



**CITY OF SOUTH PASADENA
CITY COUNCIL**

AGENDA

**SPECIAL MEETING
TUESDAY, JUNE 13, 2023, AT 6:00 P.M.**

**AMEDEE O. "DICK" RICHARDS JR. COUNCIL CHAMBERS
1424 MISSION STREET, SOUTH PASADENA, CA 91030**

South Pasadena City Council Statement of Civility

As your elected governing board, we will treat each other, members of the public, and City employees with patience, civility, and courtesy as a model of the same behavior we wish to reflect in South Pasadena for the conduct of all City business and community participation. The decisions made tonight will be for the benefit of the South Pasadena community and not for personal gain.

NOTICE ON PUBLIC PARTICIPATION & ACCESSIBILITY

The South Pasadena City Council Meeting will be conducted in-person from the Amedee O. "Dick" Richards, Jr. Council Chambers, located at 1424 Mission Street, South Pasadena, CA 91030.

Public participation may be made as follows:

- In Person – Council Chambers, 1424 Mission Street, South Pasadena, CA 91030
- Live Broadcast via the City website – http://www.spectrumstream.com/streaming/south_pasadena/live.cfm
- Via Zoom – **Webinar ID: 825 9999 2830**
- Written Public Comment – written comment must be submitted by 12:00 p.m. the day of the meeting by emailing to ccpubliccomment@southpasadenaca.gov.
- Via Phone – +1-669-900-6833 and entering the Zoom Meeting ID listed above.

Meeting may be viewed at:

1. Go to the Zoom website, <https://zoom.us/join> and enter the Zoom Meeting information; or
2. Click on the following unique Zoom meeting link:
<https://us06web.zoom.us/j/82599992830> or
3. By calling: +1-669-900-6833 and entering the Zoom Meeting ID listed above; and viewing the meeting via http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

CALL TO ORDER: Mayor Jon Primuth

ROLL CALL:

Mayor	Jon Primuth
Mayor Pro Tem	Evelyn G. Zneimer
Councilmember	Jack Donovan
Councilmember	Michael A. Cacciotti
Councilmember	Janet Braun

PLEDGE OF ALLEGIANCE: Councilmember Janet Braun

PUBLIC COMMENT GUIDELINES

The City Council welcomes public input. Members of the public may comment on a non-agenda subject under the jurisdiction of the City Council or on an agenda item. Members of the public will have three minutes to address the City Council, however, the Mayor and City Council may adjust the time allotted, as needed.

Public Comments received in writing will not be read aloud at the meeting, but will be part of the meeting record. Written public comments will be uploaded to the City website for public viewing under Additional Documents. When submitting a public comment, please make sure to include the following:

- 1) Name (optional), and
- 2) Agenda item you are submitting public comment on.
- 3) Submit by no later than 12:00 p.m., on the day of the City Council meeting. Correspondence received after this time will be distributed the following business day.

PLEASE NOTE: The Mayor may exercise the Chair's discretion, subject to the approval of the majority of the City Council, to adjust public comment time limit to less than three minutes, as needed.

Pursuant to State law, the City Council may not discuss or take action on issues not on the meeting agenda, except that members of the City Council or staff may briefly respond to statements made or questions posed by persons exercising public testimony rights (Government Code Section 54954.2). Staff may be asked to follow up on such items.

CLOSED SESSION ANNOUNCEMENTS**1. CLOSED SESSION ANNOUNCEMENTS****PUBLIC COMMENT****2. PUBLIC COMMENT**

Public Comment will be limited to three minutes per speaker for the agendized items only.

ACTION/DISCUSSION**3. INTRODUCTION AND FIRST READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA AMENDING ARTICLE X ("JUST CAUSE FOR EVICTION") TO TITLE 17 ("HEALTH AND SANITATION") OF THE SOUTH PASADENA MUNICIPAL CODE****ORDINANCE**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE X ("JUST CAUSE FOR EVICTION") OF TITLE 17 ("HEALTH AND SANITATION") OF THE SOUTH PASADENA MUNICIPAL CODE

Recommendation

It is recommended that the City Council introduce by title only and waive full reading of an ordinance amending Article X ("Just Cause for Eviction") to Title 17 ("Health and Sanitation") of the South Pasadena Municipal Code.

ADJOURNMENT

FOR YOUR INFORMATION

FUTURE CITY COUNCIL MEETINGS

June 21, 2023	Regular City Council Meeting	7:00 P.M.
July 19, 2023	Regular City Council Meeting	7:00 P.M.
August 16, 2023	Regular City Council Meeting	7:00 P.M.

PUBLIC ACCESS TO AGENDA DOCUMENTS AND BROADCASTING OF MEETINGS

City Council meeting agenda packets, any agenda related documents, and additional documents are available online for public viewing on the City’s website:

www.southpasadenaca.gov/CityCouncilMeetings2023


Regular meetings are live streamed via the internet at:

http://www.spectrumstream.com/streaming/south_pasadena/live.cfm

AGENDA NOTIFICATION SUBSCRIPTION

If you wish to receive an agenda email notification please contact the City Clerk’s Division via email at CityClerk@southpasadenaca.gov or call (626) 403-7230.

ACCOMMODATIONS

 The City of South Pasadena wishes to make all of its public meetings accessible to the public. If special assistance is needed to participate in this meeting, please contact the City Clerk’s Division at (626) 403-7230 or cityclerk@southpasadenaca.gov. Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities. Notification at least 48 hours prior to the meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting (28 CFR 35.102-35.104 ADA Title II).

CERTIFICATION OF POSTING

*I declare under penalty of perjury that I posted this notice of agenda for the meeting to be held on **June 13, 2023**, on the bulletin board in the courtyard of City Hall located at 1414 Mission Street, South Pasadena, CA 91030, and on the City website as required by law, on the date listed below.*

06/08/2023

/S/

Date

Tiara Solorzano, Management Assistant



City Council Agenda Report

ITEM NO. 3

DATE: June 13, 2023

FROM: Arminé Chaparyan, City Manager *Armine*

PREPARED BY: Angelica Frausto-Lupo, Community Development Director
Leah Demarest, Senior Planner for Housing Programs

SUBJECT: **Introduction and First Reading of an Ordinance of the City Council of the City of South Pasadena, California Amending Article X (“Just Cause for Eviction”) of Title 17 (“Health and Sanitation”) of the South Pasadena Municipal Code**

Recommendation

It is recommended that the City Council introduce by title only and waive full reading of an ordinance amending Article X (“Just Cause for Eviction”) to Title 17 (“Health and Sanitation”) of the South Pasadena Municipal Code.

Executive Summary

The City Council adopt an Urgency Ordinance to establish a 45-day moratorium on no-fault just cause terminations of tenancy on May 17, 2023. In the days since, Community Development staff has studied the matter of substantial remodel evictions in great depth and has shared and discussed their research with the Ad Hoc Committee. In addition, staff and the Ad Hoc Committee hosted two constructive discussions with community members and stakeholders about the City’s just cause eviction protections. A third community meeting is set to take place on Monday, June 12, 2023 to provide an opportunity for staff to present the proposed ordinance to interested community members and stakeholders and to respond to questions and comments.

Background

In early April 2023, tenants in four units in the multifamily rental property at 1313 Huntington Drive received 60-day notices of termination of tenancy due for what is being termed a “substantial remodel” of their units. On April 19, 2023, the City Council received two written and six verbal public comments, including from four affected tenants, regarding the issuance of 60-day notices to tenants in these units and requesting that the City Council adopt an urgency ordinance amending the City’s Just Cause for eviction ordinance.

In response to the comments received, the City Council unanimously voted at the April 19, 2023 City Council Meeting to direct staff to review and evaluate the City’s Just-Cause

Introduction and First Reading of Just Cause for Eviction Ordinance

June 13, 2023

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In response to the comments received, the City Council unanimously voted at the April 19th City Council Meeting to direct staff to review and evaluate the City's Just Cause for Eviction ordinance and how it can be strengthened to further address the stated concerns of the ordinance.

At the City Council Meeting on May 17, 2023, staff recommended that the City Council adopt an Urgency Ordinance to establish a 45-day moratorium on no-fault just cause terminations of tenancy to provide time for staff to thoroughly study the issue and develop an ordinance that adequately addresses it. City Council, voted unanimously (Zneimer, moved – Cacciotti, second) to:

1. Adopt the Urgency Ordinance establishing the 45-day moratorium on no-fault just cause terminations of tenancy;
2. Direct staff to thoroughly study particular issues related to terminations of tenancy due to substantial remodel and to engage community members and stakeholders representing the interests of tenants and property owners and managers in discussions in order to develop an ordinance that effectively and fairly addresses issues related to terminations of tenancy due to substantial remodel; and
3. Form an Ad Hoc Committee consisting of Mayor Primuth and Councilmember Donovan to participate in developing the ordinance.

The particular issues that City Council requested staff to study included the following:

1. A definition of "Mom and Pop Landlords";
2. The breakdown of rental properties in South Pasadena by unit count, particularly those with five or more units
3. The Santa Barbara Rental Housing Mediation Program; and
4. Incorporating in the proposed ordinance a 1) right to return, 2) ability to transfer to another comparable unit, and 3) a more specific definition of substantial remodel and robust procedure for determining whether work qualifies as a substantial remodel as defined in the ordinance

In the days since the May 17th City Council Meeting, Community Development staff studied the matter of substantial remodel evictions in great depth and shared and discussed their research with the Ad Hoc Committee.

In addition, staff and the Ad Hoc Committee hosted two constructive discussions with community members and stakeholders about the City's just cause eviction protections.

On Thursday, June 1, stakeholders representing the California Apartment Association, Pasadena-Foothills Association of Realtors, South Pasadena Tenants Union, Care First South Pasadena, and Abundant Housing LA engaged in a policy-focused discussion.

On Monday, June 5, about 45 community members and stakeholders joined a broader discussion, during which staff and the Ad Hoc Committee listened to the concerns, experiences, and insights of tenants, tenant advocates, and property owners and managers.

Based on staff's research and input from community members and stakeholders, the proposed ordinance contains the following amendments to the City's existing Just Cause for Evictions Ordinance (Section 17.106 of South Pasadena Municipal Code):

1. Removal of "substantially remodel" as a "no-fault just cause," as defined in South Pasadena Municipal Code section 17.106(b)(2), for terminating a tenancy from section 17.106(b)(2)(D). Section 17.106(b)(2)(D) retains "intent to demolish the residential real property" as a "no-fault just cause."
2. Addition of a "Tenant Protections for Necessary and Substantial Repairs" section. This new subsection 17.106(e) [existing subsections 17.106(e)-(h) are re-designated]:
 - a. Provides a definition of "Necessary and Substantial Repairs;"
 - b. States that "Necessary and Substantial Repairs" are not a valid basis for a "no-fault just cause" termination of a tenancy; and
 - c. Establishes requirements for a landlord to mitigate temporary untenable conditions resulting from Necessary and Substantial Repairs, including provision of temporary relocation assistance when Necessary and Substantial Repairs require a tenant to temporarily vacate a rental unit.

Analysis

In the 2021-2029 Housing Element, the City commits to the expansion of tenant protections, making the following statement:

South Pasadena renters are important members of the community and make up about 53.5% of the city's population. The City's efforts to advance housing that is affordable to people of all income levels must include not only longer-term strategies like facilitating housing production, but also policies and programs that help South Pasadena's existing renters remain in (or return to) their homes and their broader community.

To better understand the landscape of properties which would be covered by certain tenant protections, including the City's existing Just Cause for Eviction Ordinance and the proposed new ordinance amending the substantial remodel provisions, staff performed an analysis of multifamily rental properties with two or more units in South Pasadena (see Attachment A).

Given the imminent threat of eviction facing South Pasadena tenants based on a property owner's stated intent to "substantially remodel" in accordance with the City's existing Just Cause for Eviction Ordinance, staff believes that the City must adopt an ordinance that amends the existing Just Cause for Eviction Ordinance to limit the permanent displacement of tenants from their rental units.

Many of the tenants who are currently facing eviction or are at risk of eviction for substantial remodel reside in properties with relatively lower rents. At the community

meeting on June 5, 2023, several tenants—including single parents and older and disabled people with fixed incomes, many of whom are long-term South Pasadena residents—shared their fears of eviction due to substantial remodel by property owners who had recently purchased their buildings. Given South Pasadena’s tight rental market with a shortage of units with rents affordable to households with moderate and lower incomes, tenants who are evicted are at risk of displacement from South Pasadena and even homelessness.

Strengthening Local Substantial Remodel Provisions

The City has the authority under Civil Code Section 1946.2(g)(1)(B) to adopt a local ordinance regulating just cause evictions, as long as findings are made that the ordinance is consistent with the terms of AB 1482 and that the provisions of the local ordinance are more protective than AB 1482 in (i) limiting the reasons for just cause eviction, (ii) requiring higher relocation assistance amounts, or (iii) imposing additional tenant protections not prohibited by other provisions of law.

To close loopholes used by landlords to evict tenants for substantial remodel in order to flip rental units and substantially raise the rents, several surrounding and nearby jurisdictions have enacted strengthened protections pertaining to just cause terminations of tenancy due to substantial remodel. Examples are presented in Attachment B.

In the June 1st and June 5th meetings, a common theme raised by both community members and stakeholders representing the interests of tenants and property owners was the need for local tenant protections to be clear and easily comprehensible to both tenants and property owners. While many tenants and tenant advocates commented that property owners should not be able to permanently displace a tenant for substantial remodel, several property owners and managers expressed concerns about new regulations restricting their ability to make necessary repairs to South Pasadena’s aging rental housing stock.

The proposed ordinance amending Section 17.106 of South Pasadena Municipal Code strikes a balance between the interests of tenants and property owners. It does not preclude property owners from performing necessary and substantial repairs. Rather, it prohibits property owners from evicting a tenant for such repairs and requires that property owners take measures to mitigate the impact of repairs on tenants, including providing temporary relocation assistance when it is necessary for a tenant to temporarily vacate their rental unit.

The proposed ordinance also meets requests by community members, stakeholders, and the City Council for clear requirements pertaining to substantial remodel. Specifically, the removal of substantial remodel as a no-fault just cause for termination of tenancy eliminates questions and room for interpretation as to whether the work to be performed meets the definition of substantial remodel and therefore enables a property owner to evict a tenant. It further avoids issues and confusion concerning a right to return policy—

after the termination of the tenancy—upon completion of the work. If substantial remodel is grounds only for temporary relocation, the right to return to the unit is implied, as the tenancy is never terminated in the first.

Finally, the proposed ordinance addresses concerns about substantial remodels not being necessary and for the benefit of the current tenants by changing the definition and terminology to “Necessary and Substantial Repairs,” which are defined to mean “substantial repairs that are necessary to bring the residential real property into compliance with applicable codes and laws affecting the health and safety of tenants of the building.”

The definition of Mom and Pop Landlords and rental housing mediation programs do not specifically address the issue of substantial remodel evictions but are related more broadly to the City’s evolving tenant protection programs. A summary of both are included in Attachment C.

Fiscal Impact

The adoption of an ordinance will have a minimal fiscal impact in terms of staff time to develop informational resources and to field any questions from members of the public.

Key Performance Indicators and Strategic Plan

This item aligns with Strategic Plan priority 5, Plan for Affordable Housing to Comply with State Mandates and Respond to Community Needs.

Commission Review and Recommendation

This item was not reviewed by a commission or board.

Attachments:

1. Analysis of multifamily rental properties with two or more units in South Pasadena
2. Summary of Substantial Remodel Policies
3. Summary of Mom and Pop Landlords and rental housing mediation programs
4. Draft Ordinance

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ATTACHMENT 1

Analysis of multifamily rental properties with two or more
units in South Pasadena

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Analysis of Multifamily Rental Properties (2+ Units) in South Pasadena

The following analysis covers multifamily rental properties with two or more units in South Pasadena. This analysis excludes condominiums, single-family residential properties, and ADUs/JADUs, as most are exempt from South Pasadena’s Just Cause for Eviction Ordinance (South Pasadena Municipal Code Section 17.106).¹ Data was not filtered to only include renter-occupied properties because GovClarity, the City’s database of property records from the Los Angeles County Assessor’s Office, does not contain a data field for renter-occupied properties. However, table 1 below indicates an acceptable level of data accuracy in this analysis.

Table 1: Estimated rental units vs. estimated total occupied units in South Pasadena

Unit type	Number	Rental Units as Percent of Total Occupied Units
Universe of rental units in this analysis	5,437	51%
Estimated total occupied units in 2020	10,613	

Data Source: GovClarity (L.A. County Assessor’s data) and US Census Bureau, 2020 Decennial Census Redistricting Data.

Table 2: Number of Properties and Units by Size of Rental Property

Property Size	No. of Properties	No. of Units
2 units*	389	779
3 units	94	282
4 units	137	552
5+ units	325	3,824
Total	945	5,437

Data Source: GovClarity (L.A. County Assessor’s data).

*Might include owner-occupied duplexes, which are exempt from SPMC section 17.106.

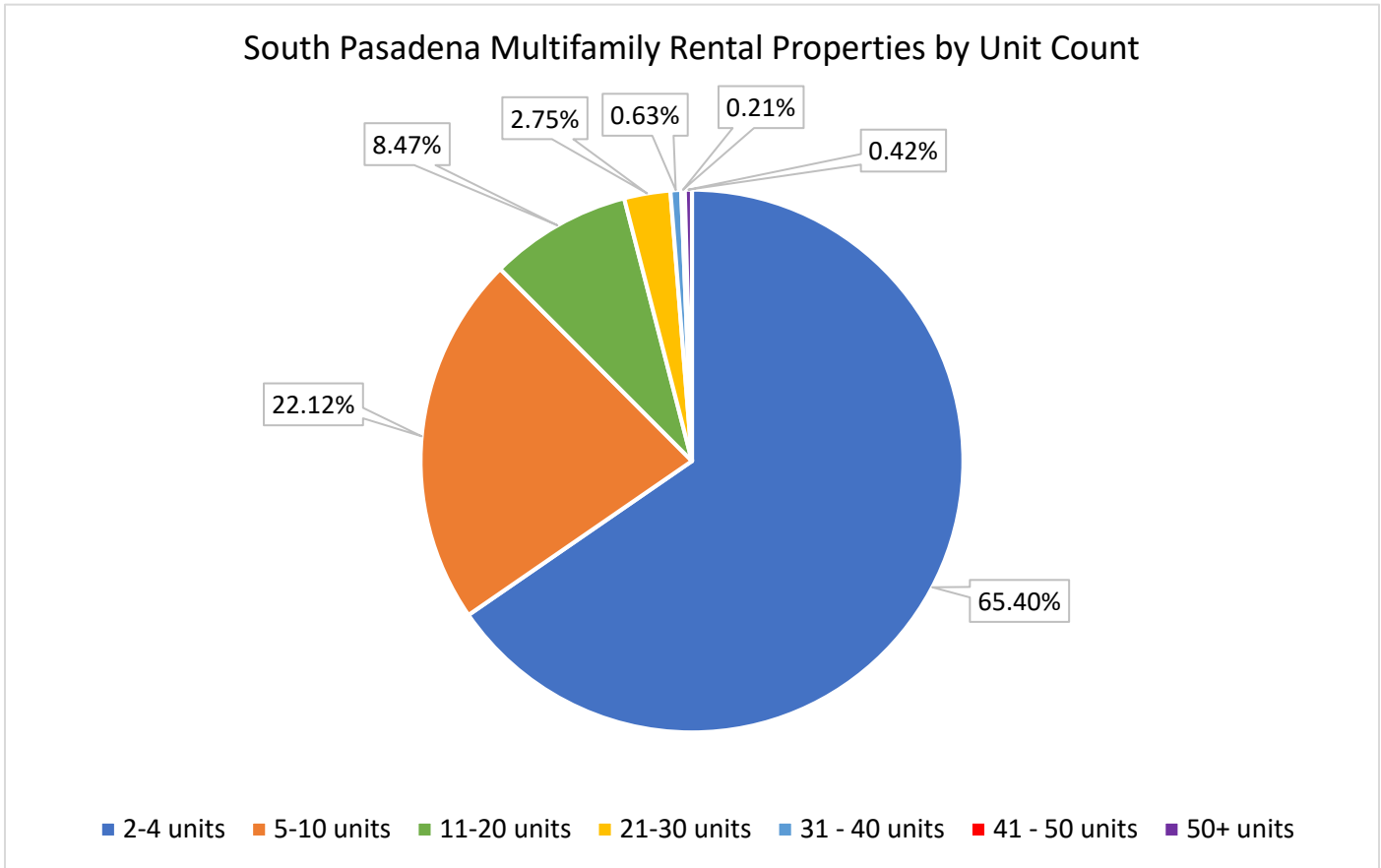
Table 3: Breakdown of Multifamily Properties by Number of Units

Property by No. of Units	No. of Properties	% of Properties
2-4 units	618	65.40%
5-10 units	209	22.12%
11-20 units	80	8.47%
21-30 units	26	2.75%
31 - 40 units	6	0.63%
41 - 50 units	2	0.21%
50+ units	4	0.42%
Total	945	100%

Data Source: GovClarity (L.A. County Assessor’s data).

¹ Per section 17.106(e) of South Pasadena Municipal Code, exempt property types include but are not limited to: properties that received a certificate of occupancy within the last 15 years; single-family owner-occupied residences, including an ADU or JADU; a duplex in which one of the units is owner-occupied; and single-family and condominium properties that are not owned by a real estate investment trust, a corporation, or an LLC in which at least one member is a corporation.

Figure 1: Percentage Breakdown of Multifamily Properties by Number of Units



Data Source: GovClarity (L.A. County Assessor’s data).

Table 4: Age of Multifamily Rental Properties

Age of Property	No. of Properties
Built before 2008	945
Built in 2008 or later*	0

Data Source: GovClarity (L.A. County Assessor’s data).

ATTACHMENT 2
Summary of Substantial Remodel Policies

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Summary of Substantial Remodel Policies

The following is a summary of substantial remodel policies gathered by City of South Pasadena Housing Division staff.

Beverly Hills: Effective since 1978, Chapter 5 of Beverly Hills' Rent Stabilization Ordinance (RSO) applies only to units with rents of \$600 or less. Chapter 6 of the RSO was amended in 2017 to provide just cause protections to all other renters. Both chapters of the RSO does not provide for substantial remodel as a just cause for eviction. It does permit a landlord to terminate a tenancy if the landlord seeks in good faith to recover possession of the unit to demolish or move the building, so long as the landlord has obtained all required permits or approvals, given the tenant at least 90 days' notice, which has been approved by the Rent Stabilization Office, and met other requirements stipulated in section 4-5-511 of the RSO. Notices of tenancy termination shall be filed with the city clerk within one week after serving such notice on the tenant, and before such notices are filed, the landlord shall pay a minimum processing fee of \$100 per building, plus \$10 per unit for each unit in excess of 10 units.

Claremont: In October 2022, the City Council passed a six-month moratorium on terminations of tenancy due to a property owner's intent to substantially remodel. On May 23, 2023, the City Council adopted its Just Cause Evictions Ordinance, which will go into effect on June 22, 2023. The ordinance is consistent with AB 1482, with the exception of heightened tenant protections for substantial remodel evictions and higher relocation assistance amounts required for no-fault evictions.

Specifically, an owner shall not terminate a tenancy based on the owner's intent to demolish or substantially remodel the property unless and until all of the following additional requirements for terminations have been met:

1. Building permits and/or demolition permits have been secured from the City;
2. The tenant has been provided with copies of the building and/or demolition permits;
3. The tenant has been provided with a written detailed account of the scope of work, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work cannot be completed within 30 days;
4. For a substantial remodel eviction, the owner has demonstrated to the satisfaction of the City's Building Official or his/her/their designee that the cost of the work is more than six (6) times the cost of the tenant's monthly rent. For purposes of this requirement, the monthly rent shall be the average of the preceding 12-month period;
5. For a substantial remodel eviction, the owner has demonstrated to the satisfaction of the City's Building Official or his/her/their designee that the work is necessary to bring the rental unit into compliance with applicable codes and laws affecting the health and safety of tenants of the building.

Culver City: Substantial remodel is not included in Culver City's Tenant Protection Ordinance (TPO), adopted in September 2020, as a no-fault just cause for termination of a tenancy. Instead, the TPO includes provisions for "Tenant Protections During Temporary Untenantable Conditions," which are not a valid basis for no fault termination.

Landlords are required to mitigate such untenable conditions “either through actions to ensure that Tenants can safely remain in their Rental Unit during the work or through the temporary relocation of Tenants to comparable alternative housing accommodations” (CCMP section 15.09.330.B). The section further states that the two mitigation measures “should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of construction,” and, in defining untenable conditions, it refers to those described in California Civil Code Section 1941.1 and “any other condition that makes the Rental Unit incapable of being safely occupied.”

Activities that are subject to the TPO’s mitigation requirements include the following:

1. Substantial rehabilitation, as defined;
2. Work performed in order to comply with housing, health, building, or safety laws of the State or this Code, including but not limited to work performed to correct existing untenable conditions;
3. Tenant’s required temporary vacancy of a unit upon order of any government officer or agency; and
4. Fumigation that cannot be completed when a unit is occupied.

The TPO further describes the mitigation measures that are required of the landlord.

Glendale: Glendale’s Rental Rights Program Ordinance took effect March 14, 2019. Its no-fault just cause provisions for substantial remodel are consistent with AB 1482’s provisions but contain the additional requirement that the work must meet a specified cost threshold. Specifically, the work must cost “not less than the product of eight (8) times the amount of the monthly rent times for the rental unit on which the work is being performed. For purposes of this section, the monthly rent shall be the average of the preceding twelve (12) month period.”

City of Los Angeles: Los Angeles’ Just Cause for Eviction Ordinance (JCO), effective January 27, 2023, covers most properties that are not regulated by the City’s Rent Stabilization Ordinance (RSO).¹ In order to apply to a tenancy, it requires that the tenant either has lived in the same unit for at least six months or that their original lease expired, whichever comes first. The JCO includes the landlord’s intent to recover possession of a property to substantially remodel it as a no-fault just cause. It adopts AB 1482’s definition of “substantially remodel,” and has additional requirements that are substantially the same as South Pasadena’s provisions.

The RSO applies to certain rental properties that were first built on or before October 1, 1978, as well as replacement units under LAMC Section 151.28, and it contains more

¹ The JCO expands those who are covered compared to AB 1482, which exempts certain properties, including single-family residences and properties that have received a Certificate of Occupancy within the last 15 years.

protective provisions for substantial remodel.² For example, it does not include substantial remodel as a just cause for termination of tenancy, but it does include as a just cause the landlord's intent to recover possession of the rental unit to demolish the rental unit or comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates the vacating of the building housing the rental unit as a result of a violation of the LAMC or any other provision of law.

In addition, the RSO establishes the Tenant Habitability Program, also referred to as the Primary Renovation Program, which permits the temporary relocation of a tenant for "Primary Renovation Work and Related Work" under certain conditions. Permanent relocation is only an option under certain circumstances and if voluntarily chosen by the tenant. Section 152 authorizes the Housing Department to grant rent adjustments, in accordance with regulations and guidelines established by the Rent Adjustment Commission, for the landlord to recover a portion of the costs.

"Primary Renovation Work" is defined as follows:

Work performed either on a rental unit or on the building containing the rental unit that improves the property by prolonging its useful life or adding value, and involves either or both of the following:

1. *Replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit under the Los Angeles Municipal Code.*
2. *Abatement of hazardous materials, such as lead-based paint and asbestos, in accordance with applicable federal, state and local laws.*

"Related Work" has the following definition:

Improvements or repairs which, in and of themselves, do not constitute either Primary Renovation Work or Seismic Retrofit Work but which are undertaken in conjunction with and are necessary to the initiation and/or completion of Primary Renovation Work or Seismic Retrofit Work.

A landlord may undertake Primary Renovation Work only once a permit for Primary Renovation Work is obtained. The Housing Department shall clear the landlord's application for a permit for Primary Renovation Work if both of the following conditions have been met:

1. The landlord has submitted a Tenant Habitability Plan which the Housing Department finds to adequately mitigate the impact of Primary Renovation Work and any Related Work upon affected tenants; and
2. The landlord has submitted a declaration documenting service to affected tenants of both a Notice of Primary Renovation Work and a copy of the non-confidential portions of the Tenant Habitability Plan.

² Approximately 76% of multifamily rental units in the City of Los Angeles are regulated by the RSO.

The landlord shall indicate in its Tenant Habitability Plan whether temporary relocation of one or more tenant households is necessary. The Housing Department may independently determine whether temporary relocation is necessary as part of its review of the Plan. The tenant shall continue to pay rent, and the landlord shall pay for all temporary housing accommodation costs and any costs related to relocating. Temporarily relocated tenants shall have a right to reoccupy the rental unit upon completion of the work.

If the temporary relocation lasts 30 or more days, the landlord shall make available comparable housing either within the same building or in another building. If it lasts less than 30 days, the landlord shall make available temporary housing that provides habitable replacement accommodations within the same building or rental complex, in a hotel or motel, or in other external rental housing. Alternatively, a landlord and tenant may mutually agree to allow the landlord to pay the tenant a per diem amount in lieu of providing temporary replacement housing.

Finally, if the Primary Renovation Work and any Related Work will impact the habitability of a rental unit for 30 or more days, the tenant shall have the option to voluntarily terminate the tenancy in exchange for permanent relocation assistance. If the Primary Renovation Work and Related Work continues for 30 days longer than the projected completion date set forth in the later of either the Tenant Habitability Plan or any modifications thereto accepted by the Department, the tenant's option to accept permanent relocation assistance shall be renewed.

County of Los Angeles: The County's Rent Stabilization and Tenant Protection Ordinance (RSTPO), which went into effect April 1, 2020, does not include substantial remodel as a no-fault just cause for termination of tenancy. A termination qualifies as a no-fault termination only under the following circumstances: occupancy by the landlord or landlord's family member, withdrawal of rental units from rental market, and compliance with a government agency or court order. Furthermore, the ordinance contains very specific requirements for such no-fault terminations, including the requirement that the landlord or landlord's family member be similarly situated as the tenant or tenant's household members being displaced and a right to return for terminations due to occupancy by the landlord or landlord's family member.

Pasadena: On December 12, 2022, the City Council adopted Resolution No. 9970, certifying the November 8, 2022 passage by voters of the expansive Measure H, "The Pasadena Charter Amendment Initiative Petition Measure Imposing Rent Control." The Pasadena Fair and Equitable Housing Charter Amendment permits a landlord to terminate any tenancy for substantial repairs only if it meets the definition and requirements of "Necessary and Substantial Repairs Requiring Temporary Vacancy" provided for in Section 1806(a)(8) [emphasis added].

The landlord is permitted, after having obtained all necessary permits from the City of Pasadena and having provided written notice to the tenant, to seek "in good faith to

undertake substantial repairs that are necessary to bring the Rental Unit into compliance with applicable codes and laws affecting the health and safety of Tenants of the building.” The section contains provisions that define the specific requirements that must be met to be qualify as a just cause for termination of a tenancy, including independent confirmation by the City that the repairs necessitate the tenant to vacate the unit for a period of not less than 30 days and the noticing of the tenant’s right of first refusal to another comparable unit owned by the landlord at the same or lower rent and first right of return to reoccupy the unit upon completion of the repairs at the same rent charged to the tenant before the tenant temporarily vacated the unit to the extent allowed by state law.

If the tenant does not accept an offer to move to a comparable unit, a landlord seeking to temporarily recover possession of the unit for necessary and substantial repairs is required to pay relocation assistance. The amount of relocation assistance is to be determined by the recently appointed Pasadena Rental Housing Board.

Furthermore, while the Charter Amendment includes as a just cause the landlord’s compliance with a government agency’s order to vacate, order to comply, order to abate, or any other order that necessitates the vacating of the building, it also requires that the landlord provide the tenant the right of first refusal to a comparable unit and the first right of return to reoccupy the unit if and when it is found to be in compliance with the order at the same rent charged to the tenant before the tenant temporarily vacated the unit.

Pomona: The City Council adopted an Urgency Ordinance, effective August 1, 2022, that establishes rent control measures and just cause eviction protections. Its substantial remodel provisions are consistent with those in AB 1482 but contain the additional requirement that the work must meet a defined cost threshold. Specifically, the work must cost “not less than the product of eight (8) times the amount of the monthly rent times for the rental unit on which the work is being performed. For purposes of this section, the monthly rent shall be the average of the preceding twelve (12) month period.”

Santa Monica: Substantial renovation is not a just cause for termination of tenancy in Santa Monica’s Rent Control Law, which was adopted in April 1979. Temporary relocation is permitted when mandated by code compliance or by government order. The displacement and relocation of a tenant for this reason shall not terminate the tenancy of the tenant; the tenant has the right to return to the unit once it has been made habitable.

A landlord is required to provide temporary relocation benefits to tenants when:³

1. The landlord is required to temporarily recover possession of a rental housing unit in order to comply with housing, health, building, fire or safety laws of the State of California or the City of Santa Monica; or
2. A rental housing unit has been rendered uninhabitable, necessitating the tenant(s) of the housing unit to no longer dwell within that unit; or

³ https://library.qcode.us/lib/santa_monica_ca/pub/municipal_code/item/article_4-chapter_4_36-4_36_100

3. A tenant is required to vacate a rental housing unit upon the order of any government officer or agency.

The type of relocation benefits depends on how long it will take to complete the repairs. Generally, if the tenant will be displaced for 5 days or less, the tenant may be temporarily relocated to a safe and sanitary hotel/motel or comparable housing or receive a per diem rate for temporary housing and expenses.⁴ If the tenant will be displaced for 6 days or more, the tenant may be temporarily relocated to comparable housing or receive a per diem rate for temporary housing and expenses.

West Hollywood: West Hollywood's Rent Stabilization Ordinance, which has been in effect since June 27, 1985, permits a landlord to terminate a tenancy only for substantial repairs to correct a violation noticed by a governmental inspection agency to bring the property into compliance with applicable codes and laws affecting the health and safety of the tenants. The landlord shall only terminate a tenancy for this reason if the landlord has obtained all necessary permits, an authorized government agency has determined in writing that the rental unit may not be inhabited while work is performed, and the required work will take more than six months to complete.

The landlord must submit to the Rent Stabilization Division a copy of the government agency's written documentation and the relocation fee due to the City for contracted tenant counseling. The Rent Stabilization Division works with the landlord to create the 60-day notice. The landlord must then issue to the tenant the 60-day notice, with a copy of the authorized governmental agency's notice attached. The 60-day noticing period has not begun until the landlord pays the tenant the appropriate relocation fee.

If the government agency has ordered the removal of all tenants as provided for in this subsection prior to expiration of the sixty-day notice then the landlord shall pay reasonable costs for temporary lodging at a hotel or apartment until the end of the rent period already paid and until the permanent relocation fee is paid to the tenant if it has not been paid by the end of the rent period.

The landlord shall provide the tenant(s) with a right of first refusal to return to the renovated rental unit when the necessary repair or construction is completed. When the repair work is completed, the landlord shall offer the unit at the same maximum allowable rent as of the date on which the tenant(s) vacated the unit, plus any general across-the-board adjustments that would have been applied had the tenant not been evicted or vacated.

The rent for the unit will not be decontrolled during vacancy following a no-fault termination of a tenancy. The landlord will only be able to ask for the current maximum allowable rent or less from the next tenant following such a termination.

⁴ <https://www.santamonica.gov/housing-tenant-relocation-fee>

Aside from no-fault terminations of tenancy, the landlord shall provide relocation benefits to a displaced tenant when the landlord is required to temporarily recover possession of a rental unit in order to comply with local or state housing, health, building, or safety laws, or if a tenant is required to vacate a unit upon the order of any government officer or agency, or during fumigation that cannot be completed when a rental unit is occupied.

Unless otherwise agreed upon by the landlord and tenant, the landlord shall make payment directly to the lodging accommodations and pet accommodations facility. The landlord shall have the option, in lieu of providing tenant relocation benefits, of providing the tenant with comparable housing at any time during the period of the displacement.

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ATTACHMENT 3

Summary of Mom and Pop Landlords and rental housing
mediation programs

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Definition of “Mom and Pop Landlords”

Los Angeles Municipal Code permits Mom and Pop Landlords to pay a reduced relocation assistance *only* for terminations of tenancy for occupancy by the owner or owner’s family member. Per section 151.30 E of its code, “Mom and Pop Landlords” own no more than four residential units and a single-family house in the City of Los Angeles on a separate lot.

While Claremont’s recently adopted Just Cause Evictions Ordinance does explicitly provide for exemptions for “mom and pop landlords,” the ordinance does not apply to properties with nine or fewer units.

Culver City’s Tenant Protections Ordinance provides the following definition for “Small Landlord” in section 15.09.305(P):

a Landlord who has no direct or indirect economic interest in more than three (3) Rental Units located within or outside Culver City. Small Landlord shall not include 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, or is controlled by, a corporation; or (iv) a partnership in which at least one partner is, or is controlled by, a corporation.

Other Definitions of Mom and Pop Landlords:

- **Urban Institute:** Individual landlords who own a rental property with one to four units.¹
- **National Association of Realtors:** Owners of small rental properties (1-4 units) who also do the day-to-day management of these properties.²

Residential rental properties exempt from South Pasadena’s Just Cause for Eviction Ordinance

Consistent with AB 1482, several types of residential rental properties are currently exempt from South Pasadena’s Just Cause for Eviction Ordinance. While “Mom and Pop Landlords” are not explicitly exempt, many own these exempt properties. Exempt residential rental properties include but are not limited to the following:

- Single-family owner-occupied residences, including a residence in which the owner-occupant rents no more than two units or bedrooms, including an ADU or JADU.

¹ <https://www.urban.org/data-tools/tracking-rent-payments-mom-and-pop-landlords>

² [https://www.nar.realtor/blogs/economists-outlook/mom-and-pop-business-owners-day-landlords-of-small-rental-](https://www.nar.realtor/blogs/economists-outlook/mom-and-pop-business-owners-day-landlords-of-small-rental-properties#:~:text=In%20real%20estate%2C%20mom%2Dand,day%20management%20of%20these%20properties)

[properties#:~:text=In%20real%20estate%2C%20mom%2Dand,day%20management%20of%20these%20properties](https://www.nar.realtor/blogs/economists-outlook/mom-and-pop-business-owners-day-landlords-of-small-rental-properties#:~:text=In%20real%20estate%2C%20mom%2Dand,day%20management%20of%20these%20properties)

- Housing that has been issued a certificate of occupancy within the previous 15 years.
- Residential real property that is alienable separate from any other dwelling unit (e.g., single-family homes, condominiums), provided that the owner is not a real estate investment trust, a corporation, or a limited liability company in which a member is a corporation and the tenants have been provided written notice that the residential property is exempt from the ordinance.
- A duplex in which the owner occupies one of the units as its primary residence at the beginning of the tenancy.

Rental Housing Mediation Programs

Santa Barbara Rental Housing Mediation Program (RHMP)³

Established in 1976, the RHMP comprises three full-time staff and a Rental Housing Mediation Board of 15 trained community volunteers (5 homeowners, 5 landlords, and 5 tenants) appointed by the City Council. The RHMP is dedicated to resolving rental housing disputes by offering mediation services and information on landlord-tenant rights and responsibilities free of charge to residents of Santa Barbara, Goleta, and Carpinteria.

The RHMP provides a voluntary and confidential venue for parties to fully state their positions and to reach a mutually acceptable agreement. Rental housing disputes are mediated by staff or by two Board mediators between any combination of parties, including a landlord and tenant, roommates, a property manager and tenant, or a sublessor and sublessee. The mediators facilitate communication between the parties with the aim of resolving rental housing disputes out of court.

In addition to mediations and the provision of information on landlord-tenant rights and responsibilities, other services offered through the RHMP include staff consultations, referrals to social service agencies, and outreach and education.

According to the RHMP mediation services webpage,⁴ common issues brought to mediation include the following:

- Abandonment
- Change in terms of tenancy
- Co-Tenants
- Forcible evictions:
 - Lock-outs
 - Removal of doors or windows
- Late fees
- Lease termination
- Lodgers and guests
- Rent increases
- Rent withholding
- Repair & deductions
- Retaliatory eviction
- Security deposits

³ <https://santabarbaraca.gov/rental-housing-mediation-board>

⁴ <https://santabarbaraca.gov/services/housing-human-services/rental-housing-mediation-program/mediation-services>

- Removal of Tenant's property
- Utility shut-off
- Habitability and repair
- Invasion of privacy
- Last month's rent
- Sub-Tenants
- Termination of tenancies (3-day/30-day)

While the RHMP might serve as an effective method for resolving disputes related to rental housing, it is a supplement, not a substitute, to proactive and upstream policy changes that prevent certain evictions, and the accompanying need for mediation, in the first place.

It is worth noting that Santa Barbara's just cause ordinance adopts AB 1482's definition of substantial remodel. However, it includes additional building permit and noticing requirements consistent with South Pasadena's ordinance, as well as the requirement the landlord file with the Community Development Department a copy of the documents served on the tenant.

Mediation by Los Angeles County Department of Consumer and Business Affairs⁵

The LA County DCBA provides mediation for a variety of disputes, include rental housing disputes. DCBA's mediation services, which include phone conciliation, face-to-face mediation, and telephone caucus, are available to parties across the county, including tenants and landlords in South Pasadena.

⁵ <https://dcba.lacounty.gov/mediation/>

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ATTACHMENT 4
Draft Ordinance

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ORDINANCE NO. 23XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
SOUTH PASADENA, CALIFORNIA, AMENDING ARTICLE X
("JUST CAUSE FOR EVICTION") OF TITLE 17 ("HEALTH
AND SANITATION") OF THE SOUTH PASADENA
MUNICIPAL CODE**

WHEREAS, effective January 1, 2020, the Tenant Protection Act of 2019, Assembly Bill 1482 ("AB 1482") established state-wide just cause eviction protections intended to "help families afford to keep a roof over their heads, and... provide California with important new tools to combat our state's broader housing and affordability crisis[;]" and

WHEREAS, subject to certain exceptions, AB 1482: (1) limits rent increases over the course of any 12-month period to 5% plus the "percentage change in the cost of living" (as defined), or 10%, whichever is lower (the "rent stabilization provisions"); and (2) prohibits an "owner" (as defined) of "residential real property" (as defined) from terminating a tenancy without "just cause" (as defined) (the "just cause eviction provisions"); and

WHEREAS, the just cause eviction provisions of AB 1482 distinguish between "at-fault" and "no-fault" just cause terminations of tenancy; and

WHEREAS, the just cause eviction provisions of AB 1482 require an owner of residential property to pay relocation assistance to a tenant that has their lease terminated for "no-fault just cause[;]" and

WHEREAS, the just cause eviction provisions of AB 1482 allow for a "no-fault just cause" eviction of a tenant where the property owner intends to demolish or "substantially remodel" the unit (Civ. Code § 1946.2(b)(2)(D)(i)); and

WHEREAS, AB 1482's just cause eviction provisions define "substantially remodel" to mean:

"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" (Civ. Code § 1946.2(b)(2)(D)(ii)); and

WHEREAS, AB 1482's just cause eviction provisions specify that "[c]osmetic 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 substantial rehabilitation" (Civ. Code § 1946.2(b)(2)(D)(ii)); and

WHEREAS, AB 1482 permits a landlord to evict a tenant to "substantially remodel" the rental unit and then raise rents above AB 1482's rent caps when a new tenancy begins; and

WHEREAS, AB 1482 permits cities to adopt their own ordinances regulating evictions if the ordinance is more protective than AB 1482 in limiting the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, or provides additional tenant protections not prohibited by any other provision of law and makes a binding finding that the ordinance is more protective than AB 1482; and

WHEREAS, the City adopted Ordinance No. 2349 on November 4, 2020 establishing an interim moratorium on evictions of residential units due to substantial remodeling or demolition unless building permits were secured from the City and the tenant was given notice why the work could not be reasonably accomplished while they remained in place, which it found was more restrictive than AB 1482; and

WHEREAS, the City adopted Ordinance No. 2350 on December 16, 2020 extending the City's interim moratorium on evictions of residential tenants due to the owner's intent to demolish or to substantially remodel the unit until March 16, 2021, which it found was more protective than AB 1482; and

WHEREAS, the City adopted Ordinance No. 2351 on January 20, 2021 which repealed Ordinance No. 2350 and added Article IX (editorially renumbered to Article X to prevent duplication of numbering) to Chapter 17 of the South Pasadena Municipal Code titled "Just cause for eviction," which it found was more restrictive than AB 1482; and

WHEREAS, South Pasadena Municipal Code section 17.106 prohibits owners of residential property from terminating a tenancy without just cause; and

WHEREAS, South Pasadena Municipal Code section 17.106 establishes the following additional protections for a just cause eviction for "substantial remodel":

"No "just cause" eviction for "substantial remodel" or demolition shall be effective unless building permits were first secured from the city of South Pasadena, and, included with the notice of termination of the tenancy, the tenant was provided with copies of the building permit(s) and with a written detailed account explanation of the scope of work, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work cannot be completed in 30 days and requires the tenant to vacate the residential real property for that duration." (SPMC 17.106(b)(2)(D)(ii)); and

WHEREAS, tenants of multifamily rental properties in South Pasadena have recently reported that, despite the additional protections in South Pasadena Municipal Code section 17.106, they have received notices of termination of tenancy from their landlord for alleged purposes of "substantially remodeling" their residential units, thereby taking advantage of an unintended loophole for property owners to issue no-fault eviction notices for unsubstantiated or unnecessary "substantial remodels" and/or with the intent to raise rents above AB 1482's rent caps; and

WHEREAS, at its April 19, 2023 meeting, the City Council directed City staff to evaluate how the City can strengthen its just cause eviction provisions for renters; and

WHEREAS, at its May 17, 2023 meeting, the City Council adopted an urgency ordinance, Ordinance No. 2374, which established a 45-day moratorium on no-fault just cause evictions of residential tenancies in the City, and directed staff to study the issue of terminations of tenancy for “substantial remodels” and develop an ordinance with strengthened just cause eviction provisions; and

WHEREAS, there is concerned that, without more protective local just cause eviction provisions, “substantial remodel” evictions will result in displaced tenants becoming homeless and household and community destabilization; and

WHEREAS, adoption of this ordinance is exempt from review under the California Environmental Quality Act (“CEQA”) pursuant to the following, each a separate and independent basis: CEQA Guideline section 15183 (“Action Consistent with the General Plan and Zoning”); section 15378 (“No Project”); and section 15061(b)(3) (“No Significant Environmental Impact”).

**THE CITY COUNCIL OF THE CITY OF SOUTH PASADENA,
CALIFORNIA, DOES ORDAIN AS FOLLOWS:**

Section 1. Recitals. The City Council finds the foregoing recitals and their findings to be true and correct, and hereby incorporates such recitals and their findings into this Ordinance.

Section 2. Findings. The City Council finds that the just cause eviction provisions set forth in this Ordinance are more protective than those required under the Tenant Protection Act of 2019, Assembly Bill 1482 (“AB 1482”), in that the protections set forth under this Ordinance are consistent with the just cause eviction provisions under AB 1482 and this Ordinance limits the reasons for termination of a residential tenancy and provides additional tenant protections that are not prohibited by any other provision of law. .

Section 3. Code Amendment. Article X (“Just Cause for Eviction”) of Title 17 (“Health and Sanitation”) of the South Pasadena Municipal Code is hereby amended in its entirety to read as follows:

“17.106 Just cause for eviction and temporary vacancy.

(a) Notwithstanding any other law, if 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, as described in subdivision (f), below. If any additional adult tenant has been added to the lease before an existing tenant had 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) At least one tenant of multiple tenants has continuously and lawfully occupied the residential real property for 24 months or more.

(b) For purposes of this section, “just cause” includes either of the following:

(1) At-fault just cause, which is 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) 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.

(F) 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.

(G) 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.

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

(I) The employee, agent, or licensee’s failure to vacate after being terminated as an employee, agent, or a licensee, as described in paragraph (1) of Section 1161 of the California Code of Civil Procedure.

(J) When the tenant fails to deliver possession of the residential real property after providing the owner written notice as provided in California Civil Code section 1946 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, which includes any of the following:

(A) Intent to occupy the residential real property by the owner or the owner's spouse, domestic partner, children, grandchildren, parents, or grandparents.

(B) Withdrawal of the residential real property from the rental market.

(C) (i) The owner complying with any of the following:

(I) An order issued by a government agency that red tags the residential real property or a rental unit on such property that necessitates vacating the property or unit or a court order relating to habitability that necessitates vacating the residential real property or a rental unit on such property.

(II) An order issued by a court to vacate the residential real property.

(III) A local ordinance that necessitates vacating the residential real property.

(ii) 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 clause (i), the tenant shall not be entitled to relocation assistance as outlined in paragraph (3) of subdivision (d).

(D) (i) Intent to demolish the residential real property.

(c) 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 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.

(d) (1) For a tenancy for which just cause is required to terminate the tenancy under subdivision (a), if an owner of residential real property issues a termination notice based on a no-fault just cause described in paragraph (2) of subdivision (b), the owner shall, regardless of the tenant's income, at the owner's option, do one of the following:

(A) Assist the tenant to relocate by providing a direct payment to the tenant as described in paragraph (3).

(B) Waive in writing the payment of rent for the final month of the tenancy, prior to the rent becoming due.

(2) If an owner issues a notice to terminate a tenancy for no-fault just cause, the owner shall notify the tenant of the tenant's right to relocation assistance or rent waiver pursuant to this section. If the owner elects to waive the rent for the final month of the tenancy as provided in subparagraph (B) of paragraph (1), the notice shall state the amount of rent waived and that no rent is due for the final month of the tenancy.

(3) (A) 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. Any relocation assistance shall be provided within 15 calendar days of service of the notice.

(B) 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 subdivision shall be recoverable as damages in an action to recover possession.

(C) The relocation assistance or rent waiver required by this subdivision shall be credited against any other relocation assistance required by any other law.

(4) An owner's failure to strictly comply with this subdivision shall render the notice of termination void.

(f) Tenant Protections for Necessary and Substantial Repairs. Necessary and Substantial Repairs shall not be a valid basis for a no-fault just cause termination of tenancy under Section 17.106(b)(2) of South Pasadena Municipal Code. Necessary and Substantial Repairs includes an owner's undertaking in good faith of substantial repairs that are necessary to bring the residential real property and/or rental unit into compliance with housing, health, building or other applicable codes and laws and/or codes and laws affecting the health and safety of tenants of the building; replacement or substantial modification of any structural, electrical, plumbing or mechanical system that requires a permit from a governmental agency; and the abatement of hazardous materials, including lead-based paint, mold or asbestos, in accordance with federal, state and local laws. Necessary and Substantial Repairs do not include cosmetic improvements. ("Necessary and Substantial Repairs") shall not be a valid basis for a no-fault just cause termination of tenancy under Section 17.106(b)(2) of South Pasadena Municipal Code.

(1) If the Necessary and Substantial Repairs result in untenable conditions in the residential real property that require the tenant to temporarily vacate, the owner shall provide the tenant with relocation benefits as set forth in paragraph (5). Untenable conditions include the conditions described in California Civil Code Section 1941.1 and any other condition that renders the residential real property in violation of health, safety, and habitability codes and laws, including exposure of the tenant to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos or any other condition that makes the rental unit incapable of being safely occupied.

(2) The owner shall not require a tenant to temporarily vacate for Necessary and Substantial Repairs unless the owner has obtained all necessary building permits from the City of South Pasadena and has provided written notice to the tenant that includes the tenant's right to temporary relocation benefits; a description of the repairs to be completed, the expected duration of the repairs, the expected duration of the temporary untenable conditions, and mitigation measures to be taken; and a copy of the permits necessary to undertake the repairs. Written notice should be provided to the tenant at least thirty (30) days prior to commencement of the Necessary and Substantial Repairs.

(3) The owner shall mitigate untenable conditions resulting from Necessary and Substantial Repairs either through actions to ensure that the tenant can safely remain in their rental unit as set forth in paragraph (4) below or by providing relocation benefits as set forth in paragraph (5) below. These two mitigation measures should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the Necessary and Substantial Repairs.

(4) In order to mitigate temporary untenable conditions, if the tenant remains in their rental unit and in accordance with paragraph (3), the owner shall:

(A) Provide mitigation measures that will meet the standards set forth in applicable housing, health, building and safety laws, unless temporary relocation benefits are provided;

(B) Provide for protection of tenant's personal property during construction;

(C) Provide for reasonable alternative parking for a tenant otherwise entitled to parking;

(D) Provide for protection of tenants to exposure at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos;

(E) Take reasonable steps to prevent the disruption of major systems during construction;

(F) Provide for the safe storage of construction equipment and materials;

(G) Provide for the safe ingress and egress of tenant and tenant's guests;

(H) Conform to permitted construction hours under this code or project permits;

(I) Post a notification to tenants 30 days prior to commencement of Necessary and Substantial Repair activities or, as soon as practicable in the event of an emergency and in no event less than 24 hours prior, in an easily observable location at or near tenant entrances, which notice shall state the expected duration of the construction work and briefly describe the nature of the work, and shall remain posted throughout the course of construction.

(5) When the Necessary and Substantial Repairs necessitate that the tenant temporarily vacate the rental unit as described in paragraphs (1) and (3), the owner shall provide the tenant with the following temporary relocation benefits during the temporary displacement period:

(A) Owner shall pay tenant an amount based on a daily rate equal to two (2) times the daily pro-rata portion of the rental rate of the tenant's unit. For each day that temporary housing is required, tenant shall not be required to pay rent.

(B) Owner shall have the option, in lieu of providing relocation assistance in accordance with paragraph (A), of providing the tenant with comparable housing owned by the owner within the same building or in another building at any time during the period of displacement.

(C) Owner shall pay the actual costs of moving and storage if tenant is required to remove personal property from the rental unit. Owner may select a storage facility within a five (5) mile radius of tenant's rental unit.

(D) The displacement and relocation of a tenant pursuant to this paragraph (5) shall not terminate the tenancy of the displaced tenant. The displaced tenant shall have the right

to reoccupy his/her/their rental unit upon the completion of the Substantial and Necessary Repairs necessitating the tenant to temporarily vacate the rental unit.

(g) This section shall not apply to the following types of residential real properties or residential circumstances:

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

(2) 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.

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

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

(5) 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.

(6) A duplex 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.

(7) Housing that has been issued a certificate of occupancy within the previous 15 years.

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

(A) The owner is not any of the following:

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

(ii) A corporation.

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

(B) The tenants have been provided written notice that the residential property is exempt from this section.

(9) 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.

(h) An owner of residential real property, with a tenancy existing prior to December 31, 2019, and subject to this section, shall provide written notice to the tenant as follows:

“South Pasadena law provides that after a tenant has continuously and lawfully occupied a property for 12 months or more, or at least one tenant of multiple tenants has continuously and lawfully occupied the property for 24 months or more, the landlord must provide a statement of cause in any notice to terminate a tenancy.”

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

(i) Any waiver of the rights under this section shall be void as contrary to public policy.

(j) For the purposes of this section, the following definitions shall apply:

(1) “Owner” and “residential real property” have the same meaning as those terms are defined in Section 1954.51 of the California Civil Code.

(2) “Tenancy” means the lawful occupation of residential real property and includes a lease or sublease.

(k) An owner’s failure to strictly comply with this Chapter shall render a notice of termination of a tenancy void and shall be an affirmative defense to an unlawful detainer action.

(l) The Community Development Director shall have the authority to promulgate rules and regulations consistent with the provisions of this Chapter as may be necessary for the purpose of interpreting, implementing or clarifying the requirements and provisions herein and when promulgated, such rules and regulations shall be in full force and effect. A copy of such rules and regulations shall be on file in the Office of the City Clerk.

Section 5. CEQA. The City Council hereby finds and determines that this ordinance is not subject to the requirements of the California Environmental Quality Act (“CEQA”), pursuant to CEQA Guideline section 15183 (“Action Consistent with General Plan and Zoning”); section 15378 (“No Project”), and section 15061(b)(3) (“No Significant Environmental Impact”).

Section 6. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, or otherwise not in force or effect, such decision shall not affect the validity, force, or effect, of the remaining portions of this ordinance. The City Council declares that it would have adopted this ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or otherwise not in force or effect.

Section 7. Effective Date. This ordinance shall take effect thirty (30) days after its final passage and within fifteen (15) days after its passage, the City Clerk of the City of South Pasadena shall certify to the passage and adoption of this ordinance and to its approval by the Mayor and City Council and shall cause the same to be published in a newspaper in the manner required by law.

PASSED, APPROVED, and ADOPTED ON this 21st day of June, 2023.

Jon Primuth, Mayor

ATTEST:

APPROVED AS TO FORM:

Mark Perez, Deputy City Clerk
(seal)

Roxanne Diaz, City Attorney

I HEREBY CERTIFY the foregoing resolution was duly adopted by the City Council of the City of South Pasadena, California, at a regular meeting held on the 21st day of June 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Mark Perez, Deputy City Clerk