

Communication from Public

Name: Emma

Date Submitted: 04/21/2020 07:11 PM

Council File No: 20-0409

Comments for Public Posting: Every effort must be made to protect renters' rights during the climate created by the COVID-19 pandemic. Reclassifying outstanding rent as consumer debt and protecting tenants from eviction over unpaid rent would be a vital step.

Communication from Public

Name: Felisa Meier
Date Submitted: 04/21/2020 07:30 PM
Council File No: 20-0409
Comments for Public Posting: Unpaid rent must immediately become consumer debt so arrangements can be made to benefit landlords and tenants. Lives depend on this!

Communication from Public

Name: Carole Keligian
Date Submitted: 04/21/2020 08:23 PM
Council File No: 20-0409

Comments for Public Posting: If this is such a great idea, how about converting mortgage obligations to a civil debt that has to be pursued in court? Banks wouldn't be allowed to foreclose anymore, which means a lot fewer people would be able to get mortgages. What about property taxes that aren't paid? Is the city going to give up their right to foreclose on properties when the taxes aren't paid? Of course not, because you wouldn't get either the property taxes or the property and you would be tied up in expensive litigation with not much chance of getting your money. So why do you think it's okay to do this to property owners? How do you justify taking away private property without giving owners recourse to recover that property when it isn't paid for? Eviction is the only way we can get our property back if someone doesn't pay the rent. Often that's all we get back, because we rarely recover lost rent in evictions. So we should be able to recover our property when it's not paid for. Somehow, you have decided that renters are more entitled to our property than we are. You already have taken away our rights for the next year or longer. This motion is a blatant attempt to make sure owners can never recover their property when someone decides not to pay. And think about this: how fair is it to tenants who do pay their rent to live in properties that aren't maintained as well as they could be because other tenants can stay and live rent free?

Communication from Public

Name: Kaycee

Date Submitted: 04/21/2020 11:26 PM

Council File No: 20-0409

Comments for Public Posting: Please instruct the City Attorney to draft an ordinance to reclassify unpaid rent incurred during the COVID-19 emergency as consumer debt so that landlords will not be able to evict tenants over rent debt. Instead of evicting tenants over unpaid rent, landlords would be encouraged to work out rental repayment agreements. This is absolutely necessary as half of Angelenos are out of work and struggling to pay their bills with little to no income. It's only fair to disallow landlords from penalizing and i housing renters for a pandemic that's completely out of their control.

Communication from Public

Name: Adam Gill

Date Submitted: 04/21/2020 11:32 PM

Council File No: 20-0409

Comments for Public Posting: I am an inhabitant of Los Angeles and I support the motion to classify unpaid rent as consumer debt. There is still great uncertainty over what the city and economy will look like after the pandemic. There is no guarantee of work for tenants who have lost employment. There is no reason anyone should face the threat of eviction based on the incapacity to pay back debt after a time of unprecedented crisis. If no preemptive protection is offered to the residents of Los Angeles from such a threat, there is no doubt that public and economic devastation will be extended.

Communication from Public

Name: Doug Smith

Date Submitted: 04/21/2020 11:01 PM

Council File No: 20-0409

Comments for Public Posting: Dear Councilmembers, On behalf of Public Counsel, Inner City Law Center, HEART LA, the Public Interest Law Project, and Eviction Defense Network, please see the attached letter with legal analysis concerning three motions on the agenda for tomorrow's meeting: (1) a full eviction moratorium (agenda item 39, CF 20-0404); (2) unpaid rent (agenda item 38 CF 20-0409); and (3) a rent freeze (agenda item 37 CF 20-0407). We urge you to adopt these motions and advance these policies to help millions of Angelenos endure this unimaginable public health emergency with stable housing. Thank you for your careful attention to these issues and all your work to keep LA as safe as possible during this crisis. Sincerely, Doug Smith Public Counsel

April 21, 2020

Honorable Members of the City Council
Los Angeles City Hall
200 N. Spring Street
Los Angeles, CA 90012

Re: Legal Analysis of Proposed Renter Protections in Council Files 20-0404, 20-0409, 20-0407

Dear Honorable Council Members:

The undersigned public interest and civil rights law firms write in support of several motions that will be considered by the Los Angeles City Council on April 22, 2020, including agenda item number 37 (CF 20-0407) relative to a rent freeze; agenda item number 38 (CF 20-0409) relative to clarifying that unpaid rent is not subject to the unlawful detainer process; and agenda item number 39 (CF 20-0404) relative to prohibiting the termination of a tenancy during the State of Emergency.

This current public health crisis is the worst we have seen in a century. More than 40,000 people have died across the country, including over 600 in Los Angeles County, and the toll will continue to rise in the coming weeks.¹ Due to the strict but necessary Safe at Home orders, businesses have shut down or drastically scaled back across the city, causing massive worker layoffs. According to recent estimates, less than half of Los Angeles County residents are still employed.² The impact of these layoffs is that millions of Angelenos are wondering how they are going to afford rent and put food on the table. And the crisis is disproportionately affecting Black and Brown communities, reflecting entrenched structural and economic inequalities.³

As public interest law firms serving the most vulnerable residents in Los Angeles County, we are seeing firsthand these devastating impacts of COVID-19. As housing lawyers, we are working around the clock to provide direct services and advocacy support in the midst of this terrible confluence of a catastrophic public health disaster and a worsening crisis of housing instability and homelessness. The simple fact is that Angelenos are only safer at home if they can stay in their homes. While the Mayor and City Council adopted important protections over the last several weeks, the current policies still have substantial gaps that need to be addressed. Our organizations continue to be inundated with calls from tenants who are receiving eviction notices, being locked out of their homes, being intimidated or harassed, being asked to sign forms and produce documents with personal information, or are generally confused about their rights under the existing patchwork of new laws. Tens of thousands more, who are unable to access legal services, are enduring the same conditions.

This crisis demands bold actions from our leaders. In reference to the sweeping emergency rules adopted by the Judicial Council on April 6th, Chief Justice Tani Cantil-Sakauye wrote: “We are at this point truly with no guidance in history, law, or precedent. And to say that there is no playbook is a gross

¹ “Novel Coronavirus in Los Angeles County,” County of Los Angeles Public Health, last updated April 20, 2020, <http://publichealth.lacounty.gov/media/Coronavirus/locations.htm>.

² “Less than half of L.A. County residents still have jobs amid coronavirus crisis,” Jaelyn Cosgrove, Los Angeles Times April, 17, 2020, <https://www.latimes.com/california/story/2020-04-17/usc-coronavirus-survey>.

³ “‘A crisis within a crisis’: Black Americans face higher rates of coronavirus deaths,” Jenny Jarvie and Molly Hennessy-Fiske, Los Angeles Times, April 7, 2020, <https://www.latimes.com/world-nation/story/2020-04-07/a-crisis-within-a-crisis-black-americans-face-higher-rates-of-coronavirus-deaths>.

understatement of the situation.”⁴ As the Judicial Council did in exercising its powers over the courts, so too the City of Los Angeles must exercise its police powers to the fullest extent and take the courageous steps necessary to keep people housed during the crisis.

I. The City Council should approve item 39 (CF 20-0404) because a complete eviction moratorium is lawful and necessary in this moment.

A. The City’s current eviction ordinance does not prevent all evictions, leaving thousands of Angelenos now at risk of displacement and homelessness.

We applaud the Mayor and City Council for taking action to enact Ordinance 186585 to protect tenants against certain types of eviction during this emergency. But more is needed. The City’s current eviction ordinance does not do enough to discourage the initiation of the eviction process, which sows doubt and confusion leading to renters being harassed and intimidated into leaving their homes. The ordinance also fails to provide any protections against certain types of evictions.

In Los Angeles, tenants are very often displaced from their homes even before an unlawful detainer action is filed. Waiting for eviction proceedings to begin can severely compromise a tenant’s ability to rent another home. Furthermore, many tenants are unaware of their rights, and have little access to legal aid services, especially in the middle of a pandemic. This is why many of the undersigned organizations have vigorously supported a Right to Counsel. Right now, we are far from guaranteeing every tenant access to legal counsel, and if we wait until a court proceeding is initiated, countless tenants will be displaced. By imposing onerous requirements that tenants must prove that nonpayment of rent is due to COVID-19 -- a burden that disproportionately harms immigrant, gig-economy, and informal sector workers – the City has established a confusing and overly technical framework. Unsurprisingly, in the days after this requirement was adopted, our organizations fielded numerous calls and the media reported on widespread examples of tenants being directed to sign documents and provide personal information that is not legally required in order to avoid eviction. Our clients are still receiving eviction notices after the City’s ordinance was adopted, as some landlords are already setting the stage for eviction proceedings as soon as the courts open back up. Other clients are enduring illegal lockouts and other intimidation tactics. If the City Council fails to strengthen the current incomplete framework, renters will only face more confusion, harassment, and intimidation in the midst of an already unimaginable public health threat, which will only increase the risk of displacement and homelessness during and after the emergency.

In addition to the displacement risks stemming from the confusing and incomplete non-payment standards, there are still many grounds for eviction that are simply not covered by the current ordinance. For example, a low-income and undocumented immigrant street vendor may not be able to provide the formal documentation necessary to show a loss of income directly related to the pandemic, even though the City has requested increased enforcement to shut down their business and they are unable to access federal relief programs. Should this person be evicted right now? A worker who is fortunate enough to still be employed may install desk and shelving for a work-from-home station that violates a lease term concerning unapproved decorating or construction. Should this person be evicted right now?

The current eviction ordinance was an important first step, but it is time to eliminate the confusion and close the gaps. Los Angeles renters need the simple yet comprehensive prohibition on evictions proposed under CF 20-0404.

⁴ California Courts, Judicial Council News Release: *Judicial Council Adopts New Rules to Lower Jail Population, Suspend Evictions and Foreclosures*. April 6, 2020, <https://newsroom.courts.ca.gov/news/judicial-council-adopts-new-rules-to-lower-jail-population-suspend-evictions-and-foreclosures>.

B. The City has the authority under its police power to enact a broad eviction moratorium.

The City has the power to take greater action to protect tenants under both its police powers and emergency powers. The California Constitution sets forth the City’s broad police powers by stating “[a] county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws.”⁵ Legislative enactments analyzed for validity under the police power must be reasonably related to a “legitimate governmental purpose, and [courts must avoid] confus[ing] reasonableness in this context with wisdom.”⁶ Ordinances enacted pursuant to the police powers must be upheld unless there is a “complete absence of even a debatable rational basis” that the ordinance serves as “a reasonable means of counteracting harms and dangers to the public health and welfare emanating from a housing shortage.”⁷

While some might suggest that the power to regulate eviction is reserved to the state eviction statutes, all cities and counties, pursuant to their police power, have the authority to create “substantive limitations on otherwise available grounds for eviction,” provided such limitations are not procedural in nature and “do not alter the Evidence Code burdens of proof.”⁸ Substantive regulation on the grounds for eviction include limiting the causes of action available to landlords to use as grounds for evicting tenants and have been consistently upheld over the past several decades.⁹ Courts have distinguished permissible substantive limitations from impermissible procedural limitations outside the context of a public health emergency. The Motion under File No. 20-0404 directs the City Attorney to prepare an ordinance that would affect substantive limitations on the grounds of eviction, as authorized by the police power, and procedural limitations on eviction, such as prohibiting the issuance of notices and filing of unlawful detainer actions that the City’s emergency powers authorize in these dire circumstances.¹⁰ The Mayor has already invoked his emergency authority to temporarily suspend no-fault evictions if occupants were “ill, in isolation, or under quarantine,” and Ellis Act evictions of occupied rental units. The Mayor’s Public Order included a ban on the issuance of eviction notices and the filing of unlawful detainers on the these grounds.¹¹

⁵ Cal. Const. at XI, section 7.

⁶ *Birkenfeld v. City of Berkeley* (1976) 17 Cal.3d 129, 159.

⁷ *Id.* at 161.

⁸ *Rental Housing Assn. of Northern Alameda County v. City of Oakland* (2009) 171 Cal. App. 4th 741, 755, 763, citing *Birkenfeld v. City of Berkeley* (1976) 17 Cal.3d 129, 147-149. In *Birkenfeld*, the court held that the City of Berkeley’s ordinance requiring landlords to obtain a certificate of eviction before filing an unlawful detainer was an impermissible procedural barrier, calling the process full of “elaborate prerequisites.” *Id.* at 161. The court held that state law governing unlawful detainer procedures “fully occupy the field of landlord’s possessory remedies,” and therefore preempted the City’s requirement for a certificate of eviction.

⁹ In *Roble Vista Associates v. Bacon*, the court upheld a city ordinance that (1) required landlords to offer tenants one-year leases at a fixed rental rate during the lease term and (2) provided an affirmative defense to tenants in unlawful detainer actions if their landlords failed to do so. (2002) 97 Cal.App.4th 335, 337-38, 342. Similarly, in *Rental Housing Assn. of Northern Alameda County v. City of Oakland*, the court upheld certain portions of a local ordinance that required landlords seeking to recover their units to “act in good faith” and imposed other substantive requirements to substantiate certain causes of action for an unlawful detainer action. (2009) 171 Cal.App.4th 741, 754. These provisions of the ordinance were not preempted by the state unlawful detainer statutes. *Id.* at 759, 764-765.

¹⁰ Cal. Gov. Code § 8634.

¹¹ See “Mayor Garcetti orders new restrictions on evictions, announces indefinite moratorium on water and power shutoffs in fight against COVID-19,” City of Los Angeles, March 23, 2020, <https://www.lamayor.org/mayor-garcetti-orders-new-restrictions-evictions-announces-indefinite-moratorium-water-and-power>.

Furthermore, courts have upheld ordinances that have incidental procedural impacts. In *San Francisco Apartment Assn. v. City and County of San Francisco*, the court held that unlawful detainer statutes did not preempt a local ordinance that imposed a delay on evicting families and educators on no-fault grounds.¹² The court found that the ordinance imposed a “procedural impact, limiting the timing of certain evictions.”¹³ The procedural impact was “necessary to ‘regulate the substantive grounds’” of no-fault evictions in order to protect children from displacement during the school year.¹⁴ Furthermore, the ordinance was not a procedural limitation on the grounds for eviction because it “[did] not require landlords to provide written notice or to do any other affirmative act.”¹⁵ The court concluded that the ordinance created a “permissible ‘limitation upon the landlord’s property rights under the police power,’ rather than an impermissible infringement on the landlord’s unlawful detainer remedy” under state law.¹⁶ Here, a temporary eviction moratorium removing substantive bases for eviction clearly fits within the category of substantive regulation reserved for the local jurisdiction to regulate.

The City has a significant governmental interest in ensuring housing security and stability and preventing widespread homelessness that will result from evictions that are processed once the emergency orders are lifted, which will create a secondary public health emergency in a city that already has the worst unsheltered crisis and affordable housing crisis in the country. The temporary eviction moratorium proposed under CF 20-0404 is unquestionably related to, and indeed necessary to achieve this important purpose. Such action, taken during the course of a historic pandemic, is unquestionably a reasonable exercise of the City’s police powers, which the courts will grant great deference to. Additionally, as set forth below, the actions are neither preempted nor unconstitutional.

C. The City is authorized to enact an eviction moratorium by the California Emergency Services Act.

During a declared state of emergency, the California Emergency Services Act (CESA) authorizes the City Council to “promulgate orders and regulations necessary to provide for the protection of life and property”¹⁷ which here includes remaining in existing homes pursuant to shelter in place orders by state and local entities. On March 19, Governor Newsom issued Executive Order N-33-20, which authorized and concurrently included an order from the State Public Health Officer, requiring “all individuals living in the State of California to stay home or at their place of residence except as needed to maintain continuity of operations.” The Governor’s subsequent Executive Order N-37-20 directly links the need to minimize evictions in order to comply with the stay at home directive in the March 19 Order.¹⁸

On March 4, the Mayor declared a local state of emergency in the City, which has been approved by the City Council.¹⁹ As such, the CESA authorizes the City Council to take action to enact orders necessary to provide for the protection of life and property, which will unquestionably be furthered by an eviction moratorium. The CESA requires that the governing body, in this case the City Council, to review the ongoing need to continue the local emergency at least once every 60 days until it terminates

¹² (2018) 20 Cal.App.5th 510, 513.

¹³ *Id.* at 510, 518.

¹⁴ *Id.* at 518.

¹⁵ *Id.*

¹⁶ *Id.* at 518-19, citing *Birkenfeld*, 17 Cal. 3d at 149.

¹⁷ Cal. Gov. Code § 8634.

¹⁸ Cal Exec. Order No. N-37-20 (March 27, 2020), available at: <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.27.20-EO-N-37-20.pdf>.

¹⁹ City of Los Angeles, Office of the Mayor. Declaration of Local Emergency, March 4, 2020. Accessible at: http://clkrep.lacity.org/onlinedocs/2020/20-0291_reso_03-04-2020.pdf.

the emergency.²⁰ The City Council should exercise its authority to take local measures authorized by state law to effectuate the stay at home orders to ensure public safety.

D. A broad eviction moratorium is supported by the Governor’s Executive Orders suspending any state law that could preempt the local effort, and is not otherwise preempted by existing state law.

Although a city’s police power is broad, it cannot conflict with the general laws of the State of California. A conflict exists between a local ordinance and state law if the ordinance “duplicates, contradicts, or enters an area fully occupied by general law, either expressly or by legislative implication.”²¹ However, when a city or county “...regulates in an area over which it traditionally has exercised control ... California courts will presume, absent a clear indication of preemptive intent from the Legislature, that such regulation is *not* preempted by state statute.”²²

In enacting Executive Order N-28-20 on March 16, 2020, the Governor explicitly suspended “[a]ny provision of state law that would preempt or otherwise restrict a local government’s exercise of its police power to impose substantive limitations on residential or commercial evictions.”²³ This Executive Order provides explicit authority to enact a broad eviction moratorium. Moreover, the Governor’s Business, Consumer Services and Housing Agency published guidance for city and county governments that explicitly says: “Nor does the Executive Order prohibit a city or county from imposing an absolute limitation on all evictions.”²⁴

Consistent with this Order, the City has already adopted an ordinance *that goes beyond the provisions of the Governor’s order*. Several other cities across California have likewise adopted local ordinances that go further than the Governor’s order, including Oakland, which has adopted a complete eviction moratorium. Even the California Apartment Association does not dispute the ability of a local city to adopt an ordinance that goes further than the Governor’s order, plainly stating, “The Governor’s Order does not preempt local eviction moratoria.”²⁵

Beyond the clear legislative intent, there is also no conflict preemption. Under a conflict preemption analysis, the question is whether it is possible for a person to follow both laws at the same time. The Governor’s order is limited to non-payment of rent related to COVID-19. So expanding LA’s ordinance would involve covering other non-payment grounds for eviction and nonpayment eviction that is not proven to be related to COVID-19. Since the Order doesn’t expressly regulate these, and there is intent not to preempt the field, then these would be additional protections at the local level but landlords and tenants could still follow both the Governor’s order and the new Los Angeles provisions, so there is no conflict preemption.

While the Governor’s first Executive Order explicitly removes preemption concerns for the limited types of evictions in the Order, the City may still use its full police powers to go farther than the

²⁰ Cal. Gov. Code § 8630(c).

²¹ See *Viacom Outdoor Inc. v. City of Arcata* (2006) 140 Cal.App.4th 230, 236.

²² See *San Francisco Apartment Assn. v. City and County of San Francisco* (2018) 20 Cal.App.5th 510, 515..

²³ Cal. Exec. Order No. N-28-20 (Mar. 16, 2020), available at:

<https://www.gov.ca.gov/wpcontent/uploads/2020/03/3.16.20-Executive-Order.pdf>.

²⁴ *State of California, Business Consumer Services and Housing Agency. Guidance and Frequently Asked Questions on Residential and Commercial Eviction Limitations and Moratoriums During the COVID-19 Pandemic*, pg. 6, published April 7, 2020.

²⁵ California Apartment Association Industry Insights, “Frequently Asked Questions: Governor Newsom’s Executive Orders on Evictions During the COVID-19 Pandemic,” California Apartment Association, revised April 2020, available at <https://caanet.org/kb/download/58804.kbd>.

EO for other types of evictions. Put another way, the silence on other types of evictions does not implicitly mean the City is preempted from regulating them. The City is only preempted if there were to be conflict with state law. The City can both comply with the Executive Order and go farther than the executive Order so long as there isn't a conflict. Because state law grants local jurisdictions the authority to regulate the substantive grounds for eviction,²⁶ no such conflict exists.

E. A broad eviction moratorium is not unconstitutional under the Takings Clause.

The proposed temporary eviction moratorium would not rise to the level of a “taking” under longstanding case law. Both the United States Constitution and the California Constitution prohibit the taking of private property for public use without just compensation.²⁷ The Takings Clause of the California Constitution is generally interpreted congruently with the Takings Clause of the Fifth Amendment.²⁸

The government’s regulation of private property will constitute a taking of such property only if it is “so onerous that its effect is tantamount to a direct appropriation or ouster.”²⁹ Such “regulatory takings” will constitute “per se” takings requiring compensation only if they either (i) result in a permanent physical invasion of property or (ii) deprive a property owner of all economically beneficial or productive use of the property in question.³⁰ Otherwise, government regulation that does not result in a “per se” taking *may* still constitute a taking, but only if it is found to be “functionally equivalent” to a direct appropriation or ouster under the “essentially ad hoc” fact-specific inquiry described in the *Penn Central* case.³¹

Because the proposed measure would neither result in a permanent physical invasion of property nor in a complete deprivation of economic use of the property in question, it should be analyzed under the *Penn Central* standard. The *Penn Central* inquiry focuses on two primary factors: (i) the economic impact of the regulation on the property’s owner and (ii) the investment-backed expectations of the owner. This inquiry also takes into account the character of the government action – a taking is more likely to be found when the regulation can be characterized as a “physical invasion by government” as opposed to “a public program adjusting the benefits and burdens of economic life to promote the common good.”³² In analyzing whether a taking has occurred, the court does not analyze whether the owner’s rights in one particular segment of the property have been abrogated, but rather focuses on “the nature and extent of the interference with rights in the parcel as a whole.”³³

The threshold for a taking under the *Penn Central* analysis is high. In applying the *Penn Central* factors, the Ninth Circuit Court of Appeals has observed that “diminution in property value because of governmental regulation ranging from 75% to 92.5% does not constitute a taking” and that it is not aware

²⁶ See *Fisher v. City of Berkeley* (1984) 37 Cal. 3d 644, 707 (holding that a city may regulate the substantive grounds of eviction, even to the point of “effectively eliminat[ing]” a ground for eviction in state law.) See also *Birkenfeld v. City of Berkeley* (1976) 17 Cal. 3d 129, 148-149.

²⁷ U.S. Const., amend. 5, 14; Cal. Const., art. I, § 19(a).

²⁸ *San Remo Hotel v. City and County of San Francisco* (2002) 27 Cal.4th 643, 664.

²⁹ *Lingle v. Chevron U.S.A. Inc.*, 544 U.S. 528, 537 (2005).

³⁰ *Lucas v. S.C. Coastal Council* 505 U.S. 1003, 1015-17 (1992). A third category, not applicable here, involves a land-use exaction, where the government conditions the issuance of a development permit on a landowner’s dedication of an easement on the property allowing for public use. *Lingle* at 546-548; See also *Nollan v. California Coastal Comm’n*, 483 U.S. 825 (1987) and *Dolan v. City of Tigard*, 512 U.S. 374 (1994).

³¹ *Penn Cent. Transp. Co. v. New York City*, 438 U.S. 104, 124 (1978); *Lingle* at 538; *Kavanau v. Santa Monica Rent Control Bd.*, 16 Cal.4th 761, 774 (1997).

³² *Penn Central* at 124; *Lingle* at 538-39 (2005).

³³ *Tahoe-Sierra Pres. Council v. Tahoe Reg’l Planning Agency*, 535 U.S. 302, 327 (2002).

of any case in which a court has found a taking where diminution in value of the property in question was less than 50%.³⁴ Moreover, a loss of profits due to a restriction on the use of the property – unaccompanied by a physical property restriction -- is generally viewed as a weak basis for a takings claim.³⁵ As the Supreme Court noted in *Andrus v. Allard*, “[G]overnment regulation -- by definition -- involves the adjustment of rights for the public good” and that although such adjustments often limit in some way the economic exploitation of private property “[t]o require compensation in all such circumstances would effectively compel the government to regulate by purchase.”³⁶

A full eviction moratorium would not constitute a taking under a *Penn Central* analysis because of its limited impact on the overall values of the affected properties, its time-limited nature, and its similarity to existing measures. The eviction moratorium would simply extend the existing City of Los Angeles renter protection ordinance banning the eviction of tenants for COVID-19-related nonpayment of rent to include all tenants for the duration of the declared emergency plus 30 days. This temporary eviction moratorium should not have any long-term economic impact on the value of rental properties and would not defeat the investment-backed expectations of landlords, who are already subject to numerous limitations on the right to evict. Moreover, the character of the government action is precisely that of the “public program adjusting the burdens of economic life to promote the common good” that *Penn Central* explicitly states is unlikely to support the finding of a taking.

F. A temporary eviction moratorium is not unconstitutional under the Contracts Clause.

A temporary moratorium is also not an unconstitutional interference with existing contracts. The Contracts Clause of the Constitution prohibits only “a substantial impairment of a contractual relationship.”³⁷ Even a substantial impairment may be upheld if the state has a “significant and legitimate public purpose behind the regulation.”³⁸ Courts also assess whether the adjustment of the parties’ rights is reasonable and “appropriate to the public purpose” of the regulation but generally defer to state legislatures in making those determinations.³⁹ Since the end of the *Lochner* era, the Contract Clause has not been “read as a serious impediment to state social and economic legislation affecting private contracts.”⁴⁰

In determining whether a regulation constitutes a substantial impairment, “whether the industry the complaining party has entered has been regulated in the past” is an important consideration in determining whether a law operates as a substantial impairment of a contractual relationship. Because “the landlord-tenant relationship is, if nothing else, heavily regulated,” new laws regulating that relationship are subject to less scrutiny.⁴¹ Landlords have come to expect that the state legislature and local governments will enact laws that will affect their contractual relationship with tenants. In this case, in response to the COVID-19 pandemic, many policies have been adopted – between the Mayor’s Executive Orders, the City’s adopted existing tenant protection ordinances, the multiple executive orders

³⁴ *Colony Cove Props., LLC v. City of Carson*, 888 F.3d 445, 451 (9th Cir. 2018).

³⁵ *Andrus v. Allard*, 444 U.S. 51, 66 (1979).

³⁶ *Andrus* at 65.

³⁷ *Energy Reserves Group, Inc. v. Kansas Power and Light Co.*, 459 U.S. 400, 411 (1983).

³⁸ *Id.*; *United States Trust Co. v. New Jersey*, 431 U.S. 1 (1977) (holding that the elimination of unforeseen windfall profits is a legitimate state interest).

³⁹ *Id.* at 412.

⁴⁰ *Troy Ltd. v. Renna*, 727 F.2d 287, 295 (3d Cir. 1984) (citing *Home Bldg. & Loan Ass’n v. Blaisdell*, 290 U.S. 398 (1934) (holding two-year state moratorium on foreclosure of mortgages did not violate Contract Clause)).

⁴¹ *Id.* at 297-98 (holding law that “simply enlarge[d] the terms of a statutory tenancy” was not substantial impairment of contractual relationship).

from the Governor, and Judicial Council Order – that have significantly changed the terms of the contractual relationship landlords have with their tenants.

Additionally, emergency conditions giving rise to state regulation and the temporary nature of the proposed regulation cautions against finding a substantial impairment. In *Home Building & Loan Association v. Blaisdell*, the Supreme Court held that a two-year state moratorium on foreclosure of mortgages during the Great Depression did not violate the Contract Clause.⁴²

Finally, it is important to emphasize, the City has already affected existing lease agreements when it enacted the most recent emergency eviction ordinance, but those actions did not rise to the level of a Contracts Clause violation due to the extraordinary governmental interest involved. The proposal under CF 20-0407 is no different. Expansion of the existing policy similarly does not raise Contract Clause concerns, as the same underlying governmental interest would support the expansion.⁴³

G. Several other jurisdictions have enacted significantly stronger measures than what is currently in place for the city of Los Angeles.

Although Los Angeles has acted quickly, it has now fallen behind many other cities in terms of the breadth and depth of its emergency eviction protections. Several cities and counties across the state of California have already moved quickly and decisively to protect their residents by enacting the types of strong provisions proposed under CF 20-0404. Some jurisdictions, like Santa Monica and San Mateo County, have prohibited landlords from attempting to evict tenants by serving notices to vacate or proceeding with the unlawful detainer process. In these jurisdictions, officials have proactively prohibited actions to *start* unlawful detainer proceedings, instead of just providing a tenant a defense they can assert in a court proceeding. Other jurisdictions, like Oakland, have provided a complete affirmative defense for tenants who are served an unlawful detainer lawsuit, covering nearly all grounds for eviction, absent a public health necessity.

H. Prejudicial assumptions about tenant behavior have no place in the discussion on housing stability during a deadly global pandemic.

Any references to tenant behavior and activity are not relevant to the question of temporarily preventing evictions. Evictions are never the only recourse against illegal behavior, and the theoretical possibility of illegal behavior, for which other enforcement avenues remain open, is not a good reason to risk countless people losing their home during a health emergency, or during the crucial economic rebuilding period right after the health emergency ends. There is nothing in the proposed policy (CF 20-0404) preventing the enforcement of other generally applicable laws, but the policy does offer what is most needed right now - greater housing stability at a time when that has never been more important.

I. The City should ensure that there are penalties for violation of the eviction moratorium.

A violation of the city’s eviction moratorium does not just put one household’s housing at risk. It can have serious public health implications if households are forced out of their homes and are unable to shelter in place. Therefore, the City should act to deter violations of the moratorium by:

⁴² 290 U.S. 398, 447-48 (1934).

⁴³ See *West Coast Hotel Co. v. Parrish*, 300 U.S. 379 (1937) (finding that the Constitution permits restriction of “liberty of contract” by governmental action where such restriction protects the community, health and safety, or vulnerable groups.)

- Providing that any aggrieved party or the City may institute a civil proceeding for injunctive relief and/or actual, special, statutory and/or punitive damages for violations of the moratorium;
- Providing the court discretion to award a penalty between \$1000 and up to \$10,000 per violation depending on the severity of a case (similar to the City of Santa Monica);
- Providing the court discretion to award actual damages and punitive damages;
- Adding a separate civil penalty of up to \$5,000 for violations of the Anti-Tenant Harassment Ordinance committed against elderly or disabled tenants (as provided by the City of Santa Monica).
- Providing that the prevailing party shall be entitled to costs and reasonable attorneys' fees;

To ensure meaningful compliance on the ground, violations of the moratorium, and co-occurring harassment actions taken to avoid compliance with the current protections must be met with strong enforcement measures.

II. The City Council should approve agenda item 38 (CF 20-0409) to clarify that unpaid rent during the emergency period is not grounds for eviction later.

The economic impact of this crisis will reverberate well after the public health emergency ends. Without additional protections for the hundreds of thousands of renters who are losing income as a result of the precautions necessary to address the pandemic, we will see a devastating wave of eviction and resulting homelessness at the end of the 12-month repayment period. The City can prevent this, and protect public health, by prohibiting evictions based on nonpayment of rent due during the COVID-19 emergency, even after the declared emergency ends. Such an action would still permit landlords to collect unpaid rent through traditional contract actions, such as seeking a judgment in small claims court – but unpaid rent that became due during the emergency could not be the basis for an eviction.⁴⁴

The City has the ability to prohibit such evictions under its well-established power to limit the substantive grounds for eviction.⁴⁵ Oakland's eviction moratorium already prohibits evictions for nonpayment of rent that became due during the COVID-19 emergency.⁴⁶ Southgate and Maywood have also adopted ordinance preventing unpaid rent during the emergency from being grounds for eviction.

The reality is that many tenants, especially low-income tenants, already struggled to pay rent before the pandemic. Coming out of the pandemic, they will be faced with the double hit of months of back rent and unstable or no employment. For tenants that endure this difficult time and successfully pay their rent going forward once the emergency resolves, it would be patently unfair and serve no legitimate public policy to allow their eviction based on back rent accumulated during the current safer-at-home orders.

⁴⁴ *Bevill v. Zoura* (1994) 27 Cal. App. 4th 694, 697 (court confirming that if a landlord waits too long to pursue uncollected rent, “the landlord is limited to collecting such rent in an ordinary breach of contract action,” and not through the unlawful detainer process.).

⁴⁵ See *Fisher v. City of Berkeley*, 37 Cal. 3d 644, 707 (1984) (holding that a city may regulate the substantive grounds of eviction, even to the point of “effectively eliminat[ing]” a ground for eviction in state law.) See also *Birkenfeld v. City of Berkeley*, 17 Cal. 3d 129, 148-149 (1976).

⁴⁶ City of Oakland Ord. No. 13589 available at <https://oakland.legistar.com/View.ashx?M=F&ID=8248264&GUID=D997F421-01DB-4B31-83DF-63F972DE3A76>.

III. The City should pursue all available options under agenda item 37 (CF 20-0407) to secure a rent freeze on all rental units during the emergency.

A. The City should consider whether it has emergency powers to freeze rents for all rental units during the emergency.

The City has broad police powers and emergency powers pursuant to Government Code section 8634, as discussed above. Governor Newsom further elaborated on the scope of these powers through his Executive Order N-28-20, issued on March 16, 2020, in which he found that "...because homelessness can exacerbate vulnerability to COVID-19, California must take measures to preserve and increase housing security for Californians to protect public health; and...local jurisdictions, based on their particular needs, may therefore determine that additional measures to promote housing security and stability are necessary to protect public health or to mitigate the economic impacts of COVID-19."⁴⁷ A temporary rent freeze on non-RSO units is one such additional measure necessary to protect public health and forestall homelessness. Moreover, it merely impacts the timing, not the ability of landlords to impose rent increases. The delay in exercising the right to collect rent may be permissible in the context of an international public health emergency, and we urge the City Council to direct the City Attorney to consider this possibility.

B. The City should consider whether a *temporary* rent freeze conflicts with Costa Hawkins.

Costa-Hawkins generally preserves the rights of landlords to set tenants' initial residential rental rates.⁴⁸ Under normal circumstances, Costa-Hawkins also permits landlords to increase rents on certain types of units, including units constructed after 1995, subdivided interests in subdivisions, single family homes, and certain condominiums.⁴⁹

There are several arguments that the City should seriously consider in order to support a temporary rent freeze on non-RSO units under Costa Hawkins. A temporary rent freeze would not prohibit landlords from setting initial rental rates, and landlords eligible to impose unregulated rent increases would be able to do so after the emergency has been resolved. Therefore, a temporary rent freeze is arguably not the "strictest type of rent control" that Costa-Hawkins aimed to prevent. In addition, the City should consider whether a temporary rent freeze would prevent evictions for nonpayment of rent, and might therefore be permissible under Costa-Hawkins' savings clauses, which provides that Costa-Hawkins does not interfere with the City's right to regulate the grounds of eviction.⁵⁰ Tenants who could

⁴⁷ Cal. Exec. Order No. N-28-20 (Mar. 16, 2020), available at:

<https://www.gov.ca.gov/wpcontent/uploads/2020/03/3.16.20-Executive-Order.pdf>.

⁴⁸ A court is disinclined to find field preemption of "land use regulations of local concern" beyond express declaration of the Legislature to occupy the field. *City and County of San Francisco v. Post* (2018) 22 Cal.App.5th 121, 137.

⁴⁹ Cal. Const. art. XI, Sec. 7.

⁵⁰ Civil Code section 1954.53(e); Civil Code Section 1954.52(c). *See Action Apartment Assn., Inc. v. City of Santa Monica* (2007) 41 Cal.4th 1232, 1245 deeming Civil Code Section 1954.52(e) a savings clause. *See Mak v. City of Berkeley Rent Stabilization Board* (2015) 240 Cal.App.4th 60, 69 and *DeZerega v. Meggs* (2000) 83 Cal.App.4th 28, 40, as modified on denial of reh'g (Sept. 14, 2000), which refer to Civil Code Section 1954.53(e) and Civil Code Section 1954.52(c) interchangeably. The court in *DeZerega* provided Costa-Hawkins "explicitly disclaims any effect on the power of local governments to regulate evictions," citing Civ. Code Section 1954.52(c); *Bullard v. San Francisco Residential Rent Stabilization Bd.* (2003) 106 Cal.App.4th 488.

rely on their current rental rate remaining constant during this crisis would be better able to afford to remain in their homes with a temporary rent freeze. Because Costa Hawkins enacted vacancy decontrol, landlords already had an incentive to engage in pretextual evictions.⁵¹ Currently, landlords owning non-RSO units have an even more dangerous incentive to evict tenants to make up for lost income during the epidemic and impose prohibitive rent increases on current tenants.

These questions are important, given the magnitude of these crisis. The City should be solution-oriented and do everything in its power to forestall this wave of evictions by enacting a temporary rent freeze.

C. Neither a temporary rent freeze nor rent forgiveness violates the Takings Clause.

As described more fully in Section I.E., the government’s regulation of property in this context will constitute a taking of such property only if it is found to be “functionally equivalent” to a direct appropriation or ouster under the “essentially ad hoc” fact-specific inquiry described in the *Penn Central* case.⁵² A temporary rent freeze ordinance should not have any long-term economic impact on the values of the impacted properties, since any such impact would evaporate the moment the freeze was lifted. Moreover, a temporary restriction on increasing rents is sufficiently similar to (and in many cases may simply overlap with) the City’s Rent Stabilization Ordinance that it would not defeat the investment-backed expectations of affected property owners. It is also the type of “public program” that a *Penn Central* analysis would be unlikely to deem a taking.

Finally, a rent cancellation program would also not rise to the level of a taking because of their limited economic impact when compared to the overall value of the properties in question. Although under such a program landlords would not be entitled to collect rent for the duration of the emergency, they would still be able to borrow against their properties, sell their properties, improve them, and continue to benefit from their appreciation in value. Any temporary reduction in value due to such a rent forgiveness program would fall well short of the significant percentages required for the finding of a taking under longstanding case law. Finally, although this specific type of rent forgiveness program may not have been anticipated by the affected property owners, the landlord-tenant relationship is heavily regulated under local and state law and a temporary program limiting a landlord’s ability to collect rent during a public health crisis that requires people to stay in their homes cannot be said to be outside the realm of possibility of anticipated regulation.

D. If the City Council does not act, the Mayor should use his emergency authority to impose a rent freeze.

Given the unprecedented emergency, the City’s broad emergency powers, and the temporary nature of a rent freeze, the City Council should do everything in its power to expand a rent freeze to non-RSO units. To the extent that Mayoral action is needed, the City Council should indicate its support for such action with an ordinance or resolution urging the Mayor to expand a temporary rent freeze. To the extent state law remains a barrier, the Council should urge the Governor to suspend any laws preempting a rent freeze on non-RSO units. But we urge the City Council to pursue local action on a non-RSO rent freeze to the fullest extent possible, considering all the above analysis.

⁵¹ *Bullard v. San Francisco Residential Rent Stabilization Bd.* (2003) 106 Cal.App.4th 488, 492.

⁵² *Penn Cent. Transp. Co. v. New York City*, 438 U.S. 104, 124 (1978).

As set forth above, the City clearly has the power to enact more meaningful protections for tenants during this crisis – including a broader temporary moratorium, to clarify that unpaid rent cannot be the future basis for eviction, and to enact a broad temporary rent freeze. We are in a state of emergency, and the law permits these temporary actions to be taken to safeguard all residents of the City. Your actions now will literally save lives in this City, and allow people to stay safe at home, as intended. We urge you to act now to protect your residents.

Sincerely,

Doug Smith, Public Counsel
Craig Castellonet, Public Interest Law Project
Dianne Prado, Housing Equality & Advocacy Resource Team (HEART)
Greg Spiegel and Tai Glenn, Inner City Law Project
Elena Popp, Eviction Defense Network

Communication from Public

Name: Chase DeLuca

Date Submitted: 04/21/2020 10:29 PM

Council File No: 20-0409

Comments for Public Posting: If the la city council wants to convert deferred rent to consumer debt, then it should back that debt with a government guarantee. Millions of mom-and-pop landlords are answering the call of this emergency, rearranging their personal finances in order to defer their tenant's rent. If tenants default on their debt, the landlords should be able to call the loan (or a portion thereof) from the city which forced them to extend the high-risk loan in the first place. Landlords did not sign up to be banks, but suddenly have been drafted into the role of banks, forced to give micro-loans to the most at-risk people in our population. Fannie Mae backs home loans, because our society values Home Ownership. Sallie Mae backs student loans, because our society values education. If rental housing is important to society, then do not force Landlords to assume all the risk themselves. Guarantee the loans, and we landlords will come to your rescue.

Communication from Public

Name: Matt Wheeler

Date Submitted: 04/21/2020 10:58 PM

Council File No: 20-0409

Comments for Public Posting: Please enact a rent freeze until the ban has been lifted. Most can not pay rent for May or June. We are counting on you! Thanks!

Communication from Public

Name: Cate Carlson

Date Submitted: 04/21/2020 10:19 PM

Council File No: 20-0409

Comments for Public Posting: The rent is already too damn high. Now a large portion of our community has completely lost any and all sources of income due to the COVID-19 crisis. It is unjust to raise rent under these circumstances.

Communication from Public

Name: Leslie Hope

Date Submitted: 04/21/2020 05:02 PM

Council File No: 20-0409

Comments for Public Posting: A housing provider would not be able to utilize the eviction process to collect the unpaid deferred rent resulting from the COVID-19 pandemic and would be left with no other option but to advance a civil action in Small Claims Court depending on the amount owed.

Communication from Public

Name: Tori

Date Submitted: 04/21/2020 05:54 PM

Council File No: 20-0409

Comments for Public Posting: I am strongly in favor of this measure. As of today, I have lost my job due to COVID and I have not been able to file for unemployment. I have no source of income and no savings after having been laid off three times in the span of 2.5 years. I have always paid rent on time in the past, so the fact that I would be punished for an unforeseeable global health & economic crisis is abysmal. Throwing me, or anyone in a similar situation as me, onto the street at this time would only worsen the health issue we are facing as a city.

Communication from Public

Name: Ace Katano

Date Submitted: 04/21/2020 05:49 PM

Council File No: 20-0409

Comments for Public Posting: I support this motion. Once the immediate crisis of COVID19 passes, it will still take months or years before the economy recovers, and the disruption to many vital industries such as restaurants, film, hospitality, and tourism will leave thousands without work for an extended period of time. The year-long repayment period is an important start, but this crisis will shut down peoples work (and ability to pay rent) for months, and at the end of that year we anticipate a flood of eviction filings that will completely disable the court system and throw thousands of people into homelessness. This common-sense motion gives landlords a way to recoup their losses without forcing thousands of Angelenos from their homes.

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HUMAN RIGHT

Communication from Public

Name: Irma Vargas

Date Submitted: 04/21/2020 02:27 PM

Council File No: 20-0409

Comments for Public Posting: Here is a copy of a bill that just came in for one of our buildings so you can see how owners' expenses are going up as everyone is home while their income is coming down. This is a 7 unit building in Palms and we found a tenant washing a car (S??) which we have stopped but we can not be there 24/7 monitoring it and the other tenants never told us. I am also sending you his rent roll of the building which is made up of family (except the 1 bachelor unit). This is just a sampling of what owners are dealing with right now - and you are proposing to cut off their income supply. If you need to show this document publicly, please remove the address - this is for you to see its an actual building.
Irma R Vargas 310-930-6187

Tenant Directory

Status = Current

Unit	Code	Tenant Roommate	Tenant Address	Email	Movein Moveout	Rent	Unit Area	Price/Sqft	Deposit	Status	LeaseFrom LeaseTo	Tel Num (Office) Tel Num (Home)	Notes
01	t0001036	Hernandez, Alejandro C Hernandez			10/1/1994	701.16	701.16	701.16	500.00	Current	10/1/2019 9/30/2020	(213) 374-5141	
02	t0001037	Lubbering, Thomas		corbinway@aol.com	2/1/2017	2,532.16	2,532.16	2,295.00	2,295.00	Current	2/1/2020 1/31/2021	(310) 490-8284	
03	t0001038	Alvarado, Victor		alvaradomiluz@yahoo.com	3/1/1993	1,859.71	1,859.71	875.00	875.00	Current	1/1/2020 12/31/2020	(424) 672-5075	
04	t0002370	Meyerjord, Cory		corymeyerjord@gmail.com	4/1/2018	2,088.84	2,088.84	1,950.00	1,950.00	Current	4/1/2020 3/31/2021	(303) 819-3469	6/19/19 no insurance; do not accept July rent: 7/2/19 emailed insurance renewal;unblocked, can pay rent on line
05	t0001040	Caballero, Juana		wurlwyde@hotmail.com caballerostac@gmail.com	4/1/2018 9/1/2011	1,726.75	1,726.75	1,550.00	1,550.00	Current	9/1/2019 8/31/2020		
06	t0004582	Pettit, Micah Manju Sri Bhattu		mhpettit11@gmail.com mjramana17@gmail.com	11/16/2019 11/16/2019	1,995.00	1,995.00	1,995.00	1,995.00	Current	11/16/2019 11/30/2020		

Tenant Directory

Status = Current

Unit	Code	Tenant Roommate	Tenant Address	Email	Movein		Rent	Deposit	Status	LeaseFrom LeaseTo	
					Moveout	Movein				LeaseFrom	LeaseTo
01	t0001036	Hernandez, Alejandro			10/1/1994		701.16	500.00	Current	10/1/2019	9/30/2020
		C Hernandez							Current		
02	t0001037	Lubbering, Thomas		corbinway@aol.com	2/1/2017		2,532.16	2,295.00	Current	2/1/2020	1/31/2021
		Arlene Hootte							Current		
03	t0001038	Alvarado, Victor		alvaradomluz@yahoo.com	3/1/1993		1,859.71	875.00	Current	1/1/2020	12/31/2020
04	t0002370	Meyerjord, Cory		corymeyerjord@gmail.com	4/1/2018		2,088.84	1,950.00	Current	4/1/2020	3/31/2021
		John Allen		wurlwyde@hotmail.com	4/1/2018				Current		
05	t0001040	Caballero, Juana		caballerostac@gmail.com	9/1/2011		1,726.75	1,550.00	Current	9/1/2019	8/31/2020
		Blanca Caballero							Current		
06	t0004582	Pettit, Micah		mhpettit11@gmail.com	11/16/2019		1,995.00	1,995.00	Current	11/16/2019	11/30/2020
		Manju Sri Bhattu		mjramana17@gmail.com	11/16/2019				Current		
07	t0001042	Sokhikyan, Alexander		scorpion636@gmail.com	9/16/2015		2,386.52	2,800.00	Current	10/1/2019	9/30/2020
		Boris Mitrofanov							Current		
		Victor Castellanos							Current		
Total		145					13,290.14	11,965.00			
Grand Total							13,290.14	11,965.00			

CUSTOMER SERVICE

1-800-DIAL-DWP (342-5397)
Monday-Friday: 7 a.m. - 7 p.m.
Saturday: 7 a.m. - 2 p.m.
Sunday and holidays: Closed
Available 24/7 for emergency & outage calls

Paying Your Bill



AUTOMATIC PAYMENT

Automatically pay from your checking, savings or credit card by logging in at www.ladwp.com/billpay



ONLINE

Pay from your checking, savings or credit card any time by logging in at www.ladwp.com/myaccount



BY PHONE

Pay from your checking, savings or credit card any time by calling 1-877-MYPAYDWP (1-877-697-2939)



BY MAIL

Place your payment stub and your check or money order in the envelope provided with the bill.



IN PERSON

Pay at any Customer Service Center. Locations are listed on the back of your payment stub and at www.ladwp.com/servicecenters

DAN REY

Account Summary

Previous Account Balance		\$ 1,632.97
Payment Received 2/21/20	<i>Thank you</i>	-1,632.97
Remaining Balance		\$ 0.00
New Charges		+ 4,266.90

Total Amount Due \$ 4,266.90

Summary of New Charges

*#3692
4-2020*

Details on following pages.

Los Angeles Department of Water and Power Charges			
	Electric Charges	2/3/20 - 4/3/20	894 kWh \$237.60
	Water Charges	2/3/20 - 4/3/20	311 HCF \$2,439.25
800-342-5397	Total LADWP Charges		\$ 2,676.85

LADWP provides billing services for the Bureau of Sanitation. All money collected for the services listed in the City of Los Angeles Bureau of Sanitation Charges section is forwarded to them.

City of Los Angeles Bureau of Sanitation Charges

	Sewer Charges	2/3/20 - 4/3/20	\$1,581.36
	Solid Waste Charges	2/4/20 - 4/3/20	\$8.69
800-773-2489	Total Sanitation Charges		\$ 1,590.05

Total New Charges \$ 4,266.90

Received On

APR 09 2020

RST & Assoc.

SCANNED APR 09 2020





www.ladwp.com 1-800-342-5397

Hours of operation - 7 am to 7 pm

DEFINITIONS (For residential customers, the tier rates on your bill may include the following adjustments.)

CRPSEA – (Capped Renewable Portfolio Standard Energy Adjustment) a charge reflecting the costs associated with RPS Operations and Maintenance, RPS debt service, and Energy Efficiency Programs.

ECA – (Energy Cost Adjustment) an adjustment that reflects the variations of fuel, energy and other associated costs.

ESA – (Electric Subsidy Adjustment) a charge reflecting the costs of subsidies including senior, disabled, low income, traffic control lighting, and enterprise zone.

IRCA – (Incremental Reliability Cost Adjustment) a charge reflecting Operations and Maintenance and debt service related to Power Reliability Program cost and legacy RCA under-collection.

kWh – (kilo-watt-hour) the units in which electric usage is measured. One kWh equals 1000 watts of electricity used for one hour.

RCA – (Reliability Cost Adjustment) a charge reflecting the costs to support additional capital investments needed to improve reliability in areas of power distribution, transmission and generation infrastructure.

VEA – (Variable Energy Adjustment) a charge reflecting the costs of fuel, non-RPS power purchase agreements, non-RPS economy purchases, legacy ECAF under-collection, and base rate decoupling from energy efficiency impact.

VRPSEA – (Variable Renewable Portfolio Standard Energy Adjustment) a charge reflecting the costs of RPS market purchases and RPS costs above and beyond any Operations and Maintenance and debt service payments.



Electric Charges

BILLING PERIOD 2/3/20 - 4/3/20
DAYS 60

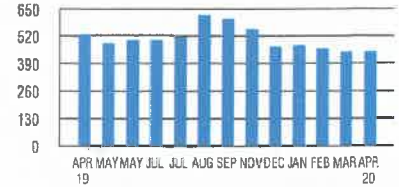
RATE SCHEDULE
A-1 and A-1 [j] Small General Electric - Rate A Standard Service

NEXT SCHEDULED READ DATE
6/2/20

SERVES
HSE LTS-#1

SA #: 0849661329

USAGE HISTORY (Total kWh)



	Prev Yr	Apr 20
Total kWh used	1,064	894
Average daily kWh	18	15
Days in billing period	60	60
Your average daily cost of electricity		\$3.96
Highest Demand in last 12 months:		4 kW

METER NUMBER	CURRENT READ	PREVIOUS READ	TOTAL USED
00006-00573790	55648	54754	894 kWh
Service Charge - 60 days			14.00
Facilities Charge - 60 days		4 kW x \$5.36/kW	42.88
ESA - 60 days		4 kW x \$0.46/kW	3.68
RCA - 60 days		4 kW x \$0.96/kW	7.68
IRCA - 60 days		4 kW x \$2.02/kW	16.16
IRCA based on KWH - 60 days		894 kWh x \$0.0028/kWh	2.50
Energy Charge Low Season - 60 days		894 kWh x \$0.05484/kWh	49.03
ECA - 60 days		894 kWh x \$0.0569/kWh	50.87
VEA - 57 days		849.3 kWh x \$-0.00438/kWh	-3.72
VEA - 3 days		44.7 kWh x \$-0.00839/kWh	-0.38
CRPSEA - 57 days		849.3 kWh x \$0.00829/kWh	7.04
CRPSEA - 3 days		44.7 kWh x \$0.00811/kWh	0.36
VRPSEA - 57 days		849.3 kWh x \$0.02327/kWh	19.76
VRPSEA - 3 days		44.7 kWh x \$0.02453/kWh	1.10
Subtotal Electric Charges			\$210.96
City of Los Angeles Utility Tax - 60 days		\$210.96 x 12.5%	26.37
State Energy Surcharge - 60 days		894 kWh x \$0.0003/kWh	0.27

Total Electric Charges \$ 237.60

Green Power for a Green LA --LADWP's Green Power program replaces electricity from polluting power plants with energy generated from renewable resources. To learn more and sign up, visit www.ladwp.com/greenpower

July - December 2020 Biannual Notice of Change in
LADWP WATER RATES

julio - diciembre 2020 Aviso bianual de cambio a las
TARIFAS DE AGUA DE LADWP

This notice is to inform you of the expected biannual water rate adjustments authorized by the Water Rate Ordinance for the City of Los Angeles that reflect the cost of buying water from the Metropolitan Water District (MWD) and executing other water projects and programs. These factors will become effective July 1, 2020. Individual rate adjustments will be an increase or decrease, as shown below. More information about LADWP's water rates can be found on the Department website at www.ladwp.com/waterrates.

Este aviso es para informarle del ajuste bianual a las tarifas de agua autorizados por la Ordenanza de la Tarifa de Agua de la Ciudad de Los Angeles que reflejan el costo de comprar agua del Metropolitan Water District (MWD) y para otros proyectos y programas de agua. Estos factores tomaran vigencia a partir del 1^o de julio, 2020. Ajustes de tarifa individuales aumentarán o disminuirán en la muestra a continuación. Más información sobre las tarifas de agua de LADWP está disponible en el sitio Web del departamento: www.ladwp.com/waterrates.

The factors below are per Hundred Cubic Feet (HCF) of water used. One HCF equals 748 gallons.

Las tarifas debajo son por unidades de cien pies cúbicos (HCF, por sus siglas en inglés) de agua usada. Un HCF es igual a 748 galones.

Water Rate Adjustment Factors	Factores de Ajustes de Tarifas de Agua	Jan - June 2020 ene - jun 2020	Increase (Decrease) from Previous Period Aumento (disminución) del Periodo Anterior	Jul - Dec 2020 jul - dic 2020
Water Supply Cost Adjustment Factor Tier 1	Ajuste al Costo de Suministro de Agua Nivel 1	\$ 1.119	\$ 0.785	\$ 1.904
Water Supply Cost Adjustment Factor Tier 2	Ajuste al Costo de Suministro de Agua Nivel 2	\$ 3.154	(\$ 0.317)	\$ 2.837
Water Supply Cost Adjustment Factor Tier 3	Ajuste al Costo de Suministro de Agua Nivel 3	\$ 3.569	(\$ 0.732)	\$ 2.837
Water Supply Cost Adjustment Factor Tier 4	Ajuste al Costo de Suministro de Agua Nivel 4	\$ 3.791	(\$ 0.915)	\$ 2.876
Water Quality Improvement	Mejoras de Calidad de Agua	\$ 1.586	\$ 0.024	\$ 1.610
Owens Valley Regulatory	Regulador de Owens Valley	\$ 0.361	(\$ 0.070)	\$ 0.291
Water Infrastructure	Infraestructura de Agua	\$ 0.486	(\$ 0.058)	\$ 0.428
Base Rate Revenue Target Adjustment Factor	Ajuste de Objetivo Básico de Ingresos			
Schedule A	Calendario A	\$ 0.588	\$ 0.000	\$ 0.588
Schedule B	Calendario B	\$ 0.352	\$ 0.000	\$ 0.352
Schedule Other	Calendario Otro	(\$ 0.282)	\$ 0.000	(\$ 0.282)
Low-Income Subsidy	Subsidio para Clientes de Bajos Recursos	\$ 0.084	(\$ 0.001)	\$ 0.083
Water Expense Stabilization	Estabilización del Costo de Agua	\$ 0.010	\$ 0.000	\$ 0.010

For the year beginning January 1, 2020 and ending December 31, 2020, Outside City Surcharge will be \$0.619, increased from the January 2019 - December 2019 surcharge of \$0.000.

Para el año empezando el 1 de enero de 2020 y terminando el 31 de diciembre, el Recargo Fuera de la Ciudad será \$0.619, aumentado a partir de enero 2019 a diciembre 2019.



www.lacitysan.org 1-800-773-2489

Hours of operation - 24/7

DEFINITIONS

Low Income Sewer Surcharge - an amount charged to each customer to help cover the costs of providing sewer service subsidies to low income customers, required by state and federal law.

Sewer Service Charge - (SSC) a charge for use of the sewer system, to cover the costs of constructing and maintaining wastewater facilities such as sewers and sewage treatment plants, and for treating sewage.

Solid Resources Fee (Trash Fee) - a charge to cover the costs (including, but not limited to, staff, equipment, and facilities) of collections and/or availability of collections for the handling (including but not limited to, transfer, recycling or recovery) and disposal of trash and other solid wastes.

Standard Single Family Allotment of Containers:

60 gallons for refuse (Black)

90 gallons for yard trimmings (Green)

90 gallons for recyclables (Blue)

Extra capacity is billed in increments of 30 gallons.

Sewer Charges

SA # : 0849661331

BILLING PERIOD	DAYS	SEWER RATE SCHEDULE	
2/3/20 - 4/3/20	60	Sewer Service Charge - Multi Residential Customers	
Sewer Service Charge		289.23000 HCF x \$5.44/HCF	1,573.41
Sewer Service Low Income Surcharge			7.95
Total Sewer Charges			\$ 1,581.36

Solid Waste Charges

SA # : 0849661331

BILLING PERIOD	DAYS	SOLID WASTE RATE SCHEDULE	
2/4/20 - 4/3/20	59	Refuse Service - Bulky Item Fee	
BIF owner		7 Unit(s)	8.69
Total Solid Waste Charges			\$ 8.69

Communication from Public

Name: Steven K. Fowlkes

Date Submitted: 04/21/2020 01:36 PM

Council File No: 20-0409

Comments for Public Posting: Consumer Debt Motion - I strongly oppose to this Motion. In an effort to continue to move our investment and revenue forward, writing it off to Consumer Debt is unacceptable to Owners/Investors. Civil Action in Small Claims Court, depending on the amount owed, is extremely time consuming and takes us away from continuing to operate our buildings,

Communication from Public

Name:

Date Submitted: 04/21/2020 01:53 PM

Council File No: 20-0409

Comments for Public Posting: It has come to my attention as a California property owner that there is an unethical bill under consideration—AB 828. In essence, the bill aims to afford all California renters an unqualified 25 percent reduction in monthly rent, license for legislative councils to determine and thereby change existing rent agreements, and numerous other tenant benefits, including tying owners' hands from evicting troublesome or non-compliant tenants. As if AB 828 were not damaging enough to housing providers, the Los Angeles City Council has taken up the "anti-owners" charge and is proposing the following further handicaps: Item 37, a retroactive rent increase freeze extending for 90 days beyond the end of the lockdown; Item 38, reclassifying unpaid rent as consumer debt, whereby the public at large assumes renters' debts; and Item 39, expanding the eviction process for a full year, during which time the renter remains on site for free. I would question the legality and integrity of the AB 828 bill, together with the aforementioned Los Angeles City Council proposals. They outright disregard owners' constitutional and legal rights. The state and federal constitution both grant property owners the authority to set their rents within reasonable boundaries. No legislature or contrived policy can arbitrarily dismiss that right. Furthermore, the agreement between a tenant and an owner is a legally binding contract; only a new, updated agreement between said tenant and owner can lawfully change the terms of said contract. As for the Los Angeles City Council proposals, they further chip away at owners ability to maintain clean, pleasant, efficient and comfortable housing by reducing income that would normally be allotted for those purposes—thus creating a lose-lose situation. Property owners have been ignored and sidelined throughout this whole pandemic situation. Tenants have been granted a multitude of concessions to make their financial load more tolerable, but that courtesy has NOT been extended to landlords. Even our minor request for a delay in the recent property tax deadline was seen as not worthy of discussion. The fact of the matter is that owners will only put up with so much before they rebel. And if any of these bills or motions go into effect, they will definitely rebel! You have only to look at the below two articles mentioned to see the very negative reaction landlords have to the mandates already in effect, and the

unscrupulous ways they are combating it: “Evictions of Elderly, Ill and Pregnant Continue During Pandemic,” April 17, 2020, Sam Levin, The Guardian; “Landlords Exchanging Rent for Sex,” April 17, 2020, Gwen Aviles, NBC News. With more and more of the financial burden thrust upon housing providers like myself, many are likely to be put in a position where they can’t meet their mortgages on these properties. Eventually, the banks holding the liens would in turn suffer, thus hurting the economy even worse. As some of these landowners run out of money, they may abandon the properties, letting them run into foreclosure. How happy would the voters be if there were a glut of apartments slowly turning into slums with absentee owners? These disaster scenarios could easily happen. Owners, like governmental bodies, are not made of bottomless funds waiting to be stolen bit by bit. We work for our assets just as hard as tenants work for their rent. Please show us the respect and consideration you are so eager to give to those we house. Please vote NO on AB 828 and Motions 37, 38 and 39!!! Sincerely, Gabriella Harvey

Communication from Public

Name: Collin

Date Submitted: 04/21/2020 02:33 PM

Council File No: 20-0409

Comments for Public Posting: It's very discouraging to read all the comments from the property owners and business groups that are attempting to place the blame on tenants for not being able to pay rent during a pandemic that will likely last into 2021. What they miss are the nuances of each renter's situation and the incredible burdens that we all face. Federal assistance has been a slow and difficult process for many while the \$1200 stimulus check (for those that have actually received it) is a bandaid that can barely cover a single month's rent in Los Angeles, not to mention our undocumented neighbors who will never see a single cent from the Fed. Service industry workers and freelance contractors are stuck in a precarious place where they can't apply for Federal assistance, but have seen their hours or wages drastically cut, so they continue to put themselves on the line extra each day so they can recoup their lost income. This hasn't been easy on any of us, but in dire situations we need to take equally proportionate actions that are necessary to protecting Angelenos and the legislation proposed by Council Member Bonin are exactly the steps we need. I urge every Council Member to stand on the side of their many constituents, rather than the few business groups, and vote in favor of this proposal (and the rest proposed by Bonin).

Communication from Public

Name: Roger a Ades

Date Submitted: 04/21/2020 02:49 PM

Council File No: 20-0409

Comments for Public Posting: By this motion you encourage tenants to take advantage of thier landlords. They already have 12 months to pay any rent back. Why now have the landlords have to go to small claims court? Bad idea!

Communication from Public

Name: Miriam Miller

Date Submitted: 04/21/2020 02:56 PM

Council File No: 20-0409

Comments for Public Posting: Dear Councilmembers: I am writing to strongly oppose agenda items 37, 38, 39. These measures will bankrupt our business and consequently lead to increased unemployment as we terminate staff and reduce benefits such as medical insurance, 401 (k) matches and other employee related expenses. We will be forced to reduce services to tenants, such as maintenance, janitorial, landscaping, apartment upgrades, facility upgrades such as painting, exterior maintenance and repair. Consequently, these reductions in services would have a “ripple effect” to vendors who supply paint, carpet, maintenance parts, appliances, cabinets, landscaping and janitorial services. Vendors would be forced to reduce their workforce. Over 95% of our costs remain fixed [Foot Note 1 below]. Mortgage payments, utility payments, trash collection, insurance and property tax. As business closes, City income will be reduced both from tax revenue loss and increased costs associated with unemployment compensation payments, Medicaid, food stamps and other services needed for an unemployed citizen. These draconian measures shelter people who are able to pay rent and do not aid those who may be struggling. As employment opportunities contract for business so will our tenants ability to rejoin the workforce be severely reduced. FOOT NOTE 1: FIXED COSTS ARE BASED UPON ACHIEVING 95% OCCUPANCY AND COLLECTION. CURRENTLY OUR OCCUPANCY IS CLOSE TO 90% AND OUR COLLECTION LOSS AND DEFERRAL REPRESENT 20% OF OUR SCHEDULED INCOME. YOUR PROPOSED MEASURES WILL DRAMATICALLY INCREASE OUR COLLECTION LOSS AND BY CONVERTING THE DEFERRED RENT TO CONSUMER DEBT WE WILL HAVE NO WAY TO RECOVER THIS REVENUE IF A TENANT DOES NOT WANT TO PAY. THE ADDITIONAL LOSSES CREATED BY YOUR UNNECESSARY MEASURES WILL MEAN THAT WE NOT BE ABLE TO PAY OUR UTILITY BILLS, PROPERTY INSURANCE PREMIUMS, PROPERTY TAXES, ETC. THIS WILL RESULT IN HUGE LOSSES TO THE CITY OF LOS ANGELES. PLEASE DO NOT APPROVE THESE MEASURES FOR THE GOOD OF OUR COMMUNITY AND THE FUTURE OF OUR ECONOMY.
Miriam Miller Executive Vice President Cordary, Inc. 3611

Motor Avenue Suite 100 Los Angeles, CA 90034 (310) 253-5494
ext. 334 (310) 253-5499 fax

Communication from Public

Name: Ms. Foster

Date Submitted: 04/21/2020 03:01 PM

Council File No: 20-0409

Comments for Public Posting: See attached Memorandum regarding Agenda Item 20-0409

MEMORANDUM

TO: Los Angeles City Council Members & Mayor Garcetti
FROM: Ms. Foster; Guest House Management
RE: Agenda Item No. 20-0409; List #38
“classifying unpaid rent as consumer debt, not subject to the unlawful
detainer process”
DATE: April 20, 2020

Again, using this crisis as a means to circumvent the law and rob landlords of the few legal rights guaranteed under the RSO is shameful.

We were trying to help but now you’ve gone too far.

Just because Oakland erroneously thought it was a good idea, doesn’t mean you should follow suit, because I know that you don’t intend to make any payments or do any debt collections on the money that tenants will never pay if you remove the obligation and call it “Consumer Debt” instead of the legal valid Rent that it is.

My brother is putting his life on the line everyday working at West Hills Hospital and I called him to make sure that he was Ok and that the hospital was supplying them with the equipment and protections that he needs to be safe but when I called, he expressed concern for me. He’s hearing people say that “they don’t have to pay their Rent”. That’s the word on the streets.

Thanks to the Mayor and this Council, that’s what people believe and it’s happening all over the City. When I called my godson to follow-up on the death of a family member who died due to complications from Covid 19, he expressed a sigh of relief that he wasn’t me because he hearing from everyone he talks to that “nobody plans to pay their Rent; even if they have the money”.

People are planning Rent Strikes and using this as an opportunity to stick it to the landlord. They already didn’t want to pay and this situation only fueled what was already in their heart.

These conversations took place prior to your flawed idea of reclassifying Rent as Consumer Debt. So if they already believed that they shouldn’t pay their Rent, what do you think is going to happen if they’re freed of the obligation to pay and there are no consequences, if they don’t?

Your plan proposes no consequences for people that abuse the situation. It’s a get out of jail free card.

The only thing that your proposal does is create a pathway to rob landlords of Rents that are legal and validly due. Your proposal ties the hands of a landlord against not only being able to collect the money but being stuck with no recourse against a person that refuses to pay what’s owed.

It’s a gangster move that is reflective of a corrupt era where people believed they were above the law and could do whatever they wanted.

Is that what this council is; a gang of lawless thugs that strong arm those of us that are defenseless to your whims and whatever serves your political agenda. I hope that you are better than that because I need to know what is to be done about the tenant that is in breach of his Lease Agreement where I'm left holding the bag.

On April 1, 2020, I delivered a Memorandum to all my tenants which notified them that if they were currently or in the future, financially impacted by Covid 19, to let Management know immediately and provide supporting document and that an individual payment plan would be made for them and stressed that communication was key to maintaining housing and avoiding unnecessary displacement.

A certain tenant who was already not complying with the terms of his Lease Agreement was included in the list. The tenant did not pay his Rent and did not contact Management. Prior to the emergency order, he had already moved in 4 unauthorized occupants that he gave assurances would be gone by January 3, 2020. January 3, 2020 came and went and he did not vacate the 4 unauthorized occupants. Now, his family and a whole different family of 4 are in my unit; running water, taking baths/showers, flushing toilets, doing laundry with the indoor washer and dryer that provided in the unit. They're all are living off of me for free where I have no recourse through the Court. They are prancing around my property like they owned the place because they know that I can't do anything about it.

He has not been affected by Covid 19. He's just being abusive. How do I know this? Because his behavior started before Covid 19. Furthermore, he has a Section 8 Voucher and is being subsidized by the Housing Authority so there is no reason for him not to pay his Rent.

Whenever a participant in the Section 8 program has a decrease in income, all the participant needs to do is notify his case manager and the Housing Authority will make an adjustment to the tenant's co-payment and reduce the amount that the participant must pay.

This person made a choice not to pay to stick it to me, while forcing me to continue to house additional people who are also creating a nuisance and breaching other sections of the contract.

I have repeatedly notified the Housing Authority of breaches and unauthorized occupants but they don't do anything. They don't enforce their own contracts unless of course it's against an owner.

My only recourse is to file an unlawful detainer to enforce the terms of the contract but a gang of merry men called the City Council have stripped me of that recourse without a safety net.

Your over zealous bailout protections for tenants are fueling and facilitating this kind of bad behavior and its only a slice of what's happening and what's to come.

You are making knee jerk reactions to pressure from people who have an agenda and are prematurely crying wolf.

This crisis will not last and people will recover and they will be helped through the safety nets and provisions put forth by local, state and federal governments but I and people like me will be stuck with consequences of your irrational thinking.

My list of bills and responsibilities will continue, unchanged and without support. As I have said, there is not one program in existence that applies to me or my circumstances and not one agency that will fight for me against my creditors or pay any of my bills.

The only thing that a landlord has to rely on to cover the Mortgage, Building Insurance, Property Taxes, Business Taxes, Local, State and Federal Taxes, Water, Gas and Electricity Bills, Repairs and Maintenance Bills, Legal Bills and Capital Improvements like the mandated Earthquake Retrofitting, are the collected rents. And for those subject to the RSO, the only thing that we have to offset the forever growing and annual increases of those hard costs, is the minimal annual 3% rent increase that we are mandated to receive as the trade-off to a rent control unit.

We can't be made to forgo that right. Who's going to pay the financial obligations?

Most landlords are just everyday individuals that invested into the community; not major corporations. We're just individuals that worked hard and sacrificed to have something just like the next guy.

I don't have employees to try and keep on a payroll. When I need a plumber, I call a plumber and pay him directly so no payroll protection/bailout for me. I just have to keep paying for everything directly.

You shut down the City and immediately set out to get payroll protection for small business so that employees can still receive a source of income. You've streamlined unemployment and allowed individuals to collect an additional \$600 per week on top of the unemployment that they are already entitled to collect but you did nothing specifically for landlords who you have ordered to house people for free.

When you fought for all those protections for everyone else, you should have also secured a rent protection program for landlords so that we do not suffer at a loss to house those that need our support and those that are willfully abusing the situation to not pay valid rent that is due.

Each one of my loans is a commercial loan. It's automatic when the loan is for a property that has 5 or more units so the protections in place for a residential loan don't apply. Neither of my loans are backed by Fannie Mae or Freddie Mac; not even my home loan. It's a conventional portfolio loan that stayed with the lender for which the government has no control to order relief.

Even if they did so at some point, it is ridiculous to assert that it should be at the trade-off of forgiving rents that are due. 1 Mortgage payment cannot be traded against 5, 6, 7 or 13 rental payments. Rental payments are for more than the Mortgage. They offset all the other hard cost, including but not limited to required insurance, utilities, property taxes, business taxes, maintenance, repairs, gardeners, and the like.

You sit there in judgment making broad decision about something where you don't have all the facts and have not given thought to the far reaching detriment you cause to those that paid a price and still found a way to give back.

You don't have a clue as to what's involved and the sacrifices that I've made and continue to make to reach back and help another. I don't need the Council to draft legislation to give me permission to do a temporary Rent Reduction. Do you even hear how delusional and self-serving that sounds? Landlords can make those decisions on their own; and we do, without your decision or input. We need you to start making some decisions that are not one-sided and help us help others. I already help and I have nothing else to give. The question is when will the Council start to work in partnership with landlords instead of working against them.

Communication from Public

Name: Chris Kissel

Date Submitted: 04/21/2020 03:10 PM

Council File No: 20-0409

Comments for Public Posting: I write in (reserved) support of this motion. Once the COVID crisis has abated, thousands of renters will find themselves liable for months of back rent -- but with no more money in their pockets than they had before this crisis began. Surely, in many cases, much less. How can tenants be expected to make up the rent in this scenario -- even with a 12 month window? Instead, many will find themselves subject to eviction once the 12-month timeframe elapses. The ideal scenario is that the council would pass an ordinance that would completely forgive these rent debts. However, if that is a political impossibility, this motion represents what could be a reasonable compromise. If rent debt were converted to consumer debt, at least residents would be able to keep their homes while working to get themselves out of the financial hole caused by this crisis.

Communication from Public

Name: Remy Gates

Date Submitted: 04/21/2020 03:27 PM

Council File No: 20-0409

Comments for Public Posting: Please stop trying to ask poor people for rent during a crisis. It's already people struggling before the crisis, living paycheck to paycheck. Afterwards, they're not going to be able to pay back because they will still be paycheck to paycheck. That's basically involuntary servitude, and asking someone to now be beholden to a landlord because of A CRISIS! It's ridiculous to make such a notion. Just cancel rent during this crisis, stop making this difficult.

Communication from Public

Name: Bob Grunauer

Date Submitted: 04/21/2020 04:21 PM

Council File No: 20-0409

Comments for Public Posting: Dear Council Members, Please vote against these provisions. Small businesses such as ours can't continue to exist. Those of us who have struggled and worked hard to build our businesses shouldn't be the ones that get ruined by laws that seek to destroy us. A much better solution would be to institute vouchers that are funded by the government. That way tenants get the help they need and you don't destroy our businesses. The agenda items are anti-business, anti-capitalist and completely unfair to those of us who have struggled our entire lives creating. Please vote against these Agenda Items. Sincerely, Bob Grunauer

Communication from Public

Name: Ian Jack

Date Submitted: 04/21/2020 04:45 PM

Council File No: 20-0409

Comments for Public Posting: We ask LA city council members to vote NO on motions 37, 38 & 39. My wife and I are seniors who live on the rents from our 3 small rent controlled apartment buildings after we pay the mortgages the taxes and the maintainance on the buildings. Most apartment owners in LA are individuals or small family business like us. The current city mandate for deferment of rent without eviction during the Covid 19 crisis as well as giving tenants 12 months to repay any deferred rent once the emergency is lifted is a difficult but reasonable solution for both tenants and landlords. Please do not impose the additional restrictions in 37 38 & 39 on our ability to collect lawful rent. No one is evicting anyone, we are working with tenants individually to reach balanced positive results. We can't afford to absorb the unintended consequences that these new measures are very likely to create. Thank you Ian Jack

Communication from Public

Name: Alexander W. Schwada

Date Submitted: 04/21/2020 04:53 PM

Council File No: 20-0409

Comments for Public Posting: I am writing today in opposition to Items 37, 38 and 39. The City has so far ignored that there are 2 sides to the landlord-tenant relationship in its response to the COVID-19 crisis. The City's response has been wholly one sided in favor of renters without any consideration for the pressures landlords face. Even the Los Angeles Times acknowledged that landlords need help (Editorial: It's not just renters. Landlords need help, too). Many tenants are facing hardship at this time, and for those genuinely impacted by the COVID-19 crisis and unable to pay their rent because of it, allowances should be made. The City has already addressed this in its prior motions. However, the City has failed to require that tenants provide proof to landlords that they are unable to pay their rent due to COVID-19. As such, the City's policies are creating a setting for opportunistic tenants to simply not pay their rent, even if they are able to do so. The Items being considered by the Council continue to drive landlords to the brink of insolvency. Item 37 prohibits landlords from the ability to raise rents and is unnecessary given the current climate – in short, landlords are struggling to collect rent, and are not raising rent. Item 38 converts unpaid rent from being subject to unlawful detainers to consumer debt. This robs landlords of the fundamental ability to obtain possession of their unit if the tenant does not repay, makes recovery unlikely and encourages opportunism by tenants to not pay the rent regardless of their ability to pay. Item 39 prevents landlords from even filing a 3 day notice for violation of the lease, depriving landlords of a remedy for serious violations. Below is a sample of some expenses that landlords will continue to have to pay during the COVID-19 crisis: 1. Property taxes 2. Utilities 3. Mortgages 4. Insurance 5. Maintenance How are landlords supposed to pay these costs if tenants have no motivation to make any payments (even if they are able) due to the City's policies? Landlords are the providers of housing – they should not be penalized or punished. They should be supported. But that is not happening in the City of LA. Most apartment owners in LA are mom and pop landlords. They may not make it through this crisis. The City will be pushing these mom and pop owners, who provide low cost housing, out of business. In their place will be large corporate landlords who will raise rents. The City has transitioned to a less and less reasonable approach in its response

to this crisis, which will hurt landlords who provide housing in this City. Los Angeles landlords did not create the COVID 19 crisis, so it is unclear why the City is asking them to shoulder the entire burden of the landlord-tenant relationship. If the City wants to help, it should provide rent vouchers to tenants so that both tenants and landlords can emerge from this crisis solvent and healthy.

Communication from Public

Name: Liam Fitzpatrick

Date Submitted: 04/21/2020 04:50 PM

Council File No: 20-0409

Comments for Public Posting: This motion should be a no-brainer for the Council. It passes the buck on to landlords directly: you don't have to be involved further. Unless, of course, you personally happen to be a landlord. But what are the odds of that, it seems like a massive conflict of interest to both be a landlord and serve on this august body. Regardless, even if you do happen to be a landlord, this is still smart for you. You want to get paid, right? You'll get more protein if you collect eggs from a chicken for a year than if you slaughter it immediately. This will allow you to continue a lasting, beneficial arrangement with your tenants. After all, don't we want to give Mom and Pop the right to negotiate for themselves?

Communication from Public

Name:

Date Submitted: 04/21/2020 04:50 PM

Council File No: 20-0409

Comments for Public Posting: Please support and vote yes on this motion. Renters could not be evicted for an inability to pay rent on-time which is necessary during this pandemic, and fairer, reasonable rental repayment agreements could be established.

Communication from Public

Name: Kim D
Date Submitted: 04/21/2020 03:52 PM
Council File No: 20-0409
Comments for Public Posting: Keep people in their homes! Figure out a way to forgive the rent that people can not pay because they CAN NOT LEAVE and MILLIONS ARE UNEMPLOYED I am in support of this measure as the very least this council can do to help the work I g class.

Communication from Public

Name: Kimberly Dullaghan

Date Submitted: 04/21/2020 03:48 PM

Council File No: 20-0409

Comments for Public Posting: This is a no-brainer. Los Angeles already has a huge homeless population. It is your responsibility as leaders to keep people in their homes during this pandemic and after. Do the right thing for the people. You work for the people. Thank you.

Communication from Public

Name: Rory Kendall

Date Submitted: 04/21/2020 04:05 PM

Council File No: 20-0409

Comments for Public Posting: I am opposed to this item about reclassifying unpaid rent as consumer debt.

Communication from Public

Name:

Date Submitted: 04/21/2020 03:59 PM

Council File No: 20-0409

Comments for Public Posting: My family fled China and immigrated to America to escape persecution, imprisonment and death during Mao Zedong's "revolution". We came here with nothing but, through hard work we were able to persevere and regain and rebuild a life here in America that was taken from us in our homeland. By continuing that tradition of hard work I have been lucky enough to save enough money to buy a few small properties that now serve as income to me and my family. As I have commented on the other motions, in order to make any profit, we do all the work ourselves: maintenance, billing, accounting, etc... In order for us to keep the property running properly as well as pay our mortgage, utilities, the few employees that we have and all the vendors we use for work we cannot do ourselves we need the ability to collect rent. This motion to reclassify unpaid rent as consumer debt would put me in a very precarious position and possibly not allow me to keep my property. Forcing property owners to go to small claims court or civil court does not give me any relief since winning the case does not mean that I will actually be able collect anything. And furthermore it only damages the relationship between the tenant and property owner by forcing them to go through legal proceedings without having any clear outcome. While we understand that some action needs to be taken by the State, County and City governments to give some relief to those less fortunate they have not taken into consideration the needs and hardship of the property owners. These proposed motions will severely affect my ability to pay the mortgage on the property, to provide timely maintenance to the tenants, to take any action against a bad tenant to protect the good tenants, to maintain the condition of the property and pay for the utilities that we provide to our tenants. I strongly urge you to reconsider these motions (20-0407, 20-0409 and 20-0404) or give some relief to the property owners as well. By not doing this you will crush all of us who are not backed by a corporation or a conglomerate. We are part of this state, this city and we too are suffering.

Communication from Public

Name: juliet deem

Date Submitted: 04/21/2020 04:18 PM

Council File No: 20-0409

Comments for Public Posting: my income was drastically impacted by the economic crises posed by covid-19, after i was laid off in march. housing is a human right, and ownership of a rental property is not without risk. during this period of time in which my livelihood is largely impossible, i feel for those who have found themselves in even more dire straits, a community i assume is largely renters like myself. why not lend your constituents peace of mind in regards to a roof over their heads during this otherwise unpredictable and stressful time ?

Communication from Public

Name: Liberato DiBernardo
Date Submitted: 04/21/2020 09:27 AM
Council File No: 20-0409
Comments for Public Posting: STRONGLY OPPOSED!

Communication from Public

Name: William Friedman
Date Submitted: 04/21/2020 09:34 AM
Council File No: 20-0409
Comments for Public Posting: I strongly support this much needed measure to reclassify rental debt during this unprecedented crisis. City council must do all it can to protect renters in this difficult time.

Communication from Public

Name: Jacob Woocher
Date Submitted: 04/21/2020 09:35 AM
Council File No: 20-0409
Comments for Public Posting: PLEASE SUPPORT. This is super important to keeping people in their homes after the state of emergency ends. Most people will not be able to pay back all the rent within 12 months. It's vital that they not be evicted for it. PROTECT TENANTS. We are watching you all very closely.

Communication from Public

Name:

Date Submitted: 04/21/2020 10:07 AM

Council File No: 20-0409

Comments for Public Posting: RE: Item 38 (Council File 20-0409): Consumer Debt Motion
Dear Council: Commuting deferred rent from "rent owed" to consumer debt will only encourage tenants to not repay their obligations. Landlords are already in enough hot water with mortgages, property taxes, repair costs, payroll, maintenance, etc., all still the same outflow, with potentially vastly reduced income. This will force some landlords into the position of having to borrow cash to stay in business for the short term. Making tenant indebtedness so difficult to collect after the economy reopens will be a costly burden to landlords who provided a contracted service, but are also in position of being forced to do it at the cost of their investment.

Communication from Public

Name: Jane

Date Submitted: 04/21/2020 10:36 AM

Council File No: 20-0409

Comments for Public Posting: It's unconscionable to evict anyone for their inability to pay rent during the COVID-19 crisis. This is an essential measure to prevent a surge of homelessness following the end of the emergency.

Communication from Public

Name: David Potter

Date Submitted: 04/21/2020 10:42 AM

Council File No: 20-0409

Comments for Public Posting: I am encouraging you to vote no on agenda item #38 this is a poorly thought out agenda item and establishes an incredibly horrible precedent. There is absolutely no rational reason to convert rent to consumer debt. Small business owners in the City of Los Angeles should legally be allowed to reasonably operate their business under the guides of current law. Owners purchased property in the City of Los Angeles with the understanding they would have certain legal protections. The laws needs to stay in place. Please do not establish a precedence that violates individual's constitutional rights.

Communication from Public

Name: Shmuel

Date Submitted: 04/21/2020 08:24 AM

Council File No: 20-0409

Comments for Public Posting: Converting past due rent to consumer debt would make it nearly impossible to collect. Even if a judgement is obtained, to find a way enforce the judgement would be very difficult. Many renters don't have bank accounts and get paid cash. By doing this, you are basically allowing for the rent to be forgiven because there will be no way to collect. I understand that tenants are struggling but so are landlords. It's unfair to represent only some the cities citizens while ignoring others. You were elected to represent everyone and everyone's best interests.

Communication from Public

Name: Jim Vollmer

Date Submitted: 04/21/2020 08:32 AM

Council File No: 20-0409

Comments for Public Posting: Item 38 (Council File 20-0409): Consumer Debt Motion – would re-classify unpaid rent as consumer debt not subject to the unlawful detainer process. The City of Los Angeles’ eviction moratorium ordinance provides renters with twelve (12) months following the expiration of the local emergency to repay any unpaid rent due. This proposal would establish that at the conclusion of the twelve (12) month repayment period, any unpaid deferred rent would be deemed “consumer debt”. What does this mean for property owners? I would not be able to utilize the eviction process to collect the unpaid deferred rent resulting from the COVID-19 pandemic and would be left with no other option but to advance a civil action in Small Claims Court depending on the amount owed. Please reject - vote NO

Communication from Public

Name: Brad Sagal

Date Submitted: 04/21/2020 12:06 AM

Council File No: 20-0409

Comments for Public Posting: My name is Brad Sagal. I am a member of the Healthy LA coalition, the largest coalition of labor unions, tenants unions, civic organizations and religious congregations in the city. I am a lifelong Angeleno and I love this city. I want to see this city be the best it can be. I support full, universal rent forgiveness. Housing is a human right. Operating a business such as an apartment building is a privilege. I acknowledge that this motion is a step in the right direction and I would like to commend Councilmen Bonin, Ryu, and Harris-Dawson for introducing it. I support the motion.

Communication from Public

Name: Richard Klug

Date Submitted: 04/21/2020 09:02 AM

Council File No: 20-0409

Comments for Public Posting: Oppose. Bad for the Housing industry as it makes it much more difficult to collect deferred rent. Less money for building operations and a windfall for wealthy tenants.

Communication from Public

Name: George

Date Submitted: 04/21/2020 09:23 AM

Council File No: 20-0409

Comments for Public Posting: Please Vote AGAINST this MOTION. It is very disturbing to see the City of Angeles enacting one resolution after another limiting my ability to manage my property and to collect reasonable rents as controlled by the RSO rules. I understand that some of my tenants do not work right now but they are getting the \$1200 from the federal government and I hear \$1000 from the county, though most of them work from home and paying their rent is not a hardship. In the meantime when you are encouraging tenants not to pay rent, and ask owners to provide free housing to the multitudes, you want me as an owner to pay all of the required expenses like paying mortgage, various expenses, insurance and maintain my income property in a safe and sanitary manner. Your previous resolutions have allowed tenants to introduce animals into their units with somehow adverse effects to some of my tenants who are allergic to pets. All your hostile actions against apartment owners, will result for lot of owners to default and loose their investments with disastrous results to the city's financial system the tax base of this city, and investments into multifamily properties in the city. Again, Please vote AGAINST this MOTION

Communication from Public

Name: Patrick DiBernardo

Date Submitted: 04/21/2020 09:09 AM

Council File No: 20-0409

Comments for Public Posting: STRONGLY OPPOSE. Who is going to help the retired owner whose sole income is based on rental income??? The city seems to find a way to fill the pockets of tenants every single month all year around You can't help the landlords for a short time while there's a pandemic!?

Communication from Public

Name: Ameri Corps Member LA

Date Submitted: 04/21/2020 01:11 PM

Council File No: 20-0409

Comments for Public Posting: Hello I am commenting in support of Council File 200409 to Reclassify Unpaid Rent and Consumer Debt. In Los Angeles renters are mostly people who are unable to currently own property. The ability to own property is not only an ability to make a set income off a portion of several people's fluctuating incomes. This is an opportunity that is rare and like many other investments, comes with risk of loss. Investment loss is common and there are systems for investors to recover from losing on their investments. Renters are humans who have been affected on multiple levels. Some have lost their jobs, some have lost their lives, some have lost their family members. To compare a loss of investment to a loss of life is not taking responsibility for the systems that have failed renters and landlords during this national crisis. Landlords will lose more on their investments if they do not support protections for renters today. Los Angeles renters deserve relief that their access to shelter is secure despite ability to contribute to a landlords investment. Please pass these measures to protect individuals that rent. In addition consider protections for landlords so they wont lose their business just because they wont suck the blood of their tenants.

Communication from Public

Name: Danielle Leidner-Peretz
Date Submitted: 04/21/2020 01:18 PM
Council File No: 20-0409
Comments for Public Posting: Public comment for Council File 20-0409



"Great Apartments Start Here!"

Danielle Leidner-Peretz
Director, Government Affairs &
External Relations
danielle@aagla.org
213.384.4131; Ext. 309

April 21, 2020
Via Electronic Mail

Members of the Los Angeles City Council
City Hall
200 North Spring Street
Los Angeles, California 90012

Re: Council Files 20-0407 (Agenda Item 37), 20-0409 (Agenda Item 38), and 20-0404 (Agenda Item 39)

Dear Members of the Los Angeles City Council:

On April 22, 2020, the City Council will be considering three motions related to the COVID-19 pandemic and prohibitions during the local emergency period. Throughout the pandemic, the Apartment Association of Greater Los Angeles (AAGLA) has continually urged the City Council to take a balanced approach in recognition of the detrimental impacts of COVID-19 on **both** the City's residents and rental housing providers, all of whom need support during these most difficult and uncertain times. AAGLA strongly opposes these measures and urges the City Council to focus on equitable solutions such as an emergency rental assistance program, agenda item 66, which is a direct and impactful means to assist renters and rental housing providers, and to reject measures that will cause further economic instability, the loss of already limited affordable housing and potential loan defaults and increased litigation.

- **Rent Increase Freeze - Agenda Item 37 (Council File 20-0407)**

On March 30, 2020 Mayor Garcetti issued an Executive Order instituting a rent freeze on occupied rental units subject to the City's Rent Stabilization Ordinance (RSO), which was made effective March 30th and is to continue for sixty (60) days following the conclusion of the local emergency period. The motion under consideration would expand the scope of the rent freeze retroactively to March 4th and through ninety (90) days following the end of the local emergency. Further, the motion seeks to make the rent freeze applicable to all the City's rental units, including non-RSO units.

Since April 1st, pursuant to the Mayor's Executive Order, no rent increases can be applied to occupied RSO units. Instituting the rent freeze retroactively to March 4th will place further financial and administrative burdens on rental housing providers by requiring that they issue refunds to

renters who received a legally permissible rent increase before March 30th, many of whom may now not be paying rent pursuant to the City’s eviction moratorium. Regarding applicability to the City’s non-RSO units, we do not believe that the City has the legal authority to institute such restrictions and is preempted from doing so by State law.

- **Classifying Unpaid Rent As Consumer Debt – Agenda Item 38 (Council File 20-0409)**

This motion proposes to re-classify unpaid rent as consumer debt, not subject to the unlawful detainer process. Through the temporary urgency ordinance, renters are provided with twelve (12) months following the expiration of the emergency period to repay unpaid rent due. As the pandemic continuously evolves, the duration of the emergency period is unknown and as a result the date upon which the repayment period will begin remains unclear.

During the emergency, rental housing providers, who are also experiencing financial hardships due to the pandemic, are being required to provide interest free loans to their customers for over a year. A requirement that has not been imposed on any other business. Re-classifying any deferred unpaid rent after a year as consumer debt would impede collection of such rent and raises other concerns. Unlike unsecured consumer debt, the payment of rent is based upon a mutually agreed upon lease agreement. There is also a court system specifically established to review and resolve disputes concerning unpaid rent. While the COVID-19 pandemic has necessitated government action, such action must not undermine the judicial system and the fundamental principles that are the linchpin of rental housing and the basis of lease agreements.

The proposal being advanced eliminates the most effective, legally permissible procedure to ensure repayment, compelling housing providers, who may not have received all or portions of past due deferred rent for more than a year to continue to provide housing to the renter who has failed to repay deferred rent, into civil litigation to obtain a judgment that they may never be able to collect. While the City’s urgency ordinance specifically states the ordinance does not eliminate any obligation to pay lawfully charged rent, this proposal would serve to disincentivize any renter afforded these protections from fulfilling their rent repayment obligations while simultaneously precluding the rental housing provider from initiating an otherwise legitimate unlawful detainer proceeding. This proposal will result in housing providers incurring losses, which will likely be passed on to new renters in the form of higher rents. The equitable solution is for the City to assist renters who are unable to repay deferred rent through a City funded rental assistance program, not by converting unpaid rent into consumer debt which may never be collected.

- **Prohibition on Tenancy Terminations – Agenda Item 39 (Council File 20-0404)**

Both Governor Newsom and the Judicial Council have issued orders suspending unlawful detainer actions during the emergency period and for a designated time period following the conclusion of the emergency. The motion under consideration goes beyond the intent of the Governor’s Order and the Judicial Council’s actions by prohibiting a rental housing provider from even issuing a 3-day notice to a renter who, for example, is creating a nuisance or engaging in illegal activity affecting other renters at a property. The proposal takes away a rental housing provider’s ability to address these issues as they arise and preserve future rights, by creating the

potential of a finding that the housing provider has waived the right to seek a cure of the breach by failing to timely object. It is vital that rental housing providers be permitted to issue a notice of termination so that they can preserve their right to later commence an unlawful detainer action as warranted.

The COVID-19 pandemic has significantly affected, through no fault of their own, City residents and businesses alike. The proposals discussed herein and under consideration at the April 22nd City Council meeting will accomplish very little in effectively alleviating the financial and related hardships facing the City today and in the coming days or facilitate the economic rebound ahead.

Thank you for your time and consideration of these matters. If you have any questions, please call me at (213) 384-4131; Ext. 309 or contact me via electronic mail at danielle@aacla.org.

Very truly yours,

Danielle Leidner-Peretz

Danielle Leidner-Peretz

Communication from Public

Name: Alanna Holt

Date Submitted: 04/21/2020 12:37 PM

Council File No: 20-0409

Comments for Public Posting: A surge of unhoused people will certainly flow from allowing rental debt to be a cause of eviction. The economy has shrunk seemingly overnight, unemployment is below 50 percent, how do we expect renters to pay back rent. Even when the health emergency lifts, LA will be deep in a recession for years to come. Please convert rental debt to consumer debt.

Communication from Public

Name: Brittany Sternberg

Date Submitted: 04/21/2020 12:30 PM

Council File No: 20-0409

Comments for Public Posting: This is a must right now for renters. I think this benefits landlords and tenants at the same time. No one wants to spend the money going through the eviction process and the cost of having an empty unit on the market. Forcing landlords to work with tenants is beneficial. Landlord will be repaid based off of an affordable plan and we won't increase our homeless population by evicting tenants.

Communication from Public

Name: Ron Toews

Date Submitted: 04/21/2020 12:13 PM

Council File No: 20-0409

Comments for Public Posting: Dear Honorable Members, I own a few apartment buildings in the City of Los Angeles and I strongly oppose Items 37, 38 and 39 on the Wednesday, April 22nd City Council agenda. I realize that many of the renters in the City have lost their jobs or had their hours severely reduced and that in many cases their income has fallen dramatically. Such people are certainly in need of financial assistance to enable them to get through this very difficult time. However it is very unfair to ask property owners to shoulder so much of this burden. A more equitable approach would be to make resources available to renters that are unable to pay their rent so that they can afford to continue to pay the rent that is due. The approach of saying renters can just defer their rent will cause many landlords to be unable to pay their own obligations and will cause many of us to need to eliminate many of our own employees and reduce or eliminate planned upgrades to buildings and similar beneficial elective projects. Many property owners are already suffering financial hardship from the interruption of the April rent. Although many of my renters paid their April rent, a great many have already advised that they will not pay the May rent or months in the future so long as the City allows. In some cases it is because they are unable to, but in far more cases, they have simply decided to not pay because they say they have been told that they do not need to. The already lengthy and cumbersome eviction process for nuisance tenants, including tenants who may be conducting criminal activities at a property or are disturbing the quiet enjoyment of other residents at a property would come to a halt under the proposals. This would be a very unfortunate outcome for not only property owners who are facing a great deal of uncertainty and distress already while trying to work with other tenants but also for those other tenants who would like to live in a building free from these sorts of bad actors. Please do not further exacerbate the hardships of property owners by adopting Items 37, 38 and 39 on the Wednesday agenda. Instead, please try and fashion assistance for deserving renters that does not cause property owners to bear the entire cost of the help for renters. Rental assistance for deserving renters is a very sound idea, but it should be funded from the coffers of the City, not from the dwindling bank accounts of the property owners. Thank you for your careful consideration of this important matter.

Communication from Public

Name: Sarah C

Date Submitted: 04/21/2020 12:05 PM

Council File No: 20-0409

Comments for Public Posting: I own a duplex in Sycamore Square and live in the upstairs unit. My tenants, who live downstairs, pay more than half of my mortgage. I have owned the property since 2010 and have always relied on the rental income to pay the bills. I do not see a profit on this property and if I don't have the ability to collect deferred rent due to one of these laws or proceed with eviction to get them to pay deferred rent, I could face losing MY home. Yes, I would be homeless but my tenants would still have a place to live. This is unjust. For landlords like myself who depend on the rent to stay in my home, these laws would make it impossible for me to maintain and keep my property. I doubt this has been considered or is the intention of these new laws. I respectfully ask that you and your fellow council members consider the impact of these laws on those who own smaller properties in which we inhabit one of the units. I am not a big corporation or landlord with dozens of units that turn a profit. I can't carry the mortgage alone and never have. I'm a single woman who owns a duplex that is paid for with income from my rental unit. Provisions for those who own smaller properties or owner-occupied properties need to be considered in any laws you might pass to protect all of us. It can be done. Please remind Councilman Ryu that it's an election year and he should remember who votes in his district. I am not a big developer or property owner but my vote does have power. I have a wide network as a former Sycamore Square board member and will use whatever power I have to get my voice heard and supported. I pay my property taxes (yes, the payment due on April 10 has been remitted) and have invested a lot in this property. Please don't put my home at risk. Thank you, Sarah

Communication from Public

Name: Jay Schoenfeldt
Date Submitted: 04/21/2020 11:13 AM
Council File No: 20-0409

Comments for Public Posting: I strongly urge you to oppose item 38. I am a small mom and pop landlord who provides quality housing to my tenants in the City of Los Angeles. Many landlords are small businesses, like myself, being economically affected like the rest of our country. We are not in the business of providing housing at our expense for the general population. In order for us to provide safe, quality housing, we need the money coming in from tenants to maintain our buildings. We use this money to pay the mortgage, property insurance, utilities, and property taxes. If my tenants do not pay me, I cannot pay my mortgage and that will unfairly affect my ability to maintain my buildings and provide the quality housing for which I strive. I am empathetic with any person struggling financially through this epidemic. However, allowing a tenant to continue to occupy a rental unit without paying rent and without giving the landlord the right to evict said tenant for unpaid rent will not help the situation in the big picture. The collateral damage of this measure will create deferred maintenance, ill will and more foreclosures which, by the way, FYI If it is a HUD foreclosure; HUD has the authority to supersede Los Angeles' rent control ordinance and remove rent stabilized tenants. I understand that this measure supports mortgage payment suspension, but the City of Los Angeles does not have the authority needed to provide this security. In short this Item is transferring ones hardship from tenant to landlord; this will create more problems that need to be solved rather than one initial problem. Would you be willing to pay for a tenant's housing expenses out of your own checkbook? I don't think so. Please oppose item 38. Please oppose to Item 38

Communication from Public

Name:

Date Submitted: 04/21/2020 10:47 AM

Council File No: 20-0409

Comments for Public Posting: Edgewood Properties 720 North Spaulding Ave. LA 90046 Dear Council Members, My wife and I are property owners with a small six unit rental business. The covid pandemic has already encouraged several tenants to avoid or stall rent payments which are our sole source of income. Further State and local landlord restrictions are a hardship to us as small business owners. We feel that the upcoming .issues 37-38-39-68 are further stumbling blocks to our survival. Please consider our position and do not implement these further unfair burdens. We have been proud residents of Los Angeles since 1958. Sincerely, Neil and Patricia Seidel

Communication from Public

Name: Geoffrey

Date Submitted: 04/21/2020 10:48 AM

Council File No: 20-0409

Comments for Public Posting: Los Angeles residents suffering under Covid-19 require two basic necessities: food and shelter. Yet, only one of these necessities is under scrutiny and attack by the City Council -- shelter. Is the City Council placing undue burdens on food providers during this time? No, they are hoping Trader Joe's, Ralphs, Vons and others stay in business and keep the food chain intact. Housing providers offer shelter -- a key necessity. Yet rather than partner with housing providers, the City Council repeatedly undermines our ability to provide housing. 20-0409 is poor choice. It removes a property owners ability to use the one and only tool we are given by the City of LA to leverage if a tenant refuses to pay deferred rent resulting from Covid-19 -- unlawful detainer. Rather than undermine the housing providers, who are struggling to keep properties and tenants in them, the City Council should focus on helping tenants pay rent and supporting housing providers, not villainizing us with another piece of legislation that will eventually collapse housing altogether.