

ORDINANCE NO. 2019-_____

AN URGENCY ORDINANCE OF THE CITY OF CULVER CITY,
CALIFORNIA, ESTABLISHING INTERIM RENT CONTROL
MEASURES FOR A PERIOD OF 12-MONTHS, INCLUDING, BUT
NOT LIMITED TO, A PROHIBITION ON RESIDENTIAL RENT
INCREASES IN EXCESS OF FOUR PERCENT (4%) ABOVE THE
MONTHLY RENT IN EFFECT ON JUNE 11, 2019.

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. Rents throughout the Los Angeles County region are continuing to rise as
market pressures, such as increasing real estate costs, lead to a decrease of the affordability
and stability of the housing stock in the City of Culver City; and

B. Southern California Association of Governments (SCAG) determines the
Regional Housing Needs Assessment (RHNA) growth needs for each city within the SCAG
region, in addition to the unincorporated areas. According to the City's 2013-2021 Housing
Element ("Housing Element"), based on affordable housing production requirements under
RHNA, the City needs 108 additional affordable homes that would house lower-income
individuals and families in order to meet current needs. The total housing growth need for the
City of Culver City during the 2013-2021 planning period is 185 units, including 108 units of
affordable housing distributed by income category as follows:

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

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

3	Extremely Low	Very-Low	Low	Moderate	Total
4	13%	13%	15.7%	41.4%	83.1%

5 To date, the City has produced less than 50% of the required number of
6 affordable housing units; and

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8 C. According to the Housing Element, approximately 43.7% of Culver City
9 renters are "rent burdened," which is defined by the U.S. Department of Housing and Urban
10 Development (HUD) as a renter-household spending more than 30% of its household income
11 on rent; and

12 D. The 2017 Greater Los Angeles Homeless Count conducted by the Los
13 Angeles Homeless Services Authority (LAHSA) found 227 people were experiencing
14 homelessness in Culver City. While the total number of people experiencing homelessness in
15 Culver City increased 85% from the 2016 Homeless Count, the total number of unsheltered
16 people increased by 150%. In addition, for the first time since the start of the homeless
17 census, an unsheltered family of four was enumerated as part of the 2017 Homeless Census.
18 At the instruction of the Los Angeles Homeless Services Authority (LAHSA), the 2019
19 Homeless Census Data for Culver City Communities and Cities is still under review and
20 cannot be released to the public. However, it can be noted that the 2019 Homeless Count
21 found that Culver City has experienced a significant increase in unsheltered homeless
22 individuals and homeless living in cars since the prior year. Further, the Westside of Los
23 Angeles witnessed the highest increase in homelessness of 19% compared to other regions of
24 Los Angeles County; and
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1 E. The City will experience unprecedented job growth over the next four
2 years with the introduction of approximately 5,749 new employees set to join the Culver City
3 labor market related to new tech and media businesses. This increase of new employees will
4 likely cause substantial pressure on the Culver City rental housing market, which has limited
5 housing stock; and

6 F. At its June 24, 2019 meeting, the City Council directed staff to return with
7 interim rent control measures modeled after the Los Angeles County Temporary Rent
8 Stabilization Ordinance and to include, but not be limited to, a rent increase cap; just cause
9 and no fault eviction provisions; a process for landlords to petition for relief from the rent
10 increase cap in certain circumstances; a rental registry; and relocation assistance benefits;
11 and
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13 G. This Interim Ordinance includes regulations that are intended to increase
14 stability for Tenant households and promote predictability in the rental housing market while
15 the City studies whether a permanent rent control program is warranted; and
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17 H. The housing and economic conditions discussed in this Section 1
18 detrimentally impact a substantial number of Tenant households in Culver City, which impact
19 constitutes a threat to the public health, safety, and welfare, and a particular hardship for
20 seniors, persons living on fixed-incomes, families with school-age children, and other
21 vulnerable persons who reside in Rental Units in the Culver City; and
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23 I. With the lack of current regulation and the recent public awareness and
24 discussion by the City Council of the potential adoption of new policies to stabilize Rents
25 charged to Tenants, it is reasonable to conclude that Landlords may seek to increase Rents
26 in anticipation of imminent regulation, and that increases in Rent would exacerbate the
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1 housing and economic conditions, increasing economic hardship for certain Tenant
2 households leading to increased household displacement and homelessness, which effects
3 constitute a threat to the public health, safety, and welfare of the residents of Culver City; and

4 J. This Interim Ordinance allows an annual increase in Rent charged for
5 Covered Rental Units during the period this Interim Ordinance is in effect, and such figure, in
6 combination with the possibility of individualized determinations following a hearing for
7 Landlords unable to earn a fair return under the provisions of this Interim Ordinance, is
8 found and determined to provide a fair and reasonable return, and has been calculated to
9 encourage good management, reward efficiency, and discourage the flight of capital, to be
10 commensurate with returns on comparable investments, but not so high as to defeat the
11 purpose of preventing excessive Rents; and

12 K. This Interim Ordinance establishes a reference date of June 11, 2019 for
13 the purpose of establishing the baseline rent from which the annual increase may be assessed
14 during the 12-month interim period. June 11, 2019 was selected for the reference date, as it is
15 the earliest confirmed date when notice of upcoming City Council discussion of a rent cap was
16 made widely available to the public; and

17 L. Unless this Interim Ordinance takes effect immediately, as provided
18 herein, there is a high likelihood that residential renters will be subject to economic hardship
19 and potential displacement to the detriment of the public health, safety and welfare.
20 Accordingly, the City Council finds there is a current and immediate threat to the public health,
21 safety or welfare and that increases in Rent for certain residential tenancies, and terminations
22 of residential tenancies without cause, would result in that threat to the public health, safety or
23 welfare absent implementation of the restrictions contained in this interim ordinance.
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2 **SECTION 2. INTERIM RENT CONTROL MEASURES.** Based on the findings

3 set forth in Section 1, the City Council hereby determines that interim rent control measures
4 are warranted for a period of 12 months, from the date of August 12, 2019 through and
5 including August 11, 2020, as follows:

6 **A. Interim Prohibition on Rent Increases.** No Landlord may request or
7 receive Rent for the monthly use and occupancy of a Covered Rental Unit in excess of the
8 allowable monthly amount of Rent due and payable under this Interim Ordinance.

9 **B. Exemptions.** This Interim Ordinance shall not apply to any dwelling units
10 expressly exempt pursuant to any provision of state or federal law, and such units shall be
11 exempt from the provisions of this Interim Ordinance. The following dwelling units are also
12 specifically exempt from Section 2 (Interim Rent Control Measures), Section 4 (Rent
13 Increases), and Section 8 (Petitions) of this Interim Ordinance:

14 **1.** Any dwelling unit that has a certificate of occupancy or equivalent
15 permit for residential occupancy issued after February 1, 1995. For this purpose,
16 certificate of occupancy is the certificate first issued before the property is used
17 for any residential purposes; or

18 **2.** Any dwelling unit that is alienable separate from the title to any
19 other dwelling unit, including single family residences, condominiums, and
20 townhomes, but excluding mobilehomes offered for rent by the owner of the
21 mobilehome;

22 **3.** Any dwelling unit that is a subdivided interest in a subdivision, as
23 specified in California Business and Professions Code Section 11004.5 (b), (d)
24 and (f).

25 **4.** Any accessory dwelling unit, as defined in CCMC Section
26 17.700.010, and
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1 5. Any dwelling unit for which the Landlord receives federal, state, or
2 local housing subsidies, including, but not limited to, federal housing assistance
3 vouchers issued under Section 8 of the United States Housing Act of 1937 line 9
4 (42 U.S.C. Sec. 1437f).

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6 **SECTION 3. DEFINITIONS.** For purposes of this Interim Ordinance, the
7 following definitions shall apply:

8 A. **CCMC** shall mean the Culver City Municipal Code.

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

10 C. **Covered Rental Unit** shall mean any Rental Unit that is not exempt,
11 pursuant to Section 2 of this Interim Ordinance.

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

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

16 F. **For Cause** shall mean a termination of tenancy for one of the reasons
17 specified in Section 5.B of this Interim Ordinance.

18 G. **Hearing Officer** shall mean the person designated by the Director to
19 conduct a review hearing under Section 6 of this Interim Ordinance.

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

25 I. **Landlord** shall mean an owner, lessor, or sublessor who receives or is
26 entitled to receive Rent for the use and occupancy of any Rental Unit or portion thereof, and
27 the representative, agent, or successor of such owner, lessor, or sublessor. For purposes of
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1 this Interim Ordinance, a Landlord does not include an individual whose primary residence is
2 the same Rental Unit as the Tenant.

3 J. **Material Rental Agreement Term** shall mean any provision in a rental
4 agreement that is reasonable, legal, and accepted in writing by the Tenant as material.
5 Adding additional occupants in an existing tenancy is not a breach of a Material Rental
6 Agreement Term so long as the number of occupants does not exceed the maximum number
7 of occupants as determined by State law, and new terms added to an existing rental
8 agreement cannot be considered a Material Rental Agreement Term unless expressly
9 consented to in writing by the Tenant.

10 K. **No Fault** shall mean a termination of tenancy for one of the reasons
11 specified in Section 5.C of this Interim Ordinance.

12 L. **Notice of Termination** shall mean a written notice from a Landlord to a
13 Tenant that, in addition to any information required by State or federal law to terminate a
14 residential tenancy, identifies at least one For Cause or No Fault reason that permits the
15 Landlord to terminate the tenancy.

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

21 N. **Rental Unit** shall mean any dwelling unit as defined in California Civil
22 Code Section 1940 (c), including joint living and work quarters, located within the jurisdictional
23 boundaries of the City of Culver City and used for human habitation in consideration of
24 payment of Rent, whether or not such use is legally permitted, including mobilehomes rented
25 by the owner of the mobilehome and accessory dwelling units. For purposes of Section 5
26 (Evictions), Section 6 (Relocation Assistance), and Section 7 (Rent Registry), the term "Rental
27 Unit" does not include any dwelling unit that lacks its own bathroom or kitchen facility and is
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1 occupied by a Tenant who uses a bathroom or kitchen facility in common with the Landlord or
2 a member of Landlord's immediate family.

3 O. **Responsible Person** shall mean a person responsible for, or alleged to
4 be responsible for, a violation of this Interim Ordinance.

5 P. **State** shall mean State of California.

6 Q. **Tenant** shall mean a person entitled, by written or oral agreement, or by
7 sufferance, to the use or occupancy of any Rental Unit.

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9 **SECTION 4. RENT INCREASES.** As of the effect date of this Interim Ordinance,
10 no Landlord may request, receive, or retain Rent for a Covered Rental Unit from an existing
11 Tenant whose tenancy began on or before June 11, 2019, in an amount that exceeds the
12 monthly Rent that was in effect on June 11, 2019, plus any Rent increase authorized by this
13 Section 4. No Landlord may request, receive, or retain Rent for a Covered Rental Unit from a
14 Tenant whose tenancy began after June 11, 2019, which amount exceeds the initial monthly
15 Rent charged for the Covered Rental Unit, plus any increase authorized by this Section, if
16 applicable.

17 A. **Rent Increases Generally.** While this Interim Ordinance is in effect,
18 Rent for a Covered Rental Unit may be increased no more than four percent (4%) above the
19 monthly Rent in effect on June 11, 2019, or the initial Rent charged for tenancies that began
20 after June 11, 2019. Following the effective date of this Interim Ordinance:

21 1. For any Covered Rental Unit in which Rent for a particular Tenant
22 household has not been increased by four percent (4%) of the Rent in effect on
23 June 11, 2019, the Rent for that particular Tenant household may only be
24 increased by an amount that, when added to the amount of any Rent increase
25 noticed on or after June 11, 2019, does not exceed four percent (4%) of: (a) the
26 monthly Rent in effect on June 11, 2019; or (b) the initial Rent charged if the
27 tenancy began after June 11, 2019.
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1 **2.** For any Covered Rental Unit in which the Rent for the Tenant
2 household has been increased more than four percent (4%) above the Rent in
3 effect on June 11, 2019, the Rent for that particular Tenant household shall be
4 capped at the monthly Rent in effect as of June 11, 2019, plus four percent (4%).
5 In the event that a Tenant household has already paid Rent in excess of a four
6 percent (4%) increase above the Rent in effect on June 11, 2019, the Landlord
7 shall credit the Tenant for the balance of the overpayment. The Landlord may
8 elect to either: (a) pay the Tenant the balance of the overpayment directly in one
9 lump sum; or (b) give the Tenant a credit against the Rent otherwise due from
10 the Tenant to the Landlord over a six-month period.

11 **3.** Not more than one Rent increase may be imposed on a Tenant
12 household in any 12-month period following the effective date of this interim
13 Ordinance.

14 **B. *Rent Increases Following Vacancies.*** Notwithstanding any other
15 provisions set forth in this Interim Ordinance to the contrary, a Landlord may set an initial Rent
16 for Covered Rental Unit without restriction at the commencement of a new tenancy where no
17 Tenant is an occupant of the Covered Rental Unit in question. After the Landlord sets the
18 initial Rent for such Covered Rental Unit, the Landlord may only increase the Rent as provided
19 by this Interim Ordinance

20 **C. *Housing Service Adjustments.*** A decrease in Housing Services is
21 considered an increase in Rent. A Tenant may petition for an adjustment in Rent based on a
22 decrease in Housing Services under the process set forth in Section 6 of this Interim
23 Ordinance.

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1 **SECTION 5. EVICTIONS.**

2 **A. *Application.*** This Section 5 shall apply to any Notice of Termination of
3 Tenancy, regardless of the date it is delivered to a Tenant of a Rental Unit, if the Tenant has
4 not vacated the Rental Unit as of the effective date of this Interim Ordinance.

5 **B. *Cause Required to Terminate Tenancy.*** No Landlord may terminate a
6 residential tenancy of a Tenant occupying a Rental Unit unless the Landlord can demonstrate
7 all of the following:

8 **1.** The Landlord served a Notice of Termination on the Tenant in
9 accordance with California Code of Civil Procedure Section 1162; and

10 **2.** The Landlord has not accepted and will not accept Rent or any
11 other consideration in return for the continued use of the Rental Unit beyond the
12 term of the terminated tenancy in compliance with California Civil Code Sections
13 1945, 1946, and 1946.1; and

14 **3.** The termination qualifies as a For Cause or No Fault termination;
15 and

16 **4.** The Landlord has submitted to the Culver City Housing Division,
17 9770 Culver Boulevard, Culver City, CA 90232, via certified mail, return receipt
18 requested, within five (5) calendar days after service on the Tenant, a true and
19 accurate copy of the Notice of Termination, with proof of such service on the
20 tenant(s) attached. Evidence of proof of service may include receipt of delivery of
21 the notice by the Tenant or a sworn statement by the Landlord under penalty of
22 perjury under the laws of the State of California that confirms service of the Notice
23 of Termination on the Tenant in accordance with California Code of Civil
24 Procedure Section 1162. Landlord shall submit proof of service to the City as
25 evidence that Landlord has complied with this Section 5.B.4. If the Notice of
26 Termination was served on Tenant prior to the effective date of this Interim
27 Ordinance, Landlord shall submit to the Housing Division the documentation
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1 required by this Section 5.B.4 within five (5) days of the effective date of this
2 Interim Ordinance.

3 A Tenant may challenge the validity of a Landlord's legal action to terminate
4 a tenancy, including a suit for unlawful detainer, based on a Landlord's failure to
5 comply with any or all of the requirements included in Section 5.B, including the
6 Landlord's failure to provide the Housing Division with a true and accurate copy of
7 the Notice of Termination with proof of service. The Housing Division will accept
8 copies of all Notices of Termination received in accordance with this Section 5
9 and, upon written request of a Tenant who verifies residency in the Rental Unit
10 that is the subject of the Notice of Termination, and/or upon the written request of
11 the Landlord who submitted the Notice of Termination, the Housing Division will
12 endeavor to provide confirmation to the requesting party that such Notice of
13 Termination was received. Notwithstanding the foregoing, the City assumes no
14 responsibility for errors or omissions in its response, and the City's response or
15 lack thereof shall in no way create a City duty, impose an obligation on the City
16 with respect to the requirements of this Section 5, or otherwise lead to legal or
17 equitable liability on behalf of the City.

18 **C. For Cause Termination.** If a Landlord can show any of the following
19 circumstances with respect to a termination of tenancy, the termination will qualify as a For
20 Cause termination:

21 **1.** Tenant failed to pay Rent within three (3) days of receiving written
22 notice from the Landlord demanding payment as provided in California Code of
23 Civil Procedure Section 1161(2);

24 **2.** Tenant violated a Material Rental Agreement Term as provided in
25 California Code of Civil Procedure Section 1161(3) and did not cure such
26 violation within ten (10) days after receiving written notice from the Landlord of
27 such violation;
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1 **3.** Tenant has continued to refuse, after Landlord has provided a
2 written request, reasonable access to the Rental Unit by the Landlord in
3 accordance with California Civil Code Section 1954;

4 **4.** Tenant, or Tenant's guest or invitee, is creating or maintaining a
5 nuisance in, or is causing damage to, the Rental Unit, or the appurtenances
6 thereof, or to the common areas of the rental complex, or creating an
7 unreasonable interference with the comfort, safety or enjoyment of any other
8 residents of the rental complex within one thousand (1,000) feet outside the
9 boundary line of the rental complex. The term "nuisance" as used herein
10 includes, but is not limited to:

11 **a.** Maintaining a dangerous and unsanitary condition and that
12 condition has not been promptly abated or repaired after written notice to
13 the Tenant from the Landlord and the passage of a reasonable cure
14 period.

15 **b.** Any gang-related crime, any documented activity commonly
16 associated with illegal drug dealing, including complaints of noise, steady
17 traffic day and night to a particular unit, barricaded units, sighting of
18 weapons, drug loitering as defined in California Health and Safety Code
19 Section 11532, or other drug related circumstances brought to the
20 attention of the Landlord by other tenants, persons within the community,
21 law enforcement agencies or prosecutorial agencies. For purposes of this
22 Section 5.B.4.b, gang-related crime is any crime in which the perpetrator
23 is a known member of a gang, or any crime motivated by gang
24 membership in which the victim or intended victim of the crime is a known
25 member of a gang.

26 **5.** Tenant, or Tenant's guest or invitee, is using the Rental Unit, the
27 common areas of the Rental Unit or rental complex containing the Rental Unit, or
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1 an area within one thousand (1,000) feet outside the boundary line of the rental
2 complex, to be used for any illegal purpose. The term "illegal purpose" as used
3 herein, includes, but is not limited to:

4 **a.** A violation of the provisions of Divisions 10 through 10.7 of
5 the California Health and Safety Code.

6 **b.** A crime committed by a Tenant of a Rental Unit which
7 involves use of a gun, a deadly weapon or serious bodily injury and for
8 which a police report has been filed, but not a crime that is committed
9 against a person residing in the same Rental Unit as the person
10 committing the crime.

11 **c.** A threat of violent crime, which includes any statement
12 made by a Tenant, or at his or her request, by his or her agent to any
13 person who is on the premises that includes the Rental Unit or to the
14 Landlord, or his or her agent, threatening the commission of a crime which
15 will result in death or great bodily injury to another person, with the
16 specific intent that the statement is to be taken as a threat, even if there
17 is no intent of actually carrying it out, when on its face and under the
18 circumstances in which it is made, it is so unequivocal, immediate and
19 specific as to convey to the person threatened, a gravity of purpose and
20 an immediate prospect of execution of the threat, and thereby causes that
21 person reasonably to be in sustained fear for his or her own safety or for
22 his or her immediate family's safety, but not including a threat that is
23 committed against a person who is residing in the same Rental Unit as
24 the person making the threat.

25 The act or acts constituting domestic violence or sexual
26 assault or stalking against the Tenant or a member of Tenant's household
27 cannot form the substantial basis of a For Cause reason to terminate the
28 tenancy of the victim of such acts. A member of a Tenant household may

1 raise such facts as an affirmative defense to an action terminating the
2 tenancy.

3 **D. No Fault Termination.** If a Landlord can show any of the following
4 circumstances with respect to a termination of tenancy, the termination will qualify as a No
5 Fault termination:

6 **1.** Landlord seeks in good faith to recover possession in order to:

7 **a.** Demolish the Rental Unit.

8 **b.** Remove the Rental Unit permanently from rental housing use
9 pursuant to State law.

10 **c.** Perform work on the building or buildings housing the Rental
11 Unit(s); and:

12 **i.** Such work costs not less than the product of eight (8) times
13 the amount of the monthly Rent times the number of Rental Units upon
14 which such work is performed. For purposes of this section, the
15 monthly Rent shall be the average of the preceding twelve (12) month
16 period; and

17 **ii.** The work necessitates the eviction of Tenant because such
18 work will render the Rental Unit uninhabitable for a period of not less
19 than thirty (30) calendar days, except that if Landlord seeks to recover
20 possession for the purposes of converting the Rental Unit into a
21 condominium, cooperative or community apartment, Landlord must
22 comply with the notice requirements of Government Code Section
23 66427.1.

24 **2.** Subject to Section 5.D.2.d, Landlord seeks in good faith to recover
25 possession of the Rental Unit for use and occupancy by:

26 **a.** A resident manager, provided that no alternative vacant unit is
27 available for occupancy by a resident manager; except that
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1 where a building has an existing resident manager, the owner
2 may only evict the existing resident manager in order to replace
3 him or her with a new manager.

4 **b.** Landlord or Landlord's spouse registered domestic partner,
5 children, grandchildren, parents, grandparents, brother, sister,
6 father-in-law, mother-in-law, son-in-law, or daughter-in-law, as a
7 primary place of residence. The Rental Unit must be occupied
8 as the primary residence within three (3) months of the Tenant
9 household vacating the Rental Unit, and the Rental Unit must
10 continue to be occupied as the primary residence for at least 12
11 months. However, Landlord may use this Section C.2.b to
12 qualify as a No Fault termination only once for a particular
13 person in each rental complex of the Landlord.

14 **c.** A Tenant that requires an occupancy agreement and intake,
15 case management or counseling as part of the tenancy.

16 **d.** A Landlord may not recover possession of a Rental Unit
17 pursuant to the provisions of either Section 5.D.2.a or Section
18 5.D.2.b if:

- 19 i. any Tenant in the Rental Unit has continuously
20 resided in the Rental Unit for at least ten years, and is
21 either: (a) 62 years of age or older; or (b) disabled as
22 defined in Title 42 United States Code Section 423 or
23 handicapped as defined in Section 50072 of the
24 California Health and Safety Code; or
25 ii. any Tenant in the Rental Unit is terminally ill as
26 certified by a treating physician licensed to practice in
27 the State of California.
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1 e. A Landlord may recover possession of a Rental Unit pursuant
2 to the provisions of either Section 5.D.2.a or Section 5.D.2.b
3 only from a Tenant who is the most recent Tenant, if not
4 protected from termination of tenancy pursuant to the provisions
5 of Section 5.D.2.d, to occupy a Rental Unit in the building with
6 the same number of bedrooms needed by the Landlord, the
7 Landlord's eligible relative or the resident manager, except that
8 a Landlord may recover possession from a different tenant if a
9 different unit is required because of medical necessity, as
10 certified by a treating physician licensed to practice in the State
11 of California.

12 3. Landlord seeks in good faith to recover possession of the Rental
13 Unit in order to comply with a government agency's order to vacate, or any other
14 order that necessitates the vacating of the building, housing or unit as a result of
15 a violation of the CCMC or any other provision of law.

16 4. Landlord seeks in good faith to recover possession of the Rental
17 Unit in order to comply with a contractual agreement relating to the qualifications
18 of tenancy with a governmental entity, where Tenant is no longer qualified.

19 **SECTION 6. RELOCATION ASSISTANCE.**

20 A. If a termination of tenancy of a Rental Unit is based on the No Fault
21 termination grounds set forth in Section 5.D of this Interim Ordinance, then the Landlord shall
22 pay a relocation fee in the amount of two (2) times Tenant's current Rent in effect, plus one
23 thousand dollars (\$1,000.00).

24 B. The relocation fee shall be paid to the Tenant or Tenants as
25 follows:

26 1. The entire relocation fee shall be paid to a Tenant who is the
27 only Tenant in a Rental Unit; or
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1 **2.** If a Rental Unit is occupied by two (2) or more Tenants, then
2 each Tenant of the Rental Unit shall be paid a pro-rata share of the
3 relocation fee.

4 **3.** Landlord may deduct from the relocation fee payable any
5 and all past due rent owed by Tenant during the twelve (12) months prior
6 to termination of tenancy and may deduct from the relocation fee any
7 amounts paid by the Landlord for any extraordinary wear and tear or
8 damage cause by the Tenant, cleaning, or other purposes served by a
9 security deposit as defined by the rental agreement, to the extent the
10 security deposit is insufficient to provide the amounts due for such costs.

11 **4.** After taking into account any adjustments in the amount of
12 the relocation assistance provided herein, as set forth in Section 6.B.3,
13 the Landlord shall pay one-half (1/2) of the relocation assistance no later
14 than five (5) business days following service of the notice to a Tenant of
15 the termination and one-half (1/2) of the relocation assistance no later
16 than five (5) business days after the Tenant has vacated the rental unit.

17 **C.** This Section 6 shall not apply in any of the following circumstances:

18 **1.** Tenant received written notice, prior to entering into a
19 written or oral tenancy agreement, that an application to subdivide the
20 property for condominium, stock cooperative or community apartment
21 purposes was on file with the City or had already been approved,
22 whichever the case may be, and that the existing building would be
23 demolished or relocated in connection with the proposed new subdivision,
24 and the termination of tenancy is based on the grounds set forth in
25 Section 5.C.1 of this Interim Ordinance.

26 **2.** The Tenant received written notice, prior to entering into a
27 written or oral tenancy agreement, that an application to convert the
28 building to a condominium, stock cooperative or community apartment

1 project was on file with the City or had already been approved, whichever
2 the case may be, and the termination of tenancy is based on the grounds
3 set forth in Section 5.C.1 of this Interim Ordinance.

4 **3.** The Landlord seeks in good faith to recover possession of
5 the Rental Unit for use and occupancy by a resident manager, provided
6 that the resident manager is replacing the existing resident manager in the
7 same unit. For the purposes of this exception, a resident manager shall
8 not include the Landlord, or the Landlord's spouse, children or parents.

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

13 **5.** The Tenant receives, as part of the eviction, relocation
14 assistance from another government agency, and such amount is equal to
15 or greater than the amount provided for by this Section 6.

16 **D.** Notwithstanding the date of the notice of termination of tenancy,
17 this Section 6 shall apply in any case where Tenant has received a notice of termination of
18 tenancy based on the No Fault termination grounds set forth in Section 5.D, but has not yet
19 vacated the Rental unit as of the effective date of this Interim Ordinance.

20 **E.** The requirements set forth in this Section 6 are applicable to all
21 Rental Units, regardless of whether the Rental Unit was created or established in violation of
22 any provision of law.

23 **F.** Nothing in this Section 6 relieves a Landlord from the obligation to
24 provide relocation assistance pursuant to any other provision of local, state or federal law. If a
25 Tenant is entitled to monetary relocation benefits pursuant to any other provision, of local,
26 state or federal law, then such monetary benefits shall operate as a credit against monetary
27 benefits required to be paid to the Tenant under this Section 6.
28

1 **G.** Where applicable, written notice of a Tenant's entitlement to
2 relocation assistance shall be provided by the Landlord at the same time the Landlord
3 provides notice of termination of tenancy of a Rental Unit. Such notice shall be substantially
4 consistent with the following: "Pursuant to the requirements of Section 6 of the City's Interim
5 Rent Control Measures, a landlord must provide qualifying tenants this notice of the tenant's
6 eligibility for relocation assistance at the same time the landlord provides a notice of
7 termination of tenancy. Qualifying tenants are entitled to a relocation fee in the amount of two
8 (2) times Tenant's current Rent in effect, plus one thousand dollars (\$1,000.00)."

9
10 **SECTION 7. RENT REGISTRY.**

11 **A. Registration Required.** No Landlord shall demand or accept
12 Rent for a Rental Unit without first procuring and serving on the Tenant or displaying in a
13 conspicuous place a valid written Rent Registration certificate issued by the Housing Division,
14 as set forth in this Section 7.

15 **B. Registration Process.**

16 **1.** A Landlord shall provide Rent amount and tenancy
17 information for every Rental Unit subject to this Interim Ordinance on a Rent
18 Registration form provided by the Housing Division. This information shall be
19 submitted within 180 days of the effective date of this Interim Ordinance.
20 Registration is complete only when all Rent amounts and tenancy
21 information, including emergency contact information, is provided.

22 **2.** Every Rental Unit Rent Registration certificate issued on or
23 after the effective date of this Interim Ordinance shall expire at midnight on
24 the expiration date of this Interim Ordinance as set forth in Section 15 of this
25 Interim Ordinance.

26 **3.** A Landlord of a Rental Unit which is not registered with the
27 Housing Division shall provide the Housing Division, on the form approved by
28

1 the Housing Division and accompanied by supporting documentation, a
2 written declaration stating the facts upon which the Landlord bases a claim of
3 exclusion from the requirements of this Section 7. If a Landlord fails to
4 submit a written declaration and supporting documents within 180 days of the
5 effective date of this Interim Ordinance, the Rental Unit shall be deemed to
6 be subject to the provisions of this Section 7. If a Landlord declares that the
7 Rental Unit is not subject to the registration requirements of this Section 7
8 because the Rental Unit is vacant, the Landlord shall provide a certification to
9 the Housing Division declaring that the unit is and shall remain vacant, and
10 the unit shall be secured against unauthorized entry.

11 4. For every property for which a Landlord is required to
12 procure a written Rent Registration certificate pursuant to this Section 7, the
13 Landlord shall post a notice on a form provided by the Housing Division,
14 providing information about this Interim Ordinance and Housing Division
15 contact information. Notices must be posted in a conspicuous location in the
16 common area, at the entry or entries to the building or units, or other similar
17 location or locations as necessary to provide Tenants a reasonable
18 opportunity to view the notice. The notice shall be written in English and
19 Spanish, and in any other languages as required by the Housing Division.

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

22 1. The Housing Division shall provide written notification to the
23 Landlord of a failure to comply with this Section 7 and allow 15 calendar
24 days to respond. The Housing Division shall not issue a Rent Registration
25 certificate for the Rental Unit until the Landlord has substantially complied
26 by providing the rental information as required by Section 7.B.

1 2. Any Landlord disputing the Housing Division's notification of
2 deficient registration may file a written appeal with the Director within 10
3 calendar days of the date of the notice of deficiency. The Director shall
4 provide a written notice within 30 calendar days of its appeal decision,
5 which shall be a final administrative decision.
6

7 **SECTION 8. PETITIONS.**

8 **A. *Petitions for Relief from Interim Ordinance.*** If a Landlord
9 desires to increase the Rent for a Covered Rental Unit in an amount greater than allowed in
10 Section 4 of this Interim Ordinance, and the Landlord contends that the limitations on Rent
11 increases in Section 4 will prevent the Landlord from receiving a fair and reasonable return
12 with respect to the operation of the property containing the Covered Rental Unit, the Landlord
13 may file a petition with the Housing Division requesting a hearing, which will be heard by a
14 Hearing Officer appointed by the Director. The Landlord shall mail a copy of the petition by
15 first class mail, postage prepaid, to all Tenants whose Rents are the subject of the petition
16 within five (5) calendar days after the date the petition is filed. Within ten (10) calendar days
17 after the date the petition is filed, the Landlord shall file a proof of service signed under penalty
18 of perjury stating that a copy of the petition was mailed to all such Tenants. The petition shall
19 include a statement indicating the basis on which the Landlord contends that the limitations of
20 this Interim Ordinance on Rent increases will prevent the Landlord from receiving a fair and
21 reasonable return, together with any evidence that the Landlord wants the Hearing Officer to
22 consider. The Landlord shall bear the burden of proving by a preponderance of the evidence
23 at the hearing that because of the implementation of this Interim Ordinance, the Landlord is
24 unable to obtain a fair and reasonable return.

25 **B. *Petitions for Noncompliance.***

26 1. If a Tenant contends that a proposed or actual Rent increase is
27 not in compliance with this Interim Ordinance, the Tenant may file a petition with
28 the Housing Division requesting a hearing, which will be heard before a Hearing

1 Officer appointed by the Director. The Tenant shall mail a copy of the petition by
2 first class mail, postage prepaid, to the appropriate Landlord whose Rents are
3 the subject of the petition within five (5) calendar days after the date the petition
4 is filed. Within ten (10) calendar days after the date the petition is filed, the
5 Tenant shall file a proof of service signed under penalty of perjury stating that a
6 copy of the petition was mailed to all such Landlords. The petition shall include a
7 statement indicating the basis on which the Tenant contends that a proposed or
8 actual Rent increase is in violation of this Interim Ordinance, together with any
9 evidence that the Tenant wants the Hearing Officer to consider. The Tenant
10 shall bear the burden of proving by a preponderance of the evidence at the
11 hearing that the proposed Rent increase is not in compliance with this Interim
12 Ordinance.

13 **2.** A Landlord who is determined by the Hearing Officer to be in
14 violation of this Interim Ordinance may be subject to an administrative fine of up
15 to One Thousand Dollars (\$1,000.00). Each separate day, or any portion
16 thereof, during which any violation of such Interim Ordinance occurs or continues
17 constitutes a separate violation.

18 **C. *Hearing Procedure.***

19 **1.** A hearing before the Hearing Officer shall be set for a date no
20 sooner than fifteen (15) days and no later than sixty (60) days after receipt of the
21 request and proof of service on any request complying with the requirements of
22 this Section 6, unless the Hearing Officer determines that good cause exists for
23 an extension of time.

24 **a.** In the instance of a Landlord's petition filed pursuant to
25 Section 8.A, upon setting the hearing date, the Hearing Officer shall send
26 written notice to the Landlord of the date, time and place set for the
27 hearing. Upon receipt, the Landlord shall post such notice in a
28 conspicuous place at the affected property including the Covered Rental

1 Units that are the subject of the petition. Such notice shall be placed on a
2 written instrument that is at least 11 inches in width and 17 inches in
3 length, and shall be placed not less than four (4) feet above ground level
4 in the common area, at the entry or entries to the building or units, or
5 other similar location or locations as necessary to provide Tenants a
6 reasonable opportunity to view the notice and be advised of the hearing.
7 Within five (5) calendar days of receipt of the notice of hearing, the
8 Landlord shall personally deliver a copy of the notice to each Tenant in
9 the affected Covered Rental Units.

10 **b.** In the instance of a Tenant's petition, filed pursuant to
11 Section 6.B, upon setting the hearing date, the Hearing Officer shall send
12 written notice to the Tenant and Landlord of the date, time and place set
13 for the hearing.

14 **2.** At the hearing, the party filing the petition shall be given the
15 opportunity to testify, call witnesses and to present evidence concerning the
16 petition.

17 **3.** In the instance of a Landlord's petition, filed pursuant to Section
18 8.A, the Hearing Officer may hear testimony from the Tenants in the affected
19 Covered Rental Units.

20 **4.** In the instance of a Tenant's petition, filed pursuant to Section 8.B,
21 the Hearing Officer may hear testimony from the Landlord.

22 **5.** The Hearing Officer may continue the hearing and request
23 additional information from the Landlord or Tenant prior to issuing a written
24 decision.

25 **6.** The Hearing Officer shall have the power to issue orders to keep
26 order and decorum during the hearing.

27 **7.** All hearings conducted by the Hearing Officer shall be open to the
28 public.

1 **D. Hearing Continuance.** The Hearing Officer may, in his or her discretion,
2 grant a continuance of the hearing date upon a request and a showing of good cause by the
3 Landlord or Tenant. The request must be made in writing and be received by the Hearing
4 Officer at least five (5) business days prior to the hearing date. In the instance of a Landlord's
5 continuance request, the Landlord must personally deliver a copy of the request to the
6 affected Tenant(s). In the instance of a Tenant's continuance request, the Tenant must
7 personally deliver a copy of the request to the Landlord. In no event shall the continuance be
8 longer than fifteen (15) calendar days from the originally scheduled hearing date.

9 **E. Evaluation of Petitions.** In evaluating the petitions from a Landlord or
10 Tenant, the Hearing Officer shall consider all relevant factors that may potentially impact a
11 Landlord's ability to obtain a fair and reasonable return and shall consider the basis for the
12 calculation of any increase in Rent. Relevant factors may include, but are not limited to,
13 changes in costs to the Landlord attributable to increased utility rates, property taxes,
14 insurance, advertising, variable mortgage interest rates, governmental assessments and fees,
15 incidental services, employee costs, normal repair and maintenance, upgrading and addition
16 of amenities or services, rent rolls, financial statements, expert analysis, and relevant studies.

17 **F. Hearing Officer Decision.**

18 1. After considering all of the testimony and evidence submitted at
19 the hearing, within 20 calendar days after the conclusion of the hearing, the
20 Hearing Officer shall issue a written decision denying, affirming or modifying the
21 petition and shall adopt written findings in support of that decision. In the
22 instance of a Landlord's petition filed pursuant to Section 8.A, the written
23 decision shall be served by first-class mail, postage prepaid on the Landlord and
24 Landlord shall post such notice in a conspicuous place at the property containing
25 the affected Covered Rental Units. Within five (5) calendar days of receipt of the
26 written decision, the Landlord shall personally deliver a copy of the written
27 decision to each Tenant in the affected Covered Rental Units. In the instance of
28 a Tenant's petition filed pursuant to Section 8.B, the Hearing Officer shall send a

1 copy of the written decision to the Tenant and the Landlord, each by first-class
2 mail, postage prepaid. The Hearing Officer's decision shall be final, unless an
3 administrative penalty has been assessed.

4 **2.** If the Hearing Officer determines that a Landlord is in violation of
5 this Interim Ordinance and assesses an administrative penalty, the Landlord may
6 file a request with the Housing Division for a separate administrative hearing
7 before a Hearing Officer to contest the imposition and/or the amount of the
8 administrative penalty in accordance with the procedures identified in Culver City
9 Municipal Code (CCMC) Section 1.02.045. Unless a Landlord requests an
10 administrative hearing to contest the imposition of the administrative penalty,
11 pursuant to CCMC Section 1.02.045, the assessment of the administrative
12 penalty shall constitute the final administrative order of the City with respect to
13 said administrative penalty, and the penalty shall be due and payable by the
14 Landlord to the City of Culver City within 10 calendar days following assessment
15 of the administrative penalty.

16 **G. Judicial Review of Hearing Officer Decision.** Any person directly
17 aggrieved by an administrative decision of a Hearing Officer pertaining to a Petition for Relief
18 from Interim Ordinance, Petition for Noncompliance, or assessment of an administrative
19 penalty, may seek judicial review in the Superior Court pursuant to Government Code Section
20 53069.4 and/or Code of Civil Procedure Sections 1094.5 and 1094.6.

21 **SECTION 9. ENFORCEMENT AND ADMINISTRATIVE FINES.**

22 **A. Administrative Citations.** The Housing Division is authorized to take
23 appropriate steps to enforce this Interim Ordinance, including conducting investigations of
24 possible violations by a Landlord. The City, in its sole discretion, may choose to enforce the
25 provisions of this Interim Ordinance through the administrative citation process set forth in
26 Chapter 1.02 of the CCMC. Notwithstanding any provision in Chapter 1.02 to the contrary,
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1 each violation of any provision of this Interim Ordinance may be subject to an administrative
2 fine of up to \$1,000. Each separate day, or any portion thereof, during which any violation of
3 such Interim Ordinance occurs or continues, constitutes a separate violation. The City's
4 decision to pursue or not pursue enforcement of any kind shall not affect a Tenant's rights to
5 pursue civil remedies.

6 **B. *Administrative Appeals and Judicial Review.***

7 **1. *Administrative Appeal.*** Any person who receives an administrative
8 citation may request an administrative hearing before a Hearing Officer in
9 accordance with CCMC Chapter 1.02.

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

13 **C. *Civil Action.*** The City Attorney is authorized to bring a civil action and/or
14 proceeding for violation of this Interim Ordinance or any rule or guideline promulgated
15 pursuant to Section 11 of this Interim Ordinance for civil penalties, injunctive, declaratory and
16 other equitable relief, restitution and reasonable attorneys' fees and costs and may take such
17 other steps as necessary to enforce this Interim Ordinance.

18
19 **SECTION 10. CIVIL REMEDIES.**

20 **A.** Any Tenant aggrieved by a violation of this Interim Ordinance may bring a
21 civil suit in the courts of the State alleging a violation of this Interim Ordinance. In a civil suit,
22 a Landlord found to be in violation of this Interim Ordinance shall be liable to the aggrieved
23 Tenant. A prevailing Tenant in a civil action shall be awarded attorneys' fees and costs. No
24 administrative remedy need be exhausted prior to filing suit pursuant to this Section.

25 **B.** Nothing in this Interim Ordinance shall be interpreted to deprive a
26 Landlord of the ability to earn a fair and reasonable return from a property or to preclude a
27
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1 Landlord from terminating a tenancy in accordance with this Interim Ordinance and California
2 Code of Civil Procedure section 1161.

3
4 **SECTION 11. IMPLEMENTATION; RULEMAKING; AND SUBPOENA**
5 **AUTHORITY.**

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

14
15 **SECTION 12. URGENCY MEASURE.** Based on the findings set forth in
16 Section 1, the City Council finds and declares this Interim Ordinance to be necessary for the
17 immediate preservation of the public health, safety and welfare and upon that basis has
18 determined that an urgency measure, pursuant to Government Code Section 36937(b) and
19 Culver City Charter Section 614, is warranted and shall take effect immediately upon adoption
20 by a four-fifths vote of the City Council.

21 **SECTION 13. RENT CONTROL STUDY.** During the 12-month interim period,
22 City staff is directed to further study and analyze whether a permanent rent control program is
23 warranted. Such study should include, but not be limited to, peer jurisdiction rent control and
24 tenant protection programs, rental market analysis, rent control/tenant protection program
25 administration, landlord and tenant grievance, hearing and due process procedures, and
26 staffing and costs.

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

9
10 **SECTION 15. EFFECTIVE DATE.** Pursuant to Culver City Charter Section 614
11 and Government Code Section 36937(b), this Interim Ordinance shall be introduced and
12 adopted at one and the same meeting and shall become effective immediately. This Interim
13 Ordinance shall be of no further force or effect upon the expiration of 12 months from the date
14 of adoption, unless extended in accordance with Culver City Charter Section 614 and
15 Government Code Section 36937(b).

16
17 **SECTION 16. SEVERABILITY.** The City Council hereby declares that, if any
18 provision, section, subsection, paragraph, sentence, phrase or word of this Interim Ordinance
19 is rendered or declared invalid or unconstitutional by any final action in a court of competent
20 jurisdiction or by reason of any preemptive legislation, then the City Council would have
21 independently adopted the remaining provisions, sections, subsections, paragraphs,
22 sentences, phrases or words of this Interim Ordinance and as such they shall remain in full
23 force and effect.

24
25 **SECTION 17. PUBLICATION.** Pursuant to Sections 616 and 621 of the City
26 Charter, prior to the expiration of fifteen (15) days after the adoption, the City Clerk shall cause
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1 this Interim Ordinance, or a summary thereof, to be published in the Culver City News and
2 shall post this Interim Ordinance or a summary thereof in at least three places within the City.
3

4
5 APPROVED and ADOPTED this _____ day of _____ 2019.
6

7
8 MEGHAN SAHLI-WELLS, MAYOR
9 City of Culver City, California

10 ATTEST:

11 APPROVED AS TO FORM:

12
13 JEREMY GREEN
14 City Clerk

15 A19-00565

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for CAROL A. SCHWAB
City Attorney