



OFFICE OF THE CITY ATTORNEY  
Long Beach, California

**ORD-23**

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February 18, 2020

HONORABLE MAYOR AND CITY COUNCIL  
City of Long Beach  
California

RECOMMENDATION:

Recommendation to declare ordinance amending the Long Beach Municipal Code by adding 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)

DISCUSSION

Pursuant to your request on February 11, 2020, this ordinance is attached hereto as Exhibit "A" and is submitted for your consideration. The ordinance is based upon the provisions of California Civil Code Section 1946.2, which was added by AB 1482, commonly known as the Tenant Protection Act of 2019. A "redline" version of the proposed ordinance is attached as Exhibit "B", showing exactly how the proposed ordinance differs from the Tenant Protection Act.

SUGGESTED ACTION:

Approve recommendation.

Very truly yours,

CHARLES PARKIN, City Attorney

By

RICHARD F. ANTHONY  
Deputy City Attorney

# EXHIBIT "A"

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

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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 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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///

1 Section 1. Chapter 8.99 is added to the Long Beach Municipal Code to  
2 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. 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 \_\_\_\_\_, 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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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 \_\_\_\_\_, 2020, the ordinance was declared to be an emergency by the following vote:

Ayes:	Councilmembers:	_____
		_____
		_____
Noes:	Councilmembers:	_____
		_____
Absent:	Councilmembers:	_____
		_____
Recusal(s):	Councilmembers:	_____
		_____

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:	_____
		_____

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

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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

# EXHIBIT “B”



1 ORDINANCE NO.

2  
3 AN ORDINANCE OF THE CITY COUNCIL OF THE  
4 CITY OF LONG BEACH AMENDING THE LONG BEACH  
5 MUNICIPAL CODE BY ADDING CHAPTER 8.99,  
6 RELATING TO JUST CAUSE FOR TERMINATION OF  
7 TENANCIES AND DECLARING THE URGENCY THEREOF  
8

9 WHEREAS, the California State Legislature adopted the Tenant Protection  
10 Act of 2019 (the "Act"), and the Act became effective by its own terms as of January 1,  
11 2020; and

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

14 WHEREAS, the Act provides that a local ordinance adopted after  
15 September 1, 2019 requiring just cause for termination of a residential tenancy shall  
16 supersede California Civil Code Section 1946.2 only if the ordinance is "more protective"  
17 than Section 1946.2; and

18 WHEREAS, the City Council desires to adopt an ordinance with just cause  
19 termination of tenancy provisions that are more protective than Civil Code Section  
20 1946.2;

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

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27 ///  
28 ///

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

1                   Section 1. Chapter 8.99 is added to the Long Beach Municipal Code to  
2 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 SectionChapter, "just cause" includes  
3 either of 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 Section-Chapter or any other  
20 provision 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 ~~this code~~ 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 (ed) (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 ~~Section~~Chapter. If the  
10 owner elects to waive the rent for the final month of the tenancy as provided  
11 in subparagraph (B) of paragraph (1), the notice shall state the amount of  
12 rent 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 (fe) This ~~Section~~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 ~~Section~~ Chapter  
5 using the 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 (gf) An owner of residential real property subject to this Section  
5 Chapter 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 ~~.(g) — (1) — This section does not apply to the following residential real~~  
24 ~~property:~~

25 ~~(A) — Residential real property subject to a local ordinance~~  
26 ~~requiring just cause for termination of a residential tenancy adopted~~  
27 ~~on or before September 1, 2019, in which case the local ordinance~~  
28 ~~shall apply.~~

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~~(B) Residential real property subject to a local ordinance requiring just cause for termination of a residential tenancy adopted or amended after September 1, 2019, that is more protective than this section, in which case the local ordinance shall apply. For purposes of this subparagraph, an ordinance is “more protective” if it meets all of the following criteria:~~

~~(i) The just cause for termination of a residential tenancy under the local ordinance is consistent with this section.~~

~~(ii) The ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections that are not prohibited by any other provision of law.~~

~~(iii) The local government has made a binding finding within their local ordinance that the ordinance is more protective than the provisions of this section.~~

~~(2) A residential real property shall not be subject to both a local ordinance requiring just cause for termination of a residential tenancy and this section.~~

~~(3) A local ordinance adopted after September 1, 2019, that is less protective than this section shall not be enforced unless this section is repealed.~~

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

(i) For the purposes of this ~~Section~~ 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.

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

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

5  
6 Section 2. This ordinance is an emergency ordinance duly adopted by  
7 the City Council by a vote of five of its members and shall take effect at 12:00 a.m. on  
8 \_\_\_\_\_, 2020. The City Clerk shall certify to a separate roll call and vote on the  
9 question of the emergency of this ordinance and to its passage by the vote of five  
10 members of the City Council of the City of Long Beach, and cause the same to be posted  
11 in three conspicuous places in the City of Long Beach.

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

20  
21 I hereby certify that on a separate roll call and vote which was taken by the  
22 City Council of the City of Long Beach upon the question of emergency of this ordinance  
23 at its meeting of \_\_\_\_\_, 2020, the ordinance was declared to be an  
24 emergency by the following vote:

25 Ayes: Councilmembers: \_\_\_\_\_

26 \_\_\_\_\_

27 \_\_\_\_\_

28 Noes: Councilmembers: \_\_\_\_\_

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Absent: Councilmembers:

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Recusal(s): 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:

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Noes: Councilmembers:

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Absent: Councilmembers:

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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 \_\_\_\_\_, 2020, by the following vote:

Ayes: Councilmembers:

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Noes: Councilmembers:

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

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Absent: Councilmembers:

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Clerk

Approved: \_\_\_\_\_  
(Date)

\_\_\_\_\_

Mayor