

URGENCY ORDINANCE NO. 1444

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK REGULATING RENT INCREASES AND EVICTIONS

WHEREAS, the City of Baldwin Park believes that there is a problem in the State and the City regarding affordable housing; and

WHEREAS, the City of Baldwin Park wishes to mitigate the problem of affordable housing in its City; and

WHEREAS, the City of Baldwin Park is currently studying the possibility of establishing a Rent Stabilization Ordinance in order to mitigate the affordable housing crisis; and

WHEREAS, the City of Baldwin Park is aware that some landlords will try and spike rents or arbitrarily evict tenants before any rent stabilization legislation can be adopted by the City of Baldwin Park; and

WHEREAS, the City of Baldwin Park wishes to enact an ordinance that will freeze rents for 180 days and will require "just cause" for any evictions during the 180 day time frame established herein.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

That Title XI, Chapter 128 of the Baldwin Park Municipal Code is hereby adopted as follows:

Chapter 128, Title XI. This Urgency Ordinance shall be known as the Rent Freeze/Eviction Ordinance of the City of Baldwin Park.

CHAPTER 128: RENT INCREASES AND EVICTIONS

General Provisions

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GENERAL PROVISIONS

§ 128.01. STATEMENT OF PURPOSE

A growing shortage of decent, safe and sanitary housing units resulting in a low vacancy rates and rapidly rising rents, exploiting this shortage, constitute a serious housing problem affecting the lives of a substantial portion of those Baldwin Park residents who reside in residential housing. In addition, speculation about a rent stabilization ordinance that will limit rent increases and speculation in the purchase and sale of existing residential housing units results in further rent increases and destabilization of the rental market in Baldwin Park. These conditions endanger the public health and welfare of Baldwin Park tenants, especially the poor, minorities, students, young families, and senior citizens. The purpose of this Urgency Ordinance, therefore, is to alleviate the hardship caused by this serious housing shortage by establishing a freeze on rents for 180 days from September 4, 2019 and require landlords to have "just cause" before evicting tenants during this 180 day period.

In order to accomplish this purpose, this Urgency Ordinance provides the City with means to ensure that rents are frozen for 180 days and for 180 days landlords will need to show "just cause" to evict a tenant. Through this Urgency Ordinance, the City exercises its police power in order to address the serious housing problem recognized in the City.

An ordinance imposing a moratorium as of the effective date of this Urgency Ordinance that prohibits certain residential units from rent increases in effect from the adoption of this Urgency Ordinance and requires "just cause" for any eviction within 180 days of the passing of this Urgency Ordinance.

The City of Baldwin Park ordains as follows:

§ 128.02 DEFINITIONS

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

RENT. Rent is any amount of money a landlord charges for the use of a property in the City of Baldwin Park.

RENT INCREASE. Rent increase is any amount of money a landlord increases the rent for the use of a property in the City of Baldwin Park.

EVICTION. Eviction means and refers to any tenant who is forcibly removed from a tenancy in Baldwin Park.

JUST CAUSE. Just Cause is the standard to evict any tenant in the City of Baldwin Park covered by this Urgency Ordinance.

§ 128.03 RENT FREEZE. The City of Baldwin Park hereby bars any landlord from increasing any rent for any tenant covered by this Urgency Ordinance in the City of Baldwin Park from September 4, 2019 to March 2, 2020.

§ 128.04 EVICTION. The City of Baldwin Park hereby requires for the next 180 days (September 4, 2019 to March 2, 2020) that all landlords to have “just cause” before evicting any person from his or her place of residence in the City of Baldwin Park. Thus, no landlord may terminate a residential tenancy of a tenant occupying a covered rental unit unless the landlord can demonstrate the following:

1. The landlord served a Notice of Termination on the tenant via certified mail, return receipt requested;
2. The landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Covered Rental Unit beyond the term of the terminated tenancy in compliance with California Civil Code sections 1945, 1946, and 1946.1;
3. The termination qualifies as a For Cause termination;
4. The landlord has submitted to the City of Baldwin Park, 14403 E. Pacific Avenue, Baldwin Park, California 91706 via certified mail, return receipt requested within five (5) calendar days after service on the tenant, a true and accurate copy of the Notice of Termination, with proof of such service on the tenant(s) attached;
5. Tenant violated a Material Rental Agreement Term as provided in subsection 3 of California Code of Civil Procedure section 1161 and did not cure such violation within ten (10) days after receiving written notice from the landlord of such violation;
6. Tenant has continued to refuse, after landlord has provided a written request, reasonable access to the Covered Rental Unit by the Landlord in accordance with California Civil Code section 1954;
7. Tenant has used the Covered Rental Unit to create a nuisance or for an illegal purpose as provided in subsection 4 of California Code of Civil Procedure section 1161, including:
 - a. Any crime committed by a tenant of a Covered Rental Unit which involves use of a gun, a deadly weapon or serious bodily injury and for which a police report has been filed, but not a crime that is committed

against a person residing in the same Covered Rental Unit as the person committing the crime;

Any threat of violent crime, which includes any statement made by a tenant, or at his or her request, by his or her agent to any person who is on the premises that includes the Covered Rental Unit or to the landlord, or his or her agent, threatening the commission of a crime which will result in death or great bodily

8. For seven days after the rent is due in the rental agreement, the tenant has failed to pay rent to which the landlord is entitled under the tenant housing agreement and this Section.
9. The tenant has continued, after written notice to cease, to commit a material and substantial breach of an obligation or covenant of his or her tenancy which the landlord has not waived either expressly or impliedly through the landlord's conduct and which the landlord is not estopped from asserting, other than the obligation to surrender possession upon proper notice. Notwithstanding any contrary provision in this Section, and notwithstanding any contrary provision in the rental housing agreement, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the unit if the following requirements are met:
 - (a) The tenant continues to reside in the rental unit.
 - (b) The sublease replaces a departed tenant(s) under the rental agreement on a one-for-one basis.
 - (c) The landlord has unreasonably withheld the right to sublease following written request by the tenant. If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.
10. The tenant, who had a rental housing agreement which had terminated, has refused, after written request or demand by the landlord, to execute a written extension or renewal thereof for a further term of like duration and in such terms as are not inconsistent with or violative of any provisions of this Ordinance and are materially the same as in the previous agreement.
11. The tenant holding at the end of the term of the rental housing agreement is a subtenant not approved by the landlord.

§ 128.05. CONFORMING REGULATIONS

If any portion of this Ordinance is declared invalid or unenforceable by decision of a court of competent jurisdiction or rendered invalid or unenforceable by state or federal legislation, the City Council shall have authority to enact replacement regulations

consistent with the intent and purpose of the invalidated provision and applicable law. Such replacement regulations shall supersede invalidated or unenforceable provisions of this Ordinance to the extent necessary to resolve any inconsistency. The subject matter of such replacement regulations shall be limited to rent control matters as enumerated in this Ordinance.

§ 128.06 STATE LAW COMPLIANCE

In addition to complying with this Urgency Ordinance, Landlord must be in compliance with all California State laws regarding rent control. This includes the Costa-Hawkins rental Housing Act.

§ 128.07. NON-WAIVERABILITY

Any provision, whether oral or written in or pertaining to a rental housing agreement whereby any provision of this Urgency Ordinance for the benefit of the tenant is waived, shall be deemed to be against public policy and shall be void.

§ 128.08. REMEDIES

- (a) Any landlord who demands, accepts, receives, or retains any increase in rent during the 180 days freeze in this Urgency Ordinance shall be liable in a civil action to the tenant from whom such payments are demanded, accepted, received or retained, for reasonable attorney's fees and costs as determined by the court, plus damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful rent. A civil penalty of treble the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful rent shall be awarded against the landlord upon a showing that the landlord has acted willfully or with oppression, fraud or malice. No administrative remedy need be exhausted prior to filing suit pursuant to this subsection.

Any person convicted of a misdemeanor under the provisions of this Ordinance shall be punished by a fine of not more than \$1,000.00 or by imprisonment in the County Jail for a period of not more than six months or both. Each violation of any provision of this Ordinance and each day during which such violation is committed, or continues, shall constitute a separate offense.

- (b) The appropriate court in the jurisdiction in which the controlled rental unit affected is located shall have jurisdiction over all actions brought under this Section.

§ 128.09. CRIMINAL REMEDIES

Any landlord violating this Ordinance shall be guilty of a misdemeanor. Any landlord convicted of a misdemeanor under the provisions of this Ordinance shall be punished by

a fine of not more than One Thousand Dollars (\$1,000), or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

§ 128.10. PARTIAL INVALIDITY

If any provision of this Ordinance or application thereof to any person or circumstances is held invalid, this invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. This Ordinance shall be liberally construed to achieve the purposes of this Ordinance and to preserve its validity.

§ 128.11. STATE OWNED PROPERTY

This Ordinance shall not apply to any property which is part of the State Park System or sovereign tidelands and owned by the State of California.

§ 128.12. SEVERABILITY

If any provision of this Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this Ordinance, which can be implemented without the invalid provisions, and to that end, the provisions of this Ordinance are declared to be severable.

First read and adopted at a regular meeting of the City Council of the City of Baldwin Park held on the 6th day of November, 2019.

PASSED, APPROVED, and ADOPTED this 6th day of November, 2019.



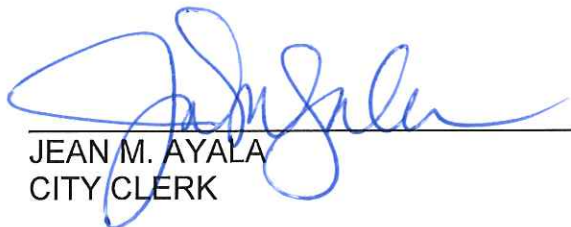
MANUEL LOZANO
MAYOR

ATTEST:

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } **SS:**
CITY OF BALDWIN PARK }

I, JEAN M. AYALA, City Clerk of the City of Baldwin Park, do hereby certify that Ordinance No. 1444 was introduced, placed upon its first reading, and duly adopted on November 6, 2019 by the following vote to wit:

AYES: COUNCIL MEMBERS: Avila, Hernandez, Garcia, Lozano, Pacheco
NOES: COUNCIL MEMBERS: None
ABSENT: COUNCIL MEMBERS: None
ABSTAIN: COUNCIL MEMBERS: None



JEAN M. AYALA
CITY CLERK