



## **Burbank Tenant Protection Ordinance**

**No. 24-4, 014**

Effective 8-31-2024

### **Frequently Asked Questions (FAQ)**

#### **Landlords**

#### **I own a residential unit in the City. Is my rental unit subject to City's local tenant protection ordinance?**

The City of Burbank's Tenant Protection Ordinance (TPO) has been effective since August 31, 2024, and 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

### **What is the proper way to serve a notice to vacate to a tenant? For at-fault notices to vacate:**

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. Page – 84 of the California Tenants Handbook - Click [HERE](#).

1. If the three-day notice is based on a reason other than non-payment of rent, the notice must either describe the tenant's violation of the rental agreement or describe the tenant's other improper conduct. The three-day notice must be properly served on the tenant (see pages 89-90) of the California Tenants Handbook - Click [HERE](#).
2. If the landlord gives the 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 85-86) - Click [HERE](#).

### **For no-fault notices to vacate:**

Landlords with properties subject to AB 1482, the Tenant Protection Act of 2019 (and subsequent changes including SB 567), and Burbank's Tenant Protection Ordinance, may issue a no-fault notice to vacate that must comply as follows:

#### **1. Ordinance No. 24-4, 014 Effective August 31, 2024.**

5-4-103 "Just Cause" Required for "No-Fault" Evictions. Tenant Protection Act Requirements. An owner of residential real property shall not terminate a tenancy through "no-fault" of the tenant that is subject to this chapter without just cause (as defined in subsection (b)(2) of Section 1946.2 of the California Civil Code), which shall be stated in the written notice to terminate tenancy, unless the termination of the tenancy fully complies with the Tenant Protection Act's just cause eviction provisions set forth in Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute.

5-4-104 Relocation Assistance Required for "No-Fault" Evictions If an owner of residential real property issues a termination notice based on a "no-fault just

cause” (as defined in subsection (b)(2) of Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute), the owner shall provide relocation assistance in accordance with the Tenant Protection Act’s just cause eviction provisions set forth in subsection (d) of Section 1946.2 of the California Civil Code, as amended from time to time or replaced by a successor statute, provided however, the relocation assistance shall be increased to an 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.

5-4-104 Exemption: The increased relocation assistance required by this section shall not apply to any termination of tenancy in strict accordance with California Civil Code section 1946.2(b)(2)(A), which such owner shall pay relocation assistance in an amount 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.

To summarize, the increased relocation assistance payment obligation relating to an owner’s or owner’s relative’s move-in in accordance with California Civil Code section 1946.2(b)(2)(A).

## **2. Ordinance No. 24-4, 014 Effective August 31, 2024.**

- Securing building permits (for a substantial remodel), demolition permits (for a demolition), and/or any required abatement permits.
- Plan check submittal to the City’s Building Division, if required.
- Providing copies of the building, demolition, and/or hazardous material abatement permit(s) to Tenant.
- Providing Tenant with a written, detailed account of the scope of work, why the work cannot be reasonably accomplished in a safe manner with the tenant in place, and why the work cannot be completed within thirty (30) days.

### **AB 1482 Substantial Remodel Definition:**

*Intent to demolish or to substantially remodel the residential real property.*

*For purposes of this subparagraph, “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.*

## **Tenants**

### **What are my rights under the local Tenant Protection Ordinance adopted by the City?**

In addition to State regulations on tenant protections, Burbank has established local Tenant Protection Ordinance (TPO) 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 move-in per California Civil Code section 1946.2(b)(2)(A)
- b. Local regulations prohibiting retaliatory action or harassment by a property owner including decrease in services, increase in rent, and termination of tenancy.
- c. Local enforcement mechanisms wherein an impacted tenant can seek civil damages or injunctive relief through civil action. Additionally, the City's local TPO 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.
- d. Additional protections against relation and harassment as detailed in Burbank Municipal Code section 5-4-105. Landlord violation of this code may allow the tenant to seek civil remedies such as an action for damages, injunctive relief, and a defense to a landlord action to recover possession of the rental unit.

### **What are my rights if I'm being evicted?**

Pursuant to the State's Tenant Protection Act of 2019, provisions 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. If so, an owner of a covered residential rental unit shall not terminate a tenancy without providing a just cause statement, which must be stated in the written notice to terminate tenancy.

Further, pursuant to Burbank's TPO, in the case of no-fault eviction, the owner of a covered residential rental unit is required to assist a tenant in relocating by providing a relocation assistance fee equal to three (3) months of the tenant's rent that was in effect when the notice to terminate the tenancy was issued.

### **I'm being evicted. Am I entitled to a relocation assistance fee?**

Burbank's local TPO mandates an increased relocation assistance fee of up to 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 for all covered residential

rental units. See the Landlord section of this FAQ for a list of exempt properties. No-fault just cause evictions include the following types of evictions:

- Eviction due to occupancy of a rental unit by owner's relative. Up to one month of current rent relocation assistance.
- Eviction due to withdrawal of a rental unit from the rental market. Up to three months of current rent relocation assistance.
- 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.
- Eviction due to intent to demolish or substantially remodel a rental unit. Three months of current rent relocation assistance minimum. Up to three months of current rent relocation assistance.

### **What are my rights if I'm a victim of retaliatory action?**

Burbank's TPO provides local anti-retaliation that may include an affirmative defense to a landlord's legal action to recover possession. For example, a tenant is exercising his/her rights, or if a tenant is requesting/demanding/participating in mediation or arbitration under any public or private mediation program or participating in litigation and subsequently:

- Property owner threatens to evict a tenant or cause a tenant to quit a rental unit involuntarily,
- Property owner serves notice to evict a tenant,
- Property owner decreases any services, and/or
- Property owner increases the rent with an intention to retaliate.

A tenant's right against retaliatory action include:

- Seeking legal remedies such retaliation shall be a defense to an action to recover possession of the rental unit. And retaliatory action may serve as the basis for an affirmative action by the tenant for actual and punitive damages and/or injunctive relief.
- Seeking administrative relief through the City's Code Enforcement Dept. Retaliation shall be punishable as administrative citations pursuant to Burbank Municipal Code section 1-1-108.1.

### **What are my rights if I'm a victim of harassment?**

Burbank's TPO provides local regulations on anti-retaliation that may include an affirmative defense to a landlord's legal action to recover possession. For example, if an owner is engaging in any acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of a rental unit, including but not limited to:

- Mistreat an occupant of the rental unit during in-person conversations, through social media postings or messages, or other communications
- Attempt to coerce a tenant to vacate
- Refusing to acknowledge receipt of the tenant's rent payment
- Interfere with a tenant's right to quiet use and enjoyment of a rental unit
- Violate a tenant's right to privacy in the rental unit that are beyond the scope of an authorize entry or inspection

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](mailto:HousingInfo@burbankca.gov).