

CITY OF MOUNTAIN VIEW
RESOLUTION NO.
SERIES 2016

A RESOLUTION AND ORDER OF THE CITY COUNCIL OF THE CITY OF MOUNTAIN VIEW CALLING A GENERAL MUNICIPAL ELECTION AND ORDERING CONSOLIDATION WITH THE STATEWIDE GENERAL ELECTION FOR THE PURPOSE OF SUBMITTING A BALLOT MEASURE REGARDING RENT REGULATION, DISPUTE RESOLUTION, AND JUST-CAUSE EVICTION TO THE VOTERS, AND AUTHORIZING THE CITY CLERK TO CONTRACT WITH THE COUNTY OF SANTA CLARA FOR SERVICES TO BE PERFORMED IN CONNECTION WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2016, AND RELATED ACTIONS

WHEREAS, the City Council of the City of Mountain View adopted a Resolution and Order of the City Council of the City of Mountain View Calling a General Municipal Election to be held on Tuesday November 8, 2016, and Related Actions, for the Purpose of Electing Four (4) Members of the City Council; and

WHEREAS, the City Council of the City of Mountain View adopted a Resolution Requesting the Board of Supervisors to Authorize the Registrar of Voters to Contract for Election Services and Authorizing the City Clerk to Contract with the County of Santa Clara Pertaining to Services to Be Performed by the County in Connection with the General Municipal Election to be held on Tuesday, November 8, 2016; and

WHEREAS, the City Council also wishes to submit an ordinance to regulate rents, resolve rental housing disputes, and to prohibit the eviction of tenants unless just cause is shown ("Ordinance") to the voters at the November 8, 2016 election; and

WHEREAS, it is necessary to establish the schedule and procedures for filing the arguments and rebuttals with regard to the Ordinance;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Mountain View as follows:

Section 1. Proposed Measure. The City Council of the City of Mountain View hereby submits to the registered qualified electors of the City of Mountain View for their adoption or rejection in the General Municipal Election to be held in the City of Mountain View on Tuesday, November 8, 2016, the following proposal to amend the Mountain View City Code.

Proposed Ballot Measure

Shall an ordinance be adopted providing a tenant and landlord dispute resolution program; regulating rents by requiring binding arbitration for disputes on rent increases exceeding 5% of the base rent per 12-month period and service reductions for most multifamily rental units with a certificate of occupancy before February 1, 1995; prohibiting eviction of tenants without just cause; allowing no substantive changes for two years, and requiring a supermajority City Council vote for substantive changes thereafter?	YES	NO
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Section 2. Submission of Text. The City Council does hereby submit the text of the Ordinance attached hereto as Exhibit A.

Section 3. Consolidation with Statewide Election. Pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Santa Clara is hereby requested to order the General Municipal Election to be held on Tuesday, November 8, 2016, and to consolidate the election with the Statewide General Election. The consolidated election will be held and conducted in the manner prescribed by Elections Code Section 10418.

Section 4. Additional Actions. The Board of Supervisors of the County of Santa Clara is further requested to order the County Registrar of Voters to: (1) prepare the City's election materials and take all other necessary actions for the holding of the consolidated election; and (2) provide vote-by-mail ballot to voters for said election for use of the qualified electors of the City of Mountain View who are entitled thereto, in the manner provided by law.

The Board of Supervisors of the County of Santa Clara is hereby further authorized and requested to canvass or cause to be canvassed, as provided by law, returns of the election and to certify such canvass of the votes cast for the City Council of the City of Mountain View.

Section 5. Text of Proposed Measure. The full text of the measure shall not be printed in Voter Information Pamphlet. The full text of the measure is available by calling the City Clerk's Office at 650-903-6304 and requesting a copy be mailed at no cost, is available on the City of Mountain View's website, and is available for review at the City Clerk's Office, located at 500 Castro Street, Third Floor, Mountain View.

Section 6. Passage Requirement. The measure requires a majority vote threshold for passage.

Section 7. Reimbursement. The City of Mountain View recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for such costs.

Section 8. Schedule. Upon the advice of the City Clerk and in accordance with Elections Code Section 9286, the City Council sets the following schedule for the Ballot Measure Argument Deadlines:

Argument:	August 15, 2016
End of 10-Day Public Inspection:	August 25, 2016
Rebuttal:	August 22, 2016
Impartial Analysis (City Attorney):	August 22, 2016
End of 10-Day Public Inspection:	September 1, 2016

Section 9. Certification. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

JLQ/7/RESO
010-08-09-16r-E

ORDINANCE NO.

AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 43 OF
THE MOUNTAIN VIEW CITY CODE RELATED TO RENT REGULATION,
DISPUTE RESOLUTION, AND JUST-CAUSE EVICTION

THE PEOPLE OF THE CITY OF MOUNTAIN VIEW DO ORDAIN AS FOLLOWS:

Section 1. Article II of Chapter 43 of the Mountain View City Code is hereby repealed in its entirety and a new Article II is added to Chapter 43 to read as follows:

**“ARTICLE II.
Rent Regulation, Dispute Resolution and Just-Cause Eviction.**

SEC. 43.20. Purpose.

There is currently a growing shortage of residential rental units and a low vacancy rate due to an increasing demand for housing within the City of Mountain View. Due to this imbalance, rents have increased rapidly, resulting in an economic hardship to many tenants residing in the community. In order to protect the health, safety and welfare of the citizens of Mountain View, the council desires to protect such tenants from unreasonable rent increases while promoting and assuring a fair and reasonable return to property owners, and maintaining a safe, habitable and stable housing environment. Property owners are encouraged to limit rent increases to fair and reasonable amounts and provide greater than the required minimum advance notice of increases. It is in the best interest of the city to regulate rents, assist tenants and property owners in resolving disputes and prohibit eviction other than for just cause.

SEC. 43.21. Definitions.

For the purpose of this article, the following terms are defined as set forth in this section:

a. “Administrator” means the person or entity responsible for implementing this article or regulations adopted pursuant to this article.

b. “Arbitration” means a hearing conducted according to generally accepted rules for arbitrating disputes in Santa Clara County, unless otherwise specified in regulations adopted pursuant to this article.

c. “Arbitrator” means a person who possesses experience in serving as an Arbitrator or hearing officer pursuant to one of the mandatory dispute resolution ordinances related to rental housing in the region and who has completed an orientation and training session for this ordinance.

d. “Base Rent” means the amount of Rent required to be paid by the Tenant to the Landlord as follows:

1. **Tenancies commencing on or before July 15, 2016.** The Base Rent for tenancies that commenced on or before July 15, 2016 shall be the Rent in effect on July 15, 2016.

2. **Tenancies commencing after July 15, 2016.** The Base Rent for tenancies that commenced after July 15, 2016 shall be the initial rental rate charged upon initial occupancy, provided that amount is not a violation of this Article or any provision of state law. The term “initial rental rate” means only the amount of Rent actually paid by the Tenant for the initial term of the tenancy.

e. “Conciliation” means a confidential telephone call or other contacts by the Administrator or a Mediator with a Landlord and Tenant for the purpose of resolving a Rental Housing Dispute.

f. “Day” means a calendar day.

g. “Landlord” means a person or entity exercising effective control over the terms and conditions of the tenancy of a Rental Unit, including a person with such control delegated through a durable power of attorney or an owner, lessor or sublessor, or the agent, representative or successor of any of the foregoing persons who receives, or is entitled to receive, Rent for the use and occupancy of any Rental Unit or portion thereof and is authorized to resolve any Rental Housing Disputes, including an owner, lessor or sublessor, or property manager.

h. “Lease” means an agreement, written or oral, implied in fact, or implied in law, in which a Landlord, for compensation, conveys the right to occupy a Rental Unit to the exclusion of others for a period of time or from period to period.

i. “Mediation” means a meeting in which Landlord and Tenant have the opportunity to communicate with a Mediator to resolve a Rental Housing Dispute with confidential and neutral communications, within the meaning of the applicable provisions of the California Evidence Code.

j. “Mediator” means a person who possesses experience in mediating Landlord/Tenant cases in general and who has mediation experience with at least one

(1) of the mandatory dispute resolution programs in the region, and who has completed an orientation and training session on this ordinance.

k. "Party" and "Parties" mean Landlord and Tenant collectively and individually.

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

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

2. The subject premises are listed with public agencies, including, but not limited to, federal, state and local taxing authorities, as the occupant's primary residence;

3. Utility Charges and other charges and fees associated with usage of the structure are billed to and paid by the occupant at the subject premises;

4. The occupant does not file for a homeowner's tax exemption for any different property;

5. The occupant is not registered to vote at any other location; and

6. Ownership is held in the name of the occupant claiming Primary Residence and not held by a limited liability corporation or other corporate or business entity structure.

m. "Property" means a parcel or lot upon which the Rental Unit is located.

n. "Rent" means the consideration, including any bonus, benefit or gratuity demanded or received by a Landlord for or in connection with the use or occupancy of a Rental Unit.

o. "Rent Increase" means any additional Rent demanded of or paid by a Tenant for a Rental Unit, including any Service Reduction without a corresponding reduction in Rent.

p. "Rental Housing Dispute" means a fact-based grievance raised by any Tenant or Landlord regarding the occupancy or use of a Rental Unit limited to Rent Increases in

excess of the amounts in Sec. 43.24 (b) or (c), security deposits, thirty (30) day and sixty (60) day notices to vacate for those Rental Units that received a Certificate of Occupancy after February 1, 1995, maintenance and repairs, and Service Reductions, or Tenant's termination of a Lease prior to the end of the Lease term.

q. "Rental Unit" means a dwelling unit (as defined in Mountain View City Code Section 36.60.11) in the City of Mountain View provided three (3) or more dwelling units exist in a single structure and are being used as residential rental housing.

r. "Service Reduction" means a reduction in the level of benefits, privileges or facilities related to the Rental Unit that have been reduced without a corresponding reduction in Rent and includes, but is not limited to, repairs, maintenance, painting, light, heat, water, elevator service, laundry facilities and privileges, refuse removal, furnishings, parking and other rights afforded to Tenant as set forth in a Lease for the Rental Unit.

s. "Tenant" means a person or persons entitled by a Lease to occupy a Rental Unit to the exclusion of others.

t. "Tenancy" includes the lawful occupation of a Rental Unit and includes a Lease or Sublease.

u. "Voluntary Vacancy" includes a voluntary choice by a Tenant to vacate a Rental Unit, eviction by a court of a Tenant for material violation of the Lease and a Tenant's departure from a Rental Unit pursuant to a three (3) day notice from the Landlord to pay Rent/comply with a Lease covenant or vacate the Rental Unit.

v. "Written Notice to Cease" means 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 Administrator; and
5. Include sufficient details about the conduct underlying the Written Notice to Cease that allow a reasonable person to comply.

SEC. 43.22. Rental Housing Dispute Resolution Program.

a. **Applicability.** Each Tenant and each Landlord shall have the opportunity to utilize the Rental Housing Dispute Resolution Program. The Rental Housing Dispute Resolution Program includes three (3) Dispute Resolution phases: Conciliation, Mediation and Arbitration. All Rental Housing Disputes are subject to Conciliation and mandatory participation in Mediation. Rental Housing Disputes involving Rent Increases in excess of the amounts in Sec. 43.24 (b) or (c) and Service Reductions may also be subject to mandatory participation in Arbitration. For those Rental Units receiving a certificate of occupancy prior to February 1, 1995, the Arbitrator's decision regarding a Rent Increase or Service Reduction shall be final and binding on the parties unless judicial review is sought in accordance with state law. For those Rental Units receiving a certificate of occupancy after February 1, 1995, the Arbitrator's decision regarding a Rent Increase or Service Reduction shall be advisory to the parties and shall not be binding.

b. **Exemption.** The following Rental Units are exempt from the Rental Housing Dispute Resolution Program and all other provisions of this Article:

1. Dwelling units exempted from Rent control pursuant to the Costa-Hawkins Rental Housing Act (California Civil Code Sec. 1954.50, *et seq.*), including, but not limited to, any Rental Unit issued a certificate of occupancy after February 1, 1995;

2. Dwelling units which are alienable separate from title to any other dwelling unit (for example, single-family homes and condominiums) or are a subdivided interest in a subdivision, as specified in Business and Professions Code Sec. 11004.5 (b), (d) or (f);

3. Housing accommodations in any hospital, skilled nursing, health or care facility, extended-care facility, asylum, nonprofit home for the aged or rented by a medical institution which is then subleased to a patient or patient's family;

4. Dwelling units controlled or regulated by any government agency or authority and intended to be used for a public purpose;

5. Rooms or accommodations in hotels, motels, boarding or lodging houses which are rented to a transient as defined in Mountain View City Code Section 33.1(d) for a period of less than thirty (30) consecutive days;

6. Dwelling units occupied by a Landlord; or

7. Mobile home space rentals.

c. With the exception of disputes regarding security deposits, a Tenant may not participate in the Rental Housing Dispute Resolution Program unless he or she is a current Tenant of the Rental Unit.

d. Any Tenant or Landlord may initiate the Rental Housing Dispute Resolution Program by filing a written request for resolution of a Rental Housing Dispute within twenty-one (21) days of learning the facts giving rise to the dispute. The request must be filed with the Administrator, and must provide enough factual information to outline the basic issue or issues being raised within the definition of a Rental Housing Dispute.

e. Within seven (7) days of receiving a written request for dispute resolution from a party, the Administrator will notify both Tenant and Landlord in writing that a case has been opened and will provide a copy of the request to the other party. The Administrator will initiate Conciliation and complete the Conciliation process within seven (7) days from the date the Administrator notifies the Parties a case has been opened.

f. If Conciliation does not resolve the dispute within the Conciliation time limit, and one of the Parties requests Mediation within the Conciliation time period described above, the Administrator will send a notice to both Parties setting a Mediation date within fourteen (14) days of the notice. The Administrator shall have the authority to combine different disputes or different parties in the interest of efficiently addressing the disputes, provided that any Party may, for reasons of confidentiality or otherwise, opt out of a combined Mediation involving more than one (1) Tenant or Landlord by notifying the Administrator.

g. No Party shall be obligated to reach any specific agreement, or to reach any agreement at all, as a result of participating in Conciliation or Mediation. If an agreement is reached during Mediation, the Mediator or the Parties will prepare a written agreement.

h. If Mediation does not resolve the dispute, either Party may request Arbitration in writing within seven (7) days after the Mediation is completed. Arbitration shall be held within twenty-one (21) days after receipt of the request for Arbitration by the Administrator. Any such agreement shall be confidential and will not be enforceable or used for any other purpose outside the Rental Housing Dispute Resolution Program, unless the Parties agree the document can be disclosed or otherwise used in other proceedings.

i. After the Rental Housing Dispute Resolution Program is initiated, any subsequent timeline may be extended by mutual consent of the Parties and the

Administrator, or the Arbitrator may continue the Arbitration upon good cause shown in a written request from either Party.

j. Failure of a Landlord to appear and participate in good faith in any of the dispute resolution phases in the Rental Housing Dispute Resolution Program for a dispute involving Rent Increases in excess of the amounts in Sec. 43.24 (b) or (c) shall void the notice of Rent Increase for all purposes. Failure of the Tenant to appear and participate in any step of the Rental Housing Dispute Resolution Program shall terminate the process for the affected Tenant and if the dispute involves a Rent Increase, the Rent Increase is no longer subject to the Rental Housing Dispute Resolution Program and shall be effective the date stated in the Notice of Rent Increase.

k. The Parties shall exchange copies of all evidence they intend to introduce at arbitration no later than seven (7) days prior to the date of the Arbitration. Any objection to evidence proposed to be introduced by a Party will be considered by the Arbitrator at the Arbitration hearing.

l. The determination of the Arbitrator shall be mailed to the Parties together with written findings of fact supporting the determination within seven (7) days of the hearing. The Arbitrator's decision shall not be confidential. For those Rental Units receiving a certificate of occupancy prior to February 1, 1995, the Arbitrator's decision shall be final and binding on the parties unless judicial review is sought in accordance with state law. For those Rental Units receiving a certificate of occupancy after February 1, 1995, the Arbitrator's decision shall be advisory to the parties and shall not be binding.

SEC. 43.23. Landlord's obligation to provide notice to Tenants.

a. In addition to any other notice required to be given by law, Landlord shall provide all Tenants with a notice stating the Rental Unit is subject to the City's Rental Housing Dispute Resolution Program and Right-to-Lease Ordinance as provided in this article and that they can receive copies of these ordinances by contacting the city. Landlord shall provide these notices to prospective and/or affected Tenants upon Leasing a Rental Unit, renewing the Lease of a Rental Unit and with any other notice the Landlord is required by law to provide Tenants. Prior to any Rent Increase, every Landlord shall provide their Tenants a notice of Rent Increase as prescribed in this section. This same language shall be included in a clearly visible location on any lease or other rental agreement.

b. Every Landlord of a Rental Unit shall provide a Rent Increase notice as prescribed in this section before demanding or accepting any Rent Increase. All Rent Increase notices shall be in writing, shall show the name, address and phone number of all responsible parties, including the person or entity with authority to respond to a

Rental Housing Dispute, and shall be personally delivered to the Tenant(s) or service by mail to the Tenant(s) at the address of the Tenant's (s') Rental Unit by first-class mail, postage prepaid. Service by mail shall be presumed complete within five (5) days of mailing. This presumption may be rebutted by the Tenant(s).

c. In addition to all other information provided in a notice, each notice shall substantially state in bold type:

NOTICE: Article II of Chapter 43 of the Mountain View City Code establishes a Dispute Resolution Program for rental housing disputes, regulates rents, and prohibits eviction other than for just cause. Rental housing disputes involving rent increases greater than 5%, security deposits, 30-day and 60-day notices to vacate, maintenance and repairs, service reductions, and disputes regarding a Tenant's termination of the lease prior to the end of the lease term are subject to conciliation and mediation. Disputes regarding Rent Increases greater than 5% and Service Reductions may also be subject to binding arbitration. To use the program and secure additional information about the City ordinance, you must contact Administrator [insert name and phone number] within 21 calendar days following receipt of a notice of rent increase or learning the facts giving rise to a dispute regarding a rent increase greater than 5%, a security deposit, 30-day and 60-day notices to vacate, maintenance and repairs, or service reductions or disputes regarding a Tenant's termination of the lease prior to the end of the lease term. Further information regarding this ordinance is available on the City of Mountain View's website.

d. No Rent Increase shall be valid for any purpose whatsoever without substantial compliance with this section and any Rent Increase accomplished in violation of this section shall be void. However, a Landlord may cure a violation by serving the Tenant with a notice that complies with this section. No Landlord may take any action to enforce such an invalid Rent Increase.

e. Any Rent increase in violation of this section shall operate as a complete defense to an unlawful detainer action based on failure to pay any invalid Rent Increase. Any Tenant required to pay an invalid Rent Increase may recover all invalid Rent Increase amounts, actually paid by the Tenant, in a civil action.

f. It is the intent of this article that all Landlords are encouraged to provide at least ninety (90) calendar day notice of any Rent Increase in order to allow for orderly operation of the Rental Housing Dispute Resolution Program. At a minimum, all Rent Increases shall meet the notice requirements of state law.

SEC. 43.24. Rent Increases.

a. Rent Increases for Rental Units shall be limited to two (2) increases in any consecutive twelve (12) month period unless otherwise agreed by the Parties in writing.

b. Rent Increases in any twelve (12) month period exceeding five percent (5%) of Base Rent shall be subject to the Rental Housing Dispute Resolution Program; except as provided in (c) below.

c. If a Landlord has not raised the Rent for a Rental Unit for more than twelve (12) months prior to the latest increase and if the last increase was more than twenty-four (24) months prior to the current increase, Rent Increases greater than eight percent (8%) shall be subject to this Rental Housing Dispute Resolution Program.

d. Landlord bears the burden of proving a Rent Increase in excess of the amounts in Section 43.24 (b) or (c) above.

e. This provision does not apply to the first Rent Increase following a Voluntary Vacancy.

SEC. 43.25. Payment of rent increase during Rental Housing Dispute Resolution Program.

a. Every Tenant shall pay the existing Base Rent as it becomes due.

b. In the event the dispute remains in the Rental Housing Dispute Resolution Program past the notice period specified in the valid notice of Rent Increase, each affected Tenant shall pay the Landlord the Base Rent and the Rent Increase up to the Threshold in order to continue in the program. Landlord shall provide Tenant with a receipt acknowledging delivery of the Rent.

SEC. 43.26. Factors determining reasonableness of Rent Increases.

The purpose of this article is to permit Landlords a fair and reasonable return on the value of their property, while at the same time protecting Tenants from arbitrary, capricious or unreasonable Rent Increases. If a Rent Increase dispute proceeds to Arbitration, the reasonableness of any portion of the Rent Increase in excess of the amounts in Sec. 43.24 (b) or (c).

The determination of reasonableness shall be made with reference to the following standards, unless Arbitrator determines the overall standard of reasonableness requires other standards to be applied in a given case to ensure the above-stated purpose is being met:

- a. Past history of Rent Increases for the same Rental Unit, including timing and amounts;
- b. Market rental rates for similar Rental Units in Mountain View;
- c. History of capital improvements, maintenance and repairs, operation and maintenance costs for the Rental Unit, including verified expenses;
- d. Any unanticipated increases in other categories of Landlord costs for the Rental Unit within the twelve (12) months prior to the notice of Rent Increase or verified expenses to be incurred in the twelve (12) months following the date of the Rent Increase notice;
- e. Increases in Landlord costs due to necessary upgrades or verified significant renovations incurred within twelve (12) months prior to the date of the Rent Increase notice for the Rental Unit or projected increases within the twelve (12) months following the date of the Rent Increase notice;
- f. Vacancies in the Rental Unit and whether a vacancy was a Voluntary Vacancy;
- g. Service Reductions for the Rental Unit during the Tenant's occupancy of the Rental Unit;
- h. Any serious health, safety, fire or building code violations as defined by Health and Safety Code § 17920.3.

The Arbitrator shall determine the amount of the allowable Rent Increase in excess of the amounts in Section 43.24 (b) or (c), if any, in accordance with the standards enumerated in this section. Any additional Rent owed or any Rent refund owed as a result of a final agreement or Arbitration award shall be due and payable seven (7) days after the service of said final Arbitration agreement or award.

SEC. 43.27. Burden of proof at Arbitration.

- a. Landlord bears the burden of proving any Rent Increase in excess of the amounts in Section 43.24 (b) or (c) above is reasonable.

b. Tenant bears the burden of proving a Service Reduction. Tenant must prove the decrease in service was substantial and the Landlord had notice of the condition but failed to restore the service within a reasonable time after receiving notice of it. Violations of the Mountain View City Code regarding a Rental Unit must be considered. Upon finding a Service Reduction, an Arbitrator may reduce a Rent Increase, order a credit against Rent paid and/ or a reduction in future Rent based on the nature of the Service Reduction, the habitability and usability of the Rental Unit and the duration of the Service Reduction.

SEC. 43.28. Subpoenas.

An Arbitrator may, on his/her own initiative, or at the request of a Party, issue subpoenas, or require the production of documents by a Party, provided the Party requesting the subpoena makes a showing of good cause supporting such a request. For the purposes of this article, the city council's authority to issue subpoenas is delegated to the Arbitrator, reserving to the Council full authority to issue subpoenas for the same or other purposes.

SEC. 43.29. Property registration and fees.

a. A Landlord shall register each residential Rental Unit within the City of Mountain View. The registration shall be on forms provided by the city and shall include the name and mailing address of the owner or owners of the property, the person authorized to effectively resolve Rental Housing Disputes arising under this article as well as the name, address and telephone number of the Landlord, and the number of Rental Units at the address.

b. For the sole purpose of reimbursing the City of Mountain View for the reasonable costs of maintaining property registration records and related administrative systems, and the implementation of this article, the Landlord of each Rental Unit shall pay a fee in an amount to be set by the City of Mountain View for each Rental Unit.

SEC. 43.30. Retaliation.

No Landlord shall increase Rent, cause a Service Reduction, cause a Tenant to involuntarily quit the Rental Unit, bring an action to receive possession or threaten to do any of such acts or take any other adverse action against a Tenant because of the Tenant's exercise of the Tenant's rights pursuant to this article.

SEC. 43.31. Enforcement.

a. Violation of provisions of this article shall not constitute a crime.

b. At any time, a Tenant may bring an action in the courts of the state alleging a violation by the Landlord of the provisions of this article or may seek a court order directing compliance with the provisions of this article.

c. At any time, a Landlord may bring an action in the courts of the state alleging a violation by the Tenant of the provisions of this article or may seek a court order directing compliance with the provisions of this article.

d. Any Rent increase in violation of this section shall operate as a complete defense to an unlawful detainer action based on failure to pay any invalid Rent Increase. Any Tenant required to pay an invalid Rent Increase may recover all invalid Rent Increase amounts, actually paid by the Tenant, in a civil action."

SEC. 43.32. Just cause for eviction protections.

a. No Landlord shall take action to terminate any tenancy, including, but not limited to, making a demand for possession of a Rental Unit, [that received a certificate of occupancy prior to February 1, 1995][that received a certificate of occupancy prior to the effective date of this Article], threatening to terminate a tenancy orally or in writing, serving any notice to quit or other eviction notice, or bringing any action to recover possession, or be granted recovery of possession of a Rental Unit unless at least one (1) of the following conditions exists:

1. **Failure to pay Rent.** The Tenant has failed, after three (3) days' written notice as provided by law, to pay the amount stated in the notice, so long as the amount stated does not exceed the Rent to which the Landlord is legally entitled under the Lease, this Article, state and any other local law.

2. **Breach of Lease.** The Tenant has continued, after the Landlord has served the Tenant with Written Notice to Cease, to substantially violate any of the material terms of the Lease, except the obligation to surrender possession on proper notice as required by law, and provided that such terms are reasonable and legal and have been accepted in writing by the Tenant; and provided further that, where such terms have been accepted by the Tenant or made part of the Lease subsequent to the initial creation of the tenancy, the Landlord shall have first notified the Tenant in writing that he or she need not accept such terms.

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

i. The Tenant continues to reside in the Rental Unit as his, her or their Primary Residence;

ii. The sublessee replaces one (1) or more departed Tenants under the Rental Housing Agreement on a one-for-one basis; and

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

B. Protections for families. Notwithstanding any contrary provision in this Section, a Landlord shall not take any action to terminate a tenancy as a result of the addition to the Rental Unit of a Tenant's child, parent, grandchild, grandparent, brother, or sister, or the spouse or domestic partner (as defined in California Family Code Sec. 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 Committee may promulgate regulations that will further protect families and promote stability for school-aged children.

3. **Nuisance.** The Tenant has continued, after the Landlord has served the Tenant with a Written Notice to Cease, to commit or expressly permit a nuisance in, causes substantial damage to the Rental Unit or property, or disturb another Tenant's quiet enjoyment of his or her Rental Unit.

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

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

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

A. The repairs necessitate that the Tenant vacate the Rental Unit because the work will render the Rental Unit uninhabitable for a period of not less than thirty (30) days;

B. The Landlord gives advance notice to the Tenant of the Tenant's right to elect between:

i. The right of first refusal to any comparable vacant Rental Unit owned by the Landlord at the same Rent, if such comparable vacant unit exists; or

ii. The first right of return to reoccupy the Rental Unit upon completion of the repairs at the same Rent charged to the Tenant before the Tenant temporarily vacated the Rental Unit.

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

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

B. No eviction may take place under this Subsection if the same Landlord or enumerated relative already occupies a Rental Unit on the Property, or if a comparable 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.

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

D. The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within sixty (60) days after the Tenant vacates and to occupy the Rental Unit as a Primary Residence for at least thirty-six (36) consecutive months.

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

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

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

F. A Landlord may not evict a Tenant pursuant to this Subsection if the Tenant: (1) has resided in the Rental Unit for at least five (5) years and is either at least sixty-two (62) years old or disabled; or (2) is certified as being terminally ill by the Tenant's treating physician. Notwithstanding the above, a Landlord may evict a Tenant who qualifies for the exemption herein if the Landlord or enumerated relative who will occupy the Rental Unit also meets the criteria for this exemption and no other units are available.

8. **Withdrawal of the unit permanently from rental market.** The Landlord seeks in good faith to recover possession to withdraw all Rental Units of an entire Property from the rental market.

9. **Demolition.** The Landlord, having obtained all necessary permits from the city, and having provided written notice to the Tenant pursuant to state law, seeks in good faith to recover possession of the Rental Unit to remove the Rental Unit permanently from rental housing use through demolition.

b. **Notice to specify basis for termination:** Any notice purporting to terminate tenancy on any of the bases specified in this Section must state with specificity the basis on which the Landlord seeks to terminate the tenancy.

SEC. 43.33. Amendment by the city council.

a. For a period of two (2) years from the effective date of this ordinance, this Article may only be amended by the city council without a vote of the people regarding the implementation thereof or to clarify a provision, in order to achieve the purposes of this article, but not with regard to lessening or altering the substantive requirements of the article (such as the binding Arbitration requirement, Just Cause for Eviction Protections, Base Rent or Rent Increase).

b. The city council may promulgate regulations for the administration, implementation and enforcement of this Article.

c. After the date that is two (2) years from the effective date of this ordinance, this article may be amended or repealed by five (5) votes of the city council without a vote of the people.”

Section 2. CEQA. The City Council hereby finds and determines that this ordinance is not subject to the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guideline 15183 (Action Consistent with General Plan and Zoning); Section 15378 (No Project); and Section 15061(b)(3) (No Significant Environmental Impact).

Section 3. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance and, to this end, the provisions of this ordinance are severable.

Section 4. Effective Date. This ordinance shall go into effect ten (10) days after the date is declared by the City Council that a majority of the voters voting on the ordinance voted in its favor.
