

ORDINANCE NO. 1721

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUENA PARK, CALIFORNIA AMENDING TITLE 8 (HEALTH, SAFETY AND WELFARE) OF THE BUENA PARK MUNICIPAL CODE BY ADDING CHAPTER 8.60 (JUST CAUSE TENANT PROTECTIONS)

A. RECITALS

(i) The California Legislature adopted the Tenant Protection Act of 2019 (Civil Code section 1946.2 *et seq.*, the “Act”) which, as of January 1, 2020, provides “just cause” eviction protections to qualifying tenants of certain residential real property;

(ii) The Act, in subsection (g)(1)(B) of Civil Code Section 1946.2, states that a local ordinance requiring “just cause” for landlords to terminate a residential tenancy is valid and will prevail over the Act so long as the just cause eviction protections in the local ordinance are consistent with the Act and, so long as the ordinance, as supported by binding legislative findings of the local government, is “more protective” than the Act by: further limiting the reasons for terminating a residential tenancy, providing for higher relocation assistance, or providing additional tenant protections that are not otherwise prohibited by law;

(iii) The City of Buena Park (“City”) is a California charter city with plenary authority over all “municipal affairs,” in addition to the broad “police powers” vested in municipalities by California’s Constitution, pursuant to which the City may make and enforce laws necessary to protect and preserve the health, safety, and general welfare of its residents;

(iv) Pursuant to this broad authority and express authorization in the Act, the City Council for the City of Buena Park (“City Council”) finds it necessary and appropriate to adopt a local ordinance establishing “just cause” eviction protections that are both consistent with the just cause projections of the Act and “more protective” than the Act in specified circumstances; and

(v) Based upon all matters presented to it in connection with its consideration of this ordinance, the City Council finds and declares that the legislative findings and declarations made herein are true, correct, and binding, and that all legal prerequisites to the adoption of this ordinance have been duly performed.

B. ORDINANCE

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BUENA PARK DOES ORDAIN AS FOLLOWS:

SECTION 1. Title 8 (HEALTH AND SAFETY) of the Buena Park Municipal Code is hereby amended by adding Chapter 8.60 (JUST CAUSE TENANT PROTECTIONS) to read as follows:

CHAPTER 8.60

JUST CAUSE TENANT PROTECTIONS.

Section 8.60.010

Findings and Purpose

Section 8.60.020

Definitions

Section 8.60.030

Just Cause Required for Terminating a Residential Tenancy; Just Cause Defined

Section 8.60.040

Notices to Terminate a Tenancy for Curable Lease Violations and No-Fault Just Cause

Section 8.60.050

Relocation Assistance; Specified Circumstances

Section 8.60.060

Notice to Tenants of California Limits on Rent Increases

Section 8.60.070

Exclusions from Chapter

Section 8.60.080

Waiver of Rights Ineffective

Section 8.60.090

Violations and Enforcement

Section 8.60.010

Findings and Purpose.

In compliance with subdivision (g)(1)(B) of California Civil Code Section 1946.2, the City Council for the City of Buena Park finds and declares that:

A. The provisions of this chapter requiring “just cause” for termination of a residential tenancy are consistent with Section 1946.2 of the Civil Code; and

B. The provisions of this chapter are more protective than Section 1946.2 of the Civil Code by providing for higher relocation assistance and the imposition of civil penalties in specified circumstances, and by including additional tenant protections that are not prohibited by any other provision of law.

Section 8.60.020

Definitions.

In addition to the terms and phrases otherwise defined in this chapter, the following terms shall have the meaning given:

"Owner" includes any person, acting as principal or through an agent, having the right to offer residential real property for rent, and includes a predecessor in interest to the owner, except that this term does not include the owner or operator of a mobilehome park, or the owner of a mobilehome or his or her agent.

"Residential real property" includes any dwelling or unit that is intended for human habitation.

"Tenancy" means the lawful occupation of residential real property and includes a lease or sublease, and “tenant” means an individual in lawful occupation of residential real property and includes a lease or sublease.

Section 8.60.030

Just Cause Required for Terminating a Residential Tenancy; Just Cause Defined.

A. Notwithstanding any other law, after 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. If any additional adult tenants are added to the lease before an existing tenant has 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. One or more tenants have continuously and lawfully occupied the residential real property for 24 months or more.

B. For purposes of this chapter, "just cause" includes either at-fault just cause or no-fault just cause:

1. "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, violation of a provision of the lease after being issued a written notice to correct the violation.

- c. Maintaining, committing, or permitting the maintenance or commission of a nuisance as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

- d. Committing waste as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

- e. The tenant had a written lease that terminated on or after January 1, 2020, and after a written request or demand from the owner, the tenant has refused to execute a written extension or renewal of the lease for an additional term of similar duration with similar provisions, provided that those terms do not violate this chapter or any other provision of law.

- f. Criminal activity by the tenant on the residential real property, including any common areas, or any criminal activity or criminal threat, as defined in subdivision (a) of Section 422 of the California Penal Code, on or off the residential real property, that is directed at any owner or agent of the owner of the residential real property.

- g. Assigning or subletting the premises in violation of the tenant's lease, as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

- h. The tenant's refusal to allow the owner to enter the residential real property as authorized by Sections 1101.5 and 1954 of the California Civil Code, and Sections 13113.7 and 17926.1 of the California Health and Safety Code.

i. Using the premises for an unlawful purpose as described in paragraph (4) of Section 1161 of the California Code of Civil Procedure.

j. The employee, agent, or licensee's failure to vacate after their termination as an employee, agent, or a licensee as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure.

k. When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in Section 1946 of the California Civil Code of the tenant's intention to terminate the hiring of the real property, or makes a written offer to surrender that is accepted in writing by the landlord, but fails to deliver possession at the time specified in that written notice as described in paragraph (5) of Section 1161 of the California Code of Civil Procedure.

2. "No-fault just cause" includes any of the following:

a. Intent to occupy the residential real property by the owner or their spouse, domestic partner, children, grandchildren, parents, or grandparents.

i. For leases entered into on or after July 1, 2020, paragraph (B)(2)(a) of this section shall apply unless the tenant agrees, in writing, to the termination, or if a provision of the lease allows the owner to terminate the lease if the owner, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the residential real property.

ii. The addition of a provision allowing the owner to terminate the lease as described in paragraph (B)(2)(a) of this section to a new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of paragraph (B)(1)(e) of this section.

b. Withdrawal of the residential real property from the rental market.

c. The owner complying with any of the following:

i. An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property.

ii. An order issued by a government agency or court to vacate the residential real property.

iii. A local ordinance that necessitates vacating the residential real property.

d. Intent to demolish or to substantially remodel the residential real property.

i. For purposes of this chapter, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a

safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 30 days. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as a substantial model.

ii. Before an owner of residential real property issues a notice to terminate a tenancy for no-fault just cause described in paragraph (B)(2)(d) of this section, the owner shall have obtained all necessary permits for the demolition or remodeling work from all applicable governmental agencies. In the case of a permit issued by the City, the permit issuance will be conditioned upon the owner providing a complete list of all tenants whose tenancies will be terminated in connection with the permitted work.

Section 8.60.040**Notices to Terminate a Tenancy for Curable Lease Violations and No-Fault Just Cause.**

A. Before an owner of residential real property issues a notice to terminate a tenancy for just cause that is a curable lease violation, the owner shall first give notice of the lease violation to the tenant with an opportunity to cure the violation pursuant to paragraph (3) of Section 1161 of the California Code of Civil Procedure. If the violation is not cured within the time period set forth in the notice, a three-day notice to quit without an opportunity to cure may thereafter be served to terminate the tenancy.

B. If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall include written notice of the tenant's right to relocation assistance or rent waiver pursuant to Section 8.60.050 of this chapter. If the owner elects to waive the rent for the final month(s) under paragraph (A)(2) of Section 8.60.050, the notice shall state the amount of rent waived and that no rent is due for the final month (or months) of the tenancy.

C. If an owner issues a notice to terminate a tenancy for no-fault just cause as described in paragraph (B)(2)(d) of Section 8.60.030 (intent to demolish or substantially remodel), the owner shall, in addition to complying with paragraph (B) of this section, include the following with the written notice as applicable:

1. A true and correct copy of all permits issued for demolition work;
2. A copy of all issued permits for remodeling work and reasonably detailed information regarding each of the following:
 - i. A description of the scope of the substantial remodeling work;
 - ii. An explanation for why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and;
 - iii. An explanation for why the work requires the tenant to vacate for at least 30 days.

D. An owner's failure to strictly comply with this section shall render the notice of termination void.

Section 8.60.050

Relocation Assistance; Specified Circumstances.

A. For a tenancy for which just cause is required to terminate the tenancy under paragraph (A) of Section 8.60.030, if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (B)(2) of Section 8.60.030 (no-fault just cause), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

1. Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (B) of this section.

2. Waive in writing the payment of rent in an amount equal to that described in paragraph (B) of this section for the final month, or months if applicable, of the tenancy prior to the rent becoming due.

B. The amount of relocation assistance or rent waiver shall be equal to one month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy; provided that, if the tenancy is terminated for no-fault just cause as described in paragraph (B)(2)(d) of Section 8.60.030 (intent to demolish or substantially remodel), the amount of relocation assistance or rent waiver shall instead be equal to the greater of \$4,500 or two months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy.

C. Any relocation assistance required by this section shall be provided within 15 calendar days of service of the notice.

D. If a tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance or rent waiver provided pursuant to this section shall be recoverable as damages in an action to recover possession.

E. Notwithstanding the provisions of this section, if it is determined by any government agency or court that the tenant is at fault for the condition or conditions triggering the order or need to vacate under paragraph (B)(2)(c) of Section 8.60.030 (owner compliance with court or government order), the tenant shall not be entitled to relocation assistance.

F. The relocation assistance or rent waiver required by this section shall be credited against any other relocation assistance required by any other law.

G. An owner's failure to strictly comply with paragraphs (A), (B) and (C) of this section shall render the notice of termination void.

Section 8.60.060

Notice to Tenants of California Limits on Rent Increases.

An owner of residential real property that is subject to this chapter shall provide notice to the tenant as follows:

A. For any tenancy commenced or renewed on or after July 1, 2020, as an

addendum to the lease or rental agreement, or as a written notice signed by the tenant, with a copy provided to the tenant.

B. For a tenancy existing prior to July 1, 2020, by written notice to the tenant no later than August 1, 2020, or as an addendum to the lease or rental agreement.

C. The notification or lease provision shall be in no less than 12-point type and shall include the following:

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

D. For a tenancy commenced or renewed after August 1, 2023, the final sentence of the written notice tenant or lease provision shall read as follows: "See Section 1946.2 of the Civil Code and Chapter 8.60 of the Buena Park Municipal Code for more information." An owner's failure to comply with this subparagraph (D) shall not be grounds for invalidating the notice or lease or give rise to a penalty.

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

Section 8.60.070 Exclusions from Chapter.

This chapter shall not apply to the following types of residential real properties or residential circumstances:

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

B. 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.

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

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

E. 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.

F. A property containing two separate dwelling units within a single structure 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, and neither unit is an accessory dwelling unit or a junior accessory dwelling unit.

G. Housing that has been issued a certificate of occupancy within the previous 15 years.

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

1. The owner is not any of the following:

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

ii. A corporation.

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

2. The tenants have been provided written notice that the residential property is exempt from this chapter using the following statement:

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

i. For a tenancy existing before July 1, 2020, the notice required under paragraph (H)(2) of this section may, but is not required to, be provided in the rental agreement.

ii. For any tenancy commenced or renewed on or after July 1, 2020, the notice required by paragraph (H)(2) of this section must be provided in the rental agreement.

iii. For any tenancy commenced or renewed on or after August 1, 2023, the notice required by paragraph (H)(2) of this section may reference this chapter and read as follows:

"This property is not subject to the rent limits imposed by Section 1947.12 of the Civil Code and is not subject to the just cause requirements of Section 1946.2 of the Civil Code or Chapter 8.60 of the Buena Park Municipal Code. This property meets the requirements of Sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code, and Section 8.60.070(H) of the Buena Park Municipal Code, and the owner is not any of the following: (1) a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability

company in which at least one member is a corporation."

iv. Addition of a provision containing the notice required under paragraph (H)(2) of this section to any new or renewed rental agreement or fixed-term lease constitutes a similar provision for the purposes of paragraph (B)(1)(e) of Section 8.60.030.

I. 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.

Section 8.60.080 Waiver of Rights Ineffective.

Any waiver of the rights under this chapter shall be void as contrary to public policy.

Section 8.60.090 Violations and Enforcement.

Any owner of residential real property who intentionally violates this chapter when issuing an invalid termination notice pursuant to paragraph (B)(2)(d) of Section 8.60.030 (intent to demolish or substantially remodel) shall be liable to the tenant for a civil penalty in an amount not to exceed fifteen thousand dollars (\$15,000), and/or reasonable attorney's fees and costs, each as determined by the court. A tenant may enforce the provisions of this chapter by means of a civil action.

SECTION 2. CEQA. This ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (14 Cal. Code Regs. § 15378(a).) Further, the ordinance is exempt from CEQA because there is no possibility that the ordinance or its implementation would have a significant negative effect on the environment. (14 Cal. Code Regs. § 15061(b)(3).) The City Clerk may cause a Notice of Exemption to be filed as authorized by CEQA and the State CEQA Guidelines.

SECTION 3. SEVERABILITY. The City Council declares that, should any provision, section; paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this ordinance shall remain in full force and effect.

SECTION 4. This ordinance shall take effect 30 days after its passage and adoption pursuant to California Government Code section 36937.

SECTION 5. The City Clerk of the City of Buena Park shall certify to the passage of the ordinance and shall cause the same to be posted in the manner required by law.

PASSED AND ADOPTED this 6th day of June 2023, by the following called vote:

AYES: COUNCILMEMBERS: Castañeda, Traut, Sonne, Brown

NOES: COUNCILMEMBERS: Ahn

ABSENT: COUNCILMEMBERS: None

ABSTAIN: COUNCILMEMBERS: None

Mayor

ATTEST:

City Clerk

I, Adria Jimenez, MMC, City Clerk of the City of Buena Park, California, do hereby certify that the foregoing ordinance was introduced and passed at a regular meeting of the City Council of the City of Buena Park held on the 6th day of June 2023.

City Clerk