

Eff.: ORDINANCE NO. _____

AN ORDINANCE OF THE COUNCIL OF THE CITY OF BURBANK AMENDING CHAPTER 4 (“RESIDENTIAL TENANT PROTECTIONS”) OF TITLE 5 (“POLICE AND PUBLIC SAFETY”) OF THE BURBANK MUNICIPAL CODE, BY ADDING AN EXEMPTION FROM THE INCREASED RELOCATION ASSISTANCE PAYMENT OBLIGATION AND ADDING ANTI-HARASSMENT TENANT PROTECTIONS

City Attorney’s Synopsis

This Ordinance amends the residential tenant protections ordinance that was adopted in accordance with Assembly Bill 1482 and Senate Bill 567, to include an exemption relating to an owner’s or owner’s relative’s move-in in accordance with California Civil Code section 1946.2(b)(2)(A), from the obligation to pay increased relocation assistance, and anti-harassment tenant protections, as authorized by California Civil Code section 1946.2(i).

WHEREAS, effective January 1, 2020, Assembly Bill 1482 added Sections 1946.2, 1947.12, and 1947.13 to the California Civil Code, relating to residential tenant protections and rent caps; and

WHEREAS, effective April 1, 2024, Senate Bill 567 amended Sections 1946.2 and 1947.12 of the California Civil Code, including but not limited to heightened requirements for evictions related to an intent to demolish or substantially remodel a residential unit and specified remedies initiated by the tenant or city attorney for owner violations (Assembly Bill 1482, as amended by Senate Bill 567, is referred to herein as the “Tenant Protection Act”); and

WHEREAS, subject to certain exceptions, the Tenant Protection Act: (1) limits rent increases over the course of any 12-month period to 5% plus the “percentage change in the cost of living” (as defined), or 10%, whichever is lower (the “rent stabilization provisions”); and (2) prohibits an “owner” (as defined) of “residential real property” (as defined) from terminating a tenancy without “just cause” (as defined) (the “just cause eviction provisions”); and

WHEREAS, the Tenant Protection Act’s rent stabilization and just cause eviction provisions are intended to “help families afford to keep a roof over their heads, and... provide California with important new tools to combat our state’s broader housing and affordability crisis;” and

WHEREAS, the Tenant Protection Act’s just cause eviction provisions require an owner to provide a tenant, subject to a “no-fault just cause” eviction, relocation assistance in an amount equal to one month of the tenant’s rent (Civ. Code § 1946.2(d)); and

WHEREAS, the Tenant Protection Act’s just cause eviction provisions expressly authorize local agencies (like the City of Burbank) to adopt ordinances that are “more protective” than the Tenant Protection Act’s just cause eviction provisions, in which case, the “more protective” local ordinance will apply to non-exempt residential real property (Civ. Code § 1946.2(i)(1)(B)); and

WHEREAS, the City of Burbank adopted Urgency Ordinance No. 23-3999 on September 12, 2023, which proactively strengthened the then current provisions of the Tenant Protection Act by heightening the requirements for an eviction based on intent to demolish or substantially remodel residential real property and by increasing the amount of relocation assistance required for “no-fault just cause” substantial remodel evictions; and

WHEREAS, the City of Burbank adopted Ordinance No. 24-4,014 on July 30, 2024, which aligned its Municipal Code with the heightened regulations relating to demolition and substantial remodels in the current Tenant Protection Act, increased the tenant relocation assistance payment to three months’ rent for all “no-fault just cause” evictions under the Tenant Protection Act, and imposed anti-retaliation measures to protect tenants from eviction in any lawful exercise of their rights; and

WHEREAS, the City of Burbank now desires to exempt owners from the increased tenant relocation assistance payment of three months’ rent for “no-fault just cause” evictions when the owner or their relative occupies the property in strict accordance with California Civil Code section 1946.2(b)(2)(A); and

WHEREAS, the City of Burbank desires to impose anti-harassment measures to further protect tenants in any lawful exercise of their rights; and

WHEREAS, like many cities in Los Angeles County, the City of Burbank is experiencing a housing affordability crisis and a humanitarian crisis of homelessness that would be exacerbated by the displacement of renters; and

WHEREAS, the City is concerned that, without “more protective” local just cause eviction provisions, those evictions will result in displaced tenants becoming homeless.

THE COUNCIL OF THE CITY OF BURBANK DOES ORDAIN AS FOLLOWS:

SECTION 1. Recitals

The City Council finds the foregoing recitals and their findings to be true and correct, and hereby incorporates such recitals and their findings into this ordinance.

SECTION 2. Environmental Review

The City Council finds and determines that the adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) under State CEQA

Guidelines Section 15060(c)(2), in that the adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment, and is further and independently exempt from the California Environmental Quality Act under State CEQA Guidelines Section 15061(b)(3), in that it can be seen with certainty there is no possibility the adoption of this Ordinance will have a significant effect on the environment.

SECTION 3. Findings

In accordance with the Tenant Protection Act’s just cause eviction provisions set forth in Subsection (i)(1)(B) of Section 1946.2 of the California Civil Code, the City Council hereby makes a binding finding that the tenant protections in this Ordinance are “more protective” than the Tenant Protection Act’s just cause eviction provisions, set forth in Section 1946.2 of the California Civil Code. The City Council further finds that this Ordinance is consistent with Section 1946.2. This Ordinance further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts for no-fault evictions, and/or provides additional tenant protections relating to anti-retaliation and anti-harassment that are not prohibited by any other provision of law.

SECTION 4. Code Amendment

Chapter 4 (“Residential Tenant Protections”) of Title 5 (“Police and Public Safety”) of the Burbank Municipal Code is replaced in its entirety with the following:

Chapter 4 Residential Tenant Protections

5-4-100 Adoption of Civil Code Section 1946.2 by Reference Related to Terminations of Tenancy.

This chapter adopts and incorporates by reference California Civil Code Section 1946.2 in this Code in its entirety, as modified herein, and as such statute may be amended from time to time, except for any provisions that directly conflict with this chapter.

5-4-101 Purpose of Chapter and Relationship to the Tenant Protection Act

This chapter is consistent with the Tenant Protection Act of 2019, Assembly Bill 1482 (2019-2020), which is generally codified in Sections 1946.2, 1947.12, and 1947.13 to the California Civil Code, as amended by Senate Bill 567 (2023-2024) (“Tenant Protection Act”). It is the City’s intent that its residential tenants be afforded the strongest protections available under the law. This chapter is more protective than the Tenant Protection Act’s just cause eviction provisions set forth in Section 1946.2 of the California Civil Code.

As authorized by Subsection (i) of Section 1946.2, this chapter provides for higher relocation assistance amounts for all “no-fault just cause” evictions, **with the**

exemption of evictions in strict accordance with California Civil Code section 1946.2(b)(2)(A), and additional tenant protections relating to anti-retaliation and anti-harassment. In all other respects, this chapter is identical to Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute.

If any other governmental entity (including without limitation, the United States Government, the State of California, and the County of Los Angeles) adopts stronger tenant protections that apply to residential tenants in the City of Burbank, then the stronger tenant protections shall prevail, and the City shall not enforce conflicting tenant protections in this chapter.

5-4-102 Applicability of Chapter

The tenant protections in this chapter apply to tenants and owners of real property that are subject to the Tenant Protection Act's just cause eviction provisions set forth in Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute. **Notwithstanding any contrary provision in this chapter, the provisions in Section 5-4-105 shall apply to all tenants in the City of Burbank.**

5-4-103 “Just Cause” Required for “No-Fault” Evictions

A. Tenant Protection Act Requirements. An owner of residential real property shall not terminate a tenancy through “no-fault” of the tenant that is subject to this chapter without just cause (as defined in subsection (b)(2) of Section 1946.2 of the California Civil Code), which shall be stated in the written notice to terminate tenancy, unless the termination of the tenancy fully complies with the Tenant Protection Act's just cause eviction provisions set forth in Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute.

B. Failure to Comply. An owner's failure to strictly comply with this section shall render a notice of termination of a tenancy void and shall be an affirmative defense to an unlawful detainer action. In addition to any other remedy authorized by this Code, the City Attorney's Office may seek injunctive relief based on violations of this section.

5-4-104 Relocation Assistance Required for “No-Fault” Evictions

A. Relocation Assistance. If an owner of residential real property issues a termination notice based on a “no-fault just cause” (as defined in subsection (b)(2) of Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute), the owner shall provide relocation assistance in accordance with the Tenant Protection Act's just cause eviction provisions set forth in subsection (d) of Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute,

provided however, the relocation assistance shall be increased to an amount no less than three (3) months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy.

B. Failure to Comply. An owner's failure to strictly comply with this section shall render the notice of termination void and shall be an affirmative defense to an unlawful detainer action. In addition to any other remedy authorized by this Code, the City Attorney's Office may seek injunctive relief based on violations of this section.

C. Exemption. The increased relocation assistance required by this section shall not apply to any termination of tenancy in strict accordance with California Civil Code section 1946.2(b)(2)(A), which such owner shall pay relocation assistance in an amount equal to no less than one (1) month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy.

5-4-105 Retaliation and Harassment Prohibited.

A. Retaliation. No owner or any owner's agent may threaten to bring, or bring, an action to recover possession, cause the tenant to quit a rental unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any services or increase the rent where the owner's intent is to retaliate against the tenant for the tenant's assertion or exercise of rights under this chapter or under state or federal law; for the tenant's request or demand for, or participation in mediation or arbitration under any public or private mediation program; or for the tenant's participation in litigation. ~~Such retaliation shall be a defense to an action to recover possession of the rental unit, or it may serve as the basis for an affirmative action by the tenant for actual and punitive damages and/or injunctive relief. Additionally, such retaliation shall be punishable as administrative citations pursuant to Burbank Municipal Code section 1-1-108.1.~~

B. Harassment. No owner or any owner's agent shall violate the tenant protections in California Civil Code Sections 789.3 or 1940.2, California's Fair Employment and Housing Act, the federal Fair Housing Act, or similar state and federal laws, or engage in any acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of a rental unit, including but not limited to the following:

1. Acting in bad faith, interrupt, terminate, or fail to provide housing services required by the rental agreement or by federal, State, county, or local housing, health, or safety laws;
2. Acting in bad faith, fail to perform repairs and maintenance required by the rental agreement or by federal, State, county or local housing,

health, or safety laws;

3. Acting in bad faith, fail to exercise due diligence in completing repairs and maintenance once undertaken or fail to follow appropriate industry standards or protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;

4. Abuse the owner's right of access into a rental unit as established and restricted by State law. This includes, but is not limited to, entries for inspections that are not related to necessary repairs or services; entries that are unreasonable in frequency or duration; entries that improperly target individual occupants or are used to collect evidence against an occupant or are otherwise beyond the scope of a lawful entry;

5. Repeatedly mistreat an occupant of the rental unit during in-person conversations, through social media postings or messages, or other communications, with language that a reasonable person would consider likely to cause fear or provoke violence;

6. Influence or attempt to influence a tenant to vacate a rental unit through fraud, intimidation or coercion, which shall include but is not limited to threatening to report a tenant to the United States Department of Homeland Security;

7. Threaten an occupant of the rental unit, by word or gesture, with physical harm;

8. Knowingly and intentionally violate any law which prohibits discrimination against the tenant based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, human immunodeficiency virus (HIV)/acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income;

9. Make a sexual demand on a tenant in order for the tenant to obtain needed maintenance on the rental unit, or to obtain a rent concession or additional housing services, or to avoid an eviction, or make other quid pro quo sexual demands on a tenant; subject a tenant to severe or pervasive unwelcome touching, kissing, or groping; make severe or pervasive unwelcome, lewd comments about a tenant's body; send a tenant severe or pervasive unwelcome, sexually suggestive texts or enter the rental unit without invitation or permission; or engage in other actions that create a hostile environment;

10. Take action to terminate any tenancy, including serving any notice

of termination or bringing any action to recover possession of a rental unit, based upon facts which the owner has no reasonable cause to believe to be true or upon a legal theory which the owner knows is untenable under the facts known to the owner. No owner shall be liable under this Section 5-4-105(B)(10) for bringing an action to recover possession unless and until the tenant has obtained a favorable termination of that action;

11. Remove from the rental unit personal property, furnishings, or any other items without the prior written consent of the tenant, except pursuant to enforcement of a legal termination of tenancy;

12. Offer payments to a tenant to vacate, including the offer of a buyout agreement, more frequently than once every six months, after the tenant has notified the owner in writing that the tenant does not desire to receive further offers of payments to vacate;

13. Attempt to coerce a tenant to vacate with offers of payment to vacate, including offers of a buyout agreement, which are accompanied with threats or intimidation. This shall not include settlement offers made in good faith and not accompanied with threats or intimidation in pending unlawful detainer actions;

14. Refuse to acknowledge receipt of a tenant's rent payment made during the term of the tenancy and in accordance with the rental agreement;

15. Refuse to cash a rent check for over 30 days when the check is given to cover rent during the term of the tenancy and in accordance with the rental agreement;

16. Request information that violates a tenant's right to privacy including, but not limited to, residency or citizenship status, protected class status, or social security number, except as required by law or, in the case of a social security number, for the purpose of determining the tenant's qualifications for a tenancy; or release, or threaten to release, any such information that is in owner's possession, except as required or authorized by law;

17. Violate a tenant's right to privacy in the rental unit, including but not limited to, entering, photographing, or video recording portions of a rental unit that are beyond the scope of an authorized entry or inspection;

18. Interfere with a tenant's right to quiet use and enjoyment of a rental unit as that right is defined by State law;

19. Other acts or omissions that cause, are likely to cause, or are

intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy; or

20. Interfere with the right of a tenant to:

- (a) Organize as tenants and engage in concerted activities with other tenants for the purpose of mutual aid and protection;
- (b) Provide access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at the property;
- (c) Convene tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement; or
- (d) Distribute and post literature in common areas, including lobby areas and bulletin boards, informing other tenants of their rights and of opportunities to participate in organized tenant activities.

C. Enforcement. If any owner or owner's agent violates this Section, an aggrieved tenant may institute a civil action for actual damages, punitive damages, and/or injunctive relief, and such violation shall be an affirmative defense to an action by an owner to recover possession of the rental unit. Such remedies are not exclusive and do not preclude any tenant from seeking other remedies or penalties provided by applicable law. No administrative remedy is available for any violations of this Section, and therefore, no exhaustion of administrative remedies is needed to invoke aggrieved tenant's rights under this Section.

SECTION 5. Effective Date.

This Ordinance shall become effective at 12:01 a.m. on the thirty-first (31st) day after the date of adoption.

SECTION 6. Severability.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase, or portion of this Ordinance is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, paragraph, sentence, clause or phrase of this

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Ordinance irrespective of the fact that one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional or invalid or ineffective. To this end, the provisions of this Ordinance are declared to be severable.

PASSED AND ADOPTED this ____ day of _____, 2025.

Nikki Perez
Mayor

Approved as to Form:
Office of the City Attorney

Attest:

By: _____
Iain MacMillan
Senior Assistant City Attorney

Kimberley Clark, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF BURBANK)

I, Kimberley Clark, City Clerk of the City of Burbank, do hereby certify that the foregoing Ordinance No. ____ was duly and regularly passed and adopted by the Council of the City of Burbank at its regular meeting held on the ____ day of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

I further certify that said Synopsis was published as required by law in a newspaper of general circulation in the City of Burbank, California within 14 days following the ordinance’s adoption on _____.

Kimberley Clark, City Clerk