

ACKNOWLEDGMENT OF CIRCULATORS

2017 MAR 20 PM 3:09

We, Levon Gabrielyan and John Bagdzhyan acknowledge that it is a misdemeanor under state law 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.

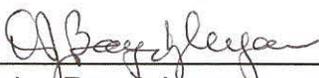
We certify that we will not knowingly or willfully allow the signatures for this initiative to be used for any purpose other than qualification of the measure for the ballot.

Date submitted _____ at Glendale California



Levon Gabrielyan
1300 E. California Ave. #212
Glendale, CA 91206

02-22-2017
Date



John Bagdzhyan
221 S. Jackson St., #5
Glendale, CA 91205

2/22/2017
Date

NOTICE OF INTENT TO CIRCULATE PETITION

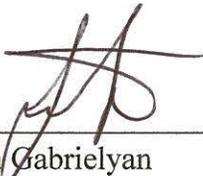
CITY CLERK
2017 MAR 20 PM 3:09

To the Clerk of the City of Glendale:

Notice is hereby given by the persons whose names appear hereon of their intention to circulate the attached petition within the City of Glendale for the purpose of passing a rent stabilization ordinance.

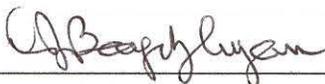
Pursuant to applicable provisions of law, we respectfully request that you immediately deliver this notice to the City Attorney and that he prepare a Title and Summary within the time prescribed by law and return it to us. All communications may be directed to us in the care of Levon Gabrielyan at his address below.

Date submitted _____ at Glendale, California.



Levon Gabrielyan
1300 E. California Ave. #212
Glendale, CA 91206

02.22.2017



John Baghzhyan
221 S. Jackson St. #5
Glendale, CA 91205

2/22/2017

Ordinance

THE PEOPLE OF THE CITY OF GLENDALE ORDAIN AS FOLLOWS:

The Glendale Rent Stabilization Ordinance **Chapter 1-13.**

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

Ordinance

THE PEOPLE OF THE CITY OF GLENDALE ORDAIN AS FOLLOWS:

The Glendale Rent Stabilization Ordinance

1. Title and Purpose.

This Ordinance shall be known as the Rent Stabilization Ordinance of the City of Glendale. The purpose of this Ordinance is to promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Glendale by controlling and stabilizing 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.

2. Findings.

The People of Glendale find and declare as follows:

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

(b) Tenants who play by the rules should not have to worry constantly about losing their home for no reason. Common-sense protections against unfair evictions are needed in the City to protect long-time and low-income residents from landlords that try to game the system to take advantage of all-time high rents.

(c) Due to the rapid increases in rent within the City of Glendale, residents with low, moderate and middle incomes are paying a high proportion of their income on rent. This forces low, moderate and middle income tenants who are unable to keep up with the excessive rent increases to move beyond the city limits and our community becomes disbanded. In order to preserve the character of this beautiful City, we, the residents of the City of Glendale, California, petition the City to adopt an ordinance that stabilizes rent.

(d) We found that displacement is a danger in the City; that median household income in the City has decreased by 18% from 2000 to 2013, twice the rate of Los Angeles. The allowable annual increase amount is 2.2%. In accordance with Rules and Regulations Section 1.12, this amount is based on 60% of the percentage increase in the Consumer Price Index (CPI) for All Urban Consumers in Los Angeles, Glendale, for the 12-month period ending October 31, as posted in November 2016 by the Bureau of Labor Statistics.

(e) Given the increased housing cost burden and poverty faced by many Glendale residents, excessive rent increases threaten the public health, safety, and welfare of Glendale residents, including seniors, those on fixed incomes, those with very low, low, and moderate income levels, and those with other special needs, to the extent that such persons may be forced to choose between paying rent and providing food, clothing, and medical care for themselves and their families.

(f) According to RealFacts (August 20, 2015), the monthly rent and occupancy rates of market-rate units in apartment buildings units in the City have increased every year since 2008; the average asking rent of market-rate rental units has increased by 24.3% between 2012 and 2016.

(g) According to the U.S. Census Bureau, 2009-2013 American Community Survey, 15.6% of families live below the poverty level, and the number of persons living below the poverty level in the City has increased since 2006. According to the same survey, 54.9% of Glendale tenant households are "overpaying households," meaning the household pays 45%-50% or more of its income on housing costs. Nearly 70% or more of Glendale's residents are Tenants.

(h) Community Survey found that during the 2011-2013 period, large portions of the City were made up of low-income tenants; 47% of the total tenants are low-income, earn less than \$35,000 annually, and spend more than 30% of their income on housing and 40% of the total tenants are earn less than \$25,000 annually, and spend more than 40%-50% of their income on housing; and certain central and southern Glendale areas have more than 80% rental households.

(i) The problem of rent increases has reached a crisis level in August 2016, with examples of rents rising at rates more than ten (10) times that of inflation or average wage growth.

The Consumer Price Index (CPI) is a measure of the average change in prices over time of goods and services purchased by households. The Bureau of Labor Statistics publishes (CPI) 2.1%-2.2%. Accordance with Rules and Regulations Section 1.12, this amount is based on 60% of the percentage increase in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles for the 12-month period ending October 31, which was 3.6% as posted in November 2016 by the Bureau of Labor Statistics. To calculate the dollar amount of the 2.2% annual rent increase, multiply the tenant's base rent by .022. For example, if the tenant's base rent is \$1,500.00, the annual increase would be calculated as follows: $\$1,500 \times .022 = \33.00 . The tenant's new base rent would be \$1,533.00 ($\$1,500.00 + \$33.00 = \1533.00). If you own rental property in the City of Los Angeles, it may be subject to the city's Rent Stabilization Ordinance

(j) The City of Glendale currently does not restrict rental increases. Residents have been unfairly evicted so that landlords can take advantage of the housing shortage and raise rents. Tenants are provided little information regarding their rights in the case of eviction and how to get help if they believe their rights have been violated.

(k) In light of the numerous concerns noted herein, including, but not limited to, the current and immediate threat to the health, safety, and welfare of the City's residents and the adverse impacts that would result from a substantial decrease of affordable housing within the City, the People of Glendale determine that it is in the interest of immediately preserving the public health, safety and general welfare to adopt this Ordinance in order to put into place, among other things,

regulations to protect homeownership, just cause for eviction, rent stabilization, and while ensuring Landlords a reasonable return on their investment.

3. Definitions.

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

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

(1) any increase for capital improvement work or rehabilitation work, if the rent increase was approved by the Department on or after January 1, 1981, and the work was begun prior to June 1, 1982; or

(2) any increase for capital improvement work where the application for a rent increase is filed with the Department on or after October 1, 1989; or,

(3) any increase for smoke detectors installed on or after January 1, 1981; or

(4) any increase for rehabilitation work where the application for a rent increase is filed with the Department on or after January 1, 1999(b)

(5) any increase for houses built after 2013

(6) the maximum rent shall be the amount of rent last charged for the rental unit while it was exempt. Corresponding reduction in the amount of rent received.

(7) Rent may be increased once every 12 months by the allowable rent increase percentage. Effective July 1, 2016, the annual allowable rent increase is 3%. This increase may be added to the rent and security deposit. The landlord can add an additional 1% per utility paid by the landlord (gas and/or electricity).

If an additional tenant moves into a rental unit: Landlords can increase rent within 60 days of learning about the additional tenant. There is no increase for the first minor dependent child added to the existing rental unit.

A \$12.25 surcharge may be collected by the landlord only in the month of June as the tenant's portion of the Registration fee. Beginning in 2017, this fee will be eligible to be collected in the month of August.

A \$3.00 surcharge may be added to the rent for the installation and cost for a hard-wired smoke detector or a combination smoke/carbon monoxide detector.

(b) **Board:** The term "Board" refers to the Glendale Rent Board established by this Chapter.

(c) **Disabled:** The term “Disabled” shall have the same meaning as in Section 12955.3 of the Government Code.

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

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

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

(3) Rental Units which a government unit, agency or authority owns, operates, manages, or in which governmentally subsidized Tenants reside only if applicable federal or state law or administrative regulation specifically exempt such units from municipal rent control.

(4) Rental Units exempt from rent control pursuant to the Costa-Hawkins Rent Housing Act (California Civil Code §1954.52)

(5) Any permitted small, second housing unit built in compliance with the Small, Second Unit Ordinance of the City of Glendale (*Glendale Municipal Code*).

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

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

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

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

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

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

(2) the subject premises are listed with other public agencies, including Federal, State and local taxing authorities as their primary residence;

(3) Utilities are billed to and paid by the individual at the subject premises;

(4) Homeowner's tax exemption for the individual has not been filed for a different property;

(5) The occupant is not registered to vote at any other location;

(6) Ownership must be held in the name of the individual claiming Primary Residence and not held by a Limited Liability Corporation or other corporate structure;

(7) Other relevant factors illustrating Primary Residence.

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

(j) **Rent:** All periodic payments and all non monetary 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, as defined in this Section, concerning the use or occupancy of a Rental Unit and premises, including all payment and consideration demanded or paid for parking, utilities, pets, furniture, subletting and security deposits for damages and cleaning.

(k) **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.

(l) **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.

(m) **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.

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

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

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

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

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

4. Homeowner Protections.

(a) Homeownership is of great importance to the residents of the City of Glendale. The following protections for Homeowners shall be part of this ordinance:

(1) **Temporary Rentals Allowed:** A homeowner who is the Primary Resident of a single-family home may create a temporary tenancy. The temporary Tenant must be provided, in writing at the inception of the tenancy, the length of the tenancy and a statement that the tenancy may be terminated at the end of the temporary tenancy (pursuant to Section 11.100.050 (8) below) and relocation shall not be required.

(2) **Renting of a Room Unregulated:** The tenancy where the Tenant shares a bathroom or kitchen with the homeowner shall be exempt from this Chapter if the home is the Primary Residence of the homeowner.

5. Just Cause for Eviction Protections; Family Protections.

9.30.020 Definitions. (*Glendale Municipal Code*)

Unless the context otherwise requires, the terms defined in this chapter shall have the following meanings and govern the construction of this chapter.

“Eviction” means any action taken by the landlord to remove a tenant involuntarily from a rental unit and terminate the tenancy, whether pursuant to a notice to quit, or by judicial proceedings, or otherwise.

“Landlord” means any person, partnership, corporation, family trust or other business entity offering for rent or lease any residential property in this city.

“Rental complex” means one or more buildings used in whole or in part for residential purposes, located on a single lot, contiguous lots, or lots separated only by a street or alley.

“Rental unit” means a dwelling unit available for rent in the city of Glendale together with the land and appurtenant buildings thereto and all housing services, privileges and facilities provided in connection with the use or occupancy thereof, which unit is located in the structure or complex containing a multiple dwelling, boarding house or lodging house. The term “rental unit” shall not include the following: rooms or accommodations in hotels, boarding houses or lodging houses which are rented to transient guests for a period of less than sixty (60) days; housing accommodations in a hospital, convent, monastery, church, religious facility, extended care facility, asylum, non-profit home for the aged; dormitories owned and operated by an institution of higher education, or a high school or elementary school; rental units located on a parcel containing two or fewer dwelling units; rental units owned or operated by any government

agency or whose rent is subsidized by any government agency, including but not limited to Section 8 housing subsidies; rental units that require intake, case management or counseling as part of the occupation, and an occupancy agreement; or when the landlord complies with Section 9.30.032 of this chapter. (*Glendale Municipal Code*)

“Tenant” means a person entitled by a written or oral agreement or by sufferance to occupy a rental unit to the exclusion of others, and actually occupy said rental unit. (Ord. 5340 § 1, 2003; Ord. 5326, 2002)

(a) Rental Units exempt from rent control pursuant to the Costa-Hawkins Rent Housing Act (California Civil Code § 1954.52)

Notwithstanding California Civil Code Section 1946, a landlord may bring an action to recover possession of a rental unit as defined herein only upon one (1) of the following grounds:

- A. The tenant has failed to pay the rent to which the landlord is entitled.
- B. The tenant has violated a lawful obligation or covenant of the tenancy and has failed to cure such violation after having received written notice thereof from the landlord, other than a violation based on:
 1. The obligation to surrender possession upon proper notice; or
 2. The obligation to limit occupancy when the additional tenant who joins the occupants is a dependent child who joins the existing tenancy of a tenant of record or the sole additional adult tenant. The landlord has the right to approve or disapprove the prospective additional tenant, who is not a minor dependent child, provided that the approval is not unreasonably withheld.
- C. The tenant is permitting to exist a nuisance in, or is causing damage to, the rental unit, or the appurtenances thereof, or to the common areas of the rental complex, or creating an unreasonable interference with the comfort, safety or enjoyment of any other residents of the rental complex within a one thousand (1,000) foot radius extended from the boundary line of the rental complex.

The term “nuisance” as used herein includes, but is not limited to, any gang-related crime, any documented activity commonly associated with illegal drug dealing, including complaints of noise, steady traffic day and night to a particular unit, barricaded units, sighting of weapons, drug loitering as defined in California Health and Safety Code Section 11532, or other drug related circumstances brought to the attention of the landlord by other tenants, persons within the community, law enforcement agencies or prosecutorial agencies. For purposes of this subdivision, gang-related crime is any crime in which the perpetrator is a known member of a gang, or any crime motivated by gang membership in which the victim or intended victim of the crime is a known member of a gang.
- D. The tenant is using, or permitting a rental unit, the common areas of the rental unit or rental complex containing the rental unit, or an area within a one thousand (1,000) foot radius from the boundary line of the rental complex, to be used for any illegal purpose.

The term "illegal purpose" as used herein, includes, but is not limited to violations of the provisions of Divisions 10 through 10.7 of the California Health and Safety Code.\

E. A person in possession of the rental unit at the end of a lease term is a subtenant not approved by the landlord.

F. The tenant has refused the landlord reasonable access to the unit for the purposes of making repairs or improvements, or for any reasonable purpose as permitted or required by the lease or by law, or for the purpose of showing the rental unit to any prospective purchaser or mortgagee.

G. The landlord seeks in good faith to recover possession so as to:

1. Demolish the rental unit; or

2. Perform work on the building or buildings housing the rental unit or units; and:

a. Such work costs not less than the product of eight (8) times the amount of the monthly rent times the number of rental units upon which such work is performed. For purposes of this section, the monthly rent shall be the average of the preceding twelve (12) month period; and

b. The work necessitates the eviction of the tenant because such work will render the rentable unit uninhabitable for a period of not less than thirty (30) calendar days, except that if the landlord seeks to recover possession for the purposes of converting the rental unit into a condominium, cooperative or community apartment, the landlord must comply with the notice requirements of Government Code Section 66427.1.

H. The landlord seeks in good faith to recover possession of the rental unit for use and occupancy by:

1. A resident manager, provided that no alternative vacant unit is available for occupancy by a resident manager; except that where a building has an existing resident manager, the owner may only evict the existing resident manager in order to replace him or her with a new manager.

2. The landlord or the landlord's spouse, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, children, or parents provided the landlord is a natural person. However, a landlord may use this ground to recover possession for use and occupancy by the landlord, landlord's spouse, child, parent, in-laws or grandparents only once for that person in each rental complex of the landlord.

3. Tenants that require an occupancy agreement and intake, case management or counseling as part of the tenancy.

I. The landlord seeks in good faith to recover possession in order to remove the rental unit permanently from rental housing use pursuant to state law.

J. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a government agency's order to vacate, or any other order that necessitates the vacating of

the building, housing or rental unit as a result of a violation of this code or the Glendale building and safety code, or any other provision of law.

K. The landlord seeks in good faith to recover possession of the rental unit in order to comply with a contractual agreement relating to the qualifications of tenancy with a governmental entity, where the tenant is no longer qualified.

L. The tenant has continued to smoke— as defined in Section 8.52.030 of this code— in any one (1) or more of the following places, after the landlord's verbal or written warning to stop smoking:

1. In a rental unit that the landlord had designated as a non-smoking unit; or

2. In a common area, as defined in Section 8.52.030 of this code, where smoking is prohibited under Section 8.52.080 of this code. (Ord. 5628 § 25, 2008; Ord. 5383, 2004; Ord. 5340 § 2, 2003; Ord. 5326, 2002)

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

1. The Tenant continues to reside in the Rental Unit as his, her or their primary residence.

2. The sublease replaces one or more departed Tenants under the Rental Housing Agreement on a one-for-one basis.

3. The Landlord has unreasonably withheld the right to sublease following written request by the Tenant. If the Landlord fails to respond to the Tenant in writing within fourteen (14) days of receipt of the Tenant's written request, the Tenant's request shall be deemed approved by the Landlord. A Landlord's reasonable refusal of the Tenant's written request may not be based on the proposed additional occupant's lack of creditworthiness, if that person will not be legally obligated to pay some or all of the Rent to the Landlord. A Landlord's reasonable refusal of the Tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a Rental Unit exceed the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health & Safety Code Section 17922.

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

(4) **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, or cause substantial damage to the Rental Unit.

(5) **Failure to Give Access.** The Tenant has continued to refuse without good cause, after the Landlord has served the Tenant with a written notice, to grant the Landlord reasonable access to the Rental Unit for the purposes of showing the unit to prospective purchasers or mortgagees or making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof. This shall include inspections by the Glendale Residential Rental Inspection Program and any other inspections needed so that the landlord may comply with such laws. The Board shall promulgate regulations for the repair and improvement of Rental Units to ensure the least amount of disruption for the Tenant. Unless due to a documented emergency affecting a Tenant's health and/ or safety, all repair or improvement work will be scheduled in compliance with applicable Board regulations. To terminate a tenancy under this Subsection (a)(4), a Landlord must show that written notice was provided to the Tenant and all necessary repair or improvement work was scheduled in compliance with this Section and all applicable Board regulations. Landlords may not use lock boxes on occupied units.

(6) Temporarily Vacate in Order to Undertake Substantial Repairs.

(A) The Landlord, after having obtained all necessary permits from the City of Glendale, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of Tenants of the building or where necessary under an outstanding notice of code violations affecting the health and safety of Tenants of the building, and where such repairs cannot be completed while the Tenant resides on the premises.

(B) Where such repairs can be completed in a period of 60 or fewer days, and the Tenant, within 30 days after the service of a notice of termination of his or her tenancy, agrees in writing to vacate the premises during the period required to complete the repairs at no charge to the Landlord, other than abatement of the obligation to pay rent for the premises during the period required to complete the repairs, the Landlord may not recover possession pursuant to this subsection 5 unless the Tenant shall fail or refuse to vacate the premises in accordance with such agreement.

(C) Where the Landlord owns any other residential rental units in the City of Glendale, and any such unit is vacant and available at the time of service of the written notice terminating the tenancy, or at any time thereafter until the earlier of the Tenant's vacating the premises or the entry of a judgment by a court of competent jurisdiction awarding possession of the premises to the Landlord, the Landlord shall, as a condition of obtaining possession pursuant to this subsection 11.100.050 (a) (5) notify Tenant in writing of the existence and address of each such vacant rental unit and offer Tenant the right, at the tenant's option:

(d) To enter into a rental agreement (to be designated as a "temporary rental agreement") on any available rental unit which the Tenant may choose, at a rent not to exceed the lesser of the lawful rent which may be charged for such available rental unit or the lawful rent in effect, at the time of the notice of termination of tenancy, on the unit being vacated, said rental agreement to be for

a term of the lesser of ninety days or until completion of repairs on the rental unit being vacated by tenant; or

(e) To enter into a new rental agreement or lease for such available rental unit at a rent not to exceed the lawful rent which may be charged for such available rental unit.

(f) Where the Landlord recovers possession under this subsection 11.100.050 (a) (5) the Tenant must be given the right of first refusal to re-occupy the unit upon completion of the required work. In the event the Landlord files an application for an individual rent adjustment within six months following the completion of the work, the Tenant shall be a party to such proceeding the same as if he or she were still in possession, unless the Landlord shall submit, with such application, a written waiver by the Tenant of his or her right to re-occupy the premises pursuant to this subsection.

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

(A) Landlord, as used in this Subsection (a)(6), shall only include a Landlord that is a natural person who has at least a fifty (50) percent recorded ownership interest in the Property.

(B) No eviction may take place for an "owner move-in" if the same Landlord or enumerated relative already occupies a unit on the property, or if a vacancy already exists on the property. At all times a Landlord may request a reasonable accommodation if the Landlord or enumerated relative is Disabled and another unit in Glendale is necessary to accommodate the person's disability.

(C) The notice terminating tenancy 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 ninety (90) days after the Tenant vacates and to occupy the Rental Unit as a primary residence for at least Thirty-Six (36) consecutive months. The Board may adopt regulations governing the determination of good faith.

(E) If the Landlord or relative specified on the notice terminating tenancy fails to occupy the unit within ninety (90) days after the Tenant vacates, the Landlord shall:

1. Offer the unit to the Tenant who vacated it; and
2. Pay to said Tenant all reasonable expenses incurred in moving to and from the unit.

(F) **Eviction Protection for Elderly or Disabled Tenant.** A Landlord may not evict a Tenant pursuant to this Subsection if the Tenant (1) has resided in the Rental Unit for at least five (5) years and is either at least 62 years old or Disabled; or (2) is certified as being terminally ill by the Tenant's treating physician. For the purposes of this Subsection, Notwithstanding the above, a Landlord may evict a Tenant who qualifies for the exemption if the Landlord or enumerated

relative who will occupy the unit also meets the criteria for this exemption and no other units are available.

(8) **Withdrawal from Rental Market.** The Landlord seeks in good faith to recover possession to withdraw all Rental Units of an entire property located in the City of Glendale. The Landlord has filed the documents with the Board initiating the procedure for withdrawing Units from rent or lease under Government Code Section 7060 et. seq. and all regulations passed by the Board, with the intention of completing the withdrawal process and going out of the rental business or demolition of the property. If demolition is the purpose of the withdrawal then the Landlord must have received all needed permits from the City of Glendale before serving any notices Terminating a tenancy based on 11.100.50 (a) (7). Tenants shall be entitled to a 120-day notice or one (1) year in the case tenants are defined as senior or Disabled under Govt. Code Section 7060.4 (6). Tenants will also have a right of return if the unit is placed back on the market.

(9) **Temporary Tenancy.**

(a) A landlord or lessor seeks in good faith to recover possession of the Single-Family Home for his/her/their occupancy as a primary residence, where the landlord has previously occupied the rental unit as his/her/their principal residence and has the right to recover possession of the unit for his/her occupancy as a principal residence under an existing rental agreement with the current tenants for no more than twelve (12) consecutive months. No relocation is required. To be used only in reference to tenancies as listed in 4. (a)(1).

(b) **Relocation.** A landlord seeking to recover possession under Sections 5.(a)(5), (6) or (7) above shall make relocation payments to each Tenant. These amounts shall be determined by the City Council through a Relocation Ordinance.

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

(d) **Written Warning Notice Requirements.** Any written notice as described in Subsections 5. (a)(2), (3) or (4) shall be served by the Landlord within a reasonable period prior to serving a notice to terminate tenancy and shall inform the Tenant that a failure to cure may result in the initiation of eviction proceedings, of the right to request a reasonable accommodation and the contact number for the Board. The notice shall also include sufficient details allowing a reasonable person to comply. The notice shall also include any information necessary to determine the date, time, place, witnesses present and other circumstances concerning the reason for the notice.

(e) **Retaliation is Barred.** Notwithstanding the above provisions, possession shall not be granted if it is determined that the eviction is knowingly in retaliation for the Tenant reporting violations of this Chapter, for exercising rights granted under this Chapter, including the right to withhold Rent under common, state or local law or for forming a Recognized Tenant Organization with other Tenants.

(f) In any notice purporting to terminate a tenancy the Landlord shall state the cause for the termination, and in any action brought to recover possession of a Rental Unit, the Landlord shall allege and prove compliance with this Section. All notices described in Subsection 5.(d) shall be attached to any notices that purport to terminate a tenancy for which they correspond.

(g) Failure to comply with any requirement of this Chapter may be asserted as an affirmative defense in an action brought by the Landlord to recover possession of the Unit. Additionally, any attempt to recover possession of a Unit in violation of this Chapter shall render the Landlord liable to the Tenant for actual damages, including damages for emotional distress, in a civil action for wrongful eviction. The Tenant or the Rent Board may seek injunctive relief and money damages for wrongful eviction. A Tenant prevailing in an action for wrongful eviction shall recover costs and reasonable attorney's fees.

6. Glendale Rent Board

(a) **Composition.** There shall be in the City of Glendale a Rent Board. The Board shall be made up of Glendale residents. The Board shall consist of three (3) Board Members appointed by the City Council. The Board shall elect annually as chairperson one of its members to serve in that capacity.

(b) **Eligibility.** Duly qualified residents of the City of Glendale are eligible to serve as Members of the Board. There shall be no more than three members, one of them shall be a Real Estate agent or realtor. Anyone nominated to this board must be in compliance with this Chapter and all other local, state and federal laws regulating the provision of housing.

(c) **Full Disclosure of Holdings.** Nominees for the position of Board Member shall submit a verified statement listing all of their interests. The Board may promulgate additional regulations.

(d) **Term of Office.** Board Members shall serve terms of two (2) years and maybe reappointed for a total of two (2) full terms for a total of fewer than four (4) years.

(e) Powers and Duties.

The Board shall have the following powers and duties:

- (1) Establish a Base Rent under Section 7 (a).
- (2) Make adjustments in the Rent Increase and Decreases in accordance with Section 7.
- (3) Set Rents at fair and equitable levels in order to achieve the intent of this Chapter.
- (4) Issue orders, rules and regulations, conduct hearings.
- (5) Obtain such information as is necessary to carry out its powers and duties.
- (6) Report annually to the City Council of the City of Glendale on the status of rental housing covered by this chapter. Reports shall include a summary of the numbers of notices served, the

basis upon which they were served, the amount of the Rent increases and the addresses for which they were served.

(7) Any other duties necessary to administer and enforce this Chapter.

(f) **Rules and Regulations.** The Board shall issue and follow such rules and regulations, including those which are contained in this Chapter, as will further the purposes of the Chapter. The Board shall publicize its rules and regulations prior to promulgation on its website and any other appropriate medium. All rules and regulations, internal staff memoranda, and written correspondence explaining the decisions, orders, and policies of the Board shall be kept in the Board's office and shall be available to the public for inspection and copying.

(g) **Meetings.** The Board shall hold such regularly scheduled meetings as are necessary to ensure the timely performance of its duties under this Chapter. All regular and special meetings shall be called and conducted in accordance with state law. There shall be minimally one (1) meeting a year so that the Board may comply with 7.

(h) **Quorum.** Two (2) Members shall constitute a quorum for the Board.

(i) **Voting.** The affirmative vote of two (2) Members of the Board is required for a decision, including all motions, regulations, and orders of the Board.

(j) **Dockets.** The Board shall maintain and keep in its office all hearing dockets.

(k) **Financing.** The Board shall finance its reasonable and necessary expenses, such as place in office, computer, desk, chair, web site etc., by City of Glendale.

(1)**Reasonable and necessary expenses:**

The amount will be determined by the City Council after a recommendation by the Board is provided to the City Council. The City Council will vote on the recommendation at the next regularly scheduled meeting.

(2) The budget shall be funded within thirty (30) days of inception of the Board activity.

City shall take whatever steps necessary to perform the duties of the Board and implement the purpose of this Chapter.

(m) **Integrity and Autonomy of Board.** The Board shall be independent from the City Council, City Manager, and City Attorney, except by request of the Board.

The City Council and the City Manager shall have no authority to oversee or supervise.

(n) **Contracts and Purchases.** The Board shall have sole and final authority to employ attorneys, legislative lobbyists, and Glendale City Attorney shoot approve City contract.

(o) **Conforming Regulations.** If any portion of this Chapter is declared invalid or unenforceable by decision of a court of competent jurisdiction or rendered invalid or

unenforceable by state or federal legislation, the Board and not the City Council shall have authority to enact replacement regulations consistent with the intent and purpose of the invalidated provision and applicable law. Such replacement regulations shall supersede invalidated or unenforceable provisions of this Chapter to the extent necessary to resolve any inconsistency. The subject matter of such replacement regulations shall be limited to rent control matters as enumerated in this Chapter.

(p) Reporting and Fee Payment Requirements.

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

7. Rent Control; Right of Reasonable Return for Landlords

(a) The Rent Stabilization and Establishment is of great importance to the residents of the City of Glendale.

(b) **Annual General Adjustment.** No later than June 30 each year, the Board shall announce the percentage by which Rent for eligible Rental Units will be generally adjusted effective September 1 of that year.

(1) The Annual General Adjustment shall be equal to one hundred (100%) percent of the percentage increase in the Consumer Price Index (All Urban Consumers, Los Angeles, Glendale, Burbank, North Hollywood, La Crescenta, Tujunga, Pasadena, Alhambra or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics) as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period ending as of March of the current year.

(2) Subparagraph 1 of this Subsection notwithstanding, in no event shall the Annual General Adjustment be less than zero percent (0%).

(3) For the period between the effective date of this Charter and the first Annual General Adjustment announced September 1, the landlord may increase the Maximum Allowable Rent to include one Annual General Adjustment for September 2016.

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

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

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

(7) Decisions decreasing Rents shall remain in effect until the Board finds that the Landlord has corrected the defect warranting the decrease. The Board shall, by regulation, establish procedures for making prompt compliance determinations. Upon a determination of compliance the Landlord shall be entitled to reinstatement of the prior Rent level, retroactive to the date that the Landlord corrected the defect which warranted the decrease. This shall be in compliance with California Civil Procedure Section 1942.4. If the Landlord is found to be in violation of California Civil Procedure Section 1942.4 then no rent shall be charged for the period during which the Landlord was in violation.

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

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

(e) **Landlords Have the Right to a Reasonable Return on Their Investment.** In making individual adjustments of the rent ceiling, the Board or hearing examiner shall consider the purposes of this chapter and shall specifically consider all relevant factors, including (but not limited to):

(1) Increases or decreases in property taxes;

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

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

(4) 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;

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

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

(7) The pattern of recent rent increases or decreases;

(8) It is the intent of this chapter that individual upward adjustments in the rent ceilings on units be made only when the Landlord demonstrates that such adjustments are necessary to provide the landlord with a fair return on investment.

(f) No upward adjustment of an individual rent ceiling shall be authorized by the Board under this Section if the Landlord:

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

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

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

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

8. Non-waiverability.

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

9. Judicial Review.

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

10. Remedies.

(a) Any Landlord who demands, accepts, receives, or retains any payment of Rent in excess of the Maximum Allowable Rent, in violation of the provisions of this Chapter or any rule, regulation or order hereunder promulgated, including the provisions ensuring compliance with habitability standards and registration fee requirements, shall be liable in a civil action to the Tenant from whom such payments are demanded, accepted, received or retained, for reasonable attorney's fees and costs as determined by the court, plus damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the Maximum

the amount of the unpaid relocation assistance, together with reasonable attorney's fees and costs as determined by the court.

4. Any person who breaches any duty or obligation set forth in Section 152.06 of this Code shall be liable in a civil action by any person, organization or entity, for all actual damages, special damages in an amount not to exceed the greater of twice the amount of actual damages or \$5,000, and reasonable attorney's fees and costs as determined by the court. Damages of three times the amount of the actual damages may be awarded in a civil action for willful failure to comply with the payment obligations, to provide safe, decent and sanitary temporary replacement housing, or to allow a tenant to reoccupy a rental unit once the primary work is completed.

5. Any agreement, whether written or oral, waiving any of the provisions contained in this article shall be void as contrary to public policy. 6. Nothing in this article shall be construed to deprive a person of due process rights guaranteed by law, including, but not limited to, a right to appeal the Department's determination regarding a Tenant Habitability Plan to a hearing officer.

7. The remedies provided by this article are in addition to any other legal or equitable remedies and are not intended to be exclusive.

11. Injunctive and Other Civil Relief.

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

12. Partial Invalidity.

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

13. Majority Approval, Effective Date, Execution.

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