

**Subject:** ANTI-TENANT HARASSMENT ORDINANCE / CF 14-0268-S13

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**Cc:** 'Adam Lid' <adam.lid@lacity.org>

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Dear Councilmembers:

I am writing in support of the HCID report dated December 3, 2018 that was submitted to the Mayor's office December 20, 2018 in connection with an Anti-Tenant Harassment Ordinance. The original motion for this Ordinance from C. Huizar was proposed in April of 2017, so the Anti-Tenant Harassment Ordinance report has been a long-time coming. This is an URGENT issue. Tenants and tenant organizers need to have this issue resolved as soon as possible so that tenants are protected from unlawful eviction and displacement.

I have a few suggestions to strengthen tenant protections against harassment:

- The Ordinance should include both RSO and non-RSO tenants; in other words. it needs to protect ALL tenants in Los Angeles from harassment.
- Tenants need to be protected from landlords' repeated attempts at "cash for keys" offers, also known as Tenant Buyout Agreements. Repeated attempts at getting tenants to sign a buy-out agreement, especially after a tenant has already refused the buy-out agreement in writing, constitutes harassment. Landlords need to be restricted to offering Tenant Buyout Agreements to only once a year.
- All provisions of the Ordinance should apply to both verbal and written rental agreements. Quite often tenants may have only an oral agreement with their landlord/agent. If the tenant's occupancy has not been restricted based on an oral agreement, then those terms should be honored.
- If a Court has found for the tenant, then the tenants' attorney's fees must be paid by the landlord. Compensation needs to include damages to actual property, emotional distress, and harm to pets. The Ordinance needs to include protection from harassment through damage to physical property, emotional distress, and harm to pets in addition to threats of physical harm.
- The Ordinance needs to be expanded to include other courses of conduct not otherwise indicated in the report, to include protection from harassment by landlords and their agents: if tenants form a tenant association, protection if tenants' right to privacy is violated, such as through security cameras pointed directly at a tenant's front door, at a tenant's window or at a tenant's garage. Harassment is often carried out by landlords AND their "agents" - some of whom are also contracted by the City - namely relocation specialists and building managers.
- Penalties need to be imposed on the landlord and their agents PER VIOLATION, and escalated in case of repeat landlord / agent offenders.
- The Ordinance needs to be tied to the Tenants Right To Counsel program which is being studied through a coalition formed by the Mayor's office and HCID so that low income tenants who are undergoing harassment and pre-eviction may contact an attorney through the Right To Counsel program.

1) The Anti-Harassment Ordinance will have a strong deterrent effect, making cost of Right to Counsel Program less expensive and will alleviate the burden on the State court system since fewer evictions will be filed.

2) A Right to Counsel program that includes strong pre-litigation eviction prevention will bolster Anti-Harassment and vice-versa.

3) Both laws will help equalize power between landlords and tenants, preventing tenants from living in fear and tolerating abuse in a system which privileges landlords over tenants.

- HCID inspectors need to be empowered to impose fees and citations in the event that a tenant complains of harassment from a landlord / agent. An augmented complaint process will empower inspectors to have expanded powers to cite and impose penalties.
- Non-RSO tenants need to be protected from landlords who impose rent increases every 60 days as a form of harassment.
- Tenants need to be protected from a landlord trying to make the tenant sign a new lease thereby changing the terms of a lease in the middle of a lease term.

Thank you for your attention to this very important issue. I urge you to take into consideration the many suggestions listed here and from other tenant and housing advocates who are commenting on this Ordinance report.

Best regards,

Jane Demian

Assembly District 51 Delegate

Housing and Renters Advocate

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