

Section 1700. Title and purpose.

This Amendment shall be known as the Mountain View Community Stabilization 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 Mountain View 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.

(As added November 8, 2016.)

Section 1701. Findings.

The People of Mountain View find and declare as follows:

- WHEREAS, as published in a July 2015 Trends Report by ReFact, a rental market data provider, the average monthly asking rent within the City of Mountain View has risen 52.7 percent from 2011 to 2015,<sup>1</sup> while the median household income in Santa Clara County has only risen 1.2 percent during that same period;<sup>2</sup> and
- WHEREAS, almost one-third of Mountain View households (32 percent) or 14,155 Mountain View households have incomes less than 80 percent of the Area Median Income (AMI),<sup>3</sup> the low income threshold as defined and annually published by the U.S. Department of Housing and Urban Development; and
- WHEREAS, Mountain View's 2015-2030 Consolidated Plan (also derived from HUD-provided data) indicated the most common housing problem that households are confronted with is that 36 percent of the households pay more than 30 percent of their income toward housing costs; and 18 percent of renter households (3,365 households) in Mountain View are severely cost-burdened, paying more than 50 percent of their income toward rent; and
- WHEREAS, when the high rents could impact the financial health of households, the 2015-2030 Consolidated Plan documents that lower-income renter households are most likely that "higher-income groups to experience cost burden, with 20 percent of higher-income renter households (2,201 households) paying more than 30 percent of their income toward their housing costs, compared to 14 percent of higher-income ownership households (260 households). Additionally, 11 percent of renter households (1,360 households) pay more than 50 percent of their income toward housing costs are lower income compared to 29 percent of owner households (4,641 households); and
- WHEREAS, according to the Cities Association of Santa Clara County and Housing Trust Silicon Valley, the Association of Bay Area Governments (ABAG) projects that over the next 25 years, 57 percent of the population growth in the Bay Area, which includes the City of Mountain View, will consist of very low- and low-income households; and
- WHEREAS, according to the U.S. Census Bureau 2009-2010 American Community Survey, 57 percent of all units in the City are occupied by renter households;<sup>4</sup> and
- WHEREAS, according to U.S. Census Bureau 2009-2013 American Community Survey, in 2013, 3 percent of families and 6.8 percent of people in Mountain View lived below the poverty level, and by 2013, the number of households that had fallen into poverty had increased substantially with 5.7 percent of families and 8.1 percent of all people living below the poverty level; and
- WHEREAS, the implementation of rent relief strategies supported by the City's adopted 2015 Housing Element Goal 2, to provide assistance to households at different income levels to address their housing needs; Policy 2A, to assist extremely low-, very-low-, low-, and moderate-income households in renting a home in Mountain View, and Program 2A, promoting anti-displacement strategies; and
- WHEREAS, excessive renter increases have resulted in increased homelessness, families leaving their vehicles, and the displacement of low-income families in the City of Mountain View; and
- WHEREAS, increasing poverty in Mountain View, decreasing AMI, and increasing rents have created a growing "affordability gap" between income and rents demonstrated by the increase in "severely renter households" and increased homelessness; and
- WHEREAS, on multiple occasions in 2015 and 2016 members of the community have expressed their concerns to the City Council regarding the rental housing situation in the City of Mountain View and reported excessive increases and the service of no cause notices or termination of tenancy for tenants on month-to-month tenancies; and
- WHEREAS, the City of Mountain View is experiencing a jobs/housing imbalance and the housing supply, particularly available rental housing, is not adequate to serve the needs of the community; and
- WHEREAS, the Mountain View Community does not regulate renter increases, rent increases, or evictions from residential housing; and
- WHEREAS, on November 17, 2015, the City Council responded to a public hearing on the subject matter and a cause action, the City Council of Mountain View convened a "Study Session" on "Consideration of Rent Relief Program Options," at which invited openers publicly addressed the City Council about policy options to protect tenants, including Rent Stabilization and Just Cause for Eviction; it was foreseeable that rent and eviction regulation were under consideration for the City of Mountain View, thus making it reasonable to conclude that landlords would increase rents to levels they otherwise would not have in anticipation of renter regulations;
- WHEREAS, in the absence of city regulation of renter increases, rent increases or discriminatory evictions, tenants in the City of Mountain View have expressed that they are being displaced as a result of evictions or their inability to pay excessive rent increases and must relocate, but as a result of the housing shortage are unable to find decent, safe and healthy housing at affordable rent levels; and that 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; and
- WHEREAS, the foregoing housing and economic conditions create a detrimental effect on substantial numbers of renters in the City and are a threat to the public health, safety and welfare, and a particular hardship for senior citizens, persons on fixed income, families with children, and other vulnerable persons; and
- WHEREAS, evictions from residential housing impact the displaced tenants, including economic financial costs, including but not limited to parking costs, moving costs, the expense due to taking time off work to search for alternative housing, the cost of applying to alternative housing, lost costs of other temporary housing expenses required until suitable long-term alternative housing is obtained, and the cost of a new security deposit; and
- WHEREAS, evictions 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;
- WHEREAS, 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, imposing accumulated relocation expenses on a displaced household frequently in excess of \$10,000.00;

(As added November 8, 2016.)

- Adoption:**
- By: **Resolution No. 2016-10** (Trends Report)
  - **Mountain View City Council** (2016-08-08) and **2016-08-08** (HUD published market studies for Santa Clara County)
- Amended:**
- By: **Resolution No. 2016-08** (Consolidated Plan) (Page 10) (3 percent (2,660 households) at 4 percent to 30 percent AMI, 30 percent to 100 (100 total households) over Base Rent 40 percent AMI (taken over as follows: 1 percent (3,400 households) at 4 percent to 30 percent AMI, 11 percent (3,400 households) at 30 percent to 50 percent AMI, and 3 percent (300 households) at 50 percent to 80 percent AMI)
- Repealed:**
- **2016-08** (Consolidated Plan) (Page 46)
  - **2016-08** (Consolidated Plan) (Page 46) and **2009-2013 American Community Survey** (2015)

Section 1702. Definitions.

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

- 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.
- Base Rent:** The Base Rent is the reference point from which the lawful Rent shall be determined and adjusted in accordance with this Article.
- Tenancies commencing on or before October 15, 2015:** The Base Rent for tenancies that commenced on or before October 15, 2015, shall be the Rent actually paid on October 15, 2015.
- Tenancies commencing after October 15, 2015:** The Base Rent for tenancies that commenced after October 15, 2015 shall be the initial lawful Rent charged upon initial occupancy provided that amount is not in violation of this Article or any provision of state law. The term "initial lawful Rent" means only the amount of Rent actually paid by the Tenant for the initial term of the tenancy.
- Committee:** The term "Committee" refers to the Mountain View Rental Housing Committee established by this Article.
- Covered Rental Units:** All Rental Units not specifically exempted by this Article.
- City Council:** The term "City Council" refers to the City Council of the City of Mountain View.
- Displaced:** The term "Displaced" is defined in Civil Code Section 19293.1.
- Hearing Officer:** An official appointed by the Committee to conduct an investigation or administrative hearing pursuant to this Article.
- Housing Services:** Housing services include, but are not limited to, repairs, maintenance, painting, providing light, heat and cold water, elevator service, window shades and screens, storage, linens, 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 areas of the building in which the Rental Unit is located.
- Individual Rent Adjustment:** An adjustment to the otherwise lawful Rent authorized by a Hearing Officer or the Committee pursuant to this Article.
- Landlord:** An owner, lessee, 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.
- Primary Residence:** The occupant's usual place of residence. 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 residence. 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 leased 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 as 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).
- Property:** All Rental Units on a parcel or lot contiguous parcels or contiguous lots under common ownership.
- 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 large organization that represents the interest of Tenants.
- Relocation Assistance:** Financial assistance in the amounts set forth in Mountain View City Code Article IV, Section 16.03, including without limitation Subsection 16.03.10 regarding "Special circumstances" households as defined in Mountain View City Code Article XVI, Section 36.05(4).
- Rent:** All periodic payments and all nonperiodic consideration, including but not limited to, the fair market value of goods, labor, or services rendered or to be rendered to 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.
- Rental Housing Agreement:** An agreement, written or implied between a Landlord and Tenant for use or occupancy of a Rental Unit and for Housing Services.
- Rental Housing Fee:** The fee described in Subsection 1703(4) herein.
- Rental Unit:** Any building, structure, or part thereof, or land appurtenant thereto, or any other 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.
- Single-family home:** A detached building containing a single residential dwelling unit separately alterable from any other dwelling unit.
- 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.
- 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.
- 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 Committee; and
  - (5) Include sufficient details about the conduct underlying the Written Notice to Cease that allow a reasonable person to comply.

(As added November 8, 2016.)

Section 1703. Exemptions.

- Adult Exempt (Exempt from Both Rent Stabilization and Just Cause for Eviction):** The following Rental Units are exempt from all provisions of this Article:
  - (1) Single-family homes, mobile, town, tourist homes, and nursing homes; and
  - (2) Buildings used for a period of fewer than thirty (30) days as defined in Mountain View City Code Section 16.03.10;
  - (3) Rental Units in any hospital, convalescent, extended medical care facility, asylum, non-profit home for the aged, or dormitory owned and operated by an accredited institution of higher education;
  - (4) Rental Units owned or operated or managed by a not-for-profit organization pursuant to a tax credit program;
  - (5) Rental Units which 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 control;
  - (6) Rental Units with first certificate of occupancy after the effective date of this Article; and
  - (7) Rental Units additionally exempted pursuant to Section 16.03.
- Partially Exempt (Exempt from Eviction Applies):** The following Rental Units are exempt from Sections 1706, 1707, and 1708 of this Article regarding Stabilization of Rents and from Sections 1722 and 1771 regarding Protections for Individual Rent Adjustment, but are not exempt from Section 1709 (Just Cause for Eviction Protections):
  - (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 governed by Mountain View City Code Chapter 9.6 (Affordable Housing Program) to the extent permissible by law.

(As added November 8, 2016.)

Section 1704. Additional exemption protections.

Homelessness is of great importance to the residents of the City of Mountain View. In addition to the Rental Units exempted in Subsection 1703(a) of this Article, the following Rental Units are also Fully Exempt from this Article:

- Single-Family Homes and Condominiums: Single-family homes, condominiums, and other Rental Units specified in Civil Code § 1945.5(a)(2)(A).
- Companion Units: A Rental Unit that is permitted and in compliance with Mountain View City Code Chapter 9.6 Article IV, Division 10.
- Displaced: Rental Units in a single structure with fewer than three dwelling units being used as residential housing, as defined in Mountain View City Code Section 16.03.11.

(As added November 8, 2016.)

Section 1705. Just cause for eviction protections.

- No Landlord shall take action to terminate any tenancy, including but not limited to making a demand for performance of a Rental Unit, threatening to terminate a tenancy orally or in writing, serving any notice to quit or any 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 is 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 the Rental Housing Agreement: The Tenant has violated the Rental Housing Agreement, except the obligation to surrender possession or 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.
  - (3) Nonwithstanding any other provision in this Section, a Landlord shall not take any action to terminate a tenancy based on a Tenant's address of the Rental Unit if the following requirements are met:
    - (A) The Tenant continues to reside in the Rental Unit as its, her, or their primary residence;
    - (B) The Landlord replaces one or more departed Tenants under the Rental Housing Agreement on an one-for-one basis; and
    - (C) The Landlord has unreasonably withheld the right to sublease following written request by 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 19206 of the Uniform Housing Code as incorporated by Health & Safety Code Section 19202.
  - (4) Pregnant or Childless: Notwithstanding any other 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 a spouse or domestic partner (as defined in California Family Code Section 201) 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 19206 of the Uniform Housing Code as incorporated by California Health & Safety Code 19202. The Committee may promulgate regulations that further protect families and promote stability for school-aged children.
  - (5) Assistance: The Tenant has continued, after the Landlord has served the Tenant with a Written Notice to Cease, to continue or expressly permit a nuisance in the Rental Unit.
  - (6) Criminal Activity: The Tenant has continued, after the Landlord has served the Tenant with a Written Notice to Cease, to be actively involved in the commission of a crime, 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.
  - (7) Action 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 a reasonable access to the Rental Unit as required by state or local law.
  - (8) Necessary and Substantial Repairs: Requiring Temporary Vacancy: The Landlord, after having obtained all necessary permits to 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 Units into compliance with applicable codes and laws affecting the health and safety of tenants of the building, provided that:
    - (A) The tenant acknowledges that the Requesting Vacancy 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 five (5) days of 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 Rental Unit temporarily vacated the Rental Unit.
    - (C) 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 1705(b) herein.
  - (9) In the event the Landlord elects a Partially Exempt Rental Unit to be vacated for repairs, the Tenant shall be entitled to the same Rent as the Tenant would be entitled to pay for the same unit 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.
- Owner Move-In:** The Landlord seeks, or the Landlord has, to occupy the Rental Unit in good faith for use and occupancy as a Primary Residence by the Tenant, or the Landlord's spouse, domestic partner, children, parent, or grandchild.
- 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.
- No action may take place under this Subsection if the same Landlord or enumerated relative already occupies a unit in 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 Mountain View is necessary to accommodate the person's disability.
- Any notice terminating tenancy pursuant to this Subsection that contains the name, address and responsibility in the Landlord of the person intended to occupy the Rental Unit.
- The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within sixty (60) days after the Tenant vacates and to occupy the Rental Unit as a Primary Residence for at least thirty (30) consecutive months. The Committee may adopt regulations governing the determination of good faith.
- 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, the Landlord shall:
  - (1) Offer the Rental Unit to the Tenant vacated at the same Rent if the Tenant vacated; and
  - (2) Pay up to three months' reasonable expenses incurred in moving out of the Rental Unit.
- A Landlord may not evict a Tenant pursuant to this Subsection if the Tenant (1) has resided in the Rental Unit for at least two (2) years, and is either at least sixty (60) 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.
- Withdrawal of the Unit Permanently from Rental Market:** The Landlord seeks in good faith to recover possession to withdraw all Rental Units of its own Property from the rental market. The Landlord first must have the requisite documents to withdraw Rental Units from rent or leave under Government Code Section 7060, and, upon regulations passed by the Committee, 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 of Tenants are defined as senior or Disabled under Government Code Section 17053.3. Notice may be withdrawn by registration of a state law from the federal time.
- Abandonment:** 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 permanently from rental housing use through abandonment.
- Relocation Assistance:**
  - (1) A Landlord seeking to recover possession under Subsections (a)(5) herein shall provide Relocation Assistance to affected Tenant households. The Relocation Assistance required herein shall be a minimum amount. The City Council may increase the dollar amounts of Relocation Assistance pursuant to its powers under law. The Landlord shall notify the affected Tenants of their rights under this Subsection, if any, at the time of service of the notice to quit.
  - (2) The Committee shall issue rules and regulations to effectuate this Subsection including but not limited to rules and regulations for 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.
  - (3) The Committee shall issue rules and regulations to effectuate this Subsection including but not limited to rules and regulations for 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.
- First Right of Return:** Any Tenants whose tenancy is terminated based on a vacant enumerated in Subsections (a)(5)-(9) herein shall have the first right of return to the Rental Unit if the 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 Subsections (a)(5)-(9) herein.
- Relocation to a Rental:** 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, for forming or participating in a Recognized Tenant Organization.
- Notice to Vacate:** Any notice terminating tenancy or any of the basis specified in this Section must state with specificity the basis on which the Landlord seeks to terminate the tenancy.
- Landlord Compliance with this Article:** In any action brought to recover possession of a Rental Unit, the Landlord shall allege compliance with this Article.
- Filing Termination Notices with Committee:** The Landlord shall file with the Committee a copy of any notice terminating tenancy within three (3) days after serving the notice on the Tenant.
- 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 Committee pursuant to Subsection (a) herein, is a complete affirmative defense to an unlawful detainer or other action brought by the Landlord to recover possession of the Rental Unit.

(As added November 8, 2016.)

Section 1706. Stabilization of rents.

- 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.
- Rent Increase Regulated:** No Landlord shall increase Rent for a covered Rental Unit except as authorized by this Article. Rent increases shall not exceed the amount of the Section 1702(a) (Annual General Adjustment) and Section 1703(a) (Partial for Upward Adjustment—Fair Rate of Return). A Landlord may set the initial Rent for a new tenancy pursuant to Section 1702(a) (Initial Rents for New Tenancies).
- Seniorly Dependent Occupancy:** Tenancy that No Landlord shall increase a security or other deposit originally received from a Tenant as a condition of occupancy of a Rental Unit.

(As added November 8, 2016.)

Section 1707. Rent increases pursuant to annual general adjustment.

- Annual General Adjustment:** No later than June 30th each year, the Committee 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.
- 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-Galveston-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.**
- Subparagraph 1 of this Subsection notwithstanding, in the event that the Annual General Adjustment has less than one percent (2%) or more than five percent (5%):**
  - (1) Pursuant to Subsection (a) herein, the Committee's first determination of the 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.
- One Rent Increase Per Year:** No more than one Rent increase per twelve-month period may be imposed on a Tenant.
- 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.
- Waiver of Unimplemented Annual General Adjustment:** A Landlord who refuses from imposing a Rent increase or any portion thereof and imposes an amount of Rent increase or any portion thereof and imposes unimplemented Rent increases shall not carry over to a subsequent 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 10% limitation in Subsection (a) herein. The Committee may issue rules and regulations that modify, restrict, or prohibit the ability of Landlords to implement a finding that the finding of Annual General Adjustments causes undue hardship to Tenants, provided that Landlords retain their right to raise rents.
- 10% Annual Rent Increase Limit:** The overall Rent increase in any twelve-month period shall not exceed ten percent (10%) of the Rent actually charged to the Tenant. Notwithstanding the foregoing, the overall Rent increase in any twelve-month period may exceed ten percent (10%) of the Rent actually charged to the Tenant only if the Rent increase is pursuant to a decision of a Hearing Officer or the Committee as a result of a Landlord Petition pursuant to Section 1722(a) of this Article.
- Consentors under which Rent increase has been effective:**
  - (1) Has failed to substantially comply with all provisions of this Article and its rules and regulations promulgated by the Committee; 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 17030.3 and 17030.11; or
  - (3) Has failed to make repairs ordered by a Hearing Officer, the Committee, or the City.

(As added November 8, 2016.)

[A6 added November 8, 2016.]

Section 1712. - Judicial review.

[AS ORDERED NOVEMBER 4, 2016.]

[AG added November 8, 2016.]

[As added November 8, 2016.]

[As added November 8, 2016.]

[As added November 8, 2016.]

(As added November 8, 2016.)

[As added November 8, 2016.]

[46s added November 25, 2016.]

CHRONOLOGICAL LIST OF CHARTER AMENDMENTS			
ELECTION DATE	SEC.	SUBJECT	RESOLUTION NO. & DATE
Jan. 15, 1952		City Charter adopted	
Apr. 12, 1960	504:	Election to fill unexpired Council terms	4123 (4/25/60)
	522:	Publication of Emergency Ordinances	
	701:	Appointments/Removal of Council-appointed employees	
	714:	Transfer Parks/Playground Care to Parks & Recreation Department	
	907:	Equate Personnel Commission with other Commissions	
	911:	Librarian appointments under City Manager jurisdiction	
	1110:	Provide for written/verified claims against City	
Nov. 6, 1962	1382:	Election Procedure: Provide canvassing board	5539 (1/28/63)

Apr. 14, 1964	509:	Enact two-term limit	6794 (4/21/64)
	712:	Repeated	
	1590:	City Court and City Judge	
Apr. 9, 1968	563:	Increase Council/Mayor Compensation to \$250/\$312.50 per month	7891 (4/16/68)
Nov. 5, 1968	509:	Repeated two-term limit	8144 (11/13/68)
Nov. 3, 1970	906:	Expand scope of the Environmental Planning Commission	8844 (11/29/70)
	1108:	Bond Debt Limit	
Apr. 9, 1974	501:	Council nominees eligibility	10039 (4/16/74)
	1003:	Prohibit political activities for City employees	
	1107:	Raise contract bidding limit to \$5,000	
	1603:	Charter construction; Councilman to include Councilwoman	
Mar. 4, 1975	509:	Two-term limit enacted	10424 (3/31/75)
June 3, 1980	501:	Registration Requirement for Council nominees	13131 (6/30/80)
	708, 707, 713:		
	714, 715, 716:	Eliminate enumeration of department head and duties; retain City Auditor	
	907, 908, 1002:	Eliminate Personnel Commission	
	1107:	Raise contract bidding minimum to \$15,000	
	402, 500, 501, 502, 503, 504, 505, 514, 600, 601, 602, 603, 604, 606, 607, 703, 704, 705, 706, 709, 710, 711, 905, 1003, 1103, 1107, 1200, 1603:	Deleting all reference to gender	
Nov. 6, 1984	503, 504:	Council compensation; filling Council vacancies	14098 (11/6/85)
Nov. 2, 1993	505, 520, 600:		
	1110, 1300:	Councilmember term of office, appointment; violation of ordinances, penalty; actions against city; general municipal elections	15608 (1/27/93)
Nov. 3, 1998	501, 505, 513, 520, 706, 710, 711, 903, 905, 1001, 1107, 1203, 1204:		
	1604:	Eligibility for council; election powers and duties of mayor; designation of vice mayor; council action; violation of ordinances, penalty; financial interest in city contracts prohibited; powers and duties of city auditor; powers and duties of city attorney; continuation of existing boards, boards and committees; compensation and vacancies; unclassified and classified service; contracts for public work; granting of franchise, term, term of franchise, violations	16251 (6/30/98)
Nov. 4, 2014	503	Council compensation	
Nov. 8, 2016	1700—1719	Promotion of neighborhood and community stability, healthy housing, and affordability for renters 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	18088-2016 (8/9/2016)
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