[Council Introduction Draft Showing Changes From Current Code 09/22/2026]

Ordinance No.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SANTA BARBARA AMENDING THE SANTA BARBARA MUNICIPAL CODE TO PRESERVE AFFORDABLE HOUSING AND PROTECT TENANT AND LANDLORD RIGHTS BY THE ADDITION OF CHAPTER 26.90 RELATING TO RESIDENTIAL RENT STABILIZATION AND CHAPTER 26.100 RELATING TO RESIDENTIAL RENTAL REGISTRY

THE CITY COUNCIL OF THE CITY OF SANTA BARBARA DOES ORDAIN AS FOLLOWS:

Section 1.

Title 26 of the Santa Barbara Municipal Code is amended by adding Chapter26.90, which reads as follows:

[New Language] **CHAPTER 26.90. RESIDENTIAL RENT STABLIZATION**

26.90.010 General Application.

A. This Chapter applies to all residential rental units in the City except:

1. Rental units for which a certificate of occupancy was issued (or final inspection on a building permit application for construction of the unit was completed) on or after February 1, 1995.

2. Rental units that are alienable separate from title to any other dwelling unit or are a subdivided interest in a subdivision, as specified in subdivision (b), (d), or (f) of Section 11004.5 of the California Business and Professions Code. This exception does not apply to any of the following:

a. A rental unit where the preceding tenancy has been terminated by the owner by notice pursuant to California Civil Code Section 1946.1 or has been terminated upon a change in the terms of the tenancy noticed pursuant to California Civil Code Section 827;

b. A condominium dwelling or unit that has not been sold separately by the subdivider to a bona fide purchaser for value.

c. The owner of the rental unit is any of the following:

i. A real estate investment trust, as defined in Section 856 of the Internal Revenue Code.

ii. A corporation.

iii. A limited liability company in which at least one member is a corporation.

3. Rental units within a mobile home or permanent recreational vehicle park and subject to the provisions of Chapter 26.08 of this Code.

B. When a rental unit is exempt from this Chapter under paragraph 2 of subsection A, the tenants must have been provided written notice that the unit is exempt from this Section using the following statement: "This property is not subject to the rent limits imposed by Santa Barbara Municipal Code Chapter 26.90 and the owner is not any of the following: a real estate investment trust, as defined by Section 856 of the Internal Revenue Code; a corporation; or a limited liability company in which at least one member is a corporation." For a tenancy existing before January 1, 2027, the notice required by this subsection may, but is not required to be provided in the rental agreement offered in compliance with Chapter 26.40. For a Tenancy commenced or renewed on or after January 1, 2027, the notice must be provided in the rental agreement offered in compliance with Chapter 26.40.

26.90.020 Definitions.

The definitions in this Section apply to the interpretation of this Chapter.

Annual general adjustment. Annual general adjustment means the rental adjustment described in Section 26.90.040 of this Chapter.

Base rent. Base rent means either: (1) the rent for a rental unit in effect on December 16, 2025, for tenancies commenced on or before December 16, 2025, or (2) the rental rate

established upon initial occupancy of a rental unit for tenancies commenced after December 16, 2025, provided the rental rate is established in accordance with applicable law. The base rent as defined in this section for a tenancy that commended on or before December 16, 2025, shall apply notwithstanding any provision of any new or amended rental agreement for the continued occupancy of the rental unit by a tenant that purports to establish a higher rent.

Base year. Base year for the purposes of making fair return determinations under Section 26.90.050 means the 2025 calendar year. If the rent for a covered rental unit is increased because of a general annual adjustment under Section 26.90.040 or a fair return adjustment under Section 26.90.050, then the base year for any subsequent petition under Section 26.90.050 shall be the year that was considered the "current year" in the immediately preceding petition.

Capital Improvement. Capital Improvement means an improvement, addition or major repair to a rental unit or common areas of the housing complex containing the rental unit, for the benefit of tenants, that has a useful life of five years or more and that is required by federal income tax law to be amortized over the useful life of the improvement. Capital improvement does not include normal or routine maintenance, repair, or replacements. A capital improvement must be permanent/fixed in nature rather than temporary or movable and must not primarily relate to a service or amenity for which tenants pay separately from rent. Capital Improvement does not include work performed to correct a notice of violation or other notice by a government agency ordering repairs. Capital improvement does not include an improvement completed before December 31, 2025.

City Administrator. City Administrator means the person holding the office of city administrator of the City including any city employee exercising authority delegated by the City Administrator.

City Council. City Council means the elected governing body of the City of Santa Barbara.

Change in Consumer Price Index or CPI. Change in consumer price index or change in CPI means the percentage change in the CPI as defined in this section calculated as follows:

A. For rent increases that take effect in any calendar year, the following shall apply:

1. The percentage change shall be the percentage change in the CPI amount published for April of the immediately preceding calendar year and April of the year before that.

2. If there is not an amount published in April for the area that includes the County of Santa Barbara, the percentage change shall be the percentage change in the CPI amount published for March of the immediately preceding calendar year and March of the year before that.

B. The percentage change shall be rounded to the nearest one-quarter of 1 percent.

Consumer Price Index or CPI. Consumer Price Index or CPI means the California Consumer Price Index for All Urban Consumers for All Items as published by the Department of Industrial Relations. If the United States Bureau of Labor Statistics publishes a CPI-U index for a metropolitan area that includes the County of Santa Barbara, then that CPI-U index will be used for the calendar year in which in that CPI-U, is first published and following years. Should there be no such index, or should there cease to be such an index, the Program Administrator shall designate by regulation an index that is most comparable to the CPI-U index for a metropolitan area that includes the County of Santa Barbara.

Covered rental unit. Covered rental unit means any rental unit not specifically exempted under Section 26.90.010.

Day. Day means calendar day.

Fair return. Fair return means an economic return on property as determined by using the standard outlined in Section 26.90.060.

Hearing officer. Hearing officer means a person appointed by the City Administrator to conduct an investigation or administrative hearing under this Chapter.

Housing services. Housing services means any benefit, privilege, arrangement, or facility provided or contracted for in connection with the use or occupancy of any rental unit including, but not limited to: repairs; maintenance; painting; lighting; heating and air conditioning; hot and cold water service; electricity, gas, Internet, telecommunications, sewer, refuse collection, or other utility services; elevator service; window shades and screens; storage; kitchen, bath and laundry facilities and privileges; janitor services; utility charges that are paid by the landlord; parking; common areas; recreational facilities; the right to have a specified number of occupants; the right to a specific number of pets; access rights; and furnishings. . Housing services to a rental unit include a proportionate part of services provided to common facilities of the building in which the rental unit is contained.

Landlord. Landlord means an owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any rental unit, including an agent, representative, predecessor, or successor of any of the foregoing.

Program Administrator. Program Administrator means the City employee designated by the City Administrator to administer this Chapter.

Property. Property means all rental units under common ownership on a parcel, lot, or contiguous parcels or contiguous lots.

Rent. Rent means all periodic payments under a rental housing agreement concerning the use or occupancy of a rental unit, including all payments and other consideration demanded or paid for housing services. Rent does not include refundable security deposits or avoidable fees imposed by a landlord such as fees for late payment of rent or for checks returned for insufficient funds. Rent includes the value of any non-monetary consideration that a tenant provides to a landlord under the terms of a rental agreement or that a landlord may be otherwise demanded from a tenant in connection with the use or occupancy of a rental unit or provision of housing services.

Rent increase. Rent increase, increase of rent, or upward adjustment of rent includes any reduction, suspension, or termination of any housing service unless there is a simultaneous and corresponding reduction in rent.

Rent Stabilization Board. The Rent Stabilization Board is the board established by this Chapter.

Rental agreement. Rental agreement means an agreement, whether oral, written, or implied, between a landlord and tenant for use or occupancy of a rental unit and for housing services. For the purpose of this Chapter, the terms "rental agreement" and "lease" are interchangeable.

Rental registry. Rental registry means the database of information on rental units in the City required by Chapter 26.100 of this Code.

Rental registry fee. Rental registry fee means the fee described in Chapter 26.100 of this Code.

Rent Stabilization Program. The Rent Stabilization Program means the personnel and policies that implement and enforce this Chapter.

Rental unit. Rental unit means any building or structure, or part thereof, land appurtenant thereto, or any other property rented or offered for rent for residential purposes, together with all housing services connected with use or occupancy of such property. A unit may qualify as such with or without a valid certificate of occupancy for use as rental housing.

Security deposit. Security deposit means any payment, fee, deposit, or charge as defined in Section 1950.5 of the California Civil Code.

Tenant. Tenant means any tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a rental agreement to occupy a rental unit.

26.90.030 Stabilization of Rents.

A. Beginning January 1, 2027, a landlord is prohibited from charging rent for a covered rental unit in an amount that exceeds the sum of the base rent plus any lawful rent increases authorized under this Chapter.

B. Beginning January 1, 2027, a landlord is prohibited from increasing rent for a covered rental unit except in an amount permitted under Sections 26.90.040, 26.90.050, or 26.90.060.

C. Notwithstanding Subsection A of this Section, a landlord may set the initial rent for a new tenancy following the lawful vacancy of a covered rental unit, subject only to limitations of California statute. After the initial rent for a covered rental unit has been set, a landlord may not increase rent except as provided in subsection B of this Section.

D. If a landlord increased the rent for a covered rental unit after December 16, 2025, but before January 1, 2027, in accordance with applicable law, then the percentage amount of that increase above the base rent will be counted in full against percentage of rent increases above the base rent authorized under this Chapter until the rent increase authorized under this Chapter exceeds the prior rent increase. The Program Administrator, with the approval of the Rent Stabilization Board, shall adopt regulations to implement this requirement.

E. No more than one rent increase per twelve-month period may be imposed on a tenant.

F. A violation of this Section occurs upon the delivery to a tenant of a notice or demand for a prohibited increase in rent.

G. As part of any notice to increase rent, introduce a new rental agreement, or renew or change any terms of an existing rental agreement, a Landlord must include:

1 Notice of the existence of this Chapter, and;

2. Notice that no rent increase shall take effect until the requirements of this Chapter have been met.

26.90.040 Annual General Rent Adjustment.

A. No later than October 1 each year, the Program Administrator will determine and post on the City's Rent Stabilization Program webpage the amount of the annual general adjustment, which will be effective as of January 1 of the following year.

B. The annual general adjustment will be equal to 60% of annual percentage change in the Consumer Price Index or 3%, whichever is less. If the percentage change in the Consumer Price Index is negative, the annual general adjustment will be zero.

C. A landlord who seeks to raise rent by the annual general adjustment must do so before the end of the calendar year for which the adjustment amount is determined under subsection A. A landlord who fails to implement a rent increase pursuant to the annual general adjustment during such period may not defer implementation of the annual general adjustment to a later year or from year-to-year.

D. Allowable annual general adjustment rent increases under this Section shall become effective only after the landlord provides notice to the tenant in the manner prescribed by law, with at least 30 days' advance written notice.

E. An annual general rent adjustment may not be applied to any covered rental units if the landlord has failed:

1. To maintain the rental unit in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code Sections 17920.3 and 17920.10; or

2. Has failed to make repairs ordered by a court or by the City Building Official.

26.90.050 Petition for Special Adjustment – Fair Return.

A. A landlord may file a petition with the Program Administrator seeking adjustment of the rent for any given tenancy in accordance with the standards stated in this Section and using the procedures stated in Section 26.90.080 and implementing regulations. A petition must be accompanied by a declaration by the landlord that each covered rental unit for which the petition is submitted complies with all the requirements of this Chapter, including an express declaration that the landlord has maintained the rental unit in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code Sections 17920.3 and 17920.10.

B. Upward rent adjustments may be granted only when the landlord demonstrates by a preponderance of evidence, and the hearing officer or Rent Stabilization Board on appeal finds based on substantial evidence in the record of a hearing, that such adjustments are necessary to provide the landlord a fair return as required by the California and United States Constitutions.

C. No upward rent adjustments may be authorized under this Section if the landlord has failed to maintain the covered rental unit or units in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code Sections 17920.3 and 17920.10.

D. The following presumptions apply to the evaluation of petitions under this Section.

1. The net operating income received by the landlord in the base year provided a fair return.

2. The base rent for a covered rental unit provided a fair return when it was established.

E. For purposes of determining a fair return there is a rebuttable presumption that maintenance of net operating income equal to the base year net operating income adjusted by the change in the Consumer Price Index from the base year to the current year results in a fair rate of return. The current year CPI shall be the annual CPI for the calendar year preceding the calendar year in which an application is filed. While it is presumed that the maintenance of net operating income standard under this Section provides a fair return, nothing in this Section prevents the hearing officer or Rent Stabilization Board from granting or denying a rent increase based upon substantial evidence in the record of a hearing.

F. The presumption of fair return under subsection E of this Section may be rebutted by evidence supporting at least one of the following findings:

1. The landlord's operating expenses in the base year were unusually high or low.

2. The gross income during the base year was disproportionately low due to exceptional circumstances. In such instances, adjustments may be made when calculating

base year gross rental income consistent with the purposes of this Chapter. The following factors may be considered when making such a finding:

a. If the gross income during the base year was lower than it might have been because some tenants were charged reduced rent.

b. If the gross income during the base year was significantly lower than normal because of temporary vacancy for construction or repairs.

c. The pattern of rent increases or decreases in the years prior to the base year and whether those changes reflect market rent for comparable units.

d. Other exceptional circumstances as established by regulation adopted by the Program Administrator or Rent Stabilization Board.

G. Net operating income shall be calculated by subtracting from gross operating income operating expenses that are directly related or attributable to the property and rental units for which the rent adjustment is sought. The following principles apply to the calculation of net operating income:

1. Gross rental income includes:

a. Gross rents calculated based on the amount of rent lawfully collectable at 100% occupancy.

b. All other income or consideration received or receivable in connection with the use or occupancy of the rental unit or units, except items excluded from gross rental income under this subsection.

2. Gross rental income excludes:

a. Utility charges for sub-metered gas, electricity or water.

b. Charges for refuse disposal, sewer service, or other similar services that are either provided solely on a cost pass-through basis or are regulated by state or local law.

c. Charges for laundry services.

d. Storage charges.

e. Additional rents imposed upon tenants that are supplementary to the primary rent, such as "pet rent."

3. Operating expenses include:

a. Reasonable costs of operation and maintenance.

b. Reasonable management expenses.

c. Cost of utilities such as water, sewage, gas, electricity, or communication systems that are provided by a public agency or private utility company and paid by the landlord.

d. Property taxes attributable to an assessment for the base year and for the current year. Property taxes attributable to assessments in any other year shall not be considered when calculating operating expenses.

e. License and registration fees required by law to the extent these expenses are not otherwise paid or reimbursed by tenants.

f. Landlord-performed labor compensated at reasonable hourly rates. However, no landlord-performed labor shall be included as an operating expense unless the landlord submits documentation showing the date, time, and nature of the work performed. The maximum allowed for landlord-performed labor shall not exceed 5% of gross income unless the landlord shows greater services were performed for the benefit of the residents.

g. Reasonable attorneys' fees and costs necessary to the operation of the property for rent, excluding attorneys' fees incurred with respect to a petition under this Chapter.

h. Up to 50 percent of the annual fee paid in connection with the rental registry under Chapter 26.100.

4. Operating expenses do not include:

a. Capital improvement expenses. Adjustments for capital improvement expenses may be obtained under Section 26.90.060.

b. Mortgage principal or interest payments or other debt service costs.

c. Late fees, penalties, or interest resulting from the landlord's failure to timely pay any operating expenses. Any penalties, fees or interest assessed or awarded for violation of any provision of this Chapter or of any other provision of law.

d. Land lease expenses.

e. Political contributions.

f. Payments to persons or organizations that are substantially devoted to legislative lobbying.

g. Depreciation.

h. Any expenses for which the landlord has been reimbursed by any utility rebate or discount, security deposit, insurance settlement, judgment for damages, settlement or any other method or device.

i. Unreasonable increases in expenses since the base year.

j. Cost of utility services such as water, sewage, gas, electricity, or communication systems that are provided by a public agency or private utility company and paid directly by the tenant.

k. Expenses attributable to unreasonable delays in performing necessary maintenance or repair work or the failure to timely and competently complete necessary replacements.

5. Base year or current year operating expenses may be averaged or adjusted, as appropriate based on the preponderance of the evidence, to establish an expense amount that best achieves a reasonable comparison of base year and current year expenses. The petitioner must request and identify any proposed averaging or adjustment and bears the

burden of proof by a preponderance of the evidence. Grounds for such adjustments include, but are not limited to:

a. An expense item for a particular year that is not representative.

b. A base year expense for an item is not a reasonable reflection of average past expenses for that item in the years immediately preceding or following the base year.

c. A current year expense for an item is not a reasonable projection of future year expenses for that item.

d. A particular expense exceeds industry standards for the geographic area that includes the City.

e. A base year expense was exceptionally low by industry standards, provided that the low expense was not caused by a reduction of service, maintenance, or amenities.

f. An increase in maintenance or management expenses that is disproportionate to the percentage change in the CPI, while the level of services has not changed significantly or the increase is not justified by exceptional circumstances.

H. When a cost is required by federal income tax law to be amortized, an interest allowance on the cost of amortized expenses may be considered at a rate equal to the "average rate" for the thirty-year fixed rate on home mortgages plus 2%. The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the Petition's initial submission date. If this rate is no longer published, the Program Administrator shall designate by regulations an index that is most comparable to the PMMS index.

I. If the time a hearing officer or the Rent Stabilization Board devotes to determining the allowable rent increase pursuant to this Section exceeds 120 days after the acceptance by the Program Administrator of a complete application and the landlord did not request, cause, or contribute to the delay, then the landlord may recover increases that would have been permitted if the rent increase decision had been made within 120 days. The allowance

for these increases may be amortized or may be factored into the prospective allowable increase to avoid undue hardship on tenants.

J. Rent increases authorized by this subsection shall become effective only after the landlord provides the tenant written notice of such rent increase pursuant to state law.

26.90.060 Petition for Special Adjustment – Capital Improvements.

A. A landlord that has obtained an approved capital improvement plan under Section 26.90.100 may file a capital improvement petition with the Program Administrator seeking a rent adjustment for any given tenancy and requesting a pass-through cost to the tenants to cover expenses incurred by the landlord to complete reasonable capital improvements for or attributable to the rental unit. The petition must be filed in accordance with the standards stated in this Section and using the procedures stated in Section 26.90.080 and any implementing regulations. A petition must include a declaration by the landlord that the covered rental units comply with all requirements of this Chapter, including an express declaration that the landlord has maintained the rental unit in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code Sections 17920.3 and 17920.10.

B. Capital improvements eligible for pass-through cost under this Section must be made according to an approved capital improvement plan and are limited to the following:

1. A new roof covering all or substantially all of a building or a structurally independent portion of a building.

2. A significant upgrade of a foundation, including seismic retrofits, of all or substantially all of a building or a structurally independent portion of a building.

3 A new or substantially new plumbing, electrical, or heating, ventilation, and air conditioning (HVAC) system in one or more rental units.

4. Exterior painting or installation/replacement of siding or stucco on all or substantially all of a building.

5. Repairs reasonably related to correcting or preventing the spread of defects that are noted in findings in a Wood Destroying Pest and Organisms Report issued by a pest control company registered in Branch 3 of the State of California Structural Pest Control Board.

6. The installation of water conservation devices that are intended to reduce the use of water; the installation of energy efficient devices and renewable energy devices that are intended to save energy or reduce greenhouse gases; replacement of single-glazed windows with dual-glazed windows.

7. Improvements or upgrades to the rental unit or the building/complex that meet or exceed disability/accessibility standards as required by law.

8. A fire sprinkler or fire alarm system covering all or substantially all of a building.

9. Replacement of stairs and/or railings in all or substantially all of a building.

10. Installation of electric vehicle charging stations.

11. Lead based paint stabilization and abatement.

C. No adjustment for a capital improvement may be authorized by a hearing officer or the Rent Stabilization Board under this Section if the landlord has failed to maintain the covered rental unit or units in compliance with California Civil Code Sections 1941.l et seq. and California Health and Safety Code Sections 17920.3 and 17920.10, or if the capital improvement has been ordered to correct the violation of any law or regulation relating to building habitability or safety for human occupancy.

D. A capital improvement petition must be initiated by the landlord within two years of completing the capital improvement. Capital improvement, as defined in Section 26.90.020, does not include an improvement completed before or during the initial base year.

E. A capital improvement petition shall not apply to rental units or tenants for which the initial rent was established after commencement of the capital improvement for which a rent adjustment is sought;

F. A landlord may not require a tenant to pay any amount of any cost that is attributable to any period of time that the tenant was not entitled to use and occupy the rental unit;

G. A landlord may not require a tenant to pay more than the tenant's share of the cost of a capital improvement attributable to that tenant's rental unit that is permitted to be passed through pursuant to a petition.

H. If a capital improvement benefits one or more, but less than all of the covered rental units on a property, then the rent adjustment under this Section shall be applied only to the rental units receiving the benefit, as determined by the hearing officer or Rent Stabilization Board.

I. The approved monthly pass-through adjustment costs for capital improvements shall be separately itemized on the rental statement provided to a tenant, and it shall not be included in the calculation of future rent adjustments under either Section 26.90.040 or 26.90.050.

J. Capital Improvement pass-through adjustments must be determined according to the following:

1. Capital Improvement costs may be amortized over the useful life of the capital improvement but may not result in a monthly pass through cost that exceeds 10% of the current monthly rent or $100 whichever is less. For the purposes of such computation, the current rent for any period shall not include any capital improvement pass-through amounts;

2. For mixed-use structures and landlord-occupied rental units, only the percentage of residential square footage will be applied in the calculations;

3. If a unit is occupied by an agent of the landlord, this unit must be included when determining the average costs per rental unit; and

4. If the landlord is reimbursed for capital improvements (i.e. through insurance, court-awarded damages, subsidies, etc.), such reimbursement must be deducted from the capital improvements costs before the costs are amortized and allocated among the rental units.

5. When a cost is required to be amortized, an interest allowance on the cost of amortized expenses may be considered at a rate equal to the "average rate" for the thirty-year fixed rate on home mortgages plus two 2%. The "average rate" shall be the rate Freddie Mac last published in its weekly Primary Mortgage Market Survey (PMMS) as of the Petition's initial submission date. If this rate is no longer published, the Program Administrator shall designate by regulations an index that is most comparable to the PMMS index.

26.90.070 Tenant Petition for Downward Adjustment.

A. A tenant petition may be filed under Section 26.90.080 to adjust rent downward based on a loss in rental value attributable to the landlord's failure to maintain a covered rental unit or units in habitable condition. Failure to maintain a covered rental unit in compliance with governing health and safety and building codes, including but not limited to California Civil Code Sections 1941.1 et seq. and California Health and Safety Code Sections 17920.3 and 17920.10, constitutes a rent increase. A tenant petition under this subsection must specify the conditions alleged to constitute the failure to maintain the rental unit or units in habitable condition and describe how the landlord was provided with reasonable notice and opportunity to correct the conditions alleged in the petition.

B. A tenant petition may be filed under Section 26.90.080 to adjust rent downward based on a loss in rental value attributable to a reduction, suspension, or termination of any housing service, a decrease of maintenance, or deterioration of the rental unit. A reduction, suspension, or termination of any housing service, a decrease of maintenance, or deterioration of a covered rental unit beyond ordinary wear and tear, without a corresponding reduction in rent, is considered a rent increase. A tenant petition under this subsection must specify the conditions alleged to constitute the reduction, suspension, or termination of housing service, a decrease of maintenance, or the deterioration of the rental unit and it must describe how the landlord was provided with reasonable notice and opportunity to correct the conditions alleged in the petition.

C. A tenant petition may be filed under Section 26.90.080 to adjust rent downward to its lawful level if a landlord demands or retains rent exceeding the lawful rent permitted by this Chapter. If such a petition is granted, the landlord shall be ordered to return any excessive

rent charged to the tenant. The hearing officer or Rent Stabilization Board may order the landlord to return the excess amount of the overcharged rent to a tenant within 30 days of the issuance of the order or, at the tenant's request may authorize the tenant to withhold a fraction of the downward-adjusted rent until the tenant has recovered the overcharged rent amount. The withholding fraction and duration shall be determined by the hearing officer or Rent Stabilization Board. Further, if the landlord is ordered to repay the excess rent amount within 30 days and fails to do so, the tenant may withhold the excess rent amount from future rent payments in an amount determined by the tenant until the tenant has recovered the overcharged rent amount. During the withholding period, the downward-adjusted rent minus the withholding amount shall be considered the lawful rent to which the landlord is legally entitled.

D. The petition order shall constitute a defense to any unlawful detainer action filed against a tenant withholding rent as authorized under this subsection. However, nothing in this subsection shall be construed to prevent a tenant from asserting previous overpayments of rent as a defense in an unlawful detainer proceeding.

E. If a tenant vacates the covered rental unit before recovering the full amount of overpayment as determined in the petition order, the landlord must pay the balance of the amount owed within two weeks of the tenant vacating the rental unit.

26.90.080 Petition Procedures.

A. A landlord, tenant, or group of tenants may file petitions with the Program Administrator for adjustments under Sections 26.90.050, 26.90.060, or 26.90.070 as provided in this Section. For purposes of the petition process, the landlord and each tenant of a covered rental unit that is the subject of a petition shall be a "party" to the petition. The Program Administrator may issue regulations regarding procedures and requirements for petitions filed under this Section, subject to approval by or at the direction of the Rent Stabilization Board. Petitions shall be governed by such regulations and by the provisions of this Section. Petitions shall be available in the language that the landlord and tenant used to negotiate the terms of the rental agreement for the tenancy if the rental agreement is in a language other than English.

B. A petition must state the identity and mailing address of the person or persons filing the petition, the covered rental units affected by the petition, the nature of the rental adjustment for which the petition is filed, and a brief statement of the grounds and facts upon which the petition is based. If the petition is filed by a landlord, the petition shall be accompanied by a separate list of the names and mailing addresses, or email addresses if applicable, of the tenants of each of the covered rental units affected by the petition. The separate list will be kept confidential to the extent authorized by law and used by the Program Administrator solely for the purpose of giving notices required by this Section.

C. Within 30 days of filing a petition, the Program Administrator shall notify the petitioner of the acceptance or rejection of the petition based on the completeness of the submission. The Program Administrator shall not assess the merits of the petition and shall only refuse acceptance of a petition that does not include required information or does not comply with the requirements of this Section.

D. Landlords filing petitions shall be responsible for payment of any applicable program fees established by City Council resolution. No landlord petition shall be accepted or processed if the landlord is delinquent on any required fees under this Chapter or Chapter 26.100.

E. A petition may not be accepted or processed if a decision has been made on a prior petition based on the same, or substantially the same grounds, within the previous 180 days.

F. Within 14 days after the acceptance of a petition, the Program Administrator shall provide written notice to the landlord and tenants of the rental units subject to the petition. The written notice shall inform the parties of the petition process, the right to respond, and the deadline for filing a written response, and it shall include a copy of the completed petition and supportive documents. Any written response submitted by a responding party will be made available to the petitioning party.

G. An impartial hearing officer appointed by the Program Administrator shall conduct a hearing to act upon the petition. The hearing officer has the power to approve, deny, or approve in part and deny in part a petition; to issue orders consistent with this Chapter that

are necessary or convenient to conduct a fair hearing; to issue orders consistent with this Chapter to implement a decision on the petition; and to exercise any other powers delegated by regulations promulgated by the Program Administrator and approved by the Rent Stabilization Board. The hearing officer has the power to issue subpoenas. The Hearing Officer has no authority to consider the constitutionality of any federal, state or local law or regulation.

H. The Program Administrator shall schedule each petition accepted for a hearing by the hearing officer to be held on a date not more than 60 days from the date the Program Administrator accepts the petition. With the agreement of the parties, the hearing officer may hold the hearing after the 60 days. The Program Administrator will give written notice of the hearing date to all of the parties not less than 20 days before the date of the hearing. The notice will be given to the mailing address or email address provided to the Program Administrator under subsection B of this Section. Mailed notice will be given by first class mail, postage prepaid and will be deemed complete upon mailing. If notice is given by electronic mail, it will be complete on the sending date.

I. All petitions pertaining to covered rental units on the same property will be consolidated for hearing unless the Program Administrator or hearing officer finds good cause not to consolidate the petitions.

J. All parties to a hearing may have assistance in presenting evidence and developing their positions from attorneys, legal workers, or any other person designated by the parties.

K. All parties may participate in the hearing. The Program Administrator may participate in the hearing to provide interpretations of this Chapter.

L. Formal rules of evidence shall not apply to hearings on petitions. The parties may offer any documents, testimony, written declarations, or other evidence that, in the opinion of the hearing officer, is credible and relevant to the petition. The hearing officer may consider the results of inspections of the property in question and the results of any other investigations conducted by or at the request of the hearing officer. Any relevant evidence, including hearsay evidence, may be considered. Evidence that is unduly repetitious, lacking

credibility, or irrelevant shall be excluded upon order by the hearing officer. The hearing officer may establish time limits for the presentation of evidence and argument. Oral testimony shall be on oath or affirmation. The hearing officer is empowered to administer oaths or affirmations.

M. Any party may appear and offer such documents, testimony, written declarations, or other evidence as may be relevant to the proceeding. The hearing officer may require either party to provide any books of accounts, records, or papers deemed by the hearing officer to be relevant. The hearing officer may request the City to conduct a building inspection if the hearing officer finds good cause to believe the information presented does not reflect the current condition of the covered rental unit or units that are the subject of a petition. All documents required under this Section shall be made available to the parties before the hearing.

N. The petitioner(s) shall have the burden of proof. A petition may not be granted unless supported by a preponderance of the evidence.

O. The hearing officer shall make a determination on the merits of the petition and shall provide a written statement of decision, including findings upon which the determination is based. The hearing officer's decision may be reasonably conditioned in any manner necessary to carry out the purposes of this Chapter. The hearing officer shall deliver the written statement of decision to the Program Administrator not more than 30 days after the conclusion of the hearing. The Program Administrator will promptly deliver the decision to the parties by first class mail, postage prepaid. Additionally, the parties to the hearing shall be notified of their right to appeal to the Rent Stabilization Board or to judicial review of the decision under Section 1094.5 of the Code of Civil Procedure.

P. The record of the hearing shall include: the petition; any response to the petition; all exhibits, papers, and documents required to be filed or accepted into evidence during the proceedings; a list of participants present; a transcript of the testimony accepted in the proceedings; a statement of all materials officially noticed; all recommended decisions, orders and/or rulings; all final decisions, orders, or rulings; and the reasons for each final

decision, order, or ruling. All hearings shall be recorded, and the Program Administrator may arrange for a court reporter upon request of a party.

Q. Any party aggrieved by the decisions of the hearing officer may appeal to the Rent Stabilization Board. An appeal to the board shall be filed with the Program Administrator no later than 30 days after mailing of the written statement of decision by the Program Administrator as provided in Section 26.90.090. If no board exists at the time the appeal is filed, the decision of the hearing officer shall be final subject only to judicial review.

R. The decision of the hearing officer shall not be stayed pending appeal; however, in the event that the board on appeal reverses or modifies the decision of the hearing officer, the board shall order the appropriate party to make retroactive payments, as applicable, to restore the parties to the position they would have occupied had the hearing officer's decision been the same as that of the board.

S. The Program Administrator shall give notice of a decision on appeal of the Rent Stabilization Board. The notice will be given in the same manner as the decision of the hearing officer.

T. A final decision of the hearing officer is subject to judicial review only if there is no Rent Stabilization Board appointed at the time the final decision is issued. In such cases, the final decision of the hearing officer is subject to judicial review under Section 1094.5 of the Civil Code and as provided in Chapter 1.30 of this Code, except that judicial review must be commenced in a court of competent jurisdiction not later than 30 days after the date notice of the final decision is given.

26.90.090 Rent Stabilization Board.

A. A Rent Stabilization Board to perform the functions designated in this Chapter is established. The board consists of seven members appointed by the City Council. At least four members must be tenants of rental housing in the City. All members must be residents of the City but are not required to be qualified electors. Board members are subject to the requirements of the California Political Reform Act and the Santa Barbara Local Conflict of Interest Code. Board members shall serve for a term of four years or until their respective

successors are appointed or qualified, except that three of the initially appointed members, including two of the designated tenant members will be appointed for initial terms of two years. The City Council may remove a board member at any time for any reason and a replacement will be appointed to serve the balance of the removed member's term. The Program Administrator is designated as secretary of the board and will provide appropriate administrative and staff support.

B. The Rent Stabilization Board has the following powers and duties:

1. Hold regular meetings as established by resolution of the board, and hold special meetings as scheduled by the Program Administrator.

2. Conduct hearings, adopt regulations consistent with this Chapter for implementation and administration of petitions, and make recommendations to the Program Administrator or City Council regarding the rent stabilization program or this Chapter. The board, in consultation with the City Attorney, may establish procedures for the conduct of appeal hearings.

3. Select a chair and vice chair. The chair and vice chair shall be selected every two years and may serve successive terms. The chair and vice chair serve at the pleasure of the board.

4. Establish procedures for hearings on petitions.

5. Make such studies, surveys, and investigations, conduct such hearings, and obtain such information as is necessary to carry out its powers and duties.

6. Perform other duties as are designated by this Chapter or by resolution or motion of the City Council.

C. All business of the Rent Stabilization Board shall be conducted at meetings held according to the Ralph M. Brown Act and City Council policy. The board shall not create temporary or standing committees. Four members of the board constitute a quorum for the transaction of business. A decision to grant or deny a petition requires the affirmative vote

of four board members. All other actions of the board require approval by a majority of a quorum at a meeting.

D. Any party aggrieved by the decisions of the hearing officer may appeal to the Rent Stabilization Board in accordance with Section 26.90.80. An appeal to the board shall be filed with the Program Administrator no later than 30 days after the Program Administrator mails the written statement of decision of the hearing officer. The board shall consider the appeal within 30 days after it is filed and render a decision on the appeal within 30 days after the appellate hearing. On appeal, the board shall affirm, reverse, or modify the decision of the hearing officer. Board review of the hearing officer's decision shall be based on the hearing record without holding a new hearing, unless the Board elects to conduct a de novo hearing. The board may consider additional evidence for good cause, including evidence which did not exist at the time of the hearing by the hearing officer, or which could not be discovered by the party offering it using due diligence. If no board exists when the appeal is filed, the decision of the hearing officer shall be final subject only to judicial review.

E. A final decision of the Rent Stabilization Board is subject to judicial review as provided in Chapter 1.30 of this Code, except that judicial review must commence in a court of competent jurisdiction not later than 30 days after notice of the final decision.is given. The decision of the board shall take effect immediately, or on such other date as stated in the decision. A decision shall not be stayed pending judicial review except as otherwise ordered by a court of competent jurisdiction.

26.90.100 Capital Improvement Plans.

A. Capital improvement plan means a detailed proposal submitted to the Program Administrator by a landlord to proceed with one or more capital Improvements when either or both of the following conditions apply:

1. The landlord intends to file a petition under Section 26.90.060; or

2. The capital improvement will result in the temporary relocation or eviction of a tenant.

B. A landlord may not apply for a capital improvement plan with respect to the same rental units or property more frequently than once every 24 months except for capital improvements the Program Administrator determines are made necessary by:

1. A fire, flood, earthquake or other natural disaster;

2. An event beyond the control of the landlord and the landlord did not cause or contribute to the condition that requires the capital improvement; or

3. A health or safety condition that did not exist when the landlord filed the prior application for a capital improvement plan and that condition has caused or resulted in an order from a governmental agency or a court of competent jurisdiction to vacate the rental unit, provided that the health or safety condition was not caused by the landlords failure to undertake ordinary maintenance and repairs.

C. A Landlord who has applied to the Program Administrator for a capital improvement plan shall:

1. Provide to the Program Administrator documentation of the estimated cost of the capital improvements, a complete description of the proposed capital improvements, the proposed construction schedule, rental units and names of the tenants of each unit affected by the application, proof of notification of tenants as required by paragraph 2 of this subsection.

2. Notify each tenant in writing that the landlord has applied for a capital improvement plan and whether, as part of that application, the landlord is requesting the tenant's tenancy be temporarily interrupted or whether a no-fault just cause eviction for substantial remodel will be required in connection with the capital improvement.

D. If implementation of the capital improvement plan will result in eviction of a tenant due to a substantial remodel as defined in Chapter 26.50 of this Code, the landlord must comply with that Chapter before commencement of the capital improvements. If implementation of the capital improvement plan will not result in eviction of a tenant under Chapter 26.50, but will result in displacement of a tenant from a rental unit for fewer than

thirty days, the capital improvement plan must demonstrate how the landlord will comply with the following requirements:

1. The tenant shall be immediately entitled to short-term relocation payments from the landlord as set out in Subsection 26.90.130(G)(3). The tenant may choose not to receive short-term relocation payments. If the tenant receives short-term relocation payments, the tenant remains obligated to pay to the landlord the lawful rent in effect when the tenant vacates. If the tenant chooses not to receive short-term relocation payments, the tenant shall not be obligated to pay any rent until the tenant reoccupies the rental unit.

2. Should a tenant be displaced for a greater time than stated in the landlord's written notice to the tenant, the landlord shall pay additional short-term relocation expenses for each additional day of displacement, to be paid weekly in advance.

3. The landlord shall pay the tenant the following for each day of displacement:

a. Hotel or motel accommodations: $150.00 per household;

b. Meal expenses: $30.00 per occupant.

The dollar amounts specified in this Subsection shall adjust annually at the rate of increase in the consumer price index. The Program Administrator shall publish the new short-term relocation payment amounts each year.

4. Nothing in this Section shall prevent a tenant from seeking a reasonable accommodation for disability from a landlord or impact a tenant's legal right to disability accommodations during renovations.

5. The capital improvement plan may allow for the temporary disruption of major systems during the hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, without requiring the relocation of tenants.

6. A capital improvement plan may not be approved if it would allow tenants to be exposed at any time to toxic or hazardous materials, including, but not limited to, lead-based paint and asbestos.

E. The Program Administrator shall approve, conditionally approve, or disapprove a proposed capital improvement plan within 15 days of the submission of a complete application. The Program Administrator shall provide landlords with written statement of deficiencies when a capital improvement plan is determined to be inadequate. A landlord may submit an amended plan to correct deficiencies.

F. Once the Program Administrator has approved a landlord's proposed capital improvement plan, the landlord must provide affected tenants a copy of the approved capital improvement plan along with a notice, as provided by the Program Administrator, of the tenant's right to appeal the capital improvement plan pursuant to Subsection H.

G. Landlords and tenants may appeal the Program Administrator's determination regarding a capital improvement plan. The appeal shall be made in writing, upon appropriate forms provided by the Program Administrator, and shall specify the grounds for appeal, such as the plan being overly disruptive or that a temporary relocation should or should not be provided. The appeal shall be filed within 15 days of the service of the Program Administrator's determination. A hearing officer shall hear the appeal within 30 days of the filing of the appeal according to Section 26.90.080. The hearing officer shall issue a written decision within 15 days of the hearing, with a copy of the decision served on the landlord and the tenants by first class mail, postage prepaid, or in person. Tenants may raise on appeal that job or childcare schedules or other unavoidable hardship require relocation or other mitigation measures beyond those proposed by the landlord, in addition to the other requirements of this Section.

H. A capital improvement plan submitted as a prerequisite to the filing of a petition under Section 26.90.060 shall not be approved or conditionally approved unless the proposed improvements are reasonable, for the benefit of the tenants, and are of the type listed in Section 26.90.060 B.

I. The Program Administrator may issue regulations consistent with this Section regarding procedures and requirements for capital improvement plans, subject to approval by or at the direction of the Rent Stabilization Board.

26.90.110 Notices.

A. In addition to any other notice required to be given by law, including this Chapter, and concurrently with the offer of a lease required under Section 26.40.010 of this Code, a landlord shall provide to a prospective tenant of a covered rental unit all of the following:

1. A written notice that the rental unit is subject to this Chapter.

2. A current copy of this Chapter.

3. A current copy of any City regulations promulgated to implement this Chapter.

4. A current copy of any brochure the Program Administrator issues to explain this Chapter.

B. A landlord may satisfy the requirements of Subsection A by providing to a prospective tenant a hard copy of the materials set forth in subsection A or if a prospective tenant has internet access and consents in writing, by providing the prospective tenant with a link to the required information on a website established by the Program Administrator. A landlord shall document that the prospective tenant has been informed of the choices and of what choice the prospective tenant made including, where applicable, the prospective tenant's written consent to receive the materials online.

C. A landlord must retain proof of compliance with the notice requirements of this Section and Section 26.90.010 B (when applicable) for each covered unit and file a copy of the proof of compliance with the Program Administrator within three days of a written demand.

D. The term “prospective tenant” as used in Subsections A and B of this Section means any person entitled to the offer of a lease under Section 26.40.010, including an existing tenant.

E. Whenever this Chapter or applicable law requires that a landlord give notice to a tenant or prospective tenant, the notice shall be given in writing in English and Spanish or

such other language as landlord knows or reasonably should know the at the tenant understands.

26.90.120 Remedies; Enforcement.

A. The violation of any provision of this Chapter is a punishable offense as provided in Chapter 1.28 of this Code.

B. The City Attorney is authorized to enforce this Chapter through civil or criminal action. The City Attorney is further authorized to bring actions for injunctive relief on behalf of the City. The City Attorney shall seek recovery of costs, expenses, and attorney's fees as allowed by law.

C. Any aggrieved person may bring a civil action for damages for any violation of this Chapter or the final orders and decisions of a hearing officer or Rent Stabilization Board. The burden of proof in such cases shall be by a preponderance of the evidence.

D. A court of competent jurisdiction may enjoin any person who commits an act, proposes to commit an act, or engages in any pattern and practice that violates this Chapter. An injunction action under this Section may be sought by any aggrieved person, including the City.

E. A landlord's failure to comply with any requirement of this Chapter may be asserted as a complete affirmative defense in an unlawful detainer or any other action brought by the landlord to recover rent or possession of a covered rental unit. Additionally, any attempt to recover possession of a covered rental unit in violation of this Chapter shall render the landlord liable to the tenant for damages in a civil action for wrongful eviction. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorneys' fees.

F. The remedies provided in this Chapter are not exclusive, and nothing in this Section shall preclude any person from seeking any other remedies, penalties or procedures provided by law.

26.90.130 Hearing Officers

A. The City Administrator may retain hearing officers to conduct hearings under this Chapter using any or all of the following methods:

1. Hiring as a City employee.

2. Contracting with an active or retired attorneys, retired judges, or other judicial officers on an ad hoc basis for one or more matters or cases.

3. Contracting with a business entity that provides dispute resolution services

B. A hearing officer, who is not a City employee, shall be an independent contractor. To avoid conflicts of interest, including the appearance of conflicts, a hearing officer shall provide no services to the City other than those of a hearing officer.

C. The City Administrator is authorized to execute service agreements as necessary to implement this Section and subject to approval of the form of the contract by the City Attorney. Hearing officers, except volunteer panel members, shall be compensated for their services on an hourly or flat rate basis, and all hearing officers will be reimbursed for their actual and necessary expenses, without regard to the outcome of any decision.

D. An employee appointed as a hearing officer shall not have a term of office but shall serve as an at-will employee of the City. An attorney contracted for an individual matter shall not have a term of office but shall serve as an independent contractor.

E. The appointment, selection, employment, continued employment, performance evaluation, compensation, and benefits of a hearing officer shall not be directly or indirectly conditioned upon the outcome of hearings conducted under this Chapter. [End New Language]

Section 2.

Title 26 of the Santa Barbara Municipal Code is amended by adding Chapter 26.100 which reads as follows:

[New Language]**CHAPTER 26.100 RESIDENTIAL RENTAL REGISTRY**

26.100.010 Rental Registry.

A. The Program Administrator shall create a rental registry in a format determined by the Program Administrator. The Program Administrator shall make registration or registration forms available to landlords through the Rent Stabilization Program website.

B. All residential rental units in the City shall be registered except rental units that are within an owner-occupied dwelling where the owner and tenants share common facilities such as kitchens or bathrooms.

C. Landlords shall register rental units as follows:

1. An initial registration form for each covered rental unit must be completed by the later of April 1, 2027, or within 30 days after the Program Administrator has made the registration form available.

2. An initial registration form for each rental unit that is not a covered rental unit under this Chapter must be completed by the later of October 1, 2027, or within 30 days after the Program Administrator has made the registration form available.

3. The Program Administrator shall establish by regulations or administrative procedures, annual registration deadlines, renewal procedures, and related administrative requirements. Landlords must register units according to the deadlines, procedures, and requirements established by the Program Administrator.

4. The landlord must pay the rental registry fee for each rental unit concurrently with the filing of the registration form and with each annual registration renewal. A registration form is not complete unless the rental registry fee for each covered unit is paid.

5. A landlord may submit a single form for all rental units on a property provided that the form contains all the required information for each unit and the rental registry fee for each covered unit is paid.

D. A new landlord must file an amendment to the registration or exemption form for each rental unit on a property within 30 days of an ownership change.

1. The amendment form must be accompanied by a copy of a written notification form prescribed by the Program Administrator and sent from the landlord to all tenants of each rental unit on an affected property;

2. The form should advise the tenants of the change in ownership and contain the name, address and contact information of the new landlord and of the new landlord's property manager or representative, if any.

3. The amendment form must also be accompanied by a declaration that the written notification was provided to tenants.

4. A landlord must also file a registration amendment within 30 days of a change of the property management or authorized agent or if the landlord's or authorized agent's address changes.

E. A landlord shall amend a registration for a rental unit with the City within 30 days after a rental unit is re-rented after a vacancy.

F. Rental registration shall completely and accurately provide the following information for each rental unit as of the filing date:

1. Address of each rental unit including identifying number or letter.

2. Number of bedrooms and bathrooms.

3. Name, current address, and contact information of landlord, authorized representatives and property managers.

4. Date of the landlord's assumption of ownership.

5. Current rent.

6. Date and amount of last rent increase.

7. Move-in date of current tenant(s).

8. The number of tenants in a unit, provided however, that personal information regarding any tenant or occupant shall not be required or provided.

9. Whether the rental unit is exempt from the requirements of Chapter 26.90.

10. Additional information the Program Administrator may specify by regulation or administrative procedure.

G. All rental registration and exemption forms must include the landlord's declaration under penalty of perjury that the information provided is true and correct.

H. Commencing January 1, 2028:

1. The City may commence enforcement against any landlord who fails to register a rental unit.

2. No landlord shall advertise for rent, demand or accept rent for a rental unit, or evict any tenant from a rental unit, if an accurate rental registration or exemption for that unit has not been completed or amended as required by this Section.

3. No rental adjustment under Section 26.90.040 no rental increase under Section 26.90.050 or 26.90.060, and no petition for a rent increase under Section 26.90.080 may take effect or be filed unless the landlord has complied with the registration requirements of this Section.

4. No landlord may commence a no-fault just cause eviction under Chapter 26.50 unless the landlord has complied with the registration requirements of this Section.

26.100.020 Rental Registry Fee.

A. A rental registry fee shall be paid by a landlord for each rental unit to fund the City's cost to administer and enforce this Chapter. The rental registry fee for each rental unit subject to Chapter 26.90 shall also include an amount to fund the City's cost to implement, administer, monitor, support, and enforce the provisions of Chapter 26.90.

B. The amount of the rental registry fee shall be determined by resolution of the City Council adopted from time-to-time. Fees proceeds shall not exceed the amount the City Council determines to be necessary to administer and enforce this Chapter, plus an amount necessary to administer and enforce Chapter 26.90 for units subject to that Chapter. Revenue generated from fees shall not be used for any purpose other than costs of administration and enforcement of this Chapter, and Chapter 26.90 for units subject to that Chapter.

C. Late charges and penalties as determined from time-to-time by City Council resolution will be collected from landlords who fails to timely file a registration form or an amendment to a registration form when required by this Chapter. Any required but unpaid rental registry fees, late charges, or penalties imposed under this Section shall be deemed a debt to the City.

D. After timely payment of the rental registry fee, but not a late charge or penalty, the landlord may pass through up to 50% of the fee for a rental unit to the tenant of the applicable rental unit, to be paid by the tenant in 12 equal monthly installments. If a portion of the fee is pass-through to tenants, the amount must be separately itemized and shall not be considered part of the rent in calculating any rent Increase. Any pass-through unpaid by a tenant upon termination of a tenancy shall not assessed to the tenant. No portion of the registration fee may be passed through to tenants who reside in housing restricted by a deed, regulatory restriction contained in an agreement with a government agency, or by any other recorded document as affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or by an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.

26.100.030 Definitions.

The definitions in Section 26.90.020 of this Code apply to this Chapter. [End New Language]

Section 3.

If any Section, subsection, subdivision, paragraph, sentence, clause or phrase of this Chapter or any part hereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portions of this Chapter. The City Council declares that it would have passed each Section, subsection, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more Sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared

unconstitutional or otherwise unenforceable and, to that end, the provisions of this Ordinance are hereby declared to be severable.

Section 4.

The City Council finds that, on the basis of the whole record and by exercising its independent judgment, this Ordinance is not subject to environmental review pursuant to the State Guidelines for Implementation of the California Environmental Quality Act Sections 15060(c)(3) pertaining to activities that will not result in a direct or reasonably foreseeable indirect change to the environment and Section 15061 (b)(3) because this Ordinance has no potential for resulting in physical change to the environment directly or indirectly as it merely regulates existing physical development.