

CITY OF MOUNTAIN VIEW
RENTAL HOUSING COMMITTEE
RESOLUTION NO. ...
SERIES 2025

A RESOLUTION OF THE RENTAL HOUSING COMMITTEE OF THE CITY OF MOUNTAIN VIEW TO
ADOPT AMENDMENTS TO THE COMMUNITY STABILIZATION AND FAIR RENT ACT (CSFRA)
REGULATIONS CHAPTER 1 - PURPOSE, CHAPTER 2 - DEFINITIONS, AND CHAPTER 3 - CODE OF
CONDUCT.

WHEREAS Section 1709 of the CSFRA authorizes the Rental Housing Committee to establish
rules and regulations for administration and enforcement of the CSFRA; and

WHEREAS the Rental Housing Committee held a publicly noticed meeting on August 28,
2025 and discussed and considered amendments to the CSFRA Regulations Chapter 1 – Purpose,
Chapter 2 – Definitions, and Chapter 3 – Code of Conduct;

now, therefore, be it

RESOLVED that the Rental Housing Committee of the City of Mountain View hereby adopts
amendments to the CSFRA Regulations Chapter - Purpose, Chapter 2 - Definitions, and Chapter 3
- Code of Conduct as set forth in Exhibit A, Exhibit B and Exhibit C of this resolution.

Exhibit A: Community Stabilization and Fair Rent Act Regulations Chapter 1 – Purpose.

Exhibit B: Community Stabilization and Fair Rent Act Regulations Chapter 2 – Definitions.

Exhibit C: Community Stabilization and Fair Rent Act Regulations Chapter 3 – Code of Conduct.

COMMUNITY STABILIZATION AND FAIR RENT ACT REGULATIONS

CHAPTER 1 PURPOSE, SCOPE AND AUTHORIZATION

A. Purpose, Scope and Authorization.

These regulations are intended to provide guidance and interpretation for the Community Stabilization and Fair Rent Act (hereinafter the "CSFRA") approved by the voters of the City of Mountain View as a City Charter Amendment in the November 8, 2016 election. These regulations should be applied as a supplement to the CSFRA and in a manner that is consistent with the CSFRA, in both the CSFRA's content and intent. These regulations will be in force as of the effective date for the implementation of the CSFRA, December 23, 2016. They are established pursuant to the authority granted the Rental Housing Committee of the City of Mountain by the CSFRA to implement its terms, specifically as set forth in Section 1709(d)(2) of the CSFRA.

B. Staff Authority to Amend CSFRA Regulations.

The Committee delegates to Staff the authority to make minor amendments and clarifications to the CSFRA Regulations without Committee action, approval, or ratification. Staff will provide the RHC with notice of proposed amendments by placing said amendments on the consent calendar of the agenda for the next regular RHC meeting.

COMMUNITY STABILIZATION AND FAIR RENT ACT REGULATIONS

CHAPTER 2 DEFINITIONS

Unless further defined in the Community Stabilization and Fair Rent Act (CSFRA or Act) or elsewhere in the Regulations, the words or phrases below shall have the following meanings:

- a. **Annual General Adjustment.** The Annual General Adjustment is the percentage by which the Rent for existing tenancies in Covered Rental Units may be increased each year, subject to the limitations of ~~this Article~~the CSFRA and these Regulations.
- b. **Base Rent.** The Base Rent is the reference point from which the lawful Rent shall be determined and adjusted in accordance with the ~~Act~~CSFRA.
 - (1) **Tenancies Commencing on or Before October 19, 2015.** The Base Rent for tenancies that commenced on or before October 19, 2015 shall be the Rent in effect on October 19, 2015.
 - (2) **Tenancies Commencing After October 19, 2015.** The Base Rent for tenancies that commenced after October 19, 2015 shall be the initial rental rate charged upon initial occupancy, provided that amount is not in violation of the Act, these Regulations, the Mountain View City Code or any provision of state law. The term “initial rental rate” means only the amount of Rent actually demanded to be paid and paid by the Tenant for the initial term of the tenancy.
 - (i) **Rent Concession.** If a temporary rent concession is provided by the Landlord during the initial term of the tenancy, the “initial rental rate” shall be the average amount of Rent actually demanded to be paid and paid by the Tenant during the initial term of the tenancy. A “rent concession” includes, but is not limited to, any of the following:
 - One (1) or more month’s free Rent, except as specified in subparagraph (ii) below; or
 - A dollar or percentage amount reduction of the Rent provided over the course of the initial term of the tenancy.

(ii) Exclusions. The following shall not be considered in the calculation of “Base Rent” for any Tenancy:

- First month’s free or discounted Rent, where the “first month” refers to the first full month following the start date of the Rental Agreement. For instance, if the Rental Agreement begins on September 15, then the “first month” would refer to the period from October 1 to October 31; or
- The Tenant’s withholding of or failure to pay Rent in violation of the Rental Agreement, the ~~Act~~CSFRA, these Regulations, or state law; or
- Any reduction in Rent imposed pursuant to the final decision of a Hearing Officer or the Rental Housing Committee in a petition for downward adjustment based on failure to maintain a habitable premises or a decrease in housing services or maintenance, as outlined in Sections F and H of Chapter 6 of these Regulations, respectively.

(iii) Initial Term of Tenancy. The “initial term of the tenancy” refers to either the initial term as agreed upon by the Landlord and Tenant in the Rental Agreement, or if the Rental Agreement is month to month or longer than twelve (12) months, the initial term shall mean twelve (12) months.

- Where the first month’s Rent is free, the “initial term of the tenancy” shall be reduced by one (1) month in calculating the Base Rent. For instance, if the Rent for the first month of a six (6) month Rental Agreement is free, then the “initial rental rate” shall be the average of the amount of Rent actually demanded to be paid and paid by the Tenant over the course of the subsequent five (5) months. Similarly, if the Rent for the first month of a twelve (12) month Rental Agreement is free, then the “initial rental rate” shall be the average of the amount of Rent actually demanded to be paid and paid by the Tenant over the course of the subsequent eleven (11) months.

(iv) Examples. Below are a number of examples demonstrating the calculation of Base Rent.

- Example 1: If a Tenant agrees to pay One Thousand Dollars (\$1,000) per month for twelve (12) months for a Rental Unit and the Landlord provides a concession of first month’s Rent free, then the Base Rent for the Rental Unit shall be One Thousand Dollars (\$1,000) (calculated as follows: $(11 \times \$1,000)/11$).
- Example 2: If a Tenant agrees to pay One Thousand Dollars (\$1,000) per month for twelve (12) months for a Rental Unit and the Landlord

provides a concession of two (2) free months, then the Base Rent for the Rental Unit shall be Nine Hundred Nine Dollars and Nine Cents (\$909.09) (calculated as follows $(10 \times \$1,000)/11$). In this example, the first free month would be excluded from the calculation, while the second free month would be included in the calculation.

- Example 3: If the Landlord provides a twenty-five percent (25%) discount over the course of the twelve (12) months, then the Base Rent for the Rental Unit shall be Seven Hundred Seventy Dollars and Eighty-Three Cents (\$770.83) (calculated as follows: $((1 \times \$1000 + (11 \times \$750))/12)$). In this example, the first month's reduction would be excluded from the calculation.

(v) Notice of Rent Concession. A Landlord who provides any form of concession, regardless of whether that concession is included or excluded from the calculation of Base Rent, must provide the Tenant with a Notice of Rent Concession at the time that the parties enter into the Rental Agreement. The Notice of Rent Concession shall be in a form prescribed and provided by the Rental Housing Committee and shall include, at least, the following information:

- The type of concession provided;
- The amount of concession provided; and
- The calculation of the Tenant's Base Rent for the Rental Unit, as calculated pursuant to these Regulations.

This requirement shall apply to Tenancies commencing on or after September 1, 2022.

- c. **Committee**. The term "Committee" refers to the Mountain View Rental Housing Committee established by the CSFRA this Article.
- d. **Covered Rental Units**. All Rental Units not specifically exempted by this Article the CSFRA.
- (1) Fully Covered Rental Units. Fully Covered Rental Units are rental units that are not Fully Exempt Rental Units or Partially Covered Rental Units. The CSFRA provides rent stabilization and eviction protections for Fully Covered Rental Units.
- (2) Partially Covered Rental Units. Partially Covered Rental Units are All Rental Units that are not Fully Covered Rental Units or Fully Exempt Rental Units with a certificate of occupancy dated after February 1, 1995 and before December 23, 2016 other than rental units governed by the City's Affordable Housing Program, as outlined in Mountain View City Code Chapter 36, Article XIV. The CSFRA provides

eviction protections for Partially Covered Rental Units, but these units are not covered under the CSFRA rent stabilization protections. The terms “Partially Covered Rental Unit” and “Partially Exempt Rental Units” may be used interchangeably.

- (3) Fully Exempt Rental Units. Fully Exempt Rental Units are rental units to which the CSFRA’s rent stabilization and eviction protections do not apply.

Fully Exempt Rental Units are the following:

- (i) Units in hotels, motels, inns, tourist homes and rooming and boarding houses which are rented primarily to transient guests for a period of fewer than thirty (30) days as defined in Mountain View City Code section 33.1(d);
- (ii) 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;
- (iii) Rental Units owned or operated or managed by a not-for-profit organization pursuant to a tax credit program;
- (iv) Rental Units which a government unit, agency or authority owns, operates, or manages, or in which governmentally-subsidized Tenants reside, if applicable federal or state law or administrative regulation specifically exempt such units from municipal rent control;
 - a. Rental Units that are subject a Housing Assistance Payment (HAP) contract pursuant to the project-based voucher (PBV) program (authorized by Section 8(o)(13) of the U.S. Housing Act of 1937) are not Fully Exempt from the CSFRA because the federal regulations do not exempt these units from local rent control (24 C.F.R. § 983.305).
 - b. A Rental Unit in which a tenant assisted under the Section 8 Housing Choice Voucher (HCV) program (42 U.S.C. § 1437f) resides is not Fully Exempt from the CSFRA because the federal regulations do not exempt these units from local rent control (24 C.F.R. § 982.509).
- (v) Rental Units with first certificate of occupancy after December 23, 2016;
- (vi) Units Exempt Pursuant to Section 1705 of the CSFRA, which include:
 - a. Single-Family Homes which consist of a detached building containing a single residential dwelling unit separately alienable from any other dwelling unit, including condominiums as specified in California Civil Code

§ 1954.52(a)(3)(A).

b. Companion Units defined as a Rental Unit that is permitted and in compliance with Mountain View City Code Chapter 36, Article IV, Division 10 (Accessory Dwelling Units).

c. Duplexes. Rental Units in a single structure with fewer than three dwelling units being used as residential housing, as defined in Mountain View City Code Section 36.60.11.

d. Examples Applying CSFRA Section 1705.

- Example 1: A rented single family home that is the sole structure on a property is Fully Exempt.
- Example 2: A rented detached single family home that has a certificate of occupancy prior to February 1, 1995 and that is on a parcel with another detached residential unit or units is not Fully Exempt and is covered by the CSFRA's rent stabilization and eviction protections.
- Example 3: A secondary unit or accessory dwelling unit that is not a Companion Unit (i.e., is not permitted and/or in compliance with Mountain View City Code Chapter 36, Article IV, Division 10) is Fully Covered and subject to the CSFRA's rent stabilization and eviction protections.
- Example 4: A duplex that is on a parcel with a detached single-family home, another duplex, or a multi-family (three or more units) structure is Fully Exempt.

e. **City Council.** The term "City Council" refers to the City Council of the City of Mountain View.

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

g. **Division.** The term "Division" refers to the Rent Stabilization Division of the Housing Department of the City of Mountain View.

h. **Hearing Officer.** An official appointed by the Committee to conduct an investigation or administrative hearing pursuant to ~~this Article~~ the CSFRA and these Regulations.

i. **Housing Services.** Housing Services include, but are not limited to, repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, Utility

Charges that are paid by the Landlord, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege, or facility connected with the use or occupancy of any Rental Unit. Housing Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building in which the Rental Unit is contained.

- (1) For the purposes of the CSFRA and these Regulations, a Landlord's reporting of a Tenant's positive rental payment information to at least one nationwide consumer reporting agency that meets the definition in Section 603(p) of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681a(p)), or any other consumer reporting agency that meets the definition in Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681a(f)) as long as the consumer reporting agency resells or otherwise furnishes rental payment information to a nationwide consumer reporting agency that meets the definition in Section 603(p) of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681a(p)), pursuant to California Civil Code Section 1954.07, does not constitute a Housing Service.

ji. Individual Rent Adjustment. An adjustment to the otherwise lawful Rent authorized by a Hearing Officer or the Committee pursuant to the CSFRA and these Regulations~~this Article.~~

kj. Landlord. An owner, lessor, sublessor, or any other person entitled to receive Rent for the use and occupancy of any Rental Unit or an agent, representative, predecessor, or successor of any of the foregoing.

lk. Petition. A petition ~~for Individual Rent Adjustment~~ pursuant to ~~this Article~~ the CSFRA and these regulations.

(1) Rent Increase Petition. A Rent Increase Petition refers to a petition for Individual Rent Adjustment filed by a Landlord as authorized by subsection (a) of Section 1710 of the CSFRA. "Rent Increase Petition" and "Maintenance of Net Operating Income (MNOI) Petition" are used interchangeably throughout these CSFRA Regulations.

(2) Rent Decrease Petition. A Rent Decrease Petition refers to a petition for Individual Rent Adjustment filed by a Tenant as authorized by subsections (b), (c) and/or (d) of Section 1710 of the CSFRA.

(3) Specified Capital Improvement Petition. A Specified Capital Improvement Petition refers to a petition for Individual Rent Adjustment filed by a Landlord pursuant to the expedited review process authorized by Section F of Chapter 6 of these Regulations.

(4) Joint Petition. A Joint Petition refers to a petition filed by a Tenant together with their Landlord, in accordance with Section G of Chapter 6 of these Regulations, for

the purpose of requesting an increase in Rent or a one-time payment to recover cost associated with new or additional Housing Services, improvements or modifications to the Covered Rental Unit as requested by the Tenant, or the addition of an Additional Occupant.

(5) Exemption Status Petition. A petition filed in accordance with Chapter 11 of the Regulations.

~~(1)~~(6) One-time Utility Adjustment Petition. A petition filed in accordance with Chapter 13 of the Regulations.

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

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

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

oo. **Recognized Tenant Organization.** Any group of Tenants residing in Rental Units in the same building or in different buildings operated by the same management company, agent, or Landlord who choose to be so designated. This shall also include any other at-large organization that represents the interest of Tenants.

- pe. Relocation Assistance.** Financial assistance in the amounts set forth in Mountain View City Code, Article XIII, Section 36.38.15, including, without limitation, Subsection 36.38.15(d), regarding “special-circumstances” households as defined in Mountain View City Code, Article XIII, Section 36.38.05(g) as such provision may be amended or recodified from time to time.
- qp. Rent.** All periodic payments and all nonmonetary consideration, including, but not limited to, the fair-market value of goods, labor performed, or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement concerning the use or occupancy of a Rental Unit and premises and attendant Housing Services, including all payment and consideration demanded or paid for parking, Utility Charges, pets, furniture, and/or subletting.
- (1) For the purposes of the CSFRA and these Regulations, a fee charged by a Landlord to recover any costs associated with reporting a Tenant’s positive rental payment information to a consumer reporting agency pursuant to California Civil Code Section 1954.07 does not constitute “Rent,” provided such fee is compliant with the limitations in California Civil Code Section 1954.07. In accordance with state law, failure to pay this fee by the Tenant shall not be cause for termination of the tenancy (whether pursuant to California Code of Civil Procedure Section 1161 or otherwise), and a Landlord may not deduct the unpaid fee from a Tenant’s security deposit.
- rq. Rent Refund.** The term “Rent Refund” refers to a payment or credit provided to a Tenant by a Landlord where the Landlord charged Rent for the fully covered rental unit above what was permitted by the CSFRA.
- sf. Rent Rollback.** The term “Rent Rollback” refers to the act of lowering the effective Rent for a fully covered rental unit to the lawful Rent. A Rent Rollback does not include any temporary decrease in the effective Rent for a fully covered rental unit ordered by a Hearing Officer or the Rental Housing Committee pursuant to CSFRA Sections 1710(b) (Petition for Downward Adjustment—Failure to Maintain Habitable Premises) and (c) (Petition for Downward Adjustment—Decrease in Housing Services or Maintenance).
- ts. 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.
- ut. Rental Housing Fee.** The fee described in Subsection 1709(j)(1) [of the City Charter CSFRA](#) [herein](#).
- vu. 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.

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

xw. **Substantial Compliance and/or Substantially Compliant.** Meets the requirements as defined in Table 1 of Chapter 12 of the Regulations.

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

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

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

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

COMMUNITY STABILIZATION AND FAIR RENT ACT
REGULATIONS

CHAPTER 3
RULES OF CONDUCT FOR
RENTAL HOUSING COMMITTEE MEETINGS

A.	Officers, Chair, and Vice Chair	1
1.	Election and Officers	1
2.	Powers and Duties of Chair	1
3.	Powers and Duties of Vice Chair	1
4.	Vacancy in Office	1
5.	Chair Pro Tempore	2
B.	Meetings	2
1.	General	2
2.	Regular Meetings	2
3.	Special Meetings	2
4.	Adjournment—Adjourned Meetings	2
5.	Continuance	2
6.	Closed Sessions	3
C.	Meeting Agenda and Procedure	3
1.	Agenda	3
2.	Quorum	4
3.	Order of Business	4
4.	Voting	<u>65</u>
5.	Manner and Recordation of Votes	<u>65</u>
6.	Reconsideration of Vote	6
7.	Discussion through Chair Only; Limitation of Discussion; Disqualification of Members	6
8.	Motions, Debate Thereof, and Debate Limited to Members of Committee	6
9.	Communications—Filing, Report, and Inspection Thereof	6
10.	Minutes of the Meeting	<u>76</u>
11.	Documents and Objects Presented to Committee; Filing and Inspection Thereof	7
12.	Matters Not on Agenda	7
13.	Records	7
D.	State of Emergency	7

A. Officers, Chair, and Vice Chair

1. Election and Officers. The Committee shall, in the first regular session of each year, elect from their members a Chair and Vice Chair. Following the initial appointment, the term of office shall be for one (1) year. The Chair and Vice Chair shall serve at the pleasure of the Committee during the term of office and may be removed from office by the Committee at any time for any reason. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the members shall elect a new Chair.
2. Powers and Duties of Chair. The Chair shall have the following powers and duties:
 - a. Preside at all meetings of the Committee and at all hearings conducted by the Committee.
 - b. Sign all written resolutions of the Committee and all minutes of all meetings or hearings of the Committee, which shall have been approved by the Committee.
 - c. The Chair shall perform such other duties as may be required of the Chair either by State law or by resolution or order of the Committee consistent with State law and shall perform such other duties as may be necessary to perform the required duties of the Chair.
 - d. Meet with staff as appropriate to set the agenda for Committee meetings.
3. Powers and Duties of Vice Chair. The Vice Chair shall have the following powers and duties:
 - a. The Vice Chair shall have and perform all powers and duties of the Chair in the event of and during the absence or disability of the Chair.
 - b. The Vice Chair shall preside as Chair at all meetings and hearings of the Committee in the event of and during the absence or disability of the Chair.
 - c. The Vice Chair shall perform such other duties as may be required of the Vice Chair either by State law or by resolution or order of the Committee consistent with State law and such other duties as may be necessary to perform the required duties of the Vice Chair.
4. Vacancy in Office. If the Chair or Vice Chair should cease to be a member of the Committee, or if for any other reason the office of the Chair or Vice Chair should become vacant prior to the expiration of the term of office, the Committee shall elect a successor to the office of Chair or Vice Chair for the unexpired portion of the term.

5. Chair Pro Tempore. In the event of vacancies in offices of the Chair and Vice Chair, or in the event of the absence of the Chair and Vice Chair, at the time of any meeting, the Committee may elect one of its members Chair Pro Tempore to preside over such meeting during such vacancies or absences. The Chair Pro Tempore shall have all the powers and duties of the Chair during such meeting.

B. Meetings

1. General. Except as otherwise provided by this Article, meetings of the Committee shall be open and public and shall comply with the requirements of the Brown Act. Except as provided by the Committee, the procedure to be followed by the Committee at its meetings shall be that set forth in Rosenberg's Rules of Order, provided, further, that the failure to follow Rosenberg's Rules of Order shall not invalidate any action taken. Furthermore, such failure or deviation or waiver does not convey any right or cause of action to third parties.
2. Regular Meetings. The Committee shall establish a Regular Meeting schedule annually. Meetings shall be held ~~at 7:00 p.m.~~ in the ~~Plaza Conference Room~~ Council Chambers located at 500 Castro Street, Mountain View, CA 94040 unless otherwise noted.
3. Special Meetings. A Special Meeting may be called subject to the requirements of the Brown Act.
4. Adjournment—Adjourned Meetings. ~~A majority of members present at a~~ The Committee may adjourn any Regular, Adjourned Regular, Special, or Adjourned Special Meeting, even though less than a quorum, may adjourn the meeting to a time and place specified in the order of adjournment; ~~a majority of members present, even though less than a quorum, may so adjourn~~. If all members are absent from a Regular or Adjourned Regular Meeting, the Committee may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the manner ~~provided in Section 202~~ as required by the Brown Act for Special Meetings ~~unless the notice is waived as provided for Special Meetings~~. A copy of the order or notice of adjournment shall be posted conspicuously on or near the door of the place where the Regular, Adjourned Regular, Special, or Adjourned Special Meeting was held within twenty-four (24) hours after the time of adjournment.

~~When an order of adjournment of any meeting fails to state the hour at which the Adjourned Meeting is to be held, it shall be held at the hour specified for Regular Meetings in Section 201 of these rules and regulations.~~
5. Continuance. A convened meeting, or any meeting ordered or noticed to be held, may, by order or notice of continuance, be continued or recontinued to any

subsequent meeting of the Committee in the same manner and to the same extent set forth in ~~Section 503 subsection 4 above~~ for the adjournment of meetings; ~~provided, if a hearing is continued to a time less than twenty four (24) hours after the time specified in the notice or order of hearing, a copy of the order notice of continuance shall be posted immediately following the meeting which orders or declares the continuance.~~

6. Closed Sessions. Every meeting of the Committee shall be open and public; provided, however, that the Committee may hold a Closed Session during a Regular or Special Meeting to consider items as provided under the Brown Act. The public must be afforded an opportunity to comment on Closed Session items prior to adjournment to Closed Session.

C. Meeting Agenda and Procedure

1. Agenda. The Committee shall provide for an agenda and may regulate or limit business to be considered by the Committee at any meeting.
 - a. Order of Agenda Items. At Committee meetings, the regular order of business shall be conducted in accordance with the agenda prepared for the meeting. The Chair, with the ~~consensus~~approval of the Committee, may change the order of the items or matters listed on each meeting's agenda at any meeting. The Committee may, from time to time, adopt a revised agenda and order of business as is consistent with the Brown Act and as may be convenient or desirable for the conduct of Committee business.
 - b. Committee Member Request for Agendizing.
 - Generally, the ~~Program Administrator~~Division Manager shall determine, in consultation with the Chair, which items are placed on the agenda and the timing for scheduling such items.
 - If a Committee member makes a request for an item to be agendized, the ~~Program Administrator~~Division Manager, in consultation with the Chair, shall determine whether the item may be agendized for the Committee's next meeting. If the ~~Program Administrator~~Division Manager, in consultation with the Chair, determines that the item requires greater lead time for staff to prepare, the request (rather than the item) shall be agendized for the Committee's next meeting to ask the Committee if the item shall be placed on a future agenda.

c. Public Input.

- An individual speaker shall have three (3) minutes to address the Committee. A speaker who represents five (5) or more persons of the public may have ten (10) minutes to address the Committee, if the Chair determines that such extension will reduce the total number of speakers who planned to speak.

Public Input on Agendized Items. For any single agendized item, if there appear to be fifteen (15) or more speakers and the Committee might not be able to conclude the scheduled agenda items for that meeting if speakers were allotted three (3) minutes each, the Chair may reduce speaking time to no less than two (2) minutes per speaker unless there is an objection from the Committee, in which case majority vote shall decide the issue without debate.

Public Input on Nonagendized Items. For the Oral Communications from the Public on Nonagendized Items, if there appear to be fifteen (15) or more speakers and the Committee might not be able to conclude the scheduled agenda items for that meeting if speakers were allotted three (3) minutes each, the Chair may reduce speaking time to no less than two (2) minutes per speaker unless there is an objection from the Committee, in which case majority vote shall decide the issue without debate.

- The Chair may extend the speaker time limits as deemed necessary if there is no objection from the Committee. If there is an objection, a majority vote shall decide the issue.
 - Speaker Cards. Members of the public who wish to address the Committee may complete a speaker card provided giving their name and city of residence. If the speaker wants further notification from the Committee, the speaker may include a mailing or email address.
2. Quorum. Three (3) members, being a majority of the total authorized membership of the Committee, shall constitute a quorum to transact business. A lesser number of members present at a meeting may constitute a quorum solely to adjourn the meeting or adjourn the meeting to a stated time.
3. Order of Business. The Committee shall conduct business in the following order, except as the order may be adjusted pursuant to Section 600:
- a. Call to Order.
 - b. Roll Call.

c. Minutes Approval.

d. Consent Calendar.

Items that have been reviewed by the staff and considered to be noncontroversial, requiring only routine action by the Committee, shall be listed on the "Consent Calendar." The presiding officer shall advise the attendees that Consent Calendar matters will be adopted by one (1) motion unless any Committee member, or any individual or organization interested in one or more Consent Calendar matters, has any question or wished to make a statement. In that event the remainder of the Consent Calendar may be approved, the presiding officer will open the items pulled from the Consent Calendar, unless the Committee requests they be considered elsewhere on the agenda.

e. Oral Communications from the Public on Nonagendized Items.

Any person may address the Committee on any matter within the Committee's subject matter jurisdiction that is not scheduled elsewhere on the agenda. Under State law, the Committee may take no action on items raised under this item unless the item is then scheduled on a future agenda.

f. Appeal Hearings.

The Committee will consider matters in which it is required to make a decision concerning a petition for an individual rent adjustment.

g. Public Hearing.

~~As specifically required by law, or as previously agreed by the Committee, the Committee will hold a public hearing on the adoption or substantive amendment of any regulation or rule, or the adoption of a resolution necessary to implement any regulation or rule.~~

h. Unfinished Business.

i. New Business.

j. Committee/Staff Reports.

k. Closed Session Report.

l. Adjournment.

4. Voting. No action shall be taken by the Committee except by affirmative vote of not less than three (3) members of the Committee, provided a majority of a lesser number present may adjourn or adjourn to a stated time.
5. Manner and Recordation of Votes. Voting by members of the Committee shall be by “ayes” and “noes,” and the result of each vote shall be entered in the record of the Committee proceedings. Upon the request of any Committee member or as required by the Brown Act, a roll call vote shall be taken on any matter upon which a vote is called, and each vote shall be recorded.
6. Reconsideration of Vote. No reconsideration of any decision by the Committee shall be had except on motion by a Committee member to reconsider the vote made, acted on, and carried at the same meeting at which the original decision was made. A Committee member who voted on the prevailing side of the prior motion must make the motion.
7. Discussion through Chair Only; Limitation of Discussion; Disqualification of Members. Discourse shall not be had directly among members of the Committee nor between persons in attendance and members of the Committee. Persons in attendance may address the Committee or members thereof only through the Chair.

Any member who is legally disqualified from participating in Committee action on any particular matter shall take no part in the discussion, debate, or vote on such matter, and as soon as such matter is reached on the agenda, such member shall disclose the member’s disqualification and the reason therefor, or, if disqualification is not known to the member at the time such matter is reached on the agenda, the member shall make such disclosure as soon as the disqualification is known to that member.

8. Motions, Debate Thereof, and Debate Limited to Members of Committee. No debate of a motion shall be permitted prior to a second of the motion. As a member of the Committee, the Chair has all rights and privileges as other members and may make motions and participate in the debate of all items. When a motion is made and seconded, it shall be stated by the Chair before being debated, and such debate shall be limited to members of the Committee only. Members of the Committee may speak in debate of a motion only upon addressing the Chair and being recognized by the Chair. After the Chair has started to take the vote on the motion, there shall be no further debate except that members of the Committee may be allowed to explain their vote.
9. Communications—Filing, Report, and Inspection Thereof. All written communications regarding the agenda of a meeting shall be filed with the Committee at such meeting and shall be so marked, and a copy shall be provided to each Committee member. Upon the request of any member of the Committee present at the meeting, any such communication shall be read aloud in its entirety. Such communications may be

inspected at any time by any member of the Committee and will be made available to the public.

10. Minutes of the Meeting.

- a. Preparation. The Committee shall keep written minutes that shall become the official records of the Committee provided that a record shall be required to be made only of business actually passed upon by a vote of the Committee and shall not be required to record any remarks of Committee members or of any other person except at the special request of a Committee member. The Committee shall secure the necessary equipment for recording meetings and make recordings available in the current medium when determined to be practical by the Committee or as directed by the Committee.

As soon as possible after each Committee meeting, the Committee shall ~~provide the Committee with a copy of the~~produce draft minutes in the agenda packet for approval at the next regularly scheduled Committee meeting. The draft minutes will also be posted on the City's website.

- b. Reading of Minutes. Unless the reading of the minutes of a Committee meeting is requested by a Committee member, the minutes may be approved without reading if each member of the Committee has previously been furnished a copy.

11. Documents and Objects Presented to Committee; Filing and Inspection Thereof. All documents and all physical objects presented to the Committee at any meeting by any person shall be filed with the Committee at such meeting and shall be so marked by the Committee. Any such document or object filed with the Committee may be inspected at any time by any member of the Committee. At the discretion of the Chair, true copies or photographs of such documents and objects may be filed in lieu of the originals thereof.

12. Matters Not on Agenda. State law prohibits the Committee from acting on or discussing any item not on the agenda, except under special circumstances. The Committee or staff may briefly respond to statements made or questions posed and may request staff to report back at a subsequent meeting.

13. Records. All books, records, papers, tapes, and minutes of the Committee meetings shall be maintained in the Office of the City Clerk, Mountain View City Hall, 500 Castro Street, Mountain View, California.

D. State of Emergency

The Committee finds that during a state of emergency (as defined below) or a local emergency (as defined below) that the protections of the Community Stabilization and Fair

Rent Act (CSFRA), including protections from excessive rent increases and no-fault evictions, are even more necessary in order to protect against displacement and threats to the public health, safety, and welfare, and, therefore, during any state of emergency or local emergency, the Committee shall not adopt any regulations or take any action that would reduce or suspend protections of the CSFRA related to excessive rent increases and no-fault evictions. Nothing herein shall prevent the Committee from adopting regulations and taking actions during a state of emergency or a local emergency specifically addressing the impacts of such an emergency, provided such regulations or actions do not reduce the protections related to excessive rent increases and no-fault evictions provided by the CSFRA.

For purposes of this regulation, the following terms shall have the following meanings:

“State of emergency” means any natural or man-made emergency resulting from an earthquake, flood, fire, riot, storm, disease, epidemic or pandemic, or government action in response to an epidemic or pandemic, or other natural or man-made disaster for which a state of emergency has been declared by the Governor of California, covering area that includes the City of Mountain View.

“Local emergency” means any natural or man-made emergency resulting from an earthquake, flood, fire, riot, storm, disease, epidemic or pandemic, or government action in response to an epidemic or pandemic, or other natural or man-made disaster for which a state of emergency has been declared by an official, board, or other governing body vested with authority to make that declaration covering the City of Mountain View.