

ORDINANCE NO. 2020-_____

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 15.09.300, et seq., *TENANT PROTECTIONS*.

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

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

5	Extremely Low	Very-Low	Low	Moderate	Total
6	24	24	29	31	108

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

10	Extremely Low	Very-Low	Low	Moderate	Total
11	13%	13%	15.7%	41.4%	83.1%

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

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

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20 **E.** Such conditions emphasize the need for tenants to be secure in
21 maintaining their existing housing and to protect tenants from unwarranted evictions.

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23 **F.** The effects of the COVID-19 pandemic and the measures taken to slow its
24 spread and protect the public's health and safety have impacted record numbers of workers.
25 California's Employment Development Department (EDD) reports it processed over 7 million
26 claims for unemployment benefits over a 16-week period ending June 27, 2020, compared to
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1 about 3.8 million claims processed over the worst full year of the Great Recession (2010).
2 According to the EDD, as of July 2020, California has an unemployment rate of 13.7%, with
3 2,591,000 jobless. This is above the 12.3% unemployment rate set during the height of the
4 Great Recession (March, October, and November 2010).

5 **G.** The Public Policy Institute of California reports that about 12.3 million
6 Californians in families headed by working age adults live in or near poverty, and the largest
7 number of poor and near-poor Californians live in Los Angeles County; and that there is a 24%
8 poverty rate among workers in the accommodation and food service sector, which has been
9 severely impacted by reduced tourism and dining out; and a disproportionate share of
10 essential workers such as laborers, cooks, cashiers, and personal care aides are poor or
11 nearly poor.
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13 **H.** Low-income households are more likely to be employed in industries that
14 have been severely impacted by COVID-19 and are less likely to hold jobs that allow them to
15 continue working from home.
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17 **I.** Based on historical and projected trends, housing shortages in the City
18 and continued escalation in rents will persist well beyond the economy's recovery from the
19 impacts of COVID-19, making it more difficult for renters who face eviction to relocate to
20 replacement housing in the City.
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22 **J.** If renters are forced to relocate outside of Culver City, impacts would
23 include the economic, personal and environmental cost of longer commutes to jobs in Culver
24 City and increased difficulty for employers in Culver City to retain and attract employees.
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1 **K.** During this unprecedented time and in light of the ongoing shortage of
 2 housing, it will remain critical that tenants are not evicted without good cause or faced with no
 3 fault evictions without financial assistance for relocation.

4 **L.** At its June 11, 2020 meeting, the City Council directed staff to return with
 5 an ordinance to establish a permanent tenant protections program based, in part on the
 6 protections afforded under the IRCO.
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 9 **SECTION 2.** Chapter 15.09, *Rental Housing*, of the Culver City Municipal Code
 10 is hereby amended to add a new Subchapter 15.09.300, et seq., *Tenant Protections*, as
 11 follows:

12 ***Tenant Protections***

- 13 § 15.09.300 Findings and Purpose
- 14 § 15.09.305 Definitions
- 15 § 15.09.310 Evictions
- 16 § 15.09.315 For Cause Termination
- 17 § 15.09.320 No Fault Termination
- 18 § 15.09.325 Relocation Assistance
- 19 § 15.09.330 Tenant Protections During Untenantable Conditions
- 20 § 15.09.335 Tenant Buyout Agreements
- 21 § 15.09.340 Retaliatory Eviction and Anti-Harassment
- 22 § 15.09.345 Penalties and Enforcement
- 23 § 15.09.350 Civil Remedies
- 24 § 15.09.355 Waiver Prohibited
- 25 § 15.09.360 Severability
- 26 § 15.09.365 Implementation; Rulemaking; and Subpoena Authority
- 27 § 15.09.370 Conflict of Provisions

28 **§ 15.09.300 FINDINGS AND PURPOSE.**

 In accordance with California Civil Code Section 1946.2(g)(1)(B), the City
 Council finds the provisions of this Subchapter 15.09.300, et seq. regulating,
 among other things, just cause terminations of tenancies are more protective
 than California Civil Code Section 1946.2 for the following reasons:

1 **A.** The just cause for termination of a residential Tenancy under this
2 Subchapter 15.09.300, et seq. is consistent with California Civil Code Section
3 1946.2.

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

6 **§ 15.09.305 DEFINITIONS.**

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

9 **A.** **Code** shall mean the Culver City Municipal Code.

10 **B.** **Culver City** shall mean the City of Culver City.

11 **C.** **Director** shall mean the Community Development Director of the
12 City of Culver City, or his or her designee.

13 **D.** **For Cause Termination** shall mean a termination of Tenancy for
14 one of the reasons specified in Section 15.09.315 of this Subchapter.

15 **E.** **Housing Division** shall mean the Housing Division of the Culver
16 City Community Development Department.

17 **F.** **Housing Division Guidelines** shall mean the guidelines,
18 procedures, and rules promulgated pursuant to the authority set forth in Section
19 15.09.265.

20 **G.** **Housing Services** shall mean all services provided by the
21 Landlord related to the use or occupancy of a Rental Unit, including, but not
22 limited to, insurance, repairs, replacement, maintenance, painting, utilities,
23 heat, water, elevator service, laundry facilities, recreational areas and/or
24 pools, janitorial service, refuse removal, furnishings, parking, storage, and
25 security services.

26 **H.** **Landlord** shall mean an owner, lessor, or sublessor who receives
27 or is entitled to receive Rent for the use and occupancy of any Rental Unit or
28 portion thereof, and the representative, agent, or successor of such owner,
lessor, or sublessor.

I. **Material Rental Agreement Term** shall mean 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

1 be considered a Material Rental Agreement Term unless expressly consented
2 to in writing by the Tenant.

3 **J. No Fault Termination** shall mean a termination of Tenancy for
4 one of the reasons specified in Section 15.09.320 of this Subchapter.

5 **K. Notice of Termination** shall mean a written notice from a Landlord
6 to a Tenant that is in the form required by State law to terminate a residential
7 Tenancy and that is served in accordance with State law.

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

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

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

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

24 **P. Small Landlord** shall mean a Landlord who has no direct or
25 indirect economic interest in more than three (3) Rental Units located within or
26 outside of Culver City. Small Landlord shall not include any of the following:
27 (i) a real estate investment trust, as defined in Section 856 of the Internal
28 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.

Q. State shall mean State of California.

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

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

1 **§ 15.09.310 EVICTIONS.**

2 **A. *Application.***

- 3 1. Except as provided in Section 15.09.310.A.2 and 3, this Section
- 4 15.09.310 shall apply to any Notice of Termination, regardless
- 5 of the date it is delivered to a Tenant of a Rental Unit, if the
- 6 Tenant has not vacated the Rental Unit as of October 30, 2020.
- 7 2. This Section 15.09.310 shall only apply after at least one Tenant
- 8 has continuously and lawfully occupied the Rental Unit for
- 9 twelve (12) months or more.
- 10 3. This Section 15.09.310 shall not apply to a Rental Unit that
- 11 lacks its own bathroom or kitchen facility and is occupied by a
- 12 Tenant who uses a bathroom or kitchen facility in common with
- 13 the Landlord or a member of Landlord’s immediate family.

14 **B. *Cause Required to Terminate Tenancy.*** No Landlord may

15 terminate a Tenancy unless the Landlord can demonstrate all of the following:

- 16 1. The Landlord served a Notice of Termination on the Tenant
- 17 in accordance with the procedures set forth in California Code of Civil
- 18 Procedure Section 1162; and
- 19 2. The termination qualifies as a For Cause Termination or No
- 20 Fault Termination; and
- 21 3. The Notice of Termination states the reason for termination
- 22 in reasonable detail and states whether the termination is a For Cause
- 23 Termination or a No Fault Termination; and
- 24 4. The Landlord has given the notice to the Tenant required by
- 25 this Section 15.09.310.B.4, as follows:
 - 26 a. The notice must be in writing of no less than 12-point
 - 27 type and include the following: “The Culver City
 - 28 Municipal Code requires that after at least one tenant
 - has continuously and lawfully occupied a rental unit for
 - 12 months or more, the landlord must provide a
 - statement of cause in any notice to terminate a Tenancy.
 - See Section 15.09.300, et seq., of the Culver City
 - Municipal Code for more information.”

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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.

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 Section 15.09.325.G.

6. The Landlord has submitted to the Culver City Housing Division, 9770 Culver Boulevard, Culver City, CA 90232, via certified mail, return receipt requested, within five (5) 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 service of the Notice of Termination on the Tenant in accordance with California Code of Civil Procedure Section 1162. Landlord shall submit proof of service to the City and shall submit copies of any notice of relocation assistance required by Section 15.09.325.G as evidence that Landlord has complied with this Section 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 Section 5.B.4 of the Interim Rent Control Ordinance, Landlord shall submit to the Housing Division the documentation required by this Section 15.09.310.B within five (5) days of October 30, 2020.

C. Void Notice of Termination. If the Landlord fails to satisfy the requirements of Section 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 Section 15.09.310.B, including the Landlord's failure to provide the Housing Division with a true and accurate copy of the Notice of Termination with proof of service. The Housing Division will accept copies of all Notices of Termination received in accordance with this Section 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 Division will endeavor to provide confirmation to the requesting party that such Notice of

1 Termination was received. Notwithstanding the foregoing, the City assumes no
2 responsibility for errors or omissions in its response, and the City's response or
3 lack thereof shall in no way create a City duty, impose an obligation on the City
4 with respect to the requirements of this Section 15.09.310, or otherwise lead to
5 legal or equitable liability on behalf of the City.

6 **§ 15.09.315 FOR CAUSE TERMINATION.**

7 If a Landlord can show any of the following circumstances with respect to
8 a termination of Tenancy, the termination will qualify as a For Cause Termination:

9 **A.** Tenant failed to pay Rent within three (3) days of written notice
10 being served on Tenant by Landlord demanding payment as provided in
11 paragraph (2) of California Code of Civil Procedure Section 1161;

12 **B.** Tenant violated a Material Rental Agreement Term and did not cure
13 such violation within ten (10) days after receiving written notice from the Landlord
14 of such violation, which 10-day period shall run concurrently with the notice
15 periods required by paragraph (3) of California Code of Civil Procedure Section
16 1161 and Civil Code section 1946.2(c);

17 **C.** Tenant has continued to refuse, after Landlord has provided a
18 written request, reasonable access to the Rental Unit by the Landlord in
19 accordance with California Civil Code Sections 1101.5 and 1954 and California
20 Health and Safety Code Sections 13113.7 and 17926.1;

21 **D.** Tenant has used the Rental Unit to create a nuisance or for an
22 illegal purpose as provided in paragraph (4) of California Code of Civil Procedure
23 Section 1161, including:

- 24 1. A crime committed by a Tenant of a Rental Unit which involves
25 use of a gun, a deadly weapon or serious bodily injury and for
26 which a police report has been filed; or
- 27 2. A threat of violent crime, which includes any statement made
28 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 Section 15.09.315.D if the court determines that:

(i) 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

(ii) 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.
2. Remove the Rental Unit permanently from rental housing use pursuant to State law.

B. Subject to Section 15.09.320.B.2, Landlord seeks in good faith to recover possession of the Rental Unit for use and occupancy by:

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1. 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 (3) 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 (3) years. However, Landlord may use this Section 15.09.320.B.2 to qualify as a No Fault Termination only once for a particular person in all Rental Units in Culver City owned by the Landlord.

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If the Rental Agreement was entered into on or after July 1, 2020, this Section 15.09.320.B.2 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.

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2. A Landlord may not recover possession of a Rental Unit pursuant to the provisions of Section 15.09.320.B.1 if:
 - a. any Tenant in the Rental Unit has continuously resided in the Rental Unit for at least 10 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 Section 423 or handicapped as defined in Section 50072 of the California Health and Safety Code; or
 - 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 Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code Section 50079.5).
 - 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

1 Unit is assigned, and the Notice of Termination
2 requires that the Rental Unit be vacated during the
3 current school term.

4 **3.** A Landlord may recover possession of a Rental Unit pursuant to
5 the provisions of Section 15.09.320.B.1 if the Rental Unit has
6 the same number of bedrooms needed by the Landlord or the
7 Landlord's eligible relative, and only if it is the most recently
8 occupied Rental Unit in the rental complex, and the Tenant of
9 that Rental Unit is not protected from termination of Tenancy
10 pursuant to the provisions of Section 15.09.320.B.2. However, a
11 Landlord may recover possession of a different Rental Unit if
12 required because of a medical necessity of Landlord or
13 Landlord's eligible relative, as certified by a treating physician
14 licensed to practice in the State of California.

15 **C.** Landlord seeks in good faith to recover possession of the Rental
16 Unit in order to comply with a deed restriction, regulatory restriction contained in
17 an agreement with a government agency, or other recorded document as
18 affordable housing for persons and families of extremely low, very low, low, or
19 moderate income, or an agreement that provides housing subsidies for
20 affordable housing for persons and families for extremely low, very low, low, or
21 moderate income, as defined in this Code or comparable State or federal
22 statutes.

23 **D.** Landlord seeks in good faith to recover possession of the Rental
24 Unit in order to comply with a government agency's order to vacate, or any other
25 order that necessitates the vacating of the Rental Unit or the building housing the
26 Rental Unit, as a result of a violation of this Code or any other provision of law.

27 **§ 15.09.325 RELOCATION ASSISTANCE.**

28 **A.** If a Notice of Termination is based on the No Fault Termination
grounds set forth in Section 15.09.320 of this Subchapter, then the Landlord shall
pay a relocation fee in the amount of three (3) 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 & Urban Development for a comparable unit in
the same ZIP code, plus one thousand dollars (\$1,000.00). The relocation fee
established by this Section 15.09.325 shall be reduced by fifty percent (50%) for
a Small Landlord, only in the case where the No Fault Termination is based on
grounds set forth in Section 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 (2) 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 twelve (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 Section 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 Twenty-Second 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 Section 15.09.325.B.3, the Landlord shall pay one-half (1/2) of the relocation assistance no later than five (5) business days following service of the Notice of Termination and one-half (1/2) of the relocation assistance no later than five (5) business days after the Tenant has vacated the Rental Unit.

C. This Section 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 Section 15.09.320.A of this Subchapter.

1 **2.** Tenant received written notice, prior to entering into a Rental
2 Agreement, that an application to convert the building to a
3 condominium, stock cooperative or community apartment
4 project was on file with the City or had already been approved,
5 whichever the case may be, and the Notice of Termination is
6 based on the grounds set forth in Section 15.09.320.A of this
7 Subchapter.

8 **3.** The Landlord seeks in good faith to recover possession of the
9 Rental Unit in order to comply with a governmental agency's
10 or court's order to vacate the Rental Unit or the building
11 housing the Rental Unit due to conditions caused by a natural
12 disaster or act of God.

13 **D.** Notwithstanding the date of the Notice of Termination, this Section
14 15.09.325 shall apply in any case where Tenant has received a Notice of
15 Termination based on the No Fault Termination grounds set forth in Section
16 15.09.320, but has not yet vacated the Rental Unit as of October 30, 2020.

17 **E.** The requirements set forth in this Section 15.09.325 are applicable
18 to all Rental Units, regardless of whether the Rental Unit was created, leased,
19 subleased or occupied in violation of any provision of law.

20 **F.** Nothing in this Section 15.09.325 relieves a Landlord from the
21 obligation to provide relocation assistance pursuant to any other provision of
22 local, state or federal law. If a Tenant is entitled to monetary relocation benefits
23 from the Landlord pursuant to any other provision, of local, state or federal law or
24 if the Tenant receives monetary relocation benefits from a government agency,
25 then such monetary benefits shall operate as a credit against monetary benefits
26 required to be paid to the Tenant under this Section 15.09.325.

27 **G.** When relocation assistance is required by this Section 15.09.325,
28 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."

1 **§ 15.09.330 TENANT PROTECTIONS DURING TEMPORARY**
2 **UNTENANTABLE CONDITIONS.**

3 **A.** Temporary untenantable conditions resulting from the activities
4 described in Section 15.09.330.C, below, are not a valid basis for No Fault
5 Termination under Section 15.09.320.

6 **B.** Landlords must mitigate untenantable conditions resulting from the
7 activities described in Subsection 15.09.330.C, below, either through actions to
8 ensure that Tenants can safely remain in their Rental Unit during the work or
9 through the temporary relocation of Tenants to comparable alternative housing
10 accommodations. These two mitigation measures should not be regarded as
11 mutually exclusive but rather as complementary approaches that might be
12 appropriate to different stages of the construction. Untenantable conditions
13 include the conditions described in California Civil Code Section 1941.1 and any
14 other condition that makes the Rental Unit incapable of being safely occupied.

15 **C.** The activities described below will be subject to the mitigation
16 requirements of this Section 15.09.330:

- 17 **1.** Substantial rehabilitation consisting of the replacement or
18 substantial modification of any structural, electrical, plumbing, or
19 mechanical system that requires a permit from a governmental
20 agency, or the abatement of hazardous materials, including
21 lead-based paint, mold, or asbestos, in accordance with
22 applicable federal, state, and local laws, that cannot be
23 reasonably accomplished in a safe manner with the tenant in
24 place. Cosmetic improvements alone, including painting,
25 decorating, and minor repairs, or other work that can be
26 performed safely without having the residential real property
27 vacated, do not qualify as substantial rehabilitation.
- 28 **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.
- 4.** Fumigation occurs that cannot be completed when a Rental Unit
 is occupied.

D. In order to mitigate temporary untenantable conditions, in
 accordance with Section 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 thirty (30) days prior to commencement of construction or, as soon as practicable in the event of an emergency and in no event less than twenty-four (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 Section 15.09.330.C will make the Rental Unit an untenable dwelling, as defined in California Civil Code Section 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:

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- 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;
 - 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

1 displaced Tenant depends, and amenities, including the
2 allowance for pets should the Tenant have pets permitted
3 under the Rental Agreement or by law.

4 **b.** If the Landlord provides comparable housing at any time
5 during the period of displacement, the Tenant shall be
6 entitled to remain at that same comparable housing unit
7 throughout the period of displacement.

8 **c.** The Landlord shall pay all costs associated with the
9 temporary housing, including rent, even if the temporary
10 housing is more expensive than the Tenant's existing Rental
11 Unit.

12 **d.** If the temporary housing is unfurnished, the landlord shall
13 provide essential furnishings and household items or pay
14 reasonable moving costs for the Tenant to move essential
15 furniture and household items to and from the Rental Unit
16 and the temporary housing.

17 **e.** The Landlord and Tenant may agree that the Tenant will
18 occupy a non-comparable replacement unit provided that the
19 Tenant is compensated for any reduction in
20 accommodations, amenities, and services.

21 **4.** A Landlord and Tenant may mutually agree to allow the
22 Landlord to pay the Tenant a per diem amount for each day of
23 temporary relocation in lieu of providing temporary replacement
24 housing. The agreement shall be in writing and signed by the
25 Landlord and Tenant and shall contain the Tenant's
26 acknowledgment that he/she received notice of his/her
27 relocation rights under this Section 15.09.330.E and that the
28 Tenant understands his/her rights.

5. The temporary housing required by this Section 15.09.330.E
shall be available to Tenant within twenty-four hours (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
Section 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,

1 building or safety laws or any governmental order and the
2 Tenant shall retain all rights of Tenancy that existed prior to the
displacement.

3 7. The Tenant shall remain responsible to pay Rent to the
4 Landlord that is due for the Tenant's existing Rental Unit during
the period of displacement.

5 8. The Landlord and the Tenant may mutually agree upon a
6 housing type or benefits other than the temporary housing or
7 benefits required by this Section 15.09.330. A copy of the
8 written agreement signed by both Landlord and Tenant must be
9 filed with the Housing Division within five (5) business days after
the agreement has been fully executed.

10 9. The Landlord shall provide written notice, before the Tenant is
temporarily displaced advising the Tenant of the right to
11 reoccupy the Rental Unit under the existing terms of Tenancy
12 once the work which necessitated the displacement is
13 completed and the projected completion date of such work.
14 Unless the Landlord provides the temporary replacement
15 housing, the Tenant shall provide the Landlord with the address
16 to be used for the notifications required to be provided by the
17 Landlord under this Section 15.09.330.E. When the date on
18 which the Rental Unit will be available for reoccupancy is
19 known, or as soon as possible thereafter, the Landlord shall
20 provide written notice to the Tenant by personal delivery, or
21 registered or certified mail. If it became necessary to
temporarily relocate the Tenant for over thirty (30) days and the
22 Tenant has a separate tenancy agreement with a third party
23 housing provider, the Landlord shall give the Tenant a minimum
24 of thirty (30) days written notice to reoccupy the Rental Unit. In
25 all other cases, the landlord shall give the Tenant a minimum of
26 seven (7) days written notice to reoccupy, unless the landlord
27 gave the Tenant written notice of the date of reoccupancy prior
28 to the start of temporary relocation.

10. A copy of all written notices to Tenant required by this Section
15.09.330.E shall be filed with the Housing Division within five
(5) business days after providing such notice to Tenant.

11. Nothing in this Section 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.

1 12. The remedies under this Section 15.09.330 are cumulative and
2 in addition to any other remedies available under federal, state,
or local law.

3 **F. *Option to Voluntarily Terminate Tenancy.***

4 1. If the temporary untenable conditions of a Rental Unit are
5 projected to persist for thirty (30) days or more, the Tenant of
6 that Rental Unit shall have the option to voluntarily terminate the
7 Tenancy pursuant to a tenant buyout agreement in accordance
8 with the provisions of Section 15.09.335 of this Subchapter, and
the return of any security deposit that cannot be retained by the
Landlord under applicable law.

9 2. If the temporary untenable conditions of a Rental Unit
10 continue for 30 days longer than the projected completion date
11 of the work, as set forth in the written notice to Tenant required
12 by Section 15.09.330.E.9, the Tenant's option to voluntarily
13 terminate the Tenancy pursuant to a tenant buyout agreement
in accordance with the provisions of Section 15.09.335 of this
Subchapter shall be renewed.

14 **§ 15.09.335 TENANT BUYOUT AGREEMENTS.**

15 **A. *Landlord's Disclosure Prior to Buyout Offer.*** Prior to making a
16 buyout offer, a Landlord shall provide the Tenant a written disclosure, on a form
17 approved by the Housing Division, that shall include all of the following:

- 18 1. A statement the Tenant has a right not to enter into buyout
19 negotiations or a buyout agreement;
- 20 2. A statement the Tenant may choose to consult with an
21 attorney before entering into a buyout agreement;
- 22 3. A statement the Tenant may rescind the buyout agreement for
23 up to forty-five (45) days after it is fully executed;
- 24 4. A statement the Tenant may contact the Housing Division for
25 information about other buyout agreements in the Tenant's
26 neighborhood and other relevant information;
- 27 5. Any other information required by the Housing Division
28 consistent with the purpose and provisions of this Section
15.09.335; and

1 6. A space for Tenant to sign and write the date the Landlord
2 provided the Tenant with the disclosure.

3 **B. Requirement for Buyout Agreements.** A buyout agreement that
4 does not satisfy all the requirements of this Section 15.09.335 shall be deemed
5 void and of no force or effect. The buyout agreement shall:

6 1. Be in writing in the Tenant's primary language. The Landlord
7 shall give Tenant a copy of the proposed buyout agreement at
8 least ten (10) business days before it is executed.

9 2. Include the following statement in bold letters in at least
10 fourteen-point (14 pt) type in close proximity to the space
11 reserved for the Tenant's signature:

12 a. "You may cancel this buyout agreement in writing at
13 any time before the forty-fifth (45th) day after all
14 parties have signed this buyout agreement."

15 b. "You have a right not to enter into a buyout
16 agreement."

17 c. "You may choose to consult with an attorney before
18 signing this buyout agreement. The Culver City
19 Housing Division may also have information about
20 other buyout agreements in your neighborhood."

21 3. Provide to the Tenant a copy of the fully executed buyout
22 agreement.

23 4. Include a buyout amount that is no less than the amount of
24 relocation assistance required by Section 15.09.325.A.

25 **C. Rescission of Buyout Agreement.** A Tenant shall have the right
26 to rescind a buyout agreement for up to forty-five (45) days after its execution by
27 all parties. In order to rescind a buyout agreement, the Tenant must hand-deliver,
28 email, or send by certified mail, return receipt requested, a statement to the
29 Landlord indicating the Tenant has rescinded the buyout agreement.

30 **D. Filing of Buyout Agreement and Disclosure Notice.** The
31 Landlord shall file a copy of the executed buyout agreement, along with proof of
32 service to the Tenant of the disclosure notice as required in this Section
33 15.09.335, within twenty (20) days after the buyout agreement is executed by all
34 parties. Buyout agreements and disclosure notices shall be filed with the Housing
35 Division.

1 **§ 15.09.340 RETALIATORY EVICTION AND ANTI-HARASSMENT.**

2 **A. *Retaliatory Eviction.***

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- 4 1. If the primary intent of the Landlord in terminating a Tenancy
- 5 or refusing to renew a Tenancy is retaliatory in nature, and if
- 6 the Tenant is not in default as to the payment of Rent, then the
- 7 Landlord may not terminate the Tenancy or refuse to renew
- 8 the Tenancy or otherwise cause the Tenant to vacate the
- 9 Rental Unit.
- 10 2. Retaliation against a Tenant because of the Tenant's exercise
- 11 of rights under this Subchapter is prohibited. In an action to
- 12 recover possession of the Rental Unit, proof of the exercise by
- 13 the Tenant of rights under this Subchapter or other applicable
- 14 law within six (6) months prior to the alleged act of retaliation
- 15 shall create a rebuttable presumption that the Landlord's act
- 16 was retaliatory.
- 17 3. Retaliation claims may be raised as a defense in an unlawful
- 18 detainer action or may be raised in other appropriate judicial
- 19 proceedings and the court may consider the protections
- 20 afforded by this Subchapter in evaluating a claim of retaliation.
- 21 Landlords shall not be subject to the City's enforcement of this
- 22 Section 15.09.340.A under Section 15.09.345.

23 **B. *Anti-Harassment.*** No Landlord, agent, contractor, subcontractor
24 or employee of the Landlord shall violate the tenant protections in Civil Code
25 Sections 789.3 and 1940.2, California's Fair Employment and Housing Act, the
26 federal Fair Housing Act, or similar state and federal laws, or engage in any acts
27 or omissions of such significance as to substantially interfere with or disturb the
28 comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of a
Rental Unit, including but not limited to the following:

- 1 1. Acting in bad faith, interrupt, terminate, or fail to provide
- 2 Housing Services required by the Rental Agreement or by
- 3 federal, State, County, or local housing, health, or safety laws;
- 4 2. Acting in bad faith, fail to perform repairs and maintenance
- 5 required by the Rental Agreement or by federal, State, County
- 6 or local housing, health, or safety laws;
- 7 3. Acting in bad faith, fail to exercise due diligence in completing
- 8 repairs and maintenance once undertaken or fail to follow
- 9 appropriate industry standards or protocols designed to

1 minimize exposure to noise, dust, lead, paint, mold, asbestos,
2 or other building materials with potentially harmful health
3 impacts;

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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;
 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;

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- 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 Section 15.09.340.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 Section 15.09.335, more frequently than once every six (6) 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 Section 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 thirty (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, 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

1 portions of a Rental Unit that are beyond the scope of an
2 authorized entry or inspection;

3 **18.** Interfere with a Tenant's right to quiet use and enjoyment of a
4 Rental Unit as that right is defined by State law;

5 **19.** Other acts or omissions that cause, are likely to cause, or are
6 intended to cause any person lawfully entitled to occupancy of
7 a Rental Unit to vacate such Rental Unit or to surrender or
8 waive any rights in relation to such occupancy; or

9 **20.** Interfere with the right of Tenant to:

10 **a.** organize as Tenants and engage in concerted
11 activities with other Tenants for the purpose of mutual
12 aid and protection;

13 **b.** provide access to tenant organizers, advocates, or
14 representatives working with or on behalf of Tenants
15 living at the property;

16 **c.** convene tenant or tenant organization meetings in an
17 appropriate space accessible to Tenants under the
18 terms of their Rental Agreement; or

19 **d.** distribute and post literature in common areas,
20 including lobby areas and bulletin boards, informing
21 other Tenants of their rights and of opportunities to
22 participate in organized Tenant activities.

23 **§ 15.09.345 PENALTIES AND ENFORCEMENT.**

24 **A. Administrative Citations.** The Housing Division is authorized to
25 take appropriate steps to enforce this Subchapter, including conducting
26 investigations of possible violations by a Landlord. The City, in its sole
27 discretion, may choose to enforce the provisions of this Subchapter through the
28 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.

1 **B. Administrative Appeals and Judicial Review of Administrative**
2 **Citations.**

3 1. **Administrative Appeal.** Any person who receives an
4 administrative citation may request an administrative hearing
5 before a Hearing Officer in accordance with Chapter 1.02 of
6 this Code.

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

12 **C. Civil Action.** The City Attorney is authorized to bring a civil action
13 and/or proceeding for violation of this Subchapter, or any guideline or rule
14 promulgated pursuant to Section 15.09.365 of this Subchapter, for civil penalties,
15 injunctive, declaratory and other equitable relief, restitution and reasonable
16 attorneys' fees and costs and may take such other steps as necessary to enforce
17 this Subchapter.

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

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

24 **F. Remedies Cumulative.**

25 1. The remedies, violations, and penalties set forth in this
26 Subchapter are cumulative and in addition to all other remedies,
27 violations, and penalties set forth in this Code, or in any other
28 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 15.09.350 of this Subchapter.

§ 15.09.350 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

1 of this Subchapter shall be liable to the aggrieved Tenant for damages and for
2 Tenant's attorneys' fees and costs. Tenants are not required to exhaust their
3 administrative remedies under this Subchapter prior to filing suit pursuant to this
4 Section 15.09.350.

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8 **§ 15.09.355 WAIVER PROHIBITED.**

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

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12 **§ 15.09.360 SEVERABILITY.**

13 If any provision of this Subchapter or the application thereof to any person,
14 property, or circumstance, is held invalid, such invalidity shall not affect other
15 provisions or applications of this Subchapter that can be given effect without the
16 invalid provision(s) or application, and to this end, the provisions of this
17 Subchapter are declared to be severable.

18
19 **§ 15.09.365 IMPLEMENTATION; RULEMAKING; AND SUBPOENA
20 AUTHORITY.**

21 The Director is authorized to administer and enforce this Subchapter,
22 which may include promulgating guidelines, procedures, and rules consistent
23 with the provisions of this Subchapter. Such Housing Division Guidelines shall
24 have the force and effect of law and may be relied upon by parties to determine
25 their rights and responsibilities under this Subchapter. In administering and
26 enforcing this Subchapter, the Director may also issue subpoenas pursuant to
27 California Government Code Section 53060.4 and may report noncompliance
28 therewith to the judge of the Superior Court.

§ 15.09.370 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 Sections 1179.01 *et seq.*), the provision of the COVID-19 Tenant
Relief Act of 2020 shall control.

1 **SECTION 3. ENVIRONMENTAL DETERMINATION.** The City Council finds
2 that this Ordinance is not subject to the California Environmental Quality Act (“CEQA”)
3 pursuant to CEQA guidelines, California Code of Regulations, Title 14, Chapter 3,
4 §15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical
5 change in the environment] and §15060(c)(3) [the activity is not a project as defined in §15378]
6 because it has no potential for resulting in physical change to the environment, directly or
7 indirectly.

8
9 **SECTION 4. EFFECTIVE DATE.** Pursuant to Section 619 of the City Charter,
10 this Ordinance shall take effect thirty (30) days after the date of its adoption. Pursuant to
11 Sections 616 and 621 of the City Charter, prior to the expiration of fifteen (15) days after the
12 adoption, the City Clerk shall cause this Ordinance, or a summary thereof, to be published in
13 the Culver City News and shall post this Ordinance or a summary thereof in at least three
14 places within the City.

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16 **SECTION 5. INTERIM RENT CONTROL ORDINANCE.** The Interim Rent
17 Control Ordinance, adopted pursuant to Ordinance No. 2019-011 and extended by Ordinance
18 No. 2020-011, shall hereby terminate and be of no further force and effect as of October 30,
19 2020.

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

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

7
8 APPROVED and ADOPTED this _____ day of _____ 2020.

9
10
11 _____
12 GÖRAN ERIKSSON, Mayor
13 City of Culver City, California

14 ATTEST:

15 APPROVED AS TO FORM:

16 _____
17 JEREMY GREEN
18 City Clerk

19 A20-00283

20 _____
21 CAROL A. SCHWAB
22 City Attorney