



Burbank Tenant Protection Ordinance Ordinance No. 25-4,025

Effective 4-11-2025

Frequently Asked Questions (FAQ)

1. What protections does the City's Tenant Protection Ordinance provide?

In addition to California's Tenant Protection Act (AB1482/SB567), Burbank has established a local Tenant Protection Ordinance (TPO), codified in Title 5, Chapter 4 of Burbank Municipal Code (BMC), that applies to all residential rental units covered by state's Tenant Protection Act set forth in Section 1946.2 of the California Civil Code. These regulations were adopted by the Council on July 30, 2024, and went into effect on August 31, 2024, and include the following:

- a) Increased relocation assistance of three (3) months of the tenant's current rent for all no-fault just cause evictions specified in Section 1946.2 of the California Civil Code, except for a legitimate owner or owner's relative move-in per California Civil Code section 1946.2(b)(2)(A)
- b) Local regulations prohibiting retaliatory action or harassment as outlined in BMC Section 5-4-105.
- c) Local enforcement mechanisms wherein an impacted tenant can seek civil damages or injunctive relief through civil action.
- d) Additionally, BMC Section 5-4-104 authorizes the City Attorney's Office to seek injunctive relief in case of a violation of local regulations relating to no-fault just cause protections.

2. Which rental units are covered by Burbank's Tenant Protection Ordinance?

The City of Burbank's TPO applies to all residential rental units covered by California's Tenant Protection Act (AB1482/SB567).

Residential rental units that are exempt from just cause eviction provisions set forth in Section 1946.2 of the California Civil Code and Burbank's local TPO include:

- A single-family home/condo/mobile home where the owner is not a real estate investment trust, a corporation, or a limited liability company in which

at least one member is a corporation, and the owner provides the tenant with a written notice of exemption as detailed in the State law.

- A residential rental unit that has been issued their certificate of occupancy within the previous 15 years, unless the unit is a mobile home.
- A residential rental unit that is part of a duplex, where the owner occupies one of the units as a primary residence for the entire duration of the tenancy.
- A single-family, owner-occupied mobile home.
- Single-family, owner-occupied, residence where the owner rents no more than two bedrooms or units, including accessory dwelling units and junior accessory dwelling units.
- A residential rental unit where tenant shares bathroom or kitchen facilities with the owner, and the owner lives at the property as their principal residence.
- A residential rental unit provided by a nonprofit hospital, religious facility, extended care facility, licensed extended care facility for the elderly or an adult residential facility.
- A transient and tourist hotel occupancy.
- Dormitories owned and operated by certain educational institutions.
- Affordable residential rental unit that is restricted by a deed, regulatory restrictions, or other recorded document limiting the affordability to very-low, low, or moderate- income households or the unit is subject to an agreement that provides housing.

3. What is a no-fault just cause eviction?

No-fault just cause evictions include the following types of evictions:

- a) Eviction due to occupancy of a rental unit by owner, owner's spouse, owner's domestic partner, owner's children, owner's parents, owner's grandchildren, or owner's grandparents. Up to one month of current rent relocation assistance.
- b) Eviction due to withdrawal of a rental unit from the rental market. Up to three months of current rent relocation assistance.
- c) Eviction due to an order issued by a govt. agency/court/local ordinance to vacate a rental unit, unless the court or government agency determines the tenant is at fault for the condition(s) triggering the need to vacate. Up to three months of current rent relocation assistance.
- d) Eviction due to intent to demolish or substantially remodel a rental unit. Three months of current rent relocation assistance minimum.

4. What are the notice requirements for an at-fault eviction?

A landlord who wants to terminate (end) a periodic tenancy can do so by **properly serving** a written 30-day, 60-day, or, in certain instances, 90-day, notice on the tenant. Please refer to page 98 of the California Landlord-Tenant Guide [HERE](#).

- a) If a landlord gives a tenant a three-day notice because the tenant has not paid the rent, the notice must accurately state the amount of rent that is due. In addition, the notice must state the information in the California Tenant Handbook (see pages 98-99).
- b) If a three-day notice is based on a reason other than non-payment of rent, the notice must specify the reason for eviction including a tenant's violation of the rental agreement or describe any other improper conduct by the tenant. Any three-day notice must be properly served in accordance with applicable law. For more information, refer to the California Tenants Handbook (see pages 98-99).

5. What are the requirements for a no-fault notice to vacate, and when is relocation assistance required?

Provisions of California's Tenant Protection Act (AB 1482) apply to all California tenants after they have continuously and lawfully lived in the unit for at least 12 months, or in the case of multiple tenants either all the tenants have occupied the unit for at least 12 months or at least one tenant has occupied the unit for at least 24 months. In such cases, an owner of a property subject to AB 1482 shall not terminate a tenancy without providing a just cause statement, which must be stated in the written notice to terminate tenancy. A no-fault notice to vacate that must comply as follows:

- a) **"Just Cause" Required for "No-Fault" Evictions.** Pursuant to BMC Section 5-4-103, for all no-fault evictions (as defined in subsection (b)(2) of Section 1946.2 of the California Civil Code), a property owner is required to provide a "just cause" reasoning prior to terminating tenancy that shall be stated in a written notice.
- b) **Relocation Assistance Required for "No-Fault" Evictions.** Pursuant to Section 5-4-104 of BMC, any tenancy termination notice based on a "no-fault just cause" (as defined in subsection (b)(2) of Section 1946.2 of the California Civil Code), will require a property owner to provide relocation assistance amount no less than three (3) months of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy. Please note that the higher relocation assistance required by BMC (i.e., three (3) months of the tenant's current rent) shall not apply to any termination of tenancy due to an owner or owner's relatives moving-in in accordance with California Civil Code section 1946.2(b)(2)(A). The relocation assistance for termination due to owner

or owner's relatives moving in will be equal to no less than one (1) month of the tenant's rent that was in effect when the owner issued the notice to terminate the tenancy.

6. What is considered a “substantial remodel”?

A substantial remodel generally refers to work that requires the tenant to vacate the unit for at least 30 consecutive days for health and safety reasons. This typically includes major structural, electrical, plumbing, or other significant renovations as well as work related to elimination of hazardous materials including lead-based paint, mold, or asbestos, that cannot be completed safely with the tenant in place. Cosmetic improvements, minor repairs, and other or short-term work do not constitute substantial remodel.

7. When can a landlord issue a notice to vacate for a substantial remodel?

A landlord may issue a notice to vacate only when the proposed work meets the definition of a substantial remodel under the state law, wherein the proposed work would render a unit unsafe for occupancy for at least 30 consecutive days.

AB 1482 Substantial Remodel Definition:

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 30 days. Cosmetic improvements alone, including 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.

8. What information must be included in a notice to vacate for a substantial remodel?

A notice to vacate due to substantial remodeling of residential rental units shall include the following:

- a) A statement informing the tenant of the owner's intent to demolish the property or substantially remodel the rental unit property.
- b) A verbatim statement from Civil Code section 1946.2 (b)(2)(D)(iv)(II) that the tenant can re-occupy the unit at the prior rental rate if the remodel does not take place.

“If the substantial remodel of your unit or demolition of the property as described in this notice of termination is not commenced or completed, the owner must offer you the opportunity to re-rent your unit with a rental agreement containing the same terms as your most recent rental agreement with the owner at the rental rate that was in effect at the time you vacated. You must notify the owner within thirty (30) days of receipt of the offer to re-rent of your acceptance or rejection of the offer, and, if accepted, you must reoccupy the unit within thirty (30) days of notifying the owner of your acceptance of the offer.”

- c) A description of the work to be performed and the approximate expected duration of the substantial remodel, or if the property is to be demolished, the expected date by which the property will be demolished.
- d) A copy of any permits issued or a copy of the contract with the contractor if no permit is required.
- e) A notification that if the tenant is interested in reoccupying the rental unit following the substantial remodel, the tenant shall inform the owner of the tenant’s interest in reoccupying the rental unit following the substantial remodel and provide to the owner the tenant’s address, telephone number, and email address.
- f) Information on the required relocation assistance, which is equal to three times the tenant’s monthly rent when issuing a no-fault notice to vacate for substantial remodel.

9. What are my rights if I experience retaliation or harassment?

If you believe you have been subjected to retaliation or harassment, BMC Section 5-4-105 allows tenants to pursue legal action directly and seek civil remedies, including damages and injunctive relief. Violation of the City’s anti-harassment and anti-retaliation provisions may also serve as an affirmative defense in an unlawful detainer proceeding. Please refer to BMC Section 5-4-105 for more information [**View Ordinance HERE**](#)

For more information on Burbank’s local ordinance and State laws, please visit the City’s website at <https://www.burbankca.gov/tenantprotections>.

For questions or to submit a possible violation of the Burbank Tenant Protection Ordinance, please call (818) 238-5180 or send an email to HousingInfo@burbankca.gov.