

Date September 1, 2020

R-20

To: HONORABLE MAYOR AND CITY COUNCIL

From: Councilwoman Mary Zendejas, First District
Councilmember Jeannine Pearce, Second District
Councilmember Roberto Uranga, Seventh District

Subject: Long Beach Anti-Harassment for Tenants

RECOMMENDATION:

Direct the City Attorney to prepare an urgency ordinance to address tenant harassment within the City of Long Beach. Direct the City Attorney to bring this urgency ordinance back to the City Council for consideration at its September 8, 2020 Council meeting.

DISCUSSION

The COVID-19 pandemic continues to impact our local, state and national region. In the last six months, many working families have faced unexpected circumstances in loss of jobs, lack of funding resources, health, among other factors. In May 2020, the City Council unanimously voted for an eviction moratorium that helped protect tenants from being evicted during these trying times.

In the past few months, there have been increased and significant reports of tenant harassment from tenants throughout the City of Long Beach. This includes, but is not limited to, interruption or termination of housing services, failure of timely unit maintenance, abuse of the Landlord's Right of Access into a dwelling unit, demanding that tenants sign over their federal stimulus checks to pay rent, influence or intimidate tenants to vacate the unit, threatening tenant's credit rating if unable to pay rent, providing false information of current COVID-19 emergency housing policies, taking action or terminate tenancy, removal of personal property from the dwelling unit, offering payments for the tenant to vacate, improper notices and timing to vacate, refusal of the payment process for rent, removal of housing services for the tenant to vacate, failure to serve a notice of anti-harassment rights and loud, unnecessary construction while residents are sheltering in place.

The City Council requests an ordinance to include the following anti-tenant harassment provisions. No landlord shall:

1. Influence or attempt to influence, through fraud, intimidation or coercion, a residential tenant to transfer or pay to the landlord any sum received by the tenant as part of any governmental relief program.
2. Endeavor to evict a tenant in a manner that violates the terms of the ordinance.
3. 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; and/or violate or threaten to violate Cal. Civil Code Section 789.3;
4. Fail to timely perform repairs and maintenance required by Rental Agreement or by federal, State or local housing, health, or safety laws;
5. 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; conducting elective renovation or construction of a residential Rental Unit for the purpose of annoying or harassing a Tenant.
6. Abuse the Landlord's Right of Access Into a Dwelling Unit as established by Cal. Civil Code

Section 1954. 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; entries or demands for entry at times outside the normal hours for business; entries ignoring a tenant's reasonable request to not enter or to change date or time of entry; including entering and photographing, or otherwise recording portions of a rental housing unit that are beyond the scope of a lawful entry or inspection or misrepresenting the reasons for accessing a rental housing unit.

7. 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;
8. 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;
9. Threaten the Tenant, by word or gesture, with physical harm;
10. Threaten to adversely affect a Tenant's credit rating, report a Tenant to a collection agency or credit reporting agency, or otherwise move to terminate a tenancy, if the Tenant is unable to pay Rent due to circumstances related to COVID-19 during the duration of any city, county, state, or other repayment plan for which the Tenant qualifies;
11. 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;
12. Provide false written or verbal information regarding any local, city, state, federal, or other renter protections;
13. 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;
14. 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; barring entry to, or affecting the ingress or egress to, Rental Unit through any means, except when done pursuant to enforcement of a legal termination of Tenancy;
15. Offer payments to a Tenant to vacate more than once in six (6) months, after the Tenant has notified the Landlord that the Tenant does not desire to receive further offers of payments to vacate;
16. 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;
17. Obtain, or attempt to obtain, a written agreement to vacate without proper notice. It shall also be unlawful to terminate, serve a notice to terminate, or otherwise move to terminate a tenancy based on a purported agreement to vacate without a written and signed Voluntary Notice to Vacate.
18. Refuse to acknowledge or accept receipt of a Tenant's lawful Rent payment as set forth in either a Rental Agreement or as established by the usual practice of the parties; failure to maintain a current address for delivery of Rent Payments; failure to maintain online payment portal/fund transfer program active and without interruption; or otherwise violating Cal. Civil Code Section 1962.
19. Refuse to cash or process a Rent check or other form of acceptable rent payment for over thirty (30) days;
20. Refuse to acknowledge, accept, cash, or otherwise process payment made pursuant to a Notice

- to Pay Rent or make any other payment, before that notice has expired;
21. 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; requesting or demanding an unreasonable amount of information from Tenant either related to their inability to pay rent related to COVID-19, in response to a Reasonable Accommodation request;
 22. 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;
 23. Interfere with a Tenant's right to quiet use and enjoyment of a rental housing unit as that right is defined by State law;
 24. 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;
 25. 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;
 26. 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 or to limit the Tenant's ability to understand whether their rights under this Chapter are being violated;
 27. Request, threaten, obtain, or otherwise attempt to gain a waiver of any portion of this Chapter;
 28. Fail to serve a Notice of Tenant Anti-Harassment Rights on existing tenancies as of the day of the signing of this Chapter, or failing to serve this Notice on a new tenancy started after this passage of this Chapter, or failure to include the Notice in a written agreement for tenancies begun after the passage of this Chapter;
 29. 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.
 30. If a landlord violates the terms of the 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 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% of their income on rent. Long Beach renters are disproportionately Latino, African American, Cambodian and Filipino. Moreover, COVID-19 is disproportionately impacting our Black families. The City continues to have the responsibility to protect families. Creating this ordinance will prevent thousands

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of families from facing harassment in their homes. Long Beach remains strong during these difficult times, but it is important to continue to keeping residents and families safe in their homes from the spread of the coronavirus.

FISCAL IMPACT

No Financial Management review was able to be conducted due to the urgency and time sensitive nature of this item.

STATEMENT OF URGENCY

Due to the immediate need of the concern, we request that the City Attorney draft an urgency ordinance with these revisions for City Council review at the next scheduled City Council meeting on September 8, 2020.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,

Councilwoman Mary Zendejas

