

ORDINANCE NO. 4320

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF POMONA, CALIFORNIA, AMENDING
CHAPTER 30 OF THE POMONA CITY MUNICIPAL CODE
TO ADD DIVISION 4 TO ARTICLE VIII PERTAINING TO
“RESIDENTIAL RENT STABILIZATION”**

WHEREAS, the increasing housing rent burden and poverty faced by many residents in the City threatens the health, safety, and welfare of its residents by forcing them to choose between paying rent and providing food, clothing, and medical care for themselves and their families; and

WHEREAS, according to a report by the California Housing Partnership Corporation (May 2017), median rent in Los Angeles County, which includes the City of Pomona, has increased 32% since 2000 while median renter household income has decreased 3%, when adjusted for inflation. Additionally, in 2021 the California Housing Partnership Corporation reported that 78% of extremely low-income households in Los Angeles County, are paying more than half of their income on housing costs compared to just 2% of moderate-income households and renters in Los Angeles County need to earn \$38.23 per hour – 2.5 times the City of Los Angeles minimum wage – to afford the average monthly asking rent of \$1,988; and

WHEREAS, the City’s 2013-2021 Housing Element states almost 17,000 Pomona Households (43.7%) have incomes that are less than 80% of the Area Median Income (AMI), the low-income threshold as defined by the U.S. Housing and Urban Development department; and

WHEREAS, according to an August 2020 study by the Southern California Association of Governments (SCAG) for the City, across the City’s 18,648 renter households, 11,497 (61.7%) spend thirty percent or more of gross income on housing cost, compared to 55.3% in the SCAG region. Additionally, 5,939 renter households in Pomona (31.8%) spend fifty percent or more of gross income on housing cost, compared to 28.9% in the SCAG region; and

WHEREAS, the housing rent burden and poverty faced by many residents in the City threatens the health, safety, and welfare of its residents, particularly when resulting in eviction and displacement. Studies have shown that evictions play an impactful role in the lives of low income renter households and can also contribute to poverty through disruptive effects such as job loss, adverse health effects, and negative consequences for children; and

WHEREAS, an eviction can remain on a renter’s credit history for at least seven years, impacting one’s ability to rent and find employment opportunities; and

WHEREAS, the Costa-Hawkins Rental Housing Act, California Civil Code section 1954.50, et seq., limits the applicability of local rent stabilization policies, including prohibiting local jurisdictions from applying rent stabilization to certain residential rental

properties. This Ordinance intends to comply with the Costa-Hawkins Rental Housing Act, and all other applicable state and federal laws; and

WHEREAS, the City has not previously regulated the setting and increasing of rents for residential real property. However, given the concerns discussed herein, the City Council desires to evaluate rent stabilization policies protecting residents from unreasonable rent increases, while ensuring that the owners of residential real property may earn a fair and reasonable return on their property; and

WHEREAS, pursuant to the City's police power, as granted broadly under Article XI, section 7 of the California Constitution, and Pomona Charter section 501, the Pomona City Council has the authority to enact and enforce ordinances and regulations for the public peace, health, and safety of the City and its residents; and

WHEREAS, based on the foregoing facts, and the facts presented to the City Council at the meetings at which this ordinance was introduced and adopted, the City Council finds that allowing owners of residential real property to have unfettered discretion to increase rents, would pose a threat to the public health, safety or welfare, and that a prohibition of rent increases, except as allowed herein, is therefore necessary; and

WHEREAS, the City Council hereby adopts these regulations in order to address the threats set forth below.

1. Absent the adoption of this ordinance, as a result of the economic conditions and recognized housing shortage in Southern California, significant rent increases will impact a substantial number of residents in Pomona and constitute a threat to public health, safety and welfare, and a particular hardship for senior citizens, persons living on fixed incomes, and other vulnerable persons living in Pomona;
2. Certain aspects of public health, safety, and welfare are not adequately protected due to the lack of rent stabilization mechanics or controls in Pomona, and it is the interest of the City, the owners, residents, and the community as a whole that the City consider regulations to protect affordable housing within the City, including, but not limited to, rent stabilization regulations applicable to residential real property; and

WHEREAS, the City currently does not regulate rental amounts, rent increases, or evictions from residential housing.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Pomona as follows:

SECTION 1. The City Council hereby finds that the foregoing recitals are true and correct and are herein as substantive findings of this Ordinance.

SECTION 2. A new Division 4 is added to Article VIII of Chapter 30 of the Pomona City Municipal Code to read as follows:

“Division 4. – Residential Rent Stabilization

Sec. 30-564. – Definition of Rent.

“Rent” means 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 owner under an agreement concerning the use or occupancy of residential real property, including all payment and consideration demanded or paid for parking, pets, furniture, subletting and security deposits for damages and cleaning.

Sec. 30-565. – Exemptions.

- (a) This Subchapter shall not apply to any dwelling units expressly exempt pursuant to any provision of state or federal law, and such units shall be exempt from the provisions of this Subchapter. The following dwelling units are also specifically exempt from this Subchapter:
- (b) Any dwelling unit that has a certificate of occupancy or equivalent permit for residential occupancy issued after February 1, 1995. For this purpose, certificate of occupancy is the certificate first issued before the property is used for any residential purpose. To the extent State law permits, this exemption shall be limited to dwelling units that have a certificate of occupancy or equivalent permit for residential occupancy issued within the previous 15 years.
- (c) Any dwelling unit that is a subdivided interest in a subdivision, as specified in California Business and Professions Code Section 11004.5 (b), (d) and (f).
- (d) Any dwelling unit for which the Landlord receives federal, state, or local housing subsidies, including, but not limited to, federal housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937 line 9 (42 U.S.C. Sec. 1437f).

Sec. 30-566. – Prohibited Increases.

- (a) Increases in rent on residential real property in the City of Pomona in excess of three percent (3%), or eighty (80%) of the change in the Consumer Price Index, whichever is less, and more than one rent increase in any twelve (12) month period, are prohibited, unless expressly exempt under the Costa-Hawkins Rental Housing Act codified in *California Civil Code* section 1954.50. If the change in the Consumer Price Index is negative, no rent increase is permitted. The term Consumer Price Index means, at the time of the adjustment calculation completed by the City pursuant to subsection (b), the percentage increase in the United State Consumer Price Index for all Urban Consumers in the Los Angeles-Long Beach-Anaheim Metropolitan Area published by the Bureau of Labor Statistics, not seasonally adjusted, for the most recent twelve (12) month period ending prior to the City’s calculation pursuant to subsection (b). A violation of this section occurs upon the service of notice or demand for a prohibited increase in rent.

- (b) No later than [REDACTED] each year, beginning with the year 2022, the City shall announce the amount of allowable rent increase based on subsection (a) herein, which shall be effective as of [REDACTED] of that year.

Sec. 30-567. – Overpayments.

In the event that a Tenant household has paid Rent in excess of the maximum permissible increase authorized by this Division, the Landlord shall credit the Tenant for the balance of the overpayment. The Landlord may elect to either: (a) pay the Tenant the balance of the overpayment directly in one lump sum; or (b) give the Tenant a credit against the Rent otherwise due from the Tenant to the Landlord over a period of not more than six months.

Sec. 30-568. - Rent Increases Following Vacancies.

- (a) A Landlord may set an initial Rent for a Rental Unit without restriction at the commencement of a new Tenancy where no member of Tenant's household is an occupant of the Rental Unit only in the following circumstances:
 - (1) The Rental Unit was voluntarily vacated by the Tenant's household. For purposes of this Section Tenant will not be considered to have voluntarily vacated if:
 - a. The Landlord served a Notice of Termination; or
 - b. The Tenant has opted to voluntarily vacate.
 - (b) The Rental Unit was vacated as a result of Landlord's termination of Tenancy pursuant to section 30-574 of this Code.
 - (d) This section 30-568 shall not apply where:
 - (1) The vacancy was the result of conduct of the Landlord or the Landlord's agent, which constituted harassment prohibited by this Code or other applicable law, constructive eviction, or a breach of the covenant of quiet enjoyment of the property.
 - (e) After the Landlord sets an initial Rent for such Covered Rental Unit in accordance with this section 30-568, the Landlord may only increase the Rent in the amount authorized by section 30-569.

Sec. 30-569. – Reasonable Rate of Return.

This ordinance allows for an annual adjustment of residential real property rent of up to three percent (3%), or eighty (80%) of the change in the Consumer Price Index, whichever is less. A Consumer Price Index-based increase is found and determined to provide a just and reasonable return on an owner's property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on

comparable investments, but not so high as to defeat the purpose of curtailing excessive rents and rental increases. Notwithstanding the foregoing, however, any owner of residential real property who contends that the limit on rental increases set forth in section 30-569 above will prevent the owner from receiving a fair and reasonable return on their property may petition for relief from the cap set forth in section 30-570 pursuant to the procedures set forth in section 30-570.

Sec. 30-570. – Fair Return Petition for Rent Increase.

(a) An owner of residential real property owner may petition for a rent increase in excess of that provided in section 30-569 in order to obtain a fair and reasonable return on their property (“Fair Return Petition”). Such Fair Return Petition shall be on an application form prescribed by the City Manager and shall be decided by the City Manager, or their designee (“City Manager”). Owner shall provide a copy of any Fair Return Petition submitted to the City to the applicable tenant(s), and provide City with proof of completing such service to the applicable tenant(s). The tenant(s) will then have thirty (30) days from the date of receiving the Fair Return Petition to reply or provide additional materials to the City in response to the Fair Return Petition. The applicant shall bear the burden of establishing that a rate increase in excess of that provided in section 30-569 is necessary to provide the applicant with a fair and reasonable return on their property, including by providing an independent financial report and verified financial data demonstrating that without such an increase, they will not realize a fair and reasonable return on their property.

(b) Applicant shall be responsible for all costs associated with the City’s review of the Fair Return Petition. Upon receipt of a Fair Return Petition, the City Manager shall determine the anticipated costs of review and if the employment of expert(s) will be necessary or appropriate for a proper analysis of the applicant’s request. If the City Manager so determines, the City Manager shall also determine the anticipated costs of employing such expert(s). The resulting figure shall be communicated to the applicant, and the Fair Return Petition shall not be processed until the applicant has paid to the City the estimated cost of the complete analysis. City will provide applicant with an invoice of all costs incurred after the review of the Fair Return Petition. Any unused portion of the advance payment for analysis shall be refunded to the applicant. If additional funds are required, payment will be required before applicant receives the determination on the Fair Return Petition from the City.

(c) The factors the City Manager may consider in deciding a Fair Return Petition may include, but not be limited to:

- (1) Changes in the Consumer Price Index for All Urban Consumers in the Los Angeles-Long Beach-Anaheim Metropolitan Area published by the Bureau of Labor Statistics.
- (2) The rent lawfully charged for comparable residential real property in the City.
- (3) The length of time since the last determination by the City Manager on a rent increase application, or the last rent increase if no previous rent increase application has been made.

- (4) The completion of any capital improvements or rehabilitation work related to the residential real property in the Fair Return Petition, and the cost thereof, including materials, labor, construction interest, permit fees, and other items the City Manager deems appropriate.
- (5) Changes in property taxes or other taxes related to the subject residential real property.
- (6) Changes in the rent paid by the applicant for the lease of the residential real property.
- (7) Changes in the utility charges for the subject residential real property paid by the applicant, and the extent, if any, of reimbursement from the tenants.
- (8) Changes in reasonable operating and maintenance expenses.
- (9) The need for repairs caused by circumstances other than ordinary wear and tear.
- (10) The amount and quality of services provided by the applicant to the affected tenant(s).
- (11) Any existing written lease lawfully entered into between the applicant and the affected tenant(s).

(d) A Fair Return Petition shall be decided by the City Manager within sixty (60) calendar days of the date that the application has been deemed complete, including proof of service of the Fair Return Petition on the applicable tenant(s). The decision shall be emailed and sent by mail, with proof of mailing to the subject property owner, the owner's designated representative(s) for the Fair Return Petition, and a designated representative of the tenant(s). Any appeal of the City Manager decision on a Fair Return Petition shall proceed pursuant to the administrative appeal procedures found in section 2-1188 of the Pomona Municipal Code.

Sec. 30-571. – Exemptions.

Pursuant to the Costa-Hawkins Rental Housing Act, the provisions of this ordinance regulating the amount of rent that a residential real property owner may charge shall not apply to the following: any residential real property that has a certificate of occupancy issued after February 1, 1995 (*California Civil Code* section 1954.52(a)(1)); and, any other provisions of the Costa-Hawkins Rental Housing Act addressing exemptions, as applicable.

Sec. 30-572. – Rent Increase Ineffective.

No rent increase shall be effective if the owner:

ATTACHMENT NO. 2

- (a) Fails to substantially comply with all provisions of this Division, including but not limited to the failure to provide notices as required; or
- (b) Fails to maintain the residential real property in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code sections 17920.3 and 17920.10; or
- (c) Fails to make repairs ordered by the City or court of competent jurisdiction.

Sec. 30-573. – Notice Requirements.

(a) An owner of any residential real property subject to this provision shall, on or before the date of commencement of a tenancy, give the tenant a written notice in a form prescribed by the City which must include the following information:

- (1) The existence and scope of this Division 4 of Article VIII of Chapter 30 of the Pomona Municipal Code; and
 - (2) The tenant's right to respond to any Fair Return Petition filed with the City by the owner pursuant to section 30-570.
- (b) As part of any notice to increase rent, an owner must include:
- (1) Notice of the existence of this Division 4 of Article VIII of Chapter 30 of the Pomona Municipal Code; and
 - (2) The tenant's right to respond to any Fair Return Petition filed with the City by the owner pursuant to section 30-570, unless such rent increase is pursuant to an approved Fair Return Petition.
 - (3) No rent increase shall take effect until the requirements of this Division have been met.

(c) The owner must give notices to the tenant in the language that the owner and tenant used to negotiate the terms of the tenancy (e.g., English, Spanish, Chinese, Tagalog, Vietnamese, and Korean) as well as English.

Sec. 30-574. – Evictions.

(a) Application. This Section 5 shall apply to any Notice of Termination of Tenancy, regardless of the date it is delivered to a Tenant of a Rental Unit, if the Tenant has not vacated the Rental Unit as of the effective date of this Division.

(b) Cause Required to Terminate Tenancy. No Landlord may terminate a residential tenancy of a Tenant occupying a Rental Unit unless the Landlord can demonstrate all of the following:

ATTACHMENT NO. 2

- (1) The Landlord served a Notice of Termination on the Tenant in accordance with California Code of Civil Procedure Section 1162; and
- (2) The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Rental Unit beyond the term of the terminated tenancy in compliance with California Civil Code Sections 1945, 1946, and 1946.1; and
- (3) The termination qualifies as a For Cause or No Fault termination; and
- (4) The Landlord has submitted to the Pomona City Housing Authority, 505 South Garey Avenue, Pomona, CA 91766 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. Evidence of proof of service may include receipt of delivery of the notice by the Tenant or a sworn statement by the Landlord under penalty of perjury under the laws of the State of California that confirms service of the Notice of Termination on the Tenant in accordance with California Code of Civil Procedure Section 1162. Landlord shall submit proof of service to the City as evidence that Landlord has complied with this section 30-574(B)(4). If the Notice of Termination was served on Tenant prior to the effective date of this Interim Ordinance, Landlord shall submit to the Housing Authority the documentation required by this section 30-574(B)(4) within five (5) days of the effective date of this Interim Ordinance.

A Tenant may challenge the validity of a Landlord's legal action to terminate a tenancy, including a suit for unlawful detainer, based on a Landlord's failure to comply with any or all of the requirements included in section 30-574(B)(4), including the Landlord's failure to provide the Housing Authority with a true and accurate copy of the Notice of Termination with proof of service. The Housing Authority will accept copies of all Notices of Termination received in accordance with this section 30-574 and, upon written request of a Tenant who verifies residency in the Rental Unit that is the subject of the Notice of Termination, and/or upon the written request of the Landlord who submitted the Notice of Termination, the Housing Authority will endeavor to provide confirmation to the requesting party that such Notice of Termination was received. Notwithstanding the foregoing, the City assumes no responsibility for errors or omissions in its response, and the City's response or lack thereof shall in no way create a City duty, impose an obligation on the City with respect to the requirements of this section 30-574, or otherwise lead to legal or equitable liability on behalf of the City.

(c) For Cause Termination. If a landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as a for cause termination:

ATTACHMENT NO. 2

- (1) Tenant failed to pay Rent within three (3) days of receiving written notice from the Landlord demanding payment as provided in California Code of Civil Procedure Section 1161(2);
- (2) Tenant violated a Material Rental Agreement Term as provided in California Code of Civil Procedure Section 1161(3) and did not cure such violation within ten (10) days after receiving written notice from the Landlord of such violation;
- (3) Tenant has continued to refuse, after Landlord has provided a written request, reasonable access to the Rental Unit by the Landlord in accordance with California Civil Code Section 1954;
- (4) Tenant, or Tenant's guest or invitee, is creating or maintaining a nuisance in, or is causing damage to, the Rental Unit, or the appurtenances thereof, or to the common areas of the rental complex, or creating an unreasonable interference with the comfort, safety or enjoyment of any other residents of the rental complex within one thousand (1,000) feet outside the boundary line of the rental complex. The term "nuisance" as used herein includes, but is not limited to:
 - a. Maintaining a dangerous and unsanitary condition and that condition has not been promptly abated or repaired after written notice to the Tenant from the Landlord and the passage of a reasonable cure period.
 - b. Any gang-related crime, any documented activity commonly associated with illegal drug dealing, including complaints of noise, steady traffic day and night to a particular unit, barricaded units, sighting of weapons, drug loitering as defined in California Health and Safety Code Section 11532, or other drug related circumstances brought to the attention of the Landlord by other tenants, persons within the community, law enforcement agencies or prosecutorial agencies. For purposes of this section 30-574, gang-related crime is any crime in which the perpetrator is a known member of a gang, or any crime motivated by gang membership in which the victim or intended victim of the crime is a known member of a gang.
- (5) Tenant, or Tenant's guest or invitee, is using the Rental Unit, the common areas of the Rental Unit or rental complex containing the Rental Unit, or an area within one thousand (1,000) feet outside the boundary line of the rental complex, to be used for any illegal purpose. The term "illegal purpose" as used herein, includes, but is not limited to:
 - a. A violation of the provisions of Divisions 10 through 10.7 of the California Health and Safety Code.

ATTACHMENT NO. 2

- b. A crime committed by a Tenant of a 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 Rental Unit as the person committing the crime.
- c. A 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 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 injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is so unequivocal, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, but not including a threat that is committed against a person who is residing in the same Rental Unit as the person making the threat.

The act or acts constituting domestic violence or sexual assault or stalking against the Tenant or a member of Tenant's household cannot form the substantial basis of a For Cause reason to terminate the tenancy of the victim of such acts. A member of a Tenant household may raise such facts as an affirmative defense to an action terminating the tenancy.

(d) No Fault Termination. If a Landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as a No Fault termination:

- (1) Landlord seeks in good faith to recover possession in order to:
 - a. Demolish the Rental Unit.
 - b. Remove the Rental Unit permanently from rental housing use pursuant to State law.
 - c. Perform work on the building or buildings housing the Rental Unit(s); and:
 - 1. Such work costs not less than the product of eight (8) times the amount of the monthly Rent times the number of Rental Units upon which such work is performed. For purposes of this section, the monthly Rent shall be the average of the preceding twelve (12) month period; and

ATTACHMENT NO. 2

2. The work necessitates the eviction of Tenant because such work will render the Rental Unit uninhabitable for a period of not less than thirty (30) calendar days, except that if Landlord seeks to recover possession for the purposes of converting the Rental Unit into a condominium, cooperative or community apartment, Landlord must comply with the notice requirements of Government Code Section 66427.1.
- (2) Subject to section 30-574(2)(d), Landlord seeks in good faith to recover possession of the Rental Unit for use and occupancy by:
- a. A resident manager, provided that no alternative vacant unit is available for occupancy by a resident manager; except that where a building has an existing resident manager, the owner may only evict the existing resident manager in order to replace him or her with a new manager.
 - b. Landlord or Landlord's spouse registered domestic partner, children, grandchildren, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law, as a primary place of residence. The Rental Unit must be occupied as the primary residence within three (3) months of the Tenant household vacating the Rental Unit, and the Rental Unit must continue to be occupied as the primary residence for at least 12 months. However, Landlord may use this section 30-574(d) to qualify as a No Fault termination only once for a particular person in each rental complex of the Landlord.
 - c. A Tenant that requires an occupancy agreement and intake, case management or counseling as part of the tenancy.
 - d. A Landlord may not recover possession of a Rental Unit pursuant to the provisions of either section 30-574(2)a or section 30-574(2)b if:
 1. any Tenant in the Rental Unit has continuously resided in the Rental Unit for at least ten years, and is either: (a) 62 years of age or older; or (b) disabled as defined in Title 42 United States Code Section 423 or handicapped as defined in Section 50072 of the California Health and Safety Code; or
 2. any Tenant in the Rental Unit is terminally ill as certified by a treating physician licensed to practice in the State of California.
 - e. A Landlord may recover possession of a Rental Unit pursuant to the provisions of either section 30-574(2)a or section 30-574(2)b only from a Tenant who is the most recent Tenant, if not protected from

termination of tenancy pursuant to the provisions of section 30-574(d)(2)d., to occupy a Rental Unit in the building with the same number of bedrooms needed by the Landlord, the Landlord's eligible relative or the resident manager, except that a Landlord may recover possession from a different tenant if a different unit is required because of medical necessity, as certified by a treating physician licensed to practice in the State of California.

- (3) Landlord seeks in good faith to recover possession of the Rental Unit in order to comply with a government agency's order to vacate, or any other order that necessitates the vacating of the building, housing or unit as a result of a violation of the CCMC or any other provision of law.
- (4) Landlord seeks in good faith to recover possession of the Rental Unit in order to comply with a contractual agreement relating to the qualifications of tenancy with a governmental entity, where Tenant is no longer qualified.

Sec. 30-575. – Relocation Assistance

(a) If a termination of tenancy of a Rental Unit is based on the No Fault termination grounds set forth in section 30-574 of this Division, then the Landlord shall pay a relocation fee in the amount of two (2) times Tenant's current Rent in effect, plus one thousand dollars (\$1,000.00).

(b) The relocation fee shall be paid to the Tenant or Tenants as follows:

- (1) The entire relocation fee shall be paid to a Tenant who is the only Tenant in a Rental Unit; or
- (2) If a Rental Unit is occupied by two (2) or more Tenants, then each Tenant of the Rental Unit shall be paid a pro-rata share of the relocation fee.
- (3) Landlord may deduct from the relocation fee payable any and all past due rent owed by Tenant during the twelve (12) months prior to termination of tenancy and may deduct from the relocation fee any amounts paid by the Landlord for any extraordinary wear and tear or damage cause by the Tenant, cleaning, or other purposes served by a security deposit as defined by the rental agreement, to the extent the security deposit is insufficient to provide the amounts due for such costs.
- (4) After taking into account any adjustments in the amount of the relocation assistance provided herein, as set forth in section 30-574(b)(3), the Landlord shall pay one-half (1/2) of the relocation assistance no later than five (5) business days following service of the notice to a Tenant of the termination and one-half (1/2) of the relocation assistance no later than five (5) business days after the Tenant has vacated the rental unit.

(c) This section 30-574 shall not apply in any of the following circumstances:

ATTACHMENT NO. 2

- (1) Tenant received written notice, prior to entering into a written or oral tenancy agreement, that an application to subdivide the property for condominium, stock cooperative or community apartment purposes was on file with the City or had already been approved, whichever the case may be, and that the existing building would be demolished or relocated in connection with the proposed new subdivision, and the termination of tenancy is based on the grounds set forth in section 30-573(a) of this Division.
- (2) The Tenant received written notice, prior to entering into a written or oral tenancy agreement, that an application to convert the building to a condominium, stock cooperative or community apartment project was on file with the City or had already been approved, whichever the case may be, and the termination of tenancy is based on the grounds set forth in section 30-573(a) of this Division.
- (3) The Landlord seeks in good faith to recover possession of the Rental Unit for use and occupancy by a resident manager, provided that the resident manager is replacing the existing resident manager in the same unit. For the purposes of this exception, a resident manager shall not include the Landlord, or the Landlord's spouse, children or parents.
- (4) 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 the building housing the Rental Unit due to hazardous conditions caused by a natural disaster or act of God.
- (5) The Tenant receives, as part of the eviction, relocation assistance from another government agency, and such amount is equal to or greater than the amount provided for by this section 30-574.

(D) Notwithstanding the date of the notice of termination of tenancy, this section 30-574 shall apply in any case where Tenant has received a notice of termination of tenancy based on the No Fault termination grounds set forth in section , but has not yet vacated the Rental unit as of the effective date of this Division.

(E) The requirements set forth in this section 30-574 are applicable to all Rental Units, regardless of whether the Rental Unit was created or established in violation of any provision of law.

(F) Nothing in this section 30-574 relieves a Landlord from the obligation to provide relocation assistance pursuant to any other provision of local, state or federal law. If a Tenant is entitled to monetary relocation benefits pursuant to any other provision, of local, state or federal law, then such monetary benefits shall operate as a credit against monetary benefits required to be paid to the Tenant under this section 30-574.

(G) Where applicable, written notice of a Tenant’s entitlement to relocation assistance shall be provided by the Landlord at the same time the Landlord provides notice of termination of tenancy of a Rental Unit. Such notice shall be substantially consistent with the following: “Pursuant to the requirements of section 30-574 of the City’s Interim Rent Control Measures, a landlord must provide qualifying tenants this notice of the tenant’s eligibility for relocation assistance at the same time the landlord provides a notice of termination of tenancy. Qualifying tenants are entitled to a relocation fee in the amount of two (2) times Tenant’s current Rent in effect, plus one thousand dollars (\$1,000.00).”

Sec. 30-576. – Waiver Prohibited.

Any waiver of rights under this Subchapter shall be void as contrary to public policy.

Sec. 30-577. – Violations.

It shall be unlawful for any person to violate or fail to comply with any provision of the ordinance. The violation of any provision of this ordinance shall first be punished through the use of an administrative citation, as provided in Pomona Municipal Code section 2-1181, et seq., prior to prosecution as a misdemeanor, as provided in Pomona Municipal Code section 2-1190.”

SECTION 3. CEQA

This ordinance is not subject to the California Environmental Quality Act (“CEQA”) pursuant to Section 15060(c)(2) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment, and Section 15060(c)(3) because the activity is not a project as defined in Section 15378 of the CEQA Guidelines because it has no potential for resulting in physical change to the environment, directly or indirectly.

SECTION 4. Severability.

This ordinance is adopted under the authority of City Council of the City of Pomona and State law. If any section, subsection, clause or phrase is declared invalid or otherwise void by a court of competent jurisdiction, it shall not affect any remaining provision hereof. In this regard City Council finds and declares that it would have adopted this measure notwithstanding any partial invalidity hereof.

SECTION 5. Certification of City Clerk.

This Urgency Ordinance is adopted by a four-fifths majority vote of the City Council. The City Clerk shall certify to the adoption of this ordinance and, within 15 days after its adoption, shall cause it to be published in accord with California Law. The city clerk shall cause this ordinance to be published in a newspaper of general circulation published and circulated in the city within 15 days after its passage.

SECTION 6. Effective Date.

This ordinance shall take effect immediately upon its passage.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2022.

Tim Sandoval
Mayor

ATTEST:

Rosalia A. Butler, MMC
City Clerk

APPROVED AS TO FORM:

Sonia R. Carvalho
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)ss.
CITY OF POMONA)

I, ROSALIA A. BUTLER, CITY CLERK of the City of Pomona do hereby certify that the foregoing Ordinance was introduced for first reading at a regular meeting of the City Council of the City of Pomona held on _____, 2022, and was adopted at a second reading at a regular meeting of the City Council of the City of Pomona held on _____, 2022, by the following vote:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

Rosalia A. Butler, MMC
City Clerk