

ORDINANCE NO. _____

An ordinance amending Sections 45.33, 45.34, and 45.35 of Article 5.3 of Chapter IV of the Los Angeles Municipal Code for the purpose of updating the Tenant Anti-Harassment Ordinance.

**THE PEOPLE OF THE CITY OF LOS ANGELES
DO ORDAIN AS FOLLOWS:**

Section 1. Section 45.33 of the Los Angeles Municipal Code is amended to read as follows:

Tenant Harassment shall be defined as a landlord's bad faith conduct directed at a specific tenant or tenants that causes the latter detriment or harm. "Bad faith" refers to willful, reckless, or grossly negligent conduct. Examples of Tenant Harassment include but are not limited to the following actions:

1. Reducing or eliminating, or threatening to reduce or to eliminate, housing services required by a lease, contract or law, including the elimination of parking if provided in the tenant's lease or contract, except when necessary to comply with a court order or local or state law, or to create an accessory dwelling unit or additional housing.
2. Failing to perform and timely complete necessary repairs and maintenance required by Federal, State, County, or local housing, health, or safety laws; or failure to follow applicable industry standards to minimize exposure to noise, dust, lead paint, asbestos, or other building materials with potentially harmful health impacts.
3. Abuse of the right of access into a rental unit as established and limited by California Civil Code Section 1954, including the following: entering or photographing portions of a rental unit that are beyond the scope of a lawful entry or inspection; failing to explicitly state the specific justification for entry in the notice of entry to the tenant; failing to reasonably coordinate entry with the tenant's schedule; misrepresenting in the notice of entry the reasons for entering the residential rental property or rental unit; failing to provide the approximate time window for the entry or providing a time window that is unreasonably excessive in time for the stated purpose; failing to timely notify the tenant that the entry for which the tenant was previously given notice has been canceled; excessively requesting entry in a manner not reasonably justified by the reason(s) stated on the notice.
4. Threatening a tenant, or their guests, by word or gesture, with physical harm.
5. Attempting to coerce the tenant to vacate with offer(s) of payments.

6. Representing to a tenant that the tenant is required to vacate a rental unit or enticing a tenant to vacate a rental unit through a misrepresentation or the concealment or omission of a material fact.

7. Threatening or taking action to terminate any tenancy including service of any notice to quit or other eviction notice or bringing action to recover possession of a rental unit based on facts which the landlord has no reasonable cause to believe to be true. No landlord shall be liable under this subsection for bringing an action to recover possession of a rental unit unless and until the tenant has obtained a favorable termination of that action.

8. Threatening to or engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit or whereby the premises are rendered unfit for human habitation and occupancy.

9. Refusing to acknowledge, facilitate, or accept receipt of lawful rent payments or rental assistance payments as set forth in the lease agreement or as established by the usual practice of the parties or applicable law. This includes but is not limited to refusal to accept rent paid on behalf of the tenant from a third party, or refusing to timely provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party.

10. Inquiring as to the immigration or citizenship status of a tenant, prospective additional tenant, occupant, or prospective additional occupant of a rental unit, or requiring any of these people to make any statement, representation, or certification concerning their immigration or citizenship status.

11. Disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of a tenant, whether in retaliation for engaging in legally protected activities or to influence them to vacate or for any other reason.

12. Disclosing or threatening to disclose information about a tenant to any government entity for engaging in legally protected activities or to influence them to vacate.

13. Engaging in an activity prohibited by federal, state, or local housing anti-discrimination laws.

14. Retaliating, threatening, or interfering with tenant organizing activities, including forming or participating in tenant associations and unions.

15. Interfering with a tenant's right to privacy, or requesting information that violates a tenant's right to privacy, including but not limited to residency or citizenship status, Social Security Number, relationship status, or criminal history, except as authorized by law.

16. Unilaterally imposing or requiring an existing tenant to agree to new material terms of tenancy or a new rental agreement, unless any of the following apply: (1) the change in the terms of the tenancy is authorized by California Civil Code Section 1946.2(f), 1947.5, or 1947.12; (2) the change in the terms of tenancy is required by Federal, State, or local law or regulatory agreement with a government agency; or (3) the change in terms of the tenancy was accepted in writing by the tenant after receipt of written notice from the owner that the tenant need not accept such new term as part of the rental agreement.

17. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of a tenant(s) and that cause, are likely to cause, or are committed with the objective to cause a tenant(s) to surrender or waive any rights in relation to such tenancy.

Sec. 2. Section 45.34 of the Los Angeles Municipal Code is amended to read as follows:

A tenant may use the protections afforded in this article as an affirmative defense in an unlawful detainer, ejectment, and other actions, regardless of the factual allegations in the eviction notice, when their landlord engages in actions constituting tenant harassment as defined in this article and other applicable laws.

Sec. 3. Section 45.35 of the Los Angeles Municipal Code is amended to read as follows:

A. An aggrieved tenant under this article, the City of Los Angeles, or any person, organization, or entity who will fairly and adequately represent the interests of an aggrieved tenant(s) under this article, may institute civil proceedings as provided by law, against any landlord violating any of the provisions of this article and any person who aids, facilitates, and/or incites another to violate the provisions of this article, regardless of whether the rental unit remain occupied or has been vacated due to harassment.

B. A tenant prevailing in court under this article shall be awarded three times compensatory damages (including damages for mental or emotional distress), rent refunds for reduction in housing services (if applicable), reasonable attorney's fees and costs, civil penalties up to \$10,000 but not less than \$2,000 per violation depending upon the severity of the violation, tenant relocation (if applicable), and other appropriate relief, as adjudged by the court.

C. If a tenant prevailing under this article is older than 65 years or disabled when any of the harassing conduct occurred, the court may impose additional civil penalties up to \$5,000 per violation depending upon the severity of the violation.

D. Any landlord violation of the provisions of this article, and any person who aids, facilitates, and/or incites another to violate the provisions of this article may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate if legal requirements of equitable relief are met.

E. The remedies in this paragraph are not exclusive nor do they preclude any tenant from seeking any other remedies or penalties as provided by law. The court may also award punitive damages to any plaintiff, including the City of Los Angeles, in a proper case as defined by Civil Code Section 3294 or successor statute. In addition to the remedies provided herein, a violator is liable for such costs, expenses, and disbursements paid or incurred by the City in abatement and prosecution of the violation(s).

F. **Landlord Notice.** A civil proceeding or small claims case initiated under this article alleging any violation of LAMC Section 45.33.2 may be commenced only after the tenant or any other person provides written notice to the landlord of the alleged violation, and the landlord fails to remedy the repair or maintenance issue within a reasonable period of time. However, no waiting period shall apply if the landlord's conduct is intentional and demonstrates a willful disregard for the comfort, safety or well-being of the tenant(s).

G. **Statute of Limitations.** The statute of limitations for an action shall be three years. All remedies under this article shall be available for the entire statutory period.

