

EXHIBIT A

ANALYSIS

This ordinance amends Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code to create the Rental Housing Habitability Program. The ordinance:

- Centralizes and expands the inspection process that enforces State and County habitability requirements.
- Requires routine inspections of every Rental Housing Unit within the unincorporated areas of the County to take place every four years, in addition to any complaint-based inspections.
- Creates the position of County Housing Program Chief with the authority to administer and enforce the Rental Housing Habitability Program, and develop policies, rules and regulations to aid in enforcement.
- Creates an enforcement system that allows for inspections, notices of violations, and orders to comply, together with the ability to issue fines, penalties, and other remedies to obtain compliance.
- Provides for a two-level administrative hearing review process involving an initial administrative hearing as well as a second level appeal.

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VM:rg

Requested: 1/3/2024
Revised: 4/2/2024

ORDINANCE NO.

An ordinance amending Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code to create a Rental Housing Habitability Program.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Chapter 8.53 is hereby added to read as follows:

Chapter 8.53 RENTAL HOUSING HABITABILITY PROGRAM.

8.53.010 Short Title.

8.53.020 Declaration of Findings and Purpose.

8.53.030 Definitions.

8.53.040 General Applicability and Exemptions.

8.53.050 Rental Housing Habitability Program Fees.

8.53.060 Fees and Collection Procedures.

8.53.070 Local Contact Representative.

8.53.080 Authority to Inspect.

8.53.090 Creation of County Housing Program Chief and

Authority to Administer and Enforce.

8.53.100 County Housing Program Chief Enforcement.

8.53.105 Inspections.

8.53.110 Issuance and Service of Orders and Notices

8.53.120 Violations and Time to Comply.

8.53.130 Enforcement.

8.53.140 **Administrative Hearing.**

8.53.150 **Cost Recovery and Penalties for Violation.**

8.53.160 **Rental Housing Habitability Appeal.**

8.53.170 **Appeal Procedures.**

8.53.180 **Retaliation.**

8.53.190 **Severability.**

8.53.200 **Effective Date.**

8.53.010 **Short Title.**

This Chapter shall be known as the "Rental Housing Habitability Program."

8.53.020 **Declaration of Findings and Purpose.**

A. The Board of Supervisors finds that there are challenges in the current approach to addressing habitability concerns in the Unincorporated Areas of the County and requires the creation of a uniform program for routine inspections of rental housing.

B. The Board of Supervisors further finds that substandard rental housing units in the Unincorporated Area of the County pose a risk to the health, safety, and welfare of the public that requires remedial action.

C. It is in the public's interest for rental housing units and properties subject to this ordinance to be compliant with the minimum standards of habitability as set forth in the California Health and Safety Code.

D. The Board of Supervisors finds that the requirements provided in this Chapter are necessary to ensure that all rental housing units are maintained in a

manner in order to comply with the standards set forth in the California Health and Safety Code.

E. The purpose of this Chapter is to establish a centralized Rental Housing Habitability Program ("Program") within the Unincorporated Areas of the County to address substandard housing and protect the health, safety, and welfare of the public.

8.53.030 Definitions.

The following Definitions shall apply to this Chapter:

- A. "Auditor-Controller" means the Los Angeles County Auditor-Controller.
- B. "Code" means the Los Angeles County Code.
- C. "County" means Los Angeles County.
- D. "County Housing Program Chief" means the Director of the Department of Public Health or their duly authorized representative.
- E. "County Rent Escrow Account Program ("REAP") Administrator" means the Director of the Department of Consumer and Business Affairs or their duly authorized representative.
- F. "DCBA" means the Los Angeles County Department of Consumer and Business Affairs.
- G. "Department" means the Los Angeles County Department of Public Health.
- H. "DPW" means the Los Angeles County Department of Public Works.
- I. "DRP" means the Los Angeles County Department of Regional Planning.

J. "Enforcement Agency" means the Department, DCBA, Los Angeles County Fire Department, DPW, DRP and/or any other governmental agency that enforces habitability, building and safety standards, or compliance with any other laws impacting health, safety, and welfare or habitability.

K. "Hearing Officer" means an individual who will conduct a fair and impartial Administrative Hearing under this Chapter, including an individual with the Office of the County Hearing Officer, if one has been created, as well as individuals on the Rental Housing Habitability Board.

L. "Inspector" means any County employee who conducts rental housing inspections at the direction of the County Housing Program Chief in accordance with the provisions of this Chapter and who has training in the investigation, detection, and enforcement of violations of laws related to public health, safety, and welfare.

M. "Integrated Pest Management" means ongoing prevention, monitoring and pest control activities and reasonable efforts to eliminate pests from any Rental Housing Property and/or Unit under this Chapter. This includes, but is not limited to, reasonable efforts to eliminate harborages and conditions conducive to pests, the use of traps, and, when necessary, the use of pesticides.

N. "LACDA" means the Los Angeles County Development Authority.

O. "Landlord" means a building owner, ground lease lessee, lessor, sublessor, or any other person entitled to offer any Rental Housing Unit for rent or entitled to receive rent for the use and occupancy of a Rental Housing Unit, and the agent, representative, or successor of any of the foregoing.

P. "Local Contact Representative" means a person designated by the Landlord to act on behalf of the Landlord for all purposes under this Chapter, including the acceptance of service of all notices from the County Housing Program Chief and the County REAP Administrator.

Q. "Order" or "Orders" means one (1) or more order(s) or notice(s) to comply, correct, or abate a condition or violation issued by an Enforcement Agency, or as may be contained in the Rental Housing Official Inspection Report.

R. "REAP" means the Rent Escrow Account Program.

S. "Registrar-Recorder" means the Los Angeles County Registrar-Recorder's Office.

T. "Rental Housing Habitability Board" means the board comprised of three (3) persons who are County employees with the duties proscribed in either Section 8.53.140 or Section 8.53.170.

U. "Rental Housing Habitability Program" ("Program") means the routine and complaint-based inspection program conducted and enforced by the County Housing Program Chief.

V. "Rental Housing Official Inspection Report" means the report written by the Inspector or the County Housing Program Chief after the inspection of a Rental Housing Property and/or Unit issued by the County Housing Program Chief to a Landlord/ or Local Contact Representative, that contains the findings of the inspection and the conditions that are a violation and require correction, repair, or abatement by a specified compliance date.

W. "Rental Housing Property" means all Rental Housing Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

X. "Rental Housing Unit" means a building or portion of a building that is rented or leased to one or more Tenants for residential purposes, and which is owned in whole or in part by a Landlord, subject to the limitations set forth in Section 8.53.040.

Y. "RSTPO" means the Rent Stabilization and Tenant Protections Ordinance as found in Chapter 8.52 of this Code.

Z. "State Housing Law" means Part 1.5 of Division 13 of the California Health and Safety Code.

AA. "State Housing Law Regulations" means Sub-Chapter 1, Chapter 1, Division 1, Title 25 of the California Code of Regulations.

BB. "Tenant" means a tenant, subtenant, lessee, sublessee, or any other person, excluding ground lease lessees, entitled under the terms of a lease or other oral or written agreement between the Landlord and Tenant establishing the terms and conditions of their legal right to the use or occupancy of any Rental Housing Unit.

CC. "Underlying Defect" means a physical condition in a Rental Housing Unit that is causing or has caused a violation, which includes, but is not limited to, a condition that causes an indoor mold hazard, such as a water leak or water infiltration from plumbing or defective masonry or other moisture condition, or causes an infestation of pests, including holes or entryway paths for pests.

DD. "Unincorporated Areas" means areas in Los Angeles County outside the jurisdictional boundaries of incorporated cities.

8.53.040

General Applicability and Exemptions.

A. The provisions of this Chapter shall apply to all Rental Housing Properties with two or more Rental Housing Units within the Unincorporated Areas and all Rental Housing Properties required to be registered in the County's Rent Registry System pursuant to the RSTPO.

B. The provisions of this Chapter shall not apply to:

1. A Rental Housing Unit occupied by a Landlord and a Tenant, including any arrangement where an individual is renting a room or other portion of a Rental Housing Unit that is also occupied by that individual's landlord.

2. Short-Term Rentals subject to Chapter 7.96.

3. Mobilehomes or recreational vehicles as defined in California Health and Safety Code sections 18008 and 18010 and California Civil Code section 798.3, mobilehome park as defined in California Health and Safety Code section 18214(a) and recreational vehicle parks as defined in California Health and Safety Code section 18862.39.

4. Rental Housing Properties that are subject to routine inspections for habitability by other local, State, or federal government agencies.

5. Vacant properties.

C. The provisions of this Chapter shall not limit any existing right or power of the County to abate and prosecute any and all nuisances or to enforce any other conditions in violation of State or local laws, including but not limited to any building,

housing, property maintenance, public nuisance laws, or compliance with any other laws impacting health, safety, and welfare or habitability.

8.53.050 Rental Housing Habitability Program Fees.

A. Program Fee. Each Landlord of a Rental Housing Property subject to this Chapter shall be required to pay an annual program fee in the amount of eighty-six (86) dollars for each Rental Housing Unit. This fee shall be known as the “Rental Housing Habitability Program Fee.” This program fee covers the costs of the Rental Housing Habitability Program, including inspections and enforcement by the County Housing Program Chief and the administration of the County Rent Escrow Account Program under Chapter 8.55.

B. Tenant Pass Through. A Landlord may pass through up to fifty (50) percent of the Rental Housing Habitability Program Fee for a Rental Housing Unit to the Tenant.

C. Penalties. Should the Landlord fail to pay the required program fee, the County has the right to recover by utilizing any remedies provided by law, including nuisance abatement or lien procedures established by ordinance and/or State law.

8.53.060 Fees and Collection Procedures.

A. The County Housing Program Chief shall establish procedures for the billing of the annual Rental Housing Habitability Program Fee as well as other fees provided by this Chapter.

B. Notwithstanding any other sections or parts of this Chapter, where a Rental Housing Property with a Rental Housing Unit is owned by a Landlord, the fees

established by this Chapter may be placed on the secured tax roll as a direct assessment as authorized by, and in conformance with, California Health and Safety Code section 101325.

C. If placed on the secured tax roll as a direct assessment, on or before August 1st of each year, the Department shall prepare a list of parcels of Rental Housing Properties which are subject to fees under the Rental Housing Habitability Program and shall transmit such list to the Auditor-Controller on or before the tenth (10th) day of August of each year. The Auditor-Controller shall enter the amounts of the respective assessments against the respective parcels of land as they appear on the current assessment roll.

8.53.070 Local Contact Representative.

A. Each Landlord of a Rental Housing Property shall designate a Local Contact Representative to act on behalf of the Landlord for all purposes under this Chapter, including the acceptance of service of all notices from the County Housing Program Chief. The Landlord of the Rental Housing Property may act as the Local Contact Representative.

B. All official notices served on the Local Contact Representative shall be deemed to be served on the Landlord.

C. Any changes to the Local Contact Representative or their contact information must be provided to the County Housing Program Chief within seven (7) days of any such change. Failure to do so will constitute a violation of this Chapter.

8.53.080 Authority to Inspect.

A. Inspections. The County Housing Program Chief, or his or her designee, hereinafter referred to as Inspector, shall have the authority to inspect all Rental Housing Properties and/or Units, within the scope of Section 8.53.040 to determine whether such properties and/or units meet the minimum health, safety, and welfare standards as required by State law and local ordinance. Inspections may be routine or complaint based.

B. Reinspections. The County Housing Program Chief has the authority to conduct reinspections after the compliance date stated in the Rental Housing Official Inspection Report or other Orders to determine if any and all violations have been corrected or abated, has expired. If any violation has not been corrected within the specified time, the County Housing Program Chief may schedule an Administrative Hearing or take any other enforcement action deemed appropriate under this Chapter.

8.53.090 Creation of County Housing Program Chief and Authority to Administer and Enforce.

A. There is established a County Housing Program Chief as defined in Section 8.53.030 D.

B. The County Housing Program Chief shall have the authority to administer the Program and enforce the provisions of this Chapter, the State Housing Law, the State Housing Law Regulations, and Title 11 of this Code, relating to the maintenance, sanitation, ventilation, use, occupancy, and habitability of existing Residential Housing

Properties and/or Units, including enforcement of those requirements governing any alteration, correction, or repair.

C. The County Housing Program Chief shall have the authority to adopt and enforce rules and regulations necessary to administer the Program, including but not limited to providing for the administrative review and appeal process. The policies, rules and regulations shall be in conformity with the law and the intent and purpose of this Chapter.

D. Whenever a power is granted to, or a duty imposed upon, the County Housing Program Chief, the power may be exercised, or the duty performed by a duly authorized representative.

E. In addition to the abatement procedures set forth in the State Housing Law and State Housing Law Regulations, the County Housing Program Chief shall have the authority to utilize the procedures in this Chapter and Chapter 8.55 to abate existing residential rental properties, buildings, units, and structures that have been determined to have habitability violations, or be a nuisance, hazardous, or substandard. The County Housing Program Chief may request assistance of other County departments and staff as set forth in Section 8.53.100 B.

8.53.100 County Housing Program Chief Enforcement.

A. The County Housing Program Chief is hereby designated to enforce the provisions of this Chapter and shall have the authority to develop policies, rules and regulations to aid in the enforcement of the requirements of this Chapter.

B. The County Housing Program Chief is authorized to request assistance from the Directors of DCBA, DPW, DRP, LACDA and all other County officers, employees and departments to aid and assist in the enforcement of habitability, building and safety standards, and abate or remediate nuisance, hazardous, or substandard Rental Housing Properties. All County officers, employees and departments are required to coordinate and assist the County Housing Program Chief following any request for assistance.

8.53.105 Inspections.

A. General.

1. In accordance with this Chapter, all Rental Housing Properties and Rental Housing Units within the scope of Section 8.53.040 are subject to routine inspections, as well as complaint-based inspections, to ensure compliance with applicable County Code, State Housing Law and State Housing Law Regulations.

2. For routine inspections, the Landlord or Local Contact Representative shall provide access to all common areas and every Rental Housing Unit for inspection. The Landlord or Local Contact Representative may be present at the time of the inspection.

3. If a Rental Housing Unit is occupied, the Inspector shall present proper credentials to the occupant, explain the reasons for the inspection, and request consent to enter and conduct an inspection.

B. Frequency of Inspections.

1. General. Except as otherwise provided in this Chapter, the County Housing Program Chief shall make a reasonable effort to conduct a routine inspection once every four (4) years of all Rental Housing Properties and Units within the scope of Section 8.53.040.

2. Additional Inspections. The County Housing Program Chief may determine when a Rental Housing Property and/or Unit may be inspected more frequently due to a substantial risk of violation of this Chapter. The reasons for more frequent routine inspections may include the following:

a. The extent and seriousness of the current violations and any reasonably anticipated effect on the occupants.

b. The history of the property during the past four (4) years, including whether the property has been the subject of Orders issued by other agencies concerning health, safety, and welfare violations; subject to Orders for correction or abatement imposed by the County Housing Program Chief for violation of this Chapter or any previous involvement in nuisance abatement.

c. The age of the premises.

d. The record in the past four (4) years of the persons or entities who own, manage, or control the property with respect to health and safety violations at the premises or other properties and whether the violations have been subject to enforcement action.

e. Whether there are tax defaults on the property, after consultation with the Treasurer and Tax Collector.

f. Any other criteria determined by the County Housing Program Chief to be indicative of the existence of health, safety, and welfare violations.

3. Complaint Inspections. When a complaint has been received, the County Housing Program Chief may inspect Rental Housing Properties and/or Units without prior notice to the Landlord and shall work directly with the Tenant in the affected unit or with the person who submitted the complaint, in scheduling an inspection.

4. General Routine Inspection Protocol. Whenever it is necessary or advisable to conduct an inspection or perform any duty under this Chapter or other applicable law, the County Housing Program Chief is authorized to enter any Rental Housing Property or Unit, between 8:00 a.m. and 6:00 p.m., or any other agreed upon time reached with the person in control or possession of the Rental Housing Property and/or Unit. Before gaining entry for a routine inspection, the County Housing Program Chief shall serve a notice pursuant to Subsection C, below.

a. At the time of the routine inspection, if the Rental Housing Property or Unit is occupied, the Inspector shall present proper credentials to the occupant, explain the reasons for the inspection, and request and obtain consent to conduct an inspection.

b. If at the time of the routine inspection, the Rental Housing Property or Unit is unoccupied, the Inspector shall locate the Landlord/Local Contact Representative, or other person having charge or control of the Rental Housing Property or Unit, and present proper credentials, explain the reasons for the inspection, and request and obtain consent to conduct an inspection.

C. Notice of Routine Inspection.

1. The County Housing Program Chief shall serve written notice of the date and time of a routine inspection to the Landlord/Local Contact Representative at least thirty (30) calendar days in advance of the inspection.

a. An inspection notice shall contain the following information:

i) Name, address, and telephone number of the County Housing Program Chief.

ii) The purpose of the inspection.

iii) The date(s) and approximate time(s) of the inspection.

iv) Notice of the right to refuse consent for inspection in absence of an inspection warrant and right to seek pre-compliance judicial review of the inspection notice without threat of imposition of any fine or penalty.

2. Such notice shall be served by personal service, or first-class mail, or by email communication to the Landlord/Local Contact Representative's email address on file with the County Housing Program Chief.

3. Upon receipt, and no later than twenty-four (24) hours from the date of receipt, the Landlord/Local Contact Representative shall post the notice in multiple conspicuous places in the community spaces of the Rental Housing Property.

4. The County Housing Program Chief may verify that the inspection notice has been posted on the property.

5. The County Housing Program Chief may also post additional notices of inspection in a conspicuous place in the community spaces of the Residential Housing Property.

6. The Landlord shall provide Tenants at least twenty-four (24) hours prior written notice of the County Housing Program Chief's routine inspection and the need for the Inspector to enter the Rental Housing Unit to complete the inspection.

D. Scheduling and Administrative Requirements.

1. For inspections made in response to a complaint by a Tenant of a Rental Housing Unit, the County Housing Program Chief shall schedule the complaint inspection within seven (7) calendar days, directly with the Tenant who filed the complaint.

2. For inspections made in response to complaints filed by someone other than the Tenant of the Rental Housing Unit, which is subject to the complaint, the County Housing Program Chief shall assign the complaint for inspection within seven (7) calendar days.

3. If a routine or complaint inspection is conducted, the County Housing Program Chief shall provide the Rental Housing Official Inspection Report to the Landlord or Local Contact Representative, within five (5) calendar days as provided by Section 8.53.110.

4. The Tenant of each Rental Housing Unit inspected, shall be provided with information that provides the following: that an inspection occurred, and that a Rental Housing Official Inspection Report was created that provides the address,

telephone number, and the web address where further information may be obtained about the inspection results.

E. Rescheduling a Routine Inspection. A routine inspection may be rescheduled once by the Landlord/Local Contact Representative by giving written notice to the County Housing Program Chief at least fourteen (14) calendar days prior to the scheduled inspection date. An inspection may only be rescheduled to a date within thirty (30) calendar days of the previously scheduled routine inspection date.

F. Refusal to Allow Inspection.

1. The Landlord or Tenant may object to the inspection notice. In addition, a Landlord or Tenant may seek pre-compliance judicial review. Pre-compliance judicial review shall be sought at least ten (10) calendar days before the inspection date provided on the inspection notice in any court of competent jurisdiction located in the County of Los Angeles.

2. A person seeking pre-compliance judicial review of an inspection notice shall follow the applicable rules of court, including, but not limited to, the time for providing notice to the County Housing Program Chief and content and service of the notice.

G. Inspection Warrant.

1. If the County Housing Program Chief is unable to gain access or refused entry into a Rental Housing Property and/or Unit to conduct an inspection, the County Housing Program Chief may pursue an inspection warrant under California Code of Civil Procedure sections 1822.50 through 1822.57.

2. The County Housing Program Chief shall provide notice that a warrant has been issued to both the Landlord/Local Contact Representative and the Tenant of the Rental Housing Property and/or Unit at least five (5) days in advance of the warrant execution, unless there is a determination by the judge issuing the warrant that immediate execution is reasonably necessary based on the circumstances presented.

3. The notice that an inspection warrant has been issued shall include the name of the judicial officer who issued the inspection warrant and his/her address or department.

4. Before the date the inspection warrant is set to be executed, the Landlord or Tenant may seek judicial review of the inspection warrant before the judicial officer who issued the inspection warrant.

H. Exigent Circumstances. If the County Housing Program Chief has reasonable cause to believe that a Rental Housing Property and/or Unit subject to this Chapter, is so hazardous, unsafe or dangerous to human health, safety, and welfare, as to require immediate inspection to protect the public, the County Housing Program Chief shall have the right to immediately enter and inspect the premises by use of any reasonable means necessary to effect entry.

8.53.110 Issuance and Service of Orders and Notices.

A. If, upon inspection, one or more violations of this Code is observed, the County Housing Program Chief shall cause to be issued a Rental Housing Official

Inspection Report, which shall describe all violations observed, Orders of correction or abatement, and the required compliance date, or any other notice of required action.

B. The Rental Housing Official Inspection Report is required to be served on the Landlord by either:

1. Personal service;
2. Service by electronic mail to the address provided by the Landlord or Local Contact Representative; or
3. Service by United States mail, in a sealed envelope, postage prepaid, addressed to the Local Contact Representative at the address specified in their contact information. Service by mail shall be deemed complete at the time of deposit in the mail.

C. If the findings in the Rental Housing Official Inspection Report require service on the Tenant, service shall be completed by either:

1. Personal service; or
2. Service by United States mail, in a sealed envelope, postage prepaid, to each affected Rental Housing Unit. Service by mail shall be deemed complete at the time of deposit in the mail.

8.53.120 Violations and Time to Comply.

A. Chapter Violations. It shall be unlawful for any person or entity to maintain any Rental Housing Property or Unit in violation of any provision within this Chapter.

B. Tenant Violations. Any Tenant determined to have violated this Section or California Civil Code section 1941.2 shall be given an Order by the Department and made subject to the enforcement remedies provided for in this Chapter.

C. Tampering with Notices or Orders. It shall be unlawful for any person to remove, alter, deface, tamper with, or alter the visibility of any notice or Order posted on the property pursuant to this Chapter. If any posting is removed or tampered with, it shall be the responsibility of the Landlord/Local Contact Representative to promptly replace the notice or order.

D. No Code Violations. If after an initial inspection, the Inspector finds no code violations, the Inspector shall issue a Rental Housing Official Inspection Report stating that the Rental Housing Property and/or Unit is in compliance with the applicable laws.

E. Violations Identified – Inspection Report and Order to Correct. Whenever the County Housing Program Chief determines by inspection that any Rental Housing Property or Unit, subject to this Chapter, or portion thereof, is in violation of provisions of this Chapter, the County Housing Program Chief shall order the violation corrected. The Inspector or County Housing Program Chief shall issue a Rental Housing Official Inspection Report citing all violations observed and provide a date to correct the identified violations. If the County Housing Program Chief determines that the Rental Housing Property or Unit is substandard pursuant to California Health and Safety Code section 17920.3 or the requirements of this Chapter, then the Rental Housing Official

Inspection Report shall declare the Rental Housing Property or Unit to be substandard pursuant to that section.

F. Time to Correct. Except as provided otherwise in this Chapter, the Rental Housing Official Inspection Report shall give the Landlord no more than twenty-one (21) calendar days to correct the violation(s) cited. Even if the inspection(s) or reinspection(s) does not occur within the time frames stated in this Chapter, it does not remove the obligation of the Landlord to comply with any Order(s) provided in the Rental Housing Official Inspection Report.

G. Reinspection. Except as otherwise provided by this Chapter, the County Housing Program Chief shall reinspect the Rental Housing Property and/or Unit within five (5) business days of the compliance date specified in the Rental Housing Official Inspection Report or as soon thereafter as possible.

H. Extensions. If the violation(s) cited in the Rental Housing Official Inspection Report have not been corrected or abated by the compliance date, but there is evidence of significant progress being made, or other extenuating circumstances, the Inspector may grant a single extension of time, not to exceed thirty (30) calendar days, to complete the correction or abatement of the condition(s) or violation(s). Any further extension of time, limited to an additional thirty (30) calendar days, may only be granted by the County Housing Program Chief.

I. Conditions Posing Imminent Threat. Where the County Housing Program Chief determines that the condition(s) or violation(s) observed poses a present, imminent, extreme, and immediate hazard or danger to life or limb, or health, safety,

and welfare, it shall order correction or abatement of the condition(s) or violation(s) within twenty-four (24) hours. One extension, not to exceed twenty-four (24) hours, may be granted if there is evidence of an effort to comply. Within twenty-four (24) hours after the time to abate or correct, the County Housing Program Chief shall conduct a reinspection of the Rental Housing Property and/or Unit to determine compliance with the Order(s) in the Rental Housing Official Inspection Report. If the condition or violation has not been corrected or abated, the County Housing Program Chief shall have the authority to order the Landlord to immediately relocate the affected Tenant(s) until the hazardous condition has been corrected or abated. The County Housing Program Chief, in emergency circumstances, may make the necessary repairs to ensure immediate cessation of dangerous, life-threatening conditions.

J. Underlying Defects. If during the inspection of a Rental Housing Unit, the Inspector finds violations which indicate the existence of an Underlying Defect, the Inspector shall attempt to inspect all adjacent Rental Housing Units without the requirement of prior service of inspection notice. Such Underlying Defect includes, but is not limited to:

1. Mold, evidence of water intrusion or other moisture condition.
2. Pest infestation(s), including cockroaches, mice/rats, and bed bugs.

K. Form of the Rental Housing Official Inspection Report. The Rental Housing Official Inspection Report shall be provided to the Landlord/Local Contact Representative on a standard form which states in plain language the violations observed and the provisions of this Chapter with which the property is not in

compliance. The Rental Housing Official Inspection Report shall inform the Landlord/Local Contact Representative that failure to correct the violation(s) cited may result in additional inspection fees, penalties, or remedies pursuant to this Chapter, another section of the County Code, or State law.

L. Service. The Rental Housing Official Inspection Report shall be served on the Landlord/Local Contact Representative pursuant to Section 8.53.110. A copy of the report shall be made available to the Tenant in each affected Rental Housing Unit as provided in Section 8.53.110.

M. Vacant Units. Unless the condition of a vacant unit is reasonably believed to be contributing to a violation(s) in a Rental Housing Property and/or Unit(s), a vacant unit in a Rental Housing Property need not comply with the inspection requirements set forth in this Chapter, provided that a notice is recorded against the property. The Landlord shall provide the County Housing Program Chief with a copy of the notice recorded with the Registrar-Recorder declaring that the Rental Housing Unit is and shall remain vacant and secured against unauthorized entry. If a Rental Housing Unit that is declared to be vacant is rented while it maintains a vacant designation with the Registrar-Recorder, no rent is due or owing for that unit. The Tenant may assert this Section as an affirmative defense to any unlawful detainer action brought based on nonpayment of rent.

N. Repair Standards. Repairs conducted to correct a violation(s) shall be completed in such a way that any Underlying Defect(s) causing the violation(s) is cured as well. All violations shall be repaired in a manner that ensures a reasonable lifespan

of the Rental Housing Property and/or Unit component. Additional repair measures may be ordered by the Hearing Officer in Section 8.53.140.

1. When mold is present, and in addition to safe abatement of the violation itself, the Landlord shall investigate and correct any Underlying Defect(s), including moisture or leak conditions, that are causing or may cause mold violations.

O. Landlord shall make available documented actions taken to remedy any violation(s) if requested by the Inspector. Documentation may include, but is not limited to:

- a. Receipt(s) detailing repair services provided.
- b. Pest control plan from licensed Pest Control Operator detailing type of services (to be) rendered, dates of treatment and future dates for follow-up treatment.

P. Housing Accommodations. If the repairs required to correct the violation(s) may pose a health and safety risk to the Tenant, as determined by the County Housing Program Chief, the Landlord must provide nearby housing accommodations to the Tenant at no cost to the Tenant, for the period that the repairs may pose a health and safety risk to the Tenant.

Q. Relocation Benefits. Any Tenant who is displaced or subject to displacement from a Rental Housing Unit as a result of an order to vacate or an order requiring the vacation of a Rental Housing Unit/Property by the County Housing Program Chief as a result of a violation so extensive and of such a nature that the immediate health and safety of the residents is endangered, shall be entitled to receive

relocation benefits from the Landlord as provided in Article 2.5 of Chapter 5 of Part 1.5, Division 13 of the California Health and Safety Code (commencing with section 17975), as determined by the County Housing Program Chief.

8.53.130 Enforcement.

When there has been a failure to correct or abate a violation or condition by the specified time for compliance set forth in the Rental Housing Official Inspection Report or any extension compliance date, the County Housing Program Chief may proceed with all remedies available under the law to compel compliance, including holding an administrative hearing within thirty (30) calendar days of the compliance date ("Administrative Hearing"). If the Administrative Hearing does not occur within the time frame stated in this Section, it does not remove the obligation of Landlord/Local Contact Representative or other responsible party to comply with any Orders or notices, nor does it limit the Hearing Officer's authority to issue additional orders at the hearing.

8.53.140 Administrative Hearing.

A. Notice. The County Housing Program Chief or the Hearing Officer shall issue a notice for Administrative Hearing to the Landlord/Local Contact Representative within ten (10) calendar days of the date of the last inspection when non-compliance remains.

B. Service of Notice. The notice of the Administrative Hearing shall be served on the Landlord/Local Contact Representative by first class United States mail at least twenty-one (21) calendar days before the Administrative Hearing.

C. Method for Service. The notice shall also be mailed by first class United States mail to the address of each affected Tenant of the affected Rental Housing Unit(s) at least twenty-one (21) calendar days before the Administrative Hearing.

D. Content of Notice.

1. In addition to any other information deemed necessary by the County Housing Program Chief or Hearing Officer, such as location, time and date, the notice for Administrative Hearing shall also notify the Landlord/Local Contact Representative and any affected Tenant of any of the following:

- a) Proposed inclusion into REAP and rent reductions pursuant to Chapter 8.55;
- b) Proposed requirement to implement Integrated Pest Management measures and eliminate conditions conducive to pests;
- c) Proposed relocation assistance;
- d) Proposed property management training for Landlords;
- e) Proposed increased frequency of routine Inspections;
- f) Proposed fines and penalties, including administrative fines as set forth in Section 8.53.150 A;
- g) Proposed Order of Abatement and recording against the property;
- h) Eviction protections;
- i) Prohibited rent increases;
- j) Proposed referral for civil or criminal prosecution;

k) Proposed referral to County Counsel for evaluation of potential civil action including but not limited to initiating receivership proceedings; and

l) The requirement that the Landlord must provide to the County Housing Program Chief, seven (7) calendar days in advance of the scheduled Administrative Hearing all documentary evidence, including any photographs, that will be presented and relied on at the Administrative Hearing, along with a list of any witnesses that will be testifying.

E. Continuances. Upon a showing of good cause, the Hearing Officer may grant a continuance of up to thirty (30) calendar days of the scheduled Administrative Hearing. The Hearing Officer shall consider the extent and seriousness of the property conditions and the cited violations; the reasonably anticipated effect of the violations on the tenant(s), and shall make written findings supporting the decision granting or denying the continuance. The Hearing Officer's decision granting or denying the continuance shall be served on the Landlord/Local Contract Representative and Tenant(s) in all Rental Housing Unit(s) identified with violations in the Rental Housing Official Inspection Report by first class United States mail within seven (7) calendar days following the decision.

F. Conduct of Hearing. The County Housing Program Chief, Enforcement Agencies, other government agencies, Landlords and Tenants may present oral or documentary evidence that is relevant to the case. The proceedings shall be recorded and may be conducted in person or virtually. No later than seven (7) calendar days in advance of the scheduled Administrative Hearing date, the County Housing Program

Chief and the Landlord must exchange all documentary evidence, including any photographs and other evidence of completion of remediation or other work, that will be presented and relied on at the Administrative Hearing, along with a list of any witnesses that will be testifying, with a copy sent to the Hearing Officer. This information shall be exchanged either through electronic mail or by first class United States mail and shall be posted on the Department's website for accessibility by all parties. The Hearing Officer is authorized to amend or add to the conduct of the hearing procedures as authorized by law or as due process requires.

G. Decision. Upon hearing and considering all relevant evidence and arguments, the Hearing Officer shall issue a written decision with applicable orders, if any, within ten (10) business days of the conclusion of the Administrative Hearing. This decision is to be supported by written findings for each order imposed. Where it has been determined that a violation has not been corrected, the Hearing Officer, upon recommendation by the County Housing Program Chief, may make the following order(s):

1. Order the Rental Housing Property and/or Unit to be placed into REAP.
2. Order a rent reduction.
3. Order the imposition of any fines and penalties, including administrative fines per Rental Housing Unit pursuant to Section 8.53.150 A.
4. Order Integrated Pest Management, which includes but is not limited to:

a. Eliminate points of entry and passage for pests by repairing and sealing holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes, and conduits, or around and within cabinets by using sealants, plaster, cement, wood, escutcheon plates, or other durable material.

b. Eliminate sources of water for pests by repairing drains, faucets, and other plumbing materials that accumulate water or leak. Remove and replace saturated materials in interior walls.

c. If bed bugs or cockroaches are present, the Landlord's extermination plan shall include treatment of all adjacent Rental Housing Units, which includes units above, below, and next to the infested unit.

5. Order that the case be referred to County Counsel for consideration of civil enforcement as authorized by law, which may include a referral for receivership.

6. Impose inspection fees pursuant to Section 8.53.150 for the third inspection and all subsequent inspections until compliance has been obtained and for any routine inspection ordered to take place in less than four (4) years.

7. Order that, after compliance has been obtained, the next routine inspection be conducted within three (3) to twenty-four (24) months, depending on the severity of the violations, the history of the property, and the criteria set forth by this Chapter indicating a risk of recurring violations.

8. If the violation poses a present, imminent, extreme, and immediate hazard or danger to life or limb, health or safety, or if the Rental Housing Property and/or Unit has been ordered vacated by any government agency, order that the

Landlord pay relocation assistance to the Tenant(s), in the amounts and following the procedures set forth in the RSTPO or as provided by State law.

9. Order the Landlord to attend property management training.

10. Order Tenant relocation assistance pursuant to the RSTPO for the time that is required for the correction of all violations in a Rental Housing Property and/or Unit.

11. Issue an Order of abatement and have it recorded against the property.

H. Notice of Decision. The Hearing Officer's decision shall be served upon the Landlord/Local Contact Representative and the County Housing Program Chief by certified United States mail, or by electronic mail if consented to by the Landlord at the hearing, within ten (10) business days of the conclusion of the Administrative Hearing. The Hearing Officer's decision shall be sent by first class United States mail to Tenant(s) in all affected Rental Housing Unit(s).

I. Content of Decision. The Hearing Officer's decision shall advise the Landlord of any additional potential consequences that may result from non-compliance with the Hearing Officer's orders, including, but not limited to, imposition of civil and/or criminal penalties and fines, rent withholding, and additional citations and fines due to the Landlord's failure to pay any program or inspection fees owed to the County Housing Program Chief under Section 8.53.150 and eviction protections and/or prohibition of rent increases under Section 8.55.110.

J. Appeal. The Hearing Officer's decision shall state that an appeal may be filed by any party within ten (10) business days of service of the decision.

8.53.150 Cost Recovery and Penalties for Violation.

A. Administrative Fines for Failure to Timely Correct Habitability Violations. If a Rental Housing Official Inspection Report is issued to a Landlord/Local Contact Representative and any violation cited continues to exist after the specified date of compliance, and following an Administrative Hearing and upon an order of the Hearing Officer, the County Housing Program Chief shall impose an administrative fine for lack of timely compliance. Administrative fines may be charged to the Landlord in the amount of five hundred dollars (500) per each Rental Housing Unit that continues to have uncorrected or unabated conditions or violations. Additional administrative fines may be imposed on a per Rental Housing Unit basis for conditions or violations originally cited that continue to remain uncorrected or unabated after any reinspection, following an Administrative Hearing and upon an order of the Hearing Officer.

B. Inspection Fees. Inspection fees may also be charged in advance for any routine inspection ordered at the Administrative Hearing to take place in less than four (4) years. Additional fees for inspections, beyond the initial inspection and reinspection included in the Rental Housing Habitability Program Fee pursuant to Section 8.53.050, shall be charged by the County Housing Program Chief to the Landlord/Local Contact Representative in accordance with the standard billing hourly rate schedule as set forth in Section 8.04.728. Additional reinspection fees for reinspection due to lack of compliance are not allowed to be passed through to the Tenant.

C. Change in Status. When the status of a Rental Housing Unit changes and falls outside of the scope of Section 8.53.040, the Landlord shall report such units to the County Housing Program Chief on a form approved by the County Housing Program Chief, accompanied by supporting documentation and a written declaration stating the facts supporting the claim of exemption from the provisions of this Chapter.

1. If the Landlord fails to submit the form(s) and information required by June 30th of each year, the involved unit(s) shall be subject to the provisions of this Chapter and any fines, fees, interest, and penalties collected may be non-refundable.

2. If a Landlord declares that a Rental Housing Unit is exempt from this Chapter pursuant to Section 8.53.040 because it is vacant, the Landlord shall provide the County Housing Program Chief with a copy of a notice recorded with the Registrar-Recorder declaring that the Rental Housing Unit is and shall remain vacant and secured against unauthorized entry.

3. If the status of a unit exempted from this Chapter pursuant to section 8.53.040 changes so that the unit is no longer exempt, the Landlord shall notify the County Housing Program Chief within forty-five (45) calendar days of the change of status.

D. New Landlord. After a change of ownership of a Rental Housing Property subject to the provisions of this Chapter, the new Landlord shall notify the County Housing Program Chief of the ownership change within forty-five (45) days, on a form approved by the County Housing Program Chief; provide legal documentation verifying the ownership change; and furnish the County Housing Program Chief with the identity

of the Local Contact Representative, including the name, address, mobile phone number, and email address.

E. Administrative Costs. The County Housing Program Chief's and/or their staff's costs to address habitability violations cited in the Rental Housing Official Inspection Report that have not been corrected by the time specified, including extensions, shall be assessed upon the Landlord/Local Contact Representative in accordance with the standard billing hourly rate schedule as set forth in Section 8.04.728. This includes preparation, inspections, the cost of administration, and supervision of any work required to ensure the correction and abatement of all violations and conditions cited in a Rental Housing Official Inspection Report, and all attendant costs for this Rental Housing Habitability enforcement action.

F. Penalties for Non-Payment. A late charge equal to twenty-five (25) percent of the original fee or cost shall be imposed if any fees or costs imposed by this Chapter and Chapter 8.55 are not paid within thirty (30) days of service of the notice of the imposition of the fee or cost. The County shall have the right to bring legal action in any court of competent jurisdiction to enforce the order and collect the amount of the outstanding fees, late charges and costs. The County Housing Program Chief or County REAP Administrator may waive the penalty imposed pursuant to this Chapter if it is determined that good cause exists for the Landlord's failure to pay in a timely manner. The County Housing Program Chief may make such rules and regulations as may be necessary to carry out this Section.

G. Rent Withholding. A Tenant may withhold the payment of any rent otherwise lawfully due and owing if any fees imposed pursuant to this Chapter are delinquent. Once the fees have been paid, the Tenant becomes obligated to pay the current rent and any back rent withheld within thirty (30) calendar days of the fees having been paid. The Tenant may assert as an affirmative defense to any unlawful detainer action that the Landlord has failed to pay required fees pursuant to this Chapter.

H. Lien. In addition to any other remedy provided by law, the County may collect any judgment, fee, cost, or charge, including any program fees, fines, late charges, or interest, incurred in the operation or enforcement of this Chapter and Chapter 8.55.

I. Civil Liability. Any Tenant, or any other person, or entity acting on behalf of the Tenant who can fairly and adequately represent the Tenant's interest, including the County, is authorized to bring a civil action in a court of competent jurisdiction for violation of this Chapter. The court may award reasonable attorneys' fees and costs to a Landlord who prevails in any such action if the court determines that the Tenant's action was frivolous.

J. Civil Penalty. Any person or entity violating this Chapter shall be liable for a civil fine of up to one thousand (1,000) dollars for each day a violation is committed or permitted to continue. The fine shall be assessed and recovered in a civil action brought by County Counsel in any court of competent jurisdiction. The Rental Housing Habitability Program shall also be entitled to the costs of enforcing this Chapter,

pursuant to a court order. Any fine assessed and recovered in an action brought pursuant to this Subsection shall be paid into an account managed by the County Housing Program Chief to benefit the operation of the Rental Housing Habitability Program. The County shall have the authority to pursue any of the remedies, including fines or fees, authorized by California Health and Safety Code sections 17980, 17980.6 through 17981, and 17992, and any other remedies provided by law. Any person or entity properly served in the manner set forth in this Chapter with a Rental Housing Official Inspection Report by the County Housing Program Chief declaring a building to be a substandard building or setting forth a violation of this Chapter and demanding its correction within a specified period of time shall be presumed, in civil proceedings, to have failed to comply with the Orders contained within the Rental Housing Official Inspection Report, if the time for correction has expired without correction of the violation.

K. Stay of Order Pending Appeal. Upon the filing of an appeal of a Hearing Officer decision, such decision shall be stayed pending a decision from the Rental Housing Habitability Board.

L. Pre-Compliance Judicial Review. No civil or criminal fine, penalty or cost shall be imposed for seeking pre-compliance judicial review of an inspection notice.

M. Additional Remedies. The above remedies are not exclusive and do not preclude the County or any Tenant from seeking other remedies or penalties provided by applicable law.

8.53.160 Rental Housing Habitability Appeal.

A. As established by the County Housing Program Chief, Rental Housing Habitability Appeals may be heard by an individual who will conduct a fair and impartial Administrative Appeal Hearing under this Chapter, the Office of the County Hearing Officer, if one has been created, or the Rental Housing Habitability Board.

B. General. The Rental Housing Habitability Board shall consist of three (3) people who are County employees.

C. Appointments. The County shall have the authority to create a pool of qualified individuals who may be selected on an as-needed basis to ensure quorum is maintained.

D. Quorum. A quorum of the Rental Housing Habitability Board, which shall be comprised of at least two (2) board members, has the authority to hear, determine and make decisions as the Hearing Officer, or to review administrative decisions made by the Hearing Officer when appropriately appealed, as determined in the administrative review process established by the County Housing Program Chief.

E. Scope. Appeal Hearings shall address appeals concerning:

1. The Hearing Officer's decision issued pursuant to Section 8.53.140, other than a referral for civil enforcement to the Office of the County Counsel or an Order contained within a Rental Housing Official Inspection Report to correct or abate a violation.

2. An extreme hardship deferral request received pursuant to the California Health and Safety Code section 17959.4.

8.53.170 **Appeal Procedures.**

A. General. Any party to the Administrative Hearing who is dissatisfied by the Hearing Officer's final decision made pursuant to Section 8.53.140 may request an appeal.

B. Timing. A party must file an appeal within ten (10) business days of the service of the Hearing Officer's final decision and pay a filing fee unless waived by the County Housing Program Chief.

C. Filing of Appeals. An appeal shall be filed with the County Housing Program Chief, or as otherwise provided in any rules or procedures, and shall state specifically whether the basis of appeal is that:

1. There was an error or abuse of discretion by the Hearing Officer;
2. The administrative record includes inaccurate information;
3. The Hearing Officer's decision is not supported by the
administrative record;
4. There is a need as authorized by law to exhaust all administrative
remedies; or
5. There was a violation of due process, a violation of the California or
United States Constitution, or as otherwise allowed by law.

D. Procedures for Appeals.

1. The scheduling of the appeal hearing may be determined by the
entity hearing the appeal or the County Housing Program Chief.

2. At the appeal hearing, the record of the decision shall be reviewed, and testimony of the party requesting the appeal hearing shall be heard.

3. At an appeal hearing, only the administrative record that was the subject of the Hearing Officer's final decision shall be reviewed.

E. Decision and Notice.

1. A written decision shall be issued within ten (10) business days of the conclusion of the appeal hearing.

2. The Hearing Officer's original decision may be affirmed, modified or reversed upon making written findings setting forth any error or abuse of discretion.

3. The final written decision shall be served on the appellant, Landlord/Local Contact Representative and Tenant as provided in Section 8.53.140 H.

4. If the appeal is denied, any decision that was appealed shall be effective retroactively to the date specified in the original decision.

5. If a rent reduction or inclusion into REAP is ordered and the appeal is denied, it shall comply with the notice provisions of Section 8.53.110.

6. If relocation assistance is ordered, the decision shall comply with Section 8.53.140.

7. The decision on appeal shall be the final administrative decision.

8.53.180 Retaliation.

A. If the primary intent of a Landlord in seeking to recover possession of a Rental Housing Unit is retaliation for the Tenant's or the County Housing Program Chief's exercise of rights or duties under this Chapter, and if the Tenant is not in default

as to the payment of rent, then the Landlord may not recover possession of a Rental Housing Unit in any action or proceeding or cause the Tenant to quit involuntarily.

B. A Tenant may assert retaliation affirmatively or as a defense to the Landlord's action regardless of the period of time which has elapsed between the Tenant's assertion or exercise of rights under this Chapter and the alleged act of retaliation.

C. Retaliation against a Tenant because of the Tenant's exercise of rights under this Chapter is prohibited. Retaliation claims may only be brought in court and may not be addressed administratively. A court may consider the protections afforded by this Chapter in evaluating a claim of Retaliation.

8.53.190 Severability.

If any subsection, sentence, clause, or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Chapter. The Board of Supervisors hereby declares that it would have adopted this Chapter and each and every subsection, sentence, clause, and phrase thereof not declared invalid or unconstitutional, without regard to any portion of the Chapter that would be subsequently declared invalid or unconstitutional.

8.53.200 Effective Date.

This ordinance will take effect six (6) months from the date of final passage by the Board of Supervisors.

[CH853VMCC]