

## Communication from Public

**Name:** Stephen P Dickey

**Date Submitted:** 05/05/2020 12:49 PM

**Council File No:** 20-0522

**Comments for Public Posting:** As a mom-and pop senior landlord of one apartment building we know housing providers are not in the eviction business and are not seeking ways to evade the provisions of temporary eviction moratorium. The civil remedies proposed are excessive and simply unfair. Further, establishing two separate standards for the awarding of attorney's fees is inequitable and inappropriate. Housing providers should not be required to obtain a court determination that the renter's action was frivolous in order to be eligible for reasonable attorney's fees. With regard to the added notice requirements, providing a second notice relative to the protections of the ordinance would be administratively burdensome as you have already provided similar notice to your renters based on the original ordinance requirements. Further, the notice should be provided in the same language as was provided in the lease agreement as that should be reflective of the predominant language of the renter.

## Communication from Public

**Name:** Danielle Leidner-Peretz  
**Date Submitted:** 05/05/2020 05:23 PM  
**Council File No:** 20-0522  
**Comments for Public Posting:** Public comment for Council File 20-0522.



*"Great Apartments Start Here!"*

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

May 5, 2020  
**Via Electronic Mail**

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

**RE: 20-0522-** Relative to Providing Additional Protections For Residential Tenants, Including Providing Tenants With a Private Right of Action and Prohibiting Landlords From Trying to Take Tenant's Stimulus Money (Agenda Item 2 & 3)

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Dear Members of the Los Angeles City Council:

On March 27, 2020 the Los Angeles City Council adopted a Temporary Eviction Moratorium prohibiting certain types of evictions during the COVID-19 pandemic. At the May 6<sup>th</sup> City Council meeting, the Council will consider adoption of an ordinance which would expand on the City's eviction moratorium provisions by requiring additional owner notice requirements, providing renters with a private right of action, imposition of civil penalties of up to \$15,000 per violation and administrative citations. The Apartment Association of Greater Los Angeles (AAGLA) is opposed to the proposed expansion of the temporary eviction moratorium and urges the Council to consider the issues and recommendations set forth herein.

Moreover, as the proposed ordinance was not posted until late in the afternoon on May 4<sup>th</sup>, there has been limited opportunity for review and stakeholder feedback. Accordingly, we urge the Council to delay action on this matter to allow for essential review and discussion.

**Owner Notice Requirements**

The current eviction moratorium included a notice requirement requiring housing providers to provide notice to their renters of the protections afforded under the moratorium within thirty (30) days of the effective date of the ordinance. This notice period has since concluded.

The proposed ordinance under consideration would require owners to provide a second



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and very similar notice to their renters utilizing a form provided by the Los Angeles Housing and Community Investment Department (HCID+LA) within fifteen (15) days of the effective date of the new ordinance and on an ongoing basis with the issuance of any eviction related documents during the duration of the local emergency and for a period of twelve (12) months thereafter. Additionally, owners are required to provide the notice in English and the language predominately used by each renter.

Housing providers having fulfilled the City’s original notice requirements would now be required to provide a secondary notice related to the temporary eviction moratorium, as well as providing this notice anytime they communicate with a renter, long after the emergency has passed. These requirements are administratively burdensome and confusing, to both housing providers and renters.

We urge the City Council to amend this provision and enable the housing provider to provide the notice, once, in English and in the language of the lease agreement which is most likely to reflect the language predominantly used by the renter and would align with State law.

#### **Government Relief Program Funds- Intimidation or Coercion**

The proposed ordinance states “No Owner shall influence or attempt to influence, through fraud, intimidation or coercion, a residential tenant to transfer or pay the Owner any sum received by the tenant as part of any government relief program.”

One of the primary missions of the Apartment Association of Greater Angeles (AAGLA) is to increase professionalism among rental housing providers and to promote compliance with applicable laws and regulations. The Association does not condone or tolerate any form of renter harassment by our members under any circumstances.

We do not believe that a housing provider’s general inquiry relative to a renter’s source of income, used to assess a renter’s inability to pay rent due to circumstances related to COVID-19, should be considered within the scope of the provisions. Moreover, the proposed language is very broadly written and as a result, any rent paid with funds provided through a government relief program to a housing provider could potentially cause the housing provider to be liable for accepting such funds. Accordingly, we urge the Council to provide clarifying language and possibly cite examples to make the City’s intended prohibition clear.

#### **Private Right of Action – Civil Penalties and Reasonable Attorney’s Fees and Costs**

Housing Providers are not in the eviction business and are not seeking to evade the provisions of the City’s Temporary Eviction Moratorium. While the City Attorney’s letter provides an example of the type of conduct that this provision is seeking to address, no data has been provided demonstrating a widespread occurrence of this conduct or the necessity for a private right of action.



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During this unprecedented global pandemic, government action affecting rental housing has been taken at all levels. On the issue of temporary eviction moratoriums alone, Governor Newsom, Mayor Garcetti, the California Judicial Council, the Los Angeles County Board of Supervisors and this City Council have all instituted regulatory restrictions and requirements. These orders and ordinances are being issued and adopted with minimal notice and have led housing providers and renters alike to be confused over which order or ordinance is applicable to them. It has been increasingly more challenging for everyone to stay up to date on the multitude of ever-changing regulatory requirements, let alone to remain in compliance.

Many of our members are small property owners and retirees, living on modest incomes with limited financial reserves to get through the duration of the emergency. The freeze coupled with the City’s twelve (12) month from end of the declared emergency deferred rent repayment requirements, which mandates that housing providers provide interest free loans to renters for a yet to be determined time period, will have potentially devastating effects on the City’s rental housing providers. The addition of a private right of action and excessive civil penalties and the potential for multiple lawsuits during a time of emergency is unwarranted and will serve to exacerbate their financial hardship as even a minor violation such as providing a delayed notice, innocently caused by a lack of awareness of a recent law change, could result in costly litigation.

The private right of action and associated civil penalties of up to \$15,000 per violation are excessive and unnecessary. Courts already have the authority to issue punitive damages in cases where a determination of malicious intent has been established.

The proposal also provides for the award of attorney’s fees and costs, setting forth two separate standards for the awarding of such fees. While prevailing renters may be awarded fees and costs, prevailing housing providers are required to obtain a court determination that the renter’s action were frivolous in order to be eligible for reasonable attorney’s fees and costs. This disparity is inequitable and inappropriate.

Based on the above issues, we urge the Council, in lieu of a private right of action and excessive civil penalties, to incorporate administrative fines of up to \$1,000 as part of the proposed administrative citations, which is comparable to other local eviction moratoriums.

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

Very truly yours,

*Danielle Leidner-Peretz*

Danielle Leidner-Peretz

## Communication from Public

**Name:** Marc Chopp

**Date Submitted:** 05/05/2020 06:32 PM

**Council File No:** 20-0522

**Comments for Public Posting:** I would like to express a strong opposition to this proposed ordinance. I own a property management company managing approximately 5,000 apartments in the City of Los Angeles. We are not in the eviction business and are not seeking ways to evade the provisions of temporary eviction moratorium. The civil remedies proposed are excessive and simply unfair. Further, establishing two separate standards for the awarding of attorney's fees is inequitable and inappropriate. Housing providers should not be required to obtain a court determination that the renter's action was frivolous in order to be eligible for reasonable attorney's fees. With regard to the added notice requirements, providing a second notice relative to the protections of the ordinance would be administratively burdensome as we have already provided similar notice to our renters based on the original ordinance requirements. Further, the notice should be provided in the same language as was provided in the lease agreement as that should be reflective of the predominant language of the renter. Please be aware that we have worked very hard with our tenants over the past two months in order to accommodate them with deferring the rent and at times discounting the rent to make it easier for them to pay. This has come at a tremendous cost to the buildings, but even so we continue to maintain the buildings as we have in the past. Many owners have to come with funds out of pocket since there isn't enough income coming in now. The City keeps making it harder and harder on property owners. Quite honestly, property owners are feeling like they are the scapegoat of this crises. What have we done to deserve this kind of treatment? While there may be some bad landlords, the vast majority of landlords actually care about their tenants and are looking to help them when necessary. Don't pick on one specific industry and ask them to bear the entire burden of this crises.

## Communication from Public

**Name:** Michael Beatty

**Date Submitted:** 05/05/2020 09:00 PM

**Council File No:** 20-0522

**Comments for Public Posting:** As the owner of a two unit house, this law would be unfair to have to pay the penalty. This should not be on the backbones of landlords. This proposed law is WRONG and it should deleted.

## Communication from Public

**Name:** David Potter

**Date Submitted:** 05/05/2020 10:21 PM

**Council File No:** 20-0522

**Comments for Public Posting:** I urge you to vote no on Agenda items # 2 and # 3 The most important thing I have to say we need more housing in Los Angeles City. Currently the City of Los Angeles is doing a very good job at driving away future new housing and potential developments. In a short 6 week period the City has attempted to pass and has passed ordinance regarding rental units that would drive any rational developer or builder out of the City of Los Angeles. We need to be embracing new housing not running it off with obscure and crazy ordinances. Stop the eviction moratoriums we are not in the eviction business but the City of Los is forcing many small business owners in this direction. The civil remedies are simply crazy and unfair and awarding attorney's fees is inappropriate. Regarding the added notice requirements they are onerous and unnecessary. Small business owners are not the administrative assistance of Los Angeles City Council. If you guys want notices sent out it should be done by the City of Los Angeles



## Communication from Public

**Name:** Leslie Hope

**Date Submitted:** 05/05/2020 01:51 PM

**Council File No:** 20-0522

**Comments for Public Posting:** Housing providers are not in the eviction business and are not seeking ways to evade the provisions of temporary eviction moratorium. The civil remedies proposed are excessive and simply unfair. Further, establishing two separate standards for the awarding of attorney's fees is inequitable and inappropriate. Housing providers should not be required to obtain a court determination that the renter's action was frivolous in order to be eligible for reasonable attorney's fees. With regard to the added notice requirements, providing a second notice relative to the protections of the ordinance would be administratively burdensome as I have already provided similar notice to my renters based on the original ordinance requirements. I strongly believe that some of the city council members, rather than protecting renters, are exploiting these draconian COVID measures to advance an agenda that favors developers who are giving them kickbacks and other gifts (cf Mitch Englander and Jose Huizar). With the 2028 Olympics on the way, a modern day gold rush is on. I'm constantly being contacted by developers and their agents offering cash for my property. When I block them on my phone or toss their letters, they sneak into my texts. With ordinances that are so blatantly unfair to Mom n Pop housing providers, the Council is essentially handing over our properties to these developers at fire sale prices. These developers will be able to "steal" our properties build high end apartments and higher density that are not subject to rent control, ruining existing, livable neighborhoods in the process.

## Communication from Public

**Name:** Peter Ronay

**Date Submitted:** 05/05/2020 01:44 PM

**Council File No:** 20-0522

**Comments for Public Posting:** I am a landlord with units in the city of Los Angeles and also represent numerous clients in the city of L.A. both as landlords and tenants. I strongly urge that above item numbers as to amending Article 14.6 of Chapter IV of the Los Angeles Municipal Code be denied. 1. The proposed expanded ordinance is definitely NOT a “measured response” to the current status of C-19. 2. It dramatically increases the burdens on the landlord by decreasing the landlord’s income without any consideration of the obligations which a landlord must continue to meet to its creditors as well as to maintain the rental property so as to not violate the law. 3. The proposal extends to ALL residential units, even single family residences which are outside the scope of Rent Stabilization Ordinance. 4. The proposal unilaterally and retroactively alters the contractual terms of all lease agreements. 5. The propThe proposal is an interference with the unlawful detainer statutes which are provided as a statewide solution to problems landlords face when they have tenants who are not complying with their lease obligations. 6. Rent is a property right that accrues from the owner’s decision to give possession to another. So the effect of the proposed ordinance is to take the property right of a landlord without due process. 7. The intent of the proposal is to assist Tenants. 8. The long term effect of the proposal is to drive landlords out of the market which will harm everyone, not just landlords and tenants.

## Communication from Public

**Name:** G. Bartolotti

**Date Submitted:** 05/05/2020 01:19 PM

**Council File No:** 20-0522

**Comments for Public Posting:** Dear Council member: Please vote NO. I am no longer a “mom & pop” owner. I was recently widowed (October 2019) am now just a “mom’ owner and only have one rental unit that provides for my livelihood. For 50 years my husband and I have been providing a beautiful home where approximately a dozen families’ has lived. All these years without a single issue. We worked our whole life to save so that we could live comfortably in our retirement years. Now you have taken away my right to property. My one tenant is claiming they don’t have to pay rent. She moved in two other individuals which will increase cost to me. My mortgage, utilities, taxes and insurance are still due. And I have to ensure the property’s upkeep and maintenance We understand and sympathize with all those negatively impacted by this terrible pandemic. However the current and proposed ordinances are shifting the financial burdens to people like me. I am not a large corporation. I should not have to take a loan to keep my home. This is just not correct.

## Communication from Public

**Name:** Linhda T

**Date Submitted:** 05/05/2020 02:22 PM

**Council File No:** 20-0522

**Comments for Public Posting:** I am writing to you as part of the Coalition of Small Rental Property Owners, a new and growing grassroots alliance of “mom-and-pop” landlords advocating for true housing assistance that protects both Renters and Landlords. Our Coalition is made up of "mom and pop" landlords who provide safe housing to renters primarily in Los Angeles City Council Districts 8 and 10. Here are some concerns of "mom and pop" landlords that need media exposure:

- Relief to Renters must not be placed on the backs of Landlords
- o Landlords need to be made whole in connection with relief being provided to Renters
- o Landlords are being forced to act as lenders to their tenants
- o Under the current eviction moratorium in the City of Los Angeles, tenants have 12-months to pay-back rent that was not paid during the emergency with no mechanism built in to ensure Landlords are able to collect one dollar of that back rent.
- o Landlords are being forced to house their tenants for free even though they must still pay the mortgage on these properties
- o The 3-month mortgage forbearance being offered by some banks is inadequate (whether repayment is due in a lump sum in 90 days or added to the end of the loan). A huge gap exists between what is expected from Renters (12 months to repay back rent with no consequences for not doing so) and from Landlords (90 days to repay back mortgage with foreclosure as the consequence for not doing so).
- Housing is an essential business in all communities
- o Landlords provide safe housing to people who are being ordered to stay at home
- o Mom and pop landlords do not qualify for relief offered to small businesses
- o Mom and pop landlords are natural affordable housing providers operating on small margins ? Often not raising rent for years in exchange for retaining good longstanding tenants who might otherwise move out and, thereby, contributing to stable communities
- Foreclosures will devastate families and communities
- o Real estate ownership is one of the greatest opportunities for African Americans to create generational wealth to be passed on and built upon for the financial security of generations to come. All of this is at risk.
- o Most “mom and pop” landlords rely on rental income to pay the mortgage, taxes, insurance, utilities and maintenance of their properties. The loss of this income makes foreclosure a real possibility in the not so distant future. For many "mom and pop" landlords, losing their

properties will strip them of their current income and planned retirement income. o Large companies who do not care about tenants will buy up foreclosed properties and renters will lose in the long run o This situation may encourage landlords to be less lenient moving forward out of fear of being taken advantage of in the future o Landlords who might otherwise charge below market in an effort to support the economically vulnerable, will think twice about doing so o These landlords are often a natural affordable housing provider operating on small margins. Many have not increased rent in years, opting instead to ensure the retention of quality tenants, which helps to stabilize the community. • Renters' Assistance o An acceptable solution would be a Rent Voucher Program (similar to Section 8) where funds are designated specifically for payment of rent and goes directly to the Landlord o If a Renter is unable to substantiate sufficient financial hardship due to COVID-19, then they will not be eligible for any such voucher program. Similarly, if a tenant is unable to prove their inability to pay rent is due to COVID-19, then landlords should be permitted to pursue an unlawful detainer action and should not be forced to offer free housing to tenants. o We would like the government to provide relief to renters but that relief must take homeowners into consideration and make them whole

## Communication from Public

**Name:** Darren Hubert

**Date Submitted:** 05/05/2020 02:30 PM

**Council File No:** 20-0522

**Comments for Public Posting:** "MOTION (MARTINEZ - PRICE) relative to providing additional protections for residential tenants, including providing tenants with a private right of action and prohibiting landlords from trying to take tenants' stimulus money." The language used in this motion is highly offensive. Stimulus money has been sent out with the intention of people being able to pay bills and survive. Why is paying the landlord "taking"? Your choice of language is important. It sets the tone for tenants and how they interact with their landlords and has created much divisiveness where it is not needed. You work so hard to protect tenants at the expense of landlords. I assure you there are tenants that need and deserve help but there are also those that do not and the council is not taking the time or putting in the effort to separate them. Your language and actions isolate a small group of private individuals to pay the bill for this terrible pandemic. I want to help those in need. Please take the time to qualify tenants in need and coordinate with landlords and tenants in this process.

## Communication from Public

**Name:** Abraham Assil

**Date Submitted:** 05/05/2020 02:40 PM

**Council File No:** 20-0522

**Comments for Public Posting:** Dear Chief Justice Cantil-Sakauye and Members of the Judicial Council: Thank you for allowing us to be present In your thoughts as items 2-3 are being raised. I have had the opportunity to make my small business, and the fate of my employees known in my previous response to Request for Amendment to Emergency Rule 1 adopted on April 6, 2020. It is critical for small rental operators to have the same liberties, and justices that stabilize our market as a whole. It is with great importance that the council know I have been a provider of housing for over 40 years throughout our great state. Housing providers are not in the eviction business, and are not seeking ways to evade the provisions of temporary eviction moratorium. Further, establishing two separate standards for the awarding of attorney's fees is inequitable and inappropriate. Housing providers should not be required to obtain a court determination that the renter's action was frivolous in order to be eligible for reasonable attorney's fees. With regard to the supplemental notice requirements, providing a second notice relative to the protections of the ordinance would be administratively burdensome as you have already provided similar notice to your renters based on the original ordinance requirements. Further, the notice should be provided in the same language as was provided in the lease agreement as that should be reflective of the predominant language of the renter. We would greatly appreciate the councils time, and consideration in this pressing matter. Very respectfully, Abraham Assil

## Communication from Public

**Name:** Rajesh Kamra

**Date Submitted:** 05/05/2020 02:47 PM

**Council File No:** 20-0522

**Comments for Public Posting:** I would like to state that, we as, housing providers are not in the eviction business and are not seeking ways to evade the provisions of temporary eviction moratorium. The civil remedies proposed are excessive and simply unfair. Further, establishing two separate standards for the awarding of attorney's fees is inequitable and inappropriate. Housing providers should not be required to obtain a court determination that the renter's action was frivolous in order to be eligible for reasonable attorney's fees. With regard to the added notice requirements, let the City Council know that providing a second notice relative to the protections of the ordinance would be administratively burdensome as you have already provided similar notice to your renters based on the original ordinance requirements. Further, the notice should be provided in the same language as was provided in the lease agreement as that should be reflective of the predominant language of the renter.



## Communication from Public

**Name:** Roxbury Management Company

**Date Submitted:** 05/05/2020 04:23 PM

**Council File No:** 20-0522

**Comments for Public Posting:** Roxbury Management Company PO Box 1345 Beverly Hills, CA 90213 May 5, 2020 Los Angeles City Council 4301 S. Central Avenue Los Angeles, CA 90011 Re: Amendments to the Existing Eviction Moratorium Ordinance To whom it may concern: This letter is to express our strong opposition to the proposed amendments to the existing eviction moratorium ordinance. We are a small family business that has been around for nearly 80 years. We try very hard to do the right thing. We operate many apartment communities in the LA area. Housing providers are not in the eviction business and are not seeking ways to evade the provisions of the temporary eviction moratorium. The civil remedies proposed are excessive and simply unfair. Further, establishing two separate standards for the awarding of attorney's fees is inequitable and inappropriate. In addition, providing a second notice relative to the protections of the ordinance would be administratively burdensome. Thank you for your anticipated assistance in voting "NO" to amend the current eviction moratorium ordinance. Very Truly Yours, Roxbury Management Company Maynard M. Brittan & Family

## Communication from Public

**Name:** Francois Vaillancourt

**Date Submitted:** 05/05/2020 05:01 PM

**Council File No:** 20-0522

**Comments for Public Posting:** Agenda items 2 and 3 I cannot believe the City's proposed action. I am 77 years old and partially retired. I own and managed a small apartment business and the buildings are getting older. Maintenance costs are climbing each year and the City adds requirements. Are we the enemy? No evictions mean abuse of the property owner is certain. And to boot, the City wants to provide representation for improper action. What I imagine will happen is that more people (not on the contract) will move in. My costs for water, etc. will go up. Trash will be a problem and so will recycling of items. Does the City really want to label me a criminal and at the same time force me to go to court when court dates will not be available for the foreseeable future. I suggest you have some pity on me. I still work on the property doing clean up and repairs. You are making sure that I will not be able to call a handyman for assistance. Do you really think that this is a fair burden? Should I then expect free water from the City, free electricity, free trash collection, etc. Further, you are making sure that my property value is seriously impacted. And, I add, the city's tax base. Or, should I assume the rates will simply change? I think you had more compassion for the start up cannabis (marijuana) business to insure they could obtain funding.