

ORDINANCE NO. 22-0001

AN ORDINANCE OF THE CITY OF MANHATTAN BEACH AMENDING URGENCY ORDINANCE NO. 20-0012-U, AS SUBSEQUENTLY AMENDED, TO RESCIND CERTAIN REGULATIONS PERTAINING TO RESIDENTIAL TENANTS AND RESTATE THE ORDINANCE'S EXISTING PROTECTIONS OF COMMERCIAL TENANTS

RECITALS

- A. On March 17, 2020, the City Council adopted Urgency Ordinance No. 20-0012-U to provide temporary regulations pertaining to commercial and residential evictions for the duration of the COVID-19 pandemic emergency.
- B. Subsequently, the City Council adopted Urgency Ordinance Nos. 20-0016-U and 20-0018-U to amend Urgency Ordinance No. 20-0012-U pertaining to commercial tenants. Hereinafter, Urgency Ordinance No. 20-0012-U, as amended, is referred to as the "2020 Eviction Ordinance."
- C. On November 16, 2021, the City Council directed staff to prepare an ordinance further amending the 2020 Eviction Ordinance to rescind certain regulations pertaining to residential tenants.
- D. For ease of reference, this Ordinance restates, without any substantive change, the 2020 Eviction Ordinance's existing protections of commercial tenants.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MANHATTAN BEACH DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 2 of the 2020 Eviction Ordinance is hereby amended to rescind certain regulations pertaining to residential tenants and to restate – without any substantive changes – the Ordinance's protections of commercial tenants as follows:

"SECTION 2. Eviction Regulations. The following temporary regulations apply to residential and commercial tenants impacted by the COVID-19 pandemic:

A. Residential Tenants.

- 1. No landlord shall endeavor to evict a residential tenant for nonpayment of rent that became due during the period from March 17, 2020 to February 17, 2022, if (1) the tenant complied with all provisions of this Ordinance and the 2020 Eviction Ordinance that applied to the tenant during the period between March 17, 2020 and February 17, 2022, and (2) the tenant is complying with the tenant's rent repayment obligations under sub-section 2 of this Section.

2. Nothing in this Ordinance shall relieve the residential tenant of liability for the unpaid rent that became due during the period between March 17, 2020 and February 17, 2022, which the tenant must pay on or before September 1, 2022. A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this Ordinance through the eviction process.

B. Commercial Tenants.

1. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a commercial tenant in either of the following situations: (1) for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to financial impacts related to COVID-19 or (2) for a no-fault eviction unless immediately necessary for the health and safety because of the existence of a hazardous condition affecting other tenants, neighbors, or the landlord. For the purposes of this section, a hazardous condition shall not include the presence of individuals who have been infected by or exposed to COVID-19. A landlord who knows that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent. A landlord knows of a tenant's inability to pay rent within the meaning of this Ordinance if the tenant, within seven days after the date that rent is due, notifies the landlord in writing of lost income and inability to pay full rent due to financial impacts related to COVID-19, and provides documentation to support the claim. For purposes of this Ordinance, "in writing" includes email or text communications to a landlord or the landlord's representative with whom the tenant has previously corresponded by email or text. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the tenant's claim.
2. Nothing in this Ordinance shall relieve the commercial tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency and the tenant must pay within six months of the expiration of the local emergency. A landlord may not charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; nor may a landlord seek rent that is delayed for the reasons stated in this Ordinance through the eviction process.

- C. For purposes of this Ordinance, a company is an “affiliate” of another specified company if it directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the other specified company.
- D. For purposes of this Ordinance, “commercial real property” refers to any parcel of real property that is developed and used either in part or in whole for commercial purposes.
- E. For purposes of this Ordinance, “commercial tenant” refers to any tenant of commercial real property, except a tenant that is a company with 5 or more locations, a publicly traded company, or a company that, with its affiliates, employs more than 500 employees.
- F. For purposes of this Ordinance, “financial impacts related to COVID-19” include, but are not limited to, a substantial decrease in a tenant’s household or business income as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses; or (5) child care needs arising from school closures related to COVID-19.
- G. For purposes of this Ordinance, “no-fault eviction” refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to eviction notices served pursuant to Code of Civil Procedure sections 1161(1) or 1161(5).
- H. This Ordinance applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which the local emergency was proclaimed.”

SECTION 2. Duration. This Ordinance shall remain in effect for the duration of the local emergency.

SECTION 3. Uncodified. This Ordinance shall not be codified.

SECTION 4. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

SECTION 5. Effective Date. This Ordinance shall take effect 30 days after its adoption.

SECTION 6. Certification. The City Clerk shall certify to the adoption of this Ordinance, and the City Clerk shall cause this Ordinance or a summary thereof to be published as required by law.

ADOPTED on January 18, 2022.

AYES:

NOES:

ABSENT:

ABSTAIN:

HILDY STERN
Mayor

ATTEST:

LIZA TAMURA
City Clerk

APPROVED AS TO FORM:

QUINN M. BARROW
City Attorney