Special Meeting of the Housing and Economic Development Committee

Monday, March 7, 2022
5:30 p.m.
Various telephonic/electronic locations

Pursuant to AB 361, the City is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public, without making available any physical location for the public.

**City of Concord Rules:** The City of Concord has declared a local state of emergency due to COVID-19 and is closed to the public. This Concord City Council meeting is an essential event, therefore it has not been cancelled. However, City of Concord officials and staff will conduct this meeting telephonically or otherwise electronically. The City will **not** make available any physical location from which members of the public may observe the meeting and offer public comment. Instead, members of the public may observe and address the meeting remotely. Below is information on how to do that.

**Join from a PC, Mac, iPad, iPhone or Android device:**
https://cityofconcord.zoom.us/j/88190017700?pwd=dWRnZFpubm5XR1V3REthMDFiVmc1UT09
Webinar ID: 881 9001 7700
Passcode: 859424
By phone: US: +1 669 900 6833
Under California law, public comments at special meetings are limited to subjects on the agenda only. Therefore, public comment will only be taken prior to consideration of Agenda Item No. 2.a.

How to Submit Public Comments:

Written: All comments received before 3:00 pm the day of the meeting will be posted on the City’s website as “Correspondence” under the relevant agenda item and provided to the Committee members prior to the meeting. Please email your comments to cityclerk@cityofconcord.org.

- Please identify the agenda item number and letter.

To Participate in Public Comment During the Meeting:

Live Remote Public Comments: Members of the public may submit a live remote public comment via Zoom video conferencing. Download the Zoom mobile app from the Apple Appstore or Google Play. If you are using a desktop computer, you can test your connection to Zoom by clicking here. Zoom also allows you to join the meeting by phone.

- Join the meeting at any point, but be sure you are in the meeting prior to the City Council consideration of the item on which you would like to provide comments.
- From a PC, Mac, iPad, iPhone or Android:
  https://cityofconcord.zoom.us/j/88190017700?pwd=dWRnZFpubm5XR1V3REthMDFiVmc1UT09
  - Webinar ID: 881 9001 7700
  - Passcode: 859424
  - By phone: US: +1 669 900 6833
- Speakers will be asked to provide their name and city of residence, although providing this is not required for participation.
- Each speaker will be afforded up to 3 minutes to speak.
- Speakers will be muted until their opportunity to provide public comment.
- When the Chair opens a public comment period on the item on which you would like to comment, please use the “raise hand” feature (or press *9 if connecting via telephone) which will alert staff that you have a comment to provide.
Meeting of the
Housing and Economic Development Committee

1. ROLL CALL

2. REPORTS
   The public is entitled to address the Committee on items appearing on the agenda before or during the
   Committee's consideration of that item. Each speaker will be limited to approximately three minutes.
   Please see "How to Submit Public Comments" above.

   a. Considering – review of a revised ordinance adding Chapter 19.50
      "Residential Tenant Anti-Harassment Protection" to the Concord Municipal
      Code and recommending approval to the City Council. Report by Brenda
      Kain, Housing Manager.

3. ADJOURNMENT

Next Meeting: Special Meeting
Date: 3/21/2022 5:30 p.m.

NOTICE TO THE PUBLIC

There is a 90-day limit for the filing of a challenge in the Superior Court to certain City administrative
decisions and orders which require a hearing by law, the receipt of evidence, and the exercise of
discretion. The 90-day limit begins on the date the decision is final (Code of Civil Procedure §1094.6).
Further, if you challenge an action taken by the City Council in court, you may be limited by California
law to raising only those issues you or someone else raised in the hearing or in a written
 correspondence delivered to the City Council prior to or at the hearing.

In accordance with the Americans with Disabilities Act and California Law, it is the policy of the City of
Concord to offer its public programs, services and meetings in a manner that is readily accessible to
everyone, including those with disabilities. If you are disabled and require a copy of a public hearing
notice, or an agenda and/or agenda packet in an appropriate alternative format; or if you require other
accommodation, please contact the ADA Coordinator Tianjun Cao at (925) 671-3243 or
Tianjun.cao@cityofconcord.org, at least 24 hours in advance of the meeting. Advance notification
within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

Distribution: City Council
Valerie Barone, City Manager
Susanne Brown, City Attorney
Justin Ezell, Assistant City Manager
Joelle Fockler, City Clerk
Staff Report

Date: March 7, 2022
To: Council Committee on Housing & Economic Development
From: Valerie Barone, City Manager
Reviewed by: Kevin Marstall, Director of Community Development
Prepared by: Brenda Kain, Housing Manager
Brenda.kain@cityofconcord.org
(925) 671-3088

Subject: Considering review of a revised ordinance adding Chapter 19.50 “Residential Tenant Anti-Harassment Protection” to the Concord Municipal Code and recommending approval to the City Council.

Report in Brief
At its meeting on December 14, 2021, City Council considered a proposed Ordinance that would have amended the Concord Municipal Code by adding a new chapter titled Residential Tenant Anti-Harassment Protection. After hearing public testimony, the City Council directed staff to further engage with stakeholders and referred the item back to Housing and Economic Development (HED) Committee, with the goal of the HED Committee (McGallian/Aliano) revising the ordinance and forwarding it to the Council for consideration.

Recommended Action
Review the revised ordinance (Attachment 1), receive public comment, and recommend approval of the revised ordinance to the City Council.

Background
At its meeting on June 1, 2021, the City Council referred a discussion of regulations prohibiting landlord harassment of tenants to the Council Committee on Housing & Economic Development (HED) for discussion. The HED Committee (“Committee”) met on September 29, 2021, and October 6, 2021, and considered oral and written information, testimony, and comments received from staff, stakeholders, and the public. The Committee directed staff to prepare an ordinance for the full City Council’s consideration.
During the December 14, 2021, City Council meeting, staff presented a draft ordinance that would amend the Concord Municipal Code by adding a new chapter titled Residential Tenant Anti-Harassment Protection. The purpose of the new regulations was to have a local Ordinance that would deter harassing behavior by residential real property owners, encourage such owners to follow the law (Federal, State, and local) and uphold their responsibility to provide habitable rental properties, creating an option for tenants to pursue legal recourse when they are subjected to harassment by owners.

The City Council received wide-ranging comments from tenant and property owner representatives regarding the ordinance. Comments from tenant representatives included requests to strengthen the protections in the ordinance, and to add specificity regarding harassment activities and increase damages in the ordinance. Property owner representatives stated that existing federal and state laws already provide protections to tenants, so the local Ordinance was not needed. The City Council directed staff to further engage with stakeholders and referred the item back to the HED Committee.

On January 14, 2022, staff sent an email to tenant and property owner representatives requesting specific input regarding the draft ordinance and asked that proposed red-lined changes be submitted to the City by February 4, 2022. Suggested ordinance changes were received from the Raise the Roof Coalition (Attachment 2) and the California Apartment Association (Attachment 4). The Todos Santos Tenants Union submitted tenant stories (Attachment 3).

Analysis
Staff assessed the proposed changes and developed a revised draft ordinance for the Committee’s consideration. The revised ordinance attempts to balance City Council comments on December 14, 2021, the stakeholders’ proposed changes to the ordinance, and staff input. The revised ordinance is a red-line to the draft ordinance that was presented to the City Council at the December meeting.

The following highlights proposed changes to sections of the December 14, 2021, draft ordinance:

19.50.010 – Purpose; Definitions; Citation. Added definitions of “housing services” and “rental unit” and modified “tenant” definition. These changes provide greater clarity to the housing services provided in a lease and additional specificity regarding key definitions.

19.50.020 – Prohibition of Residential Tenant Harassment. Multiple changes in this section.
Quiet Enjoyment – multiple changes to provide greater specificity to limit landlord access that harasses a tenant.

Access - added three clauses to require enhanced communication from landlords regarding unit entries.

Forced Vacation – added one clause prohibiting the removal of a housing service for the purpose of causing the tenant to vacate the unit.

Misrepresentation – added two clauses to provide greater specificity to prohibit landlord misrepresentations as a means of causing the tenant to vacate a unit.

Rent Payments – added one clause regarding a tenant’s right to rental receipts and a clause that addresses a tenant’s rights to make rent payments by various means.

Privacy – modified a clause broadening the type of identification that can satisfy landlord’s request for identification.

Tenant Unions - significant modifications to this section. Added clause to add greater specificity regarding a tenant’s rights to distribute literature. Added a restatement of tenant rights under California Civil Code Section 1942.6.

Other Acts – added new section with clauses regarding methods of communication between a landlord and a tenant and a clause prohibiting repeated acts or omissions by landlords of such significance as to interfere with the occupancy of the unit and cause the tenant to vacate or surrender the unit.

19.50.030 – Landlord Retaliation Prohibited. Minor clarifying modifications to this section regarding landlord retaliation against a tenant for lawfully and peaceably exercising their legal rights.

19.50.040 – Remedies and Penalties. Added clause to provide the authority for tenants to collect financial damages and any other relief that the court deems appropriate in the event a court finds a landlord has violated this ordinance.

Financial Impact
There is no financial impact to tonight’s action.

Public Contact
Stakeholders were provided three weeks to submit suggested modifications to the ordinance. The proposed modifications are attached to this staff report. Notice of this meeting has been posted. Notice was sent by e-mail to all individuals on the housing interested parties list on February 28, 2022.
Attachments
1. Red-line of revised draft Residential Tenant Anti-Harassment Protection Ordinance
2. Communication from Raise the Roof with suggested changes to the draft ordinance
3. Communication from Todos Santos Tenants Union with tenant stories
4. Communication from California Apartment Association with suggested changes to the draft ordinance
Chapter 19.50
Residential Tenant Anti-Harassment Protection

Sections
19.50.010 Purpose; Definitions; Citation
19.50.020 Prohibition of Residential Tenant Harassment.
19.50.030 Landlord Retaliation Prohibited.
19.50.040 Remedies and Penalties.
19.50.050 Lawful Evictions.
19.50.060 Severability.

19.50.010 Purpose; Definitions; Citation
(a) Purpose. The purpose of this Chapter is to deter harassing behavior by residential real property owners, to encourage such owners to follow the law and uphold their responsibility to provide habitable rental properties, and to give tenants legal recourse when they are subjected to harassment by owners.

(b) Definitions. For the purposes of this chapter, the following definitions shall apply:

(1) “Disabled” shall mean the same as that term is defined in Government Code Section 12955.3.

(2) “Harassment” shall have the same meaning as that term is defined in Code of Civil Procedure Section 527.6(b)(2), which, for convenience, reads as follows: “Harassment” is unlawful violence, a credible threat of violence, or a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose. The course of conduct must be that which would cause a reasonable person to suffer substantial emotional distress, and must actually cause substantial emotional distress to the petitioner. The words “harass,” “harassing,” and variations thereof shall have the same meaning as “harassment.”

(3) “Housing Services” include, but are not limited to, repairs, maintenance, painting, providing light, heat, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, access to exterior doors, entry systems, and gates, utilities (unless separately metered and billed to the tenant by the utility company since the inception of the tenancy, as provided in the lease), refuse removal, furnishings, telephone, parking, the right to and have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any rental unit.

(4) “Owner” or “landlord” shall mean any person, acting as principal or through an agent, having the right to offer residential real property for rent, together with their agents, contractors, subcontractors, and employees.

(5) “Rental agreement” shall mean an oral or written lease, sublease, or similar agreement between an owner and a tenant for the lawful occupation of residential real property.

(6) “Rental unit” shall mean any building, structure, or part thereof, or land appurtenant thereto constituting or held out as residential real property, rented or leased to a tenant, together with all housing services connected with use or occupancy thereof such as common areas and recreational facilities held out for use by a tenant, regardless of zoning or permitting status.

(7) “Residential real property” shall have the same meaning as that term is defined in Civil Code Section 1954.51, which, for convenience, defines residential real property as follows: “includes any dwelling or unit that is intended for human habitation.”
“Tenant” shall mean any renter, tenant, subtenant, lessee, or sublessee of residential real property together with any other person entitled under the terms of a rental agreement or lease to the use or occupancy of residential real property or a rental unit.

“Tenancy” shall have the same meaning as that term is defined in Civil Code Section 1954.51, which, for convenience, defines tenancy as follows: “includes the lawful occupation of residential real property and includes a lease or sublease.”

(c) **Citation.** This chapter may be referred to as the “Residential Tenant Anti-Harassment Protection Ordinance” of the City of Concord.

19.50.020 **Prohibition of Residential Tenant Harassment.**

No owner acting in bad faith shall engage in any of the following acts or omissions, each of which shall constitute harassment:

(a) **Quiet Enjoyment.** Willfully violate or threaten to violate the covenant of quiet enjoyment provided under Civil Code Section 1927 including, without limitation:

   (1) Conduct elective renovation or construction of a rental housing unit for the purpose of harassing a tenant; with intent to terminate a tenancy willfully cause tenant’s express written advance permission;

   (2) Cause, directly or indirectly, the interruption or termination of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, telephone, elevator, or refrigeration, or otherwise;

   (3) Otherwise willfully violate or threaten to violate Civil Code Section 789.3; or terminate

   (4) Terminate, interrupt, or fail to provide housing services required by a rental agreement absent a local health or safety emergency, or effecting (e.g. COVID-19 related gym facility closures, capacity restrictions, or hours limitations), or effect necessary or desirable maintenance, repairs, or renovations and diligently pursuing such to completion. Failure to provide housing services shall include transferring costs to the tenant that are paid by the landlord, or charging the tenant for housing services that were not previously charged to that tenant under their rental agreements;

   (5) Unilaterally impose or require an existing tenant to agree to new material terms of tenancy or a new rental agreement, unless the change in the terms of the tenancy is authorized pursuant to state law, including Civil Code Sections 1946.2(f), 1947.5, or 1947.12, or required by Federal, State, or local law or regulatory agreement with a government agency; or

   (6) Notwithstanding the foregoing, reasonably limiting hours of or imposing conditions on access to certain housing services shall not constitute a violation of this section.

(a)(b) **Habitability.**

   (1) Fail to timely perform repairs and maintenance required by a rental agreement or by applicable Federal, State, County or local housing, health or safety laws; fail

   (2) Fail to exercise due diligence in completing such repairs once undertaken; fail

   (3) Fail to timely comply with any notice and order to correct violation issued by the City pursuant to the Concord Municipal Code including without limitation Chapter 8.10 (Sanitation), Chapter 8.25 (Neighborhood Preservation), and (Chapter 15.40 (Multi-family Rental Dwelling Units); violate
(4) **Violate** the warranty of habitability provided under Civil Code Sections 1941 and 1941.1; or **violate**

(4)(5) **Violate** the habitability standards and Health and Safety Code Sections 17920.3 and 17920.10.

(c) **Access.** Abuse the right of access into a rental housing unit as established by California Civil Code Section 1954 or other applicable law. Such abuse includes, without limitation:

1. **Entry** for inspections that are not allowed by state law or are unrelated to necessary repairs or services;
2. **Entry** or demands for entry at times outside normal business hours except as requested by the tenant or otherwise permitted by California Civil Code Section 1954;
3. **Entry** contrary to a tenant's reasonable request to change the date or time of entry, provided, however the tenant shall make such request 7248 hours in advance if the owner has hired a third-party to perform necessary repairs or services, or to show the rental housing unit to a prospective or actual purchaser (if the landlord has notified the tenant in writing within 120 days of the oral notice that the property is for sale and the tenant was informed they may be contacted to allow for an inspection);
4. **Photograph** or otherwise recording portions of residential real property that are beyond the scope of a lawful entry or inspection; or misrepresent the reasons for accessing residential real property, as stated on the notice of entry;
5. Misrepresenting the reasons for accessing residential real property as stated on the notice of entry, such as using the right of access into the rental unit to collect evidence against the tenant;
6. **Entry** that fails to provide the approximate time window for the entry or provides a time window that is unreasonably excessive in time;
7. Failing to timely notify the tenant that entry into the rental unit for which the tenant was previously given notice has been cancelled; or
8. **Entries** that are excessive in number.

(b)(d) **Forced Vacation.**

1. Influence or attempt to influence a tenant to vacate residential real property through fraud, misrepresentation, intimidation or coercion, including, without limitation, threaten to report a tenant or other person known to be associated with the tenant to the United States Department of Homeland Security, or otherwise violate Civil Code Sections 1940.2 or 1940.35.
2. **General Harassment.** Subject a housing service for the purpose of causing the tenant to harassing behavior, whether oral, written, physical, or visual; vacate the rental unit.

(e)(c) **Discrimination.** Discriminate against a tenant: based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information in violation of the California Fair Employment and Housing Act (FEHA, Government Code Sections 12900 et seq.); based on sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status in violation of the Unruh Civil Rights Act (Civil Code Section 51, et seq.); in violation of the Fair Housing Act (FHA, 42
(f) Misrepresentation. **Knowingly provide**

(1) Misrepresent to a tenant that they are required to vacate a rental unit or otherwise entice a tenant to vacate a rental unit through misrepresentations or concealment of material facts;

(2) Provide materially false written or verbal information regarding applicable Federal, State, County or local tenant protections, including deliberate mischaracterization of the nature or effect of a notice to quit or other eviction notice. False information includes, without limitation, violating Civil Code Section 1632, which requires certain rental agreements to be translated; or demanding that a tenant enter into a rent repayment plan to take advantage of tenant protection laws that do not require such plans; or

(3) 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 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.

(d)(g) Rent Payments.

(1) Refuse to acknowledge or accept receipt of a tenant's lawful rent payment as set forth in a rental agreement, by usual practice of the parties, in a notice to pay rent or quit, or otherwise in violation of Civil Code Section 1499; **refuse**

(2) Refuse to cash or process a full payment rent check or other form of acceptable full rent payment, **as provided for in the rental agreement**, for over thirty (30) days after it is tendered; or **fail**

(3) Fail to maintain a current address for delivery of rent payments. **The foregoing**;

(4) Fail to provide a receipt to a tenant for rent or other payments tendered in violation of Civil Code Section 1499 and Code of Civil Procedure Section 2075;

(5) Fail to allow a tenant to pay rent and deposit of security by at least one form of payment that is neither cash nor electronic funds transfer, except where otherwise permitted by Civil Code Section 1947.3(a)(2); or

(4)(6) **This section** does not apply to payments from third parties except as required under Civil Code Section 1947.3, partial rent payments, or when accepting payment would waive or could be construed to waive a breach of the rental agreement, **invalidate a tenant’s 30-day notice of intent to vacate**, or invalidate a three-day notice to pay or quit. For such cases to be excluded from this subsection, the landlord must notify the tenant in writing of the reason for the failure to accept, cash, or process payment.

(h) Privacy. Violate a tenant's right to privacy, including without limitation, requesting such as:

(1) Requesting information regarding residence or citizenship status, protected class status, or Social Security number (except for, in the case of a Social Security number, for purposes of obtaining information for the qualifications for a tenancy), **release**, or refusing to accept equivalent alternatives to such information or documentation that does not concern immigration or citizenship status, e.g. an Individual Taxpayer Identification Number (ITIN);

(2) Releasing such information except as required or authorized by law or in violation of applicable State and/or Federal law; **request or demand an unreasonable amount of information**
Exhibit A to Attachment 1

from tenant in response to a request for reasonable accommodation beyond (i) reliable
disability information necessary to verify that the tenant’s condition meets the definition of a
disability under FEHA or the Americans with Disabilities Act (ADA, 42 U.S.C. 12101 et seq.) or a
handicap under the FHA, (ii) a description of the necessary accommodation, and (iii) a
description of the relationship between the disability/handicap and the need for the requested
accommodation or

(3) Requesting information regarding a tenant's relationship status.

(i) Tenant Unions. Interfere with the right of tenants to organize:

(1) Organize as tenants and engage in concerted activities with other tenants for the purpose
of mutual aid and protection; or prevent including concerns regarding repairs and maintenance,
rent amounts or rent increases, evictions, discrimination, or harassment, regardless of whether
the tenants share the same landlord or management company.

(2) Convene tenant or tenant organization meetings in an appropriate space accessible to
tenants under the terms of their rental agreement(s), except to the extent allowed by law.

(3) Distribute and post literature informing other tenants of their rights and of opportunities
to involve themselves in their project in common areas, including lobby areas and bulletin
boards.

(4) Exercise their rights under Civil Code Section 1942.6, which, for convenience, provides
as follows:

Any person entering onto residential real property, upon the invitation of an occupant,
during reasonable hours or because of emergency circumstances, for the purpose of
providing information regarding tenants’ rights or to participate in a lessees’ association
or association of tenants or an association that advocates tenants’ rights shall not be liable
in any criminal or civil action for trespass.

The Legislature finds and declares that this section is declaratory of existing law. Nothing
in this section shall be construed to enlarge or diminish the rights of any person under
existing law.

(3)(5) Nothing in this section is intended to require that any owner allow tenant organizers,
advocates, or representatives working with or on behalf of tenants living at the residential real
property access to such residential real property (e.g. pursuant to Cedar Point Nursery v.
Hassid, 141 S.Ct. 2063 (2021) and progeny) except as expressly provided in Civil Code
Section 1942.6 or to the extent such access constitutes a regulatory taking.

(j) Other Acts.

(1) Communicate with a tenant in a language other than English or the tenant's primary
language for the purpose of intimidating, confusing, deceiving, annoying, seriously alarming, or
harassing the tenant;

(2) Communicate with a tenant via text message after the tenant has informed the landlord in
writing that the tenant objects to communications via text message;

(3) Engage in 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 rental unit and that cause, are likely to cause, or are intended to cause any person lawfully
entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights
in relation to such occupancy; or
Secure any modification or waiver, whether oral or written, of any provision of this Chapter. Any such waiver or modification is hereby declared to be against public policy and is void and unenforceable.

19.50.030 Landlord Retaliation Prohibited.
Under Civil Code Section 1942.5, it is illegal for a landlord to retaliate against a tenant for lawfully and peaceably exercising their legal rights. No landlord may take any action increasing any rental amount, reducing any housing service, causing the tenant to involuntarily quit the premises, or discriminating against the tenant because of the tenant’s use of assertion of any rights or use of any remedy provided by this chapter.

19.50.040 Remedies and Penalties.
(a) If an owner violates the terms of this Chapter, an aggrieved tenant may institute a civil action for injunctive relief, actual, statutory, or direct money damages, and any other relief that the court deems appropriate, which such relief shall include a civil penalty of no less than Two Thousand Dollars ($2,000), and no more than Five Thousand Dollars ($5,000), per violation, at the discretion of the court. If the aggrieved tenant is older than sixty-five (65) 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.

(b) Any person who violates, aids, abets, or incites another person to violate this chapter is liable in a court action for each and every such offense for money damages of not less than three (3) 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 defendant acted in knowing violation of or in reckless disregard of this Chapter.

(c) The 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.

(d) The court may award reasonable attorneys' fees and costs to a tenant who prevails in any such action. The court may award reasonable attorneys' fees and costs to an owner who prevails in any such action if the court determines that the tenant's action was frivolous.

This chapter grants a defense to eviction to any unlawful detainer actions in violation of this chapter.
The remedies available under this Section shall be in addition to any other existing remedies which may be available to the residential tenant under applicable Federal, State, County, or local law.

19.50.050 Lawful Evictions.
Nothing in this chapter shall be construed as to prevent an owner from lawfully evicting a tenant pursuant to applicable Federal, State, County, or local law.

19.50.060 Severability.
If any section, subsection, sentence, clause or phrase of this chapter is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this chapter. The City Council declares that it would have adopted this chapter and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.
Hi Brenda,

Hope you are well on this Friday morning!

Thank you for giving the opportunity for stakeholders, namely impacted tenants, to give feedback on the draft ordinance.

Attached you will find a memo to staff and Council from the Raise the Roof Coalition and the redline of the DRAFT Concord ordinance.

If you have any questions or concerns, please let me know.

Have a great weekend.

Kristi

--
Kristi Laughlin
Senior Campaign Director
East Bay Alliance for a Sustainable Economy
Concord office: 2140 Minert Rd, 94518
510-847-2399
Preferred pronouns: She/Her/Hers
February 4, 2022

Dear City Staff and Council,

On behalf of the Raise the Roof (RTR) Coalition and the Concord tenants who have been adversely affected by harassment, we want to thank you for the opportunity to give input into the Draft Anti-Harassment Ordinance that was presented to the Council in December. We appreciate your decision to bring it back to the HED committee in order to make this ordinance a more effective tool to protect the low-income residents of color and the immigrant families who bear the brunt of the abuse by a small handful of landlords.

As you heard on December 14th from overwhelming public comment, there was a cry for the voices and experiences of tenants who have been harmed by harassment to be centered and engaged in the crafting of the ordinance. Toward that end, we did the following:

- Our coalition sought input from our own member-based organizations (CCRG, Monument Impact, ACCE) whose members have experienced harassment.
- We reviewed the cases of tenants who have been served by the Legal Advice Clinics that Monument Impact and EBASE have hosted with Bay Area Legal Aid for over three years.
- We held listening sessions with members of the Todos Santos Tenants Union.
- We worked with non-profit tenant attorneys at ACCE and Centro Legal de la Raza to craft language that would address the many situations and forms of harassment that our Concord tenants have faced.

These experienced attorneys also harvested the lessons from other city ordinances, and sought to address the weaknesses that made it difficult for tenants to protect themselves and to defend their rights.

It is also worth mentioning that while the HED set out to use the Long Beach Ordinance as their template, the Concord Draft Ordinance that emerged bears little resemblance to that ordinance and most of the meaningful protections were gutted. Furthermore, there are weaknesses in the Long Beach ordinance and we don’t believe that it should have been the only one considered. We had also encouraged the staff to consider the Model Ordinance that ACCE drafted, and we sent that to staff.
So, we are submitting the attached redline of the Concord DRAFT ordinance, and urging staff and the HED committee to use this version as Concord’s final ordinance. We believe that these changes make for a much more meaningful ordinance that will truly help protect tenants from abuse and provide more of a disincentive for unscrupulous landlords to perpetrate harassment.

We also urge that the HED committee and staff formally dialogue with tenant groups before finalizing a draft so that we can get it right this time and avoid having to repeat the process over again. We know your time is valuable. Also, time is of the essence to deliver a meaningful tool to tenants who are currently suffering from harassment and those that are being pushed out of their homes as a result.

Sincerely,

Kristi Laughlin, EBASE

On behalf of the Raise the Roof Coalition
Chapter 19.50
Residential Tenant Anti-Harassment Protection

Sections
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19.50.010 Purpose; Definitions; Citation
(a) Purpose. The purpose of this Chapter is to deter harassing behavior by residential real property owners and their agents, contractors, subcontractors, and employees, to encourage such owners to follow the law and uphold their responsibility to provide habitable rental properties, and to give tenants legal recourse when they are subjected to harassment by owners.

(b) Definitions. For the purposes of this chapter, the following definitions shall apply:

(1) “Disabled” shall mean the same as in Government Code Section 12955.3.

(2) “Housing Services” include, but are not limited to, repairs, maintenance, painting, providing light, heat, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, access to exterior doors, entry systems, and gates, utilities (unless separately metered and billed to the tenant by the utility company since the inception of the tenancy, as provided in the lease), refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants or tenants, the right to have pets, utility infrastructure, and any other benefit, privilege or facility connected with the use or occupancy of any rental unit.

Housing services to a rental unit shall include a proportionate part of services provided to common facilities of the building in which the rental unit is contained.

(3) “Owner” or “landlord” shall mean any person, acting as principal or through an agent, having the right to offer residential real property for rent.

(4) “Rental agreement” shall mean an oral or written lease, sublease, or similar agreement between an owner and a tenant for the occupation of residential real property.

(5) “Rental unit” shall mean any building, structure, or part thereof, or land appurtenant thereto, or any other rental property rented or offered for rent for residential purposes together with all housing services connected with use or occupancy of such property such as common areas and recreational facilities held out for use by a tenant, regardless of zoning or permitting status.

(6) “Tenant” shall mean any renter, tenant, subtenant, lessee, or sublessee of residential real property any other person entitled under the terms of a rental agreement or lease to the use or occupancy of any rental unit.

(c) Citation. This chapter may be referred to as the “Residential Tenant Anti-Harassment Protection Ordinance” of the City of Concord.

19.50.020 Prohibition of Residential Tenant Harassment.

No owner, owner’s agent, contractor, subcontractor, or employee acting in bad faith shall engage in any of the following acts or omissions, which shall constitute unlawful harassment:

(a) Harassment shall have the same meaning as that term is defined in Code of Civil Procedure Section 527.6(b)(2), which, for convenience, reads as follows: “Harassment” is unlawful violence, a credible threat of violence, or a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose. The course of conduct must be that which would cause a reasonable person to suffer substantial emotional distress, and must actually cause substantial emotional distress to the petitioner. The words “harasses,” “harassing,” and variations thereof shall have the same meaning as “harassment.”

(b) Harassment shall have the same meaning as that term is defined in Civil Code Section 1954.51, which, for convenience, defines tenancy as follows: “includes any dwelling or unit that is intended for human habitation.”

(c) Harassment shall have the same meaning as that term is defined in Civil Code Section 1954.51, which, for convenience, defines residential real property as follows: “includes any dwelling or unit that is intended for human habitation.”

No owner, owner’s agent, contractor, subcontractor, or employee acting in bad faith shall engage in any of the following acts or omissions, which shall constitute unlawful harassment:
a) Quiet Enjoyment. Violate or threaten to violate the covenant of quiet enjoyment provided under Civil Code Section 1927 including, without limitation,
   (1) conduct elective renovation or construction of a rental housing unit;
   (2) cause, directly or indirectly, the interruption or termination of any utility service furnished to the tenant, including, but not limited to, water, heat, light, electricity, gas, telephone, elevator, or refrigeration;
   (3) otherwise violate or threaten to violate Civil Code Section 789.3;
   (4) terminate, interrupt or fail to provide housing services required by a rental agreement, or effect necessary or desirable maintenance, repairs, or renovations and diligently pursuing such to completion. Failure to provide housing services shall include transferring costs that by law are paid by the landlord to the tenant.

b) Habitability.
   (1) Fail to timely perform repairs and maintenance required by a rental agreement or by applicable Federal, State, County or local housing, health or safety laws or threaten to do so;
   (2) fail to exercise due diligence in completing such 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, or fail to follow appropriate guidelines to protect against infectious diseases, or to use all other containment or remediation protocols designed to protect the health and safety of the occupancy of a property when completing repairs and maintenance;
   (3) fail to timely comply with any notice and order to correct violation issued by the City pursuant to the Concord Municipal Code including without limitation Chapter 8.10 (Sanitation), Chapter 8.25 (Neighborhood Preservation), and (Chapter 15.40 (Multi-family Rental Dwelling Units);
   (4) violate the warranty of habitability provided under Civil Code Sections 1941 and 1941.1;
   (5) violate the habitability standards and Health and Safety Code Sections 17920.3 and 17920.10.

c) Access. Abuse the right of access into a rental housing unit as established by California Civil Code Section 1954 or other applicable law. Such abuse includes, without limitation
   (1) Entry for inspections that are not allowed by state law or are unrelated to necessary repairs or services;
   (2) Entry or demand for entry at times outside normal business hours except as requested by the tenant or otherwise permitted by California Civil Code Section 1954;
   (3) Entry that fails to provide the approximate time window for the entry or provides a time window that is unreasonably excessive in time;
   (4) Entries that are excessive in number;
   (5) Entry contrary to a tenant's reasonable request to change the date or time of entry;
   (6) Photographing or otherwise recording portions of residential real property that are beyond the scope of a lawful entry or inspection as stated on the notice of entry;
   (7) Misrepresenting the reasons for accessing residential real property or are using the right of access into the rental unit to collect evidence against the tenant; or
   (8) Failing to timely notify the tenant that entry into the rental unit for which the tenant was previously given notice has been cancelled.

d) Forced Vacation. Influence or attempt to influence a tenant to vacate residential real property through fraud, misrepresentation, intimidation or coercion, including, without limitation, threaten to report a tenant or other person known to be associated with the tenant to the United States Department of Homeland Security, or otherwise violate Civil Code Sections 1940.2 or 1940.35.

e) Discrimination. Discriminate against a tenant based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information in violation of the
California Fair Employment and Housing Act (FEHA, Government Code Sections 12900 et seq.); based on sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status in violation of the Unruh Civil Rights Act (Civil Code Section 51, et seq.); in violation of the Fair Housing Act (FHA, 42 U.S.C. 3601 et seq.); or otherwise in violation of applicable State or Federal law.

(f) Misrepresentation.

(1) Misrepresent to a tenant that they are required to vacate a rental unit or otherwise entice a tenant to vacate a rental unit through misrepresentations or concealment of material facts;

(2) Provide materially false written or verbal information regarding applicable Federal, State, County or local tenant protections or laws, including deliberate mischaracterization of the nature or effect of a notice to quit or other eviction notice. False information includes, without limitation, violating Civil Code Section 1632, which requires certain rental agreements to be translated; ordemanding that a tenant enter into a rent repayment plan to take advantage of tenant protection laws that do not require such plans; or

(3) 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 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.

(g) Rent Payments.

(1) Refuse to acknowledge or accept receipt of a tenant's lawful rent payment as set forth in a rental agreement, by usual practice of the parties, in a notice to pay rent or quit, or otherwise in violation of Civil Code Section 1499;

(2) Refuse to cash or process a full payment rent check or other form of acceptable full rent payment for over thirty (30) days after it is tendered; or

(3) Fail to maintain a current address for delivery of rent payments;

(4) Fail to provide a receipt to a tenant for rent or other payments tendered in violation of Civil Code sections 1499 and 2075; or

(5) Fail to allow a tenant to pay rent and deposit of security by at least one form of payment that is neither cash nor electronic funds transfer, except where otherwise permitted by Civil Code Section 1947.3(a)(2).

(6) The foregoing do not apply to payments from third parties except as required under Civil Code Section 1947.3, partial rent payments or when accepting payment would waive or could be construed to waive a breach of the rental agreement. For such cases to be excluded from this subsection, the landlord must notify the tenant in writing of the reason for the failure to accept payment.

(h) Privacy. Violate a tenant's right to privacy, including without limitation,

(1) Requesting information regarding residence or citizenship status, protected class status, or Social Security number (except for, in the case of Social Security number, for purposes of obtaining information for the qualifications for a tenancy, including a refusal to accept equivalent alternatives to information or documentation that does not concern immigration or citizenship status, e.g. an Individual Taxpayer Identification Number (ITIN));

(2) Release such information except as required by law or in violation of applicable State and/or Federal law;

(3) Requesting information regarding a tenant's relationship status;

(4) Requesting information about or placing unreasonable restrictions on overnight guests;

(5) Making a video or audio recording that captures or records the interior of a rental unit;

(i) Tenant Unions. Interfere with the right of tenants to,

(1) Organize as tenants and engage in concerted activities with other tenants for the purpose of mutual aid and protection; including concerns regarding repairs and maintenance, rent amounts or rent increases, evictions, discrimination, or harassment, regardless of whether the tenants share the same landlord or management company.
(2) Provide property access to tenant organizers, advocates, or representatives working with or on behalf of tenants living at a property;

(3) Convene tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement, or distribute and post literature informing other tenants of their rights and of opportunities to involve themselves in their project in common areas, including lobby areas and bulletin boards;

(i) Unilaterally impose or require an existing tenant to agree to new material terms of tenancy or a new rental agreement, unless the change in the terms of the tenancy is authorized by California Civil Code Sections 1946.2(f), 1947.5, or 1947.12, or required by Federal, State, or local law or regulatory agreement with a government agency;

(k) Remove a housing service for the purpose of causing the tenant to vacate the rental unit;

(l) Discriminate against a tenant who pays a lower rent amount by failing to provide or failing to adequately provide any of the following housing services are provided to other tenants in the building: maintenance and repairs, elevator service, utilities required by law to be paid by the landlord, laundry facilities, janitorial service, refuse removal, security service, keys and means of entering or exiting a property such as key cards, entry fobs, or access to doors, or employee services, or any other housing service that tenants of the property customarily receive.

(m) 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 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.

(n) Communicate with a tenant in a language other than tenant’s primary language for the purpose of intimidating, confusing, deceiving or annoying the tenant or continue to communicate with a tenant via text message, after the tenant has informed the landlord in writing that the tenant objects to communications via text message; or

Other Acts. 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 Rental Unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a Rental Unit to vacate such Rental Unit or to surrender or waive any rights in relation to such occupancy.

19.50.030 Landlord Retaliation Prohibited.
No landlord may take any action to retaliate against a tenant for exercising their legal rights, including, without limitation increasing any rental amount, reducing any service, causing the tenant to involuntarily quit the premises, or discriminating against the tenant because of the tenant’s assertion of any rights provided by this Chapter.

19.50.040 Remedies and Penalties.
(a) If an owner or owner’s agent, contractor, subcontractor, or employee violates the terms of this Chapter, an aggrieved tenant or the city attorney may institute a civil action for injunctive relief, actual or statutory damages, and any other relief that the court deems appropriate, which shall include a civil penalty of no less than Two Thousand Dollars ($2,000), and no more than Five Thousand Dollars ($5,000), per violation, at the discretion of the court. If the aggrieved tenant is older than sixty-five (65) 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.

(b) Any person who violates, aids, or incites another person to violate this Chapter, including a landlord’s agent, employee, or contractor is liable in a court action for each and every such offense for money damages of not less than three (3) 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 defendant acted in knowing violation of or in reckless disregard of this Chapter.

(c) 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.

(d) The court shall award reasonable attorneys' fees and costs to a plaintiff who prevails in any such
action.

(e) The remedies available under this Chapter shall be in addition to any other existing remedies
which may be available to the tenant under applicable Federal, State, County, or local law.

(f) The statute of limitations for an action shall be three (3) years, and all remedies under this
Chapter shall be available for the entire statutory period.

19.50.065 Non-waiverability.
Any provision, whether oral or written, whereby any provision of this Chapter is waived or modified, is against
public policy, void, and unenforceable.

19.50.060 Severability.
If any section, subsection, sentence, clause or phrase of this chapter is for any reason held by a court of
competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions
of this chapter. The City Council declares that it would have adopted this chapter and each section,
subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section,
subsection, sentence, clause, or phrase be declared invalid.
Good evening,

We urge a new ordinance to include more robust protections for tenants. We have been in conversations with dozens of renters who will not be covered; therefore, it will be difficult for them to get served.

We have since worked with tenants and tenant attorneys to find a language that will be helpful to them. Here are some of the cases in which the first draft was missing.
Attempting To Get A Tenant To Move By Fraud Or Force

**Guillermina P.** worked as a cashier and lost her job last year due to the COVID19 pandemic and shelter in place. She is a mother of three teenage daughters. In November 2020, she filed a restraining order against her husband so that the police could remove her ex-husband from the house. All this contributed to her financial situation becoming very difficult.

Following these events, the owners of the house she resided at tried everything they could to evict her through lies and manipulation even when the county moratorium was in effect.

In May 2021, she applied for the state rental assistance program. She complied by paying 25% of her rent, as was required by California law. However, Guillermina would continue to hear threats that she would be evicted as soon as the county’s moratorium ended.

On June 25, 2021, her landlord first notified Guillermina that the single-family home was being sold and had five days to move out. Selling a house is not “just cause” to evict a tenant. In addition, a county moratorium was in effect.

➔ **In the first draft of the ordinance, a tenant must prove that their landlord knew the false information they gave them was false in order to have a claim. This makes it more difficult for the tenant to win their case.**

➔ **The changes with the new draft will help Guillermina prove all the misinformation her landlord was using to evict her was intentional.**
Abusive Entries by the Landlord

Juan Hernandez lives in 1751 Diane Ct, for about three years; this is one of Steven Pinza’s buildings; he had two jobs but lost both because of the pandemic; he has spent all his savings trying to keep up with his bills and rent.

On Saturday, February 6, around noon, Pinza entered the apartment without any prior notice; he woke Mr. Hernandez up screaming obscenities, demanding the rent money, and proceeded to ransack Mr. Hernandez’s dresser, looking for the money. When he could not find anything, he left the apartment but returned to give Mr. Hernandez a 3-day notice and threatened to call immigration if he didn’t pay his rent.

Mr. Hernandez tried to report the harassment case with Pinza breaking into his apartment and could not find someone who spoke Spanish.

➔ The first draft of the ordinance does not explicitly ban a landlord from coming into a tenant’s unit to improperly target the tenant or otherwise collect evidence against the tenant.

➔ The changes with the new draft will help Juan with excessive and improper entries into his unit outside business hours.

Retaliation
Betty Gabaldon lived in Concord for 20 years; in 2016, her apartment building received a rent increase of $400 per month. During this time, she and her neighbors had reported to management that their homes were infested with rats, bed bugs, mold, and refrigerators that did not work and ignored to make the necessary repairs.

Because of the rent increase and no repairs, they decided to organize and stand up for a habitable place to live.

But because there are no just cause protections, she was retaliated against. She was given a 60-day eviction notice for speaking up and organizing her neighbors.

➔ The first draft of the ordinance contains no protections against retaliation. Tenants are not protected from retaliation unless the landlord takes action against them because they have sued.

➔ The changes with the new draft, a tenant will be protected from retaliation if they exercise their rights, which could just include telling the landlord verbally to stop violating their rights or sending the landlord a letter.
Refusal to Accept Payments or Provide Receipts

**Erica Flores** is a housekeeper, a mother of three, whose husband works as a painter. She and her family are residents of Concord going on 11 years now.

They live at 2415 Olivera Rd. and have experienced all sorts of harassment at the hands of their landlord and manager.

On April 26, 2021, this mistreatment reached its limit when the manager threatened her with a gun; after having the water turned off all day, they called the police, but they never came.

In June 2020, we had a problem that affected our health and our children; the sewage came out of the laundry room for a month, and the smell was unbearable. And although the owner was made aware of it, he just ignored to make the repairs.

Ms. Flores now has a new owner who refuses to give her rental receipts and is forcing her to pay the rent with a single choice.

👩‍้ำ The first draft of the ordinance does not remedy if a landlord won’t provide a method of payment for a tenant that is not cash or electronic funds transfer. And does not provide that if a landlord has a legal reason for not accepting a tenant’s rent payment, they have to tell the tenant in writing what that reason is.

👩‍้ำ The changes with the new draft create a remedy for Erica if a landlord won’t provide a method of payment for a tenant that is not cash or electronic funds transfer. And also provide that if a landlord has a legal reason for not accepting a tenant’s rent payment, they have to tell the tenant in writing what that reason is.

Other Harassment

**Patricia Martinez** works as a caregiver for the elderly. She and her three young children had lived in Concord for two years, and the property owner was only accepting cash to pay the rent
and would not provide her with a receipt.

For Mrs. Martinez and her children, the last two years have been traumatizing as the owner and manager of the place constantly harass and terrorize them. She cannot receive visitors because her landlord harasses them by yelling at her guests and threatening to evict her.

They did not have hot water for two weeks during December 2020; the landlord refused to fix the pipes and tried to bill them for the cost.

My nephew had to move out because he was harassed every day for his parking space, even though he paid for the parking spot by the landlord towing his car out every time.

Ms. Martinez now has a new owner who refuses to give her rental receipts and is forcing her to pay the rent via Zelle.

➔ The first draft of the ordinance does not include violations against a person associated with the tenant (such as a family member) but only the tenant alone.

➔ The changes with the new draft make it unlawful for a landlord to generally engage in behavior that would be likely to disturb a tenant enough to make them give up some or all of their rights as a tenant. It will help Patricia’s nephew stay in his home.

Landlords Applicability

Nora Grey has lived at 1115 Virginia Ln apartments for three years; the property manager does not allow children to play outside or make noise inside their homes.
Due to the pandemic, Mrs. Grey was laid off from her job and applied for government rental assistance; her application is still pending. Every day, their property manager texts her to call the rental assistance program and ask when she will get approved.

Because of the bedbug infestation in her unit, she and her children cannot sleep at night and have forced her to throw away her bed and sleep on the floor; they frequently have to throw their blankets or pillows away because of the infestation.

She is not allowed to throw bedbug-infested blankets or pillows in the dumpster. The manager and the maintenance guy watch the security cameras, and as soon as they see someone throwing pillows or blankets, they immediately call to remove them from the trash or else they have to pay a fine. Mrs. Grey feels like she’s in jail.

➔ In the first draft of the ordinance, a tenant could not sue their property manager for tenant harassment. Often we see the same property management companies harassing tenants at different buildings; tenants would have no right to try to stop their bad behavior.

➔ The changes with the new draft will help Nora with her manager acting in bad faith, will stop this bad behavior.

Right to Organize/ Retaliation

Juan Damian has lived in this apartment for about ten years; he is a car alarm and radio installer. In 2020, a county moratorium was in place during the pandemic, prohibiting rent increases.
His new manager went for a rent increase and tried to get Mr. Damian and his neighbors to sign a document that no one could understand because it was all in English. She was also charging an extra 100 dollars for PG&E. Mr. Damian, and his neighbors found out that this increase was illegal and let the manager know about it.

They had requested repairs to the landlord but never made them on time. Then they also asked the manager, and she refused to make them as they had not signed the lease containing the illegal rent increase.

Mr. Damian and his neighbors organized a tenants' union. In September 2021, Mr. Damian and his neighbors met with their landlord; in this meeting, Mr. Damian told the owner he let her know about the things his unit still needed, the wall heater air conditioner, and if she could change the carpet.

In November 2021, Mr. Damian received a 60-day notice; it is worth noting so far, he is the ONLY one who has received an eviction notice.

The changes with the new draft will help tenants with their right to organize and engage in concerted activities with other tenants for the purpose of mutual aid and protection; or prevent including concerns regarding repairs and maintenance, rent amounts, or rent increases, evictions, discrimination, or harassment, regardless of whether the tenants share the same landlord or management company,
Hi Brenda,

I reviewed the document you circulated below and it is identical to the draft presented to the council in December. Given that, I am resubmitting the Track Changes version we submitted for the December meeting since the comments in the document have not been addressed by the city yet. Attached is the email in its entirety.

If there are any other additional comments, we will communicate them by the HED committee meeting.

Best,

Rhovy Lyn Antonio  
Senior Vice President, Local Public Affairs  
California Apartment Association  
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CAA is your partner in the rental housing industry. 
Find out how we're working for you.  
Questions about COVID-19: Visit our Resource Page  
CAA Services: Events and Education  
Insurance  
Tenant Screening
Staff will review all the specific suggested changes that are received, as well as the public and City Council input from the December 14, 2021, meeting. Staff will draft a revised ordinance that considers stakeholder input and attempts to respond to Council’s policy input.

This revised version of the Residential Tenant Anti-Harassment Protection ordinance and the related staff report will be available late February, 2022, and will be e-mailed to stakeholders, the Housing Division interested parties list and posted on the Housing Division website at that time.

The HED (McGallian, Aliano) is scheduled to meet on March 7, 2022, at 5:30 p.m. As discussed above, the Committee members will have received all written comments and suggested changes to the ordinance. Any comments received after February 4, 2022, will be provided to HED as correspondence. The HED meeting will be public and there will be an opportunity for additional public input during the meeting.

Please feel free to call or e-mail me if you have any questions. We look forward to your ongoing participation in developing a Residential Tenant Anti-Harassment Protection ordinance for City Council’s consideration.

Brenda

Brenda Kain
Housing Manager
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(925) 671-3088 | Brenda.Kain@cityofconcord.org
1950 Parkside Drive, MS/10A, Concord, CA 94519
Staff Report

Date: December 14, 2021
To: City Council
From: Valerie Barone, City Manager
Reviewed by: Kevin Marstall, Interim Director of Community Development
Mindy Gentry, Planning Manager
Prepared by: Brenda Kain, Housing Manager
Brenda.kain@cityofconcord.org
(925) 671-3088

Subject: Considering introduction of an Ordinance amending the Concord Municipal Code by adding Chapter 19.50 “Residential Tenant Anti-Harassment Protection” by reading of the title only and waiving further reading.

CEQA: Not a project/exempt pursuant to CEQA Guidelines Sections 15060(c)(2), 15061(b)(3), 15378 and/or Public Resources Code Section 21065.

Report in Brief

At its meeting on June 1, 2021, the City Council referred a discussion of regulations prohibiting landlord harassment to the Council Committee on Housing & Economic Development (HED) for discussion. The HED Committee met on September 29, 2021 and October 6, 2021 and considered oral and written information, testimony, and comments received from staff, stakeholders, and the public. The Committee directed staff to prepare an ordinance for the full City Council’s consideration.

The proposed Ordinance would amend the Concord Municipal Code by adding a new chapter titled Residential Tenant Anti-Harassment Protection. The purpose of the Chapter would be to deter harassing behavior by residential real property owners, to encourage such owners to follow the law and uphold their responsibility to provide habitable rental properties, and to provide the option for tenants to pursue legal recourse when they are subjected to harassment by owners.
Recommended Action
Consider introduction of an Ordinance amending the Concord Municipal Code by adding Chapter 19.50 “Residential Tenant Anti-Harassment Protection” (Attachment 1) by reading of title only and waiving further reading.

Background
During the June 1, 2021 City Council meeting, Vice Mayor Aliano requested support from the Council to pursue an anti-tenant harassment ordinance for the City of Concord. The consensus was that first Council needed to learn more about this type of an ordinance and to better understand what was being requested of the City Council. The City Council referred this research to the HED Committee (Birsan/McGallian).

The HED met on September 29, 2021. The HED staff report (Attachment 2) presented background on State and Federal tenant protections related to landlord harassment and information on California cities that have enacted local anti-landlord harassment ordinances. Representatives from both tenant advocate and property owner groups were invited to make presentations on a local anti-harassment ordinance. Leah Simon-Weisberg, Legal Director, Alliance of Californians for Community Empowerment, presented on behalf of tenant advocates. Rhovy Lyn Antonio and Whitney Prout, representatives of the California Apartment Association, made a presentation on behalf of property owners.

The HED expressed interest in the City of Long Beach ordinance as a potential model for a City of Concord ordinance and scheduled a follow-up meeting on October 6, 2021, for further review. During the October 6 meeting, the HED members provided input on the components of the City of Long Beach ordinance and directed staff to work with the City Attorney’s office on the development of an ordinance for consideration by the full City Council.

Analysis
The key provisions of the Ordinance are as follows:

1. The Ordinance provides an objective standard defining harassment:
   “Harassment” shall have the same meaning as that term is defined in Code of Civil Procedure Section 527.6(b)(2), which, for convenience, reads as follows:
   “Harassment” is unlawful violence, a credible threat of violence, or a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose. The course of conduct must be that which would cause a reasonable person to suffer substantial emotional distress, and must actually cause substantial emotional distress to the petitioner.

2. The ordinance defines the most common forms of prohibited behaviors in a manner that is consistent with federal and state protections and is easy for landlords and
tenants to understand. The following summarizes these prohibited landlord behaviors:

a. **Quiet Enjoyment.** Willfully violate or threaten to violate the covenant of quiet enjoyment provided under Civil Code Section 1927, or terminate or fail to provide housing services required by a rental agreement absent a local health or safety emergency, or effecting necessary or desirable maintenance, repairs, or renovations and diligently pursuing such to completion.

b. **Habitability.** Fail to timely perform repairs and maintenance required by a rental agreement or by applicable Federal, State, County or local housing, health or safety laws; fail to exercise due diligence in completing such repairs once undertaken; fail to timely comply with any notice and order to correct violation issued by the City pursuant to the Concord Municipal Code.

c. **Access.** Abuse the right of access into a rental housing unit as established by California Civil Code Section 1954 or other applicable law.

d. **Forced Vacation.** Influence or attempt to influence a tenant to vacate residential real property through fraud, misrepresentation, intimidation or coercion, including, without limitation, threaten to report a tenant to the United States Department of Homeland Security.

e. **General Harassment.** Subject a tenant to harassing behavior, whether oral, written, physical, or visual.

f. **Discrimination.** Discriminate against a tenant: based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information in violation of the California Fair Employment and Housing Act; based on sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status in violation of the Unruh Civil Rights Act, the Fair Housing Act or otherwise in violation of applicable State or Federal law.

g. **Misrepresentation.** Knowingly provide materially false written or verbal information regarding applicable Federal, State, County or local tenant protections, including deliberate mischaracterization of the nature or effect of a notice to quit or other eviction notice.

h. **Rent Payments.** Refuse to acknowledge or accept receipt of a tenant's lawful rent payment as set forth in a rental agreement, by usual practice of the parties, in a notice to pay rent or quit, or otherwise in violation of Civil Code Section 1499; refuse to cash or process a full payment rent check or other form of acceptable full rent payment for over thirty (30) days after it is tendered; or fail to maintain a current address for delivery of rent payments.
i. **Privacy.** Violate a tenant's right to privacy, including without limitation, requesting information regarding residence or citizenship status, protected class status, or Social Security number (except for, in the case of Social Security number, for purposes of obtaining information for the qualifications for a tenancy); release such information except as required or authorized by law or in violation of applicable State and/or Federal law; request or demand an unreasonable amount of information from tenant in response to a request for reasonable accommodation.

j. **Tenant Unions.** Interfere with the right of tenants to organize as tenants and engage in concerted activities with other tenants for the purpose of mutual aid and protection; or prevent tenant or tenant organization meetings in an appropriate space accessible to tenants under the terms of their rental agreement(s), except to the extent allowed by law. Due to private property rights, and the risk of City exposure to liability for inverse condemnation, the ordinance does not require that any owner allow tenant organizers, advocates, or representatives working with or on behalf of tenants living at the residential real property access to such residential real property.

3. The ordinance includes a remedies and penalties section if an owner violates the terms of this chapter and an aggrieved tenant may institute a civil action. However, the City retains the ability to enforce the ordinance. Components of this section of the ordinance include:

a. An aggrieved tenant may institute a civil action for injunctive relief, direct money damages, and any other relief that the court deems appropriate, which such relief shall include a civil penalty of no less than Two Thousand Dollars ($2,000), and no more than Five Thousand Dollars ($5,000), per violation, at the discretion of the court. If the aggrieved tenant is older than sixty-five (65) 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.

b. The court may award reasonable attorneys' fees and costs to a tenant who prevails in any such action. The court may award reasonable attorneys' fees and costs to an owner who prevails in any such action if the court determines that the tenant's action was frivolous.

c. The chapter grants a defense to eviction to any unlawful detainer actions in violation of this chapter.

d. The remedies available under this Section are in addition to any other existing remedies which may be available to the residential tenant under applicable Federal, State, County, or local law.

**Alternatives**
The City Council has the alternatives to introducing the proposed ordinance as drafted on December 14, including:
1. If after hearing public comment and debating the details of the draft ordinance, the Council wants modifications to the draft ordinance, the Council should refer it back to staff for additional work and to be brought back to the full Council. Council should be clear on what changes are desired by a majority of the Council as they give direction to staff.

2. If after public comment and Council debate, the majority of Council do not desire to introduce the ordinance, Council can choose to take no action.

Financial Impact
There is no financial impact to the City of Concord from tonight’s action. Enforcement of the Ordinance would primarily be through private action.

Environmental Determination
Pursuant to the California Environmental Quality Act of 1970, Public Resources Code Section 21000, et seq., as amended and implementing State CEQA Guidelines, Title 14, Chapter 3 of the California Code of Regulations (collectively, “CEQA”) acceptance and appropriation of this funding does not constitute a “project” within the meaning of Public Resources Code Section 21065, 14 Cal Code Regs. Section 15060(c) or 15378, because it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. Even if the adoption of this Ordinance did constitute a project under CEQA, it falls within the “common sense” exemption set for in 14 Cal. Code Regs. Section 15061(b)(3), excluding projects where “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment...” Therefore, the proposed Municipal Code amendments do not warrant further environmental review.

Public Contact
Notice of this meeting has been posted. Notice was sent by e-mail to 363 individuals and agencies on the housing interested parties list on November 22, 2021.

Attachments
   Exhibit A: Chapter 19.50 Residential Tenant Anti-Harassment Protection
2. Housing & Economic Development Committee (HED) Staff Report - September 29, 2021
ORDINANCE NO. 21-XX

AN ORDINANCE AMENDING THE CONCORD MUNICIPAL CODE BY ADDING CHAPTER 19.50 “RESIDENTIAL TENANT ANTI-HARASSMENT PROTECTION”

WHEREAS, City of Concord renters comprise 40 percent of the City’s population and are an essential part of the community fabric; and

WHEREAS, such renter households include thousands of low- and very low-income households, including seniors, young children, and persons with special needs; and

WHEREAS, the City is committed to remaining a diverse and inclusive community; and

WHEREAS, in response to community concerns regarding the potential for landlord harassment of residential tenants, the City Council referred the topic an anti-harassment ordinance to the Council Committee on Housing & Economic Development (HED Committee) for discussion; and

WHEREAS, the HED Committee held meetings on September 29, 2021 and October 6, 2021 to address the topic and where the public, tenant advocates, and landlord representatives provided input on the scope and content of a potential anti-harassment ordinance, and the HED Committee instructed staff to draft certain residential tenant anti-harassment protections based on the outcome of the HED Committee meeting, for City Council consideration; and

WHEREAS, the City Council, after giving all public notices required by state law and the Concord Municipal Code, held a duly noticed public hearing on December 14, 2021, on this ordinance including the proposed Residential Tenant Anti-Harassment Protection provisions as set forth in Exhibit A attached hereto and incorporated by reference (“Ordinance”), and declared their intent to approve and adopt the Ordinance and codify it as Concord Municipal Code Chapter 19.50; and

WHEREAS, at such public hearing, the City Council considered all oral and written information, testimony, and comments received during the public review process, including oral and written staff reports, materials, documents, exhibits, testimony, and community presentations received at the September 29, 2021, and October 6, 2021, Special Meetings of the Housing and Economic Development Committee, and at the December 14, 2021 City Council public hearing, that constitutes the record of proceedings upon which the City Council has based its action (collectively, “Ordinance Information”).
NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD DOES
ORDAIN AS FOLLOWS:

Section 1. Recitals. The City Council finds that the above recitals (which are hereby
incorporated by reference) are accurate and constitute findings in this matter and, together with the
Ordinance Information, serve as an adequate and appropriate evidentiary basis for the findings and
actions set forth in this Ordinance and further makes the following findings.

Section 2. Ordinance Information. The City Council has reviewed, considered, and evaluated
all of the Ordinance Information prior to acting upon Ordinance. The Ordinance Information is
located in and may be obtained from the City of Concord Clerk’s Office, 1950 Parkside Drive,
Concord, CA 94519.

Section 3. The Ordinance would not be detrimental to the public interest, health, safety,
convenience, or welfare of the City, as the proposed Ordinance establishes regulations regarding the
prohibition of the harassment of tenants.

Section 4. CEQA. Adoption of this Ordinance is not subject to environmental review under
the California Environmental Quality Act (CEQA) of 1970, as amended, because the adoption of the
Ordinance does not constitute a “project,” and will not result in a direct or reasonably foreseeable
indirect physical change in the environment, pursuant to CEQA Guidelines Sections 15060(c), 15378
and Public Resources Code Section 21065. In addition, the proposed Ordinance is categorically
exempt pursuant to Section 15061(b)(3), the common sense exception of the CEQA Guidelines
because it can be seen with certainty that there is no possibility that the ordinance may have a
significant effect on the environment. No unusual circumstances are present. This determination
reflects the City’s independent judgment and analysis.

Section 5. Municipal Code Amendment. The City Council hereby approves and adopts the
amendment to the Municipal Code, specifically the addition of Chapter 19.50 “Residential Tenant
Anti-Harassment Protection” as set forth in Exhibit A.

Section 6. Severability. If any section, subsection, clause, or phrase of this Ordinance, or its
application to any person or circumstance, is for any reason held to be invalid or unenforceable, such
invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections,
or its application to any other person or circumstance. The City Council declares that it would have
adopted this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective
of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.

Section 7. Publication and Effective Date. This Ordinance shall become effective thirty (30)
days following passage and adoption. In the event a summary of said Ordinance is published in lieu of
the entire Ordinance, a certified copy of the full text of this Ordinance shall be posted in the office of
the City Clerk at least five (5) days prior to its adoption and within fifteen (15) days after its adoption,
including the vote of the Councilmembers. Additionally, a summary prepared by the City Attorney’s
Office shall be published once at least five (5) days prior to the date of adoption of this Ordinance and
once within fifteen (15) days after its passage and adoption, including the vote of the
Councilmembers, in the East Bay Times, a newspaper of general circulation in the City of Concord.

ATTEST:

Dominic Aliano
Mayor

Joelle Fockler, MMC
City Clerk

(Seal)

Ordinance No. 22-XX was duly and regularly introduced at a regular meeting of the City
Council of the City of Concord held on December 14, 2021 and was thereafter duly and regularly
passed and adopted at a regular meeting of the City Council of the City of Concord on_______, 2022
by the following vote:

AYES: Councilmembers -
NOES: Councilmembers -
ABSTAIN: Councilmembers -
ABSENT: Councilmembers -
I HEREBY CERTIFY that the foregoing is a true and correct copy of an ordinance duly and regularly introduced, passed, and adopted by the City Council of the City of Concord, California.

Joelle Fockler, MMC
City Clerk

Attachment: Exhibit A – Chapter 19.50 Residential Tenant Anti-Harassment Protection
Chapter 19.50
Residential Tenant Anti-Harassment Protection

Sections
19.50.010 Purpose; Definitions; Citation
19.50.020 Prohibition of Residential Tenant Harassment.
19.50.030 Landlord Retaliation Prohibited.
19.50.040 Remedies and Penalties.
19.50.050 Lawful Evictions.
19.50.060 Severability.

19.50.010 Purpose; Definitions; Citation
(a) Purpose. The purpose of this Chapter is to deter harassing behavior by residential real property owners, to encourage such owners to follow the law and uphold their responsibility to provide habitable rental properties, and to give tenants legal recourse when they are subjected to harassment by owners.

(b) Definitions. For the purposes of this chapter, the following definitions shall apply:

(1) “Harassment” shall have the same meaning as that term is defined in Code of Civil Procedure Section 527.6(b)(2), which, for convenience, reads as follows: “Harassment” is unlawful violence, a credible threat of violence, or a knowing and willful course of conduct directed at a specific person that seriously alarms, annoys, or harasses the person, and that serves no legitimate purpose. The course of conduct must be that which would cause a reasonable person to suffer substantial emotional distress, and must actually cause substantial emotional distress to the petitioner. The words “harass,” “harassing,” and variations thereof shall have the same meaning as “harassment.”

(2) “Owner” or “landlord” shall mean any person, acting as principal or through an agent, having the right to offer residential real property for rent.

(3) “Rental agreement” shall mean an oral or written lease, sublease, or similar agreement between an owner and a tenant for the lawful occupation of residential real property.

(4) “Residential real property” shall have the same meaning as that term is defined in Civil Code Section 1954.51, which, for convenience, defines residential real property as follows: “includes any dwelling or unit that is intended for human habitation.”

(5) “Tenant” shall mean any renter, tenant, subtenant, lessee, or sublessee who lawfully occupies residential real property.

(6) “Tenancy” shall have the same meaning as that term is defined in Civil Code Section 1954.51, which, for convenience, defines tenancy as follows: “includes the lawful occupation of residential real property and includes a lease or sublease.”

(c) Citation. This chapter may be referred to as the “Residential Tenant Anti-Harassment Protection Ordinance” of the City of Concord.

19.50.020 Prohibition of Residential Tenant Harassment.
No owner acting in bad faith shall engage in any of the following acts or omissions:
(a) Quiet Enjoyment. Willfully violate or threaten to violate the covenant of quiet enjoyment provided under Civil Code Section 1927 including, without limitation, conduct elective renovation or construction of a rental housing unit for the purpose of harassing a tenant; with intent to terminate a tenancy willfully cause, directly or indirectly, the interruption or termination of any utility service furnished the tenant, including, but not limited to, water, heat, light, electricity, gas, telephone, elevator, or refrigeration, or otherwise willfully violate or threaten to violate Civil Code Section 789.3; or terminate or fail to provide housing services required by a rental agreement absent a local health or safety emergency, or effecting necessary or desirable maintenance, repairs, or renovations and diligently pursuing such to completion. Notwithstanding the foregoing, reasonably limiting hours of or imposing conditions on access to certain housing services shall not constitute a violation of this section.

(b) Habitability. Fail to timely perform repairs and maintenance required by a rental agreement or by applicable Federal, State, County or local housing, health or safety laws; fail to exercise due diligence in completing such repairs once undertaken; fail to timely comply with any notice and order to correct violation issued by the City pursuant to the Concord Municipal Code including without limitation Chapter 8.10 (Sanitation), Chapter 8.25 (Neighborhood Preservation), and (Chapter 15.40 (Multi-family Rental Dwelling Units); violate the warranty of habitability provided under Civil Code Sections 1941 and 1941.1; or violate the habitability standards and Health and Safety Code Sections 17920.3 and 17920.10.

(c) Access. Abuse the right of access into a rental housing unit as established by California Civil Code Section 1954 or other applicable law. Such abuse includes, without limitation, entries for inspections that are not allowed by state law or are unrelated to necessary repairs or services, entries or demands for entry at times outside normal business hours except as requested by the tenant or otherwise permitted by California Civil Code Section 1954; entries contrary to a tenant’s reasonable request to change the date or time of entry, provided, however the tenant shall make such request 72 hours in advance if the owner has hired a third-party to perform necessary repairs or services, or to show the rental housing unit to a prospective or actual purchaser (if the landlord has notified the tenant in writing within 72 hours of the owner’s request); or photograph or otherwise recording portions of residential real property that are beyond the scope of a lawful entry or inspection; or misrepresent the reasons for accessing residential real property.

(d) Forced Vacation. Influence or attempt to influence a tenant to vacate residential real property through fraud, misrepresentation, intimidation or coercion, including, without limitation, threaten to report a tenant to the United States Department of Homeland Security, or otherwise violate Civil Code Sections 1940.2 or 1940.35.

(e) General Harassment. Subject a tenant to harassing behavior, whether oral, written, physical, or visual.

(f) Discrimination. Discriminate against a tenant: based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information in violation of the California Fair Employment and Housing Act (FEHA, Government Code Sections 12900 et seq.); based on sex, race, color, religion, ancestry, national origin, disability, medical condition, genetic information, marital status, sexual orientation, citizenship, primary language, or immigration status in violation of the Unruh Civil Rights Act (Civil Code Section 51, et seq.); in violation of the Fair Housing Act (FHA, 42 U.S.C. 3601 et seq.); or otherwise in violation of applicable State or Federal law.

(g) Misrepresentation. Knowingly provide materially false written or verbal information regarding applicable Federal, State, County or local tenant protections, including deliberate mischaracterization of

Commented [RLA2]: The inclusion of this clause is concerning because there are allowed reasons for entry and inspections unrelated to repairs. E.g., conducting the pre-move out walk-through provided for in the security deposit law (Civ. Code 1950.5). CAA recommends revising this clause so that it reads as follows:

"Such abuse includes, without limitation, entries that are not allowed by state law;"

The suggested language would serve the purpose intended, while avoiding unintentionally limiting the landlord’s right of entry under state law.

Commented [RLA3]: This provision is a bit concerning for a couple of reasons.

First, it may not always be possible to re-schedule an entry – even if the tenant has notified you ahead of time. Ex: The City inspector is coming on a specific date and will be entering several units. It’s not feasible to reschedule for just one unit (at least, not without incurring additional cost). Similar facts would apply to something like pest control treatments.

Can this provision be limited so that a tenant can only request a reschedule once? It can be inefficient to request repeated scheduling changes.

Second, the latter part of the clause seems to misunderstand Civil Code 1954’s provisions related to showing the unit to prospective purchasers. The landlord is only required to have given notice within the previous 120 days that the property is for sale in order to avoid the requirement to provide a WRITTEN notice of entry (instead, they can give an oral notice). The landlord can still exhibit the property to purchasers without giving the 120-day notice, but it will have to be writing.

Commented [RLA4]: Gov. Code 12993 preempts local governments from enacting fair housing laws that cover the same grounds as state law.
the nature or effect of a notice to quit or other eviction notice. False information includes, without
limitation, violating Civil Code Section 1632, which requires certain rental agreements to be translated; or
[highlighted text removed]

(h) Rent Payments. Refuse to acknowledge or accept receipt of a tenant's lawful rent payment as set
forth in a rental agreement, by usual practice of the parties, in a notice to pay rent or quit, or otherwise in
violation of Civil Code Section 1499; refuse to cash or process a full payment rent check or other form of
acceptable full rent payment for over thirty (30) days after it is tendered; or fail to maintain a current
address for delivery of rent payments. The foregoing does not apply to payments from third parties
except as required under Civil Code Section 1947.3, partial rent payments or when accepting payment
would waive or could be construed to waive a breach of the rental agreement or invalidate a three-day
notice to pay or quit.

(i) Privacy. Violate a tenant's right to privacy, including without limitation, requesting information
regarding residence or citizenship status, protected class status, or Social Security number (except for,
in the case of Social Security number, for purposes of obtaining information for the qualifications for a
tenancy); release such information except as required or authorized by law or in violation of applicable
State and/or Federal law; request or demand an unreasonable amount of information from tenant in
response to a request for reasonable accommodation beyond (i) reliable disability information necessary
to verify that the tenant's condition meets the definition of a disability under FEHA or the Americans
with Disabilities Act (ADA, 42 U.S.C. 12101 et seq.) or a handicap under the FHA, (ii) a description of
the necessary accommodation, and (iii) a description of the relationship between the disability/handicap
and the need for the requested accommodation.

(j) Tenant Unions. Interfere with the right of tenants to organize as tenants and engage in concerted
activities with other tenants for the purpose of mutual aid and protection; or prevent tenant or tenant
organization meetings in an appropriate space accessible to tenants under the terms of their rental
agreement(s), except to the extent allowed by law. Nothing in this section is intended to require that any
owner allow tenant organizers, advocates, or representatives working with or on behalf of tenants living at
the residential real property access to such residential real property.

19.50.030 Landlord Retaliation Prohibited.
Under Civil Code Section 1942.5, it is illegal for a landlord to retaliate against a tenant for lawfully
and peaceably exercising their legal rights. No landlord may take any action increasing any rental amount,
reducing any service, causing the tenant to involuntarily quit the premises, or discriminating against the
tenant because of the tenant's use of any remedy provided by this chapter. The tenant shall bear the
burden of producing evidence that the landlord's conduct was, in fact, retaliatory.

19.50.040 Remedies and Penalties.
(a) If an owner violates the terms of this Chapter, an aggrieved tenant may institute a civil action for
injunctive relief, direct money damages, and any other relief that the court deems appropriate, which such
relief shall include a civil penalty of no less than Two Thousand Dollars ($2,000), and no more than Five
Thousand Dollars ($5,000), per violation, at the discretion of the court. If the aggrieved tenant is older
than sixty-five (65) 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.

(b) The court may award reasonable attorneys' fees and costs to a tenant who prevails in any such action.
The court may award reasonable attorneys' fees and costs to an owner who prevails in any such action if
the court determines that the tenant's action was frivolous.

(c) This chapter grants a defense to eviction to any unlawful detainer actions in violation of this chapter.
(d) The remedies available under this Section shall be in addition to any other existing remedies which may be available to the residential tenant under applicable Federal, State, County, or local law.

19.50.050 Lawful Evictions.
Nothing in this chapter shall be construed as to prevent an owner from lawfully evicting a tenant pursuant to applicable Federal, State, County, or local law.

19.50.060 Severability.
If any section, subsection, sentence, clause or phrase of this chapter is for any reason held by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remaining portions of this chapter. The City Council declares that it would have adopted this chapter and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clause, or phrase be declared invalid.
Staff Report

Date: September 29, 2021
To: Council Committee on Housing & Economic Development
From: Valerie Barone, City Manager
Reviewed by: Kevin Marstall, Interim Director of Community Development
Mindy Gentry, Planning Manager

Subject: Consideration of Federal, State, and local regulations prohibiting landlord harassment of tenants and discuss what the Housing & Economic Development Committee desires to report back to the full City Council.

Report in Brief
At the meeting on June 1, 2021, the City Council referred a discussion of regulations prohibiting landlord harassment to the Council Committee on Housing & Economic Development (HED) for discussion.

Recommended Action
Consideration of Federal, State, and local regulations prohibiting landlord harassment of tenants and discuss what the Housing & Economic Development Committee desires to report back to the full council.

Background
During the June 1, 2021 City Council meeting, Vice Mayor Aliano requested support from the Council to pursue an anti-tenant harassment ordinance for the City of Concord. The consensus was that first Council needed to learn more about what such an ordinance is and to better understand what was being requested of the City Council. The City Council referred this research to the HED Committee.

Representatives from both tenant advocate and property owner groups have been invited to each make a ten-minute presentation to share their thoughts on a local anti-harassment ordinance. Leah Simon-Weisberg, Legal Director, Alliance of Californians
for Community Empowerment, will make the presentation on behalf of tenant advocates. A representative of the California Apartment Association is expected to make a presentation on behalf of property owners.

The City of Concord contracts with ECHO Housing (“ECHO”), a HUD approved housing counseling agency, to provide Fair Housing services to tenants to promote equal access to housing opportunities. The City also contracts with ECHO to provide Tenant/Landlord Counseling Services, as well as Tenant Legal Services through a contract with a consulting attorney. ECHO has entered into a Memorandum of Understanding with Centro Legal de la Raza to provide additional support to tenants at risk of eviction or experiencing housing discrimination or harassment.

On July 28, 2020, the City Council adopted the Residential Tenant Protection Program. This program expands upon State legislation and requires that landlords pay relocation assistance to tenants for no-fault just cause evictions and that they offer tenants 12-month minimum lease terms. Additionally, the City went live with a Rent Registry Program this year; the first report from this effort will be published on the City’s website and made available to the public in November, 2021.

**Analysis**
Tenant harassment is defined as when a landlord, or a property manager, uses methods to influence a tenant that are all, one, or some of the following: persistent, aggressive, fraudulent, coercive, or intimidating. Both federal and State laws provide tenants protections from harassment by landlords.

**Federal Protections**
Federal regulations pertaining to tenant protections are codified in the Fair Housing Act.

*The Fair Housing Act*
The Fair Housing Act (“Act”) protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities.

**Who Is Protected?**
The Act prohibits discrimination in housing because of:
- Race
- Color

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1 Source: [https://www.justice.gov/crt/fair-housing-act-2](https://www.justice.gov/crt/fair-housing-act-2)
2 Source: [https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview](https://www.hud.gov/program_offices/fair_housing_equal_opp/fair_housing_act_overview)
What Types of Housing Are Covered?
The Act covers most housing. In very limited circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family houses sold or rented by the owner without the use of an agent, and housing operated by religious organizations and private clubs that limit occupancy to members.

What Is Prohibited?
In the sale and rental of housing, it is illegal discrimination to take any of the following actions because of race, color, religion, sex, disability, familial status, or national origin:

- Refuse to rent or sell housing
- Refuse to negotiate for housing
- Otherwise make housing unavailable
- Set different terms, conditions or privileges for sale or rental of a dwelling
- Provide a person different housing services or facilities
- Falsely deny that housing is available for inspection, sale or rental
- Make, print or publish any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination
- Impose different sales prices or rental charges for the sale or rental of a dwelling
- Use different qualification criteria or applications, or sale or rental standards or procedures, such as income standards, application requirements, application fees, credit analyses, sale or rental approval procedures or other requirements
- Evict a tenant or a tenant’s guest
- Harass a person
- Fail or delay performance of maintenance or repairs
- Limit privileges, services or facilities of a dwelling
- Discourage the purchase or rental of a dwelling
- Assign a person to a particular building or neighborhood or section of a building or neighborhood
For profit, persuade, or try to persuade, homeowners to sell their homes by suggesting that people of a particular protected characteristic are about to move into the neighborhood (blockbusting).

Refuse to provide or discriminate in the terms or conditions of homeowners insurance because of the race, color, religion, sex, disability, familial status, or national origin of the owner and/or occupants of a dwelling.

Deny access to or membership in any multiple listing service or real estate brokers' organization.

Harassment
The Act makes it illegal to harass persons because of race, color, religion, sex, disability, familial status, or national origin. Among other things, this forbids sexual harassment.

Other Prohibitions
In addition, it is illegal discrimination to:

- Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise the right.
- Retaliate against a person who has filed a fair housing complaint or assisted in a fair housing investigation.

Additional Protections for Persons with Disabilities
Housing providers must make reasonable accommodations and allow reasonable modifications that may be necessary to allow persons with disabilities to enjoy their housing.

Enforcement of Federal Protections
The U.S. Department of Housing and Urban Development (HUD) Office of Fair Housing and Equal Opportunity (FHEO) enforces fair housing laws on behalf of the federal government. The FHEO's mission is to eliminate housing discrimination, promote economic opportunity, and achieve diverse, inclusive communities by leading the nation in the enforcement, administration, development, and public understanding of federal fair housing policies and laws.

Complaints regarding violation of federal fair housing statutes may be filed with the FHEO. The process for filing a complaint regarding tenant harassment is described on the FHEO website.

Source: https://www.hud.gov/program_offices/fair_housing_equal_opp/complaint-process
4 Source: https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint
Additionally tenants may file a private civil lawsuit, even if the tenant has already filed a complaint with HUD.

A landlord may also be charged with a federal crime if suspected of committing a violation of the United States criminal code in the treatment of a tenant. If the investigation shows that the law has been violated, HUD or the Department of Justice may take legal action to enforce the law and the government may bring a Fair Housing Act or other civil rights case based on the findings of a HUD investigation.

**State of California Protections**
State of California regulations pertaining to tenant protections are codified in the Fair Employment and Housing Act and the UHRUH Civil Rights Act.

**Who is Protected?**
California law protects individuals from illegal discrimination by housing providers based on the following:

- Race, color
- Ancestry, national origin
- Citizenship, immigration status*
- Primary language*
- Age*
- Religion
- Disability, mental or physical
- Sex, gender
- Sexual orientation
- Gender identity, gender expression
- Genetic information
- Marital status
- Familial status
- Source of income
- Military or veteran status

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5 Source: https://leginfo.legislature.ca.gov/faces/codes_displayexpandedbranch.xhtml?lawCode=GOV&division=3.&title=2.&part=2.8.&chapter=9.&article=&goUp=Y

6 Source: State of California Department of Fair Housing and Employment website.
What type of behavior/action by landlords is prohibited?
California’s Fair Employment and Housing Act prohibits those engaged in the housing business – landlords, real estate agents, home sellers, builders, mortgage lenders, among others – from discriminating against tenants or homeowners.
Violations of the anti-discrimination law include the following:

- Refusal to sell, rent, or lease rooms, apartments, condos or houses to protected individuals
- Refusal to negotiate for the sale, rental, or lease of housing
- Representation that a housing accommodation is not available for inspection, sale, or rental when it is in fact available
- Denial of a home loan or homeowner’s insurance
- Cancellation or termination of a sale or rental agreement
- Policies, practices, terms, or conditions that result in unequal access to housing or housing-related services
- Offering inferior terms, conditions, privileges, facilities or services in connection with the housing accommodation
- Sexual harassment involving unwanted sexual advances or requiring sexual favors for housing rights or privileges
- Refusal to permit, at a disabled tenant’s expense, reasonable modifications when necessary to accommodate a disability
- Refusal to make reasonable accommodations in housing rules, policies, practices, or services where necessary to afford a disabled person equal opportunity to use and enjoy a dwelling
- Retaliation against someone filing a complaint
- Overly restrictive rules limiting the activities of daily life for families with children, including where children are allowed to play

Further, California Civil Code Section 1940.27 also prohibits harassment of tenants by landlords.

It is unlawful for a landlord to do any of the following for the purpose of influencing a tenant to vacate a dwelling:

- Engage in conduct that violates subdivision (a) of Section 484 of the Penal Code (Larceny).
- Engage in conduct that violates Section 518 of the Penal Code (Extortion).
- Use, or threaten to use, force, willful threats, or menacing conduct constituting a course of conduct that interferes with the tenant’s quiet enjoyment of the premises in violation of Section 1927 that would create an apprehension of harm

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7 Source: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=CIV&sectionNum=1940.2.
in a reasonable person. Nothing in this paragraph requires a tenant to be actually or constructively evicted in order to obtain relief.

- Commit a significant and intentional violation of Section 1954 (Hiring of Real Property).
- Threaten to disclose information regarding or relating to the immigration or citizenship status of a tenant, occupant, or other person known to the landlord to be associated with a tenant or occupant. This paragraph does not require a tenant to be actually or constructively evicted in order to obtain relief.
- A tenant who prevails in a civil action, including an action in small claims court, to enforce his or her rights under this section is entitled to a civil penalty in an amount not to exceed two thousand dollars ($2,000) for each violation.

Additionally, State of California Government Code 12955 makes it unlawful:

(a) For the owner of any housing accommodation to discriminate against or harass any person because of the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information of that person.

(b) For the owner of any housing accommodation to make or to cause to be made any written or oral inquiry concerning the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, disability, veteran or military status, or genetic information of any person seeking to purchase, rent, or lease any housing accommodation.

(c) For any person to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a housing accommodation that indicates any preference, limitation, or discrimination based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information or an intention to make that preference, limitation, or discrimination.

(d) For any person subject to the provisions of Section 51 of the Civil Code, as that section applies to housing accommodations, to discriminate against any person on the basis of sex, gender, gender identity, gender expression, sexual orientation, color, race, religion, ancestry, national origin, familial status, marital status, disability, genetic information, source of income, veteran or military status, or on any other basis prohibited by that section. Selection preferences based on age, imposed in connection with a federally approved housing program, do not constitute age discrimination in housing.
(e) For any person, bank, mortgage company, or other financial institution that provides financial assistance for the purchase, organization, or construction of any housing accommodation to discriminate against any person or group of persons because of the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information in the terms, conditions, or privileges relating to the obtaining or use of that financial assistance.

(f) For any owner of housing accommodations to harass, evict, or otherwise discriminate against any person in the sale or rental of housing accommodations when the owner’s dominant purpose is retaliation against a person who has opposed practices unlawful under this section, informed law enforcement agencies of practices believed unlawful under this section, has testified or assisted in any proceeding under this part, or has aided or encouraged a person to exercise or enjoy the rights secured by this part. Nothing herein is intended to cause or permit the delay of an unlawful detainer action.

(g) For any person to aid, abet, incite, compel, or coerce the doing of any of the acts or practices declared unlawful in this section, or to attempt to do so.

(h) For any person, for profit, to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, ancestry, disability, genetic information, source of income, familial status, veteran or military status, or national origin.

(i) For any person or other organization or entity whose business involves real estate-related transactions to discriminate against any person in making available a transaction, or in the terms and conditions of a transaction, because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, source of income, familial status, disability, veteran or military status, or genetic information.

(j) To deny a person access to, or membership or participation in, a multiple listing service, real estate brokerage organization, or other service because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, ancestry, disability, genetic information, familial status, source of income, veteran or military status, or national origin.

(k) To otherwise make unavailable or deny a dwelling based on discrimination because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, source of income, disability, genetic information, veteran or military status, or national origin.

(l) To discriminate through public or private land use practices, decisions, and authorizations because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, genetic information.
information, national origin, source of income, veteran or military status, or ancestry. Discrimination includes, but is not limited to, restrictive covenants, zoning laws, denials of use permits, and other actions authorized under the Planning and Zoning Law (Title 7 (commencing with Section 65000)), that make housing opportunities unavailable.

**Enforcement of State of California Protections**
Tenants should contact the Department of Fair Employment and Housing (DFEH), the entity responsible for enforcing state fair housing laws, when violations occur. The process for filing a housing discrimination complaint is described on the DFEH website. The tenant may also sue the landlord in small claims court or California Superior Court. The State of California Department of Real Estate published California Tenants – A Guide to Residential Tenants’ and Landlords’ Rights and Responsibilities in September 2020. This provides detailed information regarding the rights and responsibilities of the tenant and landlord in the State of California.

**Local Laws Designed to Prevent Tenant Harassment by Landlords**
Some California cities have enacted local laws that provide protections for tenants from landlord harassment. Attachment 1 provides a summary of elements from local ordinances in the cities of San Francisco, Oakland, Berkeley, Long Beach and Emeryville.

As with federal and State law, these local laws allow for a civil action as an enforcement tool, including prohibitions of landlord behavior that are comparable to state and federal protections and may include additional punitive damages. They do not preclude tenants from pursuing legal action related to state and federal protections.

**Support for Concord Tenants**
Tenants in Concord currently have the ability to enforce their rights under Federal and State law, and the City has contracted with ECHO to provide tenants with educational and legal assistance.

**Financial Impact**
There is no financial impact to tonight’s action.

**Public Contact**
Notice of this meeting has been posted. Notice was sent by e-mail to 363 individuals and agencies on the housing interested parties list on August 9, 2021, and on September 20, 2021.

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8 Source: https://www.dfeh.ca.gov/housing/
9 Source: https://landlordtenant.dre.ca.gov/resources/guidebook/index.html
Attachments
1. Summary of California Local Ordinances
2. Correspondence
The following is a summary of various local ordinances that address tenant harassment:

What are the anti-harassment laws in the City of San Francisco?
The San Francisco Rent Ordinance (S.F. Cal., Rent Ordinance § 37.10B) prohibits landlords from doing the following:

- Interrupt, terminate, or fail to provide housing services required by contract or by state, county or local housing, health or safety laws; Fail to perform repairs and maintenance required by contract or by state, county or local housing, health or safety laws;
- 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;
- Abuse the landlord’s right of access into a rental housing unit as that right is provided by law;
- Influence or attempt to influence a tenant to vacate a rental housing unit through fraud, intimidation or coercion;
- Attempt to coerce the tenant to vacate with offer(s) of payments to vacate that are accompanied with threats or intimidation;
- Threaten the tenant, by word or gesture, with physical harm;
- Violate any law that 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;
- Interfere with a tenant’s right to quiet use and enjoyment of a rental housing unit as that right is defined by California law;
- Refuse to accept or acknowledge receipt of a tenant’s lawful rent payment;
- Refuse to cash a rent check for over 30 days;
- Interfere with a tenant’s right to privacy;
- Request information that violates a tenant’s right to privacy, including but not limited to residence or citizenship status or social security number;
- 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.

1 Source: https://sfrb.org/rent-ordinance
Tenants who are harassed by their landlord can file a civil lawsuit against their landlord for damages and for an injunction to stop the behavior. Where the tenant can prove harassment, the landlord will be assessed a statutory penalty of $1,000.00 for each instance of harassment and may be subject to criminal penalties. The tenant can also seek an award of three times (treble damages) their emotional distress and out-of-pocket damages. Punitive damages and attorney fees are provided for under the ordinance.

What are the harassment laws in the City of Oakland?
Under Oakland’s Tenant Protection Ordinance2 (Oakland, Cal., Mun. Code § 8.22.600) landlords shall not do the following:

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;
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 that 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

2 Source: https://www.tobenerlaw.com/oakland-rent-control/?now-pocket=1
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;

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. Oakland, Cal., Mun. Code § 8.22.640.

Oakland’s TPO also prohibits retaliation by the landlord against the tenant for exercising their rights under the law and allows tenants to bring retaliation claims against the landlord in civil court.

Under the Oakland TPO, tenants must first comply with a notice requirement before they can pursue a civil remedy in court against their landlord if the tenant alleges a violation of 1, 2, 3, 10, 11, 12, or 13 listed above. Oakland, Cal., Mun. Code § 8.22.650. Tenants alleging a violation of those subsections must notify the property owner or their agent of the problem prior to filing a lawsuit. Id. And, in the case of 1, 2, 3, 11, or 12 listed above, the tenant must give fifteen (15) days from the notification for the owner to correct the issue.

Oakland provides for monetary damages against landlords found liable for harassment. Oakland, Cal., Mun. Code § 8.22.670. Attorney fees and costs, punitive damages, treble damages, and injunctive relief are all available under the ordinance.

What are the harassment laws in the City of Berkeley?
The City of Berkeley Tenant Protection Ordinance3 (Berkeley, Cal., Mun. Code § 13.79.060) prohibits landlord’s from doing any of the following:

- Influence, or attempt to influence a tenant to vacate a Rental Unit through fraud or intimidation, or through unauthorized physical acts;

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3 Source: https://www.cityofberkeley.info/Rent_Stabilization_Board/Home/Tenant_Protection_Ordinance.aspx
• 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;

• 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;

• 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;

• Abuse the limited right of access into a rental unit as established and limited by Civil Code 1954;

• 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;

• 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;

• Threaten to not perform repairs and maintenance required by contract, custom, or law, or threaten to do so;

• 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;

• 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;

• 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. Id.

Before a tenant can bring a claim in civil court for violation of certain subsections listed above, the tenant must first comply with the notice requirement to the property owner or the owner’s agent.
Landlords found to have violated the TPO can be liable for actual damages, attorney fees, treble damages, injunction, and an award of civil penalties in the sum of between $1,000 and $10,000 for each violation. The landlord may also be held liable for an additional penalty of up to $5,000 for each violation against any person who is disabled or elderly (age sixty-five or over).

What are the harassment laws in the City of Long Beach?

Under the Long Beach tenant harassment law, no landlord shall:

- Interfere with or fail to provide housing services required by state or federal law, or violate or threaten to violate Cal. Civil Code § 789.3 (i.e., utility shutoffs and illegal lockouts);
- Fail to perform timely repairs and maintenance required by contract or by federal and state laws; fail to complete repairs once undertaken; fail to follow appropriate industry protocols for the abatement of potentially harmful conditions or building materials; or conduct optional renovation or construction of a residential rental unit for the purpose of harassing a tenant;
- Abuse the right of access into a dwelling unit as established by Cal. Civil Code § 1954 – including, but not limited to, entries for inspections not related to necessary repairs or services; excessive number of entries – especially outside normal business hours; and misrepresenting the reasons for accessing a rental housing unit;
- Influence, coerce or threaten a tenant to vacate a unit through fraud and misrepresentation, which shall include threatening to report a tenant to the United States Department of Homeland Security;
- Threaten a tenant with physical harm – by word, gesture or in writing;
- Violate any law which prohibits discrimination based on race, gender, sexual preference, sexual orientation, ethnic background, nationality, religion, age, parenthood, marriage, pregnancy, disability, human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS), occupancy by a minor child, or source of income;
- Take any action to terminate a tenancy, or bring any action to take possession of a dwelling unit, based upon facts which the landlord has no reasonable cause to believe to be true or upon a legal theory which is invalid under the facts known to the landlord;
- Provide false written or verbal information regarding any protections the tenant is entitled to, including, but not limited to, asking or forcing a tenant to sign a new lease not in their native language;

⁴ Source: https://library.municode.com/ca/long_beach/codes/municipal_code?nodeId=TIT8HESA_CH8.101TEHA
• Refuse to acknowledge or accept a tenant’s lawful rent payment, refuse to cash a rent check for over 30 days after it is presented; fail to maintain a current address for delivery of rent payments; fail to maintain an online payment portal/fund transfer program active and without interruption; or otherwise violate Cal. Civil Code § 1962;

• Violate a tenant’s right to privacy, including, but not limited to, by requesting information about residence or citizenship status, protected class status, or social security number; release such information except as required or authorized by law; or request or demand an unreasonable amount of information from a tenant in response to a Reasonable Accommodation request;

• Communicate with the tenant in a language other than the tenant’s primary language for the purpose of intimidating or deceiving the tenant;

• Interfere with the right of tenants to organize and engage in activities for the purpose of mutual aid and protection; deny property access to tenant advocates; prevent tenant or tenant organization meetings in an appropriate space accessible under the terms of a Rental Agreement; or discourage distribution or posting in common areas of literature informing other tenants of their rights; or

• Repeatedly violate the covenant of quiet enjoyment of any person lawfully entitled to occupancy of a dwelling, especially to cause that tenant to vacate the dwelling or to surrender their rights to occupy the dwelling.

Long Beach tenants can sue for a variety of relief including injunction, monetary damages, attorney fees and costs, a civil penalty of at least $2,000, and any other relief the Court deems appropriate. If a tenant is over the age of 65 or disabled, a judge can award an additional $5,000 per violation.

What are the harassment laws in the City of Emeryville? Under the Emeryville Rent Ordinance5 (Emeryville, Cal., Mun. Code § 5-40.05) no landlord may do any of the following in bad faith:

• Interrupt, fail to provide, or threaten to interrupt or fail to provide any housing services under the rental agreement, including but not limited to utility services and other amenities and services agreed to by contract;

• Fail to perform repairs or maintenance required by contract or by state, county, or local housing, health, or safety laws;

• Fail to exercise due diligence to complete repairs and maintenance once undertaken, including the failure to follow industry-appropriate safety standards and protocols;

• Abuse or otherwise improperly use landlord’s right to access the property;

• Remove personal property of a tenant from the rental unit;

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5 Source: https://www.ci.emeryville.ca.us/1127/Eviction-Harassment-Ordinance
• Influence or attempt to influence a tenant to vacate the unit by means of fraud, intimidation, or coercion (including but not limited to threats based on immigration status);
• Offer payment or any other consideration, in return for a tenant vacating the unit, more often than once every six months;
• Threaten the tenant by word or gesture with physical harm;
• Interfere with the tenant’s right to quiet use and enjoyment of the rental unit;
• Refuse to accept or acknowledge receipt of lawful rent from the tenant;
• Refuse to cash a rent check for over 30 days;
• Interfere with the tenant’s right to privacy;
• Request information that violates the tenant’s right to privacy;
• Other repeated acts or omissions of such significance as to substantially interfere with or disturb the tenant’s comfort, repose, peace, or quiet enjoyment, and that cause, are likely to cause, or are intended to cause the tenant’s to vacate the unit; or
• Retaliate against the tenant for their exercise of rights under this chapter or state or federal law.

The Emeryville Rent Ordinance contains a private right of action for landlord violations. The tenant or the City may file a civil proceeding for monetary damages, injunctive relief or both against a landlord who engages in activities prohibited under this section. Emeryville, Cal., Mun. Code § 5-40.06.
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Erik Schnabel and I am a Concord ally. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Erik Schnabel
erikoschnitt@hotmail.com

Oakland, CA, California 94603
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Alyssa Kang and I am an ally of Concord tenants. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimid action and exploitation by abusive landlords. Thank you.

Alyssa Kang  
akang@nationalnursesunited.org

Oakland, California 94607
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is, Sheila Mason. I’m sending this email to ask that you make sure the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council considers the feedback and language that Concord tenants and community members have already sent you all. The previously proposed draft ordinance was a huge disappointment. Therefore, I ask that all of you ensure this new draft ordinance closes all loopholes for landlords by honoring tenant voices and legal experts.

It is wrong that Concord families have to worry about unethical landlords and property managers barging into their homes and threatening them, their family members, and visitors. Families with small children are living under tremendous stress and fear due to these attacks!

Everyone has the right to fair housing within a comfortable home environment. I ask you to take just a moment to look at your home life stability and reflect on right vs. wrong. If you are a believer in [right] then believe this…..God does not harass people; He stands at the door and knocks.

Do the right thing and end these ungodly acts!

Best regards,

mssmason8@gmail.com

Dublin, California 94568
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is ______ and I am a Concord [tenant/resident/landlord/worker/ally]. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Jean Tepperman
jeantepper@gmail.com

Berkeley, California 94703-1701
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is ______ and I am a Concord [tenant/resident/landlord/worker/ally]. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Diana Bohn
nicca@igc.org

Berkeley, California 94707
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is ______ and I am a Concord [tenant/resident/landlord/worker/ally]. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Rashid Patch
rashid_patch@yahoo.com

Oakland, California 94621
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is ______ and I am a Concord [tenant/resident/landlord/worker/ally]. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Elizabeth Wharton
bettywharton27@gmail.com

Oakland , California 94619
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is ______ and I am a Concord [tenant/resident/landlord/worker/ally]. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Vu Nguyen
vunguyen1332@gmail.com

Pomona, California 91767
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Nina Jorgensen and I am a Concord ally. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previously proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their homes and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation, and exploitation by abusive landlords. Thank you.

Nina Jorgensen
ninajorgensen3@gmail.com

Pleasant Hill, California 94523
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Virginia Madsen and I am a Concord resident who used to be a tenant. I am writing to ask that you close the loopholes in the new draft ordinance which allow harassment and intimidation by landlords. Please honor the tenants who have courageously spoken up on this repeatedly, and strengthen the new anti-harassment policy being drafted by the HED Committee and Concord City Council. The previous proposed draft ordinance did a huge disservice to Concord tenants, so please utilize the feedback given by Concord tenants and legal experts and do the right thing.

Thank you.

Virginia Madsen
madsenv@netzero.net

Concord, California 94520
From: Vanessa Pratt <info@email.actionnetwork.org>
Sent: Thursday, March 3, 2022 9:29 AM
To: City Clerk <cityclerk@cityofconcord.org>
Subject: March 7th HED Meeting: Protect Concord Tenants by Listening to Their Feedback for the Anti-Harassment Ordinance

City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Vanessa and I am a Concord worker and ally. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. We are asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Vanessa Pratt
vvpratt@gmail.com

Oakland, California 94609
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Millie Phillips and I am a minister working in Concord. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you ensure that this new draft ordinance closes all loopholes for landlords by honoring tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Millie Phillips
millie@workingeastbay.org

Oakland, California 94609
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Rebekkah Scharf and I am a Concord ally. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

scharf.rebekkah@gmail.com

Oakland, California 94606
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is ______ and I am a Concord [tenant/resident/landlord/worker/ally]. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

claudiajleung@gmail.com

Oakland, California 94606
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Sydney Ji and I am a Concord ally. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Sydney Ji
sydney.y.ji@gmail.com

Berkeley, California 94704
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Sharon Tseng and I am a Concord ally. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Sharon Tseng
sharonrtseng@gmail.com

San Francisco, California 94110
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Hana and I am a Concord ally. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords.

If the City of Concord is serious about protecting Concord tenants and families from harassment from unscrupulous landlords, it is critical that the Housing and Economic Development Committee and Concord City Council actually listen to the feedback that impacted residents have already given and implement the necessary changes for this new draft ordinance. Thank you.

Hana Zait
h_zait@yahoo.com
Oakland, California 94608
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Luis Ramos and I am a Concord resident. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Luis Ramos
luisdramos1996@gmail.com

Concord, California 94520
Misc Housing Info to Ponder

By George Fulmore, Monument Democratic Club

March 6, 2022

HOME OWNERSHIP BY CULTURE IN THE U.S.

As of the end of 2021, about 65 percent of U.S. households lived in homes they owned. For Concord, only about 55 percent of households live in homes they own.

Back to the nation as a whole, by culture, the percentages of homeownership are:

74% Non-Hispanic white
58% Asians
48% Latinx/Hispanic
43% Blacks

Many would argue that these percentages are locked in due to the accumulation of wealth being attained in the past by each group. Those with the most wealth are best able to ensure that their offspring attain home ownership. Those with the least wealth are the least able to help their offspring buy homes.

Overall, only about one in four in California who do not already own their home, can afford to buy a home these days, and that ratio gets worse in the Bay Area. This leads to the increasing wealth gap, as, nationwide, THE AVERAGE HOMEOWNER HAS A NET WORTH OF ABOUT $250,000, WHILE THE AVERAGE RENTER HOUSEHOLD HAS A NET WORTH OF ONLY ABOUT $6,000.

Another factor is that those who want to buy homes are often in competition with investors who want to buy homes to make money, not to live in them. This happens in roughly one in five sales of single-family homes these days. Investors get to depreciate the value of their rental properties, as if the value of the property were going down, when it is NOT!
A MYTH OF NEW-CONSTRUCTION “AFFORDABLE” HOUSING:

A recent article in the EB Times talks about a 66 unit town house development in Lafayette, where the builder, Lennar, has agreed to sell 10 of the homes to low-income households. There will be a drawing to pick the winners from those who have applied for the affordable homes and have qualified to be in the drawing. Sound good? It gets worse.

It turns out that 10 of the new homes will be sold to households making “modest” incomes, which is defined as up to $150,000 per year. There will be 3-bedroom homes that will sell for $525,000 to the households with “moderate” incomes and 2-bedrooms that will sell to these folks for $453,000. There will also be a monthly HOA fee to pay of $750 per month. This is considered “affordable?”

Two other homes of the 66 will be available for those making up to $110,000; two other for those making up to $66,000.

The article does not say how the developer is able to sell the 10 of 66 homes for less than the market value of the units? Do those buying the market-prices homes pay more?

The point here is to point out that when you hear that a new construction site, like that at the Naval Weapons Station, if housing is ever built there, keep in mind that what is considered “affordable” to some is certainly not considered “affordable” to others.

The average income of Concord households is a bit less than $100,000, but many in Concord do not make half of that; thus, most in Concord would in today’s world not be able to buy an “affordable” new home, as defined above.

THE MYTH OF BUILDING MORE HOMES WILL INCREASE THE SUPPLY OF AFFORDABLE UNITS:

I cringe when I hear someone say that California needs to build another 100,000 or so new housing units. For who? If the new units are unaffordable to most in California, what good does that do for those working-class households looking for affordable housing? Take The Grant, in Concord. It will open by the end of the year, adding more than 200 new apartments to the mix. But who can rent a one-bedroom for $3,000, or a two-bedroom for $4,000? Certainly not the average renter household in Concord. So what good does it do to build The Grant in Concord? It certainly does NOT increase the number of affordable housing units in Concord. It certainly will NOT bring down rents of current Concord rentals.

I’m hearing that a 2bd condo at the complex at Clayton Rd and Ellis St is now renting for $2,400. That structure was built more than 50 years ago!

TINY RENTAL HOMES PROJECT UNDER CONSTRUCTION IN HAYWARD:

125 300-square-foot tiny-home apartments are being built in Hayward by the non-profit Adobe Services of Fremont. The units are also being termed “mico-apartments.” The average size of
a studio apartment is about 600 square feet. Abode also will provide wrap-around services, including on-site social workers, case management, and classes and workshops for residents.

Much of the money for this project comes from the State of California Multifamily Housing Project fund. Rent from the tenants will help cover operating costs. Rents will be priced at about 30% of the renter’s income and will range from $300 to $1,400.

This project was approved by the City of Hayward in 2018. Construction is expected to be completed in summer 2023.

About half of the future tenants will be referred through Alameda County’s Coordinated Entry System, which selects tenants based on income, health conditions, disability status and current housing situation. The rest will be chosen by a lottery.

The apartments will be about a mile from Hayward’s 2-year-old Housing Navigation Center, which provides temporary housing for people experiencing homelessness. As of December, 153 people have gone through the center run by Bay Area Community Services, with 64% moving directly into permanent housing.

The 2019 Alameda County Point-in-Time count found that there were 372 unsheltered people living in Hayward. The total population of Hayward is about 160,000, compared with the 128,000 in Concord.

BILL TO INCREASE THE ANNUAL TAX CREDIT FOR RENTERS IN CALIFORNIA:

Kudos to City Council member Carlyn Obringer for suggesting, at a recent City Council meeting, that the City of Concord do all it can to encourage the passage of a bill that would increase the tax credit for renter households in California. Here is more about this bill:

California's tax credit for renters may increase to account for inflation after more than 40 years, according to state Sen. Steve Glazer's office. Glazer and others introduced Senate Bill 843, which would INCREASE THE CREDIT FROM $60 FOR SINGLE FILERS TO $500. FOR SINGLE PARENTS AND COUPLES WHO RENT, THE CREDIT WILL BE $1,000 IF THE BILL PASSES.

Renters are eligible if they are single and earn $43,533 or less or if they file jointly and earn $87,066 or less. Single parents would be eligible for the same credit as couples.

"We've treated renters like the doormat outside California's economic recovery house," Glazer said in a statement. "We cannot make an economic comeback without renters having their rightful place inside. Renters have waited 42 years for a modest level of fairness in our tax code. We can't make them wait any longer."

The bill has widespread bipartisan support with 43 co-authors. The credit has not been increased since 1979.
Almost 2.4 million renter households in California could benefit from the credit, according to an estimate by the state's Franchise Tax Board, which collects personal and corporate income taxes.

The renter's tax credit was established in 1972 and has increased just once, in 1979. Since then, median rent in the state has more than quintupled, according to Glazer's office.

LIVING ALONE:

Nearly 30 percent of American adults now live alone. This percentage is up from about 15 percent in 1960. One factor is that many Americans are marrying at later ages or not at all. Another is that many “committed” in a relationship prefer to live in separate homes. In any case, the percentage of Americans living alone is expected to continue to rise.

A problem can be finding affordable housing for a single person. An old adage reads, “Two can live as cheaply as one.” Obviously, two adults living together with two incomes can also afford more expensive housing than most living alone.
From: Michelle Queirolo <mqueirolo@centrolegal.org>
Sent: Monday, March 7, 2022 10:56 AM
To: City Clerk <cityclerk@cityofconcord.org>
Subject: March 7th HED Meeting: Protect Concord Tenants by Listening to Their Feedback for the Anti-Harassment Ordinance

City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Michelle Queirolo and I am a Concord worker and ally. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, in intimidation and exploitation by abusive landlords. Thank you.

Michelle Queirolo
mqueirolo@centrolegal.org

Oakland, California 94601
Dear Housing & Economic Development Committee Members,

My name is Ilaf Esuf and I serve as a Housing & Economic Policy Analyst for United Way Bay Area, an anti-poverty organization that supports low-income communities throughout the Bay Area region. As you are well aware, housing is a critical foundation for families’ economic stability. Thank you for listening to tenant feedback, understanding that their input is critical to informing policies that impact tenants. And thank you for prioritizing tenants’ rights and protections as we work to keep residents of Concord housed, without fear.

Overall, Concord’s anti-harassment draft ordinance, which incorporates much of the feedback previously provided by countless tenants, and housing advocacy organizations like ours, seems to support this goal. However, we are concerned about the ordinance’s lack of enforcement.

Given the lack of legal resources for tenants—especially those who are low-income—we urge the Committee to require landlords to pay attorney fees. This is critical to the effectiveness of the ordinance, which will remain largely symbolic if tenants’ attorney fees are not addressed as many tenants will not be able to afford private attorneys. A similar ordinance currently in place in Los Angeles holds the same issue of not acknowledging attorney fees. Consequently, many Los Angeles private attorneys refuse to take low-income tenants’ harassment cases, which adds to the burden placed on the city attorney who is then asked to intervene.

Please accept and affirm the draft ordinance with the provision that attorney fees will be made mandatory rather than discretionary, following the example set by many Bay Area cities (Oakland, Richmond, Berkeley). Please change “may” to “shall” in the Remedies & Penalties section to read:

“The court shall award reasonable attorneys’ fees and costs to a tenant who prevails in any such action.”

This change is significant to ensuring tenants are actually protected by this ordinance in practice. Thank you for supporting Concord’s low-income tenants.

Sincerely,
Ilaf Esuf
Housing and Economic Policy Analyst

United Way Bay Area
uwba.org
San Francisco, CA 94108
My name is Veronica Rubalcaba, and I am a renter living in Concord, District 3; Mayor Dominic Aliano represents my district. It is great to see that this revised draft ordinance is stronger than the original.

The harassment from the property manager and the maintenance man is unbearable and traumatizing for my children, who feel as though they are in jail.

My two young children are not allowed to play outside. The person who manages our building keeps an eye on us 24 hours a day. If my child goes out, I receive a call immediately notifying me that we only pay rent for the apartment, not the outside area, that nobody is allowed outside, and that the kids must remain inside. Children must also not make noise.

Upon moving in, I was assured the children had a place to play. Our apartments are infested with bed bugs, and we're constantly being forced to toss our belongings and clothing, but we can't put them in the garbage. Maintenance personnel checks the cameras and dumpsters daily to ensure that no clothing is thrown away, and they will contact you if they see any.

Some people who live in my building work as landscapers and construction workers, and they cannot have tools in their trucks, so the maintenance person takes pictures of vehicles with tools or other items.

I strongly urge the committee to work with me and other victims of landlord abuse, who have dealt with landlord abuse without recourse for years, to draft and pass a strong anti-harassment ordinance that will protect tenants rather than shield abusive landlords.

We, low-income tenants, don't have the money to pay an attorney. Whether or not this ordinance proves to be an effective tool will depend on this.
Greetings, my name is Araceli Damian, and I live in Concord; I'm am a tenant in District 5, and my council member is Laura Hoffmeister.

We had never had any problems with the owners, however, as of December 2020, the owner decided to employ a manager and that is when our lives suddenly became a nightmare due to harassment from the manager. She created a contract in English, which we then interpreted by a lawyer. However, we were threatened to be evicted if we did not sign the agreements that we didn't understand. In January 2021, when we finally found an attorney, we learned that he was raising our rent illegally because a county moratorium prohibited rent increases. Also, at the same time, she wanted to make us pay $100 for gas service when all four units are sharing the same meter. We decided to form a tenants' union because of all these reasons and several repairs that needed to be done, such as a broken refrigerator, and I had been waiting for some time to have it repaired. My neighbor received an eviction for requesting repairs to his apartment.

My situation is as follows: I bring the rent payment to the office on the 3rd of each month, but the manager started sending me text messages indicating that they had not received the rent. After contacting my bank, I was told that the check had already cleared. I figured it was a mistake. I didn't give it much importance. Unfortunately, every month it's the same story, and I have to take pictures of me dropping off the check and the photos of the check, so I have proof that I am paying my rent on time. Although the Concord Housing Inspection is working with us, the harassment continues unabated.

Landlords or their unethical agents use many tricks to harm Concord families, so we need a strong ordinance with no loopholes for unethical landlords.

This version offers much more protection from the many forms of harassment that Concord residents have been experiencing. This bill would restrict these abusive behaviors, such as retaliating against tenants for organizing and neighbors for standing up for their rights.
From: Maria Velazquez <info@email.actionnetwork.org>
Sent: Monday, March 7, 2022 12:16 PM
To: City Clerk <cityclerk@cityofconcord.org>
Subject: March 7th HED Meeting: Listen to Tenant Feedback on the Anti-Harassment Ordinance & Consider the education of children who are tenants

City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Maria Velazquez and I am a Concord ally. I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. I am asking that you all ensure that this new draft ordinance closes all loopholes for landlord harassment by honoring tenant voices and legal experts. As elected officials, it is critical that you listen and take serious the experiences of Concord tenants who have fought, and continue to fight for a right to dignified housing. Addressing tenant harassment is a first step towards this, and as elected officials, it is your advocacy and vote in this direction that matters.

It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As an educational researcher, and Concord ally (who has worked in tenant right hotlines), I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. I also urge you to consider how protecting tenant families is also a way to support the education of children who are tenants. Housing instability impacts student achievement, student wellbeing (and that of their family), and has implications for schools. For example, educators and administrators in schools that have high mobility (including mobility related to housing insecurity) can face compounded demands in attending to students who are movers and nonmovers. This can result in reteaching, backtracking, and reduction in the pace of instruction to accommodate mobile students which can crowd out other educational reforms.

Please consider impacted tenants, their children, and education. Please take a critical step to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Maria Velazquez
mariavelazquez88@gmail.com
Byron, California 94514
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

I am emailing you to ask you to make sure that the new anti-harassment policy that is being drafted by the HED Committee and Concord City Council takes in the feedback and language that Concord tenants and community members have already sent you all. The previous proposed draft ordinance was a huge disappointment, so I am asking that you all ensure that this new draft ordinance closes all loopholes for landlords by honoring to tenant voices and legal experts. It is wrong that Concord families have to worry about unethical landlords and property managers barging in their home and threatening them and their family members and visitors. As your constituent, I am asking you to ensure that this new draft anti-harassment ordinance honors tenant and community language, in order to provide transparency. Impacted tenants need to have a voice in the critical policy that they themselves asked for in order to stop harassment, intimidation and exploitation by abusive landlords. Thank you.

Alyssa Kang
akang@nationalnursesunited.org
Oakland, California 94607
Dear Concord City Councilmembers:

I am writing on behalf of East Bay Housing Organizations (EBHO) in support of a strong tenant anti-harassment ordinance in the City of Concord. There are families who have been threatened with guns, children afraid to sleep at night because of unannounced intrusions by landlords and families being pushed out onto the streets even though they pay their rent on time. A strong ordinance with no loopholes for unethical landlords is needed.

We appreciate that the staff incorporated most of the feedback that tenants and their advocates had submitted. This version offers much more protection from the many forms of harassment that Concord residents have been experiencing. This draft would restrict these abusive behaviors: 1) Removing or interrupting key housing services, like heat, lighting, hot water, laundry services, parking spots, janitorial services, and maintenance, 2) Making unilateral changes in the terms of tenancy without any agreement by the tenant, 3) Limiting excessive entries by the landlord, 4) Using false information or misrepresentation to entice a tenant to vacate, 5) Failing to provide a receipt for payment of rent, and 6) Retaliating against tenants for organizing themselves and neighbors for standing up for their rights.

But there is one fatal flaw in this ordinance: it undermines enforcement. This draft ordinance does not mandate that attorney’s fees get covered. This will make it impossible for low-income tenants to find private attorneys to take their case and defend themselves against harassment. The only way for the attorney to get compensated is to have the culpable landlords pay the attorney fees. We have seen in Los Angeles, where their ordinance also did not mandate attorney’s fees, that no private attorneys are taking cases of low-income tenants experiencing harassment. So, tenants have been asking their city attorney to intervene and take their cases. To make this ordinance truly meaningful and useful to tenants, it is imperative that this attorney’s fees be mandatory and not discretionary. We urge the Committee to change one single word: Change “May” to “Shall” in the Remedies & Penalties Section: The court SHALL award reasonable attorneys’ fees and costs to a tenant who prevails in any such action.” This one-word change makes a HUGE difference in whether this ordinance will be an effective tool for tenants.

Making it financially viable for private attorneys to take these cases will minimize the impact on the City’s time and resources. Otherwise, tenants will be approaching the city of Concord and asking for intervention to enforce this ordinance. Mandating that abusive landlords actually be responsible for attorney’s fees is part of making it costly to harass tenants.
We urge Concord to set a high moral standard and enact this stronger ordinance, with changes to make it enforceable! We all deserve to feel safe in our homes. This is an issue that the overwhelming majority of Concord residents care about. As we saw through overwhelming input last December, and through a poll that showed that 65% of likely voters supported an anti-harassment policy that protects tenants. We strongly urge the committee to accept this stronger version, with the addition of mandatory attorney fees to make it a truly useful tool for victims of abuse.

Thank you for your consideration.

Sincerely,
Rev. Sophia DeWitt
Program Director
EAST BAY HOUSING ORGANIZATIONS (EBHO)
510-663-3830 ext. 313 | sophia@ebho.org
538 Ninth Street, Suite 200 | Oakland, CA 94607

"Remember who you are and what you represent."— Mills College motto

"Human progress is neither automatic nor inevitable…Every step toward the goal of justice requires sacrifice, suffering, and struggle, the tireless exertions and passionate concern of dedicated individuals.” Rev. Dr. Martin Luther King, Jr.
City Clerk Joelle Fockler,

Dear Members of the Housing and Economic Development Committee and the Concord City Council,

My name is Rosina Shipman. I’m writing on behalf of Hope Solutions and Hope Solution’s Resident Empowerment Program (REP). We are call on the Housing & Economic Development Committee to take immediate action to provide Concord families with the tools we need to stay safe at home and say NO to unscrupulous landlords. Today in Concord there are families who have been threatened with guns, children afraid to sleep at night because of unannounced intrusions by landlords and families being pushed out onto the streets even though they pay their rent on time. There are many tricks used by unethical landlords to hurt Concord families, which is why we need a strong ordinance with no loopholes for unethical landlords. We appreciate that the staff incorporated most of the feedback that tenants and their advocates had submitted. However, to make this ordinance truly meaningful and useful to tenants, it is imperative that this attorney’s fees be mandatory and not discretionary. We urge the Committee to change one single word:

• Change “May” to “Shall” in the Remedies & Penalties Section:
  o “The court SHALL award reasonable attorneys' fees and costs to a tenant who prevails in any such action.”

• This one-word change makes a HUGE difference in whether this ordinance will be an effective tool for tenants.

Please do not forget that this is an issue of racial and gender justice. For far too long in our history, women’s experience of harassment and abuse has been ignored and minimized. We finally have protections in the workplace. It is long overdue to have meaningful protections in one’s home. As a permanent supportive housing provider and community advocates we urge you to pass a strong anti-harassment ordinance that will actually protect vulnerable tenants, instead of shielding abusive landlords.

Thank you for your time!

Rosina Shipman
rshipman@hopesolutions.org
Pleasant Hill, California 94509
Dear Committee members,

I am writing to you today to encourage you to **create the strongest possible Tenant Anti-Harassment ordinance to forward to the full City Council.**

I applaud the Committee and city staff for listening to the community and revising the ordinance to be stronger. This current version offers significantly more protection from the many forms of harassment that Concord families have been experiencing, including some truly abusive behaviors from a small but significant minority of landlords.

However, there is one remaining issue to be addressed, which is **mandating** that abusive landlords must pay attorneys’ fees if they are found to be in the wrong. If this requirement is not incorporated into the ordinance, low-income tenants will not be able to find private attorneys who are willing to take the case and defend themselves against harassment. Without this requirement, Concord risks passing an ordinance that looks good on paper but has no real impact on your constituents’ lives. In contrast, if this attorneys' fees requirement is included, Concord’s reputation as an inclusive and welcoming committee will grow.

**For these reasons, we urge the City to change the word "May" to "Shall" in the Remedies & Penalties section: "The court SHALL award reasonable attorneys' fees and costs to a tenant who prevails in any such action."

Similar ordinances in other jurisdictions have proven highly effective in protecting both sides' legal rights while deterring unscrupulous and bad-faith actions by abusive landlords.

As the Senior Director of Ensuring Opportunity, a countywide campaign to create thriving communities, I coordinate the county's outreach program for the state’s Emergency Rental Assistance Program. In recent weeks, as the ERAP application deadline looms, I have received an increasing number of desperate calls from Concord residents -- mostly single mothers -- who are being forced out of their homes due to landlord harassment. It breaks my heart to receive these calls. While we do what we can to help individual families, what is really needed is a legal and systemic solution to provide protection to all families who are being harassed and who are facing eviction and potential homelessness as a result.

**Our community is counting on you to strengthen this ordinance by mandating attorneys' fees before advancing it to the full Council for consideration. I urge you to take that action today without further delay.**

Thank you for your vision and leadership on this issue.

Warm regards,

Mariana Moore, Senior Director

Ensuring Opportunity Campaign to End Poverty in Contra Costa

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Greetings,

My name is Saran Russell, I come from a family of general contractors and landlords in Oakland and San Francisco, and a member of Imani Community Church in Oakland.

My family has been a general contractor and landlord for over 20 years, and as a landlord we care for our tenant, we comply by the law, and we behave responsibly.

When I heard of abusive landlords getting away with neglecting repairs, turning off water, or, even, threatening tenants with eviction, or calling immigration simply because they know that there are no consequences for this behavior, I was upset, disappointed, and asked how is this even legal.

I am aware that in Concord there are families who have been threatened with guns, children afraid to sleep at night because of unannounced intrusions by landlords and families being pushed out into the streets even though they pay their rent on time.

So, as moral and ethical landlord, I believe and support:

1. That there should be more protections for tenants against harassment from shameless, unethical landlords

2. There should be more penalties for landlords who do not make timely repairs that about health and safety

3. There should be penalties for those who threaten to call ICE on tenants, or those who enter unannounced in tenant’s home without 24hr notice.

People deserve to feel safe free of harassment in their own homes, which is why we need a strong ordinance with no loopholes for unethical landlords. Therefore, I do not believe that anti-harassment policies will impact my ability to be a landlord or burden me in anyway.

Because of Concord’s weak anti-harassment ordinance, I am not encouraged to bring my business to a city that does not support our everyday citizens.

I am calling on Concord City Council/ The Elected Leaders to ask that they adopt a stronger ordinance.

We must protect renters who have been subject to unhealthy living conditions
Nobody should be intimidated into moving out of their homes, especially, NOW, in the middle of an ongoing pandemic
If we do not tolerate abuse and harassment at our workplace, why should we accept this treatment in our own home?
My faith has taught me to Love Thy Neighbor as Thy Self. Which means to me, love for neighbors means justice for everyone.

Thank you!

Saran O. Russell
saranrussell@gmail.com
There can be no love without justice“- Bell Hooks
Dear Concord City Council,

I want to thank you for all you do to help insure the safety, prosperity, and integrity of our city. Speaking on behalf of my Catholic parish, we greatly appreciate you.

I am very pleased to see the revised Anti-Harassment draft ordinance from the Housing and Economic Development Committee. Thank you to the Committee for incorporating many suggestions of rental tenants into the new draft.

One additional item needs to be incorporated into the draft for it to be made truly effective, however. This is the inclusion that if a tenant prevails in their use of the Anti-Harassment ordinance they shall be awarded reasonable attorney’s fees. Without this change in the ordinance, the small number of offender landlords are not likely to change their bad behavior, defeating the purpose of the ordinance.

Awarding reasonable attorney fees to the party that prevails is common in civil matters. To leave this out of an ordinance designed to defend those who are least able to pay an attorney would make render this ordinance ineffective and unjust.

Thank you very much for your consideration of this request.

Fr. Lawrence D’Anjou
Pastor
St. Bonaventure Parish
Concord, CA 94521

frdanjou@stbonaventure.net
Purpose

- Review the revised “Residential Tenant Anti-Harassment Protection” ordinance
- Receive public comment
- Recommend approval of a revised ordinance to the City Council
Background

- City Council referred issue to HED (6/21/21)
- HED received staff and stakeholder input (9/29/21)
- HED directed staff to draft ordinance for City Council consideration (10/6/21)
- City Council reviewed draft ordinance, requested additional stakeholder input and referred to HED (12/14/21)
Staff sent e-mail to tenant and property owner representatives on 1/14/22 requesting specific input

Requested proposed red-lined changes to the ordinance 2/4/22

Input received from Raise the Roof Coalition, Todos Santos Tenants’ Union and the CA Apartment Association is attached to the HED staff report
Revised Ordinance

- Attempts to balance City Council comments on 12/14/21, the stakeholders’ proposed changes to the ordinance and staff input

- A red-line to the 12/14/21 version is attached to the HED staff report to highlight changes since the City Council reviewed the draft ordinance
Proposed Ordinance Changes

19.50.010 – Purpose; Definitions; Citation.

- Added definitions of “housing services” and “rental unit” and modified “tenant” definition

- Provides greater clarity to the housing services provided in a lease
Proposed Ordinance Changes

19.50.020 – Prohibition of Residential Tenant Harassment

- Quiet Enjoyment – provides greater specificity to limit landlord access that harasses a tenant
- Access – requires enhanced communication from landlords regarding unit entries
- Forced Vacation – restricts removal of a housing service for the purpose of causing the tenant to vacate the unit
19.50.020 – Prohibition of Residential Tenant Harassment (continued)

- Misrepresentation – provides greater specificity to prohibit landlord misrepresentations as a means of causing the tenant to vacate a unit
- Rent Payments – addresses a tenant’s right to rental receipts and a tenant’s rights to make rent payments by various means
Proposed Ordinance Changes

19.50.020 – Prohibition of Residential Tenant Harassment (continued)

- Privacy – broadens the type of identification that can satisfy landlord’s request for identification
- Tenant Unions – adds greater specificity regarding a tenant’s rights to distribute literature and includes a restatement of tenant rights under California Civil Code Section 1942.6
Proposed Ordinance Changes

19.50.020 – Prohibition of Residential Tenant Harassment (continued)

- Other Acts – clarifies methods of communication between a landlord and a tenant.

- Other Acts – prohibits repeated acts or omissions by landlords of such significance as to interfere with the occupancy of the unit and cause the tenant to vacate or surrender the unit.
Proposed Ordinance Changes

19.50.030 – Landlord Retaliation Prohibited

- Clarifies section regarding landlord retaliation against a tenant for lawfully and peaceably exercising their legal rights
Proposed Ordinance Changes

19.50.040 – Remedies and Penalties

- Provides authority for tenants to collect financial damages and any other relief that the court deems appropriate in the event a court finds a landlord has violated the ordinance.
Next Steps

- Consider revised ordinance, receive public input at tonight’s meeting and provide direction to staff regarding HED’s recommendation of an ordinance to the City Council
Questions?