ANALYSIS

This ordinance amends Title 8 (Consumer Protection, Business and Wage Regulations) of the Los Angeles County Code relating to Division 3 (Housing) by: 1) repealing Chapter 8.52; and 2) adding Chapter 8.52 (Rent Stabilization). (Los Angeles County Code, Chapter 8.52, Sections 8.52.010 through 8.52.200).

This ordinance: 1) prohibits rent increases beyond what is permitted in this Chapter, except those defined as exempt, located in the unincorporated areas of the County of Los Angeles (County); 2) prohibits more than one rent increase in any twelve (12) month period; 3) regulates the permissible termination of tenancies in the unincorporated areas of the County; 4) provides relocation assistance to tenants, as provided in this Chapter; and 5) ensures landlords receive a fair return on rents consistent with the County's procedures and guidelines.

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BT:gjh

Requested: 06/20/19
Revised: 11/13/19

ORDINANCE NO. _____

An ordinance repealing Title 8 (Consumer Protection, Business, and Wage Regulations) of the Los Angeles County Code, relating to Chapter 8.52 (Rent Regulation), and adding Chapter 8.52 (Rent Stabilization).

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 8.52, entitled "Rent Regulation," is repealed.

SECTION 2. Chapter 8.52, entitled "Rent Stabilization," is added to read as follows:

Chapter 8.52 Rent Stabilization

8.52.010 Short Title.

8.52.020 Declaration of Purpose and Findings.

8.52.030 Definitions.

8.52.040 General Applicability of Chapter.

8.52.050 Permitted Rent Increases for Covered Rental Units.

8.52.060 Applications for Rent Adjustments.

8.52.070 Pass-Through Cost Recovery.

8.52.080 Annual Rental Registration.

8.52.090 Termination of Tenancy.

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8.52.110 Relocation Assistance.

8.52.120 Notices to Tenants.

8.52.130 Retaliatory Eviction and Anti-Harassment.

8.52.140 Procedures and Guidelines.

8.52.150 Administrative Review and Appeals to Rental Housing Oversight Commission.

8.52.160 Administrative Fines.

8.52.170 Remedies.

8.52.180 Education and Outreach.

8.52.190 Waiver Prohibited.

8.52.200 Severability.

8.52.010 Short Title.

This Chapter shall be known as "Rent Stabilization."

8.52.020 Declaration of Purpose and Findings.

A. The Board of Supervisors finds that there presently exists a critical shortage of rental housing in the unincorporated areas of the County of Los Angeles (County) and surrounding areas. Due to this shortage, it is very difficult to find adequate, safe, and habitable rental housing at reasonable rents.

B. Due to the shortage of rental units, rents in the unincorporated County are increasingly excessively. A substantial number of persons in the unincorporated County who reside in rental units spend a high percentage of their income on rent, and many have been forced to move out because they could no longer afford to pay the increase in rent. Further, low and moderate income tenants have difficulty finding affordable housing after being displaced due to a rent increase or not being able to afford the security deposit at a new location.

C. Accordingly, on November 20, 2018, the Board of Supervisors adopted an Interim Rent Stabilization Ordinance to regulate rent increases and evictions in rental properties in the unincorporated County. Even while the Interim Rent Stabilization Ordinance was in place, the average percentage rent increase request from landlords was 28.23%, amounting to an average increase of $313.59 per month per unit.

D. The purposes of this Chapter are to promote long-term stability and certainty for tenants in the rental market while providing landlords an ability to receive a fair return on their property. This Chapter regulates rents and terminations of tenancy, including requiring relocation assistance and affording a tenant the right to return under certain circumstances. It requires landlords to register rental property, establishes an administrative hearing process, and provides for procedures and guidelines for the implementation of this Chapter.

E. The Board of Supervisors finds that the protections provided in this Chapter are more restrictive, or provide greater benefits than those set forth in California Civil Code section 1946.2 in areas relating to annual rent increases, evictions, relocation assistance for displaced tenants, protections against harassment, discrimination of tenants and residential applicants, and other tenant protections that are not preempted or otherwise precluded by any other provision of law.

8.52.030 Definitions.

The following terms shall have the meaning provided below when used in this Chapter, whether plural or singular.

A. "Board" means the County of Los Angeles Board of Supervisors.

B. "Capital Improvement" means the addition or replacement of improvements to dwelling units or common areas of the building as specified in Section 8.52.070.

C. "Code" means the Los Angeles County Code.

D. "Commission" means the Rental Housing Oversight Commission.

E. "County" means the County of Los Angeles.

F. "Covered Rental Unit" means a Dwelling Unit located in the unincorporated County not designated as exempt under Section 8.52.050.

G. "CPI" means Consumer Price Index for all urban consumers for the Los Angeles-Riverside-Orange County, California area, or any successor designation of that index that may later be adopted by the U.S. Department of Labor. Calculation of the change in CPI will be determined by the County and outlined in its procedures and guidelines.

H. "Department" means the County's Department of Consumer and Business Affairs.

I. "Dwelling Unit" means a dwelling unit, as defined under California Civil Code section 1940 subsection (c), including joint living and work quarters, that is used or occupied in consideration of payment of rent, and applies to any dwelling space that is actually used for residential purposes, whether or not the residential use is legally permitted, including live-work spaces, mobilehomes rented by the owner to a tenant, and any accessory dwelling unit in the unincorporated areas of the County.

J. "Ellis Act" means California Government Code sections 7060 – 7060.7, as may be amended from time to time.

K. "Housing Services" means all services provided by the Landlord related to the use or occupancy of a Covered Rental Unit, such as insurance, repairs, replacement, maintenance, painting, utilities, heat, water, elevator service, laundry facilities, recreational areas and/or pools, janitorial service, refuse removal, furnishings, storage space (including for one or more automobiles), and security services. The term "Housing Services" shall not include legal fees or mortgage payments, whether for principal, interest, or both.

L. "Landlord" means an owner, lessor, sublessor, or any other person entitled to offer any Dwelling Unit for Rent or entitled to receive Rent for the use and occupancy of a Dwelling Unit, and the representative, agent, or successor of any of the foregoing.

M. "Landlord's Family Member" means a Landlord's parent, child, spouse or registered domestic partner, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age, or other dependent to which the Landlord has guardianship, and the spouse or registered domestic partner's parent, child, grandparent, grandchild, aunt or uncle at least sixty-two (62) years of age.

N. "Los Angeles County Development Authority" or "LACDA" means the agency that is acting on behalf of the County or the Department in administering this Chapter.

O. "Luxury Unit" means a Covered Rental Unit that meets all of the following criteria:

1. Has two (2) bedrooms or less;

2. Is located within a single structure that contains at least twenty-five (25) or more Dwelling Units; and

3. As of September 11, 2018, Landlord received at least four thousand dollars ($4,000) per month in Rent.

P. "Payment Standard" means the maximum rental assistance paid by the LACDA pursuant to an agreement with a State or federal law or administrative regulation.

Q. "Primary Renovation" means work performed either on Dwelling Units or the building containing the Dwelling Units that improves the property by prolonging its useful life or adding value.

R. "Rent" means the consideration paid for the use or occupancy of a Dwelling Unit or for Housing Services provided, or both, but does not include any of the following:

1. Security deposits;

2. User fees for services or facilities which may be utilized at the option of the Tenant and are expressly not included in Rent;

3. Any rent discounts, incentives, concessions, or credits offered by the Landlord; or

4. Any pass-through authorized pursuant to this Chapter.

S. "Rental Agreement" means a lease or other oral or written agreement between the Landlord and Tenant establishing the terms and conditions of the Tenancy.

T. "State" means the State of California.

U. "Tenancy" means the legal right of a Tenant or any other original occupant who took possession of the Dwelling Unit for the use or occupancy of the Dwelling Unit, subject to the terms of the Rental Agreement. This includes a lease or a sublease.

V. "Tenant" means a tenant, subtenant, lessee, sublessee, or any other person entitled under the terms of a Rental Agreement to the use or occupancy of any Dwelling Unit.

8.52.040 General Applicability of Chapter.

This Chapter shall be effective on April 1, 2020, and apply to all Landlords and Tenants in Dwelling Units within the unincorporated areas of the County, unless otherwise exempted by State law or the provisions of this Chapter.

8.52.050 Permitted Rent Increases for Covered Rental Units.

A. A Landlord may impose an annual Rent increase for any Covered Rental Unit, as allowed in this Section, only after providing at least thirty (30) days' written notice to the Tenant of the Rent increase pursuant to California Civil Code section 827, as may be amended.

B. A Landlord may not impose an annual Rent increase, unless the Covered Rental Unit is registered with the Department and not delinquent in registration payments required pursuant to Section 8.52.080.

C. Allowable Annual Rent Increases. This Section shall limit annual Rent increases, allowable under State law, to reflect the change in CPI with a maximum of eight percent (8%), as specified below:

1. If the change in CPI is eight percent (8%) or higher, the annual maximum allowable Rent increase will be eight percent (8%);

2. If the change in CPI is between three percent (3%) and eight percent (8%), the maximum allowable annual Rent increase will be equal to the change in CPI;

3. If the change in CPI is between one percent (1%) and three percent (3%), the maximum allowable Rent increase will be equal to three percent (3%);

4. If the change in CPI is between negative two percent (-2%) and one percent (1%), the maximum allowable annual Rent increase will be equal to the change in CPI plus two percent (2%); or

5. If the change in CPI is less than negative two percent (-2%), no Rent increase is permitted.

D. Luxury Units.

1. Prior to December 31, 2023, a Landlord may increase Rent on a Luxury Unit annually by an additional two percent (2%) above the allowable annual Rent increase specified in this Section for a Covered Rental Unit.

2. An annual Rent increase for Luxury Units shall not exceed ten percent (10%).

E. Only one Rent increase may be imposed on a Tenant household in any twelve (12) month period, unless otherwise permitted by the Department pursuant to this Chapter.

F. Rent Increase Following Vacancy. When a Tenant voluntarily moves out of a Covered Rental Unit, or following an eviction for a For Cause Termination specified in Section 8.52.090(B), the Landlord may set the initial Rent for the next Tenant, without restriction, at the commencement of the new Tenancy.

G. Rent Banking. A Landlord who does not impose an annual Rent increase or a portion of the permitted annual Rent increase in any twelve (12) month period, as provided in this Section, waives the annual Rent increase or the remaining portion of the permitted annual Rent increase for the remainder of the Tenancy.

H. Exemptions. The following are exempt from this Section:

1. Dwelling Units that are expressly exempt under State or federal law. This includes any Dwelling Unit that has a certificate of occupancy or equivalent permit for residential occupancy issued after February 1, 1995. For this purpose, a certificate of occupancy is the certificate issued before the property is used for any residential purposes.

2. Occupancy of Hotels, Motels, or Other Facilities by Transient Guests. Housing units in hotels, motels, or other facilities, for which the County's Treasurer and Tax Collector has received or is entitled to receive payment of transient occupancy tax pursuant to Code Chapter 4.72 (Transient Occupancy Tax) and California Civil Code section 1940 subdivision (b), and which tax is applicable to the entire term of the Tenancy.

3. Institutional Facilities. Housing accommodations in any hospital, convent, monastery, extended medical facility, asylum, fraternity or sorority house, any

facility managed by a bona fide educational institution for occupancy by its students, or any other facility licensed by the state to provide medical care for residents, including a licensed residential care facility for the elderly pursuant to California Health and Safety Code section 1569.2.

4. Government Owned or Assisted Housing.

a. Government Owned. Housing accommodations which the County, LACDA, or another public agency or authority owns or operates, or which are specifically exempted under State or federal law or administrative regulation.

b. Government Assisted.

(i) Housing accommodations which the County, LACDA, or other another public agency provides a Housing Choice Voucher Program or other similar subsidy is exempt under this Section if the Rent paid by the Tenant is equal to or less than the Payment Standard.

(ii) This exemption shall not apply if:

(a) Rent is greater than the Payment Standard; or

(b) a Rent increase would result in Rent being greater than the Payment Standard.

5. Any Dwelling Unit that is alienable separate (*i.e.*, separately transferable) from the title to any other Dwelling Unit, including without limitation single family residences and condominiums, but excluding mobilehomes offered for rent by a Tenant; or is a subdivided interest in a subdivision, as specified in California Business and Professions Code section 11004.5 subdivisions (b), (d), or (f).

6. Accessory Dwelling Units. An accessory dwelling unit for which a certificate of occupancy or equivalent permit for residential occupancy was issued after February 1, 1995 is exempt, unless it was occupied on or before February 1, 1995, and a Tenant provides evidence indicating as such, regardless of the legal or permit status of the Dwelling Unit.

8.52.060 Applications for Rent Adjustments.

A. Landlord Applications for Rent Adjustment for Fair Return. Landlords who believe they are not receiving a fair return on their property may file an application with the Department to request an increase in Rent beyond that which is permitted under Section 8.52.050.

1. Presumption. It shall be rebuttable presumption that the annual net operating income earned by a Landlord on September 11, 2018, and Rent increases allowed under Section 8.52.050, provide the Landlord with a fair return on the investment. A Landlord shall have the burden to prove the necessity of any additional Rent increase necessary to earn a fair return.

2. Nothing in this Section shall be interpreted to authorize a Rent increase for a Covered Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12, as may be amended.

3. All Rent adjustment increases authorized the Department may become effective only after all of the following:

a. A Landlord has provided written notice of the Rent increase for the Covered Rental Unit in accordance with California Civil Code section 827, as may be amended;

b. A Landlord has registered the property pursuant to Section 8.52.080; and

c. A Landlord makes the application for Rent Adjustment for Fair Return, with all supporting documents, reasonably available to each Tenant of a Covered Rental Unit that shall be provided at the Landlord's expense.

4. Standard for Approving an Application for Landlord Rent Adjustment for Fair Return. The Department will review a Landlord's application submitted pursuant to this Section to determine whether a Rent adjustment is necessary and appropriate to:

a. Ensure the Landlord receives a fair return on the investment; and

b. Not cause an undue financial burden on the affected Tenant.

5. Notices Upon Filing Application.

a. Within five (5) calendar days after submission of a Landlord's application for Rent Adjustment for Fair Return to the Department, the Landlord shall serve each affected Tenant with a notice of said application via personal service or certified mail, return receipt requested. The Landlord must provide the application, with all supporting documents, reasonably available to each affected Tenant that shall be provided at the Landlord's expense.

b. Within ten (10) calendar days after service on each affected Tenant, the Landlord shall file with the Department a proof of service, signed under penalty of perjury, stating that a copy of the notice of application was served upon each affected Tenant.

6. Fees and costs incurred by a Landlord for making an application for Rent Adjustment for Fair Return pursuant to this Section may not be passed on to a Tenant. Such fees and costs include, but are not limited to, attorney fees, accountant fees, and other similar professional services costs.

B. Tenant Applications for Rent Adjustment. Tenants of a Covered Rental Unit who believe they should receive a decrease in Rent because of a Landlord's violation of this Chapter may file an application with the Department to request a decrease in Rent. Tenants must file such application for rent adjustment within one hundred eighty (180) days from the date the Tenant knew, or reasonably should have known, of the Landlord's potential violation.

1. Unlawful Rent. If a Tenant believes that the Landlord's demand for Rent is in excess of the Rent permitted for a Covered Rental Unit as specified in Section 8.52.050, then the Tenant may request that the Department determine the validity of the subject demand for Rent.

a. If a Landlord demands, receives, or retains any payment in excess of the maximum allowable Rent permitted by this Chapter, then a Tenant may withhold the increased amount that is above the Tenant's Rent.

b. In any action to recover possession based on nonpayment of Rent, possession shall not be granted where the Tenant has withheld Rent in good faith under this Section.

2. Failure to Maintain Habitable Premises. A Tenant may file an application with the Department to request a refund of, or decrease in, Rent proportional to the Landlord's failure to maintain the Covered Rental Unit as a habitable premise in accordance with applicable State rental housing laws, State and local health and safety laws, or the Rental Agreement.

a. Prior to filing an application with the Department, a Tenant shall provide written notice to the Landlord identifying one or more habitability issues and a reasonable opportunity for the Landlord to correct the condition.

b. A Landlord shall not be liable to a Tenant for a failure to maintain habitable premises if the Tenant caused the condition that is the subject of the application.

3. Decrease in Housing Services. A decrease in Housing Services of a Covered Rental Unit, without a corresponding reduction in Rent, is considered an increase in Rent. Before filing an application with the Department, a Tenant shall provide the Landlord all of the following:

a. Prior written notice identifying the decrease in Housing Services of a Covered Rental Unit; and

b. A reasonable opportunity to correct the issue(s).

4. Notices Upon Filing Application.

a. Within five (5) calendar days after submission of an application with the Department for rent adjustment, the Tenant shall serve the Landlord with said application via personal service or certified mail, return receipt requested.

b. Within ten (10) calendar days after service on the Landlord, the Tenant shall file with the Department a proof of service, signed under penalty of perjury, stating that a copy of the notice of application for Rent adjustment was served on the Landlord.

C. Application. Upon the Department's receipt of an application for rent adjustment, the Department shall review and evaluate whether the Rent may be adjusted in accordance with this Section and its procedures and guidelines.

1. The application shall be in the form provided by the Department and must be accompanied by an applicable fee, if any.

2. An application for Rent adjustment must contain all of the following:

a. The specific Rent adjustment requested;

b. Copies of any books, records, and papers deemed relevant in review of the application; and

c. Other documentation, as required by the Department.

3. Application Fees. The Department may set a reasonable fee per Covered Rental Unit to be paid by the applicant at the time of the filing based on the administrative expenses incurred in reviewing and processing applications for Rent adjustment.

D. Right of Assistance. All parties to an application for Rent adjustment may seek assistance from attorneys, recognized tenant organization representatives, or any other person designated by said parties.

E. Consolidation. All Landlord applications for Rent adjustment pertaining to Tenants in the same building shall be consolidated for determination. Tenant applications for Rent adjustment who live in the same building may be consolidated at the election of the Department.

F. In making an individual Rent adjustment, the Department shall consider the purposes of this Chapter and all other relevant factors including, but not limited to:

1. Increases or decreases in property taxes;

2. Unavoidable increases or any decreases in maintenance and operating expenses;

3. A change in the number of Tenants occupying the Covered Rental Unit, living space, furniture, furnishings, equipment, other Housing Services provided, or occupancy rules;

4. Substantial deterioration of the Covered Rental Unit other than normal wear and tear;

5. The pattern of recent Rent increases or decreases; or

6. Whether or not the Landlord has received Rent in violation of the terms of this Chapter or has otherwise failed to comply with this Chapter.

G. Notwithstanding any other provision of this Section, if a determination for Rent adjustment for a Covered Rental Unit was made within the previous six (6) months

by either the Department or the Commission, then the Department may refuse to hold a hearing or refuse to grant an individual a Rent adjustment for such Covered Rental Unit.

8.52.070 Pass-Through Cost Recovery.

A. Pursuant to this Section, a Landlord may file an application with the Department, on a form approved by the Department, to pass through costs to existing Tenancies in Covered Rental Units.

B. A Landlord may not pass through costs to Tenants until the Department approves the Landlord's application and the Landlord registers the property pursuant to Section 8.52.080. The approved pass-through costs should appear as a separate line item and is not considered Rent.

C. A Landlord shall provide written notice of a pass-through cost to Tenants in accordance with California Civil Code section 827, as may be amended.

D. A Small Landlord may pass through the Safe, Clean Water Act parcel tax to Tenants. For purposes of this subsection D only:

1. "Small Landlord" means an owner that owns, or has common ownership or common control of, fifty (50) or fewer Dwelling Units in the County.

2. "Owner" means the owner of record or the holder of an equitable or legal interest in property, including any person or legal entity with at least a 10% interest in the property, either directly or by owning or controlling a legal entity with at least a 10% interest in the property.

3. "Common ownership" means two or more residential rental units that share an owner, are owned or controlled by an owner's spouse or registered

domestic partner, or are under the direct or indirect control of one person or legal entity through ownership, management, contract, or otherwise.

4. "Common control" means two or more owners that directly or indirectly: (1) share a managing member or members in the case of a limited liability company; (2) share a managing general partner or partners in the case of a partnership; or (3) are under the management or control of boards of directors or officers that overlap by fifty percent (50%) or more in the case of a corporation.

E. The Addition or Replacement of Improvements to Dwelling Units or Common Areas of a Building. A Landlord may recover up to fifty percent (50%) of a Capital Improvement cost from existing Tenants in Covered Rental Units.

1. Capital Improvements include, but are not limited to, the complete exterior painting of the building, landscaping, flooring, fixtures, doors, windows, fences, security items, meter conversions, major appliances, or window screens and coverings.

2. Capital Improvements must have a useful life of at least five (5) years and cannot include regular maintenance or repairs from wear and tear, or be the result of a Landlord's failure to perform regular maintenance and repairs.

3. Timeline for Filing Applications. A Landlord must submit an application pursuant to this Section within one hundred twenty (120) days of completion of a Capital Improvement.

F. Primary Renovation. A Landlord may recover up to fifty percent (50%) of a Primary Renovation cost from existing Tenants in Covered Rental Units.

1. A Primary Renovation involves either or both of the following:

a. Replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit pursuant to State or local law.

b. Abatement of hazardous materials, such as lead-based paint or asbestos, in accordance with applicable federal, State, and local laws.

2. Timeline to Request A Primary Renovation Pass-Through Cost.

a. Prior to starting any Primary Renovation work, and for review and approval by the Department, a Landlord must provide the Department, on a form approved by the Department, all of the following:

(i) A summary of any impact the Primary Renovation work will have on the Tenant's Covered Rental Unit; and

(ii) Steps that the Landlord will take to mitigate the impact, including potentially providing relocation assistance pursuant to Section 8.52.110, required during the Primary Renovation work.

b. Once the Primary Renovation work is complete, the Landlord must submit an application to the Department, on a form approved by the Department, for approval of a pass-through cost to the Tenants.

3. A Landlord is permitted to apply for and receive only one Primary Renovation pass-through cost to Tenants every five (5) years.

G. The Department's procedures and guidelines will set forth all of the following:

1. The cost recovery calculations and amortization period for the Capital Improvement or Primary Renovation pass-through cost for each Covered Rental Unit; and

2. Factors for the Department to evaluate a Landlord's application for a pass-through cost of a Capital Improvement or Primary Renovation including, but not limited to, whether the work was necessary to bring the property into compliance or maintain compliance with Code requirements affecting health and safety.

H. Pursuant to this Section, no pass-through cost recovery may be approved if the amount allowed to be a pass-through cost plus any Rent increase for that year, would result in an increase of the Rent for the prior year of a Covered Rental Unit by more than eight percent (8%), or of a Luxury Unit by more than ten percent (10%).

8.52.080 Annual Rental Registration.

A. Registration of Dwelling Unit. Within ninety (90) days of the effective date of this Chapter, and on or before September 30th of each year thereafter, a Landlord must register each Dwelling Unit that is rented or is available for Rent.

B. Registration of Amenities. When registering each Dwelling Unit, the Department may also require a Landlord to register all amenities available to the Tenant pursuant to the Department's procedures and guidelines.

C. County Registry System. Registration under this Section must be completed through the County's registry system or in a form approved by the

Department. The Department shall be responsible for accepting annual rental registration and any subsequent changes made or requested by the Landlord.

D. Rental Registration Fee. A Landlord must pay an annual rental registration fee for each Dwelling Unit on the rental property. This fee shall be determined by the Board and shall be sufficient to pay operating costs for this Chapter including, but not limited to, administrative time and costs, legal fees and costs, and any other expense incurred to implement, administer, or enforce this Chapter.

E. Rental Registration Fee Pass-Through. A Landlord may recover up to fifty-percent (50%) of a rental registration fee from the Tenant of a Covered Rental Unit where:

1. A Landlord timely and accurately submits an annual rental registration for the rental property prior to any deadline published by the Department;

2. A Tenant's payment to the Landlord for the pass-through cost is paid in twelve (12) equal, monthly installments; and

3. The pass-through cost appears as a separate line item.

8.52.090 Termination of Tenancy.

A. No Landlord may terminate a Tenancy of a Tenant occupying a Dwelling Unit, unless the Landlord can demonstrate either a For Cause or No-Fault termination.

B. When terminating a Tenancy for Cause or No-Fault, a Landlord must comply with all of the following:

1. The Landlord must serve a written notice in accordance with California Civil Code section 827, as may be amended, to the Tenant that, in addition to

any information required by federal or State law, the Landlord will terminate the Tenant's Tenancy because of at least one For Cause or No-Fault reason; and

2. The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the Dwelling Unit beyond the term of the terminated Tenancy in compliance with California Civil Code sections 1945, 1946, and 1946.1, as may be amended; and

3. The Landlord qualifies the termination as For Cause or No-Fault, as specified in this Section; and

4. The Landlord has submitted to the Department via certified mail, return receipt requested, within five (5) days after service of the notice of termination on the Tenant, a true and accurate copy of the Landlord's written notice of termination, and proof of such service on the Tenant. The Landlord shall maintain proof of service to the Department as evidence that the Landlord has complied with this Section.

C. A Landlord who is unable to show a For Cause or No-Fault termination of Tenancy, must instead pursue one of the following options:

1. Renew the Rental Agreement. At the conclusion of a term of Tenancy under a Rental Agreement, a Landlord may offer to renew the Rental Agreement, under substantially similar material terms including, but not limited to, Rent, amenities, services, facilities, and term of the Tenancy.

2. Permit the Tenancy to Continue. At the conclusion of a term of Tenancy under a Rental Agreement, a Landlord may permit the Tenancy to continue in accordance with California Civil Code section 1945, as may be amended.

3. Propose New Tenancy Terms. At the conclusion of a term of Tenancy under a Rental Agreement, a Landlord may provide notice of new proposed terms of Tenancy in accordance with California Civil Code section 827, as may be amended. This is not applicable to Covered Rental Units.

D. For Cause Termination of Tenancy. If a Landlord can show any of the following circumstances with respect to a termination of Tenancy in a Dwelling Unit, the termination qualifies as a For Cause Termination.

1. Failure to Pay Rent. Tenant failed to pay Rent to which the Landlord is legally entitled pursuant to the Rental Agreement and under the provisions of State or local law, unless the Tenant has withheld Rent pursuant to applicable law; and said failure has continued after service on the Tenant of a written notice setting forth the amount of Rent then due and requiring it to be paid, within a period, specified in the notice, of not less than three (3) days.

2. Violation of Material Term of Rental Agreement. Tenant has continued to substantially violate any material term of the Rental Agreement as provided in California Code of Civil Procedure section 1161 subdivision (3), after written notice to cease, and did not cure such violation within ten (10) days after receiving written notice from the Landlord of such violation.

a. New terms added to an existing Rental Agreement cannot be considered a material Rental Agreement term, unless expressly consented to in writing by the Tenant.

b. Housing one or more additional occupants in an existing Tenancy may be a breach of the Rental Agreement depending on its terms and occupancy limits under State or local laws.

c. Tenant has willfully caused or allowed substantial damage to the Dwelling Unit beyond normal wear and tear and has refused, after written notice, to pay the reasonable costs of repairing such damages and cease damaging said Dwelling Unit is considered a material term of the Rental Agreement.

3. Nuisance or Illegal Purpose. Tenant creates a nuisance or uses the Dwelling Unit for an illegal purpose as provided in California Code of Civil Procedure section 1161 subsection (4) including:

a. Any crime or act of violence committed by a Tenant of a Dwelling Unit which involves use of a gun or a deadly weapon, or inflicts serious bodily injury and for which a police report has been filed, but not a crime or act of violence that is committed against a person residing in the same Dwelling Unit as the person committing the crime;

b. Any threat of violent crime or violence, which includes any statement made by a Tenant, or at the Tenant's request, by the Tenant's agent, to any person who is on the property where the Dwelling Unit is located, threatening the commission of a crime or violence which will result in death or serious bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is unequivocal, immediate, and specific as to

convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, but not including a threat that is committed against a person who is residing in the same Dwelling Unit as the person making the threat;

c. Tenant has created or is maintaining a dangerous and unsanitary condition and that condition has not been promptly abated or repaired after written notice to the Tenant from the Landlord and the passage of a reasonable cure period; or

d. The act or acts constituting domestic violence, sexual assault, or stalking against the Tenant or a member of the Tenant's household cannot form the substantial basis of a For Cause termination of the Tenancy. The Tenant or a member of the Tenant's household may raise such facts as an affirmative defense to a Landlord's termination of the Tenancy.

4. Failure to Sign Substantially Similar Lease. The Tenant has refused to agree to a new written Rental Agreement upon expiration of a prior Rental Agreement, but only if the new Rental Agreement contains provisions that are substantially identical to the prior written Rental Agreement, and is consistent with federal, State, and local laws. For purposes of this Subsection, the Landlord's written request or demand must be received no later than ninety (90) days before final day of Tenancy of the prior Rental Agreement.

5. Failure to Vacate as Required by Approved Relocation Application. The Tenant has failed to vacate the Dwelling Unit as required by a relocation application that has been approved by the County, including relocation applications received from a Landlord to comply with a government order.

6. Households Exceeding Income Limits in Government Regulated Units. A Landlord may discontinue future renewals of a Rental Agreement if the Tenant's household income exceeds the income limits for a Dwelling Unit with rents that are controlled or regulated by any government unit, agency, or authority pursuant to a regulatory agreement or other recorded encumbrance that limits use and occupancy of the Dwelling Unit by a Tenant household with specified incomes. The Landlord must provide one year written notice to discontinue future renewals of the Rental Agreement based solely on the certified Tenant household income.

E. No-Fault Termination of Tenancy. If a Landlord can show any of the following circumstances with respect to a termination of Tenancy in a Dwelling Unit, the termination qualifies as a No-Fault termination.

1. Landlord or Landlord's Family Member Occupancy. A Landlord who owns a Dwelling Unit seeks in good faith to recover possession of said Dwelling Unit for the Landlord's own use and occupancy as the Landlord's principal residence for at least thirty-six (36) consecutive months, or for the use and occupancy as the principal residence by the Landlord's Family Member for at least thirty-six (36) consecutive months.

a. Sixty-Day Notice Period. A Landlord must provide the Tenant sixty (60) days written notice that the Landlord intends to terminate the Tenancy. The Tenant may not waive the required sixty (60) days' notice.

b. Fifty-Percent Ownership Interest. In order to evict for Landlord or Landlord's Family Member occupancy, the Landlord must possess legal title to at least fifty percent (50%) of the building or be a beneficiary with an interest of at least fifty percent (50%) in a trust that owns the building. If the Landlord is a corporation, partnership, or limited liability company, then each individual who intends to evict a Tenant under this Section and occupy the Dwelling Unit, must have at least a fifty percent (50%) beneficial interest in that business entity. Additionally, if two persons purchase a duplex and each own fifty percent (50%) of the building each may evict a Tenant under this Section.

c. Dwelling Unit Limitation. A Landlord with less than one hundred percent (100%) ownership interest in a property may occupy only one Dwelling Unit. A Landlord with one hundred percent (100%) ownership interest in a property may occupy up to two Dwelling Units within the building.

d. A Landlord may only terminate a Tenancy under this Section if the Landlord or Landlord's Family Member who will reside in the Dwelling Unit is similarly situated as the Tenant, who is being displaced:

(i) If the Tenant is at least sixty-two (62) years of age or older, then the Landlord or the Landlord's Family Member who will reside in the Dwelling Unit must also be sixty-two (62) years of age or older;

(ii) If the Tenant is a person with a disability who has a physical or mental impairment that limits one or more of a person's major life activities within the meaning of the California Fair Housing and Employment Act pursuant to California Government Code section 12926, then the Landlord or the Landlord's Family Member who will reside in the Dwelling Unit must also be a person with a disability;

(iii) If the Tenant has a terminal illness as verified by their medical primary care provider then the Landlord or the Landlord's Family Member who will reside in the Dwelling Unit must also have a terminal illness; or

(iv) If the Tenant is a low-income tenant (low-income tenant means a person and family whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in California Health and Safety Code section 50079.5), then the Landlord or the Landlord's Family Member who will reside in the Dwelling Unit must also be a low-income individual.

e. It shall be rebuttably presumed that the Landlord has not acted in good faith if the Landlord or the Landlord's Family Member for whom the Tenant was displaced does not move into the Dwelling Unit within sixty (60) days and occupy said unit as that person's principal residence for a minimum of thirty-six (36) consecutive months.

2. Withdrawal of Dwelling Units from Rental Market. A Landlord seeks to withdraw from the residential rental market pursuant to the Ellis Act, subject to the following conditions and requirements:

a. Landlord complies with all provisions of the Ellis Act, unless otherwise indicated in this Section.

b. Not less than one hundred twenty (120) days from the date the Landlord intends to withdraw the Dwelling Units in a building or structure from the rental market, and after completion of all required proceedings, if any, the Landlord shall provide written notice of termination of Tenancy to the Department and all affected Tenants, on a form approved by the Department.

c. Landlord's notice of termination of Tenancy to the Department shall contain the following information:

(i) Address and legal description of the subject property;

(ii) Identify the Landlord of the property;

(iii) Number of Dwelling Units being removed;

(iv) The names of all Tenants residing in the Dwelling Units being removed;

(v) Date upon which the building(s) are intended to be withdrawn; and

(vi) The relocation assistance that the Tenant is qualified to receive in order to mitigate any impact on the Tenant from being displaced in accordance with Section 8.52.110 as well as any additional assistance if the Tenant is low-income, has minor children, is an elderly person, and/or a disabled person in accordance with Section 8.52.110.

d. Landlord's notice to all affected Tenants shall contain the following information:

(i) That the Landlord is evicting the Tenant pursuant to this Subsection and will provide the County with the written notice required in this Section;

(ii) That within thirty (30) days of receipt of notice to terminate, the Tenant may notify the Landlord in writing that the Tenant would be interested in re-renting the Dwelling Unit if any of the Dwelling Units are re-offered for rent at a future time and advising the Tenant to notify the Landlord of future address changes.

(iii) A description of the Tenant's rights.

(iv) The notice shall be accompanied by relocation assistance and any additional special assistance provided to the Tenant in accordance with Section 8.52.110; and

(v) A description of the Tenant's rights to relocation assistance and any other rights set forth in this Chapter.

e. The following Tenants who have resided in the Dwelling Unit for at least one year prior to the Landlord's notice of intent to withdraw the Dwelling Unit in a building or structure from the residential rental market, and after receiving one hundred twenty (120) days written notice, may submit a written request to the Landlord to receive an extension of one year from the Tenant's date of notice:

(i) A Tenant who is at least sixty-two (62) years of age; or

(ii) A Tenant with a disability who has a physical or mental impairment that limits one or more of a person's major life activities within the meaning of the California Fair Housing and Employment Act pursuant to California Government Code section 12926.

3. Government Agency or Court Order.

a. The Landlord shall comply with any of the following:

(i) An order issued by a government agency or court relating to habitability that necessitates vacating the residential real property;

(ii) An order issued by a government agency or court to vacate the residential real property; or

(iii) A local ordinance that necessitates vacating the residential real property.

b. If it is determined by any government agency or court that the Tenant is at fault for the condition or conditions triggering the order or need to vacate under this Section, the Tenant shall not be entitled to relocation assistance as outlined in Section 8.52.110.

4. Tenant's Right of First Return.

a. Return Within Five (5) Years of Covered Rental Unit. A Tenant of a Covered Rental Unit whose Tenancy was terminated in accordance with this Section is entitled to receive notice of the first right to return to rent the same

Covered Rental Unit previously charged for the Covered Rental Unit plus any annual general increases available under this Chapter. The Landlord must deliver the notice to the Tenant in a form approved by the Department. A Tenant may return to the Covered Rental Unit if:

(i) The Tenant has provided the Landlord a current mailing address and/or email address at which to receive notice from Landlord that Covered Rental Unit is available for Rent; and

(ii) The Landlord returns the Covered Rental Unit to the residential rental market within five (5) years after the effective date of withdrawal of a building containing the Covered Rental Unit from the residential rental market.

b. Return Within Ten (10) Years of A Dwelling Unit. A Landlord of a building containing a Dwelling Unit that was withdrawn from the residential rental market within the previous ten (10) years must provide one hundred twenty (120) days written notice to the County and previous Tenants of the Landlord's intent to return the Dwelling Unit to the residential rental market.

c. Any Tenant displaced from a Dwelling Unit in connection with the withdrawal of a building containing a Dwelling Unit from the residential rental market may request the first right of return from the Landlord within thirty (30) days of receipt by the County of a Landlord's written notice of intent to return the Dwelling Unit to the residential rental market.

d. Nothing in this Section shall be construed to relieve the Landlord of the obligation to directly contact the former Tenant and to advise the Tenant

that the withdrawn Dwelling Unit will again be offered for Rent. Notice shall be on a form approved by the Department.

e. Registry. The County may create a registry of Tenant contact information for use by Tenants and Landlords to facilitate communication regarding the first right of return. Each Landlord shall use relevant information in the registry, in addition to information provided voluntarily by each Tenant, when complying with first right of return obligations and relocation assistance under this Chapter.

5. Fees. The County may establish fees for County-incurred costs that shall be paid by a Landlord who exercises the ability to withdraw Covered Rental Units from rent or lease. The County shall set the fee so as to recover all costs of administering the provisions of this Chapter. The fees shall be paid to the County prior to the Landlord's service of the notice to withdraw the Dwelling Units on any Tenant. Failure to pay the fees prior to service of the notice to the Tenants shall invalidate such notice.

6. Recordation of Memorandum. The Landlord shall record a memorandum on a County approved form with the County's Registrar Recorder/County Clerk encumbering the property where the Dwelling Unit is located within ten (10) days of providing notice to the County of the Landlord's intent to withdraw the Dwelling Units from the residential rental market.

a. The memorandum must be executed by the fee owner(s) of the property.

b. The memorandum shall summarize the obligations of the fee owner and Landlord, and any successor in interest to the fee owner and Landlord

related to the property including the Tenant's notice to be notified upon Dwelling Units returned to the residential rental market.

c. The summary memorandum must encumber the property for ten (10) years from the date of its notice to the County to withdraw from the residential rental market.

d. The Landlord shall deliver to the Department a conformed copy of the recorded memorandum within sixty (60) days after filing its notice to the County to withdraw from the residential rental market.

8.52.100 Tenant Buyout Agreements.

A. Landlord's Disclosure Prior to Buyout Offer. Prior to making a buyout offer, the Landlord shall provide each Tenant in the Dwelling Unit a written disclosure, on a form approved by the Department, that shall include all of the following:

1. A statement that the Tenant has a right not to enter into buyout negotiations or a buyout agreement;

2. A statement that the Tenant may choose to consult with an attorney before entering into a buyout agreement;

3. A statement that the Tenant may rescind the buyout agreement for up to forty-five (45) days after it is fully executed;

4. A statement that the Tenant may contact the Department for information about other buyout agreements in the Tenant's neighborhood and other relevant information;

5. Any other information required by the Department consistent with the purpose and provisions of this Section; and

6. A space for each Tenant to sign and write the date the Landlord provided the Tenant with the disclosure.

B. Requirement for Buyout Agreements. A buyout agreement that does not satisfy all the requirements of this Section may be rescinded by the Tenant within forty-five (45) days of execution of the buyout agreement. The buyout agreement shall:

1. Be in writing in the primary language of the Tenant. The Landlord shall give each Tenant a copy of the proposed buyout agreement at least ten (10) business days before it is executed.

2. Include the following statement in bold letters in at least fourteen-point (14 pt) type in close proximity to the space reserved for the signature of the Tenant(s):

a. "You may cancel this buyout agreement in writing at any time before the forty-fifth (45th) day after all parties have signed this buyout agreement."

b. "You have a right not to enter into a buyout agreement."

c. "You may choose to consult with an attorney before signing this buyout agreement. The County of Los Angeles Department of Consumer and Business Affairs may also have information about other buyout agreements in your neighborhood."

3. Provide to the Tenant a copy of the fully executed buyout agreement.

C. Rescission of Buyout Agreement. A Tenant shall have the right to rescind a buyout agreement for up to forty-five (45) days after its execution by all parties. In order to rescind a buyout agreement, the Tenant must hand-deliver, email, or certified mail, return receipt requested, a statement to the Landlord indicating that the Tenant has rescinded the buyout agreement.

D. Filing of Buyout Agreement and Disclosure Notice. The Landlord shall file a copy of the executed buyout agreement, along with proof of service to the Tenant of the disclosure notice as required in this Section, within sixty (60) days after the buyout agreement is executed by all parties. Buyout agreements and disclosure notices shall be filed with the Department.

8.52.110 Relocation Assistance.

A. Permanent Relocation Assistance. When relocation assistance is required by this Section to Tenants who are evicted from their Dwelling Unit pursuant to Section 8.52.090(E), the Landlord must make relocation assistance payment to an escrow in accordance with the Department's procedures and guidelines simultaneously served with the notice.

1. The County will determine standard relocation assistance amounts based on the following:

a. Three times the Countywide median rent based on the Dwelling Unit size;

b. Estimated costs associated with disconnecting and reconnecting utilities;

c. Estimated packing and moving costs;

d. Estimated storage costs for three (3) months;

e. Packing supplies;

f. Application fees; and

g. Taxes.

2. A Tenant who is either a Qualified Tenant or a Lower-Income Tenant as defined in this Section may receive additional relocation assistance.

a. Qualified Tenant. If one of the Tenants living in the Dwelling Unit from which the Tenants are to be displaced includes a person who is sixty-two (62) years of age or older, disabled, or has children under the age of eighteen (18), then all Tenants living in the Dwelling Unit are collectively entitled to the Qualified Tenant relocation assistance listed in the relocation fee schedule.

b. Lower-Income Tenant. If one of the Tenants living in the Dwelling Unit from which the Tenants are to be displaced includes a lower-income person as defined by California Health and Safety Code section 50079.5 and annually listed, as adjusted for household size, then all Tenants living in the Dwelling Unit are collectively entitled to the Lower-Income Tenant relocation assistance listed in the relocation fee schedule.

B. Temporary Relocation Assistance. A Landlord must pay temporary relocation assistance to Tenants of a Dwelling who are temporarily displaced due to repairs, rehabilitation of Dwelling Unit, health and safety violations, or other work that cannot be completed while Tenant remain in the Dwelling Unit.

1. Thirty (30) Days or Less. A Landlord must provide the Tenant a per-diem payment if the Tenant will be temporarily displaced for thirty (30) days or less.

2. Thirty-One (31) Days or More. A Landlord must provide the Tenant either a per-diem payment or comparable temporary accommodations, if available.

3. Per-Diem Payment. Per-diem payment will be based on the Federal General Services Administration per-diem rate for lodging in Los Angeles County, which is updated on a yearly basis.

C. Escrow Account. Relocation assistance shall be deposited into an escrow account pursuant to the County's procedures and regulations.

D. No Waiver. A Tenant cannot waive his or her right to receive relocation assistance required by this Chapter.

E. Relocation Specialist Services. A Landlord must, at the Landlord's own expense, hire a relocation specialist with experience in providing relocation services to Tenants in the County. A Landlord must also obtain the Department's approval of the relocation specialist services prior to providing relocation services to the Tenant.

F. Refund of Security Deposit. A Landlord must refund to the Tenant any security deposit paid by the Tenant. A Landlord may withhold any properly itemized deductions from the security deposit in accordance with California Civil Code section 1950.5.

G. Relocation Assistance Set By the Board. The relocation assistance per Dwelling Unit shall be set by the Board and may be based on the number of bedrooms per Dwelling Unit or as provided by the Board.

H. Any action brought by a Tenant for a violation of this Section must be brought in a court of competent jurisdiction. In a civil suit, a Landlord found to violate this Section shall be liable to the aggrieved Tenant. A prevailing Tenant in a civil action shall be awarded attorneys' fees and costs. No administrative remedy need be exhausted prior to filing suit pursuant to this Section.

8.52.120 Notices to Tenants.

A. Mandatory Notices to Tenants. Landlords must provide to each Tenant a notice of Tenant rights under this Chapter. The Department shall publish a form notice of Tenant rights in English and other frequently spoken languages. Landlords must provide the form notice in the following circumstances:

1. Within thirty (30) calendar days of enactment of this Chapter;

2. When entering a Rental Agreement, by including a copy of the form notice as an exhibit or attachment to the written Rental Agreement;

3. When renewing a Rental Agreement; and

4. When providing notice of a Rent increase or decrease in a Covered Rental Unit or a Housing Service.

B. If the Rental Agreement is negotiated or written in a language other than English, the Landlord must also provide the form notice of Tenant rights in English and the language in which the Rental Agreement was negotiated or written.

C. Posting on Property. A Landlord must post a copy of the form notice of Tenant rights poster, as published by the Department, in an accessible area of the property.

8.52.130 Retaliatory Eviction and Anti-Harassment.

A. Retaliatory Eviction.

1. If the main intent of the Landlord is terminating a Tenancy or refusing to renew a Tenancy is retaliatory in nature, and if the Tenant is not in default as to the payment of Rent, then the Landlord may not terminate the Tenancy or refuse to renew the Tenancy or cause the Tenant to quit involuntarily.

2. In an action to recover possession of the Dwelling Unit, proof of the exercise by the Tenant of rights under the law within six (6) months prior to the alleged act of retaliation shall create a rebuttable presumption that the Landlord's act was retaliatory.

3. A Tenant may assert retaliation affirmatively or as a defense to the Landlord's action without the aid of the presumption regardless of the period of time which has elapsed between the Tenant's assertion or exercise of rights under this Chapter and the alleged act of retaliation.

4. Retaliation against a Tenant because of the Tenant's exercise of rights under this Chapter is prohibited. Retaliation claims may only be brought in court and may not be addressed administratively. A court may consider the protections afforded by this Chapter in evaluating a claim of retaliation.

B. Anti-Harassment. No Landlord, agent, contractor, subcontractor or employee of the Landlord shall, with respect to property used as a Dwelling Unit under any Rental Agreement or other Tenancy or estate at will, however created, do any of the following in bad faith:

1. Interrupt, terminate, or fail to provide Housing Services required by contract or by State, County, or local housing, health, or safety laws;

2. Fail to perform repairs and maintenance required by Rental Agreement or by State or local housing, health, or safety laws;

3. Fail to exercise due diligence in completing repairs and maintenance once undertaken or fail to follow appropriate industry repair, containment or remediation protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;

4. Abuse the Landlord's Right of Access Into a Dwelling Unit. This includes entries for inspections that are not related to necessary repairs or services; entries excessive in number; entries that improperly target certain Tenants or are used to collect evidence against the occupant or otherwise beyond the scope of an otherwise lawful entry;

5. Abuse the Tenant with words which are offensive and inherently likely to provoke an immediate violent reaction. This includes words used during in-person conversations, through social media postings or messages, or other communications;

6. Influence or attempt to influence a Tenant to vacate a Dwelling Unit through fraud, intimidation or coercion, which shall include threatening to report a Tenant to the United States Department of Homeland Security;

7. Threaten the Tenant, by word or gesture, with physical harm;

8. Violate any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, human immunodeficiency virus (HIV)/ acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income;

9. Take action to terminate any Tenancy including service of any notice to quit or other eviction notice or bring any action to recover possession of a Dwelling Unit based upon facts which the Landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the landlord. No Landlord shall be liable under this Subsection for bringing an action to recover possession unless and until the Tenant has obtained a favorable termination of that action;

10. Remove from the Dwelling Unit personal property, furnishings, or any other items without the prior written consent of the Tenant, except when done pursuant to enforcement of a legal termination of Tenancy;

11. Offer payments to a Tenant to vacate more than once in six (6) months, after the Tenant has notified the Landlord in writing that the Tenant does not desire to receive further offers of payments to vacate;

12. Attempt to coerce a Tenant to vacate with offers of payment to vacate which are accompanied with threats or intimidation. This shall not include settlement offers made in good faith and not accompanied with threats or intimidation in pending eviction actions;

13. Refuse to acknowledge receipt of a Tenant's lawful Rent payment;

14. Refuse to cash a Rent check for over thirty (30) days;

15. Request information that violates a Tenant's right to privacy including, but not limited to, residence or citizenship status, protected class status, or social security number, except as required by law or in the case of a social security number, for the purpose of obtaining information for the qualifications for a Tenancy, or not release such information except as required or authorized by law;

16. Interfere with a Tenant's right to privacy including, but not limited to, entering or photographing portions of a Dwelling Unit that are beyond the scope of a lawful entry or inspection;

17. Interfere with a Tenant's right to quiet use and enjoyment of a rental housing unit as that right is defined by State law;

18. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace, or quiet of any person lawfully entitled to occupancy of such Dwelling Unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a Dwelling Unit to vacate such Dwelling Unit or to surrender or waive any rights in relation to such occupancy;

19. Remove a Housing Service for the purpose of causing the Tenant to vacate the Dwelling Unit. For example, taking away a parking space knowing that a Tenant cannot find alternative parking and must move; and

20. Interfere with the right of Tenants to organize as Tenants and engage in concerted activities with other Tenants for the purpose of mutual aid and protection; provide property access to tenant organizers, advocates, or representatives working with or on behalf of Tenants living at a property; convene tenant or tenant organization meetings in an appropriate space accessible to Tenants under the terms of their Rental Agreement; or distribute and post literature informing other Tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards.

C. This Section shall not apply to any attorney who in good faith initiates legal proceedings against a Tenant on behalf of a Landlord to recover possession of a Dwelling Unit.

8.52.140 Procedures and Guidelines.

The Director may develop and publish procedures and guidelines to aid in the implementation of this Chapter, which procedures and guidelines must be approved by the Board.

8.52.150 Administrative Review and Appeals to Rental Housing Oversight Commission.

A. Administration Determination.

1. The Department shall review and evaluate applications or petitions pursuant to this Chapter.

2. The Department may request documents, interview affected parties, and gather necessary evidence to review and make appropriate findings.

3. The conclusions and findings of the Department shall be reviewed by the Commission. The decision of the Commission shall be final.

B. Authorization. Any party dissatisfied by the Department's final decision pursuant to this Chapter may request an appeal of that decision to the Commission, unless otherwise prohibited by this Chapter.

C. Time Limit. A party must file a request to review by the Commission within fifteen (15) days of the Department's final decision. The Commission shall have no authority to consider matters not filed within fifteen (15) days of the Department's final decision.

D. Filing of Appeals. An appeal shall be filed with the secretary or clerk of the Commission on the prescribed form, along with any accompanying appeal fee, and shall state specifically whether the basis of the appeal is that:

1. The determination or interpretation is not in accord with the purposes of this Chapter;

2. There was an error or abuse of discretion;

3. The record includes inaccurate information; or

4. The decision is not supported by the record.

E. Procedures for Appeals.

1. Hearing Dates. The Commission may delegate the setting of hearing dates to its secretary or clerk.

2. Public Hearing. The appeal hearing shall be conducted at a hearing open to the public. At the hearing, the Commission shall review the record of

the decision and hear testimony of the party requesting the appeal, representatives of the Department, and any other interested party.

3. Application and materials. At an appeal hearing, the Commission shall consider only the application that was the subject of the Department's final decision.

F. Decision and Notice.

1. After the hearing, the Commission shall either:

a. Affirm, modify, or reverse the Department's decision and specify the reasons for its decision; or

b. Refer the matter back to the Department for further review.

2. Decisions shall be rendered within thirty (30) days of the close of the hearing. If the Commission fails to act within thirty (30) days of the close of the hearing, the Department's decision shall be deemed affirmed.

3. The secretary or clerk of the Commission shall mail the Commission's decisions to the parties within ten (10) days after it is rendered.

G. Final decision. The decision of the Commission shall be final and not subject to further appeal.

8.52.160 Administrative Fines

A. Administrative Fines. Any Landlord or Tenant who violates any provision of this Chapter, or Department's procedures and guidelines, is subject to an administrative fine not to exceed $1,000.

B. Remedies are Cumulative. Each day that a violation continues shall constitute a separate and distinct offense. The remedies set forth in this section are cumulative and in addition to any other penalty provided by law, including any remedies which may be sought in a civil action. The provisions of this Chapter shall not be construed as limiting any party's right to obtain relief to which he or she may be entitled at law or in equity.

C. Notices of Violation and Administrative Fine. If the Department determines that a Landlord or Tenant has violated this Chapter, or Department's procedures and guidelines, the Department may issue Notices of Violation and Administrative Fine in accordance with the authority and procedures set forth in Code Chapter 1.25.

D. Administrative Appeals and Judicial Review.

1. Administrative Appeal. Any Landlord or Tenant who receives a Notice of Administrative Fine may request an administrative hearing before a hearing officer in accordance with Code Chapter 1.25.

2. Judicial Review of Hearing Officer Decision. Any Landlord or Tenant may seek judicial review of a hearing officer's decision pertaining to the imposition of an administrative fine in accordance with Code Chapter 1.25.

8.52.170 Remedies.

A. Civil Remedies. County Counsel is authorized to bring a civil action and/or proceeding for violation of this Chapter, or any Department's procedures and guidelines, for civil penalties, injunctive, declaratory and other equitable relief, restitution

and reasonable attorneys' fees and costs and may take such other steps as necessary to enforce this Chapter.

B. Civil Penalty. Any person violating any of the provisions, or failing to comply with any of the requirements of this Chapter, may be liable for a civil penalty not to exceed $1,000 for each violation.

C. Criminal Penalty. 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 and punished by a fine of not more than $1,000.00, or by imprisonment in the County jail for a period of not more than six (6) months, or by both.

D. Each violation of any provision of this Chapter, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.

8.52.180 Education and Outreach.

The Department shall have the authority to contract, in accordance with County contracting rules and procedures, with community based organizations for them to assist in the education and outreach related to this Chapter.

8.52.190 Waiver Prohibited.

Any waiver of rights under this Chapter shall be void as contrary to public policy.

8.52.200 Severability.

If any provision of this Chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or

applications of this Chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Chapter are declared to be severable.

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