



January 12, 2021

Mayor Lester Friedman and members of the city council:

Should urgency ordinance 20-O-2818 come before you for amendment, I hope you will consider the following three recommended amendments.

1) Prohibit the showing of rental units to prospective tenants.

State law allows landlords to show occupied residential units to prospective purchasers and tenants (inclusive of single-family and multifamily units). There are no guardrails on this practice, though, and in ordinary times it can be a nuisance to tenants. In the COVID era, though, it carries health implications especially for vulnerable populations and seniors.

A prohibition seems practical because showing the unit implies a non-essential visit. Current CDC guidance has landlords deferring 'routine' in-unit inspections, for example. Also CDC has issued guidance concerning the cleaning & preparation of units before and after move-in — such as “waiting at least 24 hours since previous tenants left before cleaning and disinfecting.”

Following that guidance makes showing a unit to prospective tenants impossible. Landlords can wait 30 days for the current tenant to vacate before showing it and then, hopefully, the guidance is followed. On a practical level there is no place for tenants to go during a showing. In a lockdown there is no coffee shop or library, etc.

2) Restrict the showing of rental properties in contemplation of a sale.

This is different from showing to a prospective tenant, of course, but without guardrails it can be a problem for current tenants. Technology offers a fix: prerecorded video tours and even live video walk-throughs with the help of the current tenant.

Visits in contemplation of a sale could perhaps be limited to inspectors prior to the sale. The state has issued a lengthy set of recommendations (for example 'virtual tours') and precautions ("All persons on property for in-person showings should avoid touching knobs, faucets, toilets and toilet handles, light switches..."). The guidance could perhaps be referenced in an ordinance amendment. (Read more: <https://files.covid19.ca.gov/pdf/guidance-real-estate.pdf>)

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3) Amend the ordinance to preclude the inevitability of doubled rent-increases on some tenants.

The current urgency ordinance includes a moratorium on rent increases; at the conclusion of the emergency, the landlord can increase the rent. However, city council included a clause that allows the landlord to increase the rent for 2021 on the established (annual) schedule. The relevant clause: "This moratorium on rent increases shall be applied to any rent increase scheduled to take effect on or after March 15, 2020. Nothing in this Ordinance shall alter the date of annual rent increases in future years." (20-O-2818 Section 4).

An example: The rent increase for a tenant scheduled for the allowable maximum allowable annual rent increase last April found that increase tolled under the urgency ordinance. Then the current COVID emergency ends next month. Consequently, this coming April the tenant could see a double rent increase if the landlord provides the required 30 days notice in March for an April 1st increase. She would pay a rent increase deferred under the urgency ordinance but also the regularly-scheduled maximum allowable increase (on the April cycle). Under current allowed percentages that would be approximately 6.5%.

The take-away: 1-in-12 tenants could see a doubled rent-increase when the emergency ends, while the remainder of RSO tenants could see the next rent increases come one month later, two months later, etc, but in all cases fewer than the 12 months allowed by our rent stabilization ordinance.

3) Amend the language in the moratorium to limit the broadband fee increase.

The urgency ordinance seems to clearly reflect the council's intent: "During the period of local emergency declared by the City Council on March 16, 2020, in response to the COVID-19 pandemic, there shall be no increase in Internet access fees or reduction in service." (20-O-2818 Section 5).

However that is evidently not the way that Spectrum views it. A business office representative, when presented with the urgency ordinance, made a distinction between "service charges" and "access fees." Spectrum does not charge local access fees, the representative said.

Spectrum's terms of service in section 1 (Charges and Billing) says:

"Subscriber agrees to pay all charges associated with the Service(s), including, but not limited to, **charges for** installation, service calls, live-agent customer assistance, **monthly subscription service**, Equipment (as defined below), measured and per-call charges, applicable federal, state, and local taxes

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and **fees, fees** to recoup any applicable municipal, state and federal government **fees**, permitted **fees** and cost recovery charges...”

To summarize, the distinction between charges and fees could be remedied by amending the urgency ordinance to read “...there shall be no increase in Internet SERVICE CHARGES or reduction in service.”

I thank you very much for your consideration. I had expected the rent stabilization division to recommend amendments to the urgency ordinance over time as tenant issues have emerged (such as concerns about showing the rental unit to prospective tenants or showing the property to prospective buyers) but we haven't seen the rent stabilization division propose any recommendation or amendment to date. So I offer my own recommendations.

Sincerely,
Mark Elliot