

## ARBITRATION AGREEMENT

This Arbitration Agreement (hereinafter "Agreement") is made between the parties as an additional agreement to the Rental Agreement for the Premises between the parties. Said Premises are located at

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Attached to this Agreement is Civil Code Section 1941 through 1942.1

All disputes between the parties shall be subject to binding arbitration, except as excluded in Paragraph II ("Exclusion of Certain Matters"). THE ARBITRATOR SHALL APPLY THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 ET SEQ) TO DETERMINE IF ANY SPECIFIC DISPUTE IS SUBJECT TO ARBITRATION, AND ALSO TO DETERMINE THE ENFORCEABILITY, VALIDITY, INTERPRETATION, OR APPLICATION OF THIS AGREEMENT IN DETERMINING WHETHER ANY SPECIFIC DISPUTE IS SUBJECT TO ARBITRATION.

The matters subject to arbitration include those are set forth in *Paragraph I* ("Matters Subject to Arbitration"), and / or any dispute, controversy or claim arising out of or relating in any way to Tenant's occupancy of the Premises or to any breach of the Rental Agreement between the parties concerning the Premises, or the breach, termination, enforcement, interpretation or validity of the Rental Agreement (including the determination of the scope or applicability of this Agreement) shall be exclusively resolved by binding arbitration in Los Angeles, California. The arbitration shall be administered by ADR Services, Inc. ("ADR Services") and held before a sole arbitrator. The arbitration shall be binding with no right of appeal.

The arbitration shall be conducted pursuant to the ADR Services, Inc. Arbitration Rules. A copy of those rules is available at their website:

<http://www.adrservices.com/wp-content/uploads/2016/11/ARBITRATION-RULES.pdf>.

The arbitration shall be commenced by filing a demand for arbitration with the administrator of ADR Services, Inc. and serving the demand on the responding party. Upon receipt of the demand for arbitration, ADR Services will send a "Commencement Letter" acknowledging receipt of the demand. The responding party may file a response and/or a counter-claim within fifteen (15) calendar days of receipt of the demand. If no response is filed, all allegations of the demand shall be deemed denied.

The parties shall select an arbitrator by mutual agreement through ADR Services within thirty (30) calendar days of the date the demand for arbitration was filed. If the parties are unable to agree on the selection of an arbitrator within such time, the administrator of ADR Services shall select an independent arbitrator pursuant to the procedures set forth in the ADR Services, Inc. Arbitration Rules, Paragraph 10.

The costs of arbitration, including the arbitrator's fees, shall be borne equally by the parties to the arbitration, unless otherwise ordered by the arbitrator or agreed upon by the parties. However, Tenant shall have the right to claim economic hardship to avoid payment of all or part of the administrative costs and arbitrator's fees. It is estimated that arbitration could cost an initial \$500 for costs and \$4,000 per day for arbitrator's fees. It is estimated that an arbitration could take one or more days. These costs and fees are initially split between the parties, so that a three day arbitration with 8 hour days would cost each side approximately \$6,500 total.

If Tenant initially claims economic hardship said determination shall be made by an initial arbitrator at ADR Services. This arbitrator shall not however arbitrate the actual dispute between the parties. The costs and fees of the initial arbitration to determine economic hardship shall be paid for by Housing Provider (hereinafter "HP"). If Tenant claims economic hardship Tenant shall submit to the initial arbitrator a completed California Judicial Council Form FW - 001 under penalty of perjury to show Tenant's income and expenses. To the extent that Tenant's net income is greater than \$1,000 per month (hereinafter "dispensable income"), Tenant shall be required to pay for one half of the costs and expenses of the initial arbitration and one half of the costs of the dispute arbitration, from dispensable income as that income is received from month to month. The initial arbitrator shall retain jurisdiction during the pendency of the dispute arbitration to review changes in income which Tenant might be subject to which would render Tenant unable or able to pay.

While HP shall be allowed to participate in the initial arbitration, that arbitration shall be kept confidential from the second arbitrator who will decide the actual dispute. All payments and collections of all costs and fees shall be handled by ADR Services, Inc. and not disclosed to the dispute arbitrator.

To the extent that the initial arbitrator determines that Tenant is not financially able to pay for the dispute arbitration based on the formula herein, HP shall have the right to pay the entire amount of costs and fees of the dispute arbitration to ADR, Services, Inc. and Tenant shall be required to participate in,

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and be bound by the decision of the arbitration. HP shall not be entitled to reimbursement of the costs and fees paid if the initial arbitrator makes a finding of economic hardship.

The parties to this Agreement further agree to abide by any award rendered by the arbitrator. Judgment on the award rendered by the arbitrator may otherwise be entered in any court having jurisdiction thereof.

The parties shall submit their dispute to binding arbitration pursuant to the provisions of Title 9 (commencing with Section 1280), Part 3 of the Code of Civil Procedure, and shall be decided by arbitration without the right to appeal. Arbitration shall include the initial determination whether any specific dispute between the parties is subject to arbitration (herein referred to as the "Gateway Question"). The arbitrator shall have the sole authority to determine the Gateway Question, i.e., if any specific dispute is subject to arbitration; and also the sole authority to determine the enforceability, validity, interpretation, or application of this Agreement.

Once the arbitrator has determined that a dispute is subject to arbitration, then the relevant federal, state, or local laws shall be applied to resolve the dispute in the procedure set forth herein.

This Agreement shall supersede and take precedence over the Rental Agreement, but only where there is an unavoidable conflict with it. A claim sought to be arbitrated is subject to the same limitations of time for the commencement of actions as if the claim had been asserted in a court in the State of California. The arbitrator shall have the right to impose punitive damages according to law, and is not bound by any term in Rental Agreement which waives punitive damages. Nothing herein shall prohibit the consolidation of claims of other tenants with Tenant, but only if Tenant so desires.

### Paragraph I. MATTERS SUBJECT TO THIS ARBITRATION AGREEMENT

The following listed disputes include those disputes which shall be subject to arbitration (note, the following disputes may overlap with each other and are not intended to limit the totality of disputes which are subject to arbitration):

(1) Any dispute between the parties in law or in equity arising out of: (i) the Rental Agreement between the parties; or (ii) the landlord/tenant relationship between the parties, or (iii) rights either party has against the other based on or concerning any city, state, or federal constitution, charter, law, ordinance, or regulation, arising from events occurring while Tenant is in possession of the Premises; or (iv) any tort cause of action either party has against the other, arising from events occurring while Tenant is in possession of the Premises;

(2) Any dispute between the parties arising out of TENANT's occupancy at the premises; including but not limited to any controversy relating to a condition of the premises claimed to make them un-tenantable;

(3) Any dispute whether all or any part of this Agreement is void, voidable, unconscionable, or a contract of adhesion;

(4) Any dispute concerning whether any particular dispute between the parties is subject to arbitration (i.e. "The Gateway Question");

(5) Any dispute between the parties concerning the breach, termination, enforcement, interpretation, or validity of this Agreement;

(6) Any dispute between the parties arising out of the parties' conduct, or statements made to each other, or to a third party during the time that Tenant is in possession of the Premises;

(7) Any dispute between the parties, whether characterized as tortious, negligent, grossly negligent, fraud, breach of contract, breach of statutory rights; or whether characterized as arising out of violations of City, State, or Federal constitutions, charters, laws, ordinances, or regulations, which arises during the time that Tenant is in possession of the Premises.

### Paragraph II. EXCLUSION OF CERTAIN MATTERS FROM ARBITRATION

Notwithstanding anything else contained in this Agreement, the following matters are excluded from arbitration hereunder. In addition, any dispute about whether a party's claim is excluded from arbitration based on the provisions of this paragraph ("Exclusion of Certain Matters From Arbitration") shall be decided by a trial judge sitting in a court of law, and not by an arbitrator.

1. Any dispute which is filed as a small claims matter or as a limited civil case (i.e. as set forth in Code of Civil Procedure Section 86). In such a small claims or limited civil case, neither party may require

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the other to arbitrate. Any party filing a lawsuit (or cross complaint) as a limited civil case (and avoiding arbitration thereby) shall irrevocably give up any claim to a judgment in excess of the jurisdictional limits of the Limited Civil Court in that matter filed.

2. Any right either party has to obtain provisional and / or injunctive relief from any court of law.
3. The right to petition the court to compel the other part to arbitrate;
4. The right to petition the court to appoint an arbitrator if ADR. cannot conduct the arbitration.
5. The right to petition the court to confirm an arbitration award or order;
6. The right to petition the court to have an arbitrator's order or award enforced, or to have an award entered as a judgment.

### III. WAIVER OF CIVIL CODE 1281.2(c). ARBITRATION WITH NON-SIGNING 3RD PARTIES.

In the event any party to this Agreement (as a plaintiff) sues any other party to this Agreement (as a defendant) and in addition joins in that lawsuit a non-signing 3rd party defendant, then all parties hereto agree to submit the entire lawsuit to arbitration (including any claims against the non-signing 3rd party defendant) in lieu of litigating the matter in civil court; and agree to stipulate to a court order directing the litigation to be dismissed or stayed until the arbitration is completed. Furthermore, in any lawsuit which either party brings as a plaintiff against a 3rd party non-signing defendant, if the 3rd party non-signing defendant cross-complains against any other party to this Agreement, then all parties to this Agreement agree to submit the entire lawsuit (including the cross-complaint) to arbitration and agree to stipulate to a court order directing the litigation to be dismissed or stayed until the arbitration is completed. Finally, if any non-signing plaintiff or defendant elects to oppose any signing party's motion to compel arbitration in any litigation in which multiple signers to this Agreement are either defendants, plaintiffs, cross-defendants or cross-complainants, then all parties herein agree to submit any dispute they have against each other to arbitration immediately, regardless of whether or not the non-signing 3rd party elects to proceed to arbitration; in such an event, the parties hereto agree to be bound by the arbitration decision as it affects their respective rights in the then pending litigation.

### IV. ALTERNATIVE ARBITRATORS

If ADR, Services, Inc., cannot conduct the arbitration for any reason, then the court shall appoint another recognized arbitration organization in the Los Angeles area. That organization shall conduct the arbitration under the provisions of Title 9 (commencing with Section 1280), Part 3 of the Code of Civil Procedure. That organization shall appoint one retired judge to conduct the arbitration, if the parties cannot agree upon an arbitrator.

The parties shall have the right to discovery in accordance the provisions of Title 9 (commencing with Section 1280), Part 3 of the Code of Civil Procedure.

### V. CHOICE OF LAW:

By signing below you are agreeing to have any dispute arising out of the matters included in this Agreement decided by neutral arbitration. Furthermore, except for those matters excluded from arbitration (as set forth in paragraph II above) all questions concerning whether this Agreement applies to the parties' disputes, shall be decided by the arbitrator.

Furthermore, it is agreed that the arbitrator shall decide all disputed factual, legal, and equitable issues dealing with the enforceability, validity, interpretation, or application of this arbitration Agreement and the rental agreement signed by the parties. This includes but is not limited to all disputes concerning issues such as any alleged fraud or duress used in obtaining the parties signatures on this Agreement or the Rental Agreement, or the unconscionability of this Agreement or the Rental Agreement; or whether this Agreement or the Rental Agreement is a contract of adhesion. This also includes the arbitrator's ability to review and interpret this Agreement and the Rental Agreement to decide whether any specific dispute between the parties should be arbitrated (the Gateway Question).

The arbitrator shall have exclusive jurisdiction to resolve any dispute as to whether all or any part of this Agreement is void or voidable, is unconscionable, or is a contract of adhesion

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## V. NO ATTORNEY'S FEES

There shall be no attorney's fees awarded to either party in any arbitration.

## VI. WAIVER OF COURT AND JURY TRIAL

BY SIGNING THIS AGREEMENT, YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE YOUR DISPUTE LITIGATED IN COURT AND HAVING EITHER A JUDGE OR JURY TRIAL. YOU ARE ALSO GIVING UP YOUR JUDICIAL RIGHTS TO AN APPEAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER SIGNING THIS AGREEMENT, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

## AGREEMENT

We have read and understand the foregoing Agreement in its entirety and agree to submit all disputes concerning matters covered by this Agreement to neutral binding arbitration, without the right to appeal.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
HOUSING PROVIDER

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shall comply with applicable state and local codes including, but not limited to, those provisions relating to fire and life safety and accessibility for the disabled. When in the locked position, the bolt shall extend a minimum of 13/16 of an inch in length beyond the strike edge of the door and protrude into the doorjamb.

This section shall not apply to horizontal sliding doors. Existing dead bolts of at least one-half inch in length shall satisfy the requirements of this section. Existing locks with a thumb-turn deadlock that have a strike plate attached to the doorjamb and a latch bolt that is held in a vertical position by a guard bolt, a plunger, or an auxiliary mechanism shall also satisfy the requirements of this section. These locks, however, shall be replaced with a dead bolt at least 13/16 of an inch in length the first time after July 1, 1998, that the lock requires repair or replacement.

Existing doors which cannot be equipped with dead bolt locks shall satisfy the requirements of this section if the door is equipped with a metal strap affixed horizontally across the midsection of the door with a dead bolt which extends 13/16 of an inch in length beyond the strike edge of the door and protrudes into the doorjamb. Locks and security devices other than those described herein which are inspected and approved by an appropriate state or local government agency as providing adequate security shall satisfy the requirements of this section.

(2) Install and maintain operable window security or locking devices for windows that are designed to be opened. Louvered windows, casement windows, and all windows more than 12 feet vertically or six feet horizontally from the ground, a roof, or any other platform are excluded from this subdivision.

(3) Install locking mechanisms that comply with applicable fire and safety codes on the exterior doors that provide ingress or egress to common areas with access to dwelling units in multifamily developments. This paragraph does not require the installation of a door or gate where none exists on January 1, 1998.

(b) The tenant shall be responsible for notifying the owner or his or her authorized agent when the tenant becomes aware of an inoperable dead bolt lock or window security or locking device in the dwelling unit. The landlord, or his or her authorized agent, shall not be liable for a violation of subdivision (a) unless he or she fails to correct the violation within a reasonable time after he or she either has actual notice of a deficiency or receives notice of a deficiency.

(c) On and after July 1, 1998, the rights and remedies of tenant

for a violation of this section by the landlord shall include those available pursuant to Sections 1942, 1942.4, and 1942.5, an action for breach of contract, and an action for injunctive relief pursuant to Section 526 of the Code of Civil Procedure. Additionally, in an unlawful detainer action, after a default in the payment of rent, a tenant may raise the violation of this section as an affirmative defense and shall have a right to the remedies provided by Section 1174.2 of the Code of Civil Procedure.

(d) A violation of this section shall not broaden, limit, or otherwise affect the duty of care owed by a landlord pursuant to existing law, including any duty that may exist pursuant to Section 1714. The delayed applicability of the requirements of subdivision (a) shall not affect a landlord's duty to maintain the premises in safe condition.

(e) Nothing in this section shall be construed to affect any authority of any public entity that may otherwise exist to impose any additional security requirements upon a landlord.

(f) This section shall not apply to any building which has been designated as historically significant by an appropriate local, state, or federal governmental jurisdiction.

(g) Subdivisions (a) and (b) shall not apply to any building intended for human habitation which is managed, directly or indirectly, and controlled by the Department of Transportation. This exemption shall not be construed to affect the duty of the Department of Transportation to maintain the premises of these buildings in a safe condition or abrogate any express or implied statement or promise of the Department of Transportation to provide secure premises. Additionally, this exemption shall not apply to residential dwellings acquired prior to July 1, 1997, by the Department of Transportation to complete construction of state highway routes 710 and 238 and related interchanges.

**1941.4.** The lessor of a building intended for the residential occupation of human beings shall be responsible for installing at least one usable telephone jack and for placing and maintaining the inside telephone wiring in good working order, shall ensure that the inside telephone wiring meets the applicable standards of the most recent California Electrical Code, and shall make any required repairs. The lessor shall not restrict or interfere with access by the telephone utility to its telephone network facilities up to the demarcation point separating the inside wiring.

"Inside telephone wiring" for purposes of this section, means that

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[1941.] Section Nineteen Hundred and Forty-one. The lessor of a building intended for the occupation of human beings must, in the absence of an agreement to the contrary, put it into a condition fit for such occupation, and repair all subsequent dilapidations thereof, which render it untenable, except such as are mentioned in section nineteen hundred and twenty-nine.

**1941.1. (a)** A dwelling shall be deemed untenable for purposes of Section 1941 if it substantially lacks any of the following affirmative standard characteristics or is a residential unit described in Section 17920.3 or 17920.10 of the Health and Safety Code:

- (1) Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.
- (2) Plumbing or gas facilities that conformed to applicable law in effect at the time of installation, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of the tenant, capable of producing hot and cold running water, or a system that is under the control of the landlord, that produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.
- (4) Heating facilities that conformed with applicable law at the time of installation, maintained in good working order.
- (5) Electrical lighting, with wiring and electrical equipment that conformed with applicable law at the time of installation, maintained in good working order.
- (6) Building, grounds, and appurtenances at the time of the commencement of the lease or rental agreement, and all areas under control of the landlord, kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.
- (7) An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter and being responsible for the clean condition and good repair of the receptacles under his or her control.
- (8) Floors, stairways, and railings maintained in good repair.
- (9) A locking mail receptacle for each residential unit in a residential hotel, as required by Section 17958.3 of the Health and

Safety Code. This subdivision shall become operative on July 1, 2008.

(b) Nothing in this section shall be interpreted to prohibit a tenant or owner of rental properties from qualifying for a utility energy savings assistance program, or any other program assistance, for heating or hot water system repairs or replacement, or a combination of heating and hot water system repairs or replacements, that would achieve energy savings.

**1941.2. (a)** No duty on the part of the landlord to repair a dilapidation shall arise under Section 1941 or 1942 if the tenant is in substantial violation of any of the following affirmative obligations, provided the tenant's violation contributes substantially to the existence of the dilapidation or interferes substantially with the landlord's obligation under Section 1941 to effect the necessary repairs:

- (1) To keep that part of the premises which he occupies and uses clean and sanitary as the condition of the premises permits.
  - (2) To dispose from his dwelling unit of all rubbish, garbage and other waste, in a clean and sanitary manner.
  - (3) To properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits.
  - (4) Not to permit any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto, nor himself do any such thing.
  - (5) To occupy the premises as his abode, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such occupancies.
- (b) Paragraphs (1) and (2) of subdivision (a) shall not apply if the landlord has expressly agreed in writing to perform the act or acts mentioned therein.

**1941.3. (a)** On and after July 1, 1998, the landlord, or his or her agent, of a building intended for human habitation shall do all of the following:

- (1) Install and maintain an operable dead bolt lock on each main swinging entry door of a dwelling unit. The dead bolt lock shall be installed in conformance with the manufacturer's specifications and

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portion of the telephone wire that connects the telephone equipment at the customer's premises to the telephone network at a demarcation point determined by the telephone corporation in accordance with orders of the Public Utilities Commission.

**1941.5.** (a) This section shall apply if a person who is restrained from contact with the protected tenant under a court order or is named in a police report is not a tenant of the same dwelling unit as the protected tenant.

(b) A landlord shall change the locks of a protected tenant's dwelling unit upon written request of the protected tenant not later than 24 hours after the protected tenant gives the landlord a copy of a court order or police report, and shall give the protected tenant a key to the new locks.

(c) (1) If a landlord fails to change the locks within 24 hours, the protected tenant may change the locks without the landlord's permission, notwithstanding any provision in the lease to the contrary.

(2) If the protected tenant changes the locks pursuant to this subdivision, the protected tenant shall do all of the following:

(A) Change the locks in a workmanlike manner with locks of similar or better quality than the original lock.

(B) Notify the landlord within 24 hours that the locks have been changed.

(C) Provide the landlord with a key by any reasonable method agreed upon by the landlord and protected tenant.

(3) This subdivision shall apply to leases executed on or after the date the act that added this section takes effect.

(d) For the purposes of this section, the following definitions shall apply:

(1) "Court order" means a court order lawfully issued within the last 180 days pursuant to Section 527.6 of the Code of Civil Procedure, Part 3 (commencing with Section 6240), Part 4 (commencing with Section 6300), or Part 5 (commencing with Section 6400) of Division 10 of the Family Code, Section 136.2 of the Penal Code, or Section 213.5 of the Welfare and Institutions Code.

(2) "Locks" means any exterior lock that provides access to the dwelling.

(3) "Police report" means a written report, written within the last 180 days, by a peace officer employed by a state or local law enforcement agency acting in his or her official capacity, stating that the protected tenant or a household member has filed a report

alleging that the protected tenant or the household member is a victim of domestic violence, sexual assault, or stalking.

(4) "Protected tenant" means a tenant who has obtained a court order or has a copy of a police report.

(5) "Tenant" means tenant, subtenant, lessee, or sublessee.

**1941.6.** (a) This section shall apply if a person who is restrained from contact with a protected tenant under a court order is a tenant of the same dwelling unit as the protected tenant.

(b) A landlord shall change the locks of a protected tenant's dwelling unit upon written request of the protected tenant not later than 24 hours after the protected tenant gives the landlord a copy of a court order that excludes from the dwelling unit the restrained person referred to in subdivision (a). The landlord shall give the protected tenant a key to the new locks.

(c) (1) If a landlord fails to change the locks within 24 hours, the protected tenant may change the locks without the landlord's permission, notwithstanding any provision in the lease to the contrary.

(2) If the protected tenant changes the locks pursuant to this subdivision, the protected tenant shall do all of the following:

(A) Change the locks in a workmanlike manner with locks of similar or better quality than the original lock.

(B) Notify the landlord within 24 hours that the locks have been changed.

(C) Provide the landlord with a key by any reasonable method agreed upon by the landlord and protected tenant.

(3) This subdivision shall apply to leases executed on or after the date the act that added this section takes effect.

(d) Notwithstanding Section 789.3, if the locks are changed pursuant to this section, the landlord is not liable to a person excluded from the dwelling unit pursuant to this section.

(e) A person who has been excluded from a dwelling unit under this section remains liable under the lease with all other tenants of the dwelling unit for rent as provided in the lease.

(f) For the purposes of this section, the following definitions shall apply:

(1) "Court order" means a court order lawfully issued within the last 180 days pursuant to Section 527.6 of the Code of Civil Procedure, Part 3 (commencing with Section 6240), Part 4 (commencing with Section 6300), or Part 5 (commencing with Section 6400) of Division 10 of the Family Code, Section 136.2 of the Penal Code, or

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Section 213.5 of the Welfare and Institutions Code.

(2) "Locks" means any exterior lock that provides access to the dwelling.

(3) "Protected tenant" means a tenant who has obtained a court order.

(4) "Tenant" means tenant, subtenant, lessee, or sublessee.

**1942.** (a) If within a reasonable time after written or oral notice to the landlord or his agent, as defined in subdivision (a) of Section 1962, of dilapidations rendering the premises untenable which the landlord ought to repair, the landlord neglects to do so, the tenant may repair the same himself where the cost of such repairs does not require an expenditure more than one month's rent of the premises and deduct the expenses of such repairs from the rent when due, or the tenant may vacate the premises, in which case the tenant shall be discharged from further payment of rent, or performance of other conditions as of the date of vacating the premises. This remedy shall not be available to the tenant more than twice in any 12-month period.

(b) For the purposes of this section, if a tenant acts to repair and deduct after the 30th day following notice, he is presumed to have acted after a reasonable time. The presumption established by this subdivision is a rebuttable presumption affecting the burden of producing evidence and shall not be construed to prevent a tenant from repairing and deducting after a shorter notice if all the circumstances require shorter notice.

(c) The tenant's remedy under subdivision (a) shall not be available if the condition was caused by the violation of Section 1929 or 1941.2.

(d) The remedy provided by this section is in addition to any other remedy provided by this chapter, the rental agreement, or other applicable statutory or common law.

**1942.1.** Any agreement by a lessee of a dwelling waiving or modifying his rights under Section 1941 or 1942 shall be void as contrary to public policy with respect to any condition which renders the premises untenable, except that the lessor and the lessee may agree that the lessee shall undertake to improve, repair or maintain all or stipulated portions of the dwelling as part of the consideration for rental.

The lessor and lessee may, if an agreement is in writing, set forth the provisions of Sections 1941 to 1942.1, inclusive, and

provide that any controversy relating to a condition of the premises claimed to make them untenable may by application of either party be submitted to arbitration, pursuant to the provisions of Title 9 (commencing with Section 1280), Part 3 of the Code of Civil Procedure, and that the costs of such arbitration shall be apportioned by the arbitrator between the parties.