

Mayor
Ron Morrison

Council Members
Albert Mendivil
Alejandra Sotelo-Solis
Mona Rios
Jerry Cano



City Attorney
Angil P. Morris-Jones

Senior Assistant City Attorney
Nicole Pedone

Deputy City Attorney
Roberto M. Contreras

MEMORANDUM

DATE: March 12, 2017

TO: Michael Dalla, City Clerk

FROM: Angil P. Morris-Jones, City Attorney

SUBJECT: Title and Summary of Residential Rent Control Measure

A MEASURE TO ESTABLISH A PROGRAM OF RESIDENTIAL RENT CONTROL, INCLUDING JUST CAUSE FOR EVICTION AND RENT STABILIZATION PROVISIONS, AND CREATING A FIVE-MEMBER RENT BOARD TO ADMINISTER AND ENFORCE THE PROGRAM

If approved by a majority vote, this measure would approve an ordinance establishing a program of residential rent control. Subject to certain exemptions, the ordinance would apply to all residential rental units, defined in the ordinance as "Controlled Rental Units". The following rental units would be exempt from the provisions of the ordinance: rental units in hotels or motels; rental units in hospitals, extended care medical facilities, or dormitories; rental units owned by certain types of non-profits; where a single-family home is the primary residence of the homeowner and (i) the rental unit is one of two units on the same parcel, and one of the units is occupied by a person as a primary residence, or (ii) the tenant shares a bathroom or kitchen with the homeowner, or (iii) the homeowner creates a temporary tenancy of no more than 12 consecutive months.

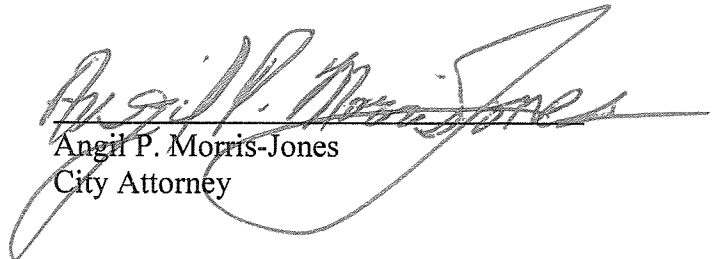
The ordinance would create a Rent Board, composed of five members serving staggered four-year terms, who shall be appointed by the City Council. The Board would administer and enforce the rent control program independently of the City Council, City Manager, and City Attorney. The Board would finance its reasonable and necessary expenses by charging landlords annual "Rental Housing Fees."

The ordinance would include "just cause for eviction protections", which would prohibit a landlord from taking action to terminate any tenancy except under specified circumstances, such as the tenant's failure to pay rent, or substantial violation by the tenant of the material terms of the rental agreement

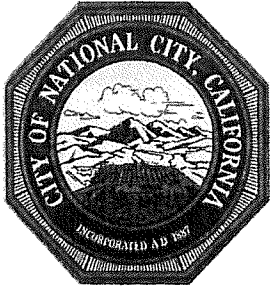
Residential Rent Control
2018 Ballot Measure
Title and Summary
March 12, 2018

The ordinance would include rent stabilization provisions, under which a "Base Rental Rate" would be established for each Controlled Rental Unit. The Base Rental Rate for the first year of the ordinance would be the rental rate legally applicable to each Controlled Rental Unit as of the date of the publishing of the title and summary of the ordinance. The Base Rental rate would serve as the reference point from which the "Maximum Allowable Rate" for any controlled rental unit shall be adjusted upward or downward each year. No later than June 30 of each year, the Rent Board would announce the percentage by which rent for Controlled Rental Units will be adjusted effective September 1 of that year, referred to as the "Annual General Adjustment." The Annual General Adjustment would be equal to 100% of the percentage increase in the Consumer Price Index, or any successor designation of that index that may later be adopted by the U.S. Department of Labor. Upon the receipt of a petition by a landlord and/or a tenant, the Maximum Allowable Rent may be adjusted upward or downward by a hearing officer appointed by the Board, whose decision may be appealed to the Board.

The ordinance would include administrative and civil remedies, as well as criminal penalties, for violation of its provisions.



Angil P. Morris-Jones
City Attorney



City of National City
Office of the City Clerk
1243 National City Blvd., National City, CA 91950-4397
Michael R. Dalla – City Clerk
(619)336-4226 (619) 336-4229

June 6, 2017

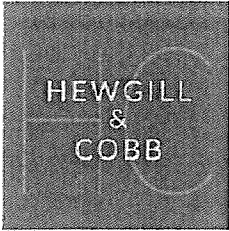
Hewgill & Cobb
2169 1st Avenue
San Diego, CA 92101

Dear Mr. Hewgill;

Attached you will find the Ballot Title and Summary you requested.

Respectfully,

Michael R. Dalla
City Clerk



THE LAW OFFICE OF HEWGILL & COBB
2169 1ST AVE
SAN DIEGO, CA 92101
P. 619.432.2520 | F. 619.377-6026
HEWGILLCOBB.COM

RECEIVED
CITY CLERK
2018 FEB 28 P 4: 37
CITY OF NATIONAL CITY

February 27, 2018

City Clerk of National City
1243 National City Boulevard
National City, CA 91950-4301

RE: **Request for Title and Summary**

To Whom it May Concern,

Enclosed please find a Notice of Intent to Circulate an Initiative entitled "The National City Rent Control and Community Stabilization Ordinance". Please also find the complete text of the proposed Initiative, the proponents' certifications, and a \$200 filing fee.

Please immediately transmit a copy of this measure to the City attorney for preparation of a ballot title and summary.

Please direct all questions and correspondence regarding this matter to me via jhewgill@hewgillcobb.com, or by phone at (619) 534-6762.

Sincerely

A handwritten signature in black ink, appearing to read "Justin Hewgill".

Justin Hewgill, esq.

Notice of Intent to Circulate Petition

We the undersigned, by this letter, hereby give notice that we, the filers and proponents, intend to circulate the attached Petition (proposed Ordinance by Initiative), The National City Rent Control and Community Stabilization Ordinance, to electors of National City.

Filers and Proponents:

Irvin Martinez

Irvin Martinez
1321 E 18th Street, Apartment A
National City, CA 91950

2-27-18

Date

Certification:

I, Irvin Martinez, acknowledge that it is a misdemeanor under state law (Section 18650 of the Elections Code) to knowingly or willfully allow the signatures on an initiative petition to be used for any purpose other than qualification of the proposed measure for the ballot. I certify that I will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.



Irvin Martinez

Dated this 27 day of February, 2018

THE PEOPLE OF NATIONAL CITY ORDAIN AS FOLLOWS:

THE NATIONAL CITY RENT CONTROL AND
COMMUNITY STABILIZATION ORDINANCE

- Sec. 1 Title and Purpose.
- Sec. 2 Findings.
- Sec. 3 Definitions.
- Sec. 4 Homeowner Protections.
- Sec. 5 Just Cause for Eviction Protections.
- Sec. 6 Rental Housing Board.
- Sec. 7 Stabilization of Rents; Right of Reasonable Return for Landlords.
- Sec. 8 Non-waiverability.
- Sec. 9 Judicial Review.
- Sec. 10 Remedies.
- Sec. 11 Injunctive and Other Civil Relief.
- Sec. 12 Partial Invalidity.
- Sec. 13 Supersedes.
- Sec. 14 Majority Approval, Effective Date, Execution.

Sec. 1. **Title and Purpose.**

This Ordinance shall be known as the National City RENT CONTROL and Community Stability Ordinance. The purpose of this Ordinance is to promote neighborhood and community stability, healthy housing, and affordability for renters in National City by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair and reasonable return on their investment and protections for homeowners.

Sec. 2. **Findings.**

The people of National City find and declare as follows:

(a) In its most recent report on the San Diego County Housing Market Area, the Department of Housing and Urban Development (HUD) described the County's rental housing market as "currently tight" at a vacancy rate of 3.6%, having dropped from a vacancy rate of 5.6% in 2010.

(b) In a story published October 5, 2017, the *San Diego Union Tribune* stated that "average rent in San Diego County hit a record high of \$1,875 last month, continuing more than six years of rising rents in a tight housing market."

(c) According to the US Census Bureau American Community Survey:

- Renters make up 68.1% of all occupied housing units in National City.
- National City presently has the lowest median gross rent of any incorporated city within San Diego County

- The median gross rent for rental housing units in National City increased 16.6% in one year, from \$980 in 2015 to \$1143 in 2016.
- The share of renter households in National City that experience “housing cost burden”, that is, pay at least 30% of their household income in gross rent, is 62.6.%.
- The share of households that suffer from “severe housing cost burden”, or pay at least half of their household income in gross rent, is high and increasing. This situation now affects 31.3% of renter households, having increased from 23.5% of such households in 2007.
- The share of households that moved into their home before 2010 decreased from 52.8% in 2015 to 37.2% in 2016, indicating that long term National City residents are moving out of the homes they have lived in for years or even decades.

(d) Members of community organizations have met with Members of the National City Council to discuss the problem of tenants experiencing large rent increases and to urge the City Council to take action to impose reasonable limits on rent increases.

(e) Community organizations organized a public Housing Forum at St. Anthony’s Church in National City to discuss the issues of large rent increases and evictions with tenants, community members and elected officials on December 14th, 2017.

(f) The people of the National City find and declare that excessive rental increases could result in the displacement of low-income to moderate-income families.

(g) Without adequate, reasonable, rationally-related controls on rent increases and other rent stabilization measures, along with just cause for eviction protections, certain aspects of public peace, health, or safety in the National City are at risk. It is in the interest of the City, of owners and residents of rental units, and of the community as a whole that the City enact regulations to protect and promote housing affordability within the City including, but not limited to, rent stabilization and just cause for eviction regulations.

(h) In light of the numerous concerns noted herein, including, but not limited to, the current and immediate threat to the health, safety, and welfare of the City’s residents and the adverse impacts that would result from a substantial decrease of housing affordability within the City, the People of National City determine that it is in the interest of immediately preserving the public health, safety and general welfare to adopt this Ordinance in order to allow staff to put into place, among other things, regulations to protect affordable housing within the City, just cause for eviction policies, and rent stabilization.

(i) Rent stabilization has been adopted in a dozen jurisdictions in California and has long been upheld as constitutional by the California Supreme Court. Many cities with rent control are exploring ways to strengthen and expand tenant protections.

(j) This Ordinance shall supersede any ordinance passed by the National City Council covering the area of rents or evictions.

Sec. 3. **Definitions.**

The following words or phrases as used in this Amendment shall have the following meanings:

(a) **Annual Allowable Rental Adjustment**: "Annual Allowable Rental Adjustment" refers to the limit on the Maximum Allowable Rent increase, which a Landlord may charge on any Controlled Rental Unit each year without order from a hearing officer.

(b) **Base Rental Rate**: The term "Base Rental Rate", shall refer to the legal rental rate, from which the Allowable Rental Adjustment is made. Each covered unit will have new Base Rental Rate each year, which the rental rate legally applicable to the unit at the time that the new Allowable Rental Rate is published by the Rent Board. The Base Rental Rate for the first year this Ordinance is enacted by the voters shall be the rental rate legally applicable to each covered unit at the Publishing of this Ordinance.

(c) **Publishing of this Ordinance**: The term "Publishing of this Ordinance" shall refer to the publishing of the title and summary of this ordinance as required by the Election Code at 9205.

(d) **Rent Board**: The term "Rent Board" refers to the National City Rental Board established by this Ordinance.

(e) **Disabled**: A person with a "disability" as defined in *Govt. Code* Section 12955.3.

(f) **Controlled Rental Units**: All Residential Rental Units in National City, except those Rental Units exempt under one or more of the following provisions:

(1) Rental Units in hotels, motels, inns, tourist homes and rooming and boarding houses which are rented primarily to transient guests for a period of fewer than fourteen (14) days.

(2) Rental Units in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged, or dormitory owned and operated by an accredited institution of higher education.

(3) Rental Units which applicable federal or state law or administrative regulation specifically exempt from municipal rent control.

(4) Any units exempted by the Homeowner Protections in Section 4.

(5) Rental Units where the owner is a non-profit and the rental rates are set at or below the rates set by a tax credit program, or the rental rates are set at or below rates in an "assisted housing development," as defined at Government Code section 65863.10; provided that upon the termination of the rent regulation by a tax credit program or assisted housing development program after the date of the publication of this ordinance, the provisions of this Ordinance shall apply and the Base Rental Rate shall be the amount set prior to such termination.

(a) **Housing Services:** Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, utilities that are paid by landlord, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.

(b) **Landlord:** An owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any Rental Unit, or an agent, representative or successor of any of the foregoing.

(c) **Maximum Allowable Rent:** The maximum allowable rent which may be charged on any Controlled Rental Unit covered by this Ordinance.

(d) **Primary Residence:** Occupancy of a Primary Residence does not require that the individual be physically present in the unit at all times or continuously, but the unit must be the individual's usual place of return. Factors that are indicative of Primary Residence include:

- (1) the individual carries on basic living activities at the subject premises for extended periods;
- (2) the subject premises are listed with other public agencies, including federal, state and local taxing authorities as their primary residence;
- (3) Utilities are billed to and paid by the individual at the subject premises;
- (4) Homeowner's tax exemption for the individual has not been filed for a different property;
- (5) The individual is not registered to vote at any other location;
- (6) Ownership must be held in the name of the individual claiming Primary Residence and not held by a Limited Liability Corporation or other corporate structure. Ownership can be in the form of a trust, fee simple or other form of ownership, so long as there is not a legal entity distinct from the natural person owner, and the natural person owner has a substantial ownership interest in the property;
- (7) Other relevant factors illustrating Primary Residence.

(e) **Property:** All Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

(f) **Rent:** All periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement concerning the use or

occupancy of a Rental Unit and premises and attendant Housing Services, including all payment and consideration demanded or paid for parking, Utility Charges, pets, furniture, and/or subletting. Landlord under a Rental Housing Agreement, as defined in this Section, concerning the use or occupancy of a Rental Unit and premises, including all payment and consideration demanded or paid for parking, utilities, pets, furniture, subletting and security deposits for damages and cleaning.

(g) **Rental Housing Agreement**: An agreement, oral, written or implied, between a Landlord and Tenant for use or occupancy of a Rental Unit and for Housing Services.

(h) **Rental Housing Fee**: The fee described in Section 6(m)(1).

(i) **Rental Unit**: Any building, structure, or part thereof, or land appurtenant thereto, or any other rental property rented or offered for rent for residential purposes, together with all Housing Services connected with use or occupancy of such property, such as common areas and recreational facilities held out for use by the Tenant.

(j) **Recognized Tenant Organization**: Any group of Tenants residing in Rental Units in the same building or in different buildings operated by the same management company, agent or Landlord, who choose to be so designated.

(k) **Rounding**: Numbers will be rounded using the "half away from zero" method.

(l) **Single-Family Home**: A detached building containing a single residential dwelling unit separately alienable from any other dwelling unit.

(m) **Temporary Tenancy**: The tenancy in a Single-Family Home, which is the primary residence of the Homeowner and does not last any longer than 12 consecutive months. A written contract must be provided to tenant at the inception of the tenancy, which includes a notice that the tenancy shall terminate in no more than 12 months when the owner shall return to the Single Family Home to reoccupy.

(n) **Tenant**: A Tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a Rental Housing Agreement to the use or occupancy of any Rental Unit.

(o) **Utility Charges**: Any charges for gas, electricity, water, cable or internet.

Sec. 4. **Homeowner Protections.**

(a) Homeownership is of great importance to the residents of National City. Nothing in this Ordinance shall prevent the following if the single-family home is the primary residence of the homeowner.

(1) **Granny-Flats, and Duplexes**. A unit will be exempt from this Ordinance if it is one of two units (and only two units) on the same parcel, and one of the units is occupied by a natural person owner as a Primary Residence.

(2) **Renting of a Room, Unregulated**. The tenancy where the tenant shares a bathroom or kitchen with the homeowner shall be exempt from this Ordinance if the single-family home is the Primary Residence of the homeowner.

(3) **Temporary Tenancy**. A homeowner who is the Primary Resident of a single-family home may create a temporary tenancy. The temporary tenant must be provided, in writing at the inception of the tenancy, the length of the tenancy and a statement that the tenancy may be terminated at the end of the temporary tenancy (pursuant to Section 5 (a)(8) below) and payment of relocation fees shall not be required. This subsection only applies to tenancies that last no more than twelve consecutive months.

Sec. 5. **Just Cause for Eviction Protections.**

(a) No Landlord shall take action to terminate any tenancy, including but not limited to making a demand for possession of a Rental Unit, threatening to terminate a tenancy verbally or in writing, serving any notice to quit or other eviction notice, or bringing any action to recover possession or be granted recovery of possession of a Rental Unit unless:

(1) **Failure to Pay Rent**. The Tenant has failed to pay the Rent to which the Landlord is legally entitled under the Rental Housing Agreement, this Ordinance, and state and any other local law.

(2) **Breach of Lease**. The tenant has continued, after written notice to cease, to substantially violate any of the material terms of the rental agreement, except the obligation to surrender possession on proper notice as required by law, and provided that such terms are reasonable and legal and have been accepted in writing by the tenant or made part of the rental agreement; and provided further that, where such terms have been accepted by the tenant or made part of the rental agreement subsequent to the initial creation of the tenancy, the landlord shall have first notified the tenant in writing that he or she need not accept such terms or agree to their being made part of the rental agreement.

(A) Notwithstanding any contrary provision in this Section, a Landlord shall not take any action to terminate a tenancy based on a Tenant's sublease of the unit if the following requirements are met:

- i. The Tenant continues to reside in the Rental Unit as his, her or their primary residence.
- ii. The sublease replaces one or more departed Tenants under the Rental Housing Agreement on a one-for-one basis.
- iii. The Landlord has unreasonably withheld the right to sublease following written request by the Tenant. If the Landlord fails to respond to the Tenant in writing within fourteen (14) days of receipt of the Tenant's written request, the Tenant's request shall be deemed approved by the Landlord. A Landlord's

reasonable refusal of the Tenant's written request may not be based on the proposed additional occupant's lack of creditworthiness, if that person will not be legally obligated to pay some or all of the Rent to the Landlord. A Landlord's reasonable refusal of the Tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a Rental Unit exceed the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code Section 17922.

Protections for Families. Notwithstanding any contrary provision in this Section, a Landlord shall not endeavor to recover possession of a Rental Unit as a result of the addition to the Rental Unit of a Tenant's child, parent, grandchild, grandparent, brother or sister, or the spouse or domestic partner (as defined in California Family Code Section 297) of such relatives, or as a result of the addition of the spouse or domestic partner of a Tenant, so long as the number of occupants does not exceed the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code 17922. The Rent Board shall promulgate regulations that will further protect families and promote stability for school aged children.

(3) **Nuisance or criminal activity.** The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to commit or expressly permit a nuisance in, or cause substantial damage to the Rental unit the Rental Unit.

(4) **Failure to Give Access.** The Tenant has continued to refuse, after the Landlord has served the Tenant with a written notice, to grant the Landlord reasonable access to the Rental Unit for the purposes of showing the unit to prospective purchaser or mortgagee or making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof. This shall include inspections by code or health inspectors and any other inspections needed so that the landlord may comply with any government orders. The Board shall promulgate regulations for the repair and improvement of Rental Units to ensure the least amount of disruption for the Tenant. Unless due to a documented emergency affecting a Tenant's health and/or safety, all repair or improvement work will be scheduled in compliance with applicable Board regulations. To terminate a tenancy under this Subsection (a)(4), a Landlord must show that written notice was provided to the Tenant and all necessary repair or improvement work was scheduled in compliance with this Section and all applicable Board regulations. Landlords may not use lock boxes on occupied units.

(5) **Temporarily Vacate in Order to Undertake Substantial Repairs.**

The Landlord after having obtained all necessary permits from the City, and having provided written notice to the Tenant pursuant to state law, seeks in good faith to undertake substantial repairs which are necessary to bring the Rental Unit into compliance with applicable codes and laws affecting the health and safety of tenants of the building, provided that:

- (A) The repairs necessitate that the Tenant vacate the Rental Unit because the work will render the rental unit uninhabitable for a period of not less than thirty (30) days;
- (B) The Landlord gives advance notice to the Tenant of the Tenant's right to elect between:
 - (i) The right of first refusal to any comparable vacant Rental Unit owned by the Landlord at the same Rent, if such comparable vacant unit exists; or
 - (ii) The first right of return to reoccupy the unit upon completion of the repairs at the same Rent charged to the Tenant before the Tenant temporarily vacated the Rental Unit.
 - (iii) In the event that the Tenant elects to accept an offer to move to a comparable vacant Rental Unit at the same Rent, the Tenant is not eligible for any relocation assistance pursuant to Section 5(b) herein.

- (A) In the event the landlord files an application for an individual rent adjustment within six months following the completion of the work, the tenant shall be a party to such proceeding the same as if he or she were still in possession, unless the landlord shall submit, with such application, a written waiver by the tenant of his or her right to re-occupy the premises pursuant to this subsection.

(6) **Owner Move-In**. The Landlord seeks to recover possession in good faith for use and occupancy as a Primary Residence by the Landlord, or the Landlord's spouse children, parents or grandparents.

- (A) Landlord, as used in this Subsection (a)(6), shall only include a Landlord that is a natural person who has at least a fifty (50) percent recorded ownership interest in the Property.
- (A) No eviction may take place for an "owner move-in" if the same Landlord or enumerated relative already occupies a unit on the property, or if a vacancy already exists on the property. At all times a Landlord may request a reasonable accommodation if the Landlord or enumerated relative is Disabled and another unit in National City is necessary to accommodate the person's disability.
- (B) The notice terminating tenancy shall contain the name, address and relationship to the Landlord of the person intended to occupy the Rental Unit.
- (C) The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within ninety (90) days after the Tenant vacates and

to occupy the Rental Unit as a primary residence for at least Thirty-Six (36) consecutive months. The National City Rent Board may adopt regulations governing the determination of good faith.

- (A) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the unit within ninety (90) days after the Tenant vacates, the Landlord shall:
 - i. Offer the unit to the Tenant who vacated it; and
 - ii. Pay to said Tenant all reasonable expenses incurred in moving to and from the unit.

- (B) **Eviction Protection for Elderly or Disabled Tenant.** A Landlord may not evict a Tenant pursuant to this Subsection if the Tenant (1) has resided in the Rental Unit for at least five (5) years and is either at least 62 years old or Disabled; or (2) is certified as being terminally ill by the Tenant's treating physician. For the purposes of this Subsection, notwithstanding the above, a Landlord may evict a Tenant who qualifies for the exemption if the Landlord or enumerated relative who will occupy the unit also meets the criteria for this exemption and no other units are available.

(7) **Withdrawal from Rental Market.** The Landlord seeks in good faith to recover possession to withdraw all Rental Units of an entire property located in National City or for Demolition. The Landlord has filed the requisite documents with the Board initiating the procedure for withdrawing Units from rent or lease under Government Code Section 7060 et. seq. and all regulations passed by the Board, with the intention of completing the withdrawal process and going out of the rental business or demolition of the property. Tenants shall be entitled to a minimum of 120-day notice or one (1) year in the case tenants are defined as senior or Disabled under Govt. Code Section 12955.3. Notice times maybe increased by regulations if state law allows for additional time. Tenants will also have a right of return if the unit is placed back on the rental market.

(8) **Termination of Temporary Tenancy.** A landlord or lessor seeks in good faith to recover possession of the Single-Family Home for his/her occupancy as a primary residence, where the landlord or lessor has previously occupied the rental unit as his/her principal residence and has the right to recover possession of the unit for his/her occupancy as a principal residence under an existing rental agreement with the current tenants for no more than 12 consecutive months. Landlord must be in compliance with all requirements listed in Section 3 and any regulations that might be promulgated. No relocation is required.

(b) **Relocation:** A landlord seeking to recover possession under Sections 5(a)(5),(6) or (7) above shall make relocation payments. The following fees shall be the total amount paid for each tenancy based on length of tenancy, age of tenants and whether or not a tenant has a disability. Relocation in the amount of \$7,000; if the tenant(s) is a senior citizen, disabled, or has minor children the amount of \$10,000 will be paid to the displaced

tenant(s). These amounts shall be the relocation amounts for the first 12 months after this measure is passed. Amounts shall be increased each year by the Rent Board by a minimum of 100% of the difference in the Consumer Price Index but may be increased by the Board as it deems fit for the relocation to reflect the cost of a tenant being forced to relocate based on a no-fault eviction.

1) **Right of Return and First Right of Refusal:** All Tenants that are displaced based on Sections 5(a)(5),(6) or (7) shall have the first right of refusal to return to the unit if it should ever be returned to the market by the Landlord or successor Landlord. Rent shall be the Rent lawfully paid by the tenant at the time the Landlord gave notice of basis listed in Sections 5(a)(5),(6) or (7).

2) **Written Warning Notice Requirements:** Any written notice as described in Subsections 5(a)(2)-(4) shall be served by the Landlord within a reasonable period prior to serving a notice to terminate tenancy and shall inform the Tenant that a failure to cure may result in the initiation of eviction proceedings, of the right to request a reasonable accommodation and the contact number for the Rent Board. The notice shall also include sufficient details allowing a reasonable person to comply. The notice shall also include any information necessary to determine the date, time, place, witnesses present and other circumstances concerning the reason for the notice.

3) **Notice Requirements:** In any notice purporting to terminate tenancy the Landlord shall state the cause for the termination, and in any action brought to recover possession of a Rental Unit, the Landlord shall allege and prove compliance with this Section. All notices described in Subsection 5(a)(2) shall be attached to any notices that purport to terminate a tenancy for which they correspond. The Landlord shall file with the Rent Board a copy of any notice terminating tenancy within three (3) days after serving the notice on the Tenant.

4) **Retaliation is Barred:** Notwithstanding the above provisions, possession shall not be granted if it is determined that the eviction is motivated in substantial part by retaliation for the Tenant reporting violations of this Ordinance, for exercising rights granted under this Ordinance, including the right to withhold Rent upon authorization of the Rent Board under this Ordinance or for forming a Recognized Tenant Organization with other Tenants, making complaints regarding housing conditions to the Landlord, City Officials or any other party, or exercising any other right protected under Federal, state, or local law.

5) **Failure to comply:** Failure to comply with any requirement of this Ordinance may be asserted as an affirmative defense (by the Tenant(s) or sub-tenant(s)) in an action brought by the Landlord to recover possession of the Unit. Additionally, any attempt to recover possession of a Unit in violation of this Ordinance shall render the Landlord liable to the Tenant for actual damages, including damages for emotional distress, in a civil action for wrongful eviction. The Tenant or the Rent Board may seek injunctive relief and money damages for wrongful eviction. A Tenant prevailing in an action for wrongful eviction shall recover costs and reasonable attorney's fees. All remedies allowable under this subsection are in addition to any other remedies due a tenant for violation of his or her rights found elsewhere in the law.

Sec. 6. **Rental Control Board.**

(a) **Composition:** Pursuant to the authority granted by Sections 36505 and 36506 of the California Government Code, there is hereby created and there shall be in National City a National City Rent Board. Local enforcement is the most effective way to create stability for Tenants, homeowners, and Landlords. Protection shall be overseen by a Rent Board. The Board shall consist of five members. The Board shall elect annually as chairperson one of its members to serve in that capacity.

The City Council must appoint the first Rent Board as quickly as possible, but do so within 120 days of the effective date of this Ordinance.

(b) **Appointment and Vacancy:** The members of the Rent Board shall be appointed for staggered four year terms by the City Council. If a vacancy shall occur other than by expiration of a term, such vacancy shall be filled by appointment for the unexpired portion of said term in the same manner as original appointments are made. Each member of the commission shall serve until their successor is appointed and sworn into office.

(c) **Term Limits:** an individual is limited to two consecutive terms, unless no candidate having the eligibility requirements described in subsection (d) is available, in which case an individual may serve three consecutive terms.

(d) **Eligibility:** All Rent Board members shall be residents of National City. No less than three shall be tenants who reside in a covered unit.

If any landlords or managers of residential rental property are appointed to this Rent Board, they must make a showing that they are in compliance with this Ordinance and all other local, state and federal laws regulating the provision of housing. This showing must be provided in writing with any necessary documentation and provided on the City of National City website.

(e) **Full Disclosure of Holdings:** Candidates for the position of Board Member shall submit a verified statement listing all of their interests and dealings in real property, including but not limited to its ownership, sale or management, during the previous three (3) years. This documentation shall be made available to the public.

(f) **Powers and Duties:** The Board shall have the following powers and duties:

- (1) Establish a Base Rent under Section 7(a).
- (2) Make adjustments in the Rent Increase and Decreases in accordance with Section 7.
- (3) Set Rents at fair and equitable levels in order to achieve the intent of this Ordinance.
- (4) Issue orders, rules and regulations, conduct hearings and charge fees

as set forth below.

- (5) Make such studies, surveys and investigations, conduct such hearings, and obtain such information as is necessary to carry out its powers and duties.
- (6) Report annually to the City Council of National City on the status of rental housing covered by this Ordinance. This shall include a summary of the numbers of notices served, the basis upon which they were served, the amount of the Rent increases and the addresses for which they were served. A searchable database will be created so that service of notice may be determined as well as the summaries. A Rent increase, termination, or change in terms of tenancy is not valid if not served on the Board.
- (7) Administer oaths and affirmations and subpoena witnesses.
 - (1) Establish rules and regulations for deducting penalties and settling civil claims under Section 10.
 - (2) Refer violations of this Ordinance to appropriate authorities for prosecution.
 - (3) Seek injunctive and other civil relief under Sections 10-11.
 - (4) Charge and collect the Rental Housing fee, including penalties for late payments.
- (12) Make available on a contract basis legal assistance services for low-income residents of National City related to evictions and Board petitions, hearings and appeals.
 - (1) Collect and/or receive copies of notices of termination of tenancy and changes in terms of tenancy.
 - (2) Any other duties necessary to administer and enforce this Ordinance.

- (a) **Rules and Regulations**: The Rent Board shall issue and follow such rules and regulations, including those which are contained in this Ordinance as will further the purposes of the Ordinance. The Rent Board shall publicize its rules and regulations prior to promulgation on its website and any other appropriate medium. All rules and regulations, internal staff memoranda, and written correspondence explaining the decisions, orders, and policies of the Board shall be kept in the Board's office and made available online to the public for inspection, download and copying or any other future appropriate technology.
- (b) **Community Education**: The Board shall publicize this Ordinance so that all residents of National City will have the opportunity to become informed about their legal rights and duties under this Ordinance. The Board shall prepare a brochure which fully describes the legal rights and duties of Landlords and Tenants under

The National City Renter Protection and Community Stabilization Ordinance. The brochure shall also include helpful information for homeowners. The brochure will be available to the public, and each Tenant of a Rental Unit shall receive a copy of the brochure from his, her or their Landlord. Landlords shall provide the brochure at the commencement of the tenancy and with each notice of rent increase. This brochure will be made available for download from the City of National City website and/or other appropriate technology. Information about the Ordinance shall be made available in all other languages that are requested by the community.

- (c) **Meetings:** The Board shall hold such regularly scheduled meetings as are necessary to ensure the timely performance of its duties under this Ordinance. All regular and special meetings shall be called and conducted in accordance with state law. There shall be minimally one (1) meeting a year so that the Board may comply with Section 7.
- (d) **Quorum:** Three (3) Members shall constitute a quorum for the Board.
- (e) **Voting:** The affirmative vote of three (3) Members of the Board is required for a decision, including all motions, regulations, and orders of the Board.
- (f) **Financing:** The Board shall finance its reasonable and necessary expenses by charging Landlords annual Rental Housing Fees in amounts deemed reasonable by the Rent Board.

(1) The Rent Board shall set this Rental Housing Fee on an annual basis. The rate of the Rental Housing Fee shall be reasonably set to cover the costs of the activities of the Rent Board.

(2) The Rent Board shall set regulations on how the fee will be published to Landlords, collected, and what late fees and penalties will apply to non-payment.

(3) From the time that this Ordinance goes into effect until the first Board is appointed and determines the first fee amount, the amount shall be \$120 per Controlled Rental Unit per year (\$10 a month) for controlled units and \$84 per Rental Unit per year (\$7 a month) for Rental Units that are only covered by Just Cause for Eviction Protections.

(4) This fee shall become due within thirty (30) days of inception of new tenancy if no fee was paid the prior year. Ongoing tenancies shall have fees collected at the same time as the City business license each year.

(b) **Integrity and Autonomy of Board:** The Rent Board shall be an integral part of the government of the City, but shall exercise its powers and duties under this Ordinance independent from the City Council, City Manager, and City Attorney, except by request of the Rent Board. The City shall provide infrastructural support on an ongoing basis as it would with any other department. During the transition period before the Board Members are appointed, the City shall take whatever steps necessary to perform the duties of the Board and implement the purpose of this Ordinance.

(c) **Budget:** The Board shall, prior to July 1 of each year, hold a public hearing on a proposed budget and adopt an annual budget for the ensuing fiscal year. At least thirty-five days prior to the beginning of each fiscal year, the Board's Director shall submit to the Board the proposed budget as prepared by the Executive Director. After reviewing the same and making such revisions as it may deem advisable, the Board shall determine the time for the holding of a public hearing thereon and shall cause to be published a notice thereof not less than ten days prior to said hearing, by at least one insertion in the official newspaper. Copies of the proposed budget shall be available for inspection by the public in the office of the Board at least ten days prior to said hearing. The City Council and the City Manager shall have no authority to oversee, supervise, or approve this budget. Upon final adoption, the budget shall be in effect for the ensuing fiscal year and the amounts stated therein shall be and become appropriated by the Board for the respective objects and purposes therein specified. At any meeting after the adoption of the budget the Rent Board may amend or supplement the budget by the affirmative votes of at least three members. Copies of the adopted budget and any amendments or supplements shall be filed with the City Clerk, and City Manager. Necessary adjustments to city administrative procedures shall be made.

(d) **Personnel:** The Board shall review and assess yearly that sufficient number of staff are employed, including an Executive Director, hearing examiners, housing counselors and legal staff, as may be necessary to perform its function efficiently in order to fulfill the purpose of this Ordinance. Except for the elected or appointed Board Members and the Executive Director, all employees of the Board are within the classified civil service of the City. The Board shall appoint an Executive Director to administer and supervise the exercise of its powers and duties who shall be directly responsible to the Board.

(e) **Board Legal Work:** Legal staff hired by the Board shall represent and advise the Board, its Members, and its staff in any civil matters, actions, or proceedings in which the Board, its Members, or its staff, in or by reason of their official capacity, are concerned or are a party. The Board may, in its sole discretion, and without approval of the City Council, retain private attorneys to furnish legal advice or representation in particular matters, actions or proceedings.

(f) **Contracts and Purchases:** The Board shall procure goods and services as do other City agencies using existing support services within the City as would any other department, i.e. Finance, Information Technology, and Public Works among others, provided, however, that the Board shall have sole and final authority to employ attorneys, legislative lobbyists, and other professionals, and to approve contracts for such professional services.

(g) **Conforming Regulations:** If any portion of this Ordinance is declared invalid or unenforceable by decision of a court of competent jurisdiction or rendered invalid or unenforceable by state or federal legislation, the Board and not the City Council shall have authority to enact replacement regulations consistent with the intent and purpose of the invalidated provision and applicable law. Such replacement regulations shall supersede invalidated or unenforceable provisions of this Ordinance to the extent necessary to resolve any inconsistency. The subject matter of such replacement regulations shall be limited to rent control matters as enumerated in this Ordinance.

(h) **Reporting and Fee Payment Requirements:**

(1) Within sixty (60) days after the adoption of this Ordinance, all Landlords shall be required to file a copy of all rental increase notices, change of terms of tenancy and tenancy termination notices with the Board before serving the tenant the notice. A proof of service with time and date of service of notice shall be included with notice filed with the City.

(2) If the Board, after the Landlord has proper notice and after a hearing, determines that a Landlord has willfully and knowingly failed to properly report, as described above, any rental increase notices, change of terms of tenancy or tenancy termination, or pay the Rental Housing fee, the Board may authorize the Tenant of such a non-reporting or fee paid Unit to withhold all or a portion of the Rent for the Rental Unit until such time as the Rental Housing fee is paid or notice filed. After a notice is properly filed or fee paid, the Board shall determine what portion, if any, of the withheld Rent is owed to the Landlord for the period in which the notice is not properly filed or fee paid. Whether or not the Board allows such withholding, no Landlord who has failed to properly report or pay the fee shall at any time increase Rents for a Controlled Rental Unit until such fee or notice is reported. This shall go into effect thirty (30) days after determination of the Board.

(3) Further, failing to pay the fee or filing a copy of a notice before the filing of an unlawful detainer is a complete defense to an unlawful detainer. No Board action is required for defense to be alleged or litigated in an unlawful detainer.

Sec. 7. **Stabilization of Rents; Right of Reasonable Return for Landlords.**

(a) **Establishment of Base Rent:** Beginning the effective date of this Ordinance, no Landlord shall charge Rent for any Controlled Rental Units in an amount greater than the Base Rental Rate, at the time of the Publishing of the Ordinance. If there was no rental rate applicable to a unit on the date of the Publishing of this Ordinance, the Base Rent shall be the Rent that was charged on the first date that Rent was charged following the date of the Publishing of this Ordinance. For tenancies commencing after the adoption of this Ordinance, the Base Rent is the initial rental rate in effect on the date the tenancy commences. As used in this Subsection, the term "initial rental rate" means only the amount of Rent actually paid by the Tenant for the initial term of the tenancy. The Base Rent is the reference point from which the Maximum Allowable Rent shall be adjusted upward or downward in accordance with Section 7(c).

(b) **Posting:** As soon as the Landlord is aware of the Annual General Adjustment the Landlord shall post it in a prominent place in or about the affected Controlled Rental Units. The Board may require that other information it deems relevant also be posted.

(c) **Annual General Adjustment:** No later than June 30 each year, the Board shall announce the percentage by which Rent for eligible Rental Units will be generally adjusted effective September 1 of that year. Landlords may only impose a rent increase based on the Annual General Adjustment in the month of September each year.

- (1) The Annual General Adjustment shall be equal to one hundred (100%) percent of the percentage increase in the Consumer Price Index (CPI-U ("All Urban Consumers") US City Average), or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics) as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period ending as of March of the current year.
- (2) Subparagraph 1 of this Subsection notwithstanding, in no event shall the Annual General Adjustment be more than five percent (5%).
- (3) Subparagraph 1 of this Subsection notwithstanding, in no event shall the Annual General Adjustment be less than zero percent (0%).
- (4) For the period between the effective date of this Ordinance and the first Annual General Adjustment announced September 1, the landlord may increase the Maximum Allowable Rent to include one Annual General Adjustment for September 2018. This is the only time when a landlord may impose an increase that the landlord failed to do in the past.

(d) **Petitions:** Upon receipt of a petition by a Landlord and/or a Tenant, the Maximum Allowable Rent of individual Controlled Rental Units may be adjusted upward or downward in accordance with the procedures set forth elsewhere in this Section. The petition shall be on the form provided by the Board and shall include a declaration by the Landlord that the Rental Unit meets all requirements of this Ordinance. Notwithstanding any other provision of this Section, the Board or hearing examiner may refuse to hold a hearing and/or grant a Rent adjustment if an individual hearing has been held and decision made with regard to the Maximum Allowable Rent within the previous twelve (12) months.

(e) **Hearing Procedure:** The Board shall enact rules and regulations governing hearings and appeals of individual adjustment of Maximum Allowable Rents which shall include the following:

- (1) **Hearing Examiner.** A hearing examiner appointed by the Board shall conduct a hearing to act upon the petition for individual adjustment of Lawful Rent and shall have the power to administer oaths and affirmations.
- (2) **Notice.** The Board shall notify the Landlord, if the petition was filed by the Tenant, or the Tenant, if the petition was filed by the Landlord, of the receipt of such a petition and provide a copy thereof.
- (3) **Time of Hearing.** The hearing officer shall notify all parties as to the time, date and place of the hearing.
- (4) **Records.** The hearing examiner may require either party to a Rent adjustment hearing to provide it with any books, records and papers deemed pertinent in addition to that information contained in registration statements. The hearing examiner shall conduct a current building inspection and/or request the city to conduct a current building inspection if the hearing examiner finds good

cause to believe the Board's current information does not reflect the current condition of the Controlled Rental Unit. The Tenant may request the hearing examiner to order such an inspection prior to the date of the hearing. All documents required under this Section shall be made available to the parties involved prior to the hearing at the office of the Board. In cases where information filed in a petition for Maximum Allowable Rent adjustment or in additional submissions filed at the request of the hearing examiner is inadequate or false, no action shall be taken on said petition until the deficiency is remedied.

(5) **Open Hearings.** All Maximum Allowable Rent adjustment hearings shall be open to the public.

(6) **Right of Assistance.** All parties to a hearing may have assistance in presenting evidence and developing their position from attorneys, legal workers, Recognized Tenant Organization representatives or any other persons designated by said parties.

(7) **Hearing Record.** The Board shall make available for inspection and copying by any person an official record which shall constitute the exclusive record for decision on the issues at the hearing. The record of the hearing, or any part of one, shall be obtainable for the cost of copying. The record of the hearing shall include: all exhibits, papers and documents required to be filed or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted in the proceedings; a statement of all materials officially noticed; all recommended decisions; orders and/or rulings; all final decisions, orders and/or rulings, and the reasons for each final decision, order and/or ruling. All hearings shall be recorded. Any party may receive a copy of the audio that was made. Reasonable costs may be charged. The Board shall not be responsible to transcribe such audio.

(8) **Quantum of Proof and Notice of Decision.** No individual adjustment shall be granted unless supported by the preponderance of the evidence submitted at the hearing. All parties to a hearing shall be sent a notice of the decision and a copy of the findings of fact and law upon which said decision is based. At the same time, parties to the proceeding shall also be notified of their right to any appeal allowed by the Board and/or to judicial review of the decision pursuant to this Section and Section 9 of this Ordinance.

(1) **Consolidation.** All Landlord petitions pertaining to Tenants in the same building will be consolidated for hearing, and all petitions filed by Tenants occupying the same building shall be consolidated for hearing unless there is a showing of good cause not to consolidate such petitions.

(2) **Appeal.** Any person aggrieved by the decision of the hearing examiner may appeal to the Rent Board. On appeal, the Rent Board shall affirm, reverse or modify the decision of the hearing examiner.

(3) **Finality of Decision.** The decision of the hearing examiner shall be the final decision of the Board in the event of no appeal to the Rent Board. The

decision of the hearing examiner shall not be stayed pending appeal; however, in the event that the Rent Board on appeal reverses or modifies the decision of the hearing examiner, the Landlord, in the case of an upward adjustment in Rent, or the Tenant, in the case of a downward adjustment of Rent, shall be ordered to make retroactive payments to restore the parties to the position they would have occupied had the hearing examiner's decision been the same as that of the Board.

(4) **Time for Decision.** The rules and regulations adopted by the Board shall provide for final action on any individual Rent adjustment petition within a reasonable time.

(A) Decisions decreasing Rents shall remain in effect until the Board finds that the Landlord has corrected the defect warranting the decrease. The Board shall, by regulation, establish procedures for making prompt compliance determinations. Upon a determination of compliance the Landlord shall be entitled to reinstatement of the prior Rent level, retroactive to the date that the Landlord corrected the defect which warranted the decrease.

(B) This shall be in compliance with California Civil Procedure Section 1942.4. If the Landlord is found to be in violation of California Civil Procedure Section 1942.4, then no rent shall be charged for the period during which the Landlord was in violation.

(a) **Individual Adjustments Rent Increase:** In making individual adjustments of the Annual Adjustable Rent Increase, the Board shall consider the purposes of this Ordinance and the requirements of law. In making an individual downward adjustment, the Board may consider decreases in living space, furniture, furnishings, equipment, or services; substantial deterioration of the Controlled Rental Unit other than as a result of ordinary wear and tear; or failure on the part of the Landlord to provide adequate Housing Services or to comply substantially with applicable housing, health and safety codes.

(b) The landlord may not charge for utilities unless the utility is separately or individually metered.

(c) **Landlords have the right to a Fair Return on their Investment:** In making individual adjustments of the Maximum Allowable Rent, the board or hearing examiner shall consider the purposes of this Ordinance and shall specifically consider all relevant factors, including (but not limited to):

(1) Increases or decreases in property taxes;

(1) Unavoidable increases or any decreases in maintenance and operating expenses;

(2) The cost of planned or completed capital improvements to the rental unit

(as distinguished from ordinary repair, replacement and maintenance) where such capital improvements are necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement;

(3) Increases or decreases in the number of tenants occupying the rental unit, living space, furniture, furnishings, equipment, or other housing services provided, or occupancy rules;

(4) Substantial deterioration of the controlled rental unit other than as a result of normal wear and tear;

(5) Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health and safety codes, or the rental agreement; and

(6) The pattern of recent rent increases or decreases.

(a) No upward adjustment of an individual Maximum Allowable Rent shall be authorized by the board under this Section if the landlord:

(1) Has continued to fail to comply, after order of the Board, with any provisions of this Ordinance and/or orders or regulations issued thereunder by the Board, or

(2) Has failed to bring the rental unit into compliance with the implied warranty of habitability.

(b) Allowable rent increases pursuant to an individual upward adjustment of the rent ceiling shall become effective only after the landlord gives the tenant at least a thirty (30) day written notice of such rent increase and the notice period expires. If the board makes a downward individual adjustment of the rent ceiling, such rent decrease shall take effect no sooner than thirty (30) days after the effective date set by the board for the downward adjustment.

(a) No provision of this Ordinance shall be applied so as to prohibit the Rent Board from granting an individual rent adjustment that is demonstrated by the landlord to be necessary to provide the landlord with a fair return on investment. Necessity shall be defined in regulations promulgated by the Board. Limits on the total increase per month and length of monthly increase shall be promulgated by the Board through regulations.

Sec. 8. Non-waiverability.

Any provision, whether oral or written in or pertaining to a Rental Housing Agreement whereby any provision of this Ordinance for the benefit of the Tenant is waived, shall be deemed to be against public policy and shall be void.

Sec. 9. Judicial Review.

A Landlord or Tenant aggrieved by any action or decision of the Rent Board may seek judicial review by appealing to the appropriate court within the jurisdiction. No action or decision by the Board shall go into effect until thirty (30) days have expired to allow for such appeal.

Sec. 10. Remedies.

(a) Any Landlord who demands, accepts, receives, or retains any payment of Rent in excess of the maximum lawful Rent, in violation of the provisions of this Ordinance or any rule, regulation or order hereunder promulgated, including the provisions ensuring compliance with habitability standards and registration fee requirements, shall be liable in a civil action to the Tenant from whom such payments are demanded, accepted, received or retained, for:

- (1) Damages in the amount by which the payment or payments demanded, accepted, received or retained which exceeds the maximum lawful Rent;
- (2) Liquidated damage due to the tenant(s) in question of an amount equal to the payment or payments demanded, accepted, received or retained exceeds the maximum lawful Rent shall be awarded against the Landlord upon a showing of overcharge;
- (3) Reasonable attorney's fees and costs as determined by the court; and
- (4) If it is found, by a preponderance of the evidence, that the Landlord has acted willfully or with oppression, fraud or malice, the court may award general and special damages, including consequential, and emotional distress.

No administrative remedy need be exhausted prior to filing suit pursuant to this Subsection.

(b) In lieu of filing a civil action, a Tenant may file an administrative complaint. The Rent Board shall establish by rule and regulation a hearing procedure similar to that set forth in Section 7(e).

- (1) The rules and regulations adopted by the Board shall provide for final Rent Board action on any complaint for excess Rent within one-hundred twenty (120) days following the date of filing of the complaint.
- (2) In any administrative hearing under this Section, a Landlord who demands, accepts, receives or retains any payment of Rent in excess of the maximum lawful Rent shall be liable for damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful Rent. Additionally, the tenant will be entitled to costs, expenses incurred in pursuing the hearing remedy, damages and penalties. The Tenant may deduct the penalty and award of damages from future Rent payments in the manner provided by the Rent Board. An order authorizing Rent withholding under

this Ordinance shall survive the sale or other transfer of the Property and shall be binding upon successors of the Landlord against whom the order was made. If a Tenant authorized to withhold Rent under this Ordinance vacates the Property, the Landlord shall pay to such Tenant a sum equal to the balance of the Rent that the Tenant could have withheld.

(c) If the Tenant from whom such excessive payment is demanded, accepted, received or retained in violation of the foregoing provisions of this Ordinance or any rule or regulation or order hereunder promulgated fails to bring a civil or administrative action as provided for in Sections 10(b) (c) within one hundred twenty (120) days from the date of occurrence of the violation, the Rent Board may settle the claim arising out of the violation or bring such action. Thereafter, the Tenant on whose behalf the Board acted is barred from also bringing an action against the Landlord in regard to the same violation for which the Board has made a settlement or brought action. In the event the Board settles said claim, it shall be entitled to retain the costs it incurred in settlement thereof, and the Tenant against whom the violation has been committed shall be entitled to the remainder.

(a) The appropriate court in the jurisdiction in which the Rental Unit affected is located shall have jurisdiction over all actions brought under this Section.

(b) Any Landlord violating this Ordinance shall be guilty of a misdemeanor and shall be punished in accordance with Section 1-5.1 of the Alameda Municipal Code.

Sec. 11. Injunctive and Other Civil Relief.

The Rent Board, and Tenants and Landlords of Rental Units, may seek relief from the appropriate court within the jurisdiction within which the affected Rental Unit is located to enforce any provision of this Ordinance or its implementing regulations or to restrain or enjoin any violation of this Ordinance and of the rules, regulations, orders and decisions of the Board.

Sec. 12. Partial Invalidity.

If any provision of this Ordinance or application thereof to any person or circumstances is held invalid, this invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. This Ordinance shall be liberally construed to achieve the purposes of this Ordinance and to preserve its validity.

Sec. 13. Supersedes.

This Ordinance shall supersede any ordinance passed by the National City Council covering the area of rents or evictions.

Sec. 14. Majority Approval, Effective Date, Execution.

This Ordinance shall be effective only if approved by a majority of the voters voting

thereon and shall go into effect ten (10) days after the vote is declared by the City Council. The Mayor and City Clerk are hereby authorized to execute this Ordinance to give evidence of its adoption by the voters.



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CITY OF NATIONAL CITY

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