ORDINANCE NO. 164205

An Ordinance amending Chapter XV of the Los Angeles Municipal Code adding a new Article thereto to establish the Rent Escrow Account Program.

THE PEOPLE OF THE CITY OF LOS ANGELES

DO ORDAIN AS FOLLOWS:

Section 1. Chapter XV of the Los Angeles Municipal Code is hereby amended by adding a new Article 2 thereto to read as follows:

ARTICLE 2

SEC. 152.00. TITLE.

This Article shall be known as the Rent Escrow Account Program of the City of Los Angeles.

cited in Sylvia Landfield Trust v. City of Los Angeles No. 11-55904 archived on September 19, 2013

SEC. 152.01. GENERAL.

A. **Purpose.** It is the purpose of the provisions of this Article to provide a just, equitable and practical method, to be cumulative to and in addition to any other remedy available at law, to encourage compliance by landlords with respect to the maintenance and repair of residential buildings, structures, premises and portions thereof.

B. **Scope.** The provisions of this Article shall apply to all residential units in all existing buildings, structures, and premises which contain one or more rental units as defined in Section 151.02 of this Code.

C. **Responsibilities of the Commission.**

The Rent Adjustment Commission shall be responsible for carrying out the provisions of this Article.

It shall have the authority to issue orders and promulgate policies, rules and regulations to effectuate the purposes of this Article. All such rules and regulations shall be published once in a daily newspaper of general circulation in the City of Los Angeles and shall take effect upon such publication.

It may make such studies and investigations, conduct such hearings, and obtain such information as it deems necessary to promulgate, administer and enforce any regulation, rule or order adopted pursuant to this Article.

cited in Sylvia Landfield Trust v. City of Los Angeles No. 11-55904 archived on September 19, 2013

D. **Other Provisions of The Municipal Code Unaffected Hereby.** The provisions of this Article shall not be deemed to repeal by implication any other provision of the Los Angeles Municipal Code and the adoption hereof shall not be deemed to affect or diminish the power or authority of an officer or employee of the City to condemn, demolish, or repair any building or structure erected or maintained in violation of any provision of said Code. The application of the provisions of this Article shall not be construed as constituting ownership, operation, or management by the City of any building or otherwise creating an exemption for any rental unit from any provision of the Los Angeles Municipal Code.

E. **Separability of Provisions of this Article.** The City Council hereby declares that it would have adopted each

separate provision of this Article, regardless of the adoption of any other provision, and if any remedy provided for in this Article be held unavailable or limited in effect, such limitation shall not affect the application of any other provision of this Article.

F. Cumulative Nature of Remedies and Penalties. Unless otherwise expressly provided, the remedies and penalties provided by this Article are cumulative to each other and to the remedies or penalties available under law.

SEC. 152.02. DEFINITIONS.

The following words and phrases, whenever used in this Article, shall be construed as defined in this Section. Words and phrases not defined herein shall be construed as defined in Sections 12.03 and 151.02 of this Code, if defined therein.

cited in Sylvia Landfield Trust v. City of Los Angeles
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C.D.D.: The Community Development Department of the City of Los Angeles, or its successor.

COMMISSION: The Rent Adjustment Commission of the City of Los Angeles, or its successor.

DEPARTMENT OF B & S: The Department of Building and Safety of the City of Los Angeles, or its successor.

DEPARTMENT OF HEALTH: The Department of Health Services of the County of Los Angeles, or its successor.

FIRE DEPARTMENT: The Fire Department of the City of Los Angeles, or its successor.

INTERESTED PARTY: Any person, firm, corporation, partnership, or other entity listed in the title report as

having an interest in the real property or known to the Community Development Department as claiming an interest in the real property.

LANDLORD: An owner, lessor, or sublessor (including any person, firm, corporation, partnership, or other entity) who receives or is entitled to receive rent for the use of any residential unit, or the agent, representative, or successor of any of the foregoing.

PROOF OF COMPLIANCE: Documentation, on such form as the citing department may provide, that the deficiencies noted in the order or citation have been corrected. The Commission, by regulation, may specify the acceptable evidence for proof of compliance. The burden is on the landlord or the interested party to obtain and provide to the REAP Committee or C.D.D. any proof of compliance.

cited in Sylvia Landfield Trust v. City of Los Angeles No. 11-55904 archived on September 19, 2013

REAP: The Rent Escrow Account Program provided by this Article.

RESIDENTIAL UNIT: A unit rented or used for residential purposes in an existing residential building, structure, or premise which contains one or more rental units as defined in Section 151.02 of this Code.

TENANT: A tenant, subtenant, lessee, sublessee, or any other person entitled to use or occupancy of a residential unit.

UNTENANTABLE RESIDENTIAL UNIT: A residential unit shall be deemed untenantable for the purposes of this Article if it or the common area of the building, structure, or premises in

which it is located is the subject of one or more citations or orders and substantially lacks any of the affirmative standard characteristics set forth in California Civil Code section 1941.1:

1. Effective waterproofing and weather protection of room and exterior walls, including unbroken windows and doors.

2. Plumbing or gas facilities which conformed to applicable law in effect at the time of installation, maintained in good working order.

3. A water supply approved under applicable law, which is under the control of the tenant, capable of producing hot and cold running water, or a system which is under the control of the landlord, which produces hot and cold running water, furnished to appropriate fixtures, and connected to a sewage disposal system approved under applicable law.

4. Heating facilities which conformed with applicable law at the time of installation, maintained in good working order.

5. Electrical lighting, with wiring and electrical equipment which conformed with applicable law at the time of installation, maintained in good working order.

6. Building, grounds and appurtenances at the time of the commencement of the lease or rental agreement in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents

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and vermin, and all areas under control of the landlord kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin.

7. An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease or rental agreement, with the landlord providing appropriate serviceable receptacles thereafter, and being responsible for the clean condition and good repair of such receptacles under his control.

8. Floors, stairways, and railings maintained in good repair.

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SEC. 152.03. PRE-REVIEW PROCEDURES.

A. Referral to C.D.D. The Department of B & S, Fire Department or Department of Health shall refer to C.D.D. any building containing an untenantable residential unit no later than ten (10) working days after the earliest of the following:

1. The day after the expiration of the period allowed for compliance with an order or citation issued by the citing department where there has not been such compliance; or

2. Sixty (60) calendar days after the date such order or citation was issued.

. . .

The referral to C.D.D. shall contain the street address of the property, a description of the uncorrected deficiencies, the names and addresses of the landlord, any interested parties, any tenants as shown on the records of the citing department, the apartment number or address of each untenantable residential unit, and any other information as required by such regulations as the Commission may promulgate. The citing department shall specify that the noncompliance with the citation or order appears to render the building, or a portion thereof, untenantable. In any appeal, a referral shall not be invalidated solely because required information is not included, or is inaccurate or incomplete.

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B. **Notice of Eligibility.** Within ten (10) working days after receiving notification from the Department of B & S, Fire Department or Department of Health, C.D.D. shall give to the landlord a Notice of Eligibility to place the building into REAP.

The Notice of Eligibility shall provide written notification to the landlord of the eligibility of the building for placement into REAP and shall list the street address of the property, a description of the uncorrected deficiencies, the apartment number or address of each untenantable residential unit, and any other information required by such regulations as the Commission may promulgate. The Notice of Eligibility shall specify a date and time, not less than fourteen (14) nor not more than thirty (30) calendar days from the date of the notice, at which the landlord may

appear for a Formal Conference before the General Manager of C.D.D., or a designee of the General Manager. The Notice of Eligibility shall also state that if the building is placed into REAP, the City shall establish an escrow account for the deposit of monthly rent payments, with a non-refundable administrative fee of $50.00 per individual rent payment, and that costs shall be disallowed with respect to rent increases pursuant to Section 152.09 of this Article.

C. **Manner of Giving Notice.** The notice described in this Section shall be given in writing and may be given either by personal delivery thereof to the landlord or by deposit in the United States mail in a sealed envelope, postage prepaid, addressed to the landlord at the address known to the citing department or C.D.D., or as shown on the last equalized assessment roll if not known. Service by mail shall be deemed to have been completed at the time of deposit in the United States mail. The failure of any landlord or other person to receive such notice shall not affect in any manner the validity of any of the proceedings taken thereunder. Proof of giving any such notice may be made by a declaration signed under penalty of perjury by any employee of the City which shows service in conformity with this Section.

D. **Formal Conference.** At the Formal Conference, and in accordance with any regulations which the Commission may promulgate, the landlord may demonstrate that the deficiencies have been corrected, that the landlord has obtained the necessary permits and has substantially commenced the work

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necessary to abate the deficiencies, or that the building does not come within the scope of this Article. Prior to the date specified in the Notice of Eligibility, the landlord, in lieu of or in addition to the personal appearance provided for in this Subsection, may submit to C.D.D. written information upon a form and with the number of copies prescribed by C.D.D. Such submissions shall be accompanied by a declaration stating that the information is true and correct.

The General Manager, or the designee of the General Manager, shall provide a written report concerning the eligibility of a property for REAP to the REAP Committee within five (5) working days of the Formal Conference or the date set for the Formal Conference where no conference is held.

cited in Sylvia Landfield Trust v. City of Los Angeles No. 11-55904 archived on September 19, 2013

SEC. 152.04. REAP COMMITTEE.

A. **Formation.** The General Manager of C.D.D., the General Manager of the Department of B & S, and the Chief Engineer of the Fire Department, or their designees, shall comprise the REAP Committee. The Director of the Department of Health, or such Director's designee, may also participate in the activities of the REAP Committee, although such participation shall not include the ability to vote. The REAP Committee shall meet as often as is necessary to perform its duties. Two voting members shall constitute a quorum for purposes of conducting a meeting, and the decisions of the REAP Committee shall be determined by a minimum of two votes. The General

Manager of C.D.D. shall designate C.D.D. employees to furnish staff support to the REAP Committee.

B. **Duties.**

1. **Review Process.** The REAP Committee shall receive the report of the General Manager of C.D.D. with respect to each building for which a Notice of Eligibility was sent to the landlord, including the results of the Formal Conference, if any. The REAP Committee shall review each building with respect to its suitability for inclusion in REAP. The REAP Committee shall complete its review within ten (10) working days of its receipt of the report of the General Manager of C.D.D., unless additional time is necessary. In such event, the time for review shall be extended only so long as is reasonably necessary and only in accordance with such regulations as the Commission may promulgate. At the completion of the review process, the REAP Committee shall vote for one of the following options:

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a. **Acceptance.** If the REAP Committee determines that a building meets each of the findings set forth in Subsection C of this Section, then the REAP Committee shall vote to accept the building into REAP.

b. **Rejection.** If the REAP Committee determines that a building does not meet all of the findings set forth in Subsection C of this Section, including that the affected rental units are not residential

units as defined in this Article, then the REAP Committee may vote to reject a building for inclusion into REAP . Where a building is rejected, C.D.D. shall notify the landlord, any interested parties, any tenants known to C.D.D., and, where the tenants are unknown to C.D.D., to the occupants of the building that the building is not included in REAP at that time. The notice shall state the reasons for the rejection and shall state that such rejection does not relieve the landlord of criminal or civil liability under any other provisions of the law, and, where appropriate, that the building may be placed into REAP at a future date.

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c. Suspension of Consideration. If the REAP Committee determines that a building does not meet all of the findings set forth in Subsection C of this Section because work has commenced or been completed to correct the deficiencies, and the citing department has not yet issued proof of compliance, then the REAP Committee may vote to suspend consideration of the building. However, the REAP Committee shall specify a date, not later than the time reasonably necessary for the landlord or interested party to complete the work and obtain the proof of compliance, at which time the REAP Committee shall reconsider the eligibility of the building for REAP. The requirements of Section

152.03 shall not be applicable to such reconsideration.

Upon such suspension, C.D.D. shall notify the landlord, any interested parties, any tenants known to C.D.D., and, where the tenants are unknown to C.D.D., to the occupants of the building that the building is not included in REAP at that time. The notice shall state the reasons for the suspension and shall state that such suspension does not relieve the landlord of criminal or civil liability under any other provisions of the law. The notice shall also specify the date that the REAP Committee will reconsider the eligibility of the building for REAP unless the REAP Committee is provided with proof of compliance prior to such date.

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2. **Application for Release of Funds.**

a. At any time during a building's participation in REAP, a landlord, any interested party, and any creditor, including any utility, contractor, or subcontractor, whose debt arose from the purchase, repair, maintenance, or operation of the building may apply to the REAP Committee for a release of funds from the escrow account. The REAP Committee shall review such applications and, where the landlord concurs, may order the release of funds from the escrow account where it has been demonstrated to the satisfaction of the REAP

Committee that such release is necessary to prevent a significant diminution of an essential service to the building, including utilities, or is necessary for the correction of the deficiencies. Where specifically ordered by a court, the REAP Committee shall order the release of funds from the escrow account irrespective of concurrence by the landlord.

b. The REAP Committee shall deny the application where it determines that the application for payment of the debt is intended, in whole or in part, to circumvent the provisions of this Article. A debt incurred subsequent to notice to such creditor that the building was under consideration for or had been selected for participation in REAP, shall be presumed, subject to rebuttal, to be for the purpose of circumventing the provisions of this Article.

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C. **Findings.**

In reviewing whether a building should be included in REAP, the REAP Committee and the City Council shall find that each of the following factors exists:

1. The building contains one or more untenantable residential units as the result of the deficiencies noted in the citation or order; and

2. The landlord has refused or has consistently failed to correct the deficiencies.

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SEC. 152.05. DUTIES OF THE COMMUNITY DEVELOPMENT DEPARTMENT.

C.D.D. shall have the following duties upon the instruction of the REAP Committee:

A. **Determination of Interested Parties.** C.D.D. shall obtain a title report from the Division of Real Estate, Bureau of Engineering, Department of Public Works, City of Los Angeles, or from any other source available to C.D.D. The report of interested parties shall list all persons on the records of the County Recorder as having an ownership interest or liens or encumbrances or other interests in the real property on which the building is located, in addition to any other interested party known to C.D.D.

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B. **Contact with Tenants.** C.D.D. may contact the tenants of any building during or after review. Such contact may be in person or by mail or by both, and C.D.D. may contract with other persons or organizations to carry out this activity. During such contact, the tenants shall be informed of the principal provisions of REAP, of the mechanism for payment into the escrow account by tenants of untenantable residential units where the building is accepted into REAP, and of their legal rights with respect to eviction under the provisions of this Article and the Rent Stabilization Ordinance.

The specific responses of tenants and any information in a form which is identifiable to any individual tenant shall not be a public record and shall not be disclosed to the landlord, any interested party, or the general public.

C. **REAP Trust Fund.** C.D.D. shall establish and maintain the REAP Trust Fund in accordance with the provisions of this Article.

SEC. 152.06. ACCEPTANCE INTO REAP.

A. **Notice of Preliminary Acceptance.** Within ten (10) working days of the acceptance by the REAP Committee of a building into REAP, C.D.D. shall mail notification of the preliminary acceptance to the landlord as identified in the title report, any creditors of the landlord known to C.D.D., the Los Angeles Department of Water and Power, any interested parties, all tenants in the building who are known to C.D.D., and the occupants of each untenantable residential unit.

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The Notice of Preliminary Acceptance shall state that the property, subject to final approval by the City Council, has been accepted into REAP and shall state the following:

1. The street address and the rent registration number, if any, of the property;

2. A description of the uncorrected deficiencies;

3. Which residential units in the building are eligible for payment into the escrow account.

4. The proposed date upon or after which an escrow account shall be established into which tenants of untenantable residential units may deposit their rent in lieu of payment to the landlord;

5. That a non-refundable administrative fee of fifty dollars ($50.00) per residential unit per monthly rent

payment shall be collected by the City from the escrow account;

6. The date, if no appeal is filed, on which the City Council will consider by resolution whether to approve the acceptance of the building into REAP; and

7. The right of the landlord or other interested party to appeal the determination of the REAP Committee to accept the building.

B. **City Council Approval Of Acceptance.**

1. The City Council by resolution may accept a building into REAP, adopting the determination of the hearing officer, or the REAP Committee where no appeal is filed, and finding that each of the factors set forth in Section 152.04 C exists. The action of the City Council accepting a building into REAP shall be final, except as provided in Subdivision 2.

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2. The City Council may at any time, upon its own motion or the application of the REAP Committee or C.D.D., rescind the resolution of acceptance if it finds that the resolution is no longer necessary or appropriate.

C. **Notice of Acceptance.** Within ten (10) working days of the acceptance by the City Council of a building into REAP, C.D.D. shall mail notification of the acceptance to the parties entitled to notice under Subsection A of this Section.

The Notice of Acceptance shall state that the property has been accepted into REAP and shall state the following:

1. The street address and the rent registration number, if any, of the property;

2. A description of the uncorrected deficiencies;

3. Which residential units in the building are eligible for payment into the escrow account.

4. The date upon or after which an escrow account shall be established into which tenants of untenantable residential units may deposit their rent in lieu of payment to the landlord; and

5. That a non-refundable administrative fee of fifty dollars ($50.00) per residential unit per monthly rent payment shall be collected by the City from the escrow account.

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D. **Service of Notices.** The Notice of Preliminary Acceptance and the Notice of Acceptance shall be sent to each landlord and interested party by certified mail, postage prepaid, return receipt requested, at the address or addresses of such person as it appears on the last equalized assessment roll of the County or as known to C.D.D. If for any reason the certified letter is returned, whether undeliverable or refused, another copy of the letter shall be sent by first-class mail, postage prepaid. Service on other persons entitled to a notice may be sent by first-class mail, postage prepaid. In addition, a copy of the Notice of Preliminary Acceptance or the Notice of Acceptance shall be posted in a conspicuous place upon the building involved. The failure of any landlord or other person to receive such notice shall not

affect in any manner the validity of any proceedings taken thereunder.

E. **Declaration of Service.** The employee of C.D.D., upon giving notices as provided in this Section, shall make a declaration under penalty of perjury certifying to the date and manner in which such notice was given. Any receipt card which may have been returned to C.D.D. in acknowledgment of the receipt of such notice by certified mail shall also be filed with the declaration.

F. **Recording.** At the time that C.D.D. gives the notice described in Subsection C of this Section, C.D.D. shall file and record with the County Recorder of the County of Los Angeles a certificate legally describing the real property and stating that the subject building has been placed into REAP and that the owner thereof has been so notified. After the building has been removed from REAP, C.D.D. shall file and record with the County Recorder a certificate terminating the above-recorded status of the subject building. The Commission may, by regulation, provide for the reimbursement to C.D.D. from the escrow trust account for the fees and costs incurred.

cited in Sylvia Landfield Trust v. City of Los Angeles No. 11-55904 archived on September 19, 2013

SEC. 152.07. APPEALS.

A. **Appeal.** A landlord or interested party may appeal the determination of the REAP Committee. The request for a hearing must be filed within fifteen (15) calendar days after the mailing of the Notice of Preliminary Acceptance as provided for in Section 152.06 B, and such request shall be in

writing and filed in the Offices of C.D.D. upon a form and with the number of copies required by C.D.D. The landlord shall include a current list of all of the tenants in the building with the application. Each request for hearing shall be accompanied by a filing fee in the amount of fifty dollars ($50.00).

The request for hearing shall set forth specifically wherein the requesting party believes there was an error or abuse of discretion by the REAP Committee in the determination. Additionally, a request for hearing may be made based on new, relevant information which was not submitted to the REAP Committee or C.D.D. at the time of the original determination due to mistake, surprise, inadvertence or excusable neglect, and which information would have affected the determination of the REAP Committee if it had been submitted earlier.

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B. **Hearings.**

1. If a request for hearing is received by C.D.D. within the 15 day period, then the requested hearing shall be held by a hearing officer designated by C.D.D. within 30 calendar days of the receipt of the request. Notice of the time, date and place of the hearing shall be mailed by C.D.D. at least 10 calendar days prior to the hearing date to the landlord, any interested party, and all tenants of the subject building.

2. The hearing shall be conducted by a hearing officer designated by C.D.D. At the time of the hearing

the landlord, any interest party, or any tenant, or their representatives or counsel, may offer such documents, testimony, written declarations or evidence as may be pertinent to the proceedings. The burden of proof shall be on the appellants to demonstrate their cases by a preponderance of the evidence.

3. The REAP Committee, C.D.D., and the hearing officer may rely on the records of the citing departments as prima facie evidence of their contents. The REAP Committee, C.D.D., and the hearing officer shall be bound by the determination of the citing department as to the existence of any deficiencies or as to any proof of compliance.

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C. **Determination.**

1. A final decision shall be made by the hearing officer within 15 calendar days of the hearing.

2. The hearing officer may affirm, modify, or reverse the determination of the REAP Committee. The hearing officer shall find that each of the factors set forth in Section 152.04 C exists in affirming the acceptance of a building into REAP. The hearing officer may modify or reverse the determination of the REAP Committee only upon making written findings setting forth specifically either (i) wherein the action of the REAP Committee was in error or constituted an abuse of discretion, or (ii) there is new, relevant information which was not previously submitted either at the time of

the REAP Committee review or the Formal Conference due to mistake, surprise, inadvertence, lack of notice, or excusable neglect, which information supports such modification or reversal.

3. Within five (5) working days of receipt of the findings and determination from the hearing officer, C.D.D. shall mail a copy of same to the landlord, any interested party, all tenants, the representatives or counsels of such persons, and any other person who makes a written request. Where the determination is the acceptance of the building into REAP, C.D.D. shall forward a report, including the findings and determination, to the City Council within five (5) working days of the receipt of the findings and determination.

cited in Sylvia Landfield Trust v. City of Los Angeles No. 11-55984 archived on September 19, 2013

4. A determination that a building is accepted into REAP is subject to acceptance by the City Council. With respect to all other issues on appeal, the decision of the hearing officer is final.

SEC. 152.08. ESCROW ACCOUNT.

A. Within ten (10) working days of the acceptance by the City Council of a building into REAP, C.D.D. shall establish as part of the REAP Trust Fund an account for such building into which tenants of untenantable residential units of such building may deposit rent payments. C.D.D. shall mail notification to all such tenants of the existence of the

account, including an explanation of how payments may be deposited into the account. C.D.D. shall provide a receipt to each tenant making a deposit. C.D.D. shall provide, at least once a month, a periodic report to the landlord concerning the activity in such account. The records of such account shall be reasonably available to the landlord or any interested party, or their representatives, in accordance with such regulations, including the provision for payment of reasonable fees, as the Commission may promulgate.

B. The gross amount of payment made into the account by or on behalf of a tenant shall be deemed as a payment in the same amount to the landlord, including, but not limited to, for the purpose of determining whether a tenant has paid rent with respect to Section 151.09 A1 of the Los Angeles Municipal Code. In any action by a landlord to recover possession of a residential unit, the tenant may raise the fact of payments into REAP as an affirmative defense in the same manner as if such payments had been made to and accepted by the landlord.

cited in Sylvia Landfield Trust v. City of Los Angeles No. 11-55904 archived on September 19, 2013

C. If the dominant intent of the landlord in seeking to recover possession of a residential unit is retaliation against the tenant for exercising his or her rights under this Article or because of his or her complaint to an appropriate agency as to the tenantability of a residential unit, and if the tenant is not in default as to the payment of rent, including payments into REAP, then the landlord may not recover possession of a residential unit in any action or proceeding or cause the tenant to quit involuntarily.

D. C.D.D. shall deduct a non-refundable administrative fee of $50.00 for each individual rent payment made into the account. Only one such fee shall be deducted for each residential unit for each month.

E. The funds paid into the escrow account shall only be expended on the following items:

1. The non-refundable administrative fee provided under Subsection D of this Section.

2. Funds returned to the landlord where the landlord has provided C.D.D. with proof of compliance that the deficiencies have been corrected.

3. Funds paid in accordance with a court order.

4. Funds paid to the landlord, an interested party, tenant, creditor, utility, or other person or entity pursuant to an order of the REAP Committee or the Commission.

5. Funds paid in accordance with and pursuant to such regulations as the Commission may promulgate.

cited in Sylvia Landfield Trust v. City of Los Angeles No. 11-55904 archived on September 19, 2013

SEC. 152.09. DISALLOWANCE OF RENT INCREASES.

The cost of doing the work necessary to comply with any order or citation which resulted in the acceptance of a building, or a portion thereof, into REAP by the City Council shall be disallowed for any rent increase under Section 151.07 A1 of Article 1 of this Chapter.

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Sec. 2. **Operative Date.** The provisions of this ordinance shall become operative ninety (90) days from the date of publication.

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Sec. 3. The City Clerk shall certify to the passage of this ordinance and cause the same to be published in some daily newspaper printed and published in the City of Los Angeles.

I hereby certify that the foregoing ordinance was passed by the Council of the City of Los Angeles, at its meeting of NOV 23 1988

ELIAS MARTINEZ, City Clerk,

By _____, Deputy.

Approved DEC 2 1988

_____, Mayor.

Approved as to Form and Legality

LAJ 364021 12/6

NOVEMBER 9, 1988

JAMES K. HAHN, City Attorney,

By _____

GARY T. ROWSE, Deputy

File No. 87-1084-S2

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City Clerk Form 23