



INTERIM RENT CONTROL MEASURES - URGENCY ORDINANCE

Frequently Asked Questions

(Revised October 28, 2019)

NOTE: THIS DOCUMENT IS INTENDED TO BE A QUICK REFERENCE AND SUMMARY OF THE MOST FREQUENTLY ASKED QUESTIONS AND IS NOT INTENDED TO BE A COMPREHENSIVE GUIDE TO THE INTERIM RENT CONTROL MEASURES. FOR COMPLETE INFORMATION, PLEASE REFER TO ORDINANCE NO. 2019-011 LOCATED ON THE CITY'S WEBSITE (www.culvercity.org/rent).

1. Question: Are there currently rent control measures in effect in Culver City?

Answer: Yes. At its meeting of August 12, 2019, the City Council adopted an urgency ordinance establishing interim (temporary) rent control measures for a 12-month period. The ordinance took effect immediately upon its adoption. A summary of the key provisions of the ordinance include, but are not limited to: rent cap of 3% above rents in effect on June 11, 2019; registration of rental units; petition process for Landlords to request relief from rent cap; "for cause" and "no fault" grounds required for evictions; and relocation assistance of three times monthly rent, plus \$1,000 for no fault evictions. For more information regarding the Ordinance, please see more FAQs below and visit www.culvercity.org/rent.

2. Question: When do the interim rent control and other measures expire?

Answer: The interim measures expire on August 11, 2020, unless extended by the City Council. Prior to expiration of the interim ordinance, the City Council will receive a report from City staff, based on studies conducted and information gathered during the 12-month period, and will determine whether to extend the temporary interim period or if a permanent rent control program is warranted. Unless the 12-month interim period is extended, or the City Council adopts a permanent program at the end of the interim period, then a Landlord would no longer be subject to the ordinance's limitations. (See Ordinance Section 15)

3. Question: What is the City's authority to adopt rent control?

Answer: The police powers granted to cities by the California Constitution allow cities to regulate the rent charged for residential rental units, in order to promote the public health and welfare. However, rent regulations are subject to certain limitations imposed by state law and property owners are entitled to receive a just and reasonable return on their investment.

- 4. Question: Is the Culver City Ordinance necessary given the Governor's adoption of an Emergency Declaration relating to recent wildfires and Legislature's consideration of Assembly Bill 1482.**

Answer: *In November 2018, then acting-Governor Newsom declared a state of emergency in Los Angeles County and Ventura County as a result of the Hill and Woolsey wildfires. He also issued an executive order prohibiting rent increases greater than 10%, with certain limited exceptions. That executive order will expire in November 2019. Because the executive order will expire soon and because the allowable rent increases would not prevent hardship in light of Culver City's already high rents, the City Council felt it was necessary to develop a temporary local rent control program designed to meet local needs. Similarly, even if Assembly Bill 1482 is enacted into law in its current form, it would allow rent increases that are substantially higher than permitted under Culver City's ordinance.*

- 5. Question: What are the state law limitations on Culver City's ability to impose rent control?**

Answer: *The Costa-Hawkins Rental Housing Act was enacted by the California legislature in 1995 and places limits on local rent control ordinances. One such limitation is the exemption from rent control for certain types of residential units, including detached single-family dwellings, separately owned condominiums and townhomes, and any dwelling units that were first occupied after February 1, 1995. Further, local rent control measures must permit the owner of a rent-controlled unit to establish the initial rental rate when a vacant unit is rented to a new Tenant. Rent increases for that unit then become subject to regulation.*

- 6. Question: Is the rent cap applicable to my building/unit?**

Answer: *It depends on the type and age of the unit. With some exceptions, the limit on rent increases, applies to all rental units in Culver City built on or before February 1, 1995 (collectively, "covered rental units"). The rent cap applies even if the residential use is not legally permitted, such as an illegally converted garage. The rent cap does not apply to any rental unit first occupied after February 1, 1995 or to detached single family homes, or separately owned condominiums and townhouses, all of which are currently exempt under state law. The rent cap also does not apply to Section 8 housing. (See Ordinance Section 2.B)*

- 7. Question: Are properties with four or fewer units (such as duplexes and triplexes) exempt from the rent cap?**

Answer: *Properties with four or fewer units constructed on or before February 1, 1995 are covered under the ordinance, even if the owner lives on the property. Those first occupied after February 1, 1995 are exempt under state law. (See Ordinance Section 2.B)*

8. Question: Is an accessory dwelling unit (ADU), that is, a second dwelling unit located on the same lot as a single-family home, exempt from the rent cap?

Answer: *An accessory dwelling unit (ADU) that received its initial certificate of occupancy on or before February 1, 1995 is covered under the ordinance; however, an ADU first occupied after February 1, 1995 is exempt under state law. (See Ordinance Section 2.B)*

9. Question: If a single-family home and accessory dwelling unit (ADU) are both being rented and are located on the same lot, is one or both of these units subject to the rent cap?

Answer: *Both units may be subject to the rent cap. State law does not specifically exempt "single family dwellings" as such. Rather, it exempts a dwelling unit if it "is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision" If both the single-family home and the ADU are located on the same lot, they could not be sold separately and would not be exempt from the rent cap under this state law exemption. However, if either unit received its initial certificate of occupancy after February 1, 1995, then that particular unit is exempt. (See Ordinance Section 2.B)*

10. Question: How does the rent cap impact a Landlord's ability to increase the rent for a single-family home, or separately owned condominium or townhome?

Answer: *Detached single-family homes that do not include an ADU on the same lot, and separately owned condominiums and townhomes are exempt from the rent cap under the state law exemption for dwelling units that are "alienable separate from the title to any other dwelling unit." Regardless of any ordinance adopted by the City, a Landlord must comply with state law notice requirements prior to imposing a rent increase. (See Ordinance Section 2.B)*

11. Question: Are mobilehomes protected by the rent cap?

Answer: *An owner-occupied mobilehome is exempt from the rent cap (in that the ordinance does not apply to the rent for the space on which the mobilehome is located); however, a mobilehome offered for rent by the owner of the mobilehome is subject to the rent cap. Regardless of any ordinance adopted by the City, a Landlord must comply with state law notice requirements prior to imposing a rent increase. (See Ordinance Section 2.B)*

12. Questions: Does the ordinance apply to commercial properties?

Answer: *The Ordinance does not apply to structures that are used solely for commercial purposes and are not used as places of human habitation. However, the Ordinance does apply to joint living and working quarters.*

13.Question: What is the cap on rent increases?

Answer: *Rent increases for covered rental units during the one-year term of the ordinance are limited to three percent (3%) over the rent that was in effect on June 11, 2019. Regardless of any ordinance adopted by the City, a Landlord must comply with state law notice requirements prior to imposing a rent increase. (See Ordinance Section 4.A)*

14.Question: Does the 3% cap apply to other amenities for which the Tenant is being charged (i.e. storage, garage, parking, etc.)?

Answer: *Yes. The total payment required for occupancy of the unit and other “housing services” cannot be increased by more than 3%. (See Ordinance Sections 3 and 4.C)*

15.Question: Does the 3% cap prevent the Landlord from charging a late fee?

Answer: *No. A Landlord can charge a reasonable late fee to a Tenant who does not pay rent on time, if the lease or rental agreement contains a late fee provision. The amount of the late fee would not be included in the rent cap.*

16.Question: Is the rent cap “retroactive” to a date prior to its adoption?

Answer: *The City Council established a reference date of June 11, 2019 with regard to the rent cap. What that means is that a Landlord may not increase a Tenant’s rent by more than 3% of the monthly rent in effect on June 11, 2019. Regardless of any ordinance adopted by the City, a Landlord must comply with state law notice requirements prior to imposing a rent increase. (See Ordinance Section 4.A)*

17.Question: How often may a Landlord increase a Tenant’s rent?

Answer: *A Landlord may not increase a Tenant household’s rent more than once in any 12-month period following the effective date of the ordinance. Regardless of any ordinance adopted by the City, a Landlord must comply with state law notice requirements prior to imposing a rent increase. (See Ordinance Section 4.A.3)*

18.Question: Are there any circumstances under which a Landlord may increase a Tenant’s rent beyond the 3% cap during the 12-month interim period?

Answer: *If a Landlord desires to increase a Tenant’s rent over the 3% cap during the 12-month interim period, the Landlord may file a Petition for Relief from Interim Ordinance with the Housing Division. The Landlord will have the burden of proof of demonstrating that the 3% rent cap will prevent the Landlord from*

*receiving a fair and reasonable return with respect to the operation of the property.
(See Ordinance Section 8.A)*

19.Question: If the unit is vacant, is there a cap on the rent a Landlord may charge to a new Tenant?

Answer: *No. If the unit was vacant when the ordinance went into effect on August 12, 2019, there are no restrictions on the amount of rent a Landlord may charge for an initial tenancy of that unit. In addition, if a unit becomes vacant after the ordinance went into effect, there are no restrictions on the amount of rent a Landlord may charge for a new tenancy of that unit. In either case, the Landlord may not subsequently increase the rent charged by more than 3% during the 12-month period. (See Ordinance Section 4.B)*

20.Question: What if a Landlord, prior to the adoption of the ordinance, increased a Tenant's rent by more than 3%?

Answer: *If the rent in effect when the ordinance was adopted on August 12, 2019 is more than 3% above the rent in effect on June 11, 2019, the Landlord must provide the Tenant with a credit for the amount of the overpayment. The Landlord may either: (1) pay the Tenant the amount of the overpayment directly in one lump sum; or (2) give the Tenant a credit against the rent due over a six-month period. The same applies if the rent is increased after the ordinance was adopted on August 12, 2019. (See Ordinance Section 4.A.2)*

21.Question: If I received a notice for a rent increase that I believe to be unlawful under the Ordinance, do I need to pay the increased rental amount?

Answer: *It is unlawful for a Landlord to charge rent for a Covered Rental Unit that exceeds the 3% cap on increases and/or for a Landlord to retain payment of an illegal rent increase. However, the interim ordinance does not authorize a Tenant to withhold rent before there is a determination that the increase is illegal under the ordinance. Tenants could put themselves in legal jeopardy if they withhold the requested rent and the rent increase was, in fact, lawful. If you believe that you reside in a Covered Rental Unit and that the increase exceeds the 3% cap, you should immediately notify your Landlord in writing that you believe the increase exceeds what is allowed under the interim ordinance, with a copy of the letter sent to the Housing Division at the address below. You may also file a complaint with the Housing Division by filling out the [Excessive Rent Complaint Form](#) and/or contacting the Housing Division at (310) 253-5790 or rent.control@culvercity.org. You can also obtain a complaint form in person from the Housing Division at 9770 Culver Blvd., Culver City, CA 90232. If you have already paid the increased rent and it is confirmed that you reside in a Covered Rental Unit and the rent increase exceeds the 3% cap, you would be entitled to a rent credit for the amount of rent you paid in excess of the 3% cap. (See*

Ordinance Section 4.A.2) Please note, if your rent increase went into effect prior to June 11, 2019, you are responsible for the full amount of your rent, including the rent increase. (See Ordinance Section 4.A)

22.Question: What if a covered rental unit is subject to a written lease agreement that began before the 12-month interim ordinance period?

Answer: *If the tenancy is governed by a prior written lease agreement and the lease term expires during the 12-month interim period, the Landlord may increase the rent charged to that Tenant after the expiration of the lease term, but such increase cannot exceed the 3% rent cap. Even if the written lease agreement specifies the amount by which rent may be increased, such increase plus any additional increase imposed at expiration of the lease may not exceed 3% of the rent in effect on June 11, 2019. Regardless of any ordinance adopted by the City, the Landlord must comply with state law notice requirements prior to imposing a rent increase. (See Ordinance Section 4)*

23.Question: Will the Landlord Tenant Mediation Board still consider mediation requests for a rent increase received during the 12-month interim rent control period?

Answer: *Yes, the Landlord Tenant Mediation Board remains in place and a Tenant may still request mediation for a rent increase, in accordance with the provisions of Culver City Municipal Code Chapter 15.09. The Landlord Tenant Mediation Board will take into account the limitations imposed by the interim rent control ordinance.*

24.Question: Are the eviction protections and relocation assistance applicable to my rental unit?

Answer: *The eviction protections and relocation assistance apply to all rental units in the City, with the exception of owner-occupied mobilehomes (which are governed by California's Mobilehome Residency Law), and any dwelling unit that lacks its own bathroom or kitchen facility and is occupied by a Tenant who uses a bathroom or kitchen facility in common with the Landlord or a member of Landlord's immediate family. The eviction protections and relocation assistance required by the ordinance apply even if the residential use is not legally permitted. (See Ordinance Sections 3.N, 5 and 6)*

25.Question: Does the ordinance prohibit a Landlord from evicting a Tenant?

Answer: *A Landlord may not evict a Tenant unless the Landlord can show "for cause" or "no fault" grounds, and follows certain procedures, as set forth in the ordinance. The Notice of Termination must state a reason that qualifies as either "for cause" or "no fault" and the Landlord must deliver a copy of the Notice to the Housing Division within five days, along with proof of service on the Tenant. "For cause" grounds for eviction could include failure to pay rent, violating a material*

*“For cause” grounds for eviction could include failure to pay rent, violating a material term of the rental agreement, refusing to allow the Landlord to enter the unit, using the unit for an illegal purpose or to create a nuisance, committing or threatening to commit certain criminal acts, and failing to correct a dangerous and unsanitary condition. “No fault” evictions could occur when the Landlord intends to demolish the rental unit or remove it from the rental market or if the Landlord intends to use the rental unit as a manager’s unit, or if the rental unit will be occupied by certain members of the Landlord’s family, or if the unit will be used as supportive housing for a person who requires special services. Tenants who have lived in the unit for at least ten years and are age 62 or over or have a disability are protected from “no fault” evictions, as are Tenants who are terminally ill. **It is important to refer to the ordinance for a more complete description of the specific provisions that may apply to your situation.** (See Ordinance Section 5)*

26. Question: If a landlord wishes to rehabilitate or renovate a rental unit, is the landlord permitted to terminate the occupant’s tenancy for that purpose?

Answer: *No. Rehabilitation or renovation of a rental unit is not included as a permissible ground for termination of the tenancy under the ordinance. However, if it is necessary for the unit to be vacated in order for the landlord to comply with a government order to correct a violation of the Culver City Municipal Code or other law, then the landlord may terminate the tenancy. In that case, the tenant would be entitled to receive relocation assistance. (See Ordinance Section 5 and Section 6)*

27. Question: Does a Tenant have any protections if they received a notice of termination of tenancy prior to the effective date of the ordinance?

Answer: *Yes. The eviction protections apply to a Tenant who received a notice of termination of tenancy prior to the effective date of the ordinance (August 12, 2019), but who had not yet vacated the unit as of that date. (See Ordinance Section 5.A)*

28. Question: Am I eligible for relocation assistance?

Answer: *If you have been the subject of a “no fault” eviction, you may be entitled to relocation assistance in the amount of three times your current monthly rent, plus \$1,000. For example, if your rent is \$1,500 per month, you could be eligible for total relocation assistance of \$5,500 ($\$1,500 \times 3 = \$4,500$, plus $\$1,000 = \$5,500$). Your relocation assistance may be offset by unpaid rent or other monies due the Landlord for costs resulting from extraordinary wear and tear or damage to the unit, cleaning, and similar costs exceeding the amount of your security deposit and may also be offset any other relocation benefits to which you may be entitled*

*pursuant to any other provision, of local, state or federal law. **There are some limited situations where the Landlord is not required to pay relocation assistance, so it is important to refer to the ordinance for the specific provisions that may apply to your situation.** (See Ordinance Section 6)*

29.Question: How soon must the Landlord pay the required relocation assistance?

Answer: *The Landlord must pay one-half (1/2) of the relocation assistance no later than five (5) business days following service of the notice to a Tenant of the termination and one-half (1/2) of the relocation assistance no later than five (5) business days after the Tenant has vacated the rental unit. If the Landlord fails to pay relocation assistance, you can file a Complaint of Failure to Pay Relocation Assistance. To obtain a complaint form, please contact the Housing Division at (310) 253-5790 or rent.control@culvercity.org, or you can obtain a complaint form in person from the Housing Division at 9770 Culver Blvd., Culver City, CA. (See Ordinance Section 6)*

30.Question: Is every Landlord required to obtain a Rent Registration certificate?

Answer: *Every Landlord of a rental unit must, within 180 days of the effective date of the ordinance, submit the information required to obtain a Rent Registration certificate. The Landlord may continue to collect rent on the unit, so long as the rent does not exceed the limit imposed by the ordinance. (See Ordinance Section 7 and Guideline/Rule 2019-01)*

31.Question: What are the penalties imposed on a Landlord for violation of the ordinance?

Answer: *A Landlord may be subject to various penalties, including administrative fines up to \$1,000 for each violation (each day a violation exists constitutes a separate violation). In addition, an aggrieved Tenant may bring a civil suit in court. In a civil suit brought by a Tenant, a Landlord found to be in violation of the ordinance shall be liable to the Tenant, including the payment of Tenant's attorneys' fees and costs plus any special damages authorized by state law. (See Ordinance Sections 9 and 10)*