

ORDINANCE NO. ORD-24-0011

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") amending Section 1946.2 of the California Civil Code, among other things, 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 previously amended and restated Chapter 8.99 to strengthen tenant protections in connection with substantial remodeling of residential units; and

WHEREAS, the California State Legislature recently adopted SB 567 which amended and restated the Act and provided for additional tenant protections, some of which are not included in Chapter 8.99; and

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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” means either of the following:

(1) At-fault just cause, which means 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, or January 1, 2022, if the lease is for a tenancy in a mobile home, 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

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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 means any of the following:

(A) (i) Intent to occupy the residential real property by the owner or the owner’s spouse, domestic partner, children, grandchildren, parents, or grandparents for a minimum of 12 continuous months as that person’s primary residence.

(ii) For leases entered into on or after July 1,

1 2020, or July 1, 2022, if the lease is for a tenancy in a mobile home, clause
2 (i) shall apply only if the tenant agrees, in writing, to the termination, or if a
3 provision of the lease allows the owner to terminate the lease if the owner,
4 or the owner's spouse, domestic partner, children, grandchildren, parents,
5 or grandparents, unilaterally decides to occupy the residential real property.
6 Addition of a provision allowing the owner to terminate the lease as
7 described in this clause to a new or renewed rental agreement or fixed-term
8 lease constitutes a similar provision for the purposes of subparagraph (E) of
9 paragraph (1).

10 (iii) This subparagraph does not apply if the
11 intended occupant occupies a rental unit on the property or if a vacancy of a
12 similar unit already exists at the property.

13 (iv) The written notice terminating a tenancy
14 for a just cause pursuant to this subparagraph shall contain the name or
15 names and relationship to the owner of the intended occupant. The written
16 notice shall additionally include notification that the tenant may request
17 proof that the intended occupant is an owner or related to the owner as
18 defined in subclause (II) of clause (viii). The proof shall be provided upon
19 request and may include an operating agreement and other non-public
20 documents.

21 (v) Clause (i) applies only if the intended
22 occupant moves into the rental unit within 90 days after the tenant vacates
23 and occupies the rental unit as a primary residence for at least 12
24 consecutive months.

25 (vi) (I) If the intended occupant fails to
26 occupy the rental unit within 90 days after the tenant vacates or fails to
27 occupy the rental unit as their primary residence for at least 12 consecutive
28 months, the owner shall offer the unit to the tenant who vacated it at the

1 same rent and lease terms in effect at the time the tenant vacated and shall
2 reimburse the tenant for reasonable moving expenses incurred in excess of
3 any relocation assistance that was paid to the tenant in connection with the
4 written notice.

5 (II) If the intended occupant moves
6 into the rental unit within 90 days after the tenant vacates, but dies before
7 having occupied the rental unit as a primary residence for 12 months, as
8 required by clause (v), this will not be considered a failure to comply with
9 this section or a material violation of this section by the owner as provided in
10 subdivision (h).

11 (vii) For a new tenancy commenced during the
12 time periods described in clause (v), the accommodations shall be offered
13 and rented or leased at the lawful rent in effect at the time any notice of
14 termination of tenancy is served.

15 (viii) As used in this subparagraph:

16 (I) "Intended occupant" means the
17 owner of the residential real property or the owner's spouse, domestic
18 partner, child, grandchild, parent, or grandparent, as described in clause (i).

19 (II) "Owner" means any of the
20 following:

21 (ia) An owner who is a natural
22 person that has at least a 25-percent recorded ownership interest in the
23 property.

24 (ib) An owner who is a natural
25 person who has any recorded ownership interest in the property if 100
26 percent of the recorded ownership is divided among owners who are related
27 to each other as sibling, spouse, domestic partner, child, parent,
28 grandparent, or grandchild.

1 (ic) An owner who is a natural
2 person whose recorded interest in the property is owned through a limited
3 liability company or partnership.

4 (III) For purposes of subclause (II),
5 “natural person” includes any of the following:

6 (ia) A natural person who is a
7 settlor or beneficiary of a family trust.

8 (ib) If the property is owned by a
9 limited liability company or partnership, a natural person who is a beneficial
10 owner with at least a 25-percent ownership interest in the property.

11 (IV) “Family trust” means a revocable
12 living trust or irrevocable trust in which the settlors and beneficiaries of the
13 trust are persons who are related to each other as sibling, spouse, domestic
14 partner, child, parent, grandparent, or grandchild.

15 (V) “Beneficial owner” means a natural
16 person or family trust for whom, directly or indirectly and through any
17 contract arrangement, understanding, relationship, or otherwise, and any of
18 the following applies:

19 (ia) The natural person
20 exercises substantial control over a partnership or limited liability company.

21 (ib) The natural person owns 25
22 percent or more of the equity interest of a partnership or limited liability
23 company.

24 (ic) The natural person receives
25 substantial economic benefits from the assets of a partnership.

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

28 (C) (i) The owner complying with any of the

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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 (e).

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

(ii) For purposes of this subparagraph, “substantially remodel” means either of the following that cannot be reasonably accomplished in a safe manner that allows the tenant to remain living in the place and that requires the tenant to vacate the residential real property for at least 30 consecutive days:

(I) the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency.

(II) the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws.

(iii) For purposes of this subparagraph, a tenant is not required to vacate the residential real property on any days

1 where a tenant could continue living in the residential real property without
2 violating health, safety, and habitability codes and laws. Cosmetic
3 improvements alone, including painting, decorating, and minor repairs, or
4 other work that can be performed safely without having the residential real
5 property vacated, do not qualify as substantial rehabilitation.

6 (iv) A written notice terminating a tenancy for
7 a just cause pursuant to this subparagraph shall include all of the following
8 information:

9 (I) A statement informing the tenant of
10 the owner's intent to demolish the property or substantially remodel the
11 rental unit property.

12 (II) The following statement: "If the
13 substantial remodel of your unit or demolition of the property as described in
14 this notice of termination is not commenced or completed, the owner must
15 offer you the opportunity to re-rent your unit with a rental agreement
16 containing the same terms as your most recent rental agreement with the
17 owner at the rental rate that was in effect at the time you vacated. You must
18 notify the owner within thirty (30) days of receipt of the offer to re-rent of
19 your acceptance or rejection of the offer, and, if accepted, you must
20 reoccupy the unit within thirty (30) days of notifying the owner of your
21 acceptance of the offer."

22 (III) A description of the substantial
23 remodel to be completed, the approximate expected duration of the
24 substantial remodel, or if the property is to be demolished, the expected
25 date by which the property will be demolished, together with one of the
26 following:

27 (ia) A copy of the permit or
28 permits required to undertake the substantial remodel or demolition.

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(ib) Only if a notice is issued pursuant to subclause (II) of clause (ii) and the remodel does not require any permit, a copy of the signed contract with the contractor hired by the owner to complete the substantial remodel, that reasonably details the work that will be undertaken to abate the hazardous materials as described in subclause (II) of clause (ii).

(IV) A notification that if the tenant is interested in reoccupying the rental unit following the substantial remodel, the tenant shall inform the owner of the tenant’s interest in reoccupying the rental unit following the substantial remodel and provide to the owner the tenant’s address, telephone number, and email address.

(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) 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.

(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

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(s) 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 in the written
9 termination notice of the tenant's right to relocation assistance or rent waiver
10 pursuant to this Chapter. If the owner elects to waive the rent for the final
11 month(s), of the tenancy as provided in subparagraph (B) of paragraph (1),
12 the notice shall state the amount of rent waived and that no rent is due for
13 the final month(s) of the tenancy.

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

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

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

- 1 (f) This Chapter shall not apply to the following types of
2 residential real properties or residential circumstances:
- 3 (1) Transient and tourist hotel occupancy as defined in
4 subdivision (b) of Section 1940 of the California Civil Code.
- 5 (2) Housing accommodations in a nonprofit hospital,
6 religious facility, extended care facility, licensed residential care facility for
7 the elderly, as defined in Section 1569.2 of the California Health and Safety
8 Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of
9 Title 22 of the Manual of Policies and Procedures published by the
10 California State Department of Social Services.
- 11 (3) Dormitories owned and operated by an institution of
12 higher education or a kindergarten and grades 1 to 12, inclusive, school.
- 13 (4) Housing accommodations in which the tenant shares
14 bathroom or kitchen facilities with the owner who maintains their principal
15 residence at the residential real property.
- 16 (5) Single-family owner-occupied residences, including
17 both of the following:
- 18 (A) a residence in which the owner-occupant rents
19 or leases no more than two units or bedrooms, including, but not limited to,
20 an accessory dwelling unit or a junior accessory dwelling unit.
- 21 (B) a mobile home.
- 22 (6) A property containing two separate dwelling units within
23 a single structure in which the owner occupied one of the units as the
24 owner’s principal place of residence at the beginning of the tenancy, so long
25 as the owner continues in occupancy, and neither unit is an accessory
26 dwelling unit or a junior accessory dwelling unit.
- 27 (7) Housing that has been issued a certificate of occupancy
28 within the previous 15 years, unless the housing is a mobile home.

1 (8) Residential real property, including a mobile home, that
2 is alienable separate from the title to any other dwelling unit, provided that
3 both of the following apply:

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

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

7 (ii) A corporation.

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

10 (iv) Management of a mobile home park, as
11 defined in Section 798.2 of the California Civil Code.

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

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

23 (ii) (I) Except as provided in subclause
24 (II), for a tenancy existing before July 1, 2020, the notice required under
25 clause (i) may, but is not required to, be provided in the rental agreement.

26 (II) For a tenancy in a mobile home
27 existing before July 1, 2022, the notice required under clause (i) may, but is
28 not required to, be provided in the rental agreement.

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(iii) (I) Except as provided in subclause (II), 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.

(II) For any tenancy in a mobile home commenced or renewed on or after July 1, 2022, the notice required under clause (i) shall 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) (A) Except as provided in subparagraph (B), 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.

(B) For a tenancy in a mobile home commenced or renewed on or after July 1, 2022, 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.

1 (2) (A) Except as provided in subparagraph (B), for a
2 tenancy existing prior to July 1, 2020, by written notice to the tenant no later
3 than August 1, 2020, or as an addendum to the lease or rental agreement.

4 (B) For a tenancy in a mobile home existing prior to
5 July 1, 2022, by written notice to the tenant no later than August 1, 2022, or
6 as an addendum to the lease or rental agreement.

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

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

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

18 (h) An owner's failure to comply with any provision of this Chapter
19 shall render the written termination notice void.

20 (i) Any waiver of the rights under this Chapter shall be void as
21 contrary to public policy.

22 (j) An owner who attempts to recover possession of a rental unit
23 in material violation of this Chapter shall be liable to the tenant in a civil
24 action for all of the following:

25 (1) Actual damages.

26 (2) Reasonable attorney's fees and costs.

27 (3) Upon a showing that the owner has acted willfully or
28 with oppression, fraud, or malice, up to three times the actual damages. An

1 award may also be entered for punitive damages for the benefit of the
2 tenant against the owner.

3 (4) If such material violation is made in connection with an
4 attempted recovery pursuant to subparagraph 2(D) of subdivision (b), a civil
5 penalty in an amount of up to fifteen thousand dollars (\$15,000).

6 (k) For the purposes of this Chapter, the following definitions shall
7 apply:

8 (1) "Owner" includes any person, acting as principal or
9 through an agent, having the right to offer residential real property for rent,
10 and includes a predecessor in interest to the owner.

11 (2) "Residential real property" means any dwelling or unit
12 that is intended for human habitation, including any dwelling or unit in a
13 mobile home park.

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

16 (l) This Chapter shall not apply to a homeowner of a mobile
17 home, as defined in Section 798.9 of the California Civil Code.

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

20

21 Section 2. This ordinance is an emergency ordinance duly adopted by
22 the City Council by a vote of five of its members and shall take effect immediately. The
23 City Clerk shall certify to a separate roll call and vote on the question of the emergency of
24 this ordinance and to its passage by the vote of five members of the City Council of the
25 City of Long Beach, and cause the same to be posted in three conspicuous places in the
26 City of Long Beach, and it shall thereupon take effect immediately.

27 Section 3. This ordinance shall also be adopted by the City Council as a
28 regular ordinance, to the end that in the event of any defect or invalidity in connection

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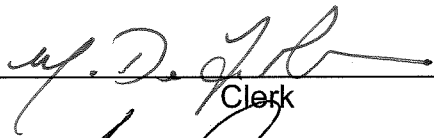
I further certify that the foregoing ordinance was thereafter adopted on final reading by the City Council of the City of Long Beach at its meeting of _____, 2024, by the following vote:

Ayes: Councilmembers: _____

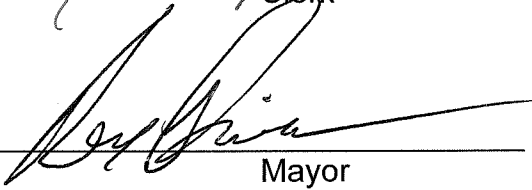
Noes: Councilmembers: _____

Absent: Councilmembers: _____

Recusal(s): Councilmembers: _____



Clerk



Mayor

Approved: 5/16/24
(Date)

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

AFFIDAVIT OF POSTING

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

Alyssa Campos being duly sworn says: That I am employed in the Department of the City Clerk of the City of Long Beach; that on the 16th day of May 2024, I posted three true and correct copies of Emergency Ordinance No. ORD-24-0011 in three conspicuous places in the City of Long Beach, to wit: One of said copies in the lobby of City Hall in front of the Civic Chambers; one of said copies in the Billie Jean King Main Library; and one of said copies on the front counter of the City Clerk Department.



Subscribed and sworn to before me
This 16th day of May 2024.



CITY CLERK