

For the full text of the Ordinance, news and amendments to the Ordinance please visit: [Glendaleca.gov/justcause](http://Glendaleca.gov/justcause)

# **JUST CAUSE FOR EVICTION**

**GMC Chapter 9.30**

## **GENERAL INFORMATION BULLETIN**

The Just Cause for Eviction Ordinance addresses the twelve (12) legal reasons for eviction and other issues relating to the termination of a tenancy.

## **TWELVE LEGAL REASONS FOR EVICTIONS IN THE CITY OF GLENDALE**

A landlord may bring an action to recover possession of a rental unit only upon one of the following grounds:

1. The tenant has failed to pay the rent to which the landlord is entitled.
2. The tenant has violated their lease or rental agreement, and has failed to comply after having been given lawful notice.
3. The tenant is committing or permitting to exist a nuisance or is causing damage to the rental unit or to the property. A nuisance is anything that creates an unreasonable interference with the comfort, safety, or enjoyment of any of the other residents of the same or adjacent buildings.
4. The tenant is using or permitting a rental unit to be used for any illegal purpose. This includes committing any such acts within a 1,000 feet radius of the boundary line of the property.
5. The person in possession of the rental unit at the end of a lease term is a subtenant not approved by the landlord.
6. The tenant has refused the landlord reasonable access to the unit for the purpose of making repairs or improvements, inspection, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee.
7. The landlord seeks in good faith to recover possession so as to demolish, or perform other work on the building or unit, if: (i) the work costs at least eight times the amount of the monthly rent times the number of rental units being worked on, and (ii) such work makes the unit uninhabitable for more than 30 days. If a landlord is converting the unit to a condominium, separate noticing regulations apply.
8. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by:
  - a) A resident manager (provided that no alternative vacant unit is available or the building does not have an existing resident manager).

b) The landlord, or the landlord's spouse, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, or parents.

c) Tenants who require case management or counseling as part of the tenancy.

9. The landlord seeks in good faith to recover possession in order to remove the rental unit permanently from rental housing use.

10. 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.

11. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a contractual agreement relating to the qualifications of tenancy.

12. The tenant continues to smoke in the rental unit or in common areas where smoking is prohibited. (GMC 8.52.080.)

## **EXEMPTION**

### **I. When is a rental unit exempt from the Ordinance?**

ALL RENTAL UNITS ARE COVERED, EXCEPT:

- Rental units located on a parcel containing two or fewer dwelling units;
- Rooms or accommodations in hotels, etc. which are rented for a period of less than 60 days;
- Section 8 housing and/or other government subsidized units;
- Other limited circumstances.

## **RELOCATION ASSISTANCE**

### **I. Under what conditions must landlords provide relocation assistance?**

A. The following require landlords to provide monetary relocation assistance:

- 1) When the unit is permanently removed from the rental housing market or requires eviction for demolition.
- 2) When the unit requires eviction for major rehabilitation.
- 3) When the landlord evicts for the occupancy of her/himself, spouse, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, or parents, a resident manager, or a tenant who requires case management or counseling as part of the tenancy.
- 4) When landlord evicts to comply with a governmental agency's Order to Vacate.
- 5) When they are evicted due to condominium conversion or for commercial use of the property.

### **II. Are there any exemptions from relocation assistance?**

A tenant would not be eligible for relocation:

- 1) When the tenant received actual written notice prior to entering into a written or oral tenancy agreement that an application to subdivide the property or convert the building to a condominium was on file with or had been approved by the City.

- 2) If evicting a resident manager to replace him/her with another resident manager.
- 3) When landlord evicts to comply with a governmental agency's Order to Vacate due to hazardous conditions caused by a natural disaster or an act of God.
- 4) The tenant receives relocation assistance from another governmental entity and that amount is equal to or greater than the amount provided in the Glendale Just Cause Eviction ordinance.

### **III. What is the relocation amount?**

The Landlord shall pay a relocation fee in the amount of two (2) times the amount of the current fair market rent as established by HUD for a rental unit of similar size, PLUS \$1,000. Additional exceptions may apply. See the City website ([Glendaleca.gov/justcause](http://Glendaleca.gov/justcause)) for the current HUD fair market rent rates.

### **IV. How shall payment be made?**

- A.
  - 1) The entire fee shall be paid to a tenant who is the only tenant in a rental unit.
  - 2) If a rental unit is occupied by two or more tenants, each tenant shall be paid a pro-rata share of the fee.
  
- B.
  - 1) One-Half of the payment shall be made within five (5) business days of service of a written notice of termination and one-half no later than five (5) business days after the tenant has vacated the rental unit; however,
  - 2) The landlord may, at the landlord's sole discretion and at the landlord's cost, deposit the relocation amount with his attorney or establish an escrow account for the tenant(s) in lieu of the payment described in B (1) above to be disbursed to the tenant upon certification of vacation.

## **RETALIATION**

### **I. What's retaliation?**

Retaliation occurs when a landlord, with the intent to retaliate against the tenant as a result of the tenant's assertion or exercise of rights under the law or the tenant's request or demand for or participation in mediation, arbitration, or litigation, does one of the following:

- threatens to evict or evicts a tenant
- causes the tenant to involuntarily move from a rental unit
- serves any notice to quit or notice of termination of tenancy
- decreases any services or increases the rent

The landlord's retaliatory action must be within 180 days of the tenant's assertion or exercise of his/her rights.

### **II. What are the penalties if the landlord has retaliatory intent?**

The tenant may assert retaliatory eviction as a defense. Retaliatory eviction may be punishable by: (1) a fine not exceeding \$250.00 for the first violation; (2) a fine not exceeding \$500.00 for the second violation; and (3) as a misdemeanor by a fine not exceeding \$500.00 or imprisonment for a term not exceeding 6 months.

Additional resources:

Housing Rights Center – 626-791-0211 or 1-800-477-5977

Neighborhood Legal Services – 1-800-433-6251