

CITY COUNCIL OF THE CITY OF OXNARD  
ORDINANCE NO. 3057

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD  
ADDING ARTICLE III TO CHAPTER 27 OF THE OXNARD CITY CODE  
ESTABLISHING TENANT ANTI-HARASSMENT PROTECTIONS

WHEREAS, a minority of landlords are reported to employ coercive tactics such as reducing housing services, issuing eviction notices based on false grounds, threatening to contact immigration authorities or refusing to conduct repairs required by law, in order to induce tenants to vacate their rent stabilized units; and

WHEREAS, several jurisdictions such as Santa Monica, West Hollywood, Oakland, San Jose and Los Angeles have seen similar trends, resulting in the adoption of tenant anti-harassment ordinances; and

WHEREAS, the City Council determines to adopt the proposed tenant anti-harassment protections ordinance intended to make it clear that an owner can't engage in harassment of any tenant of a residential rental housing unit; and

WHEREAS, specifically defining prohibited tenant harassment will help to put landlords and tenants on notice of their rights and obligations and may prevent harassment, including that which escalates to tenants being forced to move.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OXNARD DOES ORDAIN AS FOLLOWS:

Part 1. A new Article III. – “Tenant Anti-Harassment Protections” is added to Chapter 27 of the City Code to read as follows:

“Article III – TENANT ANTI-HARASSMENT PROTECTIONS

**27-40 TENANT HARASSMENT PROHIBITED.**

No person renting out residential real property, including the owner of such real property or the owner's agent, property manager or representative, or master tenant renting to a subtenant shall, with respect to property used as a residential rental unit under any rental agreement or other tenancy or estate at will, however created, engage in harassment of any tenant of a residential rental housing unit.

**27-41 DEFINITIONS.**

A. Housing Service. Housing services include, but are not limited to, hot and cold water, heat, electricity, gas, refrigeration, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, refuse removal, furnishings, telephone, parking, effective waterproofing and weather protection, painting, and any other benefit,

privilege or facility that has been provided by the landlord to the tenant with use or occupancy of any rental housing unit. Services to a rental housing unit shall include a proportionate part of services provided to common facilities of the building in which the rental housing unit is contained.

B. Owner. An owner, lessor, sublessor, or any other person entitled to receive rent for the use and occupancy of any rental housing unit, or an agent, representative or successor of any of the foregoing.

C. Rental Housing Agreement. An agreement, oral or written or implied, between a landlord and tenant for use or occupancy of residential real property.

D. Tenant. A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a rental housing agreement to the use or occupancy of any rental housing unit.

## **27-42 PROHIBITION OF TENANT HARASSMENT.**

A. Forms of harassment prohibited include, but are not limited to, the following conduct done with an intent to vex, annoy, injure, or intimidate a tenant:

1. A reduction or elimination of housing services as the term “housing service” is defined in this Article.

2. A reduction of maintenance or failure to perform and timely complete necessary repairs or maintenance as set forth by contract or by State, County or local housing, health or safety laws.

3. Abusing the right of access into a rental housing unit as established and limited by California Civil Code Section 1954. This includes:

(i) entries for pretextual inspections that are not related to necessary repairs or services;

(ii) entries or notices to enter that are excessive in number in violation of California Civil Code Section 1954;

(iii) entries that improperly target certain tenants or are used to collect evidence against the tenant for the purpose of finding a reason to terminate the tenant's tenancy;

(iv) entries that interfere with a tenant's right to privacy, including, but not limited to, entering or photographing portions of a rental housing unit that are beyond the scope of a lawful entry or inspection; or

(v) entries outside of normal business hours, which are defined as 7 AM to 7 PM, Monday through Friday, Saturdays 8 AM to 12 PM, except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry;

(vi) entries beyond the scope of an otherwise lawful entry.

4. Engaging in abusive conduct toward a tenant through the use of words which are offensive and inherently likely to provoke an immediate violent reaction.

5. Enticing a tenant to vacate a rental housing unit through an intentional misrepresentation(s) or the concealment of a material fact.

6. Threatening a tenant, by word or gesture, with physical harm.

7. Misrepresenting to a tenant that the tenant is required to vacate a rental housing unit.

8. Failing to exercise due diligence in performing and completing repairs to a rental housing unit after obtaining possession of the unit for the purpose of performing the repairs.

9. Engaging in an activity prohibited by federal, state or local law which prohibits housing discrimination on any basis including but not limited to sexual orientation, race, color, sex, ancestry, ethnic origin, national origin, religion, age, marital status, familial status, parenthood, pregnancy, disability, medical condition, occupancy by a minor child, or citizenship.

10. Threatening to terminate a tenancy, recover possession of a rental unit, or evict a tenant from a rental unit without a proper factual and legal basis. This subsection shall not apply to communications and conduct that are made in connection with actual pending litigation or litigation preparation, including any communications and conduct subject to Civil Code section 47 in conjunction with the "good faith" requirements stated in *Action Apartment Assn., Inc. v. City of Santa Monica* (2007) 41 Cal.4th 1232.

11. Engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit.

12. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in the lease agreement or as established by the usual practice of the parties.

13. Engaging in any act or omission constituting a disturbance of a tenant's possession of rental premises, whereby the premises are rendered unfit for occupancy, or the tenant is deprived of the beneficial enjoyment of the premises.

14. Engaging in construction or renovations at a property that creates conditions designed to encourage any tenant to vacate their rental unit.

15. Prohibiting entry by the tenant into a tenant's unit absent a judicial order permitting repossession by the landlord.

16. 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, or disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of any of the foregoing individuals.

17. Interfering with a tenant's right to privacy, including, but not limited to, using cameras to view the interior of a tenant's rental unit, requesting information regarding residency or citizenship status, or requesting a Social Security number, except as authorized by law.

18. Retaliating, threatening, or interfering with tenant organizing activities, including forming or participating in tenant associations or unions, or for engaging in other political activities.

19. Retaliating against or threatening a tenant for inquiring with, or seeking assistance from, a government or social services agency.

B. The conduct described in paragraph (A) of this section shall not include conduct intended to communicate ideas or beliefs to the public at large which has only an incidental effect upon a person or persons.

## **27-43 PENALTIES.**

A. Criminal Prosecution. Violation of this Article is a misdemeanor and may be prosecuted as such by the City. Upon conviction, any violator shall be punished by a fine of not greater than one thousand dollars (\$1,000) or by imprisonment in the County Jail for not more than six months, or by both such fine and imprisonment.

B. Civil Action for Damages. Any person, including the City, may enforce the provisions of this Article by means of a civil action. Any person or entity violating any of the provisions of this Article is liable for each and every such offense for actual damages suffered by the aggrieved party, or for statutory damages in the sum of ten thousand dollars (\$10,000.00), whichever is greater, and for punitive damages, and shall be liable for attorneys' fees and costs. Any person or entity violating any of the provisions of this section is liable for additional statutory damages in the sum of five thousand dollars (\$5,000.00) for each and every such offense if the aggrieved party is a senior citizen or disabled tenant when any of the harassing conduct occurred.

C. Injunctive Relief. Any person who commits an act, proposes to commit an act, or engages in any pattern and practice which violates this Article may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interest harmed tenant or tenants.

D. Remedies Not Exclusive. The remedies provided in this Article are not exclusive, and nothing in this section shall preclude any person from seeking any other remedies, penalties or procedures provided by law."

Part 2. Severability. If any section, subsection, sentence, clause, phrase, part or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent

jurisdiction, such decision will not affect the validity of the remaining portions of this Ordinance. The City Council declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, phrases, parts or portions be declared invalid or unconstitutional.

Part 3. Pursuant to Cal. Gov. Code Section 36933(c)(1), the City Attorney was designated to prepare, and the City Clerk published, a summary of this ordinance, and a certified copy of the ordinance was posted in the Office of the City Clerk a minimum of five days before the City Council's adoption of the ordinance.

Part 4. Within fifteen days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation, published and circulated in the City. Ordinance No. 3057 was first read on April 29, 2025, and finally adopted on July 15, 2025, to become effective thirty days thereafter.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Luis A. Mc Arthur, Mayor

ATTEST:

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Lourdes A. Lopez, City Clerk

APPROVED AS TO FORM:

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Stephen M. Fischer, City Attorney