ORDINANCE NO. ORD-22-0006

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

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

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

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

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

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

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

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

Chapter 8.99

JUST CAUSE FOR TERMINATION OF TENANCIÉS

8.99.010 Findings and purpose.

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

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

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

8.99.020 Just cause termination of tenancy protections.

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

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

2. One or more tenants have continuously and lawfully
occupied the residential real property for 24 months or more.

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

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

(A) Default in the payment of rent.

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

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

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

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

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

(G) Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.
(H) The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.

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

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

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

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

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

(ii) For leases entered into on or after July 1, 2020, clause (i) shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property. Addition of a provision allowing the owner to
terminate the lease as described in this clause to a new or renewed rental
agreement or fixed-term lease constitutes a similar provision for the
purposes of subparagraph (E) of paragraph (1).

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

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

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

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

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

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

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

   (ii) For purposes of this subparagraph,
"substantially remodel" means the replacement or substantial modification of
any structural, electrical, plumbing, or mechanical system that requires a
permit from a governmental agency, or the abatement of hazardous
materials, including lead-based paint, mold, or asbestos, in accordance with
applicable federal, state, and local laws, that cannot be reasonably
accomplished in a safe manner with the tenant in place and that requires
the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

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

(d) All pending notices of termination issued on or after January 1, 2020 but before the effective date of this Chapter by a residential real property owner for no-fault just cause described in subparagraph 2(D) of subdivision (b) shall be null and void and of no force or effect. Before an owner of residential real property issues a notice to terminate a tenancy for no-fault just cause described in subparagraph 2(D) of subdivision (b), the owner shall have obtained all necessary permits for the substantial remodel from all applicable governmental agencies, and in the case of a permit issued by the City, such permit issuance will be conditioned upon the owner providing a complete list of all tenants whose tenancies will be terminated in connection with the permitted work. All termination notices for no-fault just cause described in subparagraph 2(D) of subdivision (b) shall include a copy of all issued permits and include reasonably detailed information regarding each of (i) the scope of the substantial remodeling work, (ii) why it cannot be reasonably accomplished in a safe manner with the tenant in place, and (iii) why it requires the tenant to vacate for at least 30 days.

(e) (1) For a tenancy for which just cause is required to
terminate the tenancy under subdivision (a), if an owner of residential real
property issues a termination notice based on a no-fault just cause
described in paragraph (2) of subdivision (b), the owner shall, regardless of
the tenant’s income, at the owner’s option, do one of the following:

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

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

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

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

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

(C) The relocation assistance or rent waiver required
by this subdivision shall be credited against any other relocation assistance
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
the title to any other dwelling unit, provided that both of the following apply:

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

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

   (ii) A corporation.

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

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

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

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

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

   (iv) Addition of a provision containing the notice required under clause (i) to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of subparagraph (E) of paragraph (1) of subdivision (b).
(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

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

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

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

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

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

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

(h) Any waiver of the rights under this Chapter shall be void as
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 shall 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 certify that upon a roll call and vote on adoption of the ordinance, it was adopted by the City Council of the City of Long Beach by the following vote:

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<thead>
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<th>Ayes:</th>
<th>Councilmembers:</th>
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<td>Zendelas, Allen, Price, Supernaw, Mungo, Saro, Uranga, Austin, Richardson.</td>
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<th>Recusal(s):</th>
<th>Councilmembers:</th>
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<td>None.</td>
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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 February 15, 2022, by the following vote:

Ayes: Councilmembers: Zendejas, Allen, Price, Supernaw,
Mungo, Saro, Uranga, Austin,
Richardson.

Noes: Councilmembers: None.

Absent: Councilmembers: None.

Recusal(s): Councilmembers: None.

Approved: 2/22/22 (Date)

Clerk

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

Tamela Austin being duly sworn says: That I am employed in the Office of the City Clerk of the City of Long Beach; that on the 17th day of February, 2022, I posted three true and correct copies of ORD-22-0006 in three conspicuous places in the City of Long Beach, to wit: One of said copies in the lobby of Civic Chambers; one of said copies in the Main Library; and one of said copies on the front counter of the Office of the City Clerk.

Subscribed and sworn to before me
This 17th day of February 2022.

CITY CLERK