



# JUST CAUSE FOR TERMINATION OF TENANCIES ORDINANCE

**Long Beach Municipal Code Chapter 8.99**

LBMC 8.99 Know-Your-Rights Guide for Long Beach Tenants and Landlords  
[www.longbeach.gov/lbtenants](http://www.longbeach.gov/lbtenants)



# JUST CAUSE GUIDE

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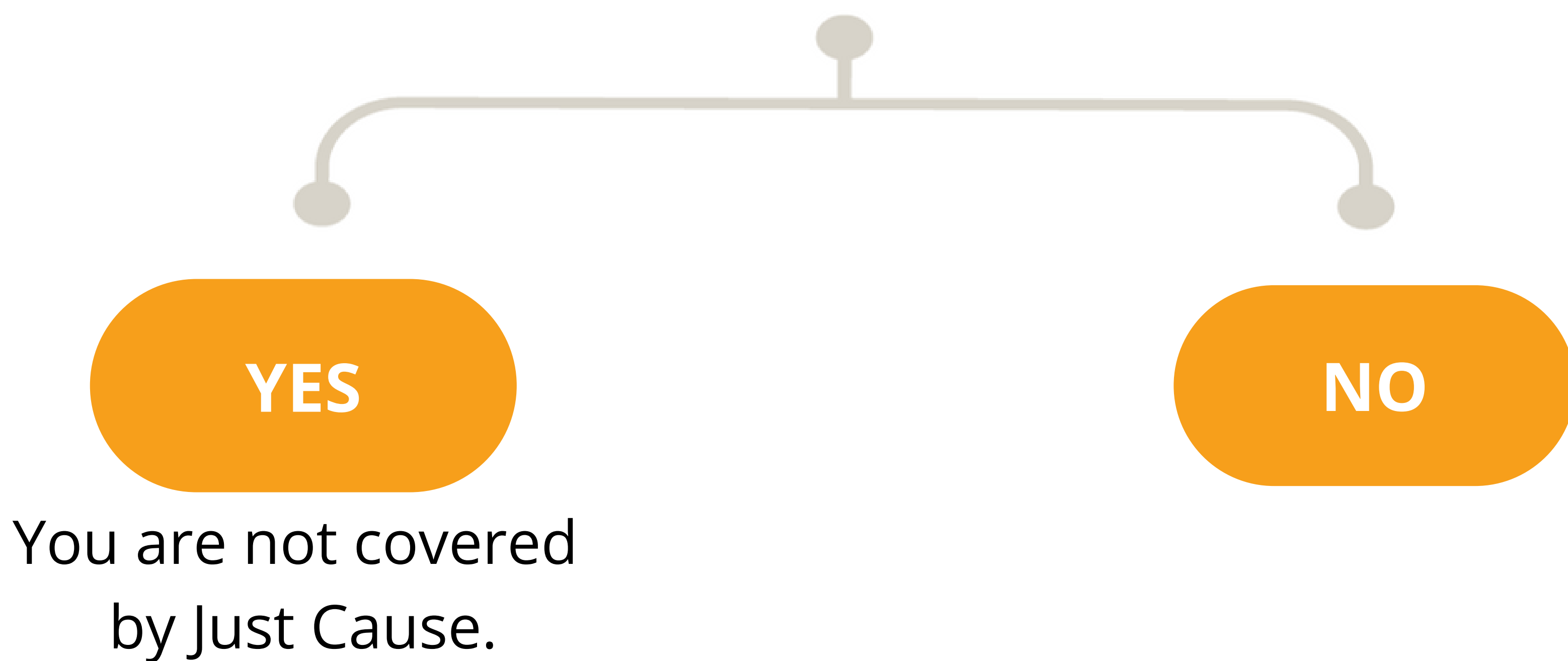


# AM I COVERED?

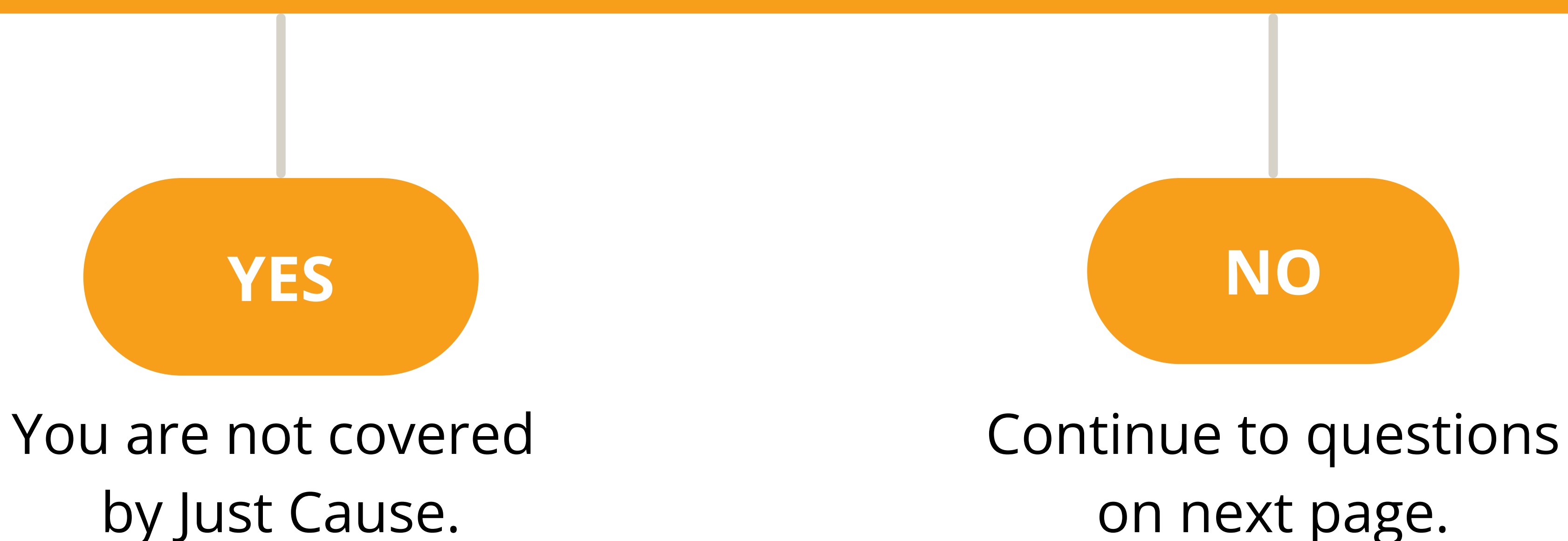
Answer these questions to find out if you are protected by the City of Long Beach's Just Cause for Termination of Tenancies Ordinance.

## DO I LIVE IN ANY OF THESE KINDS OF HOUSING?

1. Hotels or hostels or other short-term stay housing;
2. Non-profit hospital, religious facility, extended care facility, licensed elderly care facility, or adult residential facilities provided by State social services;
3. Student dormitories;
4. Single Family Home or Duplex where the landlord lives on the property. (This includes Accessory Dwelling Units and in-law units); OR
5. Affordable housing, subsidized housing, HUD housing, or deed-restricted housing.



## WAS MY UNIT BUILT WITHIN THE LAST 15 YEARS?



AM I COVERED? (CONTINUED)



DO I LIVE IN A SINGLE-FAMILY HOME?

YES

NO

Is your home owned by a corporation, a real estate investment trust (REIT), or a limited liability corporation (LLC)?

NO

You are not covered by Just Cause.

YES

HAVE ALL TENANTS IN MY UNIT LIVED THERE FOR 12 MONTHS OR MORE?

YES

You are covered by BOTH the Statewide rent cap of 5% + CPI and Just Cause Eviction Protections.

NO

Has one of the tenants lived there for at least 24 months?

YES

NO

You are not covered by Just Cause.



You are not covered by Just Cause Eviction Protections until at least one tenant resides in the unit for 24 months.



# JUST CAUSE FOR EVICTION

## THERE ARE TWO TYPES OF EVICTIONS ALLOWED UNDER LBMC 8.99

1. Not paying rent.
2. Violating the lease.
3. Committing a nuisance.
4. Committing waste (damaging the property).
5. Refusing to sign a similar lease extension after the current lease ends.
6. Engaging in criminal activity on or off the property that affects the landlord or their agent.
7. Subletting or assigning the property against the lease terms.
8. Refusing to allow the landlord to legally enter the property.
9. Using the property for unlawful purposes.
10. Failing to vacate after the tenant is terminated as an employee, licensee, or agent of the landlord
11. Not vacating after giving notice to leave or after an accepted offer to surrender the property.

### AT FAULT

### NO FAULT

1. The landlord or their family wish to move in. This includes spouse or domestic partner, child, grandchild, parent, and grandparent.
2. The landlord withdraws the rental from the market as per the Ellis Act.
3. An order is issued by a court or government agency that requires a tenant to vacate.
4. The landlord wishes to demolish or substantially remodel the unit. This does not include minor or cosmetic repairs.



If a landlord wishes to evict a tenant for an at fault just cause, they must first provide the tenant the opportunity to fix the violation, when possible.



No fault evictions require a relocation assistance payment from the landlord.

# RELOCATION ASSISTANCE

1

If a landlord evicts a tenant for a no-fault just cause, the landlord is required to pay a relocation assistance fee.

2

For all no-fault just causes aside from Substantial Remodel, the relocation assistance amount is equivalent to one month's rent. For Substantial Remodel or Demolition, the relocation assistance amount is equivalent to two months' rent or \$4,500, whichever is higher.

3

The landlord must pay relocation assistance within 15 calendar days of the eviction notice being served.

4

The landlord can waive the final month(s) of rent instead of making a direct payment. They must notify the tenant of this waiver prior to the final months' rent becoming due.

5

If a tenant receives a relocation payment but does not vacate, the landlord can recover the payment in court.



Remember to make sure that your unit is covered by the Just Cause Ordinance.



Refer to Chapter 8.99 of the Long Beach Municipal Code for the most up-to-date provisions.



# RENT INCREASES

Rent increases for residential properties are governed by California's Tenant Protections Act of 2019, also known as Assembly Bill 1482 (AB 1482).

1

Rent can not be increased more than 5% + the local CPI (Consumer Price Index) OR 10% – whichever is lower.

2

Rent can only be increased 2 times within any given 12 month period. If rent is raised twice within a year, the rate of the second increase will be calculated based on the original base rent from the start of that year, not the recently increased rate.

3

A master tenant cannot sublease the premises to a subtenant at higher rate than the allowable rent amount charged by the property owner.

4

Landlords must provide proper written notice to tenants in order to legally raise the rent. The notice period and specific requirements depend on the amount of the increase and the terms of the lease but must comply with California's legal standards.

5

There is no vacancy control. This means that when a covered tenant vacates or leaves their home, the landlord can change the rent to market value for the new tenant.

# RESOURCES

Please note that the information provided in this guide is intended to be general in nature and does not constitute legal advice. It is always recommended to consult with a licensed attorney or qualified legal professional to address any legal questions or concerns you may have regarding your rights and obligations as a tenant or landlord. See Chapter 8.99 of the Long Beach Municipal Code for the most up-to-date policy.



## [Stay Housed LA](#)

The City partners with Stay Housed LA, which provides tenant education workshops and legal clinics. Stay Housed LA also provides free legal services to eligible tenants facing eviction, ensuring tenants understand the eviction process and are fairly represented in court. They can be reached at 800.694.0040. You can also apply for legal help [online](#).



## [Legal Aid Foundation of Los Angeles](#)

Legal Aid Foundation of Los Angeles is a nonprofit law firm that protects and advances the rights of the most underserved. They offer legal aid as well as self-help resources on a variety of issues. They can be reached at 800.399.4529. You can also submit an application [online](#).



## [Fair Housing Foundation](#)

The City partners with The Fair Housing Foundation, which provides counseling related to housing discrimination claims, tenant rights, habitability issues and evictions among other tenancy-related problems and offers referrals to other agencies. An FHF representative can help navigate issues one-on-one. They can be reached at 562.989.1206. You can also submit a contact form [online](#).