

April 9, 2021

Re: Draft Tenant Anti-Harassment Ordinance (CF 14-0268-S13)

To the Honorable Members of the Housing Committee:

Please find attached a set of proposed amendments to the draft Tenant Anti-Harassment Ordinance for your consideration.

I have included a list of each amendment enumerated separately as well as, for illustrative purposes only, a redlined version of the draft ordinance which shows the proposed changes to the ordinance in context.

I look forward to discussing these with you at our upcoming meeting.

Respectfully submitted,



Nithya Raman
Councilmember, 4th District

AMENDMENTS TO DRAFT ORDINANCE
CF 14-0268-S13

Amendment 1

Revise SEC. 45.33 as follows:

Tenant Harassment shall be defined as a landlord's knowing and willful ~~course of conduct directed at a specific tenant that seriously alarms or annoys the tenant, and that serves no legitimate purpose, including, but not limited to~~ *commission of any of the following acts:*

Amendment 2

Revise SEC. 45.33(2) as follows:

Failing to perform and timely complete necessary repairs and maintenance required by *Federal*, State, County, or local housing, health, or safety laws; or failure to follow applicable industry standards to minimize exposure to noise, dust, lead paint, asbestos, or other building materials with potentially harmful health impacts.

Amendment 3

Insert the following as a new subsection after SEC. 45.33(4):

Attempting to coerce the tenant to vacate with offer(s) of payments.

Amendment 4

Insert the following as a new subsection after SEC. 45.33(10):

Disclosing or threatening to disclose information about a tenant to any government entity for engaging in legally protected activities or to influence them to vacate.

Amendment 5

Insert the following as a new subsection after SEC. 45.33(13):

Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy.

Amendment 6

Revise SEC. 45.35(A) as follows:

An aggrieved tenant under this article, *or any person, organization, or entity who will fairly and adequately represent the interests of an aggrieved tenant(s) under this article*, may institute civil proceedings as provided by law, against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remains occupied or has been vacated due to harassment.

Amendment 7

Revise SEC. 45.35(B) as follows:

A tenant prevailing in court under this article ~~may~~ *shall* be awarded compensatory damages, rent refunds for reduction in housing services, reasonable attorney's fees and costs, imposition of civil penalties up to \$10,000 per violation depending upon the severity of the violation, tenant relocation, and other appropriate relief, as adjudged by the court.

Amendment 8

Revise SEC. 45.35(B) as follows:

If a tenant prevailing under this article is older than 65 years or disabled when any of the harassing conduct occurred, the court ~~may~~ *shall* impose additional civil penalties up to \$5,000 per violation depending upon the severity of the violation.

Amendment 9

Insert the following as a new subsection after SEC. 43.35(C):

Any landlord violating any of the provisions of this article, and any person who aids, facilitates, and/or incites another to violate the provisions of this article may be enjoined therefrom by any court of competent jurisdiction.

Amendment 10

Revise SEC. 45.35(E) as follows:

A civil proceeding or small claims case initiated ~~by a tenant~~ under this article concerning any repair or maintenance issue may be commenced only after the tenant provides ~~written~~ notice to the landlord of the alleged violation, and the landlord fails to remedy the repair or maintenance issue within a reasonable period of time.

Amendment 11

Insert the following as a new section after SEC. 45.36:

RENT ADJUSTMENT PENALTY.

A. Any rental unit subject to the Rent Stabilization Ordinance of the City of Los Angeles which becomes vacant as a result of a violation of any provision of this article shall only be permitted to be rented at the lawful rent in effect at the time of the most recent termination of tenancy.

Amendment 12

Instruct the City Attorney to draft and include a provision in compliance with applicable law that would provide that any non-RSO rental unit that is found to have become vacant as a result of a violation of any provision of this article shall only be rented at the lawful rent in effect at the time of the most recent termination of tenancy.

ORDINANCE NO. _____

An ordinance adding Article 5.3 to the Los Angeles Municipal Code to establish an Anti-Harassment of Tenants Ordinance, adding Section 151.33 to incorporate these protections in the Rent Stabilization Ordinance, and amending Section 151.10(8) relating to penalties.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. A new Article 5.3 is added to Chapter IV of the Los Angeles Municipal Code to read as follows:

ARTICLE 5.3

TENANT ANTI-HARASSMENT ORDINANCE

SEC. 45.30. FINDINGS.

The City of Los Angeles has an extreme shortage of affordable rental housing.

Housing advocates report that some unscrupulous landlords have been constructively evicting long-term tenants by engaging in harassing conduct in order to coerce vacancies, and thereby charge higher market rate rents.

In 2018, the Housing and Community Investment Department investigated approximately 10,000 tenant complaints of harassment in rent stabilized units concerning illegal rent increases, illegal evictions, failure to post required notifications, non-registration of rental units, illegal tenant buy-out agreements, and denial of relocation assistance.

Other harassing conduct used by residential landlords to cause unlawful evictions include reducing housing services, issuing eviction notices based upon false grounds, and refusing to complete repairs required by law. Habitability and other tenant complaints are often not raised with landlords nor with City inspectors for fear of retaliation.

Tenants living in rental units are especially vulnerable to landlord harassment due to the shortage of other available affordable rental housing and lack of accessible remedies.

Harassment of tenants is severely impacting the City's most marginalized community members who deserve rental housing stability and security. Now more than ever, the City needs to adopt civil and criminal remedies to address these unlawful harassment practices to help tenants achieve meaningful remedies to deter this bad conduct and to make tenants harmed by such conduct whole.

SEC. 45.31. DECLARATION OF PURPOSE.

The Tenant Anti-Harassment Ordinance provided in this article augments existing protections provided to residential tenants under state, federal, and local laws to prohibit and deter tenant harassment by landlords in all rental units, including single-family residences and condominiums. This Ordinance provides an aggrieved tenant with a private right of action and affirmative defense in eviction, ejectment, and other actions. The Ordinance also makes violations a criminal offense.

SEC. 45.32. DEFINITIONS.

The following words and phrases, whenever used in this article, shall be construed as defined in this section. Words and phrases not defined herein shall be construed as defined in Sections 12.03 and 151.02 of this Code, if defined therein.

Department. "Department" refers to the Housing and Community Investment Department and any successor entity.

Landlord. "Landlord" refers to any owner, lessor, sublessor, manager, and/or person, including any firm, corporation, partnership, or other entity, having any legal or equitable right of ownership or possession or the right to lease or receive rent for the use and occupancy of a rental unit, and whether acting as principal or through an agent or representative or successor of any of the foregoing.

Rent Adjustment Commission. "Rent Adjustment Commission" refers to the Rent Adjustment Commission of the City of Los Angeles as defined in Chapter XV of this Code.

Rental Unit. "Rental Unit" refers to all dwelling units, efficiency dwelling units, guest rooms, and suites, as defined in Section 12.03 of this Code, all housing accommodations as defined in Government Code Section 12927, all duplexes, condominiums and single-family homes in the City of Los Angeles, rented or offered for rent for living, dwelling and/or human habitation purposes, the land and buildings appurtenant thereto, and all housing services, privileges, furnishings, and facilities supplied in connection with the use or occupancy thereof, including garage and parking facilities. This term shall also include mobile homes, whether rent is paid for the mobile home and the land upon which the mobile home is located, or rent is paid for the land alone. Further, it shall include recreational vehicles, as defined in California Civil Code Section 799.29, if located in a mobile home park or recreational vehicle park, whether rent is paid for the recreational vehicle and the land upon which it is located, or rent is paid for the land alone.

Tenant. "Tenant" refers to any tenant, subtenant, lessee, sublessee, or any other person entitled to use or occupy a rental unit within the City of Los Angeles.

SEC. 45.33. TENANT HARASSMENT.

Tenant Harassment shall be defined as a landlord's knowing and willful ~~course of conduct directed at a specific tenant that seriously alarms or annoys the tenant, and that serves no legitimate purpose, including, but not limited to~~ *commission of any of the following acts:*

1. Reducing or eliminating housing services required by a lease, contract or law, including the elimination of parking if provided in the tenant's lease or contract except when necessary to comply with a court order or local or state law, or to create an accessory dwelling unit or additional housing.
2. Failing to perform and timely complete necessary repairs and maintenance required by *Federal*, State, County, or local housing, health, or safety laws; or failure to follow applicable industry standards to minimize exposure to noise, dust, lead paint, asbestos, or other building materials with potentially harmful health impacts.
3. Abuse of the right of access into a rental unit as established and limited by California Civil Code Section 1954, including entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection.
4. Threatening a tenant, by word or gesture, with physical harm.
5. *Attempting to coerce the tenant to vacate with offer(s) of payments.*
- ~~5.~~
6. Misrepresenting to a tenant that the tenant is required to vacate a rental unit or enticing a tenant to vacate a rental unit through an intentional misrepresentation or the concealment or omission of a material fact.
- ~~6.~~
7. Threatening or taking action to terminate any tenancy including service of any notice to quit or other eviction notice or bringing action to recover possession of a rental unit based on facts which the landlord has no reasonable cause to believe to be true. No landlord shall be liable under this subsection for bringing an action to recover possession of a rental unit unless and until the tenant has obtained a favorable termination of that action.
- ~~7.~~
8. Threatening to or engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit or whereby the premises are rendered unfit for human habitation and occupancy.

~~8.~~

9. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in the lease agreement or as established by the usual practice of the parties or applicable law.

~~9.~~

10. Inquiring as to the immigration or citizenship status of a tenant, prospective additional tenant, occupant, or prospective additional occupant of a rental unit, or requiring any of these people to make any statement, representation, or certification concerning their immigration or citizenship status.

~~10.~~

11. Disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of a tenant, whether in retaliation for engaging in legally protected activities or to influence them to vacate or for any other reason.

12. Disclosing or threatening to disclose information about a tenant to any government entity for engaging in legally protected activities or to influence them to vacate.

~~11.~~

13. Engaging in an activity prohibited by federal, state, or local housing anti-discrimination laws.

~~12.~~

14. Retaliating, threatening, or interfering with tenant organizing activities, including forming or participating in tenant associations and unions.

~~13.~~

15. Interfering with a tenant's right to privacy or requesting information that violates a tenant's right to privacy, including, but not limited to, residency or citizenship status or social security number, except as authorized by law.

16. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy.

SEC. 45.34. AFFIRMATIVE DEFENSE.

A tenant may use the protections afforded in this article as an affirmative defense in unlawful detainer, ejectment, and other actions when their landlord engages in actions constituting tenant harassment as defined in this article and other applicable laws.

SEC. 45.35. PRIVATE RIGHT OF ACTION; CIVIL PENALTIES.

A. An aggrieved tenant under this article, *or any person, organization, or entity who will fairly and adequately represent the interests of an aggrieved tenant(s) under this article*, may institute civil proceedings as provided by law, against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remains occupied or has been vacated due to harassment.

B. A tenant prevailing in court under this article ~~may~~ *shall* be awarded compensatory damages, rent refunds for reduction in housing services, reasonable attorney's fees and costs, imposition of civil penalties up to \$10,000 per violation depending upon the severity of the violation, tenant relocation, and other appropriate relief, as adjudged by the court.

C. If a tenant prevailing under this article is older than 65 years or disabled when any of the harassing conduct occurred, the court ~~may~~ *shall* impose additional civil penalties up to \$5,000 per violation depending upon the severity of the violation.

D. *Any landlord violating any of the provisions of this article, and any person who aids, facilitates, and/or incites another to violate the provisions of this article may be enjoined therefrom by any court of competent jurisdiction.*

~~D.~~

E. The remedies in this paragraph are not exclusive nor do they preclude any tenant from seeking any other remedies, penalties and punitive damages, as provided by law.

~~E.~~

F. **Landlord Notice.** A civil proceeding or small claims case initiated ~~by a tenant~~ under this article concerning any repair or maintenance issue may be commenced only after the tenant provides ~~written~~ notice to the landlord of the alleged violation, and the landlord fails to remedy the repair or maintenance issue within a reasonable period of time.

SEC. 45.36. CRIMINAL PROSECUTION.

A. A violation of any provision of this article is punishable as an infraction or misdemeanor.

B. A misdemeanor conviction under this article shall be punished by a fine of not more than \$1,000 for each offense or by imprisonment in the county jail for a period of not more than six months or both, as determined by the court.

SEC. 45.37. RENT ADJUSTMENT PENALTY.

A. Any rental unit subject to the Rent Stabilization Ordinance of the City of Los Angeles which becomes vacant as a result of a violation of any provision of this article shall only be permitted to be rented at the lawful rent in effect at the time of the most recent termination of tenancy.

~~SEC. 45.37.~~ SEC 45.38 RENT ADJUSTMENT COMMISSION AUTHORITY.

A. The Rent Adjustment Commission shall have the authority to interpret, implement, and apply all provisions of this article and issue orders and promulgate policies, rules, and regulations to effectuate the purposes of this article. All such rules and regulations shall be published once in a daily newspaper of general circulation in the City of Los Angeles, and shall take effect upon such publication.

B. The Rent Adjustment Commission may make studies and investigations, conduct hearings, and obtain information as it deems necessary to promulgate, administer and enforce any regulation, rule, or order adopted pursuant to this article.

~~SEC. 45.38.~~ SEC 45.39 LAWFUL EVICTIONS.

Nothing in this article shall be construed as preventing lawful evictions of a tenant by appropriate legal means.

~~SEC. 45.39.~~ SEC. 45.40 SEVERABILITY.

If any provision of this article is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this article which can be implemented without the invalid provisions, and to this end, the provisions of this article are declared to be severable. The City Council hereby declares that it would have adopted this article and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

Sec. 2. The first paragraph of Subsection B of Section 151.10 of Article 1, Chapter XV of the Los Angeles Municipal Code is amended to read as follows:

B. Any person violating any of the provisions, or failing to comply with any of the requirements, of this chapter shall be guilty of a misdemeanor.

Sec. 3. Section 151.33 is added to Article 1, Chapter XV of the Los Angeles Municipal Code to read as follows:

SEC. 151.33. TENANT ANTI-HARASSMENT.

Tenants in all RSO rental units are protected from harassment as provided in Article 5.3 of Chapter IV of the Los Angeles Municipal Code. In addition to the prohibited conduct listed in Section 45.33 of this Code, tenant harassment includes offering payments to a tenant to vacate their unit without providing written notice to the tenant of their rights under Section 151.31 of this Code (Tenant Buyout Notification Program), using the form prescribed by the Department. However, this shall not prohibit offers made in pending unlawful detainer actions.