undertake a study and prepare a report exploring the feasibility
10 of, and costs associated with, establishing a renovation administration
11 program in the City to ensure landlords can invest in renovation work
12 without subjecting tenants to either untenable housing conditions during
13 renovation work or the forced permanent displacement of the tenant due to
14 said renovation work. In advance of the presentation of the report to the
15 Council and potential action taken by the Council as a result thereof, this
16 Chapter will temporarily prohibit no-fault notices and evictions based on
17 certain demolition or substantial remodel permits through February ~~828~~,
18 2022.

19
20 8.102.020 Definitions.

21 The following words and phrases, whenever used in this
22 Chapter, shall be construed as defined in this Section:

23 A. Owner. The term "owner" is any person, acting as principal or
24 through an agent, offering residential real property for rent, and includes a
25 predecessor in interest to the owner.

26 B. Residential rental property. The term "residential rental
27 property" is any dwelling or unit that is intended or used for human
28 habitation and which is offered or is currently being utilized for rental

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purposes.

8.102.030 Prohibition on no fault demolition and/or substantial remodel notices and evictions.

Through February ~~828~~, 2022, the owner of residential rental property shall not issue a notice to terminate a lawful tenancy, or otherwise move to terminate a lawful tenancy, based upon: (i) a permit issued by the City of Long Beach on or after July 6, 2021; and (ii) otherwise on the authority provided by Section 8.99.020(b)(2)(D) of the Long Beach Municipal Code, unless the termination is required to comply with an order issued by a government agency or court requiring that the residential rental real property be vacated; or to comport with due process, federal, or state law, which situation or circumstance shall be stated with particularity in the written notice of termination of tenancy. This Chapter may be asserted as an affirmative defense by a tenant in any unlawful detainer action brought by an Owner against a tenant. Any notice issued in violation of this Chapter shall be null and void. This Chapter shall not apply to any termination notices issued on or after February 9, 2022.

8.102.040 Severability.

If any provision of this Chapter is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this Chapter which can be implemented without the invalid provisions, and to this end, the provisions of this Chapter are declared to be severable. The City Council hereby declares that it would have adopted this Chapter and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

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Section 2. The City Clerk shall certify to the passage of this ordinance by the City Council of the City of Long Beach and shall cause the same to be posted in three conspicuous places in the City of Long Beach.

Section 3. Pursuant to Section 211 of the City Charter, the City Council hereby finds that the ongoing statewide housing crisis and displacement of low-income and other vulnerable populations constitutes an emergency requiring immediate action in order to protect the public health and safety. Therefore, this ordinance is an emergency ordinance duly adopted by the City Council by a vote of five of its members and shall take effect on December 7, 2021. The City Clerk shall certify to a separate roll call and vote on the question of the emergency of this ordinance and to its passage by the vote of five members of the City Council of the City of Long Beach, and cause the same to be posted in three conspicuous places in the City of Long Beach.

Section 4. This ordinance shall also be adopted by the City Council as a regular ordinance, to the end that in the event of any defect or invalidity in connection with the adoption of this ordinance as an emergency ordinance, the same shall, nevertheless, be and become effective on the thirty-first (31st) day after it is approved by the Mayor. The City Clerk shall certify to the passage of this ordinance by the City Council of the City of Long Beach and shall cause the same to be posted in three (3) conspicuous places in the City of Long Beach.

I hereby certify that on a separate roll call and vote which was taken by the City Council of the City of Long Beach upon the question of emergency of this ordinance at its meeting of _____, 2022, the ordinance was declared to be an emergency by the following vote:

Ayes: Councilmembers: _____

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Noes: Councilmembers:

Absent: Councilmembers:

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I further certify that thereafter, at the same meeting, 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:

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~~1~~⁴, by the following vote:

Ayes: Councilmembers:

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

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Noes: Councilmembers: _____

Absent: Councilmembers: _____

Clerk

Approved: _____
(Date)

Mayor