

ORDINANCE NO. 5922

AN URGENCY ORDINANCE OF THE CITY OF GLENDALE, CALIFORNIA AMENDING SECTIONS 9.30.010; 9.30.020; 9.30.035; 9.30.040; 9.30.050; 9.30.060; ADDING 9.30.022; 9.30.025; 9.30.033; 9.30.042; 9.30.055; 9.30.080; 9.30.110; AND REPEALING 9.30.032 OF TITLE 9 OF THE GLENDALE MUNICIPAL CODE, 1995, RELATING TO JUST CAUSE FOR EVICTION, OFFERS OF ONE YEAR LEASES, AND ADDITIONAL RELOCATION RIGHTS

WHEREAS, increasing rents and stagnant area median income have created a growing affordability gap in Glendale between income and rents demonstrated by the increase in overpaying renter households; and

WHEREAS, the housing supply in Glendale, particularly available rental housing, is not adequate to serve the needs of the community; and

WHEREAS, despite the extensive efforts of the City Council, Housing Authority, and City staff, community members have continued to express concern about the need for more immediate measures to address rental costs and the availability of affordable, decent, safe, and sanitary rental housing; and

WHEREAS, the City Council and Housing Authority solicited input and discussed rental relief options; and

WHEREAS, the reports to the City Council and Housing Authority included rental market data, household incomes, growth projections and census data demonstrating increasing rents, the impact of these Rent increases on renter households and household income levels, and displacement of renters caused by significant or excessive Rent increases; and

WHEREAS, the City currently does not regulate rental amounts or rent increases; and

WHEREAS, at its meeting of September 18, 2018, the City Council requested that a report on rent control once again be prepared for discussion; and

WHEREAS, at its regular meeting of November 13, 2018, the City Council received a report on rent stabilization, and directed City staff to prepare a report with more information on regulatory programs including information on a Right to Lease Ordinance, annual caps on rent increases, mandatory rent mediation, arbitration and/or rent adjustment hearing procedures, sunset provisions and a rental subsidy program; and

WHEREAS, at its regular meeting of November 27, 2018, the City Council received additional information, heard additional testimony, directed staff to prepare a Right to Lease Ordinance, with options for arbitration/officer hearings for increased rents over certain percentages and relocation, and adopted an ordinance establishing a temporary moratorium of certain residential rent increases in the city;

WHEREAS, the Council desires to enact a requirement that landlords offer tenants a written one year lease, where the rental rates are set in the agreement and may only be increased once a year, and relocation for tenants who cannot afford a rent increase above a certain percentage;

WHEREAS, the City Council finds and determines that in light of the announcement to consider a Right to Lease Ordinance with procedures for increasing rents over a certain percentage, landlords of eligible properties may have an immediate incentive to serve notices to raise rents thereby displacing many tenants in the City who, because of a critically low vacancy rate, will be compelled to find housing elsewhere and at higher rents; and

WHEREAS, based upon the above-described facts and circumstances, and for these same reasons, the City Council finds that this ordinance is a necessary as an emergency measure for preserving the public peace, health and safety, and therefore that it shall take effect immediately upon its adoption but become enforceable on February 27, 2019; and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE, CALIFORNIA:

SECTION 1. Section 9.30.010 of the Glendale Municipal Code, 1995 is hereby amended to read as follows:

9.30.010 Legislative purpose.

The Council finds and declares that there is an increasing demand for rental housing in the city of Glendale which has resulted in a critically low vacancy factor. In addition, an increasing number of residential rental housing units have substandard living conditions and reduced services. Tenants who have complained about substandard living conditions and/or a reduction in services have been threatened with eviction, and oftentimes have been evicted. Other tenants are fearful of eviction and, as a result, fail to complain about substandard living conditions. This circumstance is disruptive to a stable living environment and has a detrimental effect on the substantial numbers of renters in the city, particularly senior citizens, those with low or moderate incomes and persons on fixed incomes.

The Council further finds and declares that there is a growing shortage of, but increasing demand for, housing in the city of Glendale. Such shortage and increased demand, coupled with increasing inflation, have placed substantial pressure on those residents of Glendale seeking rental housing. This council finds that tenants are entitled to a contractual relationship with a landlord that offers some assurance of stability under the terms of a written lease so as to minimize displacement of tenants into a rental housing market which affords them few and expensive options.

The Council further finds and declares that requiring relocation benefits for rent increases over 7% in a 12-month period will help mitigate the impact to tenants who have to vacate their rental unit when they are unable to afford high rent increases.

The Council further finds and declares that in order to protect the health, safety and welfare of the citizens of Glendale and to ensure that all residents of the city have a safe, habitable, well-maintained and stable housing environment, without the fear of reprisal, the city council enacts this chapter, and encourages property owners to provide well-maintained living units and discourage retaliatory evictions. It is vitally important that Landlords provide for the care, upkeep and maintenance of residential rental units so that they meet and continue to meet minimum housing standards, particularly for those members of the community on limited or fixed incomes who are least able to protect themselves from retaliation, are least able to find

replacement housing and who will accept substandard conditions due to the fear of termination of their tenancy.

SECTION 2. Section 9.30.020 of the Glendale Municipal Code, 1995 is hereby amended to read as follows:

9.30.020 Definitions.

Unless the context otherwise requires, the terms defined in this chapter shall have the following meanings and govern the construction of this chapter.

“Base Rent” means the rental amount, including any amount paid to the Landlord for parking, storage, utilities, water, garbage or any other fee or charge associated with a residential property required to be paid by the Tenant to the Landlord on September 18, 2018, plus any lawful Rent Increases that were authorized by Ordinance No. 5919, entitled An Ordinance of the City Council of the City of Glendale, California, Establishing a Temporary Moratorium on Certain Residential Rent Increases in the City of Glendale. A tenancy which began after September 18, 2018, Base Rent shall be the amount of the initial monthly Rent charged for that Rental Unit, plus any Rent increase authorized Ordinance No. 5919.

“Eviction” means any action taken by the Landlord to remove a Tenant involuntarily from a rental unit and terminate the tenancy, whether pursuant to a notice to quit, or by judicial proceedings, or otherwise.

“Landlord” means any person, partnership, corporation, family trust or other business entity offering for rent or lease any residential property in this city. With respect to any tenancy, “Landlord” shall also be deemed to mean any person, partnership, corporation, family trust, or other business entity that is a predecessor in interest or successor in interest to that tenancy, as applicable.

“Lease Year” means the year during which the one year lease is in effect.

“Non-Relocation Rent Increase” means a Rent Increase of seven percent (7%) or less than the Rent that was in place at any time during the twelve 12-month period preceding the effective date of the Rent Increase.”

“Rent” means a fixed periodic compensation paid by a Tenant at fixed intervals to a Landlord for the possession and use of residential property, including any amount paid to the Landlord for parking, storage, utilities, water, garbage, or any other fee or charge associated with the tenancy. “Rent” includes costs associated with a ratio utility billing system which allocates the property’s actual utility bill to the Tenant based on an occupant factor, square footage factor or any other similar factors.

“Rental complex” means one or more buildings used in whole or in part for residential purposes, located on a single lot, contiguous lots, or lots separated only by a street or alley.

“Rent Increase” means any upward adjustment of the Rent.

“Rental unit” means a dwelling unit available for rent in the city of Glendale together with the land and appurtenant buildings thereto and all housing services, privileges and facilities provided in connection with the use or occupancy thereof, which unit is located in the structure or complex containing a multiple dwelling, boarding house or lodging house.

The term “Rental unit” shall not include the following: rooms or accommodations in hotels (as defined in section 4.32.020), boarding houses or lodging houses which are rented to transient guests for a period of less than thirty (30) consecutive days; housing accommodations

in a hospital, convent, monastery, church, religious facility, extended care facility, asylum, non-profit home for the aged; dormitories owned and operated by an institution of higher education, or a high school or elementary school; rental units located on a parcel containing two or fewer dwelling units; rental units within a common interest development, except when the rental unit's Landlord owns 50% or more of the units in the common interest development; rental units owned or operated by any government agency or whose Rent is subsidized by any government agency, including but not limited to subsidies under the federal government's Housing Choice Voucher program (Section 8); Rental units that require intake, case management or counseling as part of the occupation, and an occupancy agreement; or 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.

"Tenant" means a person entitled by a written or oral agreement to occupy a Rental unit to the exclusion of others, and actually occupy said Rental unit.

SECTION 3. Section 9.30.022 of the Glendale Municipal Code, 1995 is hereby added to read as follows:

9.30.022 Rent Increases as of the Effective Date of this Ordinance.

As of the effective date of the ordinance enacting this section, no Landlord of a rental complex of five or more units on a parcel may request, impose, charge or receive monthly Rent for any Rental unit from an existing Tenant in an amount that exceeds the Base Rent, without providing the Tenant of the Rental unit a new Rent Increase notice and an offer of a one-year lease that meet the requirements of this chapter. Notwithstanding the foregoing, if the ordinance enacting this section becomes effective after March 1, 2019, this section shall not prohibit a Landlord from imposing, charging or receiving Monthly Rent in its entirety that is due and owing on March 1, 2019, but it shall apply to subsequent monthly Rents. As of the effective date of the ordinance enacting this section, no Landlord of a rental complex of three or more units on a parcel may request, impose, charge or receive monthly Rent for any Rental unit from an existing Tenant in amount that exceeds the Base Rent, without providing the Tenant of the Rental unit a new Rent Increase notice and the notice of relocation eligibility pursuant to this chapter.

SECTION 4. Section 9.30.025 of the Glendale Municipal Code, 1995 is hereby added to read as follows:

9.30.025 Requirement of offering one-year written leases.

A. Offer.

1. A Landlord shall offer in writing a lease with a minimum term of one year to:
 - a. Any prospective Tenant.
 - b. Any current Tenant at the first time the Landlord serves a notice of Rent Increase following the effective date of the ordinance enacting this section, unless the Landlord has notified the Tenant that the Tenant is in

default under the month to month tenancy and offering a lease to the Tenant may waive any claims the Landlord has regarding the default.

2. Such offer must be made in writing and must include the monthly rate of Rent to be charged for occupancy for the duration of the lease. Signing of a lease which has a minimum term of one year shall be considered an offer in writing.
- B. Acceptance. If the Tenant or prospective Tenant accepts the offer of a written lease which has a minimum term of one year, this acceptance must be in writing. Signing a lease which has a minimum term of one year will be considered an acceptance.
 - C. Rejection. If the Tenant rejects the offer of a written lease or does not accept the Landlord's offer within fourteen (14) days of service of the written offer, then the offer of the written lease shall be deemed rejected. If the Tenant or prospective Tenant rejects the offer for a written lease which has a minimum term of one year, then the Landlord and Tenant or prospective Tenant may enter into an agreement, oral or written, that provides for a rental term of less than one year.
 - D. Relocation Eligibility. If a lease offer includes a Rent Increase that exceeds a Non-Relocation Rent Increase (subject to banking of deferred Rent Increases set forth in section 9.30.033B), the Tenant may elect to vacate the Rental unit and exercise relocation assistance pursuant to sections 9.30.033 and 9.30.035B. The Landlord's written lease offer must provide notice of Tenant's potential eligibility for relocation benefits.
 - E. Rent. If the Landlord and Tenant enter into a written lease which has a minimum term of one year, such lease must set forth the amount of the Rent, which may not be modified during the lease year.
 - F. Renewal of Lease. Not later than 90 days prior to the expiration of the lease and every Lease Year thereafter that a written lease is in effect pursuant to this section, the Landlord shall notify those Tenants identified in the lease 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 proposed monthly rate of Rent for occupancy of the Rental unit, which may not be modified during the lease year. If the lease renewal offer includes a Rent Increase that exceeds a Non-Relocation Rent Increase (subject to banking of deferred Rent Increases set forth in section 9.30.033B), the Tenant may elect to vacate the Rental unit at the end of the term of the existing Lease Year and exercise relocation assistance pursuant to sections 9.30.033 and 9.30.035B. The Landlord's renewal offer must provide notice of Tenant's potential eligibility for relocation benefits. 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, as set forth herein or reject the offer. Notwithstanding the notification provision of section 9.30.033B, the Tenant in receipt of a written lease offer shall have

up to sixty (60) days after receipt of the written renewal offer to notify Landlord of his or her intent to vacate the Rental unit at the end of the Lease Year and exercise relocation rights pursuant to sections 9.30.033 and 9.30.035B. Failure to accept the offer in writing shall be deemed a rejection. 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, oral or written, that provides for a rental term of less than one (1) year. Failure to offer such a renewal of the lease shall render future rent increases null and void, until a Landlord presents a new offer of a written lease with a minimum term of one year, provided that the rental rate(s) set forth in such lease offer shall not increase for a period of 90 days after the effective date of the lease.

- G. Future Offers. Any time a Tenant rejects an offer of a written lease or written lease renewal with a minimum term of one year, the landlord shall be required to subsequently offer a one year lease under the following circumstance: upon the first date the Landlord notices a rent increase after the first year anniversary of the Tenant's rejection of the prior lease or lease renewal offer.
- H. Good Faith. This chapter requires the exercise of good faith, which shall mean honestly and without fraud, collusion or deceit. It shall further mean that the written lease is not being utilized as a method of circumventing any of the provisions of this chapter. An example of good faith is when the Landlord offers in writing a lease which has a minimum term of one (1) year, that lease is substantially similar to the written rental agreement for a period of less than one (1) year.
- I. Applicability. This section shall not apply to:
 - (1) A Rental unit occupied by a Tenant who subleases that unit to another Tenant for less than one year; or
 - (2) A Rental unit where tenancy is an express condition of, or consideration for, employment under a written rental agreement or contract or a unit leased to a corporation; or
 - (3) Rental units in a rental complex of four units or less on a parcel.

SECTION 5. Section 9.30.040 of the Glendale Municipal Code, 1995 is hereby renumbered to 9.30.031 and amended to read as follows:

9.30.031 Required information on notice to quit or other written notice of termination.

Prior to or at the same time as the written notice of termination set forth in Civil Code Section 1946, or a three (3) days' notice described in Code of Civil Procedure Sections 1161 and 1161(a), is served on the Tenant of the Rental unit:

A. The Landlord shall serve on the Tenant a written notice setting forth the reasons for the termination with specific facts to permit a determination of the date, place and circumstances concerning the reason. This notice shall be given in the manner prescribed by California Code of Civil Procedure Section 1162 and may be combined with a written notice of termination of tenancy or as a separate written notice. For purposes of Section 9.30.030G, at

the time that the Landlord serves the notice to vacate, the Landlord shall also serve the permit to demolish the unit or the permit for capital improvements, along with any construction estimates and schedule for performing the work.

B. The Landlord shall serve on the Tenant a written notice setting forth Tenant's right to relocation assistance as described in subsection A of Section 9.30.035, where the termination of tenancy is based on the grounds set forth in subsection G, H, I or J of Section 9.30.030.

SECTION 6. Section 9.30.032 of the Glendale Municipal Code, 1995 is hereby repealed.

SECTION 7. Section 9.30.033 of the Glendale Municipal Code, 1995 is hereby added to read as follows:

9.30.033 Rent Based Termination

A. Requirement. If a Landlord issues a notice for a Rent Increase that will increase the Rent by an amount that is greater than a Non-Relocation Rent Increase, then the Tenant may elect to vacate the Rental unit, and, in the case of such election, the Landlord shall (i) pay the Tenant relocation assistance in accordance with Section 9.30.035 and (ii) at the Tenant's request, the Landlord shall waive the statutory requirement of Tenant's notice to terminate the tenancy. Except as set forth in Section 9.30.025F, the Tenant shall exercise election of his or her right to vacate the Rental unit and receive relocation assistance pursuant to this section and section 9.30.035 within fourteen (14) days of service of the Rent Increase notice. Nothing herein shall prohibit the Landlord from rescinding a Rent Increase that exceeds a Non-Relocation Rent Increase prior to the Tenant's election to vacate and receive relocation assistance, or prohibit the Parties from subsequently agreeing on a Rent Increase amount at or below a Non-Relocation Rent Increase.

B. Banking. Notwithstanding subsection A, to the extent the Landlord has not increased Rent up to the amount of the Non-Relocation Rent Increase, measured as a percentage and measured at the time of the most recent Rent Increase, a Landlord shall have the ability to apply any deferred Non-Relocation Rent Increase to future rent increases; provided, however, (i) if the Landlord increase the Rent at any time in an amount that is greater than fifteen percent (15%) than the Rent that was in place at any time during the 12-month period preceding the effective date of the noticed Rent Increase, then the Tenant may elect to vacate the Rental unit and receive relocation assistance and waived noticing rights pursuant to subsection (A) and section 9.30.035, (ii) the Landlord shall not be permitted to accumulate more than an amount equal to three (3) years of deferred Non-Relocation Rent Increases. Banking of Non-Relocation Rent Increases as set forth in this subsection shall be calculated on a simple basis. For example, a deferred Non-Relocation Rent Increase from one year of three percent (3%) plus a deferred Non-Relocation Rent Increase from a subsequent year of three point five percent (3.5%) is an allowable combined increase of six point five percent (6.5%), not six point six percent (6.6%). The maximum amount of banked or deferred Non-Relocation Rent Increases shall be 21%.] Calculation of banking authorized pursuant to this subsection shall commence upon the first Rent Increase implemented by a Landlord after the effective date of the Ordinance enacting this

section, and determined by calculating the amount of any deferred Non-Relocation Rent Increase, if any, at that time. By way of example and not limitation, if - after the effective date of the Ordinance enacting this section – the Landlord is permitted to increase the Rent by five percent (5%) on April 1, 2019 to remain under the Non-Relocation Rent Increase amount, but only increases it by 3%, the Landlord may apply that deferred Non-Relocation Rent Increase to a future Rent Increase, provided that if a future Rent Increase raises the Rent greater than fifteen percent (15%) more than the Rent that was in place at any time during the 12-month period preceding the effective date of the future Rent Increase, Tenant may elect to vacate the Rental unit and receive relocation assistance in accordance with subsection (a) and section 9.30.035.

C. This section shall not apply, and a relocation fee shall not be required to be paid pursuant to Section 9.30.035, to any Rental Unit that received a certificate of occupancy after February 1, 1995.

SECTION 8. Section 9.30.035 of the Glendale Municipal Code, 1995 is hereby amended to read as follows:

9.30.035 Required payment of relocation fee.

A. If the termination of tenancy is based on the grounds set forth in subsections G, H, I or J of Section 9.30.030, then the Landlord shall pay a relocation fee in the amount of the product of two (2) times the amount of fair market rent as established by the U.S. Department of Housing and Urban Development for a rental unit of similar size of that being vacated in Los Angeles County during the year the unit is vacated, plus one thousand dollars (\$1,000.00).

B. If the termination of tenancy is caused by the Tenant’s election to vacate the unit in accordance with section 9.30.033 when the Landlord has imposed a Rent Increase that exceeds a Non-Relocation Rent Increase, the Landlord shall pay a relocation fee as follows:

1. For rental units located on a parcel containing three or four dwelling units, the product of three (3) times the amount of the actual Rent;

2. For rental units located on a parcel containing five or greater dwelling units, the product of three (3) times the amount of the Rent after the Rent Increase set forth in the Rent Increase notice by the Landlord, or:

a. When the overall household income is equal to or less than the Area Median Income (AMI) for Los Angeles County as determined by the United States Department of Housing and Urban Development, plus 30% of the AMI amount (i.e., 130% of AMI or less), then:

i. If the Tenant has occupied the Unit for more than three (3) years but not more than four (4) years, the product of four (4) times the amount of the Rent after the Rent Increase set forth in the Rent Increase notice by the Landlord;

ii. If the Tenant has occupied the Unit for more than four (4) years but not more than five (5) years, the product of five (5) times the amount of the Rent after the Rent Increase set forth in the Rent Increase notice by the Landlord; or

iii. If the Tenant has occupied the Unit for more than five (5) years, the product of six (6) times the amount of the Rent after the Rent Increase set forth in the Rent Increase notice by the Landlord.”

C. The relocation fee shall be paid to the Tenant or Tenants as follows:

1. The entire relocation fee shall be paid to a Tenant who is the only Tenant in a Rental unit; or

2. If a Rental unit is occupied by two (2) or more Tenants, then each Tenant of the unit shall be paid a pro-rata share of the relocation fee.

D. Landlord may deduct from the relocation fee payable any and all past due Rent owed by Tenant during the twelve (12) months prior to termination of tenancy and may deduct from the relocation fee any amounts paid by the Landlord for any extraordinary wear and tear or damage cause by the tenant, cleaning, or other purposes served by a security deposit as defined by the rental agreement, to the extent the security deposit is insufficient to provide the amounts due for such costs. After taking into account any adjustments in the amount of the relocation assistance provided herein, the Landlord shall pay the relocation fee as follows:

1. If the relocation fee is being paid pursuant to subsection (A) of this section, then Landlord shall pay one-half of the relocation assistance no later than five (5) business days following service of the notice to a Tenant of the termination and one-half of the relocation assistance no later than five (5) business days after the Tenant has vacated the rental unit.
2. If the relocation assistance is being paid pursuant to subsection (B) of this section, then Landlord shall pay one-half of the relocation fee no later than five (5) business days following receipt of written notice that the Tenant intends to vacate the Rental unit and one-half of the relocation fee no later than five (5) business days after the Tenant has vacated the Rental unit. If the Tenant ultimately fails to vacate the Rental unit, the Tenant shall reimburse relocation fee to the Landlord, unless the Parties agree otherwise.

E. Subsection (A) of this section shall not apply in any of the following circumstances:

1. The Tenant received written notice, prior to entering into a written or oral tenancy agreement, that an application to subdivide the property for condominium, stock cooperative or community apartment purposes was on file with the city or had already been approved, whichever the case may be, and that the existing building would be demolished or relocated in connection with the proposed new subdivision, and the termination of tenancy is based on the grounds set forth in subsections G or I of Section 9.30.030

2. The Tenant received written notice, prior to entering into a written or oral agreement to become a Tenant, that an application to convert the building to a condominium,

stock cooperative or community apartment project was on file with the city or had already been approved, whichever the case may be, and the termination of tenancy is based on the grounds set forth in subsection G or I of Section 9.30.030

3. The Landlord seeks in good faith to recover possession of the Rental unit for use and occupancy by a resident manager, provided that the resident manager is replacing the existing resident manager in the same unit. For the purposes of this exception, a resident manager shall not include the Landlord, or the Landlord's spouse, children or parents.

4. The Landlord seeks in good faith to recover possession of the Rental unit in order to comply with a governmental agency's order to vacate the building housing the Rental unit due to hazardous conditions caused by a natural disaster or act of God.

5. The Tenant receives, as part of the eviction, relocation assistance from another government agency, and such amount is equal to or greater than the amount provided for by Section 9.30.035.

F. Subsection (B) of this section shall not apply, and a relocation fee shall not be required to be paid, as to any rental unit that received a certificate of occupancy after February 1, 1995.

G. The requirement to pay relocation assistance is applicable to all Rental units, regardless of whether the Rental unit was created or established in violation of any provision of law.

H. Nothing in this subsection relieves the Landlord from the obligation to provide relocation assistance pursuant to any other provision of local, state or federal law. If a Tenant is entitled to monetary relocation benefits pursuant to any other provision, of local, state or federal law, then such monetary benefits shall operate as a credit against monetary benefits required to be paid to the Tenant under this subsection.

I. Where applicable, written notice of Tenant's entitlement to relocation assistance shall be provided by the Landlord at the same time that the Landlord provides notice of termination of tenancy from a Rental unit. Where a Landlord issues a notice of a proposed Rent Increase that will exceed the Non-Relocation Rent Increase, including as part of a written lease offer or written lease renewal offer required pursuant to section 9.30.025, the Landlord shall provide a written notice of Tenant's potential entitlement to relocation assistance at the same time that the Landlord provides notice of a Rent Increase and, if applicable, written lease offer or lease renewal offer.

J. Text of Notice. The notice of potential eligibility to relocation assistance shall state:

"NOTICE: Under Title 9, Chapter 30 of the Glendale Municipal Code, a Landlord must provide qualifying Tenants this notice of the Tenant's eligibility for relocation assistance at the same time the Landlord provides a notice of termination of tenancy or when a Landlord provides a notice of a Rent Increase that will increase the Rent to an amount more than seven percent (7%) during a twelve (12) month period and the Tenant elects to not remain in the residential unit. Under Section 9.30.033B, Landlords are permitted to bank deferred Rent Increases, so a Rent Increase may be more than 7% during a twelve month period, but not more than 15% over a twelve month period, depending on the

amount of prior deferred Rent Increases, before triggering relocation benefits. Unless part of a written lease renewal offer, Tenant shall have fourteen (14) days to elect to vacate the unit and exercise relocation benefits pursuant to sections 9.30.033 and 9.30.035. Qualifying Tenants are entitled to relocation assistance as follows:

1. For rental units located on a parcel containing three or four dwelling units, the product of three (3) times the amount of the actual Rent;
2. For rental units located on a parcel containing five or greater dwelling units, the product of three (3) times the amount of the Rent after the Rent Increase set forth in the Rent Increase notice by the Landlord; or:
 - a. When the overall household income is equal to or less than the Area Median Income (AMI) for Los Angeles County as determined by the United States Department of Housing and Urban Development, plus 30% of the AMI amount (i.e., 130% of AMI or less), then:
 - iv. If the Tenant has occupied the Unit for more than three (3) years but not more than four (4) years, the product of four (4) times the amount of the Rent after the Rent Increase set forth in the Rent Increase notice by the Landlord;
 - v. If the Tenant has occupied the Unit for more than four (4) years but not more than five (5) years, the product of five (5) times the amount of the Rent after the Rent Increase set forth in the Rent Increase notice by the Landlord; or
 - vi. If the Tenant has occupied the Unit for more than five (5) years, the product of six (6) times the amount of the Rent after the Rent Increase set forth in the Rent Increase notice by the Landlord."

Under Civil Code Section 1942.5 and Glendale Municipal Code section 9.30.060, it is illegal for a Landlord to retaliate against a Tenant for lawfully and peaceably exercising his or her legal rights.

SECTION 9. Section 9.30.050 of the Glendale Municipal Code, 1995 is hereby amended to read as follows:

9.30.050 Affirmative defense and remedies.

- A. Defense to Action to Recover Possession. Failure of a Landlord to comply with any of the provisions of this chapter shall provide the Tenant with a defense in any legal action brought by the Landlord to recover possession of the Rental unit or to collect Rent.
- B. Injunctive Relief. A Tenant may seek injunctive relief on his or her own behalf and on behalf of other affected Tenants to enjoin the Landlord's violation of this chapter.
- C. Money Damages. A Landlord may seek money damages for a Tenant's failure to reimburse relocation assistance if the Tenant ultimately fails to vacate the residential

property following a Landlord-caused termination where a Landlord provides a proposed Rent Increase that raises the Rent, or proposed multiple Rent Increases that cumulatively raise the Rent, to an amount more than seven percent (7%) greater than the Rent at any time during a twelve (12) month period.

- D. Remedies are Nonexclusive. Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.
- E. Cost Recovery. The prevailing party in an action for wrongful eviction and/or failure to pay relocation assistance or reimburse relocation assistance shall recover costs and reasonable attorneys' fees.

SECTION 10. Section 9.30.055 of the Glendale Municipal Code, 1995 is hereby added to read as follows:

9.30.055 Enforcement Procedures.

The City, at its sole discretion, may choose to enforce the provisions of this ordinance through administrative fines, administrative citations and any other administrative procedure set forth in Chapters 1.20 and 1.24 of the Municipal Code, as amended. The City's decision to pursue or not pursue enforcement of any kind shall not affect a Tenant's rights to pursue civil remedies.

SECTION 11. Section 9.30.060 of the Glendale Municipal Code, 1995 is hereby amended to read as follows:

9.30.060 Retaliation prohibited.

A. No Landlord may threaten to bring, or bring, an action to recover possession, cause the Tenant to quit a Rental unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any services or increase the Rent where the Landlord's intent is to retaliate against the Tenant for the Tenant's assertion or exercise of rights under this chapter or under state or federal law; for the Tenant's request or demand for, or participation in mediation or arbitration under any public or private mediation program; or for the Tenant's participation in litigation. Such retaliation shall be a defense to an action to recover possession of the Rental unit, or it may serve as the basis for an affirmative action by the Tenant for actual and punitive damages and/or injunctive relief.

B. In an action against the Tenant, evidence of the assertion or exercise by the Tenant of rights under this chapter or under state or federal law within one hundred eighty (180) days prior to the alleged act of retaliation shall create a rebuttable presumption that the Landlord's act was retaliatory. "Presumption" means that the court must find the existence of the facts presumed unless and until its nonexistence is proven by a preponderance of the evidence. A Tenant may assert retaliation affirmatively or as a defense to the Landlord's action without the presumption 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.

SECTION 12. Section 9.30.110 of the Glendale Municipal Code, 1995 is hereby added to read as follows:

9.30.110 Nonwaiver.

Any waiver or purported waiver by a Tenant of rights under this chapter prior to the time when such rights may be exercised, except a rejection of a one-year lease or renewal offered in accordance with Section 9.30.025, shall be void as contrary to public policy.

SECTION 13. Urgency; Effectiveness. By the City Council's making the findings and determinations of fact which the Council declares to constitute an urgency for the immediate preservation of the public health, safety or welfare, the City Council hereby declares that this Ordinance is an urgency measure pursuant to Glendale City Chart Article 6, Section 7, and this Ordinance shall become effective immediately upon adoption by an affirmative vote of at least four-fifths (4/5) of the Council. If the urgency component of this Ordinance is deemed invalid by a court of competent jurisdiction, the City Council intends that this Ordinance become effective on the thirtieth (30th) day after its passage. If this Ordinance does not obtain the 4/5 vote of Council necessary for passage as an urgency ordinance, this Ordinance shall become effective on the thirtieth (30th) day after its passage.

Adopted by the Council of the City of Glendale this 12th day of February, 2019.



Mayor

ATTEST:

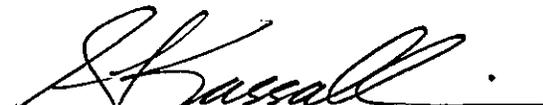


City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF GLENDALE)

I, ARDASHES KASSAKHIAN, City Clerk of the City of Glendale, certify that the foregoing Urgency Ordinance No. was passed by the Council of the City of Glendale, California, at a regular meeting held on the 12th day of February, 2019, and that the same was passed by the following vote:

Ayes: Agajanian, Devine, Gharpetian (pro tem)
Noes: None
Absent: Najarian (recused), Sinanyan (recused)
Abstain: None



City Clerk

APPROVED AS TO FORM


Principal Assistant City Attorney
Date 2/14/19