

Santa Monica Municipal Code

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Chapter 4.56 TENANT HARASSMENT

4.56.010 Definitions.

(a) **Bad Faith.** An intent to vex, annoy, harass, provoke or injure another person. This includes, but is not limited to, the intent of a property owner or manager to induce a tenant to vacate a rental housing unit through unlawful conduct.

(b) **Buyout Agreement.** An agreement where a landlord pays a tenant money or other consideration to vacate a rental housing unit. An agreement to settle a pending unlawful detainer action shall not be a "buyout agreement."

(c) **Buyout Offer.** An offer by a landlord to pay a tenant money or other consideration to vacate a rental housing unit. An offer to settle a pending unlawful detainer action shall not be a "buyout offer."

(d) **Fraud.** Intentional misrepresentation, deceit or concealment of a material fact.

(e) **Housing Service.** Housing services include, but are not limited to, hot and cold water, heat, electricity, gas, refrigeration, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, refuse removal, furnishings, telephone, parking, effective waterproofing and weather protection, painting, and any other benefit, privilege or facility that has been provided by the landlord to the tenant with use or occupancy of any rental housing unit. Services to a rental housing unit shall include a proportionate part of services provided to common facilities of the building in which the rental housing unit is contained.

(f) **Landlord.** An owner, lessor, sublessor, or any other person entitled to receive rent for the use and occupancy of any rental housing unit, or an agent, representative or successor of any of the foregoing.

(g) **Rental Housing Agreement.** An agreement, oral or written or implied, between a landlord and tenant for use or occupancy of a rental housing unit and for housing services.

(h) **Rental Housing Unit.** A housing unit in the City that constitutes either a controlled rental unit pursuant to City Charter Section 1800 et seq., (including a room in a single-family home, hotel or motel, rooming house or apartment, single-family home, mobile home or mobile home space, trailer or trailer space); or a rental unit pursuant to City Charter Section 2300 et seq.

(i) **Tenant.** A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a rental housing agreement to the use or occupancy of any rental housing unit. (Added by Ord. No. 1817CCS § 1, adopted 10/10/95; amended by Ord. No. 1859CCS § 2, adopted 7/30/96; Ord. No. 1943CCS § 1, adopted 5/25/99; Ord. No. 2383CCS § 3, adopted 12/13/11; Ord. No. 2478CCS § 1, adopted 1/13/15)

No. 1943CCS § 1, adopted 5/25/99; Ord. No. 2383CCS § 3, adopted 12/13/11; Ord. No. 2478CCS § 1, adopted 1/13/15)

4.56.020 Prohibition.

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:

(a) Interrupt, terminate or fail to provide housing services required by contract or by State, County or local housing, health or safety laws;

(b) Fail to perform repairs and maintenance required by contract or by State, County or local housing, health or safety laws;

(c) Fail to exercise due diligence in completing repairs and maintenance once undertaken;

(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;

(e) Abuse the tenant with words which are offensive and inherently likely to provoke an immediate violent reaction;

(f) Influence or attempt to influence a tenant to vacate a rental housing unit through fraud, intimidation or coercion;

(g) Threaten the tenant, by word or gesture, with physical harm;

(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;

(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.

(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;

(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;

(k) Refuse to acknowledge receipt of a tenant's lawful rent payment;

(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. (Added by Ord. No. 1817CCS § 1, adopted 10/10/95; amended by Ord. No. 1859CCS § 2, adopted 7/30/96; Ord. No. 1943CCS § 2, adopted 5/25/99; Ord. No. 2005CCS § 1, adopted 4/24/01; Ord. No. 2239CCS § 1, adopted 10/10/07; Ord. No. 2478CCS § 2, adopted 1/13/15)

4.56.030 Lawful evictions.

Nothing in this Chapter shall be construed as to prevent the lawful eviction of a tenant by appropriate legal means nor shall anything in this Chapter apply to occupancies defined by subdivision (b) of [Civil Code](#) Section 1940. (Added by Ord. No. 1817CCS § 1, adopted 10/10/95; amended by Ord. No. 1859CCS § 2, adopted 7/30/96)

4.56.040 Enforcement and penalties.

(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.

(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.

(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.

(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.

(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. (Added by Ord. No. 1817CCS § 1, adopted 10/10/95; amended by Ord. No. 1859CCS § 2, adopted 7/30/96; Ord. No. 1943CCS § 3, adopted 5/25/99; Ord. No. 2005CCS § 2, adopted 4/24/01; Ord. No. 2478CCS § 3, adopted 1/13/15)

4.56.050 Buyout offers and agreements.

(a) **Applicability of Section.** This Section shall apply to every rental housing unit in the City that is a controlled rental unit pursuant to City Charter Section 1800 et seq., (including a room in a single-family home, hotel or motel, rooming house or apartment, single-family home, mobile home or mobile home space, trailer or trailer space).

(b) **Disclosure Prior to Buyout Offers.** Prior to making a buyout offer, the landlord shall provide each tenant in that rental unit a written disclosure, on a form developed and authorized by the Rent Board, that shall include the following:

(1) A statement that the tenant has a right not to enter into a buyout agreement;

(2) A statement that the tenant may choose to consult with an attorney before entering into a buyout agreement;

(3) A statement that the tenant may rescind the buyout agreement for up to thirty days after it is fully executed;

(4) A statement that the tenant may visit the Rent Board for information about other buyout agreements in the tenant's neighborhood and other relevant information;

(5) Any other information required by the Rent Board consistent with the purposes and provisions of this Section; and

(6) A space for each tenant to sign and write the date the landlord provided the tenant with the disclosure.

The landlord shall retain a copy of each signed disclosure form for five years, along with a record of the date the landlord provided the disclosure to each tenant.

(c) **Requirements for Buyout Agreements.** Every buyout agreement shall:

(1) Be in writing. The landlord shall give each tenant a copy of the buyout agreement at the time the tenant executes it.

(2) Include the following statements in bold letters in at least fourteen-point type in close proximity to the space reserved for the signature of the tenant(s):

(A) "You may cancel this agreement in writing at any time before the thirtieth day after all parties have signed this agreement."

(B) "You have a right not to enter into a buyout agreement."

(C) "You may choose to consult with an attorney or the Rent Control Board before signing this agreement. The Rent Control Board may have information about other buyout agreements in your neighborhood."

A buyout agreement that does not satisfy all the requirements of this subsection shall not be effective and may be rescinded by the tenant at any time.

(d) **Rescission of Buyout Agreements.** A tenant shall have the right to rescind a buyout agreement for up to thirty days after its execution by all parties. In order to rescind a buyout agreement, the tenant must hand-deliver, email, or place in the U.S. mail a statement to the landlord indicating that the tenant has rescinded the buyout agreement.

(e) **Filing of Buyout Agreements.** The landlord shall file a copy of the buyout agreement no sooner than the thirty-first day after the buyout agreement is executed by all parties, and no later than sixty days after the agreement is executed by all parties. Buyout agreements shall be filed with the Rent Control Board unless the Board opts not to adopt regulations implementing this Section, in which case buyout agreements shall be filed with the City Clerk. This filing requirement does not apply to buyout agreements rescinded under subsection (d). (Added by Ord. No. 2478CCS § 4, adopted 1/13/15)

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