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NOT TO BE PUBLISHED IN THE OFFICIAL REPORTS

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

SECOND APPELLATE DISTRICT

DIVISION SEVEN

1991 INVESTMENT CO. LLC, Plaintiff and Appellant, v. CITY OF WEST HOLLYWOOD et al., Defendants and Respondents; BRIAN PALMER, Real Party in Interest and Respondent.	B261420 (Los Angeles County Super. Ct. No. SS024269)

APPEAL from a judgment of the Superior Court of Los Angeles County, Richard A. Stone, Judge. Affirmed.

Cole & Loeterman and Dana M. Cole for Plaintiff and Appellant.

Jenkins & Hogin, Michael Jenkins and Trevor L. Ruskin for Defendants and Respondents.

No appearance for Real Party in Interest and Respondent.

INTRODUCTION

This appeal began as a dispute between a landlord and a tenant over a $5 fee. Once the dispute entered the administrative arena, it grew to $9,932.87. After an administrative appeal and mandate proceedings in the superior court, the dispute is now here.

The tenant is Brian Palmer, who disputed a $5 pass-through charge on his notice of rent increase. The landlord is 1991 Investment Co. LLC, which did not correctly remove the $5 charge. In response, Palmer applied to the City of West Hollywood Rent Stabilization and Housing Division to decrease his rent. A hearing examiner determined that 1991 Investment and the prior owner had failed to re-register the unit so that the city would have notice of the change in tenancy when Palmer became a tenant, as required by the city's rent stabilization ordinance. The hearing examiner therefore disallowed all rent increases during Palmer's tenancy and awarded Palmer $9,932.87 in excess rent collected within the three-year limitations period. The city's Rent Stabilization Commission affirmed the hearing examiner's decision.

1991 Investment filed a petition for writ of mandate challenging the award of excess rent. 1991 Investment also alleged that the city and the commission breached a mandatory duty to adopt rules and regulations implementing provisions of the Petris Act, Civil Code sections 1947.7 and 1947.8. 1991 Investment appeals from a judgment denying the petition.

1991 Investment argues that the award of excess rent is invalid because the city and the commission failed to provide notice and an opportunity to correct the registration deficiency before issuing the excess rent award. 1991 Investment also contends that the city's rent stabilization ordinance does not allow the city to hold a current owner liable for the acts or omissions of a prior owner. Finally, 1991 Investment argues that the city and the commission failed to comply with their ministerial duty of issuing a certificate of permissible rent levels pursuant to Civil Code section 1947.8, subdivision (c), upon request.

We conclude that 1991 Investment was not entitled to notice and an opportunity to correct the registration deficiency before the city imposed an award of excess rent because the award was restitutionary, not a penalty. We also conclude the rent stabilization ordinance authorizes an excess rent award in these circumstances. Finally, we conclude that 1991 Investment was not entitled to a certificate of permissible rent levels because 1991 Investment never filed the required paperwork or paid the required fee. Therefore, we affirm.

FACTUAL AND PROCEDURAL BACKGROUND

A. *Palmer Disputes His Rent Increase*

1991 Investment owns a 41-unit apartment building in the City of West Hollywood. Daniel Dromy is 1991 Investment's authorized agent. Palmer has been a tenant in the same unit in the building since June 1997. Palmer's initial monthly rent was $950. 1991 Investment purchased the building in 2002 and raised Palmer's rent periodically.

On August 6, 2013 Palmer sent a letter to 1991 Investment stating that the rent increase notices 1991 Investment had served in 2012 and 2013 were invalid. Palmer stated in his letter that 1991 Investment had improperly failed to deduct a $5 pass-through fee before calculating the rent increase effective on September 1, 2012, which improperly added an additional $5 in rent. Palmer stated that 1991 Investment later acknowledged the errors and on September 15, 2012 delivered a revised rent increase notice purporting to increase the rent retroactively as of September 1, 2012. Palmer said he had complained to 1991 Investment repeatedly, and each time had received a similar corrected notice, all of them retroactive to September 1, 2012. Palmer stated that 1991 Investment had returned his December 2012 rent check and had served a three-day notice to pay rent or quit, which prompted Palmer to call the city's rent stabilization office. Palmer stated that, by sending a copy of his letter to the City of West

Hollywood's Rent Stabilization and Housing Office, he was asking for a hearing "to determine the correct amount of rent [he] should be paying at this time."

Palmer also stated in his August 6, 2013 letter that he had received notice of another rent increase effective on September 1, 2013, which he asserted was improper because it would have resulted in two increases within a 12-month period. Palmer further claimed that, because his landlord had never registered his tenancy with the city, all of his prior rent increases were illegal. Palmer asserted that he was entitled to $10,374 in excess rent wrongfully collected.

B. *Palmer Successfully Applies for a Rent Decrease*

On September 12, 2013 Palmer applied for a rent decrease with the city's rent stabilization office. He claimed that the 2012 rent increase was illegal, and he requested a determination of the correct rent amount and an investigation of the "rent overcharge." On October 1, 2013 the city notified 1991 Investment that the city had no record of Palmer's tenancy and that an owner had to re-register the unit for each new tenancy. The city's re-registration form required the signatures of both the landlord and the tenant.

On November 21, 2013 a hearing examiner conducted a hearing on Palmer's application. Dromy stated that 1991 Investment had recently attempted to contact Palmer to obtain his signature on the re-registration form, but had not obtained Palmer's signature. On the day of the hearing 1991 Investment obtained Palmer's signature and filed a re-registration form with the city.

On December 17, 2013 the hearing examiner issued a written decision, finding that all rent increases after the initial rent of $950 were illegal because there was no re-registration of the unit after Palmer became a tenant. The hearing examiner found that the maximum allowable rent would remain at $950 "[u]ntil the landlord comes into compliance." The hearing examiner stated: "Without a re-registration form on file, neither the previous, nor current landlord were [*sic*] entitled to impose any annual general adjustments to the rent, and the difference between the amount that the landlords actually collected and are entitled to collect is an illegal rent overcharge. The landlord must repay

the illegal rent overcharges not barred by the statute of limitations before it is entitled to impose any of the previous, current or future rent increases. Once the landlord is in compliance with the [rent stabilization ordinance], including repayment of the illegal rent overcharges, it will then be entitled to those annual general adjustments that were denied as a result of non-compliance." (Fns. omitted.) The hearing officer calculated that the total amount of excess rent collected for the three-year period preceding the filing of Palmer's rent decrease application was $9,932.87, and awarded Palmer that amount.

C. *1991 Investment Unsuccessfully Appeals to the Rent Stabilization Commission*

1991 Investment appealed the hearing examiner's decision to the city's Rent Stabilization Commission. 1991 Investment argued that the prior owner had no duty to re-register the unit after Palmer became a tenant because there was no rent increase, and that the excess rent award violated Civil Code section 1947.7 because the award was a penalty or sanction and the city had failed to give notice and an opportunity to comply with the re-registration requirement before imposing the penalty or sanction. 1991 Investment also argued that "the City and/or the Commission has not 'proceeded in the manner required by law' because it has not adopted any rent re-certification procedures as required by Civil Code § 1947.8(c)."

Dromy stated in his supporting declaration that after receiving Palmer's August 6, 2013 letter, "I sought certification of lawful rent levels to establish the current lawful rent and so that I could properly register the Subject Unit. The only option I was given was the Public Records Request attached to this Declaration . . . ." On August 30, 2013 Dromy filed a public records request seeking all documents relating to Palmer's tenancy and to prior tenants in the same unit. Dromy received documents showing re-registrations of the unit in May and December 1996 and the city's notices of rent adjustments following vacancies, dated July 3, 1996 and December 27, 1996.

On February 27, 2014 the commission affirmed the hearing examiner's decision. The commission concluded that a landlord must re-register a unit whenever there is

vacancy followed by a new tenant, even if there is no increase in rent, and that Palmer was not entitled to notice and an opportunity to correct the deficiency under Civil Code section 1947.7 because the excess rent award was not a penalty or sanction and because 1991 Investment had not substantially complied with the re-registration requirements. The commission found that there was no evidence 1991 Investment had made any attempt to file a re-registration form until the day of the hearing, and that, as of the day of the hearing, 1991 Investment had not returned the excess rent to Palmer. Regarding Civil Code section 1947.8 the commission stated that 1991 Investment appeared to be challenging the hearing examiner's decision based on the absence of a rent certification. Citing Civil Code section 1947.8, subdivision (e), the commission stated the absence of a rent certification could not justify the reversal of the hearing examiner's decision. The commission also stated: "Moreover, the owner seems to be arguing that he is having trouble calculating the correct rent once the AGA's are prospectively applied. The Rent Stabilization staff is available to assist Mr. Dromy with this calculation and can assist if a stipulation is necessary between the parties as to this amount. But that is a future concern and is not relevant to the correctness of the hearing examiner's decision, which is the only basis on which the Commission can rule."

D. *1991 Investment Unsuccessfully Petitions for a Writ of Mandate*

On March 27, 2014 1991 Investment filed a petition for writ of mandate seeking a traditional mandate directing the city to adopt ordinances, rules, and regulations implementing Civil Code sections 1947.7 and 1947.8, subdivision (c), and an administrative mandate directing the city to vacate its rent overcharge award. In its first cause of action for traditional mandamus, 1991 Investment alleged that it had a right under Civil Code section 1947.7 to notice and an opportunity to substantially comply with the city's rent stabilization ordinance before the city could impose a penalty or other sanction. 1991 Investment alleged that the city and the commission had violated section 1947.7 in awarding Palmer $9,932.87 in excess rent, and violated Civil Code section 1947.8, subdivision (c), by not providing, upon 1991 Investment's request, a

certification of the lawful rent level for Palmer's unit. 1991 Investment asked the court to direct the city and the commission to adopt ordinances, rules, and regulations implementing Civil Code sections 1947.7 and 1947.8, subdivision (c).

In its second cause of action for administrative mandamus, 1991 Investment alleged that the excess rent award was invalid because the commission had imposed a penalty or sanction without giving 1991 Investment prior notice and an opportunity to comply with the re-registration requirement. 1991 Investment also alleged that requiring signatures on the re-registration form from both the landlord and the tenant, while holding only the landlord liable for failing to re-register the unit, was arbitrary and capricious. 1991 Investment asked the court to direct the commission to set aside its decision on Palmer's rent decrease application "and correct its public records to reflect rent adjustments mandated by the Costa-Hawkins Rental Housing Act and the West Hollywood Rent Stabilization Ordinance and Regulations without the disallowance of any annual general rent adjustments."

After briefing by the parties, the trial court denied the petition. On December 9, 2014 the court entered a judgment denying the petition for writ of mandate. 1991 Investment filed a timely appeal from the judgment.

DISCUSSION

A. *The City's Re-registration Requirement*

The city's rent stabilization ordinance (West Hollywood Mun. Code, § 17.04.010 et seq.) regulates rents in residential units in the city by providing for a maximum allowable rent for each rental unit and allowing an annual general adjustment. (*Id.*, §§ 17.32.010, 17.36.030.) A landlord must register each rental unit. (*Id.*, § 17.28.010, subd. (a)(1).) If a unit becomes vacant and the landlord rents the unit to another tenant, the landlord must re-register the unit within 30 days using a form provided by the city. (*Id.*, §§ 17.28.010, subd. (b), 17.28.020, subd. (b).) If the landlord does not re-register the unit as required, the landlord may not impose an annual general adjustment. (*Id.*,

§ 17.28.040, subd. (a).) If the landlord collects rent in excess of the maximum allowable rent as a result of imposing an annual general adjustment to which the landlord was not entitled, the excess is an illegal rent overcharge. (*Ibid.*)

After re-registering a unit, "[a] landlord may prospectively apply any annual general adjustment denied as the result of non-compliance with registration or re-registration requirements if the landlord: [¶] (1) Fully complies with the registration and reregistration requirements; [¶] (2) Pays to the city any unpaid registration fees and penalties that are not barred by the statute of limitations; and [¶] (3) Pays any affected tenant the difference between the lawful rent and the illegally overcharged rent that the landlord collected during the period of non-compliance, except that no tenant may recover overcharges collected more than three years before the filing date of a re-registration form or a rent adjustment application by the tenant to recover the overcharges, whichever is earlier." (West Hollywood Mun. Code, § 17.28.040, subd. (b).)

B. *The Petris Act, Civil Code Sections 1947.7, 1947.8*

"In 1986, the California Legislature adopted Civil Code sections 1947.7 and 1947.8, authored by Senator Nicholas Petris. (1986 Stats., ch. 1199 . . . ; the Petris Act)." (*Sego v. Santa Monica Rent Control Bd.* (1997) 57 Cal.App.4th 250, 256 (*Sego*).) "'The purpose of the Act is to exempt landlords who attempt good faith compliance with a rent control law from fines and penalties.'" (*People v. Beaumont Inv., Ltd.* (2003) 111 Cal.App.4th 102, 122.)

Civil Code section 1947.7, subdivision (b), provides: "An owner of a residential rental unit who is in substantial compliance with an ordinance or charter that controls or establishes a system of controls on the price at which residential rental units may be offered for rent or lease and which requires the registration of rents, or any regulation adopted pursuant thereto, shall not be assessed a penalty or any other sanction for noncompliance with the ordinance, charter, or regulation. [¶] Restitution to the tenant or recovery of the registration or filing fees due to the local agency shall be the exclusive

remedies which may be imposed against an owner of a residential rental unit who is in substantial compliance with the ordinance, charter, or regulation. [¶] 'Substantial compliance,' as used in this subdivision, means that the owner of a residential rental unit has made a good faith attempt to comply with the ordinance, charter, or regulation sufficient to reasonably carry out the intent and purpose of the ordinance, charter, or regulation, but is not in full compliance, and has, after receiving notice of a deficiency from the local agency, cured the defect in a timely manner, as reasonably determined by the local agency. [¶] 'Local agency,' as used in this subdivision, means the public entity responsible for the implementation of the ordinance, charter, or regulation."

Civil Code section 1947.7, subdivision (e), provides: "For purposes of this subdivision, an owner shall be deemed in compliance with the ordinance, charter, or regulation if he or she is in substantial compliance with the applicable local rental registration requirements and applicable local and state housing code provisions, has paid all fees and penalties owed to the local agency which have not otherwise been barred by the applicable statute of limitations, and has satisfied all claims for refunds of rental overcharges brought by tenants or by the local rent control board on behalf of tenants of the affected unit."

Civil Code section 1947.8 requires the local agency to provide a certificate of permissible rent levels if either the landlord or the tenant requests a certificate. Subdivision (a) provides that a rent stabilization ordinance "shall provide for the establishment and certification of permissible rent levels for the registered rental units . . . ." Subdivision (b) provides for the initial certification of permissible rent levels for registered units. Subdivision (c) provides that: "After the establishment and certification of permissible rent levels under subdivision (b), the local agency shall, upon the request of the landlord or the tenant, provide the landlord and the tenant with a certificate of the permissible rent levels of the rental unit. The certificate shall be issued within five business days from the date of request by the landlord or the tenant. The permissible rent levels reflected in the certificate shall, in the absence of intentional misrepresentation or fraud, be binding and conclusive upon the local agency unless the determination of the

permissible rent levels is being appealed." Subdivision (e) states: "The absence of a certification of permissible rent levels shall not impair, restrict, abridge, or otherwise interfere with either of the following: [¶] (1) A judicial or administrative hearing. [¶] (2) Any matter in connection with a conveyance of an interest in property."

C. *Administrative and Traditional Mandamus*

Administrative mandamus is governed by Code of Civil Procedure section 1094.5. (*Ogundare v. Department of Industrial Relations* (2013) 214 Cal.App.4th 822, 827.) "Code of Civil Procedure section 1094.5 governs judicial review of a final decision by an administrative agency if the law required a hearing, the taking of evidence, and the discretionary determination of facts by the agency. (*Id.* subd. (a).) The petitioner must show that the agency acted without or in excess of jurisdiction, failed to afford a fair trial, or prejudicially abused its discretion. (*Id.* subd. (b).) An abuse of discretion is shown if the agency failed to proceed in the manner required by law, the decision is not supported by the findings, or the findings are not supported by the evidence. (*Ibid.*)" (*Schafer v. City of Los Angeles* (2015) 237 Cal.App.4th 1250, 1260.)

"On appeal, we do not 'undertak[e] a review of the trial court's findings or conclusions. Instead, "we review the matter without reference to the trial court's actions. In mandamus actions, the trial court and appellate court perform the same function. . . ."'" (*Jefferson Street Ventures, LLC v. City of Indio* (2015) 236 Cal.App.4th 1175, 1197.) We independently determine whether the administrative agency failed to proceed in the manner required by law. (*Pedro v. City of Los Angeles* (2014) 229 Cal.App.4th 87, 99.)

Traditional mandamus is governed by Code of Civil Procedure section 1085. (*Kern, Inyo & Mono Counties Plumbing, etc. v. California Apprenticeship Council* (2013) 220 Cal.App.4th 1350, 1357.) "Code of Civil Procedure section 1085, providing for writs of mandate, is available to compel public agencies to perform acts required by law. [Citation.] To obtain relief, a petitioner must demonstrate (1) no 'plain, speedy, and adequate' alternative remedy exists (Code Civ. Proc., § 1086); (2) '"a clear, present, . . .

ministerial duty on the part of the respondent"'; and (3) a correlative '"clear, present, and beneficial right in the petitioner to the performance of that duty."' [Citations.] A ministerial duty is an obligation to perform a specific act in a manner prescribed by law whenever a given state of facts exists, without regard to any personal judgment as to the propriety of the act." (*People v. Picklesimer* (2010) 48 Cal.4th 330, 339-340.) The existence of a ministerial duty is a question of law we review de novo where, as here, the answer turns on the application of a statute to undisputed facts. (*California Assn. of Professional Scientists v. Department of Finance* (2011) 195 Cal.App.4th 1228, 1236.)

D. *The City Did Not Violate Civil Code Section 1947.7 in Awarding Excess Rent*

1991 Investment argues that, because the excess rent award was a penalty, it was entitled to notice and an opportunity to correct the registration deficiency before the city made an award to Palmer of excess rent. Citing the definition of "substantial compliance" in Civil Code section 1947.7, subdivision (b), 1991 Investment argues that a local agency must provide notice and an opportunity to cure a deficiency before it can determine whether the landlord "has, after receiving notice of a deficiency from the local agency, cured the defect in a timely manner." (*Ibid.*) Whether the award was a penalty or other sanction within the meaning of the statute is a question of statutory interpretation.

"'"As in any case involving statutory interpretation, our fundamental task here is to determine the Legislature's intent so as to effectuate the law's purpose." [Citation.] "We begin with the plain language of the statute, affording the words of the provision their ordinary and usual meaning and viewing them in their statutory context, because the language employed in the Legislature's enactment generally is the most reliable indicator of legislative intent." [Citations.] The plain meaning controls if there is no ambiguity in the statutory language. [Citation.] If, however, "the statutory language may reasonably be given more than one interpretation, '"courts may consider various extrinsic aids, including the purpose of the statute, the evils to be remedied, the legislative history,

public policy, and the statutory scheme encompassing the statute.'"""""" (*Fluor Corp. v. Superior Court* (2015) 61 Cal.4th 1175, 1198.) "Although the interpretation of a statute's legal meaning and effect are 'questions lying within the constitutional domain of the courts' [citation], we generally defer to an agency's interpretation where the agency 'possess[es] special familiarity with satellite legal and regulatory issues.'" (*Dunn v. County of Santa Barbara* (2006) 135 Cal.App.4th 1281, 1289; accord, *Village Trailer Park, Inc. v. Santa Monica Rent Control Bd.* (2002) 101 Cal.App.4th 1133, 1142.)

Civil Code section 1947.7, subdivision (b), provides that an owner who is in substantial compliance with a rent stabilization ordinance "shall not be assessed a penalty or any other sanction for noncompliance with the ordinance, charter, or regulation." The statute, however, does not prohibit restitution: "Restitution to the tenant or recovery of the registration or filing fees due to the local agency shall be the exclusive remedies which may be imposed against an owner of a residential rental unit who is in substantial compliance with the ordinance, charter, or regulation." Thus, if the owner is in substantial compliance with the ordinance, Civil Code section 1947.7, subdivision (b), authorizes restitution but prohibits a penalty or other sanction in those circumstances.

The statute does not define the term "restitution." "Restitution" generally refers to the return of money or other property to the person from whom it was obtained, in order to avoid unjust enrichment. (See *Hartford Casualty Ins. Co. v. J.R. Marketing, L.L.C.* (2015) 61 Cal.4th 988, 998 (*Hartford*)[1]; *American Master Lease LLC v. Idanta Partners, Ltd.* (2014) 225 Cal.App.4th 1451, 1481-1482 (*American Master Lease*)[2].) "Restitution

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1 "An individual who has been unjustly enriched at the expense of another may be required to make restitution. [Citations.] Where the doctrine applies, the law implies a restitutionary obligation, even if no contract between the parties itself expresses or implies such a duty. . . . [¶] Restitution is not mandated merely because one person has realized a gain at another's expense. Rather, the obligation arises when the enrichment obtained lacks any adequate legal basis and thus 'cannot conscientiously be retained.'" (*Hartford, supra*, 61 Cal.4th at p. 998.)

2 "'An individual is required to make restitution if he or she is unjustly enriched at the expense of another. [Citations.] A person is enriched if the person receives a benefit

is not a punitive remedy. The word 'restitution' means the return of money or other property obtained through an improper means to the person from whom the property was taken. [Citations.] 'The object of restitution is to restore the status quo by *returning to the plaintiff* funds in which he or she has an ownership interest.'" (*Clark v. Superior Court* (2010) 50 Cal.4th 605, 614.) Where "'the defendant's benefit and the plaintiff's loss are the same . . . restitution requires the defendant to restore the plaintiff to his or her original position.'" (*American Master Lease*, at p. 1482.)

The hearing examiner determined that all of the rent increases during Palmer's tenancy were illegal because the landlord had failed to re-register the unit. The hearing examiner determined that the maximum allowable rent was the initial rent of $950, and awarded Palmer the total amount collected in excess of $950 over the three-year period before the filing of Palmer's rent decrease application. The award consisted only of money Palmer had paid to 1991 Investment as rent in excess of the maximum allowable rent, and returned to Palmer only the amount of rent 1991 Investment had illegally collected during the three-year period. The award was entirely restitutionary. It required 1991 Investment to restore Palmer to his original, pre-illegal rent collection position. Therefore, even if substantial evidence did not support the commission's finding that 1991 Investment did not substantially comply with the rent stabilization ordinance (which it does),[3] Civil Code section 1947.7 did not prohibit the award. (See *Sego*, *supra*, 57

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at another's expense. [Citation.] Benefit means any type of advantage. [Citations.] [¶] The fact that one person benefits another is not, by itself, sufficient to require restitution. The person receiving the benefit is required to make restitution only if the circumstances are such that, as between the two individuals, it is *unjust* for the person to retain it.'" (*American Master Lease*, *supra*, 225 Cal.App.4th at pp. 1481-1482.)

[3] 1991 Investment made no effort, until shortly before the hearing, to re-register the unit during the 11 years it owned the building, despite imposing periodic rent increases. 1991 Investment also did not refund any part of the excess rent to Palmer. (See Civ. Code, § 1947.7, subd. (e); *Colony Cove Properties, LLC v. City of Carson* (2013) 220 Cal.App.4th 840, 865 [substantial evidence standard applies to factual findings by a rent control board or agency].)

Cal.App.4th at p. 261 ["the issue of 'substantial compliance' only becomes relevant in determining whether or not a landlord may be assessed a penalty or sanction for noncompliance"].)

Richman v. Santa Monica Rent Control Bd. (1992) 7 Cal.App.4th 1457, cited by 1991 Investment, is not to the contrary. The court in that case, while noting that the rent control board had not assessed a penalty or sanction (and in fact had raised the maximum allowable rent the landlord could charge), stated: "Had the Board somehow allowed the tenant to recover for excess rent, then the Act might have come into play." (*Id.* at p. 1465; accord, *Sego*, *supra*, 57 Cal.App.4th at p. 262.) The court in *Richman*, however, did not hold or even state in dicta that allowing a tenant to recover excess rent was a penalty or sanction. (See *In re Chavez* (2003) 30 Cal.4th 643, 656 ["[a]s is well established, a case is authority only for a proposition actually considered and decided therein"]; *San Diego Gas & Electric Co. v. Superior Court* (1996) 13 Cal.4th 893, 943 ["[c]ases are not authority, of course, for issues not raised and resolved"]; *Picerne Construction Corp. v. Villas* (2016) 244 Cal.App.4th 1201, 1214-1215 ["[a] case is not authority for propositions not considered and decided"].)

E. *The City's Rent Stabilization Ordinance Authorized the Excess Rent Award*

1991 Investment argues the award of excess rent effectively holds 1991 Investment liable for the prior owner's failure to re-register the unit. 1991 Investment contends that the rent stabilization ordinance does not allow holding a landlord liable for the acts or omissions of a prior owner.

1991 Investment misreads the provisions of the ordinance.[4] After a change in tenancy, a landlord may impose a general rent adjustment only if the unit has been

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[4] "Courts interpret municipal ordinances in the same manner and pursuant to the same rules applicable to the interpretation of statutes." (*City of Monterey v. Carrnshimba* (2013) 215 Cal.App.4th 1068, 1087.)

re-registered. (West Hollywood Mun. Code, § 17.28.040, subd. (a).) If a landlord imposes a general rent adjustment for a unit that has not been re-registered after a change in tenancy, the difference between the authorized rent and the amount collected "is an illegal rent overcharge." (*Ibid.*) The ordinance does not state that an illegal rent overcharge occurs only if the current landlord owned the property at the time the re-registration was due (i.e., 30 days after the beginning of the new tenancy, pursuant to section 17.28.010, subdivision (b) of the West Hollywood Municipal Code). Instead, the ordinance provides that an illegal rent overcharge occurs if the landlord imposes a general rent adjustment without re-registering the unit, regardless of whether the current or a prior landlord owned the property at the time the re-registration was due. Whether the effect of the ordinance is to hold 1991 Investment liable for the prior owner's failure to re-register the unit or for its failure to re-register the unit before imposing a general rent adjustment, the rent stabilization ordinance provides that the rent collected in excess of the authorized rent "is an illegal rent overcharge" (West Hollywood Mun. Code, § 17.28.040, subd. (a)), which justifies an award of restitution.[5] The current owner may have a claim against the prior owner for not disclosing the failure to re-register, or for providing inaccurate estoppel certificates. But the current owner is still in violation of the ordinance.

F. *The City and the Commission Did Not Violate Civil Code Section 1947.8 by Failing To Provide a Certificate of Permissible Rent Levels*

1991 Investment contends the city and the commission had a ministerial duty to issue a certificate of permissible rent levels pursuant to Civil Code section 1947.8, subdivision (c), upon request, but failed to do so. 1991 Investment argues *Sego, supra*, 57 Cal.App.4th 250, "is directly on point in a substantially similar situation."

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[5] 1991 Investment does not argue section 17.28.040, subdivision (a), of the West Hollywood Municipal Code is unenforceable.

Civil Code section 1947.8, subdivision (c), requires the local agency to provide a certificate of permissible rent levels upon a request by either the landlord or the tenant. Section 60066 of the city's Rent Stabilization Regulations establishes a procedure for requesting such a certificate. Section 60066, subdivision (B), provides: "The [Rent Stabilization] Department shall issue the certificate to the landlord or tenant(s) within five (5) business days after the request is filed with the Department provided that: [¶] 1. The request was submitted in writing to the Department on a form prescribed by the Director; and [¶] 2. The request is accompanied by the payment in full of the applicable fee in the form of cash, money order, certified check or other form satisfactory to the Rent Stabilization Department."

1991 Investment does not argue that it submitted a written a request for a certificate of permissible rent levels and paid the certification fee at any time before the commission's decision, nor does 1991 Investment argue that the city failed to comply with any such written request. Because 1991 Investment did not request a certificate of permissible rent levels in the manner required by the applicable regulation or pay the required fee, the city and the commission had no duty to provide a certificate.

Sego, *supra*, 57 Cal.App.4th 250, on which 1991 Investment places principal reliance, is distinguishable. In *Sego*, the landlords' attorney sent a letter to the local agency asking the agency to provide a certificate of permissible rent levels pursuant to Civil Code section 1947.8, subdivision (c), in order to resolve an excess rent dispute pursuant to the local rent control law. The agency did not respond. (*Sego*, at p. 253.) The landlords petitioned for a writ of mandate, and the trial court denied the petition. (*Sego*, at pp. 253-254.) The Court of Appeal reversed, concluding that the landlords were entitled to the requested certificate. (*Id.* at pp. 252, 262.) The court in *Sego* concluded that the board's regulations governing requests to certify permissible rent levels did not comply with Civil Code section 1947.8, subdivision (c), because the regulations did not provide for an appeal, as required by statute, and improperly required landlords to declare under penalty of perjury that they were in compliance with the local rent control law in order to obtain a certificate. (*Sego*, at pp. 258, 261.) The court noted, in language quoted

by 1991 Investments: "The Board failed to respond to the landlords' requests, even when advised that a writ would be sought if necessary, and failed to inform them of the proper procedure to obtain this information, if that was the Board's position, or inform them of other remedies which might have been available to the landlords under the [local rent control law]." (*Id.* at p. 255.)

The factual similarity between this case and *Sego, supra*, 57 Cal.App.4th 250, is only superficial and does not compel the same result here. The landlord in *Sego* made a written request for a certificate, which the local agency ignored, and the agency's regulations governing the request for a certificate did not comply with Civil Code section 1947.8, subdivision (c). In contrast, 1991 Investment did not make a written request for a certificate, and 1991 Investment has not shown that the applicable regulations were deficient in any manner.

DISPOSITION

The judgment is affirmed. The city and the commission are to recover their costs on appeal.

SEGAL, J.

We concur:

PERLUSS, P.J.

ZELON, J.