

**City of Alameda**  
**Rent Ordinance Regulation 20-02**  
**Grounds for Downward Rent Adjustments**

## RENT ORDINANCE REGULATION 20-02

IMPLEMENTING REGULATION CONCERNING DECREASES IN HOUSING SERVICES, LIVING SPACE OR AMENITIES; SUBSTANTIAL DETERIORATION OF THE RENTAL UNIT, THE LANDLORD'S FAILURE TO COMPLY WITH THE CURRENT RENT CONTROL ORDINANCE AND/OR WITH PREVIOUSLY ADOPTED RENT CONTROL/STABILIZATION ORDINANCES OR THE LANDLORD'S AFFIRMATIVE ACTS THAT DISTURB THE PEACE AND QUIET ENJOYMENT OF A TENANT

Whereas, on September 17, 2019, the City Council of the City of Alameda adopted a Rent Ordinance 3250 (beginning at Section 6-58.10 and following of the Alameda Municipal Code), restating previous Ordinances concerning rent control, limitations on evictions and relocation payments to certain tenants; and

Whereas, from time to time, Rent Ordinance 3250 may be amended or further restated; and

Whereas, Section 6-58.155, Alameda Municipal Code (all further section references are to the Alameda Municipal Code unless stated otherwise) provides that the Program Administrator has the authority to promulgate regulations to implement the requirements of the Ordinance; and

Whereas, subsection A of Section 6-58.75 provides that a Tenant may file a petition with the Program Administrator to request a downward adjustment of the Maximum Allowable Rent; and

Whereas, subsection H of Section 6-58.75 provides that in making an individual downward adjustment of Rent, the Hearing Officer may consider: decreases in Housing Services, living space, or amenities; substantial deterioration of the Rental Unit other than as a result of ordinary wear and tear; the Landlord's failure to comply with applicable housing, health and safety codes; or the Landlord's failure to comply with the Ordinance; however, these factors are not the exclusive grounds that the Hearing Officer may consider in making an individual downward adjustment rent; and

Whereas, previously adopted rent control and stabilization ordinances adopted by the City provided that if a Landlord failed to provide a certain notice to a Tenant concerning the availability of the Rent Review Advisory Committee to review a Rent Increase, the Rent Increase would be null and void and a Hearing Officer in considering an individual downward adjustment of rent may consider whether a Landlord complied with providing such notice to a Tenant.

Now, therefore, the following Regulation is adopted to implement and clarify provisions of subsection H of Section 6-58.75.

1. Grounds for Downward Rent Adjustments.

- A. *Decreases in Housing Services or Living Space.* The Rent shall be adjusted downward where a Tenant suffers a decrease in Housing Services, as defined in Section 6-58.15, from the Housing Services that were in effect at the inception of the Tenant's tenancy or to suffer a decrease in living space from the living space that was provided at the inception of the tenancy without a corresponding decrease in rent.
- B. *Inadequate Housing Services and Substantial Deterioration.* The Rent shall be adjusted downward for any substantial deterioration in a Rental Unit and/or for any failure to provide adequate Housing Services occurring during the tenancy without a corresponding decrease in rent. A substantial deterioration means a noticeable decline in the physical quality of the Rental Unit resulting from the failure to perform reasonable or timely maintenance of the Rental Unit. Failure to provide adequate Housing Services means a failure to provide Housing Services necessary to operate and maintain a Rental Unit in compliance with all applicable state and local laws and with the terms of any Rental Agreement, as defined in Section 6-58.15.
- C. *Code Violations and Breach of the Warranty of Habitability.* A substantial lack of any of the affirmative standard characteristics of habitability set forth in Civil Code, Section 1941.1 shall be deemed a breach of the warranty of habitability and the allowable Rent shall be decreased by no less than 10% until the condition is corrected. A breach of the warranty of habitability occurs when the Rental Unit is not in compliance with any applicable building or housing code standards that materially affect health and safety.
- D. *Landlord's Failure to Comply with Rent Control or Rent Stabilization Ordinances.* The rent shall be adjusted downward where the Landlord has failed to comply with the current Rent Control Ordinance and/or where the Landlord has failed to comply with any other

previously adopted rent control or rent stabilization ordinances of the City, in addition to any regulations promulgated to implement such ordinances (“Rent Laws”).

- E. *Activities Over Which the Landlord Has Control.* The Rent shall be adjusted downward where the Landlord has engaged in, caused, or failed to address reasonably, work or other activities at the rental property, such as construction or other noise inducing activities over which the Landlord has control, that over a period of time unreasonably disturbs the peace and quiet enjoyment of a Tenant; provided, however, the downward rent adjustment process shall not be available and may not be utilized to address impacts created by other Tenants(s), such as Tenant noise or Tenant activities which may disturb the peace and quiet enjoyment of another Tenant.
  
- F. *Doubling of Rent Increase.* The Rent decrease under subsections A or B of this Section 1 shall be automatically doubled prospectively if proof of correction of the violation is not submitted to the Program Administrator within 35 calendar days of the mailing of the Hearing Officer's decision unless the Landlord establishes to the Program Administrator's satisfaction that the violation cannot be corrected within that time frame due to circumstances beyond the control of the Landlord but that the Landlord is diligently pursuing efforts to correct the violation.

- 2. Adjustments. If a Hearing Officer finds that the preponderance of evidence supports a downward adjustment of rent, the adjustment may be retroactive and/or prospective, depending on the facts.
  
- 3. Calculation of Corresponding Downward Rent Adjustment. The Hearing Officer shall calculate the amount of rent decrease by taking into consideration factors including, but not limited to, the Landlord's knowledge of the issue resulting in the reduction in services, the current rent of the Rental Unit, the extent to which the reduction in services affects the Tenant, and the prevailing market value of the Housing Service. In determining the amount of the downward adjustment of rent, the Hearing Officer may consider the reasonable replacement cost of the Housing Service/living space in question. If a Housing Service is temporarily interrupted as the necessary result of needed repairs, the Hearing Officer may use this fact to decide against a corresponding reduction in Rent when the Landlord restores (or if the Landlord has restored) the reduced Housing Services within a reasonable amount of time. The Hearing Officer shall not grant a

decrease in the Maximum Allowable Rent due to a decrease in Housing Services or living space that is the direct result of intentional action on the part of the Tenant, the Tenant's guests or invitees, to purposely cause a decrease in Housing Services or living space, or as a result of a fire, flood, earthquake or other natural disaster, or other event beyond the control of the Landlord and the Landlord did not cause or contribute to the condition that gave rise to the decrease in Housing Services or living space. Where the Hearing Officer grants a downward adjustment of Rent due to the Landlord's failure to comply with Rent Laws or activities over which the Landlord has control, the Hearing Officer may consider the length of the Landlord's failure to comply or the length of the disturbing work or other activities, whether the Landlord is currently in compliance with the Rent Laws, has ceased the disturbing work or other activities, or has taken steps to render the work or other activities non-disturbing, and whether the failure to comply with the Rent Laws or the activities over which the Landlord has control have had a negative fiscal impact on the Tenant. Where the grounds upon which the Hearing Officer has granted a downward adjustment of Rent exist at the time of the hearing, the Hearing Officer will retain jurisdiction of the matter to determine, for example, if the Landlord has submitted sufficient proof that the condition that gave rise to the downward adjustment of Rent no longer exists.

4. Reimbursement or Rent Credit to Tenant. If the Hearing Officer has granted a downward adjustment of Rent resulting in a lump sum reimbursement to the Tenant ("reimbursement"), the Landlord shall pay the Tenant the entire reimbursement within 20 days of the date of the Hearing Officer's decision, unless the Hearing Officer orders the payment of the reimbursement to be over a longer period of time. In this latter case, if the tenancy ends before the Landlord has paid the tenant the full amount of the reimbursement, the Landlord must within 30 days of the end of the tenancy pay the tenant for any unpaid amount of the reimbursement. The Hearing Officer may provide in the Hearing Officer's decision that, in lieu of the Landlord's providing reimbursement to the Tenant, the Landlord may apply the reimbursement as a credit against the Tenant's future rent. If the Hearing Officer's decision provides this option for the Landlord, the Hearing Officer shall indicate over how many months the credit will be applied, in addition to the precise monthly amount the Tenant shall withhold from the rent until the credit is completely drawn down; provided, however, that if the tenancy ends before all the credit has been applied, then the Landlord must within 30 days of the end of the tenancy pay the Tenant the full amount of any remaining reimbursement.

5. Effective Date of Rent Reductions. The downward adjustment of the rent under this Regulation shall be effective from the date the Landlord first knew or should have known of the reduction in Housing Services or living space, substantial deterioration or inadequate Housing Services, code violation(s), conditions that constitute a breach of the warranty of habitability, failure to comply with the current Ordinance or previously adopted rent control or rent stabilization ordinances or conditions that unreasonably disturb the peace and quiet enjoyment of a Tenant.
  
6. Termination of a Downward Rent Adjustment.
  - A. Where a Hearing Officer has granted a downward adjustment of Rent based on then existing conditions, a Landlord must file a written request for the Rent to be restored to its allowable level, on a form provided by the Program Administrator. The form must be accompanied by proof to substantiate the conditions for which the reduction was granted no longer exist.
  
  - B. The Program Administrator shall inform the affected Tenant(s) in writing that such a request has been made. Within fifteen calendar days of the date of this notice, the affected Tenant(s) may file a written statement objecting to the request to terminate the downward rent adjustment, on a form provided by the Program Administrator and including any relevant documents or evidence to support the objection.
  
  - C. If no timely objection is filed, the Tenant shall pay the allowable Rent on the date the next Rent payment is due.
  
  - D. If the Tenant files a timely objection, the Hearing Officer shall make a determination if the downward adjustment of Rent will be terminated after evaluating the statements and evidence presented.
  
  - E. The termination of the downward rent adjustment does not constitute a Rent Increase, and, following a restoration of the rent to its allowable level, a Landlord may notice a permissible Rent Increase as set forth in the Ordinance.
  
7. Time Limits. The reduction of rent may not exceed three years retroactive from the date of the Tenant files the petition for such adjustment. Where a landlord imposed a Rent Increase in violation of a previously adopted rent control or rent stabilization Ordinance, the Hearing Officer shall reset the

Rent to the correct Rent, regardless of when the Tenant has filed a petition but the Hearing Officer shall order reimbursement for no more than three years before the date the Tenant filed the petition.

8. Tenant's Notice of Housing Service Reduction. A Tenant who files a petition for a downward adjustment of rent must establish the basis for the reduction including establishing when the Landlord first received notice of the decreased Housing Services or living space, substantial deterioration or inadequate Housing Services, code violations, breach of the warranty of habitability, failure to comply with the current Ordinance or previously adopted rent control or rent stabilization ordinances, or of the conditions that unreasonably disturbed the peace and quiet enjoyment of a Tenant. Notice may be actual or constructive and a Landlord is deemed to have notice of any condition at the inception of the tenancy that would have been disclosed by a reasonable inspection of the Rental Unit.
9. Overlap of Grounds for a Downward Rent Reduction. To the extent the Hearing Officer finds that the grounds for a downward adjustment of Rent overlap, for example, a particular condition could be a substantial deterioration and a code violation, the percentage reduction shall not be cumulative. The Hearing Officer, however, must consider each of the grounds for a downward adjustment of the Rent separately and, if such exists, render a decision concerning each of the grounds.
10. Remedies. A Tenant may pursue all other remedies under applicable law in addition to submitting a petition for a reduction in housing services. If a Hearing Officer finds that a reduction of Housing Services affects more than one Tenant, the Hearing Officer may order the Landlord to provide a similar adjustment of Rent to Tenants similarly affected.

Date: May 26, 2020

Revised: June 22, 2023

Rent Program Administrator



**City of Berkeley**  
**Rent Board Regs. Ch. 12 Sec. 1269**  
**Decrease in Space or Services**



1269. Changes in Space or Services

(A) Increase in Space or Services. Rent ceilings may be adjusted upward when there is an increase to the usable space or the housing services beyond that which was provided to a unit on May 31, 1980 or when the base rent was first established.

1. Additional space. Where a landlord adds habitable living space to a unit, other than by merely reconfiguring existing residential rental space, the lawful rent ceiling for such unit shall be permanently increased by 1.042% of the cost of adding such additional space to the existing unit. The supporting documentation must substantiate the nature and cost of the claimed additional space and may include copies of invoices, signed contracts, material and labor receipts, self labor logs, proof of entitlement to skilled labor rate (if claimed), canceled checks or any other items of documentation accepted and used in the normal course of business. Reports which merely summarize or refer to undocumented expenditures are not, by themselves, adequate substantiation. Hearing Examiners shall weigh and evaluate the nature of the documentation submitted as substantiation, and may require additional proof. Evidence of compliance with applicable permit requirements and correction of any cited code violations may also be required.

For increases in space for which on-site construction commenced before April 17, 1995, the owner may elect, as an alternative to the rent adjustment set forth above, a permanent rent increase equal to \$1.00 per square foot of habitable living space added to the unit.

2. Additional services. Where a landlord adds non-habitable space or increases the services provided to a unit, the lawful rent ceiling for such unit shall be increased by an amount representing the market value of the additional space or increased services.

If the additional services and proposed rent adjustment are agreed to in writing by the landlord and tenants, the Board shall approve the proposed rent increase unless it can be shown that the agreement clearly violates the Ordinance. Increases may be denied if a tenant objects and the added space or services do not clearly benefit a majority of the affected tenants. If the additional space or services are subsequently reduced or eliminated, the rent increase authorized herein shall be reduced or terminated. If a rent increase is granted under this subsection, no additional rent increase shall be granted under Regulation 1264 or 1267 for materials or labor involved in providing the space or service. Any increase for an additional bedroom shall result in an increase to the base occupancy level for an additional occupant.

The addition of furniture or furnishings will not be considered an increase in services eligible for a permanent rent increase, but may be the subject of a separate agreement under Regulation 1012.

(B) Decrease in Space or Services; Substantial Deterioration; Failure to Provide Adequate Services; Failure to Comply with Codes, the Warranty of Habitability or the Rental Agreement.

1. **Decreases in Space or Services.** Rent ceilings shall be adjusted downward where a landlord causes a tenant to suffer a decrease in housing services or living space, from the services and space that were provided at the unit on May 31, 1980, or from any additional services or space provided at the beginning of the tenancy pursuant to the rental agreement. For tenancies beginning after January 1, 1999, rent ceilings shall be adjusted downward only where a landlord causes a tenant to suffer a decrease in housing services or living space from that which was provided at the beginning of the tenancy pursuant to the rental agreement. It shall be presumed that any space or service provided at the beginning of the tenancy was provided pursuant to the rental agreement. The amount of the rent decrease is calculated by multiplying the percentage of impairment of the tenant's use of and benefit from the unit (as a result of the reduction in living space or housing services) by the rent ceiling in effect at the time of the impairment, and for past decreases, multiplied by the period of time the impairment existed. In determining the amount of the downward rent adjustment by the percentage of impairment of use/benefit method, the hearing examiner may consider the reasonable replacement cost of the space or service in question. Any rent ceiling reductions pursuant to this subsection shall terminate on the date of the first rent payment due after adequate proof has been submitted to the Board that the space or service has been restored.

2. **Denial of Petitions for Unilateral Removal.** The Board will not accept petitions from landlords who seek a rent ceiling decrease for the unilateral removal or reduction of space or services from a tenant's base level space or services. Petitions shall be accepted only when a tenant has expressly agreed in writing to the removal of such space or services. "Base level space or services" are the housing services or living space that were provided at the unit on May 31, 1980, and any additional services or space provided at the beginning of the tenancy pursuant to the rental agreement; except that, for tenancies beginning on or after January 1, 1999, "base level space or services" are the housing services or living space that were provided at the beginning of the tenancy pursuant to the rental agreement.

3. **Substantial Deterioration, Inadequate Services.** Rent ceilings shall be adjusted downward for any substantial deterioration in a rental unit and/or for any failure to provide adequate housing services occurring during the petitioner's tenancy. The amount of the rent decrease is calculated by multiplying the percentage of impairment of the tenant's use of and benefit from the unit (as a result of the deterioration or failure to provide adequate service) by the rent ceiling in effect at the time of the impairment. For purposes of this subsection, a substantial deterioration means a noticeable decline in the physical quality of the rental unit resulting from a failure to perform reasonable or timely maintenance and adequate housing services means all services necessary to operate and maintain a rental property in compliance with all applicable state and local laws and with the terms of the rental agreement.

4. **Code Violations, Breach of the Warranty of Habitability.** Rent ceilings shall be adjusted downward for any failure to substantially comply with applicable state rental housing laws, the warranty of habitability or local housing and safety codes. The amount of the rent decrease is calculated by multiplying the percentage of impairment of the tenants' use of and benefit from the unit (as a result of the violation, breach or failure to comply) by the rent ceiling in effect at the time of the impairment. Where a condition at the rental unit threatens the health or safety of the occupants but does not actually impair the use of the unit, the rent ceiling decrease

shall be in an amount that reflects the reduction in value of the premises due to the unsafe or unhealthy condition. A substantial lack of any of the affirmative standard characteristics for tenantability set forth in Civil Code section 1941.1(a) shall be deemed a violation of the warranty of habitability and the rent ceiling shall be decreased by no less than 10% or, for a violation of subsections (2), (3) or (4) of Civil Code section 1941.1(a), no less than 20%, until the condition is corrected, notwithstanding seasonal variations in or an absence of impairment to a tenant's use of or benefit from the unit. The rent decrease authorized under this subsection for a violation of the warranty of habitability or for a code violation that poses a significant threat to the health or safety of tenants (e.g., dangerous window bars, missing smoke detector) shall be automatically doubled prospectively if proof of correction of the violation is not submitted to the Rent Board within 35 days of mailing of the hearing examiner's decision unless the landlord establishes that the violation cannot be corrected within that time due to circumstances beyond the landlord's control. For purposes of this subsection, a breach of the warranty of habitability occurs when the rental premises are not in substantial compliance with applicable building and housing code standards, which materially affect health and safety. Minor housing code violations which do not interfere with bare living requirements do not constitute a breach of the warranty of habitability.

5. Rent ceiling reductions pursuant to subsections (3) and (4) of this regulation shall be effective from the date the landlord first had notice of the deteriorated condition, service inadequacy, or code or habitability violation in question and shall terminate on the date of the first rent payment due after adequate proof has been submitted to the Board that the condition for which the reduction was granted no longer exists. A tenant who files a petition pursuant to this regulation must be able to establish the basis for the reduction and when the landlord first received notice of the decreased service, deterioration, code or habitability violation. Notice may be actual or constructive. A landlord is deemed to have notice of any condition existing at the inception of a tenancy that would have been disclosed by a reasonable inspection of the premises. A copy of a housing code inspection report from the City of Berkeley department responsible for the residential rental inspection program should be submitted with the petition.

[Effective Date: 08/01/81; subsection (A) amended 05/05/91, 05/08/92, 06/09/95, 04/11/97; subsection (B) amended 04/11/97, 09/09/98, 04/05/99, 08/05/02, 08/18/03, amended subsection (B) and (B)1; subsection (B)2 added 11/18/13; amended subsection (B)4 to refer to correct sections of California State Civil Code section 1941.1 on 12/17/18, amended Section (B)5. to refer only to subsections (3) and (4) – 9/19/19]

**City of Los Angeles**  
**Rent Adjustment Commission Sec. 410.00**  
**Reduction in Housing Services**



# REDUCTION IN HOUSING SERVICES

**Rent Adjustment Commission Regulations • Section 410.00 • Effective Date 11-17-1982  
•Amended 06-01-2006, 01-16-2013,06-20-2018, 07-01-2019**

**410.00 REDUCTION IN HOUSING SERVICES**

**410.01 AUTHORITY OF COMMISSION TO REGULATE**

**410.02** The Rent Adjustment Commission (the Commission) promulgates these regulations on reduction in housing services so that a corresponding reduction in rent can be determined to avoid an increase in rent in violation of the Rent Stabilization Ordinance (LAMC Sec. 151.02, Definition of Rent Increase).

**410.03** A tenant rents an apartment with the appurtenant housing services available at the time of renting the apartment. Landlords who reduce housing services without a corresponding reduction in rent effectuate an increase in rent. The purpose of these regulations is to guide the Los Angeles Housing + Community Investment Department in its evaluation of a corresponding reasonable reduction in rent.

**410.04** Housing services are services that are connected with the use or occupancy of a rental unit including, but not limited to, utilities (including light, heat, water and telephone), ordinary repairs or replacement, and maintenance including painting. The term also includes the provision of elevator service, laundry facilities and privileges, common recreational facilities, janitor service, resident manager, refuse removal, furnishings, food service, parking and any other benefits, privileges or facilities. (LAMC Sec. 151.02, Definition of Housing Services).

**411.00 SCOPE OF REGULATIONS**

**411.01** When a tenant makes a complaint that there has been a reduction in housing services in violation of housing codes related to habitability of a dwelling under California Health & Safety Code 17920.3 or 17920.10, the Los Angeles Housing + Community Investment Department will determine a corresponding reduction in rent under the Rent Escrow Account Program regulations (RAC Regulations 1200.00 et. Seq.

**411.02** When a tenant makes a complaint that there has been a reduction in housing services and those services do not correspond to the habitability of a dwelling under California Health & Safety Code 17920.3 or 17920.10, the Los Angeles Housing + Community Investment Department will determine a corresponding reduction in rent under regulations 413.00 et seq. and 414.00 et. seq. below.



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# REDUCTION IN HOUSING SERVICES

Rent Adjustment Commission Regulations • Section 410.00 • Effective Date 11-17-1982  
•Amended 06-01-2006, 01-16-2013,06-20-2018, 07-01-2019

- 411.03** A reduction of rent is applicable to all housing services, regardless of whether the housing service was created or established in violation of any provision of law.
- 411.04** The Commission promulgates the regulations for calculation of the corresponding reduction in rent in Section 413.00 to enable the Los Angeles Housing + Community Investment Department's Rent Investigations Unit to evaluate the evidence presented for determination of a reasonable corresponding reduction in rent for a reduction in housing services.
- 411.05** The Commission promulgates the Valuation Guidelines in Section 414.00 as guidelines only. They are not necessarily determinative of the value of Housing services in any particular case; rather the value of housing services provided in connection with a specific tenancy will be determined primarily upon the evidence presented to the Los Angeles Housing + Community Investment Department's Rent Investigations Unit, and only secondarily with references to these guidelines.
- 411.06** These regulations are not intended to provide any authority or support for the reduction, removal or taking away of housing services.
- 412.00** **REMEDIES FOR REDUCTION IN HOUSING SERVICES**
- 412.01** Where the reduction in services is a breach of the rental agreement, or of any obligations imposed by law on the landlord relating to habitability, the tenant is not prohibited from pursuing all remedies under applicable law.
- 412.02** Where there is a reduction in services without a corresponding decrease in rent, the tenant must file a complaint with the Los Angeles Housing and Community Investment Department and must provide written notice to the landlord of the loss of service. In addition, the tenant may pursue all other remedies under applicable law.
- 412.03** LAMC 151.11.A provides that a tenant may refuse to pay rent in excess of the maximum rent or maximum adjusted rent (LAMC Sec. 151.02 defines maximum rent and maximum adjusted rent). The fact that the tenant's rent is in excess of the maximum rent or maximum adjusted rent shall be a defense in any eviction or collection action. The Commission advises tenants who wish to pursue their legal remedies that the Ordinance contains provisions permitting both permanent and temporary rent increases (surcharges) that do not become part of the maximum rent or maximum adjusted rent. Tenants who wish to pursue their legal remedies in this regard are advised to seek advice from an attorney.



# REDUCTION IN HOUSING SERVICES

Rent Adjustment Commission Regulations • Section 410.00 • Effective Date 11-17-1982  
•Amended 06-01-2006, 01-16-2013,06-20-2018, 07-01-2019

## **413.00**      **CALCULATION OF CORRESPONDING REDUCTION OF RENT**

**413.01**      In evaluating the amount of rent reduction that may reasonably compensate the tenant for the loss of specific housing services, the Los Angeles Housing + Community Investment Department will consider the extent to which the reduction in housing services affects the tenants of a given rental unit, the rent paid by the tenant(s) for the unit, the relative significance of the reduced service in relation to the safety, health, convenience and comfort of the tenant(s), the prevailing market value of the housing service in question as a rental amenity, the extent to which the tenant(s) was led to rely upon the fact that the service would be provided and such other factors as are deemed to be relevant by the Los Angeles Housing + Community Investment Department.

**413.02**      When a tenant has suffered a reduction of services that are severable and specific to that tenant (i.e. loss of parking space, loss of storage, loss of cable), the corresponding reduction of rent may be calculated based on the reasonable replacement cost for that service to the tenant based upon the evidence submitted.

**413.03**      When a tenant has lost use and enjoyment of a portion of his or her specific unit, the corresponding reduction of rent may be calculated based on the percentage loss of square footage, where such methodology would be reasonable.

**413.04**      If a landlord restores the reduced housing service within reasonable time after notification by the tenant or the Los Angeles Housing + Community Investment Department, the Department may use this fact to decide against a corresponding reduction in rent.

**413.05**      If a housing service is temporarily interrupted as the necessary result of needed repairs, then the Los Angeles Housing + Community Investment Department may use this fact to decide against a corresponding reduction in rent when the landlord is not taking an unreasonable amount of time to restore the services.

## **414.00**      **TIME LIMITS**

**414.01**      The reduction of rent may not exceed 3 years retroactive from the date of filing a complaint with HCIDLA.

## **415.00**      **VALUATION GUIDELINES**

**415.01**      The valuation guidelines below are not necessarily determinative of the value of housing services reduced in any particular case. The value of those services will be determined primarily upon reasonable valuation evidence presented to the Los Angeles Housing + Community Investment Department in connection with a specific tenancy. The value of housing services below will only serve as guidelines in the Los Angeles Housing + Community Investment Department's determination of the reduction in rent for a specific tenancy where there is no evidence presented or where these values will assist the Los Angeles Housing + Community Investment Department's Rent Investigators in arriving at a reasonable valuation of the corresponding reduction in rent.



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## 415.02 Suggested Valuation Guidelines Table (monthly values)

A/C	\$58-\$115
Clothes Dryer/Washer-coin	\$24
Clothes Dryer/Washer-unit	\$35-\$58
Door screens	\$12-\$24
Elevator service	\$58-\$115
Furnishings (for a furnished unit only)	\$231-\$577
Gardening/Landscape	\$12-\$24
Gates/Fences (security)	\$12-\$24
Kitchen facilities	\$231-\$462
Mailbox	\$24-\$35
Manager (on- site)	\$24-\$35
Parking	\$70-\$231

[In determining the corresponding reduction in rent, the Los Angeles Housing + Community Investment Department may consider the density of a particular neighborhood, the availability of local parking structures within walking distance of the tenant's dwelling, and the availability of street parking. Hollywood, Venice, West Los Angeles, Downtown Los Angeles, Korea town, Miracle Mile, Pico-Union, Fairfax- La Brea and the Beverly Center are examples of neighborhoods with very high cost of off-site rental parking and low availability of street parking].

Pool	\$21-\$78
Fitness Center	\$21-\$78
Recreational Facilities	\$12-\$24
Refrigerator	\$93-\$115
Stove	\$93-\$115
Storage	\$75-\$795
Sun shades (porch/balcony)	\$3-\$6
Yards, Patios, Balconies or Play Areas	\$12-\$139

## 415.03 The Suggested Valuation Guidelines Table in 415.02 was compiled based on data collected in September 2018 and updated in July 2019.

### THIS INFORMATION IS OFFERED FREE OF CHARGE TO THE GENERAL PUBLIC.

While this publication is designed to provide accurate and current information about the law, readers should consult an attorney or other expert for advice in particular cases, and should also read the relevant statutes and court decisions when relying on cited material. Laws and guidelines are frequently amended. The HCIDLA recommends that you verify information in the event that new changes are not yet reflected in this publication. The HCIDLA does not assume and hereby disclaims any liability to any party for any loss, damage, or disruption caused by errors or omissions, whether such errors or omissions result from negligence, accident, or any other cause.

**AUXILIARY AIDS AND SERVICES:** “As a covered entity under Title II of the Americans with Disabilities Act, the City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities.”



**City of Los Gatos**  
**Rental Dispute Resolution Regs. Sec. I(B)(3)**  
**Service Reductions**

2. INCREASED COSTS OF OPERATIONS AND MAINTENANCE. This cost method compares documented costs for the most recent twelve (12) months and the prior twelve (12) months. The Landlord has the option to present increased Cost of Operation and Maintenance (O&M), Capital Improvements, and Costs of Rehabilitation; plus seventy percent (70%) of CPI or five percent (5%) whichever is greater of the monthly Rent.
  - a. Capital Improvements - The cost of Capital Improvements must be averaged on a per unit or square foot basis and amortized over a period of at least sixty (60) months.
  - b. Costs of Rehabilitation - The Costs of Rehabilitation must be averaged on a per unit or square foot basis and amortized over a period of at least thirty-six (36) months.

[New O&M Costs (last 12 months) - Old O&M Costs (prior 12 months)] ÷ 12 months  
 = operating and maintenance increase (O&M)

Capital Improvements ÷ .60 months = Capital Improvement increase (CI)

Costs of Rehabilitation ÷ .36 months = Rehabilitation increase (RI)

O & M + CI + RI = monthly increase

monthly increase ÷ (# units or proportion of square feet) = monthly unit increase (MUI)

MUI + 5% or 70% CPI of units prior Rent = total allowable Rent increase

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3. SERVICE REDUCTIONS - A service reduction occurs when the Landlord has breached her/his obligation to furnish to the Tenant a basic service level and the Tenant's usability of the premises is thereby measurably reduced.
  - a. Basic service level - The Landlord is required to furnish to the Tenant a basic level of Housing Services, herein called the "basic service level" and established by:
    - i. California Civil Code Section 1941.1 and 1941.2 and other applicable codes and statutes;
    - ii. The Landlord's implied Warranty of Habitability;
    - iii. Express or implied agreement between Landlord and Tenant;
    - iv. The nature and quality of original construction of improvements,

fixtures, and equipment;

- v. The age of the improvement, fixture, and equipment;
- vi. The condition of the improvements, fixture, and equipment at the beginning of the term of tenancy;
- vii. The Landlord's policies of operation and maintenance, repair and replacement communicated to the Tenant at the beginning of the applicable term of tenancy.

b. Allegations of Service Reductions - Each allegation of a service reduction shall be made in a separate writing, signed by the Tenant claiming it, and filed with the Town, its Agent or the Hearing Officer during or prior to the conciliation phase of the dispute resolution process. The burden of proof of each service reduction is on the person alleging the reduction. Each allegation of a service reduction shall state:

- i. The prior housing service level provided by the Landlord;
- ii. The specific changes from the prior service level comprising the alleged reduction in service;
- iii. The date the service reduction was first noticed by the Tenant;
- iv. The date the Tenant gave notice to the Landlord requesting correction of the alleged service reduction, and whether the request was oral or in writing;
- v. When and how the Landlord responded to the Tenant's notice;
- vi. Whether the condition was improved or corrected and if so, when and how;
- vii. The status of the condition as of the date the allegation is signed by the Tenant; and
- viii. The extent to which the Landlord and/or the Tenant was responsible for the condition generating the service reduction.

c. Determining Value of Unreasonable Service Reductions - When it is found that a service reduction has occurred which is unreasonable under the circumstances, the monetary value to be assigned to the service reduction is to be determined by the Arbitrator. The percentage reduction in usability of the Rental Unit and common areas caused by the service reduction, commencing with the accrual date shall consider the

following factors:

- i. The amount of time the occupant is exposed to the condition;
- ii. The degree of discomfort the condition imposes;
- iii. The extent to which such a condition causes Tenants to find the premises uninhabitable and leave.

The Arbitrator shall apply the percentage reduction to the monthly Rent, divide by thirty (30), and multiply the resulting sum by the number of Days commencing from the date to the date of restoration of the service level.

- d. Housing Code Violations - Violations of the Los Gatos Housing Code or of Section 1941.1 and 1941.2 of the State Civil Code shall be considered and may reasonably condition, disallow, or reduce a Rent Increase based on severity. An inspection report of the Los Gatos Building Official shall be deemed presumptive, but not conclusive, proof of the matters recited therein.
- e. Findings - In making any Determination that an alleged service reduction exists or not, is reasonable or unreasonable under the circumstances, or has a particular monetary value, or that a Housing Code violation exists or not, or has a particular monetary value, in any summary report or arbitration Award, the Arbitrator shall make and include a specific finding of the facts upon which the Determination is based.
- f. Consequences of a Service Reduction Unreasonable Under the Circumstances
  - i. If the value of the service reduction is determined to affect the reasonableness of a pending Rent Increase, the value of the service reduction shall be applied as a credit against the Rent Increase unless it is a permanent reduction in service in which case it will result in a Rent reduction.
  - ii. When the proceeding does not involve determination of reasonableness of a pending Rent Increase, the value of the service reduction shall be applied as a credit against the Tenant's obligation to pay current Rent unless it is a permanent reduction in service in which case it will result in a Rent reduction.

**City of Richmond**  
**Rent Board Regs. Ch. 9 Sec. 904(B)**  
**Decrease in Space or Services**

person with a disability and the original tenant(s) did not agree in writing to an increase for such person(s);

- (4) The unit is not eligible to receive annual general adjustments for any period since its rent was last certified or individually adjusted by the Board. Any such objection shall identify each challenged annual general adjustment and the reason for the alleged ineligibility;
- (5) The landlord is collecting rent in excess of the Maximum Allowable Rent; or
- (6) The unit is substantially deteriorated, fails to comply substantially with applicable state rental housing laws or local housing, building, health and safety codes, or the landlord does not currently provide adequate housing services.

*[Adopted February 21, 2018]*

#### **904. Changes in Space or Services**

##### **A. Increase in Space:**

The Maximum Allowable Rent may be adjusted upward when, with the written agreement of the Tenant(s), there is an increase in the usable space or in the Housing Services beyond that which was provided to a unit on July 21, 2015, or when the Base Rent was first established.

- (1) Additional or reconfigured space: Where a Landlord adds habitable living space to a unit or reconfigures it, the Maximum Allowable Rent for such unit shall be permanently increased as provided under Section 8XX Capital Improvements.
- (2) Additional services: Where a Landlord adds non-habitable space or increases the services provided to a unit, the Maximum Allowable Rent for such unit shall be increased by an amount representing the commercially reasonable value of the additional space or increased services. If the additional or reconfigured space or the services are subsequently reduced or eliminated, the rent increase authorized herein shall be reduced or terminated. Any increase for an additional bedroom shall result in an increase to the Base Occupancy Level for an additional occupant.
- (3) Increases may be denied if the added or reconfigured space or services do not clearly benefit a majority of the affected Tenants and a Tenant objects.
- (4) If the added or reconfigured space or services clearly benefit a majority of the affected Tenants, then increases may be denied if a majority of the affected Tenants object.

##### **B. Decrease in Space or Services; Substantial Deterioration; Failure to Provide Adequate Services; Failure to Comply with Codes, the Warranty of Habitability or the Rental Agreement:**

- (1) Decreases in Space or Services. The Maximum Allowable Rent shall be adjusted downward where a Landlord is aware of and causes a Tenant to suffer a decrease in housing services or living space from the services and space that were provided on July 21, 2015, or from any services or space provided at the beginning of the tenancy. The amount of the rent decrease shall be calculated by multiplying the percentage of impairment of the Tenant's use of and benefit from the unit (as a result of the reduction in living space or housing services) by the Maximum Allowable Rent in effect at the time of the impairment, and for past decreases, multiplied by the period of time the impairment existed. In determining the amount of the downward rent adjustment by the percentage of impairment of use/benefit method, the hearing examiner may consider the reasonable replacement cost of the space or service in question. Decreases in the Maximum Allowable Rent shall not be granted due to a decrease in space or services that is a direct result of intentional actions on the part of the Tenant to purposefully cause a decrease in space or services.
- (2) Denial of Petitions for Unilateral Removal: The Board will not accept petitions from Landlords who seek a Maximum Allowable Rent decrease for the unilateral removal or reduction of space or services from a Tenant's base level space or services. Landlord petitions shall be accepted only when a Tenant has expressly agreed in writing to the removal of such space or services. "Base level space or services" are the housing services or living space that was provided at the unit on July 21, 2015, or at the beginning of the tenancy.
- (3) Inadequate Services & Substantial Deterioration: The Maximum Allowable Rent shall be adjusted downward for any substantial deterioration in a Rental Unit and/or for any failure to provide adequate Housing Services occurring during the petitioner's tenancy. For purposes of this subsection, a substantial deterioration means a noticeable decline in the physical quality of the Rental Unit resulting from a failure to perform reasonable or timely maintenance and adequate Housing Services means all services necessary to operate and maintain a Rental Unit in compliance with all applicable state and local laws and with the terms of the Rental Housing Agreement. The amount of the rent decrease shall be calculated by multiplying the percentage of impairment of the Tenant's use of and benefit from the unit (as a result of the deterioration or failure to provide adequate service, violation, breach or failure to comply) by the Maximum Allowable Rent in effect at the time of the impairment.
- (4) Code Violations & Breach of the Warranty of Habitability:
- a. Where a condition at the Rental Unit threatens the health or safety of the occupants but does not actually impair the use of the unit, the Maximum Allowable Rent decrease shall be in an amount that reflects the reduction in value of the Rental Unit due to the unsafe or unhealthy condition.

- b. A substantial lack of any of the affirmative standard characteristics for habitability set forth in Civil Code section 1941.1 shall be deemed a violation of the warranty of habitability and the Maximum Allowable Rent shall be decreased by no less than 10% or, for a violation of subsections (a)(2), (a)(3), (a)(4) or of Civil Code section 1941.1, as amended, no less than 20%, until the condition is corrected, notwithstanding seasonal variations in or an absence of impairment to a Tenant's use of or benefit from the unit.
  - c. The rent decrease authorized under this subsection for a violation of the warranty of habitability or for a code violation that poses a significant threat to the health or safety of Tenants (e.g., dangerous window bars, missing smoke detector) shall be automatically doubled prospectively if proof of correction of the violation is not submitted to the Rent Board within thirty-five (35) calendar days of mailing of the hearing examiner's decision unless the Landlord establishes that the violation cannot be corrected within that time due to circumstances beyond the Landlord's control.
  - d. No rent shall be charged for a period in which the Landlord is found to be in violation of California Civil Code Section 1942.4.
  - e. For purposes of this subsection, a breach of the warranty of habitability occurs when the Rental Unit is not in substantial compliance with applicable building and housing code standards, which materially affect health and safety. Minor housing code violations which do not interfere with normal living requirements do not constitute a breach of the warranty of habitability.
- (5) Maximum Allowable Rent reductions pursuant to this Section shall be effective from the date the Landlord first had notice of the space or service reduction, deteriorated condition, service inadequacy, or code or habitability violation in question and shall terminate on the date of the first rent payment due after adequate proof has been submitted to the Board that the condition for which the reduction was granted no longer exists.
- (6) A Tenant who files a petition pursuant to this regulation must be able to establish the basis for the reduction and when the Landlord first received notice of the decreased service, deterioration, code violation or habitability violation. Notice may be actual or constructive. A Landlord is deemed to have notice of any condition existing at the inception of a tenancy that would have been disclosed by a reasonable inspection of the Rental Unit. A copy of a housing code inspection report from the City of Richmond should be submitted with the petition.

*[Adopted February 21, 2018; Amended June 16, 2021]*



# **City of San Jose**

**Apartment Rent Ordinance Regs. Secs. 7.07-7.09**

**Determining Value of Housing Service Reductions, Consequences  
of a Housing Service**

**Reduction, and Housing Code Violations**

Service Level, or in determining that the actual service level is materially lower than the Basic Service Level.

7.07. Determining Value of Housing Service Reductions. If the Hearing Officer finds that a Housing Service Reduction has occurred, the Hearing Officer shall determine the monetary value to be assigned to the service reduction by applying the following standards and procedures:

7.07.1 The Hearing Officer shall determine the percentage reduction in usability of the Rental Unit caused by the service reduction, commencing with the accrual date.

7.07.2 In determining the percentage reduction of usability, the Hearing Officer shall consider the following factors:

- a. The area affected;
- b. The amount of time the Tenant is exposed to the condition;
- c. The degree of discomfort the condition imposes;
- d. The extent to which such a condition causes a reasonable tenant to find the premises uninhabitable and leave; and
- e. Similar factors.

7.07.3 The Hearing Officer shall apply the percentage reduction to the monthly Rent, divide by thirty (30), and multiply the resulting sum by the number of days commencing from the accrual date to the date of restoration of the service reduction condition to the Basic Service Level, to determine the value of the service reduction.

7.08. Consequences of a Housing Service Reduction. The value of a Housing Service Reduction, as determined in accordance with these Regulations, shall be applied as a credit against the Tenant's obligation to pay Rent.

7.09. Housing Code Violations. Violations of Title 24 of the Municipal Code or Parts 1-9 of Chapter 17.20 of Title 17 of the Municipal Code (collectively, "Housing Code") or of California Civil Code Sections 1941.1 and 1941.2 shall be considered by the Hearing Officer who may reasonably condition, disallow, or reduce Rent based on their severity. An inspection report of a San José Code Enforcement Inspector shall be deemed presumptive, but not conclusive proof of the matters recited therein.

7.10. Findings. In making any determination that an alleged Housing Service Reduction exists, or has a particular monetary value, or that a Housing Code violation exists or not, or has a particular monetary value, any Decision shall make and include a specific finding of the facts upon which the determination is based.

**City of Santa Monica**  
**Rent Control Regs. Subch. G Sec. 4200**  
**Rent Decrease Standards**

- (c) If a unit becomes vacant during the pendency of a hardship increase schedule with an annual limit on rent increases under regulation 4107 and the unit qualifies for a vacancy increase pursuant to Civil Code section 1954.53 and regulation 3301, the hardship schedule will terminate upon the landlord's filing of a proper vacancy registration form.
- (d) If a unit becomes vacant during the twelve-month period in which a general adjustment is deferred under regulation 4108 and the unit qualifies for a vacancy increase pursuant to Civil Code section 1954.53 and regulation 3301, the unit shall not be entitled to the deferred general adjustment.
- (e) If a unit becomes vacant during the pendency of a professional fee surcharge schedule pursuant to former regulation 4114 and the unit qualifies for a vacancy increase pursuant to Civil Code section 1954.53 and regulation 3301, the professional fee surcharge will terminate upon the landlord's establishing the new initial rental rate for the new tenancy.

[4115 Adopted 12/17/98; Effective 1/1/99]

**4200. Rent Decrease Standards**

- (a) Under the provisions of Santa Monica Charter Section 1805 and of this Chapter, the maximum allowable rent guarantees landlords a fair return on their properties, and provides sufficient rental income to permit landlords to adequately maintain their properties. In view of that fact, and of the public policy disfavoring deterioration of the condition of the rental housing stock in the City of Santa Monica, decreases under this regulation are intended to be remedial in nature and are not designed to provide a precise correlation between the rental value of particular deteriorated conditions or reductions in services and the decrease in rent. Decreases will be proportional to the amount of impairment, and proportional to the rent.
- (b) The items listed in (d) and (f) below are nonexclusive, and are not intended to exclude rent decreases based on other reductions in housing services or maintenance-related conditions.
- (c) The decrease ranges may be applied per affected area.
- (d) As to maintenance-related conditions, the monthly decreases granted shall be based upon the degree of deterioration or malfunctioning, lack of maintenance or inoperability, and shall, generally, be within the following limits for each item:

	<u>Category</u>	<u>Range of Decreases</u>
(1)	Serious infestation of insects or rodents	\$18.00 -\$228.00
(2)	Substantial holes in floors, walls, or ceilings	\$18.00 - \$228.00
(3)	Damaged wall or ceiling surface, including paint, wallpaper, plaster, drywall, or wood trim	\$18.00 - \$ 117.00
(4)	Water leakage through roof, windows, doors, walls, or ceiling	\$18.00 - \$228.00
(5)	Damaged or missing waterproofing or weather protection	\$18.00 - \$228.00
(6)	Defective plumbing, drains, sewage system, toilet facilities, sinks, showers, bathtubs, or plumbing fixtures	\$18.00 - \$455.00

(7)	Loss of or insufficient hot water or water supply	\$18.00 - \$286.00
(8)	Inoperative or damaged heating system or air conditioning	\$18.00 - \$286.00
(9)	Unsafe or inoperative electrical wiring, outlets, or fixtures	\$18.00 - \$338.00
(10)	Damaged window or door, including locks	\$ 10.00 - \$ 135.00
(11)	Damaged or missing window screen or screen door	\$ 10.00 - \$ 59.00
(12)	Damaged or missing window coverings, including drapes, curtains, shades, or blinds	\$18.00 - \$228.00
(13)	Damaged or missing floor coverings, including carpets, carpet padding, hardwood, laminate, tile, linoleum, or vinyl	\$18.00 - \$429.00
(14)	Defective or inoperative appliance	\$18.00 - \$ 117.00
(15)	Broken fan or vent	\$ 10.00 - \$ 39.00
(16)	Deteriorated countertops	\$18.00 - \$ 59.00
(17)	Damaged or missing tile	\$18.00 - \$ 59.00
(18)	Damaged or missing caulking, grout	\$ 10.00 - \$ 39.00
(19)	Deteriorated or broken cabinets or drawers	\$24.00 - \$ 78.00
(20)	Broken or missing smoke detector, carbon monoxide detector, fire extinguisher, or fire sprinklers	\$18.00 - \$ 98.00
(21)	Defective or inoperative elevator	\$35.00 - \$ 117.00
(22)	Deteriorated porches, walkways, stairs, or railings	\$18.00 - \$228.00
(23)	Accumulation of garbage, debris or other inappropriate materials in common areas	\$ 10.00 - \$ 59.00
(24)	Broken or defective intercom	\$18.00 - \$ 52.00
(25)	Damaged or missing mailbox	\$18.00 - \$ 59.00
(26)	Inoperative or missing exterior lights	\$18.00 - \$ 85.00

(e) Notwithstanding any other standards or limits contained herein, if any condition or conditions of deterioration or malfunction in a unit are of such a nature and/or degree as to substantially interfere with the use of a significant part of the unit for dwelling purposes, the decrease awarded shall be based upon the degree of interference with the use and occupancy of the unit.

(f) As to decreases based upon reduced base amenities of a unit, the decreases shall be within the following limits:

(1)	Parking	\$36.00 - \$715.00
(2)	Storage	\$ 35.00 - \$286.00
(3)	Furniture	\$ 10.00 - \$358.00
(4)	Laundry facilities	\$36.00 - \$228.00
(5)	Security gates, doors and fencing	\$36.00 - \$338.00
(6)	Recreational facilities	\$18.00 - \$228.00
(7)	Yards, patio, balconies, or play areas	\$18.00 - \$228.00
(8)	Landscaping	\$ 10.00 - \$ 117.00
(9)	Gardening or yard care services	\$ 10.00 - \$ 117.00
(10)	Management services, including on-site management	\$36.00 - \$150.00
(11)	Number of occupants (See Regulation 4200(i) for calculation of decrease)	

(g) With respect to the categories of amenities or housing services referred to in this subsection, the determination of the appropriate amount of any decrease shall take into account, but not be limited to consideration of the factors listed below:

- (1) Parking:
  - (i) Number of spaces provided for the unit
  - (ii) Whether indoor or outdoor parking
  - (iii) Whether or not parking is in secured area
  - (iv) Whether or not parking is in separate garage
  - (v) Whether tandem or reserved for individual
  - (vi) Amount charged for other, similar parking facilities on the same property
  - (vii) Amount charged for other, similar parking facilities on other comparable properties in the neighborhood
  - (viii) Availability of street parking in the immediate area
  - (ix) The property's average maximum allowable rent
  - (x) Alternate uses such as storage, recreation, studio or workshop
- (2) Storage:
  - (i) Size

- (ii) Location
- (iii) Whether or not secured
- (iv) Whether individual or shared access

(3) Furniture:

- (i) Number of rooms provided furniture
- (ii) Items of furniture provided
- (iii) Quality of furniture
- (iv) Condition of furniture
- (v) Whether new or used

(4) Recreational Facilities:

- (i) Type of facility provided
- (ii) Accessibility
- (iii) Whether indoor or outdoor

- (h) Decreases in amounts above or below the indicated ranges shall be granted only upon clear and convincing proof that under the circumstances of the particular case a decrease within the range would be either inadequate or excessive in relation to the condition giving rise to the petition. If a decrease within the ranges set forth in subparagraphs (d) or (f) is inadequate in a particular case, the hearing officer or the Board may determine the decrease amount by utilizing a percentage of the rent in appropriate cases, considering, among other relevant factors, the percentage of impairment of the tenant's use of and benefit from the unit as a result of the decrease condition. The decrease ranges in subparagraphs (d) and (f) and 4400(h)(2) shall be automatically adjusted on March 1 as follows: 1) the low end of the range will be increased every two years, beginning on March 1, 2026, by an amount equal to the total annual general adjustment percentages announced by the Board effective September 1 of each year, rounded to the nearest whole dollar; and 2) the high end of the range will be increased every two years, beginning on March 1, 2026, by the total percentage change in the median market rental rates established for new tenancies as stated in the two agency year-end reports of median market rate rents for new tenancies, rounded to the nearest whole dollar. These reports will be presented to the Board no later than February 28 of the year the adjustments are made. The adjustments will never be less than zero percent.
- (i) If the reduction in housing service or base amenity is the landlord's refusal to allow a tenant to replace one of the occupants of the unit, the rent shall be decreased by the same percentage as the percentage reduction in number of occupants. For example, if the base amenity is two occupants, and the landlord refuses to allow replacement of one of the occupants, the decrease shall be 50% of the maximum allowable rent; if the base amenity is three occupants, and the landlord refuses to allow replacement of one of the occupants, the decrease shall be 33% of the maximum allowable rent.

[4200 Adopted 5/8/86; Effective 5/23/86]  
 [4200 Amended 3/3/88; Effective 3/17/88]  
 [4200 Amended 12/17/98; Effective 1/1/99]  
 [4200(d)(1)-(24), (e), (f), (h), (i) Amended 10/3/02; Effective 10/12/02]  
 [4200 Amended 5/12/16; Effective 5/21/16]

[4200(d), (f), (h) Amended 2/8/24; Effective 2/14/24]

#### **4201. Prospective Effect of Amendments**

Unless otherwise expressly provided herein, additions and amendments to the provisions of this Chapter shall be prospective in operation, and will, therefore, be applicable only to petitions received for filing on or after the effective dates of the additions or amendments. The effective date of the amendments to this Chapter adopted December 17, 1998 is January 1, 1999.

[4201 Adopted 5/8/86; Effective 5/23/86]  
[4201 Amended 12/17/98; Effective 1/1/99]

#### **4202. Rounding**

Decrease amounts shall be given in whole dollars. In restoring decrease amounts under Regulation 4038, when general adjustments have intervened between the issuance of the decrease and the date of compliance, hearing examiners shall round the restored amount to the nearest dollar. Rounding shall occur by calculating the amount to two decimal places. Any fraction of a dollar equal to or less than 49 cents shall be dropped off and any fraction of a dollar equal to or more than 50 cents shall be rounded up to the next dollar.

[4202 Adopted 3/12/87; Effective 3/19/87]  
[4202 Amended 12/17/98; Effective 1/1/99]

#### **4203. Calculating the Decrease**

A rent decrease resulting from a reduction in housing services or maintenance, including but not limited to a failure to comply with all housing, health, and safety codes, will account for the past, present, and continuing reduction on which the decrease is based.

- (a) **Valuing Past Reductions.** The total value of a reduction of services or maintenance which was in effect through the date when the hearing record is closed is calculated as follows:
- (1) Determine the monthly value of the reduced service or maintenance.
  - (2) Multiply the monthly value of the reduction by the number of months between the first rent-due date after the rent-decrease petition was filed with the Board and the date when the decrease is to go into effect.
  - (3) If any portion of the hearing process is delayed or continued for good cause, the calculation of the total decrease amount for past reductions shall not include that period of delay or continuance.
- (b) **Applying a Decrease for Past Reductions.** The entirety of a decrease for past reductions is applied on the first rent-due date during which the decision is in effect. If the amount of the decrease for past reduction is greater than the amount of rent that would otherwise be due, the balance is applied in the subsequent month or months.
- (c) **Valuing Ongoing Reductions.** The value of ongoing reductions is the sum of the monthly values of all items for which a rent decrease is awarded. The decrease in rent will remain in effect from



month to month for the duration of the affected tenancy unless restored in accordance with Regulation 4038, subdivisions (b) and (c).

[4203 Adopted 4/11/19; Effective 4/18/19]

## **INTERIOR REPLACEMENT PILOT PROGRAM**

### **4300. Purpose**

Repealed

[4300 Adopted 2/14/85; Effective 2/28/85]  
[4300 Repealed 10/3/02; Effective 10/12/02]

### **4301. Duration of Program**

Repealed

[4301 Adopted 2/14/85; Effective 2/28/85]  
[4301 Amended 5/29/86; Effective 6/13/86]  
[4301 Repealed 10/3/02; Effective 10/12/02]

### **4302. Conditions on Rent Increases Under This Program**

Repealed

[4302 Adopted 2/14/85; Effective 2/28/85]  
[4302 Repealed 10/3/02; Effective 10/12/02]

### **4303. Definitions**

Repealed

[4303 Adopted 2/14/85; Effective 2/28/85]  
[4303 Repealed 10/3/02; Effective 10/12/02]

### **4304. Determining the Amount of Allowable Increase**

Repealed

[4304 Adopted 2/14/85; Effective 2/28/85]  
[4304 Repealed 10/3/02; Effective 10/12/02]

### **4305. Procedures**

Repealed

[4305 Adopted 2/14/85; Effective 2/28/85]  
[4305 Repealed 10/3/02; Effective 10/12/02]

### **4306. Responsibility For Satisfactory Performance of Agreement**

Repealed

[4306 Adopted 2/14/85; Effective 2/28/85]  
[4306 Repealed 10/3/02; Effective 10/12/02]

#### **4307. Maintenance of Interior Replacements**

Repealed

[4307 Adopted 2/14/85; Effective 2/28/85]  
[4307 Repealed 10/3/02; Effective 10/12/02]

#### **4400. Rent Decreases for Construction Impacts**

- (a) Purpose. This regulation establishes procedures governing rent decrease petitions alleging that a controlled unit has been made uninhabitable or otherwise unable to be occupied as a residence, or that there has been a substantial interference with a unit's housing services or the tenant's occupancy, as the result of construction within the knowledge and control of the landlord.
- (b) Definitions.
- (1) *Construction.* In addition to building new structures or adding to existing structures, construction includes repairs, rehabilitation, maintenance, or upgrades.
  - (2) *Necessary Repair or Maintenance.* Repair or maintenance is necessary if it is required to comply with a *government* order; to comply with a building, housing or health code; or to maintain the property in good repair.
  - (3) *Property.* Property includes the parcel that includes the tenant petitioner's unit, as well as any adjoining property under common ownership, as provided by Charter Section 1801(m).
  - (4) *Substantial Reduction of a Housing Service.* A reduction in a housing service is substantial if, in view of the reduction, the landlord is providing the tenant less than was provided when the initial rent was established, to such an extent that the tenant's rent has become excessive.
  - (5) *Unavoidable Construction Impacts.* Interference with a housing service, or other impact resulting from construction, is unavoidable if it would be impossible or impracticable to conduct the construction without causing that interference or impact.
  - (6) *Uninhabitable.* A unit is uninhabitable if:
    - (A) it fails to substantially comply with building and housing code standards that materially affect tenants' health and safety, including, but not limited to, Civil Code Sections 1941.1 and 1941.3 and Health & Safety Code Sections 17900 – 17995; or
    - (B) it is affected by odors, dust, debris, vibration, or other impact sufficient to constitute a nuisance under California law.
- (c) When Rent Decreases Authorized.

- (1) *Requirements.* The Board may grant a rent decrease under this regulation only under one or more of the following circumstances:
    - (A) the tenant petitioner's controlled rental unit is made uninhabitable by construction occurring on the property;
    - (B) construction results in the substantial reduction of a housing service; or
    - (C) construction substantially interferes with the tenant petitioner's ability to occupy the controlled unit as a residence.
  - (2) *Exception.* The Board may not grant a rent decrease under subparagraphs (A) or (B) of the preceding paragraph for unavoidable construction impacts caused by necessary repair or maintenance, unless:
    - (A) the construction is carried out in an unreasonable manner; or
    - (B) the construction takes an unreasonably long time to complete.
- (d) Notice. Upon receiving information, from any source, that substantial repairs, rehabilitation, or upgrades are planned or in progress at a rent-controlled property, the Board will mail a notice to the landlord within 5 business days, copied to each tenant. The notice:
- (1) will inform the recipients that the Board may grant rent decreases for disruptions to a controlled unit's habitability, occupancy, or housing services resulting from construction.; and
  - (2) is the only notice that a landlord must be given before a tenant may file a petition for construction-related decreases, and shall be liberally construed to provide notice of the landlord's potential liability for rent decreases arising from ongoing or contemplated construction.
- (e) Mediation. Mediation services may be offered at the discretion of the Administrator or Hearings Department Manager.
- (1) Except as provided in paragraph (2) of this subdivision, all mediation-related communication is confidential and privileged to the extent provided by California Evidence Code Section 1119.
  - (2) If the parties enter into a written agreement to mitigate the construction's ongoing or future effects, Board staff will forward a copy of that agreement to appropriate city officials so that the agreed-upon mitigation measures can, if appropriate, be incorporated into an amended means and methods plan.
- (f) Filing a Petition. A petition for a rent decrease under this regulation must be on a form provided by the Board.
- (1) *Initial Filing.*
    - (A) Immediately upon the Board's receipt of a petition under this section, the Hearings Department Manager, or his or her designee, must determine whether the petition is complete. A petition is complete if all information called for by the form is provided, and it alleges a current, factual basis for a rent decrease under this chapter.

- (B) If the Hearings Department Manager or his or her designee determines that the petition is not complete, the petition must be returned to the petitioner with an explanation, and no further action will be taken.
  - (C) If the Hearings Department Manager or his or her designee determines that the petition is complete, then he or she must—within ten working days—accept it for filing and mail a notice of filing to the parties. The notice to the landlord must be accompanied by a copy of the petition.
- (2) *Amendment.* A petition may be amended before or during the hearing on the petition to include impacts and impairments caused by the construction which arose after the petition was filed.
- (g) Hearing and Appeal Procedures. The hearing on a petition under this regulation, and an appeal to the Board from a hearing examiner's decision, are governed by regulations 4007 through 4029 of this Chapter. The hearing examiner or any party may subpoena witnesses or documents under Chapter 15 of these regulations, and the Hearings Department Manager may coordinate or consolidate proceedings arising from construction at a single property.

(h) Decrease Amounts for Specified Conditions.

(1) *Percentage Decreases:*

(A)	Noise, vibrations	10-50% of monthly rent
(B)	Odors, dust, ventilation	10-75% of monthly rent
(C)	Safety (e.g. compromised security, gas leaks, fire hazards, significant trip and fall hazards, asbestos, lead paint, interference with ingress and egress, etc.)	10-100% of monthly rent
(D)	Utility shutoffs	10-75% of monthly rent
(E)	Inadequate construction management (significant debris, work done outside of permitted hours, etc.)	10-75% of monthly rent
(F)	Other interference with occupancy of unit caused by construction (substantial holes in floors, walls, or ceiling, water leakage, etc.)	10-50% of monthly rent
(G)	Displacement	10-75% of monthly rent

(2) *Dollar Decreases:*

(A)	Loss or reduction of parking	\$36-\$715 per month
(B)	Loss or reduction of storage	\$35-\$286 per month

(C)	Loss or reduction of security gates, doors, fencing	\$36-\$338 per month
(D)	Loss or reduction of laundry facilities	\$36-\$228 per month
(E)	Loss or reduction of recreation facilities	\$18-\$228 per month
(F)	Loss or reduction of yards, patios, balconies, play areas, or landscaping	\$18-\$228 per month
(G)	Loss or reduction of elevator service	\$35-\$117 per month
(H)	loss of access to stairs, walkways or hallways, or other interference with access, ingress, or egress	\$18-\$228 per month

The dollar amounts in 4400(h)(2) will be automatically adjusted every two years per the formula set forth in Regulation 4200(h).

(3) *Standards for Determining Decrease Amount.* To determine the amount of a rent decrease, the Hearing Examiner must consider:

- (A) The degree to which the construction-caused condition has caused the petitioner's unit to be uninhabitable;
- (B) The degree to which the construction-caused condition has reduced the housing service;
- (C) The degree to which the construction-caused condition has interfered with occupancy of the petitioner's unit;
- (D) The effect of the construction-caused condition on the petitioner's usual use of the unit, considering such factors as:
  - (i) whether the petitioner works from home;
  - (ii) whether the petitioner is customarily at home during the day;
  - (iii) whether the petitioner provides caregiving for others in the home; and
  - (iv) the health of the petitioner or others in his or her household.

(4) *Departure from Specified Range.* The hearing examiner may award a rent decrease outside a range specified above if a decrease within the range would be inadequate or excessive under the circumstances of a particular case. If the hearing examiner departs from the specified range, he or she must state with particularity the factors justifying the departure.

(5) *Other Conditions.* The above conditions on which rent decreases may be based are not exclusive and do not bar a rent decrease for other conditions caused by construction.

- (i) Decreases from Less than the Maximum Allowable Rent. If the tenant is paying less than the maximum allowable rent at the conclusion of the hearing, the hearing examiner may, in his or her discretion, decrease the tenant's rent from the amount actually paid, rather than from the maximum allowable rent. That rent shall become the unit's maximum allowable rent during the pendency of the construction rent decrease.
- (j) Calculating Rent Decreases. A rent decrease under this regulation will account for any past, present, and future impact for which a rent decrease is warranted.
- (1) *Valuing Past Impacts.* The total value of a construction-caused impact, which has ended by the date when the hearing record is closed, is calculated as follows:
- (A) Determine the daily rate of the impact.
- (i) For percentage-based values, multiply the percentage by the monthly rent from which the decrease is to be taken, then divide the resulting dollar-amount by 30.
- (ii) For dollar-based values, divide the monthly dollar value by 30.
- (B) Multiply the daily rate by the number of days that the construction-related impact existed.
- (2) *Valuing Ongoing Impacts.* The total value of a construction-caused impact that is ongoing on the date when the hearing record closes is calculated as follows:
- (A) Determine the daily rate of the impact using the formula prescribed in paragraph (1), subparagraph (A) of this subdivision.
- (B) Add the number of days that the impact has been in existence to the number of days that it is estimated to continue.
- (C) Multiply the daily rate calculated under paragraph (A) by the number of days calculated under paragraph (B).
- (3) *Valuing Future Impacts:* The hearing examiner may not order a rent decrease for an expected future construction-caused impact unless the affected tenant is entitled to a decrease for a past or ongoing such impact. The valuation of a future construction-caused impact is calculated as follows:
- (D) Determine the daily rate of the impact using the formula prescribed in paragraph (1), subparagraph (A) of this subdivision.
- (E) Multiply the daily rate by the number of days that construction-related impact is expected to continue.
- (4) *Valuing Permanent Impacts.* The rent decrease for a permanent impact will likewise be permanent, and is calculated by using the formula prescribed in paragraph (1), subparagraph (A) of this subdivision.
- (k) Monthly Decreases. If the hearing examiner awards a rent decrease under this section, he or she must state in the written decision the monthly decrease amount, and the number of months from the effective date that the decrease will remain in effect.

- (1) *Effective Date.* The decrease will go into effect on the first rent-due date following the date when the hearing examiner issues the decision.
  - (2) *Monthly Amount.* The monthly amount of the decrease is calculated by dividing a numerator equal to the total dollar value of all construction-related impacts by a denominator equal to either:
    - (A) the total number of months during which the tenant was, or will be, affected by any such impact; or
    - (B) another number that, in his or her discretion, the hearing examiner determines to be reasonable and just.
  - (3) *Decrease Duration.* The rent decrease will last for the number of months corresponding with the denominator used in calculating the monthly decrease amount, unless modified under subdivision (m) of this regulation.
- (l) Reopening a Hearing. The Hearings Department Manager may reopen a hearing on a petition under this section, upon the request of any affected party. Within five working days of receiving a request in conformity with this subdivision, the Hearings Department must mail a copy of the request to all affected parties.
- (1) *Criteria.* A hearing may be reopened only if the construction project that was the subject of the initial petition is ongoing and:
    - (A) a new construction-related impact arises which was not considered in the decrease decision;
    - (B) a condition for which a decrease is in effect is materially different in degree of impact than contemplated by the decrease awarded;
    - (C) an future impact for which a decrease was awarded fails to occur and apparently will not occur; or
    - (D) a construction-related impact for which no decrease was awarded in the original decision, due to insufficient evidence or information, arises after the issuance of the original decision.
  - (2) *Form and Content.* The request to reopen must be on a form provided by the Board, and must include a short, plain statement explaining:
    - (A) under which criterion of paragraph (1) of this subdivision the request is made;
    - (B) exactly how that criterion is satisfied; and
    - (C) if the reopened hearing is sought because of a materially different impact than that forming the basis of the decrease awarded, the difference between the basis of the decrease award and the actual impact.
  - (3) *Decision to Reopen.* Even if the criteria described in paragraph (1) of this subdivision are satisfied, the decision whether to reopen a hearing is within the Hearings Department Manager's discretion, subject to review for abuse of discretion by the Board. An appeal under this paragraph is governed by the procedures set forth in Board regulations 4021 through 4029.

- (4) *Conduct of Reopened Hearing.* A reopened hearing is subject to the same procedures, including with respect to mediation, presentation of evidence, and appeal, as the initial hearing.
  - (5) *Stay.* The original decision is not stayed, and remains in effect, except to the extent that a modified decision changes the decrease amount.
- (m) Modifying the Decrease. The hearing examiner may modify a rent decrease upon the application of any affected party.
- (1) *Reducing the Decrease Amount.* The hearing examiner may reduce the decrease upon a showing by the landlord that a condition on which the decrease was based has been remedied before the time estimated in the original decision.
    - (A) An application under this paragraph must be filed no later than 30 days after the condition that is the subject of the application has been remedied. The hearing examiner may accept a later-filed application upon a showing of good cause.
    - (B) A decision reducing a rent decrease amount will likewise shorten its duration unless the hearing examiner orders otherwise and, in his or her written decision, states with particularity the reason for that order.
  - (2) *Lengthening the Duration.* The hearing examiner may lengthen the duration of a rent decrease upon a showing that a condition on which the decrease was based has not been—or will not be—remedied within the time estimated in the original decision.
    - (A) An application under this paragraph must be filed no later than 30 days after the time estimated in the original decision has expired. The hearing examiner may accept a late-filed application upon a showing of good cause.
    - (B) A rent-decrease extension under this paragraph remains in effect until, upon a new application under this subdivision, the hearing examiner determines that the condition has been remedied.
  - (3) *Procedures.* A decision to modify a rent decrease is governed by the procedures relating to restoration of rents set forth in regulation 4038, except that:
    - (A) any affected party may apply for a modification, and any affected party may oppose the application; and
    - (B) the modified decision’s effective date is the next rent-due date after the modified decision is issued.
- (n) Non-Exclusive Remedy. Rent decreases authorized under this regulation are not a substitute for, and in no way diminish, the right of any tenant to other remedies provided by law or available in any other forum. This regulation does not authorize the award of damages.
- (o) Effective Date. This regulation shall be effective as of October 1, 1999.

[4400 Adopted 9/23/99; Effective 10/1/99]  
 [4400 Amended 8/10/17; Effective 8/17/17]  
 [4400(h)(2) Amended 2/8/24; Effective 2/14/24]

**4500. Agency-initiated hearings**

- (a) Applicability



**City of West Hollywood**  
**Rent Stabilization Regs. Sec. 60041 and 60041.1**  
**Substantive Grounds for Downward Rent Adjustments and**  
**Valuation Guidelines**

The amortized expense shall be added as an operating expense to the application's current year net operating income and said net operating income recalculated to determine the additional monthly increase. The increase shall not be considered part of the maximum allowable rent for which general adjustments or vacancy increase are added. The authorization to collect the increase shall terminate at the end of the amortization period.

5. Tenant's Recovery of Fees, Costs and Expenses for Professional Services:

If it is determined that a landlord application assisted by attorneys or consultants is wholly without merit, a tenant shall be awarded a reduction in rent to compensate for the reasonable costs of professional services retained by the tenant to defend the application brought by the landlord. The reasonableness of the costs of the tenant's defense shall be determined pursuant to the procedure set forth in subsections 1 through 4 above. (Amended by R.S. Res. 95-03, as approved by the City Council on 1-12-95)

60041. Substantive Grounds for Downward Rent Adjustments.

- A. A downward rent adjustment shall be approved if necessary to refund to a tenant rents which were collected in excess of allowable amounts pursuant to Ordinance No. 59, its predecessor moratorium ordinance adopted November 29, 1984, and/or this chapter, to compensate a tenant for failure to perform required maintenance or for a discontinuance or substantial reduction of housing services without a corresponding reduction in rent; provided, however, that the basis for the application arose on or after April 30, 1984.
- B. In evaluating the amount of rent decrease that may reasonably compensate the tenant, the hearing examiner or the Rent Stabilization Commission on appeal shall consider the following:
  - 1. Extent to which the reduction in services affects the tenant(s) of a given rental unit;
  - 2. The relative significance of the reduced service in relation to the quality of life, safety, health, convenience, and comfort of the tenant(s);
  - 3. The impact on the habitability of the rental unit;
  - 4. The prevailing market value of the housing service in question as a rental amenity;

5. The extent to which the tenant(s) were led to rely upon the fact that the service would be provided;
  6. The maximum allowable rent for the unit;
  7. The guidelines set forth in Section 60041.1, below; and
  8. Such other factors as are deemed to be relevant by the hearing examiner or Commission.
- C. A reduction of rent is applicable to all substantially reduced or discontinued housing services, regardless of whether the housing service was created or established in violation of any provision of law or insurance provider requirement. The value of the housing service shall not be adjusted downward if the discontinuance or substantial reduction is attributable to bringing the property into compliance with any legal, regulatory, or insurance provider requirement.
- D. When a tenant has lost use and enjoyment of a portion of his or her specific unit, the corresponding reduction of rent may be calculated based on the percentage loss of square footage, where such methodology would be reasonable.
- E. When a tenant has suffered a discontinuance or reduction of service that is specific to the tenant's unit, and an actual monthly cost can be ascertained (e.g., Internet service) the corresponding reduction of rent may be calculated based on the reasonable monthly replacement cost for that service to the tenant based upon the evidence submitted.
- F. If a rent decrease application is approved for the loss of a housing service which was added to a unit after the base date and for which additional rent was charged, the amount of the rent decrease which is ordered shall be the additional rent which was charged for the housing service.
- G. An application filed on behalf of all tenants in a building shall be approved to compensate the tenants for failure to perform required maintenance in a common area or for a discontinuance or substantial reduction in housing services in a common area without a corresponding reduction in rent; provided, however, that the basis for the application arose on or after April 30, 1984. If a rent decrease application is granted pursuant to this paragraph, the hearing examiner shall reduce the maximum allowable rent for each unit by an identical amount. This paragraph shall not apply to an application filed by a tenant concerning common areas controlled by a condominium or homeowners' association.

60041.1 Valuation Guidelines

The value of housing services in this Section will only serve as guidelines in the determination of the reduction in rent in arriving at a reasonable valuation of the corresponding reduction in rent. The value of those services will be determined primarily upon reasonable valuation evidence presented to the hearing examiner or Commission and upon consideration of the factors set forth at Regulation 60041.B., above. Each value listed is intended to apply to the loss of each distinct item lost (e.g., “Window” is intended to indicate the value for the loss of one window). The value of housing services in this Section shall be increased by the annual general adjustment announced by the Commission effective September 1 of each year beginning in 2023, rounded to the nearest whole dollar amount.

<b>HOUSING SERVICE</b>	<b>Low</b>	<b>High</b>
Air Conditioner	15	166
Attendant (Front Desk/Door)	29	39
Balcony/Patio (Common Area)	10	62
Balcony/Patio (Unit Specific)	17	128
Barbecue Grill	5	26
Bicycle Rack	7	28
Cabinet	5	14
Carpet (Common area)	24	32
Carpet (Unit)	62	166
Ceiling Fan	10	25
Closet (Sliding Doors)	5	14
Clothes Washer (Common Area)	29	82
Clothes Dryer (Common Area)	29	82
Clothes Washer (Unit)	44	123
Clothes Dryer (Unit)	44	123
Dishwasher	44	123
Dog Park	15	77
Door Lock/Chain (Interior)	15	51
Doorbell	5	15
Door (Common Area Exterior)	29	51
Door (Screen Door)	5	28
Door (Shower)	5	55
Door (Unit Entry)	14	138
Door (Unit Interior)	5	28
Driveway	10	39
Electric Vehicle Charging Station	31	92
Electrical Outlet	5	31
Elevator	11	113
Exhaust Fan	10	25
Floor (Hardwood)	35	94
Floor (Laminate)	18	51

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**Rent Stabilization Regulations**

Floor (Linoleum/Vinyl)	18	51
Floor Surface (Other)	8	23
Furnishings	294	794
Furniture (Common Area)	17	47
Garbage Disposal	5	39
Gardening/Landscaping Services	23	62
Gates and Fences	14	72
Gym	15	103
Heating/Furnaces	89	241
Intercom	6	34
Jacuzzi/Hot tub	5	47
Light Fixture (Exterior)	5	14
Light Fixture (Interior)	10	28
Mail/Package Holding Room	5	26
Mailbox	15	46
Manager (On Site)	14	113
Microwave	14	78
Onsite Rental Payment	10	26
Oven/Stove	29	166
Paint (Exterior)	29	46
Paint (Interior Common Area)	33	51
Paint (Unit Interior)	41	123
Parking	82	308
Plumbing - Faucets/Shower Heads	5	56
Plumbing - Leaking Drain/Basin	29	138
Plumbing - Potability of Water	29	78
Plumbing - Sink/Bathtub Surfaces	7	28
Plumbing – Toilet	29	277
Pool	15	77
Railings/Stairs	7	82
Recreation Room	10	103
Refrigerator	81	218
Required Notice	5	15
Roof Integrity	74	200
Security System/Cameras	29	154
Smoke/Carbon Monoxide Detector	23	62
Storage	44	246
Sunshade (Porch/Balcony)	5	14
Tile	5	14
Trash Chute	5	15
Vermin Infestation/Pest Control	42	179
Wall Surfaces/Wallpaper	14	39
Window Covering	5	14

**City of West Hollywood**

**Rent Stabilization Regulations**

Window Screen	14	39
Window	5	84
Yard/Garden	15	154

60042. Change in Housing Services.

This Section is intentionally left blank. (Amended by R.S. Res. 93-09, as approved by the City Council on 4-19-93)

60043. Rents Charged for Comparable Rental Unit.

A. If a party wishes to assert at a hearing on a rent increase application that the rent(s) charged on the base date was disproportionately low, pursuant to Municipal Code Section 17.44.030, evidence of rents charged for comparable units may be considered and evaluated along with the other relevant evidence, in light of the circumstances of the case. In order for a unit to be considered as comparable under Municipal Code Section 17.44.030, the party must demonstrate:

1. The other units are located within the City of West Hollywood and are regulated by the Rent Stabilization Ordinance; and
2. The other units have substantially the same number of rooms and size as the units in the premises; and
3. The other units have substantially the same amenities or housing services provided to them as the units in the premises; and
4. The maintenance provided by the landlords to the other units is substantially the same as the maintenance provided to the premises by this landlord; and
5. The other building(s) have substantially the same number of units, building amenities and housing services; and
6. If the units are in a building owned by another landlord, the landlord(s) who own the other units are presumed to be receiving a just and reasonable return under Municipal Code Section 17.44.030 of the Ordinance, unless demonstrated otherwise. (Amended by R.S. Res. 87-16, as approved by City Council on 5-20-87)

**SUBCHAPTER F. COMPLIANCE DETERMINATION IN RENT ADJUSTMENT DECISIONS CONCERNING HOUSING SERVICES AND MAINTENANCE.**