

**ORDINANCE NO. 23-07**

**AN ORDINANCE OF THE CITY OF MAYWOOD ADDING A NEW CHAPTER 21 TO TITLE 8 OF THE MAYWOOD MUNICIPAL CODE TO ESTABLISH RENT STABILIZATION REGULATIONS**

**THE CITY COUNCIL OF THE CITY OF MAYWOOD DOES ORDAIN AS FOLLOWS:**

**Section 1.** Title 8 (Building Regulations) is hereby amended by adding a new Chapter 21 entitled "Rent Stabilization" to read as follows:

"Chapter 20. Rental Stabilization

- 8-21.01 Purpose.
- 8-21.02 Definitions.
- 8-21.03 Applicability.
- 8-21.04 Exemptions.
- 8-21.05 Excess Rents Unlawful.
- 8-21.06 Permissible Rental Rate Increases.
- 8-21.07 Reasonable Rate of Return.
- 8-21.08 Pass-Through of Capital Improvement Costs.
- 8-21.09 Landlord Application for Rent Adjustment.
- 8-21.10 Tenant Petition for Rent Adjustment.
- 8-21.11 Security Deposit.
- 8-21.12 Rental Unit Registration.
- 8-21.13 Rent Increases Ineffective.
- 8-21.14 Notices to Tenants.
- 8-21.15 Enforcement.
- 8-21.16 Administrative Review and Appeals.
- 8-21.17 Administrative Citations.
- 8-21.18 Additional Remedies.
- 8-21.19 Waiver of Provisions of this Chapter Prohibited.
- 8-21.20 Implementation and Rulemaking.

## **8-21.01 Findings and Purpose.**

The City Council of the City of Maywood finds:

A. Rents throughout the Los Angeles County region continue to rise despite the Tenant Protection Act of 2019. Market pressures, such as increasing real estate costs, has led to a decrease of the affordability and stability of the housing stock. As a result, it is increasingly difficult for Tenants to find adequate, safe, and habitable housing at reasonable rents.

B. According to the Maywood Housing Element, nearly twenty percent of Maywood's households are experiencing poverty. This is more than double the household poverty rate in the Southern California Association of Governments region. Many elderly households are also experiencing poverty. Nearly 80% of Maywood's elderly families earn less than 50% of the Housing and Urban Development Area Median Family Income. Of these elderly families, 57.7% are living in extreme poverty as they earn less than 30% of the Housing and Urban Development Area Median Family Income.

C. According to the Maywood Housing Element, nearly three-quarters of Maywood's housing is renter-occupied. Approximately 63.2 % of Maywood renters are "rent burdened," which is defined by the U.S. Department of Housing and Urban Development (HUD) as a renter-household spending more than 30% of its household income on rent. An additional 30.7% are excessively rent burdened spending 50% or more of their gross income on rent. This is higher than other cities in the Southern California Association of Governments region.

D. The purposes of this Chapter are to promote long-term stability and certainty for Tenants in the rental market while providing Landlords an ability to receive a fair and reasonable return with respect to the operation of their property. This Chapter regulates rents and requires Landlords to register rental property, establishes an administrative hearing process, and provides for procedures, regulations and guidelines for the implementation and enforcement of this Chapter.

**8-21.02. Definitions.** For purposes of this Chapter, unless the context requires otherwise, the following definitions shall apply:

A. "Administrative Procedures, Regulations and Guidelines" means the administrative procedures, regulations and guidelines adopted by the City Manager pursuant to Section 8-21.20 of this Chapter.

B. "Capital improvement" means the addition, substantial repair or replacement of any improvements to dwelling units, buildings, or common areas, which materially adds to the value of the property, appreciably prolongs its useful life or adapts it to new uses, provided such improvement has a useful life expectancy of more than five years and is the same type of improvement as those allowed to be amortized over the

useful life of the improvement in accordance with the Internal Revenue Code and its regulations or similar improvements as determined by the department and as specified in Section 8-21.08 and in the Administrative Procedures, Regulations and Guidelines. "Capital improvement" does not include normal or routine maintenance or repair or repairs covered by insurance.

C. "Covered Rental Unit" means any Rental Unit that is not designated as exempt pursuant to 8-21.04.

D. "Department" means the Building and Planning Department or other department designated by the City Manager to administer the provisions of this Chapter.

E. "Director" means the Director of Building and Planning or designee.

F. "Hearing Officer" means the person designated by the City Manager or designee to conduct a review hearing and decide petitions and appeals under this Chapter.

G. "Housing Services" means all services provided by the Landlord related to the use or occupancy of a Rental Unit, including, water, heat, utilities, insurance, maintenance, repairs, painting, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, window shades and screens, parking, storage, security services, recreational areas, right to have specified number of Tenants or occupants, allowing pets, communications technologies (internet, cable and satellite services), and any other benefit, privilege or facility that has been provided by the Landlord to the Tenant with use or occupancy of a Rental Unit. Services to a Rental Unit shall include a proportionate part of services provided to common facilities of the building or residential complex in which a Rental Unit is contained.

H. "Landlord" means an owner, lessor, sublessor, or any other person entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing.

I. "Rent" means the sum of all periodic payments and all nonmonetary consideration demanded or received by a Landlord from a Tenant for the use or occupancy of a Rental Unit, including Tenant's access to and use of housing services. "Rent" includes, without limitation, the fair market value of goods accepted, labor performed, or services rendered. "Rent" does not include any of the following: security deposits, utility charges billed separately to the Tenant by the utility company, and pass-through fees and charges authorized pursuant to this chapter.

J. "Rental agreement" means an agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and related housing services.

K. "Rental Unit" means any dwelling unit, as defined under California Civil Code Section 1940(c), located in the City and that is used or occupied for human habitation in consideration of payment of rent, whether or not the residential use is legally permitted, including, and accessory dwelling units.

L. "Residential Real Property" includes any parcel of land containing one or more dwelling units intended for human habitation.

M. "Service Reduction" means any decrease or diminution in the level of housing services provided by the Landlord on or after the effective date of this chapter, including, but not limited to, services the Landlord is required to provide pursuant to: (a) California Civil Code Section 1941 et seq.; (b) a Rental Agreement between the Landlord and the Tenant; and (c) the level of service as implied by the condition of improvements, fixtures, and equipment, and their availability for use by the Landlord at the time of execution of the Rental Agreement with the Landlord.

N. "Tenancy" means the lawful right or entitlement of a Tenant to use or occupy a Rental Unit. This includes a lease or a sublease.

O. "Tenant" means a Tenant, subtenant, lessee, sublessee, or any other person entitled, under the terms of a Rental Agreement, to the use or occupancy of any Rental Unit.

**8-21.03. Applicability.** This Chapter shall apply to all Rental Units within the City, unless otherwise exempt pursuant to the provisions of this Chapter or State or federal law. This Chapter shall be known as the "Rent Stabilization Ordinance."

**8-21.04. Exemptions.** This Chapter shall not apply to any dwelling units expressly exempt pursuant to any provision of state or federal law, and such units shall be exempt from the provisions of this Chapter, with the exception of the requirements of Section 8-21.12. The following dwelling units are also specifically exempt from this Chapter, with the exception of the requirements of Section 8-21.12:

A. Any dwelling unit that has a certificate of occupancy or equivalent permit issued after February 1, 1995. For this purpose, certificate of occupancy or the equivalent permit, is the certificate first issued before the property is used for any residential purpose.

B. Any dwelling unit that is alienable separate from the title to any other dwelling unit, including single family residences, condominiums and townhomes, but excluding mobile homes offered for rent by the owner of the mobilehome, or is a subdivided interest in a subdivision, as specified in California Business and Professions Code Section 11004.5 (b), (d) or (f).

C. Any dwelling unit restricted by deed, regulatory for which the Landlord receives federal, state or local housing subsidies, but excluding any dwelling unit for which a Landlord receives federal housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937.

D. Any dwelling unit for which rental rates are separately governed by deed restriction, regulatory restriction, a contract or other recorded document with or required by a governmental or non-profit entity, for use as affordable housing pursuant to Health and Safety Code Section 50093.

E. Accommodations in a hotel, motel, inn, tourist home, or rooming and boarding house or other facilities, for which the City has received or is entitled to receive payment of transient occupancy tax pursuant to Article 3 of Chapter 5 of the Maywood Municipal Code.

F. A dwelling unit that the Landlord or the Landlord's immediate family occupies as their principal place of residence at the beginning of the Tenancy so long as the Landlord or the Landlord's immediate family continues in occupancy.

Any person with an ownership interest in a Rental Unit may claim an exemption from this Chapter by filing with the Department an application of exemption on a form approved by the Department.

**8-21.05. Excess Rents Unlawful.** It shall be unlawful for a Landlord to charge, demand, extract, accept, receive or retain any Rent in excess of the maximum amount which may be validly charged as set forth in this Chapter.

**8-21.06. Permissible Rental Rate Increases.**

A. **Applicability.** As of September 22, 2023, no Landlord may request, receive, or retain rent for a Covered Rental Unit from an existing Tenant whose Tenancy began on or before September 22, 2023, in an amount that exceeds the monthly rent that was in effect on September 22, 2023, plus any Rent increase authorized by this Section 8-21.06. No Landlord may request, receive, or retain rent for a Covered Rental Unit from a Tenant whose Tenancy began after September 22, 2023, which amount exceeds the initial monthly rent charged for the Covered Rental Unit, plus any increase authorized by this Section 8-21.06, if applicable.

B. **Annual Permissible Rent Increases.** On or after September 22, 2023, Rent for a Covered Rental Unit may be increased no more than four percent (4%) or the change in the Consumer Price Index, whichever is less, subject to the following provisions:

1. For purposes of this paragraph, "change in CPI" means the percentage change in the Consumer Price Index for All Urban Consumers for the Los Angeles-Long Beach-Anaheim region over the previous 12-month period ending in April

of each year or such other month as provided for in the Administrative Procedures, Regulations and Guidelines.

2. No more than one Rent increase for a Covered Rental Unit may be imposed in any twelve (12) month period following the effective date of the ordinance adopting this Chapter.

3. A reduction in Housing Services is considered an increase in Rent.

4. No Landlord shall be obligated to decrease the Rent in the event of a negative percentage change in CPI. .

5. A Landlord may set an initial Rent for a Covered Rental Unit without restriction at the commencement of a new Tenancy where no Tenant or a member of Tenant's household is an occupant of the Covered Rental Unit in question. After the Landlord sets the initial Rent for such Covered Rental Unit, the Landlord may only increase the rent as provided by this Chapter.

6. A Landlord may impose an annual Rent increase for any Covered Rental Unit, as allowed in this section, only after providing at least 30 days' written notice to the Tenant of the rent increase pursuant to California Civil Code Section 827.

7. A Landlord may impose an annual Rent increase only upon registering the Rental Unit with the City and paying any required annual registration fee.

C. The Department shall announce the maximum allowable annual Rent increase effective as of July 1 of the same year or at such other date as set forth in the Administrative Procedures, Regulations and Guidelines.

D. A Landlord who does not impose an annual Rent increase or a portion of the permitted annual Rent increase waives that annual Rent increase or the remaining portion of that permitted annual rent increase for the remainder of the Tenancy. A Landlord shall not bank any waived or unused permitted annual rent increases for use in future years.

E. This chapter does not supersede a Landlord's right to set the initial Rent for new tenancies under state law.

F. A Tenant of a Covered Rental Unit subject to this section shall not enter into a sublease that results in a total Rent for the Rental Unit that exceeds the allowable Rent authorized by this section. Nothing in this section authorizes a Tenant to sublet or assign the Tenant's interest where otherwise prohibited.

G. A Tenant may refuse to pay a Rent increase which is in violation of this Chapter. Such refusal to pay the unallowed increased amount in excess of permitted Rent

charges shall be an affirmative defense in any action brought to recover possession of a Rental Unit or to collect the Rent increase owed.

H. Notwithstanding the provisions of this Section 8-21.07, any rent increase may not be imposed until after the 60th day from the effective date of this Chapter and as long as the Landlord is in compliance with the other provisions of this Chapter.

**8-21.07. Reasonable Rate of Return.** This Chapter allows for an annual adjustment of Rent for any of up to CPI or four percent (4%), whichever is less, as set forth in Section 8-21.06. The City finds such an increase provides a just and reasonable return on a Landlord's property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on comparable investments, but not so high as to defeat the purpose of curtailing excessive rents and rental increases. Notwithstanding the foregoing, however, any Landlord who contends that the limit on rental increases set forth in this Chapter above will prevent a Landlord from receiving a fair and reasonable return on their property may petition for relief from the cap set forth in Section 8-21.06 under the procedures set forth in section 8-21.09 and under applicable laws.

**8-21.08. Pass-Through of Capital Improvements Costs.**

A. A Landlord may pass through fifty percent (50%) of Capital Improvement costs to existing Tenants in Covered Rental Unit in accordance with this Section and the Administrative Procedures, Regulations and Guidelines.

B. Capital Improvements must be for the primary benefit, use and enjoyment of Tenants, cost-factored, and amortized over a useful life of at least five (5) years, and permanently fixed in place or relatively immobile and appropriate to the use of the rental property. A Landlord must file an application for recover of Capital Improvement costs within twelve (12) months from the date of completion of the Capital Improvement.

C. If a Landlord's application is approved by the Director, the Landlord may pass-through approved costs of Capital Improvements to Tenants in Covered Rental Units only if: (1) the Landlord has provided written notice to the Tenant of the approved pass-through costs to Tenants in accordance with California Civil Code Section 827; (2) the Landlord has registered each Rental Unit, and is current on payment of registration fees pursuant to Section 8-21.12.

D. The Director's decision may be appealed to a hearing officer in accordance with Section 8-21.15.

**8-21.09. Landlord Application for Rent Adjustment.**

A. If a Landlord desires to increase the Rent for a Covered Rental Unit in an amount greater than allowed in Section 8-21.06, and the Landlord contends that the limitations on Rent increases in Section 8-21.06 will prevent the Landlord from receiving

a fair and reasonable return with respect to the operation of the property containing the Rental Unit, the Landlord may file a rent adjustment application with the Community Development Department to request an increase in Rent beyond the amount permitted under Section 8-21.06. The application for the Rent increase shall be processed in accordance with the provisions herein and the Administrative Procedures, Regulations and Guidelines.

B. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code Section 1947.12.

C. If a Landlord's application for a rent increase is approved by the Director, the rent increase is effective only if: (1) the Landlord has provided written notice to the Tenant of the approved Rent increase for the Covered Rental Unit in accordance with California Civil Code Section 827; and (2) the Landlord has registered each Rental Unit in the Rental Property, and is current on payment of registration fees pursuant to Section 8-21.12.

D. The Director's decision may be appealed to a hearing officer in accordance with Section 8-21.15.

#### **8-21.10. Tenant Petition for Rent Adjustment.**

A. If a Tenant contends that a proposed or actual rent increase is not in compliance with this Chapter or that there has been a reduction in Housing Services, the Tenant may file a petition with the Department within one-hundred eighty (180) days from the date the Tenant knew, or reasonably should have known, of the Landlord's potential violation. The Tenant shall mail a copy of the petition by first class mail, postage prepaid, to the Landlord within five calendar days after the date the petition is filed. Within ten calendar days after the date the petition is filed, the Tenant shall file a proof of service signed under penalty of perjury stating that a copy of the petition was mailed to the Landlord. The petition shall include a statement indicating the basis on which the Tenant contends that a proposed or actual rent increase or a proposed or actual reduction in housing services is in violation of this Chapter, together with any evidence that the Tenant wants the Director to consider. The Tenant shall bear the burden of proving by a preponderance of the evidence at the hearing that the rent increase or reduction in housing services is not in compliance with this Chapter.

B. Tenant petitions will be considered and determined by the Director in accordance with Administrative Procedures, Regulations and Guidelines. The Director's decision may be appealed to a hearing officer, in accordance with the procedures set forth in Section 8-21.16



**8-21.11. Security Deposit.**

A. Landlord may not demand or receive a security deposit, however denominated, in an amount or value in excess of the security deposit charged or received at the initiation of the Tenancy.

B. As used in this section, security deposit means any “security” as defined in California Civil Code Section 1950.5.

**8-21.12. Rental Unit Registration.**

A. Registration Required. No Landlord shall demand or accept rent for a Covered Rental Unit without first registering the Covered Rental Unit and serving on the Tenant or displaying in a conspicuous place, proof of registration.

B. Registration Process.

1. Within 60 days after the effective date of this Chapter for the initial registration, and on or before September 30th of each subsequent year, a Landlord must register with the department each Rental Unit that is rented or available for rent for a term exceeding 30 consecutive days by filing a rental registration in a form approved by the City. The Landlord shall provide the Rent amount and Tenancy information for every Rental Unit on the rental registration form. Registration is complete only when any and all fees under this Chapter have been paid and all of the following information is provided: ownership information; property information; year built; certificate of occupancy date or the date the final permit was issued by the City; the number of total Rental Units in the rental property; the number of bedrooms and bathrooms for each Rental Unit; Tenant information, including names and move-in dates; the amount of rent in effect at the time of registration and the date and amount of the last rent increase; and a description of the housing services.

2. After the initial Rental Unit registration, the Landlord shall: (i) update the rental registration annually; (ii) update the rental registration within 30 days of the start of a new tenancy; (iii) update the rental registration if there is any subsequent change in tenancy or ownership (i.e. change in ownership or management or change in owner’s or manager’s contact information).

3. A Landlord of a Rental Unit which is not registered with the City because of a claim of exemption, shall provide the City, on a form approved by the City and accompanied by supporting documentation, a written declaration stating the facts upon which the Landlord bases a claim of exemption from this Chapter. If a Landlord fails to submit a written declaration and supporting documents by September 30, 2023 and September 30 of each year thereafter, the Rental Unit shall be deemed to be subject to the provisions of this Section 8-21.06. If a Landlord declares that the Rental Unit is not subject to the registration requirements of this Section because the Rental Unit is vacant,

the Landlord shall provide a certification to the Department declaring that the Rental Unit is and shall remain vacant, and the Rental Unit shall be secured against unauthorized entry.

4. For every Rental Unit for which a Landlord is required to register pursuant to this Section, the Landlord shall post a notice in a form provided by the City, providing information about this Chapter and the Department's contact information. Notices must be posted in a conspicuous location in the common area, at the entry or entries to the building or units, or other similar location or locations as necessary to provide Tenants a reasonable opportunity to view the notice. If there is no common area or similar location, this requirement may be satisfied by mailing the notice to each Tenant of the building, by certified mail, return receipt requested. The notice shall be written in English and Spanish, and in any other languages as required by the City.

C. Failure to Comply; Appeals and Final Administrative Decision.

1. The Department shall provide written notification to the Landlord of a failure to comply with this Section and allow 15 calendar days to respond. The Landlord is deemed not in compliance until the Landlord provides the rental information as required by Section 8-21.12.B.1.

2. Any Landlord disputing the Department's notification of deficient registration may file a written appeal with the City Clerk within ten calendar days of the date of the notice of deficiency. The City Manager shall provide a written notice within 30 calendar days of its appeal decision, which shall be a final administrative decision.

D. Registration fee.

1. A Landlord must pay an annual registration fee for each Rental Unit in the amount established by resolution of the City Council. Such fees are intended to recover the city's reasonable costs associated with the administration and enforcement of the rent stabilization and Tenant eviction protection regulations as set forth in this Chapter 8-21 and Chapter 8-17.

2. A Landlord may recover fifty percent (50%) of the registration fee from the Tenant for the registration of Tenant's Rental Unit (the "pass-through fee"). A Landlord may only collect one pass-through fee at a time and only if the Landlord provides the Tenant with thirty (30) days' notice before collecting the pass-through fee. The pass-through fee is not considered rent and should appear as a separate line item on the rent statement. A Tenant's payment to the Landlord for the pass-through fee shall be paid in twelve (12) equal monthly installments, unless otherwise agreed to by the Tenant.

**8-21.13. Rent Increases Ineffective.**

A. No Rent increase shall be effective if the Landlord:

1. Fails to substantially comply with all provisions of this Chapter, as it may be amended from time to time, and with any other applicable policies, regulations or resolutions concerning Rent, including without limitation the service of the Tenant with a legally required notice of a rent increase under State law, the registration of all Rental Units within the City, and the payment of all fees; or

2. Fails to maintain the residential real property in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code sections 17920.3 and 17920.10; or

3. Fails to make repairs ordered by the City or court of competent jurisdiction.

B. Any waiver or purported waiver by a Tenant of rights granted under this article prior to the time when such rights may be exercised shall be void as contrary to public policy.

#### **8-21.14. Notices to Tenants.**

A. Mandatory Notices to Tenants. Landlords must provide to each Tenant, prior to, or at the time of, agreeing to rent or lease a Covered Rental Unit, a notice of Tenant rights under this Chapter. The Department shall publish a form notice of Tenant rights in English and Spanish and any other language as needed. Landlords must provide the form notice in the following circumstances.

1. When entering into a rental agreement, by including a copy of the form notice as an exhibit or attachment to the written rental agreement;

2. When renewing a rental agreement; and

3. When providing notice of a rent increase or decrease in a Covered Rental Unit.

B. Notice Regarding Potential Pass-Through Costs and Fees. A Landlord shall include language in the rental agreement that Tenant may be subject to pass-through costs and fees that have been reviewed and approved by the Department.

C. If the rental agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of Tenant rights and notice regarding potential pass-through costs and fees in English and the language in which the rental agreement was negotiated or written.

**8-21.15 Enforcement.** The Department is authorized to take appropriate steps it deems necessary to administer and enforce this Chapter.

**8-21.16 Administrative Review and Appeals.**

A. Administrative Review.

1. The Director's decision on a Rent Adjustment Application, Pass-Through Cost Recovery Application or a Tenant Petition for Adjustment will be given in a notice of decision. In the case of a decision on a Rent Adjustment Application or Pass-Through Cost Recovery Application, the Landlord shall, within five calendar days after the decision date identified in a notice of decision that approves an increase in rent or a pass-through of capital improvement costs or other pass-through, deliver a copy of the notice to each affected Tenant. In the case of a decision on a Tenant Petition for Adjustment, the Director shall serve the notice of decision on the Tenant and the Landlord concurrently.

2. The Director shall review and evaluate applications pursuant to this chapter and issue a notice of decision in accordance with adopted procedures and regulations.

3. The Director may request documents, interview witnesses and affected parties, and gather necessary evidence to review and make appropriate conclusions and findings.

4. The Director's decision may be appealed to a hearing officer in accordance with the following procedures set forth herein.

B. Appeal. A Landlord or an affected Tenant who wishes to contest the Director's decision on a Rent Adjustment Application or Pass-Through Cost Recovery Application, or a Landlord or Tenant who wishes to contest the Director's decision on a Tenant Petition for Adjustment, may file a request for appeal of the Director's decision with the City Clerk requesting a hearing, which will be heard in accordance with the procedures set forth in this Section.

1. Appeals shall be submitted in writing on a request for appeal form, along with the accompanying appeal fee, and filed with City Clerk within 30 calendar days after the decision date identified in the notice of decision ("final decision"). The hearing officer shall have no authority to consider matters not filed within thirty (30) days of the final decision. If the filing deadline falls on a weekend, holiday, or other day when city hall is officially closed, the filing deadline will extend to the following city hall business day.

2. The request for appeal shall specifically state the pertinent facts and the basis for the appeal and shall include:

a. A general statement, specifying the basis for the appeal and the specific aspect of the decision being appealed, and shall be based upon an error in fact or dispute of findings.

b. Supporting evidence substantiating the basis for the appeal.

c. Any other documentation or information the appealing party wants the hearing officer to consider.

C. Hearing Procedure.

1. Hearing Dates. A hearing on a request for appeal will be scheduled before a hearing officer for a date no sooner than 15 days and no later than 60 days after receipt of the request for appeal, unless the hearing officer determines that good cause exists for an extension of time. Upon setting the hearing date, the hearing officer shall send written notice to the appealing party of the date, time and place set for the hearing. Within five (5) calendar days of receipt of the notice of hearing, the appealing party shall deliver a copy of the notice to each affected Tenant or Landlord, as applicable, via personal service or certified mail return receipt requested.

2. Public Hearing. The appeal hearing shall be conducted at a hearing open to the public. At the hearing, the hearing officer shall review the record of the decision and hear testimony of the party requesting the appeal, representatives of the department, and any other interested party. The hearing officer may continue the hearing and request additional information from the Landlord or Tenant before issuing a written decision. The hearing officer shall have the power to issue orders to keep order and decorum during the hearing.

3. Application and Materials. At an appeal hearing, the hearing officer shall consider only the administrative record that was the subject of the department's final decision.

4. Hearing continuance. The hearing officer may, in his or her discretion, grant a continuance of the hearing date upon a request and a showing of good cause. The request must be made in writing and be received by the hearing officer at least five business days prior to the hearing date. If the Landlord is the party requesting an extension, the Landlord must personally deliver a copy of the request to the affected Tenant(s). If a Tenant is the party requesting an extension, the Tenant must personally deliver a copy of the request to the Landlord or Landlord's agent. In no event shall the continuance be longer than 15 calendar days from the originally scheduled hearing date.

D. Decision and Notice.

1. After the hearing, the hearing officer shall either: (a) affirm, modify, or reverse the department's decision and specify the reasons for its decision; or (b) refer the matter back to the department for further review.

2. A written decision shall be rendered within thirty (30) calendar days of the conclusion of the hearing. The hearing officer shall deny, affirm or modify the Director's decision and shall adopt written findings in support of that decision.

3. The written decision shall be served by first-class mail, postage prepaid on the appealing party and as applicable, the Landlord or affected Tenant within ten (10) days after the hearing officer renders its decision.

E. Final Decision. The decision of the hearing officer shall be final and not subject to further appeal.

F. Judicial Review of Hearing Officer Decision. Any person directly aggrieved by an administrative decision of a hearing officer pertaining to a request for appeal of a director's decision under this Chapter, may seek judicial review in the court pursuant to Government Code Section 53069.4 and/or Code of Civil Procedure Sections 1094.5 and 1094.6.

G. Hearing Officer. The City Manager shall establish procedures for the selection of a Hearing Officer. Hearing Officers shall be selected in a manner that avoids the potential for pecuniary or other bias. In no event shall the Hearing Officer be the Director. The compensation, if any, of the Hearing Officer shall be paid by the City. Compensation shall not be directly or indirectly conditioned upon whether or not decisions of the City are upheld by the Hearing Officer.

**8-21.17 Administrative Citations.** Administrative Citation. Any Landlord or Tenant who violates any provision of this chapter, or department's procedures and guidelines, is subject to an administrative citation and fine as provided for in Section 6-4.30 of this Code.

**8-21.18 Additional Remedies.**

A. Civil Liability. Any Tenant, or any other person or entity acting on behalf of the Tenant, who will fairly and adequately represent the Tenant's interest, including the city, is authorized to bring a civil action and/or proceeding in a court of competent jurisdiction for violation of this chapter, for civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this chapter. The court may award reasonable

attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.

B. Defense to Eviction. A Tenant may assert as an affirmative defense a Landlord's failure to comply with the provisions of this chapter in any action by a Landlord to recover possession of a Rental Unit.

C. Each violation of any provision of this chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.

D. The above remedies are not exclusive and do not preclude the city or any Tenant from seeking other remedies or penalties provided by applicable law.

**8-21.19. Waiver of Provisions of this Chapter Prohibited.** Any provision of a rental agreement or lease, including any amendment or extension, or any other agreement between a Landlord and a Tenant, which waives any provision of this Chapter, including but not limited to the provision relating to the maximum amount of rent to be paid for a Covered Rental Unit, shall be deemed to be against public policy and shall be void, unless expressly authorized by State law.

**8-21.20. Implementation and Rulemaking.**

A. The City Manager and City Attorney shall take all actions necessary to implement this Rent Stabilization Ordinance and effectuate the intent of the City Council in adopting this Rent Stabilization Ordinance, including the preparation of informational materials and forms.

B. To implement and enforce this Chapter, the City Manager may adopt administrative procedures, regulations and guidelines consistent with the provisions of this Chapter. These administrative procedures, regulations and guidelines shall have the force and effect of law and may be relied upon by the parties to determine their rights and responsibilities under this Chapter. Such administrative procedures, regulations and guidelines shall be posted at City Hall or on the City's website or made available by the City when so adopted.

**Section 2. Severability.** If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, without regard to whether any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

**Section 3.** Effective Date of Ordinance. This ordinance shall go into effect and be in full force and operation from and after thirty (30) days after its final passage and adoption.

**Section 4.** Certification and Publication. The City Clerk shall certify to the adoption of this Ordinance and shall cause the same to be published or posted in the manner prescribed by law.

**PASSED, APPROVED, AND ADOPTED**, this \_\_\_\_ day of \_\_\_\_\_, 2023.

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Frank Garcia, Mayor

ATTEST:

\_\_\_\_\_  
Daisy Guerrero, Deputy City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Roxanne Diaz, City Attorney



STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )  
CITY OF MAYWOOD )

I, Daisy Guerrero, Deputy City Clerk of the City of Maywood, County of Los Angeles, State of California, do hereby certify that the foregoing Ordinance, being Ordinance No. 23-07, was duly passed, approved by not less than four members of the City Council of the City of Maywood, signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of the City Council held on the 26<sup>th</sup> day of July, 2023, that it was duly posted and that the same was passed and adopted by the following vote, to wit:

AYES:

NAYES:

ABSENT:

ABSTAINED:

\_\_\_\_\_  
Daisy Guerrero, Deputy City Clerk