

ORDINANCE NO. 1447

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, ADDING CHAPTER 11, SECTION 129 TO THE BALDWIN PARK MUNICIPAL CODE, IMPOSING A MORATORIUM PROHIBITING CERTAIN RESIDENTIAL UNITS FROM RENT INCREASES IN EXCESS OF THREE PERCENT (3%) ABOVE THE CURRENT RENT AND PROHIBITING MORE THAN ONE RENT INCREASE IN ANY TWELVE MONTH PERIOD, AND REGULATING THE REASONS LANDLORDS ARE PERMITTED TO TERMINATE CERTAIN RESIDENTIAL TENANCIES AS OF THE EFFECTIVE DATE OF THIS ORDINANCE ON RESIDENTIAL RENTAL UNITS LOCATED WITHIN CITY LIMITS

WHEREAS, a growing shortage of decent, safe and sanitary housing units resulting in a low vacancy rate and rapidly rising rents exploiting this shortage constitutes a serious housing problem affecting the lives of a substantial portion of those Baldwin Park residents who reside in residential housing; and

WHEREAS, speculation in the purchase and sale of existing residential housing units results in further rent increases; and

WHEREAS, these conditions endanger the public health and welfare of Baldwin Park tenants, especially the poor, minorities, students, young families, and senior citizens; and

WHEREAS, the purpose of this Ordinance, therefore, is to alleviate the hardship caused by this serious housing shortage by establishing a Rent Stabilization Ordinance to regulate rentals in the City of Baldwin Park so that rents will not be increased unreasonably and so that landlords will receive no more than a fair return; and

WHEREAS, in order to accomplish this purpose, this Ordinance provides the City with means to ensure that rents are at a fair level; and

WHEREAS, this Ordinance gives tenants an opportunity to contest improper rent increases; and

WHEREAS, the City believes that one year is a reasonable amount of time in which a landlord should wait to increase rent on any covered unit in the City of Baldwin Park; and

WHEREAS, the one year look back provision will allow the landlord to ascertain his or her expenses and costs in which to base a potential rent increase and without such calculations the rent increase would be arbitrary and capricious which will destabilize the rental market; and

WHEREAS, through this Ordinance, the City exercises its police power in order to address the serious housing problem recognized in the City; and

WHEREAS, this Ordinance is intended to ensure due process of law for landlords and tenants, effective remedies for violation of the law, and consistency with constitutional requirements; and

WHEREAS, it is also intended to enable the City to provide relief to persons facing particular hardship and to protect and increase the supply of affordable housing in the city; and

WHEREAS, termination or erosion of the protections of this Ordinance would have serious disruptive consequences for persons in need of protection and the supply of affordable housing in the city.

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

Section 129.01. DEFINITIONS

The following words or phrases as used in this Ordinance shall have the following meanings:

- (a) Controlled Rental Units: All residential rental units in the City of Baldwin Park built prior to January 1, 1995, except mobile homes, mobile home spaces, duplexes, trailers and trailer spaces, single family homes and those units found by the City to be exempt under one or more of the following provisions:
 - (1) Rental units in hotels, motels, inns, tourist homes and rooming and boarding houses which are rented primarily to transient guests for a period of less than thirty (30) days.
 - (2) Rental units in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged, or dormitory owned and operated by an institution of higher education.
 - (3) Rental units which a government unit, agency or authority owns, operates, manages, or in which governmentally subsidized tenants reside only if applicable federal or state law or administrative regulation specially exempt such units from municipal rent control. This includes "affordable housing" units and Section 8 housing.
 - (4) Owner-occupied rental units with no more than three (3) units. For purposes of this section:
 - (i) The term "owner" means a natural person who owns a fifty (50)

percent ownership interest in the building and resides on the property as his or her principal place of residence.

- (ii) An exemption under this section shall expire by operation of law when the owner ceases to reside on the property as his or her principal place of residence; thereafter, all units on the property shall be subject to all provisions of this Ordinance.
 - (5) Rental units and dwellings constructed after the adoption of this Ordinance; this exemption does not apply to units created as a result of conversion.
 - (6) Where a unit is actually used for purposes of providing, on a non-profit basis, child care or other residential social services in accordance with applicable laws. This exemption shall expire when the use upon which exemption is based ceases. This exemption shall only apply to units as they become vacant and shall only operate to allow the specified use without the necessity of obtaining a removal permit under this Ordinance. This exemption shall not be construed to authorize the eviction of any tenant nor to authorize the charging of rent in excess of that permitted in this Ordinance. The City may adopt regulations to determine whether a unit qualifies for an exemption under this section.
 - (7) Exemptions are not automatic but shall be granted by the City Council or its designee upon application by the owner, provided that if the City does not act upon a completed application for exemption within ninety (90) days of its filing it shall be deemed approved.
- (b) Housing Service: Housing services include, but are not limited to repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege or facility connected with the use or occupancy of any rental unit. Services to a rental unit shall include a proportionate part of services provided to common facilities of the building in which the rental unit is contained.
 - (c) Landlord: An owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any rental unit, or an agent, representative or successor of any of the foregoing.
 - (d) Rent: All periodic payments and all nonmonetary consideration including but not limited to, the fair market value of goods or services rendered to or for the benefit of the landlord under an agreement concerning the use or occupancy of a rental unit and premises including all payment and consideration demanded or paid for parking, pets, furniture, subletting and security deposits for damages and cleaning.

- (e) Rental Housing Agreement: An agreement, oral, written or implied, between a landlord and tenant for use or occupancy of a rental unit and for housing services.
- (f) Rental Units: Any building, structure, or part thereof, or land appurtenant thereto, or any other rental property rented or offered for rent for living or dwelling house units, together with all housing services connected with use or occupancy of such property such as common areas and recreational facilities held out for use by the tenant.
- (g) Tenant: A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a rental housing agreement to the use or occupancy of any rental unit.
- (h) Recognized Tenant Organization: Any group of tenants residing in controlled rental units in the same building or in different buildings operated by the same management company, agent or landlord, who requests to be so designated.
- (i) Rent Ceiling: Rent ceiling refers to the limit on the maximum allowable rent which a landlord may charge on any controlled rental unit.
- (j) Base Rent Ceiling: The maximum allowable rent established in Section 129.04.
- (k) Property: All rental units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.
- (l) Single Family Home: A property that has been developed with only one one-family dwelling and any lawful accessory dwelling structures. For example, if a lot has a single family home on it and a lawful accessory unit on the property, the entire property including the accessory dwelling unit would be considered a "single family home" for purposes of this Ordinance.

Section 129.02. 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.

Section 129.03. STATE LAW COMPLIANCE

In addition to complying with this Ordinance, Landlord must be in compliance with all California State laws regarding rent stabilization including, but not limited to, the Costa-Hawkin's Rental Housing Act. If this Ordinance conflicts with State law, State law shall prevail.

Section 129.04. MAXIMUM ALLOWABLE RENT INCREASES

It shall be unlawful for any landlord to demand, accept or retain more than the maximum rent permitted pursuant to this Section and this Ordinance.

- (a) Immediate Temporary Rent Freeze: Rents shall be frozen at their current rate and shall not be increased during the one hundred-twenty (120) day period following the date of adoption of this Ordinance.
- (b) Establishment of Base Rent Ceiling: Beginning one-hundred-twenty (120) days after the adoption of this Ordinance, no landlord shall charge rent for any controlled rental units in an amount greater than the rent in effect on the date one year prior to the adoption of this Ordinance. The rent in effect on that date is the "base rent ceiling". If there was no rent in effect on the date one year prior to the adoption of this Ordinance, the base rent ceiling shall be the rent that was charged on the first date that rent was charged. For tenancies commencing on or after the adoption of this Ordinance, which qualify for a vacancy rent increase pursuant to state law, the base rent ceiling is the initial rental rate in effect on the date the tenancy commences. As used in this subsection, the term "initial rental rate" means only the amount of rent actually paid by the tenant for the initial term of the tenancy. The base rent ceiling is the reference point from which the rent ceiling may be adjusted upward, if applicable.
- (c) Rent Increases. Landlord may increase the "base rent ceiling" according to the United States Department of labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers or CPI-U. The maximum increase in rent based on the CPI-U is three percent (3%) per twelve month period. Thus, no base rent ceiling may be increased more than three percent (3%) during any twelve month period.
- (d) Increases Based on Consumer Price Index. If the Consumer Price Index (CPI-U) is zero or less than one percent, then the landlord may increase rent to one percent (1%).
- (e) Posting: As soon as the landlord is aware of the maximum allowable rent, the landlord shall post it for each unit in a prominent place in or about the affected controlled rental units. The City may require that other information it deems relevant also be posted.

- (f) Penalties for Failure to Post: The City shall notify a landlord of failure to post a notice in accordance with the provisions of this Ordinance. If a landlord fails to post the notice within seven days of City's notification, the landlord shall pay a fine of \$250 for each day after the seventh day that the landlord fails to post the notice.

Section 129.05 PETITIONS

- (a) Petitions: Upon receipt of a petition by a landlord, the rent of individual controlled rental units may be adjusted upward above the maximum allowable in accordance with the procedures set forth elsewhere in this Ordinance. The petition shall be on the form provided by the City and shall include a declaration by the landlord that the unit meets all requirements of this Ordinance and is in compliance with all State laws on rent control. Notwithstanding any other provision of this Ordinance, the City or hearing examiner may refuse to hold a hearing and/or grant a rent adjustment if an individual hearing has been held and decision made with regard to maximum rent within the previous twelve months.
- (b) Hearing Procedure: The City shall enact rules and regulations governing hearings and appeals of individual adjustment of ceilings on allowable rents. No hearings may be held for landlord/tenant disputes. That includes but is not limited to, disputes about habitability, disputes about whether there was a payment of rent, disputes regarding whether the tenant has violated his or her lease and any other disputes that do not directly involve the provisions of this Ordinance.
- (c) Hearing Examiner: A hearing examiner may be the CEO or his or her designee. The hearing officer shall conduct a hearing to act upon the petition for individual adjustment of ceilings on allowable rents and shall have the power to administer oaths and affirmations.
- (d) Notice: The City shall notify the tenant of the receipt of such a petition and a copy thereof.
- (e) Time of Hearing: The hearing officer shall notify all parties, as to the time, date and place of the hearing.
- (f) Records: The hearing examiner may require either party to a rent adjustment hearing to provide it with any books, records and papers deemed pertinent in addition to that information contained in registration statements. The hearing examiner shall conduct a current building inspection and/or request the City to conduct a current building inspection if the hearing examiner finds good cause to believe the City's current information does not reflect the current condition of the controlled rental unit. The tenant may request the hearing examiner to order such an inspection prior to the date of the hearing. All documents required under this Section shall be made available to the parties involved prior to the hearing at the office of the City. In cases where information filed in a petition for rent ceiling adjustment or in additional submissions filed at the request of the hearing examiner

is inadequate or false, no action shall be taken on said petition until the deficiency is remedied.

- (g) Open Hearings: All rent ceiling adjustment hearings shall be open to the public.
- (h) Right of Assistance: All parties to a hearing may have assistance in presenting evidence and developing their position from attorneys, legal workers, recognized tenant organization representatives or any other persons designated by said parties.
- (i) Hearing Record: The City shall make available for inspection and copying by any person an official record which shall constitute the exclusive record for decision on the issues at the hearing. The record of the hearing, or any part of one, shall be obtainable for the cost of copying. The record of the hearing shall include: all exhibits, papers and documents required to be filed or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted in the proceedings; a statement of all materials officially noticed; all recommended decisions; orders and/or rulings; all final decisions, orders and/or rulings, and the reasons for each final decision, order and/or ruling. Any party may have the proceeding tape recorded or otherwise transcribed at his or her own expense.
- (j) Quantum of Proof and Notice of Decision: No individual adjustment shall be granted unless supported by the preponderance of the evidence submitted at the hearing. All parties to a hearing shall be sent a notice of the decision and a copy of the findings of fact and law upon which said decision is based. At the same time, parties to the proceeding shall also be notified of their right to any appeal allowed by the City and/or to judicial review of the decision pursuant to this Section.
- (k) Consolidation: All landlord petitions pertaining to tenants in the same building will be consolidated for hearing, and all petitions filed by tenants occupying the same building shall be consolidated for hearing unless there is a showing of good cause not to consolidate such petitions.
- (l) Appeal: Any person aggrieved by the decision of the hearing examiner may appeal to the City Council. On appeal, the City Council shall affirm, reverse or modify the decision of the hearing examiner. The City Council may conduct a de novo hearing or may act on the basis of the record before the hearing examiner without holding a hearing.
- (m) Finality of Decision: The decision of the hearing examiner or his or her designee shall be the final decision of the City in the event of no appeal to the City Council. The decision of the hearing examiner or his or her designee shall not be stayed pending appeal; however, in the event that the City on appeal reverses or modifies the decision of the hearing examiner, the tenant, in the case of an upward adjustment, in rent shall be ordered to make retroactive payments to

restore the parties to the position they would have occupied had the hearing examiner's decision been the same as that of the hearing examiner or his designee.

- (n) Time for Decision: The rules and regulations adopted by the City shall provide for final action on any individual rent adjustment petition within one-hundred and twenty (120) days, following the date of filing of the individual rent adjustment petition.
- (o) Hearing Examiner Hearing Required: All hearings on an individual petition for rent adjustment must first be heard by a hearing examiner.

Section 129.06 FAIR AND REASONABLE RENT

If the landlord is operating in a negative cash flow due to existing rents and allowable costs/expenses, then upon Petition to the City Council, the City Council may make a determination on the "fair and reasonable rent" based on a request from landlord. The request must be made in writing, describe all facts to the negative cash flow, and be on an approved form the City will provide. The allowable costs and expenses will be decided by the City Council in its sole discretion. The City Council's decision will be final.

Section 129.7 LANDLORD COMPLIANCE

No landlord shall increase rent under this Ordinance if the landlord:

- (a) Has failed to comply with any provisions of this Ordinance and/or regulations issued thereunder by the City, including the provisions requiring the payment of registration fees and registration penalties.
- (b) Has failed to comply substantially with any applicable state or local housing, health or safety law. No landlord shall increase rent unless the notice increasing rent contains a statement in substantially the following form: "The undersigned (landlord) certifies that this unit and common areas are not subject to any uncorrected citation or notices of violation of any state or local housing health, or safety laws issued by any government official or agency." If a landlord fails to comply with this subsection, the tenant may refuse to pay the improperly noticed increase, may seek administrative or civil remedies under this Ordinance, and may raise the landlord's noncompliance as an affirmative defense in any resulting unlawful detainer action.

Section 129.8 JUST CAUSE EVICTION

- (a) The "Just Clause Eviction" provision in this section of this Ordinance will apply to all rental units in the City of Baldwin Park. No landlord shall take action to terminate any tenancy including but not limited, to making a demand for possession of a rental unit, threatening to terminate a tenancy, serving any notice to quit or other eviction notice or bringing any action to recover possession or be granted recovery of possession of a controlled rental unit unless:
- (1) The tenant has failed to pay the rent to which the landlord is entitled under the rental housing agreement and this Ordinance.
 - (2) 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:
 - (i) The tenant continues to reside in the rental unit.
 - (ii) The sublease replaces a departed tenant(s) under the rental agreement on a one-for-one basis.
 - (iii) 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.
 - (3) The tenant has continued, after written notice to cease, to commit or expressly permit a nuisance in, or cause substantial damage to, the controlled rental unit, or to create a substantial interference with the comfort, safety, or enjoyment of the landlord or other occupants or neighbors of the same.
 - (4) The tenant is convicted of using or expressly permitting a controlled rental unit to be used for any illegal purpose.
 - (5) 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 in violation of any provisions of

this Ordinance and are materially the same as in the previous agreement.

- (6) The tenant has continued to refuse, after written notice, to grant the landlord reasonable access to the controlled rental unit for the purposes of making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof, or for the purpose of showing the rental housing to any prospective purchaser or mortgagee.
- (7) The tenant holding at the end of the term of the rental housing agreement is a subtenant not approved by the landlord.
- (8) The landlord seeks to recover possession in good faith for use and occupancy by herself or himself, or her or his children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
 - (i) A "landlord" shall be defined as a natural person who has at least a fifty (50) percent ownership interest in the property.
 - (ii) The notice terminating tenancy shall contain the name, address and relationship to the landlord of the person intended to occupy.
 - (iii) The landlord or enumerated relative must intend in good faith to move into the unit within thirty (30) days after the tenant vacates and to occupy the unit as a primary residence for at least one year. The City may adopt regulations governing the determination of good faith.
 - (iv) If the landlord or relative specified on the notice terminating tenancy fails to occupy the unit within thirty (30) days after the tenant vacates, the landlord shall:
 - A. Offer the unit to the tenant who vacated it.
 - B. Pay to said tenant all reasonable expenses incurred in moving to and/or from the unit.
- (9) 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, order to comply, order to abate, or any other order that necessitates the vacating of the building housing the rental unit as a result of a violation of the City of Baldwin Park Municipal Code or any other provision of law.
- (10) The landlord has filed the requisite documents with the City initiating the procedure for withdrawing units from rent or lease under Government Code Section 7060 et. seq. and the City's regulations, with the intention of completing the withdrawal process and going out of the residential rental

business.

- (b) Any written notice as described in Subsections (a) (2), (3) or (6) shall be served by the landlord a reasonable period prior to serving a notice to terminate tenancy and shall inform the tenant that a failure to cure may result in the initiation of eviction proceedings. The City may enact regulations regarding reasonable notice.
- (c) Notwithstanding any contrary provision in this Section or in the rental housing agreement, if the tenant's spouse, child(ren), and/or domestic partner who has filed an Affidavit of Domestic Partnership with the City have lived in the unit for at least one year at the time the tenant vacates the unit due to death or incapacitation, the landlord is prohibited from taking any action to obtain possession of the unit from the tenant's spouse, child(ren), and/or registered domestic partner on the ground that the spouse, child(ren) and/or registered domestic partner are not authorized to occupy the unit.
- (d) Notwithstanding the above provisions, possession shall not be granted if it is determined that the eviction is in retaliation for the tenant reporting violations of this Ordinance, for exercising rights granted under this Ordinance, including the right to withhold rent upon authorization of the City or for organizing other tenants.
- (e) In any notice purporting to terminate tenancy the landlord shall state the cause for the termination, and in any action brought to recover possession of a controlled rental unit, the landlord shall allege and prove compliance with this Section. The landlord shall file with the City a copy of any notice terminating tenancy, except a three day notice to pay rent or vacate, within 3 days after serving the notice on the tenant.
- (f) A landlord shall not change the terms of a tenancy to prohibit pets and then evict the tenant for keeping a pet which was kept and allowed prior to the change, unless the landlord can establish that the pet constitutes a nuisance and the nuisance has not been abated upon proper notice to the tenant.
- (g) Failure to comply with any requirement of this Section may be asserted as an affirmative defense in an action brought by the landlord to recover possession of the unit. Additionally, any attempt to recover possession of a unit in violation of this Ordinance shall render the landlord liable to the tenant for actual and punitive damages, including damages for emotional distress, in a civil action for wrongful eviction. The tenant or the City may seek injunctive relief and money damages for wrongful eviction. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorney's fees.

Section 129.09 REMOVAL OF CONTROLLED UNIT FROM RENTAL HOUSING MARKET

- (a) Any landlord who desires to remove a controlled rental unit from the rental housing market by demolition, conversion or other means is required to obtain a permit from the City prior to such removal from the rental housing market in accordance with rules and regulations promulgated by the City. In order to approve such a permit, the City is required to find that the landlord cannot make a fair return by retaining the controlled rental unit.
- (b) Notwithstanding the foregoing provisions of this subsection, the City may approve such a permit:
 - (i) If the City finds that the controlled rental unit is uninhabitable and is incapable of being made habitable in an economically feasible manner, or
 - (ii) If the permit is being sought so that the property may be developed with multifamily dwelling units and the permit applicant agrees as a condition of approval, that the units will not be exempt from the provisions of this Ordinance and that at least fifteen (15) percent of the controlled rental units to be built on the site will be at rents affordable by persons of low income.
- (c) The Housing Element of the General Plan of the City of Baldwin Park shall at all times contain a provision that neither the City Council nor any City agency shall approve an application for tentative subdivision map or tentative parcel map for a converted unit until and unless the applicant first obtains a removal permit as required by this Section. This subsection shall not apply to any tentative subdivision map or tentative parcel map approved in accordance with this Ordinance relating to tenant ownership rights.
- (d) The City shall render its final decision within one hundred and twenty (120) days of the filing of a completed application under this section.

Section 129.10 FOR RENT OR LEASE AFTER WITHDRAWAL

If a landlord desires to offer for rent or lease a rental unit which was the subject of a Notice of Intent to Withdraw pursuant to this Ordinance, the following regulations apply:

- (a) If a rental unit that was removed from rental housing use pursuant to this Ordinance is offered for rent or lease during either:
 - (1) the five-year period after the Notice of Intent to Withdraw the accommodations is filed with the City pursuant, whether or not the Notice of Intent is rescinded or the withdrawal of the accommodations is completed pursuant to the Notice of Intent; or

- (2) the five-year period after the accommodations are withdrawn;

then the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any Notice of Intent to Withdraw the accommodations was filed with the City, plus annual adjustments available under this Ordinance.

- (b) Subsection A. of this section shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the rental unit.

Section 129.11 TENANT PROTECTION, RELOCATION AND MOVING EXPENSE ALLOWANCE FOR TENANTS IN GOOD STANDING

- (a) This section shall only apply to "no fault" evictions. In other words, if the tenant has not met its obligations under the lease or was "at fault" for the eviction, no relocation assistance will be required. As to "no fault" evictions, 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 and one-half (2½) 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 \$1,306.00 for adult households or \$3,935.00 for households with dependents, disabled, or senior members. The amounts listed are adjusted for FY 2019 and will continue to be adjusted as provided in paragraph C below.
- (b) For all tenants in good standing, who meet the income eligibility requirements of paragraph A above, and who have maintained continuous tenancy for a period of 10 years or more shall be entitled to enhanced relocation allowance and moving expenses. The total amount of relocation allowance to be paid by the landlord to the tenant is based on the length of the tenancy. For each year after the 10th anniversary, the amount of the base relocation allowance shall be increased by 10%, and shall increase each year thereafter until reaching the maximum of 200% of the base relocation allowance on the 20th anniversary of the tenancy.
- (c) 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).
- (d) The relocation allowance provided for in this 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.
 - (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.
 - (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.
 - (5) **Change in Ownership.** There is a change in ownership of the rental unit and, at any time within 18 months of the change in ownership, the landlord notifies the tenant that at some specific date after the change in ownership, the tenant's tenancy is being terminated, the tenant is being evicted, and/or there is going to be a large rent increase. For purposes of this chapter, a "large rent increase" means any rent increase exceeding the Cost of Living Increase ("CPI") plus five percent (5%) within the 12-month period prior to the notice of the rent increase.
 - (6) **Non-Exclusive Remedy.** Nothing in this chapter limits the rights of the city or tenant to recover from the landlord 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.
- (e) Landlord's non-renewal and/or termination of tenancy under any of the circumstances described in subsection (d) 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.
- (f) 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.

Section 129.12 PASSTHROUGH OF SURCHARGE FOR IMPROVEMENT OF COMMON AREAS

Any landlord that expends money to improve common areas may pass through fifty percent (50%) of the expense in the form of rent increases over a five year period based on the pro rata share of the total units. Any pass-through must be approved by the City based on a written request from the landlord. Landlord must provide factual basis in writing to the City. The pass-through, if approved, will run with the units. Thus, even if a renter moves out, the new renter can be charged the same pass-through over the same five year period as the previous renter. The pass-through will run with the unit for the entire five years regardless of who the renter is at the time.

Section 129.13 PASSTHROUGH OF SURCHARGE FOR CAPITAL IMPROVEMENTS

Any landlord that expends money for capital improvements may pass through fifty percent (50%) of the expense to tenants over a five year period based on the pro rata share of the total units. Any pass-through must be approved by the City based on a written request from the landlord. Landlord must provide factual basis in writing to the City.

Section 129.14 (THIS SECTION IS INTENTIONALLY LEFT BLANK)

Section 129.15 JUST CAUSE EXCEPTION

By Petition to the City Council, any landlord may seek a rent increase above three percent based on providing "just cause" for the increase. The CEO or his or her designee will decide any "just cause" exception. Any "just cause" exception must be approved by the CEO or his designee based on a written request from the landlord. Landlord must provide factual basis in writing to the City.

Landlord may appeal the decision of the CEO or his or her designee to the City Council. The City Council's decision will be final.

Section 129.16 REGISTRATION FEE

For any controlled rental unit for which a landlord accepts or demands rent on or after the effective date of this Ordinance, there shall be a registration or registration renewal fee of \$28.00 Dollars per unit. Registration fee and/or renewal fee shall be set to cover costs associated with this Ordinance including, but not limited to, mail costs, administration fees, processing fees and other related administration costs.

Section 129.17 PENALTIES FOR LATE REGISTRATION AND FOR FAILURE TO POST NOTICE THAT PROPERTY IS SUBJECT TO THE RENT STABILIZATION ORDINANCE

Any landlord who fails to pay the fee for registration or registration renewal in accordance with the provisions of this Ordinance shall be deemed delinquent. The landlord shall pay a penalty equal to one hundred and fifty percent of the fee per subject rental unit for any delinquency incurred after the effective date of this amendment.

If the CEO or his designee determines that good cause exists for a landlord's failure to timely pay the registration fee in accordance with the provisions of this Ordinance, or failure to post a notice in accordance with the Ordinance, the CEO or his designee may waive the penalties or fines required by this Section. The CEO or his designee may promulgate such rules and regulations as may be necessary to carry out the provisions of this Section.

Section 129.18 AFFORDABLE HOUSING UNITS

This Ordinance does not apply to affordable housing units in the City of Baldwin Park.

Section 129.19 NON-WAIVERABILITY

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

Section 129.20 JUDICIAL REVIEW

A landlord or tenant aggrieved by any action or decision of the City may seek judicial review by appealing to the appropriate court within the jurisdiction.

Section 129.21 REMEDIES

- (a) Any landlord who demands, accepts, receives, or retains any payment of rent in excess of the maximum lawful rent, in violation of the provisions of this Ordinance or any rule, regulation or order hereunder promulgated, including the provisions ensuring compliance with habitability standards and registration fee requirements, 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 who willfully or knowingly with the intent to deceive, makes a false statement or representation, or knowingly fails to disclose a material fact, in a

notice or declaration required in this Ordinance, or in any declaration, application, hearing or appeal permitted under this Ordinance, including any oral or written evidence presented in support thereof, shall be guilty of a misdemeanor.

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) In lieu of filing a civil action, a tenant may file an administrative complaint. The City shall establish by rule and regulation a hearing procedure similar to that set forth in Section 129.05.
- (1) The rules and regulations adopted by the City shall provide for final City action on any complaint for excess rent within one-hundred and eighty (180) days following the date of filing of the complaint.
 - (2) In any administrative hearing under this Section, a landlord who demands, accepts, receives or retains any payment of rent in excess of the maximum lawful rent shall be liable for damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful rent and may be liable for an additional amount not to exceed three thousand dollars (\$3,000.00), for costs, expenses incurred in pursuing the hearing remedy, damages and penalties. The tenant shall bear the burden of proving entitlement to the penalty. The tenant may deduct the penalty and award of damages from future rent payments in the manner provided by the City. An order authorizing rent withholding under this Ordinance shall survive the sale or other transfer of the property and shall be binding upon successors of the landlord against whom the order was made. If a tenant authorized to withhold rent under this Ordinance vacates the property, the landlord shall pay to such tenant a sum equal to the balance of the rent that the tenant could have withheld.
- (c) If the tenant from whom such excessive payment is demanded, accepted, received or retained in violation of the foregoing provisions of this Ordinance or any rule or regulation or order hereunder promulgated fails to bring a civil or administrative action as provided for in this Ordinance within one hundred eighty (120) days from the date of occurrence of the violation, the City may settle the claim arising out of the violation or bring such action. Thereafter, the tenant on whose behalf the City acted is barred from also bringing an action against the landlord in regard to the same violation for which the City has made a settlement or brought action. In the event the City settles said claim, it shall be entitled to retain the costs it incurred in settlement thereof, and the tenant against whom the violation has been committed shall be entitled to the remainder.

- (d) 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.

Section 192.22 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 Five Hundred Dollars (\$500), or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.

Section 129.23 INJUNCTIVE AND OTHER CIVIL RELIEF

The City, and tenants and landlords of controlled units, may seek relief from the appropriate court within the jurisdiction within which the affected controlled rental unit is located to enforce any provision of this Ordinance or its implementing regulations or to restrain or enjoin any violation of this Ordinance and of the rules, regulations, orders and decisions of the City.

Section 129.24 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.

Section 129.25 EXISTING CITY PRACTICES

To the extent that the amendments to Ordinance adopted at the same time as this Section incorporate rules, regulations and practices of the City existing on the date of the adoption hereof, this amendment is declarative of existing law and does not impose any new requirements or limit any existing ones.

Section 129.26 SINGLE FAMILY HOMES

Single Family homes, Mobile homes, and duplexes are automatically exempt from the provisions of this Ordinance.

Section 129.27 STATE OWNED PROPERTY

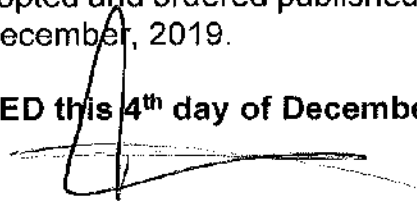
This Ordinance shall not apply to any property which is part of the State Park System or sovereign tidelands and owned by the State of California.

Section 129.28 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 at a regular meeting of the City Council of the City of Baldwin Park held on the 20th day of November, 2019, and adopted and ordered published at a regular meeting of said Council on the 4th day of December, 2019.

PASSED, APPROVED, AND ADOPTED this 4th day of December, 2019.



MANUEL LOZANO
MAYOR

ATTEST:

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

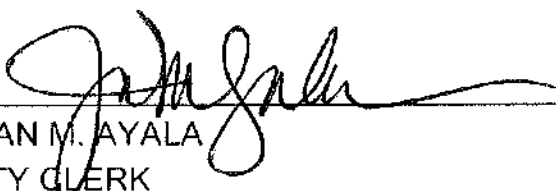
I, JEAN M. AYALA, City Clerk of the City of Baldwin Park, do hereby certify that the foregoing ordinance was introduced and placed upon its first reading at a regular meeting of the City Council on November 20, 2019. Thereafter, said **Ordinance No. 1447** was duly approved and adopted at a regular meeting of the City Council on **December 4, 2019** by the following vote to wit:

AYES: COUNCIL MEMBERS: Avila, Garcia, Hernandez, Lozano, Pacheco

NOES: COUNCIL MEMBERS: NONE

ABSENT: COUNCIL MEMBERS: NONE

ABSTAIN: COUNCIL MEMBERS: NONE



JEAN M. AYALA
CITY CLERK