



To All Glendale Renters and Landlords!

NEW LAW ABOUT RENTAL HOUSING

Important new law about rental housing for all Glendale Residents and Landlords.

Նոր կարևոր օրենք վարձու բնակարանների մասին Գլենդեյի բնակիչների և տանտերերի համար:
Importante nueva ley sobre viviendas de alquiler para todos los Residentes y Propietarios de Glendale.

Questions & Answers



1. When does the new Ordinance take effect and how does it impact my rent?

The effective date of the Ordinance is March 14, 2019. However, on April 1, 2019, rents on all non-exempt units and units constructed on or before February 1, 1995 must be rolled back to Base Rent levels established by Rent Freeze Ordinance 5919. The Base Rent is defined as the rental amount charged on September 18, 2018 plus any lawful rent increase up to 5%. Any subsequent rent increase that exceeds 7% of the rent over the last 12 months may be subject to relocation payments. Additionally, the first rent increase notice after March 14, 2019 must include an offer of a minimum 12 month lease.

2. What if I received a rent increase effective March 1, 2019?

If you received a lawfully served rent increase with an effective date of March 1, 2019, you are responsible for paying the new rent amount for the month of March 2019.

3. What if I am already under a one year lease?

The terms of your current lease do not change. After an existing lease expires, if a Landlord is proposing to increase rent, then the Landlord must offer a new lease in conformance with the Glendale Rental Rights Program.

4. Are rent increases capped under the new Ordinance?

No, there is no limit to how much Landlords may increase rents. However, certain relocation payment requirements may be triggered for rent increase above 7% over a 12 month period.

5. How are multiple rent increases considered in relation to the 7% relocation trigger?

Total rent increases cannot exceed 7% without triggering relocation. The 7% is calculated as the cumulative sum of all rent increases for the prior twelve months.

For more frequently asked questions, visit GlendaleCA.gov/Rent



Glendale Renters & Landlords

GLENDALE RENTAL RIGHTS PROGRAM

The Glendale City Council has adopted **Ordinance #5922** establishing new rights and responsibilities between residential Landlords and Tenants in Glendale. The Ordinance provides greater protections to Tenants by expanding the existing Just Cause Eviction program and by adding two new program elements consisting of a Right To Lease and Renter Relocation Program.

Program changes consist of the following:

Right To Lease:

- Landlords must offer Tenants a written minimum one year lease at the time of a rent increase.

Just Cause Eviction:

- Because lease offers are now mandatory under the Right To Lease program, the exemption of offering a one year lease under Just Cause Eviction was repealed.

Relocation:

- Landlord must pay relocation benefits when a Tenant vacates a unit in response to a rent increase of more than 7% in a twelve-month period.

RENT ROLLBACK PROVISION OF NEW ORDINANCE

Effective April 1, 2019, rents on all non-exempt units must be rolled back to rent levels in effect on September 18, 2018, plus any lawful rent increases during the rent freeze period ending on February 27, 2019. Any subsequent rent increases that exceed 7% of the rent over the last 12 months may be subject to relocation payments. The rent rollback provisions do not apply to units constructed after February 1, 1995.

EXEMPTIONS: The following are exempt from **ALL** program parameters.

Single Family Homes • Condominiums or Townhomes • Duplexes

Government Subsidized Units (Section 8) • Accessory Dwelling Units (ADU)

If my unit is a...

Single Family Home, Duplex, Townhome, Condo, ADU

- Exempt from Just Cause Eviction
- Exempt from Right to Lease
- Exempt from Relocation Assistance

All non-exempt units developed after February 1, 1995

- Subject to Just Cause Eviction → Eviction not caused by the Tenant is subject to relocation assistance → Relocation = 2 x HUD FMR plus \$1,000**
- Subject to Right to Lease → Landlord must offer minimum 12 month lease with proposed rent increase → Landlord must provide minimum 12 month renewal lease, 90 days prior to expiration of current lease
- Exempt from Relocation Assistance

Parcels consisting of 3-4 units

- Subject to Just Cause Eviction → Eviction not caused by the Tenant is subject to relocation assistance → Relocation = 2 x HUD FMR plus \$1,000**
- Exempt from Right to Lease
- Eligible for Relocation Assistance*
 - For rent increase 7% or less over a 12 month period → No relocation - Tenant can accept rent increase or vacate unit
 - For rent increase more than 7% over a 12 month period → Relocation = 3 x Current Rent
- Requires Rent Rollback on April 1, 2019*

Parcels consisting of 5+ units

- Subject to Just Cause Eviction → Eviction not caused by the Tenant is subject to relocation assistance → Relocation = 2 x HUD FMR plus \$1,000**
- Subject to Right to Lease → Landlord must offer minimum 12 month lease with proposed rent increase → Landlord must provide minimum 12 month lease renewal, 90 days prior to expiration of current lease
- Eligible for Relocation Assistance*
 - For rent increase 7% or less over a 12 month period → No relocation - Tenant can accept rent increase or vacate unit
 - For rent increase more than 7% over a 12 month period → Is Tenant household income over 130% of AMI?***
 - YES → Tenant qualifies for *modified* relocation → Relocation = 3 x Proposed Rent
 - NO → Tenant qualifies for *full* relocation → Relocation = Years of Occupancy x Proposed Rent
- Requires Rent Rollback on April 1, 2019*

0-3 years	Proposed Rent x 3
3-4 years	Proposed Rent x 4
4-5 years	Proposed Rent x 5
5+ years	Proposed Rent x 6

Right To Lease

Requires Landlords who own non-exempt properties to offer a minimum one year (12 month) lease option to all Tenants at the time of rent increase. Within 14 days, Tenant must notify the Landlord of their rejection of the lease. Tenant's failure to respond is deemed rejection of the lease offer. If the lease is rejected, Landlord and Tenant can negotiate a month-to-month or other type of lease agreement.

Initial Lease Offer: When a Landlord presents a Tenant with the first rent increase on or after March 14, 2019, they must offer a minimum one year lease and written notice of Tenant's rights to relocation assistance when providing notice of a rent increase.

Subsequent Offers: When a Landlord and Tenant are negotiating a new lease agreement, the Landlord is required to offer the Tenant a lease for one full year.

- If the Tenant accepts the lease offer, Landlord must offer Tenant a new one year renewal lease 90 days prior to expiration of that existing lease.
- If the Tenant rejects the lease offer and enters into a month-to-month agreement, the Landlord must offer a new minimum one year lease at the time of the first rent increase after the first anniversary of the rejection.

Just Cause Eviction

The Just Cause Eviction Ordinance protects Tenants from eviction which are not listed as one of the 12 legal reasons outlined in the Ordinance. Reasons for eviction and other issues relating to the termination of a tenancy can be found here: glendaleca.gov/justcause.

Any eviction not caused by the Tenant is subject to relocation assistance calculated at a rate of:

2 x HUD Fair Market Rent plus \$1,000.**

Relocation Assistance

Under certain conditions Tenants may be eligible for relocation assistance. When applicable, Landlords shall pay one-half of the relocation assistance fee no later than 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 5 business days after the Tenant has vacated the unit.

For more information or a copy of the Ordinance, please visit the City's informational web page at GlendaleCA.gov/Rent.

If after reading this notice, you still have questions regarding the new Ordinance, please email Rent@GlendaleCA.gov or call **(818) 548-3926**.

Banking Provision

Allows Landlords to save any unused rent increases and apply it to future rent increases.

- Total bank can't exceed 21%.
- Landlords may not use their bank to increase the rent more than 15% in a 12 month period without triggering relocation.

*Only applies if the units were built on or before February 1, 1995.

**Area Median Income (AMI) and Fair Market Rent (FMR) are published annually by the Housing & Urban Development Department (HUD). For additional information visit, GlendaleCA.gov/Rent