

Senior Citizen Housing Protection Ordinance

As rents surge in many areas and landlords evict long-term elderly tenants to raise rents, we are proposing an ordinance to protect seniors from such abuses. Any potential ordinance for senior housing protections would be designed to be as straightforward as possible and would comply with state law. The following points will address the content and context for a possible Senior Citizen Housing Protection Ordinance ("SCHPO"):

- **Rent Increases:** The SCHPO would use 60% of the area CPI change as a standard for yearly rent increases which has been successfully enforced for decades in San Francisco and Los Angeles. Rent increase could only be raised once a year and up to a maximum of five percent every year.
- **Pre-Eviction Protections:** The SCHPO would require that landlords provide seniors an additional seven days to perform in accordance to any three-day notice served on any senior tenant requiring them to comply with the notice.
- **Pre-Eviction Mediation:** Landlords would be required to mediate with a senior tenant before proceeding with an eviction proceeding. Failure to do so would result in a failure to comply with the ordinance rendering the eviction defective.
- **Just Cause/No Fault Reason for Eviction:** A landlord would need a just cause reason to terminate a tenancy and to proceed with eviction based a 3-day notice. For senior tenants, the City of Commerce would no longer be a no fault jurisdiction.
- **Post-Eviction Protections:** The senior will be provided 10 more days than the allotted 5 days to move out of a rental unit after the issuance of the Sheriff's Notice to Vacate if the senior tenant is legally evicted. The senior will be provided a total of 15 days after receiving the Sheriff's Notice to Vacate.

A. Findings:

The City Commerce hereby adopts this Ordinance to protect senior tenants from exorbitant rent increases, protect vulnerable senior tenants from unlawful evictions and promote neighborhood and community stabilization:

1. There is a shortage of decent, affordable, and sanitary housing for senior tenants in the City of Commerce.
2. Senior tenants who rent are displaced as a result of their inability to pay excessive rent increases must relocate but as a result of such housing shortage are unable to find decent, safe and affordable housing. Aware of the difficulty in finding decent housing, some senior tenants attempt to pay requested rent increases, but as a consequence must expend less on other necessities of life. This situation has a detrimental effect on substantial number of renters in the City, creating particular hardship for senior citizens who are normally on fixed incomes and are the most vulnerable tenants.
3. Senior tenants need further protections due to their advance age which leaves elderly tenants in more vulnerable situations due to limited physical abilities and lack of financial resources.
4. The problem of rent increases has reached a crisis level, with examples of rents rising at rates more than 10 times that of inflation or average wage growth.

B. Purpose:

1. The purpose of the ordinance is to promote neighborhood and community stability, protect vulnerable senior tenants from unlawful evictions, and maintain affordable housing for senior tenants by controlling excessive rent increases and arbitrary unlawful evictions to the greatest extent allowable under California law, while ensuring landlords a fair return on their investment.

C. Definitions:

For purposes of this ordinance, the following definitions apply:

1. "Landlord" means an owner, lessor, sublessor or any other entity entitled to offer any residential unit for rent or entitled to receive rent for the use and occupancy of any rental-unit.
2. "Senior tenant" means an individual over the age of 60 years and is considered the head of household or the lead tenant on an oral or verbal rental agreement.

3. "Rent" means the consideration, including any deposit, bonus, benefit, or gratuity demanded or received for, or in connection with, the use or occupancy of rental units and housing services. Such consideration shall include, but not be limited to, moneys and fair value of goods or services rendered to or for the benefit of the landlord under the rental agreement, or in exchange for a rental unit or housing services of any kind.
4. "Rental Agreement" means an agreement, oral, written, or implied, between a landlord and a tenant for the use and/or occupancy of a rental unit.
5. "Rental Unit" means any unit in any real property, regardless of zoning status, including the land appurtenant thereto, that is rented or available for rent for residential use or occupancy (regardless of whether the unit is also used for other purposes), together with all housing services connected with use or occupancy of such property, including but not limited to parking, storage, and common areas and recreational facilities held out for use by the tenant.
6. "Tenancy" means the right or entitlement of a tenant to use or occupy a rental unit.

D. Exemptions:

1. This Ordinance shall not apply to:
 - a) Government owned housing units;
 - b) Transient and tourist hotel occupancy as defined in Civil Code Section 1940(b).
 - c) Housing accommodations in a nonprofit hospital, convent, monastery, church, religious facility, or extended care facility; and
 - d) Dormitories owned and operated by an institution of higher education, or a high school or elementary school.

E. Rent Increases:

1. No landlord shall increase rent by more than the allowable increase, as defined below, in any year of tenancy.
2. The allowable increase percentage shall be determined on February 1 of each year commencing on March 1, and shall be calculated as follows: 60% of the change in the Consumer Price Index for the Los Angeles-Long Beach area of California ("CPI") for the prior year. The City shall publish the allowable increase percentage each year with a cap no higher than five percent every year.
3. In addition to the units that are categorically exempt from this Ordinance as set forth above, the following are exempt from the rent increase limitations of this Section: single

family homes, condominiums, and homes constructed on or after 1995 to the extent that regulation of rents is prohibited by the Costa Hawkins Rental Housing Act.

4. Pursuant to state law, this Ordinance does not regulate the initial rent at which a unit is offered, unless such regulation is permitted by the Costa Hawkins Rental Housing Act, in which case the rent increase limits of this Section shall apply.

F. Pre-Eviction Protections:

1. Extension to Comply on Eviction Notices

Any issuance of a notice to comply to terminate a tenancy pursuant to California Code of Civil Procedure, Section 1161 would require landlords to provide senior tenants an additional seven days to perform. The notice shall explicitly state that the senior tenant must have ten days to comply with any notice issued based on Cal. Code of Civil Procedure, Section 1161.

2. Pre-Eviction Mediation

No landlord shall file an unlawful detainer against a senior tenant to terminate a tenancy or otherwise evict unless the landlord has first mediated with the senior tenant. The landlord will have satisfied the requirements for pre-eviction mediation with the senior tenant if the landlord complies with the following:

- a) The landlord has agreed to third party mediation through a non-profit organization, association, government entity, educational institution, or any other third party entity that provides free mediation services for both landlords and tenants. If a tenant fails to mediate with the landlord, the landlord will have complied with this subsection.
 - b) Upon completion of the mediation and a good faith attempt by the landlord and tenant, the landlord must submit a written verification to the City of Commerce stating that the mediation took place along with the result of the mediation. If the mediation failed to take place due to the senior tenant's participation the landlord must submit a written verification to the City of Commerce stating the attempts to mediate and signed under penalty of perjury.
 - c) Upon landlord's submission and review by officials from the City of Commerce, the landlord shall continue with an eviction proceeding upon the City's approval of the landlord's written verification.
3. Landlord's failure to comply with Section F., Paragraph 1 or Paragraph 2, will allow the senior tenant to have complete affirmative defense and the landlord will not be able to proceed with any eviction based on an unlawful detainer filing against a senior tenant.

G. Evictions:

1. No landlord shall serve a notice to terminate tenancy, file an unlawful detainer or otherwise evict a tenant unless the landlord has good cause for eviction. Grounds for eviction must be set forth in the notice to terminate tenancy. The following are the only permissible grounds for eviction:
 - a) Failure to pay the rent to which the landlord is lawfully entitled under the oral or written agreement between the tenant and landlord.
 - b) Substantial breach of a material term of the rental agreement, other than the obligation to surrender possession on proper notice as required by law, and failure to cure such violation after having received written notice thereof from the landlord.
 - c) Nuisance, waste or illegal conduct that substantially interferes with the health, safety, or quiet enjoyment of the landlord or neighbors.
 - d) Owner or qualified family member (parent, spouse, child, grandparent, or grandchild), is a natural person who seeks to move into the premises as their primary residence. In the case of an Owner-Move-In (OMI) or Relative-Move-In (RMI) eviction, the owner must own greater than 50% of the property. A senior (age 60 years of age or older) or disabled (as defined in Government Code 12955, et seq.), tenant who has lived in the unit for at least 5 years may only be evicted if no other comparable rental unit is available for the owner or relative. A landlord shall not proceed in bad faith with an eviction to avoid using another available unit for occupancy.
 - e) Landlord is withdrawing the unit from rent or lease pursuant to state law and has complied fully with any and all requirements of state and local law for such withdrawal. In the case of eviction pursuant to Government Code section 7060, et seq (Ellis Act), tenants shall be entitled to a 120 day notice, or 1 year in the case of senior or disabled tenants under Govt. Code Section 7060.4(b). The Rent Board shall adopt all permissible requirements and mitigation measures under the Ellis Act.
 - f) Landlord seeks in good faith and without ulterior motive to recover possession of the rental unit in order to comply with a government order which requires that the building be vacated for health and safety reasons.
 - g) The landlord is seeking to recover possession temporarily of the unit in order to carry out necessary capital improvements or rehabilitation, displacement of the tenant is necessary for the work to be done, and the landlord has all the necessary permits before the issuance of a notice to temporarily displace the tenant. The Landlord shall offer the unit back to the tenant within 30 days of

when the work is completed at the same rent when the tenant vacated, subject to any increases allowed under this Chapter.

2. The landlord shall file a copy of any notice terminating tenancy, however denominated, with the City of Commerce within 10 days of service of the notice upon tenants.

H. Post-Eviction Protections

1. Sheriff's Notice to Vacate

If a senior tenant is legally evicted from a rental unit, the senior tenant shall be provided ten more days than the allotted five days after the issuance of the Sheriff's Notice to Vacate pursuant to Cal. Code of Civil Procedure, Section 1174. Therefore, the senior tenant will be provided a total of 15 days to vacate the rental unit.

I. Landlord Noncompliance & Enforcement:

1. Defense to Eviction.

Landlords must establish compliance with this Ordinance in any action to recover possession of a rental unit. Violation of this Ordinance shall be a complete defense to eviction and the landlord shall not obtain possession of the rental unit nor terminate a senior tenants' tenancy.

2. Retaliation

No landlord may cause a tenant to quit involuntarily or threaten to bring any action to recover possession, or decrease any services, or increase the rent, or take any other action where the landlord's dominant motive is retaliation for the tenant's exercise of any rights under the law. Such retaliation shall be a defense to any action to recover possession.

3. Private Right of Action.

Whenever a landlord endeavors to recover possession or recovers possession of a rental unit in violation of this Ordinance, charges a tenant a rent which exceeds the limitations set forth in this Ordinance, retaliates against a tenant for the exercise of any rights under this Ordinance, or attempts to prevent a tenant from acquiring any rights herein, the tenant or City may institute a civil proceeding for injunctive relief, money damages of not less than three times actual damages, (including damages for mental or emotional distress), and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of the limitations of this Ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court.

4. Nonexclusive Remedy.

The rights and remedies provided by this Ordinance are in addition to any rights available to the tenant under contract, statutory, or case law

J. Non-waiver of Rights:

1. Any waiver by a tenant of rights under this Ordinance shall be void as contrary to public policy.

K. Severability:

1. If any provision of clause of this Ordinance or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other chapter provisions, and clauses of this chapter are declared to be severable.