



Culver City rent and eviction protections in a nutshell

Rent Control Ordinance

Exemptions

- Dwelling units expressly exempt from rent control per state or federal law.
- Dwelling units occupied after February 1, 1995.
- Single-family homes, condominiums and townhomes.
- Subdivided interest in a subdivision.
- Government subsidized dwelling units.
- If California Proposition 21 is approved by voters in the November 2020 election, units occupied for longer than 15 years and corporate-owned single family homes would **not** be exempt and would be subject to City's rent control ordinance.

Maximum Allowable Rent Increase

- Maximum allowable annual rent increase is the average annual change in the consumer price index ("CPI change").
- If CPI change is less than 2%, maximum allowable annual rent increase is 2%.
- If CPI change is more than 5%, maximum allowable annual rent increase is 5%.
- Prior increase under Interim Rent Control Ordinance in combination with a rent increase under permanent ordinance may not exceed maximum allowable annual rent increase.

Landlords May Re-establish Rents at Market Rates When:

- Tenant voluntarily vacates, with certain limitations.
- Tenant is evicted based on "for cause" grounds.

- Tenant is evicted based on “no fault” grounds, with the following limitation: if vacated for landlord’s relative to move-in, the unit must remain relative’s primary residence for three years.

Landlords May Not Set Rents to Market Rates When:

- Tenant vacates due to landlord harassment.
- Tenant is evicted before the end of their first year (12-month “vesting” period).
- Tenant voluntarily vacates pursuant to a tenant buyout agreement due to untenable conditions (such as major renovation).

Rent Adjustments Exceeding Maximum Allowable Increase

- Process for landlord to request a rent adjustment if they can demonstrate the limitations on rent increases will prevent the Landlord from receiving a fair and reasonable return with respect to the operation of the property.

Capital Improvement Pass-Through Program

- 50% of the cost of eligible capital improvement projects may be passed-through to tenants, amortized over the useful life of the improvement, with an aggregate cap of the pass through costs not to exceed 3% of tenant’s rent.
- Eligible capital improvement projects include the addition of new capital improvements, but not the renovations or replacement of existing capital improvements.

Rent Registry

- All rental units must be registered with the City.
- Registration must be updated annually, upon a new tenancy, and when there are changes in housing services for the unit.

Tenant Protections Ordinance

Eviction Protections

- Evictions must be based on “for cause” or “no fault” grounds.

- “For cause” includes failure to pay rent; breach of rental agreement; failure to provide reasonable access to unit; tenant’s use of unit to create a nuisance or for an illegal purpose; tenant was the resident manager who has been terminated.
- “No fault” includes recovery of unit in order to: demolish; remove from rental market; move-in landlord or landlord’s relative, provided they must continue to occupy property for at least 3 years; comply with deed or regulatory restriction; comply with government or other order necessitating the vacancy.
- Tenants protected from eviction include: long-term tenants who are 62 years old or disabled; terminally ill tenants; low-income tenants; tenants with school-aged children protected during the school year.

Exemptions from Eviction Protections

- Eviction protections do not apply within the first 12 months of tenancy (12-month “vesting” period).
- Eviction protections do not apply to units that lack their own bathroom or kitchen facility.

Relocation Assistance

- Three times the greater of current rent in effect or market rent, plus \$1000.
- Landlord may deduct past due rent, with the exception of back rent accrued during City’s Residential Tenant Eviction Moratorium period, as well as amounts to cover extraordinary wear and tear.
- “Small Landlords” (defined as those owning 3 units or less within and outside of Culver City) shall only pay 50% of the amount of relocation assistance otherwise due.

Exemptions from the Payment of Relocation Assistance

- Tenant was on notice prior to entering rental agreement that application to subdivide property or convert the building for a condominium, stock cooperative or community apartment project was on filed or approved by the City.

- Landlord's recover of the unit and eviction of tenant was in compliance with government or court order to vacate due to natural disaster or act of God conditions.

Tenant Protections During Temporary Untenantable Conditions

- Landlord has obligation to take steps to make unit safe for tenant during the work or to relocate tenant to comparable living arrangements.
- If work is anticipated to last for more than 30 days, tenant may voluntarily terminate tenancy and enter into buyout agreement with the landlord.
- If work continues to persist for more than 30 days after projected completion date of the work, tenant may renew their option to voluntarily terminate tenancy and enter into buyout agreement with the landlord.
- Landlords must provide 30 days' notice prior to construction with shorter period for emergencies.

Tenant Buyout Agreements

- Rules and procedures for a landlord to offer tenant a buyout agreement.

Retaliatory Eviction and Anti-Harassment

- Adoption of local anti-harassment laws