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ORDINANCE NO.: 22-15

**AN ORDINANCE OF THE CITY OF INGLEWOOD, CALIFORNIA,
ADDING ARTICLE 11 (SHORT TERM RENTAL REGULATIONS) TO
CHAPTER 8 (BUSINESSES, TRADES, AND PROFESSIONS) TO
REGULATE SHORT TERM RENTAL AND VACATION RENTAL UNITS;
AND AMENDING CHAPTER 12 (PLANNING AND ZONING).**

WHEREAS, there is a shortage of affordable housing throughout the State of California, including the City of Inglewood; and

WHEREAS, advances in technology (AirBNB, VRBO, HomeAway and other similar websites, collectively “Online Platforms” or “Platform(s)”) have made it increasingly popular for persons to engage in the short term rental of dwellings as a business and thereby potentially removing long-term housing from the market; and

WHEREAS, the City must preserve its available housing stock for residents and long-term renters who contribute to the City’s cultural and ethnic diversity, and economic revival; and

WHEREAS, if left unregulated, the short term rental of dwellings can negatively affect residential neighborhoods’ character, weaken community bonds vital for a city to flourish and increase demand for public services; and

WHEREAS, short term rentals can provide an affordable lodging in a homelike setting that may be desirable to some visitors to Inglewood; and

WHEREAS, providing for limited instances for vacation rentals will expand short term rental opportunities without substantially depleting the City’s housing stock; and

WHEREAS, Inglewood Municipal Code section 8-23.4 requires persons who rent or lease residential units to pay an annual tax for engaging in a residential rental business; and

WHEREAS, Chapter 9 of the Municipal Code requires persons who rent or lease any tourist home or house, lodging house, rooming house, apartment house, or portion thereof, to transients to collect and remit a transient occupancy tax to the City; and

WHEREAS, persons who offer short term dwelling rentals through Online Platforms may

1 not be familiar with the City's business tax and transient occupancy tax regulations relating to
2 their short term rental; and

3 **WHEREAS**, the City's current regulations do not account for the growing popularity of
4 Online Platforms and their role in facilitating compliance with the City's tax regulations; and

5 **WHEREAS**, the City desires to adopt a comprehensive approach to regulate the short
6 term rental of dwellings within its geographic boundaries to mitigate the impacts of such
7 activities on residential and mixed-use neighborhoods and to ensure payment of all applicable
8 taxes; and

9 **WHEREAS**, Article XI, Section 7 of the California Constitution and well-established case
10 law provide cities with authority to regulate short term rentals as a land-use matter under a
11 city's police power; and

12 **WHEREAS**, on September 6, 2017, a Short Term Rental Overview was presented to the
13 Planning Commission describing how a few nearby municipalities are regulating short term
14 rentals. These practices have been employed to achieve particular policy objectives, allow the
15 benefits of short term rentals, and to identify and mitigate issues that can accompany the
16 implementation of short term rentals. The Planning Commission directed staff to return with
17 proposed regulations; and

18 **WHEREAS**, on July 11, 2018, following notice duly given, the Inglewood Planning
19 Commission held a full and fair public hearing regarding the establishment of a short term
20 rental ordinance, and considered all oral and written statements, protests and communication
21 made or filed by interested persons and parties regarding the proposed ordinance; and

22 **WHEREAS**, on July 11, 2018, the Planning Commission approved Resolution No. 1811 to
23 recommend approval of Zoning Code Amendment 2018-01 (ZCA 2018-01) to establish Short
24 Term Rental regulations; and

25 **WHEREAS**, on April 21, 2020, the Council set a May 19, 2020, public hearing to consider
26 the zoning code amendment. For various reasons the public hearing was continued to May 26,
27 2020, then to June 23, 2020, then to July 21, 2020, then to July 28, 2020, but was not held and
28 was re-noticed for October 6, 2020, which was postponed to October 27, 2020; and

1 **WHEREAS**, the October 27, 2020, public hearing was not held but on February 1, 2022,
2 the City adopted an interim ordinance imposing a temporary moratorium on the establishment
3 of further short term rental use, the prohibition of party-houses; and

4 **WHEREAS**, on March 15, 2022, the City conducted a public hearing and extended the
5 interim ordinance for an additional 10 month and 15 days or upon the effective date of a short
6 term rental ordinance, whichever came first, continuing a moratorium on any and all building
7 permits, business licenses, conditional use permits, or any entitlements for establishing or
8 expanding any short term rental anywhere in the City; and

9 **WHEREAS**, on June 21, 2022, the City introduced a Short Term Rental Ordinance, held
10 a public hearing and took public comments for and against the City adopting a Short Term
11 Rental Ordinance, and made certain changes to the Ordinance by interlineation; and

12 **WHEREAS**, amending the Inglewood Municipal Code as provided in this ordinance, will
13 give greater clarity to all interested parties regarding the City's short term rental expectations.

14 **NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF INGLEWOOD, CALIFORNIA,**
15 **DOES ORDAIN AS FOLLOWS:**

16 **SECTION 1.**

17 A new Article 11 (SHORT TERM RENTAL AND VACATION RENTAL REGULATIONS) of
18 Chapter 8 (BUSINESSES, TRADES, AND PROFESSIONS), of the Inglewood Municipal Code, is
19 hereby added to read as follows:

20 **Section 8-136. Objectives**

21 The objectives of the Short Term Rental regulations are:

- 22 1. To allow for the efficient use and sharing of residential structures without detracting
23 from residential neighborhoods' character.
- 24 2. To ensure that the inventory of permanent dwelling units within the City are not
25 reduced on an extended basis due to Short Term Rentals.
- 26 3. To provide short term lodging options for visitors to Inglewood in addition to traditional
27 hotels and motels.
- 28 4. To allow long term Inglewood residents the opportunity to supplement household

1 income and thereby benefit from Inglewood’s status as a sports entertainment
2 destination center.

3 **Section 8-137. Definitions**

- 4 1. **“Accessory Dwelling Unit”** (ADU) shall mean a dwelling unit providing complete
5 independent living facilities for one or more persons that (1) is located on a parcel with
6 another primary, single-unit dwelling as defined by State law; and (2) includes
7 permanent provisions for living, sleeping, eating, cooking, and sanitation on the same
8 parcel as the single-unit dwelling’s location.
- 9 2. **“Bedroom”** shall mean any habitable space in a dwelling unit other than a kitchen,
10 bathroom or living room that is intended for or capable of being used for sleeping, is at
11 least 70 square feet in area, is separated from other rooms by a door, and is accessible
12 to a bathroom without crossing another bedroom.
- 13 3. **“Booking Transaction”** shall mean any reservation or payment service provided by a
14 person or entity who facilitates a short term rental transaction between a prospective
15 visitor and Short Term Rental Host.
- 16 4. **“Dwelling Unit”** shall mean one or more rooms designed, occupied, or intended for
17 occupancy as separate living quarters, with full cooking, sleeping, and bathroom
18 facilities for the exclusive use of a single household.
- 19 5. **“Guidelines”** shall mean additional regulations which may include, but are not limited
20 to, registration requirements, permit conditions, reporting requirements, inspection
21 frequencies, enforcement procedures, advertising restrictions, disclosure
22 requirements, administrative subpoena procedures, insurance requirements, or other
23 provisions designed to carry out the intent of this Article. Said Guidelines may be
24 updated from time to time by City Council resolution. No person shall fail to comply
25 with any such Guidelines.
- 26 6. **“Habitable Space”** shall mean a space in a building for sleeping. Bathrooms, toilet
27 rooms, closets, halls, storage utility spaces, and similar areas are not habitable spaces.

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- 1 7. **“Initial Inspection”** shall mean any inspection conducted by the City’s Code
2 Enforcement Division, or designee, incident to the review of an application for an initial
3 Short Term Rental Permit. The City shall inspect the interior and exterior of the subject
4 property, including any improvements thereon, determine maximum occupancy and
5 parking capacity for the property, and verify compliance with the standards of this
6 Article and other applicable City Code provisions.
- 7 8. **“Local Contact Person”** shall mean a person 25 years or older who shall be available
8 seven (7) days a week, twenty-four (24) hours a day during the term of any Short Term
9 Rental for the purposes of (i) responding within sixty (60) minutes to complaints
10 regarding the condition or operation of the dwelling Unit or portion thereof, or the
11 conduct of Short Term Rental transient occupants; and (ii) taking appropriate remedial
12 action up to and including the immediate termination of the Short Term Rental if
13 allowed by any agreement to resolve such complaints.
- 14 9. **“Loud or Unruly Conduct”** shall mean any of the following, if in violation of any
15 provision of the Inglewood Municipal Code or State law:
- 16 a. Loud noise;
 - 17 b. Obstruction of a street or public right-of-way, including a sidewalk;
 - 18 c. Public intoxication or drinking in public;
 - 19 d. The service of alcoholic beverages to minors;
 - 20 e. Possession and/or consumption of alcohol by minors;
 - 21 f. Assault, battery, fights, domestic violence or other disturbances of the peace;
 - 22 g. The sale or service of alcoholic beverages without a required state license;
 - 23 h. Vandalism or destruction of property;
 - 24 i. Litter;
 - 25 j. Urinating or defecating in public;
 - 26 k. Trespassing;
 - 27 l. Unlawful possession or use of controlled substances, including, but not limited
28 to, cannabis.

- 1 10. **“Loud or Unruly Gathering”** shall mean a gathering of persons at a Dwelling Unit where
2 Loud or Unruly Conduct occurs or within 50 feet of the property line of the Dwelling
3 Unit, and which threatens or interferes with the public health, safety or welfare, or the
4 comfortable enjoyment of life and property.
- 5 11. **“Owner”** shall mean a natural person(s) who has an interest in the property as provided
6 for in the property deed. The term “Owner” also includes a personal or family trust
7 consisting solely of natural persons and the trustees of such trust. For the purposes of
8 this Article, the term “Owner” does not include a Business Entity of any type, nor any
9 person whose interest in a Dwelling Unit is solely that of a tenant, subtenant, lessee, or
10 sublessee under an oral or written rental housing agreement.
- 11 12. **“Party House”** shall mean a Dwelling Unit, the curtilage of a Dwelling Unit, or any part
12 of the residence, or property that is leased or rented for the purpose of holding parties
13 or gatherings of the type that hotel ballrooms or other event spaces are typically rented;
14 or where there is a Loud or Unruly Gathering.
- 15 13. **“Primary Residence”** shall mean the Dwelling Unit or usual place of return for housing
16 as documented by at least two of the following and in the host's name: motor vehicle
17 registration; driver's license; voter registration; tax documents showing the residential
18 unit as the host's residence; or a utility or cellular phone bill. A person may have only
19 one primary residence and must reside there for a minimum of three hundred and sixty-
20 five (365) days from the application submittal.
- 21 14. **“Renewal Inspection(s)”** shall mean upon the application for renewal of a Short Term
22 Renewal Permit, the subject property may be re-inspected, by the City’s Code
23 Enforcement, Short Term Rental Inspectors or Housing Inspection personnel, or any City
24 designee, based on standards established by the City to ensure continued compliance
25 with the standards of this Article and other applicable City Code provisions.
- 26 15. **“Short Term Rental”** shall mean a Dwelling Unit (rented in whole or in part) in which an
27 applicant hosts visitors in their Dwelling Unit, for compensation, for periods of 30
28 consecutive days or less.

- 1 16. **“Short Term Rental Host”** shall mean a natural person, as of the date the rental
2 application is submitted pursuant to Section 8-141: (1) has occupied the dwelling unit
3 that is the subject of the rental application as his or her Primary Residence for at least
4 the prior 365 consecutive days.
- 5 17. **“Short Term Rental Hosted”** shall mean a Dwelling Unit rented in part for which the
6 Short Term Rental Host rents out a room and remains in the Dwelling Unit during the
7 stay.
- 8 18. **“Short Term Rental Hosting Platform”** shall mean anyone who participates in the Short
9 Term Rental or Vacation business by collecting or receiving a fee, directly or indirectly
10 through an agent or intermediary, for conducting a Booking Transaction using any
11 medium of facilitation.
- 12 19. **“Short Term Rental Permit” or “Permit”** shall mean a City approved document granting
13 a Short Term Rental Host permission to rent a Dwelling Unit or part of a Dwelling Unit
14 on a short-term basis. A short term basis is 30 consecutive days or less to the same
15 person. A Short Term Rental Permit shall not grant permission for simultaneous uses.
- 16 20. **“Short Term Rental Unhosted”** shall mean renting an entire Dwelling Unit for which the
17 Short Term Rental Host does not remain in the Dwelling Unit. Short Term Rental
18 Unhosted is limited to one booking per dwelling per stay.
- 19 21. **“Vacation Rental(s)”** shall mean a Short Term Rental Unhosted. Vacation Rentals may
20 occur for a maximum of 90 days per calendar year, but in blocks of 30 consecutive days
21 or less. Rentals of units located within City-approved hotels, motels, and bed and
22 breakfasts shall not be considered a Vacation Rental.

23 **Section 8-138. Review and Approval Authority**

24 Establishment of a Short Term Rental or Vacation Rental shall be subject to the approval
25 of a Short Term Rental Permit. No person shall rent, offer to rent, or advertise for rent a unit
26 as a Short Term Rental without a valid permit issued by the city pursuant to and in the manner
27 provided for by this Article.

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1 **Section 8-139. General Regulations**

- 2 1. No Party House rentals or uses allowed.
- 3 2. A Short Term Rental Permit may not be assigned or transferred.
- 4 3. Short Term Rental Hosted may be allowed for an unlimited number of nights per
5 calendar year, but in blocks of 30 consecutive days or less. This subsection does not
6 apply to Vacation Rentals.
- 7 4. Short Term Rental Unhosted may be allowed for a maximum of ninety (90) nights per
8 calendar year, but in blocks of 30 consecutive days or less.
- 9 5. Accessory dwelling units (ADU) permitted on or after January 1, 2017, may not be used
10 as a Short Term Rental.
- 11 6. Any residence, or dwelling unit, subject to affordable housing covenants, and/or is
12 income-restricted under City, state, or federal laws is not eligible for use as a Short Term
13 Rental.
- 14 7. Unpermitted dwelling units may not be used as Short Term Rentals including, but not
15 limited to, tents, recreational vehicles and trailers.
- 16 8. In a Short Term Rental, there shall be no more than 4 persons per room of which again
17 will consist of no more than two adult guests per room.
- 18 9. A Short Term Rental may not be operated concurrently with active construction permits
19 or operated at a site with open code violation(s).
- 20 10. Short Term Rental Host must be the Owner and have resided at the Dwelling Unit for at
21 least the last 365 consecutive days prior to application submittal. For Vacation Rentals
22 see Section 8-140 subsection 1.
- 23 11. A Short Term Rental Host may not advertise their Short Term Rental unit onsite in a
24 visible way from any public space.
- 25 12. A Short Term Rental Host must provide the Uniform Resource Locator (URL, i.e., the
26 web site address) for any and all advertisements of the rental on the Short Term Rental
27 Permit application if a web service is used.
- 28 13. A Short Term Rental Host must provide the names and proof of publications of any and

1 all advertisements of the rental on the Short Term Rental Permit application that were
2 done outside of a web service.

3 14. Transient Occupancy Taxes (TOT) shall be collected by all Short Term Rental Hosts
4 pursuant to Chapter 9, Article 8 of this Code. If a Short Term Rental Host Platform does
5 not receive payment for the rental, Short Term Rental Hosts are solely responsible for
6 collecting all applicable TOT and remittance of the collected tax to the City. If a Short
7 Term Rental Host Platform does collect payment for rentals, then it and the Short Term
8 Rental Host shall have legal responsibility for the TOT's collection and remittance.

9 **Section 8-140. Vacation Rentals**

10 1. Vacation Rentals shall be eligible for the following property types provided that the
11 Vacation Rental is within one thousand (1,000') feet of the property line of the Primary
12 Residence, Property Owner, has been a resident in the City of Inglewood for a minimum
13 of ten (10) consecutive years, has owned their current primary residence for a minimum
14 of five (5) consecutive years, and has owned the vacation rental for a minimum of 365
15 consecutive days, immediately preceding the submittal of the application:

- 16 a. Single Family Homes, and condominiums whose owner(s) is defined in Section
17 8-137. For these property types that have a Home Owners Association (HOA),
18 written approval (on HOA Letterhead) will be required by the HOA with contact
19 information to verify the approval if needed.
- 20 b. Properties containing two (2) units, whose owner(s) is as defined in Section 8-
21 137, in which one of the units is the owner's primary place of residence,
22 continues in occupancy, and the owner's tenancy existed prior to the tenancy of
23 the other unit or the other unit is vacant.
- 24 c. Properties containing two (2) to four (4) units, whose owner(s) is defined in
25 Section 8-137, and the owner's primary residence is also established and
26 continuous.
- 27 d. Owners of properties in subsections (b) and (c) that are subject to Chapter 8,
28 Articles 9 and 10, shall not operate a Short Term Rental until and unless the

- 1 property is registered with the Housing Protection Department, and all fees,
2 fines and penalties have been paid.
- 3 2. Only one unit can qualify as a vacation rental.
- 4 3. If more than one Dwelling Unit is on the parcel, the owner's primary residence must be
5 located on the property.
- 6 4. The proposed vacation unit must be vacant.
- 7 5. Be available for rent 90 calendar days or less and in blocks of 30 consecutive days or less
8 per calendar year.
- 9 6. Be allowed only as long as the Short Term Rental Permit is valid.
- 10 7. Be subject to Sections 8-139 and 8-141 of this Article.

11 **Section 8-141. Short Term Rental Authorization and Host Responsibilities**

12 Notwithstanding any provision of this Code to the contrary, Short Term Rentals shall be
13 authorized in the City, provided that the Short Term Rental Host:

- 14 1. Completes a short term rental application provided by the City. Such application shall
15 include, but is not limited to:
- 16 a. Address and Assessor's Parcel Number where the Short Term Rental will take
17 place;
- 18 b. The identification of the type of use desired, e.g. Short Term Rental Hosted,
19 Unhosted, Vacation Rental;
- 20 c. Type of Dwelling Unit (e.g., single-family home, duplex, triplex, four-plex);
- 21 d. The total number of residents of the Dwelling Unit;
- 22 e. A list of all persons that will be a Short Term Rental Host for the Unit;
- 23 f. Legal name, address, email address, and telephone number of all Short Term
24 Rental Host(s), agent(s) of said Host and Local Contact Person(s) of the property
25 proposed to operate as a Short Term Rental Unit;
- 26 g. A floor plan or diagram of each Bedroom, office, den, living room, etc., in the
27 Dwelling Unit;
- 28 h. The floor plan or diagram shall provide information for each Bedroom, including

- 1 whether or not the room will be rented, and the locations of all fire
2 extinguishers, smoke detectors, and carbon monoxide detectors;
- 3 i. A link or website address to all Short Term Rental Hosting Platforms advertising
4 the Dwelling Unit. This information shall be submitted within five days of an
5 applicant receiving a Permit and having placed an advertisement;
- 6 j. An affidavit/covenant certifying that the Short Term Rental Host will comply
7 with all of the short term rental ordinance provisions, conditions for operating
8 a Short Term Rental, and all relevant laws or be subject to revocation of their
9 Short Term Rental Permit;
- 10 k. Written permission from the Home Owners Association (HOA) if applicable.
- 11 2. Obtains and maintains at all times a valid Short Term Rental Permit.
- 12 3. Operates the Short Term Rental activity in compliance with all Short Term Rental Permit
13 conditions, which may be imposed by the City to effectuate the purpose of this Article.
- 14 4. Maintains liability insurance to cover Short Term Rental Hosting with minimum limits of
15 not less than \$500,000 or conducts each Short Term Rental Hosting transaction through
16 a Short Term Rental Hosting Platform that provides equal or greater coverage.
- 17 5. Collects and remits Transient Occupancy Tax (“TOT”), in coordination with any Short
18 Term Rental Host Platform if utilized, to the City and complies with all City TOT
19 requirements as set forth in Article 8 of Chapter 9 of this Code.
- 20 6. Takes responsibility for and actively prevents, or immediately abates (within 1 hour) any
21 nuisance activities that may take place as a result of Short Term Rental activities.
- 22 7. Complies with all applicable laws and regulations, including the City’s Noise Regulations
23 (Article 2 of Chapter 5 of the Inglewood Municipal Code), all health, safety, building, and
24 fire protection laws.
- 25 8. Ensures that basic health and safety features are provided, including fire extinguishers,
26 smoke detectors, and carbon monoxide detectors.
- 27 9. Agrees to provide guests with a clearly visible and legible notice with an evacuation route
28 and emergency instructions that is inclusive of the locations of all fire extinguishers,

- 1 smoke detectors, and carbon monoxide alarms. The notice shall also include trash pickup
2 day and the rules and regulations regarding trash removal, including without limitation,
3 when trash may be left out.
- 4 10. Limits guest on street parking to one (1) vehicle per booking.
- 5 11. Provides information on noise regulations, quiet hours, trash and recycling requirements
6 to prospective guests, prior to their occupancy of the unit. Host shall also inform guests
7 of any cameras on the property.
- 8 12. Provides a code of conduct to all guests that includes the relevant provisions of this
9 Article and other information to address behavioral, safety, security, and other matters
10 as may be provided in any Guidelines.
- 11 13. Agrees to affix the short-term rental permit on the inside of the main entry door of each
12 short-term rental unit to which it applies. The interior display will also contain the
13 maximum number of overnight occupants permitted to stay in the unit, any parking
14 restrictions, and a 24-hour, seven-day per week local phone number of the agent
15 responsible for the short-term rental unit.
- 16 14. Consents to receive all City notices and citations regarding their Short Term Rental
17 activities by U.S. Mail and/or email.
- 18 15. Accepts and agrees that the validity of a Short Term Rental Permit is predicated upon
19 obtaining and maintain a valid Short Term Rental Business Tax Certificate.
- 20 16. Keeps and preserves, for a minimum period of three years, all records regarding each
21 Short Term Rental event, including the length of stay and the price paid for each stay,
22 and any other records required by and Guidelines promulgated by the City.
- 23 17. Agrees, on the Short Term Rental application, to the City's inspection of records at all
24 reasonable times and places for the purposes of enforcement of this Section.
- 25 18. Is found to be in compliance with the relevant Inglewood Municipal Codes upon an
26 Initial Inspection and any Renewal Inspection(s).
- 27 19. Complies with the regulations contained within this Article and/or any Short Term
28 Rental Guidelines.

- 1 20. Places the City issued registration number on all advertisements.
- 2 21. Consents to be listed on a registry created by the City and updated periodically by the
3 City. The City may publish the registry, and a copy shall be provided to any person upon
4 request.
- 5 22. Accepts that a Short Term Rental Permit may be valid for one (1) year, which may be
6 renewed by the Short Term Rental Host by filing a completed renewal application. Initial
7 and renewal applications shall be in a form prescribed by the City.
- 8 23. Agrees that the City shall determine, in its sole discretion, the completeness of an
9 application. Upon receipt of a complete initial application, the City shall:
- 10 a. Send mailed notice to the owner of record of the Short Term Rental, informing
11 the owner that an application has been received;
- 12 b. Mail notice to any applicable homeowner's association that the subject's site is
13 contained within as well as any owners and occupants of all abutting properties;
- 14 c. Hold the application for up to 60 days after sending such notice;
- 15 d. Review and consider any information submitted by any such homeowner
16 association, neighboring owner or occupant, or member of the public regarding
17 the resident's eligibility and/or the Dwelling Unit for listing on the registry (see
18 Section 8-141 subsection 21) received during the 60-day hold period.
- 19 24. Provides on both the initial application, and any renewal application, information
20 sufficient to show that the Short Term Rental is the applicant's Dwelling Unit.
21 Additionally, the City may require information necessary to show Dwelling Unit
22 compliance with this Article. Residency shall be established by showing that the Short
23 Term Rental is listed as the applicant's Dwelling Unit on bills from two of the following
24 utilities: water, gas or electric covering at least the last 365 consecutive days of
25 application submittal (for Vacation Rentals see Section 8-140 subsection 1) plus one of
26 the following:
- 27 a. Motor vehicle registration;
- 28 b. Driver's license;

- 1 c. Tax documents showing the Short Term Rental as the resident’s Dwelling Unit
- 2 for tax purposes.
- 3 25. Provides on any new and renewal application sufficient information to show that the
- 4 applicant is the resident and has occupied the Dwelling Unit for at least 365 consecutive
- 5 days of application submittal. For Vacation Rentals see Section 8-140 subsection 1.
- 6 Upon the City’s determination that an application is complete, the Short Term Rental
- 7 shall be entered into the Short Term Rental Registry (Section 8-141 subsection 21) and
- 8 assigned an individual registration number.
- 9 26. Understands and agrees that the fee for both the initial application and all renewal
- 10 applications shall be non-refundable as listed in the City’s Master Fee Schedule and
- 11 payable to the City of Inglewood. The non-refundable application fee shall be due at the
- 12 time of application submittal.
- 13 27. Required to provide an annual statement of gross earnings.

14 **Section 8-142. Appeals, Denials, Suspensions, and Revocations.**

- 15 1. **Appeals.** The applicant may appeal any Permit denial, suspension or revocation as
- 16 set forth in this Article. The appeal shall be filed with a non-refundable fee listed in the
- 17 City’s Master Fee Schedule, paid to the City in the Finance Department office no later
- 18 than fifteen (15) calendar days after the date of the notice of the denial (suspension, or
- 19 revocation) is mailed. Should the aforementioned fifteen (15) calendar day fall on a day
- 20 that the City is closed for business, then the next City business day shall be considered
- 21 the fifteenth (15) day. The appeal shall be heard by the Permits and Licenses Committee
- 22 no later than forty-five (45) calendar days after the appeal is filed. A decision shall be
- 23 rendered no later than ten (10) calendar days after the appeal hearing. The decision of
- 24 the Permits and Licenses Committee shall be final.
- 25 2. **Denial, Suspension, or Revocation.** Notwithstanding any other provision of this Code
- 26 to the contrary, the City Manager, or designee, may require the denial, suspension, or
- 27 revocation of any Short Term Rental Permit. The denial, suspension, or revocation shall
- 28 become effective fifteen (15) calendar days after the mailing of a notice of intent to

1 deny, suspend, or revoke. An appeal may be filed pursuant to Section 8-142, Subsection
2 1.

3 **3. Grounds for Denial, Suspension or Revocation**

4 a. A Permit issued pursuant to this Article may be denied, suspended or revoked
5 upon any of the following grounds:

6 i. A material misrepresentation, false or misleading information was
7 included on the application or renewal application;

8 ii. A violation of any provision under this Article, any applicable provision
9 of this Code and/or any other applicable law, rule or regulation has
10 occurred on the premises of the Short Term Rental;

11 iii. An authorized official has given notification of existing health or safety
12 violations on the property or non-compliance with applicable laws, rules
13 or regulations relating to health and safety;

14 iv. A Permit for the property has been revoked in the previous twelve (12)
15 months, unless the property has been sold and the new owner can
16 demonstrate to the City that a change of property ownership during that
17 time period;

18 v. The applicant is delinquent in the payment of any outstanding fees,
19 assessments or taxes owed to the City related to any property located in
20 the City that is owned including, but not limited to Transient Occupancy
21 Taxes (TOT).

22 **Section 8-143. Hosting Platform Responsibilities**

23 1. Short Term Rental Host Platforms shall be responsible for collecting all applicable TOTs
24 and remitting the same to the City. The Short Term Rental Host Platform shall be
25 considered an agent of the Short Term Rental Host for purposes of TOT collections and
26 remittance responsibilities as set forth in Article 8, Chapter 9 of this Code.

27 2. Subject to applicable laws, Short Term Rental Host Platforms shall disclose to the City,
28 on a monthly basis, each Short Term Rental or Vacation Rental listing located in the City,

1 the names of the persons responsible for each such listing, the address of each such
2 listing, the length of stay for each such listing and the price paid for each stay. Said
3 disclosures shall be in electronic form.

4 3. Short Term Rental Host Platforms shall remove any improper listings within five
5 calendar days of the City providing written, including electronic, notification of an
6 unpermitted or unauthorized Short Term Rental.

7 4. Short Term Rental Host Platforms shall not collect or receive a fee, directly or indirectly
8 through an agent or intermediary, for facilitating or providing services ancillary to an
9 unregistered Short Term Rental or Vacation Rental, including, but not limited to,
10 insurance, concierge services, catering, restaurant bookings, tours, guide services,
11 entertainment, cleaning, property management, or maintenance of the Short Term
12 Rental.

13 5. A Short Term Rental Host Platform operating exclusively on the Internet, which
14 operates in compliance with subsections 1, 2, 3 and 4 above, shall be presumed to be
15 in compliance with this Article, except that the Short Term Rental Hosting Platform
16 remains responsible for compliance with the administrative subpoena provisions of
17 Section 8-147 subsection 6.

18 6. Within forty-five (45) days of the effective date of this Ordinance, Short Term Rental
19 Host Platforms with listings located in the City shall provide to the City contact
20 information for an employee or representative of the Short Term Rental Host Platform
21 that will be responsible for responding to requests for information from the City,
22 including requests related to possible violations of this Article.

23 7. The provisions of this Section shall not apply to a Short Term Rental Host Platform
24 whenever it complies with any conflicting Guidelines approved by City Council
25 resolution that describe how the Short Term Rental Host Platform shall satisfy the Short
26 Term Rental Host Platform responsibilities.

27 8. The provisions of this Section shall be interpreted in accordance with otherwise
28 applicable State and Federal law(s) and will not apply if determined by the City to be in

1 violation of, or preempted by, any such law(s).

2 **Section 8-144. Prohibitions**

3 No person shall undertake, maintain, authorize, aid, facilitate, or advertise any Vacation
4 Rental activity or any Short Term Rental activity that does not comply with this Article.

5 **Section 8-145. Preemption**

6 If any provision of this Article conflicts with any provision of the Zoning Ordinance
7 codified in Chapter 12 of this Code, the terms of this Article shall prevail.

8 **Section 8-146. Fees**

9 The City Council may establish and set by resolution all fees and charges as may be
10 necessary to effectuate the purpose of this Article.

11 **Section 8-147. Enforcement**

- 12 1. It is unlawful to violate any provision of this Article. A violation of this Article by any
13 person, Short Term Rental Host, Owner, or Short Term Rental Host Platform that
14 violates its obligations under Section 8-143, shall be guilty of an infraction unless
15 determined to be a misdemeanor pursuant to Article 1-18.3 of this Code.
- 16 2. Any action by a Short Term Rental Host or Owner that is an infraction is punishable
17 pursuant to Government Code 36900, or as that section may be amended from time to
18 time.
- 19 3. Any person convicted of violating any provision of this Article in a criminal case or found
20 to violate this Article in a civil or administrative case brought by a law enforcement
21 agency shall be ordered to reimburse the City and other participating law enforcement
22 agencies their full investigative costs, pay all back TOTs, and remit all illegally obtained
23 rental revenue to the City so that it may be returned to the Short Term Rental visitors
24 or used to compensate victims of illegal Short Term Rental Host activities.
- 25 4. Any Short Term Rental Host who violates any provision of this Article, or Short Term
26 Rental Host Platform that violates its obligations under Section 8-143, may be subject
27 to administrative fines and administrative penalties pursuant to Article 11.4 of Chapter
28 11 of this Code.

- 1 5. Any interested person may seek an injunction or other relief to prevent or remedy
2 violations of this Article.
- 3 6. The City may issue and serve administrative subpoenas as necessary to obtain specific
4 information regarding Short Term Rental or Vacation Rental listings located in the City,
5 including, but not limited to, the names of the persons responsible for each such listing,
6 the address of each such listing, the length of stay for each such listing and the price
7 paid for each stay, to determine whether the Short Term Rental or Vacation Rental
8 listings complies with this Article. Any subpoena issued pursuant to this section shall
9 not require the production of information sooner than thirty (30) days from the date of
10 service. A person that has been served with an administrative subpoena may seek
11 judicial review during that thirty-day period.
- 12 7. The remedies provided in this Article are not exclusive, and nothing in this Article shall
13 preclude the use or application of any other remedies, penalties or procedures
14 established by law.
- 15 8. Each day, or a portion thereof, that a violation of this Article occurs or continues is
16 considered a separate offense.

17 **Section 8-148 Temporary Permits**

18 Any person operating a Short Term Rental or Vacation Rental on the effective date and
19 in violation of this Ordinance shall have until 11:59 pm, September 30, 2022, to obtain a valid
20 Permit. Said Permit shall be predicated upon payment of all relevant back taxes and fees since
21 January 1, 2022. Said Permit shall expire on 11: 59 pm, December 31, 2022. This Section shall
22 automatically sunset on January 1, 2023.

23 **SECTION 2.**

24 Any provision of the Inglewood Municipal Code, or appendices thereto, inconsistent
25 with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is
26 hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

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SECTION 3.

Section 12-1.35. (Dwelling) of Article 1 (Definitions) of Chapter 12 of the Inglewood Municipal Code is hereby deleted in its entirety and replaced the following:

“Dwelling” shall mean a building or portion thereof designed for or occupied exclusively for residential purposes, including one-family, two-family, multiple dwellings, Transitional Housing, Supportive Housing, and Short Term Rental, (subject to the regulations contained within Article 11 of Chapter 8 of the IMC) but not including hotels, boarding and lodging houses.

SECTION 4.

Section 12-1.105.1. (Short Term Rental) is hereby added to Article 1 (Definitions) of Chapter 12 of the Inglewood Municipal Code to read as follows:

“Short Term Rental” and shall mean the same as defined in Chapter 8, Article 11, of the Inglewood Municipal Code.

SECTION 5.

Section 12-1.128.1 (Vacation Rental) is hereby added to Article 1 (Definitions) of Chapter 12 of the Inglewood Municipal Code to read as follows:

“Vacation Rental” and shall mean the same as defined in Chapter 8, Article 11, of the Inglewood Municipal Code.

SECTION 6.

Section 12-17.11. Short Term Rental (STR) and Vacation Rental (VR) is hereby added to Article 1.2 (Home Occupations Regulations) of Chapter 12 of the Inglewood Municipal Code to read as follows:

“Short Term Rental and Vacation Rental use shall be permitted in all residential zones and in Mixed-Use zones where residential use is permitted, and shall be subject to the provisions of Chapter 8, Article 11 of the Inglewood Municipal Code.”

SECTION 7.

If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its Application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or

1 enforceability of the remaining sections, subsection, subdivisions, paragraphs, sentences,
2 clauses or phrases of this Ordinance, or its Application to any other person or circumstance.
3 The City of Inglewood hereby declares that it would have adopted each section, subsection,
4 subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one
5 or more of the sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases
6 hereof be declared invalid or unenforceable.

7 **SECTION 8.**

8 The City Clerk shall certify to the introduction, approval, passage, and adoption of this
9 Ordinance by the City Council and shall cause the same to be published in accordance with the
10 City Charter, and thirty days from the final passage and adoption, this Ordinance shall be in full
11 force and effect.

12 **Introduced** at a regular meeting of the Inglewood City Council, this _____ day of
13 _____, 2022.

14 **Passed and Adopted** at a regular meeting of the Inglewood City Council, this _____ day
15 of _____, 2022.

16 **APPROVED:**

17 _____
18 James T. Butts, Jr., Mayor

19 **ATTEST:**

20 _____
21 Aisha L. Thompson, City Clerk

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