

# City of Culver City

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

## Staff Report

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**File #:** 26-173, **Version:** 1

**Item #:** A-2.

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**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)

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### **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 McMorris 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.



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

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

Extremely Low	Very-Low	Low	Moderate	Total
24	24	29	31	<b>108</b>

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

Extremely Low	Very-Low	Low	Moderate	Total
13%	13%	15.7%	41.4%	<b>83.1%</b>

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

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

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

6           **F.**     The effects of the COVID-19 pandemic and the measures taken to slow its  
7 spread and protect the public's health and safety have impacted record numbers of workers.  
8 California's Employment Development Department (EDD) reports it processed over 7 million  
9 claims for unemployment benefits over a 16-week period ending June 27, 2020, compared to  
10 about 3.8 million claims processed over the worst full year of the Great Recession (2010).  
11 According to the EDD, as of July 2020, California has an unemployment rate of 13.7%, with  
12 2,591,000 jobless. This is above the 12.3% unemployment rate set during the height of the  
13 Great Recession (March, October, and November 2010).  
14

15           **G.**     The Public Policy Institute of California reports that about 12.3 million  
16 Californians in families headed by working age adults live in or near poverty, and the largest  
17 number of poor and near-poor Californians live in Los Angeles County; and that there is a 24%  
18 poverty rate among workers in the accommodation and food service sector, which has been  
19 severely impacted by reduced tourism and dining out; and a disproportionate share of  
20 essential workers such as laborers, cooks, cashiers, and personal care aides are poor or  
21 nearly poor.  
22

23           **H.**     Based on historical and projected trends, housing shortages in the City  
24 and continued escalation in rents will persist well beyond the economy's recovery from the  
25 impacts of COVID-19.  
26

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

5 J. At its June 11, 2020 meeting, the City Council directed staff to return with  
6 an ordinance to establish a permanent rent control program based, in part, on the protections  
7 afforded under the IRCO.  
8

9  
10 **SECTION 2.** Chapter 15.09, *Rental Housing*, of the Culver City Municipal Code  
11 is hereby amended to add a new Subchapter 15.09.200, et seq., *Rent Control*, as follows:

12  
13 ***Rent Control***

- 14 § 15.09.200 Findings and Purpose  
15 § 15.09.205 Definitions  
16 § 15.09.210 Exemptions  
17 § 15.09.215 Permissible Rent Increases  
18 § 15.09.220 Applications for Rent Adjustments  
19 § 15.09.225 Capital Improvement Pass-Through Cost Recovery  
20 § 15.09.230 Rent Registry  
21 § 15.09.235 Tenant Petitions for Noncompliance  
22 § 15.09.240 Appeal and Hearing Procedures  
23 § 15.09.245 Penalties and Enforcement  
24 § 15.09.250 Civil Remedies  
25 § 15.09.255 Waiver Prohibited  
26 § 15.09.260 Severability  
27 § 15.09.265 Implementation; Rulemaking; and Subpoena Authority  
28 § 15.09.270 Conflict of Provisions

24 **§ 15.09.200 FINDINGS AND PURPOSE.**

25 The City Council of the City of Culver City finds:  
26  
27  
28

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  
for All Items (CPI-U) for the Los Angeles-Long Beach-Anaheim metropolitan area  
(1982-84=100 reference base), or any successor designation of that index that  
may later be adopted by the United States Bureau of Labor Statistics.

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

          F. **Director** shall mean the Community Development Director of the  
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  
and multiplied by 100. The Percentage Change in CPI shall be rounded to the  
nearest one-quarter of one percent.

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



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

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

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

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

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

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

#### 18           **§ 15.09.210 EXEMPTIONS.**

19           This Subchapter shall not apply to any dwelling units expressly exempt  
20 pursuant to any provision of state or federal law, and such units shall be exempt  
21 from the provisions of this Subchapter, with the exception of the requirements of  
22 Section 15.09.230. The following dwelling units are also specifically exempt from  
23 this Subchapter, with the exception of the requirements of Section 15.09.230:

24           **A.**   Any dwelling unit that has a certificate of occupancy or equivalent  
25 permit for residential occupancy issued after February 1, 1995. For this purpose,  
26 certificate of occupancy is the certificate first issued before the property is used  
27 for any residential purpose. To the extent State law permits, this exemption shall  
28 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 3. Not more than one Rent increase for a Covered Rental Unit  
2 may be imposed in any twelve-month (12-month) period,  
except as described in Section 15.09.215.B.4.

3 4. A Landlord may impose a Rent increase under this Section  
4 15.09.215 that takes effect sooner than twelve (12) months  
5 following the date of the latest permitted Rent increase under  
6 the Interim Rent Control Ordinance but such transitional  
7 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.

8 **C. Overpayments.** In the event that a Tenant household has paid  
9 Rent in excess of the maximum permissible increase authorized by this Section  
10 15.09.215, the Landlord shall credit the Tenant for the balance of the  
11 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  
12 against the Rent otherwise due from the Tenant to the Landlord over a period of  
not more than six months.

13 **D. Rent Increases Following Vacancies.**

14 1. A Landlord may set an initial Rent for a Covered Rental Unit  
15 without restriction at the commencement of a new Tenancy  
16 where no member of Tenant's household is an occupant of the  
Covered Rental Unit only in the following circumstances:

17 a. The Covered Rental Unit was voluntarily vacated by the  
18 Tenant's household. For purposes of this Section  
19 15.09.215.D, a Tenant will not be considered to have  
voluntarily vacated if:

20 i. the Landlord served a Notice of Termination; or

21 ii. the Tenant has opted to voluntarily vacate pursuant to  
22 Section 15.09.330.F of this Code.

23 b. The Covered Rental Unit was vacated as a result of  
24 Landlord's termination of Tenancy pursuant to Section  
15.09.315 of this Code.

25 c. The Covered Rental Unit was vacated as a result of  
26 Landlord's termination of Tenancy pursuant to Section  
27 15.09.320 of this Code; provided, if the Landlord recovered  
28

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

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.

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

**§ 15.09.220 APPLICATIONS FOR RENT ADJUSTMENTS.**

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

**B.** The Landlord shall mail a copy of the Rent Adjustment Application 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 2. Substantial improvements to, but not the renovation or  
4 replacement of, any structural, electrical, plumbing, or  
5 mechanical system that requires a permit pursuant to State or  
6 local law, such as a required seismic retrofit.
- 7 3. Abatement of hazardous materials, such as lead-based paint or  
8 asbestos, in accordance with applicable federal, State, and local  
9 laws.
- 10 4. Capital Improvements cannot include regular maintenance or  
11 repairs from wear and tear, or be the result of a Landlord's  
12 failure to perform regular maintenance and repairs.

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

- 18 1. A Landlord must submit a Pass-Through Cost Recovery  
19 Application pursuant to this Section 15.09.225 within one  
20 hundred twenty (120) days of completion of an eligible Capital  
21 Improvement.
- 22 2. The Landlord shall mail a copy of the Pass-Through Cost  
23 Recovery Application by first class mail, postage prepaid, to all  
24 Tenants whose Rents would be subject to an increase within  
25 five (5) calendar days after the date the application is filed with  
26 the Housing Division. Within ten (10) calendar days after the  
27 date the application is filed, the Landlord shall file a proof of  
28 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 accordance with the procedures set forth in Section  
2 15.09.240.

3 **D. Tenant Consent.** Except where Capital Improvements are  
4 required by law, any Capital Improvement to the interior of any Covered Rental  
5 Unit shall only be performed with the written consent of the Tenant, which shall  
6 not be unreasonably withheld, or the Landlord shall not be entitled to add to the  
7 Rent the pass-through cost for such expenditure.

8 **E. No Collusion.** No Landlord shall be entitled to recover from a  
9 Tenant any pass-through cost based upon any Capital Improvement expense,  
10 the computation or representation of which has been inflated in collusion  
11 between the landlord and a contractor or other person.

12 **F. Landlord's Collection Process.**

- 13 1. A Landlord shall provide written notice of a pass-through  
14 cost to Tenants in accordance with California Civil Code  
15 Section 827.
- 16 2. An approved pass-through cost is not considered Rent. The  
17 approved pass-through cost should appear as a separate  
18 line item on the Rent statement along with the end date of  
19 the amortization period.
- 20 3. A Landlord must cease collecting the monthly pass-through  
21 cost when the Landlord has recovered the total pass-  
22 through costs approved by the Housing Division pursuant to  
23 this Section 15.09.225.
- 24 4. If an existing Tenant who is paying a pass-through cost  
25 vacates the unit, and the Landlord is authorized to set an  
26 initial Rent for a Covered Rental Unit without restriction at  
27 the commencement of a new Tenancy vacancy in  
28 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 **§ 15.09.230 RENT REGISTRY.**

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

10 **B. Registration Process.**

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

20 **2.** Rental Unit Rent Registration certificates issued after August  
21 12, 2019 shall expire at midnight on August 31, 2021 and if not replaced  
22 with a newly issued certificate before that date, the Landlord will be  
23 deemed out of compliance with this Section 15.09.230.

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

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

**D. *Registration Fee.***

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

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



1 "pass-through fee") if such Tenant continuously occupied the  
2 Rental Unit during the period of August 12, 2019 through  
3 October 31, 2020. The pass-through fee is not considered Rent  
4 and should appear as a separate line item on the Rent  
5 statement. A Landlord may collect a maximum of one-twelfth  
6 (1/12) of the pass-through fee per month.

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**§ 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:

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

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

14                   2. The Request for Appeal shall specifically state the pertinent  
15 facts and the basis for the appeal as required by Subsection  
16 15.09.240.A.5.

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

19                   a. Mail a copy of the Request for Appeal by first class mail,  
20 postage prepaid, to all Tenants who would be subject to  
21 a Rent increase or pass-through of capital improvement  
22 costs, or the Tenant who filed the Petition for  
23 Noncompliance, as applicable, within five (5) calendar  
24 days after the date the Request for Appeal is filed with  
25 the Housing Division.

26                   b. Within ten (10) calendar days after the date the Request  
27 for Appeal is filed with the Housing Division, the  
28 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.

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

6                   5. The Request for Appeal shall include:

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

15                  **B. *Hearing Procedure.***

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

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

25                  3. If the Landlord is the appealing party, upon receipt of the  
26                  notice setting the date, time and place of the hearing, the Landlord shall,  
27                  in the case of a Request for Appeal of a Rent Adjustment Application or  
28                  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

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

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

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

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

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

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

21 **C. Hearing Continuance.** The hearing officer may, in his or her  
22 discretion, grant a continuance of the hearing date upon a request and a showing  
23 of good cause. The request must be made in writing and be received by the  
24 hearing officer at least five (5) business days prior to the hearing date. If the  
25 Landlord is the party requesting an extension, the Landlord must personally  
26 deliver a copy of the request to the affected Tenant(s). If a Tenant is the party  
27 requesting an extension, the Tenant must personally deliver a copy of the  
28 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  
5 Noncompliance, the hearing officer shall serve a copy of the written decision on  
6 the Landlord and the Tenant concurrently. The Hearing Officer's decision shall be  
7 final, unless an administrative penalty has been assessed.

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

#### 14 **§ 15.09.245 PENALTIES AND ENFORCEMENT.**

15 **A. *Administrative Citations.*** The Housing Division is authorized to  
16 take appropriate steps to enforce this Subchapter, including conducting  
17 investigations of possible violations by a Landlord. The City, in its sole  
18 discretion, may choose to enforce the provisions of this Subchapter through the  
19 administrative citation process set forth in Chapter 1.02 of this Code.  
20 Notwithstanding any provision in Chapter 1.02 to the contrary, each violation of  
21 any provision of this Subchapter may be subject to an administrative fine of up to  
22 \$1,000.

#### 23 **B. *Administrative Appeals and Judicial Review of Administrative Citations.***

24 **1. *Administrative Appeal.*** Any person who receives an  
25 administrative citation may request an administrative hearing  
26 before a hearing officer in accordance with Chapter 1.02 of this  
27 Code.

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

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



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

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

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

**F. Remedies Cumulative.**

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

**§ 15.09.250 CIVIL REMEDIES.**

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

**§ 15.09.255 WAIVER PROHIBITED.**

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

**§ 15.09.260 SEVERABILITY.**

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

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

3 **§ 15.09.265 IMPLEMENTATION; RULEMAKING; AND SUBPOENA**  
4 **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 **§ 15.09.270 CONFLICT OF PROVISIONS.**

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

16 **SECTION 3. ENVIRONMENTAL DETERMINATION.** The City Council finds  
17 that this Ordinance is not subject to the California Environmental Quality Act ("CEQA")  
18 pursuant to CEQA guidelines, California Code of Regulations, Title 14, Chapter 3,  
19 §15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical  
20 change in the environment] and §15060(c)(3) [the activity is not a project as defined in §15378]  
21 because it has no potential for resulting in physical change to the environment, directly or  
22 indirectly.

23 **SECTION 4. EFFECTIVE DATE.** Pursuant to Section 619 of the City Charter,  
24 this Ordinance shall take effect thirty (30) days after the date of its adoption. Pursuant to  
25 Sections 616 and 621 of the City Charter, prior to the expiration of fifteen (15) days after the  
26 adoption, the City Clerk shall cause this Ordinance, or a summary thereof, to be published in  
27  
28

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.

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

CAROL A. SCHWAB  
City Attorney

A20-00318

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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