



August 15, 2018

Ms. Sonia Berman, Chair
Ms. Annette Saleh, Vice Chair
Mr. Ori S. Blumenfeld, Commissioner
Ms. Karen Popovich Levyn, Commissioner
Mr. Jerald Friedman, Commissioner

Dear Chair Berman and Commissioners:

In the past the Commission has expressed interest in taking a role in the Rights and Responsibilities Handbook update. I'm happy that task is before you today. Respectfully, I would like to offer some suggestions and thank you for reviewing them as time allows.

Cover: The subtext might more accurately read, "Landlords in Beverly Hills are required to provide this Handbook and affirmation to each prospective tenant..." Also, what constitutes the 'notice' as the term is used in this document? The cover letter to me seems to be the notice. The form on p. 3 is an affirmation.

Cover letter: Landlords are no doubt familiar with the Handbook, the affirmation and the retention requirement. (The requirement is noted in the affirmation also.) So why not focus on the tenant as the recipient of the cover letter? Speaking directly to the tenant implies that the city recognizes their interests. The existing studiously neutral language feels bureaucratic and, in my view, the Municipal Code references are unnecessary in the cover letter. Take the formality out of it!

Affirmation (p. 3): It is not clear why the tenant's name is included in both the landlord and tenant sections. Instead, the landlord section should clearly identify the landlord of record on the top line. And note some landlords are entities that have no first and last name; the landlord name should reflect the corresponding registry entry.

Notice of Tenant and Landlord Rights. Regarding the following bullet points...

Point #2: This point accurately reflects the code section but why not link to the webpage that actually states the increase. That is more useful in my view than "not exceeding 3% of the current rent or the Consumer Price Index."

Point #4: includes is an abbreviated list of for-cause reasons. I would add a note that a breach of any clause in the rental agreement could also be grounds for eviction.

Points #4 and #7: Each conflates two issues: grounds for eviction (for-cause/no-just-cause) and restrictions or not on rent amount after a vacancy. I believe it

would be clearer to the reader to separate the issues. For example, Point #4 could talk about for-cause/no-just-cause while Point #7 could talk about when the rent can be raised (i.e., vacancy decontrol).

Points #5 and #6: (utility charges): Why not consolidate these points in a single 'pass-through' informational point.

Point #8: Table heading should read, "If ANY OCCUPANT is a senior...."

Point #9: There seems to be something missing in sentence #2. Shouldn't it read, "...or a new agreement is NOT entered into..." The month-to-month tenancy begins only when neither of those conditions are met. More important, in my view, is that tenants should understand they are under no obligation to extend the lease, or create a new tenancy via a new agreement: if the landlord chooses not to extend the existing agreement, and will not accept rent, then that is an involuntary termination. Important!

Point #10: This point should note that a landlord can demand TWO months deposit maximum, and that if an additional deposit is requested (for a pet say) that the total deposit cannot exceed two months. And moreover those deposits are discreet: the pet deposit can't be used to cover non-pet damage for example.

Point #13: This is a potential trap for the tenant who would deduct. That aspect of the civil code is accurately summarized here but is laden with legal pitfalls for the tenant (as suggested). Why not explain how to contact the city with a problem or how to file a complaint with the city or county? (Point #15 makes a brief reference to making a complaint.)

Point #14: This description is accurate but does not communicate the key point: our city will take no action on an allegation of retaliation. Instead the tenant is advised to pursue the matter as a civil action. There is a world of difference when it comes to realizing this remedy and this point should underscore that.

Point #16: Aside from a required business license, what is the purpose of the signed affidavit? "Compliance" with what other requirement if not a business license? More information here would be helpful.

Point #17: This point seems unnecessary and the follow-on text to the bottom of page 6 is also unnecessary. Why not move directly on to the next section after Point #16?

Resources for Tenants and Landlords > Community resources. Regarding the following bullet points...

August 15, 2018
Human Relations Commission
Re: Rights and Responsibilities Handbook update

Mediation Services: No contract is currently in effect. There is no professional mediation service. (City staff should not qualify.)

Legal services: This bullet point should mention that the city also contracts for senior legal services that is not necessarily means-tested. The Bet Tzedek contract indicates the program should provide:

...pro bono legal services to seniors, age 60 years or older, living in CITY, who fall within Los Angeles County's Moderate AMI limits or who have "greatest social need", as defined by state and federal law.

If the senior legal services program also provides housing rights counseling, then city documents should accurately state that a senior need not means-test to qualify for housing legal services if they can meet that specific condition. -- Agreement 653-17 p. 2

California Tenants: The link provided does not function.

Not mentioned: translation!

Ramin Zar is very active with Farsi-speaking senior tenants. He believes that the city should make more of its RSO-related communications and documents available in Farsi language – including some if not all of the material in the Rights and Responsibilities Handbook. (I agree.)

In closing, I thank you for taking the time to consider these adjustments to the upcoming Rights and Responsibilities Handbook. I value the time this commission has devoted to rent stabilization issues and I look forward to your discussion.

Sincerely,

Mark Elliot