

Quick Facts on the Proposed “Right to Lease Ordinance”

1. Is this rent control?

This is not rent control. This proposed Right to Lease Ordinance, which would amend the existing Just Cause Eviction Ordinance, provides a requirement that Glendale landlords offer tenants a written one year lease, with an option to renew for an additional year, where the rental rates and any increases during the rental term are set in the agreement, in order to provide stability and minimize the effects of displacement caused by significant or excessive rent increases. The amount of the rent and any increase are determined by the landlord, giving the tenant ample opportunity to determine its affordability.

2. When would the ordinance take effect and how will I know when that happens?

The City Council is scheduled to consider the proposed Ordinance in late summer or early fall 2017. The City Council introduces ordinances at one meeting and adopts them at a subsequent meeting, no sooner than a week later. If the proposed Ordinance is adopted, it will take effect 30 days after adoption. An announcement of the adoption will be posted on the City’s website. Interested parties can view the City’s main webpage under “News” for announcements related to the ordinance (www.glendaleca.gov) or visit www.glendaleca.gov/righttolease. In addition, a public outreach plan will also be developed to disseminate information to all parties.

3. Does this ordinance apply to all rental units? Are there any exemptions?

All rental units are covered by the ordinance, except:

- Rental units located on a parcel containing four or fewer dwelling units or within a common interest development;
- Rooms or accommodations in hotels;
- Section 8 housing and/or other government subsidized units;
- Rental units subject to a covenant or agreement, such as a density bonus housing agreement, inclusionary housing agreement or an affordable housing agreement, with a government agency, including the City, the Housing Authority, the State of California, or the federal government, restricting the rental rate that may be charged for that unit.
- Rental units where tenancy is a condition of employment under a written rental agreement or contract or a unit leased to a corporation; and
- Other limited circumstances.

4. Is a landlord required to offer this type of lease to a prospective tenant? How does the ordinance apply to existing tenants?

Prospective tenants: A landlord must offer in writing to the prospective tenant a written lease which has a minimum term of one year, with an option to renew for an additional one year term. The offer must include the rental rate and any additional fees relative to occupancy for the duration of the lease and renewal term.

Existing tenants: If the unit is rented, subject to a written lease in effect as of the effective date of the ordinance, when the lease for the unit expires, the Right to Lease Ordinance shall then apply to that unit. If the unit is rented without a written lease, the landlord shall offer a written lease to the tenant within 30 days after the effective date of this Ordinance, provided that the rental rates set forth in such lease offer shall not increase for a period of 120 days after the effective date of the lease.

5. **What happens when a landlord does not offer this type of lease?**

A landlord who does not comply with these requirements may not increase the rent. Failure of a landlord to comply with any of the provisions of this Ordinance shall provide the tenant with a defense in any legal action brought by the landlord to collect rent or evict the tenant for nonpayment of rent.

6. **May a tenant decline the lease offer and request a month-to-month tenancy or other type of lease?**

If the tenant or prospective tenant rejects in writing the offer of a lease with a minimum term of one year along with a second year option, then the landlord and tenant or prospective tenant may enter into an agreement for a shorter term or month-to-month.

7. **Is there a limit as to how much a landlord may increase the second years' rent?**

No, as long as the rental rates are set forth in the lease offer.

8. **May a tenant be legally evicted?**

Yes. The landlord must follow the requirements set forth in the Glendale Municipal Code relating to Just Cause for Eviction.

9. **May a landlord increase the second year's rent after the tenant moves in and/or before the new rent takes effect?**

No. The rental rate must be negotiated and finalized at the time the first year lease is entered into.

10. **How does a tenant exercise the first option to renew?**

Thirty days prior to the expiration of the initial lease year, if tenant desires to exercise an option to renew and provided there is no just cause for eviction, the tenant may exercise the option to renew the lease by notifying the landlord in writing. If tenant rejects the option of a renewal or fails to exercise the option, then the landlord and tenant may enter into an agreement that provides for a rental term of less than one year. The tenant may also choose to vacate the unit by providing the notice required by State law.

11. **Are there requirements after the first two years of tenancy?**

Landlord Requirement: Not later than 120 days prior to the expiration of the option year and every lease year thereafter that a written lease is in effect pursuant to this section, the landlord shall notify those tenants of such expiration and offer in good faith in writing to the tenants a written lease or lease renewal with a minimum term of one (1) year, provided there is no just cause for eviction pursuant to Section 9.30.030 of this Code. Such offer must be made in writing and must include the rental rate and any additional fees relative to occupancy for the duration of the lease.

Tenant Requirement: Within sixty (60) days of receipt of such written offer, tenant shall either notify landlord in writing of his or her acceptance of the offer of a written lease or reject the offer. If tenant rejects the offer of a written lease which has a minimum term of one (1) year, the landlord and tenant may then enter into an agreement that provides for a rental term of less than one year, such as month-to-month.

12. **If the tenant rejects the landlord's lease offer, is the landlord freed of any future obligation to offer one year leases.**

No. A landlord shall offer annually a written lease with a minimum term of one year to a tenant who rejected an initial offer of a written lease with a minimum term of one year but who has rented a unit from the landlord for a period of at least twelve months after the rejection.