

**COUNTY OF LOS ANGELES  
INTERIM RENT STABILIZATION ORDINANCE  
ORDINANCE NO. 2018-0045**

**FINDINGS OF THE HEARING OFFICER  
AND ORDER  
COUNTY OF LOS ANGELES  
CASE NUMBER RSQ19-14821**

1. The Los Angeles County ("County") Hearing Officer conducted a duly-noticed public hearing in the matter of Interim Rent Stabilization Ordinance Petition for Noncompliance, Case Number RSQ19-14821 on 13 February 2020.
2. The Interim Rent Stabilization Ordinance, Ordinance 2018-0045 ("IRSO"), adopted by the Los Angeles County Board of Supervisors on November 20, 2018, established rent levels as they existed on September 11, 2018 and limited rental increases to no more than three percent (3%) within a twelve-month period. The IRSO provided for landlords and tenants to petition the County for either relief from the moratorium on rent increases, or for finding a landlord in noncompliance with the IRSO, respectively.
3. Eliazar Valente ("Petitioner") rents a covered rental unit located at 1305 East 71<sup>st</sup> Street, Los Angeles, California, 90001, identified as Assessor's Parcel Number 6010-024-040 ("Property"). The Property is located in the unincorporated community of Florence-Firestone in Los Angeles County. Public records indicate the Property contains two residential units and was built in 1962.
4. On 11 September 2018, Petitioner was paying monthly rent of \$1,000.00. Petitioner received a notice of rent increase on 30 August 2019 which proposed a residential rent increase to \$1,050.00, effective 1 October 2019. The \$50.00 increase was an increase of five percent (5%) and exceeds the 3% allowed under the IRSO. Under the IRSO, Petitioner's maximum allowable rent is \$1,030.00. Petitioner payed \$1,050.00 for four months from October 2019 through January 2020. Respondent agreed to return the \$20.00 overage paid for the four months, and Petitioner confirmed that the \$80.00 overpayment had been returned.

At the same time, Petitioner reported receiving a 30-Day Notice of Change in Terms of Tenancy, which directed Petitioner not to park on the Property in front of the house or on the Property's driveway. Petitioner reported paying \$30.00 per month to park at another location, and asserts that taking away the ability to park on the Property constitutes a reduction in housing services. Respondent disputed that parking was a housing service, and claimed that Petitioner was told to ask permission to park on the Property. Petitioner claimed that Petitioner had been able to park on the property every day since moving in two years ago, and never had to ask permission.

The rent increase to \$1,030 in combination with the reported reduction in housing services totaled \$60.00 per month, or a 6% increase in monthly rent. Petitioner testified at the hearing to paying monthly rent of \$1,050 from October 2019 through January 2020 (prior to overpayment return), and \$1,030 for February 2020. As of the date of these findings, Petitioner would also have paid \$1,030 for the March 2020 rent, for a total of six month's rent at \$1,030 per month.

The following chart (see Page 2) depicts rental and housing service payments by Petitioner over the six-month period, the overpayment returned by Respondent, and overpayment amount due to Petitioner.

A	B	C	D	E	F	G	H
Month	Rent Paid	Housing Service Paid	Total Paid (B+C)	Allowable Limit	Overpayment (D-E)	Overpayment Returned	Overpayment Refund Due to Tenant (F-G)
Oct. 2019	\$ 1,050.00	\$ 30.00	\$ 1,080.00	\$ 1,000.00	\$ 80.00	\$ 20.00	\$ 60.00
Nov. 2019	\$ 1,050.00	\$ 30.00	\$ 1,080.00	\$ 1,000.00	\$ 80.00	\$ 20.00	\$ 60.00
Dec. 2019	\$ 1,050.00	\$ 30.00	\$ 1,080.00	\$ 1,000.00	\$ 80.00	\$ 20.00	\$ 60.00
Jan. 2020	\$ 1,050.00	\$ 30.00	\$ 1,080.00	\$ 1,000.00	\$ 80.00	\$ 20.00	\$ 60.00
Feb. 2020	\$ 1,030.00	\$ 30.00	\$ 1,060.00	\$ 1,000.00	\$ 60.00	\$ -	\$ 60.00
Mar. 2020	\$ 1,030.00	\$ 30.00	\$ 1,060.00	\$ 1,000.00	\$ 60.00	\$ -	\$ 60.00
<b>Total</b>	<b>\$ 6,260.00</b>	<b>\$ 180.00</b>	<b>\$ 6,440.00</b>	<b>\$ 6,000.00</b>	<b>\$ 440.00</b>	<b>\$ 80.00</b>	<b>\$ 360.00</b>

Petitioner and Respondent stated they do not have a written rental agreement.

5. Petitioner returned the Proof of Service form to Department of Consumer and Business Affairs ("DCBA") staff ("Staff") on 24 January 2020.
6. Petitioner and Respondent appeared at the public hearing.

**BASED ON THE FOREGOING, THE HEARING OFFICER CONCLUDES THAT:**

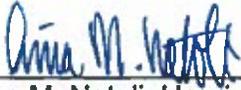
1. Petitioner's rental unit is subject to the IRSO.
2. The residential rent increase imposed by Respondent exceeded the 3% rent increase allowed by the IRSO.
3. The loss of on-site parking was a decrease in housing services. Respondent allowed Petitioner to park on the Property for two years as part of his tenancy. Without a written rental agreement specifying parking terms or Petitioner being told to cease on-site parking, Respondent waived the ability to retroactively assert that parking was not provided as part of the tenancy.
4. The reduction in housing services (i.e., parking) constitutes a rent increase under the IRSO, as Petitioner pays an additional \$30.00 per month, or 3%, for off-site parking.
5. Taking into consideration the \$30.00 monthly parking fee paid by Petitioner, as well as the 3% permitted rent increase, monthly rent for the period October 2019 through March 2020 should have been \$1,000.00. However, Petitioner was paying \$1,030.00. The six months of overpayment, including rent and housing service, totals \$360.00 (per the chart, above).
6. Petitioner has met the burden of proving beyond a preponderance of the evidence that a rent increase in excess of the allowable 3% did occur, due to the increase in monthly rent and the concurrent loss of a housing service.

**THEREFORE, THE HEARING OFFICER:**

1. Affirms Interim Rent Stabilization Ordinance Petition for Noncompliance Case No. RSQ19-14821.
2. Orders Respondent to return the overpayment of \$360.00 to Petitioner, either as one lump sum payable by 1 April 2020, or over six months from 1 April 2020 through 1 September 2020 at \$60.00 per month, and orders that Respondent report to DCBA Staff which option Respondent elects.
3. Orders that Petitioner's rent not exceed \$1,000.00 through September 2020, and cannot be

increased until 1 October 2020, at which time Respondent may then increase the rent an additional 3% (or as otherwise permitted by the IRSO or permanent County rent stabilization ordinance applicable at that time) without the approval of DCBA pursuant to the IRSO and in accordance with California Civil Code section 827.

**ACTION DATE:** 13 February 2020



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Gina M. Natoli, Hearing Officer



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Date

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