

AGN. NO.

REVISED MOTION BY SUPERVISORS LINDSEY P. HORVATH
AND HILDA L. SOLIS

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Strengthening Tenant Protections to Prevent Homelessness

Los Angeles County (County) has long faced a housing affordability crisis, where a majority of all tenant households are cost-burdened, spending more than 30% of their income on rent, and with more than half a million tenant households extremely cost-burdened, spending more than 50% of their income on rent, [according to a 2019 study](#)¹.

At the same time, the number of people experiencing homelessness in L.A. County continues to climb, with over 75,000 people experiencing homelessness on any given night, according to the recently released Point-In-Time Count estimate. More than 2,000 people die on our streets every year. The Board of Supervisors (Board) declared a countywide State of Emergency earlier this year to address this humanitarian crisis, and despite investments in re-housing and supporting people experiencing homelessness, we need to do much more to prevent people from falling into homelessness in the first place. Recently the University of California San Francisco issued [its most comprehensive study](#) of people experiencing homelessness statewide and found that high housing costs and

¹ [How do Renters Cope with Unaffordability? | USC Sol Price Center for Social Innovations \(usc.edu\)](#)

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low incomes left people vulnerable to homelessness, and that 70% believe that a monthly rental subsidy of \$300-\$500 would have prevented their homelessness for a sustained period.²

In 2019, the Board approved Los Angeles County Code - Chapter 8.52, the Rent Stabilization and Tenant Protections Ordinance (RSTPO), that provides “just cause” protections for all tenants in unincorporated County in addition to setting limits on rent increases for certain rental units in the unincorporated County. In 2022, the Board updated the RSTPO with additional protections, based on lessons learned from temporary protections put in place during the COVID-19 pandemic, including establishing a minimum amount of rental debt that must be owed before a landlord can evict a tenant for non-payment of rent.

Together with other efforts our Board is exploring, including instituting a Right to Counsel for low-income tenants facing eviction, establishing relocation assistance for economic displacement due to high rent increases, and reducing punitive tenant screening processes, the County is making progress. However, there are additional updates that are needed to the RSTPO in order to protect L.A. County’s vulnerable tenants and prevent more people from falling into homelessness.

Transparency and Fairness in Buyout Offers

The County’s RSTPO requires property owners to offer relocation assistance to tenants for no-fault evictions, such as for owner-occupancy, and establishes a minimum threshold amount for such relocation assistance for no-fault evictions. Additionally, the

² [California Statewide Study of People Experiencing Homelessness | Benioff Homelessness and Housing Initiative \(ucsf.edu\)](https://www.ucsf.edu/benioff-homelessness-and-housing-initiative)

RSPTO has requirements for landlords that are offering voluntary buyout offers to tenants, including disclosure requirements. However, these “cash-for-keys” offers made to tenants are frequently at amounts less than relocation assistance amounts the tenants would have been entitled to if they were facing a no-fault eviction. By requiring that any voluntary buyout agreement offers made are at least at the relocation threshold amounts, the County can ensure that the most vulnerable tenants, who may not be aware of or understand their rights, do not get taken advantage of.

Clarifying Current Law to Provide for Intended Protections

~~Section 8.52.090 of the~~ The RSTPO requires that landlords provide a copy to the Department of Consumer and Business Affairs (DCBA) when they serve a tenant with notice of termination or eviction. This is to ensure that the landlords are following the procedures and protections laid out in the RSTPO and to allow the County to collect vital information about evictions in unincorporated areas. Failure to do so should result in consequences, and the RSTPO should be clarified to ensure that tenants can use the failure to provide notice as an affirmative defense in court in an unlawful detainer action.

The provisions of the RSTPO can further be strengthened by requiring greater specificity in notices for certain grounds for At-Fault Termination of Tenancy. The RSTPO allows landlords to terminate tenancy if the landlord can show any of the At-Fault reasons for termination set forth in the RSTPO such as tenant violates a material term of the rental agreement, creates a nuisance, or uses the rental unit for an illegal purpose. Tenants will be able to better understand and cure these violations if the notices include specific facts that allow the tenant to determine the date, place, witnesses, and circumstances

concerning the alleged grounds for at-fault eviction – similar to the requirement in the City of Los Angeles Rent Stabilization Ordinance.

These, and any other technical or clarifying amendments to County Code Chapter 8.52, that DCBA and County Counsel may recommend will ensure the County is protecting our most vulnerable tenants in the unincorporated areas.

WE, THEREFORE, MOVE that the Board of Supervisors direct County Counsel to, in consultation with the Department of Business and Consumer Affairs (DCBA), return to the Board in 90 days with revisions to the Los Angeles County Code Chapter 8.52 to provide ~~further technical or clarifying protections for tenants, as well as include the additional protections set forth~~ the below:

1. Require that any tenant in the unincorporated areas of the County when presented with a voluntary buyout agreement be offered an amount equal to or greater than the relocation assistance amount a tenant would be entitled to under a no-fault eviction.
2. Clarify that tenants have an affirmative defense to an unlawful detainer action should a landlord fail to provide a copy of the notice of termination or eviction to the DCBA as required under ~~Section 8.52.090~~ Chapter 8.52.
3. Require that for any at-fault termination of tenancy, the termination notice set forth specific facts to permit a determination of the date, place, witnesses, and circumstances concerning the eviction reason.
4. Include any additional technical or clarifying language needed to Chapter 8.52 as recommended by DCBA and County Counsel ~~for the RSTPO~~.

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