

TRANSMITTAL

To:

THE COUNCIL

Date: 12/20/2018

From:

THE MAYOR

TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.



ERIC GARCEITI
Mayor

(Ana Guerrero) for



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

Regulatory Compliance & Code Bureau

1200 West 7th Street, 8th Floor, Los Angeles, CA 90017
tel 213.808.8888 | toll-free 866.557.7368
hcidla.lacity.org

December 3, 2018

CF No.: 14-0268-S13
Council District: Citywide
Contact Persons:
Gladys Acevedo (323) 224-3531
Anna Ortega (213) 808-8551
Roberto Aldape (213) 808-8826

Honorable Eric Garcetti
Mayor, City of Los Angeles
200 North Spring Street, Room 303
Los Angeles, California 90012

Attention: Mandy Morales, Legislative Coordinator

HCIDLA RECOMMENDATION ON THE ADOPTION OF AN ANTI-TENANT HARASSMENT ORDINANCE IN RESPONSE TO COUNCIL MOTION 14-0268-S13

SUMMARY

The General Manager of the Los Angeles Housing + Community Investment Department (HCIDLA) respectfully requests that your office review and approve this transmittal and forward it to the City Council for further consideration. The City Council approved a motion by Councilmembers Jose Huizar and Marqueece Harris-Dawson (Council File 14-0268-S13) instructing the Housing + Community Investment Department (HCIDLA) to review tenant harassment ordinances of other jurisdictions and to report back on the feasibility of adopting a similar tenant harassment ordinance for the City of Los Angeles.

HCIDLA respectfully submits this report outlining recommendations that the City adopt an Anti-Tenant Harassment Ordinance.

RECOMMENDATIONS

The General Manager of HCIDLA respectfully requests that the Mayor and City Council:

- I. Provide direction to HCIDLA and the City Attorney on the adoption of a policy to prohibit harassment of renters in multi-family housing under one of the following alternatives:

- a. Prohibit harassment of renters in units subject to the Rent Stabilization Ordinance (RSO) units; or
 - b. Prohibit harassment of renters in both RSO and non-RSO multi-family units
- II. Instruct the City Attorney to draft specific amendments to the RSO to deter tenant harassment by amending the provisions on reductions in services and penalties and remedies for violations of the RSO, as described on pages 5 through 7 of this report;
 - III. If the Mayor and Council elect to include non-RSO multi-family units (Recommendation 1 b), direct the City Attorney, in consultation with HCIDLA, to draft any additional ordinances necessary to deter tenant harassment in non-RSO units and provide similar remedies to renters of non-RSO multi-family rental units;
 - IV. Direct HCIDLA to report back on the staff resources and funding necessary to implement a Tenant Harassment ordinance; and
 - V. Instruct HCIDLA to work with the Rent Adjustment Commission (RAC) to adopt rules and regulations to implement an Anti-Tenant Harassment Ordinance.

BACKGROUND

The City Council adopted the Rent Stabilization Ordinance (RSO) in May 1979 to safeguard tenants from excessive rent increases while providing landlords with just and reasonable returns from their rental units. The RSO requires the registration of rental units, regulates allowable rent increases and evictions, and requires payment of relocation assistance for tenant no-fault evictions. The RSO regulates rents for in-place tenants, but allows rents to be reset at market after a voluntary vacancy.

Since the adoption of the RSO in 1979, the Ordinance has been amended to clarify and strengthen its provisions and adapt to new laws and changes in practices in the rental housing market. Recent amendments include:

- Ordinance No. 181,744, effective 7/15/11, adopting technical amendments, particularly dealing with illegal units
- Ordinance No. 182,359, effective 1/26/13, prohibiting online payments as the sole means of paying rent
- Ordinance No. 184,080, effective 2/19/16 regulating seismic retrofit cost passthroughs
- Ordinance No. 184,529, effective 10/4/16, requiring registration of rents
- Ordinance No. 184,673, effective 1/25/17, regulating tenant buy-out agreements
- Ordinance No. 184,822, effective 4/30/17, amending rules for evictions and tenant relocation assistance
- Ordinance No. 184,873, effective 6/4/17, strengthening the RSO Ellis eviction protections
- Ordinance No. 185,224, effective 12/13/17, amending the RSO Ellis Provisions to eliminate relocation waivers and extend tenants' right to return to 10 years

HCIDLA currently investigates approximately 10,000 annual tenant complaints of possible RSO violations for illegal rent increases, illegal evictions, failure to post the RSO notification, non-

registration of rental units, illegal tenant buy-out agreements, and denial of relocation assistance. Thirty-six percent (36%) of complaints filed are for illegal evictions, 23% are for illegal rent increases, and 20% are based on reductions in housing services.

However, as rents skyrocket, increasing demand for affordable housing, there is growing evidence of a need to amend the RSO to prohibit harassment of tenants. As summarized in the Council motion: “In today’s growing real estate market, housing advocates are reporting an increase in harassment by landlords in order to encourage tenants to ‘voluntarily’ move out.” Testimony describing landlord intimidation was provided by housing advocates involved in the preparation of the City’s 2017 Assessment of Fair Housing Plan. Similar testimony has been presented to the Rent Adjustment Commission (RAC). A minority of unscrupulous landlords are reported to employ coercive tactics such as reducing housing services, issuing eviction notices based on false grounds or refusing to conduct repairs required by law, in order to induce tenants to vacate their RSO housing, which then allows rents to be raised to market rate. Often, these activities are conducted by new owners of long-time rent-stabilized properties interested in profiting in a rapidly expanding real estate market. In response to similar trends statewide, several jurisdictions such as San Francisco, Santa Monica and West Hollywood have adopted anti-tenant harassment statutes.

Application of the Proposed Ordinance

HCIDLA initially recommended the adoption of the proposed Anti-Tenant Harassment Ordinance as an amendment to the RSO, which regulates approximately 640,000 rental units. Tenants living in RSO units are more vulnerable to harassment due to the financial incentive to decontrol rents in RSO units. The City Council and Mayor may further elect to provide anti-harassment protections to renters in all multi-family rentals, including non-RSO units. This would cover approximately 200,000 additional rental units. If the Mayor and Council wish to adopt a program that extends these protections to non-RSO renters, the City Attorney should be instructed to prepare the additional ordinances necessary to protect tenants in both RSO and non-RSO multi-family rental units and HCIDLA should report back on costs and potential funding sources for the administration and enforcement of a general ordinance against harassment of renters in multi-family rental housing.

Existing Legal Protections

“Harassment” is subject to interpretation and can involve activities ranging from inconvenience and annoyances to intimidation, threats of violence, sexual harassment and assault. Existing state and City laws clearly prohibit many types of behavior commonly described as “harassment.” Adoption of an Anti-Tenant Harassment Ordinance would augment the existing protections in State law and City ordinances, as well as provide additional defenses to tenants in civil court.

State civil and penal codes prohibit retaliation and discrimination, including:

- Interruptions of utilities and threats to do so
- Failure to perform necessary repairs
- Abuse of a landlord’s right to enter rental units
- Removal of a tenant’s property

- Interference with quiet use and enjoyment of a tenant's rental unit
- Retaliation for lawful exercise of tenant rights
- Discrimination based on race, religion, sex, disability, and sexuality

Under state law, tenants may be awarded punitive or exemplary damages due to harassment by landlords. Tenants may be awarded punitive damages up to two thousand dollars (\$2,000) for each violation if a court finds that a landlord has influenced a tenant to vacate by larceny or extortion, threat of physical harm, or unreasonable entry to the rental unit under California Civil Code §1940.2. Assembly Bill 291 by Assemblyman Chiu was approved by the State Legislature amending California Civil Code §1940.2 to prohibit threats based on tenants' immigration status. A similar motion was approved by the Los Angeles City Council and became effective November 25, 2018 (Council File 17-0461).

Retaliation against tenants who file complaints with government agencies or otherwise exercise their rights is illegal under both state and city laws. Retaliation is presumed if the landlord attempts an actual eviction, constructive (coerced) eviction, increase in rent or decrease in services within 180 days after a tenant complains to the landlord about habitability, files a complaint with a government agency about habitability (or that agency inspects or issues an order), or files a civil action for habitability. Punitive damages from one hundred dollars (\$100) up to two thousand dollars (\$2,000) can be awarded in addition to actual damages for each act of retaliation under California Civil Code §1942.5.

Further, California Civil Code §3294 provides for recovery of exemplary damages, in addition to actual damages, in cases where a landlord is guilty of fraud, oppression or malice.

The RSO regulates rent increases, evictions, relocation assistance, tenant buy-out agreements, and requires registration of units and rent amounts. Violations of the RSO are handled through HCIDLA's Rent Stabilization Division investigation and enforcement process. Approximately 9,000 complaints are investigated and resolved annually. The vast majority of complaints (99%) are resolved administratively. Unresolved complaints are referred to the Office of the City Attorney for mediation and consideration of criminal prosecution. Existing penalties include liability in a civil action, criminal prosecution, fines, and penalty fees.

Violations of the Los Angeles Housing Code are handled through the Systematic Code Enforcement Program (SCEP) and complaint-driven inspections. The Rent Escrow Account Program (REAP) imposes a rent reduction for units with unresolved housing code violations and allows tenants to pay the reduced rent into HCIDLA's escrow account, from which they may withdraw their escrowed funds to relocate. Uncorrected deficiencies may result in additional enforcement actions, including civil or criminal prosecution. These programs are unique to Los Angeles and provide significant tools in protecting tenants' rights to safe and habitable housing.

Summary of Tenant Protections in Other Jurisdictions

HCIDLA was instructed to review the ordinances of San Francisco, Santa Monica, and West Hollywood and report on the feasibility of adopting a similar ordinance in Los Angeles. HCIDLA staff additionally reviewed ordinances in Berkeley, San Jose and Oakland and spoke with Rent Board and City Attorney staff in most of these jurisdictions. A summary of statewide Tenant Harassment/Protection ordinances is provided in Attachment 1.

Each of the rent jurisdictions studied provide generally similar definitions of “Tenant Harassment” and pursue similar enforcement mechanisms, including mediation, administrative, civil, and criminal enforcement. All of the jurisdictions reviewed, except San Francisco, extend anti-harassment protections to both rent controlled and non-rent controlled units.

In 2008, San Francisco adopted Proposition M, which amended the San Francisco Rent Ordinance to ban bad faith or “harassment” actions conducted by landlords or their agents. The law, which allowed tenants to file a petition for a reduction in rent based on the loss of the “quiet enjoyment” of their housing, was immediately challenged. Only the sections that provide for a reduction in rent based on the loss of actual housing services survived the legal challenge. As a result, the San Francisco Rent Board may order reductions in rent for loss of housing services, but not for other, more general interference as defined in the San Francisco Tenant Harassment ordinance. The statute details criminal penalties upon conviction for misdemeanors punishable with a fine of \$1,000 or imprisonment, as well as civil actions and monetary awards including treble damages.

Santa Monica’s prohibitions against tenant harassment were adopted in 1996 in response to the 1995 passage of the Costa Hawkins Act and subsequently modified in 2014. Santa Monica defines “Bad Faith” as an intent to vex, annoy, harass, provoke or injure another person. This includes the intent of a property owner or manager to induce a tenant to vacate a rental housing unit through unlawful conduct (constructive eviction). Tenants may file complaints with the Santa Monica Consumer Protection Division. If a property owner fails to respond to a tenant’s written request for necessary repairs, the tenant may file a rent decrease petition with the Santa Monica Rent Control Board. The Santa Monica City Attorney oversees enforcement of Santa Monica’s Tenant Harassment ordinance and is empowered to seek injunctive relief. Each separate violation of the ordinance may be either a criminal misdemeanor (with up to six months in jail plus a \$1,000 fine), or a civil violation (subject to injunction, a fine of up to \$10,000 per violation, attorneys’ fees and possible punitive damages). In 2014, Santa Monica added an additional civil penalty of \$5,000 (above the \$10,000 penalty) for harassment of elderly and disabled tenants who are especially susceptible to being harassed out of their apartments. The additional penalty was adopted to further deter owner misconduct directed at long-term tenants who may be prime targets of property owners who would prefer higher-paying renters.

The West Hollywood (WEHO) anti-harassment provisions are incorporated in their rent ordinance. In order to provide a forum for disputes, WEHO offers services through the City’s Mediator Office. If mediation fails, their Legal Services Division initiates an investigation and determines whether the landlord’s actions constitute a violation of the harassment code. If the evidence supports a finding of harassment, the case is referred to the City Prosecutor for further action. Of note, West Hollywood provides for a roll-back of rent levels when there is a finding of harassment.

Managers of the statewide Rent Stabilization programs report that their respective ordinances often serve as a deterrent to illegal conduct and assist tenants in their legal defense against landlords who engage in harassment. Only the most egregious cases are prosecuted as violations of anti-tenant harassment laws.

Definition of Tenant Harassment

HCIDLA staff has reviewed the various city anti-harassment ordinances, consulted with the City Attorney and legal advocates, and recommends adoption of a definition of Tenant Harassment which may include the following elements and prohibited activities, as with the final language to be in consultation with the City Attorney:

1. Elimination of housing services required by a lease or contract, including the elimination of parking services if provided in the tenant's contract.
2. Failing to perform and timely complete necessary repairs and maintenance required by State, County or local housing, health, or safety laws or failure to follow appropriate industry standards to minimize exposure to noise, dust, lead paint, asbestos or other building materials with potentially harmful health impacts.
3. Abuse of the right of access into a rental housing unit as established and limited by California Civil Code Section 1954.
4. Threatening a tenant, by word or gesture, with physical harm.
5. Misrepresenting to a tenant that the tenant is required to vacate a rental housing unit or enticing a tenant to vacate a rental housing unit through an intentional misrepresentation(s) or the concealment of a material fact.
6. Threatening to terminate a tenancy, recover possession of a rental unit, or evict a tenant from a rental unit without a proper factual and legal basis; issuance of an eviction notice based on false charges or with no intention of taking a case to court.
7. Threatening to or engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit or whereby the premises are rendered unfit for human habitation and occupancy.
8. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in the lease agreement or as established by the usual practice of the parties.
9. Inquiring as to the immigration or citizenship status of a tenant, prospective additional tenant, occupant or prospective additional occupant of a rental unit, or requiring any of these to make any statement, representation or certification concerning his or her immigration or citizenship status.
10. Disclosing or threatening to disclose to any person or entity information regarding the immigration or citizenship status of a tenant.
11. Threatening to report tenants to immigration authorities, whether in retaliation for engaging in legally protected activities or to influence them to vacate.
12. Engaging in an activity prohibited by federal, state or local housing discrimination laws.

Recommendations to Deter and Address Harassment and Retaliation in RSO Units

The current shortage of affordable housing and escalating rental prices in the Los Angeles housing market, coupled with the vacancy decontrol provisions of the RSO, may provide an incentive for landlords to unfairly target long-term tenants in RSO units. Therefore, HCIDLA recommends the adoption of specific amendments to the RSO to:

- Deter landlords from engaging in harassment and constructive evictions
- Prevent harassment through landlord/tenant outreach and education

- Resolve tenant-landlord conflict through mediation
- Enhance the ability of tenant legal service providers and advocates to defend tenants in anti-harassment civil actions

The City Attorney, together with HCIDLA, should develop the necessary ordinances to:

- Define Tenant Harassment;
- Disallow the removal of parking when this service is included in an existing lease;
- Provide an affirmative defense for tenants in evictions when landlords have engaged in behavior that constitutes harassment;
- Deter tenant harassment by strengthening the provisions for civil penalties in affirmative actions against landlords who engage in such actions by:
 - Providing that any aggrieved party or the City may institute a civil proceeding for injunctive relief and damages for violations of the Anti-Tenant Ordinance which may include costs and reasonable attorneys' fees;
 - Giving courts discretion to award a penalty of up to \$10,000 depending on the severity of a case (similar to the City of Santa Monica);
 - Adding a separate civil penalty of up to \$5,000 for violations of the Anti-Tenant Harassment Ordinance committed against elderly or disabled tenants (as provided by the City of Santa Monica);
- Specify that violations of the Tenant Harassment provisions are misdemeanors subject to the remedies available under LAMC 151.10;
- Amend LAMC Section 151.10.B to include violations of the eviction provisions of the RSO in LAMC 151.09.A (legal reasons for eviction), 151.09.B (retaliation), and 151.09.D (evictions for changes in terms of tenancy related to pets) as misdemeanors which are grounds for criminal prosecution; and
- Amend the maximum fines levied for violations of the RSO which are misdemeanors from "not more than \$1,000" to not more than \$10,000, with an added penalty of up to \$5,000 for violations committed against elderly or disabled tenants. (LAMC 151.10)

Role of the Rent Adjustment Commission

LAMC Chapter XV, Article 1, Section 151.00 et seq. establishes the Rent Adjustment Commission (RAC) and tasks the commission with the responsibility to issue orders and promulgate policies, rules and regulations to carry out the RSO. In keeping with its mandate, the RAC has established Regulations and Guidelines to assist in the interpretation and implementation of the RSO. Regulation 600.00 establishes "Eviction Good Faith Requirements," defines "good faith," and provides examples of actions which infer an intent to circumvent the RSO for no-fault evictions. This regulation provides that a landlord may not recover possession of a rental unit or cause the tenant to quit involuntarily, if the dominant intent of the landlord is to gain possession of the unit by means of retaliation against the tenant for exercising their rights under the RSO.

Testimony to the RAC and complaints filed with HCIDLA describe on-going issues with landlords who remove services, such as parking, laundry or utilities. RAC Regulation 400.00 covers reductions in housing services connected with the use or occupancy of a rental unit including utilities (light, heat, water and telephone), ordinary repairs or replacement, and maintenance. The

RSO and the RAC regulations find that a reduced housing service without a corresponding reduction in rent constitutes an illegal rent increase. The RAC has recently evaluated and updated the rent reduction amounts for reduced housing services effective June 20, 2018.

Additionally, the RAC has reviewed the impact on the loss of parking on Los Angeles renters. Because parking is a scarce, expensive commodity and the removal of parking may result in a constructive eviction (where the tenant is forced to relocate due to unreasonably burdensome changes in the terms of tenancy), the RAC has proposed to amend their Regulations to bar the removal of parking when that service is included in the lease. HCIDLA, therefore, recommends that the RSO be amended to disallow parking removal when this service is included in an existing lease.

The language in an Anti-Tenant Harassment ordinance, if adopted, should include instruction to the Commission to adopt additional regulations necessary to implement the ordinance.

Resources for Implementation of a Tenant Harassment Ordinance

The resources necessary to implement an anti-tenant harassment ordinance will depend on the scope of the ordinance adopted by the Mayor and Council and, in particular, upon whether the protections are to apply to non-RSO multi-family rental units.

Outreach - The tools necessary to protect tenants from prohibited illegal abuse are primarily outreach and education, and access to legal counsel. HCIDLA has engaged in significant efforts to expand its RSO Landlord-Tenant outreach, and in 2016 received the Mayor's Innovation Award for its outreach efforts. The outreach campaign featured development of a "Home for LA Renters" website, redesigned informational materials, ongoing monthly education workshops and Drop-In sessions, community presentations, and a citywide transit oriented advertisement. These efforts have been expanded, with a second phase of a transit-oriented outreach campaign currently underway, as well informational materials, ads, posters and banners at City libraries, senior and community centers, and City offices citywide. HCIDLA believes it will be even more successful by leveraging its efforts with those of community organizations and advocates. Therefore, upon the adoption of an Anti-Tenant Harassment Ordinance, HCIDLA proposes to conduct a "Train the Trainers" campaign to involve community organizations to assist with informing landlords and renters about the new law.

Landlord-Tenant Mediation Services - Tenant harassment statutes require the finding of bad faith, through intentional acts to avoid a legal or contractual obligation, by misleading another, or simply by violating basic standards of honesty. While existing laws can be utilized to address RSO and Housing Code violations, charges of harassment will often be difficult to document and may involve misunderstandings or cultural differences. Reputable landlords do not condone illegal practices and harassment, yet have concerns that they may be accused of harassment while conducting the regular operations of building management. The Apartment Owners of Greater Los Angeles (AAGLA) published an article that notes: "Trash trucks that come early, gardeners using leaf blowers, water shutoffs due to plumbing maintenance or benign contacting of a tenant can be misconstrued."

Adoption of an Anti-Tenant Harassment Ordinance will result in a significant increase in the 9,000 annual RSO tenant complaints currently filed. HCIDLA proposes to employ a Senior Housing Investigator and Housing Investigator to triage allegations of tenant harassment and determine the best avenue to resolve a complaint.

HCIDLA currently collaborates with the Dispute Resolution Program of the Office of the City Attorney on certain types of tenant complaints. HCIDLA proposes to refer harassment complaints to the Dispute Resolution Program for assistance and services to landlords and tenants in resolving harassment complaints which cannot be addressed by other existing programs. Funding for resources will be necessary in order for this avenue to succeed. If the Anti-Tenant Harassment Ordinance is adopted, HCIDLA will request funding of an Administrative Coordinator position in the City Attorney Dispute Resolution Program to assist in handling the increased mediation caseload.

Staff Resources - Adoption of an Anti-Tenant Harassment Ordinance will be ineffective without adequate enforcement tools. With approximately 640,000 RSO units, Los Angeles has the second largest inventory of rent-stabilized housing in the nation (second only to New York's 1.1 million units). Given the testimony that some landlords are resorting to bad faith practices to force tenants out of rent stabilized units, adopting an anti-harassment ordinance will inevitably lead to a significant increase in in-person and telephone inquiries, complaint allegations and case investigations. To ensure successful implementation, adoption of an Anti-Tenant Harassment Ordinance should include the authorization to employ, at a minimum, a Housing Investigator, Senior Housing Investigator, Communications Information Representative, and a dedicated City Attorney. Additionally, as described earlier, an additional position is needed to coordinate the anticipated increased demand for mediation services through the City Attorney Office of Dispute Resolution. Preliminary costs of these five positions, which would be funded by the Rent Stabilization Trust Fund and would require an increase in the annual RSO unit registration fee, are estimated to be approximately \$1.2 million. If the Council and Mayor elect to expand the protections against tenant harassment to renters in non-RSO units, we estimate the necessary resources would expand to seven positions at an estimated cost of \$1.5 million. Funding for administration and enforcement of an anti-tenant harassment ordinance for non-RSO units would need to be identified, either through the General Fund, the addition of a new fee, or identification of another source of funding.

HCIDLA will report back in greater detail on staffing and resources required once direction is provided on the scale of the anti-tenant harassment program that City policymakers wish to adopt.

FISCAL IMPACT

Under the first option, which would prohibit tenant harassment in RSO units, all necessary funding would derive from the Rent Stabilization Trust Fund. Consequently, there would be no impact to the General Fund. Should the City Council wish to expand anti-harassment protections to tenants in non-RSO units multi-family units, a funding source would need to be identified for these additional services. HCIDLA will report back under separate cover with additional recommendations, including a review of potential funding sources, to expand the scope of the proposed ordinance.

Prepared By:



GLADYS ACEVEDO
Senior Housing Investigator I

Reviewed By:



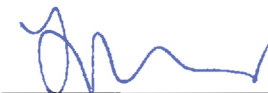
ANNA ORTEGA
Director, Rent Stabilization Division

Reviewed By:



ROBERTO H. ALDAPE
Assistant General Manager

Reviewed By:



LAURA K. GUGLIELMO
Executive Officer

Approved By:



RUSHMORE D. CERVANTES
General Manager

Attachment

CITY	ORDINANCE ON TENANT PROHIBITION	ENFORCEMENT/REMEDIES
<p>SAN FRANCISCO Section 37.10B Tenant Harassment</p>	<p><u>Sec. 37.10B Tenant Harassment.</u> [Added by Proposition M, effective December 19, 2008; revised by Larson v.CCSF (2011) 192 Cal. App. 4th 1263, in which the Court of Appeal struck sections 37.10B(a)(7) and 37.10B(c)(6), and limited Rent Board remedies under section 37.10B(c)(1) to violations of sections 37.10B(a)(1)-(3)]</p> <p>(a) No landlord, and no agent, contractor, subcontractor or employee of the landlord shall do any of the following in bad faith:</p> <p>(1) Interrupt, terminate or fail to provide housing services required by contract or by State, County or local housing, health or safety laws;</p> <p>(2) Fail to perform repairs and maintenance required by contract or by State, County or local housing, health or safety laws;</p> <p>(3) Fail to exercise due diligence in completing repairs and maintenance once undertaken or fail to follow appropriate industry repair, containment or remediation protocols designed to minimize exposure to noise, dust, lead, paint, mold, asbestos, or other building materials with potentially harmful health impacts;</p> <p>(4) Abuse the landlord's right of access into a rental housing unit as that right is provided by law;</p> <p>(5) Influence or attempt to influence a tenant to vacate a rental housing unit through fraud, intimidation or coercion;</p> <p>(6) Attempt to coerce the tenant to vacate with offer(s) of payments to vacate which are accompanied with threats or intimidation;</p> <p>(7) Continue to offer payments to vacate after tenant has notified the landlord in writing that they no longer wish to receive further offers of payments to vacate;</p> <p>(8) Threaten the tenant, by word or gesture, with physical harm;</p> <p>(9) Violate any law which prohibits discrimination based on actual or perceived race, gender, sexual preference, sexual orientation, ethnic background, nationality, place of birth, immigration or citizenship status, religion, age, parenthood, marriage, pregnancy, disability, AIDS or occupancy by a minor child;</p> <p>(10) Interfere with a tenant's right to quiet use and enjoyment of a rental housing unit as that right is defined by California law;</p> <p>(11) Refuse to accept or acknowledge receipt of a tenant's lawful rent payment;</p> <p>(12) Refuse to cash a rent check for over 30 days;</p> <p>(13) Interfere with a tenant's right to privacy;</p> <p>(14) Request information that violates a tenant's right to privacy, including but not limited to residence or citizenship status or social security number;</p> <p>(15) Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy.</p> <p>(b) Nothing in this Section 37.10B shall be construed as to prevent the lawful eviction of a tenant by appropriate legal means.</p>	<p><u>(c) Enforcement and penalties.</u></p> <p>(1) <u>Rent Board.</u> Violation of Sections 37.10B(a)(1) – (3) is a substantial and significant decrease in services as defined in Section 37.2(g) and tenants may file a petition with the Rent Board for a reduction in rent.</p> <p>(2) <u>Criminal Penalty.</u> Any person who is convicted of violating this Section shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not greater than one thousand dollars or by imprisonment in the County Jail for not more than six months, or by both such fine and imprisonment.</p> <p>(3) <u>Civil Action.</u> Any person, including the City, may enforce the provisions of this Section by means of a civil action. The burden of proof in such cases shall be preponderance of the evidence. A violation of this Chapter may be asserted as an affirmative defense in an unlawful detainer action.</p> <p>(4) <u>Injunction.</u> Any person who commits an act, proposes to commit an act, or engages in any pattern and practice which violates this Section 37.10B may be enjoined therefrom by any court of competent jurisdiction. An action for Injunction under this subsection may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interest of the protected class.</p> <p>(5) <u>Penalties and Other Monetary Awards.</u> Any person who violates or aids or incites another person to violate the provisions of this Section is liable for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved party (including damages for mental or emotional distress), or for statutory damages in the sum of one thousand dollars, whichever is greater, and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of Section 37.9, 37.10A, or 37.10B herein. In addition, a prevailing plaintiff shall be entitled to reasonable attorney's fees and costs pursuant to order of the court. The trier of fact may also award punitive damages to any plaintiff, including the City, in a proper case as defined by Civil Code Section 3294. The remedies available under this Section shall be in addition to any other existing remedies which may be available to the tenant or the City.</p> <p>(6) <u>Defending Eviction Lawsuits.</u> In any action to recover possession of a rental unit subject to the Chapter, unless the sole basis of the notice to quit is Section 37.9(b), the court shall award the tenant reasonable attorney fees and costs incurred in defending the action upon a finding that the tenant is the prevailing party under Code of Civil Procedure Section 1032(a)(4).</p> <p>(d) Severability. If any provision or clause of this Section 37.10B, or Section 37.2(g), or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions of this Section 37.10B or Section 37.2(g) and all clauses of these Sections are declared to be severable.</p>
<p>City of Santa Monica Tenant Harassment 4.56.020 Prohibition</p>	<p><u>4.56.020 Prohibition.</u></p> <p>No landlord shall, with respect to property used as a rental housing unit under any rental housing agreement or other tenancy or estate at will, however created, do any of the following in bad faith:</p> <p>(a) Interrupt, terminate or fail to provide housing services required by contract or by State, County or local housing, health or safety laws;</p> <p>(b) Fail to perform repairs and maintenance required by contract or by State, County or local housing, health or safety laws;</p> <p>(c) Fail to exercise due diligence in completing repairs and maintenance once undertaken;</p> <p>(d) Abuse the landlord's right of access into a rental housing unit as that right is specified in California Civil Code Section 1954. This includes entries for "inspections" that are not related to necessary repairs or services; entries excessive in number; entries that improperly target certain tenants or are used to collect evidence against the occupant or otherwise beyond the scope of an otherwise lawful entry;</p> <p>(e) Abuse the tenant with words which are offensive and inherently likely to provoke an immediate violent reaction;</p> <p>(f) Influence or attempt to influence a tenant to vacate a rental housing unit through fraud, intimidation or coercion;</p> <p>(g) Threaten the tenant, by word or gesture, with physical harm;</p> <p>(h) Violate any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, AIDS or occupancy by a minor child;</p> <p>(i)(1) Take action to terminate any tenancy including service of any notice to quit or other eviction notice or bring any action to recover possession of a rental housing unit based upon facts which the landlord has no reasonable cause to believe to be true or upon a legal theory which is untenable under the facts known to the landlord. No landlord shall be liable under this subsection for bringing an action to recover possession unless and until the tenant has obtained a favorable termination of that action.</p> <p>(2) This subsection shall not apply to any attorney who in good faith initiates legal proceedings against a tenant on behalf of a landlord to recover possession of a rental housing unit;</p> <p>(j) Interfere with a tenant's right to quiet use and enjoyment of a rental housing unit as that right is defined by California law;</p> <p>(k) Refuse to acknowledge receipt of a tenant's lawful rent payment;</p> <p>(l) Interfere with a tenant's right to privacy, including, but not limited to, entering or photographing portions of a rental housing unit that are beyond the scope of a lawful entry or inspection.</p>	<p><u>4.56.040 Enforcement and Penalties</u></p> <p>(a) Criminal Penalty. Any person who is convicted of violating this Chapter shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not greater than one thousand dollars or by imprisonment in the County Jail for not more than six months, or by both such fine and imprisonment.</p> <p>(b) Civil Action. Any person, including the City, may enforce the provisions of this Chapter by means of a civil action. The burden of proof in such cases shall be preponderance of the evidence. A violation of this Chapter may be asserted as an affirmative defense in an unlawful detainer action.</p> <p>(c) Injunction. Any person who commits an act, proposes to commit an act, or engages in any pattern and practice which violates Section 4.56.020 may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by any aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interest of the protected class.</p> <p>(d) Penalties and Other Monetary Awards. Any person who violates or aids or incites another person to violate the provisions of this Chapter is liable for each and every such offense for the actual damages suffered by any aggrieved party or for statutory damages in the sum of between one thousand dollars and ten thousand dollars, whichever is greater, and shall be liable for such attorneys' fees and costs as may be determined by the court in addition thereto. Any violator shall be liable for an additional civil penalty of up to five thousand dollars for each offense committed against a person who is disabled or aged sixty-five or over. The court may also award punitive damages to any plaintiff, including the City, in a proper case as defined by Civil Code Section 3294. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.</p> <p>(e) Nonexclusive Remedies and Penalties. The remedies provided in this Chapter are not exclusive, and nothing in this Chapter shall preclude any person from seeking any other remedies, penalties or procedures provided by law.</p>

CITY	ORDINANCE ON TENANT PROHIBITION	ENFORCEMENT/REMEDIES
<p>WEST HOLLYWOOD 17.52.090 Prohibition Tenant Harassment</p>	<p>17.52.090 Prohibition of Tenant Harassment: No landlord, or landlord's agent, property manager or representative shall, with respect to property used as a rental unit under any rental agreement or other tenancy or estate at will, however created, willfully engage in harassment of any tenant of a rental housing unit in a manner that is likely to create a hostile living environment or cause a reasonable tenant similarly situated to vacate the rental housing unit. As used herein, harassment includes but is not limited to the following conduct:</p> <ol style="list-style-type: none"> 1. A reduction of housing services as the term "housing service" is defined in this title. 2. A reduction of maintenance or failure to perform and timely complete necessary repairs or maintenance as determined by the Rent Stabilization Department or the Commission. 3. Abusing the right of access into a rental housing unit as established and limited by California Civil Code Section 1954. 4. Engaging in abusive conduct toward a tenant through the use of words which are offensive and inherently likely to provoke an immediate violent reaction. 5. Enticing a tenant to vacate a rental housing unit through an intentional misrepresentation(s) or the concealment of a material fact. 6. Threatening a tenant, by word or gesture, with physical harm. 7. Misrepresenting to a tenant that the tenant is required to vacate a rental housing unit. 8. Failing to exercise due diligence in performing and completing repairs to a rental housing unit after obtaining possession of the unit for the purpose of performing the repairs. 9. Engaging in an activity prohibited by federal, state or local law which prohibits housing discrimination on any basis including but not limited to sexual orientation, race, color, sex, ancestry, ethnic origin, national origin, religion, age, marital status, familial status, parenthood, pregnancy, disability, medical condition including, but not limited to, AIDS or AIDS-related conditions, gender identity, occupancy by a minor child, citizenship, or status as a student. 10. Threatening to terminate a tenancy, recover possession of a rental unit, or evict a tenant from a rental unit without a proper factual and legal basis. This subsection shall not apply to a threat that is made in connection with litigation that is actually pending or in good faith contemplated when the threat is made. In the case of a threat, or a series of threats, made in the form of a three-day, thirty-day, or other formal tenancy-termination notice, there is a rebuttable presumption that the threat is not made in good-faith contemplation of litigation if the landlord does not actually initiate litigation based on the notice within thirty days of the tenancy termination specified in the notice. 11. Engaging in any act or omission which interferes with the tenant's right to use and enjoy the rental unit. 12. Refusing to acknowledge or accept receipt of lawful rent payments as set forth in the lease agreement or as established by the usual practice of the parties. 13. Engaging in any act or omission constituting a disturbance of a tenant's possession of rental premises, whereby the premises are rendered unfit for occupancy, or the tenant is deprived of the beneficial enjoyment of the premises. 14. Engaging in any conduct intended primarily to vex, annoy, injure, or intimidate a tenant. The conduct described in this subsection includes any behavior explainable only or primarily by the intent and purpose to vex, annoy, injure, or intimidate a tenant. The conduct described in this subsection shall not include conduct intended to communicate ideas or beliefs to the public at large which has only an incidental effect upon a person or persons. 	<p>17.68.010 Remedies – Violations.</p> <p>d. Any person, including the city, may enforce the provisions of this title by means of a civil action. Any person or entity violating any of the provisions of this title is liable for each and every such offense for actual damages suffered by the aggrieved party, or for statutory damages in the sum of one thousand dollars (\$1,000.00), whichever is greater, and for punitive damages. The prevailing party may also recover such attorneys' fees and costs as may be determined by the court.</p> <p>e. Any person or entity violating any of the provisions of this title or the prior moratorium ordinance regulating rents adopted on November 29, 1984 shall be guilty of a misdemeanor. Any person or entity convicted of a misdemeanor under the provisions of this title shall be punishable by a fine of not more than one thousand dollars (\$1,000.00) or by imprisonment for a period of time not exceeding six months, or by both. Each violation of any provision of this title, and each day during which any such violation is committed or continued shall constitute a separate offense.</p> <p>f. The City Attorney or any other person authorized by the City Council may bring an action on behalf of the city and/or on behalf of tenants seeking injunctive relief to compel compliance with or prohibit violations of this title. Such relief may include an order requiring that all amounts accepted or retained in violation of this title be refunded to the affected persons.</p> <p>g. The amount of any fee and penalty imposed by any of the provisions of this title shall be deemed a debt owing to the city and may be collected by any means provided by law.</p> <p>h. Any action challenging a decision of the Commission concerning a particular rent adjustment proceeding shall be brought within ninety days of the final decision by the Commission.</p> <p>i. The Commission may establish by regulation an informal procedure for resolution of disputes that arise under this title including disputes concerning the proper amount of the base rent for particular units, the dates carpets and window coverings were last replaced in a given unit and any similar matters.</p>
<p>BERKELEY 13.79.060 Tenant Protection</p>	<p>C. No Landlord of any Rental Unit located in the City of Berkeley, shall do any of the following in bad faith:</p> <ol style="list-style-type: none"> 1. Influence, or attempt to influence a Tenant to vacate a Rental Unit through fraud or intimidation, or through unauthorized physical acts. 2. Threaten by use of fraud, intimidation, or coercion to terminate a tenancy, to recover possession of a Rental Unit, or to evict a Tenant from a Rental Unit. Such threats shall include threatening to report any Tenant, occupant, or guest of any Tenant or occupant, to U.S. Immigration and Customs Enforcement. 3. Reduce, interrupt, or withhold any services or amenities provided to the Tenant pursuant to the rental agreement, custom, or law. Such services include, but are not limited to, provision of the quiet use and enjoyment of the Rental Unit. 4. Interfere with any Tenant's rights of privacy. Unlawful interference with a Tenant's right to privacy shall include, but is not limited to, requesting information regarding citizenship or residency status or social security number of any Tenant or member of the Tenant's family or household, occupant, or guest of any Tenant, except for the purpose of obtaining information for the qualifications for a tenancy prior to the inception of a tenancy. Unlawful interference with the right to privacy also includes releasing any confidential information regarding any person described in this subdivision, except as required by law. 5. Abuse the limited right of access into a Rental Unit as established and limited by Civil Code 1954. 6. Abuse, exploit, discriminate, or take advantage of, any actual or perceived disability, trait or characteristic of any Tenant, including, but not limited to, the Tenant's participation in any section 8, housing choice voucher, or other subsidized housing program. 7. Fail to perform any repairs in a timely and professional manner that minimizes inconvenience to the Tenant; or fail to exercise due diligence in completing repairs and maintenance once undertaken; or fail to follow appropriate industry standards to or protocols designed to minimize exposure to noise, dust, lead paint, asbestos, other building materials with potentially harmful health impacts. 8. Threaten to not perform repairs and maintenance required by contract, custom, or law, or threaten to do so. 9. Fail to accept or acknowledge receipt of a Tenant's rent, or to promptly deposit a Tenant's rent payment, or to promptly provide a receipt to a tenant upon request, except as such refusal may be permitted by state law after a notice to quit has been served and the time period for performance pursuant to the notice has expired. 10. Offer payments to a Tenant to vacate without providing written notice to the Tenant of his or her rights under this Chapter, using the form prescribed by City staff; however this shall not prohibit offers made in pending unlawful detainer actions. 11. Engage any Tenant in any form of human trafficking as defined by California Penal Code section 236.1, as a condition of that Tenant's continued occupancy of a Rental Unit. 	<p>Remedies.</p> <ol style="list-style-type: none"> 1. Any person aggrieved by a violation of this Section, any person or entity who will fairly and adequately represent the interests of the protected class, the City or the Rent Board at the behest of the City, may file a civil action to enforce this Section. 2. The relief available to a plaintiff in such an action may include an injunction; all actual damages suffered by any aggrieved party; and an award of civil penalties in the sum of between one thousand dollars and ten thousand dollars for each violation. 3. An award of actual damages may include an award for mental and/or emotional distress and/or suffering. The amount of actual damages awarded to a prevailing plaintiff shall be trebled by the Court outside of the presence, and without the knowledge of, the jury, if any, if a defendant acted in knowing violation of, or in reckless disregard of, the provisions of this Section. 4. A defendant shall be liable for an additional civil penalty of up to five thousand dollars for each violation of this Section committed against a person who is disabled within the meaning of California Government Code section 12926, et seq., or aged sixty-five or over. 5. A prevailing defendant in a civil action under this subdivision shall only be entitled to an award of attorneys' fees if it is determined by the Court the action was wholly without merit or frivolous. 6. Nonexclusive Remedies and Penalties. The remedies provided in this subdivision are not exclusive, and nothing in this Section shall preclude any person from seeking any other remedies, penalties or procedures provided by law.

CITY	ORDINANCE ON TENANT PROHIBITION	ENFORCEMENT/REMEDIES
<p>OAKLAND 8.22.640 Tenant Harassment</p>	<p>A. No Owner or such Owner's agent, contractor, subcontractor, or employee, shall do any of the following, in bad faith.</p> <ol style="list-style-type: none"> 1. Interrupt, terminate, or fail to provide housing services required by contract or by State, County or municipal housing, health or safety laws, or threaten to do so; 2. Fail to perform repairs and maintenance required by contract or by State, County or municipal housing, health or safety laws, or threaten to do so; 3. Fail to exercise due diligence in completing repairs and maintenance once undertaken or fail to follow appropriate industry repair, containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts; 4. Abuse the Owner's right of access into a rental housing unit as that right is provided by law; 5. Remove from the Rental Unit personal property, furnishings, or any other items without the prior written consent of the Tenant, except when done pursuant to the procedure set forth in Civil Code section 1980, et seq. (disposition of Tenant's property after termination of tenancy). 6. Influence or attempt to influence a Tenant to vacate a Rental Unit through fraud, intimidation or coercion, which shall include threatening to report a Tenant to U.S. Immigration and Customs Enforcement, though that prohibition shall not be construed as preventing communication with U.S. Immigration and Customs Enforcement regarding an alleged violation; 7. Offer payments to a Tenant to vacate more than once in six (6) months, after the Tenant has notified the Owner in writing the Tenant does not desire to receive further offers of payments to vacate; 8. Attempt to coerce a Tenant to vacate with offer(s) of payments to vacate which are accompanied with threats or intimidation. This shall not include settlement offers made in good faith and not accompanied with threats or intimidation in pending eviction actions; 9. Threaten the tenant, by word or gesture, with physical harm; 10. Substantially and directly interfere with a Tenant's right to quiet use and enjoyment of a rental housing unit as that right is defined by California law; 11. Refuse to accept or acknowledge receipt of a Tenant's lawful rent payment, except as such refusal may be permitted by state law after a notice to quit has been served on the Tenant and the time period for performance pursuant to the notice has expired; 12. Refuse to cash a rent check for over thirty (30) days unless a written receipt for payment has been provided to the Tenant, except as such refusal may be permitted by state law after a notice to quit has been served on the Tenant and the time period for performance pursuant to the notice has expired; 13. Interfere with a Tenant's right to privacy; 14. Request information that violates a Tenant's right to privacy, including but not limited to residence or citizenship status or social security number, except as required by law or, in the case of a social security number, for the purpose of obtaining information for the qualifications for a tenancy, or not release such information except as required or authorized by law; 15. Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy; 16. Removing a housing service for the purpose of causing the Tenant to vacate the Rental Unit. For example, taking away a parking space knowing that a Tenant cannot find alternative parking and must move. 	<p>8.22.670</p> <p>A. General Civil Remedies.</p> <ol style="list-style-type: none"> 1. Enforcement by Aggrieved-Tenant. An aggrieved Tenant may bring a civil action for injunctive relief or damages, or both, for any violation of 8.22.640. 2. Enforcement by City Attorney. The City Attorney may enforce the TPO through civil action for injunctive relief or damages, or both, for when the party against whom enforcement is sought has a pattern and practice of violating the TPO. The City Attorney may also request that an administrative citation or civil penalty be issued by the City. The City Attorney has the sole discretion to determine the cases appropriate for enforcement by the City Attorney's Office. <p>B. Treble and Exemplary Damages. 1. Any person who violates, aids, or incites another person to violate subsection 8.22.640.A or E. is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved Tenant (including damages for mental or emotional distress), or for minimum damages in the sum of one thousand dollars (\$1,000.00), whichever is greater, and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the Owner acted in knowing violation of or in reckless disregard of the TPO.</p> <ol style="list-style-type: none"> 2. A court may award punitive damages in a proper case as set out in Civil Code Section 3294 and pursuant to the standards set forth in that Code Section or any successor thereto, but may not award both punitive damages and treble damages. <p>C. Injunctive Relief. Any person who commits an act, proposes to commit an act, or engages in any pattern and practice which violates the TPO may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by any aggrieved Tenant, by the City Attorney (for a pattern and practice only), or by an aggrieved Tenant who will fairly and adequately represent the interest of the protected class.</p> <p>D. Attorney's Fees and Costs</p> <ol style="list-style-type: none"> 1. Action by City Attorney. In any administrative, civil, or special proceeding brought pursuant to the TPO, the City may, at the initiation of the proceeding, seek an award of attorney's fees. If the City seeks an award of attorney's fees, the award shall be made to the prevailing party. Provided however, that no award may be made to a prevailing party that exceeds the amount of reasonable attorney's fees incurred by the City in the action or proceeding. Court costs may be awarded to a prevailing party pursuant to state law. 2. Action by Tenant. In any civil action brought pursuant to the TPO, the prevailing Tenant is entitled to recover the Tenant's reasonable attorney's fees. A defendant Owner may recover reasonable attorney's fees if the complaint brought by the Tenant was devoid of merit and brought in bad faith. Court costs may be awarded to a prevailing party pursuant to state law. <p>3. Costs of Investigation. In the event the City Attorney brings an administrative, civil, or special proceeding pursuant to the TPO, the City Attorney may recover its costs of investigation.</p>

HOUSING AND COMMUNITY INVESTMENT DEPARTMENT

Tenant Harassment - RSO

FISCAL YEAR 2018-19

STAFFING

			A	B	C	D	E	F	G	H	I	J	K	L	M	N	
CODE	# OF STAFF	CLASS	TOTAL HOURS PER POSITION	HOURLY RATE (based on W & C)	DIRECT SALARIES	Hourly Rate (WYC)	CTO RATE CAP 40	TOTAL CTO	TOTAL DIRECT SALARIES PLUS CTO	CAP 40 (FRINGE & OTHER)	RELATED COSTS PER CAP 40	EXPENSES & OT %	ALLOCATE OTHER COSTS	TOTAL DIRECT COSTS	HCID GASP RATE	HCID GASP COSTS	TOTAL BILLABLE COSTS
S			2,080		S x A x B			C x D	C + E	68.35%	F x G	7.27%	F x I	F + H + J		K x L	K + M
1461-2	1	Comm. Information Representative II	2,080	\$32.38	\$67,350			-	\$67,350	68.35%	\$46,034	7.27%	\$4,896	\$118,281	22.00%	\$26,022	\$144,303
8516-1	1	Housing Investigator I	2,080	\$38.02	\$79,082			-	\$79,082	68.35%	\$54,052	7.27%	\$5,749	\$138,883	22.00%	\$30,554	\$169,437
8517-1	1	Senior Housing Investigator I	2,080	\$55.97	\$116,418				\$116,418	68.35%	\$79,571	7.27%	\$8,464	\$204,453	22.00%	\$44,980	\$249,432
0567	1	City Attorney Admin. Coordinator I	2,080	\$41.62	\$86,570				\$86,570	68.35%	\$59,170	7.27%	\$6,294	\$152,034	22.00%	\$33,447	\$185,481
0596	1	Deputy City Attorney III	2,080	\$93.55	\$194,584			-	\$194,584	68.35%	\$132,998	7.27%	\$14,146	\$341,728	22.00%	\$75,180	\$416,909
Budget Unit Updated Total					\$544,003			-	\$544,003		\$371,826		\$39,549	\$955,378		\$210,183	\$1,165,562

Total New Program Requirement Costs: **\$1,165,562**

Ongoing Annual Salary Cost: \$1,126,013

Ongoing Annual Overtime Cost: \$39,549

Ongoing Annual Total Cost: **\$1,165,562**

Staff Cost Notes:

1. **Column A (Total Hours Per Position):** Reflects 12 months. All hours above reflects 100% of staff time devoted to the Program2. **Column B (Hourly Rate):** Hourly Rate based on CAO's 2019 Wage & Count. Wages and Count averages gross salaries of employees within the same classification.3. **Column D (CTO Rate):** CTO Rate per CAP 40 Rates. CTO rate is omitted since gross salaries were used (Wages & Count). CTO is only applied when salaries used are net salaries.4. **Column G (CAP 40 Rate):** Proposed CAP 40 Rate of 68.35% for Enforcement Cost Center5. **Column I (Expenses and OT %):** Expense & Overtime for Buyout Agreement Staff, based on the Adopted Budget FY18 Budget.

HOUSING AND COMMUNITY INVESTMENT DEPARTMENT
Tenant Harassment - RSO & Non-RSO
 FISCAL YEAR 2018-19

STAFFING

			A	B	C	D	E	F	G	H	I	J	K	L	M	N	
CODE	# OF STAFF	CLASS	TOTAL HOURS PER POSITION	HOURLY RATE (based on W & C)	DIRECT SALARIES	Hourly Rate (WYC)	CTO RATE CAP 40	TOTAL CTO	TOTAL DIRECT SALARIES PLUS CTO	CAP 40 (FRINGE & OTHER)	RELATED COSTS PER CAP 40	EXPENSES & OT %	ALLOCATE OTHER COSTS	TOTAL DIRECT COSTS	HCID GASP RATE	HCID GASP COSTS	TOTAL BILLABLE COSTS
S			2,080		S x A x B			C x D	C + E		F x G		F x I	F + H + J		K x L	K + M
1461-2	1	Comm. Information Representative II	2,080	\$32.38	\$67,350			-	\$67,350	68.35%	\$46,034	7.27%	\$4,896	\$118,281	22.00%	\$26,022	\$144,303
8516-1	2	Housing Investigator I	2,080	\$38.02	\$158,163			-	\$158,163	68.35%	\$108,105	7.27%	\$11,498	\$277,766	22.00%	\$61,109	\$338,875
8517-1	1	Senior Housing Investigator I	2,080	\$55.97	\$116,418				\$116,418	68.35%	\$79,571	7.27%	\$8,464	\$204,453	22.00%	\$44,980	\$249,432
0567	2	City Attorney Admin. Coordinator I	2,080	\$41.62	\$173,139				\$173,139	68.35%	\$118,341	7.27%	\$12,587	\$304,067	22.00%	\$66,895	\$370,962
0596	1	Deputy City Attorney III	2,080	\$93.55	\$194,584			-	\$194,584	68.35%	\$132,998	7.27%	\$14,146	\$341,728	22.00%	\$75,180	\$416,909
Budget Unit Updated Total					\$709,654			-	\$709,654		\$485,049		\$51,592	\$1,246,295		\$274,185	\$1,520,480

Total New Program Requirement Costs: **\$1,520,480**

Ongoing Annual Salary Cost: \$1,468,888

Ongoing Annual Overtime Cost: \$51,592

Ongoing Annual Total Cost: **\$1,520,480**

Staff Cost Notes:

- Column A (Total Hours Per Position):** Reflects 12 months. All hours above reflects 100% of staff time devoted to the Program
- Column B (Hourly Rate):** Hourly Rate based on CAO's 2019 Wage & Count. Wages and Count averages gross salaries of employees within the same classification.
- Column D (CTO Rate):** CTO Rate per CAP 40 Rates. CTO rate is omitted since gross salaries were used (Wages & Count). CTO is only applied when salaries used are net salaries.
- Column G (CAP 40 Rate):** Proposed CAP 40 Rate of 68.35% for Enforcement Cost Center
- Column I (Expenses and OT %):** Expense & Overtime for Buyout Agreement Staff, based on the Adopted Budget FY18 Budget.