



Date: Tuesday, October 20, 2020

To: Honorable Mayor and Members of the City Council

From: Vice Mayor Dee Andrews, Sixth District Councilmember
Councilmember Roberto Uranga, Seventh District

Subject: Tenant Anti-Harassment Ordinance

RECOMMENDATION:

Direct the City Attorney to prepare an ordinance to address tenant harassment within the City of Long Beach. Direct the City Attorney to bring this back to the City Council for consideration at its next scheduled meeting, or as soon thereafter as reasonably possible.

DISCUSSION

Over the years, tenants have reported increasing and significant incidents of harassment throughout the City of Long Beach. These include, but are not limited to, interruption or termination of housing services, failure to timely perform unit maintenance, abuse of the landlord's right of access into dwelling units, demands that tenants sign over their federal stimulus checks to pay rent, statements of false information regarding housing policies and protections, and service of improper notices to vacate.

The City Council therefore requests the City Attorney to draft an urgency ordinance with the following provisions, to deter and prevent tenant harassment.

No landlord shall:

1. Interrupt, terminate, or fail to provide Housing Services required by written or oral contract or by federal, State, County, or local housing, health, or safety laws, or threaten to do so, or violate or threaten to violate Cal. Civil Code Section 789.3 (i.e., utility shut-offs and illegal lockouts);
2. Fail to timely perform repairs and maintenance required by a Rental Agreement or by federal, State or local housing, health, or safety laws; fail to exercise due diligence in completing repairs once undertaken; failure 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; or conduct elective renovation or construction of a residential rental unit for the purpose of harassing a Tenant;

3. Abuse the right of access into a dwelling unit as established by Cal. Civil Code Section 1954. Such abuse includes, but is not limited to, entries for inspections that are not related to necessary repairs or services; entries excessive in number; entries or demands for entry at times outside normal hours for business; entries contrary to a tenant's reasonable request to change date or time of entry; photographing or otherwise recording portions of a rental housing unit that are beyond the scope of a lawful entry or inspection; and misrepresenting the reasons for accessing a rental housing unit;
4. Influence or attempt to influence a Tenant to vacate a Dwelling Unit through fraud, misrepresentation, intimidation or coercion, which shall include threatening to report a Tenant to the United States Department of Homeland Security;
5. Threaten a Tenant, by word or gesture, with physical harm, or abuse the Tenant with words which are inherently likely to provoke an immediate violent reaction, either orally or in writing;
6. 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;
7. 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;
8. Provide false written or verbal information regarding any local, city, state, federal, or other tenant protections, including mischaracterizing the nature or effect of a notice to quit or other eviction notice. False information includes, but is not limited to, requesting or demanding a Tenant sign a new lease not in their native language or enter into a rent repayment plan to take advantage of tenant protection laws that do not have such requirements;
9. Refuse to acknowledge or accept receipt of a Tenant's lawful rent payment as set forth in a Rental Agreement, by usual practice of the parties, or in a Notice to Pay Rent or Quit; refuse to cash or process a Rent check or other form of acceptable rent payment for over thirty (30) days after it is tendered; fail to maintain a current address for delivery of Rent Payments; fail to maintain online payment portal/fund transfer program active and without interruption; or otherwise violate Cal. Civil Code Section 1962;
10. Violate a Tenant's right to privacy, including, but not limited to, by requesting information regarding residence or citizenship status, protected class status, or social security number; release such information except as required or authorized by law; or request or demand an unreasonable amount of information from a Tenant in response to a Reasonable Accommodation request;
11. Communicate with the Tenant in a language other than the Tenant's primary language for the purpose of intimidating, confusing, deceiving, or annoying the Tenant;



12. 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; deny property access to tenant organizers, advocates, or representatives working with or on behalf of Tenants living at a property; prevent tenant or tenant organization meetings in an appropriate space accessible to Tenants under the terms of their Rental Agreement; or discourage distribution or posting in common areas of literature informing other Tenants of their rights; or
13. Commit 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;

If a landlord violates the terms of this ordinance, an aggrieved residential tenant may institute a civil proceeding for injunctive relief, direct money damages, and any other relief the Court deems appropriate, including, at the discretion of the Court, an award of a civil penalty no less than \$2,000 per violation depending on the severity of the violation. If the aggrieved residential tenant is older than 65 or disabled, the Court may award an additional civil penalty up to \$5,000 per violation depending on the severity of the violation. The Court may award reasonable attorney's fees and costs to a residential tenant who prevails in any such action. The Court may award reasonable attorney's fees and costs to a landlord who prevails in any such action and obtains a Court determination that the tenant's action was frivolous. The remedies in this paragraph are not exclusive nor do they preclude any person from seeking any other remedies, penalties or procedures provided by law.

CONCLUSION

Long Beach is a majority renter city where over half the population's renters spend more than 30 percent of their income on rent. Long Beach renters are disproportionately Latino, African American, Cambodian and Filipino. The City continues to have the responsibility to protect families. Creating this ordinance will prevent thousands of families from facing harassment in their homes.

FISCAL IMPACT

No Financial Management or Departmental review was able to be conducted due to the urgency and time sensitivity of this item.

SUGGESTED ACTION

Approve recommendation.