

ORDINANCE NO. 23XX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE X ("JUST CAUSE FOR EVICTION") OF TITLE 17 ("HEALTH AND SANITATION") OF THE SOUTH PASADENA MUNICIPAL CODE

THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA,
DOES ORDAIN AS FOLLOWS:

Section 1. Findings. In accordance with California Civil Code Section 1946.2(g)(1)(B), the City Council finds that the provisions of this just cause eviction provisions set forth in this Ordinance are more protective than those required under the Tenant Protection Act of 2019, Assembly Bill 1482 ("AB 1482"), in that the protections set forth under this Ordinance are consistent with the just cause eviction provisions under AB 1482 and this Ordinance limits the reasons for termination of a residential tenancy and provides additional tenant protections that are not prohibited by any other provision of law.

Section 2. Code Amendment. Article X ("Just Cause for Eviction") of Title 17 ("Health and Sanitation") of the South Pasadena Municipal Code is hereby amended in its entirety to read as follows:

"17.106 Termination of Tenancy and Applicability. Notwithstanding any other law, if a tenant has continuously and lawfully occupied a residential real property for 12 months, the owner of the residential real property shall not terminate the tenancy without just cause, which shall be stated in the written notice to terminate tenancy, as described in Section 17.109(b) below. For purposes of this Article X, "just cause" includes either "at-fault just cause" or "no-fault just cause" as defined in Section 17.107 and Section 17.108.

If any additional adult tenant has been added to the lease before an existing tenant had continuously and lawfully occupied the residential real property for 24 months, then this subdivision shall only apply if either of the following are satisfied: (1) All of the tenants have continuously and lawfully occupied the residential real property for 12 months or more. (2) At least one tenant of multiple tenants has continuously and lawfully occupied the residential real property for 24 months or more.

17.107 At-Fault Just Cause.

For purposes of this Article, "at-fault just cause" includes any of the following:

(a) Default in the payment of rent.

(b) A breach of a material term of the lease, as described in paragraph (3) of Section 1161 of the California Code of Civil Procedure, including, but not limited to,

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

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

17.111 Tenant Protections for Necessary and Substantial Repairs.

(a) Necessary and Substantial Repairs ("Necessary and Substantial Repairs") shall not be a valid basis for a "no-fault just cause" termination of tenancy under Section 17.108 of this Article. Necessary and Substantial Repairs include an owner's undertaking in good faith of substantial repairs that are necessary to bring the residential real property and/or rental unit into compliance with housing, health, building or other applicable codes and laws and/or codes and laws affecting the health and safety of tenants of the building; replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit from a governmental agency; and the abatement of hazardous materials, including lead-based paint, mold or asbestos, in accordance with federal, state and local laws. Necessary and Substantial Repairs do not include cosmetic improvements.

(1) If the Necessary and Substantial Repairs result in untenable conditions in the residential real property that require the tenant to temporarily vacate, the owner shall provide the tenant with relocation benefits as set forth in paragraph (5) herein. Untenable conditions include the conditions described in California Civil Code Section 1941.1 and any other condition that renders the residential real property in violation of health, safety, and habitability codes and laws, including exposure of the tenant to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos or any other condition that makes the rental unit incapable of being safely occupied.

(2) The owner shall not commence Necessary and Substantial Repairs unless the owner has obtained all necessary building permits from the City of South Pasadena and has provided written notice to the tenant that includes the tenant's right to temporary relocation benefits pursuant to this section; a description of the repairs to be completed, the expected duration of the repairs, the expected duration of the temporary untenable conditions, and mitigation measures to be taken; and a copy of the permits necessary to undertake the repairs. Notice shall be provided in the primary language of the tenant. If the abatement of hazardous materials does not require any permit, the owner shall provide with the written notice a copy of the signed contract with the contractor hired by the owner to complete the substantial remodel, that reasonably details the work that will be undertaken to abate the hazardous materials. Written notice should be provided to the tenant at least thirty (30) days prior to commencement of the Necessary and Substantial Repairs. If the Necessary and Substantial Repairs are in response to an emergency, then written notice shall be provided to the tenant as soon as practicable and in no event less than 24 hours prior.

(3) The owner shall mitigate untenable conditions resulting from Necessary and Substantial Repairs either through actions to ensure that the tenant can safely remain in their rental unit as set forth in paragraph (4) below or by providing relocation benefits as set forth in paragraph (5) below. These two mitigation measures

should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the Necessary and Substantial Repairs.

(4) In order to mitigate temporary untenable conditions, if the tenant remains in their rental unit and in accordance with paragraph (3), the owner shall:

(A) Provide mitigation measures that will meet the standards set forth in applicable housing, health, building and safety laws, unless temporary relocation benefits are provided;

(B) Provide the tenant with notice of the scheduled construction hours;

(C) Provide for protection of tenant's personal property during construction;

(D) Provide for reasonable alternative parking for a tenant otherwise entitled to parking;

(E) Provide for protection of tenants to exposure at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos;

(F) Take reasonable steps to prevent the disruption of major systems during construction;

(G) Take reasonable steps to limit noise and dust within the unit from construction;

(H) Provide for the safe storage of construction equipment and materials;

(I) Provide for the safe ingress and egress of tenant and tenant's guests;

(J) Conform to permitted construction hours under this code or project permits; and

(K) Post a notification to tenants 30 days prior to commencement of Necessary and Substantial Repair activities in an easily observable location at or near tenant entrances, which notice shall state the expected duration of the construction work and briefly describe the nature of the work and mitigation measures to be taken, and shall remain posted throughout the course of construction. Such notice shall be in the primary language(s) of all tenants of the residential real property. If the Necessary and Substantial Repairs are in response to an emergency, then written notice shall be provided to the tenant as soon as practicable and in no event less than 24 hours prior.

(5) When the Necessary and Substantial Repairs necessitate that the tenant temporarily vacate the rental unit as described in paragraphs (1) and (3), the

owner shall provide the tenant with the following temporary relocation benefits during the temporary displacement period:

(A) Owner shall advance to the tenant at the time that they vacate, based on a reasonable estimate of the displacement duration, and every 15 days thereafter as needed:

(i) A per-diem payment in an amount based on a daily rate equal to two (2) times the daily pro-rata portion of the rental rate of the tenant's rental unit plus an amount based on the most recent Federal General Services Administration per-diem rates for Los Angeles County for meals and incidentals per tenant or occupant who is 12 years of age or older and is listed on the most current lease agreement.

(B) Owner shall have the option, in lieu of providing relocation assistance in accordance with paragraph (A), of providing the tenant with comparable housing owned by the owner within the same building or in another building owned by Owner at any time during the period of displacement, subject to the following:

(i) If the owner provides comparable housing at any time during the period of displacement, the tenant shall be entitled to remain at the same comparable housing during the period of displacement.

(C) Owner shall pay the actual costs of moving and storage if tenant is required to remove personal property from the rental unit. Owner may provide a storage facility within a five (5) mile radius of tenant's rental unit.

(D) The displacement and relocation of a tenant pursuant to this paragraph (5) shall not terminate the tenancy of the displaced tenant. The displaced tenant shall have the right to reoccupy his/her/their rental unit upon the completion of the Substantial and Necessary Repairs necessitating the tenant to temporarily vacate the rental unit.

(b) Option to voluntarily terminate tenancy.

(1) If the temporary untenable conditions of a rental unit are projected to persist for thirty (30) days or more, the tenant of the rental unit shall have the option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of section 17.112 below, and the return of any security deposit that cannot be retained by the owner under applicable law.

(2) If the temporary untenable conditions of a rental unit continue for 30 days longer than the projected completion date of the work, as set forth in the written notice to tenant required by Section 17.111(a)(2), the tenant's option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of section 17.112 below shall be renewed.

17.112 Tenant Buyout Agreements.

(a) Notice of Buyout Agreement. At the time Owner provides notice to the tenant of the commencement of the Necessary and Substantial Repairs as set forth in

Section 17.111(a)(2), Owner shall provide notice of tenant's option to voluntarily terminate their tenancy pursuant to a tenant buyout agreement. The notice shall be in the form approved by the Housing Division and Owner shall include the exact manner in which owner should be contacted by tenant in order to receive a buyout agreement. Notice shall be provided in the primary language of the tenant.

(b) Owner's Disclosure Prior to Buyout Offer. At the same time a proposed buyout agreement is provided, the owner shall provide each tenant in the rental unit a written disclosure in the primary language of the tenant, on a form approved by the Housing Division, translated at the owner'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 five (5) days after it is fully executed;

(4) A statement that the tenant may contact the Housing Division for information about other buyout agreements in the tenant's neighborhood and other relevant information;

(5) Any other information required by the Housing Division consistent with the purpose and provisions of this Section; and

(6) A space for each tenant to sign and write the date the owner provided the tenant with the disclosure notice.

(b) Requirement for Buyout Agreements. A buyout agreement that does not satisfy all the requirements of this Section shall be deemed void and of no force or effect. In such case, the owner shall be required to provide the tenant temporary relocation assistance as set forth in Section 17.111.

(1) The buyout agreement shall be in writing in the primary language of the tenant, translated at the owner's expense.

(2) The buyout agreement shall include the following statement in bold letters in at least 12-point in close proximity to the space reserved for the signature of the tenant:

(A) "You, the tenant, may cancel this buyout agreement in writing at any time on or before the fifth (5th) 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 South Pasadena Housing Division may also have information about other buyout agreements in your neighborhood."

(3) The owner shall specify in the buyout agreement the exact manner in which the tenant shall contact the landlord should the tenant decide to cancel or rescind the buyout agreement.

(c) The owner shall provide to the tenant a copy of the fully executed buyout agreement with proof of personal service within one day of owner's receipt of the fully executed buyout agreement.

(d) Rescission of Buyout Agreement. A tenant shall have the right to rescind a buyout agreement for up to five (5) days after the fully executed buyout agreement with a proof of service is provided to the tenant. In order to rescind a Buyout Agreement, the tenant must hand-deliver, email, or send by certified mail, return receipt requested, as specified in the buyout agreement, a statement to the owner indicating that the tenant has rescinded the buyout agreement. Owner shall provide written notice to the Housing Division within ten (10) days if the tenant has rescinded the buyout agreement.

(e) Filing of Buyout Agreement and Disclosure Notice. The owner shall file with the Housing Division a copy of the executed buyout agreement and disclosure notice, 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.

17.113 Exemptions

(a) This Article X shall not apply to the following types of residential real properties or residential circumstances:

(1) Transient and tourist hotel occupancy as defined in subdivision (b) of Section 1940 of the California Civil Code.

(2) Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly, as defined in Section 1569.2 of the California Health and Safety Code, or an adult residential facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and Procedures published by the California State Department of Social Services.

(3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive, school.

(4) Housing accommodations in which the tenant shares bathroom or kitchen facilities with the owner who maintains their principal residence at the residential real property.

(5) Single-family owner-occupied residences, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or a junior accessory dwelling unit.

(6) A duplex in which the owner occupied one of the units as the owner's principal place of residence at the beginning of the tenancy, so long as the owner continues in occupancy.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

(8) Residential real property that is alienable separate from the title to any other dwelling unit, provided that both of the following apply:

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

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

(ii) A corporation.

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

(B) The tenants have been provided written notice that the residential property is exempt from this section.

(9) Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the California Health and Safety Code or comparable federal statutes.

17.114 Notices Related to Existence of Provisions; Waiver and Remedies.

(a) An owner of residential real property, with a tenancy existing prior to December 31, 2019, and subject to this section, shall provide written notice to the tenant as follows:

"South Pasadena law provides that after a tenant has continuously and lawfully occupied a property for 12 months or more, or at least one tenant of multiple tenants has continuously and lawfully occupied the property for 24 months or more, the landlord must provide a statement of cause in any notice to terminate a tenancy."

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

(b) Any waiver of the rights under this section shall be void as contrary to public policy.

(c) An owner's failure to strictly comply with this Article X shall render a notice of termination of a tenancy void and shall be an affirmative defense to an unlawful detainer action.

17.115 Definitions.

For the purposes of this section, the following definitions shall apply:

(a) "Owner" and "residential real property" have the same meaning as those terms are defined in Section 1954.51 of the California Civil Code.

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

17.116 Administrative Regulations

To implement and enforce this Article X, the City Manager may adopt administrative procedures, regulations and guidelines consistent with the provisions of this Article X. These administrative procedures, regulations and guidelines shall have the force and effect of law and may be relied upon by the parties to determine their rights and responsibilities under this Chapter. Such administrative procedures, regulations and guidelines shall be posted at City Hall or on the City's website or made available by the City when so adopted.

Section 3. CEQA. The City Council hereby finds and determines that this ordinance is not subject to the requirements of the California Environmental Quality Act ("CEQA"), pursuant to CEQA Guideline section 15183 ("Action Consistent with General Plan and Zoning"); section 15378 ("No Project"), and section 15061(b)(3) ("No Significant Environmental Impact").

Section 4. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, or otherwise not in force or effect, such decision shall not affect the validity, force, or effect, of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or otherwise not in force or effect.

Section 5. Effective Date. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

**PASSED, APPROVED, and ADOPTED ON this 15th day of November,
2023.**

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk
(seal)

Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 15th day of November 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Deputy City Clerk