

ORDINANCE NO.: 21-09

AN ORDINANCE OF THE CITY OF INGLEWOOD, CALIFORNIA AMENDING CHAPTER 2, SECTION 2-152.88 (RENTAL HOUSING BOARD) OF THE INGLEWOOD MUNICIPAL CODE, AND CHAPTER 8, ARTICLE 9 (JUST CAUSE EVICTION PROTECTIONS) AND ARTICLE 10 (RESIDENTIAL RENT REGULATIONS) TO PROVIDE ADDITIONAL PROTECTIONS FOR TENANTS AND OWNERS REGARDING RESIDENTIAL RENTAL PROPERTIES WITHIN THE CITY.

WHEREAS, on March 5, 2019, the City Council of the City of Inglewood adopted as an urgency measure Interim Ordinance No. 19-07 temporarily restricting rent increases for certain residential real properties to no more than 5% and requiring just cause for evictions; and

WHEREAS, Interim Ordinance No. 19-07 expired after December 15, 2019; and

WHEREAS, on October 8, 2019, the Governor signed into law the Tenant Protection Act of 2019 (the "Act"); and

WHEREAS, the Act provides certain tenants of residential real property with just cause eviction protections and relocation assistance (Civil Code section 1946.2); and

WHEREAS, the Act provides that a local ordinance adopted after September 1, 2019, requiring just cause for termination of a residential tenancy shall supersede Civil Code section 1946.2 if the ordinance is "more protective" than section 1946.2; and

WHEREAS, the Act also prevents rent gouging by limiting rent increases for certain residential real properties to no more than 5% plus the percentage change in cost of living or 10%, whichever is lower (Civil Code section 1947.12); and

WHEREAS, Civil Code section 1947.12 is not intended to expand or limit the City's authority to establish local policies regulating rent consistent with the Costa-Hawkins Rental Housing Act (Civil Code sections 1954.50-1954.535); and

WHEREAS, on November 5, 2019, the City Council adopted Ordinance No. 20-03 which amended the Municipal Code to add Articles 9 and 10 to Chapter 8, establishing

1 just cause eviction provisions that were more protective than Civil Code section 1946.2
2 and regulate rent increases for certain residential real properties that are consistent with
3 Civil Code sections 1954.50-1954.535; and

4 **WHEREAS**, this Ordinance is intended to further protect both tenants and
5 property owners, to provide clear procedures for petitions and appeals regarding rent
6 adjustments, and to change the composition of the Rental Housing Board to better reflect
7 the diversity of interests within the City.

8 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD** does
9 ordain as follows:

10 **SECTION 1.** Chapter 8, Article 9 of the Inglewood Municipal Code, entitled "JUST
11 CAUSE EVICTION PROTECTIONS" is hereby replaced in its entirety to read as follows:

12 **"Section 8-120. Findings and Definitions.**

13 (a) Findings. In accordance with Civil Code section 1946.2(g)(1)(B), the City Council
14 finds that the provisions of this Article regulating just cause for evictions are more
15 protective than Civil Code section 1946.2 for the following reasons:

- 16 (1) The just cause for termination of a residential tenancy under this Article is
17 consistent with Civil Code section 1946.2; and
18 (2) This Article further limits the reasons for termination of a residential tenancy,
19 provides for higher Relocation Assistance amounts, or provides additional
20 tenant protections that are not prohibited by any other provision of law.
21 Accordingly, the provisions of this Article regulating just cause for evictions
22 shall be enforced in lieu of Civil Code section 1946.2.

23 (b) Definitions. For the purposes of this Article, the following definitions shall apply:

- 24 (1) **"Buyout Agreement"** means a written agreement between an Owner and a
25 Tenant as provided in Section 8-123.1 by which a Tenant, typically in
26 consideration for monetary payment, agrees to vacate a Rental Unit.

- 1 (2) **“Close Relative”** means a spouse, domestic partner, child, grandchild,
2 parent, or grandparent of a natural person whose name is on the title of the
3 property.
- 4 (3) **“Curable Violation”** means any Just Cause basis for termination of a
5 tenancy as listed in Section 8-121, subsection (a) which is not the fault of the
6 Owner and can be cured by a Tenant or the Tenant’s agent. Failure to pay
7 Rent in a timely manner as required by a Rental Housing Agreement is not a
8 “Curable Violation”.
- 9 (4) **“Department”** means the Housing Protection Department of the City of
10 Inglewood, or other Department designated by the City Manager to
11 administer the provisions of this Article.
- 12 (5) **“Disabled Person”** means a person who is receiving benefits from a federal,
13 state, or local government, or from a private entity, on account of a
14 permanent disability.
- 15 (6) **“Dwelling unit”** means a structure or the part of a structure with facilities for
16 living, sleeping, cooking, and eating that is used as a home, residence, or
17 sleeping place by one person who maintains a household or by two or more
18 persons who maintain a common household.
- 19 (7) **“Housing Services”** means all services provided by the Owner related to
20 the use or occupancy of a Rental Unit, including, but not limited to, insurance,
21 repairs, replacement, utilities (unless separately billed to the Tenant by the
22 utility company), right to have specified number of tenants or occupants,
23 allowing pets, communications technologies (internet, cable and satellite
24 services), window shades and screens, maintenance, painting, heat, hot and
25 cold water, elevator service, laundry facilities, janitorial service, refuse
26 removal, furnishings, parking, storage, and any other benefit, privilege or
27 facility that has been provided by the Owner to the Tenant with use or
28 occupancy of a Rental Unit. Services to a Rental Unit shall include a

1 proportionate part of services provided to common facilities of the building in
2 which a Rental Unit is contained.

3 (8) **“Just cause”** includes the bases for termination of a tenancy in Section 8-
4 121, subsection (a).

5 (9) **“Owner”** means any person, partnership, corporation, family trust, and any
6 other business entity or successor thereof, with an ownership interest in a
7 Rental Unit, offering for rent or lease the Rental Unit, and the employee,
8 agent or representative of any such person, partnership, corporation, family
9 trust or other business. “Owner” does not include the owner or operator of a
10 mobile home park, or the owner of a mobile home or his or her agent.

11 (10) **“Minor”** means a person younger than 18 years of age.

12 (11) **“Program Administrator”** means a person appointed by the City Council or
13 its delegate to administer this Article.

14 (12) **“Rent”** means all periodic payments and all nonmonetary consideration,
15 including, but not limited to, fair market value of goods, labor performed or
16 services rendered by a Tenant to or for the benefit of the Owner under a
17 Rental Housing Agreement concerning the use or occupancy of a Rental Unit
18 including related pass-through registration fees, pass-through capital
19 improvement project fees, housing services and all payment and
20 consideration demanded or paid for parking, utility charges (unless
21 separately billed to the Tenant by the utility company), allowing pets,
22 furniture, or subletting.

23 (13) **“Rental Housing Agreement”** means an agreement, oral, written, or
24 implied, between an Owner and Tenant for the use or occupancy of a Rental
25 Unit and for Housing Services.

26 (14) **“Rental Housing Board”** or **“Board”** means the Rental Housing Board
27 established by Inglewood Municipal Code section 2-152.88 et seq.
28

1 (15)“**Rental Unit**” means a Dwelling Unit, other than the exemptions set forth in
2 section 8-121, subsection (b)(1) through (5), offered or available for rent in
3 the City together with the land and appurtenant buildings thereto and all
4 housing services, privileges and facilities provided in connection with the use
5 or occupancy thereof.

6 (16)“**Residential Real Property**” includes any parcel of land containing one or
7 more dwellings or units that are intended for human habitation.

8 (17)“**Senior**” means a person 62 years of age or older.

9 (18)“**Tenancy**” means the lawful occupation of a Rental Unit and includes a
10 lease or sublease.

11 (19)“**Tenant**” means a person entitled, by written or oral agreement with the
12 Owner, or by sufferance, to the use or occupancy of a Rental Unit.

13
14 **Section 8-121. Just Cause Evictions.**

15 An Owner of a Rental Unit shall not terminate a tenancy without Just Cause if at least
16 one existing Tenant has continuously and lawfully occupied the Rental Unit for twelve
17 months or more.

18 (a) For purposes of this Section, “Just Cause” is limited to the following reasons:

19 (1) Default in the payment of Rent by a Tenant.

20 (2) A Tenant’s breach of a material term of the lease, as described in Code
21 of Civil Procedure section 1161(3), including, but not limited to, violation
22 of a provision of the lease after being issued a written notice to correct
23 the violation.

24 (3) A Tenant maintaining, committing, or permitting the maintenance or
25 commission of a nuisance described in Code of Civil Procedure section
26 1161(4).

27 (4) A Tenant committing waste as described in Code of Civil Procedure
28 section 1161(4).

- 1 (5) Criminal activity by a Tenant in the Rental Unit (including any common
2 areas) or any criminal activity or criminal threat (as defined in Penal Code
3 section 422(a)) on or off the property by a Tenant directed at any Owner
4 of the Rental Unit or his or her agent.
- 5 (6) A Tenant's assignment or subletting of the Rental Unit in violation of the
6 Tenant's lease, as described in Code of Civil Procedure section 1161(4).
- 7 (7) A Tenant's refusal, after written notice, to grant the landlord reasonable
8 access to the rental unit for the purposes of making necessary repairs or
9 improvements as authorized by the laws of the United States, the State
10 of California or any subdivision thereof, and the City of Inglewood,
11 including but not limited to Civil Code sections 1101.5 and 1954, and
12 Health and Safety Code sections 13113.7 and 17926.1, or for any
13 mandatory inspections as authorized by state or local law, or for the
14 purpose of showing the rental housing to any prospective purchaser or
15 mortgagee.
- 16 (8) A Tenant's use of the Rental Unit for an unlawful purpose as described
17 in Code of Civil Procedure section 1161(4).
- 18 (9) The employee, agent, or licensee's failure to vacate the Rental Unit after
19 their termination as an employee, agent, or licensee and the tenancy was
20 dependent on employment, agency, or license as described in Code of
21 Civil Procedure section 1161(1).
- 22 (10) A Tenant's failure to timely deliver possession of the Rental Unit after:
23 (A) providing the Owner written notice as provided in Civil Code section
24 1946 of the Tenant's intention to terminate a lease; or
25 (B) making a written offer to surrender, that is accepted in writing by the
26 Owner, but the time specified in that written notice as described in
27 Code of Civil Procedure section 1161(5) has expired.
- 28 (11) Intent to occupy the Rental Unit by the Owner or a Close Relative.

1 (A) This provision shall not provide Just Cause for termination of a
2 tenancy under any of the following circumstances:

3 (i) The Owner or Close Relative who intends to occupy the Rental
4 Unit already occupies a Rental Unit on the same Residential Real
5 Property or, if a vacancy exists on such property, the vacant
6 Rental unit is comparable; i.e., the square footage of the two units
7 varies by no more than 15% and the vacant Rental Unit contains
8 the same number of bedrooms as the Rental Unit for which
9 termination is sought.

10 (ii) The Tenant has resided in the Rental Unit for at least five years
11 and is a Senior or a Disabled Person.

12 (iii) The Tenant is certified as being terminally ill by the Tenant's
13 treating physician.

14 Notwithstanding the above, an Owner may terminate a lease with a
15 Tenant who qualifies for the exemptions listed in subsections (ii) or (iii)
16 if the Owner or Close Relative who will occupy the unit is a Senior or
17 a Disabled Person or is certified as being terminally ill by a treating
18 physician.

19 (B) An Owner may not evict a Tenant under this provision if there is a
20 comparable Rental Unit occupied by a Tenant who moved into the
21 property more recently than the Tenant from whom the Landlord
22 seeks to recover possession.

23 (C) The Owner or Close Relative must intend in good faith to move into
24 the Rental Unit within sixty days after the Tenant vacates the Rental
25 Unit and occupy the Rental Unit for at least twenty-four consecutive
26 months. The Rental Housing Board may adopt regulations
27 governing the determination of good faith.
28

1 (D) If the Owner or Close Relative fails to occupy the Rental Unit within
2 sixty days after the Tenant vacates, the Owner shall offer the Rental
3 Unit to the Tenant who vacated it at the same rent in effect when the
4 Tenant vacated and pay said Tenant all reasonable expenses
5 incurred in moving to and from the Rental Unit.

6 (E) If the Owner or Close Relative has not moved into the Rental Unit
7 within sixty days and the previous Tenant declines the offer to move
8 back into the Rental Unit, any new Tenant moving into the vacant
9 Rental Unit will have the base rent set at the price the previous Tenant
10 paid prior to vacating the Rental Unit.

11 (F) An Owner may terminate a tenancy of a Tenant from a Rental Unit
12 located on Residential Real Property for the use and occupancy of
13 the Owner or Close Relative for only one Rental Unit located on a
14 Residential Real Property. An Owner who has terminated a tenancy
15 for a Rental Unit for Owner or Close Relative occupancy may not
16 terminate a tenancy for a Tenant who subsequently reoccupies a
17 Rental Unit or relocates to a comparable Rental Unit on the same
18 Residential Real Property for a period of four years commencing from
19 the date of the first notice to vacate.

20 (12) The Owner complying with any of the following:

21 (A) an order issued by a government agency or court relating to
22 habitability that necessitates vacating the Rental Unit;

23 (B) an order issued by a government agency or court to vacate the Rental
24 Unit; or

25 (C) a local ordinance that necessitates vacating the Rental Unit.

26 (13) Withdrawal of the Rental Unit from the rental market in accordance with
27 the Ellis Act (California Government Code Chapter 12.75).
28

1 (14) Intent to demolish the Rental Unit. An Owner must have applied for and
2 received all necessary permits from all applicable government agencies
3 for all work to be performed on the Rental Unit and subsequent Board
4 approval before serving the Tenant with a notice of termination based on
5 this section.

6
7 (b) **Exemptions.** This Article shall not apply to Rental Units, Residential Real
8 Properties or circumstances found by the Board to be exempt under one or more
9 of the following exemptions:

10 (1) Transient and tourist hotel occupancy as defined in Civil Code section
11 1940(b) or Inglewood Municipal Code section 12-1.55.

12 (2) Housing accommodations in a nonprofit hospital, religious facility,
13 extended care facility, licensed residential care facility for the elderly, as
14 defined in Health and Safety Code section 1569.2, or an adult residential
15 facility, as defined in Chapter 6 of Division 6 of Title 22 of the Manual of
16 Policies and Procedures published by the State Department of Social
17 Services.

18 (3) Dormitories owned and operated by a school (K-12) or an institution of
19 higher education.

20 (4) Owner-occupied residences in which the Owner-occupant rents or leases
21 no more than one Dwelling Unit (including, but not limited to, an
22 accessory dwelling unit or a junior accessory dwelling unit), Single-family
23 residences, or Dwelling Units that are alienable separate from the title to
24 any other Dwelling Unit, provided that both of the following apply:

25 (A) All Owners are natural persons;

26 and

27 (B) The Tenants have been provided written notice that the Rental Unit is
28 exempt from this Article using the following statement:

1
2 "This property is not subject to the rent limits imposed by Section 8-
3 127 of the Inglewood Municipal Code and is not subject to the just cause
4 requirements of Section 8-121 of the Inglewood Municipal Code. This
5 property meets the requirements of Section 8-121(c)(4)."
6

7 For a tenancy existing before June 1, 2021, the notice required in the
8 above paragraph must be provided as an addendum to the rental agreement.
9 For any tenancy commenced or renewed on or after June 1, 2021, the notice
10 required in the above paragraph must be provided in the rental agreement.
11

- 12 (5) Housing that has been issued a certificate of occupancy for new
13 construction within the previous 15 years or for which the certificate of
14 occupancy was issued prior to residential use of the Dwelling Unit.
15

16 **Section 8-122. Notices.**

- 17 (a) **Notice to Cure.** Before an Owner of a Rental Unit issues a notice to terminate a
18 tenancy for Just Cause that is a Curable Violation, the Owner shall first give
19 notice of the violation to the Tenant with an opportunity to cure the violation
20 pursuant to Code of Civil Procedure section 1161(3). If the violation is not cured
21 within the time period set forth in the notice, a three-day notice to quit without an
22 opportunity to cure may thereafter be served to terminate the tenancy.
- 23 (b) **Notification or Addendum to Lease.** An Owner of a Rental Unit subject to this
24 Article shall provide notice to the Tenant as follows:
- 25 (1) For any tenancy commenced or renewed on or after June 1, 2021, as an
26 addendum to the lease or rental agreement, or as a written notice signed by
27 the Tenant, with a copy provided to the Tenant.
28

1 (2) For a tenancy existing prior to June 1, 2021, by written notice to the Tenant
2 no later than October 1, 2021, or as an addendum to the lease or rental
3 agreement.

4 (3) The notification or lease provision shall be in no less than 12-point type, be
5 subject to Civil Code section 1632, and include the following:

6
7 "California and local laws limit the amount your rent can be increased. See
8 California Civil Code section 1947.12 and Chapter 8, Article 10 of the
9 Inglewood Municipal Code for more information. The Inglewood Municipal
10 Code also provides that after an existing Tenant has continuously and
11 lawfully occupied certain residential real property for 12 months or more, an
12 Owner must provide a statement of just cause in any notice to terminate a
13 tenancy. See Chapter 8, Article 9 of the Inglewood Municipal Code for more
14 information."

15
16 (c) **Termination Notice.** Prior to terminating a tenancy, the Owner must provide
17 notice to all Tenants of the termination.

18 (1) A notice to terminate a tenancy for Just Cause must include each Just Cause
19 basis for termination.

20 (2) Any notice to terminate a tenancy for Owner or Close Relative occupancy
21 shall contain the name, address, relationship of the new occupant to the
22 Owner, and any other pertinent information required by the Program
23 Administrator.

24 (3) Any notice to terminate a tenancy based on any grounds authorized by
25 Section 8-121, subsections (a)(11) through (a)(14) shall include the amount
26 of Relocation Assistance to be paid as well as all relevant facts relied upon
27 to calculate Relocation Assistance, including but not limited to whether any
28 occupant of the Rental Unit is a minor or disabled person or senior.

1 (4) An Owner shall file with the Housing Protection Department a copy of any
2 notice to cure and any notice terminating a tenancy within three days after
3 serving the notice on the Tenant.

4 (5) Strict Compliance Required. An owner's failure to strictly comply with this
5 section shall render the notice of termination void.

6
7 **Section 8-123. Relocation Assistance.**

8 (a) **Temporary Relocation Assistance.** If a Tenant has vacated a Rental Unit in
9 compliance with a governmental agency's order to vacate, or due to health or
10 safety conditions, and regardless of whether the Owner has served a notice to
11 temporarily terminate a tenancy, the Owner shall pay temporary Relocation
12 Assistance to the displaced Tenant household.

13 (1) The temporary Relocation Assistance shall be set by resolution of the Board.

14 The amount may be based upon reasonable per diem rates, which may
15 include safe and sanitary hotel, motel, or short-term rental accommodations;
16 meal allowance if the temporary accommodations lack cooking facilities;
17 laundry allowance if the rental property included laundry facilities and the
18 temporary accommodations lack laundry facilities; and pet accommodations
19 if the rental property allowed pets and the temporary accommodation does
20 not accept pets, and costs associated with moving and storage.

21 (2) The temporary Relocation Assistance payment will be distributed on a pro-
22 rata basis to the eligible Tenant household.

23 (3) Nothing provided herein prohibits an Owner and a Tenant from agreeing to
24 a temporary Relocation Assistance amount different than as provided in the
25 Board resolution adopting temporary Relocation Assistance payment
26 amounts, provided the Owner informs the Tenant in writing of the amount of
27 the assistance to which the Tenant is entitled to receive under this provision,
28 and the Owner and Tenant submit to the Program Administrator written proof

1 of the alternative relocation payment within three business days of executing
2 the agreement.

3 (b) **Permanent Relocation Assistance.** An Owner of a Rental Unit shall provide
4 permanent Relocation Assistance to displaced Tenants if the Owner issues a
5 termination notice based on any grounds authorized by Section 8-121,
6 subsections (a)(11) through (a)(14). The amount of proposed Relocation
7 Assistance, including the breakdown and calculation of the total, shall be included
8 in the termination notice.

9 (c) Permanent Relocation Assistance shall be calculated as follows:

10 (1) **Base Relocation Assistance.** The Owner shall provide a Base Relocation
11 Assistance amount equal to three times the monthly Rent in effect when the
12 Owner issued the notice to terminate the tenancy. For purposes of this
13 calculation with respect to government-subsidized housing, only the portion
14 of rent paid by the Tenant(s) will be used. If one or more minor(s) reside in
15 the Rental Unit, the Base Relocation Assistance shall be increased by
16 \$2,000.

17 (2) **Additional Relocation Assistance.** In addition to the Base Relocation
18 Assistance, the Owner shall pay an Additional Relocation Assistance for any
19 Tenant whose status makes them eligible for such Assistance as follows:

<u>Status</u>	<u>Additional Relocation Assistance</u>
Adult residing between 2 to 4 years prior to notice	\$2,000
Adult residing between 5 to 10 years prior to notice	\$3,000
Adult residing 11 or more years prior to notice	\$5,000
Disabled Person or Senior	\$7,500

26
27 The Owner shall pay only the highest Additional Relocation Assistance for
28 which any one Tenant of that Rental Unit qualifies.

1 (d) The Tenants shall provide proof of eligibility for the highest applicable Additional
2 Relocation Assistance status to the Owner within ten days of receiving the Notice.
3 Either party may file an application with the Program Administrator to resolve any
4 dispute over the appropriate amount of the Base Relocation Assistance or the
5 Additional Relocation Assistance.

6 (e) **Disputes.** An Owner or Tenant may petition the Program Administrator for a
7 determination of the correct amount of Relocation Assistance required under this
8 Article at any time prior to the deadline for payment of Relocation Assistance.
9 Disputes shall be resolved according to the procedures in Article 10, section 8-
10 135.

11 (f) Payment of Relocation Assistance.

12 (1) **Distribution of Payment.** If more than one adult Tenant resides in the Rental
13 Unit, division or distribution of the Relocation Assistance, including any
14 monies for a minor, shall be determined by the Tenants and communicated
15 to the Owner in writing, signed by all Tenants on the lease, within ten
16 calendar days of receiving notice of the Relocation Assistance amount. If
17 Tenants do not provide instructions, Owner may issue payment to all Adult
18 Lessees on a joint check.

19 (2) **Direct Payment.** Any Relocation Assistance shall be provided within fifteen
20 calendar days of service of the notice to terminate the tenancy or within
21 fifteen days of a Hearing Officer's decision resolving any dispute over the
22 Relocation Assistance amount, whichever occurs later. If a Tenant fails to
23 vacate after the expiration of the notice to terminate the tenancy, the actual
24 amount of any Relocation Assistance provided pursuant to this Article shall
25 be recoverable as damages in an action to recover possession.

26 (3) **Escrow Deposit.** An Owner may place Relocation Assistance required by
27 this Article in an escrow account.
28

1 (A) The deposit must occur prior to service of a notice to terminate tenancy.
2 All costs of an escrow opened pursuant to the provisions of this Section
3 shall be borne by the Owner. Escrow instructions shall be approved by the
4 Department.

5 (B) The escrow instructions shall provide that monies deposited in the escrow
6 account shall only be distributed to a displaced Tenant in accordance with
7 the instructions of the Owner and that no monies deposited in escrow may
8 be returned to the Owner without the written approval of the Department.

9 (g) Strict Compliance Required. An owner's failure to strictly comply with this section
10 shall render the notice of termination void.

11 (h) If it is determined by any government agency, a Hearing Officer, the Rental
12 Housing Board, or any court of competent jurisdiction that the Tenant is at fault
13 for the condition or conditions triggering an order or need to vacate a Rental Unit,
14 as set forth in Section 8-121(a)(12), the Tenant shall not be entitled to Relocation
15 Assistance.

16
17 **Section 8-123.1 Buyout Agreements.**

18 (a) A Buyout Agreement may not pay to a Tenant less than the Tenant would be
19 entitled to in Relocation Assistance under Section 8-123.

20 (b) Before making an offer to a Tenant of a Buyout Agreement, an Owner must give
21 a Tenant a written disclosure document, in a form set forth in an adopted
22 regulation, setting forth the Tenant's rights concerning the Buyout Agreement
23 including the following:

- 24 (1) the right not to enter into the Buyout Agreement;
25 (2) the right to consult an attorney and the right to revise the Buyout
26 Agreement before signing the Buyout Agreement;
27 (3) the right to consult the Program Administrator regarding the Buyout
28 Agreement; and

1 (4) the right to rescind the Buyout Agreement any time up to thirty calendar
2 days after the Tenant has signed the Buyout Agreement.

3 (c) A Buyout Agreement that does not satisfy all the requirements of this Ordinance
4 and implementing regulations is not effective and the Tenant may rescind the
5 Buyout Agreement at any time, even after thirty calendar days from the date the
6 Tenant signed the Buyout Agreement. In order to rescind a Buyout Agreement,
7 the Tenant must hand deliver, email or place in the U.S. mail a statement to the
8 Owner that the Tenant has rescinded the Buyout Agreement.

9 (d) The Owner shall provide the Tenant a copy of the Buyout Agreement when all
10 the parties have signed and shall file the signed Buyout Agreement with the
11 Program Administrator within three calendar days after all parties have signed.

12 (e) If a Tenant rescinds a buyout agreement, the Tenant must file a copy of the
13 statement to rescind provided to the Owner, with the Housing Protection
14 Department within three calendar days.

15
16 **Section 8-124. Enforcement Procedures.**

17 Any violation of this Article is a misdemeanor. The City, at its sole discretion, may
18 choose to enforce the provisions of this Article through its administrative citations
19 procedure set forth in Chapter 11, Article 11.4 of the Municipal Code, and may pursue
20 any other civil or criminal enforcement action. The City's decision to pursue or not pursue
21 enforcement of any kind shall not affect a Tenant's right to pursue civil remedies under
22 this Article or any other applicable law.”

23
24 **SECTION 2.** Chapter 8, Article 10 of the Inglewood Municipal Code
25 “RESIDENTIAL RENT REGULATIONS” is hereby replaced in its entirety to read as
26 follows:

27 **“Section 8-125. Definitions.**

1 Unless otherwise defined elsewhere in this Article or State law, the following
2 words or phrases as used in this Article shall have the following meanings:

3 (a) **“Capital Improvement”** means the abatement of hazardous materials, including
4 lead-based paint, mold, or asbestos, in accordance with applicable federal, state,
5 and local laws or the addition or replacement of the following improvements to a
6 Rental Unit or common areas of the Residential Real Property containing the
7 Unit, provided such new improvement has a useful life of five (5) years or more,
8 such as: structural, electrical, plumbing, or mechanical system, roofing,
9 carpeting, draperies, stuccoing the outside of a building, air conditioning, security
10 gates, swimming pool, sauna or hot tub, fencing, garbage disposal, washing
11 machine or clothes dryer, dishwasher, children’s play equipment permanently
12 installed on the premises, the complete exterior painting of a building, and other
13 similar improvements as determined by the Rental Housing Board. Capital
14 Improvement does not include normal or routine maintenance or repair.

15 (b) **“City”** means the City of Inglewood.

16 (c) **“Department”** means the Housing Protection Department of the City of
17 Inglewood, or other Department designated by the City Manager to administer
18 the provisions of this Chapter.

19 (d) **“Dwelling unit”** means a structure or the part of a structure with facilities for
20 living, sleeping, cooking, and eating that is used as a home, residence, or
21 sleeping place by one person who maintains a household or by two or more
22 persons who maintain a common household.

23 (e) **“Housing Services”** means all services provided by the Owner related to the
24 use or occupancy of a Rental Unit, including, but not limited to, insurance, repairs,
25 replacement, utilities (unless separately billed to the Tenant by the utility
26 company), right to have specified number of tenants or occupants, allowing pets,
27 communications technologies (internet, cable and satellite services), window
28 shades and screens, maintenance, painting, heat, hot and cold water, elevator

1 service, laundry facilities, janitorial service, refuse removal, furnishings, parking,
2 storage, and any other benefit, privilege or facility that has been provided by the
3 Owner to the Tenant with use or occupancy of a Rental Unit. Services to a Rental
4 Unit shall include a proportionate part of services provided to common facilities
5 of the building in which a Rental Unit is contained.

- 6 (f) **“Owner”** means any person, partnership, corporation, family trust, and any
7 other business entity or successor thereof, with an ownership interest in a
8 Rental Unit, offering for rent or lease the Rental Unit, and the employee, agent
9 or representative of any such person, partnership, corporation, family trust or
10 other business. “Owner” does not include the owner or operator of a mobile
11 home park, or the owner of a mobile home or his or her agent.
- 12 (g) **“Program Administrator”** means a person appointed by the City Council to
13 administer this Article.
- 14 (h) **“Rent”** means all periodic payments and all nonmonetary consideration,
15 including, but not limited to, fair market value of goods, labor performed or
16 services rendered by a tenant to or for the benefit of the Owner under a Rental
17 Housing Agreement concerning the use or occupancy of a Rental Unit including
18 related pass-through registration fees, pass-through capital improvement project
19 fees, housing services and all payment and consideration demanded or paid for
20 parking, utility charges (unless separately billed to the Tenant by the utility
21 company), allowing pets, furniture, or subletting.
- 22 (i) **“Rental Housing Agreement”** means an agreement, oral, written, or implied,
23 between an Owner and Tenant for the use or occupancy of a Rental Unit and for
24 Housing Services.
- 25 (j) **“Rental Housing Board”** or **“Board”** means the Rental Housing Board
26 established by Inglewood Municipal Code section 2-152.88 et seq.
- 27 (k) **“Rental Unit”** means a Dwelling Unit, other than the exemptions set forth below,
28 offered or available for rent in the City together with the land and appurtenant

1 buildings thereto and all housing services, privileges and facilities provided in
2 connection with the use or occupancy thereof. The following are not considered
3 "Rental Units":

4 (1) Transient and tourist hotel occupancy as defined in Civil Code section
5 1940(b) or Inglewood Municipal Code section 12-1.55.

6 (2) Housing accommodations in a nonprofit hospital, religious facility, extended
7 care facility, licensed residential care facility for the elderly, as defined in
8 Health and Safety Code section 1569.2, or an adult residential facility, as
9 defined in Chapter 6 of Division 6 of Title 22 of the Manual of Policies and
10 Procedures published by the State Department of Social Services.

11 (3) Dormitories owned and operated by a school (K-12) or an institution of higher
12 education.

13 (4) Housing restricted by deed, regulatory restriction contained in an agreement
14 with a government agency, or other recorded document as affordable
15 housing for persons and families of very low, low, or moderate income, as
16 defined in Health and Safety Code section 50093.

17 (5) Units exempt pursuant to the Costa-Hawkins Rental Housing Act (Civil Code
18 sections 1954.50-1954.535).

19 (6) Owner-occupied residences in which the Owner-occupant rents or leases no
20 more than one Rental Unit (including, but not limited to, an accessory
21 dwelling unit or a junior accessory dwelling unit), Single-family residences,
22 or Rental Units that are alienable separate from the title to any other dwelling
23 unit, provided that both of the following apply:

24 (A) All Owners are natural persons;

25 and

26 (B) The Tenants have been provided written notice that the Rental Unit is
27 exempt from this Article using the following statement:
28

1 "This property is not subject to the rent limits imposed by Section 8-
2 127 of the Inglewood Municipal Code and is not subject to the rent
3 regulations of Chapter 8, Article 10 of the Inglewood Municipal Code. This
4 property meets the requirements of Section 8-125(k)(6)."

5
6 For a tenancy existing before June 1, 2021, the notice required in the
7 above paragraph must be provided as an addendum to the rental agreement.
8 For any tenancy commenced or renewed on or after June 1, 2021, the notice
9 required in the above paragraph must be provided in the rental agreement.

10
11 (7) Housing that has been issued a certificate of occupancy for new construction
12 within the previous 15 years or for which the certificate of occupancy was
13 issued prior to residential use of the Dwelling Unit.

14 (l) **"Residential Real Property"** includes any parcel of land containing one or more
15 dwelling units that are intended for human habitation.

16 (m) **"Tenant"** means a person entitled, by written or oral agreement with the Owner,
17 or by sufferance, to the use or occupancy of a Rental Unit.

1 **Section 8-126. Rental Unit Registration.**

2 (a) The Initial Registration Date requiring Rental Unit Registration pursuant to this
3 section shall be January 7, 2022, unless modified by Resolution of the City
4 Council. Commencing on the Initial Registration Date:

5 (1) An Owner must file a Registration Statement for each Rental Unit that is
6 offered for rent or rented for a term exceeding 30 consecutive days with the
7 City.

8 (2) Any person with an ownership interest in a Dwelling Unit that is claiming an
9 exemption from this Article must file with the Housing Protection Department
10 a claim of exemption.

11 (b) For the subsequent years after Initial Registration Date, each Registration
12 Statement and claims of exemption(s) must be annually filed on or before
13 October 1 of each year. The City Council may modify the annual registration date
14 by resolution.

15 (c) Commencing May 1, 2022, the City may commence enforcement against any
16 Owner who fails to register a Unit according to this Chapter. Furthermore, no
17 Owner shall advertise for rent, demand or accept rent for a Rental Unit, or evict
18 any Tenant from a Rental Unit, without first procuring and serving a copy of a
19 valid Registration Certificate on the Tenant of that Rental Unit. In addition, no
20 petition, application, claim, or request will be accepted by the Program
21 Administrator from any Owner, and no hearing or other proceeding shall be
22 scheduled or take place on any such petition, application, claim or request, and
23 no rent increases granted by Program Administrator, Hearing Officers or the
24 Board shall take effect for any Rental Unit unless the Owner has procured and
25 served a copy of a valid Registration Certificate on the Tenant of that Rental Unit.

26 (d) Registration of a Rental Unit shall not be complete, and no Registration
27 Certificate shall issue, until the Owner has:
28

- 1 (1) paid all fees owed to the City with respect to the Rental Unit including
- 2 Registration Fees imposed pursuant to this Article;
- 3 (2) obtained a valid Business Tax Certificate for the Owner and any property
- 4 management company acting as the Owner's agent; and
- 5 (3) filed a complete and accurate Registration Statement for that unit including
- 6 all information required by this Article and any rules or regulations adopted
- 7 by the Board.

8 (e) Each Registration Statement shall include rent amounts and tenancy information
9 for the Rental Unit subject to this Article on a form prescribed by the Department,
10 which must include the following information for each Rental Unit:

- 11 (1) Location of the Rental Unit, including identifying number or letter;
- 12 (2) All amenities and Housing Services associated with the Rental Unit;
- 13 (3) Total number of permanent occupants;
- 14 (4) The name of an emergency contact, including the contact's name, address
- 15 and phone number; and
- 16 (5) Date of last rent increase.

17 The Board and or Program Administrator may adopt rules and regulations which
18 require additional information to be collected and recorded in Registration
19 Statements.

20 (f) A Registration Fee shall be charged for each complete registration filed on or
21 after April 1, 2022. The amount of the Registration Fee or fee for filing a claim of
22 exemption for each Dwelling Unit shall be set by resolution of the City Council.
23 Registration Fees are intended to recover the City's reasonable costs associated
24 with enforcing its housing protection regulations as set forth in Articles 9 and 10
25 of Chapter 8 of the Municipal Code, and related inspection programs.

- 26 (1) If the Rent for a Rental Unit that is less than seventy percent (70%) of Fair
- 27 Market Rents for a comparable unit, and the Unit is timely registered, the Unit
- 28

1 will be exempt from the Registration Fee requirement. Fair Market Rent shall
2 be determined as in Section 8-128, subsection (d).

3 (g) The Rental Housing Board shall establish policies and procedures governing the
4 granting or denial of a fee waiver by City staff. Any appeal of a fee waiver decision
5 shall be reviewed by the Rental Housing Board.

6 (h) After timely payment of registration fees, the Owner may pass through fifty
7 percent (50%) of the fee to Tenants of the applicable unit at a maximum monthly
8 pro rata of 1/12 of the fee per Rental Unit. If an Owner fails to pay the fee on or
9 before the date the fee is due, it cannot be passed through to the tenants.

10 (i) The Owner of a Rental Unit or Dwelling Unit which is registered as an exempt
11 Unit with the Department shall provide the Department, on the form approved by
12 the Department and accompanied by supporting documentation, a written
13 declaration stating the facts which support the claim of exemption from the
14 provisions of this Article. If the written declaration and supporting documents are
15 not submitted by October 1 of each year for any unit, that unit shall be deemed
16 to be subject to the provisions of this Article and the Unit and all applicable
17 registration fees shall be deemed due and non-refundable. If an Owner files a
18 claim of exemption declaring that the Rental Unit is not subject to the registration
19 requirements of this Subsection because the Rental Unit is not being offered for
20 rent, the Owner shall provide the Department with a copy of a notice recorded
21 against the property declaring that the unit is and shall remain vacant, and the
22 unit shall be secured against unauthorized entry.

23 (j) For every property for which an Owner is required to submit a Registration
24 Statement, the Owner shall post a copy of the Registration Certificate.
25 Certificates must be posted in a conspicuous location in the lobby of the property,
26 near a mailbox used by all residents on the property, or in or near a public
27 entrance to the property. The certificate shall be written in English and Spanish,
28 and in any other languages as required by the Department.

1 (k) Registration certificates shall expire on September 30 of the year following
2 issuance.

3 (l) When the Department determines that the registration statement is complete, the
4 Department shall issue a Registration Certificate for the Rental Unit.

5 (1) If the Department determines that the registration fees or information in the
6 Registration Statement is deficient or inaccurate, it shall provide written
7 notification to the Owner of the failure to comply with this Section and allow
8 15 calendar days to respond. The Department will not issue a Registration
9 Certificate for the unit until the Owner has substantially complied by paying
10 all fees and providing the required information.

11 (2) Any Owner disputing the Department's determination of deficient registration
12 may file a written appeal within ten calendar days of the date of the notice of
13 deficiency. The Department shall provide a written decision within 30
14 calendar days of its decision as to that appeal which shall be a final
15 administrative decision. The Board may promulgate regulations to implement
16 these provisions.

17 (m) If the Board or a Hearing Officer determines that any Unit was incorrectly
18 registered as exempt due to any affirmative misrepresentations by any Owner,
19 the exemption for that Unit may be revoked retroactively, and the Unit will be
20 subject to any applicable enforcement measures of this Article, including
21 paragraph 8-126(c), as well as all other applicable penalties under this Code or
22 state law.

23
24 **Section 8-127. Rent Increases for Rental Units.**

25 (a) An Owner of any Residential Real Property containing five or more Rental Units
26 shall not over the course of any 12-month period increase the Rent for a Rental
27 Unit on such property by more than three percent (3%) or the percentage change
28 in the cost of living, whichever is greater, of the lowest Rent – not including any

1 pass-through registration fees or increases authorized under Section 8-129 –
2 charged for that Rental Unit at any time during the 12 months prior to the effective
3 date of the Rent increase. The Rent increase limitations in this paragraph do not
4 invalidate any Rent increase that took effect prior to the effective date of this
5 Article that complied with Interim Ordinance No 19-07. The City Council shall
6 review the allowable rent increase percentage above no later than nine years
7 after the effective date of this Ordinance.

8 (b) An Owner of any Residential Real Property containing four or fewer Rental Units
9 shall not over the course of any 12-month period increase the Rent for a Rental
10 Unit on such property by more than five percent (5%) plus the percentage change
11 in the cost of living, as defined in Section 8-127(e), or ten percent (10%),
12 whichever is lower, of the lowest Rent – not including any pass-through
13 registration fees or increases authorized under Section 8-129 – charged for that
14 Rental Unit at any time during the 12 months prior to the effective date of the
15 Rent increase.

16 (c) Residential real property located at 435 W. Regent Street whose owner(s)
17 voluntarily provided relocation assistance or alternative residential rental
18 housing, shall not over the course of any 12-month period increase the Rent for
19 a Rental Unit by more than five percent (5%) plus the percentage change in the
20 cost of living or ten percent (10%) whichever is lower. This exception shall remain
21 in effect only until December 31, 2024, and at the end of that date is repealed.

22 (d) Residential real property located at 621 E. 99th Street whose owner(s) voluntarily
23 provided relocation assistance or alternative residential rental housing, shall not
24 over the course of any 12-month period increase the Rent for a Rental Unit by
25 more than five percent (5%) plus the percentage change in the cost of living or
26 ten percent (10%) whichever is lower. This exception shall remain in effect only
27 until December 31, 2024, and at the end of that date is repealed.

28 (e) Limitations on Separating Charges for Housing Services from Rent.

1 (1) For any Rental Housing Agreement or any Rental Housing Agreement that
2 has been converted to a month-to-month tenancy in which charges or fees
3 for utilities, parking, storage, pets or any other charge or fee associated with
4 the tenancy that is included in the Rent, the Owner shall not:

5 (A) Unbundle any of such charges or fees during the term of the Rental
6 Housing Agreement, or the month-to-month tenancy; or

7 (B) Increase any of such charges or fees except for increased charges paid
8 directly to the Owner for utilities that are separately metered or for charges
9 for utilities that are pro-rated among the Tenants pursuant to a Ratio Utility
10 Billing System or a similar cost allocation system.

11 (2) For a new or renewed Rental Housing Agreement, or revisions to the terms
12 of a month-to-month tenancy, to the extent an Owner unbundles or increases
13 any of such charges or fees and lists them separately in a new or renewed
14 Rental Housing Agreement, or in the terms of a revised month-to-month
15 tenancy, the amount of such charges or fees shall be included in calculating
16 the Rent.

17 (3) Notwithstanding subsections 1 and 2 of this section 8-127 (e), to the extent
18 that a Tenant requests Housing Services that were not included in an existing
19 Rental Housing Agreement, or month-to-month tenancy, such as a parking
20 space or an additional parking space, storage space or additional storage
21 space, a pet or an additional pet, or to the extent that utilities are separately
22 metered or the amount of such utility charges are pro-rated among the
23 Tenants pursuant to a Ratio Utility Billing System or other similar cost
24 allocation system but the charges are paid directly to the Owner, such fees
25 for Housing Services or charges for utilities shall not be included in
26 calculating the Rent.

1 (f) For a Rental Unit in which an additional tenant joins the occupants of the Rental
2 Unit thereby resulting in an increase in the number of tenants from that existing
3 at the inception of the tenancy:

4 (1) In addition to the increase allowed under Section 8-127(a), the Owner may
5 increase the Rent for a Rental Unit by an amount not to exceed 10% of the
6 lowest Rent – not including any pass-through registration fees or increases
7 authorized under Section 8-129 – charged for that Rental Unit at any time
8 during the 12 months prior to the effective date of the Rent increase, for each
9 additional tenant that joins the occupants of the rental unit, except as follows:

10 (A) This Subsection shall not apply if the Owner had actual or constructive
11 knowledge of the additional tenant's occupancy of the rental unit for more
12 than 60 days and has failed to notify the tenant of the increase authorized
13 pursuant to this Subsection;

14 (B) If the additional tenant joined the occupants of the Rental Unit prior to the
15 effective date of this amendment and the owner had actual or constructive
16 knowledge of the additional tenant's occupancy of the Rental Unit prior to
17 the effective date of this amendment, the Owner shall not be able to
18 increase the rent pursuant to this subsection unless the Owner had
19 notified the tenant of the increase within 60 days of the effective date of
20 this amendment;

21 (C) This Subsection shall not apply to the first minor dependent child (or first
22 minor dependent children of a multiple birth) added to an existing tenancy.

23 (2) A rental unit shall not be eligible for a rent increase under this section (f) until
24 an additional tenant has maintained residence in the rental unit for a
25 minimum of thirty consecutive days.

26 (g) The percentage change in cost of living for purposes of this Section shall be
27 measured based on the Consumer Price Index average for the area (Los
28

1 Angeles-Long Beach-Anaheim) for the twelve-month period ending April 30 of
2 each year.

3 (h) An Owner shall not increase the Rent more than one time per 12-month period,
4 this includes any Rent increase that occurred in the 12-months preceding the
5 effective date of this Article. The 12-month period shall be calculated from the
6 date the Rent increase takes effect.

7 (i) This Article does not supersede an Owner's right to set the initial Rent for new
8 tenancies under State law.

9
10 **Section 8-128. Below Market Rent Increases.**

11 (a) If an Owner of any residential real property containing five or more dwelling units
12 charges an existing Tenant Rent for a Rental Unit that is less than eighty percent
13 (80%) of Fair Market Rents for a comparable unit, upon approval of the Program
14 Administrator, the Owner may increase the Rent by up to five percent (5%) plus
15 the percentage change in cost of living. The Program Administrator shall only
16 approve Rent increases for 12-month periods under this section until the Rent
17 reaches or exceeds eighty one percent (81%) of Fair Market Rents.

18 (b) The percentage change in cost of living shall be measured based on the
19 Consumer Price Index average for the area (Los Angeles-Long Beach-Anaheim)
20 for the 12-month period ending April 30 of each year.

21 (c) If an Owner of any residential real property containing four or fewer dwelling units
22 charges an existing Tenant Rent for a Rental Unit that is less than 80% of Fair
23 Market Rents for a comparable unit, upon approval of the Program Administrator,
24 the Owner may increase the Rent by up to an additional two percent (2%). The
25 Program Administrator shall only approve increases for 12-month periods under
26 this section until the Rent reaches or exceeds eighty one percent (81%) of Fair
27 Market Rents.

1 (d) The U.S. Department of Housing and Urban Development's Office of Policy
2 Development and Research's (HUD PD&R) then most recently published Fair
3 Market Rents for Los Angeles County shall be used for determining Fair Market
4 Rents. In the event HUD PD&R ceases publishing such Fair Market Rents, the
5 Rental Housing Board, by resolution, may identify an alternative source of Fair
6 Market Rents.

7
8 **Section 8-129. Capital Improvement Rent Increases.**

9 (a) Notwithstanding Inglewood Municipal Code section 8-127, and commencing on
10 October 1, 2021, an Owner may, subject to approval by the Rental Housing
11 Board, increase an existing Tenant's Rent for a Rental Unit to recover the
12 Owner's costs for a Capital Improvement if all of the following conditions are met:

- 13 (1) The Owner makes a Capital Improvement costing over \$5,000 to a Rental
14 Unit, or \$10,000 to the real property where the unit is located.
15 (2) The Owner files an application with the Rental Housing Board to recover a
16 portion of Owner's Capital Improvement costs in accordance with the policies
17 and procedures adopted by the Board.
18 (3) The Owner serves a copy of the application, within five days of filing with the
19 Board, on each tenant whose rent would be increased if the application is
20 approved.

21 (b) If the Rental Housing Board approves an Owner's application, the Rental
22 Housing Board shall decide the terms of the monthly Rent increase. Any such
23 Rent increase authorized under this section shall not: (1) exceed \$100 per month
24 per Rental Unit; (2) be for more than 72 months; (3) allow the Owner to recover
25 more than fifty percent (50%) of Owner's Capital Improvement costs; or (4) apply
26 to Rental Units or new Tenants whose initial Rent was established after the
27 Owner filed the application for a Rent increase under this section.
28

1 (c) The Owner shall provide Tenants with written notice of the terms of the Rent
2 increase authorized by the Rental Housing Board.

3 (d) This section shall be applicable to improvements made on or after December 5,
4 2019.

5 (e) A complete application will be processed and interpreted in accordance with the
6 rules and law in effect on the date the application was complete.

7
8 **Section 8-130. Security Deposit.**

9 Unless otherwise prohibited by State law or the terms of a written lease
10 agreement, an Owner may increase a Tenant's security deposit for a Rental Unit at the
11 same time the Owner seeks to increase the Rent under sections 8-127 or 8-128. Any
12 increase in the security deposit shall be clearly stated in the written notice of the annual
13 rent increase and not exceed \$30 per month until the security deposit equals the
14 maximum amount authorized by State law.

15
16 **Section 8-131. Actions to Recover Possession Compliance with Article.**

17 In any action brought by an Owner to recover possession of a Rental Unit, the
18 Owner shall allege and prove, by a preponderance of evidence, that the Owner has a
19 valid and current Business Tax Certificate and is in compliance with Articles 9 and 10 of
20 Chapter 8 of the Municipal Code. An Owner's failure to comply with any requirement of
21 either Article is a complete affirmative defense in an unlawful detainer or any other action
22 brought by an owner to recover possession of the Rental Unit.

23
24 **Section 8-132. Civil Remedies.**

25 A Tenant may bring a civil suit in the courts of this State alleging that the Owner
26 of the Rental Unit in which Tenant resides has violated any of the provisions of Articles
27 9 or 10 of Chapter 8 of the Municipal Code, or any regulation promulgated thereunder.
28 An Owner found to have violated either Article, in a civil suit, shall be liable to the Tenant

1 for all actual and punitive damages, and the prevailing Tenant shall be entitled to
2 reasonable attorney's fees and costs as determined by the court. Additionally, upon a
3 showing that the Owner has acted willfully or with oppression, fraud, or malice, the
4 Tenant shall be awarded treble damages. No administrative remedy need be exhausted
5 prior to filing a civil suit pursuant to this section.

6
7 **Section 8-133. Tenant Harassment Prohibited.**

8 (a) **Retaliation.** No Owner may threaten to bring, or bring, an action to recover
9 possession of a Rental Unit, cause the Tenant to quit a Rental Unit involuntarily,
10 serve any notice to quit or notice of termination of tenancy, decrease any Housing
11 Services or increase the Rent where the Owner's intent is to retaliate against the
12 Tenant for Tenant's assertion or exercise of rights under Articles 9 or 10 of
13 Chapter 8 of the Municipal Code, or under State or federal law; for the Tenant's
14 request or demand for, or participation in mediation or arbitration under any public
15 or private mediation program; or for the Tenant's participation in litigation. Such
16 retaliation shall be a defense to an action to recover possession of a Rental Unit,
17 or it may serve as the basis for a civil action by the Tenant for actual and punitive
18 damages and injunctive relief.

19 (b) **Tenant Harassment.** No Owner shall, with respect to any Tenancy subject to the
20 protections of this Article, do any of the following in bad faith:

- 21 (1) Interrupt, terminate, or fail to provide Housing Services required by
22 contract or by State, County or local housing, health or safety laws;
- 23 (2) Fail to perform repairs and maintenance required by contract or by State,
24 County, or local housing, health or safety laws;
- 25 (3) Fail to exercise due diligence in completing repairs and maintenance
26 once undertaken;
- 27 (4) Abuse the Owner's right of access into a Rental Unit as that right is
28 specified in California Civil Code Section 1954. This includes entries for

1 "inspections" that are not related to necessary repairs or services; entries
2 excessive in number; entries that improperly target certain Tenants or
3 are improperly used to collect evidence against the occupant in a matter
4 unrelated to the tenancy or otherwise beyond the scope of an otherwise
5 lawful entry;

6 (5) Abuse a Tenant with words which are offensive and inherently likely to
7 provoke an immediate violent reaction;

8 (6) Influence or attempt to influence a Tenant to vacate a Rental Unit through
9 fraud, intimidation or coercion;

10 (7) Threaten a Tenant, by word or gesture, with physical harm;

11 (8) Violate any law which prohibits discrimination based on race, gender,
12 sexual preference, sexual orientation, ethnic background, nationality,
13 religion, age, parenthood, marriage, pregnancy, disability, AIDS,
14 occupancy by a minor child, or any other legally protected class;

15 (9) Take action to terminate any tenancy including service of any notice to
16 quit or other eviction notice or bring any action to recover possession of
17 a Rental Unit based upon facts which the Owner has no reasonable
18 cause to believe to be true or upon a legal theory which is untenable
19 under the facts known to the Owner. No Owner shall be liable under this
20 subsection for bringing an action to recover possession unless and until
21 the Tenant has obtained a favorable termination of that action. This
22 subsection shall not apply to any attorney who in good faith initiates legal
23 proceedings against a Tenant on behalf of an Owner to recover
24 possession of a Rental Unit;

25 (10) Interfere with a Tenant's right to quiet use and enjoyment of a Rental Unit
26 as that right is defined by California law;

27 (11) Refuse to acknowledge receipt of a Tenant's lawful Rent payment;
28

1 (12) Interfere with a Tenant's right to privacy, including, but not limited to,
2 entering or photographing portions of a Rental Unit that are beyond the
3 scope of a lawful entry or inspection.
4

5 **Section 8-134. Enforcement Procedures.**

6 Any violation of this Article is a misdemeanor. The City, at its sole discretion, may
7 choose to enforce the provisions of this Article through its administrative citations
8 procedure set forth in Chapter 11, Article 11.4 of the Municipal Code, and may pursue
9 any other civil or criminal enforcement action. The City's decision to pursue or not pursue
10 enforcement of any kind shall not affect a Tenant's right to pursue civil remedies under
11 this Article or any other applicable law.
12

13 **Section 8-135. Petition Process.**

14 (a) An Owner or a Tenant may file a petition with the Program Administrator to
15 request an upward or downward adjustment of Rent, establish eligibility for
16 exemptions under this Chapter, dispute the amount of Relocation Assistance due
17 under section 8-123, or other petitions as provided in adopted Regulations, and
18 appeals as provided in this Article. For purposes of a Petition Process, the Owner
19 and each Tenant of a Rental Unit that is the subject of a Petition shall be a "Party"
20 to the Petition.

21 (b) Upon the filing of a petition, the Program Administrator shall notify the petitioner
22 of the acceptance or denial of the petition based on the completeness of the
23 submission. The Program Administrator shall not assess the merits of the petition
24 but shall only refuse acceptance of a petition that does not include required
25 information or documentation. Upon acceptance of a petition, the Program
26 Administrator shall provide written notice to the Parties. The written notice shall
27 inform the Parties of the petition process, the right to respond, and include a copy
28 of the completed petition with the supportive documents available upon request.

1 Any response submitted by the responding Party will be made available to the
2 petitioning Party. Each accepted petition shall be scheduled for a hearing by the
3 Hearing Officer to be held on a date that is not less than fifteen days and not
4 more than sixty days from the date that the Program Administrator accepts the
5 petition. With agreement of the Parties, the Hearing Officer may hold the hearing
6 beyond the sixty days. Before the hearing, the Program Administrator, or
7 designee, may attempt, with the Parties concurrence, to mediate a resolution of
8 the petition. Notwithstanding any other provision of this Article, the Hearing
9 Officer may refuse to hold a hearing or grant a Rent adjustment if a Hearing
10 Officer has held a hearing and made a decision with regard to the same parties
11 and issues within the previous six months based on the same or substantially the
12 same grounds.

13 (c) The Board may elect to conduct a hearing on any Petition on its own motion or
14 that of a party. Otherwise, the Program Administrator shall assign the Hearing to
15 a Hearing Officer appointed by the City Manager or his or her designee.

16 (d) The Hearing Officer shall conduct the hearing informally. The proceeding will not
17 be governed by the technical rules of evidence and any relevant evidence will be
18 admitted. While relevant hearsay evidence can be considered, hearsay evidence
19 cannot be the sole basis to provide substantial evidence to support a decision.
20 The Hearing Officer shall have the power to issue subpoenas. The Hearing
21 Officer shall have no authority to consider the constitutionality of any Federal,
22 State or local law or regulation.

23 (e) Any Party may appear and offer such documents, testimony, written
24 declarations, or other evidence as may be pertinent to the proceeding. Each
25 Party shall comply with the Hearing Officer's request for documents and
26 information and shall comply with another Party's reasonable requests for
27 documents and information. The Hearing Officer may proceed with the hearing
28 notwithstanding that a Party has failed to appear, failed to provide the documents

1 or information requested by the Hearing Officer or by another Party. The Hearing
2 Officer may take into consideration, however, the failure of a Party to provide
3 such documents or information.

4 (f) The Hearing Officer may request the City to conduct a building inspection if the
5 Hearing Officer finds good cause to believe that the Board's current information
6 does not reflect the current condition of the Rental Unit.

7 (g) The Hearing Officer may consolidate pending petitions pertaining to Tenants in
8 the same building unless a Hearing Officer finds good cause not to consolidate.

9 (h) The Party who files the petition shall have the burden of proof. As to the burden
10 of proof, the Hearing Officer shall use the preponderance of evidence test, i.e.,
11 that what the petitioner is required to prove is more likely to be true than not and,
12 after weighing all the evidence, if the Hearing Officer cannot decide that
13 something is more likely to be true than not, the Hearing Officer must conclude
14 that the petitioner did not prove it.

15 (i) The hearing will be recorded for purposes of judicial review. The Hearing Officer
16 may request a transcript prior to making a decision.

17 (j) The Hearing Officer has the following powers:

18 (i) to order an upward or downward adjustment of rent;

19 (ii) to order a temporary downward adjustment of rent for no longer than
20 12 months to offset any rental amounts which were in excess of the
21 rent allowed under this Chapter;

22 (iii) To make recommendations to Board regarding exemptions under
23 this Chapter; and

24 (iv) Any other powers delegated to the Hearing Officer by the Board.

25 (k) In making an upward adjustment of Rent, the Hearing Officer shall grant an
26 upward adjustment only if such an adjustment is necessary to provide the Owner
27 with a constitutionally required fair return on property. The Hearing Officer shall
28 not determine a fair return solely by the application of a fixed or mechanical

1 accounting formula but there is a rebuttable presumption that maintenance of
2 Net Operating Income for the Base Year, as adjusted by inflation over time,
3 provided an Owner with a fair return on property.

4 (l) In making a downward adjustment of Rent, the Hearing Officer may consider
5 decreases in Housing Services, living space, or amenities; substantial
6 deterioration of the Rental Unit other than as a result of ordinary wear and tear;
7 the Owner's failure to comply substantially with applicable housing, health and
8 safety codes; the Owner's failure to comply with this Article; and the Owner's
9 right to fair return on property.

10 (m) Within thirty days of the close of the hearing, the Hearing Officer shall make a
11 determination on the merits of the Petition based on the preponderance of the
12 evidence and shall provide a written statement of decision, including findings
13 upon which the decision is based, to the Program Administrator.

14 (n) The Program Administrator shall send to the Parties the Hearing Officer's
15 decision and a notice of the Parties' rights to appeal.

16 (o) Any person aggrieved by the Hearing Officer's decision may appeal to the Board.
17 On appeal, the Board shall affirm, reverse, or modify the decision of the Hearing
18 Officer. Unless the Board elects to conduct a de novo hearing, Board review of
19 the Hearing Officer's decision shall be based on the record before the Hearing
20 Officer without holding a new hearing and the Hearing Officer's decision shall be
21 affirmed unless it is not supported by substantial evidence or is clearly erroneous.
22 The Board may consider additional evidence for good cause including evidence
23 which did not exist at the time of the hearing or which could not be discovered
24 using due diligence by a Party.

25 (p) The Hearing Officer's decision shall be the final decision of the Board in the
26 absence of an appeal to the Board. The decision shall not be stayed pending
27 appeal. In the event that the Board on appeal reverses or modifies the decision
28 of the Hearing Officer, the Owner, in the case of an upward adjustment of rent,

1 or a Tenant, in the case of a downward adjustment of rent, shall be ordered to
2 make retroactive payments to restore the parties to the position they would have
3 occupied had the Hearing Officer's decision been the same as the Board's."
4

5 **SECTION 3.** Chapter 2, Article 3 Sections 2-152.88 through 2-152.91 of the
6 Inglewood Municipal Code are hereby replaced in its entirety to read as follows:

7 **"Section 2-152.88. Rental Housing Board.**

8 There is hereby created and established a Rental Housing Board to perform the
9 functions designated in this Article.

10 (a) Membership of Board. The Rental Housing Board shall consist of five members
11 who shall be designated respectively as Board Member Nos. 1, 2, 3, 4 and 5.

12 (1) Board Member No. 1 shall be a residential landlord or owner appointed by
13 the Mayor with the approval of the City Council from nominees submitted by
14 the Councilmember from District No. 1.

15 (2) Board Member No. 2 shall be a residential landlord or owner appointed by
16 the Mayor with the approval of the City Council from nominees submitted by
17 the Councilmember from District No. 2.

18 (3) Board Member No. 3 shall be a residential tenant appointed by the Mayor
19 with the approval of the City Council from nominees submitted by the
20 Councilmember from District No. 3.

21 (4) Board Member No. 4 shall be a residential tenant appointed by the Mayor
22 with the approval of the City Council from nominees submitted by the
23 Councilmember from District No. 4.

24 (5) Board Member No. 5 shall be a City of Inglewood Employee as designated
25 and appointed by the Mayor with the approval of the City Council from
26 nominees submitted by the Mayor and serve as the Chairperson of the Board
27 unless otherwise unavailable.
28

1 Board Members Nos. 1-4 shall be residents of the City. Board Member No. 5 shall
2 be an Employee of the City. The Board Members shall consist of at least two Owners
3 and two Tenants. Three members of the Rental Housing Board shall constitute a quorum
4 for the transaction of business.

5
6 **Section 2-152.89 Term and Compensation.**

7 (a) Term. Unless otherwise removed by the City Council for any reason, all Board
8 Members shall serve terms which coincide with the term of the elected official
9 who nominated the Board Member. Provided, however, that each member shall
10 continue to serve until a successor has been appointed and qualified. Vacancies
11 shall be filled in the manner provided in Section 2-152.88 and shall be for the
12 remainder of the then current term.

13 (b) Compensation. Board Members shall receive no compensation for their services,
14 but shall be entitled to their reasonable and necessary expenses incurred in the
15 performance of their duties as Board Members, not to exceed the amount
16 budgeted therefor. This provision shall not prevent Board Member Number 4 from
17 receiving full compensation under an employment agreement with the City.
18

19 **Section 2-152.90 Powers and Duties.**

20 The Rental Housing Board shall have the following duties and powers:

21 (a) To hold regular meetings at least once each calendar month, or as needed, to
22 review applications submitted by Owners or Tenants under Chapter 8, Article 9
23 (Just Cause Eviction Protections) or Article 10 (Rent Control Regulations) of the
24 Municipal Code. Such meetings shall be fixed by resolution of the Board, and any
25 application fee shall be established by City Council resolution in the City's Master
26 Fee Schedule.

27 (b) To establish policies and procedures for administration and enforcement of Just
28 Cause Eviction Protections and Residential Rent Regulations, subject to

1 limitations imposed by State law, including, but not limited to, Civil Code sections
2 1940-1954.05 and 1954.50-1954.535, and Government Code section 7060-
3 7060.7.

4 (c) To conduct hearings on petitions filed pursuant to Chapter 8, Articles 9 and 10 or
5 appeals of decisions of a Hearing Officer filed pursuant to section 8-135(n).

6 (d) Such other duties as are designated by resolution of the City Council.
7

8 **Section 2-152.91 Appeal.**

9 Any decision of the Rental Housing Board shall be final unless judicial review is
10 sought in a court of competent jurisdiction. The Board decision shall take effect
11 immediately unless provided otherwise in the decision regardless of whether a Party
12 seeks judicial review.”
13

14 **SECTION 4.** If any section, subsection, sentence, clause, phrase or word of this
15 Ordinance is for any reason held to be invalid by a court of competent jurisdiction, such
16 decision shall not affect the validity of the remaining portions this Ordinance. The City
17 Council hereby declares that it would have passed and adopted this Ordinance, and
18 each and all provisions thereof, irrespective of the fact that one or more provisions may
19 be declared invalid.

20 **SECTION 5.** The City Clerk shall certify that to the approval, passage and
21 adoption of this Ordinance by the City Council and shall cause the same to be published
22 in accordance with the City Charter, and thirty days from the final passage and adoption,
23 this Ordinance shall be in full force and effect.
24

25 **INTRODUCED** at a regular meeting of the Inglewood City Council on
26 May 4, 2021.

27 **PASSED, APPROVED AND ADOPTED** at a regular meeting of the Inglewood
28 City Council on May 10, 2021.

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CITY OF INGLEWOOD:


James T. Butts, Jr., Mayor

ATTEST:


Aisha L. Thompson, City Clerk