

**TENANT PROTECTIONS PROGRAM  
ORDINANCE CHECKLIST – REMAINING POLICY ISSUES**

The following Checklist includes the remaining policy issues pertaining to Tenant Protections for City Council's consideration based on City Council's direction at the July 16, 2020 City Council Meeting. These issues are listed in the order they appear in the accompanying staff report. Also, beginning on Page 2 of the Checklist are Sample Provision(s) related to some of the listed items.

**1. Additional For Cause Termination Grounds:**

- ☐ Unauthorized subletting (where lease is silent with regarding to assignment/subletting)
- ☐ Adding adult additional occupant without permission (where lease is silent with regard to unauthorized additional occupants)
- ☐ Recovery of manager unit because of termination of manager (*See Sample Provision #1 below.*)

**2. Additional No Fault Termination Grounds:**

- ☐ Addressing substantial renovations (*Staff is still gathering information regarding this issue, which will be provided in a supplemental memo.*)

**3. Protected Tenants Not Subject to No Fault Termination:**

- ☐ Low-income tenants (*See Sample Provision #2.*)
- ☐ Households with school-age children during the school year (Staff will evaluate whether this is permissible/feasible if City Council is interested in such a protection.)

**4. Relocation Assistance:**

- ☐ Timing of payment. Other specified time period (e.g. 30%/70%) [Note: IRCO currently requires 50% within 5 days after notice of termination; 50% within 5 days after tenant's vacation of the unit.]
- ☐ Amount of reduced payment for "Mom and Pop" properties (e.g. 50% or another amount) (*See below for policy consideration of definition of "Mom and Pop".*)

**5. Definition of "Mom and Pop" Landlord: (See Sample Provision(s) #3).**

- ☐ Owner-occupied with set maximum number of units.
- ☐ Non-owner-occupied with set maximum number of units.
- ☐ Property owned by non-corporate entity
- ☐ Other

**6. Voluntary Tenant Buyouts: Voluntary tenant buyouts are permissible. The issue is whether to establish regulations governing them. (See Sample Provision #4)**

- ☐ Yes
- ☐ No

**TENANT PROTECTIONS PROGRAM  
ORDINANCE CHECKLIST – REMAINING POLICY ISSUES**

**DRAFT SAMPLE PROVISIONS<sup>1</sup>**

1. Recovery of Rental Unit due to Termination of Resident Manager as For Cause Termination Grounds:
  - Tenant was employed by the Landlord to serve as a resident manager or other employee, was provided with the Rental Unit as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any Tenant whose tenancy in the building or complex commenced prior to assuming managerial responsibilities or whose status as a Tenant commenced prior to his or her status as a resident manager. **(West Hollywood)**
2. Low-Income Tenant Protection: If the Tenant is a low-income tenant (low-income tenant means a person and family 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), then the Landlord or the Landlord's Family Member who will reside in the Dwelling Unit must also be a low-income individual. **(LA County)**
3. "Mom and Pop" Definition: [Note, the following definitions are utilized for providing various exemptions or allowances for smaller landlords.]

***City of Los Angeles:* [Owners with 4 or fewer rental units have special relocation assistance requirements.]**

A landlord who terminates a tenancy...shall pay a relocation fee...except in the following circumstance:

- (1) the building containing the rental unit contains four or fewer rental units;
- (2) within the previous three years the landlord has not paid the fee authorized by this Subsection to any tenant who resided in the building;
- (3) the landlord owns, in the City of Los Angeles, no more than four units of residential property and a single-family home on a separate lot; and
- 4) any eligible relative for whom the landlord is recovering possession of the rental unit does not own any residential property in the City of Los Angeles

***County of Los Angeles:* [A Small Landlord may pass-through the Safe, Clean Water Act parcel tax to Tenants.]**

"Small Landlord" means an owner that owns, or has common ownership or common control of, fifty (50) or fewer Dwelling Units in the County.

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<sup>1</sup> Reference to AB1482 or a specific city indicates from what public agency the sample provision originates. Any use of such provision will be modified to be consistent with the context and format of Culver City's ordinance.

**TENANT PROTECTIONS PROGRAM  
ORDINANCE CHECKLIST – REMAINING POLICY ISSUES**

***Santa Monica:* [Owner-occupied 1-3 unit properties are exempt from Rent Control.]**

- (a) An owner-occupant must occupy the housing unit in good faith, as the principal place of residence.
- (b) No corporation, trust, partnership, limited partnership, or association can be considered an owner-occupant.
- (c) A person may be considered an owner-occupant only if said person owns at least a 50% interest in the property.
- (d) The dwelling must contain no more than three units on one legal parcel, including units contained in separate buildings on the same parcel.

4. Voluntary Buyout Agreements:

A. *Landlord's Disclosure Prior to Buyout Offer.* Prior to making a buyout offer, the Landlord shall provide each Tenant in the Dwelling Unit a written disclosure, on a form approved by the Department, that shall include all of the following:

- 1. A statement that the Tenant has a right not to enter into buyout negotiations or a buyout agreement;
- 2. A statement that the Tenant may choose to consult with an attorney before entering into a buyout agreement;
- 3. A statement that the Tenant may rescind the buyout agreement for up to forty-five(45) days after it is fully executed;
- 4. A statement that the Tenant may contact the Department for information about other buyout agreements in the Tenant's neighborhood and other relevant information;
- 5. Any other information required by the Department consistent with the purpose and provisions of this Section; and
- 6. A space for each Tenant to sign and write the date the Landlord provided the Tenant with the disclosure.

B. *Requirement for Buyout Agreements.* A buyout agreement that does not satisfy all the requirements of this Section may be rescinded by the Tenant within forty-five (45)days of execution of the buyout agreement. The buyout agreement shall:

- 1. Be in writing in the primary language of the Tenant. The Landlord shall give each Tenant a copy of the proposed buyout agreement at least ten (10) business days before it is executed.
- 2. Include the following statement in bold letters in at least fourteen-point (14 pt) type in close proximity to the space reserved for the signature of the Tenant(s):
  - a. "You may cancel this buyout agreement in writing at any time before the forty-fifth (45th) day after all parties have signed this buyout agreement."
  - b. "You have a right not to enter into a buyout agreement."

**TENANT PROTECTIONS PROGRAM  
ORDINANCE CHECKLIST – REMAINING POLICY ISSUES**

- c. "You may choose to consult with an attorney before signing this buyout agreement. The Culver City Housing Division may also have information about other buyout agreements in your neighborhood."
- 3. Provide to the Tenant a copy of the fully executed buyout agreement.
- C. *Rescission of Buyout Agreement.* A Tenant shall have the right to rescind a buyout agreement for up to forty-five (45) days after its execution by all parties. In order to rescind a buyout agreement, the Tenant must hand-deliver, email, or certified mail, return receipt requested, a statement to the Landlord indicating that the Tenant has rescinded the buyout agreement.
- D. *Filing of Buyout Agreement and Disclosure Notice.* The Landlord shall file a copy of the executed buyout agreement, along with proof of service to the Tenant of the disclosure notice as required in this Section, within sixty (60) days after the buyout agreement is executed by all parties. Buyout agreements and disclosure notices shall be filed with the Housing Division. **(LA County, Santa Monica and West Hollywood)**