

ORDINANCE NO. 737

AN ORDINANCE OF THE CITY OF CUDAHY, CALIFORNIA REPEALING CHAPTER 5.12 “RENTAL PROPERTY”, TITLE 5, BUSINESS LICENSES AND REGULATIONS, OF THE CUDAHY MUNICIPAL CODE AND ADDING NEW CHAPTER 5.14 “TENANT PROTECTIONS” TO TITLE 5 ESTABLISHING JUST CAUSE EVICTION PROTECTIONS AND OTHER TENANT PROTECTIONS APPLICABLE TO CERTAIN RESIDENTIAL TENANCIES IN THE CITY

WHEREAS, the City of Cudahy ("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 that promote the public health, safety, or general welfare of the community, and are not in conflict with general laws; and

WHEREAS, cities across Los Angeles County and throughout the State of California are experiencing a housing shortage and affordability crisis, which drives housing insecurity and homelessness; and

WHEREAS, per the U.S. Department of Housing and Urban Development (HUD), in 2023 the median monthly rent for a two-bedroom apartment in Los Angeles County is \$2,222, representing an 8.7% increase over the following year; and

WHEREAS, per the U.S. Census Bureau, the median household income in the City is \$47,050, compared to \$76,367 in Los Angeles County; and

WHEREAS, according to the City’s Housing Element 2021-2029 (“Housing Element”) approximately 85% of households in the City are renter occupied. Of the renter-occupied households, 56.3% are rent burdened, paying more than 30% of gross income on housing; and 10.2% are severely rent burdened, paying more than half of gross income on housing; and

WHEREAS, with high housing costs, low incomes and critical affordable housing shortages, many residents in the City struggle to pay for housing and meet other basic needs such as food, clothing, transportation and healthcare; and

WHEREAS, housing instability has been associated with other disruptive effects on vulnerable populations such as overcrowding, poorer health, and negative outcomes for children; and

WHEREAS, widespread housing insecurity and rent burdened households leads to heightened risk of displacement and homelessness, given the shortage of affordable housing in the City and region, and threatens the public health, safety, and welfare of City residents; and

WHEREAS, evictions, without just cause, can be destabilizing and can create particular hardships for individuals and households of limited means, due to stress and anxiety experienced by those displaced, increased commute times and traffic impacts if displaced persons cannot find affordable housing near their workplace; and interruption of education for school-age children in the home; and

WHEREAS, an eviction can remain on a renter's credit history, impacting that persons' ability to rent elsewhere and find employment opportunities; and

WHEREAS, the City Council has received public testimony at multiple meetings from City residents who declared that they and their neighbors were reluctant to register complaints against their landlords over unsuitable living conditions and/or violations of their leases by landlords or management companies, based on a fear of being evicted without just cause; and

WHEREAS, the City Council of the City of Cudahy ("City Council") formed an Ad Hoc Committee (the "Ad Hoc Committee") at the City Council meeting of July 19, 2022, to analyze and study the issue of rent control and related policies to formulate legislative or other appropriate recommendations for City Council consideration; and

WHEREAS, on April 11, 2023, City staff provided an update to the City Council on the Ad Hoc Committee's efforts and the City Council directed staff to prepare a rent stabilization ordinance and a tenant eviction protections ordinance for future consideration by the City Council; and

WHEREAS, on May 16, 2023, the City Council received public testimony and an update from staff, and provided further direction regarding consideration of a rent stabilization ordinance and a tenant eviction protections ordinance; and

WHEREAS, on May 19, 2023, the City Clerk posted a Notice of Public Hearing in accordance with the City's public notice requirements regarding adoption of an ordinance repealing Chapter 5.12 "Rental Property" of the Cudahy Municipal Code and adding Chapter 5.14 "Tenant Protections" to Title 5 of the Cudahy Municipal Code ("Municipal Code"), establishing Just Cause Eviction Protections and other Tenant Protections applicable to certain residential tenancies in the City; and

WHEREAS, on May 30, 2023, the City Council heard public testimony under Agenda Item No. 5A regarding adoption of an ordinance repealing Chapter 5.12 "Rental Property" of the Municipal Code and adding Chapter 5.14 "Tenant Protections" to Title 5 of the Municipal Code, establishing Just Cause Eviction Protections and other Tenant Protections applicable to certain residential tenancies in the City; and

WHEREAS, the California Tenant Protection Act of 2019 (the "Tenant Protection Act") went into effect on January 1, 2020. Among other provisions, the Tenant Protection Act prohibits an owner of residential property, with certain exceptions, from terminating a tenancy without just cause, (Civil Code Section 1946.2); and

WHEREAS, based on the foregoing, for the preservation of public health, safety, and general welfare of the community, the City Council finds that it is in the interest of the City, to enact and enforce regulations related to just cause termination of tenancies in the City, and provide additional tenant protections regulating the relations between residential landlords and tenants; and

WHEREAS, the protections provided in this Ordinance are more protective 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; and

WHEREAS, this Ordinance intends to comply with the Tenant Protection Act and all other applicable state laws.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES HEREBY ORDAIN AS FOLLOWS:

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

SECTION 2. Chapter 5.12 “Rental Property” of Title 5 of the Cudahy Municipal Code is hereby repealed and deleted in its entirety.

SECTION 2. Chapter 5.14 is hereby added to Title 5 of the Cudahy Municipal Code in its entirety as shown on Exhibit “A”, attached hereto and incorporated by reference herein.

SECTION 3. Inconsistent Provisions. Any provision of the Cudahy 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 Ordinance.

SECTION 4. 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 5. 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 6. 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 _____ 2023.

THE CITY OF CUDAHY

Daisy Lomelí, Mayor

APPROVED AS TO FORM:

ATTEST:

Stephanie Arechiga
City Attorney

Richard Iglesias
City Clerk

EXHIBIT A

CUDAHY MUNICIPAL CODE
TITLE 5 - BUSINESS LICENSES AND REGULATIONS
CHAPTER 5.14 – JUST CAUSE TENANT PROTECTIONS

Article I. Title, Purpose, Definitions and Applicability

- 5.14.010 Title
- 5.14.020 Purpose and Applicability
- 5.14.030 Definitions

Article II. General Provisions

- 5.14.040 Termination of Tenancy
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- 5.14.060 No-Fault Termination of Tenancy
- 5.14.070 Relocation Assistance
- 5.14.080 Tenant Buyout Agreements
- 5.14.090 Retaliatory Eviction and Anti-Harassment
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Article I. Title, Purpose, Applicability and Definitions

5.14.010. Title.

This Chapter shall be known as the tenant protections ordinance of the city.

5.14.020. 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.

5.14.030. 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 5.14.080 by which a Tenant, typically in consideration for monetary payment, agrees to vacate a Rental Unit.
- B. **"City"** means the City of Cudahy.
- C. **"Code"** means the City of Cudahy Municipal Code.
- D. **"Department"** means the Community Development Department of the City of Cudahy, 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.
- 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.

- 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.
- 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.
- J. "**Mobilehome**" means any mobilehome as defined under California Civil Code Section 798.3.
- 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.
- 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 Cudahy, 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.
- 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.
- 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 Cudahy 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.

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

Article II. General Provisions

5.14.040. 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 as specified in Sections 5.14.050 and 5.14.060.
- 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.
 - 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.
 - 3. The Landlord qualifies the termination as For Cause or No-Fault.
 - 4. If the termination is a No Fault termination, the Landlord has provided the Tenant with the notice of relocation assistance required by Section 5.14.070.

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.

5.14.050. For-Cause Termination of Tenancy.

A. **For Cause Termination of Tenancy.** If a Landlord can show any of the following circumstances with respect to a termination of Tenancy of 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 Rental 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 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.

5.14.060. No-Fault Termination of Tenancy.

- A. **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 laws.
 - i. Amendments to the Ellis Act. In the case of any amendment to the Ellis Act, or any other provision of State law which amendment is inconsistent with this Section, this Section shall be deemed to be amended to be consistent with State law, and to the extent it cannot be so amended shall be interpreted to be effective as previously adopted to the maximum extent possible.
 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 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.

- 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 Rental Unit at the Rent previously charged plus any annual Rent increases allowed under Chapter 5.13 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.

B. All No-Fault terminations of Tenancy are eligible for relocation assistance.

5.14.070. Relocation Assistance.

A. Permanent Relocation Assistance. When relocation assistance must be paid to Tenants who are evicted from their Rental Unit pursuant to Section 5.14.060, 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 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 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.

5.14.080. 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 the agreement 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 Cudahy 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.

5.14.090. 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 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 a 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 5.14.130, 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.

5.14.100. 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 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.

Article III. Administration and Enforcement

5.14.110. 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.
- C. The Department may collect data regarding residential evictions in the City, in an effort to help the City better understand rental housing and its impacts on renters and housing providers, and inform the need to develop and implement additional ordinances or policies regarding residential housing.

5.14.120. 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 as set in a schedule of fines adopted by resolution by the city council as provided in Chapter 1.40 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 1.40 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 1.40 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 1.40 of the Code.

5.14.130. 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 a Landlord's failure to comply with the provisions of this Chapter in any action by a Landlord to recover possession of a Rental Unit.
- 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.
- 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.

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

5.14.150. 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.