



City of Culver City

Mike Balkman Council
Chambers
9770 Culver Blvd.
Culver City, CA 90232

Staff Report

File #: 26-173, Version: 1

Item #: A-2.

CC - ACTION ITEM: (1) Discussion of Proposed Clarifying Amendments to Culver City Municipal Code (CCMC) Subchapters 15.09.200 Rent Control, and 15.09.300 Tenant Protections as Recommended by the Council Standing Housing and Homelessness Subcommittee; (2) Introduction of Respective Ordinances Amending CCMC Subchapters 15.09.200 Rent Control and 15.09.300 Tenant Protections; (3) Direction to City Manager on Outreach to Landlords and Tenants Regarding Future Substantive Changes to the Rent Control and Tenant Protections Ordinances; and (4) Other Direction to the City Manager, as Deemed Appropriate.

Meeting Date: November 10, 2025

Contact Person/Dept.: Shannon Louis, Housing and Human Services
Christina Burrows, City Attorney's Office

Phone Number: (310) 253-5787

Fiscal Impact: Yes No **General Fund:** Yes No

Attachments: Yes No

Public Notification: (E-Mail) Meetings and Agendas - City Council (11/06/2025)

Department Approval: Tevis Barnes, HHS Director (10/31/2025)

RECOMMENDATION

Staff recommends the City Council (1) discuss proposed clarifying amendments to Culver City Municipal Code (CCMC) subchapters 15.09.200 Rent Control and 15.09.300 Tenant Protections (collectively, "Ordinances"), as recommended by the Council Standing Housing and Homelessness Subcommittee ("Subcommittee"); (2) introduce respective Ordinances amending CCMC Subchapters 15.09.200 Rent Control and CCMC 15.09.300 Tenant Protections; (3) provide direction to the City Manager on outreach to landlords and tenants to receive feedback on more substantive changes that will be forthcoming to the Ordinances; and (4) provide other direction to the City Manager as deemed necessary.

BACKGROUND

On September 29, 2020, the City Council adopted Ordinance No. 2020-14 and Ordinance No. 2020-15, which amended CCMC Chapter 15.09 to add two new subchapters establishing permanent

residential rent control and tenant protections. The details of these provisions are discussed below.

At its May 24, 2021 meeting, City Council approved an annual registration fee of \$167 per residential rental unit, as well as fees for late payment, failure to register, and change in rental property ownership with the initial rent registration fee due July 31, 2021, and every July thereafter.

Since the inception of the Rent Control and Tenant Protections Program, staff has been analyzing feedback from the public on the implementation and enforcement of the Ordinances. In consideration of feedback received and in alignment with the protections extended to tenants by other jurisdictions, staff has identified various areas of the Ordinances that can benefit from clarifying changes and cleanup legislation.

DISCUSSION

On October 7, 2025, staff presented the proposed changes to the Ordinances to the Subcommittee (Council Members McMorrin and Fish). Based on the Subcommittee's direction, staff has pared down the proposed changes to purely cleanup items that clarify ordinance requirements which are listed below. The revisions below are listed in the order in which they appear in the Ordinances.

Rent Control Ordinance

1. Rename "Rent Control Ordinance" to "Rent Stabilization Ordinance" since the ordinance does not totally control rent increases, but instead seeks to stabilize fluctuations in rents through a specified formula.
2. Replace "Housing Division" with "Housing Services Division" and "Housing and Human Services Department" in all sections to reflect the recently formed department.
3. Add Section 15.09.200.D. to clarify that the City may extend additional protections to tenants beyond the baseline protections extended through State law, as authorized by California Civil Code Section 1946.2.
4. Revise Section 15.09.205 "Definitions" and Section 15.09.215.B to clarify within the "Housing Services" definition that the restrictions contained within the City's Rent Control Ordinance are applicable to housing services, even if they are separately contracted with the tenant.
5. Rename Section 15.09.210 to General Applicability and Exemptions and add 15.09.210.A. to clarify that the subchapter applies to all landlords and tenants unless otherwise exempted within the Code.
6. Add Section 15.09.210.5. to reflect that licensed residential care facilities for elderly are exempt from the subchapter, as specified by State law.
7. Revise Section 15.09.215.A to specify that in addition to the annual permissible rent increase, a landlord can apply for a rent adjustment pursuant to Section 15.09.220.
8. Add Section 15.09.215.B.1. to announce the maximum permissible increase on an annual basis in alignment with other cities and for ease of understanding and planning purposes for the public.
9. Revise Section 15.09.220.B. to specify that landlords must register their rental units prior to filing a rent adjustment application.
10. Relocate procedural requirements for Notices of Decision pertaining to Rent Adjustments from Appeals Section 15.09.240 to Applications for Rent Adjustments Sections 15.09.220.D. and 15.09.220.E.

11. Add Section 15.09.225.C. to specify that landlords must register their rental units prior to filing a capital improvement pass-through application.
12. Relocate procedural requirements for Notices of Decision pertaining to Capital Improvement Pass-throughs from Appeals Section 15.09.240 to Capital Improvement Pass-through Cost Recovery 15.09.220.C.8. and 15.09.220.C.9.
13. Relocate section 15.09.230 Rent Registry to Tenant Protections Ordinance since all rental units require registry and are extended protections through the TPO, while only a limited number of units are covered under the RSO.
14. Relocate procedural requirements for Notices of Decision pertaining to Tenant Petitions for Noncompliance from Appeals Section 15.09.240 to Tenant Petitions for Noncompliance Sections 15.09.235.
15. Revise Section 15.09.240.B. to allow the hearing officer to select the date for the hearing.

Tenant Protections Ordinance

16. Replace "Housing Division" with "Housing Services Division" and "Housing and Human Services Department" in all sections to reflect the recently formed department.
17. Revise 15.09.300 to clarify that the City may extend additional protections to tenants beyond the baseline protections extended through State law, as authorized by California Civil Code Section 1946.2.
18. Revise Section 15.09.205 "Definitions" to clarify within the Housing Services definition that the restrictions contained within the City's Rent Control Ordinance is applicable to housing services, even if they are separately contracted with the tenant and add a definition for Rental Complexes.
19. Revise Section 15.09.205 "Definitions" to add a definition for "Rental Complex" to mean "More than one rental unit owned by the same landlord on a property."
20. Revise Section 15.09.310.2. to clarify that a tenancy must be in place for more than 12 months in order to be extended the evictions protections set forth in 15.09.310. This was the direction from the City Council prior to adoption of the original Tenant Protections Ordinance.
21. Clarify that the notice mentioned in Section 15.09.310.B.4.a. pertains to the tenant's right to be notified of the applicability of the Tenant Protections Ordinance eviction protections after 12 months or more.
22. Revise Section 15.09.310.B.4.b to clarify that the landlord can include the information requirement by this notice in the rental agreement or the notice of termination.
23. Remove 15.09.310.B.4.c, a portion of 15.09.310.B.6, a portion of 15.09.310.A.1, and 15.09.325.D as they applied only to the period before the adoption of the Tenant Protections Ordinance on October 30, 2020.
24. Update 15.09.320.B. to include the title "Landlord Occupancy" and 15.09.320.B.3.b. to specify that a landlord pursuing a landlord occupancy may not recover possession of an occupied unit if there is a vacant unit containing the same number of bedrooms needed by the landlord or eligible relative.
25. Add 15.09.320.4. to clarify that a landlord may not pursue a landlord occupancy eviction unless they are a natural person or trust recovering the unit for a trustee who is natural person.
26. Add 15.09.325.H. to clarify that landlords must present proof of payment for relocation assistance provided to tenants.
27. Clarify in Section 15.09.330.E.4. that Housing will establish the daily per diem amount for relocation assistance.

28. Clarify in Section 15.09.335.A.5, 15.09.335.B.2.c, 15.09.335.B.3, and 15.09.335.C that landlords must inform tenants that there is a specified minimum buyout amount, that the executed agreement cannot be below the minimum buyout amount, and that the landlord must provide the tenant with a copy of the fully executed buyout agreement.
29. Revise Section 15.09.340 (Rent Registry) to delete the provision regarding rent registration certificates that expired August 31, 2021.

FISCAL ANALYSIS

The review and cleanup of the Ordinances does not result in additional expenditures outside of staff time.

ATTACHMENTS

1. Redlined Rent Stabilization Code Sections
2. Redlined Tenant Protections Code Sections
3. Proposed Ordinance Amending Rent Stabilization Ordinance
4. Proposed Ordinance Amending Tenant Protections Ordinance

MOTION(S)

That the City Council:

1. Discuss proposed clarifying amendments to Culver City Municipal Code (CCMC) subchapters 15.09.200 Rent Control and 15.09.300 Tenant Protections, as recommended by the Council Standing Housing and Homelessness Subcommittee; and
2. Introduce respective Ordinances amending CCMC subchapters 15.09.200 Rent Control and 15.09.300 Tenant Protections; and
3. Provide direction to the City Manager on outreach to landlords and tenants to receive feedback on more substantive changes that will be forthcoming to the Ordinances; and
4. Provide additional direction to the City Manager, as deemed appropriate.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

ORDINANCE NO. 2020-014

**AN ORDINANCE OF THE CITY OF CULVER CITY, CALIFORNIA,
AMENDING CHAPTER 15.09, *RENTAL HOUSING*, OF THE
CULVER CITY MUNICIPAL CODE TO ADD A NEW
SUBCHAPTER 15.09.200, et seq., *RENT CONTROL*.**

NOW, THEREFORE, the City Council of the City of Culver City, California, **DOES**
HEREBY ORDAIN as follows:

SECTION 1. FINDINGS. The City Council of the City of Culver City hereby finds, determines and declares that:

A. On August 12, 2019, the City Council adopted an urgency ordinance establishing interim rent control and tenant protection measures for a 12-month period (Ordinance No. 2019-011), based on the findings set forth therein; and, on June 11, 2020, extended Ordinance No. 2019-011, without amendment or modification of its terms, through October 31, 2020. Ordinance No. 2019-011 is hereinafter referred to as the Interim Rent Control Ordinance or IRCO.

B. Since the adoption of the Interim Rent Control Ordinance, rents throughout the Los Angeles County region continue to rise as market pressures, such as increasing real estate costs, lead to a decrease of the affordability and stability of the housing stock.

C. Southern California Association of Governments (SCAG) determines the Regional Housing Needs Assessment (RHNA) growth needs for each city within the SCAG region, in addition to the unincorporated areas. According to the City's 2013-2021 Housing

1 Element ("Housing Element"), based on affordable housing production requirements under
2 RHNA, the City needs 108 additional affordable homes that would house lower-income
3 individuals and families in order to meet current needs. The total housing growth need for the
4 City of Culver City during the 2013-2021 planning period is 185 units, including 108 units of
5 affordable housing distributed by income category as follows:

| Extremely Low | Very-Low | Low | Moderate | Total |
|---------------|----------|-----|----------|------------|
| 24 | 24 | 29 | 31 | 108 |

9 The following is the percentage of the 185-unit total need that must be affordable
10 housing, distributed by income category:

| Extremely Low | Very-Low | Low | Moderate | Total |
|---------------|----------|-------|----------|--------------|
| 13% | 13% | 15.7% | 41.4% | 83.1% |

13 To date, less than 50% of the required number of affordable housing units have
14 been produced.

15 D. According to the Housing Element, approximately 43.7% of Culver City
16 renters are "rent burdened," which is defined by the U.S. Department of Housing and Urban
17 Development (HUD) as a renter-household spending more than 30% of its household income
18 on rent. In addition, based on the BAE Urban Economics Long-Term Rent Control Study (BAE
19 Study), which is being used to inform the discussion on the Culver City permanent rent control
20 and tenant protections programs, data indicates that during the 2012-2016 period, 43% of
21 Culver City renter households were moderately or severely cost-burdened. Furthermore,
22 based on the BAE Study, over 80% of extremely low-income households were excessively
23 cost-burdened.

E. On June 12, 2020, the Los Angeles Homeless Services Authority (LAHSA) released the results of the 2020 Greater Los Angeles Homeless Count, which showed 66,436 people in Los Angeles County experiencing homelessness. This represents a 12.7% rise from last year's point-in-time count. Culver City enumerated 216 unhoused during the 2020 Greater Los Angeles Homeless Count.

F. The effects of the COVID-19 pandemic and the measures taken to slow its spread and protect the public's health and safety have impacted record numbers of workers. California's Employment Development Department (EDD) reports it processed over 7 million claims for unemployment benefits over a 16-week period ending June 27, 2020, compared to about 3.8 million claims processed over the worst full year of the Great Recession (2010). According to the EDD, as of July 2020, California has an unemployment rate of 13.7%, with 2,591,000 jobless. This is above the 12.3% unemployment rate set during the height of the Great Recession (March, October, and November 2010).

G. The Public Policy Institute of California reports that about 12.3 million Californians in families headed by working age adults live in or near poverty, and the largest number of poor and near-poor Californians live in Los Angeles County; and that there is a 24% poverty rate among workers in the accommodation and food service sector, which has been severely impacted by reduced tourism and dining out; and a disproportionate share of essential workers such as laborers, cooks, cashiers, and personal care aides are poor or nearly poor.

H. Based on historical and projected trends, housing shortages in the City and continued escalation in rents will persist well beyond the economy's recovery from the impacts of COVID-19.

I. If renters are forced by unaffordable rental costs to relocate outside of Culver City, impacts would include the economic, personal and environmental cost of longer commutes to jobs in Culver City and increased difficulty for employers in Culver City to retain and attract employees.

J. At its June 11, 2020 meeting, the City Council directed staff to return with an ordinance to establish a permanent rent control program based, in part, on the protections afforded under the IRCO.

SECTION 2. Chapter 15.09, *Rental Housing*, of the Culver City Municipal Code is hereby amended to add a new Subchapter 15.09.200, et seq., *Rent Control*, as follows:

Rent Control

- § 15.09.200 Findings and Purpose
- § 15.09.205 Definitions
- § 15.09.210 Exemptions
- § 15.09.215 Permissible Rent Increases
- § 15.09.220 Applications for Rent Adjustments
- § 15.09.225 Capital Improvement Pass-Through Cost Recovery
- § 15.09.230 Rent Registry
- § 15.09.235 Tenant Petitions for Noncompliance
- § 15.09.240 Appeal and Hearing Procedures
- § 15.09.245 Penalties and Enforcement
- § 15.09.250 Civil Remedies
- § 15.09.255 Waiver Prohibited
- § 15.09.260 Severability
- § 15.09.265 Implementation; Rulemaking; and Subpoena Authority
- § 15.09.270 Conflict of Provisions

§ 15.09.200 FINDINGS AND PURPOSE.

The City Council of the City of Culver City finds:

1 A. Rents throughout the Los Angeles County region continue to rise
2 as market pressures, such as increasing real estate costs, lead to a decrease of
3 the affordability and stability of the housing stock. As a result, it is increasingly
4 difficult for tenants to find adequate, safe, and habitable housing at reasonable
5 rents.

6 B. According to the Culver City Housing Element, approximately
7 43.7% of Culver City renters are "rent burdened," which is defined by the U.S.
8 Department of Housing and Urban Development (HUD) as a renter-household
9 spending more than 30% of its household income on rent. In addition, a study
10 by BAE Urban Economics indicates that during the 2012-2016 period, 43% of
11 Culver City renter households were moderately or severely cost-burdened and
12 over 80% of extremely low-income households were excessively cost-burdened.

13 C. The purposes of this Subchapter are to promote long-term stability
14 and certainty for tenants in the rental market while providing landlords an ability
15 to receive a fair and reasonable return with respect to the operation of their
16 property. This Subchapter regulates rents and requires landlords to register
17 rental property, establishes an administrative hearing process, and provides for
18 procedures and guidelines for the implementation of this Subchapter.

19 § 15.09.205 DEFINITIONS.

20 For the purposes of this Subchapter, the following definitions shall apply
21 unless the context clearly indicates or requires a different meaning.

22 A. **Capital Improvement** shall mean the addition or replacement of
23 improvements to a Rental Unit(s) or common areas of the building housing the
24 Rental Unit(s) as specified in Section 15.09.225 of this Subchapter.

25 B. **Code** shall mean the Culver City Municipal Code.

26 C. **Covered Rental Unit** shall mean any Rental Unit that is not
27 exempt, pursuant to Section 15.09.210 of this Subchapter.

28 D. **CPI** shall mean the Consumer Price Index for All Urban Consumers
29 for All Items (CPI-U) for the Los Angeles-Long Beach-Anaheim metropolitan area
30 (1982-84=100 reference base), or any successor designation of that index that
31 may later be adopted by the United States Bureau of Labor Statistics.

32 E. **Culver City** shall mean the City of Culver City.

33 F. **Director** shall mean the Community Development Director of the
34 City of Culver City, or his or her designee.

1 **G. *Housing Division*** shall mean the Housing Division of the Culver
2 City Community Development Department.

3 **H. *Housing Division Guidelines*** shall mean the guidelines,
4 procedures, and rules promulgated pursuant to the authority set forth in Section
5 15.09.265.

6 **I. *Housing Services*** shall mean all services provided by the
7 Landlord related to the use or occupancy of a Rental Unit, including, but not
8 limited to, insurance, repairs, replacement, maintenance, painting, utilities, heat,
9 water, elevator service, laundry facilities, recreational areas and/or pools,
10 janitorial service, refuse removal, furnishings, parking, storage, and security
11 services.

12 **J. *Interim Rent Control Ordinance*** shall mean the urgency
13 ordinance adopted by the City Council on August 12, 2019 establishing interim
14 rent control and tenant protection measures for a 12-month period (Ordinance
15 No. 2019-011), based on the findings set forth therein; and, on June 11, 2020,
16 extended, without amendment or modification of its terms, through October 31,
17 2020.

18 **K. *Landlord*** shall mean an owner, lessor, or sublessor who receives
19 or is entitled to receive Rent for the use and occupancy of any Rental Unit or
20 portion thereof, and the representative, agent, or successor of such owner,
21 lessor, or sublessor.

22 **L. *Notice of Termination*** shall mean a written notice from a Landlord
23 to a Tenant that is in the form required by State law to terminate a residential
24 Tenancy and that is served in accordance with State law.

25 **M. *Percentage Change in CPI*** shall mean the percentage change in
26 the annual average CPI, which is the average of the latest twelve (12) monthly
27 CPIs published before the effective date of the Rent increase minus the average
28 of the prior twelve (12) monthly CPIs (the "base CPI"), divided by the base CPI
29 and multiplied by 100. The Percentage Change in CPI shall be rounded to the
30 nearest one-quarter of one percent.

31 **N. *Rent or Rents*** shall mean the sum of all periodic payments and all
32 nonmonetary consideration demanded or received by a Landlord from a Tenant
33 for the use or occupancy of a Rental Unit, including Tenant's access to and use
34 of Housing Services. Rent includes, without limitation, the fair market value of
35 goods accepted, labor performed, or services rendered.

O. *Rental Agreement* shall mean a lease, sublease or other oral or written agreement between the Landlord and Tenant establishing the terms and conditions of the Tenancy.

P. *Rental Unit* shall mean any dwelling unit as defined in California Civil Code Section 1940(c), including joint living and work quarters, located within the jurisdictional boundaries of the City of Culver City and used for human habitation in consideration of payment of Rent, whether or not such use is legally permitted, including mobilehomes rented by the owner of the mobilehome and accessory dwelling units.

Q. *Responsible Person* shall mean a person responsible for, or alleged to be responsible for, a violation of this Subchapter.

R. **State** shall mean State of California.

S. ***Tenancy*** shall mean the legal right of a Tenant to the use or occupancy of the Rental Unit.

T. **Tenant** shall mean a person entitled, by a Rental Agreement, or by sufferance, or by this Code or State or federal law, to the use or occupancy of any Rental Unit.

§ 15.09.210 EXEMPTIONS.

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, with the exception of the requirements of Section 15.09.230. The following dwelling units are also specifically exempt from this Subchapter, with the exception of the requirements of Section 15.09.230:

A. 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.

B. Any dwelling unit that is alienable separate from the title to any other dwelling unit, including single family residences, condominiums and townhomes, but excluding (i) mobilehomes offered for rent by the owner of the mobilehome; and (ii) a Rental Unit that is wholly contained within such separately alienable dwelling unit. To the extent State law permits, this exemption shall be limited to dwelling units owned by a Landlord who has no direct or indirect

1 economic interest in more than two (2) Rental Units located within or outside of
2 Culver City, and who also is not (i) a real estate investment trust, as defined in
3 Section 856 of the Internal Revenue Code; (ii) a corporation; (iii) a limited liability
4 company in which at least one member is, or is controlled by, a corporation; or
5 (iv) a partnership in which at least one partner is, or is controlled by, a
6 corporation.

7 **C.** Any dwelling unit that is a subdivided interest in a subdivision, as
8 specified in California Business and Professions Code Section 11004.5 (b), (d)
9 and (f).

10 **D.** Any dwelling unit for which the Landlord receives federal, state, or
11 local housing subsidies, including, but not limited to, federal housing assistance
12 vouchers issued under Section 8 of the United States Housing Act of 1937 line 9
13 (42 U.S.C. Sec. 1437f).

14 **§ 15.09.215 PERMISSIBLE RENT INCREASES.**

15 **A. *Applicability.*** As of October 30, 2020, no Landlord may request,
16 receive, or retain Rent for a Covered Rental Unit from an existing Tenant whose
17 tenancy began on or before October 30, 2020, in an amount that exceeds the
18 monthly Rent that was in effect on October 30, 2020, plus any Rent increase
19 authorized by this Section 15.09.215. No Landlord may request, receive, or
20 retain Rent for a Covered Rental Unit from a Tenant whose tenancy began after
21 October 30, 2020, which amount exceeds the initial monthly Rent charged for the
22 Covered Rental Unit, plus any increase authorized by this Section 15.09.215.
23 Rent increases that were instituted in compliance with the Interim Rent Control
24 Ordinance and that took effect before October 30, 2020 shall not be invalidated
25 by this Section 15.09.215.

26 **B. *Annual Permissible Rent Increases.*** On or after October 30,
27 2020, Rent for a Covered Rental Unit may be increased annually, without
28 application to the City, in an amount not to exceed the Percentage Change in
CPI, subject to the following provisions:

1. In no event shall the Rent for a Covered Rental Unit be increased more than five percent (5%) every twelve (12) months.
2. If the Percentage Change in CPI is less than two percent (2%), Rent for a Covered Rental Unit may be increased by up to two percent (2%).

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

3. Not more than one Rent increase for a Covered Rental Unit may be imposed in any twelve-month (12-month) period, except as described in Section 15.09.215.B.4.
4. A Landlord may impose a Rent increase under this Section 15.09.215 that takes effect sooner than twelve (12) months following the date of the latest permitted Rent increase under the Interim Rent Control Ordinance but such transitional increase, in combination with the prior increase, may not result in total Rent increase that exceeds the maximum amount permitted under this Section 15.09.215.B. Subsequent Rent increases may only take effect every 12 months thereafter.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

C. Overpayments. In the event that a Tenant household has paid Rent in excess of the maximum permissible increase authorized by this Section 15.09.215, 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.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

D. Rent Increases Following Vacancies.

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1. A Landlord may set an initial Rent for a Covered Rental Unit without restriction at the commencement of a new Tenancy where no member of Tenant's household is an occupant of the Covered Rental Unit only in the following circumstances:
 - a. The Covered Rental Unit was voluntarily vacated by the Tenant's household. For purposes of this Section 15.09.215.D, a Tenant will not be considered to have voluntarily vacated if:
 - i. the Landlord served a Notice of Termination; or
 - ii. the Tenant has opted to voluntarily vacate pursuant to Section 15.09.330.F of this Code.
 - b. The Covered Rental Unit was vacated as a result of Landlord's termination of Tenancy pursuant to Section 15.09.315 of this Code.
 - c. The Covered Rental Unit was vacated as a result of Landlord's termination of Tenancy pursuant to Section 15.09.320 of this Code; provided, if the Landlord recovered

1 possession of the Covered Rental Unit for use by the
2 Landlord or Landlord's relative in accordance with Section
3 15.09.320.B of this Code, the Landlord or Landlord's relative
4 must have continuously resided in the Covered Rental Unit
5 for three (3) years before vacating for this Section
6 15.09.215.D to apply.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

2. This Section 15.09.215.D shall not apply where:
 - a. the vacancy was the result of conduct of the Landlord or the Landlord's agent, which constituted harassment prohibited by Section 15.09.340 of this Code or other applicable law, constructive eviction, or a breach of the covenant of quiet enjoyment of the property; or
 - b. the vacancy was the result of an eviction of a Tenant within the first twelve (12) months of Tenant's occupancy of the Rental Unit, as set forth in Section 15.09.310.A.2 of this Code.
3. After the Landlord sets an initial Rent for such Covered Rental Unit in accordance with this Section 15.09.215.D, the Landlord may only increase the Rent in the amount authorized by Section 15.09.215.B.

15 **E. *Housing Service Adjustments.*** A decrease in Housing Services
16 is considered an increase in Rent. A Tenant may petition for an adjustment in
17 Rent based on a decrease in Housing Services under the process set forth in
18 Section 15.09.235.

19 **§ 15.09.220 APPLICATIONS FOR RENT ADJUSTMENTS.**

20 **A.** If a Landlord desires to increase the Rent for a Covered Rental Unit
21 in an amount greater than allowed in Section 15.09.215.B., and the Landlord
22 contends that the limitations on Rent increases in Section 15.09.215.B. will
23 prevent the Landlord from receiving a fair and reasonable return with respect to
24 the operation of the property containing the Covered Rental Unit, the Landlord
25 may file a Rent Adjustment Application with the Housing Division to request an
26 increase in Rent beyond the amount permitted under Section 15.09.215.B.

27 **B.** The Landlord shall mail a copy of the Rent Adjustment Application
28 by first class mail, postage prepaid, to all Tenants whose Rents are the subject of
the application within five (5) calendar days after the date the application is filed
with the Housing Division. Within ten (10) calendar days after the date the

petition is filed, the Landlord shall file a proof of service signed under penalty of perjury stating that a copy of the petition was mailed to all such Tenants.

C. It shall be a rebuttable presumption that the annual net operating income earned by a Landlord on June 11, 2019 and Rent increases allowed under the Interim Rent Control Ordinance and Section 15.09.215, provide the Landlord with a fair and reasonable return with respect to the operation of their property. A Landlord shall have the burden to prove that the additional Rent increase is necessary to earn a fair and reasonable return with respect to the operation of their property.

D. All Rent adjustments approved by the Housing Division pursuant to this Section 15.09.220 may be imposed by Landlord only after the following:

1. Landlord has provided written notice to the Tenant of the Rent increase for the Covered Rental Unit in accordance with California Civil Code Section 827; and
2. Landlord has registered the Covered Rental Unit pursuant to Section 15.09.230 of this Subchapter.

E. Rent Adjustment Applications will be considered and determined by the Director in accordance with Housing Division Guidelines; and the Director's decision may be appealed to a hearing officer, in accordance with the procedures set forth in Section 15.09.240.

§ 15.09.225 CAPITAL IMPROVEMENT PASS-THROUGH COST RECOVERY.

A. *Pass-Through Amount.* Fifty percent (50%) of the approved cost of an eligible Capital Improvement may be passed-through to the Tenant in accordance with the provisions of this Section 15.09.225.

B. *Eligible Capital Improvements.* Capital Improvements include, but are not limited to:

1. The addition, but not the replacement, of the following improvements to a Covered Rental Unit or common areas of the building in which the Covered Rental Unit is located, provided such improvement has a useful life of five (5) years or more: air conditioning, security gates and other security items, swimming pool, sauna or hot tub, fencing, garbage disposal, washing machine or clothes dryer, dishwasher, major appliances, meter conversions, children's play equipment permanently installed on

1 the premises, and other similar improvements as determined by
2 the Housing Division.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

2. Substantial improvements to, but not the renovation or replacement of, any structural, electrical, plumbing, or mechanical system that requires a permit pursuant to State or local law, such as a required seismic retrofit.
3. Abatement of hazardous materials, such as lead-based paint or asbestos, in accordance with applicable federal, State, and local laws.
4. Capital Improvements cannot include regular maintenance or repairs from wear and tear, or be the result of a Landlord's failure to perform regular maintenance and repairs.

10 **C. Application Process.** A Landlord may not pass-through approved
11 costs of Capital Improvements to Tenants in Covered Rental Units until the
12 Housing Division approves the Landlord's Pass-Through Cost Recovery
13 Application and the Landlord registers each Covered Rental Unit pursuant to
14 Section 15.09.230.

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1. A Landlord must submit a Pass-Through Cost Recovery Application pursuant to this Section 15.09.225 within one hundred twenty (120) days of completion of an eligible Capital Improvement.
2. The Landlord shall mail a copy of the Pass-Through Cost Recovery Application by first class mail, postage prepaid, to all Tenants whose Rents would be subject to an increase within five (5) calendar days after the date the application is filed with the Housing Division. Within ten (10) calendar days after the date the application is filed, the Landlord shall file a proof of service signed under penalty of perjury stating that a copy of the application was mailed to all such Tenants.
3. The following shall be established by Housing Division Guidelines:
 - a. The cost recovery calculations, amortization period and depreciation schedules for the Capital Improvement pass-through cost for each Covered Rental Unit;
 - b. Criteria upon which the Housing Division will evaluate a Landlord's Pass-Through Cost Recovery Application,

1 including, but not limited to, whether the work was
2 necessary to bring the property into compliance or maintain
3 compliance with Code requirements affecting health and
4 safety; and

5 **c.** Procedures for a low-income Tenant to file a request for a
6 hardship waiver of the pass-through cost (low-income
7 tenant means a household whose income does not exceed
8 the qualifying limits for lower income families as established
9 and amended from time to time pursuant to Section 8 of the
10 United States Housing Act of 1937, or as otherwise defined
11 in California Health and Safety Code Section 50079.5).

12 **4.** If the Capital Improvement benefited the entire building in
13 which the Covered Rental Units are located, the pass-
14 through costs shall be prorated among all the Tenants'
15 Rents on a square footage basis of each Covered Rental
16 Unit, but annualized in accordance with depreciation
17 schedules set forth in the Housing Division's Guidelines.

18 **5.** If the Capital Improvement inures solely to the benefit of one
19 or more of the Covered Rental Units, but to less than all of
20 the Rental Units located in the building, the pass-through
21 cost shall be annualized in accordance with depreciation
22 schedules set forth in the Housing Division's Guidelines, but
23 shall be applied and/or prorated only with respect to the
24 Covered Rental Unit or Units directly benefited.

25 **6.** No Capital Improvement pass-through cost shall be allowed
26 which exceeds three percent (3%) of Rent in place at the
27 time the Pass-Through Cost Recovery Application is filed
28 with the Housing Division. For the purposes of such
computation, the base Rent level for any time period shall
not include any previously imposed pass-through cost for
Capital Improvement. If the total amount of calculated pass-
through costs exceeds three percent (3%), the pass-
through cost amortization period may be extended beyond
the established amortization period to allow the Landlord to
recover Capital Improvement costs while not exceeding the
three percent (3%) maximum increase in Rent.

7. Pass-Through Cost Recovery Applications will be
considered and determined by the Director in accordance
with Housing Division Guidelines; and the Director's
determination may be appealed to a hearing officer in

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
accordance with the procedures set forth in Section
15.09.240.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
D. Tenant Consent. Except where Capital Improvements are required by law, any Capital Improvement to the interior of any Covered Rental Unit shall only be performed with the written consent of the Tenant, which shall not be unreasonably withheld, or the Landlord shall not be entitled to add to the Rent the pass-through cost for such expenditure.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
E. No Collusion. No Landlord shall be entitled to recover from a Tenant any pass-through cost based upon any Capital Improvement expense, the computation or representation of which has been inflated in collusion between the landlord and a contractor or other person.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
F. Landlord's Collection Process.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
1. A Landlord shall provide written notice of a pass-through cost to Tenants in accordance with California Civil Code Section 827.

2. An approved pass-through cost is not considered Rent. The approved pass-through cost should appear as a separate line item on the Rent statement along with the end date of the amortization period.

3. A Landlord must cease collecting the monthly pass-through cost when the Landlord has recovered the total pass-through costs approved by the Housing Division pursuant to this Section 15.09.225.

4. If an existing Tenant who is paying a pass-through cost vacates the unit, and the Landlord is authorized to set an initial Rent for a Covered Rental Unit without restriction at the commencement of a new Tenancy vacancy in compliance with Section 15.09.215.D, then Landlord may not collect pass-through costs from a new Tenant of the Rental Unit, but must recover the balance of the Capital Improvement costs through the new Rent.

5. In the event a Tenant paid pass-through costs in excess of the amount approved by the Housing Division, or continued payments beyond the date of expiration of the pass-through, the Landlord shall reimburse the Tenant for the amount of the overpayment. The Landlord may elect to either: (a) pay the Tenant the amount of the overpayment

1 directly in one lump sum; or (b) give the Tenant a credit
2 against the Rent otherwise due from the Tenant over a
3 period not longer than six (6) months.

4

5 **§ 15.09.230 RENT REGISTRY.**

6

7

8 **A. Registration Required.** Upon issuance by the Housing Division of
9 a valid written Rent Registration certificate, as set forth in this Section 15.09.230,
10 no Landlord shall demand or accept Rent for a Rental Unit without first serving
11 on the Tenant, or displaying in a conspicuous place, such Rent Registration
12 certificate.

13

14 **B. Registration Process.**

15

16 1. A Landlord shall provide Rent amount and Tenancy
17 information for every Rental Unit on a Rent Registration form provided by
18 the Housing Division. The Rent Registration form shall be submitted by
19 July 31, 2021 and July 31 of each year thereafter. Registration is
20 complete only when all of the following information is provided: ownership
21 information; property information; year built and certificate of occupancy
22 date; number of bedrooms and bathrooms for each Rental Unit; the
23 amount of Rent in effect at the time of registration; and a description of
24 Housing Services.

25

26 2. Rental Unit Rent Registration certificates issued after August
27 12, 2019 shall expire at midnight on August 31, 2021 and if not replaced
28 with a newly issued certificate before that date, the Landlord will be
deemed out of compliance with this Section 15.09.230.

1. Every Rental Unit Rent Registration certificate shall be
2 updated annually, as required by Section 15.09.230.B.1, upon a new
3 Tenancy, and when there are changes in Housing Services for the
4 Covered Rental Unit.

5

6 4. A Landlord of a Rental Unit which is not registered with the
7 Housing Division shall provide the Housing Division, on the form approved
8 by the Housing Division and accompanied by supporting documentation, a
9 written declaration stating the facts upon which the Landlord bases a claim
10 of exclusion from the requirements of this Section 15.09.230. If a
11 Landlord fails to submit a written declaration and supporting documents by
12 July 31, 2021 and July 31 of each year thereafter, the Rental Unit shall be
13 deemed to be subject to the provisions of this Section 15.09.230. If a
14 Landlord declares that the Rental Unit is not subject to the registration
15 requirements of this Section 15.09.230 because the Rental Unit is vacant,

1 the Landlord shall provide a certification to the Housing Division declaring
2 that the Rental Unit is and shall remain vacant, and the Rental Unit shall
3 be secured against unauthorized entry.

4 5. For every property for which a Landlord is required to
5 procure a Rent Registration certificate pursuant to this Section 15.09.230,
6 the Landlord shall post a notice in a form provided by the Housing
7 Division, providing information about this Subchapter 15.09.200, et seq.
8 and Housing Division contact information. Notices must be posted in a
9 conspicuous location in the common area, at the entry or entries to the
10 building or units, or other similar location or locations as necessary to
11 provide Tenants a reasonable opportunity to view the notice. If there is no
12 common area or similar location, this requirement may be satisfied by
13 mailing the notice to each Tenant of the building, by certified mail, return
14 receipt requested. The notice shall be written in English and Spanish, and
15 in any other languages as required by the Housing Division.

16 **C. *Notice of Rent Information Deficiencies and Opportunity to***
17 ***Cure; Appeals; and Final Administrative Decision.***

18 1. The Housing Division shall provide written notification to the
19 Landlord of a failure to comply with this Section 15.09.230 and allow
20 fifteen (15) calendar days to respond. The Housing Division shall not
21 issue a Rent Registration certificate for the Rental Unit until the Landlord
22 has substantially complied by providing the rental information as required
23 by Section 15.09.230.A.

24 2. Any Landlord disputing the Housing Division's notification of
25 deficient registration may file a written appeal with the Director within ten
26 (10) calendar days of the date of the notice of deficiency. The Director
27 shall provide a written notice within thirty (30) calendar days of its appeal
28 decision, which shall be a final administrative decision.

29 **D. *Registration Fee.***

30 1. A fee for the registration of Rental Units may be established by
31 resolution of the City Council. Such fees are intended to
32 recover the City's reasonable costs associated with the
33 administration and enforcement of its residential rent control
34 program and tenant protection program, as set forth in
35 Subchapters 15.09.200, et seq. and 15.09.300, et seq. of this
36 Code.

37 2. A Landlord may pass-through to the Tenant fifty percent (50%)
38 of the initial fee for the registration of Tenant's Rental Unit (the

“pass-through fee”) if such Tenant continuously occupied the Rental Unit during the period of August 12, 2019 through October 31, 2020. The pass-through fee is not considered Rent and should appear as a separate line item on the Rent statement. A Landlord may collect a maximum of one-twelfth (1/12) of the pass-through fee per month.

§ 15.09.235 TENANT PETITION FOR NONCOMPLIANCE.

A. If a Tenant contends that a proposed or actual Rent increase is not in compliance with this Subchapter or that there has been a Reduction in Housing Services, the Tenant may file a petition with the Housing Division. The Tenant shall mail a copy of the petition by first class mail, postage prepaid, to the Landlord within five (5) calendar days after the date the petition is filed. Within ten (10) calendar days after the date the petition is filed, the Tenant shall file a proof of service signed under penalty of perjury stating that a copy of the petition was mailed to the Landlord. The petition shall include a statement indicating the basis on which the Tenant contends that a proposed or actual Rent increase or a proposed or actual reduction in Housing Services is in violation of this Subchapter, together with any evidence that the Tenant wants the Director to consider. The Tenant shall bear the burden of proving by a preponderance of the evidence at the hearing that the Rent increase or reduction in Housing Services is not in compliance with this Subchapter 15.09.200, et seq.

B. Tenant Petitions for Noncompliance will be considered and determined by the Director in accordance with Housing Division Guidelines; and the Director's decision may be appealed to a hearing officer, in accordance with the procedures set forth in Section 15.09.240.

§ 15.09.240 APPEAL AND HEARING PROCEDURES.

The Director's decision on a Rent Adjustment Application, Pass-Through Cost Recovery Application or a Tenant Petition for Noncompliance will be given in a notice of decision. In the case of a decision on a Rent Adjustment Application or Pass-Through Cost Recovery Application, the Landlord shall, within five (5) calendar days after the decision date identified in a notice of decision that approves an increase in Rent or a pass-through of capital improvement costs, deliver a copy of the notice to each affected Tenant. In the case of a decision on a Tenant Petition for Noncompliance, the Director shall serve the notice of decision on the Tenant and the Landlord concurrently. The Director's decision may be appealed to a hearing officer in accordance with the following procedures:

A. *Appeal.* A Landlord or an affected Tenant who wishes to contest the Director's decision on a Rent Adjustment Application or Pass-Through Cost Recovery Application, or a Landlord or Tenant who wishes to contest the Director's decision on a Tenant Petition for Noncompliance, may file a Request for Appeal of the Director's decision with the Housing Division requesting a hearing, which will be heard in accordance with the procedures set forth in this Section 15.09.240.B.

1. Appeals shall be submitted in writing on a Request for Appeal form and filed with the Housing Division within fifteen (15) calendar days after the decision date identified in the notice of decision. If the filing deadline falls on a weekend, holiday, or other day when City Hall is officially closed, the filing deadline will extend to the following City Hall business day.

2. The Request for Appeal shall specifically state the pertinent facts and the basis for the appeal as required by Subsection 15.09.240.A.5.

3. A Landlord who files a Request for Appeal shall do the following:

- a. Mail a copy of the Request for Appeal by first class mail, postage prepaid, to all Tenants who would be subject to a Rent increase or pass-through of capital improvement costs, or the Tenant who filed the Petition for Noncompliance, as applicable, within five (5) calendar days after the date the Request for Appeal is filed with the Housing Division.
- b. Within ten (10) calendar days after the date the Request for Appeal is filed with the Housing Division, the Landlord shall file a proof of service signed under penalty of perjury stating that a copy of the Request for Appeal was mailed to all such Tenants.

4. A Tenant who files a Request for Appeal shall do the following:

a. Mail a copy of the Request for Appeal by first class mail, postage prepaid, to the Landlord or Landlord's agent within five (5) calendar days after the date the Request for Appeal is filed with the Housing Division.

b. Within ten (10) calendar days after the date the Request for Appeal is filed with the Housing Division, the Tenant shall file a proof of service signed under penalty of perjury stating that a copy of the Request for Appeal was mailed to the Landlord or Landlord's agent.

5. The Request for Appeal shall include:

- a. A general statement, specifying the basis for the appeal and the specific aspect of the decision being appealed, and shall be based upon an error in fact or dispute of findings.
- b. Supporting evidence substantiating the basis for the appeal.
- c. Any other documentation or information the appealing party wants the hearing officer to consider.

B. *Hearing Procedure.*

1. A hearing on a Request for Appeal will be scheduled before a hearing officer for a date no sooner than fifteen (15) days and no later than sixty (60) days after receipt of the Request for Appeal and proof of service in compliance with the requirements of Section 15.09.240.A, unless the hearing officer determines that good cause exists for an extension of time.

2. Upon setting the hearing date, the hearing officer shall send written notice to the appealing party of the date, time and place set for the hearing.

3. If the Landlord is the appealing party, upon receipt of the notice setting the date, time and place of the hearing, the Landlord shall, in the case of a Request for Appeal of a Rent Adjustment Application or Pass-Through Cost Recovery Application, post such notice in a conspicuous place at the affected property including the Covered Rental Units that are the subject of the appeal. Such notice shall be placed on a written instrument that is at least 11 inches in width and 17 inches in length, and shall be placed not less than four (4) feet above ground level in the common area, at the entry or entries to the building or units, or other similar location or locations as necessary to provide Tenants a reasonable opportunity to view the notice and be advised of the hearing. Within five (5) calendar days of receipt of the notice of hearing, the Landlord shall personally deliver a copy of the notice to each Tenant in the affected

Covered Rental Units. In the case of Landlord's Request for Appeal of a Tenant Petition for Noncompliance, the hearing officer shall send a copy of the notice setting the date, time and place of the hearing to the Tenant concurrently with sending the notice to the Landlord.

4. If the Tenant is the appealing party, the hearing officer shall send a copy of the notice setting the date, time and place of the hearing to the Landlord concurrently with sending the notice to the Tenant.

5. At the hearing, the appealing party shall be given the opportunity to testify, call witnesses and to present evidence concerning the appeal. The hearing officer may also hear testimony and consider written evidence offered by the Tenants in the affected Covered Rental Units and, if a Tenant is the appealing party, hear testimony and consider written evidence offered by the Landlord.

6. The hearing officer may continue the hearing and request additional information from the Landlord, affected Tenants, or petitioning Tenant, as applicable, prior to issuing a written decision.

7. The hearing officer shall have the power to issue orders to maintain order and decorum during the hearing.

8. All hearings conducted by the hearing officer shall be open to the public.

C. *Hearing Continuance.* The hearing officer may, in his or her discretion, grant a continuance of the hearing date upon a request and a showing of good cause. The request must be made in writing and be received by the hearing officer at least five (5) business days prior to the hearing date. If the Landlord is the party requesting an extension, the Landlord must personally deliver a copy of the request to the affected Tenant(s). If a Tenant is the party requesting an extension, the Tenant must personally deliver a copy of the request to the Landlord or Landlord's agent. In no event shall the continuance be longer than fifteen (15) calendar days from the originally scheduled hearing date.

D. Hearing Officer Decision. After considering all of the testimony and evidence submitted at the hearing, within twenty (20) calendar days after the conclusion of the hearing, the hearing officer shall issue a written decision denying, affirming or modifying the Director's decision and shall adopt written findings in support of that decision. The written decision shall be served by first-class mail, postage prepaid on the appealing party. If the Landlord is the appealing party and the appeal concerned a Rent Adjustment Application or Pass-Through Cost Recovery Application, the Landlord shall post such notice in a conspicuous place at the property containing the affected Covered Rental Units

1 and within five (5) calendar days of receipt of the written decision, the Landlord
2 shall personally deliver a copy of the written decision to each Tenant in the
3 affected Covered Rental Units. If a Tenant is the appealing party or if the
4 Landlord is the appealing party and the appeal concerned a Tenant Petition for
Noncompliance, the hearing officer shall serve a copy of the written decision on
the Landlord and the Tenant concurrently. The Hearing Officer's decision shall be
final, unless an administrative penalty has been assessed.

5 **E. Judicial Review of Hearing Officer Decision.** Any person directly
6 aggrieved by an administrative decision of a hearing officer pertaining to a
7 Request for Appeal of a Director's decision on a Rent Adjustment Application or
8 Pass-Through Cost Recovery Application, may seek judicial review in the
9 Superior Court pursuant to Government Code Section 53069.4 and/or Code of
Civil Procedure Sections 1094.5 and 1094.6.

10 **§ 15.09.245 PENALTIES AND ENFORCEMENT.**

11 **A. Administrative Citations.** The Housing Division is authorized to
12 take appropriate steps to enforce this Subchapter, including conducting
13 investigations of possible violations by a Landlord. The City, in its sole
14 discretion, may choose to enforce the provisions of this Subchapter through the
15 administrative citation process set forth in Chapter 1.02 of this Code.
Notwithstanding any provision in Chapter 1.02 to the contrary, each violation of
any provision of this Subchapter may be subject to an administrative fine of up to
\$1,000.

16 **B. Administrative Appeals and Judicial Review of Administrative
17 Citations.**

18 **1. Administrative Appeal.** Any person who receives an
19 administrative citation may request an administrative hearing
20 before a hearing officer in accordance with Chapter 1.02 of this
Code.

21 **2. Judicial Review of Hearing Officer Decision.** Any
22 Responsible Person may seek judicial review of a hearing
23 officer's decision pertaining to the imposition of an
24 administrative fine in accordance with Chapter 1.02 of this
Code.

25 **C. Civil Action.** The City Attorney is authorized to bring a civil action
26 and/or proceeding for violation of this Subchapter, or any guideline or rule
27 promulgated pursuant to Section 15.09.265 of this Subchapter, for civil penalties,
injunctive, declaratory and other equitable relief, restitution and reasonable

1 attorneys' fees and costs and may take such other steps as necessary to enforce
2 this Subchapter.

3 **D. *Criminal Penalty.*** Any person violating any of the provisions of
4 this Subchapter shall be deemed guilty of a misdemeanor, which shall be
5 punishable as provided in Chapter 1.01 of this Code.

6 **E. *Separate Violation.*** Each separate day, or any portion thereof,
7 during which any violation of this Subchapter occurs or continues, constitutes a
8 separate violation.

9 **F. *Remedies Cumulative.***

10

- 11 1. The remedies, violations, and penalties set forth in this
12 Subchapter are cumulative and in addition to all other remedies,
13 violations, and penalties set forth in this Code, or in any other
14 City, County, State or federal ordinance, laws, rules or
15 regulations.
- 16 2. The City's decision to pursue or not pursue enforcement of any
17 kind shall not affect a Tenant's rights to pursue civil remedies in
18 accordance with Section 15.09.250 of this Subchapter.

19 **§ 15.09.250 CIVIL REMEDIES.**

20 Any Tenant aggrieved by a violation of this Subchapter may bring a civil
21 suit in an appropriate State or federal court. A Landlord found to be in violation
22 of this Subchapter shall be liable to the aggrieved Tenant for damages and for
23 Tenant's attorneys' fees and costs. Tenants are not required to exhaust their
24 administrative remedies under this Subchapter prior to filing suit pursuant to this
25 Section 15.09.250.

26 **§ 15.09.255 WAIVER PROHIBITED.**

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

29 **§ 15.09.260 SEVERABILITY.**

30 If any provision of this Subchapter or the application thereof to any person,
31 property, or circumstance, is held invalid, such invalidity shall not affect other
32 provisions or applications of this Subchapter that can be given effect without the
33

1 invalid provision(s) or application, and to this end, the provisions of this
2 Subchapter are declared to be severable.

3

4 **§ 15.09.265 IMPLEMENTATION; RULEMAKING; AND SUBPOENA
AUTHORITY.**

5 The Director is authorized to administer and enforce this Subchapter,
6 which may include promulgating guidelines, procedures, and rules consistent
7 with the provisions of this Subchapter. These Housing Division Guidelines shall
8 have the force and effect of law and may be relied upon by parties to determine
9 their rights and responsibilities under this Subchapter. In administering and
10 enforcing this Subchapter, the Director may also issue subpoenas pursuant to
11 California Government Code Section 53060.4 and may report noncompliance
12 therewith to the judge of the Superior Court.

13

14 **§ 15.09.270 CONFLICT OF PROVISIONS.**

15 In the event of any conflict between this Subchapter and any other
16 provision of this Code, this Subchapter shall control.

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

57

58

59

60

61

62

63

64

65

66

67

68

69

70

71

72

73

74

75

76

77

78

79

80

81

82

83

84

85

86

87

88

89

90

91

92

93

94

95

96

97

98

99

100

101

102

103

104

105

106

107

108

109

110

111

112

113

114

115

116

117

118

119

120

121

122

123

124

125

126

127

128

129

130

131

132

133

134

135

136

137

138

139

140

141

142

143

144

145

146

147

148

149

150

151

152

153

154

155

156

157

158

159

160

161

162

163

164

165

166

167

168

169

170

171

172

173

174

175

176

177

178

179

180

181

182

183

184

185

186

187

188

189

190

191

192

193

194

195

196

197

198

199

200

201

202

203

204

205

206

207

208

209

210

211

212

213

214

215

216

217

218

219

220

221

222

223

224

225

226

227

228

229

230

231

232

233

234

235

236

237

238

239

240

241

242

243

244

245

246

247

248

249

250

251

252

253

254

255

256

257

258

259

260

261

262

263

264

265

266

267

268

269

270

271

272

273

274

275

276

277

278

279

280

281

282

283

284

285

286

287

288

289

290

291

292

293

294

295

296

297

298

299

300

301

302

303

304

305

306

307

308

309

310

311

312

313

314

315

316

317

318

319

320

321

322

323

324

325

326

327

328

329

330

331

332

333

334

335

336

337

338

339

340

341

342

343

344

345

346

347

348

349

350

351

352

353

354

355

356

357

358

359

360

361

362

363

364

365

366

367

368

369

370

371

372

373

374

375

376

377

378

379

380

381

382

383

384

385

386

387

388

389

390

391

392

393

394

395

396

397

398

399

400

401

402

403

404

405

406

407

408

409

410

411

412

413

414

415

416

417

418

419

420

421

422

423

424

425

426

427

428

429

430

431

432

433

434

435

436

437

438

439

440

441

442

443

444

445

446

447

448

449

450

451

452

453

454

455

456

457

458

459

460

461

462

463

464

465

466

467

468

469

470

471

472

473

474

475

476

477

478

479

480

481

482

483

484

485

486

487

488

489

490

491

492

493

494

495

496

497

498

499

500

501

502

503

504

505

506

507

508

509

510

511

512

513

514

515

516

517

518

519

520

521

522

523

524

525

526

527

528

529

530

531

532

533

534

535

536

537

538

539

540

541

542

543

544

545

546

547

548

549

550

551

552

553

554

555

556

557

558

559

560

561

562

563

564

565

566

567

568

569

570

571

572

573

574

575

576

577

578

579

580

581

582

583

584

585

586

587

588

589

590

591

592

593

594

595

596

597

598

599

600

601

602

603

604

605

606

607

608

609

610

611

612

613

614

615

616

617

618

619

620

621

622

623

624

625

626

627

628

629

630

631

632

633

634

635

636

637

638

639

640

641

642

643

644

645

646

647

648

649

650

651

652

653

654

655

656

657

658

659

660

661

662

663

664

665

666

667

668

669

660

661

662

663

664

665

666

667

668

669

670

671

672

673

674

675

676

677

678

679

680

681

682

683

684

685

686

687

688

689

690

691

692

693

694

695

696

697

698

699

700

701

702

703

704

705

706

707

708

709

710

711

712

713

714

715

716

717

718

719

720

721

722

723

724

725

726

727

728

729

730

731

732

733

734

735

736

737

738

739

740

741

742

743

744

745

746

747

748

749

750

751

752

753

754

755

756

757

758

759

760

761

762

763

764

765

766

767

768

769

760

761

762

763

764

765

766

767

768

769

770

771

772

773

774

775

776

777

778

779

780

781

782

783

784

785

786

787

788

789

790

791

792

793

794

795

796

797

798

799

800

801

802

803

804

805

806

807

808

809

8010

8011

8012

8013

8014

8015

8016

8017

8018

8019

8020

8021

8022

8023

8024

8025

8026

8027

8028

8029

8030

8031

8032

8033

8034

8035

8036

8037

8038

8039

8040

8041

8042

8043

8044

8045

8046

8047

8048

8049

8050

8051

8052

8053

8054

8055

8056

8057

8058

8059

8060

8061

8062

8063

8064

8065

8066

8067

8068

8069

8070

8071

8072

8073

8074

8075

8076

8077

8078

8079

8080

8081

8082

8083

8084

8085

8086

8087

8088

8089

8090

8091

8092

8093

8094

8095

8096

8097

8098

8099

80100

80101

80102

80103

80104

80105

80106

80107

80108

80109

80110

80111

80112

80113

80114

80115

80116

80117

80118

80119

80120

80121

80122

80123

80124

80125

80126

80127

80128

80129

80130

80131

80132

80133

80134

80135

80136

80137

80138

80139

80140

80141

80142

80143

80144

80145

80146

80147

80148

80149

80150

80151

80152

80153

80154

80155

80156

80157

80158

80159

80160

80161

80162

80163

80164

80165

80166

80167

80168

80169

80170

80171

80172

80173

80174

80175

80176

80177

80178

80179

80180

80181

80182

80183

80184

80185

80186

80187

80188

80189

80190

80191

80192

80193

80194

80195

80196

80197

80198

80199

80200

80201

80202

80203

80204

80205

80206

80207

80208

80209

80210

80211

80212

80213

80214

80215

80216

80217

80218

80219

80220

80221

80222

80223

80224

80225

80226

80227

80228

80229

80230

80231

80232

80233

80234

80235

80236

80237

80238

80239

80240

80241

80242

80243

80244

80245

80246

80247

80248

80249

80250

80251

80252

80253

80254

80255

80256

80257

80258

80259

80260

80261

80262

80263

80264

80265

80266

80267

80268

80269

80270

80271

80272

80273

80274

80275

80276

80277

80278

80279

80280

80281

80282

80283

80284

80285

80286

80287

80288

80289

80290

80291

80292

80293

80294

80295

80296

80297

80298

80299

80300

80301

80302

80303

80304

80305

80306

80307

80308

80309

80310

80311

80312

80313

80314

80315

80316

80317

80318

80319

80320

80321

80322

80323

80324

80325

80326

80327

80328

80329

80330

80331

80332

80333

80334

80335

80336

80337

80338

80339

80340

80341

80342

80343

80344

80345

80346

80347

80348

80349

80350

80351

80352

80353

80354

80355

80356

80357

80358

80359

80360

80361

80362

80363

80364

80365

80366

80367

80368

80369

80370

80371

80372

80373

80374

80375

80376

80377

80378

80379

80380

80381

80382

80383

80384

80385

80386

80387

80388

80389

80390

80391

80392

80393

80394

80395

80396

80397

80398

80399

80400

80401

80402

80403

80404

80405

80406

80407

80408

80409

80410

80411

80412

80413

80414

80415

80416

80417

80418

80419

80420

80421

80422

80423

80424

80425

80426

80427

80428

80429

80430

80431

80432

80433

80434

80435

80436

80437

80438

80439

80440

80441

80442

80443

80444

80445

80446

80447

80448

80449

80450

80451

80452

80453

80454

80455

80456

80457

80458

80459

80460

80461

80462

80463

80464

80465

80466

80467

80468

80469

80470

1 the Culver City News and shall post this Ordinance or a summary thereof in at least three
2 places within the City.

3

4 **SECTION 5. INTERIM RENT CONTROL ORDINANCE.** The Interim Rent
5 Control Ordinance, adopted pursuant to Ordinance No. 2019-011 and extended by Ordinance
6 No. 2020-011, shall hereby terminate and be of no further force and effect as of October 30,
7 2020.

8

9 **SECTION 6. SEVERABILITY.** The City Council hereby declares that, if any
10 provision, section, subsection, paragraph, sentence, phrase or word of this Interim Ordinance
11 is rendered or declared invalid or unconstitutional by any final action in a court of competent
12 jurisdiction or by reason of any preemptive legislation, then the City Council would have
13 independently adopted the remaining provisions, sections, subsections, paragraphs,
14 sentences, phrases or words of this Ordinance and as such they shall remain in full force and
15 effect.

16 ///

17 ///

18 ///

19 ///

20 ///

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

27

1 SECTION 7. PUBLICATION. Pursuant to Section 619 of the City Charter, this
2 Ordinance shall take effect thirty (30) days after the date of its adoption. Pursuant to Sections
3 616 and 621 of the City Charter, prior to the expiration of fifteen (15) days after the adoption,
4 the City Clerk shall cause this Ordinance, or a summary thereof, to be published in the Culver
5 City News and shall post this Ordinance or a summary thereof in at least three places within
6 the City.

APPROVED and ADOPTED this 29th day of September 2020.

GÖRAN ERIKSSON, Mayor
City of Culver City, California

ATTEST:

APPROVED AS TO FORM:

JEREMY GREEN
City Clerk

A20-00318

A20-00318

CAROL A. SCHWAB
City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF CULVER CITY)

Certification of Ordinance No. 2020-014

I, Jeremy Green, City Clerk of the City of Culver City, do hereby certify that the foregoing Ordinance was duly passed, approved, and adopted at a regular meeting of the City Council, which was held on the 29th day of September 2020, at the Mike Balkman Council Chambers by the following vote:

AYES: Fisch, Lee, Sahli-Wells, Small

NOES: Eriksson

ABSENT: None

ABSTAIN: None

Certified on this 29th day of September 2020, at the City of Culver City.

Jeremy Green, CMC, City Clerk
Ex-Officio Clerk of the City Council
City of Culver City, State of California