

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.

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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 harborage 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]

ANALYSIS

This ordinance amends Title 8 – Consumer Protection, Business and Wage Regulations of the Los Angeles County Code to create a Rent Escrow Account Program (REAP). The ordinance:

- Provides an additional method to obtain compliance when a Rental Housing Property or Unit is out of compliance with habitability standards and the Landlord fails to correct any cited conditions or violations in a timely manner.
- Creates the position of the County REAP Administrator who is responsible for administering REAP, which includes, but is not limited to, the following: managing tenant outreach and education, creating an escrow account, and maintaining the required accounting documents.
- Allows a Hearing Officer to order rent reductions in line with the severity of the violations as set forth in the rent reduction schedule, following the placement of a property into REAP.

DAWYN R. HARRISON
County Counsel

By 
VANESSA MIRANDA
Deputy County Counsel

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 Rent Escrow Account Program (REAP).

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

SECTION 1. Chapter 8.55 is hereby added to read as follows:

CHAPTER 8.55 RENT ESCROW ACCOUNT PROGRAM (REAP).

8.55.010 Short Title.

8.55.020 Declaration of Findings and Purpose.

8.55.030 Definitions.

8.55.035 Creation of County REAP Administrator and Authority to Administer.

8.55.040 Recommendation and Referral to REAP.

8.55.050 Review for Placement into REAP.

8.55.060 Rent Reduction.

8.55.070 Rent Reduction Schedule.

8.55.080 REAP Hearings.

8.55.090 Escrow Account.

8.55.100 Termination of Rent Reduction and Removal from REAP.

8.55.110 Tenant Protections.

8.55.120 Contact with Tenants.

8.55.130 Recording of REAP Order and Removal from REAP.

8.55.140 Collection of REAP Fees.

8.55.150 Rent Escrow Account Program Standards.

8.55.160 Severability.

8.55.170 Effective Date.

8.55.010 Short Title.

This Chapter shall be known as the "Rent Escrow Account Program" or "REAP".

8.55.020 Declaration of Findings and Purpose.

A. The Board of Supervisors finds that to facilitate compliance with State and local laws and regulations establishing habitability standards for rental housing, there is a need to establish a program creating a rent escrow account, as well as to allow for rent reductions due to ongoing non-compliance with habitability standards. The program will ensure repairs, maintenance and other activities are funded to address substandard housing conditions.

B. The Board of Supervisors finds that the creation of this additional enforcement mechanism is necessary to ensure that all rental housing properties subject to Chapter 8.53 are maintained in a manner consistent with the requirements under the California Health and Safety code, to protect the health, safety, and welfare of the public.

C. The purpose of this Chapter is to provide an additional method to enforce the Rental Housing Habitability Ordinance set forth in Chapter 8.53 by establishing a Rent Escrow Account Program that can be utilized to encourage compliance by Landlords for maintenance and repair of Residential Housing Properties and Units.

D. The provisions of this Chapter shall apply to all Rental Housing Properties and Units within the unincorporated areas of the County as set forth in Section 8.53.020.

8.55.030 Definitions.

The following Definitions shall apply to this Chapter:

- A. "Code" means the Los Angeles County Code.
- B. "County" means Los Angeles County.
- C. "County Housing Program Chief" means the Director of the Department of Public Health or their duly authorized representative as established in Section 8.53.090.
- D. "County REAP Administrator" means the Director of the Department of Consumer and Business Affairs or their duly authorized representative.
- E. "Department" means the Los Angeles County Department of Public Health.
- F. "DCBA" means the Los Angeles County Department of Consumer and Business Affairs.
- G. "DPW" means the Los Angeles County Department of Public Works.
- H. "DRP" means the Los Angeles County Department of Regional Planning.
- I. "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, welfare or habitability.

J. "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.

K. "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.

L. "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.

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

N. "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.

O. "Local Contact Representative" means a designated person 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.

P. "Order" or "Orders" means one (1) or more order(s) or notice 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.

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

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

S. "Rental Housing Habitability Board" means the board comprised of three (3) persons who are County employees with the duties proscribed in Section 8.53.140 or Section 8.55.080.

T. "Rental Housing Official Inspection Report" means the report written by the Inspector after the inspection of a Rental Housing Property and/or Unit issued by the County Housing Program Manager 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.

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

V. "Rental Housing Unit" means a building or portion of a building that is rented or leased to one (1) 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.

W. "RSTPO" means the Rent Stabilization and Tenant Protections Ordinance as found in Chapter 8.52.

X. "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.

Y. "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.

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

8.55.035 **Creation of REAP Administrator and Authority to Administer.**

A. There is established a County REAP Administrator as defined in Section 8.55.030 D.

B. The County REAP Administrator shall have the authority to administer the REAP as defined in this Chapter.

8.55.040 **Recommendation and Referral to REAP.**

A. As further described in this Chapter, REAP consists of a process in which the County Housing Program Chief recommends the placement of a Rental Housing Unit or Property into REAP and/or other additional inspections, fees and other actions, due to one or more ongoing and outstanding Orders. The recommendations require a

Hearing Officer make the final determination of placement into REAP, the establishment of an escrow account, rent reductions and any other additional inspections, fees and other actions, and the release of escrow account funds to undertake repairs and other activities to achieve compliance with any outstanding Orders. Upon compliance, this Chapter also provides the process for a Rental Housing Unit and/or Property to be removed from REAP and sets forth the payment of any fees and disbursement of any remaining escrow account funds.

B. The County Housing Program Chief, any Enforcement Agency in coordination with the County Housing Program Chief, or any Tenant may refer any Rental Housing Property and/or Unit within the scope of this Section to be assessed for placement into REAP, if each of the following conditions are met:

1. The Rental Housing Property or Unit is subject of one (1) or more ongoing or outstanding Order(s) at the time of the referral into REAP;

2. The time allowed for compliance, including any extensions, has expired without having achieved compliance; and

3. The violation(s) cited affect the health, safety, or welfare of the Tenant(s), or if the Rental Housing Unit is subject to the County's RSTPO and the violation(s) results in a deprivation of housing services, as defined in Section 8.52.030

N.

C. The referring agency shall indicate in its referral whether the violation(s) cited is/are of the nature that they are likely to exist in or affect one or more Rental Housing Units that have not been inspected and whether the recommendation is for

those Rental Housing Units to also be placed into REAP. If the recommendation is to place into REAP, the County Housing Program Chief shall specify the violation(s), the ongoing and outstanding Order(s) and details supporting the recommendation.

8.55.050 Review for Placement into REAP.

A. The County Housing Program Chief shall verify that the time period for compliance with any outstanding Orders, including any extensions, has expired.

B. The County Housing Program Chief shall determine whether there are other violations against the Rental Housing Property and/or Unit that remain ongoing and outstanding.

C. After completing the review, the County Housing Program Chief may recommend to the Hearing Officer that the Rental Housing Property and/or Unit be placed into REAP. If there are other outstanding Orders affecting additional Rental Housing Units, those units shall also be recommended for placement into REAP.

D. Upon determining that the Rental Housing Property and/or Unit is appropriate for a recommendation for placement into REAP, the County Housing Program Chief shall issue a written decision recommending placement into REAP, setting forth the following:

1. The date of the Order(s) that has not been complied with and the citing Enforcement Agency.
2. The outstanding violations.
3. The Rental Housing Unit(s) identified by the County Housing Program Chief that will be affected by the decision.

4. The recommended amount of rent reduction per Rental Housing Unit, following the rent reduction schedule in Section 8.55.070.

5. The date on which the proposed rent reduction will be effective, if affirmed by the Hearing Officer.

6. The date on which an escrow account will be established by the County REAP Administrator. Payments will not be accepted into the escrow account until the rent reduction effective date.

7. Notice that the County REAP Administrator will collect a non-refundable administrative fee of one-hundred and thirty-seven dollars (137) per Rental Housing Unit that is placed into REAP per month, that will be collected in accordance with Section 8.55.140, and become a personal obligation of the Landlord. The Landlord will be billed directly only for those Rental Housing Units that are placed into REAP. The County REAP Administrator may pursue all other remedies provided by law and may collect any judgment, fee, cost, or charge, including any permit fees, fines, late charges, or interest, incurred in relation to the provisions of this Chapter.

8. A statement describing the Tenant protections set forth in Section 8.55.110.

9. The date on which the administrative hearing will be held, including a statement that enforcement will be stayed until a final administrative decision is issued and that the Hearing Officer's decision will be the final administrative decision unless appealed pursuant to Section 8.55.080 C, and that additional rent reductions may be imposed at the administrative hearing as set forth in Section 8.55.080 B.5.

E. The County Housing Program Chief's recommendation to place the Rental Housing Property and/or Unit into REAP and recommendation for the specified amount for rent reduction shall be served upon the Landlord/Local Contact Representative by certified United States mail. Additionally, the recommendation shall be mailed to Tenant(s) in all Rental Housing Unit(s) identified by the County Housing Program Chief to be affected, by first class United States mail.

F. Upon a Rental Housing Property and/or Unit being recommended for placement into REAP and recommendation for the specified amount of rent reduction, the County Housing Program Chief shall consider whether that Rental Housing Property and/or Unit should be referred for routine inspections pursuant to Section 8.53.105 B.2.

8.55.060 Rent Reduction.

A. Rent Reduction Schedule. In recommending a rent reduction, the County Housing Program Chief shall use a rent reduction schedule setting forth the amount by which the rent may be reduced, as approved by the Los Angeles County Board of Supervisors and found in Section 8.55.070. Factors to be considered include the nature of the violation(s), the severity of the condition(s), and the history of the Rental Housing Property. The County Housing Program Chief may recommend a maximum amount for the rent reduction if necessary to prevent abandonment of the Rental Housing Property or exacerbation of health and safety violations.

B. The County Housing Program Chief's determination to recommend a rent reduction per Rental Housing Unit is separate and apart from any rent adjustment

determination made by DCBA under Section 8.52.060 B. Any reduction or adjustment in rent made by either the County Housing Program Chief and/or DCBA is cumulative.

C. Effective Date. The rent reduction effective date shall be the date of the Hearing Officer’s decision to place a Rental Housing Property t into REAP.

8.55.070 Rent Reduction Schedule.

A. This schedule shall be the basis by which rent shall be reduced for Rental Housing Units placed into REAP:

CATEGORY	LOW SEVERITY	MEDIUM SEVERITY	HIGH SEVERITY
Nuisance Conditions	10%	15%	20%
Structural Hazards	10%	15%	20%
Fire Warning Devices	10%	15%	20%
Exiting	10%	15%	20%
Fire Protection Equipment	10%	15%	20%
Hazardous Storage	10%	15%	20%
Failure to Test/Certify	10%	15%	20%
Failure to Manage/Secure	10%	15%	20%
Sanitation/Infestation	10%	15%	20%
Weather Protection	10%	15%	20%
Maintenance	10%	15%	20%
Electrical	10%	15%	20%
Plumbing/Gas	10%	15%	20%

Heating/Ventilation	10%	15%	20%
Illegal Construction	10%	15%	20%

B. For the purposes of this section, Illegal Construction includes the construction, alteration, addition, repair, demolition, removal, or moving of any building, structure, or portion thereof, without obtaining a required building permit from DPW or entitlement from DRP in the manner and according to the applicable conditions prescribed in this Code, including but not limited to Title 22 and 26.

C. For the purposes of this section, Illegal Construction does not include the following:

1. Installation, alteration, or repair of ventilation equipment or ductwork; electrical equipment; plumbing lines and fixtures; and any other similar work not included within the scope of a valid building permit; and

2. Illegal housing accommodations (see "housing accommodation" as defined by California Government Code section 12927(d)).

8.55.080 REAP Hearings.

A. Hearing.

1. The administrative hearing held to address the County Housing Program Chief’s recommendation that a Rental Housing Property and/or Unit be placed into REAP shall be held following the procedures set forth in Section 8.53.140.

2. The County Housing Program Chief shall investigate whether there are other ongoing and outstanding Orders against the Rental Housing Property and/or

Units, and, if so, shall provide notice of the administrative hearing to any additional Tenant(s) affected by those Order(s).

3. Tenant(s) and the County Housing Program Chief may present proof that the violation(s) cited in the Order(s) or Rental Housing Official Inspection Report, that were issued, affect additional Rental Housing Unit(s) that were not originally included in the County Housing Program Chief's recommendation.

4. The Landlord may present proof that a rent reduction is not appropriate because the violation(s) was caused by the Tenant(s). The burden shall be on the Landlord to prove by a preponderance of the evidence that the Tenant(s) caused the violations.

5. The Landlord and any Tenant or Enforcement Agency may present proof that, due to extreme circumstances, placement into REAP or any rent reduction would jeopardize the health, safety, or welfare of the Tenant(s). The Landlord has the burden of demonstrating unique, extreme circumstances that make any requested relief appropriate.

6. For the administrative hearing, the County Housing Program Chief shall review the County's Rent Registry and submit the necessary documents to the Hearing Officer, listing the names and current rents of all Tenants in Rental Housing Units subject to REAP.

B. Hearing Officer Decision.

1. The Hearing Officer shall issue a written decision within ten (10) business days of the conclusion of the administrative hearing as set forth in Section 8.53.140 G.

2. The Hearing Officer may affirm, modify, or reject the recommendation of the County Housing Program Chief to place a Rental Housing Property into REAP. The Hearing Officer shall find that each of the conditions set forth in Section 8.55.040 exists in affirming the placement of a Rental Housing Property and/or Unit(s) into REAP and reduction of rent and must include in their decision all of the evidence relied upon in the making of the decision. The Hearing Officer may modify or reject the determination of the County Housing Program Chief only upon making written findings setting forth specifically either:

a. That the action of the County Housing Program Chief was in error or constituted an abuse of discretion, or

b. There is new, relevant information supporting a modification or reversal that was not previously submitted at the time of the recommendation for referral into REAP due to mistake, surprise, inadvertence, lack of notice, or excusable neglect, or;

c. There was a violation of due process, a violation of the California or United States Constitution, or as otherwise allowed by law.

3. If the Landlord was already in compliance with the Order(s) before the date of the administrative hearing, the County Housing Program Chief's decision to refer the Rental Housing Property and/or Unit to REAP shall be reversed.

4. If the County Housing Program Chief's recommendation is affirmed or modified by the Hearing Officer, the rent reduction effective date shall be the date of the Hearing Officer's decision. The Hearing Officer's decision shall be the final administrative decision unless the matter is appealed pursuant to Subsection C, below.

5. If during the administrative hearing, a Tenant or Enforcement Agency presents proof that the violations specified in the Order(s), at the time the Order was issued, affected additional Rental Housing Unit(s) that had not been inspected, or that there are additional outstanding Order(s) affecting the Rental Housing Property and/or Unit(s) that were not included in the original recommendation of the County Housing Program Chief, the Hearing Officer may order further rent reductions in accordance with the rent reduction schedule in Section 8.55.070, and/or place additional Rental Housing Unit(s) into REAP.

6. Prior to determining that any additional Rental Housing Unit(s) not included in the original recommendation of the County Housing Program Chief will be placed into REAP for rent reduction, the Hearing Officer shall continue the administrative hearing as to the additional Rental Housing Unit(s) to provide an opportunity to be heard, upon request by the Landlord. The Hearing Officer may issue a decision as to the Rental Housing Units included in the original recommendation of the County Housing Program Chief prior to the continued administrative hearing date or may wait and issue a single Hearing Officer's decision covering all the Rental Housing Units. The effective date of rent reductions as to the Rental Housing Units included in the original decision of the County Housing Program Chief is identified as the date of

the Hearing Officer's decision. If the administrative hearing is continued, the effective date of rent reductions as to additional Rental Housing Unit(s) will be the date of the Hearing Officer's decision issued after the administrative hearing for the additional Rental Housing Unit(s).

7. If the Hearing Officer finds that the violation(s) or condition(s) are of such a nature or extent that they are likely to be found in or affect several Rental Housing Units, the Hearing Officer may order the rent reduction extended to additional Rental Housing Units that were not included in the original decision of the County Housing Program Chief without proof of an outstanding Order for those Rental Housing Units if the Hearing Officer determines that, due to the nature of the violation, other Rental Housing Units are likely impacted. The Hearing Officer decision shall state the finding(s) justifying extending the rent reductions to the additional Rental Housing Units.

8. The Hearing Officer may order the Rental Housing Property and/or Unit(s) for a routine inspection pursuant to Section 8.53.105. If the Rental Housing Property and/or Unit(s) has already had a routine inspection within the past four (4) years, the Hearing Officer may order the Landlord to pay an inspection fee pursuant to Section 8.53.140 G.5.

9. Under a showing of clear and convincing evidence, the Hearing Officer may delay, reduce, stay, or deny the placement into REAP or any rent reduction, notwithstanding that the condition(s) or violation(s) set forth in Section 8.55.040 have not been corrected or abated, when to do otherwise would jeopardize the health or safety of the Tenant(s) or would violate the constitutional rights of any person. Such

decision shall state in writing, the supporting evidence and circumstances. The mere reduction of income available to make repairs shall not constitute extraordinary circumstances.

10. If the Hearing Officer's decision is to affirm the placement of the Rental Housing Property and/or Unit into REAP, the Landlord shall attend a REAP workshop provided by the County REAP Administrator within thirty (30) calendar days of the issuance of the written decision.

C. Appeal of Administrative Hearing Decision.

1. The Landlord, any Tenant, or the Enforcement Agency may file an appeal which shall be heard by an individual who will conduct a fair and impartial Administrative Appeal Hearing under this Chapter and Chapter 8.53, the Office of the County Hearing Officer, if one has been created, or the Rental Housing Habitability Board, following the procedures set forth in Section 8.53.170. If a Hearing Officer's decision to place a property into REAP is appealed, enforcement of REAP will be stayed until the appeal is final. An application filing fee is required, unless waived by the County Housing Program Chief as set forth in the REAP standards promulgated pursuant to Section 8.55.150.

2. If the appeal is denied, any rent reduction shall be applied retroactively to the date of the Hearing Officer's decision pursuant to Subsection B.1, above.

3. If the Hearing Officer's decision imposed additional rent reductions that were not included in the original recommendation into REAP, and if the violation(s)

on which those reductions were based have not been corrected by the time the appeal was filed, then the rent reduction(s) shall be applied retroactively to the date of the Hearing Officer's decision pursuant to Subsection B.1, above.

8.55.090 Escrow Account.

A. Establishment of Escrow Account.

1. Within five (5) business days after the decision placing a Rental Housing Property and/or Unit into REAP has become final, the County REAP Administrator shall establish as part of the REAP Trust Fund, an account for the Rental Housing Property and/or Unit, into which Tenants may choose to deposit rent payments. The County REAP Administrator shall mail notification to all affected Tenant(s) of the existence of the escrow account, including an explanation of how payments may be deposited into the account and when the County REAP Administrator will begin to accept payments. The County REAP Administrator shall provide a receipt to each Tenant making a deposit. The County REAP Administrator shall provide, at least once a month, a report to the Landlord concerning the activity in the escrow account. The records of the escrow account shall be made reasonably available to the Landlord. The funds held in each account established by the County REAP Administrator shall be disbursed upon termination of the account in accordance with this Section. The County REAP Administrator shall bill directly to the Landlord the monthly administrative fee of one hundred and thirty-seven dollars (137) for each individual rent payment made into the account. Only one (1) such fee shall be deducted for each Rental Housing Unit for each month that a Unit remains in REAP.

B. Withdrawals from Escrow Account.

1. A Landlord, any Tenant, any Enforcement Agency, and any creditor of the Landlord may apply to the County REAP Administrator to schedule an administrative hearing before the Hearing Officer to request release of funds from the escrow account. Escrow account funds may be withdrawn for the following reasons, which include but are not limited to:

- a. When necessary to prevent a significant diminution of an essential service to the building, including utilities.
- b. When necessary to pay for essential services to the building, including utilities, trash services, security, pest control, and managerial services.

Prepayment of the expenses does not preclude the need for approval of the request under this Section.

- c. When necessary for the correction of deficiencies, including, but not limited to, those that caused the placement into REAP;

- d. When, to the extent legally permissible, requested by a Tenant who has performed or wishes to repair conditions that affect the Tenant's health, safety, or welfare, that result in a deprivation of housing services as defined in Section 8.52.030 N, or that result in a habitability violation as defined in Section 8.53.120. Those repairs are not limited to the repair of violations that caused the placement into REAP;

e. For repairs in excess of five hundred (500) dollars, the Tenant must submit an estimate or invoice from a licensed contractor, which includes labor, materials, and permit costs, if applicable;

f. Tenants may jointly apply for repairs of deficiencies in the common areas of the building that also affect their Rental Housing Units;

g. For unpaid estimates or invoices, payment shall be made directly to the contractor. If the amount approved is more than one thousand (1,000) dollars, the County REAP Administrator shall withhold fifty (50) percent of the funds approved until verification by the County Housing Program Chief that the work has been completed in a satisfactory manner. The withheld funds shall be released and available for other withdrawals if no verification is obtained within one (1) year of the date of the Hearing Officer's decision approving the withdrawal;

h. When requested by a Tenant who wishes to or has relocated from the Rental Housing Unit or Property. These withdrawals are not limited to the amount of relocation assistance permitted by Section 8.52.110;

i. When requested by a Tenant who has sustained expenses due to uninhabitable conditions; or

j. When ordered by a court.

2. Upon receipt of an application for release of funds, the Hearing Officer shall hold an administrative hearing within fifteen (15) business days of receipt of the application, following the procedures set forth in the REAP standards and policies promulgated pursuant to Section 8.55.150. The Hearing Officer shall order the release

of funds from the escrow account where it has been demonstrated to the satisfaction of the Hearing Officer that the conditions set forth in Subsection B.1, above, have been met.

3. When necessary to address an imminent threat to the health, safety, or welfare of the occupants, or to prevent the termination of utilities, the Hearing Officer may order the release of funds without a hearing or on shortened notice.

4. Any aggrieved party may file an appeal of the Hearing Officer's decision to withdraw or release funds under Section 8.55.080.

5. The pendency of an unlawful detainer action or an unlawful detainer judgement shall not prevent the disbursement of funds to a Tenant. The Hearing Officer shall take into account the facts and circumstances of the unlawful detainer action.

6. The Hearing Officer shall deny the application upon a determination that the application is intended, in whole or in part, to circumvent the provisions of this Chapter.

8.55.100 Termination of Rent Reduction and Removal from REAP.

A. After receiving notice that all Order(s) have been complied with and all conditions and violations have been corrected and abated, including but not limited to those that caused the placement into REAP and any subsequent Orders, or condition(s) or violation(s), including those contained within the Rental Housing Official Inspection Report, the County Housing Program Chief may recommend to the Hearing Officer, the termination of the rent reduction(s) upon a finding that:

1. All Order(s) affecting the Rental Housing Property and/or Unit(s) and the common areas have been signed off by the County Housing Program Chief or appropriate Enforcement Agency, confirming the correction or abatement of any condition(s) or violation(s) which served as the basis for placement into REAP; and

2. There are no other outstanding Orders affecting the Rental Housing Property and/or Unit(s) or common areas of the building.

B. A Landlord may submit to the County Housing Program Chief an application to terminate the rent reduction for certain Rental Housing Units, notwithstanding the continuation of condition(s) or violation(s) affecting other Rental Housing Units, if the conditions set forth in Subsection A, above, are met for those Rental Housing Units. The Landlord may only submit one (1) application for each Rental Housing Property. The County Housing Program Chief shall review any application and recommend termination only if it finds that only minor violations remain in the other Rental Housing Units.

C. If the Hearing Officer terminates the escrow account established for a Rental Housing Property and/or Unit, any remaining funds in the escrow account shall be paid in the following order:

1. Any administrative fees authorized in Section 8.53.150 that have not yet been collected may be withdrawn from the escrow account. However, before funds in the escrow account are paid for administrative fees, the County REAP Administrator shall process all applications for withdrawal or release of funds from the escrow account as described in Section 8.55.090 B.

2. Any outstanding fees, fines, and penalties imposed pursuant to Section 8.53.150.

3. Any outstanding rent registration fees or fines in a building covered by the RSTPO and any penalties pertaining thereto pursuant to Section 8.52.160.

4. If applicable and if authorized by law, prepayment of two (2) annual inspection fees beyond the initial inspection and reinspection fee set forth in the Rental Housing Habitability Program and Section 8.53.050, to the County Housing Program Chief for each property that was placed into REAP.

D. If there are insufficient funds in the escrow account to pay the outstanding fees, fines, and penalties in this Subsection, the Landlord shall be responsible for payment of these outstanding fees, fines, and penalties, following removal of the Rental Housing Property from REAP. The County REAP Administrator may follow the REAP regulations promulgated pursuant to Section 8.55.150 for collections of any outstanding fees, fines, and/or penalties.

E. Any escrow funds remaining following the payment of expenditures as provided herein and removal of the Rental Housing Property from REAP shall be returned to the Landlord who owned the Rental Housing Property at the time the Hearing Officer authorized the termination of the escrow account. The County REAP Administrator shall refund any remaining escrow account balance to the Landlord recorded with the Registrar-Recorder.

F. As a condition of terminating the escrow account, the Hearing Officer may order an expedited inspection and impose inspection fees and administrative costs

pursuant to Section 8.53.140. The Hearing Officer may also condition termination of the escrow account on payment of those fees or any other unpaid administrative fines or fees under Subsection C, above.

G. If the Hearing Officer terminates the rent reduction, the rent will be restored to the original amount thirty (30) days after the County REAP Administrator mails the Tenant(s) notice of the restoration.

H. The Hearing Officer may release a Rental Housing Property and/or Unit from REAP with the condition that additional annual inspections as provided in Subsection C, above, occur for the purpose of monitoring the Rental Housing Property.

8.55.110 Tenant Protections.

A. Evictions.

1. The gross amount of payments made into the escrow account by or on behalf of a Tenant shall be deemed as a payment in the same amount to the Landlord, including, but not limited to, for the purpose of determining whether a Tenant has paid rent as provided in this Code and/or State law. In any action by a Landlord to recover possession of a Rental Housing Unit, the Tenant may raise the fact of payments into the escrow account as an affirmative defense in the same manner as if the payments had been made to and accepted by the Landlord.

2. While a unit is in REAP, before bringing an action to recover possession on the basis of nonpayment of rent, the Landlord shall have a duty to verify in writing to the County REAP Administrator that the Tenant has not paid his or her rent to the escrow account. The County REAP Administrator shall respond within five

(5) business days to any request for verification. The Landlord shall not bring an action to recover possession based on nonpayment of rent without making this inquiry or if the Tenant or the County REAP Administrator presents proof that the Tenant has paid the rent due into the escrow account.

3. In any action by a Landlord to recover possession of a Rental Housing Unit, the Tenant may raise as a defense any violations by the Landlord of this Chapter or of the RSTPO. If the Tenant is the prevailing party, he or she shall be entitled to recover reasonable attorneys' fees and expenses.

B. Rent Increases.

1. For Rental Housing Units and/or Properties that are placed into REAP by the Hearing Officer, the Landlord or any subsequent Landlord shall not be permitted to increase the rent while in REAP. Once the Rental Housing Unit and/or Property is removed from REAP and for one (1) year thereafter, the Landlord or any subsequent Landlord shall not be permitted to increase the rent during such time as the Tenant resides in the Rental Housing Unit. The determination shall include the date of the Landlord's compliance for the purpose of calculating rent increases. If the Rental Housing Property and/or Unit is subject to the RSTPO, any automatic increase pursuant to Section 8.52.050 will not take effect for a period of one (1) year after the County Housing Program Chief determines that the Landlord has complied with the notice of decision. For a Rental Housing Property and/or Unit that is subject to the RSTPO, if the Landlord applies for an individual rent adjustment pursuant to Section 8.52.060, any authorized rent adjustment will not take effect for a period of one (1) year after the

County Housing Program Chief determines that the Landlord has complied with the Hearing Officer's decision.

2. If the Rental Housing Unit is a fully covered rental unit as defined by Section 8.52.030 L of the RSTPO, no pass-through cost recovery shall be allowed pursuant to Section 8.52.070 for reimbursement of costs for any corrections necessary to comply with the Order that resulted in the placement into REAP or any additional Order(s) issued while in REAP.

C. Remedies and Penalties. For the purposes of this Chapter:

1. Any Landlord who violates any of the provisions of this Chapter or who retaliates against a Tenant for the exercise of rights and/or duties under this Chapter, an aggrieved Tenant may institute a civil action, as allowed under Chapter 8.53. The Landlord shall be liable in a civil action for damages and a penalty of no less than two thousand (2,000) dollars and no more than five thousand (5,000) dollars, per violation, at the discretion of the court, together with reasonable attorneys' fees and expenses. If the aggrieved Tenant is older than sixty-two (62) years of age or disabled, the court may award an additional civil penalty of up to five thousand dollars (\$5,000) per violation, at the discretion of the court. Any judgment awarded in such an action may be collected from the escrow account upon application as set forth in Section 8.55.090 B.

2. The above remedies are not exclusive and do not preclude any Tenant from seeking other remedies or penalties provided by applicable law. No administrative remedy need be exhausted prior to filing suit pursuant to this section.

8.55.120 Contact with Tenants.

A. The County REAP Administrator shall contact the Tenant(s) of any Rental Housing Property before and/or after placement of the Rental Housing Property into REAP. This contact may be in person or by United States or electronic mail, and the County REAP Administrator may contract with other persons or organizations to carry out this activity and other operations required for REAP.

B. During this contact, the Tenant(s) shall be informed of the principal provisions of REAP, of the mechanism for payment into the escrow account by Tenant(s) of Rental Housing Unit(s) following placement into REAP, and of their legal rights with respect to eviction and rent increases under the provisions of this Chapter and the RSTPO.

8.55.130 Recording of REAP Order and Removal from REAP.

A. After the decision placing the Rental Housing Property and/or Unit(s) into REAP becomes final, the County REAP Administrator shall file and record with the Registrar-Recorder a certificate legally describing the real property and stating that the subject building has been placed into REAP and that the Landlord has been so notified.

B. After the Rental Housing Property and/or Unit(s) has been removed from REAP, the County REAP Administrator shall file and record with the Registrar-Recorder, a certificate terminating the above-recorded status of the subject building.

C. Collection Remedies: All fees and costs incurred by County Housing Program Chief pursuant to Section 8.53.150 shall be a personal obligation against the Landlord who owns the Rental Housing Property on the date that the Hearing Officer

removes the Rental Housing Property from REAP, recoverable by the County in an action before any court of competent jurisdiction. In addition to the personal obligation and all other remedies provided by law, the County may collect any judgment, fee, cost, penalty, or charge, including any permit fees, fines, late charges, or interest, incurred in relation to the provisions of this Code as provided.

8.55.140 Collection of REAP Fees.

A. The County REAP Administrator shall collect a non-refundable administrative fee of one-hundred and thirty-seven dollars (137) per Rental Housing Unit placed into REAP per month. Upon placement into REAP, the Landlord shall be notified of the information contained in this Section.

B. REAP Administrative Fees: For each Rental Housing Unit that is placed into REAP, the administrative fee of one-hundred and thirty-seven dollars (137) shall be billed directly to the Landlord by the County REAP Administrator monthly, for every month that a property remains in REAP.

C. Collection of Fees: For Rental Housing Units in which the one-hundred and thirty-seven dollars (137) administrative fee has not been paid, the fee may be collected from the escrow account in accordance with Section 8.55.090 B. If upon termination of REAP, there are insufficient funds in the escrow account to cover the outstanding administrative fees, the Landlord will be held responsible for the payment.

D. Collection Remedies: All fees and costs incurred by County Housing Program Chief pursuant to Section 8.55.050 shall be a personal obligation against the Landlord who owns the Rental Housing Property on the date that the Hearing Officer

removes the Rental Housing Property from REAP, recoverable by the County in an action before any court of competent jurisdiction. In addition to the personal obligation and all other remedies provided by law, the County may collect any judgment, fee, cost, penalty, or charge, including any permit fees, fines, late charges, or interest, incurred in relation to the provisions of this Code as provided.

E. Delinquent Fees and Late Fines: Fees are due per Rental Housing Unit for each month, including a pro rata fraction thereof for partial months, that the Rental Housing Unit remains in REAP and is occupied. Fees not paid by the Landlord within sixty (60) days from the last day of each month that fees are due are deemed delinquent. A late fine may be imposed on delinquent fees equal to fifty (50) percent of the amount due. Interest may also be charged where a Landlord fails to pay the fee or late fine and shall be calculated at the rate of one (1) percent per month, or a pro rata fraction thereof, on the amount of the fee and late fine imposed, from the date the fee became delinquent until the date of payment.

F. Notice of Late Fine. If the County REAP Administrator determines pursuant to Subsection E that late fines and interest are due, they shall notify the Landlord/Local Contact Representative by United States mail in a sealed envelope, with postage paid, addressed to the last known address of the Landlord as that address appears in the last equalized assessment roll. The County REAP Administrator may also take reasonable steps to determine the address of the current Landlord. The notice of late fine shall state the amount of the fee due and that:

1. "If the fee is not remitted to the County REAP Administrator within thirty (30) days after the date of mailing of this notice, the County REAP Administrator shall assess a late fine equal to fifty percent (50%) of the fee due. Any person who fails to pay the assessed fee and late fine shall also pay interest. Interest shall be calculated at the rate of one percent (1%) per month, or a pro rata fraction thereof for a partial month, on the amount of the fee and late fine, from the thirtieth (30th) calendar day after the date of mailing of this notice until the date of payment. All costs incurred pursuant to Section 8.55.050 of the Los Angeles County Code shall be a personal obligation against the Landlord, recoverable by the County in an action before any court of competent jurisdiction. In addition to the personal obligation and all other remedies provided by law, the County may collect any judgment, fee, cost, or charge, including any permit fees, fines, late charges, or interest, incurred in relation to the provisions of Section 8.53.150 as provided in the Los Angeles County Code."

G. Service of the notice of late fine shall be deemed to have been completed at the time of deposit with the United States Postal Service. The Landlord shall remit the fee to the County REAP Administrator within thirty (30) calendar days after the date of mailing the notice of the fee.

8.55.150 Rent Escrow Account Program Standards.

The County REAP Administrator, in coordination with the County Housing Program Chief, may promulgate standards, policies, procedures and guidelines to assure compliance with State law, the County Code, and the preservation of public health, safety, and welfare of Rental Housing Properties and Units in the

Unincorporated Areas. All standards, policies, procedures, and guidelines shall be posted on the official website for the Department and DCBA, and also available in hard copy to any person upon request. Violations of the foregoing shall constitute a violation of this Chapter.

8.55.160 Severability.

A. 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.

8.55.170 Effective Date.

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

[CH855VMCC]