



"Great Apartments Start Here!"

Danielle Leidner-Peretz
Director, Government Affairs &
External Relations
danielle@aagla.org
213.384.4131; Ext. 309

May 5, 2020

Via Electronic Mail

Members of the Los Angeles City Council
City Hall
200 North Spring Street,
Los Angeles, California 90012

RE: 20-0522- Relative to Providing Additional Protections For Residential Tenants, Including Providing Tenants With a Private Right of Action and Prohibiting Landlords From Trying to Take Tenant's Stimulus Money (Agenda Item 2 & 3)

Dear Members of the Los Angeles City Council:

On March 27, 2020 the Los Angeles City Council adopted a Temporary Eviction Moratorium prohibiting certain types of evictions during the COVID-19 pandemic. At the May 6th City Council meeting, the Council will consider adoption of an ordinance which would expand on the City's eviction moratorium provisions by requiring additional owner notice requirements, providing renters with a private right of action, imposition of civil penalties of up to \$15,000 per violation and administrative citations. The Apartment Association of Greater Los Angeles (AAGLA) is opposed to the proposed expansion of the temporary eviction moratorium and urges the Council to consider the issues and recommendations set forth herein.

Moreover, as the proposed ordinance was not posted until late in the afternoon on May 4th, there has been limited opportunity for review and stakeholder feedback. Accordingly, we urge the Council to delay action on this matter to allow for essential review and discussion.

Owner Notice Requirements

The current eviction moratorium included a notice requirement requiring housing providers to provide notice to their renters of the protections afforded under the moratorium within thirty (30) days of the effective date of the ordinance. This notice period has since concluded.

The proposed ordinance under consideration would require owners to provide a second



"Great Apartments Start Here!"

and very similar notice to their renters utilizing a form provided by the Los Angeles Housing and Community Investment Department (HCID+LA) within fifteen (15) days of the effective date of the new ordinance and on an ongoing basis with the issuance of any eviction related documents during the duration of the local emergency and for a period of twelve (12) months thereafter. Additionally, owners are required to provide the notice in English and the language predominately used by each renter.

Housing providers having fulfilled the City's original notice requirements would now be required to provide a secondary notice related to the temporary eviction moratorium, as well as providing this notice anytime they communicate with a renter, long after the emergency has passed. These requirements are administratively burdensome and confusing, to both housing providers and renters.

We urge the City Council to amend this provision and enable the housing provider to provide the notice, once, in English and in the language of the lease agreement which is most likely to reflect the language predominantly used by the renter and would align with State law.

Government Relief Program Funds- Intimidation or Coercion

The proposed ordinance states "No Owner shall influence or attempt to influence, through fraud, intimidation or coercion, a residential tenant to transfer or pay the Owner any sum received by the tenant as part of any government relief program."

One of the primary missions of the Apartment Association of Greater Angeles (AAGLA) is to increase professionalism among rental housing providers and to promote compliance with applicable laws and regulations. The Association does not condone or tolerate any form of renter harassment by our members under any circumstances.

We do not believe that a housing provider's general inquiry relative to a renter's source of income, used to assess a renter's inability to pay rent due to circumstances related to COVID-19, should be considered within the scope of the provisions. Moreover, the proposed language is very broadly written and as a result, any rent paid with funds provided through a government relief program to a housing provider could potentially cause the housing provider to be liable for accepting such funds. Accordingly, we urge the Council to provide clarifying language and possibly cite examples to make the City's intended prohibition clear.

Private Right of Action – Civil Penalties and Reasonable Attorney's Fees and Costs

Housing Providers are not in the eviction business and are not seeking to evade the provisions of the City's Temporary Eviction Moratorium. While the City Attorney's letter provides an example of the type of conduct that this provision is seeking to address, no data has been provided demonstrating a widespread occurrence of this conduct or the necessity for a private right of action.



"Great Apartments Start Here!"

During this unprecedented global pandemic, government action affecting rental housing has been taken at all levels. On the issue of temporary eviction moratoriums alone, Governor Newsom, Mayor Garcetti, the California Judicial Council, the Los Angeles County Board of Supervisors and this City Council have all instituted regulatory restrictions and requirements. These orders and ordinances are being issued and adopted with minimal notice and have led housing providers and renters alike to be confused over which order or ordinance is applicable to them. It has been increasingly more challenging for everyone to stay up to date on the multitude of ever-changing regulatory requirements, let alone to remain in compliance.

Many of our members are small property owners and retirees, living on modest incomes with limited financial reserves to get through the duration of the emergency. The freeze coupled with the City's twelve (12) month from end of the declared emergency deferred rent repayment requirements, which mandates that housing providers provide interest free loans to renters for a yet to be determined time period, will have potentially devastating effects on the City's rental housing providers. The addition of a private right of action and excessive civil penalties and the potential for multiple lawsuits during a time of emergency is unwarranted and will serve to exacerbate their financial hardship as even a minor violation such as providing a delayed notice, innocently caused by a lack of awareness of a recent law change, could result in costly litigation.

The private right of action and associated civil penalties of up to \$15,000 per violation are excessive and unnecessary. Courts already have the authority to issue punitive damages in cases where a determination of malicious intent has been established.

The proposal also provides for the award of attorney's fees and costs, setting forth two separate standards for the awarding of such fees. While prevailing renters may be awarded fees and costs, prevailing housing providers are required to obtain a court determination that the renter's action were frivolous in order to be eligible for reasonable attorney's fees and costs. This disparity is inequitable and inappropriate.

Based on the above issues, we urge the Council, in lieu of a private right of action and excessive civil penalties, to incorporate administrative fines of up to \$1,000 as part of the proposed administrative citations, which is comparable to other local eviction moratoriums.

Thank you for your time and consideration of these matters and recommendations. If you have any questions, please call me at (213) 384-4131; Ext. 309 or contact me via electronic mail at danielle@aagla.org.

Very truly yours,

Danielle Leidner-Peretz

Danielle Leidner-Peretz