

The below draft ordinances prepared for Burbank are substantially based on ordinances passed by Los Angeles County for its unincorporated areas, as well as the cities of Bell Gardens and Cudahy. Footnotes highlight specific policies urgently requested by Burbank tenants and include citations to other jurisdictions with the same or substantially similar policies.

Chapter XX

RESIDENTIAL RENT REGULATIONS

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XX.010. Purpose and Applicability.¹

- A. The purposes of this Chapter are to protect tenants from excessive rent increases and to promote long-term stability and certainty for tenants in the rental market while providing landlords an ability to receive a fair return on their rental property.
- B. This Chapter shall be effective on _____, and apply to all Rental Units within the jurisdictional boundaries of the City, unless otherwise exempted by State law or the provisions of this Chapter.
- C. This Chapter regulates rents for certain tenancies. It requires landlords to register rental units, establishes an administrative petition process, and provides for procedures and guidelines for the implementation of this Chapter.

XX.020. Definitions.

For the purposes of this Chapter, unless the context requires otherwise, the following definitions shall apply:

- A. "Base Rent" means the Rent charged for a Rental Unit in effect on July 13, 2022, when the City Council declared its interest in regulating rent for residential properties in the City, or at the initiation of the Tenancy, whichever is later, plus any rent increase allowed thereafter pursuant to this Chapter.
- B. "Capital Improvement" means the addition, substantial repair or replacement of any improvements to dwelling units, buildings, or common areas, which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to new uses, provided such improvement has a useful life expectancy of more than one (1) year and which is the same type of improvement as those allowed to be amortized over the useful life of the improvement in accordance with the Internal Revenue Code and its regulations or similar improvements as determined by the Department. Capital Improvement does not include normal or routine maintenance or repair or insured repairs.

¹ "[R]ent regulations tend to raise in a situation of imbalance in the rental market in which skyrocketing rents tend to threaten deeply held social priorities like maintaining neighborhood stability and preventing landlords from profiting excessively from passive ownership of land." Pastor, Manuel; Carter, Vanessa; Abood, Maya. *Rent Matters: What are the Impacts of Rent Stabilization Measures*. USC Dornsife: October 2018.

- C. "City" means the City of Burbank.
- D. "Code" means the City of Burbank Municipal Code.
- E. "Comparable Unit" means rental units that have approximately the same living space and the same number of bedrooms and bathrooms, are located in the same or similar neighborhoods, and feature the same, similar, or equal amenities and housing services.
- F. "Consumer Price Index" or "CPI" means the Consumer Price Index for all urban consumers of the Los Angeles-Long Beach-Anaheim, California area, published by the U.S. Department of Labor, Bureau of Labor Statistics, or any successor designation of that index that may later be adopted by the U.S. Department of Labor.
- G. "Covered Rental Unit" means any Rental Unit that is not designated as exempt pursuant to Section XX.030 of this Chapter.
- H. "Department" means the Community Development Department of the City of Burbank, or other Department designated by the City Council to administer the provisions of this Chapter.
- I. "Director" means the Director of the Department, or their designee.
- J. "Hearing Officer" means the person designated by the City Manager or designee to conduct a review hearing and decide petitions and appeals under this Chapter.
- K. "Housing Services" means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building or residential complex in which a Rental Unit is contained.
- L. "Landlord" means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing.

- M. “Rent” means the sum of all periodic payments and all non-monetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit, including Tenant's access to and use of Housing Services. Rent includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. Rent also includes any rent discounts, incentives, concessions, or credits offered by the Landlord. Rent does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to this Chapter.
- N. “Rental Agreement” means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related Housing Services. It further encompasses any agreements or waivers implied by the mutual conduct of the landlord and tenant(s).
- O. “Rental Unit” means any dwelling unit, as defined under California Civil Code section 1940 subsection (c) located in the jurisdictional boundaries of the City of Burbank and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted.
- P. “Residential Real Property” includes any parcel of land containing one or more dwelling units intended for human habitation.
- Q. “Service Reduction” means any decrease or diminution in the level of Housing Services provided by the Landlord on or after the effective date of this Chapter, including but not limited to, services the Landlord is required to provide pursuant to:
1. California Civil Code section 1941 et. seq.;
 2. The Landlord's implied warranty of habitability, which cannot be contractually excluded or waived;
 3. A Rental Agreement between the Landlord and the Tenant; and
 4. The level of service as implied by the condition of improvements, fixtures, and equipment, and their availability for use by the Landlord at the time of execution of the Rental Agreement with the Landlord.
- R. “Tenancy” means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.

- S. “Tenant” means a tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

XX.030. Exemptions.

- A. This Chapter shall not apply to any Rental Unit expressly exempt pursuant to any provision of State or Federal law, with the exception of the requirements of Section XX.090.
- B. The following are specifically exempt from the provisions of this Chapter:
1. Any dwelling unit that has a certificate of occupancy or equivalent permit for residential occupancy issued after February 1, 1995.
 2. Any dwelling unit that is alienable separate from the title to any other dwelling unit, including single family residences, condominiums and townhomes, or is a subdivided interest in a subdivision, as specified in California Business and Professions Code Section 11004.5 (b), (d) or (f).
 3. Housing restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing 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 Health and Safety Code section 50093 or comparable federal statutes. Housing where a Tenant utilizes a Section 8 voucher or other individual rental assistance shall not be exempt from this Chapter.
 4. Owner-occupied Residential Real Property containing no more than three (3) Rental Units in which the owner occupied one of the Rental Units as the owner’s principal place of residence since the beginning of the Tenancy, so long as the owner continues in occupancy. For purposes of this subsection:
 - a. The term “owner” means a natural person who owns at least a 50% ownership interest in the residential real property.
 - b. An exemption under this subsection shall expire by operation of law when the owner ceases to reside on the property as their principal place of residence.

5. Any dwelling unit which the City or another public agency or authority owns or operates.
 6. Accommodations in hotels, motels, inns, tourist homes and boarding houses, and rooming houses, or other facilities, for which the City has received or is entitled to receive payment of transient occupancy tax pursuant to Chapter 2-4-604 of the Code (Transient Occupancy Tax) and California Civil Code section 1940 subdivision (b).
 7. Housing accommodations in a nonprofit hospital, religious facility, extended care facility, licensed residential care facility for the elderly (as defined in Health and Safety Code Section 159.2), or any other facility licensed by the State to provide medical care for residents.
- C. Exemptions under paragraphs B.3 and B.4 are not automatic but shall be granted by the Department upon application by the Landlord as set forth in Section XX.090.

XX.040. Permitted Rent Increases for Covered Rental Units.

- A. A Landlord shall not increase the Rent for a Covered Rental Unit by more than 3 percent, or 60% of the percent change in CPI, whichever is lower. For purposes of this Section, “percentage change in CPI” means the percentage change in the Consumer Price Index over the previous 12-month period ending in April of each year.²
- B. A Landlord shall not impose more than one (1) Rent increase for a Covered Rental Unit in any 12-month period, calculated from the date the Rent increase takes effect, unless otherwise permitted pursuant to this Chapter.

² Substantively similar rent increase formulas are currently used across several cities in Los Angeles County and California, including Oakland, Santa Monica, Cudahy, and West Hollywood. This formula has not faced legal challenge, as California courts recognize that complex price-setting regulations, like rent stabilization ordinances, should be left to legislative bodies to determine unless such a regulation produces a confiscatory result. *Santa Monica Beach, Ltd. v. Superior Ct.*, 19 Cal. 4th 952, 974 (1999). To constitute a taking, a regulation must substantially deprive a property owner of all reasonable use of the property. *Fisher v. City of Berkeley*, 37 Cal. 3d 644, 685, 693 (1984).

- C. No later than June 15 of each year, the Department shall announce the allowable annual Rent increase effective August 1 of that year, in accordance with the Department's procedures and guidelines.
- D. A Landlord may impose an annual Rent increase for any Covered Rental Unit, as allowed in this Section, only after providing at least thirty (30) days written notice to the Tenant of the Rent increase pursuant to California Civil Code section 827.
- E. A Landlord may impose an annual Rent increase only upon registering the Rental Unit with the City and paying any required annual registration fees pursuant to Section XX.090, and maintaining compliance with State and local laws and requirements.
- F. A Landlord who does not impose an annual Rent increase or a portion of the permitted annual Rent increase waives that annual Rent increase or the remaining portion of that permitted annual Rent increase for the remainder of the Tenancy. A Landlord may not bank any waived or unused permitted annual Rent increases for use in future years.
- G. This Chapter does not supersede a Landlord's right to set the initial Rent for new tenancies under State law.
- H. A Tenant may refuse to pay a Rent increase which is in violation of this Chapter. Such refusal to pay the unallowed increased amount shall be a defense in any action brought to recover possession of a Rental Unit or to collect the Rent increase owed.

XX.060. Capital Improvements Pass-Through Cost Recovery.

- A. A Landlord may pass-through up to a maximum of 50% of Capital Improvement costs to existing Tenants in Covered Rental Units in accordance with the provision of this Section.
- B. Capital Improvements must be for the primary benefit, use and enjoyment of Tenants, cost-factored, and amortized over a useful life of at least five (5) years, and permanently fixed in place or relatively immobile and appropriate to the use of the rental property.
- C. Capital Improvements eligible for pass-through cost recovery include, but are not limited to:
 - 1. The addition, but not the replacement, of the following improvements to a Rental Unit or common areas of the building in which the Rental Unit is located: security

gates and other security items, fencing, children's play equipment permanently installed on the premises, and other similar improvements as determined by the Department.

2. Replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit pursuant to State or local law.
3. Abatement of hazardous materials, such as lead-based paint, mold or asbestos, in accordance with applicable federal, State, and local laws.

D. Capital improvements cannot include regular maintenance or repairs from wear and tear, or be the result of a Landlord's failure to perform regular maintenance and repairs, or repairs covered by insurance.

E. Application Process.

1. A Landlord must submit an application to the Department for recovery of Capital Improvement costs, on a form approved by the Department, within one hundred eighty (180) days of completion of the Capital Improvement.
2. The pass-through application must contain the following information, and be accompanied by copies of relevant supporting documentation:
 - a. A description of the completed Capital Improvement;
 - b. A copy of all estimates, contracts, bills, invoices, and other documentation reasonably necessary to establish the cost of the Capital Improvement;
 - c. The proposed amortization period to be used based on the Department's procedures and guidelines, if the period differs from 60 months;
 - d. A list of Tenants that will be affected by or benefit from the Capital Improvement;
 - e. The formula used to calculate the pro rata share of each Tenant;
 - f. The monthly cost to each affected or benefiting Tenant;
 - g. The commencement and completion dates of the Capital Improvement; and
 - h. Such other information as the Department may reasonably request.
3. Within five (5) calendar days after submission of the application with the Department, the Landlord shall serve each affected Tenant with notice of the

application via personal service or certified mail return receipt requested. The notice must include a copy of the entirety of the application.

4. Within ten (10) calendar days after submission of the application, the Landlord shall file with the Department a proof of service signed under penalty of perjury stating that a copy of the application was served upon the affected Tenant. Such proof of notice is required before the application will be reviewed by the Department.
- F. Landlord may not pass-through costs of Capital Improvements to Tenants until the Department approves the Landlord's application and the Landlord registers each affected Rental Unit pursuant to Section XX.090.
- G. As part of the Department's review of the application, the Department shall reach out to each affected Tenant to confirm that each Tenant was served with a copy of the application, that the Capital Improvement was actually completed, and that it actually benefits the affected Tenant. The Department shall also give each affected Tenant no less than thirty (30) days to contest the Landlord's application and imposition of the pass-through on any grounds. The Department shall consider any such contests when evaluating whether to approve or deny the application.
- H. No pass-through cost-recovery shall be approved that would increase the Rent by more than three percent (3%) of the Rent in effect at the time the pass-through application is filed with the Department. If the total amount of calculated pass-through costs would result in an increase that exceeds three percent (3%), the pass-through cost amortization period may be extended beyond the established amortization period to allow the Landlord to recover eligible Capital Improvement costs while not exceeding the maximum increase authorized by this subsection.
- I. A Landlord shall provide written notice of an approved pass-through cost to Tenants in accordance with California Civil Code section 827 and the approved pass-through cannot take effect until at least thirty (30) days after this written notice.
- J. The approved pass-through cost should appear as a separate line item on a Rent statement along with the end date of the amortization period and any remaining pass-through

balance. An approved pass-through cost is not considered Rent for purposes of this Chapter.

- K. Pass-through cost recovery applications will be considered and determined by the Director in accordance with guidelines and procedures established by the Department; and the Director's determination may be appealed to a Hearing Officer in accordance with the procedures set forth in Section XX.120.

XX.070. Petition for Rent Adjustment.

- A. Landlord's Application for Rent Increase.³ A Landlord may file an application with the Department to request an increase in Rent for a Covered Rental Unit in excess of that which is permitted under Section XX.040 to in good faith ensure a fair and reasonable return on the Landlord's investment.
1. Presumption. It shall be a rebuttable presumption that the annual net operating income earned by a Landlord, and Rent increases allowed under Section XX.040, provide the Landlord with a fair and reasonable return on their investment. A Landlord shall have the burden to prove the necessity of any additional Rent increase necessary to earn a fair and reasonable return.
 2. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12.
 3. Approval of the Landlord's application for Rent increase may become effective only after all of the following:
 - a. A Landlord has provided written notice to the Tenant of the approved Rent increase for the Covered Rental Unit in accordance with California Civil Code section 827; and

³ The California and Federal constitutions both guarantee landlords a fair rate of return. As such, rent adjustment petitions are a common feature of rent stabilization ordinances in order to provide the flexibility to adjust the rental rate via administrative review in instances when the default formula would produce a confiscatory result. *Kavanau v. Santa Monica Rent Control Bd.*, 16 Cal. 4th 761, 782-786 (1997).

- b. A Landlord has registered each Rental Unit in the rental property, and is current on payment of registration fees, pursuant to Section XX.090.
- 4. Review and Approval of Application for Rent Increase.
 - a. The Department shall consider the following factors, as well as any other relevant factors, in reviewing the application and making its determination, and no individual factor shall be determinative:
 - i. Changes in the CPI.
 - ii. The rental history of the affected Covered Rental Unit(s) and the rental property, including the Base Rent and pattern of past Rent increases or decreases;
 - iii. The Landlord's income and expenses as they relate to the rental property, including but not limited to insurance costs.
 - iv. Increases or decreases in property taxes.
 - v. The history or any prior hearings or determinations on an application for Rent increase by Landlord.
 - vi. If the Tenant is utilizing a Section 8 Housing Choice Voucher or other tenant-based housing subsidy, whether the resulting rent will be above any applicable payment standard or otherwise have a negative impact on the Tenant's participation in the subsidy program.
 - vii. The addition of Capital Improvements on the rental property.
 - viii. The physical condition of the affected Covered Rental Unit(s) and building, including the quantity and quality of maintenance and repairs performed during the preceding twelve (12) months, as well as the long-term patterns of operating, maintenance, and Capital Improvement expenditures.
 - ix. The need for repairs caused by circumstances other than ordinary wear and tear.
 - x. Any increase or decrease of Housing Services since the last Rent increase.

- xii. A decrease in net operating income.
 - xiii. A fair and reasonable return on the building prorated among the Rental Units in the building.
 - xiv. If Landlord received Rent in violation of this Chapter or has otherwise failed to comply with this Chapter.
- b. The Director may approve or deny an application for Rent increase and make the following determinations, in compliance with the provisions of this Chapter:
 - i. The Department determines the Rent increase is necessary and appropriate to ensure the Landlord receives a fair and reasonable return on the Landlord's investment, and will not cause an undue financial burden on the affected Tenant.
 - ii. The Department determines a lesser Rent increase more appropriately ensures a fair and reasonable return on the Landlord's investment and will not cause an undue financial burden on the affected Tenant.
 - iii. The Department determines a Rent increase beyond that which is permitted under Section XX.040 appropriately ensures a fair and reasonable return on the Landlord's investment and will not cause an undue financial burden on the affected Tenant.
- c. An application for Rent increase shall not be approved if any Rent increase for that year, including any approved pass-through for Capital Improvements, plus any amount allowed for a fair and reasonable return on the Landlord's investment, will result in an increase of the Rent from the prior year of an affected Tenant by more than eight percent (8%), unless otherwise determined by the Department and subject to subsection A(2), above.

5. Notices Upon Filing Application for Rent Increase. Within five (5) calendar days after submission of an application for Rent increase with the Department, the Landlord, at their own expense, shall provide written notice of said application to each affected Tenant via personal service or certified mail return receipt requested, attaching a copy of the entirety of the application.
 6. Fees and costs incurred by a Landlord to prepare, file, or pursue an application for Rent increase are not allowable as operating expenses and may not be passed on to Tenants. Such fees and costs include, but are not limited to, attorney fees and other similar professional services costs.
- B. Tenant Application for Adjustment. A Tenant of a Covered Rental Unit may file an application for Rent adjustment with the Department for its determination in order to in good faith ensure the Tenant receives any adjustment they may be entitled to because of a Landlord's potential violation(s) of this Chapter. A Tenant must file such an application for Rent adjustment within one hundred eighty (180) days from the date the Tenant knew, or reasonably should have known, of the Landlord's potential violation(s).
1. Unlawful Rent and/or Fees or Charges. A Tenant may file an application for adjustment with the Department due to a Landlord's demand for Rent, fees, or charges that may be in excess of that permitted for a Covered Rental Unit.
 2. Failure to Maintain Habitable Premises. A Tenant may file an application for adjustment with the Department to request a refund of, or decrease in, Rent proportional to a Landlord's potential failure to maintain the Covered Rental Unit as a habitable premise in accordance with applicable laws or the Rental Agreement.
 - a. A Landlord shall not be liable to a Tenant for failure to maintain habitable premises if the Tenant caused the condition that is the subject of the application.
 3. Decrease in Housing Services. A Tenant may file an application for adjustment with the Department for a Service Reduction in Housing Services, without a corresponding reduction in Rent, which may be considered an increase in excess of permitted Rent.

4. Prior to filing an application for adjustment with the Department, a Tenant shall provide the Landlord all of the following:
 - a. Written notice identifying the potential violation(s) of excess Rent, fees or charges, failure to maintain habitable premises and/or decrease in housing services; and
 - b. A reasonable opportunity for the Landlord to correct the issues.
5. Review and Determination of Application for Adjustment. The Department shall consider the following factors, as well as any other relevant factors, in making its determination and no one (1) factor shall be determinative.
 - a. Increases or decreases in Rent or Housing Services since the effective date of this Chapter,
 - b. The pattern of recent Rent or Housing Service increases or decreases.
 - c. Whether the Landlord has received payment in excess of the maximum allowable Rent, fees, or charges permitted by this Chapter or has otherwise failed to comply with this Chapter.
 - d. When and how the Service Reduction was first identified by the Tenant and when and how the Landlord was notified of the alleged Service Reduction, orally, or in writing, and Landlord's response to such notice and whether Housing Services were reinstated or restored by the Landlord, and if so, when and how.
 - e. Whether any habitability violations stated by the Tenant in the application were improved or corrected, and if so, when and how.
 - f. The status of the habitability issues as of the date the application is signed.
6. Notice upon Filing Application for Adjustment. Within five (5) calendar days after submission of an application for adjustment with the Department, the Tenant shall provide written notice of said application to the Landlord via personal service, certified mail return receipt requested, or via any method by which the Tenant has previously communicated with the Landlord, including the method authorized to pay Rent.

C. Application Submittal to Department for Rent Increase or Adjustment. Upon receipt of an application, the Department shall review and evaluate whether there should be a Rent increase or adjustment in accordance with this Section and the Department's procedures and guidelines.

1. The application shall be on a form approved by the Department, signed under penalty of perjury, and must be accompanied by an application fee, if any, and must include the following:

- a. The specific Rent increase or adjustment requested; and
- b. Copies of any books, records, papers, or other financial information relevant to the review of the application; and
- c. Other documentation reasonably required by the Department relevant to the application.

2. Application Fees. The Department may set a reasonable application fee to be paid by the applicant at the time of the filing based on the administrative expenses incurred in reviewing and processing the application. Any such fees shall be waived for an applicant who documents their status as Low-Income or lower as determined by the Area Median Income for the Los Angeles Metro Area or would otherwise be entitled to a fee waiver in State court.

3. The Department shall have the authority to deem an application complete.

D. Right of Assistance. All parties to an application for Rent adjustment may seek assistance from attorneys or any other person designated by said parties.

E. Consolidation. Applications for Rent adjustment pertaining to Tenants in the same building or rental property may be consolidated for determination at the election of the Department.

XX.080. Security Deposit.

A. Unless otherwise prohibited by State law or the terms of a written rental agreement, a Landlord may increase a Tenant's security deposit for a Covered Rental Unit at the same time the Landlord seeks to increase the Rent under section XX.040. Any increase in the security deposit shall be clearly stated in the written notice of the annual rent increase and

shall not exceed two percent (2%) of the Rent in effect at the time the notice is served. The increased security deposit charge shall only be imposed until the security deposit equals the maximum amount authorized by State law.

- B. As used in this Section, security deposit means any “security” as defined in California Civil Code section 1950.5.

XX.090. Rental Unit Registration.⁴

- A. Commencing _____ and on or before September 30 of each subsequent year, a Landlord must register with the Department each Rental Unit that is rented or available for Rent for a term exceeding 30 consecutive days by annually filing a rental registration in a form approved by the Department.
- B. Registration must include, but is not limited to, the following information:
1. Property information, including address, year built and certificate of occupancy date.
 2. Rent for each Rental Unit in the rental property at the time of registration and the date and amount of the last Rent increase.
 3. Ownership information including the name and contact information of each owner for the rental property and the nature of such ownership interest.
 4. The number of total Rental Units in the rental property.
 5. The number of bedrooms and bathrooms for each Rental Unit
 6. The name and mailing address of each Tenant.
 7. A description of Housing Services.
 8. Move-in dates for each Tenant.
 9. Any additional information reasonably required by the Department to implement this Chapter.
- C. Registration Fee. A Landlord must pay an annual registration fee for each Rental Unit registered on or after _____. The registration fee shall be established by resolution of the City Council. Such fees are intended to recover the City’s reasonable

⁴ The bulk of municipal costs incurred by a rent stabilization policy can easily be supported by fees, depending on the registration fee set by the City. Further, landlords’ right to pass-through up to 50% of this fee ensures that the burden is shared by both landlords and tenants.

costs to implement, administer and enforce its rent stabilization and housing protection regulations as set forth in Chapters XX of the Code.

- D. **Registration Fee Pass-Through.** A Landlord may recover up to fifty percent (50%) of a registration fee from the Tenant of a Covered Rental Unit. A Landlord may only collect one annual registration fee pass-through cost at a time and must also meet the following requirements to pass-through this registration fee:
1. Timely and accurately submits an annual registration for each Covered Rental Unit in the rental property;
 2. Lists the registration fee pass-through cost as a separate line item on the monthly obligation(s) statement;
 3. Provides Tenant with thirty (30) days' notice before collecting any registration fee pass-through cost; and
 4. A Tenant's payment to the Landlord for the registration fee pass-through cost is paid in twelve (12) equal, monthly installments, unless otherwise agreed to by the Tenant.
- E. **Application for Rental Unit Exemption.** Any person with an ownership interest in a Rental Unit may claim an exemption from this Chapter by filing with the Department an application of exemption on a form approved by the Department.
1. The application for Rental Unit exemption shall be accompanied by supporting documentation, and a written declaration stating the facts which support the claim of exemption from the provisions of this Chapter. If the written declaration and supporting documents are not submitted by September 30 of each year for any Rental Unit, that unit shall be deemed to be subject to the provisions of this Chapter.

XX.100. Notices to Tenants.

- A. **Mandatory Notices to Tenants.** Landlords must provide to each Tenant, prior to, or at the time of agreeing to rent or lease a Covered Rental Unit, a notice of Tenant rights under this Chapter. The Department shall publish a form notice of Tenant rights in English and

other frequently spoken languages. Landlords must provide the form notice in the following circumstances:

1. When entering into a Rental Agreement, by including a copy of the form notice as an exhibit or attachment to the written Rental Agreement;
 2. When renewing a Rental Agreement; and
 3. When providing notice of a Rent increase or decrease in a Covered Rental Unit.
- B. Notice Regarding Potential Pass-Through Costs and Fees. A Landlord shall include language in the Rental Agreement that Tenant may be subject to pass-through costs and fees that have been reviewed and approved by the Department.
- C. If the Rental Agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of Tenant rights in English and the language in which the Rental Agreement was negotiated or written.

XX.110. Enforcement.

- A. Enforcement Authority. The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.
- B. The Director of the Department, or designee, may develop and publish procedures and guidelines to aid in the implementation of this Chapter.

XX.120. Administrative Review and Appeals.

- A. Administrative Review.
1. The Department shall review and evaluate applications pursuant to this Chapter and issue a notice of decision.
 2. The Department may request documents, interview witnesses and affected parties, and gather necessary evidence to review and make appropriate conclusions and findings.
- B. Authorization. Any party dissatisfied by the Department's final decision pursuant to this Chapter may request an appeal of the Department's decision to a Hearing Officer, unless otherwise prohibited by this Chapter. The Department's administrative record shall be reviewable by the Hearing Officer.

- C. Time Limit. A party must file an appeal in writing before the Department within thirty (30) days of the Department's final decision. The Hearing Officer shall have no authority to consider matters not filed within thirty (30) days of the Department's final decision.
- D. Filing of Appeals. An appeal shall be filed with the Department, on the prescribed form, along with any accompanying appeal fee, and shall state specifically whether the basis of the appeal is that:
1. The Department's determination or interpretation is not in accord with the purposes of this Chapter;
 2. There was an error or abuse of discretion by the Department;
 3. The administrative record includes inaccurate information; or
 4. The Department's decision is not supported by the administrative record.
- E. Procedures for Appeals.
1. Hearing Dates. A hearing on a request for appeal will be scheduled before a Hearing Officer for a date no sooner than fifteen (15) days and no later than sixty (60) days after receipt of the request for appeal, unless the hearing officer determines that good cause exists for an extension of time. Upon setting the hearing date, the Hearing Officer shall send written notice to the appealing party of the date, time and place set for the hearing.
 2. Public Hearing. The appeal hearing shall be conducted at a hearing open to the public. At the hearing, the Hearing Officer shall review the record of the decision and hear testimony of the party requesting the appeal, representatives of the Department, and any other interested party.
 3. Application and Materials. At an appeal hearing, the Hearing Officer shall consider only the administrative record that was the subject of the Department's final decision.
- F. Decision and Notice.
1. After the hearing, the Hearing Officer shall either:
 - a. Affirm, modify, or reverse the Department's decision and specify the reasons for its decision; or
 - b. Refer the matter back to the Department for further review.

2. Decisions shall be rendered within thirty (30) days of the close of the hearing. If the Hearing Officer fails to act within thirty (30) days of the close of the hearing, the Department's decision shall be deemed affirmed.
- G. The Department secretary shall mail the Hearing Officer's decision to the parties within ten (10) days after it is rendered.
 - H. Final decision. The decision of the Hearing Officer shall be final and not subject to further appeal.
 - I. Judicial Review of Hearing Officer Decision. Any person directly aggrieved by an administrative decision of a Hearing Officer pertaining to a request for appeal of a Department's decision under this Chapter, may seek judicial review in the Court pursuant to Government Code Section 53069.4 and/or Code of Civil Procedure Sections 1094.5 and 1094.6.

XX.130. Administrative Citations.

- A. Administrative Citation. Any Landlord or Tenant who violates any provision of this Chapter, or Department's procedures and guidelines, is subject to an administrative fine not to exceed One Thousand Dollars (\$1,000) per violation.
- B. Remedies are Cumulative. Each day that a violation continues shall constitute a separate and distinct offense. The remedies set forth in this section are cumulative and in addition to any other penalty provided by law, including any remedies which may be sought in a civil action. The provisions of this Chapter shall not be construed as limiting any party's right to obtain relief to which he or she may be entitled at law or in equity.
- C. Notices of Violation and Administrative Fine. If the Department determines that a Landlord or Tenant has violated this Chapter, the Department may issue notices of violation and administrative fine in accordance with the authority and procedures set forth in Chapter 1-1-108.1 of the Code.
- D. Administrative Appeals and Judicial Review.
 1. Administrative Appeal. Any Landlord or Tenant who receives a notice of administrative fine may request an administrative hearing before a hearing officer in accordance with Chapter 1-1-108.1 of the Code.

2. Judicial Review of Hearing Officer Decision. Any Landlord or Tenant may seek judicial review of a hearing officer's decision pertaining to the imposition of an administrative fine in accordance with Chapter 1-1-108.1 of the Code.

XX.140. Remedies.

- A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant who will fairly and adequately represent the Tenant's interest, including the City, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction for violation of this Chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this Chapter. The court may award reasonable attorneys' fees and costs to a Landlord who prevails in any such action only if the court determines that the Tenant's action was frivolous. A prevailing tenant shall be entitled to reasonable attorneys' fees and costs. An aggrieved Tenant is not required to take advantage of any administrative remedies, including but not limited to the petition process in Chapter 1-1-108.1 the Code, prior to bringing an action under this subsection.
- B. Civil Penalty. Any person violating any of the provisions, or failing to comply with any of the requirements of this Chapter, may be liable for a civil penalty not to exceed One Thousand Dollars (\$1,000) for each violation.
- C. Criminal Penalty. Any person violating any of the provisions or failing to comply with any of the requirements of this Chapter, may be guilty of a misdemeanor and punished by a fine of not more than One Thousand Dollars (\$1,000), or by imprisonment in the county jail for a period of not more than six (6) months, or by both.
- D. Each violation of any provision of this Chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.
- E. The above remedies are not exclusive and do not preclude the City or any Tenant from seeking other remedies or penalties provided by applicable law.

XX.150. Waiver.

Any waiver of rights under this Chapter shall be void as contrary to public policy.

XX.160. Severability.

If any provision of this Chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Chapter are declared to be severable.

DRAFT

Chapter XY

JUST CAUSE EVICTION PROTECTIONS

Sections:

XY.010	Purpose and Applicability
XY.020	Definitions
XY.030	Termination of Tenancy
XY.040	Relocation Assistance
XY.050	Tenant Buyout Agreements
XY.060	Retaliatory Eviction and Anti-Harassment
XY.070	Notices to Tenants
XY.080	Enforcement
XY.090	Administrative Citations
XY.100	Remedies
XY.110	Waiver
XY.120	Severability

XY.010. Purpose and Applicability.⁵

- A. The purpose of this Chapter is to reasonably regulate just cause evictions so as to be more protective than Civil Code section 1946.2.
- B. This Chapter shall be effective on _____, and apply to all dwelling units that are rented or available for rent within the City boundaries.
- C. This Chapter regulates evictions for certain tenancies. It requires landlords to provide relocation assistance for certain no-fault evictions, prohibits retaliation and harassment, and provides for the implementation and enforcement of this Chapter.

⁵ Just Cause Ordinances (JCO) are always passed in conjunction with Rent Stabilization Ordinances (RSO). Without an RSO, a JCO would be fatally flawed as landlords could simply circumvent eviction protections by drastically raising rents in order to evict a tenant. Similarly, without a JCO, an RSO would be toothless as landlords could simply evict a tenant to avoid the effect of rent stabilization.

XY.020. Definitions.

For the purposes of this Chapter, unless the context requires otherwise, the following definitions shall apply.

- A. "Buyout Agreement" means a written agreement between a Landlord and a Tenant as provided in Section XY.050 by which a Tenant, typically in consideration for monetary payment, agrees to vacate a Rental Unit.
- B. "City" means the City of Burbank.
- C. "Code" means the City of Burbank Municipal Code.
- D. "Comparable Unit" means rental units that have approximately the same living space and the same number of bedrooms and bathrooms, are located in the same or similar neighborhoods, and feature the same, similar, or equal amenities and housing services
- E. "Department" means the Community Development Department of the City of Burbank, or other Department designated by the City Council to administer the provisions of this Chapter.
- F. "Director" means the Director of the Department, or their designee.
- G. "Housing Services" means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which a Rental Unit is contained.
- H. "Landlord" means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing.

- I. “Landlord’s Family Member” means a spouse, domestic partner, child, grandchild, parent, or grandparent of a Landlord who owns at least a 50% ownership interest in the residential real property.
- J. “Rent” means the sum of all periodic payments and all non-monetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit, including Tenant's access to and use of Housing Services. Rent includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. Rent also includes any rent discounts, incentives, concessions, or credits offered by the Landlord. Rent does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to this Chapter.
- K. “Rental Agreement” means an agreement, oral, written, or implied by the conduct of the parties, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related Housing Services.
- L. “Rental Unit” means any dwelling unit, as defined under California Civil Code section 1940 subsection (c) located in the jurisdictional boundaries of the City of Burbank and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, and accessory dwelling units.
- M. “Residential Real Property” includes any parcel of land containing one or more dwelling units intended for human habitation.
- N. “Tenancy” means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.
- O. “Tenant” means a tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

XY.030. Termination of Tenancy.

- A. No Landlord may terminate a Tenancy of an occupied Rental Unit unless the Landlord can demonstrate either a For Cause or No-Fault termination.
- B. When terminating a Tenancy either For Cause or No-Fault, a Landlord must comply with all of the following:

1. The Landlord must serve a written notice to the Tenant in accordance with California Civil Code sections 1946 through 1946.5 that states the Landlord will terminate the Tenancy, indicates at least one For Cause or No-Fault reason for termination in reasonable detail, is provided in English (and also in the language in which the Rental Agreement was negotiated, if other than English), and includes any other information required by federal or State law; and
2. The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Rental Unit beyond the term of the terminated Tenancy in compliance with California Civil Code sections 1945 through 1946.5; and
3. The Landlord qualifies the termination as For Cause or No-Fault, as specified in this Section; and
4. If the termination is a No Fault termination, the Landlord has provided the Tenant with the notice of relocation assistance required by Section XY.040.
5. The Landlord has electronically submitted to the Department, within five (5) days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord's written notice of termination, and proof of such service, signed under penalty of perjury, on the Tenant. The Landlord shall maintain proof of service to the Department as evidence that the Landlord has complied with this Section.

C. For Cause Termination of Tenancy. If a Landlord can show any of the following circumstances with respect to a termination of Tenancy in a Rental Unit, the termination qualifies as a For Cause Termination.

1. Failure to Pay Rent. Tenant failed to pay Rent within three (3) days of written notice being served on Tenant by Landlord demanding payment as provided in paragraph (2) of California Code of Civil Procedure Section 1161; provided, however, that the landlord's right to evict a Tenant lawfully in possession of residential housing under this subdivision is limited to defaults in payment where the amount due exceeds one month of fair market rent for the Los Angeles metro area set annually by the U.S. Department of Housing and Urban Development for

an equivalent sized rental unit as that occupied by the tenant. The written notice to the Tenant required under this section shall state the number of bedrooms in the tenant's rental unit.⁶

2. Violation of Material Term of Rental Agreement. Tenant has continued to violate a material term of the Rental Agreement as provided in California Code of Civil Procedure section 1161 subdivision (3), after written notice to cease, and did not cure such violation within ten (10) days after receiving written notice from the Landlord of such violation. The following are not violations of material terms of a rental agreement:
 - a. The obligation to surrender possession upon proper notice; or
 - b. New terms added to an existing Rental Agreement cannot be considered a material Rental Agreement term unless expressly consented to in writing by the Tenant.
 - c. Adding additional occupants in an existing Tenancy is not a breach of a material Rental Agreement term so long as the number of occupants does not exceed the maximum number of occupants as determined by State or local laws and is not in violation of any State or local laws.
 - d. A Tenant's willful cause or allowance of substantial damage to the Rental Unit beyond normal wear and tear so long as Tenant agrees, after written notice, to pay the reasonable costs of repairing such damages and cease damaging said Rental Unit.
3. Waste. A Tenant committed waste as described in California Code of Civil Procedure section 1161(4).
4. Nuisance or Illegal Purpose. Tenant has maintained, committed, or permitted the maintenance or Department of a nuisance or used the Rental Unit for an illegal

⁶ Policies requiring a certain threshold of rental debt before a landlord has a right to evict a tenant for nonpayment have both a long and short history. In the 1980s, Washington, D.C. required tenants to be in arrears of at least \$600 in order to be subject to eviction. In early 2023, the City of Los Angeles passed the policy proposed here, which was upheld as legally valid by a California trial court in January 2024. *See* <https://publiccounsel.org/press-releases/tenants-win-big-in-court-decision-upholding-new-la-renter-protections/>.

purpose as provided in California Code of Civil Procedure section 1161(4) including:

- a. Any crime or act of violence committed by a Tenant of a Rental Unit which involves use of a gun or a deadly weapon, or inflicts serious bodily injury and for which a police report has been filed;
- b. Any threat of violent crime or violence, which includes any statement made by a Tenant, or at the Tenant's request, by the Tenant's agent, to any person who is on the property where the Rental Unit is located, threatening to commit a crime or violence which will result in death or serious bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is unequivocal, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety; or
- c. Nuisance under this section shall be defined as a tenant creating or maintaining a dangerous condition or an unsanitary condition that endangers health, safety and welfare or physically damages the unit beyond normal wear and tear and that condition has not been promptly abated or repaired after written notice to the Tenant from the Landlord and the passage of a reasonable cure period.
- d. It shall be an affirmative defense to an action for possession of a Rental Unit if a court determines that: (i) The Tenant or the Tenant's household member is a victim of an act or acts that constitute domestic violence or sexual assault or stalking; and (ii) The notice of For Cause termination is substantially based upon the act or acts constituting domestic violence or sexual assault or stalking against the Tenant or a Tenant's household

member, including but not limited to an action for possession based on complaints of noise, disturbances, or repeated presence of police.

5. Failure to Sign Substantially Similar Lease. The Tenant has refused to execute a written extension or renewal of a Rental Agreement upon expiration of a prior Rental Agreement, after written request or demand from the Landlord, but only if the provisions are substantially similar and the additional term is of similar duration to the prior written Rental Agreement, and is consistent with federal, State, and local laws. For purposes of this Subsection, the Landlord's written request or demand must be received no later than sixty (60) days before final day of Tenancy of the prior Rental Agreement and give the Tenant at least thirty (30) days to sign or choose to vacate at the end of the prior Rental Agreement.
6. Assignment or Subletting in Violation of Lease. The Tenant has assigned or sublet the Rental Unit in violation of the Rental Agreement, as provided in California Code of Civil Procedure section 1161(4).
7. Refuse Access. Tenant has continued to refuse, after Landlord has provided a written request, reasonable access to the Rental Unit by the Landlord for the purpose of making necessary repairs or improvements in accordance with California Civil Code Sections 1101.5 and 1954 and California Health and Safety Code Sections 13113.7 and 17926.1. No cause of action for possession under this provision shall exist if the notice of entry failed to explicitly state the specific justification for entry; the Landlord failed to reasonably coordinate entry with the Tenant's schedule; the Landlord misrepresented the reason(s) for the entry; if the notice of entry failed to provide an approximate time window for the entry that is reasonably related to the purpose of the entry; or if in the 90 days prior to the notice, the Landlord had failed provide notice of cancellation of a prior request to enter the rental unit. ⁷

⁷ This policy combines already-codified protections in tenant anti-harassment ordinances from other jurisdictions. For example, the City of Concord prohibits no less than 9 specific examples of abuse of the right of access, including entry that is "contrary to a tenant's reasonable request to change the date or time of entry," entry that "provides a time window that is unreasonably excessive in time," and "failing to timely notify the tenant that entry... for which the tenant was previously given notice has been canceled." Concord Municipal Code § 19.50.020(c). Los

8. Failure to Vacate After Termination of Employment. Tenant was employed by the Landlord to serve as a resident manager or other employee, was provided with the Rental Unit at no cost as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any Tenant whose Tenancy in the building or complex housing the Rental Unit commenced prior to assuming managerial responsibilities or whose status as a Tenant commenced prior to their status as a resident manager.

D. No-Fault Termination of Tenancy. If a Landlord can show any of the following circumstances with respect to a termination of Tenancy in a Rental Unit, the termination qualifies as a No-Fault termination.

1. A Landlord seeks in good faith to recover possession in order to imminently:
 - a. Demolish the Rental Unit.
 - b. Withdraw of the Covered Rental Unit as defined in XX.030.G permanently from rental housing use pursuant to State law.⁸
 - i. For purposes of this Section, the following shall not be deemed withdrawals from the rental market:
 - (1) Converting the property to a hotel, short-term rental, or any other use that involves human habitation in exchange for consideration paid to a Landlord
 - (2) Withdrawing only a portion of the property from the rental market. All rental units at the property must be withdrawn.
 - ii. Re-Rental Restrictions
 - (1) Re-rental within two years. If the rental unit is offered again for rent or lease for residential purposes within two years of the date the rental unit was withdrawn from rent or lease, the following provisions shall govern:

Angeles County's own policy similarly requires reasonable coordination with a tenant's schedule. Los Angeles County Code §8.52.130(B)(3).

⁸ This lengthy subsection codifies the right extended to cities by the Ellis Act to regulate the impact of Ellis evictions and ensure that they are performed in good faith.

- I. The Landlord of the rental unit shall be liable to any Tenant who was displaced from the property by that action for actual and exemplary damages. Any action by a Tenant pursuant to this paragraph shall be brought within three years of the withdrawal of the rental unit from rent or lease. However, nothing in this paragraph precludes a Tenant from pursuing any alternative remedy available under the law.
- II. The Department or its designee may institute a civil proceeding against any Landlord who has re-offered a rental unit for rent or lease subject to this subdivision, for exemplary damages for displacement of tenants or lessees. Any action pursuant to this paragraph shall be brought within three years of the withdrawal of the rental unit from rent or lease.
- III. Any Landlord who offers a rental unit again for rent or lease shall first offer in writing and in the language in which the original rental agreement was negotiated the unit for rent or lease to the tenant or lessee displaced from that unit by the withdrawal pursuant to this Chapter, if the Tenant has advised the Landlord in writing within thirty (30) days of the displacement of the Tenant's desire to consider an offer to renew the tenancy and has furnished the Landlord with an address to which that offer is to be directed. That Tenant or former Tenant may advise the Landlord at any time during the eligibility of a change of address to which an offer is to be directed.

IV. If the Landlord re-offers the rental unit for rent or lease pursuant to this subdivision, and the Tenant has advised the Landlord pursuant to this subdivision of a desire to consider an offer to renew the tenancy, then the Landlord shall offer to reinstate a rental agreement or lease on terms in effect at the time of the displacement, as permitted by law to that displaced Tenant.

V. This offer shall be deposited in the United States mail, by registered or certified mail with postage prepaid, addressed to the displaced tenant at the address furnished to the Landlord as provided in this subdivision, and shall describe the terms of the offer. The displaced Tenant shall have thirty (30) days from the deposit of the offer in the mail to accept the offer by personal delivery of that acceptance or by deposit of the acceptance in the United States mail by registered or certified mail with postage prepaid.

(2) Re-Rental Within Five Years. If the rental unit is offered again for rent or lease for residential purposes within five years of the date the rental unit was withdrawn from rent or lease, the following provisions shall govern:

I. For all tenancies commenced during the time periods described in subparagraph (ii), the rental unit shall be offered and rented or leased at the lawful rent in effect at the time any notice of intent to withdraw the rental unit is filed with the Department, plus annual adjustments available under Section XX.040.

II. The provisions of subparagraph (i) shall apply to all tenancies commenced during either of the following time periods:

1. The five-year period after any notice of intent to withdraw the rental unit is filed with the Department, whether or not the notice of intent is rescinded or the withdrawal of the rental unit is completed pursuant to the notice of intent.
2. The five-year period after the rental unit is withdrawn.

III. This subdivision shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the rental unit.

(3) Re-Rental Within Ten Years. If the rental unit is offered again for rent or lease for residential purposes within ten years of the date the rental unit was withdrawn from rent or lease, the following provisions shall govern:

- I. A Landlord who offers rental unit again for rent or lease within 10 years from the date on which they are withdrawn, and which are subject to this subdivision, shall first offer the unit to the Tenant displaced from that unit by the withdrawal, if the Tenant has advised the Landlord in writing within thirty (30) days of the displacement of the Tenant's desire to consider an offer to renew the tenancy and has furnished the Landlord with an address to which that offer is to be directed. That Tenant or former Tenant may advise the Landlord at any time during

the eligibility of a change of address to which an offer is to be directed. The Landlord of the rental unit shall be liable to any Tenant who was displaced by that action for failure to comply with this paragraph, for punitive damages in an amount which does not exceed the contract rent for six months, and the payment of which shall not be construed to extinguish the Landlord's obligation to comply with this subdivision.

iii. Implementation of Ellis Act Demolition Restrictions. If the rental unit(s) are demolished, and new rental unit(s) are constructed on the same property, and offered for rent or lease within five years of the date the rental unit(s) were withdrawn from rent or lease, the newly constructed rental unit(s) shall be subject to the system of control established in Section XX at which they would be offered on the basis of a fair and reasonable return on the newly constructed rental unit, notwithstanding any exemption from the system of controls for newly constructed rental unit.

iv. Applicability to Successors in Interest.

(1) Sections XY.030(D)(1)(b)(ii) and XY.030(D)(1)(b)(iii) apply to all successors in interest of a Landlord who has withdrawn rental units from rent or lease. The Department shall record a notice with the county recorder which shall specifically describe the real property where the rental unit is located, the dates applicable to the constraints and the name of the Landlord of record of the real property. The notice shall be indexed in the grantor-grantee index.

(2) A person who acquires title to the real property subsequent to the date upon which the rental unit thereon have been withdrawn from rent or lease, as a bona fide purchaser for

value, shall not be a successor in interest for the purposes of this Chapter if the notice prescribed by this section has not been recorded with the county recorder at least one day before the transfer of title.

v. Notice of Withdrawal.

(1) A Landlord who seeks to withdraw a unit from the rental market under this Section must provide the Department with a notice, that states under the penalty of perjury:

- I. the number of rental units,
- II. the address or location of those rental units
- III. the name or names of the tenants or lessees of the rental units
- IV. the rent applicable to each residential rental unit.

(2) The name or names of the tenants, the rent applicable to any residential rental unit, and the total number of rental units, is confidential information and for purposes of this Chapter shall be treated as confidential information for purposes of the Information Practices Act of 1977 (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the Civil Code). The Department, to the extent required by the preceding sentence, be considered an “agency,” as defined by subdivision (d) of Section 1798.3 of the Civil Code.

(3) The Landlord must record with the county recorder a memorandum summarizing the provisions, other than the confidential provisions, of the notice in a form which shall be prescribed by the regulation from the Department, and will require a certification with that notice that actions have been initiated as required by law to terminate any existing tenancies.

(4) The Landlord must notify the Department in writing of their intention to re-offer the rental unit for rent or lease.

vi. Date of Withdrawal of the Rental Unit. The date on which the rental unit(s) is withdrawn from rent or lease for purposes of this Chapter is 120 days from the delivery in person, electronic mail, or by first-class mail of that notice to the Department. However, if the tenant or lessee is at least 62 years of age or disabled, and has lived in their rental unit or unit within the rental unit for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw, then the date of withdrawal of the rental unit of that tenant or lessee shall be extended to one year after the date of delivery of that notice to the public entity, provided that the tenant gives written notice of their entitlement extension to the Landlord within 60 days of the date of delivery to the Department of the notice of intent to withdraw.

vii. Extension of Tenant for Elderly or Disabled Tenants.

(1) If a tenant notifies a landlord in writing within 60 days of the Department receiving the notice of intent to withdraw the rental unit, the following provisions shall apply:

- I. The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the public entity of the notice of intent to withdraw, subject to any adjustments otherwise available under Section XX.040.
- II. No party shall be relieved of the duty to perform any obligation under the lease or rental agreement.
- III. The Landlord may elect to extend the tenancy on any other rental unit within the rental unit up to one year after date of delivery to the Department of the

notice of intent to withdraw, subject to paragraphs (1) and (2).

- IV. Within 30 days of the notification by the tenant or lessee to the Landlord of their entitlement to an extension, the Landlord shall give written notice to the Department of the claim that the tenant or lessee is entitled to stay in their rental unit or unit within the rental unit for one year after date of delivery to the public entity of the notice of intent to withdraw.
- V. Within 90 days of date of delivery to the Department of the notice of Intent to withdraw, the Landlord shall give written notice of the Landlord's election to extend a tenancy under paragraph (3) and the revised date of withdrawal to the Department and any Tenant or lessee whose tenancy is extended.
- VI. The date of withdrawal for the rental unit as a whole, for purposes of calculating any time-periods in this Chapter, shall be the latest termination date among all tenants within the rental unit, as stated in the notices required by paragraphs (4) and (5). A Landlord's further voluntary extension of a tenancy beyond the date stated in the notices required by paragraphs (4) and (5) shall not extend the date of withdrawal.

(2) The landlord must notify any Tenant displaced pursuant to this Section of the following:

- I. That the Department has been notified pursuant to Section XY.030(D)(1)(b)(v).

- II. That the notice to the Department specified the name and the amount of rent paid by the Tenant or lessee as an occupant of the rental unit.
- III. The amount of rent the Landlord specified in the notice to the Department.
- IV. Notice to the Tenant or lessee of their rights to re-rent under this Section
- V. Notice to the Tenant or lessee of the following:
 - 1. If the Tenant or lessee is at least 62 years of age or disabled, and has lived in their rental unit for at least one year prior to the date of delivery to the public entity of the notice of intent to withdraw, then tenancy shall be extended to one year after date of delivery to the public entity of the notice of intent to withdraw, provided that the tenant or lessee gives written notice of their entitlement to the Landlord within 60 days of date of delivery to the public entity of the notice of intent to withdraw.
 - 2. The extended tenancy shall be continued on the same terms and conditions as existed on date of delivery to the Department of the notice of intent to withdraw, subject to any adjustments otherwise available under the system of control.
 - 3. No party shall be relieved of the duty to perform any obligation under the lease or rental agreement during the extended tenancy.

viii. Reporting Requirements:

(1) Not later than the last day of the third and sixth calendar months following the month in which notice is given to the Department, and thereafter not later than December 31 of each calendar year for a period of five years, beginning with the year in which the six-month notice is given, the Landlord of any property which contains or formerly contained one or more rental units which a tenant or tenants vacated pursuant to this Section shall notify the Department, in writing, under penalty of perjury, for each such unit:

- I. Whether the unit has been demolished;
- II. If the unit has not been demolished, whether it is in use;
- III. If it is in use, whether it is in residential use;
- IV. If it is in residential use, the date the tenancy began, the name of the Tenant(s), and the amount of rent charged.

If the unit has been demolished, and one or more new units constructed on the lot, the Landlord shall furnish the information required by items (2), (3) and (4) for each new unit. The Department, shall maintain a record of the notices received under this section and all notices received under this Section for each Rental Unit withdrawn from the rental market pursuant to this Section.

(2) The Department shall notify each person who is reported as having become a Tenant in a vacated or new unit subject to the reporting requirements of Subsection (1) that it maintains the records described in Subsection (1), and that

the rent of the unit may be restricted pursuant to this Section.

(3) The Department shall maintain a register of all rental units withdrawn from rent or lease under this Section and the rent applicable to each unit at the time of withdrawal. The Department shall inform Tenants displaced from units withdrawn from rent or lease at the address provided by the Tenant, when the Landlord notifies the Department that the unit or replacement unit will again be offered for rent or lease within ten years of the date of withdrawal.

(4) The Department may investigate whether a rental unit that was withdrawn from rent or lease has been again offered for rent or lease, and whether the Landlord has complied with the provisions of this Section.

ix. Amendments to the Ellis Act. This Section is enacted principally to exercise specific authority provided for by Chapter 12.75 of Division 7 of Title 1 of the California Government Code, originally enacted by Stats. 1985, Ch. 1509, Section 1 (the Ellis Act, California Government Code Sections 7060 et seq.). In the case of any amendment to Chapter 12.75 or any other provision of State law which amendment is inconsistent with this Section, this Section shall be deemed to be amended to be consistent with State law, and to the extent it cannot be so amended shall be interpreted to be effective as previously adopted to the maximum extent possible.

2. A Landlord seeks in good faith to recover possession of a Rental Unit for the use and occupancy by Landlord or Landlord's Family Member as the principal residence. Said Rental Unit must be occupied as the principal residence within ninety (90) days of the Tenant household vacating the Rental Unit, and the Rental Unit must continue to be occupied as the principal residence of Landlord or

Landlord's Family Member for at least three (3) years, unless extenuating circumstances exist.

- a. If the Rental Agreement was entered into on or after _____, this Subsection shall apply only if the Tenant agrees, in writing, to the termination, or if a provision of the Rental Agreement allows the Landlord to terminate the Rental Agreement if the Landlord, or Landlord's Family Member unilaterally decides to occupy the Rental Unit.
- b. A Landlord must provide the Tenant sixty (60) days' written notice that the Landlord intends to terminate the Tenancy.
- c. Owner-Occupancy Disclosure.
 - i. Not less than sixty (60) days prior to the final date of the Tenancy, in addition to any notice required by California Civil Code section 827, the Landlord must disclose to the Department the name(s) of the eligible individual(s) who will occupy the Rental Unit, and the relationship of said individual(s) to the Landlord.
 - ii. The Department may contact Landlord during the three (3) year occupancy time frame to confirm that the Landlord or Landlord's Family Member resides in the recovered Rental Unit(s), and may obtain written verification of residency.
- d. A Landlord may not terminate a Tenancy under this Section if any of the following apply, unless the Landlord or Landlord's Family Member who will reside in the Dwelling Unit is similarly situated as the Tenant or Tenant's household members who are being displaced:
 - i. A member of Tenant's household is either: (i) 62 years of age or older; or (ii) disabled as defined in Title 42 United States Code Section 423 or handicapped as defined in Section 50072 of the California Health and Safety Code
 - ii. Any Tenant in the Rental Unit or member of Tenant's household is terminally ill as certified by a treating physician licensed to practice in the State of California; or

- iii. Any Tenant in the Rental Unit is a low-income tenant (low-income tenant means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5).
 - iv. The Rental Unit is the primary residence of a school-aged (grades Pre-K-12) child enrolled in a school, and the notice of termination requires that the Rental Unit be vacated during the current school year.
 - e. Tenant's Right of First Return.
 - i. If a Landlord or Landlord's Family Member ceases occupation of the Rental Unit within three (3) years after the final date of Tenancy, the Tenant of a Rental Unit is entitled to receive notice of the first right to return to rent the same unit at the Rent previously charged plus any annual Rent increases allowed under Chapter XX of the Code.
 - ii. Nothing in this Section shall be construed to relieve the Landlord of the obligation to directly contact the former Tenant and to advise the Tenant that the recovered Rental Unit will again be offered for Rent.
 - 3. A Landlord seeks in good faith to recover possession to comply with any of the following: (i) An order issued by a government agency or court relating to habitability that necessitates vacating the Rental Unit; (ii) An order issued by a government agency or court to vacate the Rental Unit; or (iii) A local ordinance that necessitates vacating the Rental Unit. 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 for the need to vacate under this Subsection, the Tenant shall not be entitled to relocation assistance.
- E. All No-Fault terminations of Tenancy are eligible for relocation assistance.

XY.040. Relocation Assistance.

A. Permanent Relocation Assistance.⁹ When relocation assistance must be paid to Tenants who are evicted from their Rental Unit pursuant to Section XY.30(E), the Landlord must make the relocation assistance payment in accordance with this Section. The Landlord must provide written notice to the Tenant of the Tenant's entitlement to permanent relocation assistance at the same time the Landlord serves a notice of termination of Tenancy.

1. The Landlord shall pay a relocation assistance amount equal to three (3) times the Fair Market Rent in effect when the Landlord served the notice to terminate the tenancy.
2. If any of the Tenants living in the Rental Unit from which the Tenants are to be displaced includes a Qualified Tenant, then all Tenants living in the Rental Unit are collectively entitled to additional relocation assistance as follows:
 - a. The Landlord shall pay an additional relocation assistance amount equal to one (1) times the Fair Market Rent in effect when the Landlord served the notice to terminate the tenancy.
 - b. For purposes of this section, Qualified Tenant means a person who is sixty-two (62) years of age or older, disabled, as defined by _____, has dependent children under the age of eighteen (18), or is a lower-income person, as defined by California Health and Safety Code section 50079.5. The Tenant shall notify Landlord within 10 days of receiving the termination of tenancy notice, if any of the Tenants living in the Rental

⁹ This proposal - modeled after a policy passed by the City of Los Angeles in March 2023 - is narrowly tailored to provide the necessary relocation assistance that is necessary in order for a tenant to avoid homelessness when faced with a sudden no-fault eviction. Los Angeles Municipal Code § 165.09. It simply provides for the payment of first and last month's rent, security deposit, and moving expenses. The legality of this policy was upheld by a California trial court in January 2024.

<https://publiccounsel.org/press-releases/tenants-win-big-in-court-decision-upholding-new-la-renter-protections/>

Unit from which the Tenants are to be displaced includes a Qualified Tenant, along with any reasonable proof of eligibility.

3. Permanent relocation assistance payments must be paid directly to the Tenant.
 - a. If a Rental Unit is occupied by two (2) or more Tenants, then each Tenant of the Rental Unit shall be paid a pro-rata share of the relocation assistance payment.
 - b. Landlord shall pay one-half of the relocation assistance due no later than 15 days following service of the termination of tenancy and the balance due no later than five (5) business days after the Tenant has vacated the Rental Unit. If a Tenant fails to vacate after the expiration of the notice to terminate the tenancy, the actual amount of any relocation assistance provided pursuant to this Chapter shall be recoverable as damages in an action to recover possession.

B. Temporary Relocation Assistance.¹⁰ A Landlord must provide temporary relocation assistance to Tenants of a Rental Unit who are temporarily displaced due to repairs, rehabilitation of a Rental Unit, health and safety violations, or other work or activities that will make the Rental Unit an untenable dwelling, as defined in California Civil Code Section 1941.1, or will expose the Tenant to toxic or hazardous materials, or that cannot otherwise be completed while the Tenant remains in the Rental Unit.

1. Thirty (30) Days or Less. A Landlord must provide the Tenant a per-diem payment if the Tenant will be temporarily displaced for thirty (30) days or less.
2. Thirty-One (31) Days or More. A Landlord must provide the Tenant either a per-diem payment or comparable temporary accommodations, if available.
3. Per-Diem Payment.
 - a. Per-diem payment will be based on the Federal General Services Administration per-diem rate for lodging in the County of Los Angeles, which is updated on a yearly basis, unless otherwise agreed upon by the

¹⁰ This provision is substantially similar to the temporary relocation assistance policy passed by Bell Gardens in 2022. Bell Gardens Municipal Code § 5.63.040.B. It avoids the burdensome administrative expenses of City-reviewed temporary relocation plans while providing substantive protections to affected tenants.

Landlord and Tenant, and may include any applicable transient occupancy taxes.

- b. Upon mutual agreement by the Landlord and Tenant, per-diem payments may be paid directly to the Tenant, or in the event of a hotel, motel or short-term rental accommodations, directly to the hotel, motel or short-term rental.
 4. Temporary Relocation Assistance payments will be made on a pro-rata basis to the eligible Tenant household.
 5. Temporary Hotel or Motel Accommodation. If relocation is to a hotel or motel, the Landlord must provide a hotel or motel accommodation which is safe, sanitary, and unless otherwise agreed upon by the Landlord and Tenant, within a reasonable distance of the Tenant's Rental Unit.
 6. The temporary displacement and relocation of a Tenant pursuant to this Section XY.040.B shall not terminate the Tenancy of the displaced Tenant. The displaced Tenant shall have the right to reoccupy his or her Rental Unit upon the completion of the work necessary for the Rental Unit to comply with housing, health, building or safety laws or any government order and the Tenant shall retain all rights of Tenancy that existed prior to the displacement.
 7. Nothing in this Section XY.040.B shall be construed as authorizing a Landlord to require a Tenant to vacate a unit, except as permitted under federal, state, or local law.
- C. Relocation Assistance for Economic Displacement. A Landlord shall provide the relocation assistance specified in this subsection to a Tenant who elects to relinquish their tenancy following a proposed large rent increase
1. This subsection shall apply if the Rent increase exceeds the lesser of (1) the Consumer Price Index – All Urban Consumers (as measured by the 12 month percent change between the most recent April and the April preceding that, for the Los Angeles-Long Beach-Anaheim, CA area), plus five percent, or (2) ten percent. For purposes of this subsection, the proposed rental increase, whether imposed as a single increase or payable periodically over a 12-month period, shall

be calculated based on the highest legal monthly rate of rent established as of the date of the notice of rent increase, not any temporary, promotional, or discounted rent.

2. The relocation assistance amount due under this section shall be three times the fair market rent in the Los Angeles Metro area for a rental unit of a similar size as established by the United States Department of Housing and Urban Development plus \$1,411 in moving costs. The Department shall publish the required relocation amounts annually; moving costs shall also be updated annually at the rate of change of CPI.
- D. No Waiver. A Tenant cannot waive his or her right to receive relocation assistance required by this Chapter.
- E. Notice. Proof of all relocation assistance payments made by a Landlord to a Tenant shall be filed with the Department on a form approved by the Department.
- F. Any action brought by a Tenant for a violation of this Section must be brought in a court of competent jurisdiction. No administrative remedy need be exhausted prior to filing suit pursuant to this Section.

XY.050. Tenant Buyout Agreements.

- A. Landlord's Disclosure Prior to Buyout Offer. At the time a proposed buyout agreement is provided, the Landlord shall provide each Tenant in the Rental Unit a written disclosure, on a form approved by the Department, in the primary language of the Tenant if other than English and translated at the Landlord's expense, that shall include all of the following:
1. A statement that the Tenant has a right not to enter into buyout negotiations or a buyout agreement;
 2. A statement that the Tenant may choose to consult with an attorney before entering into a buyout agreement;
 3. A statement that the Tenant may rescind the buyout agreement for up to sixty (60) days after it is fully executed;

4. A statement that the Tenant may contact the Department for information about other buyout agreements in the Tenant's neighborhood and other relevant information;
5. Any other information required by the Department consistent with the purpose and provisions of this Section; and
6. A space for each Tenant to sign and write the date the Landlord provided the Tenant with the disclosure.

B. Requirement for Buyout Agreements. The buyout agreement shall:

1. Be in writing in the primary language of the Tenant if other than English translated at the Landlord's expense. The Landlord shall give each Tenant a copy of the proposed buyout agreement at least sixty (60) days before it is executed by the parties.
2. Include the following statement in bold letters in at least 12-point boldface type in close proximity to the space reserved for the signature of the Tenant:
 - a. "You may cancel this buyout agreement in writing at any time before the sixtieth (60th) day after all parties have signed this buyout agreement."
 - b. "You have a right not to enter into a buyout agreement."
 - c. "You may choose to consult with an attorney before signing this buyout agreement. The City of Burbank [Department] may also have information about other buyout agreements in your neighborhood."

C. Rescission of Buyout Agreement. A Tenant shall have the right to rescind a buyout agreement for up to sixty (60) days after its execution by all parties. In order to rescind a buyout agreement, the Tenant must hand-deliver, email, or send by certified mail return receipt requested, a statement to the Landlord indicating that the Tenant has rescinded the buyout agreement.

D. Filing of Buyout Agreement and Disclosure Notice. The Landlord shall provide the Tenant a copy of the fully executed buyout agreement within ten (10) days of execution. A Landlord shall also file with the Department a copy of the executed buyout agreement, along with proof of service to the Tenant of the disclosure notice as required in this Section, within ten (10) days after the buyout agreement is executed by all parties.

XY.060. Retaliatory Eviction and Anti-Harassment.

A. Retaliatory Eviction.

1. If the Landlord's termination of a Tenancy or refusal to renew a Tenancy is retaliatory in nature, and if the Tenant is not in default as to the payment of Rent as defined in section XY.030.C(1), then the Landlord may not terminate the Tenancy or refuse to renew the Tenancy or otherwise cause the Tenant to vacate the Rental Unit.
2. A Tenant may assert retaliation affirmatively or as a defense to the Landlord's action regardless of the period of time which has elapsed between the Tenant's assertion or exercise of rights under this Chapter or Chapter XX and the alleged act of retaliation.
3. Retaliation against a Tenant because of the Tenant's exercise of rights under this Chapter is prohibited. Retaliation claims may only be brought in court and may not be addressed administratively. A court may consider the protections afforded by this Chapter or Chapter XX in evaluating a claim of retaliation.

B. Anti-Harassment.¹¹ No Landlord, or any person, acting as a principal or agent, offering a Rental Unit for Rent, or any contractor, subcontractor or employee of the Landlord shall, with respect to property used as a Rental Unit under any Rental Agreement or other lawful Tenancy, do any of the following:

1. Interrupt, terminate, or fail to provide Housing Services required by Rental Agreement or by federal, State, or local housing, health, or safety laws, or threaten to do so, or violate or threaten to violate California Civil Code section 789.3 or 1940.2;
2. Do any of the actions in bad faith:
 - a. Fail to perform repairs and maintenance required by Rental Agreement or by federal, State, or local laws;

¹¹ This proposed tenant anti-harassment provision was passed by Los Angeles County for tenants living in unincorporated areas in 2020. Los Angeles County Code § 8.52.130.

- b. Fail to exercise due diligence in completing repairs and maintenance once undertaken;
 - c. Fail to follow appropriate industry repair, containment, or remediation protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;
 - d. Conduct elective renovation or construction of Rental Unit for the purpose of harassing a Tenant;
 - e. Refuse to acknowledge or accept receipt of a Tenant's lawful Rent payment as set forth in a Rental Agreement, by usual practice of the parties, or in a notice to pay Rent or quit;
 - f. Refuse to cash or process a rent check or other form of acceptable Rent payment for over thirty (30) days after it is tendered;
 - g. Fail to maintain a current address, in addition to any electronic payment methods, for delivery of Rent payments;
 - h. Request information that violates a Tenant's right to privacy, including, but not limited to, residency or citizenship status, protected class status, or social security number, except as required by law or in the case of a social security number, for the purpose of determining the Tenant's qualifications for a Tenancy;
 - i. Release information protected by the Tenant's right to privacy except as required or authorized by law; or
 - j. Request or demand an unreasonable amount of information from Tenant in response to a request for reasonable accommodation.
3. Abuse of the right of access into a rental unit as established and limited by California Civil Code Section 1954, including the following: entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection; failure to explicitly state the specific justification for entry in notice to the Tenant, failure to reasonably coordinate entry with the Tenant's schedule; misrepresenting the reasons for accessing residential real property as stated on the

notice of entry; failure to provide the approximate time window for the entry or providing a time window that is unreasonably excessive in time for the stated purpose; failure to timely notify the Tenant that entry for which the Tenant was previously given notice has been canceled, and/or excessively requesting entry in a manner not reasonably justified by the reason stated on the notice.

4. Influence or attempt to influence a Tenant to vacate a Rental Unit through fraud, misrepresentation, intimidation or coercion, which shall include threatening to report a Tenant to the United States Department of Homeland Security.
5. Threaten the Tenant, by word or gesture, with physical harm, or repeatedly mistreat an occupant of a Rental Unit during in-person conversations, through social media postings or messages, or other communications, with language, verbal or written, that a reasonable person would consider likely to cause fear or provoke an immediate violent reaction.
6. Violate any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, human immunodeficiency virus (HIV)/ acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income.
7. Take action to terminate any Tenancy including service of any notice to quit or other eviction notice or bring any action to recover possession of a Rental Unit based upon facts which the Landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the Landlord. No Landlord shall be liable under this Subsection for bringing an action to recover possession unless and until the Tenant has obtained a favorable termination of that action.
8. Remove from the Rental Unit personal property, furnishings, or any other items without the prior written consent of the Tenant, except when done pursuant to enforcement of a legal termination of Tenancy.

9. Provide false written or verbal information regarding any federal, State, or local Tenant protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice.
10. Offer payments to:
 - a. A Tenant to vacate, including a Buyout Agreement offer, more frequently than once every six (6) months, after the Tenant has notified the Landlord in writing that the Tenant does not desire to receive further offers of payments to vacate.
 - b. Attempt to coerce the Tenant to vacate accompanied with threats or intimidation. This shall not include settlement offers in pending eviction actions made in good faith and not accompanied with threats or intimidation.
11. Interfere with a Tenant's right to quiet use and enjoyment of a Rental Unit as that right is defined by law.
12. Commit repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of such Rental Unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a Rental Unit to vacate such Rental Unit or to surrender or waive any rights in relation to such occupancy.

C. Remedies and Penalties. For the purposes of this Section

1. A tenant prevailing in court under this article may shall be awarded three times compensatory damages (including damages for mental or emotional distress), rent refunds for reduction in Housing Services, reasonable attorney's fees and costs, imposition of civil penalties up to \$10,000 but no less than \$2,000 per violation depending upon the severity of the violation, tenant relocation, and other appropriate relief, as adjudged by the court.
2. The above remedies are not exclusive and do not preclude any Tenant from seeking other remedies or penalties provided by applicable law. No administrative remedy need be exhausted prior to filing suit pursuant to this Section.

XY.070. Notices to Tenants.

- A. Mandatory Notices to Tenants. Landlords must provide to each Tenant, prior to, or at the time of agreeing to rent or lease a Rental Unit, a notice of Tenant rights under this Chapter. The Department shall publish a form notice of Tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances.
 - 1. When entering into a Rental Agreement, by including a copy of the form notice as an exhibit or attachment to the written Rental Agreement; and
 - 2. When renewing a Rental Agreement.
- B. If the Rental Agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of Tenant rights in English and the language in which the Rental Agreement was negotiated or written.

XY.080. Enforcement.

- A. Enforcement Authority. The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.
- B. The Director of the Department, or designee, may develop and publish procedures and guidelines to aid in the implementation of this Chapter.

XY.090. Administrative Citations.

- A. Administrative Citation. Any Landlord or Tenant who violates any provision of this Chapter, or Department's procedures and guidelines, is subject to an administrative fine not to exceed One Thousand Dollars (\$1,000) per violation.
- B. Remedies are Cumulative. Each day that a violation continues shall constitute a separate and distinct offense. The remedies set forth in this section are cumulative and in addition to any other penalty provided by law, including any remedies which may be sought in a civil action. The provisions of this Chapter shall not be construed as limiting any party's right to obtain relief to which he or she may be entitled at law or in equity.

- C. Notices of Violation and Administrative Fine. If the Department determines that a Landlord or Tenant has violated this Chapter, the Department may issue notices of violation and administrative fine in accordance with the authority and procedures set forth in Chapter 1-1-108.1 the Code.
- D. Administrative Appeals and Judicial Review.
 - 1. Administrative Appeal. Any Landlord or Tenant who receives a notice of administrative fine may request an administrative hearing before a hearing officer in accordance with Chapter 1-1-108.1 of the Code.
 - 2. Judicial Review of Hearing Officer Decision. Any Landlord or Tenant may seek judicial review of a hearing officer's decision pertaining to the imposition of an administrative fine in accordance with Chapter 1-1-108.1 of the Code.

XY.100. Remedies.

- A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant who will fairly and adequately represent the Tenant's interest, including the City, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction for violation of this Chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this Chapter. The court may award reasonable attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.
- B. Civil Penalty. Any person violating any of the provisions, or failing to comply with any of the requirements of this Chapter, may be liable for a civil penalty not to exceed One Thousand Dollars (\$1,000) for each violation. For purposes of section XY.060, if the aggrieved Tenant is older than sixty-two (62) or disabled, the court may award an additional civil penalty of up to Five Thousand Dollars (\$5,000) per violation.
- C. Criminal Penalty. Any person violating any of the provisions or failing to comply with any of the requirements of this Chapter, may be guilty of a misdemeanor and punished by a fine of not more than One Thousand Dollars (\$1,000), or by imprisonment in the county jail for a period of not more than six (6) months, or by both.

- D. Defense to Eviction. A Landlord's failure to do anything required of them under this Chapter shall be an affirmative defense in an eviction proceeding.
- E. Each violation of any provision of this Chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.
- F. The above remedies are not exclusive and do not preclude the City or any Tenant from seeking other remedies or penalties provided by applicable law.

XY.110. Waiver.

Any waiver of rights under this Chapter shall be void as contrary to public policy.

XY.120. Severability.

If any provision of this Chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Chapter are declared to be severable.