

**ORDINANCE NO. 925**

**AN ORDINANCE OF THE CITY OF BELL GARDENS CALIFORNIA  
ADDING CHAPTER 5.62 "RENT STABILIZATION" AND CHAPTER 5.63  
"TENANT EVICTION PROTECTIONS" TO TITLE 5 OF THE BELL  
GARDENS MUNICIPAL CODE RESTRICTING RENT INCREASES AND  
ESTABLISHING EVICTION PROTECTIONS AND OTHER  
REGULATIONS APPLICABLE TO CERTAIN COVERED RESIDENTIAL  
RENTAL UNITS IN THE CITY**

**WHEREAS**, the City of Bell Gardens ("City") is a general law city, incorporated under the laws of the State of California; and

**WHEREAS**, pursuant to its police power, the City may enact and enforce laws within its boundaries which promote the public health, morals, safety, or general welfare of the community, and are not in conflict with general laws; and

**WHEREAS**, in response to community concern about rising rents and the need for greater tenant protections, at the City Council meeting of April 8, 2019, the City Council of the City of Bell Gardens ("City Council") formed an Ad Hoc Committee ("Committee") to study the issue of rent control, engage in community outreach and consider the potential development of a rent stabilization and tenant eviction protection ordinance; and

**WHEREAS**, on January 1, 2020, the California Tenant Protection Act of 2019 (the "Act") went into effect. Among other provisions, the Act requires just cause evictions and limits rent increases for rental properties subject to the Act to five percent plus the percentage change in the consumer price index up to a maximum of 10% (Civil Code Section 1947.12); and

**WHEREAS**, as of March of 2020, to mitigate the impact of the Coronavirus 2019 ("COVID-19") pandemic the State of California Legislature and County of Los Angeles Board of Supervisors implemented urgency measures to protect tenants from evictions and limit rent increases on residential properties. Because of these temporary measures, the City paused its efforts to consider a local rent control program within the City.

**WHEREAS**, on February 22, 2021, at the regular City Council meeting, City Council appointed additional members to the Committee and directed staff to resume its directive to explore a permanent rent control program.

**WHEREAS**, between June of 2021 and March of 2022 the Committee met on several occasions to explore and discuss the issue. The Committee also held two community workshops on January 13, 2022, and March 12, 2022; and

**WHEREAS**, on April 11, 2022, City staff provided an update to the City Council on the Committee's efforts and the City Council directed staff to prepare a rent stabilization and tenant eviction protection ordinance with input from the Committee for future consideration by the City Council; and

**WHEREAS**, on April 25, 2022, the City Council adopted Urgency Ordinance No. 922-U to temporarily restrict rent increases for certain residential properties while the City further considers and develops a rent stabilization and tenant eviction protection ordinance; and

**WHEREAS**, on July 11, 2022, the City Council adopted Urgency Ordinance No. 924-U extending the temporary rent freeze for covered units to allow more time to gather input from key stakeholders and finalize a permanent rent stabilization and tenant eviction protection ordinance for City Council consideration; and

**WHEREAS**, rents in the City and throughout Los Angeles County continue to rise, and although the City has lower rents relative to surrounding communities, many local residents, particularly low-income households, struggle with paying for rising housing costs and meeting other basic needs such as food, transportation and health care; and

**WHEREAS**, in the City of Bell Gardens, 77.8% of households are renters and approximately 88% of renter households fall within the low, very low, or extremely low income category, according to the City's Housing Element 2021-2029 ("Housing

Element”). The Housing Element also indicates that 62% of renter-occupied households in the City are cost burdened, paying more than 30% of gross income on housing; and 31% are severely cost burdened, paying more than half of gross income on housing; and

**WHEREAS**, the effect of high rents coupled with low incomes, critical shortages of affordable rental housing, and rapidly rising costs for other basic necessities leaves residents vulnerable to economic hardship, housing insecurity and displacement, threatening the public health, safety and welfare of a substantial number of City residents; and

**WHEREAS**, the Costa-Hawkins Rental Housing Act, California Civil Code section 1954.50, et seq., (“Costa-Hawkins Act”) limits the applicability of local rent stabilization policies, including prohibiting local jurisdictions from applying rent control to certain residential rental properties. This Ordinance intends to comply with the Costa-Hawkins Act and all other applicable state laws; and

**WHEREAS**, the protections provided in this Ordinance are more restrictive, or provide greater benefits than those set forth in California Civil Code section 1946.2 in that this 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.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELL GARDENS DOES HEREBY ORDAIN AS FOLLOWS:**

**SECTION 1. Findings.** The Recitals above are true and correct and incorporated herein by reference.

**SECTION 2.** Chapter 5.62 of Title 5 of the Bell Gardens Municipal Code is hereby added to read as follows:

**Chapter 5.62**  
**RENT STABILIZATION**

**Sections:**

5.62.010	Purpose and Applicability
5.62.020	Definitions
5.62.030	Exemptions
5.62.040	Permitted Rent Increases for Covered Rental Units
5.62.050	Permitted Rent Increases for Below Market Rents
5.62.060	Capital Improvement Pass-Through Cost Recovery
5.62.070	Petition for Rent Adjustment
5.62.080	Security Deposits
5.62.090	Rental Unit Registration
5.62.100	Notices to Tenants
5.62.110	Enforcement
5.62.120	Administrative Review and Appeals
5.62.130	Administrative Citations
5.62.140	Remedies
5.62.150	Waiver
5.62.160	Severability
5.63.170	Automatic Expiration

**5.62.010. Purpose and Applicability.**

- A. The purposes of this Chapter are to protect tenants from excessive rent increases and to promote long-term stability and certainty for tenants in the rental market while providing landlords an ability to receive a fair return on their rental property.

- B. This Chapter shall apply to all Rental Units within the jurisdictional boundaries of the City, unless otherwise exempted by State law or the provisions of this Chapter.
- C. This Chapter regulates rents for certain tenancies. It requires landlords to register rental units, establishes an administrative petition process, and provides for procedures and guidelines for the implementation of this Chapter.

**5.62.020. Definitions.** For the purposes of this Chapter, unless the context requires otherwise, the following definitions shall apply:

- A. **"Base Rent"** means the Rent charged for a Rental Unit in effect on April 11, 2022, when the City Council declared its intent to regulate rent for residential properties in the City, or at the initiation of the Tenancy, whichever is later, plus any rent increase allowed thereafter pursuant to this Chapter.
- B. **"Capital Improvement"** means the addition, substantial repair or replacement of any improvements to dwelling units, buildings, or common areas, which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to new uses, provided such improvement has a useful life expectancy of more than one (1) year and which is the same type of improvement as those allowed to be amortized over the useful life of the improvement in accordance with the Internal Revenue Code and its regulations or similar improvements as determined by the Department. Capital Improvement does not include normal or routine maintenance or repair or repairs covered by insurance.
- C. **"City"** means the City of Bell Gardens.
- D. **"Code"** means the City of Bell Gardens Municipal Code.
- E. **"Comparable Unit"** means Rental Units that have approximately the same living space and the same or similar number of bedrooms, are located in the same or similar neighborhoods, and feature the same, similar, or equal amenities and housing services.

- F. **"Consumer Price Index"** or **"CPI"** means the Consumer Price Index for all urban consumers of the Los Angeles-Long Beach-Anaheim, California area, published by the U.S. Department of Labor, Bureau of Labor Statistics, or any successor designation of that index that may later be adopted by the U.S. Department of Labor.
- G. **"Covered Rental Unit"** means any Rental Unit that is not designated as exempt pursuant to Section 5.62.030 of this Chapter.
- H. **"Department"** means the Community Development Department of the City of Bell Gardens, or other Department designated by the City Council to administer the provisions of this Chapter.
- I. **"Director"** means the Director of Community Development of the City of Bell Gardens, or their designee.
- J. **"Hearing Officer"** means the person designated by the City Manager or designee to conduct a review hearing and decide petitions and appeals under this Chapter.
- K. **"Housing Services"** means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building or residential complex in which a Rental Unit is contained.
- L. **"Landlord"** means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of

the foregoing. "Landlord" includes a Mobilehome Park and its agent, representative, or successor.

- M. **"Mobilehome"** means any mobilehome as defined under California Civil Code Section 798.3.
- N. **"Mobilehome Park"** means an area of land located where two or more Mobilehome spaces are rented or leased out for Mobilehomes used as residences.
- O. **"Rent"** means the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit, including Tenant's access to and use of Housing Services. Rent includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. Rent does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to this Chapter.
- P. **"Rental Agreement"** means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related Housing Services.
- Q. **"Rental Unit"** means any dwelling unit, as defined under California Civil Code section 1940 subsection (c) located in the jurisdictional boundaries of the City of Bell Gardens and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including Mobilehomes rented by the owner of the Mobilehome, and accessory dwelling units. "Rental Unit" also means a Mobilehome Park space located in the jurisdictional boundaries of the City of Bell Gardens.
- R. **"Residential Real Property"** includes any parcel of land containing one or more dwelling units intended for human habitation.
- S. **"Service Reduction"** means any decrease or diminution in the level of Housing Services provided by the Landlord on or after the effective date of this Chapter,

including but not limited to, services the Landlord is required to provide pursuant to:

1. California Civil Code section 1941 et. seq.;
2. The Landlord's implied warranty of habitability, which cannot be contractually excluded or waived;
3. A Rental Agreement between the Landlord and the Tenant; and
4. The level of service as implied by the condition of improvements, fixtures, and equipment, and their availability for use by the Landlord at the time of execution of the Rental Agreement with the Landlord.

T. **“Tenancy”** means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.

U. **“Tenant”** means a tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

#### **5.62.030. Exemptions.**

- A. This Chapter shall not apply to any Rental Unit expressly exempt pursuant to any provision of State or federal law, with the exception of the requirements of Section 5.62.090.
- B. The following are specifically exempt from the provisions of this Chapter:
  1. Any dwelling unit that has a certificate of occupancy or equivalent permit for residential occupancy issued after February 1, 1995.
  2. Any dwelling unit that is alienable separate from the title to any other dwelling unit, including single family residences, condominiums and townhomes, but excluding Mobilehomes offered for rent by the owner of the Mobilehome, or is a subdivided interest in a subdivision, as specified in California Business and Professions Code Section 11004.5 (b), (d) or (f).



3. 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 Health and Safety Code section 50093, 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 Health and Safety Code section 50093 or comparable federal statutes~~-.1~~  
but excluding any dwelling unit for which a Landlord receives federal housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937 line 9 (42 U.S.C. Sec. 1437f).
4. Owner-occupied residential real property containing no more than three (3) rental units in which the owner occupied one of the units as the owner's principal place of residence since the beginning of the tenancy, so long as the owner continues in occupancy. For purposes of this subsection:
  - a. The term "owner" means a natural person who owns at least a 25% ownership interest in the residential real property.
  - b. An exemption under this subsection shall expire by operation of law when the owner ceases to reside on the property as their principal place of residence.
5. Accommodations in hotels, motels, inns, tourist homes and boarding houses, and rooming houses, or other facilities, for which the City has received or is entitled to receive payment of transient occupancy tax pursuant to Chapter 3.24 of the Code (Transient Occupancy Tax) and California Civil Code section 1940 subdivision (b).
6. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly (as defined in Health and Safety Code Section 159.2), or any other facility licensed by the State to provide medical care for residents.

- C. Exemptions are not automatic but shall be granted by the Department upon application by the Landlord as set forth in Section 5.62.090.

**5.62.040. Permitted Rent Increases for Covered Rental Units.**

~~A. [OPTION 1: A Landlord shall not increase the Rent for a Covered Rental Unit by:~~

1. ~~A. [OPTION 1: more than three percent (3%) plus the percentage change in CPI, or five percent (5%), whichever is lower.~~

2. ~~OPTION 2: [OPTION 2: A Landlord shall not increase the Rent for a Covered Rental Unit by more than three percent (3%) plus the percentage change in CPI, or eight percent (8%), whichever is lower.]~~

For purposes of this Section, "percentage change in CPI" means the percentage change in the Consumer Price Index over the previous 12-month period ending in April of each year.

- B. A Landlord shall not impose more than one (1) Rent increase for a Covered Rental Unit in any 12-month period, calculated from the date the Rent increase takes effect, unless otherwise permitted pursuant to this Chapter.
- C. Commencing thirty (30) days after the effective date of this Chapter and no later than June 30 of each subsequent year, the Department shall announce the allowable annual Rent increase effective October 1 of that year, in accordance with the Department's procedures and guidelines.
- D. A Landlord may impose an annual Rent increase for any Covered Rental Unit, as allowed in this Section, only after providing at least thirty (30) days written notice to the Tenant of the Rent increase pursuant to California Civil Code section 827.
- E. A Landlord may impose an annual Rent increase only upon registering the Rental Unit with the City and paying any required annual registration fees pursuant to Section 5.62.090, and maintaining compliance with State and local laws and requirements.
- F. A Landlord who does not impose an annual Rent increase or a portion of the permitted annual Rent increase waives that annual Rent increase or the

remaining portion of that permitted annual Rent increase for the remainder of the Tenancy. A Landlord shall not bank any waived or unused permitted annual Rent increases for use in future years.

- G. This Chapter does not supersede a Landlord's right to set the initial Rent for new tenancies under State law.
- H. A Tenant of a Covered Rental Unit subject to this Section shall not enter into a sublease that results in a total Rent for the Rental Unit that exceeds the allowable Rent authorized by this Section. Nothing in this Section authorizes a Tenant to sublet or assign the Tenant's interest where otherwise prohibited
- I. A Tenant may refuse to pay a Rent increase which is in violation of this Chapter. Such refusal to pay the unallowed increased amount in excess of permitted Rent charges shall be an affirmative defense in any action brought to recover possession of a Rental Unit or to collect the Rent increase owed.

**5.62.050. Permitted Rent Increases for Below Fair Market Rent.**

- A. If the Landlord of a residential real property charges an existing Tenant Rent for a Covered Rental Unit that is less than 80% of Fair Market Rent for a Comparable Unit, upon approval of the Department, a Landlord may increase the Rent, in addition to the annual Rent increase allowed under Section 5.62.040, by an amount not to exceed three percent (3%) subject to the following:
  - 1. The Department shall only approve adjustments to Rent increases under this subsection until the Rent equals or exceeds 80% of Fair Market Rent for a Comparable Unit.
  - 2. The U.S. Department of Housing and Urban Development's Office of Policy Development and Research's (HUD PD&R) then most recently published Small Area Fair Market Rents (SAFMRs) calculated for Los Angeles County the Bell Gardens Zip Code shall be used for determining Fair Market Rent. In the event HUD PD&R ceases

- publishing such Small Area Fair Market Rent, the City Council, by resolution, may identify an alternative source of Fair Market Rent.
3. The Landlord files an application with the Department to request approval for a permitted below market rent increase in accordance with the Department's procedures and guidelines.
  4. A Landlord may not increase the Rent ~~by an additional two percent (2%)~~ under this Section until the Department approves the Landlord's application and the Landlord registers each affected Rental Unit pursuant to Section 5.62.090. Only one additional Rent increase may be approved in any 12-month period.
  5. The Landlord shall provide Tenants with written notice of the Rent increase authorized by the Department.
  6. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12.

**5.62.060. Capital Improvements Pass-Through Cost Recovery.**

- A. A Landlord may pass-through up to 50% of Capital Improvement costs to existing Tenants in Covered Rental Units in accordance with the provision of this Section.
- B. Capital Improvements must be for the primary benefit, use and enjoyment of Tenants, cost-factored, and amortized over a useful life of at least five (5) years, and permanently fixed in place or relatively immobile [and appropriate to the use of the rental property.
- C. Capital Improvements eligible for pass-through cost recovery include, but are not limited to:
  1. The addition, but not the replacement, of the following improvements to a Rental Unit or common areas of the building in which the Rental Unit is located: air conditioning, security gates and other security items, swimming pool, sauna or hot tub, fencing, children's play equipment

permanently installed on the premises, and other similar improvements as determined by the Department.

2. Replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit pursuant to State or local law.
3. Abatement of hazardous materials, such as lead-based paint, mold or asbestos, in accordance with applicable federal, State, and local laws.

D. Capital Improvements cannot include regular maintenance or repairs from wear and tear, or be the result of a Landlord's failure to perform regular maintenance and repairs, or repairs covered by insurance.

E. Application Process.

1. A Landlord must submit an application to the Department for recovery of Capital Improvement costs, on a form approved by the Department, within one hundred eighty (180) days of completion of the Capital Improvement.
2. The pass-through application must contain the following information, and be accompanied by copies of relevant supporting documentation:
  - a. A description of the completed Capital Improvement;
  - b. A copy of all estimates, contracts, bills, invoices, and other documentation reasonably necessary to establish the cost of the Capital Improvement;
  - c. The proposed amortization period to be used based on the Department's procedures and guidelines, if the period differs from 60 months;
  - d. A list of Tenants that will be affected by or benefit from the Capital Improvement;
  - e. The formula used to calculate the pro rata share of each Tenant;
  - f. The monthly cost to each affected or benefiting Tenant;
  - g. The commencement and completion dates of the Capital Improvement; and

- h. Such other information as the Department may reasonably request.
- 3. Within five (5) calendar days after submission of the application with the Department, the Landlord shall serve each affected Tenant with notice of the application via personal service or certified mail return receipt requested. The notice must include a copy of the application.
- 4. Within ten (10) calendar days after submission of the application, the Landlord shall file with the Department a proof of service signed under penalty of perjury stating that a copy of the application was served upon the affected Tenant. Such proof of notice is required before the application will be reviewed by the Department.
- F. Landlord may not pass-through costs of Capital Improvements to Tenants until the Department approves the Landlord's application and the Landlord registers each affected Rental Unit pursuant to Section 5.62.090.
- G. No pass-through cost-recovery shall be approved in an amount that would exceed five percent (5%) of the Rent in effect at the time the pass-through application is filed with the Department. If the total amount of calculated pass-through costs would result in an increase that exceeds five percent (5%), the pass-through cost amortization period may be extended beyond the established amortization period to allow the Landlord to recover eligible Capital Improvement costs while not exceeding the maximum increase authorized by this subsection.
- H. A Landlord shall provide written notice of an approved pass-through cost to Tenants in accordance with California Civil Code section 827 and the notice shall be delivered at least thirty (30) days before the approved pass-through cost takes effect.
- I. The approved pass-through cost should appear as a separate line item on a Rent statement along with the end date of the amortization period and any remaining pass-through balance. An approved pass-through cost is not considered Rent for purposes of this Chapter.

- J. Pass-through cost recovery applications will be considered and determined by the Director in accordance with guidelines and procedures established by the Department; and the Director's determination may be appealed to a Hearing Officer in accordance with the procedures set forth in Section 5.62.120.

**5.62.070. Petition for Rent Adjustment.**

- A. Landlord's Application for Rent Increase. A Landlord may file an application with the Department to request an increase in Rent for a Covered Rental Unit in excess of that which is permitted under Sections 5.52.040 and 5.62.050 to in good faith ensure a fair and reasonable return on the Landlord's investment.
  - 1. Presumption. It shall be a rebuttable presumption that the annual net operating income earned by a Landlord, and Rent increases allowed under Sections 5.62.040 and 5.62.050, provide the Landlord with a fair and reasonable return on their investment. A Landlord shall have the burden to prove the necessity of any additional Rent increase necessary to earn a fair and reasonable return.
  - 2. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12.
  - 3. Approval of the Landlord's application for Rent increase may become effective only after all of the following:
    - a. A Landlord has provided written notice to the Tenant of the approved Rent increase for the Covered Rental Unit in accordance with California Civil Code section 827; and
    - b. A Landlord has registered each Rental Unit in the rental property, and is current on payment of registration fees, pursuant to Section 5.62.090.
  - 4. Review and Approval of Application for Rent Increase.

- a. The Department shall consider the following factors, as well as any other relevant factors, in reviewing the application and making its determination, and no one (1) factor shall be determinative.
  - i. Changes in the CPI.
  - ii. The rental history of the affected Covered Rental Unit(s) and the rental property, including the Base Rent and pattern of past Rent increases or decreases;
  - iii. The Landlord's income and expenses as they relate to the rental property.
  - iv. Increases or decreases in property taxes.
  - v. The history or any prior hearings or determinations on an application for Rent increase by Landlord.
  - vi. The addition of Capital Improvements on the rental property.
  - vii. The physical condition of the affected Covered Rental Unit(s) and building, including the quantity and quality of maintenance and repairs performed during the preceding twelve (12) months, as well as the long-term patterns of operating, maintenance, and Capital Improvement expenditures.
  - viii. The need for repairs caused by circumstances other than ordinary wear and tear.
  - ix. Any increase or decrease of Housing Services since the last Rent increase.
  - x. Any existing Rental Agreement lawfully entered into between the Landlord and the Tenant.
  - xi. A decrease in net operating income.
  - xii. A fair and reasonable return on the building prorated among the Rental Units in the building.



- xiii. If Landlord received Rent in violation of this Chapter or has otherwise failed to comply with this Chapter.
  - b. The Director may approve or deny an application for Rent increase beyond that which is permitted under Section 5.62.040 and 5.62.050 and make the following determinations, with written findings in support thereof, in compliance the provisions of this Chapter:
    - i. The Department determines the Rent increase in the amount requested by Landlord is necessary and appropriate to ensure the Landlord receives a fair and reasonable return on the Landlord's investment, and will not cause an undue financial burden on the affected Tenant.
    - ii. The Department determines a lesser Rent increase than the amount requested by Landlord more appropriately ensures a fair and reasonable return on the Landlord's investment and will not cause an undue financial burden on the affected Tenant.
    - iii. The Department determines no additional Rent increase is necessary and appropriate to ensure the Landlord receives a fair and reasonable return on the Landlord's investment.
  - c. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12.
- 5. Notices Upon Filing Application for Rent Increase. Within five (5) calendar days after submission of an application for Rent increase with the Department, the Landlord, at their own expense, shall provide written notice of said application to each affected Tenant via personal service or certified mail return receipt requested.

~~6. Fees and costs incurred by a Landlord to prepare, file, or pursue an application for Rent increase are not allowable as operating expenses and may not be passed on to Tenants. Such fees and costs include, but are not limited to, attorney fees and other similar professional services costs.~~

B. Tenant Application for Adjustment. A Tenant of a Covered Rental Unit may file an application for Rent adjustment with the Department for its determination in order to in good faith ensure the Tenant receives any adjustment they may be entitled to because of a Landlord's potential violation(s) of this Chapter. A Tenant must file such application for Rent adjustment within one hundred eighty (180) days from the date the Tenant knew, or reasonably should have known, of the Landlord's potential violation(s).

1. Unlawful Rent and/or Fees or Charges. A Tenant may file an application for adjustment with the Department due to a Landlord's demand for Rent, fees, or charges that may be in excess of that permitted for a Covered Rental Unit.
2. Failure to Maintain Habitable Premises. A Tenant may file an application for adjustment with the Department to request a refund of, or decrease in, Rent proportional to a Landlord's potential failure to maintain the Covered Rental Unit as a habitable premise in accordance with applicable laws or the Rental Agreement.
  - a. A Landlord shall not be liable to a Tenant for failure to maintain habitable premises if the Tenant caused the condition that is the subject of the application.
3. Decrease in Housing Services. A Tenant may file an application for adjustment with the Department for a Service Reduction in Housing Services, without a corresponding reduction in Rent, which may be considered an increase in excess of permitted Rent.
4. Prior to filing an application for adjustment with the Department, a Tenant shall provide the Landlord all of the following:

- a. Written notice identifying the potential violation(s) of excess Rent, fees or charges, failure to maintain habitable premises and/or decrease in housing services; and
  - b. A reasonable opportunity for the Landlord to correct the issues.
- 5. Review and Determination of Application for Adjustment. The Department shall consider the following factors, as well as any other relevant factors, in making its determination and no one (1) factor shall be determinative.
  - a. Increases or decreases in Rent or Housing Services since the effective date of this Chapter,
  - b. The pattern of recent Rent or Housing Service increases or decreases.
  - c. Whether the Landlord has received payment in excess of the maximum allowable Rent, fees, or charges permitted by this Chapter or has otherwise failed to comply with this Chapter.
  - d. When and how the Service Reduction was first identified by the Tenant and when and how the Landlord was notified of the alleged Service Reduction, orally, or in writing, and Landlord's response to such notice and whether Housing Services were reinstated or restored by the Landlord, and if so, when and how.
  - e. Whether any habitability violations stated by the Tenant in the application was improved or corrected, and if so, when and how.
  - f. The status of the habitability issues as of the date the application is signed.
- 6. Notice upon Filing Application for Adjustment. Within five (5) calendar days after submission of an application for adjustment with the Department, the Tenant shall provide written notice of said application to the Landlord via personal service or certified mail return receipt requested.
- C. Application Submittal to Department for Rent Increase or Adjustment. Upon receipt of an application, the Department shall review and evaluate whether there

should be a Rent increase or adjustment in accordance with this Section and the Department's procedures and guidelines.

1. The application shall be on a form approved by the Department, signed under penalty of perjury, and must be accompanied by an application fee, if any, and must include the following:
    - a. The specific Rent increase or adjustment requested; and
    - b. Copies of any books, records, papers, or other financial information relevant to the review of the application; and
    - c. Other documentation reasonably required by the Department relevant to the application.
  2. Application Fees. The Department may set a reasonable application fee to be paid by the applicant at the time of the filing based on the administrative expenses incurred in reviewing and processing the application.
  3. The Department shall have the authority to deem an application complete.
- D. Right of Assistance. All parties to an application for Rent adjustment may seek assistance from attorneys or any other person designated by said parties.
- E. Consolidation. Applications for Rent adjustment pertaining to Tenants in the same building or rental property may be consolidated for determination at the election of the Department.

**5.62.080. Security Deposit.**

- A. Unless otherwise prohibited by State law or the terms of a written rental agreement, a Landlord may increase a Tenant's security deposit for a Covered Rental Unit at the same time the Landlord seeks to increase the Rent under sections 5.62.040. Any increase in the security deposit shall be clearly stated in the written notice of the annual rent increase and shall not exceed the maximum amount authorized by State law.

- B. As used in this Section, security deposit means any “security” as defined in California Civil Code section 1950.5.

**5.62.090. Rental Unit Registration.**

- A. On or before September 30, 2023, and on or before September 30 of each subsequent year, a Landlord must register with the Department each Rental Unit that is rented or available for Rent for a term exceeding thirty (30) consecutive days by ~~annually~~ filing a rental registration in a form approved by the Department. After initial Rental Unit registration, a Landlord shall notify the Department and update the rental registration within thirty (30) days of the start of a new tenancy or any subsequent change in tenancy or ownership.
- B. Registration must include, but is not limited to, the following information:
1. Property information, including address, year built and certificate of occupancy date.
  2. Rent for each Rental Unit in the rental property at the time of registration and the date and amount of the last Rent increase.
  3. Ownership information for the rental property.
  4. The number of total Rental Units in the rental property.
  5. The number of bedrooms and bathrooms for each Rental Unit
  6. Tenant information, including names and move-in dates.
  7. A description of Housing Services.
  8. Any additional information reasonably required by the Department to implement this Chapter.
- C. Registration Fee. A Landlord must pay an annual registration fee for each Rental Unit registered on or after September 30, 2023. The registration fee shall be established by resolution of the City Council. Such fees are intended to recover the City’s reasonable costs to implement, administer and enforce its rent stabilization and eviction protection regulations as set forth in Chapters 5.62 and Chapter 5.63 of the Code.

- D. **Registration Fee Pass-Through.** A Landlord may recover up to fifty percent (50%) of a registration fee from the Tenant. A Landlord may only collect one annual registration fee pass-through cost at a time and must also meet the following requirements to pass-through this registration fee:
1. Timely and accurately submits an annual registration for each Rental Unit in the rental property;
  2. Lists the registration fee pass-through cost as a separate line item on the monthly obligation(s) statement;
  3. Provides Tenant with thirty (30) days' notice before collecting any registration fee pass-through cost; and
  4. A Tenant's payment to the Landlord for the registration fee pass-through cost is paid in twelve (12) equal, monthly installments, unless otherwise agreed to by the Tenant.
- E. **Application for Rental Unit Exemption.** Any person with an ownership interest in a Rental Unit may claim an exemption from this Chapter by filing with the Department an application of exemption on a form approved by the Department.

**5.62.100. Notices to Tenants.**

- A. **Mandatory Notices to Tenants.** Landlords must provide to each Tenant, prior to, or at the time of agreeing to rent or lease a Covered Rental Unit, a notice of Tenant rights under this Chapter. The Department shall publish a form notice of Tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances.
1. When entering into a Rental Agreement, by including a copy of the form notice as an exhibit or attachment to the written Rental Agreement;
  2. When renewing a Rental Agreement; and
  3. When providing notice of a Rent increase or decrease in a Covered Rental Unit

- B. Notice Regarding Potential Pass-Through Costs and Fees. A Landlord shall include language in the Rental Agreement that Tenant may be subject to pass-through costs and fees that have been reviewed and approved by the Department.
- C. If the Rental Agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of Tenant rights in English and the language in which the Rental Agreement was negotiated or written.

**5.62.110. Enforcement.**

- A. Enforcement Authority. The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.
- B. The Director of the Department, or designee, may develop and publish procedures and guidelines to aid in the implementation of this Chapter.

**5.62.120. Administrative Review and Appeals.**

- A. Administrative Review.
  - 1. The Department shall review and evaluate applications pursuant to this Chapter and issue a notice of decision.
  - 2. The Department may request documents, interview witnesses and affected parties, and gather necessary evidence to review and make appropriate conclusions and findings.
- B. Appeal. Any party dissatisfied by the Department's final decision pursuant to this Chapter may request an appeal of the Department's decision to a Hearing Officer, unless otherwise prohibited by this Chapter. The Department's administrative record shall be reviewable by the Hearing Officer.
- C. Time Limit. A party must file an appeal in writing before the Department within thirty (30) of the Department's final decision. The Hearing Officer shall have no authority to consider matters not filed within thirty (30) days of the Department's final decision.

D. Filing of Appeals. An appeal shall be filed with the Department, on the prescribed form, along with any accompanying appeal fee, and shall state specifically whether the basis of the appeal is that:

1. The Department's determination or interpretation is not in accord with the purposes of this Chapter;
2. There was an error or abuse of discretion by the Department;
3. The administrative record includes inaccurate information; or
4. The Department's decision is not supported by the administrative record.

E. Procedures for Appeals.

1. Hearing Dates. A hearing on a request for appeal will be scheduled before a hearing officer for a date no sooner than fifteen (15) days and no later than sixty (60) days after receipt of the request for appeal, unless the hearing officer determines that good cause exists for an extension of time. Upon setting the hearing date, the hearing officer shall send written notice to the appealing party of the date, time and place set for the hearing.
2. Public Hearing. The appeal hearing shall be conducted at a hearing open to the public. At the hearing, the Hearing Officer shall review the record of the decision and hear testimony of the party requesting the appeal, representatives of the Department, and any other interested party.
3. Application and Materials. At an appeal hearing, the Hearing Officer shall consider only the administrative record that was the subject of the Department's final decision.

F. Decision and Notice.

1. After the hearing, the Hearing Officer shall either:
  - a. Affirm, modify, or reverse the Department's decision and specify the reasons for its decision; or
  - b. Refer the matter back to the Department for further review.



2. Decisions shall be rendered within thirty (30) days of the close of the hearing. If the Hearing Officer fails to act within thirty (30) days of the close of the hearing, the Department's decision shall be deemed affirmed.
- G. The Hearing Officer shall mail the Hearing Officer's decision to the parties within ten (10) days after it is rendered.
- H. Final decision. The decision of the Hearing Officer shall be final and not subject to further appeal.
- I. Judicial Review of Hearing Officer Decision. Any person directly aggrieved by an administrative decision of a hearing officer pertaining to a request for appeal of a Director's decision under this Chapter, may seek judicial review in the Court pursuant to Government Code Section 53069.4 and/or Code of Civil Procedure Sections 1094.5 and 1094.6.

**5.62.130. Administrative Citations.**

- A. Administrative Citation. Any Landlord or Tenant who violates any provision of this Chapter, or Department's procedures and guidelines, is subject to an administrative fine ~~not to exceed One Thousand Dollars (\$1,000)~~ as set in a schedule of fines adopted by resolution by the city council as provided in Chapter 1.16 of the Code.
- B. Remedies are Cumulative. Each day that a violation continues shall constitute a separate and distinct offense ~~for which an administrative fine may be imposed.~~ The remedies set forth in this section are cumulative and in addition to any other penalty provided by law, including any remedies which may be sought in a civil action. The provisions of this Chapter shall not be construed as limiting any party's right to obtain relief to which he or she may be entitled at law or in equity.
- C. Notices of Violation and Administrative Fine. If the Department determines that a Landlord or Tenant has violated this Chapter, the Department may issue notices of violation and administrative fine in accordance with the authority and procedures set forth in Chapter 1.16 of the Code.

D. Administrative Appeals and Judicial Review.

1. Administrative Appeal. Any Landlord or Tenant who receives a notice of administrative fine may request an administrative hearing before a hearing officer in accordance with Chapter 1.16 of the Code.
2. Judicial Review of Hearing Officer Decision. Any Landlord or Tenant may seek judicial review of a hearing officer's decision pertaining to the imposition of an administrative fine in accordance Chapter 1.16 of the Code.

**5.62.140. Remedies.**

- A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant who will fairly and adequately represent the Tenant's interest, including the City, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction for violation of this Chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this Chapter. The court may award reasonable attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.
- B. Civil Penalty. Any person violating any of the provisions, or failing to comply with any of the requirements of this Chapter, may be liable for a civil penalty not to exceed One Thousand Dollars (\$1,000) for each violation.
- C. Criminal Penalty. Any person violating any of the provisions or failing to comply with any of the requirements of this Chapter, shall be guilty of a misdemeanor and punished by a fine of not more than One Thousand Dollars (\$1,000), or by imprisonment in the county jail for a period of not more than six (6) months, or by both.

- D. Each violation of any provision of this Chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.
- E. The above remedies are not exclusive and do not preclude the City or any Tenant from seeking other remedies or penalties provided by applicable law.

**5.62.150. Waiver.** Any waiver of rights under this Chapter shall be void as contrary to public policy.

**5.62.160. Severability.** If any provision of this Chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Chapter are declared to be severable.

~~**5.62.170. Automatic Expiration.** The Chapter shall expire and be of no further force or effect on January 1, 2030, unless otherwise extended by action of the City Council prior thereto.~~

**SECTION 3.** Chapter 5.63 of Title 5 of the Bell Gardens Municipal Code is hereby added to read as follows:

### **Chapter 5.63**

#### **TENANT EVICTION PROTECTIONS**

**Sections:**

- 5.63.010 Purpose and Applicability
- 5.63.020 Definitions
- 5.63.030 Termination of Tenancy
- 5.63.040 Relocation Assistance

5.63.050	Tenant Buyout Agreements
5.63.060	Retaliatory Eviction and Anti-Harassment
5.63.070	Notices to Tenants
5.63.080	Enforcement
5.63.090	Administrative Citations
5.63.100	Remedies
5.63.110	Waiver
5.63.120	Severability
5.63.130	Automatic Expiration

**5.63.010. Purpose and Applicability.**

- A. The purpose of this Chapter is to reasonably regulate just cause evictions so as to be more protective than Civil Code section 1946.2.
- B. This Chapter shall apply to any Tenancy after at least one Tenant has continuously and lawfully occupied a Rental Unit for twelve (12) months or more.
- C. This Chapter regulates evictions for certain tenancies. It requires landlords to provide relocation assistance for certain no-fault evictions, prohibits retaliation and harassment, and provides for the implementation and enforcement of this Chapter.

**5.63.020. Definitions.** For the purposes of this Chapter, unless the context requires otherwise, the following definitions shall apply.

- A. **“Buyout Agreement”** means a written agreement between a Landlord and a Tenant as provided in Section 5.63.050 by which a Tenant, typically in consideration for monetary payment, agrees to vacate a Rental Unit.
- B. **“City”** means the City of Bell Gardens.
- C. **“Code”** means the City of Bell Gardens Municipal Code.

D. "**Department**" means the Community and Economic Development Department of the City of Bell Gardens, or other Department designated by the City Council to administer the provisions of this Chapter.

E. "**Director**" means the Director of the Department, or their designee.

F. "**Ellis Act**" means California Government Code sections 7060 - 7060.7.

~~F.G.~~ F.G. "**Housing Services**" means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which a Rental Unit is contained.

~~G.H.~~ G.H. "**Landlord**" means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing.

~~H.I.~~ H.I. "**Landlord's Family Member**" means a spouse, domestic partner, child, grandchild, parent, or grandparent of a Landlord who is a natural person whose name is on the title of the property.

~~I.J.~~ I.J. "**Mobilehome**" means any mobilehome as defined under California Civil Code Section 798.3.

~~J.K.~~ J.K. "**Mobilehome Park**" means an area of land located where two or more Mobilehome spaces are rented or leased out for Mobilehomes used as residences.

~~K.L.~~ K.L. "**Rent**" means the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use

or occupancy of a Rental Unit or Mobilehome Park space located in the jurisdictional boundaries of the City of Bell Gardens, including Tenant's access to and use of Housing Services. Rent includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. Rent does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to this Chapter.

**L.M.** **“Rental Agreement”** means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related Housing Services.

**M.N.** **“Rental Unit”** means any dwelling unit, as defined under California Civil Code section 1940 subsection (c) located in the jurisdictional boundaries of the City of Bell Gardens and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including Mobilehomes rented by the owner of the Mobilehome, and accessory dwelling units.

**N.O.** **“Residential Real Property”** includes any parcel of land containing one or more dwelling units intended for human habitation.

**O.P.** **“Tenancy”** means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.

**P.Q.** **“Tenant”** means a tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

#### **5.63.030. Termination of Tenancy.**

- A. No Landlord shall terminate a Tenancy of an occupied Rental Unit after a Tenant has continuously and lawfully occupied the Rental Unit for twelve (12) months or more unless the Landlord can demonstrate either a For Cause or No-Fault termination.

B. When terminating a Tenancy either For Cause or No-Fault, a Landlord must comply with all of the following:

1. The Landlord must serve a written notice to the Tenant in accordance with California Civil Code sections 1946 through 1946.5 that states the Landlord will terminate the Tenancy, indicates at least one For Cause or No-Fault reason for termination in reasonable detail, and includes any other information required by federal or State law; and
2. The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Rental Unit beyond the term of the terminated Tenancy in compliance with California Civil Code sections 1945 through 1946.5; and
3. The Landlord qualifies the termination as For Cause or No-Fault, as specified in this Section; and
4. If the termination is a No Fault termination, the Landlord has provided the Tenant with the notice of relocation assistance required by Section 5.63.040.
5. The Landlord has submitted to the Department, within five (5) days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the Tenant. The Landlord shall maintain proof of service to the Department as evidence that the Landlord has complied with this Section.

C. **For Cause Termination of Tenancy.** If a Landlord can show any of the following circumstances with respect to a termination of Tenancy in a Rental Unit, the termination qualifies as a For Cause Termination.

1. **Failure to Pay Rent.** Tenant failed to pay Rent within three (3) days of written notice being served on Tenant by Landlord demanding payment as provided in paragraph (2) of California Code of Civil Procedure Section 1161.

2. **Violation of Material Term of Rental Agreement.** Tenant has continued to violate a material term of the Rental Agreement as provided in California Code of Civil Procedure section 1161 subdivision (3), after written notice to cease, and did not cure such violation within ten (10) days after receiving written notice from the Landlord of such violation.
3. **Waste.** A Tenant committed waste as described in California Code of Civil Procedure section 1161 subdivision (4).
4. **Nuisance or Illegal Purpose.** Tenant has maintained, committed, or permitted the maintenance or commission of a nuisance or used the Rental Unit for an illegal purpose as provided in California Code of Civil Procedure section 1161 subdivision (4) including:
  - a. Any crime or act of violence committed by a Tenant of a Rental Unit which involves use of a gun or a deadly weapon, or inflicts serious bodily injury and for which a police report has been filed;
  - b. Any threat of violent crime or violence, which includes any statement made by a Tenant, or at the Tenant's request, by the Tenant's agent, to any person who is on the property where the Rental Unit is located, threatening to commit a crime or violence which will result in death or serious bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is unequivocal, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety; or
  - c. Tenant has created or is maintaining a dangerous condition or an unsanitary condition that endangers health, safety and welfare or



physically damages the unit beyond normal wear and tear and that condition has not been promptly abated or repaired after written notice to the Tenant from the Landlord and the passage of a reasonable cure period.

It shall be an affirmative defense to an action for possession of a Rental Unit under this Subsection 5.63.030.E.4 if a court determines that: (i) The Tenant or the Tenant's household member is a victim of an act or acts that constitute domestic violence or sexual assault or stalking; and (ii) The notice of For Cause termination is substantially based upon the act or acts constituting domestic violence or sexual assault or stalking against the Tenant or a Tenant's household member, including but not limited to an action for possession based on complaints of noise, disturbances, or repeated presence of police.

5. **Failure to Sign Substantially Similar Lease.** The Tenant has refused to execute a written extension or renewal of a Rental Agreement upon expiration of a prior Rental Agreement, after written request or demand from the Landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written Rental Agreement, and is consistent with federal, State, and local laws. For purposes of this Subsection, the Landlord's written request or demand must be received no later than sixty (60) days before final day of Tenancy of the prior Rental Agreement.
6. **Assignment or Subletting in Violation of Lease.** The Tenant has assigned or sublet the Rental Unit in violation of the Rental Agreement, as provided in California Code of Civil Procedure section 1161(4).
7. **Refuse Access.** Tenant has continued to refuse, after Landlord has provided a written request, reasonable access to the Rental Unit by the Landlord for the purpose of making necessary repairs or improvements in

accordance with California Civil Code Sections 1101.5 and 1954 and California Health and Safety Code Sections 13113.7 and 17926.1.

8. **Failure to Vacate After Termination of Employment.** Tenant was employed by the Landlord to serve as a resident manager or other employee, was provided with the Rental Unit as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any Tenant whose Tenancy in the building or complex housing the Rental Unit commenced prior to assuming managerial responsibilities or whose status as a Tenant commenced prior to their status as a resident manager.
9. **Failure to Vacate After Termination of Lease.** A Tenant's failure to timely deliver possession of the Rental Unit after: (i) providing the Landlord written notice as provided in Civil Code section 1946 of the Tenant's intention to terminate a lease; or (ii) making a written offer to surrender, that is accepted in writing by the Landlord, but the time specified in that written notice as described in Code of Civil Procedure section 1161(5) has expired.

~~10. **Households Exceeding Income Limits in Government Regulated Units.** A Landlord may discontinue future renewals of a Rental Agreement if the Tenant's household income exceeds the income limits for a Rental Unit with rents that are controlled or regulated by any government unit, agency, or authority pursuant to a regulatory agreement or other recorded encumbrance that limits use and occupancy of the Rental Unit by a Tenant household with specified incomes.~~

D. **No-Fault Termination of Tenancy.** If a Landlord can show any of the following circumstances with respect to a termination of Tenancy in a Rental Unit, the termination qualifies as a No-Fault termination.

1. A Landlord seeks in good faith to recover possession in order to imminently:

- a. Demolish the Rental Unit
  - b. Withdraw the Rental Unit permanently from rental housing use pursuant to the Ellis Act and other applicable State law~~laws~~.
2. A Landlord seeks in good faith to recover possession of a Rental Unit for the use and occupancy by Landlord or Landlord's Family Member as the principal residence. Said Rental Unit must be occupied as the principal residence within ninety (90) days of the Tenant household vacating the Rental Unit, and the Rental Unit must continue to be occupied as the principal residence of Landlord or Landlord's Family Member for at least three (3) years, unless extenuating circumstances exist.
  - a. If the Rental Agreement was entered into on or after the effective date of this Chapter, this Subsection 5.63.030.D.2 shall apply only if the Tenant agrees, in writing, to the termination, or if a provision of the Rental Agreement allows the Landlord to terminate the Rental Agreement if the Landlord, or Landlord's Family Member unilaterally decides to occupy the Rental Unit.
  - b. A Landlord must provide the Tenant sixty (60) days' written notice that the Landlord intends to terminate the Tenancy.
  - c. Owner-Occupancy Disclosure.
    - i. Not less than sixty (60) days prior to the final date of the Tenancy, in addition to any notice required by California Civil Code section 827, the Landlord must disclose to the Department the name(s) of the eligible individual(s) who will occupy the Rental Unit, and the relationship of said individual(s) to the Landlord.
    - ii. The Department may contact Landlord during the three (3) year occupancy time frame to confirm that the Landlord or Landlord's Family Member resides in the recovered Rental Unit(s), and may obtain written verification of residency.

- d. A Landlord may not terminate a Tenancy under this Section if any of the following apply, unless the Landlord or Landlord's Family Member who will reside in the Dwelling Unit is similarly situated as the Tenant or Tenant's household members who are being displaced:
  - i. any Tenant in the Rental Unit has continuously resided in the Rental Unit for at least five (5) years, and a member of Tenant's household is either: (i) 62 years of age or older; or (ii) disabled as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code;
  - ii. any Tenant in the Rental Unit or member of Tenant's household is terminally ill as certified by a treating physician licensed to practice in the State of California; or
  - iii. any Tenant in the Rental Unit is a low-income tenant (low-income tenant means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5).
- e. Tenant's Right of First Return.
  - i. If a Landlord or Landlord's Family Member ceases occupation of the Rental Unit within three (3) years after the final date of Tenancy, the Tenant of a Rental Unit is entitled to receive notice of the first right to return to rent the same unit at the Rent previously charged plus any annual Rent increases allowed under Chapter 5.62 of the Code.

- ii. Nothing in this Section shall be construed to relieve the Landlord of the obligation to directly contact the former Tenant and to advise the Tenant that the recovered Rental Unit will again be offered for Rent.
  3. A Landlord seeks in good faith to recover possession to comply with any of the following: (i) An order issued by a government agency or court relating to habitability that necessitates vacating the Rental Unit; (ii) An order issued by a government agency or court to vacate the Rental Unit; or (iii) A local ordinance that necessitates vacating the Rental Unit. 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 for the need to vacate under this Subsection, the Tenant shall not be entitled to relocation assistance.
- E. All No-Fault terminations of Tenancy are eligible for relocation assistance.

**5.63.040. Relocation Assistance.**

- A. Permanent Relocation Assistance. When relocation assistance must be paid to Tenants who are evicted from their Rental Unit pursuant to Section 5.63.030, the Landlord must make the relocation assistance payment in accordance with this Section. The Landlord must provide written notice to the Tenant of the Tenant's entitlement to permanent relocation assistance at the same time the Landlord serves a notice of termination of Tenancy.
1. The Landlord shall pay a relocation assistance amount equal to three (3) times the Tenant's monthly Rent in effect when the Landlord served the notice to terminate the tenancy.
  2. If any Tenant residing in the Rental Unit from which the Tenants are to be displaced includes a Qualified Tenant, then all Tenants living in the Rental Unit are collectively entitled to additional relocation assistance as follows:

- a. The Landlord shall pay an additional relocation assistance amount equal to one (1) times the Tenant's monthly Rent in effect when the Landlord served the notice to terminate the tenancy.
- b. For purposes of this Subsection, Qualified Tenant means any Tenant who:
  - i. Is sixty-two (62) years of age or older, disabled, as defined in Section 12955.3 of the California Government Code or handicapped as defined in Section 50072 of the California Health and Safety Code;
  - ii. Has one or more dependent children under the age of eighteen (18) residing in the Rental Unit;
  - iii. Meets the income limits for a "lower-income household" as defined in California Health and Safety Code section 50079.5; or
  - iv. Has continuously resided in the Rental Unit for five (5) years or more.

The Tenant shall notify Landlord within ten (10) days of receiving the termination of tenancy notice, if any of the Tenants living in the Rental Unit from which the Tenants are to be displaced includes a Qualified Tenant, along with any reasonable proof of eligibility.

- 3. Permanent relocation assistance payments must be paid directly to the Tenant.
  - a. If a Rental Unit is occupied by two (2) or more Tenants, then each Tenant of the Rental Unit shall be paid a pro-rate share of the relocation assistance payment.
  - b. Landlord shall pay one-half of the relocation assistance due no later than fifteen (15) days following service of the termination of tenancy and the balance due no later than five (5) business days after the

Tenant has vacated the Rental Unit. If a Tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance provided pursuant to this Chapter shall be recoverable as damages in an action to recover possession.

B. Temporary Relocation Assistance. A Landlord must provide temporary relocation assistance to Tenants of a Rental Unit who are temporarily displaced due to repairs, rehabilitation of a Rental Unit, health and safety violations, or other work or activities that will make the Rental Unit an untenable dwelling, as defined in California Civil Code Section 1941.1, or will expose the Tenant to toxic or hazardous materials, or that cannot otherwise be completed while the Tenant remains in the Rental Unit.

1. Thirty (30) Days or Less. A Landlord must provide the Tenant a per-diem payment if the Tenant will be temporarily displaced for thirty (30) days or less.
2. Thirty-One (31) Days or More. A Landlord must provide the Tenant either a per-diem payment or comparable temporary accommodations, if available.
3. Per-Diem Payment.
  - a. Per-diem payment will be based on the Federal General Services Administration per-diem rate for lodging in the County of Los Angeles, which is updated on a yearly basis, unless otherwise agreed upon by the Landlord and Tenant, and may include any applicable transient occupancy taxes.
  - b. Upon mutual agreement by the Landlord and Tenant, per-diem payments may be paid directly to the Tenant, or in the event of a hotel, motel or short-term rental accommodations, directly to the hotel, motel or short-term rental.

4. Temporary Relocation Assistance payments will be made on a pro-rata basis to the eligible Tenant household.
  5. Temporary Hotel or Motel Accommodation. If relocation is to a hotel or motel, the Landlord must provide a hotel or motel accommodation which is safe, sanitary, and unless otherwise agreed upon by the Landlord and Tenant, within a reasonable distance of the Tenant's Rental Unit.
  6. The temporary displacement and relocation of a Tenant pursuant to this Section 5.63.040.B shall not terminate the Tenancy of the displaced Tenant. The displaced Tenant shall have the right to reoccupy his or her Rental Unit upon the completion of the work necessary for the Rental Unit to comply with housing, health, building or safety laws or any government order and the Tenant shall retain all rights of Tenancy that existed prior to the displacement.
  7. Nothing in this Section 5.63.040.B shall be construed as authorizing a Landlord to require a Tenant to vacate a unit, except as permitted under federal, state, or local law.
- C. No Waiver. A Tenant cannot waive his or her right to receive relocation assistance required by this Chapter.
- D. Any action brought by a Tenant for a violation of this Section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this Section.

**5.63.050. Tenant Buyout Agreements.**

- A. Landlord's Disclosure Prior to Buyout Offer. At the time a proposed buyout agreement is provided, the Landlord shall provide each Tenant in the Rental Unit a written disclosure, on a form approved by the Department, in English and in the Tenant's primary language if other than English translated at the Landlord's expense, that shall include all of the following:



1. A statement that the Tenant has a right not to enter into buyout negotiations or a buyout agreement;
2. A statement that the Tenant may choose to consult with an attorney before entering into a buyout agreement;
3. A statement that the Tenant may rescind the buyout agreement for up to thirty (30) days after it is fully executed;
4. A statement that the Tenant may contact the Department for information about other buyout agreements in the Tenant's neighborhood and other relevant information;
5. Any other information required by the Department consistent with the purpose and provisions of this Section; and
6. A space for each Tenant to sign and write the date the Landlord provided the Tenant with the disclosure.

B. Requirement for Buyout Agreements. The buyout agreement shall:

1. Be in writing in English and the language in which the buyout agreement was negotiated if other than English translated at the Landlord's expense. The Landlord shall give each Tenant a copy of the proposed buyout agreement at least forty-five (45) days before it is executed by the parties.
2. Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the Tenant:
  - a. "You may cancel this buyout agreement in writing at any time before the thirtieth (30th) day after all parties have signed this buyout agreement."
  - b. "You have a right not to enter into a buyout agreement."
  - c. "You may choose to consult with an attorney before signing this buyout agreement. The City of Bell Gardens Community Development Department may also have information about other buyout agreements in your neighborhood."

- C. Rescission of Buyout Agreement. A Tenant shall have the right to rescind a buyout agreement for up to thirty (30) days after its execution by all parties. In order to rescind a buyout agreement, the Tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the Landlord indicating that the Tenant has rescinded the buyout agreement.
- D. Filing of Buyout Agreement and Disclosure Notice. The Landlord shall provide the Tenant a copy of the fully executed buyout agreement within ten (10) days of execution. Landlord shall also file with the Department a copy of the executed buyout agreement, along with proof of service to the Tenant of the disclosure notice as required in this Section, within ten (10) days after the buyout agreement is executed by all parties.

#### **5.63.060. Retaliatory Eviction and Anti-Harassment.**

##### **A. Retaliatory Eviction.**

1. No Landlord may terminate a Tenancy or refuse to renew a Tenancy or otherwise cause a Tenant to vacate a Rental Unit, if the Landlord's ~~primary~~ intent in termination of the Tenancy or refusal to renew the Tenancy is retaliatory in nature, and if the Tenant is not in default as to the payment of Rent.
2. A Tenant may assert retaliation affirmatively or as a defense to the Landlord's action regardless of the period of time which has elapsed between the Tenant's assertion or exercise of rights under this Chapter and the alleged act of retaliation.
3. Retaliation against a Tenant because of the Tenant's exercise of rights under this Chapter is prohibited. Retaliation claims may only be brought in court and may not be addressed administratively. A court may consider the protections afforded by this Chapter in evaluating a claim of retaliation.

- ##### **B. Anti-Harassment.**
- No Landlord, or any person, acting as a principal or agent, offering a Rental Unit for Rent, or any contractor, subcontractor or employee of

the Landlord shall, with respect to property used as a Rental Unit under any Rental Agreement or other lawful Tenancy, do any of the following:

1. Interrupt, terminate, or fail to provide Housing Services required by Rental Agreement or by federal, State, or local housing, health, or safety laws, or threaten to do so, or violate California Civil Code sections 789.3 and 1940.2;
2. Do any of the actions in bad faith:
  - a. Fail to perform repairs and maintenance required by Rental Agreement or by federal, State, or local laws;
  - b. Fail to exercise due diligence in completing repairs and maintenance once undertaken;
  - c. Fail to follow appropriate industry repair, containment, or remediation protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;
  - d. Conduct elective renovation or construction of Rental Unit for the purpose of harassing a Tenant;
  - e. Refuse to acknowledge or accept receipt of a Tenant's lawful Rent payment as set forth in a Rental Agreement, by usual practice of the parties, or in a notice to pay Rent or quit;
  - f. Refuse to cash or process a rent check or other form of acceptable Rent payment for over thirty (30) days after it is tendered;
  - g. Fail to maintain a current address, in addition to any electronic payment methods, for delivery of Rent payments;
  - h. 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;

- i. Release information protected by the Tenant's right to privacy except as required or authorized by law; or
  - j. Request or demand an unreasonable amount of information from Tenant in response to a request for reasonable accommodation.
- 3. Abuse the right of access into a Rental Unit as established by California Civil Code section 1954 or other applicable 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 certain Tenants or are used to collect evidence against the occupant or otherwise beyond the scope of an otherwise lawful entry.
- 4. Influence or attempt to influence a Tenant to vacate a Rental Unit through fraud, misrepresentation, intimidation or coercion, which shall include threatening to report a Tenant to the United States Department of Homeland Security.
- 5. Threaten the Tenant, by word or gesture, with physical harm, or repeatedly mistreat an occupant of a Rental Unit during in-person conversations, through social media postings or messages, or other communications, with language, verbal or written, that a reasonable person would consider likely to cause fear or provoke an immediate violent reaction.
- 6. Violate any law which prohibits discrimination 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.
- 7. Take action to terminate any Tenancy including service of any notice to quit or other eviction notice or bring any action to recover possession of a Rental Unit based upon facts which the Landlord has no reasonable cause

to believe to be true or upon a legal theory which is untenable under the facts known to the Landlord. No Landlord shall be liable under this Subsection for bringing an action to recover possession unless and until the Tenant has obtained a favorable termination of that action.

8. Remove from the Rental Unit personal property, furnishings, or any other items without the prior written consent of the Tenant, except when done pursuant to enforcement of a legal termination of Tenancy.
9. Provide false written or verbal information regarding any federal, State, or local Tenant protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice.
10. Offer payments to:
  - a. A Tenant to vacate, including a Buyout Agreement offer, more frequently than once every six (6) months, after the Tenant has notified the Landlord in writing that the Tenant does not desire to receive further offers of payments to vacate.
  - b. Attempt to coerce the Tenant to vacate accompanied with threats or intimidation. This shall not include settlement offers in pending eviction actions made in good faith and not accompanied with threats or intimidation.
11. Interfere with a Tenant's right to quiet use and enjoyment of a Rental Unit as that right is defined by law.
12. Commit repeated 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 such Rental Unit and 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.
13. Interfere with the right of Tenants to organize as Tenants and engage in concerted activities with other Tenants for the purpose of mutual aid and

protection; provide property access to tenant organizers, advocates, or representatives working with or on behalf of Tenants living at a property; convene tenant or tenant organization meetings in an appropriate space accessible to Tenants under the terms of their Rental Agreement; or distribute and post literature in common areas, including lobby areas and bulletin boards, informing other Tenants of their rights and of opportunities to involve themselves in organized tenant activities.

C. Remedies and Penalties. For the purposes of this Section

1. If any Landlord or any person, acting as a principal or agent, offering a Rental Unit for rent, or any contractor, subcontractor, or employee of the Landlord violates the terms of this Section, an aggrieved Tenant may institute a civil action, as allowed under Section 5.63.100, for injunctive relief, direct money damages, and any other relief that the court deems appropriate.
2. The above remedies are not exclusive and do not preclude any Tenant from seeking other remedies or penalties provided by this Chapter or applicable law. No administrative remedy need be exhausted prior to filing suit pursuant to this Section.

**5.63.070. Notices to Tenants.**

- A. Mandatory Notices to Tenants. Landlords must provide to each Tenant, prior to, or at the time of agreeing to rent or lease a Rental Unit, a notice of Tenant rights under this Chapter. The Department shall publish a form notice of Tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances.
1. When entering into a Rental Agreement, by including a copy of the form notice as an exhibit or attachment to the written Rental Agreement;
  2. When renewing a Rental Agreement; and

- B. If the Rental Agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of Tenant rights in English and the language in which the Rental Agreement was negotiated or written.

**5.63.080. Enforcement.**

- A. Enforcement Authority. The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.
- B. The Director of the Department, or designee, may develop and publish procedures and guidelines to aid in the implementation of this Chapter.

**5.63.090. Administrative Citations.**

- A. Administrative Citation. Any Landlord or Tenant who violates any provision of this Chapter, or Department's procedures and guidelines, is subject to an administrative fine ~~not to exceed One Thousand Dollars (\$1,000)~~ as set in a schedule of fines adopted by resolution by the city council as provided in Chapter 1.16 of the Code.
- B. Remedies are Cumulative. Each day that a violation continues shall constitute a separate and distinct offense for which an administrative fine may be imposed. The remedies set forth in this section are cumulative and in addition to any other penalty provided by law, including any remedies which may be sought in a civil action. The provisions of this Chapter shall not be construed as limiting any party's right to obtain relief to which he or she may be entitled at law or in equity.
- C. Notices of Violation and Administrative Fine. If the Department determines that a Landlord or Tenant has violated this Chapter, the Department may issue notices of violation and administrative fine in accordance with the authority and procedures set forth in Chapter 1.16 of the Code.
- D. Administrative Appeals and Judicial Review.

1. Administrative Appeal. Any Landlord or Tenant who receives a notice of administrative fine may request an administrative hearing before a hearing officer in accordance with Chapter 1.16 of the Code.
2. Judicial Review of Hearing Officer Decision. Any Landlord or Tenant may seek judicial review of a hearing officer's decision pertaining to the imposition of an administrative fine in accordance Chapter 1.16 of the Code.

**5.63.100. Remedies.**

- A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant who will fairly and adequately represent the Tenant's interest, including the City, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction for violation of this Chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this Chapter. The court may award reasonable attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.
- B. Civil Penalty. Any person violating any of the provisions, or failing to comply with any of the requirements of this Chapter, may be liable for a civil penalty not to exceed One Thousand Dollars (\$1,000) for each violation.
- C. Criminal Penalty. Any person violating any of the provisions or failing to comply with any of the requirements of this Chapter, shall be guilty of a misdemeanor and punished by a fine of not more than One Thousand Dollars (\$1,000), or by imprisonment in the county jail for a period of not more than six (6) months, or by both.
- D. Defense to Eviction. A Tenant may assert as an affirmative defense any violation of the provisions of this Chapter in any action by a Landlord to recover possession of a Rental Unit.



D.E. Each violation of any provision of this Chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.

E.F. The above remedies are not exclusive and do not preclude the City or any Tenant from seeking other remedies or penalties provided by applicable law.

**5.63.110. Waiver.** Any waiver of rights under this Chapter shall be void as contrary to public policy.

**5.63.120. Severability.** If any provision of this Chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Chapter are declared to be severable.

~~**5.63.130. Automatic Expiration.** The Chapter shall expire and be of no further force or effect on January 1, 2030, unless otherwise extended by action of the City Council prior thereto.~~

**SECTION 4. Inconsistent Provisions.** Any provision of the Bell Gardens Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to implement the provisions of this Interim Ordinance.

**SECTION 5. Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The

City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause, or phrase would be subsequently declared invalid or unconstitutional.

**SECTION 6.** **Compliance with California Environmental Quality Act.** The City Council finds that this Ordinance is not subject to the California Environmental Quality Act pursuant to Section 15060(c)(2), constituting an activity that will not result in a direct or reasonably foreseeable indirect physical change in the environment, and pursuant to Section 15060(c)(3) constituting an activity that is not a project as defined in Section 15378.

**SECTION 7.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions might subsequently be declared invalid or unconstitutional.

**SECTION 8.** The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law. This Ordinance shall become effective thirty (30) days after the date of its adoption.

**PASSED, APPROVED, AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2022.

**THE CITY OF BELL GARDENS**

Maria Pulido, Mayor

**APPROVED AS TO FORM:**

**ATTEST:**

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Rick Olivarez  
City Attorney

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Vanessa Quiroz  
Acting City Clerk