

ANALYSIS

This ordinance amends Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code, by adding Chapter 8.60, Tenant Right to Counsel, to establish a program to provide legal counsel for covered individuals in the unincorporated areas of Los Angeles County during eviction proceedings, subject to available funding.

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BT:lb

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ORDINANCE NO. _____

An ordinance amending Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code, by adding Chapter 8.60, Tenant Right to Counsel.

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

SECTION 1. Chapter 8.60 is hereby added to read as follows:

CHAPTER 8.60 TENANT RIGHT TO COUNSEL

8.60.010 Title.

8.60.020 Findings and Purpose.

8.60.030 Definitions.

8.60.040 Tenant Right To Counsel Program.

8.60.050 Landlord Notice to Tenants.

8.60.060 Eligibility for Full Scope Legal Representation.

8.60.070 Remedies.

8.60.080 Engagement and Education.

8.60.090 Waiver Prohibited.

8.60.100 No Private Cause of Action Against County.

8.60.110 Applicability.

8.60.120 Severability.

8.60.010 Title.

This Chapter shall be known as the "Tenant Right to Counsel."

8.60.020 Findings and Purpose.

The County of Los Angeles ("County") hereby declares that it intends to establish a Tenant Right to Counsel Program ("Program"). The County Board of Supervisors finds access to safe, secure, and affordable housing is essential to achieving equal access to other fundamental needs. A lack of access to legal representation discourages tenants from challenging unlawful evictions and asserting their rights contributing to the disruption of families and communities, and to homelessness.

The purpose of adopting this Program is to provide qualifying tenants who reside in the unincorporated areas of the County with access to legal representation in eviction proceedings subject to the availability of funding and annual budget appropriations. This ordinance strengthens the County's housing strategies to minimize tenant displacement and homelessness.

8.60.030 Definitions.

The following definitions will apply to this Chapter:

- A. "Board" means the County of Los Angeles Board of Supervisors.
- B. "Code" means the Los Angeles County Code.
- C. "County" means the County of Los Angeles.
- D. "Covered Individual" means a Tenant of a Rental Unit located in the Unincorporated Areas who is a respondent in a Covered Proceeding and who is a "lower income household" as defined in California Health and Safety Code section 50079.5. Covered Individual does not include a Tenant who is a sublessor.

E. "Covered Proceeding" means an unlawful detainer proceeding or equivalent legal proceeding to terminate the Tenancy of a Covered Individual. A Covered Proceeding does not include any appellate proceeding, unless approved by the Department.

F. "Department" means the County's Department of Consumer and Business Affairs.

G. "Designated Organization" means an organization designated by the Department that has the capacity to provide Full Scope Legal Representation to Covered Individuals in a Covered Proceeding. Such organization may be a nonprofit organization, legal services clinic, for-profit legal services provider, or other equivalent organization.

H. "Designated Community Group" means a nonprofit community group or association designated by the Department to conduct Program outreach, engagement, and education.

I. "Director" means the Director of the Department of Consumer and Business Affairs, or their designee.

J. "Full Scope Legal Representation" means legal representation provided to a Covered Individual in a Covered Proceeding by an attorney licensed in the State of California. Full Scope Legal Representation means the attorney will handle all aspects of the client's case and includes, but is not limited to, consultation, document preparation, negotiations, court appearances, and any other necessary tasks on behalf of a Covered Individual.

K. "Landlord" means an owner, lessor, sublessor, or any other person or entity entitled to offer any Rental Unit for Rent or entitled to receive Rent for the use and occupancy of a Rental Unit, and the agent, representative, or successor of any of the foregoing.

L. "Program" means the Tenant Right to Counsel Program.

M. "Rent" means the consideration paid for the use or occupancy of a Rental Unit.

N. "Rental Agreement" means an agreement, oral, written, or implied, between a Landlord and Tenant for use and occupancy of a Rental Unit.

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

P. "Rental Unit" means a dwelling unit, as defined under California Civil Code section 1940 subsection (c), located in the Unincorporated Areas, including joint living and work quarters, and applies to any building, structure, or part thereof, or land appurtenant thereto, or any other Rental Property rented or offered for rent for residential purposes, together with all housing services connected with use or occupancy of such property such as common areas and recreational facilities held out for use by the Tenant, whether or not the residential use is legally permitted, including live-work spaces, mobile homes rented by the owner to a Tenant, and any accessory dwelling unit.

Q. "State" means the State of California.

R. "Tenancy" means the legal right or entitlement of a Tenant to use or occupy a Rental Unit, subject to the terms of the Rental Agreement. This includes a lease or a sublease.

S. "Tenant" means a tenant, subtenant, lessee, sublessee, or any other person entitled under the terms of a Rental Agreement to the use or occupancy of any Rental Unit.

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

8.60.040 Tenant Right to Counsel Program.

A. Subject to the availability of funds, the Department will establish the Program.

B. Subject to available annual appropriations, the Department is authorized to administer the Program and the Department will coordinate and oversee the implementation of the Program.

C. If demand for Program services exceeds available Program funds or resources, the Department will have sole authority to prioritize the provision of services based on any reasonable considerations, including, but not limited to:

1. Utilizing economic, geographic or other data to identify, predict, and minimize displacement risks;
2. The availability of funding from other sources; or
3. The availability of Designated Organizations.

D. Procedures and Guidelines. The Department will develop procedures and guidelines to aid in the implementation of this Chapter.

E. Enforcement. The Department is authorized to take any and all appropriate steps it deems necessary to enforce this Chapter.

8.60.050 Landlord Notice to Tenants.

A. Landlords must provide each Tenant notice of the Tenant Right to Counsel Program. The Department will publish a form notice in English and other commonly spoken languages. If the Rental Agreement is written in a language other than English, the Landlord must provide notice in both English and the language in which the Rental Agreement was written. Landlord must provide the notice as follows:

1. When Tenant receives notice of a legal proceeding to terminate their Tenancy; and
2. Landlords must post a copy of the form notice in an accessible area of the Rental Property and in any available on-site management office.

8.60.060 Eligibility for Full Scope Legal Representation.

A. Demonstrating Eligible Covered Proceeding. The Department will have sole authority to determine if a legal proceeding qualifies as an eligible Covered Proceeding. A Tenant may be required to demonstrate a legal proceeding is an eligible Covered Proceeding by providing the following:

1. A notice to vacate or lease termination notice where such notice indicates the initiation of a Covered Proceeding;

2. An eviction complaint, or, subject to this Chapter, an appeal of a ruling on such a complaint;

3. A notice of a hearing for lease termination or eviction; or

4. Other documentation demonstrating the existence of the functional equivalent of a Covered Proceeding as determined by the Department.

B. Demonstrating Eligible Covered Individual. The Department will have sole authority to determine if a Tenant qualifies as an eligible Covered Individual.

1. A Tenant may be required to validate their income by providing the following:

a. Benefits award letter or other documentation for any government-issued benefit, including, but not limited to, an Electronic Benefit Transfer card, Medi-Cal, CalFRESH, CalWorks, General Assistance, General Relief, Social Security Disability Insurance, Social Security Insurance, Supplemental Nutrition Assistance Program, Temporary Assistance for Needy Families, In-Home Supportive Services, Cash Assistance Program for Immigrants, Medicaid, public housing, unemployment compensation, or Low Income Home Energy Assistance Program;

b. Pay stubs;

c. W-2 forms;

d. Income tax returns; or

e. Other documentation validating income as determined by the Department.

2. A Tenant who reports minimal or no income will provide a signed affidavit attesting to their household income.

3. A Designated Organization may request additional documentation to validate a Tenant's income as outlined by the Department in its procedures and guidelines.

8.60.070 Remedies.

A. Civil Liability. Any Covered Individual, or any other person or entity acting on behalf of the Covered Individual who will fairly and adequately represent the Covered Individual's interest, including the County, is authorized to bring a civil action in a court of competent jurisdiction for a Landlord's failure to give notice to a Covered Individual in violation of Section 8.60.050 that results in a Covered Individual's inability to participate in the Program, and may be awarded civil penalties, injunctive, declaratory and other equitable relief, restitution and reasonable attorneys' fees and costs. 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.

B. Civil Penalty. Any person violating any of the provisions or failing to comply with any of the requirements of Section 8.60.050, may be liable for a civil penalty not to exceed Eight Hundred Dollars (\$800) for each violation.

C. Criminal Penalty. Violation of any of the requirements of Section 8.60.050 is a misdemeanor punishable by a fine not to exceed Eight Hundred Dollars (\$800), or by imprisonment in the County jail for a period of not more than six (6) months, or by both.

D. Each violation of any provision of Section 8.60.050, and each day during which any such violation is committed, permitted or continued, shall constitute a separate offense.

E. The above remedies are not exclusive and do not preclude the County or any person from seeking other remedies or penalties available at law or in equity.

F. Affirmative Defense. In a Covered Proceeding by a Landlord, the Covered Individual may raise as an affirmative defense the failure of the Landlord to provide notice of the Right to Counsel Program at the time the Covered Individual received notice of a legal proceeding to terminate their Tenancy.

8.60.080 Engagement and Education.

Recognizing that engagement and education is critical to ensuring Tenants know their right to counsel, in addition to overseeing the administration of this Chapter, the Department will work with the Designated Community Group, and/or other partners, to engage and educate Tenants about the Program.

8.60.090 Waiver Prohibited.

Any waiver by a Tenant of the rights granted under this Chapter shall be void as contrary to public policy.

8.60.100 No Private Cause of Action Against County.

This Chapter does not create any private cause of action against the County arising from or relating to services provided under the Program or arising from or relating to any delay or denial of services provided. Notwithstanding any other provision of law, no attorney-client relationship is established between any Tenant, including any

Covered Individual, and the County by way of the provision of Full Scope Legal Representation under this Chapter or otherwise. The attorney-client relationship, privilege, and any liability rests exclusively between the Covered Individual and the Designated Organization.

8.60.110 Applicability.

This Chapter is not enforceable during any period when the Program does not receive an annual appropriation.

8.60.120 Severability.

If any provision of this Chapter or the application thereof to any person, property, or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Chapter that can be given effect without the invalid provision(s) or application, and to this end, the provisions of this Chapter are declared to be severable.

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