

RESOLUTION NO. 2013-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SIMI VALLEY AMENDING THE CITY'S MOBILE HOME  
RENT MEDIATION BOARD AND HEARING PROCEDURES

WHEREAS, on March 21, 1983, the City Council of Simi Valley adopted Resolution No. 83-31 which established a Mobile Home Rent Mediation Board and Hearing Procedures; and

WHEREAS, on July 2, 1984, March 7, 1988, August 12, 1991, March 2, 1992, February 22, 1993, May 10, 1993 and February 13, 1995, the City Council adopted amendments to Resolution No. 83-31; and whereas, on February 22, 1999, adopted Resolution Nos. 99-14, and subsequently on May 8, 2000, adopted Resolution No. 2000-33 which provides for the establishment of a Mobile Home Rent Mediation Board and Hearing Procedures therefor; and

WHEREAS, notice of the City Council's review and consideration of this resolution was provided as required by law; and

WHEREAS, the City Council finds that it is necessary to amend Resolution No. 2000-33 in order to provide for the appointment of the five City Planning Commissioners to serve as the Mobile Home Rent Mediation Board.

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF SIMI VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. Declarations and Findings. The City Council of the City of Simi Valley hereby finds and declares as follows:

(a) Pursuant to studies and hearings conducted by the City Council and City staff, the City Council has determined it necessary and in the public interest to establish a forum to assist in the resolution of disputes that may arise from time to time between tenants and management of mobile home parks.

(b) The State of California has recognized by the adoption of special legislation regulating mobile home dwellings that there is a significant distinction between the tenants of mobile home parks and other dwelling units and the City Council likewise has recognized that tenants of mobile home parks, unlike apartment tenants or residents of other rental stock, are in the unique position of having made a substantial investment in a residence, the space for which is rented or leased as distinguished from owned; the removal and/or relocation of a mobile home from a rented or leased space within a mobile home park can be accomplished only at substantial cost and inconvenience and with the concurrent ability to find another location; and, in many instances, the removal requires a separation of the mobile home unit from appurtenances which have been made permanent, thus causing severe damage and depreciation in value to the mobile home.

(c) There is presently within the City and surrounding areas a shortage of spaces for the location of mobile homes.

(d) Because of the shortage, there is a low vacancy rate and rents in some mobile home parks for several years have been and are presently increasing causing economic hardship to a substantial number of mobile home park tenants in the City, most of whom are senior citizens on fixed incomes.

(e) It is necessary to establish a means to provide protection to mobile home park tenants from unreasonable rental rates while at the same time recognizing the need of mobile home park management to receive a just and fair return on their property and to receive rent increases sufficient to cover increased cost of repairs, maintenance, service insurance, upkeep and other amenities.

(f) The establishment of a voluntary community-based Mobile Home Rent Mediation Board will provide a forum which may assist in the resolution of rental disputes, to the end that an agreement may be reached for fair and equitable rental rate adjustments in a noncoercive atmosphere.

(g) It is in the public interest that any rent dispute not resolved by Mobile Rent Mediation Board action may be heard by a hearing officer with the right of review of the decision to the Superior Court of Ventura County by either party.

SECTION 2. Definitions. Certain words and phrases as used in this resolution shall have the same definitions and meanings as defined by Sections 798 through 798.14 of the Civil Code of the State unless defined differently herein. In addition, the following words or phrases as used in this resolution shall have the following meanings:

(a) "Board" means the Mobile Home Rent Mediation Board established by Section 6 of this resolution.

(b) "Rent" means consideration, including any bonus, benefits or gratuity demanded or received in connection with the use and occupancy of any habitable building or land, or for the transfer of a lease for occupancy.

(c) "Space" means the lot upon which a mobile home is placed and for which rent is charged.

(d) "Mobile Home" means those structures specified in Section 798.3 of the Civil Code, and also includes travel trailers, recreational vehicles or camping trailers used for human habitation.

(e) "Base year" or "base period" shall be the year that is three calendar years prior to the rent mediation hearing date, and is to be used solely for the purpose of calculating the mobile home park's net operating income.

(f) "Base rent" or "base rental rate" shall be the last rental rate charged for a space prior to the most recently noticed increase, and is the amount from which any rental increases or decreases are to be calculated.

(g) "Sublease" shall be a lease granted by one who is a lessee of the mobile home space.

(h) "Sublessee" shall be the receiver or holder of a sublease.

(i) "Capital Improvement" shall mean the addition, substantial repair or replacement of any improvement to a unit or property within the geographic boundaries of a mobile home park which materially adds to the value of the property and appreciably prolongs its useful life or adapts it to new uses, and which is of 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, as such may be modified by the Board.

SECTION 3. Exemptions and Rent Determination Base.

(a) Exemptions. Rental rates established for those spaces within a mobile home park specifically identified herein shall be exempt from the provisions of this resolution to the extent and for the time specified herein.

(1) Initial rental rates for vacant spaces within new mobile home parks, for vacant spaces within new areas of existing mobile home parks, and for vacated spaces within any mobile home park.

(2) Rental rates contained in leases voluntarily entered into by both parties thereto.

(3) Rental rates for those spaces contained within any mobile home park containing no more than twenty (20) total spaces.

(4) A sublessee within any mobile home park space.

(5) Any tenant who receives a rent subsidy from management unless the proposed rent increase would exceed their subsidy amount.

(6) Rental rates less than those charged for the same spaces for the base rent as the "base rent" is determined in Subsection (b) of this section.

(b) Rent determination base. Subject to the exceptions in Subparagraph (2) below, the base rental rate for each petitioning tenant from which increases shall be measured for purposes of this resolution shall be as follows:

(1) The base rental rate for each space shall be the rental rate at the time petitions were filed for the rent mediation hearing.

## (2) Exceptions.

(i) The base rental rate for spaces for which a valid lease exists shall be the final month's rental rate under such lease.

(ii) The base rental rate for new or vacated spaces shall be the rate initially charged to a new tenant of such space. Once an increase has become effective for the tenant of such space, this exception shall no longer apply for the tenant of the space.

SECTION 4. Rights of Prospective Purchasers of Existing Mobile Homes in Existing Mobile Home Parks

(a) Nothing in this resolution shall operate to restrict the right of a tenant and mobile home park management to enter into an agreement in accordance with California Civil Code 798.17. Pursuant to Civil Code Section 798.17(c) the tenant shall have the option to reject the offered rental agreement and accept a rental agreement for a term of twelve (12) months or less, including a month to month agreement. A park owner may not require, directly or indirectly, that any tenant or prospective tenant sign a lease or rental agreement with a term in excess of twelve (12) months or that it shall be exempt from local rent control as a condition of tenancy in the park, and an owner may not deny tenancy to a prospective purchaser of a mobile home on the grounds that the prospective tenant will not sign such a lease or rental agreement.

(b) A notice which conforms to the following language and is printed in bold letters of the same type size as the largest type size used in the rental agreement shall be presented to any prospective tenant at the time of presentation of a rental agreement creating a tenancy with a term of greater than (12) months.

**IMPORTANT NOTICE TO HOMEOWNER REGARDING THE PROPOSED RENTAL AGREEMENT FOR \_\_\_\_\_ PARK. PLEASE TAKE NOTICE THAT THIS RENTAL AGREEMENT CREATES A TENANCY WITH A TERM IN EXCESS OF TWELVE (12) MONTHS. BY SIGNING THIS AGREEMENT, YOU ARE EXEMPTING THIS MOBILE HOME SPACE FROM THE PROVISIONS OF THE CITY OF SIMI VALLEY'S MOBILE HOME RENT MEDIATION RESOLUTIONS. BEFORE SIGNING THIS AGREEMENT YOU MAY CHOOSE TO SEE A LAWYER.**

**YOU HAVE A RIGHT TO BE OFFERED A RENTAL AGREEMENT FOR (1) ONE TERM OF TWELVE MONTHS OR (2) A LESSER PERIOD AS YOU MAY REQUEST. ALTERNATIVELY YOU AND THE MOBILE HOME PARK MANAGER MAY AGREE TO A RENTAL AGREEMENT FOR A LONGER PERIOD.**

**YOU HAVE THE RIGHT TO REVIEW THIS AGREEMENT FOR THIRTY (30) DAYS BEFORE ACCEPTING IT OR REJECTING IT. IF YOU SIGN THE**

AGREEMENT YOU MAY CANCEL THE AGREEMENT BY NOTIFYING THE PARK MANAGEMENT IN WRITING OF THE CANCELLATION WITHIN SEVENTY-TWO (72) HOURS OF YOUR EXECUTION OF THE AGREEMENT.

IT IS UNLAWFUL FOR A MOBILE HOME PARK OWNER OR ANY AGENT OR REPRESENTATIVE OF THE OWNER TO DISCRIMINATE AGAINST YOU BECAUSE OF THE EXERCISE OF ANY RIGHTS YOU MAY HAVE UNDER THE CITY OF SIMI VALLEY'S MOBILE HOME RENT MEDIATION RESOLUTIONS, OR BECAUSE OF YOUR CHOICE TO ENTER A RENTAL AGREEMENT WHICH IS SUBJECT TO THE PROVISIONS OF THE CITY'S RESOLUTIONS.

#### SECTION 5. Notice to New and Prospective Tenants

(a) Prior to or at the time of agreeing to rent space to a new resident in a park, management shall provide each prospective resident with a copy of Resolution Nos. 2000-33 and 93-52 currently in effect, and a copy of any other City regulations covering mobile home space rents.

(b) Before any prospective purchaser of a mobile home in a park signs a rental agreement, a lease of twelve (12) months or less, or a long term lease exempt from the City's rent resolutions and regulations, park management shall provide to the prospective purchaser a copy of any other City resolutions or regulations covering mobile home space rents and shall have the prospective purchaser sign a statement acknowledging that the prospective purchaser has received the required materials and is aware that the City regulates mobile home park space rents that are not subject to long term leases or otherwise specifically exempted by the local regulations. For all long term leases, the signed statement shall be remitted to the Department of Environmental Services by the park management no later than 30 days after signing and be maintained by the City and be available for inspection.

(c) In order that there is no question as to what local regulations have to be provided pursuant to this section, the City shall maintain a list of the documents required pursuant to this section.

#### SECTION 6. Mobile Home Rent Mediation Board.

(a) Composition. There shall be established in the City a Mobile Home Rent Mediation Board. The Mobile Home Rent Mediation Board, hereinafter referred to as the "Board," shall consist of the five (5) members who serve on the Planning Commission. The term of each Board Member shall run concurrently with his/her term as Planning Commissioner.

(b) Vacancies. Vacancies shall be filled in the same manner as vacancies on the Planning Commission.

(c) Powers and duties. The Board is empowered to act in an advisory capacity and may take all necessary actions to assist in the settlement of rental disputes between management and tenants, including the holding of mediation hearings pursuant to Section 7 of this resolution.

(d) Rules and regulations. The Board shall establish and follow such rules and regulations, including those which are contained in this resolution, as will further the purposes hereof, including but not limited to rules regarding Board meeting and hearing procedures.

(e) Meetings. The Board shall hold at least one meeting each year in January, commencing with the first January following the effective date of this resolution and shall hold such other meetings or hearings as may be required to discharge its duties hereunder.

(f) Quorum. Three (3) members of the Board shall constitute a quorum for the purposes of conducting a hearing or meeting. The decision of the Board regarding any recommendation, solution or settlement of any dispute brought before it shall be by a majority vote of the members present.

(g) Docket. The Board shall maintain and keep agendas and action minutes of the proceedings conducted before it. Such minutes may be in the form of audible tape recordings.

(h) Costs. The City will assume the cost of all the usual and reasonable expenses of the Board such as stationery, postage and telephone costs related to the work of the Board other than those expenses directly attributable to the holding of rent dispute mediation meetings or hearings. The cost of recording and/or transcription of any such meeting or hearing before the Board shall be divided equally between the petitioning tenants and management. The Board shall require an appropriate deposit from the petitioners for costs in the event the settlement or resolution of any rent dispute will result in the Board incurring costs and expenses not funded by the City as provided herein.

(i) Board report. In February of each year, the Board shall submit to the Council a status report of the activities of the Board to date including current information on rental rates and vacancy rates in mobile home parks within the City.

#### SECTION 7. Mobile Home Park Rent Dispute Mediation Procedures.

(a) Advance notice of rent increase. Not less than ninety (90) calendar days before an increase in rent is to become effective, management shall provide written notice thereof to all tenants to be affected by or subject to such increase. Within three (3) calendar days of notice to tenants of a rent increase, management shall provide the Board with the following information: the effective date of the noticed increase, identification of the tenants or spaces affected, the amount of the increase for each of the those affected tenants, and the quantity and identification of tenants or spaces under lease. No rental rate increase shall be noticed or permitted or enforced more frequently than once every 365 days per mobile home park except as specifically provided for in Subsection (a) of Section 3 of this resolution.

(b) Advance notice of decrease in service or amenities. Where tenant's petition to the Board for mediation according to Subsection (c) below is based in whole or in part on decreases in services or amenities, tenants shall provide written

notice to management of their grievance concerning decreases in services or amenities not less than sixty (60) calendar days before petitioning the Board for a reduction in rent. Within three (3) calendar days of notice to management of their grievance concerning a decrease in services or amenities, tenants shall provide the Board with the following information: the date of the notice to management regarding the change in services or amenities, identification of the tenants or spaces affected and the level of the decrease in services or amenities for each of the affected tenants. Tenants of a mobile home park may not provide such written notice to management or petition for mediation more frequently than once every 365 days concerning decreases in services or amenities.

(c) Petitions. Petitions may be submitted pursuant to the qualifying requirements and by means of the procedures described in this subsection.

(1) Qualifying requirements. Tenants receiving notice of a proposed rent increase or receiving a decrease in services or amenities may petition the Board for a lower rental increase or a reduction of rent under the following circumstances:

(i) Uniform parkwide rent increase or decrease in services or amenities. When tenants in spaces not exempted in Section 3 of this resolution have been given notice(s) of a uniform, parkwide rent increase in the form of a percentage increase or on a uniform dollars-per-space basis, or have received a uniform parkwide decrease in services or amenities, and they submit petitions cumulatively amounting to 25% or more of those non-exempted spaces, the Board shall schedule and conduct a mediation meeting or hearing for those tenants as specified herein.

(ii) Non-uniform rent increase or decreases in services or amenities. When tenants in spaces not exempted in Section 3 of this resolution have been given notice(s) of rent increases or have received a decrease in services or amenities on a non-uniform (i.e., not uniformly parkwide) basis, the Board shall schedule and conduct a mediation meeting or hearing when tenants of 25% or more of the non-exempted spaces receiving the largest rent increase (on a percentage or dollar-amount basis), or decrease in services or amenities, or when tenants of 25% or more of all the non-exempted spaces receiving any rent increase or decrease in services or amenities, submit petitions to the Board for mediations.

(2) Time and participation requirements. All petitions must be filed with the Board within thirty (30) calendar days of receipt of such notice of proposed rent increase, or within sixty (60) calendar days of tenants' notice to management of a decrease in services or amenities. Notice shall be deemed received two (2) calendar days from the date such notices are deposited in the United States Mail, first class postage prepaid, and correctly addressed to the tenant. Each petition shall be on a form provided by the Board and shall state the specific reasons for the tenant's claim that the proposed rent increase is unreasonable and unfair, or that the decrease in services or amenities makes the existing rental rate unreasonable and unfair. A tenant's failure to petition the Board within the specified time, or his or her failure or refusal to share in any of the costs to be borne by the tenants pursuant to this resolution except as may be excused by a majority of those tenants bearing such costs, shall preclude such tenant from any benefits which may result from the mediation or hearings provided for in this resolution.

(d) Notice. Within three (3) business days of the filing period for petitions, if the Board has received qualifying petitions, the Board shall notify the management of the park named in the petition in writing of receipt of a petition for rent dispute mediation and the time, date and location of a mediation meeting to be held before the Board. A copy of the notification to the management shall be mailed concurrently to the tenant petitioning for rent dispute mediation and shall serve as notification to such parties of the scheduled meeting. The meeting shall be scheduled no later than forty (40) days from the date of the Board's notice of meeting, subject to rescheduling upon the assent of the parties to the dispute.

(e) Submissions by management. Management shall submit to the Board, on or before the thirtieth day prior to the date of the meeting, such information, evidence and other documentation as the Board may require in determining whether the proposed rent increase is just and fair, or whether the existing rent is just and fair in light of the decrease in services or amenities. The information which the management may be required to submit may include, but is not limited to the following:

(1) The actual operating expenses by category for the mobile home park for the current year ending no more than four (4) months before the proposed effective date of the change in rent or services;

(2) The anticipated expenses for the mobile home park for the twelve (12) month period of the proposed change in rent or services including details of changes in any cost elements;

(3) The current and proposed rent schedule for each space in the mobile home park;

(4) A schedule of other fees and income from the mobile home park;



(5) The monthly vacancy rates in the mobile home park during the preceding two (2) year period;

(6) A list of current leases for spaces unaffected by the proposed change in rent or services extending beyond the effective date of the change, showing the dates that each lease expires and the amount and date of change in rental rates or services and amenities for each such lease;

(7) Details or any other factors affecting the need for the proposed rent increase or decrease in services or amenities as may be reasonably required by the Board. Failure to include information sufficient to provide the Board with such information as the Board deems necessary to render an informed decision when requested by the Board shall be at the risk of the management.

(f) Recommendation. Within four (4) calendar days of the conclusion of a rent dispute mediation meeting or hearing, the Board shall determine what the appropriate rent should be and mail a copy of such decision to the management and tenants affected by or subject to the decision. The Board shall not have the authority to order management to restore any services or amenities which have been decreased. The notice shall inform them that if any party finds the Board's decision unacceptable, the matter may be submitted to a hearing officer in accordance with the procedures provided for in Section 8 of this resolution. The notice shall state that the costs of the hearing shall be borne by the parties as apportioned by the hearing officer, exclusive of individual expenses and attorneys' fees incurred by any party. The Board shall be notified of either party's decision to reject the decision within ten (10) calendar days of the postmark of the notice sent by the Board to the parties by a writing or writings signed by any parties affected by the decision. Failure of any party to reject within the time specified shall be deemed an acceptance by such party of the decision. The result of the Board's determination shall be final and conclusive as to the parties before it except to the extent that a demand for a formal hearing is filed and acted upon pursuant to Section 8.

(g) Records. The Board may require either party to a rent mediation meeting to provide it with six (6) copies of all pertinent books, records and papers. Such documents shall be made available to the parties involved at least thirty (30) days prior to the dispute meeting. The management may substitute for any books, records and papers, a certified audit by an independent certified public accountant using generally accepted accounting principles consistently applied or a verified statement under oath by an independent certified public accountant of what the information sought from such books, records and papers consists. Notwithstanding this paragraph, the Board may require production of the books, records and papers.

(h) Meeting procedures. At the mediation meeting, the parties may offer any testimony, documents, written declaration, or other evidence that is relevant to the proposed rent increase or decrease in services or amenities. Formal rules of evidence shall not be applicable to such proceedings. The Board may require that all testimony at the time of any meeting shall be under oath.

(i) Failure to appear at meeting. Failure of any of the noticed parties to appear at the scheduled meeting shall not preclude the Board from conducting such meeting as scheduled and from issuing its decision as provided for in Subsection (f) of this section.

(j) Consolidation. On its own motion, the Board shall consolidate rent mediation petitions received from tenants of the same mobile home park and all such petitions shall be considered in a single meeting or hearing.

#### SECTION 8. Formal hearing.

(a) Initiation of a formal hearing. In the event the Board's recommendation is rejected by the management or any tenant pursuant to Subsection (f) of Section 7 of this resolution, the matter shall be referred to a hearing officer if either party submits such a demand. Either the management or the tenant within three (3) days after such rejection may submit a demand for a formal hearing to the Board in accordance with the procedures outlined in the Board's procedural rules. A copy of such demand shall be concurrently served upon the opposing party. To preserve the objectives of this resolution in providing a fair and speedy resolution of rental disputes, the selection of a hearing officer and date for hearing shall be subject to the following terms and conditions:

(1) A hearing officer shall be selected by the City.

(2) If any party objects to the selected hearing officer upon good cause, as determined by the City Manager or his designee, or if such officer declines or is unable to act, the City shall select another hearing officer.

(3) The matter shall be set for hearing within thirty (30) days of selection of a hearing officer. If the hearing officer selected cannot act within said thirty (30) day period, another hearing officer may be selected by the City.

(4) Copies of all communications between the parties and the hearing officer shall be submitted by the parties to the Board through its staff. For any contested hearing, if there is more than one party on a side, the hearing officer may require the parties on one side to designate a representative to receive service of notices, papers and documents with respect to the same, and after such designation, the service of the representative so designated shall be deemed to be giving service to all such parties on that side.

(5) The hearing officer shall be knowledgeable in the rules of evidence. He or she shall be impartial and it shall be his or her duty to conduct an evidentiary hearing to obtain such evidence from the parties that he or she deems necessary to make a determination.

(6) At the evidentiary hearing, the hearing officer shall take all evidence and may require any party to the proceedings to provide

him with pertinent books, records or papers. In furtherance of this power, the hearing officer may request the City Council to issue a subpoena for the same if they are not voluntarily produced, or he may take a refusal to produce the same as evidence that such evidence, if produced, would be adverse to the party refusing to produce the same.

(7) The management may substitute for any books, records and papers, a certified audit by an independent certified public accountant using generally accepted accounting principles consistently applied or a verified statement under oath by an independent certified public accountant of what the information sought from such books, records and papers consists. Notwithstanding this paragraph, the hearing officer or Board may require production of the books, records and papers.

(b) Hearing procedure. The hearing officer shall determine the rights of the parties in accordance with the law, including this resolution. The award shall be subject to review as to the hearing officer's application of the law by any court having jurisdiction of the matter, whether or not any mistake of law shall appear upon the face of the award. As to all questions of fact, however, the determination of the hearing officer shall be binding upon all parties and shall be deemed final and conclusive. The hearing officer shall prepare and issue written findings of fact and conclusions of law as to all issues determined by the award. Subject to the above limitations the award granted by the hearing officer shall be binding upon all parties to the hearing.

(c) Venue. For the purposes of litigation, venue shall lie in the Superior Court of the County of Ventura, of the State.

(d) Standards of review. The hearing officer shall give due consideration to the purposes and intent of this resolution in reaching a decision and shall also consider the record of the Board hearing, the Board's recommendation and the standards set forth in Section 9 of this resolution.

(e) Hearing officer's decision. The hearing officer shall make a final decision within ten (10) days after conclusion of the hearing and notify the parties and the Board through its staff.

(f) Costs. The costs of the hearing shall be borne by each party to the hearing in such amounts as determined by the hearing officer, exclusive of individual expenses and attorneys' fees incurred by either or both the tenants and management deposit for costs shall be required in advance by the hearing officer from the party demanding the formal hearing.

SECTION 9. Standards for determination of rental rates. In making a decision based on a petition for rent mediation, the Board and the hearing officer shall consider the purposes of this resolution and shall specifically consider all relevant factors. In considering proposed rent increases, the Board or hearing officer will not be required to approve a rent increase solely by reason of a change of management or ownership resulting in increases of cost of debt service or taxes. Rent increases shall only be allowed to permit a fair and just return to the management. A reduction in

services provided to any tenant from that provided in the base period may justify a reduction in rent or a set-off against any allowable increase from the base rent to the extent of such reduction in services. The criteria for determining what constitutes a fair and just return shall be established by resolution of the Council.

SECTION 10. Retroactive application of rent increase. The procedures of this resolution are intended to result in a final resolution of a dispute prior to the effective date of a rent increase or decrease in services or amenities. If Board action or the formal hearing do not result in a final decision by the effective date of the change in rent or services, the noticed rent shall be paid provided the amount of any increase shall be placed in an interest-bearing trust account by management. Any Board or hearing officer decision shall be retroactive to the noticed effective date and shall provide for the disbursement of any trust account as a part of any such decision.

SECTION 11. Reimbursements. In the event that the parties do not reject the Board's decision pursuant to Section 8 hereof, management shall, within 45 days of the issuance of the Board's written decision, cause all funds, including any increase in rents, to be disbursed as provided by Section 10 hereof. In the event that the matter is heard by a Hearing Officer, the parties have up to 90 days after the issuance of the Hearing Officer's decision to seek judicial review of that decision pursuant to Section 1094.6 of the Code of Civil Procedure. If no court action has been filed by the parties within 90 days and the Hearing Officer's decision rejects all or part of the proposed rental increases, management shall cause all escrowed fund increases not approved by the Hearing Officer, including any such increase in rents or such portions thereof, to be disbursed within 5 days of the expiration of the 90-day period to seek judicial review, in accordance with the provisions of Section 11 hereof.

SECTION 12. Enforcement.

(a) A tenant may at any time bring an action in the courts of this State alleging a violation by management of any of the terms of this resolution, including but not limited to the existence of a level of rents in excess of that determined by the Board or the hearing officer, if a formal hearing was held, and may seek a court order requiring compliance with the provisions of this resolution.

(b) Management may at any time file an action in the courts of this State alleging a violation by a tenant of the provisions of this resolution and may seek a court order directing compliance with the provisions of this resolution.

SECTION 13. Retaliatory eviction. In any action brought to recover possession of a rental space, the court may consider as grounds for denial any violation of any provision of this resolution. Further, the determination that the action was brought in retaliation for the exercise of any rights conferred by this resolution shall be grounds for denial. Any action brought within three (3) months of the determination of a petition filed with the Board shall be presumed to be retaliatory. This presumption affects the burden of proof, and is rebuttable by the management.


SECTION 14. Rescission of Prior Resolutions. Resolution No. 2000-33 is hereby rescinded.

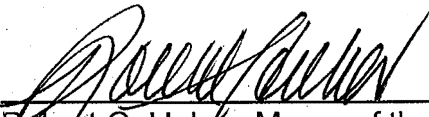
SECTION 15. If any section, subsection, clause or phrase of this resolution is for any reason held to be unconstitutional, or otherwise invalid, such decision shall not affect the validity of the remaining sections of this resolution. The City Council hereby declares that it would have passed this resolution and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that any one or more other sections, subsections, sentences, clauses, or phrases be declared unconstitutional.

SECTION 16. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

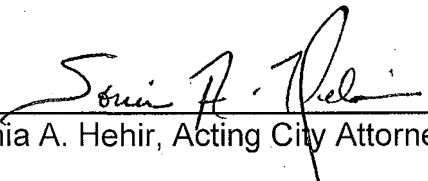
PASSED and ADOPTED this 9<sup>th</sup> day of December 2013

**Attest:**

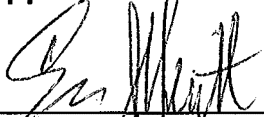
  
\_\_\_\_\_  
Ky Spangler, Assistant City Clerk


  
\_\_\_\_\_  
Robert O. Huber, Mayor of the City of  
Simi Valley, California

**Approved as to Form:**

  
\_\_\_\_\_  
Sonia A. Hehir, Acting City Attorney

**Approved as to Content:**

  
\_\_\_\_\_  
Eric J. Levitt, City Manager

  
\_\_\_\_\_  
Peter Lyons, Director  
Department of Environmental Services

I, Assistant City Clerk of the City of Simi Valley, California, do hereby certify that the foregoing Resolution No. 2013-56 was regularly introduced and adopted by the City Council of the City of Simi Valley, California, at a regular meeting thereof held on the 9<sup>th</sup> day of December 2013, by the following vote of the City Council:


AYES: Council Member Mashburn, Judge, Sojka, Mayor Pro Tem Becerra and Mayor Huber

NAYS: None

ABSENT: None

ABSTAINED: None

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Simi Valley, California, this 10<sup>th</sup> day of December 2013.

  
\_\_\_\_\_  
Ky Spangler  
Assistant City Clerk