

Introduced by: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF PASADENA AMENDING TITLE 9, CHAPTER 9.75 (TENANT PROTECTION) OF THE PASADENA MUNICIPAL CODE CLARIFYING THE CONDITIONS UNDER WHICH TENANTS ARE ELIGIBLE TO RECEIVE RELOCATION ALLOWANCE AND MOVING EXPENSE ALLOWANCE AND UPDATING THE ORDINANCE.

The People of the City of Pasadena ordain as follows:

SECTION 1. Ordinance No. _____, due to its length and corresponding cost of publication, will be published by title and summary as permitted by Section 508 of the Pasadena City Charter. The approved summary of this Ordinance is as follows:

“Summary

“Ordinance No. _____ will amend Title 9 of the Pasadena Municipal Code in the following way: Chapter 9.75 (Tenant Protection) will be amended to clarify which tenants are eligible to receive the relocation allowance and moving expense allowance, to add definitions for “tenant in good standing” and for “family member”, to acknowledge the exempt status of state licensed care facilities, and to clarify the applicability of the chapter to housing provided by educational institutions.

Ordinance No. _____ shall take effect upon publication.”

SECTION 2. Chapter 9.75, Section 9.75.020, Definitions – is amended to read as follows:

“9.75.020 - Definitions.

For purposes of this chapter, the following words and phrases shall have the following meaning:

A. "Disabled person" means any person who is receiving benefits from a federal, state, or local government, or from a private entity on account of a permanent disability that prevents the person from engaging in regular, full-time employment.

B. "Displaced tenant" means any tenant who vacates a rental housing unit in the city for any of the reasons set forth in Section 9.75.060.

C. "Family Member" means the Landlord's spouse, grandparents, grandchildren, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, children, or parents.

CD. "Landlord" means any owner, lessor, sublessor, or any other person entitled to receive rent for the use and occupancy of a rental housing unit, or any agent, representative or successor of any of the foregoing.

DE. "Minor child" mean any person younger than eighteen years of age.

EF. "Senior citizen" mean any person sixty-two years of age or older.

FG. "Tenant" means any tenant, subtenant, lessee, sublessee, or any other person occupying a rental housing unit pursuant to a rental housing agreement.

GH. "Tenant in good standing" means a tenant that, as of the date of eviction, is in compliance with all terms and conditions of the lease, including but not limited to the following: (i) all rent and financial obligations under the lease; (ii) all restrictions on use of the premises have been complied with and there has been no unauthorized sublet or transfer; (iii) the unit is in good condition excepting for normal wear and tear; (iv) all other covenants and obligations; and (v) for rental units owned or operated by educational institutions, in addition to the terms and conditions listed in (i), (ii), (iii), (iv) above, all educational standards, codes of conduct, community rules, and other policies may be set forth in leases with students, faculty members, and staff members.

I. "Unit" or "rental unit" means any residential housing unit excluding single family residents and condominium units."

SECTION 3. Chapter 9.75, Section 9.75.030, Applicability – is amended to read as follows:

“9.75.030 - Applicability.

A. The provisions of this chapter are applicable to multifamily, rental units. Single-family residences and condominiums are exempt from the provisions of this chapter.

B. Pursuant to state law, board and care facilities and other state licensed care facilities are exempt from the provisions of this chapter.”

SECTION 4. Chapter 9.75, Section 9.75.040, Inapplicability of chapter to certain evictions – is amended to read as follows:

“9.75.040 - Inapplicability of chapter to certain evictions.

A. The requirements set forth in this chapter shall not apply to any tenant whose tenancy is terminated ~~pursuant to a lawful notice to terminate tenancy pursuant to state law~~ **based on any violation of the express or implied terms of a lawful rental housing agreement entered into between the landlord and the tenant.**

B. The requirements set forth in this chapter shall not apply if rental unit is rendered not habitable as a result of an earthquake or other natural disaster.

C. The requirements set forth in this chapter shall not apply if the eviction is a result of the tenant having caused such physical damage to the unit, that the unit is not habitable.”

SECTION 5. Chapter 9.75, Section 9.75.060, Relocation allowance for tenants in good standing – is amended to read as follows:

“9.75.060 – Relocation allowance and moving expense allowance for tenants in good standing.

A. For **all tenants in good standing living in** households at or below 140% of the median income, by household size, landlord shall pay a relocation allowance equal to two (2) months fair market rents as established by the U.S. Department of Housing and Urban Development (“HUD”) for a

rental unit of a similar size. In addition to the relocation allowance, Landlord shall also pay a moving expense allowance in the amount of \$1,000.00 for adult households or \$3,000.00 for households with dependents, disabled, or senior members.

B. The relocation allowance **and moving expense allowance** provided for in this section shall be automatically increased every year in accordance with changes in the HUD fair market rents. The moving expense allowance provided in this section shall be adjusted annually in accordance with the Consumer Price Index (for Los Angeles-Long Beach) pursuant to Section 1.08.060.

~~C. Except for units which are owner occupied or occupied by owner's family members.~~ The relocation allowance provided for in this chapter **section** shall be triggered if any of the following circumstances occur:

1. Demolition. A landlord or property owner seeks to recover possession of the unit for purpose of demolition.

~~b.~~ **2.** Permanent Removal of Unit from the Rental Market. The Landlord seeks to remove the rental unit permanently from the rental housing market.

3. Occupancy by Landlord or Landlord's Family Member. The Landlord seeks to vacate the rental unit for the sole purpose of making the unit available for occupancy by the Landlord or a Family Member of the Landlord. In this circumstance, the amount of relocation and moving expense allowance which Landlord is obligated to pay to the Tenant shall be equal to one-half of the relocation allowance and moving expense allowance provided for in this chapter.

~~2.~~ **4.** Government Order to Vacate. The Landlord seeks to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates vacating the rental unit as a result of a significant or extended violation of housing, health, building or safety laws of the state of California or the City of Pasadena which would result in a constructive eviction.

~~a.5.~~ Non-exclusive Remedy. This provision does not in any manner limit Nothing in this chapter limits the rights of the city or tenant to recover from the landlord or property owner any relocation allowance or moving expense allowance or placement assistance or any other assistance provided to assist eligible renters and/or other city costs incurred for the correction/abatement of distressed properties which the city is legally entitled to recover.

D. Landlord's non-renewal and/or termination of tenancy under any of the circumstances described in paragraph "C", above, shall not exempt Landlord from the obligation to pay relocation allowance and moving expense allowance as provided for in this chapter to any displaced tenant in good standing.

E. Upon request of Landlord, City, or City consultant, Tenant shall provide the following documentation to determine eligibility for relocation allowance and moving expense allowance:

1. A signed certification of household members and household income on a form acceptable to the City;

2. Documentation of income (e.g., paystubs, public benefits statements, employer verification);

3. Any other documentation as may be reasonably requested by Landlord, City, or City consultant.

F. The relocation allowance and moving expense allowance provided for in this chapter shall be available to those students, faculty members, and/or staff members, of any educational institution, living in housing provided by that same educational institution, if such student, faculty member, and/or staff member is able to demonstrate, with evidence acceptable to the City, that their tenancy was terminated by the landlord on a date that is more than 365 days after the date on which the student, faculty member, and/or staff member discontinued enrollment in the institution as a student or discontinued employment as a faculty member and/or staff member at the educational institution. For cases in which the educational institution enters into separate leases with individuals sharing a rental unit as roommates, the

following relocation allowance and moving expense allowance shall apply per person: (i) Relocation Allowance - twice the HUD Fair Market Rent for a studio unit; and (ii) Moving expenses - \$1,200."

SECTION 6. Chapter 9.75, Section 9.75.080, Remedies – is amended to read as follows:

"9.75.080 - Remedies.

A. Any landlord who fails to provide relocation assistance **and moving expense allowance** as required by this section shall be liable in a civil action to the tenant to whom such assistance is due for damages in the amount of the relocation fee **and the moving expense fee** the landlord has failed to pay, a civil penalty in the amount of five hundred dollars and reasonable attorney's fees and costs as determined by the court. The court may also award punitive damages in a proper case. The tenant and/or the city, may enforce the provisions of this chapter by means of a civil action.

B. No landlord shall attempt to secure from a tenant any waiver of any provision of this chapter. Any agreement, whether written or oral, whereby any provision of this chapter is waived, shall be deemed against public policy and shall be void."

SECTION 7. If any part of this ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

SECTION 8. This ordinance shall take effect upon publication.

SECTION 9. The City Clerk shall certify the adoption of this ordinance and shall cause this ordinance to be published by title and summary.

Signed and approved this _____ day of _____, 2017.

Terry Tornek
Mayor of the City of Pasadena

I HEREBY CERTIFY that the foregoing ordinance was adopted by the City Council of the City of Pasadena at its meeting held on _____ day of _____ 2017 by the following vote:

AYES:

NOES:

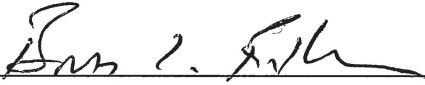
ABSENT:

ABSTAIN:

Published:

Mark Jomsky, CMC
City Clerk

APPROVED AS TO FORM:



Brad L. Fuller
Assistant City Attorney

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