

ORDINANCE NO. 2019 -011

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 THREE PERCENT (3%) 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%    | <b>83.1%</b> |

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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1           **SECTION 2. INTERIM RENT CONTROL MEASURES.** Based on the findings  
2 set forth in Section 1, the City Council hereby determines that interim rent control measures  
3 are warranted for a period of 12 months, from the date of August 12, 2019 through and  
4 including August 11, 2020, as follows:

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

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

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

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

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

24           4. Any dwelling unit for which the Landlord receives federal, state, or  
25 local housing subsidies, including, but not limited to, federal housing assistance  
26 vouchers issued under Section 8 of the United States Housing Act of 1937 line 9  
27 (42 U.S.C. Sec. 1437f).  
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1                   **SECTION 3. DEFINITIONS.** For purposes of this Interim Ordinance, the  
2 following definitions shall apply:

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

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

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

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

9                   E.     **Housing Division** shall mean the Housing Division of the Culver City  
10 Community Development Department.

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

13                  G.     **Hearing Officer** shall mean the person designated by the Director to  
14 conduct a review hearing under Section 8 of this Interim Ordinance.

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

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

25                  J.     **Material Rental Agreement Term** shall mean any provision in a rental  
26 agreement that is reasonable, legal, and accepted in writing by the Tenant as material.  
27 Adding additional occupants in an existing tenancy is not a breach of a Material Rental  
28 Agreement Term so long as the number of occupants does not exceed the maximum number

1 of occupants as determined by State law, and new terms added to an existing rental  
2 agreement cannot be considered a Material Rental Agreement Term unless expressly  
3 consented to in writing by the Tenant.

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

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

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

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

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

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

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

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

12           **A.     Rent Increases Generally.** While this Interim Ordinance is in effect,  
13 Rent for a Covered Rental Unit may be increased no more than three percent (3%) above the  
14 monthly Rent in effect on June 11, 2019, or the initial Rent charged for tenancies that began  
15 after June 11, 2019. Following the effective date of this Interim Ordinance:

16           1.     For any Covered Rental Unit in which Rent for a particular Tenant  
17 household has not been increased by three percent (3%) of the Rent in effect on  
18 June 11, 2019, the Rent for that particular Tenant household may only be  
19 increased by an amount that, when added to the amount of any Rent increase  
20 noticed on or after June 11, 2019, does not exceed three percent (3%) of: (a) the  
21 monthly Rent in effect on June 11, 2019; or (b) the initial Rent charged if the  
22 tenancy began after June 11, 2019.

23           2.     For any Covered Rental Unit in which the Rent for the Tenant  
24 household has been increased more than three percent (3%) above the Rent in  
25 effect on June 11, 2019, the Rent for that particular Tenant household shall be  
26 capped at the monthly Rent in effect as of June 11, 2019, plus three percent  
27 (3%). In the event that a Tenant household has already paid Rent in excess of a  
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1 three percent (3%) increase above the Rent in effect on June 11, 2019, the  
2 Landlord shall credit the Tenant for the balance of the overpayment. The  
3 Landlord may elect to either: (a) pay the Tenant the balance of the overpayment  
4 directly in one lump sum; or (b) give the Tenant a credit against the Rent  
5 otherwise due from the Tenant to the Landlord over a six-month period.

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

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

15 **C. Housing Service Adjustments.** A decrease in Housing Services is  
16 considered an increase in Rent. A Tenant may petition for an adjustment in Rent based on a  
17 decrease in Housing Services under the process set forth in Section 8 of this Interim  
18 Ordinance.

## 19 **SECTION 5. EVICTIONS.**

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

23 **B. Cause Required to Terminate Tenancy.** No Landlord may terminate a  
24 residential tenancy of a Tenant occupying a Rental Unit unless the Landlord can demonstrate  
25 all of the following:  
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1           1.     The Landlord served a Notice of Termination on the Tenant in  
2 accordance with California Code of Civil Procedure Section 1162; and

3           2.     The Landlord has not accepted and will not accept Rent or any  
4 other consideration in return for the continued use of the Rental Unit beyond the  
5 term of the terminated tenancy in compliance with California Civil Code Sections  
6 1945, 1946, and 1946.1; and

7           3.     The termination qualifies as a For Cause or No Fault termination;  
8 and

9           4.     The Landlord has submitted to the Culver City Housing Division,  
10 9770 Culver Boulevard, Culver City, CA 90232, via certified mail, return receipt  
11 requested, within five (5) calendar days after service on the Tenant, a true and  
12 accurate copy of the Notice of Termination, with proof of such service on the  
13 tenant(s) attached. Evidence of proof of service may include receipt of delivery of  
14 the notice by the Tenant or a sworn statement by the Landlord under penalty of  
15 perjury under the laws of the State of California that confirms service of the Notice  
16 of Termination on the Tenant in accordance with California Code of Civil  
17 Procedure Section 1162. Landlord shall submit proof of service to the City as  
18 evidence that Landlord has complied with this Section 5.B.4. If the Notice of  
19 Termination was served on Tenant prior to the effective date of this Interim  
20 Ordinance, Landlord shall submit to the Housing Division the documentation  
21 required by this Section 5.B.4 within five (5) days of the effective date of this  
22 Interim Ordinance.

23           A Tenant may challenge the validity of a Landlord's legal action to terminate  
24 a tenancy, including a suit for unlawful detainer, based on a Landlord's failure to  
25 comply with any or all of the requirements included in Section 5.B, including the  
26 Landlord's failure to provide the Housing Division with a true and accurate copy of  
27 the Notice of Termination with proof of service. The Housing Division will accept  
28 copies of all Notices of Termination received in accordance with this Section 5

1 and, upon written request of a Tenant who verifies residency in the Rental Unit  
2 that is the subject of the Notice of Termination, and/or upon the written request of  
3 the Landlord who submitted the Notice of Termination, the Housing Division will  
4 endeavor to provide confirmation to the requesting party that such Notice of  
5 Termination was received. Notwithstanding the foregoing, the City assumes no  
6 responsibility for errors or omissions in its response, and the City's response or  
7 lack thereof shall in no way create a City duty, impose an obligation on the City  
8 with respect to the requirements of this Section 5, or otherwise lead to legal or  
9 equitable liability on behalf of the City.

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

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

16 2. Tenant violated a Material Rental Agreement Term as provided in  
17 California Code of Civil Procedure Section 1161(3) and did not cure such  
18 violation within ten (10) days after receiving written notice from the Landlord of  
19 such violation;

20 3. Tenant has continued to refuse, after Landlord has provided a  
21 written request, reasonable access to the Rental Unit by the Landlord in  
22 accordance with California Civil Code Section 1954;

23 4. Tenant has used the Rental Unit by to create a nuisance or for an  
24 illegal purpose as provided in California Code of Civil Procedure Section  
25 1161(4), including:

26 a. A crime committed by a Tenant of a Rental Unit which involves  
27 use of a gun, a deadly weapon or serious bodily injury and for  
28 which a police report has been filed, but not a crime that is

1 committed against a person residing in the same Rental Unit as  
2 the person committing the crime; or

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

19 c. Tenant has created or is maintaining a dangerous and  
20 unsanitary condition and that condition has not been promptly  
21 abated or repaired after written notice to the Tenant from the  
22 Landlord and the passage of a reasonable cure period.

23 The act or acts constituting domestic violence or sexual assault or  
24 stalking against the Tenant or a member of Tenant's household cannot form the  
25 substantial basis of a For Cause reason to terminate the tenancy of the victim of  
26 such acts. A member of a Tenant household may raise such facts as an  
27 affirmative defense to an action terminating the tenancy.  
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1           **D.   No Fault Termination.**   If a Landlord can show any of the following  
2 circumstances with respect to a termination of tenancy, the termination will qualify as a No  
3 Fault termination:

4           1. Landlord seeks in good faith to recover possession in order to  
5           imminently:

6           a. Demolish the Rental Unit.

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

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

11           a. A resident manager, provided that no alternative vacant unit is  
12           available for occupancy by a resident manager; except that  
13           where a building has an existing resident manager, the owner  
14           may only evict the existing resident manager in order to replace  
15           him or her with a new manager.

16           b. Landlord or Landlord's spouse registered domestic partner,  
17           children, grandchildren, parents, grandparents, brother, sister,  
18           father-in-law, mother-in-law, son-in-law, or daughter-in-law, as a  
19           primary place of residence. The Rental Unit must be occupied  
20           as the primary residence within three (3) months of the Tenant  
21           household vacating the Rental Unit, and the Rental Unit must  
22           continue to be occupied as the primary residence for at least 12  
23           months. However, Landlord may use this Section 5.D.2.b to  
24           qualify as a No Fault termination only once for a particular  
25           person in each rental complex of the Landlord.

26           c. A Tenant that requires an occupancy agreement and intake,  
27           case management or counseling as part of the tenancy.  
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1 d. A Landlord may not recover possession of a Rental Unit  
2 pursuant to the provisions of either Section 5.D.2.a or Section  
3 5.D.2.b if:

4 i. any Tenant in the Rental Unit has continuously  
5 resided in the Rental Unit for at least ten years, and is  
6 either: (a) 62 years of age or older; or (b) disabled as  
7 defined in Title 42 United States Code Section 423 or  
8 handicapped as defined in Section 50072 of the  
9 California Health and Safety Code; or

10 ii. any Tenant in the Rental Unit is terminally ill as  
11 certified by a treating physician licensed to practice in  
12 the State of California.

13 e. A Landlord may recover possession of a Rental Unit pursuant  
14 to the provisions of either Section 5.D.2.a or Section 5.D.2.b if  
15 the Rental Unit has the same number of bedrooms needed by  
16 the Landlord, the Landlord's eligible relative or the resident  
17 manager, and only if it is the most recently occupied Rental Unit  
18 in the rental complex, and the Tenant of that Rental Unit is not  
19 protected from termination of tenancy pursuant to the provisions  
20 of Section 5.D.2.d. However, a Landlord may recover  
21 possession of a different Rental Unit if required because of a  
22 medical necessity of Landlord, Landlord's eligible relative or the  
23 resident manager, as certified by a treating physician licensed  
24 to practice in the State of California.

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

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

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7 **SECTION 6. RELOCATION ASSISTANCE.**

8 **A.** If a termination of tenancy of a Rental Unit is based on the No Fault  
9 termination grounds set forth in Section 5.D of this Interim Ordinance, then the Landlord shall  
10 pay a relocation fee in the amount of three (3) times Tenant's current Rent in effect, plus one  
11 thousand dollars (\$1,000.00).

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

13 1. The entire relocation fee shall be paid to a Tenant who is the  
14 only Tenant in a Rental Unit; or

15 2. If a Rental Unit is occupied by two (2) or more Tenants, then  
16 each Tenant of the Rental Unit shall be paid a pro-rata share of the  
17 relocation fee.

18 3. Landlord may deduct from the relocation fee payable any  
19 and all past due rent owed by Tenant during the twelve (12) months prior  
20 to termination of tenancy and may deduct from the relocation fee any  
21 amounts paid by the Landlord for any extraordinary wear and tear or  
22 damage cause by the Tenant, cleaning, or other purposes served by a  
23 security deposit as defined by the rental agreement, to the extent the  
24 security deposit is insufficient to provide the amounts due for such costs.

25 4. After taking into account any adjustments in the amount of  
26 the relocation assistance provided herein, as set forth in Section 6.B.3,  
27 the Landlord shall pay one-half (1/2) of the relocation assistance no later  
28 than five (5) business days following service of the notice to a Tenant of

1 the termination and one-half (1/2) of the relocation assistance no later  
2 than five (5) business days after the Tenant has vacated the rental unit.

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

4 1. Tenant received written notice, prior to entering into a  
5 written or oral tenancy agreement, that an application to subdivide the  
6 property for condominium, stock cooperative or community apartment  
7 purposes was on file with the City or had already been approved,  
8 whichever the case may be, and that the existing building would be  
9 demolished or relocated in connection with the proposed new subdivision,  
10 and the termination of tenancy is based on the grounds set forth in  
11 Section 5.D.1 of this Interim Ordinance.

12 2. The Tenant received written notice, prior to entering into a  
13 written or oral tenancy agreement, that an application to convert the  
14 building to a condominium, stock cooperative or community apartment  
15 project was on file with the City or had already been approved, whichever  
16 the case may be, and the termination of tenancy is based on the grounds  
17 set forth in Section 5.D.1 of this Interim Ordinance.

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

23 4. The Landlord seeks in good faith to recover possession of  
24 the Rental Unit in order to comply with a governmental agency's order to  
25 vacate the building housing the Rental Unit due to hazardous conditions  
26 caused by a natural disaster or act of God.  
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1                   **5.**     The Tenant receives, as part of the eviction, relocation  
2                   assistance from another government agency, and such amount is equal to  
3                   or greater than the amount provided for by this Section 6.

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

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

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

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

24    ///

25    ///

1                   **SECTION 7. RENT REGISTRY.**

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

6                   **B.     *Registration Process.***

7                         1.     A Landlord shall provide Rent amount and tenancy  
8 information for every Rental Unit subject to this Interim Ordinance on a Rent  
9 Registration form provided by the Housing Division. This information shall be  
10 submitted within 180 days of the effective date of this Interim Ordinance.  
11 Registration is complete only when all Rent amounts and tenancy  
12 information, including emergency contact information, is provided.

13                        2.     Every Rental Unit Rent Registration certificate issued on or  
14 after the effective date of this Interim Ordinance shall expire at midnight on  
15 the expiration date of this Interim Ordinance as set forth in Section 15 of this  
16 Interim Ordinance.

17                        3.     A Landlord of a Rental Unit which is not registered with the  
18 Housing Division shall provide the Housing Division, on the form approved by  
19 the Housing Division and accompanied by supporting documentation, a  
20 written declaration stating the facts upon which the Landlord bases a claim of  
21 exclusion from the requirements of this Section 7. If a Landlord fails to  
22 submit a written declaration and supporting documents within 180 days of the  
23 effective date of this Interim Ordinance, the Rental Unit shall be deemed to  
24 be subject to the provisions of this Section 7. If a Landlord declares that the  
25 Rental Unit is not subject to the registration requirements of this Section 7  
26 because the Rental Unit is vacant, the Landlord shall provide a certification to  
27  
28

1 the Housing Division declaring that the unit is and shall remain vacant, and  
2 the unit shall be secured against unauthorized entry.

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

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

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

19 2. Any Landlord disputing the Housing Division's notification of  
20 deficient registration may file a written appeal with the Director within 10  
21 calendar days of the date of the notice of deficiency. The Director shall  
22 provide a written notice within 30 calendar days of its appeal decision,  
23 which shall be a final administrative decision.

24 **SECTION 8. PETITIONS.**

25 **A. *Petitions for Relief from Interim Ordinance.*** If a Landlord desires to  
26 increase the Rent for a Covered Rental Unit in an amount greater than allowed in Section 4 of  
27  
28

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

16 ***B. Petitions for Noncompliance.***

17 1. If a Tenant contends that a proposed or actual Rent increase is  
18 not in compliance with this Interim Ordinance, the Tenant may file a petition with  
19 the Housing Division requesting a hearing, which will be heard before a Hearing  
20 Officer appointed by the Director. The Tenant shall mail a copy of the petition by  
21 first class mail, postage prepaid, to the appropriate Landlord whose Rents are  
22 the subject of the petition within five (5) calendar days after the date the petition  
23 is filed. Within ten (10) calendar days after the date the petition is filed, the  
24 Tenant shall file a proof of service signed under penalty of perjury stating that a  
25 copy of the petition was mailed to all such Landlords. The petition shall include a  
26 statement indicating the basis on which the Tenant contends that a proposed or  
27 actual Rent increase is in violation of this Interim Ordinance, together with any  
28 evidence that the Tenant wants the Hearing Officer to consider. The Tenant

1 shall bear the burden of proving by a preponderance of the evidence at the  
2 hearing that the proposed Rent increase is not in compliance with this Interim  
3 Ordinance.

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

9       **C. Hearing Procedure.**

10       **1.** A hearing before the Hearing Officer shall be set for a date no  
11 sooner than fifteen (15) days and no later than sixty (60) days after receipt of the  
12 request and proof of service on any request complying with the requirements of  
13 this Section 8, unless the Hearing Officer determines that good cause exists for  
14 an extension of time.

15       **a.** In the instance of a Landlord's petition filed pursuant to  
16 Section 8.A, upon setting the hearing date, the Hearing Officer shall send  
17 written notice to the Landlord of the date, time and place set for the  
18 hearing. Upon receipt, the Landlord shall post such notice in a  
19 conspicuous place at the affected property including the Covered Rental  
20 Units that are the subject of the petition. Such notice shall be placed on a  
21 written instrument that is at least 11 inches in width and 17 inches in  
22 length, and shall be placed not less than four (4) feet above ground level  
23 in the common area, at the entry or entries to the building or units, or  
24 other similar location or locations as necessary to provide Tenants a  
25 reasonable opportunity to view the notice and be advised of the hearing.  
26 Within five (5) calendar days of receipt of the notice of hearing, the  
27 Landlord shall personally deliver a copy of the notice to each Tenant in  
28 the affected Covered Rental Units.

1                   b.     In the instance of a Tenant's petition, filed pursuant to  
2                   Section 8.B, upon setting the hearing date, the Hearing Officer shall send  
3                   written notice to the Tenant and Landlord of the date, time and place set  
4                   for the hearing.

5                   2.     At the hearing, the party filing the petition shall be given the  
6                   opportunity to testify, call witnesses and to present evidence concerning the  
7                   petition.

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

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

13                  5.     The Hearing Officer may continue the hearing and request  
14                  additional information from the Landlord or Tenant prior to issuing a written  
15                  decision.

16                  6.     The Hearing Officer shall have the power to issue orders to keep  
17                  order and decorum during the hearing.

18                  7.     All hearings conducted by the Hearing Officer shall be open to the  
19                  public.

20                  **D.     Hearing Continuance.** The Hearing Officer may, in his or her discretion,  
21                  grant a continuance of the hearing date upon a request and a showing of good cause by the  
22                  Landlord or Tenant. The request must be made in writing and be received by the Hearing  
23                  Officer at least five (5) business days prior to the hearing date. In the instance of a Landlord's  
24                  continuance request, the Landlord must personally deliver a copy of the request to the  
25                  affected Tenant(s). In the instance of a Tenant's continuance request, the Tenant must  
26                  personally deliver a copy of the request to the Landlord. In no event shall the continuance be  
27                  longer than fifteen (15) calendar days from the originally scheduled hearing date.  
28

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

9           **F.     Hearing Officer Decision.**

10           1.     After considering all of the testimony and evidence submitted at  
11 the hearing, within 20 calendar days after the conclusion of the hearing, the  
12 Hearing Officer shall issue a written decision denying, affirming or modifying the  
13 petition and shall adopt written findings in support of that decision. In the  
14 instance of a Landlord's petition filed pursuant to Section 8.A, the written  
15 decision shall be served by first-class mail, postage prepaid on the Landlord and  
16 Landlord shall post such notice in a conspicuous place at the property containing  
17 the affected Covered Rental Units. Within five (5) calendar days of receipt of the  
18 written decision, the Landlord shall personally deliver a copy of the written  
19 decision to each Tenant in the affected Covered Rental Units. In the instance of  
20 a Tenant's petition filed pursuant to Section 8.B, the Hearing Officer shall send a  
21 copy of the written decision to the Tenant and the Landlord, each by first-class  
22 mail, postage prepaid. The Hearing Officer's decision shall be final, unless an  
23 administrative penalty has been assessed.

24           2.     If the Hearing Officer determines that a Landlord is in violation of  
25 this Interim Ordinance and assesses an administrative penalty, the Landlord may  
26 file a request with the Housing Division for a separate administrative hearing  
27 before a Hearing Officer to contest the imposition and/or the amount of the  
28 administrative penalty in accordance with the procedures identified in Culver City

1 Municipal Code (CCMC) Section 1.02.045. Unless a Landlord requests an  
2 administrative hearing to contest the imposition of the administrative penalty,  
3 pursuant to CCMC Section 1.02.045, the assessment of the administrative  
4 penalty shall constitute the final administrative order of the City with respect to  
5 said administrative penalty, and the penalty shall be due and payable by the  
6 Landlord to the City of Culver City within 10 calendar days following assessment  
7 of the administrative penalty.

8 **G. Judicial Review of Hearing Officer Decision.** Any person directly  
9 aggrieved by an administrative decision of a Hearing Officer pertaining to a Petition for Relief  
10 from Interim Ordinance, Petition for Noncompliance, or assessment of an administrative  
11 penalty, may seek judicial review in the Superior Court pursuant to Government Code Section  
12 53069.4 and/or Code of Civil Procedure Sections 1094.5 and 1094.6.

## 13 **SECTION 9. ENFORCEMENT AND ADMINISTRATIVE FINES.**

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

24 ///

25 ///

26 ///

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

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

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

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

13  
14           **SECTION 10. CIVIL REMEDIES.**

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

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

24     ///

25     ///

26     ///

27     ///

1                   **SECTION 11. IMPLEMENTATION; RULEMAKING; AND SUBPOENA**  
2                   **AUTHORITY.**

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

11  
12                   **SECTION 12. URGENCY MEASURE.** Based on the findings set forth in  
13 Section 1, the City Council finds and declares this Interim Ordinance to be necessary for the  
14 immediate preservation of the public health, safety and welfare and upon that basis has  
15 determined that an urgency measure, pursuant to Government Code Section 36937(b) and  
16 Culver City Charter Section 614, is warranted and shall take effect immediately upon adoption  
17 by a four-fifths vote of the City Council.

18  
19                   **SECTION 13. RENT CONTROL STUDY.** During the 12-month interim period,  
20 City staff is directed to further study and analyze whether a permanent rent control program is  
21 warranted. Such study should include, but not be limited to, peer jurisdiction rent control and  
22 tenant protection programs, rental market analysis, rent control/tenant protection program  
23 administration, landlord and tenant grievance, hearing and due process procedures, and  
24 staffing and costs.

25                   **SECTION 14. ENVIRONMENTAL DETERMINATION.** The City Council finds  
26 that this Interim Ordinance is not subject to the California Environmental Quality Act ("CEQA")  
27 pursuant to CEQA guidelines, California Code of Regulations, Title 14, Chapter 3,  
28

1 §15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical  
2 change in the environment] and §15060(c)(3) [the activity is not a project as defined in  
3 §15378] because it has no potential for resulting in physical change to the environment,  
4 directly or indirectly.

5  
6 **SECTION 15. EFFECTIVE DATE.** Pursuant to Culver City Charter Section 614  
7 and Government Code Section 36937(b), this Interim Ordinance shall be introduced and  
8 adopted at one and the same meeting and shall become effective immediately. This Interim  
9 Ordinance shall be of no further force or effect upon the expiration of 12 months from the date  
10 of adoption, unless extended in accordance with Culver City Charter Section 614 and  
11 Government Code Section 36937(b).

12  
13 **SECTION 16. SEVERABILITY.** The City Council hereby declares that, if any  
14 provision, section, subsection, paragraph, sentence, phrase or word of this Interim Ordinance  
15 is rendered or declared invalid or unconstitutional by any final action in a court of competent  
16 jurisdiction or by reason of any preemptive legislation, then the City Council would have  
17 independently adopted the remaining provisions, sections, subsections, paragraphs,  
18 sentences, phrases or words of this Interim Ordinance and as such they shall remain in full  
19 force and effect.

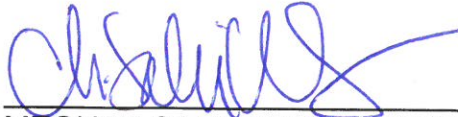
20  
21 **SECTION 17. PUBLICATION.** Pursuant to Sections 616 and 621 of the City  
22 Charter, prior to the expiration of fifteen (15) days after the adoption, the City Clerk shall cause  
23 this Interim Ordinance, or a summary thereof, to be published in the Culver City News and  
24 shall post this Interim Ordinance or a summary thereof in at least three places within the City.

25 ///

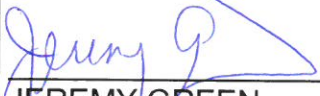
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1  
2 APPROVED and ADOPTED this 12th day of August 2019.

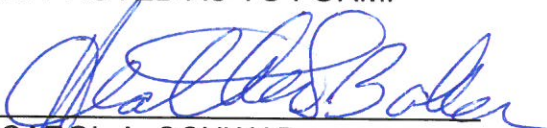
3  
4   
5 MEGHAN SAHLI-WELLS, MAYOR  
6 City of Culver City, California

7 ATTEST:

8  
9   
10 JEREMY GREEN  
11 City Clerk

12 A19-00565

13 APPROVED AS TO FORM:

14  
15   
16 CAROL A. SCHWAB  
17 City Attorney

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

Certification of Ordinance No. 2019-011

I, Jeremy Green, City Clerk of the City of Culver City, do hereby certify that the foregoing Ordinance was duly passed, approved, and adopted at a regular meeting of the City Council, which was held on the 12th day of August at the Mike Balkman Council Chambers by the following vote:

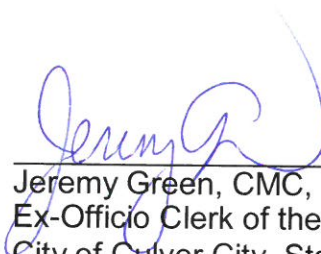
AYES: Sahli-Wells, Fisch, Lee, Small

NOES: Eriksson

ABSENT: None

ABSTAIN: None

Certified on this 12<sup>th</sup> day of August 2019, at the City of Culver City.

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



Sol Blumenfeld  
Community Development Director

# CITY OF CULVER CITY

9770 Culver Boulevard, Culver City, California 90232

310 253-5700  
310 253-5779 Fax

## INTERIM RENT CONTROL MEASURES GUIDELINE/RULE NO. 2019-01

Pursuant to the authority granted under Section 11 of Ordinance No. 2019-011 Establishing Interim Rent Control Measures (the "Ordinance"), the Community Development Director hereby issues this Guideline/Rule to clarify certain requirements of Section 7, Rent Registry, of the Ordinance.

**Authority:** Section 11 of the Ordinance provides:

*The Director is authorized to administer and enforce this Interim Ordinance, which may include promulgating guidelines and rules consistent with the provisions of this Interim Ordinance. Guidelines and rules promulgated by the Director pursuant to the authority provided under this Interim Ordinance shall have the force and effect of law and may be relied upon by parties to determine their rights and responsibilities under this Interim Ordinance.*

**Background:** Section 7.A prohibits a Landlord from collecting Rent without first procuring and serving on a Tenant or displaying in a conspicuous place a valid written Rent Registration certificate issued by the Housing Division. Section 7.B requires a Landlord to submit Rent amount and tenancy information for every Rental Unit on a Rent Registration form provided by the Housing Division within 180 days after the effective date of the Ordinance, which was August 12, 2019. It is not the intent of the Ordinance to prohibit a Landlord from collecting Rent during the referenced 180-day period. This Guideline/Rule does not exempt a Landlord from complying with the Rent Registration requirements of Section 7.B.

**Guideline/Rule:** Section 7.A will be administered by the City as follows. After the Housing Division has issued a valid Rent Registration certificate as set forth in Section 7, the Landlord shall not demand or accept Rent for a Rental Unit without first serving the Rent Registration certificate on the Tenant or displaying it in a conspicuous place.

**Issued: August 15, 2019**

  
\_\_\_\_\_  
Sol Blumenfeld  
Community Development Director