CITY OF OAKLAND

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June 21, 2016

HONORABLE CITY COUNCIL
Oakland, California 94612

RE: Item No. 13 of the June 21, 2016 Council Agenda "Recommendation: Receive The Analysis Of The Circulating Ballot Measure Concerning Renter Protections Under The Provisions Of Elections Code Section 9212 And Specifically Including Consistency With The City's Charter And Other Ordinances"
15-1198

Dear President Gibson McElhaney and Members of the Council:

Attached herein is for the above-referenced matter.

Respectfully submitted,

BARBARA J. PARKER
City Attorney

BJP:csa

Encl.

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MEMORANDUM

To: Members of the Oakland City Council

From: Karen Getman and Robin B. Johansen

Date: June 9, 2016

Re: Proposed Initiative Measure Known as The City of Oakland Renters' Upgrade Act

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Acting pursuant to Elections Code section 9212, you have asked us to analyze a proposed ballot measure known as The City of Oakland Renters' Upgrade Act. The initiative petition containing the measure is currently being circulated for signatures. If the proponents collect enough valid signatures to qualify for the ballot, the Elections Code provides that the City Council must either adopt the measure without substantive change or place it on the November ballot.[1]

The discussion that follows first summarizes the proposed initiative and then discusses a number of legal issues raised by the initiative as drafted. Some of these issues may arise only if the measure were to be applied in certain situations; others would apply generally and could invalidate certain parts of the measure altogether. It would be up to a court to decide whether or not the invalid parts of the measure could be severed from the rest of the initiative or whether the entire initiative would fall. We have not been asked to analyze the overall validity of the measure, and this memorandum will take no position on that issue.

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[1] Elec. Code § 9215. Because some sections of the initiative would amend the Just Cause for Eviction Ordinance, which was itself adopted by initiative, it is not clear whether the City Council can adopt the measure without placing it on the ballot. *Tuolumne Jobs & Small Business Alliance v. Superior Court*, 59 Cal. 4th 1029 (2014) holds that a city council can adopt an initiative measure pursuant to Elections Code section 9215 without undergoing CEQA review, but that decision may not apply to an initiative that amends a prior ballot measure.

BACKGROUND AND DESCRIPTION OF THE MEASURE

The measure would modify Oakland Municipal Code Chapter 8.22 (Residential Rent Adjustments and Evictions) as follows:

A. Rent Board Composition and Powers

The current Rent Board ("Board") includes seven regular members and three alternates. Regular members include two rental property owners, three tenants, and two who are neither landlords nor tenants. The measure eliminates alternates and provides only that four of the seven members must be tenants.

The measure states that the Board: (1) would have sole authority to adopt the program budget, set fees, assess staffing needs, and hire an Executive Director, legislative lobbyists, and other professionals; (2) could hire legal staff to advise and represent the Board and program in all matters; and (3) would have authority to contract for legal and other professional services.

B. Formula for Calculating Rent Increases

The measure changes the formula for annual rent adjustment from 100% of the Consumer Price Indexes (CPI) to 60% of the CPI and permits additional rent increases, up to a maximum of 5% in any twelve-month period, but only if an owner proves s/he cannot receive a "fair return" without a larger increase. The measure lists factors to be considered in determining a fair return, including without limitation, changes in maintenance and operating expenses, capital improvements, and the pattern of recent rent increases or decreases.

The measure prohibits pass-through of the rent program fee to tenants and requires that landlords file with the Board a copy of all notices increasing rents, changing tenancy terms, or terminating tenancies before serving the tenant with notice.

C. Exemptions

The measure: (1) eliminates the current rent control exemption for substantially rehabilitated buildings; (2) exempts only units in motels and similar properties occupied by the same tenant(s) for less than 14 days; and (3) changes the exemption for properties with one owner-occupied unit from three or fewer units to only duplexes.

D. Just Cause Eviction

The measure amends Oakland's Just Cause for Eviction Ordinance as follows: (1) it eliminates the new construction exemption; (2) it limits the owner-occupied exemption to duplexes; and (3) it eliminates three current grounds for tenant eviction (refusal to execute a

lease renewal, destruction of peace and quiet, and use of the property for an illegal purpose). The measure adds the ground that the tenant committed or permitted a nuisance in the unit.

The measure increases the relocation payments landlords are required to make to tenants for Ellis Act evictions, makes failure to make payments a defense to an unlawful detainer action, and requires relocation payments for evictions for owner move-ins and for substantial repairs.

The measure adds additional remedies and civil and misdemeanor penalties for violations of Chapter 8.22.

The measure provides that if any portion of Chapter 8.22 is declared or rendered invalid or unenforceable, the Board would have authority to enact replacement regulations. It does not contain a severability clause, and it does not permit amendments except with voter approval.

LEGAL ANALYSIS

A. The Initiative Fails to Provide Voters the Full Text of Ordinances It Intends to Amend

State law requires that any initiative measure must contain the full text of an ordinance that it proposes to adopt or amend.[2] The purpose of the full text requirement is to provide sufficient information so that registered voters can intelligently evaluate whether to sign the initiative petition and to avoid confusion. *Mervyn's v. Reyes*, 69 Cal. App. 4th 93, 99 (1998). The rent control initiative repeatedly violates this rule by failing to include all of an ordinance that it tries to amend, setting out only the

[2] Article IV, section 9 of the State Constitution provides that "[a] section of a statute may not be amended unless the section is re-enacted as amended." Article XI, section 1104 of the Oakland City Charter provides that state law governs the procedures for City initiatives, and Elections Code section 9201 requires that an initiative petition contain "the text of the measure," a phrase that has been interpreted to mean that the petition must contain the entire text of any existing ordinance that it purports to amend. Thus, although article II, section 212 of the Charter allows the City Council to amend a subsection of an ordinance by reenacting only that subsection, we believe that Charter section 1104 and Elections Code section 9201 would govern here because they apply specifically to initiatives.

subsections in which the amendments occur. Of the measure's fifteen sections, only two sections (§ 1 on p. 2 and § 6 on p. 9) include the entire provision that is to be amended.[3]

The full text problem is particularly acute with respect to two sections. First, section 12 (p. 17) purports to amend subsections (A) and (B) of section 8.22.360, but it contains no amendments to (B) at all, except that it amends what is currently subsection (B)(7) but labels it subsection (C). The initiative completely omits subdivisions (e) through (i) of subsection (A)(9) in the current ordinance, making it impossible to tell whether the drafters meant to delete those provisions or leave them as is.

Second, section 15 (p. 25) says it adopts provisions of the City's earlier Tenant Protection Ordinance ("TPO") that the initiative states were "stayed" when the City Council adopted that ordinance in 2014. However, the adopted version of the TPO merely indicates that the Administrative Remedies section is "reserved." Oakland Ordinance 13265 (Nov. 5, 2014). Because the initiative lists only TPO section numbers without setting out any text, it is impossible to know what the measure is meant to adopt. It may be referring to the Administrative Remedies section that was in an earlier version of the ordinance, but that is by no means clear nor is it clear which earlier version of the Administrative Remedies section the measure intends to adopt, because that section was amended at least twice before being omitted from the final ordinance adopted by the City Council.

These issues make the measure subject to a preelection challenge. In the absence of a successful preelection challenge, however, under current case law the Council should be able to include the missing provisions if it votes to put the measure on the ballot[4] or, if it decides to adopt the measure itself, it could do so under Charter section 1104.

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[3] In addition, even where the measure states that it is amending a subsection, it sometimes fails to include all of the subsection. For example, the measure omits the definition of "Uninsured repairs" from the rest of section 8.22.020 (p. 4); it omits some existing language in subsection 8.22.360(A)(2) (p. 18); and it fails to show seven current subdivisions of subsection 8.22.360(A)(6) that it apparently intends to repeal.

[4] *See People v. Scott*, 98 Cal. App. 4th 514, 517 (2002) (initiative not invalid where Legislative Counsel corrected clerical and grammatical errors prior to Secretary of State placing measure on ballot).

The exceptions with respect to either approach involve sections 12 and 15, discussed above, which cannot be cured, because it is impossible to know what the drafters had in mind. As to those, the Council will simply have to deal with the measure as is and then, if it passes, probably seek guidance from the courts.

B. In Some Instances, the Initiative May Violate Landlords' Right to a Fair Return on Their Investment

1. Section 8 (p. 10, subsec. (A)(3)) provides that "in no event shall the Annual Rent Adjustment" be greater than 5% in any twelve-month period, regardless of whether that amounts to less than 60% of the increase in the Consumer Price Index. However, subsection 8(A)(4) allows landlords to petition for an increase beyond the Annual General Adjustment if they can show that they are unable to obtain a reasonable return on their investments. Depending on how the petition process is applied, particularly in a time of high inflation where the Residential Rent Adjustment Board may have a backlog of petitions, the provision may violate the due process rights of landlords, and state and federal constitutional law about taking private property without just compensation. *See Birkenfeld v. City of Berkeley*, 17 Cal. 3d 129 (1976).

2. Section 12 (p. 20, subsec. (A)(6)) amends the existing ordinance to provide that an owner of record may not recover possession of a rental unit for his or her own use as a principal residence or for a principal residence of a member of the owner's immediate family more than once. The existing ordinance limits such recovery to once in any thirty-six-month period. Oakland Mun. Code § 8.22.360(A)(9)(b). Under current case law, the one-time-only provision may be an unconstitutional taking of private property. *Cwynar v. City and County of San Francisco*, 90 Cal. App. 4th 637, 645, 667 (2001).

3. Section 2 (p. 5, subsec. (B)) eliminates the current exemption for substantially rehabilitated buildings without saying whether it is meant to apply to landlords whose buildings are exempt under current law. To the degree that it is meant to apply to existing exemptions, the provision may be invalid, because the landlords may have a vested right to retain their exemptions if they have expended funds in reliance thereon.

4. Section 1 (p. 2) and section 8 (p. 13) eliminate "banking," which allows an owner to delay imposing a CPI rent adjustment in part or in full and then impose it at a later date if the adjustment otherwise might exceed the maximum rent allowed under the current ordinance. Elsewhere the measure uses the term "Maximum Allowable Rent" without defining it, although presumably this would mean the maximum

5% adjustment permitted in any 12-month period or 60% of the CPI, whichever is lower. Assuming this to be the case, the measure is silent on what happens with unused rent increases, which under current regulations can be banked for ten years. Oakland Rent Adj. Bd. Reg. App. A § 10.5.3. We understand that rent control laws in some other cities allow landlords to raise rents at any time to include prior untaken rent increases, while some have a "lose it or use it" provision. It is unclear what the proponents intend, and that may make it difficult to enforce. In addition, depending on how the measure is interpreted, this proposed change could present a due process or fair return problem.

C. Some Provisions May Be Preempted or Prohibited by State Law

1. Section 6 (p. 9, subsec. (C)) of the measure requires that landlords file termination notices with the Board prior to serving the tenant. By increasing the time and the requirements for rent increase and eviction notices, this requirement could conflict with state laws regarding the procedural requirements for summary repossession under Code of Civil Procedure sections 1159-1179a and the notice required for rent increases under Civil Code section 827. *See Birkenfeld v. City of Berkeley*, 17 Cal. 3d 129, 151 (1976); *Tri County Apartment Ass'n v. City of Mountain View*, 196 Cal. App. 3d 1283, 1298 (1987). Section 6(D)'s enforcement provisions, which allow the Board to authorize the tenant to withhold rent if it determines that the landlord has willfully and knowingly failed to file rental increase or eviction notices before serving the tenant, may be invalid.

2. Section 12 (p. 19, subsec. (A)(3)) folds the provision of the existing ordinance allowing termination of a tenancy for using the premises for illegal purposes, including sale or manufacturing of drugs, into a single provision allowing termination of tenancy for nuisance, but only after the landlord provides a written notice to cease and an opportunity to cure. State law requires only a three-day notice to quit with no cure opportunity for severe nuisances, such as drug dealing. Cal. Civ. Proc. Code § 1161.1(4). To the degree that the measure specifies a different form of notice for these types of nuisance, it is probably preempted.

3. Section 12 (p. 22, subsec. (A)(8)) retains language regarding Ellis Act Evictions that was previously invalidated in *Rental Housing Association of Northern Alameda County v. City of Oakland*, 171 Cal. App. 4th 741, 751 n.5 (2009). Specifically, because the court invalidated the provision that a landlord who evicts under the terms of the Ellis Act (Cal. Gov't Code § 7060 et seq.) must do so "in good faith, without ulterior reasons and with honest intent," it is unenforceable.

4. Section 12 (p. 22, subsec. (A)(8)(a)) provides for maximum relocation benefits in the event of an Ellis Act eviction of $9,650 per unit, but if tenants are 62 or older or disabled or have at least one child under the age of 18, then the maximum relocation benefit is $18,300. In *Pieri v. City and County of San Francisco*, 137 Cal. App. 4th 886, 893-94 (2006), the First District Court of Appeal held that San Francisco's maximum relocation benefits did not violate the Ellis Act by putting an unreasonable restraint on the right to withdraw from the rental market. Given the fact that *Pieri* is a decade old, it seems unlikely that a court would hold that the relocation payments in this measure violate the Ellis Act, but depending on the circumstances, an as-applied challenge may be possible. In addition, as discussed in Part G below, the definition of "tenant" makes it unclear whether each member of a household is entitled to the relocation payment or not. However, the Rent Board may be able to clarify these provisions through regulations.

5. Section 12 (p. 17, subsec. (A)) prohibits a landlord from taking any action to terminate any tenancy, including "threatening to terminate a tenancy verbally or in writing, serving any notice to quit or other eviction notice, or bringing any action to recover possession or be granted recovery of possession of a Rental Unit" unless the landlord can prove one or more grounds for doing so. Although section 10 (p. 16, subd. (B)) allows an aggrieved party to bring a civil action for any violation of the rent control chapter, a lawsuit based on the fact that a landlord issued an eviction notice or sued to recover possession in violation of this section may be barred by what is known as the litigation privilege. The litigation privilege permits parties to make even false statements in litigation and may apply to eviction notices under certain conditions. *Action Apartment Ass'n, Inc. v. City of Santa Monica*, 41 Cal. 4th 1232, 1252 (2007). There is an exception for malicious prosecution actions, but that is a hard standard to meet.

D. The Autonomy Granted to the Rental Adjustment Board Violates the City Charter

1. Section 5 (p. 7, subsec. (E)(1)) provides that the Board "shall finance its reasonable and necessary expenses by charging Landlords annual registration fees in amounts deemed reasonable by the Board." However, it goes on to say that "[t]he Board is also empowered to request and receive funding when and if necessary from any available source for its reasonable and necessary expenses." Subsection (D) on that same page lists a broad array of Board duties or functions for which the Board could claim expenses, including to "[m]ake available, on a contract basis, legal assistance services for low and moderate income tenants and landlords," and "[m]ake such studies, surveys and investigations, conduct such hearings, and obtain such information as is necessary to

carry out its powers and duties." Subsection (E)(3) (p. 8) gives the Board complete control over its budget and provides that the "City Council and the City Manager shall have no authority to oversee, supervise, or approve this budget."

Article VIII, section 801 of the City Charter provides that the Mayor and City Administrator are to develop the proposed budget and present it to the City Council for adoption. The Charter controls over conflicting ordinances, including those passed by initiative.[5] Because the budget provisions of the measure conflict with those of the City Charter, they are invalid. They may also interfere with the City Council's essential government function to oversee the City's fiscal affairs in violation of state common law. *See Totten v. Bd. of Supervisors*, 139 Cal. App. 4th 826, 838-39 (2006); *Citizens for Jobs and the Economy v. County of Orange*, 94 Cal. App. 4th 1311, 1331 (2002).[6]

2. Section 5 (p. 8, subsec. (E)(5)) also provides that the Board may have its own legal staff and "may, in its sole discretion, and without approval of the City Council, retain private attorneys to furnish legal advice or representation in particular matters, actions, or proceedings." This conflicts with Charter article IV, section 401(6), which provides that the elected City Attorney shall represent all boards, departments, and commissions of the City except departments specifically enumerated as independent by the Charter and may appoint all of the attorneys in her department. For the reasons stated above, this section may not be enforceable.

3. Section 2 (p. 8, subsec. (E)(4), (6)) also provides that the Board shall hire its Executive Director and "shall have sole and final authority to employ attorneys, legislative lobbyists, and other professionals, and to approve contracts for such services." This likely violates the Charter provisions discussed above, including the City

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[5] *Citizens for Responsible Behavior v. Super. Ct.*, 1 Cal. App. 4th 1013, 1034 (1991) ("While a city charter may be amended by a majority vote of the electorate (Cal. Const., Art. XI, § 3), an ordinance cannot alter or limit the provisions of a city charter."); *City and County of San Francisco v. Patterson*, 202 Cal. App. 3d 95, 104 (1988) ("The initiative ordinance as drafted sought to change this discretionary power of the board granted by the charter. Such attempt to *amend* the charter by the proposed initiative measure is patently invalid.").

[6] In *Creighton v. City of Santa Monica*, 160 Cal. App. 3d 1011, 1021 (1984), the Court of Appeal upheld an initiative amendment to the Santa Monica City Charter that gave the local rent control board considerable autonomy, including the right to hire its own legal counsel. That was a charter amendment, however, not an initiative ordinance like the one at issue here, and it was decided long before the *Totten* and *Citizens for Jobs* cases.

Administrator's authority to hire under Charter article V, section 503 and to procure goods and services under Charter article VIII, section 807.

4. Section 10 (p. 17, subsec. (B)(5)) allows the Board to bring an action if the aggrieved tenant does not do so within 120 days. Because the Charter and, in some instances, state law provide that the City Council or the City Attorney direct litigation on behalf of the City, this section may be invalid.

5. Section 2 (p. 8, subsec. (E)(7)) provides that if any portion of the chapter is declared invalid by a court or rendered invalid by state or federal legislation, the Board – not the City Council – has authority to enact "replacement regulations consistent with the intent and purpose of the invalidate provision and applicable law." An administrative body like the Board cannot adopt "replacement regulations" in the absence of a valid statute that those regulations are meant to implement. If the statute itself has been declared invalid, then there is nothing that an administrative body can adopt to implement it.[7] Moreover, without a provision allowing the City Council to amend the measure, even the City Council would be powerless to pass new legislation to cure any defect found by a court. Cal. Elec. Code § 9217.

6. Section 5 (p. 9, subsec. (F)) also contains an alternative provision for implementation of the ordinance in the event a court were to declare one or more of its provisions invalid. In that event, "the City Council shall designate one or more City departments, agencies, boards, or commissions to perform the duties of the Rent Board as prescribed by this Chapter." However, as noted above, the Charter makes a number of these functions the province of the Council, City Administrator, or City Attorney. They cannot be assigned by ordinance. In addition, the provision would exceed the initiative power by attempting to direct the council to take action and violate charter provisions that grant the City Council plenary legislative authority to determine city organizational structure by ordinance. Charter art. II, § 207; *see Marblehead v. City of San Clemente*, 226 Cal. App. 3d 1504, 1510 (1991).

E. <u>The Size and Composition of the Board May Result in Due Process Problems</u>

1. The requirement that four of the seven Board members be tenants could mean that one or more tenant Board members may have a legal conflict of interest

[7] *See PaintCare v. Mortensen*, 233 Cal. App. 4th 1292, 1306 (2015) ("Regulations that are inconsistent with a statute, alter or amend it, or enlarge or impair its scope are void.").

requiring recusal in a particular decision, depending on the circumstances, although the rule of necessity would allow a conflicted member to vote if necessary to maintain a quorum. *See* Cal. Gov't Code §§ 87100, 87103; Cal. Code Regs. tit. 2, § 18705. In addition, someone could claim that a tenant-majority rent board raises due process concerns under the common law of conflict of interest, at least in the context of decisions adjudicating individual rights. For example, in *Clark v. City of Hermosa Beach*, 48 Cal. App. 4th 1152, 1190 (1996), the court found that a city councilmember had a common law conflict of interest in voting against a project that would have blocked the ocean view from the property he rented, even though there was no conflict under the Political Reform Act. The court noted that an essential element of a fair hearing is the "'impartiality of the adjudicators.'" *Id.* at 1170, quoting *Applebaum v. Bd. of Directors*, 104 Cal. App. 3d 648, 657-58 (1980). Thus, although the Board members' status as tenants by itself is probably not enough to violate the due process clauses of the state or federal Constitutions, a situation could arise where a landlord could make the claim that he or she could not get a fair hearing.

2. The measure eliminates alternate Board members, while at the same time significantly increasing the duties of the Board, whose members are unpaid. The increase in duties and lack of alternates will require that the Board meet frequently in order to avoid a backlog. If the Board cannot process petitions and appeals in a timely manner, the City could be subject to a regulatory takings and due process challenge. *See Birkenfeld v. City of Berkeley*, 17 Cal. 3d 129, 169 (1976).

F. The Measure May Violate the Constitutional Limitations on Charging Fees

Article XIII C of the California Constitution provides that general and special taxes must be approved by either a majority (for a general tax) or two-thirds (for a special tax) of the voters at the regularly scheduled general election for members of the governing body of the local government. Cal. Const., art. XIII C, § 2. Any fee that exceeds the reasonable cost of providing the service is considered to be a tax.

Section 5 (p. 7, subsec. (D), (E)(1)) allows the Board to charge and collect fees to "finance its reasonable and necessary expenses. . . ." Section 5, subsection (D)(19) also provides that the Board has a duty to make available legal assistance services "for low and moderate income tenants and landlords . . . ." To the extent that a court were to find that provision of legal assistance or any other Board expenditure exceeds the reasonable cost of providing services, that portion of the fee would either have to be approved by the voters at a general election or provided from the City's general purpose revenue.

G. The Measure Contains a Number of Vague and Undefined Terms[8]

1. Section 1 (p. 4) of the measure changes the definition of "tenant" from "a person entitled, by written or oral agreement to the use or occupancy of any covered unit" to "a tenant, subtenant, lessee, sub-lessee or other person entitled to the use or occupancy of a Rental Unit by written, oral, or implied agreement, or any tenant at sufferance or tenant at will, or any successor of any of the foregoing." The measure doesn't define "tenant at sufferance or tenant at will," leaving open the possibility that landlords, or tenants who sublet, could be responsible for relocation payments for tenants they did not know they had. There may be unintended consequences for other parts of the measure as well; for instance, persons who are not now covered by rent control may become covered because they now are treated as "tenants."

2. The sections involving relocation payments for owner move-in, rehabilitation, and Ellis Act displacement (pp. 20-22) appear to require relocation payments for "each tenant," but they also use the term "each household with at least one tenant and at least one child under the age of 18 years." If interpreted to mean that each tenant in a household is entitled to the full amount of the relocation payment, these provisions could violate the constitutional requirements regarding fair return on investment or amount to a taking depending upon the situation and the number of tenants in any given unit.

3. Section 10 (p. 16, subsec. (B)(3)) requires that the rules and regulations adopted by the Board must provide that the Board act on any complaint for excess rent within 120 days. The section does not state what happens if the Board fails to meet the deadline. This could create due process issues. For example, a tenant who otherwise would be entitled to a rent rebate might have no recourse simply because the Board failed to act in time, and not through any fault of her own.

4. Section 2 (p. 5, subsec. (B)(1)) deletes provisions in the existing ordinance that a certificate of exemption is a final determination of exemption absent fraud or mistake. It is not clear whether this deletion is meant to allow any certificate of exemption to be challenged at any time and for any reason, or to mean that it cannot be challenged for any reason.

[8] This section does not cover ambiguous provisions for which we think the Board would be able to provide clarifying regulations.

5. Section 10 (p. 15, subsec. (A)(2)) deletes the requirement that tenants file petitions regarding rent increases within sixty days without providing any new time frame. Unless the Board acts by regulation, there would be appear to be no limitations period for filing a petition, which may create a due process violation depending on the circumstances.

H. If the Measure Is Enacted, It Will Require Changes to Other Existing Ordinances

If the City Council decides to adopt the measure or if it is passed by the voters, the Council will probably need to change current ordinances in order to conform municipal law to the new measure:

1. Because the rent control measure defines tenant to include a person who occupies a unit for fourteen or more days, an individual who stays at a local hotel or rents through AirBnB for longer than fourteen days would become a "tenant." Because the current transient occupancy tax defines a "transient" to whom the tax applies as someone who stays not more than thirty days, it may need to be amended to reduce the time period from thirty days to fourteen. Moreover, this definition does not apply to the just cause provisions, so there would be no protections for persons who might be routinely evicted on day 13 to avoid becoming tenants. The timing also is inconsistent with state law, which has protections for occupants of residential hotels who otherwise would be evicted prior to the end of 30 days in order to maintain their status as transients. (Cal. Civ. Code § 1940.1) Under this measure, a person could be considered a tenant subject to rent control on day 15, and not have any protection under either just cause or section 1940.1 from being evicted routinely on day 14. Similarly, a hotel or other host could become a landlord subject to registration fees if a guest stays longer than 14 days.

2. Section 6 (p. 9, subsec. (C)) requires landlords to file rent increase and other notices with the Board, and section 5 (p. 7, subsec. (D)(12)) requires the Board to create a searchable database of notices. This may trigger the state law requirement under Civil Code section 1947.8(a) that where a rent control ordinance requires registration of rents, then it must provide for the establishment and certification of permissible rent levels for the registered rental units. The requirements for such certification are beyond the scope of this memorandum, but they should be explored if the measure becomes law.

RBJ:NL
(00278287-11)