CHAPTER 9.30
JUST CAUSE AND RETALIATORY EVICTIONS

§ 9.30.010. Legislative purpose.

Council acknowledges the growing demand for rental housing in Glendale, a testament to the city's appeal and vibrant community. However, with this popularity comes challenges: a limited number of available rentals, some of which do not meet the desired living standards. In addition, rents in Glendale, and in many parts of Los Angeles County, continue to rise as market pressures, such as increasing real estate costs, lead to a decrease of the affordability and stability of the housing stock. As a result, it is increasingly difficult for tenants to find adequate, safe, and habitable housing at reasonable or affordable rents. As a city committed to progress, it is imperative to address these challenges to maintain our reputation as a thriving community.

Council aims to balance the rental experience by fostering positive landlord-tenant relationships. Every individual, particularly our most vulnerable population including senior citizens and those with low or fixed incomes, deserves a secure, comfortable home without any apprehension.

Recognizing the growing housing shortage and heightened demand coupled with inflation, Council emphasizes stability and aims to minimize disruptions for tenants amidst an increasingly competitive housing market. Offering relocation benefits for significant rent increases intends to support individuals who might struggle with sudden housing cost changes, ensuring continued stability.

It is imperative for landlords to prioritize the care and maintenance of residential units, meeting minimum housing standards. This is especially crucial for community members with limited resources, who are more vulnerable to housing challenges and fear retaliation, making them more likely to accept substandard conditions.

By enacting this chapter, the city council is taking initiative to ensure that the city of Glendale remains a robust community focused on safeguarding the health, safety, and welfare of Glendale's residents while providing landlords an ability to receive a fair and reasonable return with respect to the operation of their property. Encouraging property owners to uphold high-quality living spaces while discouraging retaliatory actions against tenants remains paramount. Upholding minimum housing standards fosters a community where everyone, irrespective of resources, feels secure and valued in their homes.

This initiative reaffirms the city council's commitment to ensuring a safe, habitable, and stable housing environment for all residents. The city council's aim is to cultivate a thriving community where every individual feels valued, secure, and empowered to lead fulfilling lives. This chapter shall be called the rental rights program.
(Ord. 5326, 2002; Ord. 5922 § 1, 2019; Ord. 6019, 2/6/2024)

§ 9.30.020. Definitions.

Unless the context otherwise requires, the terms defined in this chapter shall have the following meanings and govern the construction of this chapter:

"Base rent" means the rental amount, including any amount paid to the landlord for parking,

storage, utilities, water, garbage or any other fee or charge associated with a residential property required to be paid by the tenant to the landlord on September 18, 2018, plus any lawful rent increases that were authorized by Ordinance No. 5919, entitled "An Ordinance of the City Council of the City of Glendale, California, Establishing a Temporary Moratorium on Certain Residential Rent increases in the City of Glendale." A tenancy which began after September 18, 2018, base rent shall be the amount of the initial monthly rent charged for that rental unit, plus any rent increase authorized by Ordinance No. 5919. On or after October 1, 2023, base rent means, for any tenancy commencing after that date, the rental amount, including any amount paid to the landlord for reoccurring charges or other fees regardless of the frequency of payment for such items as parking and storage, excluding any usage charges, such as charges for the service or applicable part of the service that are calculated by multiplying the volume of units that the Tenant used or incurred in a period, such as charges for utilities.

"Eviction" means any action taken by the landlord to remove a tenant involuntarily from a rental unit and terminate the tenancy, whether pursuant to a notice to quit, or by judicial proceedings, or otherwise.

"Landlord" means any person, partnership, corporation, family trust or other business entity offering for rent or lease any residential property in this city. With respect to any tenancy, "landlord" shall also be deemed to mean any person, partnership, corporation, family trust, or other business entity that is a predecessor in interest or successor in interest to that tenancy, as applicable.

"Lease year" means the year during which the one-year lease is in effect.

"Non-relocation rent increase" means a rent increase of seven percent or less than the rent that was in place at any time during the 12-month period preceding the effective date of the rent increase.

"Qualified tenant" means:

1. 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); and a member of tenant's household is:

    a. 70 years of age or older; or

    b. 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; or

    c. The primary residence of a school-aged (grades Pre-K through 12) child enrolled in a school located in the public school district to which the rental unit is assigned, and the notice of termination requires that the rental unit be vacated during the current school term.

2. Any tenant in the rental unit is a very low-income tenant ("very 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).

"Rent" means a fixed periodic compensation paid by a tenant at fixed intervals to a landlord for the possession and use of residential property, including any amount paid to the landlord for parking, storage, or any other fee or charge associated with the tenancy. "Rent" excludes costs associated with a ratio utility billing system which allocates the property's actual utility bill to the tenant based on an occupant factor, square footage factor or any other similar factors.

"Rental complex" means one or more buildings used in whole or in part for residential purposes, located on a single lot, contiguous lots, or lots separated only by a street or alley.

"Rental unit" means a dwelling unit available for rent in the city of Glendale together with the land and appurtenant buildings thereto and all housing services, privileges and facilities provided in connection with the use or occupancy thereof, which unit is located in the structure or complex containing a multiple dwelling, boarding house or lodging house. Rental unit shall include units that do not have the required certificate of occupancy, even when they do not meet the legal definition of a dwelling unit under the Glendale Municipal Code. The term "rental unit" shall not include the following:

1. Rooms or accommodations in hotels (as defined in Section 4.32.020);
2. Boarding houses or lodging houses which are rented to transient guests for a period of less than 30 consecutive days;
3. Housing accommodations in a hospital, convent, monastery, church, religious facility, extended care facility, asylum, nonprofit home for the aged;
4. Dormitories owned and operated by an institution of higher education, or a high school or elementary school;
5. Rental units located on a parcel containing two or fewer dwelling units;
6. Rental units within a common interest development, except when the rental unit's landlord owns 50% or more of the units in the common interest development;
7. Rental units owned or operated by any government agency;
8. Rental units that require intake, case management or counseling as part of the occupation, and an occupancy agreement; or rental units subject to a covenant or agreement, such as a density bonus housing agreement, inclusionary housing agreement or an affordable housing agreement, with a government agency, including the city, the housing authority, the state of California, or the federal government, restricting the rental rate that may be charged for that unit.

"Rent increase" means any upward adjustment of the rent.

"Tenant" means a person entitled by a written or oral agreement to occupy a rental unit to the exclusion of others, and actually occupy said rental unit.
(Ord. 5326, 2002; Ord. 5340 § 1, 2003; Ord. 5910 § 1, 2018; Ord. 5922 § 2, 2019; Ord. 6019, 2/6/2024)

§ 9.30.022. Major rehab retroactive date.

Requirements relating to Section 9.30.030(G) and all other provisions relating to substantial

remodel, shall apply retroactively to October 1, 2023.
(Ord. 5922 § 3, 2019; Ord. 6019, 2/6/2024)

§ 9.30.025. Requirement of offering one-year written leases.

A. Offer.

1. A landlord shall offer in writing a lease with a minimum term of one year to:

a. Any prospective tenant.

b. Any current tenant at the first time the landlord serves a notice of rent increase following the effective date of the ordinance enacting this chapter, unless the landlord has notified the tenant that the tenant is in default under the month-to-month tenancy and offering a lease to the tenant may waive any claims the landlord has regarding the default.

2. Such offer must be made in writing and must include the monthly rate of rent to be charged for occupancy for the duration of the lease. Signing of a lease which has a minimum term of one year shall be considered an offer in writing.

B. Acceptance. If the tenant or prospective tenant accepts the offer of a written lease which has a minimum term of one year, this acceptance must be in writing. Signing a lease which has a minimum term of one year will be considered an acceptance.

C. Rejection. If the tenant rejects the offer of a written lease or does not accept the landlord's offer within 14 days of service of the written offer, then the offer of the written lease shall be deemed rejected. If the tenant or prospective tenant rejects the offer for a written lease which has a minimum term of one year, then the landlord and tenant or prospective tenant may enter into an agreement, oral or written, that provides for a rental term of less than one year.

D. Relocation Eligibility. If a lease offer includes a rent increase that exceeds a non-relocation rent increase (subject to banking of deferred rent increases set forth in Section 9.30.033(B)), the tenant may elect to vacate the rental unit and exercise relocation assistance pursuant to Sections 9.30.033 and 9.30.035(B). The landlord's written lease offer must provide notice of tenant's potential eligibility for relocation benefits.

E. Rent. If the landlord and tenant enter into a written lease which has a minimum term of one year, such lease must set forth the amount of the rent, which may not be modified during the lease year.

F. Renewal of Lease. Not later than 60 days prior to the expiration of the lease and every lease year thereafter that a written lease is in effect pursuant to this section, the landlord shall notify those tenants identified in the lease of such expiration and offer in good faith in writing to the tenants a written lease or lease renewal with a minimum term of one year, provided there is no just cause for eviction pursuant to Section 9.30.030 of this chapter. Such offer must be made in writing and must include the proposed monthly rate of rent for occupancy of the rental unit, which may not be modified during the lease year.

If the lease renewal offer includes a rent increase that exceeds a non-relocation rent increase

(subject to banking of deferred rent increases set forth in Section 9.30.033(B)), the tenant may elect to vacate the rental unit at the end of the term of the existing lease year and exercise relocation assistance pursuant to Sections 9.30.033 and 9.30.035(B). The landlord's renewal offer must provide notice of tenant's potential eligibility for relocation benefits.

Within 30 days of receipt of such written offer, the tenant shall either notify the landlord in writing of his or her acceptance of the offer of a written lease, as set forth herein or reject the offer.

Notwithstanding the notification provision of Section 9.30.033(B), the tenant in receipt of a written lease offer shall have up to 30 days after receipt of the written renewal offer to notify the landlord of his or her intent to vacate the rental unit at the end of the lease year and exercise relocation rights pursuant to Sections 9.30.033 and 9.30.035(B). Failure to accept the offer in writing shall be deemed a rejection. If the tenant rejects the offer of a written lease which has a minimum term of one year, the landlord and tenant may then enter into an agreement, oral or written, that provides for a rental term of less than one year. Failure to offer such a renewal of the lease shall render future rent increases null and void, until a landlord presents a new offer of a written lease with a minimum term of one year, provided that the rental rate(s) set forth in such lease offer shall not increase for a period of 90 days after the effective date of the lease.

G. Future Offers. As of the effective date of the ordinance enacting this section, the requirement to offer a future written lease renewal shall be in effect for one full year after the anniversary of the rent increase date. After such time, any time a tenant rejects an offer of a written lease or written lease renewal with a minimum term of one year, the landlord shall not be required to subsequently offer a one year lease, unless and until the Tenant requests a lease offer, in which case, the parties may negotiate the terms of a new lease, which shall be substantially similar to the terms of month-to-month offer.

H. Good Faith. This chapter requires the exercise of good faith, which shall mean honestly and without fraud, collusion or deceit. It shall further mean that the written lease is not being utilized as a method of circumventing any of the provisions of this chapter. An example of good faith is when the landlord offers in writing a lease which has a minimum term of one year, that lease is substantially similar to the written rental agreement for a period of less than one year.

I. Applicability. This section shall not apply to:

1. A rental unit occupied by a tenant who subleases that unit to another tenant for less than one year; or

2. A rental unit where tenancy is an express condition of, or consideration for, employment under a written rental agreement or contract or a unit leased to a corporation; or

3. Rental units in a rental complex of four units or less on a parcel.

(Ord. 5922 § 4, 2019; Ord. 6019, 2/6/2024)

§ 9.30.030. Evictions.

Notwithstanding California Civil Code Section 1946, a landlord may bring an action to recover

possession of a rental unit as defined herein only upon one of the following grounds:

A. The tenant has failed to pay the rent to which the landlord is entitled.

B. The tenant has violated a lawful obligation or covenant of the tenancy and has failed to cure such violation after having received written notice thereof from the landlord, other than a violation based on:

1. The obligation to surrender possession upon proper notice; or

2. The obligation to limit occupancy when the additional tenant who joins the occupants is a dependent child who joins the existing tenancy of a tenant of record or the sole additional adult tenant. The landlord has the right to approve or disapprove the prospective additional tenant, who is not a minor dependent child, provided that the approval is not unreasonably withheld.

C. The tenant is permitting to exist a nuisance in, or is causing damage to, the rental unit, or the appurtenances thereof, or to the common areas of the rental complex, or creating an unreasonable interference with the comfort, safety or enjoyment of any other residents of the rental complex within a 1,000-foot radius extended from the boundary line of the rental complex.

The term "nuisance," as used herein, includes, but is not limited to, any gang-related crime, any documented activity commonly associated with illegal drug dealing, including complaints of noise, steady traffic day and night to a particular unit, barricaded units, sighting of weapons, drug loitering as defined in California Health and Safety Code Section 11532, or other drug related circumstances brought to the attention of the landlord by other tenants, persons within the community, law enforcement agencies or prosecutorial agencies. For purposes of this subsection, gang-related crime is any crime in which the perpetrator is a known member of a gang, or any crime motivated by gang membership in which the victim or intended victim of the crime is a known member of a gang.

The term "nuisance," as used herein, includes anything which is injurious to health, is an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property, unlawfully obstructs the free passage or use, in the customary manner of any common area or otherwise, or creates such a continuous and serious nuisance, in terms of noise or aggressive behavior or similar activity, that the neighboring tenants are seriously affected, although the extent of the annoyance or damage inflicted upon individuals may be unequal.

D. The tenant is using, or permitting a rental unit, the common areas of the rental unit or rental complex containing the rental unit, or an area within a 1,000-foot radius from the boundary line of the rental complex, to be used for any illegal purpose.

The term "illegal purpose" as used herein, includes, but is not limited to violations of the provisions of Divisions 10 through 10.7 of the California Health and Safety Code.

E. A person in possession of the rental unit at the end of a lease term is a subtenant not approved by the landlord.

F. The tenant has refused the landlord reasonable access to the unit for the purposes of making repairs or improvements, or for any reasonable purpose as permitted or required by the lease or by law, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee.

G. The landlord seeks in good faith to recover possession so as to:

1. Demolish the rental unit; or

2. Substantially remodel the building or buildings housing the rental unit or units, and:

a. Such work costs not less than the product of eight times the greater of the amount of the monthly rent or the fair market rent as established by the U.S. Department of Housing and Urban Development for a rental unit of similar size in Los Angeles County times the number of rental units upon which such work is performed. For purposes of this section, the monthly rent shall be the average of the preceding 12-month period, and

b. The work necessitates the eviction of the tenant because such work will render the rentable unit uninhabitable for a period of not less than 45 calendar days, except that if the landlord seeks to recover possession for the purposes of converting the rental unit into a condominium, cooperative or community apartment, the landlord must comply with the notice requirements of Government Code Section 66427.1,

c. For purposes of this section, "substantially remodel" means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place and that requires the tenant to vacate the residential real property for at least 45 days. Cosmetic improvements alone, including flooring, countertops replacement, painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

H. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by:

1. A resident manager, provided that no alternative vacant unit is available for occupancy by a resident manager; except that where a building has an existing resident manager, the landlord may only evict the existing resident manager in order to replace him or her with a new manager.

2. The landlord or the landlord's spouse, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, or parents provided the landlord is a natural person. However, a landlord may use this ground to recover possession for use and occupancy by the landlord, landlord's spouse, child, parent, in-laws or grandparents only once for that person in each rental complex of the landlord.

3. Tenants that require an occupancy agreement and intake, case management or

counseling as part of the tenancy.

4. Residency Requirements for Replacement Occupant. The landlord must in good faith intend that the landlord, eligible relative, or a resident manager will occupy the rental unit within two months after the existing tenant vacates the rental unit, and that the landlord, eligible relative, or a resident manager will occupy the rental unit as a primary residence for a period of no less than one full year. Failure of the landlord, eligible relative, or a resident manager to occupy the rental unit within two months after the existing tenant vacates the unit, or failure of the landlord, eligible relative, or a resident manager to occupy the rental unit as a primary residence for a minimum period of one full year, may be evidence that the landlord acted in bad faith in recovering possession of a rental unit. It will not be evidence of bad faith if a landlord recovers possession of a rental unit for use and occupancy by a resident manager, and during the next year replaces the resident manager with a different resident manager. Except that, a landlord may not utilize this ground for evicting a qualified tenant, unless no other comparable unit is available.

5. Number of Units Applicable. A landlord may use this ground to recover possession for use and occupancy by the landlord, eligible relative, or a resident manager only once for that person in any rental complex of the landlord.

6. Enforcement. In addition to all other penalties authorized by law, the following penalties apply for violations of the provisions of this section:

   a. If a landlord acts in bad faith in recovering possession of a rental unit pursuant to this section, the landlord shall be liable to any tenant who was displaced from the property for three times the amount of actual damages, exemplary damages, equitable relief, and attorneys' fees.

   b. Nothing in this paragraph precludes a tenant from pursuing any other remedy available under the law.

I. The landlord seeks in good faith to recover possession in order to remove the rental unit permanently from rental housing use pursuant to state law.

J. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a government agency's order to vacate, or any other order that necessitates the vacating of the building, housing or rental unit as a result of a violation of this code or the Glendale building and safety code, or any other provision of law.

K. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a contractual agreement relating to the qualifications of tenancy with a governmental entity, where the tenant is no longer qualified.

L. The tenant has continued to smoke, as defined in Section 8.52.030 of this code, in any one or more of the following places, after the landlord's verbal or written warning to stop smoking:

1. In a rental unit that the landlord had designated as a non-smoking unit; or

2. In a common area, as defined in Section 8.52.030 of this code, where smoking is

prohibited under Section 8.52.080 of this code.
(Ord. 5326, 2002; Ord. 5340 § 2, 2003; Ord. 5383, 2004; Ord. 5628 § 25, 2008; Ord. 6019, 2/6/2024)

§ 9.30.031. Required information on notice to quit or other written notice of termination.

Prior to or at the same time as the written notice of termination set forth in Civil Code Section 1946, or a three days' notice described in Code of Civil Procedure Sections 1161 and 1161(a), is served on the tenant of the rental unit:

A. The landlord shall serve on the tenant a written notice setting forth the reasons for the termination with specific facts to permit a determination of the date, place and circumstances concerning the reason. This notice shall be given in the manner prescribed by California Code of Civil Procedure Section 1162 and may be combined with a written notice of termination of tenancy or as a separate written notice. For purposes of Section 9.30.030(G), at the time that the landlord serves the notice to vacate, the landlord shall also serve the permit to demolish the unit or the permit for capital improvements, along with any construction estimates and schedule for performing the work.

B. The landlord shall serve on the tenant a written notice setting forth tenant's right to relocation assistance as described in subsection A of Section 9.30.035, where the termination of tenancy is based on the grounds set forth in subsection G, H, I or J of Section 9.30.030.

(Ord. 5326, 2002; Ord. 5340 § 5, 2003; Ord. 5383, 2004; Ord. 5922 § 5, 2019)

§ 9.30.033. Rent based termination.

A. Requirement. If a landlord issues a notice for a rent increase that will increase the rent by an amount that is greater than a non-relocation rent increase, then the tenant may elect to vacate the rental unit, and, in the case of such election, the landlord shall:

1. Pay the tenant relocation assistance in accordance with Section 9.30.035; and

2. At the tenant's request, the landlord shall waive the statutory requirement of tenant's notice to terminate the tenancy. Except as set forth in Section 9.30.025(F), the tenant shall exercise election of his or her right to vacate the rental unit and receive relocation assistance pursuant to this section and Section 9.30.035 within 14 days of service of the rent increase notice. Nothing herein shall prohibit the landlord from rescinding a rent increase that exceeds a non-relocation rent increase prior to the tenant's election to vacate and receive relocation assistance, or prohibit the parties from subsequently agreeing on a rent increase amount at or below a non-relocation rent increase.

B. Banking. Notwithstanding subsection A, to the extent the landlord has not increased rent up to the amount of the non-relocation rent increase, measured as a percentage and measured at the time of the most recent rent increase, a landlord shall have the ability to apply any deferred non-relocation rent increase to future rent increases; provided, however:

1. If the landlord increases the rent at any time in an amount that is greater than 15% than the rent that was in place at any time during the twelve-month period preceding the effective date of the noticed rent increase, then the tenant may elect to vacate the rental

unit and receive relocation assistance and waived noticing rights pursuant to subsection A and Section 9.30.035;

2. The landlord shall not be permitted to accumulate more than an amount equal to the preceding three years of deferred non-relocation rent increases.

Banking of non-relocation rent increases as set forth in this subsection shall be calculated on a simple basis. For example, a deferred non-relocation rent increase from one year of three percent plus a deferred non-relocation rent increase from a subsequent year of three point five (3.5) percent is an allowable combined increase of six point five (6.5) percent, not six point six (6.6) percent. The maximum amount of banked or deferred non-relocation rent increases shall be 21%. Calculation of banking authorized pursuant to this subsection shall commence upon the first rent increase implemented by a landlord after the effective date of the ordinance enacting this chapter, and determined by calculating the amount of any deferred non-relocation rent increase, if any, at that time. By way of example and not limitation, if, after the effective date of the ordinance enacting this chapter, the landlord is permitted to increase the rent by five percent on April 1, 2019 to remain under the non-relocation rent increase amount, but only increases it by three percent, the landlord may apply that deferred non-relocation rent increase to a future rent increase, provided that if a future rent increase raises the rent greater than 15% more than the rent that was in place at any time during the twelve-month period preceding the effective date of the future rent increase, the tenant may elect to vacate the rental unit and receive relocation assistance in accordance with subsection A and Section 9.30.035.

The provisions of this section shall be deemed to be covenants running with the land and shall be binding upon and shall inure to the benefit of landlord and tenant and their respective successors and assigns and all subsequent landlords and tenants respectively hereunder.

C. This section shall not apply, and a relocation fee shall not be required to be paid pursuant to Section 9.30.035, to any rental unit that received a certificate of occupancy after February 1, 1995.

(Ord. 5922 § 7, 2019; Ord. 6019, 2/6/2024)

§ 9.30.035. Required payment of relocation fee.

A. If the termination of tenancy is based on the grounds set forth in subsection G (and the unit is on a parcel of five or more units), H, I or J of Section 9.30.030, then the landlord shall pay a relocation fee in the amount of the product of three times the greater of the amount of the current rent or the fair market rent as established by the U.S. Department of Housing and Urban Development for a rental unit of similar size of that being vacated in Los Angeles County during the year the unit is vacated, plus $2,000, which amount shall be reviewed periodically not to exceed three years by the city council and adjusted as necessary.

B. If the termination of tenancy is caused by the tenant's election to vacate the unit in accordance with Section 9.30.033 when the landlord has imposed a rent increase that exceeds a non-relocation rent increase, the landlord shall pay a relocation fee equal to the product of three

times the amount of the rent after the rent increase set forth in the rent increase notice by the landlord, which multiplier shall be reviewed periodically not to exceed three years by the city council and adjusted as necessary.

C. The relocation fee shall be paid to the tenant or tenants as follows:

1. The entire relocation fee shall be paid to a tenant who is the only tenant in a rental unit; or

2. If a rental unit is occupied by two or more tenants, then each tenant of the unit shall be paid a pro rata share of the relocation fee;

3. In the event of a qualified tenant, all relocation values shall be doubled.

D. Landlord may deduct from the relocation fee payable any and all past due rent owed by tenant during the 12 months prior to termination of tenancy and may deduct from the relocation fee any amounts paid by the landlord for any extraordinary wear and tear or damage cause by the tenant, cleaning, or other purposes served by a security deposit as defined by the rental agreement, to the extent the security deposit is insufficient to provide the amounts due for such costs. After taking into account any adjustments in the amount of the relocation assistance provided herein, the landlord shall pay the relocation fee as follows:

1. If the relocation fee is being paid pursuant to subsection A of this section, then the landlord shall pay one-half of the relocation assistance no later than five days following service of the notice to a tenant of the termination and one-half of the relocation assistance no later than five days after the tenant has vacated the rental unit.

2. If the relocation assistance is being paid pursuant to subsection B of this section, then the landlord shall pay one-half of the relocation fee no later than five days following receipt of written notice that the tenant intends to vacate the rental unit and one-half of the relocation fee no later than five days after the tenant has vacated the rental unit. If the tenant ultimately fails to vacate the rental unit, the tenant shall reimburse relocation fee to the landlord, unless the parties agree otherwise.

E. Subsection A of this section shall not apply in any of the following circumstances:

1. The tenant received written notice, prior to entering into a written or oral tenancy agreement, that an application to subdivide the property for condominium, stock cooperative or community apartment purposes was on file with the city or had already been approved, whichever the case may be, and that the existing building would be demolished or relocated in connection with the proposed new subdivision, and the termination of tenancy is based on the grounds set forth in subsection G or I of Section 9.30.030.

2. The tenant received written notice, prior to entering into a written or oral agreement to become a tenant, that an application to convert the building to a condominium, stock cooperative or community apartment project was on file with the city or had already been approved, whichever the case may be, and the termination of tenancy is based on the grounds set forth in subsection G or I of Section 9.30.030.

3. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by a resident manager, provided that the resident manager is replacing the existing resident manager in the same unit. For the purposes of this exception, a resident manager shall not include the landlord, or the landlord's spouse, children or parents.

4. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's order to vacate the building housing the rental unit due to hazardous conditions caused by a natural disaster or act of God.

5. The tenant receives, as part of the eviction, relocation assistance from another government agency, and such amount is equal to or greater than the amount provided for by Section 9.30.035.

F. Subsection B of this section shall not apply, and a relocation fee shall not be required to be paid, as to any rental unit that received a certificate of occupancy after February 1, 1995.

G. The requirement to pay relocation assistance is applicable to all rental units, regardless of whether the rental unit was created or established in violation of any provision of law.

H. Nothing in this subsection relieves the landlord from the obligation to provide relocation assistance pursuant to any other provision of local, state or federal law. If a tenant is entitled to monetary relocation benefits pursuant to any other provision, of local, state or federal law, then such monetary benefits shall operate as a credit against monetary benefits required to be paid to the tenant under this subsection.

I. Where applicable, written notice of tenant's entitlement to relocation assistance shall be provided by the landlord at the same time that the landlord provides notice of termination of tenancy from a rental unit. Where a landlord issues a notice of a proposed rent increase that will exceed the non-relocation rent increase, including as part of a written lease offer or written lease renewal offer required pursuant to Section 9.30.025, the landlord shall provide a written notice of tenant's potential entitlement to relocation assistance at the same time that the landlord provides notice of a rent increase and, if applicable, written lease offer or lease renewal offer.

J. Text of Notice. The notice of potential eligibility to relocation assistance shall state:

"NOTICE: Under Title 9, Chapter 30 of the Glendale Municipal Code, a landlord must provide qualifying tenants this notice of the tenant's eligibility for relocation assistance at the same time the landlord provides a notice of termination of tenancy or when a landlord provides a notice of a rent increase that will increase the rent to an amount more than seven percent during a 12-month period and the tenant elects to not remain in the residential unit. Under Section 9.30.033(B), landlords are permitted to bank deferred rent increases, so a rent increase may be more than seven percent during a 12-month period, but not more than 15% over a 12-month period, depending on the amount of prior deferred rent increases, before triggering relocation benefits. Unless part of a written lease renewal offer, tenant shall have 14 days to elect to vacate the unit and exercise relocation benefits pursuant to Sections 9.30.033 and 9.30.035. Qualifying tenants are entitled to relocation assistance as follows: the product of three times the amount of the rent after the rent increase set forth in the rent increase notice by the landlord. A qualified tenant as defined in Section 9.30.020 is entitled

to double the relocation value.

Under Civil Code Section 1942.5 and Glendale Municipal Code Section 9.30.060, it is illegal for a landlord to retaliate against a tenant for lawfully and peaceably exercising his or her legal rights.

(Ord. 5340 § 4, 2003; Ord. 5383, 2004; Ord. 5922 § 8, 2019; Ord. 6019, 2/6/2024)

§ 9.30.040. Intentional disrepair/damage to rental unit/complex.

In addition to the protections provided in California Civil Code Section 1941.1 relating to the implied warranty of habitability and the requirements imposed by California Civil Code section 1941.2 relating to tenants' affirmative obligations, any intentional allowance on the part of the landlord for a rental unit to fall into disrepair, a landlord will offer temporary relocation as follows:

A. If the activities will make the rental unit an untenantable dwelling, as defined in California Civil Code Section 1941.1, or will expose the tenant at any time to toxic or hazardous materials, including, but not limited to, lead-based paint and asbestos, the landlord shall provide tenant with the following temporary relocation benefits during the temporary displacement period:

   1. Relocation to a motel or hotel accommodation which is safe, sanitary, comparable to the tenant's sleeping arrangement, located in the city of Glendale, or if suitable accommodation is not available within the city of Glendale, then within two miles of the tenant's rental unit, and contains standard amenities such as a television;

   2. Reasonable compensation for meals, if the temporary accommodation lacks cooking facilities;

   3. Reasonable compensation for laundry, if tenant's rental unit included laundry facilities inside the rental unit and the temporary accommodation does not include laundry facilities inside the unit;

   4. Reasonable accommodation for pets that were permitted in tenant's rental unit under the terms of the rental agreement or by law if the temporary accommodation does not accept pets;

   5. Any costs related to relocating the tenant to temporary housing accommodations, regardless of whether those costs exceed rent paid by the tenant for tenant's rental unit; and

   6. Any costs related to returning tenant to his/her rental unit, if applicable.

B. Unless otherwise agreed upon by landlord and tenant, the landlord shall make payment directly to the motel or hotel as required under herein. The landlord shall pay for lodging in the motel or hotel, even if the cost of such lodging is more expensive than the tenant's existing rent calculated on a daily basis. All other compensation hereunder shall be payable directly to the tenant, unless otherwise agreed upon by the landlord and tenant.

C. The landlord shall have the option, in lieu of providing tenant relocation as required herein

of providing the tenant with comparable housing at any time during the period of the displacement, subject to the following:

1. Such housing shall be comparable to the tenant's rental unit in location, size, number of bedrooms, furnishings, appliances, accessibility, type and quality of construction, proximity to services and institutions upon which the displaced tenant depends, and amenities, including the allowance for pets should the tenant have pets permitted under the rental agreement or by law.

2. If the landlord provides comparable housing at any time during the period of displacement, the tenant shall be entitled to remain at that same comparable housing unit throughout the period of displacement.

3. The landlord shall pay all costs associated with the temporary housing, including rent, even if the temporary housing is more expensive than the tenant's existing rental unit.

4. If the temporary housing is unfurnished, the landlord shall provide essential furnishings and household items or pay reasonable moving costs for the tenant to move essential furniture and household items to and from the rental unit and the temporary housing.

5. The landlord and tenant may agree that the tenant will occupy a non-comparable replacement unit provided that the tenant is compensated for any reduction in accommodations, amenities, and services.

D. A landlord and tenant may mutually agree to allow the landlord to pay the tenant a per diem amount for each day of temporary relocation in lieu of providing temporary replacement housing. The agreement shall be in writing and signed by the landlord and tenant and shall contain the tenant's acknowledgment that he/she received notice of his/her relocation rights required herein and that the tenant understands his/her rights.

E. The temporary housing required herein shall be available to tenant within 24 hours of service or posting of any order or notice to vacate. In the event the tenant is not required to immediately vacate, temporary housing shall be available to tenant as of the date the tenant actually vacates.

F. The displacement and relocation of a tenant per this section 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 governmental order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

G. The tenant shall remain responsible to pay rent to the landlord that is due for the tenant's existing rental unit during the period of displacement.

H. The landlord and the tenant may mutually agree upon a housing type or benefits other than the temporary housing or benefits required herein.

I. The landlord shall provide written notice, before the tenant is temporarily displaced advising the tenant of the right to reoccupy the rental unit under the existing terms of tenancy once the work which necessitated the displacement is completed and the projected completion date of

such work. Unless the landlord provides the temporary replacement housing, the tenant shall provide the landlord with the address to be used for the notifications required to be provided by the landlord. When the date on which the rental unit will be available for reoccupancy is known, or as soon as possible thereafter, the landlord shall provide written notice to the tenant by personal delivery, or registered or certified mail. If it became necessary to temporarily relocate the tenant for over 30 days and the tenant has a separate tenancy agreement with a third party housing provider, the landlord shall give the tenant a minimum of 30 days written notice to reoccupy the rental unit. In all other cases, the landlord shall give the tenant a minimum of seven days written notice to reoccupy, unless the landlord gave the tenant written notice of the date of reoccupancy prior to the start of temporary relocation.

J. Nothing in this section shall be construed as authorizing a landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

K. The remedies herein are cumulative and in addition to any other remedies available under federal, state, or local law.

L. Option to Voluntarily Terminate Tenancy.

1. If the temporary untenantable conditions of a rental unit are projected to persist for 30 days or more, the tenant of that rental unit shall have the option to terminate the tenancy voluntarily pursuant to a tenant buyout agreement in accordance with the provisions of Section 9.30.035(A), and the return of any security deposit that cannot be retained by the landlord under applicable law.

2. If the temporary untenantable conditions of a rental unit continue for 30 days longer than the projected completion date of the work, as set forth in the written notice to tenant, the tenant's option to terminate voluntarily the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of this subchapter shall be renewed.

M. Required Notice by Tenant. The tenant shall provide written notice to the landlord of the conditions that have rendered the rental unit untenantable and allow the landlord reasonable time to address the issue, unless further occupancy in the rental unit will be unsafe for habitation under federal, state, or local law. Such notice shall not be required if the landlord has independently or through other means become aware of the untenantable conditions.

(Ord. 6019, 2/6/2024)

§ 9.30.045. Rent reduction for service reduction.

A. Reduced Services Defined.

1. For the purposes of this chapter, "reduced services" refer to a significant and extended decrease in housing services and amenities that were included in the original rental agreement and have been provided to the tenant as part of the rental unit.

2. Examples of reduced services may include, but are not limited to, the following:

a. Reduction of essential utilities (e. g., water, heat, electricity).

b. Decreased maintenance or repair services.

c. Closure or significant reduction of common area amenities (e. g., fitness facilities, laundry facilities, community spaces).

d. Loss or reduction of parking availability.

e. Reduction of security services.

f. Other services that were explicitly stated in the rental agreement.

B. Conditions for Rent Decrease.

1. If a tenant experiences a significant and extended reduction in services as defined in this Chapter, the tenant may be entitled to a rent decrease.

2. The tenant shall provide written notice to the landlord of the reduction in services. The landlord shall have a reasonable time to address the issue. If the issue is not resolved within a reasonable timeframe, the tenant may request a rent decrease.

C. Determining the Rent Decrease. The amount of the rent decrease shall be determined based on the extent and duration of the reduced services. The decrease in rent shall be proportional to the reduction in services, and it shall be calculated according to best practices as dictated by the market, which may be calculated as a two to 10% of the total monthly rent based on the type of amenity as compared to other units when considering the valuation of such amenities in establishing rent. The parties shall engage in good faith negotiations considering factors such as the significance of the amenity in relation to the overall property value, the market value of similar units without the amenity, and when available, any documented costs or savings resulting from the removal.

(Ord. 6019, 2/6/2024)

§ 9.30.050. Affirmative defense and remedies.

A. Defense to Action to Recover Possession. Failure of a landlord to comply with any of the provisions of this chapter shall provide the tenant with a defense in any legal action brought by the landlord to recover possession of the rental unit or to collect rent.

B. Injunctive Relief. A tenant may seek injunctive relief on his or her own behalf and on behalf of other affected tenants to enjoin the landlord's violation of this chapter.

C. Money Damages. A landlord may seek money damages for a tenant's failure to reimburse relocation assistance if the tenant ultimately fails to vacate the residential property following a landlord-caused termination where a landlord provides a proposed rent increase that raises the rent, or proposed multiple rent increases that cumulatively raise the rent, to an amount more than 7% greater than the rent at any time during a 12 month period.

D. Remedies Are Nonexclusive. Remedies provided in this section are in addition to any other existing legal remedies and are not intended to be exclusive.

E. Cost Recovery. The prevailing party in an action for wrongful eviction and/or failure to pay relocation assistance or reimburse relocation assistance shall recover costs and reasonable attorneys' fees.

(Ord. 5326, 2002; Ord. 5910 § 2, 2018; Ord. 5922 § 9, 2019)

§ 9.30.055. Enforcement procedures.

The city, at its sole discretion, may choose to enforce the provisions of this chapter through administrative fines, administrative citations and any other administrative procedure set forth in Chapters 1.20 and 1.24 of the municipal code, as amended. The city's decision to pursue or not pursue enforcement of any kind shall not affect a tenant's rights to pursue civil remedies.
(Ord. 5922 § 10, 2019)

§ 9.30.060. Retaliation prohibited.

A. No landlord may threaten to bring, or bring, an action to recover possession, cause the tenant to quit a rental unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any services or increase the rent where the landlord's intent is to retaliate against the tenant for the tenant's assertion or exercise of rights under this chapter or under state or federal law; for the tenant's request or demand for, or participation in mediation or arbitration under any public or private mediation program; or for the tenant's participation in litigation. Such retaliation shall be a defense to an action to recover possession of the rental unit, or it may serve as the basis for an affirmative action by the tenant for actual and punitive damages and/or injunctive relief.

B. In an action against the tenant, evidence of the assertion or exercise by the tenant of rights under this chapter or under state or federal law within 180 days prior to the alleged act of retaliation shall create a rebuttable presumption that the landlord's act was retaliatory. "Presumption" means that the court must find the existence of the facts presumed unless and until its nonexistence is proven by a preponderance of the evidence. A tenant may assert retaliation affirmatively or as a defense to the landlord's action without the presumption regardless of the period of time which has elapsed between the tenant's assertion or exercise of rights under this chapter and the alleged act of retaliation.

(Ord. 5326, 2002; Ord. 5340 § 6, 2003; Ord. 5922 § 11, 2019)

§ 9.30.070. Penalty for violations.

In addition to the affirmative defense or any other rights of a tenant under law, a violation of the provisions of Section 9.30.060 which deal with retaliatory eviction shall be punishable as an infraction as follows:

1. A fine not exceeding $250 for the first violation;

2. A fine not exceeding $500 for a second violation within one year;

3. Notwithstanding any provision to the contrary, a third violation of Section 9.30.060 in any one year period shall constitute a misdemeanor punishable as set forth under Section 1.20.010(A).

(Ord. 5326, 2002; Ord. 5340 § 7, 2003; Ord. 5383, 2004)

§ 9.30.090. Applicability.

The requirements of this chapter and the availability of the remedies hereunder shall be applicable to notices to quit or terminate tenancy, which notice(s) were served on or after August 20, 2002.

(Ord. 5326, 2002)

§ 9.30.100. Severability.

If any provision of this chapter is held by a court of competent jurisdiction to be invalid, this invalidity shall not affect other provisions of this chapter which can be given affect without the invalid provisions and therefore the provisions of this chapter are severable. The council declares that it would have enacted each section, paragraph and sentence notwithstanding the invalidity of any other section, paragraph or sentence.
(Ord. 5326, 2002)

§ 9.30.110. Nonwaiver.

Any waiver or purported waiver by a tenant of rights under this chapter prior to the time when such rights may be exercised, except a rejection of a one year lease or renewal offered in accordance with Section 9.30.025, shall be void as contrary to public policy.
(Ord. 5922 § 12, 2019)