

Exhibit A

TENANT PROTECTIONS

§ 15.09.300 FINDINGS AND PURPOSE.

The purposes of this subchapter are to be more protective than state law, as allowed by Cal. Civil Code §1946.2. In accordance with Cal. Civil Code § 1946.2(g)(1)(B), ~~the City Council finds the provisions of this §§ 15.09.300 et seq. regulating, among other things, just cause terminations of tenancies are more protective than Cal. Civil Code § 1946.2 for the following reasons:~~

A. The just cause for termination of a residential tenancy under this §§ 15.09.300 et seq. is consistent with Cal. Civil Code § 1946.2.

B. This §§ 15.09.300, et seq. provides additional tenant protections that are not prohibited by any other provisions of applicable law.

§ 15.09.305 DEFINITIONS.

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

CODE. The Culver City Municipal Code.

CULVER CITY. The City of Culver City.

DIRECTOR. The Community Development Director of the City of Culver City, or his or her designee.

FOR CAUSE TERMINATION. A termination of tenancy for one of the reasons specified in § 15.09.315.

HOUSING SERVICES DIVISION. The Housing Services Division of the Culver City ~~Community Development Housing and Human Services~~ Department.

HOUSING SERVICES DIVISION GUIDELINES. The guidelines, procedures, and rules promulgated pursuant to the authority set forth in § 15.09.265.

HOUSING SERVICES. All services provided by the landlord related to the use or occupancy of a rental unit, including, but not limited to, insurance, repairs, replacement, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, recreational areas and/or pools, janitorial service, refuse removal, furnishings, parking, storage, and security services, even if separately contracted.

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LANDLORD. Landlord shall mean an owner, lessor, or sublessor who receives or is entitled to receive rent for the use and occupancy of any rental unit or portion thereof, and the representative, agent, or successor of such owner, lessor, or sublessor.

MATERIAL RENTAL AGREEMENT TERM. Any provision in a rental agreement that is reasonable, legal, and accepted in writing by the tenant as material. New terms added to an existing rental agreement cannot be considered a material rental agreement term unless expressly consented to in writing by the tenant.

NO FAULT TERMINATION. A termination of tenancy for one of the reasons specified in § 15.09.320.

NOTICE OF TERMINATION. A written notice from a landlord to a tenant that is in the form required by State law to terminate a residential tenancy and that is served in accordance with State law.

RENT or RENTS. 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.

RENTAL AGREEMENT. A lease, sublease or other oral or written agreement between the landlord and tenant establishing the terms and conditions of the tenancy.

RENTAL COMPLEX. More than one rental unit owned by the same landlord on a property.

RENTAL UNIT. Any dwelling unit as defined in Cal. Civil Code § 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.

RESPONSIBLE PERSON. A person responsible for, or alleged to be responsible for, a violation of this subchapter.

SMALL LANDLORD. A landlord who has no direct or indirect economic interest in more than three rental units located within or outside of Culver City. **SMALL LANDLORD** shall not include any of the following: (i) a real estate investment trust, as defined in § 856 of the Internal Revenue Code; (ii) a corporation; (iii) a limited liability company in which at least one member is, or is controlled by, a corporation; or (iv) a partnership in which at least one partner is, or is controlled by, a corporation.

STATE. The State of California.

TENANCY. The legal right of a tenant to the use or occupancy of the rental unit.

TENANT. 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.

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§ 15.09.310 EVICTIONS.

A. Application.

1. Except as provided in § 15.09.310.A.2 and 3, this § 15.09.310 shall apply to any notice of termination, regardless of the date it is delivered to a tenant of a rental unit, if the tenant has not vacated the rental unit as of October 30, 2020.

2. This § 15.09.310 shall only apply after at least one tenant has continuously and lawfully occupied the rental unit for more than 12 months ~~or more~~.

3. This § 15.09.310 shall not apply to a rental unit that lacks its own bathroom or kitchen facility and is occupied by a tenant who uses a bathroom or kitchen facility in common with the landlord or a member of the landlord's immediate family.

B. Cause required to terminate tenancy. No landlord may terminate a tenancy unless the landlord can demonstrate all of the following:

1. The landlord served a notice of termination on the tenant in accordance with the procedures set forth in Cal. Code of Civil Procedure § 1162; and

2. The termination qualifies as a for cause termination or no fault termination; and

3. The notice of termination states the reason for termination in reasonable detail and states whether the termination is a for cause termination or a no fault termination; and

4. The landlord has given the notice to the tenant of the eviction protections required by this § 15.09.310.B.4, as follows:

(a) The notice must be in writing of no less than 12-point type and include the following: "The Culver City Municipal Code requires that after at least one tenant has continuously and lawfully occupied a rental unit for more than 12 months ~~or more~~, the landlord must provide a statement of cause in any notice to terminate a tenancy. See §§ 15.09.300 et seq., of the Culver City Municipal Code for more information."

(b) The notice ~~must be signed by the tenant and with a copy delivered to the tenant or as an addendum to the rental agreement.~~ may be included in the rental agreement or in the notice of termination.

~~—(c) For a tenancy existing prior to October 30, 2020, the notice must be given to the tenant no later than November 30, 2020.~~

5. If the termination is a no fault termination, the landlord has provided the tenant with the notice of relocation assistance required by § 15.09.325.G.

6. The landlord has submitted to the Culver City Housing Services Division, 9770 Culver Boulevard, Culver City, CA 90232, via certified mail, return receipt requested, within five calendar days after service on the tenant, a true and complete copy of the notice of termination, with proof of such service on the tenant(s) attached. Evidence of proof of service may include receipt of delivery of the notice by the tenant or a sworn statement by the landlord under penalty of perjury under the laws of the State of California that confirms

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service of the notice of termination on the tenant in accordance with Cal. Code of Civil Procedure § 1162. Landlord shall submit proof of service to the city and shall submit copies of any notice of relocation assistance required by § 15.09.325.G as evidence that landlord has complied with this § 15.09.310.B. ~~If the notice of termination was served on tenant prior to October 30, 2020 and landlord has not yet submitted the documentation required by § 5.B.4 of the interim rent control ordinance, landlord shall submit to the housing division the documentation required by this § 15.09.310.B within five days of October 30, 2020.~~

C. Void notice of termination. If the landlord fails to satisfy the requirements of § 15.09.310.B or if the landlord accepts rent for the continued use of the rental unit beyond the term of the terminated tenancy, then the notice of termination will be deemed void and of no further force or effect.

D. Challenge to termination of tenancy. A tenant may challenge the validity of a landlord's legal action to terminate a tenancy, including a suit for unlawful detainer, based on a landlord's failure to comply with any or all of the requirements included in § 15.09.310.B, including the landlord's failure to provide the housing services division with a true and accurate copy of the notice of termination with proof of service. The housing services division will accept copies of all notices of termination received in accordance with this § 15.09.310 and, upon written request of a tenant who verifies residency in the rental unit that is the subject of the notice of termination, and/or upon the written request of the landlord who submitted the notice of termination, the housing services division will endeavor to provide confirmation to the requesting party that such notice of termination was received. Notwithstanding the foregoing, the city assumes no responsibility for errors or omissions in its response, and the city's response or lack thereof shall in no way create a city duty, impose an obligation on the city with respect to the requirements of this § 15.09.310, or otherwise lead to legal or equitable liability on behalf of the city.

§ 15.09.315 FOR CAUSE TERMINATION.

If a landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as a for cause termination:

A. Tenant failed to pay rent within three days of written notice being served on tenant by landlord demanding payment as provided in Cal. Code of Civil Procedure § 1161(2);

B. Tenant violated a material rental agreement term and did not cure such violation within ten days after receiving written notice from the landlord of such violation, which ten-day period shall run concurrently with the notice periods required by Cal. Code of Civil Procedure § 1161(3) and Cal. Civil Code § 1946.2(c);

C. Tenant has continued to refuse, after landlord has provided a written request, reasonable access to the rental unit by the landlord in accordance with Cal. Civil Code § 1101.5 and § 1954 and Cal. Health and Safety Code § 13113.7 and § 17926.1;

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D. Tenant has used the rental unit to create a nuisance or for an illegal purpose as provided in Cal. Code of Civil Procedure § 1161(4), including:

1. A crime committed by a tenant of a rental unit which involves use of a gun, a deadly weapon or serious bodily injury and for which a police report has been filed; or
2. A threat of violent crime, which includes any statement made by a tenant, or at his or her request, by his or her agent to any person who is on the premises that includes the rental unit or to the landlord, or his or her agent, threatening the commission of a crime which will result in death or great bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is so unequivocal, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety; or
3. Tenant has created or is maintaining a dangerous condition or an unsanitary condition that endangers health, safety and welfare or physically damages the unit beyond normal wear and tear, and that condition has not been promptly abated or repaired after written notice to the tenant from the landlord and the passage of a reasonable cure period.

It shall be a defense to an action for possession of a rental unit under this § 15.09.315.D if the court determines that:

1. The tenant or the tenant's household member is a victim of an act or acts that constitute domestic violence or sexual assault or stalking; and
2. The notice of termination is substantially based upon the act or acts constituting domestic violence or sexual assault or stalking against the tenant or a tenant's household member, including but not limited to an action for possession based on complaints of noise, disturbances, or repeated presence of police.

E. Tenant was employed by the landlord to serve as a resident manager or other employee, was provided with the rental unit as part of or as a condition of the employment and the employment has been terminated. This provision shall not apply to any tenant whose tenancy in the building or complex housing the rental unit commenced prior to assuming managerial responsibilities or whose status as a tenant commenced prior to his or her status as a resident manager.

§ 15.09.320 NO FAULT TERMINATION.

If a landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as a no fault termination:

- A. Landlord seeks in good faith to recover possession in order to imminently:
 1. Demolish the rental unit.

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2. Remove the rental unit permanently from rental housing use pursuant to State law.

B. Landlord Occupancy. Subject to § 15.09.320.B.2, landlord seeks in good faith to recover possession of the rental unit for use and occupancy by:

1. (a) Landlord or landlord's spouse, registered domestic partner, children, grandchildren, parents, or grandparents, as a primary place of residence. The rental unit must be occupied as the primary residence within three months of the tenant household vacating the rental unit, and the rental unit must continue to be occupied as the primary residence for at least three years. However, landlord may use this § 15.09.320.B.1 to qualify as a no fault termination only once for a particular person in all rental units in Culver City owned by the landlord.

(b) If the rental agreement was entered into on or after July 1, 2020, this § 15.09.320.B.1 shall apply only if the tenant agrees, in writing, to the termination, or if a provision of the rental agreement allows the landlord to terminate the rental agreement if the landlord, or their spouse, domestic partner, children, grandchildren, parents, or grandparents, unilaterally decides to occupy the rental unit.

2. A landlord may not recover possession of a rental unit pursuant to the provisions of § 15.09.320.B.1 if:

(a) Any tenant in the rental unit has continuously resided in the rental unit for at least ten years, and a member of tenant's household is either: (i) 62 years of age or older; or (ii) disabled as defined in Title 42 United States Code § 423 or handicapped as defined in Cal. Health and Safety Code § 50072;

(b) Any tenant in the rental unit or member of tenant's household is terminally ill as certified by a treating physician licensed to practice in the State of California;

(c) Any tenant in the rental unit is a low-income tenant (low-income tenant means a household whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to § 8 of the United States Housing Act of 1937, or as otherwise defined in Cal. Health and Safety Code § 50079.5; or

(d) The rental unit is the primary residence of a school-aged (grades Pre-K-12) child enrolled in a school located in the public school district to which the rental unit is assigned, and the notice of termination requires that the rental unit be vacated during the current school term.

3. A landlord may recover possession of a rental unit pursuant to the provisions of § 15.09.320.B.1 if:

(a) The rental unit has the same number of bedrooms needed by the landlord or the landlord's eligible relative, and

(b) There is no vacant unit in the rental complex with the same number of bedrooms needed by the landlord or the landlord's eligible relative, and

(c) Only if it is the most recently occupied rental unit in the rental complex, and

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~~(d)~~ The tenant of that rental unit is not protected from termination of tenancy pursuant to the provisions of § 15.09.320.B.2.

However, a landlord may recover possession of a different rental unit if required because of a medical necessity of landlord or landlord's eligible relative, as certified by a treating physician licensed to practice in the State of California.

4. A landlord may only recover possession of a rental unit pursuant to the provisions of § 15.09.320.B.1 if the landlord is a natural person or the landlord is a trust that is recovering possession for use of a natural person trustee or the trustee's eligible relative.

C. Landlord seeks in good faith to recover possession of the rental unit in order to comply with a deed restriction, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable housing for persons and families of extremely low, very low, low, or moderate income, or an agreement that provides housing subsidies for affordable housing for persons and families for extremely low, very low, low, or moderate income, as defined in this code or comparable State or federal statutes.

D. Landlord seeks in good faith to recover possession of the rental unit in order to comply with a government agency's order to vacate, or any other order that necessitates the vacating of the rental unit or the building housing the rental unit, as a result of a violation of this code or any other provision of law.

§ 15.09.325 RELOCATION ASSISTANCE.

A. If a notice of termination is based on the no fault termination grounds set forth in § 15.09.320 of this subchapter, then the landlord shall pay a relocation fee in the amount of three times the greater of tenant's current monthly rent in effect or the small area fair market rent established by the U.S. Department of Housing and Urban Development for a comparable unit in the same ZIP code, plus \$1,000. The relocation fee established by this § 15.09.325 shall be reduced by 50% for a small landlord, only in the case where the no fault termination is based on grounds set forth in § 15.09.320.B.1.

B. The relocation fee shall be paid to the tenant or tenants as follows:

1. The entire relocation fee shall be paid to a tenant who is the only tenant in a rental unit; or

2. If a rental unit is occupied by two or more tenants, then each tenant of the rental unit shall be paid a pro-rata share of the relocation fee.

3. Landlord may deduct from the relocation fee payable any and all past due rent owed by tenant during the 12 months prior to termination of tenancy and may deduct from the relocation fee any amounts paid by the landlord for any extraordinary wear and tear or damage cause by the tenant, cleaning, or other purposes served by a security deposit as provided in the rental agreement, to the extent the security deposit is insufficient to provide the amounts due for such costs. The past due rent deductible under this §

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15.09.325.B.3 excludes any rent that lawfully accrued during the city's Residential Tenant Eviction Moratorium Period (March 16, 2020 through September 30, 2020) established by the 22nd Supplement to Public Order issued by the Director of Emergency Services on August 4, 2020 and confirmed by the City Council on August 10, 2020 by Resolution No. 2020-R080.

4. After taking into account any adjustments in the amount of the relocation assistance set forth in § 15.09.325.B.3, the landlord shall pay one-half of the relocation assistance no later than five business days following service of the notice of termination and one-half of the relocation assistance no later than five business days after the tenant has vacated the rental unit.

C. This § 15.09.325 shall not apply in any of the following circumstances:

1. Tenant received written notice, prior to entering into a rental agreement, that an application to subdivide the property for condominium, stock cooperative or community apartment purposes was on file with the city or had already been approved, whichever the case may be, and that the existing building would be demolished or relocated in connection with the proposed new subdivision, and the notice of termination is based on the grounds set forth in § 15.09.320.A.

2. Tenant received written notice, prior to entering into a rental agreement, that an application to convert the building to a condominium, stock cooperative or community apartment project was on file with the city or had already been approved, whichever the case may be, and the notice of termination is based on the grounds set forth in § 15.09.320.A.

3. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's or court's order to vacate the rental unit or the building housing the rental unit due to conditions caused by a natural disaster or act of God.

D. Notwithstanding the date of the notice of termination, this § 15.09.325 shall apply in any case where tenant has received a notice of termination based on the no fault termination grounds set forth in § 15.09.320, but has not yet vacated the rental unit as of October 30, 2020.

E. The requirements set forth in this § 15.09.325 are applicable to all rental units, regardless of whether the rental unit was created, leased, subleased or occupied in violation of any provision of law.

F. Nothing in this § 15.09.325 relieves a landlord from the obligation to provide relocation assistance pursuant to any other provision of local, State or federal law. If a tenant is entitled to monetary relocation benefits from the landlord pursuant to any other provision, of local, State or federal law or if the tenant receives monetary relocation benefits from a government agency, then such monetary benefits shall operate as a credit against monetary benefits required to be paid to the tenant under this § 15.09.325.

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G. When relocation assistance is required by this § 15.09.325, the landlord must provide written notice to the tenant of the tenant's entitlement to relocation assistance at the same time the landlord serves a notice of termination. Such notice shall be in at least 12-point type and shall be substantially consistent with the following: "Pursuant to the requirements of the Culver City Municipal Code, you may be entitled to relocation assistance. Qualifying tenants are entitled to relocation assistance in the amount of three (3) times Tenant's current monthly Rent in effect, plus one thousand dollars (\$1,000.00). The amount of relocation assistance provided to you may be less if your Landlord qualifies as a Small Landlord. See Culver City Municipal Code Section 15.09.325 for more information."

H. Landlord shall provide proof of payment of the relocation assistance to the Housing Services Division within five (5) days of making the payment to the tenant.

§ 15.09.330 TENANT PROTECTIONS DURING TEMPORARY UNTENANTABLE CONDITIONS.

A. Temporary untenantable conditions resulting from the activities described in § 15.09.330.C, below, are not a valid basis for no fault termination under § 15.09.320.

B. Landlords must mitigate untenantable conditions resulting from the activities described in § 15.09.330..C, below, either through actions to ensure that tenants can safely remain in their rental unit during the work or through the temporary relocation of tenants to comparable alternative housing accommodations. These two mitigation measures should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the construction. Untenantable conditions include the conditions described in Cal. Civil Code § 1941.1 and any other condition that makes the rental unit incapable of being safely occupied.

C. The activities described below will be subject to the mitigation requirements of this § 15.09.330.:

1. Substantial rehabilitation consisting of the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws, that cannot be reasonably accomplished in a safe manner with the tenant in place. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as substantial rehabilitation.

2. Work performed in order to comply with housing, health, building, or safety laws of the State or this code, including but not limited to work performed to correct existing untenantable conditions.

3. Tenant is required to temporarily vacate a rental unit upon the order of any government officer or agency.

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4. Fumigation occurs that cannot be completed when a rental unit is occupied.

D. In order to mitigate temporary untenable conditions, in accordance with § 15.09.330..B, a landlord must:

1. Provide mitigation measures that will meet the standards set forth in applicable housing, health, building and safety laws, unless temporary relocation benefits are provided;

2. Provide for protection of tenant's personal property during construction;

3. Provide for reasonable alternative parking for a tenant otherwise entitled to parking;

4. Provide for protection of tenants to exposure at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos;

5. Take reasonable steps to prevent the disruption of major systems during construction;

6. Provide for the safe storage of construction equipment and materials;

7. Provide for the safe ingress and egress of tenant and tenant's guests;

8. Conform to permitted construction hours under this code or project permits;

9. Post a notification to tenants 30 days prior to commencement of construction or, as soon as practicable in the event of an emergency and in no event less than 24 hours prior, in an easily observable location at or near tenant entrances, which notice shall state the expected duration of the construction work and briefly describe the nature of the work, and shall remain posted throughout the course of construction.

E. Temporary relocation.

1. If the activities described in § 15.09.330.C will make the rental unit an untenable dwelling, as defined in Cal. Civil Code § 1941.1, or will expose the tenant at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos, the landlord shall provide tenant with the following temporary relocation benefits during the temporary displacement period:

(a) Relocation to a motel or hotel accommodation which is safe, sanitary, comparable to the tenant's sleeping arrangement, located in Culver City, or if suitable accommodation is not available within Culver City, then within two miles of the tenant's rental unit, and contains standard amenities such as a telephone and television;

(b) Reasonable compensation for meals, if the temporary accommodation lacks cooking facilities;

(c) Reasonable compensation for laundry, if tenant's rental unit included laundry facilities inside the rental unit and the temporary accommodation does not include laundry facilities inside the unit;

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(d) Reasonable accommodation for pets that were permitted in tenant's rental unit under the terms of the rental agreement or by law if the temporary accommodation does not accept pets;

(e) Any costs related to relocating the tenant to temporary housing accommodations, regardless of whether those costs exceed rent paid by the tenant for tenant's rental unit; and

(f) Any costs related to returning tenant to his/her rental unit, if applicable.

2. Unless otherwise agreed upon by landlord and tenant, the landlord shall make payment directly to the motel or hotel as required under § 15.09.330.E.1.a. The landlord shall pay for lodging in the motel or hotel, even if the cost of such lodging is more expensive than the tenant's existing rent calculated on a daily basis. All other compensation under § 15.09.330.E.1 shall be payable directly to the tenant, unless otherwise agreed upon by the landlord and tenant.

3. The landlord shall have the option, in lieu of providing tenant relocation in accordance with § 15.09.330.E.1.a, of providing the tenant with comparable housing at any time during the period of the displacement, subject to the following:

(a) Such housing shall be comparable to the tenant's rental unit in location, size, number of bedrooms, furnishings, appliances, accessibility, type and quality of construction, proximity to services and institutions upon which the displaced tenant depends, and amenities, including the allowance for pets should the tenant have pets permitted under the rental agreement or by law.

(b) If the landlord provides comparable housing at any time during the period of displacement, the tenant shall be entitled to remain at that same comparable housing unit throughout the period of displacement.

(c) The landlord shall pay all costs associated with the temporary housing, including rent, even if the temporary housing is more expensive than the tenant's existing rental unit.

(d) If the temporary housing is unfurnished, the landlord shall provide essential furnishings and household items or pay reasonable moving costs for the tenant to move essential furniture and household items to and from the rental unit and the temporary housing.

(e) The landlord and tenant may agree that the tenant will occupy a non-comparable replacement unit provided that the tenant is compensated for any reduction in accommodations, amenities, and services.

4. A landlord and tenant may mutually agree to allow the landlord to pay the tenant a per diem amount for each day of temporary relocation in lieu of providing temporary replacement housing. The agreement shall be in writing and signed by the landlord and tenant and shall contain the tenant's acknowledgment that he/she received notice of his/her relocation rights under this § 15.09.330.E and that the tenant understands his/her rights. The housing services division shall establish the daily per diem amount.

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5. The temporary housing required by this § 15.09.330.E shall be available to tenant within 24-hours of service or posting of any order or notice to vacate. In the event the tenant is not required to immediately vacate, temporary housing shall be available to tenant as of the date the tenant actually vacates.

6. The displacement and relocation of a tenant pursuant to this § 15.09.330.E shall not terminate the tenancy of the displaced tenant. The displaced tenant shall have the right to reoccupy his or her rental unit upon the completion of the work necessary for the rental unit to comply with housing, health, building or safety laws or any governmental order and the tenant shall retain all rights of tenancy that existed prior to the displacement.

7. The tenant shall remain responsible to pay rent to the landlord that is due for the tenant's existing rental unit during the period of displacement.

8. The landlord and the tenant may mutually agree upon a housing type or benefits other than the temporary housing or benefits required by this § 15.09.330. A copy of the written agreement signed by both landlord and tenant must be filed with the housing services division within five business days after the agreement has been fully executed.

9. The landlord shall provide written notice, before the tenant is temporarily displaced advising the tenant of the right to reoccupy the rental unit under the existing terms of tenancy once the work which necessitated the displacement is completed and the projected completion date of such work. Unless the landlord provides the temporary replacement housing, the tenant shall provide the landlord with the address to be used for the notifications required to be provided by the landlord under this § 15.09.330.E. When the date on which the rental unit will be available for reoccupancy is known, or as soon as possible thereafter, the landlord shall provide written notice to the tenant by personal delivery, or registered or certified mail. If it became necessary to temporarily relocate the tenant for over 30 days and the tenant has a separate tenancy agreement with a third party housing provider, the landlord shall give the tenant a minimum of 30 days written notice to reoccupy the rental unit. In all other cases, the landlord shall give the tenant a minimum of seven days written notice to reoccupy, unless the landlord gave the tenant written notice of the date of reoccupancy prior to the start of temporary relocation.

10. A copy of all written notices to tenant required by this § 15.09.330.E shall be filed with the housing services division within five business days after providing such notice to tenant.

11. Nothing in this § 15.09.330 shall be construed as authorizing a landlord to require a tenant to vacate a unit, except as permitted under federal, state, or local law.

12. The remedies under this § 15.09.330 are cumulative and in addition to any other remedies available under federal, State, or local law.

F. Option to voluntarily terminate tenancy.

1. If the temporary untenable conditions of a rental unit are projected to persist for 30 days or more, the tenant of that rental unit shall have the option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the

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provisions of § 15.09.335, and the return of any security deposit that cannot be retained by the landlord under applicable law.

2. If the temporary untenable conditions of a rental unit continue for 30 days longer than the projected completion date of the work, as set forth in the written notice to tenant required by § 15.09.330.E.9, the tenant's option to voluntarily terminate the tenancy pursuant to a tenant buyout agreement in accordance with the provisions of § 15.09.335 of this subchapter shall be renewed.

§ 15.09.335 TENANT BUYOUT AGREEMENTS.

A. Landlord's disclosure prior to buyout offer. Prior to making a buyout offer, a landlord shall provide the tenant a written disclosure, on a form approved by the housing services division, that shall include all of the following:

1. A statement the tenant has a right not to enter into buyout negotiations or a buyout agreement;
2. A statement the tenant may choose to consult with an attorney before entering into a buyout agreement;
3. A statement the tenant may rescind the buyout agreement for up to 45 days after it is fully executed;
4. A statement the tenant may contact the housing services division for information about other buyout agreements in the tenant's neighborhood and other relevant information;
5. A statement that the buyout amount must be no less than the amount of relocation assistance required by § 15.09.325.A.
65. Any other information required by the housing services division consistent with the purpose and provisions of this § 15.09.335; and
76. A space for tenant to sign and write the date the landlord provided the tenant with the disclosure.

B. Requirement for buyout agreements. A buyout agreement that does not satisfy all the requirements of this § 15.09.335 shall be deemed void and of no force or effect. The buyout agreement shall:

1. Be in writing in the tenant's primary language. The landlord shall give tenant a copy of the proposed buyout agreement at least ten business days before it is executed.
2. Include the following statement in bold letters in at least 14 point type in close proximity to the space reserved for the tenant's signature:
 - (a) "You may cancel this buyout agreement in writing at any time before the forty-fifth (45th) day after all parties have signed this buyout agreement."

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(b) "You have a right not to enter into a buyout agreement."

(c) "The buyout amount must be no less than the amount of relocation assistance required by § 15.09.325.A."

(de) "You may choose to consult with an attorney before signing this buyout agreement. The Culver City Housing Services Division may also have information about other buyout agreements in your neighborhood."

3. List the buyout amount. Provide to the tenant a copy of the fully executed buyout agreement.

—4. Include a buyout amount that is no less than the amount of relocation assistance required by § 15.09.325.A.

C. Service. The landlord must provide to the tenant a copy of the fully executed buyout agreement.

DC. Rescission of buyout agreement. A tenant shall have the right to rescind a buyout agreement for up to 45 days after its execution by all parties. In order to rescind a buyout agreement, the tenant must hand-deliver, email, or send by certified mail, return receipt requested, a statement to the landlord indicating the tenant has rescinded the buyout agreement.

ED. Filing of buyout agreement and disclosure notice. The landlord shall file a copy of the executed buyout agreement, along with proof of service to the tenant of the disclosure notice as required in this § 15.09.335, within 20 days after the buyout agreement is executed by all parties. Buyout agreements and disclosure notices shall be filed with the housing services division.

§ 15.09.340 RENT REGISTRY.

A. Registration required. Upon issuance by the housing services division of a valid written rent registration certificate, as set forth in this § 15.09.340, no landlord shall demand or accept rent for a rental unit without first serving on the tenant, or displaying in a conspicuous place, such rent registration certificate.

B. Registration process.

1. A landlord shall provide rent amount and tenancy information for every rental unit on a rent registration form provided by the housing services division. The rent registration form shall be submitted by July 31, 2021 and July 31 of each year thereafter. Registration is complete only when all of the following information is provided: ownership information; property information; year built and certificate of occupancy date; number of bedrooms and bathrooms for each rental unit; the amount of rent in effect at the time of registration; and a description of housing services.

Exhibit A

2. Every rental unit rent registration certificate shall be updated annually, as required by § 15.09.340.B.1, upon change of ownership, upon a new tenancy, and when there are changes in housing services for the covered rental unit.

3. A landlord of a rental unit which is not registered with the housing services division shall provide the housing services division, on the form approved by the housing services 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 § 15.09.340. 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 § 15.09.340. If a landlord declares that the rental unit is not subject to the registration requirements of this § 15.09.340 because the rental unit is vacant, the landlord shall provide a certification to the housing services division declaring that the rental unit is and shall remain vacant, and the rental unit shall be secured against unauthorized entry.

4. For every property for which a landlord is required to procure a rent registration certificate pursuant to this § 15.09.230, the landlord shall post a notice in a form provided by the housing services division, providing information about this §§ 15.09.200, et seq. and housing services division contact information. Notices must be posted in a conspicuous location 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. If there is no common area or similar location, this requirement may be satisfied by mailing the notice to each tenant of the building, by certified mail, return receipt requested. The notice shall be written in English and Spanish, and in any other languages as required by the housing services division.

C. Notice of rent information deficiencies and opportunity to cure; appeals; and final administrative decision.

1. The housing services division shall provide written notification to the landlord of a failure to comply with this § 15.09.340 and allow 15 calendar days to respond. The housing services division shall not issue a rent registration certificate for the rental unit until the landlord has substantially complied by providing the rental information as required by § 15.09.340.A.

2. Any landlord disputing the housing services division's notification of deficient registration may file a written appeal with the Director within ten calendar days of the date of the notice of deficiency. The Director shall provide a written notice within 30 calendar days of its appeal decision, which shall be a final administrative decision.

D. Registration fee. 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 stabilization program and tenant protection program, as set forth in §§ 15.09.200 et seq. and §§ 15.09.300 et seq. of this code.

Exhibit A

§ 15.09.34~~50~~ RETALIATORY EVICTION AND ANTI-HARASSMENT.

A. Retaliatory eviction.

1. If the primary intent of the landlord in terminating a tenancy or refusing to renew a tenancy is retaliatory in nature, and if the tenant is not in default as to the payment of rent, then the landlord may not terminate the tenancy or refuse to renew the tenancy or otherwise cause the tenant to vacate the rental unit.

2. Retaliation against a tenant because of the tenant's exercise of rights under this subchapter is prohibited. In an action to recover possession of the rental unit, proof of the exercise by the tenant of rights under this subchapter or other applicable law within six months prior to the alleged act of retaliation shall create a rebuttable presumption that the landlord's act was retaliatory.

3. Retaliation claims may be raised as a defense in an unlawful detainer action or may be raised in other appropriate judicial proceedings and the court may consider the protections afforded by this subchapter in evaluating a claim of retaliation. Landlords shall not be subject to the city's enforcement of this § 15.09.34~~50~~.A under § 15.09.3~~50~~45.

B. Anti-harassment. No landlord, agent, contractor, subcontractor or employee of the landlord shall violate the tenant protections in Cal. Civil Code § 789.3 and § 1940.2, California's Fair Employment and Housing Act, the federal Fair Housing Act, or similar state and federal laws, or engage in any acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of a rental unit, including but not limited to the following:

1. Acting in bad faith, interrupt, terminate, or fail to provide housing services required by the rental agreement or by federal, State, county, or local housing, health, or safety laws;

2. Acting in bad faith, fail to perform repairs and maintenance required by the rental agreement or by federal, State, county or local housing, health, or safety laws;

3. Acting in bad faith, fail to exercise due diligence in completing repairs and maintenance once undertaken or fail to follow appropriate industry standards or protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;

4. Abuse the landlord's right of access into a rental unit as established and restricted by State law. This includes, but is not limited to, entries for inspections that are not related to necessary repairs or services; entries that are unreasonable in frequency or duration; entries that improperly target individual occupants or are used to collect evidence against an occupant or are otherwise beyond the scope of a lawful entry;

5. Repeatedly mistreat an occupant of the rental unit during in-person conversations, through social media postings or messages, or other communications, with language that a reasonable person would consider likely to cause fear or provoke violence;

Exhibit A

6. Influence or attempt to influence a tenant to vacate a rental unit through fraud, intimidation or coercion, which shall include but is not limited to threatening to report a tenant to the United States Department of Homeland Security;
7. Threaten an occupant of the rental unit, by word or gesture, with physical harm;
8. Knowingly and intentionally violate any law which prohibits discrimination against the tenant based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, human immunodeficiency virus (HIV)/acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income;
9. Make a sexual demand on a tenant in order for the tenant to obtain needed maintenance on the rental unit, or to obtain a rent concession or additional housing services, or to avoid an eviction, or make other quid pro quo sexual demands on a tenant; subject a tenant to severe or pervasive unwelcome touching, kissing, or groping; make severe or pervasive unwelcome, lewd comments about a tenant's body; send a tenant severe or pervasive unwelcome, sexually suggestive texts or enter the rental unit without invitation or permission; or engage in other actions that create a hostile environment;
10. Take action to terminate any tenancy, including serving any notice of termination or bringing any action to recover possession of a rental unit, based upon facts which the landlord has no reasonable cause to believe to be true or upon a legal theory which the landlord knows is untenable under the facts known to the landlord. No landlord shall be liable under this § 15.09.34~~50~~.B.10 for bringing an action to recover possession unless and until the tenant has obtained a favorable termination of that action;
11. Remove from the rental unit personal property, furnishings, or any other items without the prior written consent of the tenant, except pursuant to enforcement of a legal termination of tenancy;
12. Offer payments to a tenant to vacate, including the offer of a buyout agreement under § 15.09.335, more frequently than once every six months, after the tenant has notified the landlord in writing that the tenant does not desire to receive further offers of payments to vacate;
13. Attempt to coerce a tenant to vacate with offers of payment to vacate, including offers of a buyout agreement under § 15.09.335, which are accompanied with threats or intimidation. This shall not include settlement offers made in good faith and not accompanied with threats or intimidation in pending unlawful detainer actions;
14. Refuse to acknowledge receipt of a tenant's rent payment made during the term of the tenancy and in accordance with the rental agreement;
15. Refuse to cash a rent check for over 30 days when the check is given to cover rent during the term of the tenancy and in accordance with the rental agreement;
16. Request information that violates a tenant's right to privacy including, but not limited to, residency or citizenship status, protected class status, or social security number,

Exhibit A

except as required by law or, in the case of a social security number, for the purpose of determining the tenant's qualifications for a tenancy; or release any such information that is in landlord's possession, except as required or authorized by law;

17. Violate a tenant's right to privacy in the rental unit, including but not limited to, entering, photographing, or video recording portions of a rental unit that are beyond the scope of an authorized entry or inspection;

18. Interfere with a tenant's right to quiet use and enjoyment of a rental unit as that right is defined by State law;

19. Other acts or omissions that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy; or

20. Interfere with the right of tenant to:

(a) Organize as tenants and engage in concerted activities with other tenants for the purpose of mutual aid and protection;

(b) Provide access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at the property;

(c) Convene tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement; or

(d) Distribute and post literature in common areas, including lobby areas and bulletin boards, informing other tenants of their rights and of opportunities to participate in organized tenant activities.

§ 15.09.3~~5045~~ PENALTIES AND ENFORCEMENT.

A. Administrative citations. The housing services division is authorized to take appropriate steps to enforce this subchapter, including conducting investigations of possible violations by a landlord. The city, in its sole discretion, may choose to enforce the provisions of this subchapter through the 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.

B. Administrative appeals and judicial review of administrative citations.

1. Administrative appeal. Any person who receives an administrative citation may request an administrative hearing before a hearing officer in accordance with Chapter 1.02 of this code.

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.

Exhibit A

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 § 15.09.37065, 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 § 15.09.3550.

§ 15.09.3550 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 § 15.09.3550.

§ 15.09.36055 WAIVER PROHIBITED.

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

§ 15.09.3650 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 invalid provision(s) or application, and to this end, the provisions of this subchapter are declared to be severable.

Exhibit A

§ 15.09.3~~7065~~ IMPLEMENTATION; RULEMAKING; AND SUBPOENA AUTHORITY.

The Director is authorized to administer and enforce this subchapter, which may include promulgating guidelines, procedures, and rules consistent with the provisions of this subchapter. Such housing services division guidelines shall have the force and effect of law and may be relied upon by parties to determine their rights and responsibilities under this subchapter. In administering and enforcing this subchapter, the Director may also issue subpoenas pursuant to Cal. Government Code § 53060.4 and may report noncompliance therewith to the judge of the Superior Court.

§ 15.09.37~~50~~ CONFLICT OF PROVISIONS.

A. In the event of any conflict between this subchapter and any other provision of this code, this subchapter shall control.

B. In the event of a conflict between a provision of this subchapter and a provision of the COVID-19 Tenant Relief Act of 2020 (Code of Civil Procedure §§ 1179.01 et seq.), the provision of the COVID-19 Tenant Relief Act of 2020 shall control.