

RECEIVED

April 5, 2016

2016 APR -5 A 11: 05

Patrice Olds, City Clerk
City of San Mateo
33 W. 20th Avenue
San Mateo, CA 94403

OFFICE OF CITY CLERK
CITY HALL
SAN MATEO, CA

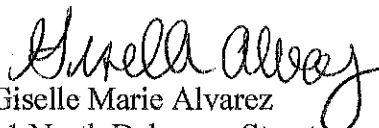
Re: Request for Preparation of Ballot Title and Summary of Proposed Initiative

Dear Ms. Olds,

Enclosed please find a Notice of Intent to Circulate an Initiative entitled the "San Mateo Community Preservation and Fair Rent Charter Amendment," the text of the proposed initiative, and proponents' certifications required by Elections Code Section 9608. Please immediately transmit a copy of this measure to the City Attorney for preparation of a ballot title and summary.

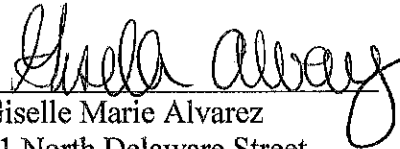
Please direct all questions and correspondence regarding this matter to me via e-mail at gisellealvarez11@gmail.com or via telephone at (650) 305-0839.

Respectfully,


Giselle Marie Alvarez
11 North Delaware Street
San Mateo, CA 94401

CERTIFICATION

I, Giselle Marie Alvarez, 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.



Giselle Marie Alvarez
11 North Delaware Street
San Mateo, CA 94401

Dated this 5th day of April, 2016

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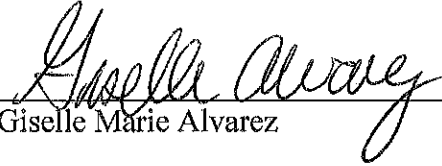
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CITY HALL
SAN MATEO, CA

NOTICE OF INTENT TO CIRCULATE PETITION

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the petition within the City of San Mateo for the Community Preservation and Fair Rent Charter Amendment.

Respectfully,

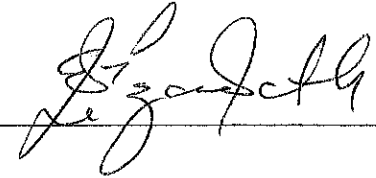
Giselle Marie Alvarez
11 North Delaware St.
San Mateo, CA 94401



Giselle Marie Alvarez

4/5/16
Date

Elizabeth Zarabanda Fajardo.
58 29th Ave
San Mateo, CA 94403

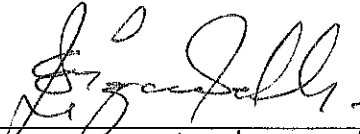


4-5-2016
Date

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CITY HALL
SAN MATEO, CA

CERTIFICATION

I, Elizabeth Zarabanda Fajardo, 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.



Elizabeth Zarabanda Fajardo
58 29th Ave
San Mateo, CA 94403

Dated this 5th day of April, 2016

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OFFICE OF CITY CLERK
CITY HALL
SAN MATEO, CA

THE PEOPLE OF THE CITY OF SAN MATEO DO ORDAIN AS FOLLOWS:

Article XI of the City Charter is hereby enacted as follows:

ARTICLE XI

**THE SAN MATEO COMMUNITY PRESERVATION
AND FAIR RENT CHARTER AMENDMENT**

Sec. 11.01	Title and Purpose
Sec. 11.02	Findings
Sec. 11.03	Definitions
Sec. 11.04	Exemptions
Sec. 11.05	Additional Homeowner Protections
Sec. 11.06	Just Cause for Eviction Protections
Sec. 11.07	Stabilization of Rents
Sec. 11.08	Rent Increases Pursuant to Annual General Adjustment
Sec. 11.09	Initial Rents for New Tenancies
Sec. 11.10	Rental Housing Commission
Sec. 11.11	Petitions for Individual Rent Adjustment -- Bases
Sec. 11.12	Petitions for Individual Rent Adjustment -- Procedures
Sec. 11.13	Judicial Review
Sec. 11.14	Non-waivability
Sec. 11.15	Remedies
Sec. 11.16	Injunctive and Other Civil Relief
Sec. 11.17	Partial Invalidity; Severability
Sec. 11.18	Conflicting Ordinances; Implementation
Sec. 11.19	Conflicting Charter Provisions
Sec. 11.20	Codification
Sec. 11.21	Majority Approval, Effective Date, Execution

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SECTION 11.01. TITLE AND PURPOSE

This Amendment shall be known as the San Mateo Community Preservation and Fair Rent Charter Amendment. The purpose of this Amendment is to promote neighborhood and community stability, healthy housing, and affordability for renters in the City of San Mateo 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 guaranteeing fair protections for renters, homeowners, and businesses.

SECTION 11.02. FINDINGS

The People of San Mateo find and declare as follows:

(a) There is a shortage of decent, safe, affordable, and sanitary housing in the City of San Mateo.

(b) Law abiding renters in San Mateo have to worry constantly about losing their homes through no fault of their own. Common-sense protections against unreasonable rent increases and arbitrary evictions are needed in the City to protect long-time residents from forced displacement

(c) The City of San Mateo is one of the most expensive cities in which to live in the Bay Area. As published in a January 2016 Trends Report by RealFacts, a rental market data provider, the average monthly asking rent within the City of San Mateo has risen nearly 50% from 2011 to 2015, while the median household income in San Mateo County has only risen approximately 3.8% during a similar period, according to the American Community Survey. According to the San Mateo County Association of Realtors, sales prices for single family homes in San Mateo have increased approximately 73% over the last four years, while condominiums and other common interest developments have seen a jump in sales prices of nearly 87% over the same period.

(d) Nearly half of San Mateo residents are renters. According to the U.S. Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy (CHAS, 2008-2012), 42% of San Mateo renter households (7,185 households) are paying more than 30% of their income toward housing costs, and 18% of renter households (3,185 households) in San Mateo are severely cost-burdened, paying more than 50% of their income toward rent.

(e) While high rents impact the finances of all households, lower-income renters are much more likely than higher-income groups to experience cost burden. According to HUD's CHAS, 2008-2012, 72% of San Mateo renter households whose income is less than 80 percent of HUD Area Median Family Income ("HAMFI") are paying more than 30% of their income toward housing costs, compared to 7% of renter households who make more than 80% of HAMFI.

(f) The housing crisis has had a disproportionate impact on Latino, African American, and Pacific Islander households in San Mateo. According to the 2014 American Community Survey, while nearly half of the City's residents are renters overall, more than 70% of Latino, African American, and Pacific Islander households in San Mateo are renters. These households are also likely to have lower incomes, on average, than the population overall; in 2014, the median household income in the City was \$100,806, but the median income was substantially lower for Latinos (\$71,393) and African Americans (\$65,000). As such, Latino, African American, and Pacific Islander households are particularly vulnerable to displacement from excessive rent increases.

(g) According to the University of California, Berkeley's 2015 Urban Displacement Project, large portions of San Mateo are either at-risk of displacement or have already experienced significant displacement and gentrification.

(h) Renters are being displaced as a result of evictions or their inability to pay excessive rent increases. These residents must relocate, but as a result of the housing shortage are unable to find decent, safe, and healthy housing at affordable rent levels. Aware of the difficulty in finding decent housing, some renters attempt to pay requested rent increases, but as a consequence must expend less on other necessities of life, such as food, transit, and healthcare. This situation has a detrimental effect on substantial numbers of renters in the City and is a threat to the public health,

safety, and welfare. The situation creates a particular hardship for senior citizens, persons on fixed incomes, families with children, and other vulnerable tenants.

(i) No-fault evictions are forcing renters, including the elderly and disabled, from their homes. The City is experiencing a troubling increase in the number of landlords who evict entire buildings full of tenants based on no-cause termination notices. Evictions have been shown to cause serious stress, which can endanger the health and welfare of those affected.

(j) Landlords who evict or price out Tenants impose adverse impacts on the displaced Tenants, including numerous financial costs. These costs include but are not limited to, packing costs, moving costs, lost wages due to taking time off work to search for alternative housing, the cost of applying to alternative housing, change of address expenses, hotel costs or other temporary housing expenses required until suitable long-term alternative housing is obtained, and the cost of a new security deposit. Additionally, nearly all rental housing requires that prospective tenants pay three months' rent up front in order to secure a lease – generally representing the first month's rent, last month's rent, and security deposit. The total accumulated cost imposed on a displaced household generally exceeds \$10,000 and frequently can reach \$20,000 or greater. Tenants who are seniors, disabled, or have children incur even higher costs due to their particular circumstances. Low- and moderate-income tenants cannot afford such sudden and costly expenses, and they often experience homelessness as a direct consequence of eviction, which itself imposes further financial, social, and emotional costs. The severe impacts of displacement on renters pose a threat to the public health, safety, and welfare.

(k) Eviction or other displacement imposes an especially high burden on school-aged children and their families, including increased absence from school and other educational disruption that can have long-lasting effects.

(l) Excessive rent increases and evictions have resulted in increased homelessness, families living in vehicles, and the displacement of lower- and moderate-income families in the City of San Mateo.

(m) Escalating housing costs and the displacement of current residents has had a detrimental impact on small businesses in the City of San Mateo. Small businesses have struggled to recruit and retain employees, and some businesses have experienced unusually high turnover rates among their staff as workers are displaced by massive rent increases and evictions. Such businesses incur increased costs due to the need to frequently recruit and train new employees for the same position. Moreover, as customers of some local businesses spend a greater portion of their income on rent, they spend less on non-essential goods and services, driving down sales and harming the City's economic vitality and business diversity.

(n) San Mateo is experiencing a jobs/housing imbalance and the housing supply, particularly available rental housing, is not adequate to serve the needs of the community, nor is it likely that sufficient housing supply will be added quickly enough to stabilize rental housing prices.

(o) The City of San Mateo currently does not regulate rental amounts, rent increases, or evictions from residential housing.

(p) On numerous occasions since 2014, members of the community have expressed their concerns to the City Council regarding the rental housing situation in the City of San Mateo,

reporting a trend of excessive rent increases and no-cause evictions. The displacement crisis has generated substantial attention in the press, including newspapers, television, and radio.

(q) On September 8, 2015, in response to community concerns about displacement, the City Council considered the idea of an urgency ordinance to temporarily institute just cause for eviction protections, although the Council eventually failed to adopt any such urgency ordinance.

(r) On September 21, 2015, the City Council convened an "Affordable Housing Forum" at which invited speakers publicly addressed the City Council about policy options to protect tenants, including rent stabilization and just cause for eviction. At the Affordable Housing Forum, the City Council initiated a Housing Task Force, which consisted of housing stakeholders from across San Mateo, and charged the Task Force with evaluating potential policies that could be pursued to address the continuing housing affordability crisis, including tenant protections like rent stabilization and just cause for eviction protections.

(s) Therefore, by September 21, 2015, it was foreseeable that rent and eviction regulation were under consideration for the City of San Mateo, thus making it reasonable to conclude that landlords would increase rents to levels they otherwise would not have in anticipation of imminent regulation.

(t) The City's Housing Task Force met seven times from November 2015 through March 2016, culminating in the issuance of a Summary Report that documented the Task Force's deliberations and recommendations.

(u) On April 4, 2016, the City Council received the Summary Report from the Housing Task Force, which revealed that the Housing Task Force did not reach consensus on any policies that would address exorbitant rent increases and no-cause evictions, and further, on the same date the Council considered but ultimately failed to adopt an urgency ordinance to institute a temporary moratorium on rent hikes and arbitrary evictions.

(v) The foregoing housing and economic conditions create a detrimental effect on substantial numbers of residents and businesses in the City and pose a threat to the public health, safety and welfare, and a particular hardship for senior citizens, persons on fixed incomes, families with children, and other vulnerable tenants.

(w) 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 result from a substantial decrease of housing affordability within the City, the People of San Mateo find and determine that it is in the interest of immediately preserving the public health, safety, and general welfare to adopt this Charter Amendment in order to put into place, among other things, regulations to promote affordable housing within the City, just cause for eviction policies, and rent stabilization.

SECTION 11.03. DEFINITIONS

Unless further defined elsewhere in this Article, the following words or phrases as used in this Article shall have the following meanings:

(a) **Annual General Adjustment.** The Annual General Adjustment is the percentage by which the Rent for existing tenancies in Covered Rental Units may be increased each year, subject to the limitations of this Article.

(b) **Base Rent.** The Base Rent is the reference point from which the lawful Rent shall be determined and adjusted in accordance with this Article.

(1) **Tenancies commencing on or before September 21, 2015.** The Base Rent for tenancies that commenced on or before September 21, 2015 shall be the Rent in effect on September 21, 2015.

(2) **Tenancies commencing after September 21, 2015.** The Base Rent for tenancies that commenced after September 21, 2015 shall be the initial rental rate charged upon initial occupancy, provided that amount is not a violation of this Article or any provision of state law. The term "initial rental rate" means only the amount of Rent actually paid by the Tenant for the initial term of the tenancy.

(c) **Commission.** The term "Commission" refers to the San Mateo Rental Housing Commission established by this Article.

(d) **Covered Rental Units.** All Rental Units not specifically exempted by this Article.

(e) **City Council.** The term "City Council" refers to the City Council of the City of San Mateo.

(f) **Disabled.** The term "Disabled" is defined in Government Code Section 12955.3.

(g) **Hearing Officer.** An official appointed by the Commission to conduct an investigation or administrative hearing pursuant to this Article.

(h) **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, Utility Charges that are paid by the 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.

(i) **Individual Rent Adjustment.** An adjustment to the otherwise lawful Rent authorized by a Hearing Officer or the Commission pursuant to this Article.

(j) **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, predecessor, or successor of any of the foregoing.

(k) **Petition.** A petition for Individual Rent Adjustment pursuant to this Article.

(l) **Primary Residence.** The occupant's usual place of return. To classify a unit as an occupant's Primary Residence does not require that the occupant be physically present in the unit at all times or continuously, but does require that the unit be the occupant's usual place of return. Factors that are indicative of Primary Residence include but are not limited to:

(1) The occupant carries on basic living activities at the subject premises for extended periods;

- (2) The subject premises are listed with public agencies, including but not limited to federal, state and local taxing authorities, as the occupant's primary residence;
- (3) Utility Charges and other charges and fees associated with usage of the structure are billed to and paid by the occupant at the subject premises;
- (4) The occupant does not file for a homeowner's tax exemption for any different property;
- (5) The occupant is not registered to vote at any other location; and
- (6) Ownership is held in the name of the occupant claiming Primary Residence and not held by a Limited Liability Corporation or other corporate or business entity structure.

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

(n) **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. This shall also include any other at-large organization that represents the interest of Tenants.

(o) **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.

(p) **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.

(q) **Rental Housing Fee.** The fee described in Subsection 11.10(j) herein.

(r) **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.

(s) **Single-Family Home.** A residential structure containing a single dwelling unit separately alienable from any other dwelling unit.

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

(u) **Utility Charges.** Any charges for gas, electricity, water, garbage, sewer, telephone, cable, internet, or other service relating to the use and occupancy of a Rental Unit.

(v) **Written Notice to Cease.** A written notice provided by a Landlord that gives a Tenant an opportunity to cure an alleged violation or problem prior to service of a notice to terminate tenancy. Any Written Notice to Cease must:

- (1) Provide the Tenant a reasonable period to cure the alleged violation or problem;
- (2) Inform the Tenant that failure to cure may result in the initiation of eviction proceedings;
- (3) Inform the Tenant of the right to request a reasonable accommodation;
- (4) Inform the Tenant of the contact number for the Commission; and
- (5) Include sufficient details about the conduct underlying the Written Notice to Cease that allow a reasonable person to comply.

SECTION 11.04. EXEMPTIONS

(a) **Fully Exempt (Exempt from Both Rent Stabilization and Just Cause for Eviction).** The following Rental Units are exempt from all provisions of this Article:

- (1) 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 thirty (30) 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 owned or operated or managed by a not-for-profit organization pursuant to a tax credit program;
- (4) Rental Units that a government unit, agency or authority owns, operates, or manages, or in which governmentally-subsidized Tenants reside, if applicable federal or state law or administrative regulation specifically exempt such units from municipal rent regulation;
- (5) Rental Units with an initial certificate of occupancy dated after the effective date of this Article; and
- (6) Rental Units additionally exempted pursuant to Section 11.05 herein.

(b) **Partially Exempt (Just Cause for Eviction Applies).** The following Rental Units are exempt only from Sections 11.07, 11.08, and 11.09 (regarding Stabilization of Rents) and from Sections 11.11 and 11.12 (regarding Petitions for Individual Rent Adjustment) of this Article, but are not exempt from Section 11.06 (Just Cause for Eviction Protections) and other enforcement and implementation Sections of this Article:

- (1) Rental Units with an initial certificate of occupancy dated between February 1, 1995 and the effective date of this Article; and

(2) Rental Units with an initial certificate of occupancy dated prior to the effective date of this Article, and which are governed by the City's Below Market Rate Program (Municipal Code Section 27.16.050) or which were constructed pursuant to the City's Density Bonus program (Municipal Code Section 27.16.060), to the extent permissible by law.

SECTION 11.05. ADDITIONAL HOMEOWNER PROTECTIONS

Homeownership is of great importance to the residents of the City of San Mateo. In addition to the Rental Units exempted in Subsection 11.04(a) of this Article, the following Rental Units are also Fully Exempt from this Article:

(a) **Single-Family Homes and Condominiums.** Single-family homes, condominiums, and other Rental Units specified in Civil Code Section 1954.52(a)(3)(A).

(b) **Owner-Occupied Secondary Units.** A Rental Unit on a Property that contains a secondary unit that is permitted and in compliance with San Mateo Municipal Code Chapter 27.19, if the Landlord is a natural person and uses either the secondary unit or the primary Single-Family Home as his or her Primary Residence.

(c) **Owner-Occupied Duplexes.** Rental Units in two-family dwellings, as defined by San Mateo Municipal Code Section 27.04.165(e), if the Landlord is a natural person who occupies one of the units as his or her Primary Residence

SECTION 11.06. 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 orally 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 at least one of the following conditions exists:

(1) **Failure to Pay Rent.** The Tenant has failed, after three days' written notice as provided by law, to pay the amount stated in the notice, so long as the amount stated does not exceed the Rent to which the Landlord is legally entitled under the Rental Housing Agreement, this Article, state, and any other local law.

(2) **Breach of Lease.** The Tenant has continued, after the Landlord has served the Tenant with Written Notice to Cease, to substantially violate any of the material terms of the Rental Housing 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; and provided further that, where such terms have been accepted by the Tenant or made part of the Rental Housing 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.

(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 Rental 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 sublessee replaces one or more departed Tenants under the Rental Housing Agreement on a one-for-one basis; and

(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 exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by Health & Safety Code Section 17922.

(B) **Protections for Families.** Notwithstanding any contrary provision in this Section, a Landlord shall not take any action to terminate a tenancy 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 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 Health & Safety Code Section 17922. The Commission may promulgate regulations that will further protect families and promote stability for school-aged children.

(3) **Nuisance.** 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 the Rental Unit.

(4) **Criminal Activity.** The Tenant has continued, after the Landlord has served the Tenant with a Written Notice to Cease, to be so disorderly as to destroy the peace, quiet, comfort, or safety of the Landlord or other tenants at the Property. Such disorderly conduct includes violations of state and federal criminal law that destroy the peace, quiet, comfort, or safety of the Landlord or other tenants at the Property.

(5) **Failure to Give Access.** The Tenant has continued to refuse, after the Landlord has served the Tenant with a Written Notice to Cease and, without good cause, to grant the Landlord reasonable access to the Rental Unit as required by state or local law.

(6) **Necessary and Substantial Repairs Requiring Temporary Vacancy.** 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 that 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 Subsection 11.06(b) herein.

(C) In the event the Landlord files a Petition for Individual Rent Adjustment within six (6) months following the completion of the work, the Tenant shall be party to such proceeding 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 reoccupy the premises pursuant to this Subsection.

(7) **Owner Move-In.** The Landlord seeks, after providing written notice to the Tenant pursuant to state law, to recover possession of the Rental Unit in good faith for use and occupancy as a Primary Residence by the Landlord, or the Landlord's spouse, domestic partner, children, parents or grandparents.

(A) As used in this Subsection, "Landlord" shall only include a Landlord that is a natural person and has at least a fifty percent (50%) recorded ownership interest in the Property.

(B) No eviction may take place under this Subsection 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 San Mateo is necessary to accommodate the person's disability.

(C) Any notice terminating tenancy pursuant to this Subsection shall contain the name, address and relationship to the Landlord of the person intended to occupy the Rental Unit.

(D) The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within sixty (60) days after the Tenant vacates, unless good cause is otherwise established, and to occupy the Rental Unit as a Primary Residence for at least thirty-six (36) consecutive months. The Commission may adopt regulations governing the determination of good cause of a delay of more than sixty (60) days and also the determination of good faith.

(E) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the Rental Unit within sixty (60) days after the Tenant vacates, unless good cause is otherwise established, the Landlord shall:

(i) Offer the Rental Unit to the Tenant who vacated it at the same Rent in effect when the Tenant vacated; and

(ii) Pay to said Tenant all reasonable expenses incurred in moving to and from the Rental Unit.

(F) 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 sixty-two (62) years old or Disabled; or (2) is certified as being terminally ill by the Tenant's treating physician. Notwithstanding the above, a Landlord may evict a Tenant who qualifies for the exemption herein if the Landlord or enumerated relative who will occupy the Rental Unit also meets the criteria for this exemption and no other units are available.

(8) **Withdrawal of the Unit Permanently from Rental Market.** The Landlord seeks in good faith to recover possession to withdraw all Rental Units of an entire Property from the rental market. The Landlord first must have filed the requisite documents with the Commission initiating the procedure for withdrawing Rental Units from rent or lease under Government Code Section 7060 et. seq. and all regulations passed by the Commission, with the intention of completing the withdrawal process and going out of the rental business. 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 Government Code Section 12955.3. Notice times may be increased by regulations if state law allows for additional time.

(9) **Demolition.** The Landlord, 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 recover possession of the Rental Unit to remove the Rental Unit permanently from rental housing use through demolition.

(b) **Relocation Assistance.** A landlord seeking to recover possession under Sections 11.06(a)(6)-(9) herein shall make relocation payments to affected Tenant households in amounts that shall be determined by the City Council through a relocation ordinance.

(1) In determining the dollar amount of relocation payments, the City Council shall consider all the reasonably foreseeable costs to the affected Tenant household, including but not limited to moving expenses, application fees for new housing, lost

wages due to the search for alternative housing, and the need to deposit an amount equal to several months' rent at fair market value to establish replacement housing. In enacting such a relocation ordinance, the City Council shall set forth the procedures for establishing the amount of relocation assistance applicable to any given Tenant household, and for the reasonably timely payment of any applicable relocation assistance.

(2) The City Council shall enact such a relocation ordinance not later than six months after the effective date of this Article. If the City Council passes a relocation ordinance prior to the effective date of this Article, the Council must amend or modify such relocation ordinance as necessary to comply with this Article within six months of the effective date of this Article.

(c) **First Right of Return.** All Tenants whose tenancy is terminated based upon a basis enumerated in Sections 11.06(a)(6)-(9) herein shall have the first right of return to the Rental Unit if that Rental Unit is returned to the market by the Landlord or successor Landlord. Rent for the Rental Unit shall be the Rent lawfully paid by the Tenant at the time the Landlord gave notice of termination based upon Sections 11.06(a)(6)-(9) herein.

(d) **Retaliation is Barred.** Notwithstanding the above provisions, no Landlord shall take action to terminate any tenancy or otherwise recover possession of a Rental Unit in retaliation for the Tenant reporting violations of this Article, for exercising rights granted under this Article, or for forming or participating in a Recognized Tenant Organization.

(e) **Notice to Specify Basis for Termination.** Any notice purporting to terminate tenancy on any of the bases specified in this Section must state with specificity the basis on which the Landlord seeks to terminate the tenancy.

(f) **Landlord Compliance with this Article.** In any action brought to recover possession of a Rental Unit, the Landlord shall allege compliance with this Article.

(g) **Filing Termination Notices with Commission.** The Landlord shall file with the Commission a copy of any notice terminating tenancy within three (3) days after serving the notice on the Tenant.

(h) **Failure to comply.** A Landlord's failure to comply with any requirement of this Article, including without limitation the failure to serve any of the required notices on the Commission pursuant to Subsection (g) herein, is a complete affirmative defense in an unlawful detainer or other action brought by the Landlord to recover possession of the Rental Unit.

SECTION 11.07. STABILIZATION OF RENTS

(a) **Rents Stabilized.** Upon the effective date of this Article, no Landlord shall charge Rent in an amount that exceeds the sum of the Base Rent plus any lawful Rent increases actually implemented pursuant to this Article.

(b) **Rent Increases Regulated.** No Landlord shall increase Rent for a Covered Rental Unit except as authorized by this Article. Rent increases shall be limited to those imposed pursuant to Section 11.08 (Annual General Adjustment) and Section 11.11(a) (Petition for Upward Adjustment—Fair Rate of Return). A Landlord may set the initial Rent for a new tenancy pursuant to Section 11.09 (Initial Rents for New Tenancies).

(c) **Security Deposit at Commencement of Tenancy Only.** No Landlord shall increase a security or other deposit originally required from a Tenant as a condition of occupancy of a Rental Unit.

SECTION 11.08. RENT INCREASES PURSUANT TO ANNUAL GENERAL ADJUSTMENT

(a) **Annual General Adjustment.** No later than June 30th each year, the Commission shall announce the amount of the Annual General Adjustment, which shall be effective as of September 1st of that year. The Annual General Adjustment is the percentage by which the Rent for existing tenancies in Covered Rental Units may be increased each year, subject to the limitations of this Article.

(1) The Annual General Adjustment shall be equal to one hundred percent (100%) of the percentage increase in the Consumer Price Index (All Urban Consumers, San Francisco-Oakland-San Jose region, 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 twelve-month period ending as of March of the current year. The Annual General Adjustment shall be rounded to the nearest one-tenth of a percent.

(2) Subparagraph 1 of this Subsection notwithstanding, in no event shall the Annual General Adjustment be less than one percent (1%) or more than four percent (4%).

(3) Pursuant to Subsection (a) herein, the Commission's first announcement of an Annual General Adjustment shall be made no later than June 30, 2017. Accordingly, the first Rent increase that a Landlord may impose pursuant to this Article shall not take effect prior to September 1, 2017.

(b) **One Rent Increase Per Year.** No more than one Rent increase per twelve-month period may be imposed on a Tenant.

(c) **Notice of Rent Increase Required.** Allowable Rent increases pursuant to the Annual General Adjustment shall become effective only after the Landlord provides written notice to the Tenant in the manner prescribed by law, with at least thirty (30) days' advance written notice.

(d) **Banking of Unimplemented Annual General Adjustments.** A Landlord who refrains from imposing a Rent increase or any portion thereof pursuant to an Annual General Adjustment may accumulate said increase and impose the unimplemented amount in subsequent years. The ability to accumulate and impose unimplemented Rent increases shall not carry over to a successor Landlord in the event of a change in ownership of the Rental Unit. Any such subsequent Rent increase shall be subject to the limitations of this section, including the 8% limitation in Subsection (e) herein. The Commission may issue rules and regulations that modify, restrict, or prohibit the ability of Landlords to impose accumulated increases upon a finding that the banking of Annual General Adjustments causes undue hardship on Tenants, provided that Landlords retain their right to a fair rate of return.

(e) **8% Annual Rent Increase Limit.** The overall Rent increase in any twelve-month period shall not exceed eight percent (8%) of the Rent actually charged to the Tenant.

Notwithstanding the foregoing, the overall Rent increase in any twelve-month period may exceed eight-percent (8%) of the Rent actually charged to the Tenant only if that Rent increase is pursuant to a decision of a Hearing Officer or the Commission as a result of a Landlord Petition pursuant to Section 11.11(a) of this Article.

(f) **Conditions Under Which Rent Increase Not Permitted.** No Rent increase shall be effective if the Landlord:

- (1) Has failed to substantially comply with all provisions of this Article and all rules and regulations promulgated by the Commission; or
- (2) Has failed to maintain the Rental Unit in compliance with Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and 17920.10; or
- (3) Has failed to make repairs ordered by a Hearing Officer, the Commission, or the City.

SECTION 11.09. INITIAL RENTS FOR NEW TENANCIES

(a) **Setting of Initial Rents Without Restriction.** To the extent required by state law, Landlords may set the initial Rent for new Tenants at the market rate.

(b) **Restrictions on Initial Rent for New Tenancies.** To the maximum extent permitted by state law, the initial Rent for new tenancies shall be subject to the restrictions of this Article. The Commission shall issues rules and regulations to govern the restrictions on the initial Rent for new tenancies where such restrictions are permitted by state law.

(c) **Rent Increases After Setting an Initial Rent.** After the Landlord sets an initial Rent pursuant to this Section, the Landlord may only increase the Rent in accordance with this Article. The Landlord may not increase Rent based on banking, cost increases, capital improvements, or other circumstances that arose before the new tenancy began.

SECTION 11.10. RENTAL HOUSING COMMISSION

(a) **Composition.** There shall be in the City of San Mateo an appointed Rental Housing Commission comprised of San Mateo residents as set forth in this Section. The Commission shall consist of five (5) Commission members appointed by the City Council, and an alternate Commission member. The alternate Commission member shall be permitted to attend all Commission meetings and to speak, but not be authorized to vote unless a regular member of the Commission is absent at that meeting or is recused from voting on an agenda item. There shall be no more than two (2) members of the Commission who own or manage any rental property, or that are realtors or developers. Anyone nominated to this Commission must be in compliance with this Article and all other local, state and federal laws regulating the provision of housing. Annually, the Commission shall elect one of its members to serve as chairperson.

(b) **Eligibility and Appointment.** Commission members shall be appointed by the City Council at a public meeting. Applicants for membership on the Commission shall submit an application to the City Council. The application shall include a statement under penalty of perjury of the applicant's interests and dealings in real property, including but not limited to, ownership, trusteeship, sale, or management, and investment in and association with partnerships,

corporations, joint ventures, and syndicates engaged in ownership, sale, or management of real property during the three (3) years immediately prior to the applicant's application. This documentation shall be made available to the public.

(c) **Term of Office.** Commission Members shall serve terms of four (4) years and may be reappointed for a total of two (2) full terms. Commission member terms shall be staggered. Therefore, initial appointments shall consist of two (2) members with two-year terms, an alternate with a two-year term, and three (3) members with four-year terms.

(d) **Powers and Duties.** The Commission shall have the following powers and duties:

- (1) Set Rents at fair and equitable levels to achieve the purposes of this Article. Notwithstanding any other provision of this Article, the Commission shall have the authority to adopt regulations authorizing Rent increases and/or adjustments required by state or federal law.
- (2) Establish rules and regulations for administration and enforcement of this Article.
- (3) Determine and publicize the Annual General Adjustment pursuant to this Article.
- (4) Appoint Hearing Officers to conduct hearings on Petitions for Individual Rent Adjustment pursuant to this Article.
- (5) Adjudicate Petitions pursuant to Sections 11.11 and 11.12 herein and issue decisions with orders for appropriate relief pursuant to this Article.
- (6) Administer oaths and affirmations and subpoena witnesses and relevant documents.
- (7) Establish a budget for the reasonable and necessary implementation of the provisions of this Article, including without limitation the hiring of necessary staff, and charge fees as set forth herein in an amount sufficient to support that budget.
- (8) Administer the withdrawal process for the removal of Rental Units from the rental housing market pursuant to Subsection 11.06(a)(8) herein.
- (9) Hold public hearings.
- (10) Conduct studies, surveys, investigations, and hearings, and obtain information to further the purposes of this Article.
- (11) Report periodically to the City Council on the status of Covered Rental Units. Reports shall include (a) a summary of the numbers of termination of tenancy notices served pursuant to Section 11.06 of this Article, including the bases upon which they were served, (b) a summary of any and all Petitions submitted to and/or decided by a Hearing Officer and/or the Commission pursuant to Sections 11.11 and 11.12, including the bases on which the Petitions were submitted and the determinations on the Petitions.

(12) Publicize through reasonable and appropriate means the provisions of this Article, including without limitation the rights and responsibilities of Landlords and Tenants.

(13) Establish a schedule of penalties that may be imposed for noncompliance with this Article or with rules and regulations promulgated under this Article.

(14) Pursue civil remedies as provided by this Article in courts of appropriate jurisdiction, subject to City Council approval.

(15) Intervene as an interested party in any litigation brought before a court of appropriate jurisdiction by a Landlord or Tenant with respect to Covered Rental Units, subject to City Council approval.

(16) Any other duties necessary to administer and enforce this Article.

(e) **Rules and Regulations.** The Commission shall issue and follow such rules and regulations as will further the purposes of the Article.

(f) **Meetings.** The Commission shall hold regularly scheduled meetings as necessary to ensure the performance of its duties under this Article. All regular and special meetings shall be called and conducted in accordance with state law.

(g) **Quorum.** Three (3) members shall constitute a quorum for the Commission.

(h) **Voting.** The affirmative vote of three (3) members of the Commission is required for a decision, including on all motions, regulations, and orders of the Commission.

(i) **Vacancies.** If a vacancy occurs on the Commission, a person qualified to fill such vacancy shall be appointed by the City Council in accordance with this Article.

(j) **Financing.** The Commission shall finance its reasonable and necessary expenses, including without limitation engaging any staff as necessary to ensure implementation of this Article, by charging Landlords an annual Rental Housing Fee as set forth herein, in amounts deemed reasonable by the Commission in accordance with applicable law. The Commission is also empowered to request and receive funding when and if necessary from any available source, including the City, for its reasonable and necessary expenses.

(1) **Rental Housing Fee.** All Landlords shall pay a Rental Housing Fee on an annual basis. The first Commission convened after the effective date of this Article shall determine the amount of the Rental Housing Fee. The amount of the Rental Housing Fee may differ between Rental Units subject to the entirety of this Article and those that are Partially Exempt. The Commission may adjust the amount of the Rental Housing Fee at its discretion to ensure full funding of its reasonable and necessary expenses, in accordance with all applicable law.

(2) **City to Advance Initial Funds.** During the initial implementation of this Article, the City shall advance all necessary funds to ensure the effective implementation of this Article, until the Commission has collected Rental Housing Fees sufficient to support the implementation of this Article. The City may seek a

reimbursement of any advanced funds from the Commission after the Rental Housing Fee has been collected.

(k) **Integrity and Autonomy of Commission.** The Commission shall be an integral part of the government of the City, but shall exercise its powers and duties under this Article independent from the City Council, City Manager, and City Attorney, except by request of the Commission. The Commission may request the services of the City Attorney, who shall provide them pursuant to the lawful duties of the office. In the period between the effective date of this Article and the appointment of the initial members of the Commission, the City shall take whatever steps necessary to perform the duties of the Commission and implement the purposes of this Article.

(l) **Conforming Regulations.** If any portion of this Article is declared invalid or unenforceable by decision of a court of competent jurisdiction or rendered invalid or unenforceable by state or federal legislation, the Commission 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 Article to the extent necessary to resolve any inconsistency. The subject matter of such replacement regulations shall be limited to the matters addressed in this Article.

(m) **Designation of Replacement Commission.** In the event the establishment of the Commission under this Section is adjudged to be invalid for any reason by a court of competent jurisdiction, the City Council shall designate one or more City departments, agencies, committees, or commissions to perform the duties of the Commission prescribed by this Article.

(n) **Conflict of interest.** Commission members shall not necessarily be disqualified from exercising any of their powers and duties on the grounds of a conflict of interest solely on the basis of their status as a Landlord, realtor, developer, or Tenant. However, a Commission member shall be disqualified from ruling on a Petition if the Commission member is either the Landlord of the Property or a Tenant residing in the Property that is involved in the Petition. The provisions of the Political Reform Act, Government Code Sections 87100 et seq. shall apply.

SECTION 11.11. PETITIONS FOR INDIVIDUAL RENT ADJUSTMENT--BASES

A Landlord or a Tenant may file a Petition with the Commission seeking adjustment, either upward or downward, of the Rent for any given tenancy in accordance with the standards set forth in this Section, and using the procedures set forth in Section 11.12 herein and implementing regulations. A Petition shall be on a form provided by the Commission and, if made by the Landlord, shall include a declaration by the Landlord that the Rental Unit complies with all requirements of this Article.

(a) **Petition for Upward Adjustment—Fair Rate of Return.** To effectuate the purposes of this Article and the requirements of law, a Landlord may file a Petition for an upward adjustment of the Rent to ensure a fair and reasonable rate of return. It is the intent of this Article that individual upward adjustments in Rent be granted only when the Landlord demonstrates that such adjustments are necessary to provide the Landlord with a fair rate of return. The Commission shall promulgate regulations to further govern Petitions filed pursuant to this Subsection in accordance with law and the purposes of this Article.

(1) **Prerequisites.** No upward adjustment of Rent shall be authorized by a Hearing Officer or the Commission under this Subsection if the Landlord:

(A) Has continued to fail to comply, after order of the Commission or other authority, with any provisions of this Article or orders or regulations issued thereunder; or

(B) Has failed to maintain the Rental Unit in compliance with Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and 17920.10.

(2) **Fair Rate of Return – Factors**. In making any upward adjustment to the Rent based upon a Landlord’s Petition to ensure a fair rate of return, the Hearing Officer or Commission shall consider relevant factors, including but not limited to, the following:

(A) Increases or decreases in property taxes;

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

(C) The cost of planned or completed capital improvements to the Rental Unit (as distinguished from ordinary repair, replacement, and maintenance), but only where such capital improvements are necessary to bring the Property into compliance or maintain compliance with applicable local codes affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvements;

(D) 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;

(E) Substantial deterioration of the Rental Unit other than as a result of normal wear and tear;

(F) Failure on the part of the Landlord to provide adequate Housing Services, or to comply substantially with applicable state rental housing laws, local housing codes, health and safety codes, or the Rental Housing Agreement; and

(G) The pattern of recent Rent increases or decreases in the Rental Unit during the occupancy of the current Tenant.

(3) **Fair Rate of Return – Factors Excluded**. In making any upward adjustment to the Rent based upon a Landlord’s Petition to ensure a fair rate of return, the Hearing Officer or Commission shall not consider the following factors as justifying an upward adjustment:

(A) Costs of debt servicing (including but not limited to principal, interest, and fees) for any debt obtained after September 21, 2015, other than debt incurred to finance the cost of improvements as described in Subsection 11.11(a)(2)(C);

(B) Any penalties, fees, or interest assessed or awarded for violation of this or any other law with respect to the Rental Unit;

(C) The costs of capital improvements that are not necessary to bring the property into compliance or maintain compliance with applicable local codes affecting health and safety;

(D) Cost increases, capital improvements, banked Annual General Adjustments, or other circumstances that arose before the current tenancy began; and

(E) Income taxes.

(4) **Effective Date of Individual Rent Adjustment.** Rent increases authorized pursuant to this Subsection shall become effective only after the Landlord provides the Tenant written notice of such Rent increase pursuant to state law.

(b) **Petition for Downward Adjustment—Failure to Maintain Habitable Premises.**

(1) Failure to maintain a Rental Unit in compliance with governing health and safety and building codes, including but not limited to Civil Code Sections 1941.1 et seq. and Health and Safety Code Sections 17920.3 and 17920.10, constitutes an increase in Rent. A Tenant may file a Petition with the Commission to adjust the Rent downward based on a loss in rental value attributable to the Landlord's failure to maintain the Rental Unit in habitable condition.

(2) A Tenant Petition filed pursuant to this Subsection must specify the conditions alleged to constitute the failure to maintain the Rental Unit in habitable condition and demonstrate that the Landlord was provided with reasonable notice and opportunity to correct the conditions that form the basis for the Petition.

(c) **Petition for Downward Adjustment—Decrease in Housing Services or Maintenance.**

(1) A decrease in Housing Services or maintenance, or deterioration of the Rental Unit beyond ordinary wear and tear, without a corresponding reduction in Rent, is considered an increase in Rent. A Tenant may file a Petition to adjust the Rent downward based on a loss in rental value attributable to a decrease in Housing Services or maintenance or deterioration of the Rental Unit.

(2) A Tenant Petition filed pursuant to this Subsection must specify the circumstances alleged to constitute a decrease in Housing Services or maintenance, and demonstrate that the Landlord was provided with reasonable notice and an opportunity to correct in like manner to Petitions filed pursuant to Subsection 11.11(b) herein.

(d) **Petition for Downward Adjustment—Unlawful Rent.** If a Landlord demands or retains Rent in excess of the lawful Rent pursuant to this Article, a Tenant may file a Petition to adjust the Rent to its lawful level.

**SECTION 11.12. PETITIONS FOR INDIVIDUAL RENT ADJUSTMENT—
PROCEDURES**

The Commission shall promulgate regulations regarding procedures for Petitions filed under this Article. Petitions shall be governed by such regulations and by the provisions of this Section.

(a) **Hearing Officer.** A Hearing Officer appointed by the Commission shall conduct a hearing to act upon the Petition, and shall have the power to administer oaths and affirmations, and to render a final decision on the merits of the Petition, subject to the provisions of this Article.

(b) **Notice.** The Commission 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.

(c) **Time of Hearing.** Each party to a Petition shall receive sufficient advance notice of the bases, theories, and relevant documents to be presented by the other party(ies), and of the time, date, and place of any hearing regarding the Petition.

(d) **Developing the Record.** The Hearing Officer may require either party to a Petition to provide any books, records, and papers deemed pertinent. If the Hearing Officer finds good cause to believe that a building or other inspection would assist in resolving the issues raised by the Petition, the Hearing Officer may conduct an inspection and/or request the City to conduct an inspection. The Tenant may request the Hearing Officer to order such an inspection prior to the date of the hearing. All documents required under this Subsection shall be made available to the parties involved prior to the hearing.

(e) **Open Hearings.** All hearings conducted pursuant to this Section shall be open to the public.

(f) **Right of Assistance.** All parties to a hearing conducted pursuant to this Section 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.

(g) **Hearing Record.** The Commission shall make available for inspection and copying any official record that 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 reasonable cost of copying. All hearings shall be audio or video recorded, as ordered by the Hearing Officer, and any party to the Petition may receive a copy of the recording upon payment of a reasonable cost.

(h) **Quantum of Proof and Notice of Decision.** No Petition for Individual Rent Adjustment, whether upward or downward, shall be granted unless supported by the preponderance of the evidence submitted prior to and 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 appeal to the Commission and/or to judicial review.

(i) **Consolidation.** Whether submitted by a Landlord or Tenant(s), all Petitions pertaining to Rental Units at the same Property may be consolidated for hearing upon a showing of good cause.

(j) **Appeal.** Any person aggrieved by the decision of the Hearing Officer may appeal to the full Commission for review. On appeal, the Commission shall affirm, reverse, or modify the decision of the Hearing Officer. The decision on appeal shall be based on the hearing record, and the Commission shall neither hear nor find facts in addition to those presented to the Hearing Officer.

(k) **Finality of Decision.** The decision of the Hearing Officer shall be the final decision of the Commission, unless an aggrieved party has timely sought an appeal to the Commission. The decision of the Commission on appeal shall be final unless an aggrieved party has timely sought judicial review pursuant to law.

(l) **Time for Decision.** A final decision on any Petition shall be made within a reasonable time. Final decisions decreasing Rent shall remain in effect until the Landlord has corrected the defect warranting the decrease. The Commission shall, by regulation, establish procedures for making prompt compliance determinations.

(m) **Right to Fair Return Guaranteed.** No provision of this Article shall be applied so as to prohibit the Commission from granting an Individual Rent Adjustment that is demonstrated by the Landlord to be necessary to provide the Landlord with a fair rate of return.

SECTION 11.13. JUDICIAL REVIEW

A Landlord or Tenant aggrieved by any action or decision of the Commission may seek judicial review pursuant to state law and this Article and its implementing regulations. No action or decision by the Commission shall go into effect until any statutory time period for such review has expired.

SECTION 11.14. NON-WAIVABILITY

Any provision of a Rental Housing Agreement, whether oral or written, which purports to waive any provision of this Article established for the benefit of the Tenant, shall be deemed to be against public policy and shall be void.

SECTION 11.15. REMEDIES

In addition to any other remedies provided by law, Landlords and Tenants covered by this Article shall have the following remedies for violations of this Article.

(a) **Landlord's Demand for or Retention of Excessive Rent.** When a Landlord demands, accepts, receives, or retains any payment or payments in excess of the lawful Rent pursuant to this Article and the regulations promulgated hereunder, including in violation of the provisions ensuring compliance with habitability standards and maintenance of Housing Services, the Tenant may file a Petition pursuant to Section 11.11 or file a civil suit against the Landlord. A Landlord who demands, accepts, receives, or retains any payment of Rent in excess of the lawful Rent shall be liable to the Tenant in the amount by which the payment or payments have exceeded the lawful Rent. In such a case, the Rent shall be adjusted to reflect the lawful Rent pursuant to this Article and its implementing regulations.

(b) **Civil Remedies.** A Tenant may bring a civil suit in the courts of the state alleging that a Landlord has violated any of the provisions of this Article or the regulations promulgated hereunder, including that the Landlord has demanded, accepted, received, or retained a payment or payments in excess of the lawful Rent. In a civil suit, a Landlord found to violate this Article shall be liable to the Tenant for all actual damages, including but not limited to the damages described in Subsection (a) herein. A prevailing Tenant in a civil action brought to enforce this Article shall be awarded reasonable attorneys' fees and costs as determined by the court. Additionally, upon a showing that the Landlord has acted willfully or with oppression, fraud, or malice, the Tenant shall be awarded treble damages. No administrative remedy need be exhausted prior to filing suit pursuant to this Subsection.

(c) **Additional Relief for Landlord's Violation of Eviction Rules.** If it is shown that the event which the Landlord claims as grounds to recover possession under Subsections 11.06(a)(6)-(9) is not initiated within two (2) months after the Tenant vacates the Rental Unit, unless the Landlord otherwise establishes good cause for the delay, or if it is shown that the Landlord's claim was false or in bad faith, the Tenant shall be entitled to regain possession of the Rental Unit at same Rent that was lawfully in effect when the Tenant vacated, in addition to the relief described in Subsection (b) herein.

(d) **Defense to Action to Recover Possession.** A Landlord's failure to comply with any of the provisions of this Article or regulations promulgated hereunder shall serve as a complete affirmative defense in an unlawful detainer or other action brought by the Landlord to recover possession of the Rental Unit. Any and all violations of this Article by the Landlord shall constitute such an affirmative defense, including but not limited to the demand or retention of payment in excess of the lawful Rent, failure to serve any of the notices required pursuant to this Article on the Tenant or the Commission, failure to pay the Rental Housing Fee, and a decrease in Housing Services or maintenance without a corresponding reduction in Rent. It is the intent of this Article to construe this Subsection to the broadest extent permissible under the law to ensure maximum compliance with this Article and avoid unlawful evictions.

(e) **Commission or City Attorney Enforcement Action.** If the Tenant fails to bring a civil or administrative action to enforce the Tenant's rights under this Article within one hundred and twenty (120) days after the date of the violation, the Commission or the City Attorney may bring such an action or settle the claim on the Tenant's behalf. If the Commission or City Attorney brings such an action, the Tenant shall be provided the right to opt in or out of the action. In the case of an opt-in, the Tenant on whose behalf the Commission acted is barred from bringing a separate action against the Landlord in regard to the same violation, and the Commission or City Attorney shall be entitled to recuperate the costs it incurred from any monetary recovery from the Landlord, with the remainder to go to the Tenant against whom the violation has been committed. In the case of an opt-out, the Tenant shall retain all rights relating to his or her right to private action. The Commission or City Attorney may take other such enforcement action as necessary to ensure compliance with this Article.

(f) **Remedies Not Exclusive.** The remedies available in this Article are not exclusive and may be used cumulatively with any other remedies in this Article or otherwise available at law.

(g) **Jurisdiction.** The appropriate court in the jurisdiction in which the Rental Unit is located shall have jurisdiction over all actions brought under this Article.

SECTION 11.16. INJUNCTIVE AND OTHER CIVIL RELIEF

The Commission, Tenants, and Landlords may seek relief from the appropriate court in the jurisdiction where the affected Rental Unit is located to enforce any provision of this Article or its implementing regulations or to restrain or enjoin any violation of this Article and of the rules, regulations, orders, and decisions of the Commission.

SECTION 11.17. PARTIAL INVALIDITY; SEVERABILITY

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

SECTION 11.18. CONFLICTING ORDINANCES; IMPLEMENTATION

(a) This Article supersedes any conflicting provisions of a municipal ordinance covering the area of rents, evictions, relocation assistance, or other matters addressed herein. However, nothing in this Subsection shall be construed to restrict the authority of the City Council to enact complimentary or non-conflicting ordinances or take other such actions within its powers, where such ordinances or actions are designed to comply with or further the terms and purposes of this Article.

(b) In the event any other ballot initiative addressing in whole or in part the same subject matter as this Article is approved by a majority of the voters voting thereon at the same election, the following provisions shall apply:

(1) This Charter Amendment shall supersede and prevail over any initiative ordinance which amends the Municipal Code, regardless of the number of affirmative votes received; and

(2) If this Article receives a greater number of affirmative votes than any other such proposed charter amendment, including one that would provide that property owners have the right to set the price at which they rent residential property, then this Article shall control in its entirety and the other proposed charter amendment shall be rendered void and without any legal effect; and

(3) If this Article receives fewer affirmative votes than any other such proposed charter amendment, including one that would provide that property owners have the right to set the price at which they rent residential property, all provisions of this Article which are not directly contradicted by the initiative receiving a greater number of affirmative votes will apply to the extent permitted by law.

SECTION 11.19. CONFLICTING CHARTER PROVISIONS

To the extent that any of the provisions of this Article conflict with other provisions of the City Charter, the provisions of this Article shall govern. This Article, however, is not intended to revise, repeal, or supersede any other provisions of the City Charter with respect to matters not addressed herein. As such, this Article shall have the effect of amending the City Charter as necessary for the Rental Housing Commission to exercise its authority and fulfill its responsibilities as specifically identified herein, but this Article shall not otherwise amend the City Charter with respect to the powers and limitations of other boards and commissions.

SECTION 11.20. CODIFICATION

The City Clerk and the City Attorney shall take all steps necessary to ensure the proper and efficient codification of this Article into the Charter of the City of San Mateo. This authority shall include making any necessary revisions to numbering, revising or substituting any references herein to other provisions of San Mateo or State law, and similar non-substantive items. In exercising this authority, the City Clerk and City Attorney shall not alter the substantive provisions of this Article nor take any action that contradicts the express terms and purpose of this Article.

SECTION 11.21. MAJORITY APPROVAL, EFFECTIVE DATE, EXECUTION

This Amendment to the City Charter 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 Article to give evidence of its adoption by the voters.

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