

- Maywood Municipal code
- **8.17.030 - Good cause required for eviction.**

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Notwithstanding California Civil Code Section 1946, a landlord may bring an action to recover possession of a rental unit as defined herein only upon one of the following grounds:

A.

Non-Payment of Rent. The tenant has failed to pay the rent to which the landlord is entitled and the landlord is not in violation of California Civil Code 1942.4.

B.

Violation of Rental Agreement. The tenant has violated a covenant of the tenancy of a written contract provided in the primary language of the tenant, and has failed to cure such violation after having received written notice thereof from the landlord, other than a violation based on:

1.

The obligation to limit occupancy when the additional tenant who joins the occupants is a dependent child who joins the existing tenancy of a tenant of record, is an immediate family member as defined above, or is the sole additional adult tenant not considered an immediate family member. The landlord, has the right to approve or disapprove the prospective additional tenant, who is not a minor dependent child, provided that the approval is not reasonably withheld.

2.

A landlord shall not endeavor to recover possession of a rental unit as a result of subletting of the rental unit by the tenant if the landlord has unreasonably withheld the right to sublet following a written request by the tenant, so long as the tenant continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of the department tenant(s). If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.

C.

Nuisance, waste and disorderly conduct. The tenant is permitting to exist a nuisance in, or is causing waste to the rental unit, or the appurtenances thereof, or to the common areas of the rental complex, creating an unreasonable or substantial or permanent interference with the comfort, safety or enjoyment of any other residents of the same or adjacent buildings.

D.

Illegal Purpose. The tenant is using, or permitting a rental unit, the common areas of the rental unit or rental complex containing the rental unit for an illegal purpose as defined above.

E.

Non-renewal. The tenant, who had a written lease or rental agreement which terminated on or after the effective date of this Chapter, has refused, after a written request or demand by the landlord to execute a written extension or renewal thereof for a further term of like duration under the same terms. However, if there were significant changes resulting from a written waiver of some term of the written lease or rental agreement, the tenant can only be required to sign a renewal agreement only if those changes are incorporated into the lease or rental agreement. The terms of a lease shall not be unilaterally changed by the landlord during the term of that lease.

F.

Denial of Access to Unit. The tenant has refused the landlord reasonable access to the unit for the purposes of making repairs or improvements, or for any reasonable purpose including health and safety inspections as permitted or required by the lease or by law, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee. Unless emergency circumstances warrant, the landlord shall provide tenant the greater of a written notice of twenty-four (24) hours in advance of the date of access or any lawful notice as required under the law.

G.

Subtenant. A person in possession of the rental unit at the end of a lease term is a sub-tenant not approved by the landlord.

H.

Owner Occupancy or Recovery. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by:

1.

The landlord or the landlord's spouse, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, or parents provided the landlord is a natural person and not a corporation or partnership. A landlord may use this ground to recover possession for use and occupancy by the landlord, landlord's spouse, child, parent, in laws or grandparents only once for that person in each rental complex of the landlord. For the purpose of this chapter, a natural person is required to have at least a fifty-one percent (51%) ownership stake.

2.

Notwithstanding Section H (1), the landlord may not recover possession for landlord or relative occupancy if the tenant has lived in the unit five (5) years or longer, and is (1) sixty (60) years older; (2) disabled; or (3) catastrophically ill unless the landlord or landlord's relative is also sixty (60) years or older, disable or catastrophically ill and the landlord has not other unit.

3.

Landlord may only recover possession of a unit once in a thirty-six (36) month period under this section.

4.

Landlord must give tenant notice of all property owned by the intended occupant, the real property address, if any, on which the intended occupant claims a homeowner's tax exemption, and a statement regarding the possibility of the tenant occupying a replacement unit.

5.

Once a unit has been repossessed by the landlord no other unit on the property can be used for landlord or relative occupancy.

6.

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.

I.

Removal from Rental Market or Demolition. The landlord seeks in good faith to recover possession in order to remove the rental unit permanently from rental housing use pursuant to state law or seeks in good faith to demolish the unit altogether. Demolition permits will still be required to be obtained from the City. Any unit removed under this provision must remain out of the rental market for at least five (5) years.

J.

Compliance with Order to Vacate. The 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 rental unit as a result of a violation of this code or the Maywood building and safety code, or any other provision of law.

(Ord. No. 08-11, § 1, 10-28-2008)

- **8.17.035 - Maywood relocation policy.**

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A.

If the termination of tenancy is based on the grounds set forth in subsections H, I, or J of Section 8.17.030, then the landlord shall pay a relocation fee in the amount of the product of two (2) times the amount of the fair market rent as established by the U.S. Department of Housing and Urban Development for a rental unit of similar size of that being vacated in Los Angeles County during the year the unit is vacated, plus one thousand dollars (\$1,000.00).

B.

The fee shall be paid as follows:

1.

The entire 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 unit shall be paid a pro-rata share of the relocation fee.

C.

This section shall not apply in any of the following circumstances:

1.

The 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 subsections H, I, or J of Section 8.17.030.

2.

The tenant received written notice, prior to entering into a written or oral agreement to become a tenant, 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 subsection H, I, or J of Section 8.17.030.

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 Section 8.17.035.

D.

The landlord shall perform the acts described in this subsection within fifteen (15) days of service of a written notice of termination described in California Civil Code Section 1946; provided, however, the landlord may in its sole discretion, elect to pay the monetary relocation benefits to be paid to a tenant pursuant to this subsection to the landlord's attorney or to an escrow account to be disbursed to the tenant upon certification of vacation of the rental unit. The escrow account shall provide for the payment prior to vacation of all or a portion of the monetary relocation benefits for actual relocation expenses incurred or to be incurred by the tenant prior to vacation, including but not limited to security deposits, moving expense deposits and utility connection charges.

E.

The requirement to pay relocation assistance is 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 subsection relieves the 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 subsection.