Beverly Hills City Council Disruptive Tenant Application Hearing Committee will conduct a Special Meeting, at the following time and place, and will address the agenda listed below:

CITY OF BEVERLY HILLS
Video Teleconference
Call in: (916) 235-1420 or (888) 468-1995
Participant Pin: 872120
Beverly Hills, CA 90210

Tuesday, June 9, 2020
1:00 PM

TELEPHONIC VIDEO CONFERENCE MEETING

Pursuant to Executive Order N-25-20 members of the Beverly Hills City Council and staff may participate in this meeting via a teleconference. In the interest of maintaining appropriate social distancing, members of the public can participate by listening to the Special Meeting at (916) 235-1420 or (888) 468-1195 (participant code 872120) and offer comment through email at mayorandcitycouncil@beverlyhills.org

AGENDA

1) Public Comment
   a. Members of the public will be given the opportunity to directly address the Committee on any item listed on the agenda.

2) Residential Hearing Regarding Dispute with Landlord Over Inability to Pay Rent Due to Financial Impacts of COVID-19

3) Adjournment

George Chavez
City Manager

Posted: June 5, 2020

A DETAILED AGENDA PACKET IS AVAILABLE FOR REVIEW AT WWW.BEVERLYHILLS.ORG

Pursuant to the Americans with Disabilities Act, the City of Beverly Hills will make reasonable efforts to accommodate persons with disabilities. If you require special assistance, please call (310) 285-1014 (voice) or (310) 285-6881 (TTY). Providing at least forty-eight (48) hours advance notice will help to ensure availability of services.
INTRODUCTION

Urgency Ordinance 20-O-2809 (Ordinance) provides temporary relief from the obligation to pay full rent to tenants who are adversely affected by COVID-19. Section 1 (1)(a) of the Ordinance provides that a landlord receives notice of a tenant’s inability to pay full rent within the meaning of the Ordinance if the tenant, within seven (7) days after the rent is due, notifies the landlord in writing of lost income or extraordinary expenses related to COVID-19 and the inability to pay full rent due to substantial financial impacts related to COVID-19, and within thirty (30) days after the date the rent is due, provides written documentation to the landlord to support the claim, using the form provided by the City.

On April 29, 2020, Sheldon S. Ellis (Tenant) executed the Residential Tenants Impacted by COVID-19 forms for his residential unit located at 417 ½ Shirley Place, Beverly Hills, CA 90212 (Attachment 1). The Tenant claims that pursuant to Section 1.1.g of the Ordinance, he has
Meeting Date: June 9, 2020

experienced a "material decrease of monthly income, the incurring of extraordinary expenses related to COVID-19, or any other circumstance which causes an unusual and significant financial impact on the tenant." The Tenant also provided as evidence emails commencing on April 29, 2020 and on April 30, 2020 between him and his landlord regarding notice of inability to pay rent (Attachment 2).

On May 2, 2020, the Tenant executed the Superseded Residential Tenants Impacted by COVID-19 form (Attachment 3). The Tenant claimed that he is financially impacted by the following: Lay-offs, loss of hours or other income reduction resulting from business closure or other economic or employer impacts of COVID-19. The Tenant states due to the impact of COVID-19 on the stock market and his income from investments in the stock market, that he can pay "nothing until I know what the effects of the substantial financial impacts related to COVID-19 will (be) on my future income." The Beverly Hills 2020 rent registration lists the Tenant’s rent as $2,351, as registered on December 13, 2019.

Pursuant to Section (1) (2) of the Ordinance, if a landlord disagrees with the residential tenant’s assertion regarding: (1) whether a substantial financial impact exists; (2) whether the substantial financial impact is related to COVID-19; or (3) the amount of rent that the tenant will pay, then the landlord shall notify the tenant of the disagreement in writing within ten (10) days of receipt of the written documentation from the tenant.

On May 4, 2020, Aron Kelman, the Landlord, served the Tenant with written notification of his disagreement/determination (Attachment 3). The Landlord states that the May 2, 2020 form should not be considered during this process because it was submitted late as it was submitted 32 days after the rent was due and it recites new reasons why the rent cannot be paid. The owner states that it sets a bad precedent by allowing tenants to submit an unlimited number of completed forms and extend the process beyond its intended time frame. He further states that it would create an undue hardship on landlords. The Landlord objects to the Tenant’s claim on the following three grounds: (1) whether a substantial financial impact exists; (2) whether the substantial financial impact is related to COVID-19; and (3) the amount of rent that the tenant will pay (Attachment 4).

The Urgency Ordinance provides in Section (1)(2) that the residential tenant may file a written appeal to the City within ten (10) days of receipt of the landlord’s written determination, and shall provide a copy of the appeal to the landlord. On May 12, 2020, the tenant served the Tenant Appeal Regarding Dispute with Landlord Over Inability to Pay Rent due to Financial Impacts of COVID-19 (Appeal) (Attachment 5). On May 14, 2020, the Rent Stabilization Division (RSD) deemed the Appeal complete. The Tenant lists the Landlord/Landlord Representative as Arkady Kelman.

The Notice of Hearing Regarding Dispute with Landlord Over Inability to Pay Rent Due to Financial Impacts of COVID-19 was mailed by first class mail to both the Tenant and the Landlord on May 29, 2020 and included the following: Notice of Hearing, Residential Tenant Impacted by COVID-19, Tenant Appeal Regarding Dispute with Landlord Over Inability to Pay Rent due to Financial Impacts of COVID-19 forms, Hearing Instructions and Ordinance NO. 20-O-2809 (Attachment 6).
Meeting Date: June 9, 2020

DISCUSSION

The City Council first enacted Urgency Ordinance 20-O-2805 on or about March 16, 2020. The Urgency Ordinance was later amended by Urgency Ordinance 20-O-2809 (Attachment 7). Section 2 of the Ordinance provides that the hearing procedures shall be established by the City Attorney. A copy of the Hearing Procedures for Appeals Regarding Landlord/Tenant Disputes for Non-Payment of Rent Due to Financial Impacts Related to COVID-19 have been provided to all parties (Attachment 8).

The Appeal shall be heard by the Standing Committee of the City Council appointed to hear disruptive tenant hearings or other members of City Council as designated by the Mayor, to make a final determination of the dispute. Final decisions of the Standing Committee are subject to judicial review filed pursuant to Section 1094.6 of the California Code of Civil Procedure.

The hearing shall be conducted in the manner deemed by the subcommittee to be most suitable to secure the information and documentation that is necessary to render an informed decision and to result in a fair decision without necessary delay. The hearing shall ordinarily proceed in the following manner, unless the subcommittee determines that some other order of proceedings would better facilitate the hearing:

1. A brief presentation by or on behalf of tenant, including tenant’s testimony and written documentation and testimony by others in support of Tenant’s Appeal.

2. A brief presentation by or on behalf of the landlord, including landlord’s testimony and written documentation and testimony by others in support of landlord.

3. A brief rebuttal by the Tenant.

The decision-making body shall establish equitable time limits for presentations at a hearing, with a minimum length of ten (10) minutes each for the tenant and landlord, subject to adjustments for translation and reasonable accommodation. A complete copy of the Hearing Rules and Procedures can be found at Attachment 8. All discussion during the hearing shall be recorded.

At the hearing, the parties may offer any documents, testimony, written declarations, or other evidence that is relevant to the Application. Formal rules of evidence shall not be applicable to such proceedings. The parties to a hearing shall have the right to seek assistance or representation from an attorney or anyone else. If the representative will be speaking on behalf of the party at the hearing, the party shall so advise the standing committee. The standing committee members may ask questions of the parties and any witnesses, and the parties may cross examine witnesses.

All evidence submitted by the tenant with the tenant’s COVID-19 notification form or COVID-19 Appeal Form will be provided to the decision-making body. Any supplemental documentation must be submitted to the decision-making body and the other party (landlord, or tenant, as applicable), at least two business days before the date of the hearing. Cross examination of witnesses shall be allowed immediately after each witness is called by a party to testify.
The burden of proof is on the landlord to prove by a preponderance of the evidence that the landlord's determination is correct. This means that the landlord must present relevant evidence that is more credible and convincing than the evidence presented by the tenant. Adequate evidence can be in the form of testimony, documents and authenticated written statements.

To take any action on the appeal, two (2) votes are required. Assuming there are two (2) votes, the City Attorney will memorialize the decision in writing for review and approval by the decision-making body. If there are not two (2) votes by the subcommittee, the Tenant’s appeal is granted, and Tenant’s determination stands. The decision-making body may recess the meeting to allow the City Attorney’s Office to complete the decision form for review and approval by the decision-making body. Staff will email or mail by regular mail the notice of decision to the landlord and tenant within two (2) business days of the issuance of the decision-making body’s written determination.

Susan Healy Keene, AICP
Approved By
ATTACHMENT 1
Residential Tenants Impacted by COVID-19

A. Temporary Moratorium on Evictions for Non-Payment of Rent by Residential Tenants Impacted by COVID-19

During the period of local emergency declared in response to COVID-19, a landlord in the City of Beverly Hills who is notified that a residential tenant cannot pay some or all of the rent temporarily due to substantial financial impacts related to COVID-19 shall not endeavor to evict a tenant for nonpayment of rent. To qualify for this assistance, the tenant must notify the landlord in writing within 7 days after the date the rent is due that the tenant cannot pay full rent. Furthermore, within 30 days after the date rent is due the tenant must provide written documentation to the landlord using this form.

Residential tenants shall use this form to notify landlords of the amount of rent that they can pay due to substantial financial impacts related to COVID-19. Residential tenants shall not be required to submit a new form for subsequent months unless the amount of rent that the tenant can pay changes. Please note that the Beverly Hills ordinance does not relieve the tenant from eventually paying the rent. All outstanding rent must be paid within one year after the expiration of the emergency.

B. Instructions

Submit this completed form and provide documentation to support your claim within 30 days after the date the rent is due to:

1) Your landlord or landlord's representative. You may use regular mail. You may also send by email or text if that is the method of written communication that has been used previously or if you and your landlord or landlord's representative have agreed to use email or text to correspond. If you would like an electronic version of this form, the electronic version can be found at beverlyhills.org/bhrent.

2) The City's Rent Stabilization Division at 445 Rexford Drive, Room 200, Beverly Hills, CA 90210, Tel (310) 285-1031, Email: bhrent@beverlyhills.org. You may use email or regular mail (only if email is not feasible and you provide notice to the City's Rent Stabilization Division by telephone).

Supporting documentation can include, but is not limited to, a written communication (including a text or email) from a household member's employer, proof that an employer is a closed non-essential business, recent pay stubs, or medical bills related to COVID-19. You may send photocopies, photos, or scans of documents.
April 29, 2020

Dear Mr. Arkady Kelman
   (Landlord or Landlord’s representative)

On March 16, 2020, the City of Beverly Hills declared a local emergency due to the COVID-19 pandemic and adopted an ordinance imposing a moratorium on evictions for failure to pay full rent due to substantial financial impacts related to COVID-19.

I am writing to provide documentation that I am unable to pay full rent due to the substantial financial impacts of COVID-19.

Tenant and Landlord Information

Residential Tenant’s Name: Sheldon S. Ellis
Address: 417 ½ Shirley Pl., Beverly Hills, CA 90212

Landlord’s/Landlord’s Representative Name: Arkady Kelman
Address: 417 Shirley Pl., Beverly Hills, CA 90212

Financial Impacts Related to COVID-19

My household has lost substantial income as a result of the following (check all that apply):

☐ Being sick with COVID-19 or caring for a household member who is sick with COVID-19.
☐ Lay-offs, loss of hours or other income reduction resulting from business closure or other economic or employer impacts of COVID-19 (including for tenants who are salaried employees or are self-employed).
☐ Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency.
☐ Extraordinary out-of-pocket medical expenses and/or other expenses related to COVID-19.
☐ Child care needs arising from school closures related to COVID-19.
☐ Other: ____________

A. “Defer,” Not “Avoid”

To begin, I am 87 years old. But, even at this advanced age, I understand that the Beverly Hills’ Urgency Ordinance imposing a moratorium on evictions (Moratorium) does not allow me to avoid rent payments. Instead, under certain conditions, it allows me temporarily to defer those payments.

Mr. Kelman, as you may know, the first sentence in Sec. 1.1.b of that Urgency Ordinance states, “Nothing in this Ordinance shall relieve the tenant of liability for
the unpaid rent, which the landlord may seek after expiration of the local emergency, and which the tenant must pay in full within one year of the expiration of the local emergency.”

B. “Substantial”

Mr. Kelman, as you also may know, the word, “substantial” is defined in Sec. 1.1.g of that Urgency Ordinance as “a material decrease of monthly income, the incurring of extraordinary expenses related to COVID-19, or any other circumstance which causes an unusual and significant financial impact on the tenant.”

So, wherever “substantial” or “substantially” appear in this completed form, they have that same definition.

C. Investments for Income

It is important to know that my life savings are invested for income, only, with [redacted] in a Trust Account for [redacted] as Trustee of [redacted].

It is this income that I used to pay for my monthly rent and the other necessities of life.

D. Account Statement

Following on page five is a true, complete, and correct copy of the Trustee’s Charles Schwab Trust Account Statement for March 1 - 31, 2020. As you will see, it clearly shows that, because of substantial financial impacts related to COVID-19, the value of my life savings investments was reduced due by more than one-third in just in that one month, alone!!

If the value of my life savings investments was so drastically reduced by those substantial financial impacts related to COVID-19, there can be no doubt that the levels of income from those investments will be far lower; at least for the foreseeable future.

This, because those same substantial financial impacts related to COVID-19 are usually of greater effect on income than they are on principal.

E. Decisions

So it is that I must now decide, and continue to do so until the Moratorium is rescinded, upon which part of my materially-reduced income is to be used to pay rent, and which part

Page Three of Six
of it is to be used to pay for all of the other necessities of life.

These are difficult decisions for me to make because my income has been so materially reduced, due to substantial financial impacts related to COVID-19.

Difficult decisions also because determination of the nature and extent of those substantial financial impacts related to COVID-19 is almost impossible.

F. Beverly Hills' Urgency Ordinance

However, my decisions in this regard have been made somewhat less difficult by the thoughtful and kind provisions of that Urgency Ordinance. Why? Because, in pertinent part, and under certain circumstances, those provisions allow me, at least temporarily, to defer paying my rent.

Therefore, if I do defer my rent payments until the Moratorium is rescinded, I can use my materially-reduced income to pay for at least part of the essentials of life, other than rent.

Nonetheless, just as soon as that Urgency Ordinance is rescinded, I plan to use all of my investment income then remaining and, if necessary, to go into my life savings investments, themselves, so I can timely to pay in full all of my deferred rent.

G. Conclusion

In sum, my income will be materially reduced due to substantial financial impacts related to COVID-19. Under those circumstances, and until it is rescinded, the Beverly Hills' Moratorium allows me to defer, but not to avoid, making rent payments.

Whilst I am deferring rent payments, I will use my materially reduced income to pay as much as I can for the essentials of life, other than rent.

Then, as soon as the Moratorium is lifted, I plan on paying for all of my deferred rent, on a timely basis.

Finally, Mr. Kelman, please know that your kind consideration of my Claim will be appreciated.

Notice of Confidentiality

Pursuant to the provisions in the last sentence in Sec. 1.1.a. of the aforementioned Urgency Ordinance, “Any medical or financial information provided to the landlord shall be held in confidence, and shall be used only for evaluating the tenant's claim.”
THIS PAGE REDACTED DUE TO CONFIDENTIAL INFORMATION

(Page Five of Six)
Amount of Rent That Can Be Paid Each Month

$ Nothing until I know what the effects of the substantial financial impacts related to COVID-19 have on my future income.

Signature and Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: April 29, 2020

Place of Signature: Beverly Hills, California

Signature: Sheldon S. Ellis Print: Sheldon S. Ellis

NO ACTION OF THE CITY RELIEVES A LANDLORD FROM COMPLYING WITH PROVISIONS OF STATE OR FEDERAL LAW RELATED TO THE EVICTION OF TENANTS FOR NONPAYMENT OF RENT OR OTHER FEES DUE TO IMPACTS RELATED TO COVID-19, OR IMPOSING CHARGES RELATED TO SUCH NONPAYMENT.
ATTACHMENT 2
Good day, Mr Kelman -

Thank you for your message of Apr 30, 2020, at 1:13 PM. Following is my reply to it.

Respectfully, at this time, I decline to furnish the documents first requested in your message. They are:

"1) Complete and correct copies of the Trustee's account Statements for February 1-29, 2020.
and April 1 - 30, 2020."

My reasons for declining to furnish those documents at this time are as follows.

First: The "substantial financial impacts related to COVID-19" upon me did not begin to occur until March, 2020. So, the Trustee's Statement for February 1 - 29, 2020, would not provide any relevant information.

Second: I do not have the Trustee's Statement for April 1 - 30, 2020.

Furthermore, and just as respectfully, at this time I decline to furnish the documents last requested in your message. They are:

"2) Complete and correct copies of Statements for February 1, 2020, through April 30, 2020, from any other financial accounts you own or you have interest in (i.e. bank accounts, investment accounts, trust accounts, or similar accounts.)"

My reason for declining to furnish those documents at this time is as follows.

The entire scope and purpose of Beverly Hills' Urgency Ordinance No. 20-0-2807 is to protect tenants from eviction because the substantial financial impacts upon them, caused by COVID-19, preclude them for having enough income to pay rent.

In adapting Urgency Ordinance No. 20-0-2807, the Beverly Hills City Council wisely did not concern itself about whether or not a tenant has enough assets to do so!

Thus, any information regarding financial accounts I own or have an interest in (i.e., bank accounts, investment accounts, trust accounts) is not relevant, either. This, because such financial accounts reflect my assets, not my income.

https://mail.beverlyhills.org/owa/bhrent@beverlyhills.org/?offline=disabled#path=/mail/inbox
Finally, Mr Kelman, please know that I very much appreciate your thoughtful and kind interest in my Claim. And, I hope you and your family are safe and well.

**Sheldon S. Ellis**

On Thu, Apr 30, 2020 at 1:13 PM Arkady Kelman wrote:

Mr. Ellis,

I am in receipt of your email and the attached Form. I understand these are unusual times and I am glad to hear that your health is not affected by COVID-19.

It is my understanding that you are requesting to pay “Nothing” for rent for foreseeable future.

As an attorney who practiced for over 30 years, you probably can appreciate how hard it is to understand if a person sustained “substantial” financial impact related to COVID-19 based only on a single monthly statement from a single Trustee’s Account.

Before I can respond to your attached Form, I would need the following additional information to better understand COVID-19’s impact on your overall financial situation:

1) Complete and correct copies of the Trustee’s Statements for February 1-29, 2020 and April 1-30, 2020.

2) Complete and correct copies of Statements for February 1, 2020 through April 30, 2020 from any other financial accounts you own or you have interest in (i.e. bank accounts, investment accounts, trust accounts, or similar accounts).

As you might be aware, the Urgent Ordinance gives me only 10 days to respond to your completed Form. In view of this deadline, kindly provide the requested information on or before May 7, 2020 to allow me time to review it and respond accordingly.

Thank you and please confirm receipt of this email.

Aron Kelman, 

On Wednesday, April 29, 2020, 07:04:30 PM PDT, Dr. Sheldon S. Ellis wrote:

https://mail.beverlyhills.org/owa/bhrent@beverlyhills.org/?offline=disabled#path=/mail/inbox
Again, good day -

I may have attached an unedited version of my completed Beverly Hills' Rent Moratorium Form to my just-previous message.

If that is the case, please disregard that attachment, and, instead, use the one attached to this message.

Finally, please acknowledge receipt of this message and its attachment by eMail to me.

Thanks . . .

Sheldon S. Ellis
Residential Tenants Impacted by
COVID-19

A. Temporary Moratorium on Evictions for Non-Payment of Rent by Residential Tenants Impacted by COVID-19

During the period of local emergency declared in response to COVID-19, a landlord in the City of Beverly Hills who is notified that a residential tenant cannot pay some or all of the rent temporarily due to substantial financial impacts related to COVID-19 shall not endeavor to evict a tenant for nonpayment of rent. To qualify for this assistance, the tenant must notify the landlord in writing within 7 days after the date the rent is due that the tenant cannot pay full rent. Furthermore, within 30 days after the date rent is due the tenant must provide written documentation to the landlord using this form.

Residential tenants shall use this form to notify landlords of the amount of rent that they can pay due to substantial financial impacts related to COVID-19. Residential tenants shall not be required to submit a new form for subsequent months unless the amount of rent that the tenant can pay changes. Please note that the Beverly Hills ordinance does not relieve the tenant from eventually paying the rent. All outstanding rent must be paid within one year after the expiration of the emergency.

B. Instructions

Submit this completed form and provide documentation to support your claim within 30 days after the date the rent is due to:

1) Your landlord or landlord’s representative. You may use regular mail. You may also send by email or text if that is the method of written communication that has been used previously or if you and your landlord or landlord’s representative have agreed to use email or text to correspond. If you would like an electronic version of this form, the electronic version can be found at beverlyhills.org/bhrent.

2) The City’s Rent Stabilization Division at 445 Rexford Drive, Room 200, Beverly Hills, CA 90210, Tel (310) 285-1031, Email: bhrent@beverlyhills.org. You may use email or regular mail (only if email is not feasible and you provide notice to the City’s Rent Stabilization Division by telephone).

Supporting documentation can include, but is not limited to, a written communication (including a text or email) from a household member’s employer, proof that an employer is a closed non-essential business, recent pay stubs, or medical bills related to COVID-19. You may send photocopies, photos, or scans of documents.
CLAIM FOR DEFERMENT OF RENT

This Claim for Deferment of Rent, dated May 2, 2020, Completely Supersedes and Thus It Replaces My Completed Form, dated April 29, 2020.

To: Arkady Kelman
   (Landlord or Landlord's representative)

On March 16, 2020, the City of Beverly Hills declared a local emergency due to the COVID-19 pandemic and adopted an ordinance imposing a moratorium on evictions for failure to pay full rent due to substantial financial impacts related to COVID-19.

I am writing to provide documentation that I am unable to pay full rent, due to the substantial financial impacts of COVID-19.

Tenant and Landlord Information
Residential Tenant's Name: Sheldon S. Ellis
Address: 417 ½ Shirley Pl., Beverly Hills, CA 90212

Landlord's/Landlord's Representative Name: Arkady Kelman
Address: 417 Shirley Pl., Beverly Hills, CA 90212

Financial Impacts Related to COVID-19
My household has lost substantial income as a result of the following (check all that apply):

- Being sick with COVID-19 or caring for a household member who is sick with COVID-19.
- Lay-offs, loss of hours or other income reduction resulting from business closure or other economic or employer impacts of COVID-19 (including for tenants who are salaried employees or are self-employed).
- Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency.
- Extraordinary out-of-pocket medical expenses and/or other expenses related to COVID-19.
- Child care needs arising from school closures related to COVID-19.
- Other.

According to the provisions in Beverly Hills’ Urgency Ordinance 20-O-2807, (Ordinance), I am entitled to defer payments of my rent.

Specifically, my entitlement is based upon at least the following-quoted provisions in the Ordinance.

Sec 1.1. - “A temporary moratorium follows on eviction for non-payment of rent by residential tenants substantially impacted by the COVID-19 crisis is imposed ...”
CLAIM FOR DEFERMENT OF RENT

This Claim for Deferment of Rent, dated May 2, 2020, Completely Supersedes and Thus It Replaces My Completed Form, dated April 29, 2020.

Sec. 1.1.c. - "... financial impacts related to COVID-19", include ... lost household income ... as a result of ... substantial income reduction resulting from ... economic impacts of COVID-19"

Sec. 1.1.g. - "...substantial" shall be defined as a material decrease of monthly income, ...

Following is my Declaration Under Penalty of Perjury dated May 2, 2020. It is respectfully submitted to provide sufficient facts to support my claim of entitlement to defer my rent payments.

Amount of Rent That Can Be Paid Each Month

Nothing until I know what the effects of the substantial financial impacts related to COVID-19 will on my future income.

Signature and Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 2, 2020

Place of Signature: Beverly Hills, California

(Electronically Signed - Ink-Signed Original is on File)

Signature: Sheldon S. Ellis
Print: Sheldon S. Ellis

Notice of Confidentiality

Pursuant to the provisions in the last sentence in Sec. 1.1.a. of the Ordinance, "Any medical or financial information provided to the landlord shall be held in confidence, and shall be used only for evaluating the tenant’s claim."

Page Two of Two
CLAIM FOR DEFERMENT OF RENT
This Claim for Deferment of Rent, dated May 2, 2020, Completely Supersedes and Thus It Replaces My Completed Form, dated April 29, 2020.

CITY OF BEVERLY HILLS
Rent Stabilization Division

Declaration Under Penalty of Perjury

I, the undersigned, a competent 87 year-old individual residing in Beverly Hills, CA, hereby declare under penalty of perjury according to the laws of the State of California as follows.

1. If called as a witness in any proceedings concerning the matters herein referred to, I could and would testify competently to the truthfulness of those matters.

2. Amongst the assets of my Trust were units of an Exchange Traded Note identified as "Were" because, on April 21, 2020, the Note was redeemed by its Maker. This, as a direct result of the financial impacts of COVID-19.

3. Concomitantly, the substantial monthly cash distributions from the Note that I received were stopped by the Maker; also as a direct result of the financial impacts of COVID-19.

4. Thus, I suffered a substantial, material decrease in my income directly resulting from the financial impacts of COVID-19.

The foregoing information is true, complete, and correct; and this declaration was signed by me in Beverly Hills, California, on May 2, 2020.

(Electronically Signed – Ink-Signed Original is on File)

______________________________
Sheldon S. Ellis
SHELDON S. ELLIS
Declarant

Page One of One
ATTACHMENT 4
Date: May 4, 2020

Hello, Mr. Ellis and Candice:

This is in response to Mr. Ellis’ email of May 2, 2020 at 9:20pm in which Mr. Ellis submitted a new completed Form (“Form 2”) intended to supersede the completed Form (“Form 1”) Mr. Ellis submitted on April 29, 2020.

Please consider the following:

**Part A – Form 2 was submitted late and should not be considered during this process**

According to Section 1, subsection 1(a) of the Urgency Ordinance (“Ordinance”) issued by the City of Beverly Hills (complete copy of the Ordinance is reproduced for ease of reference at the end of this letter under Section I):

> “landlord receives notice of a tenant’s inability to pay rent within the meaning of this Ordinance of the tenant ... within thirty (30) days after the date the rent is due provides written documentation to the landlord to support the claim, using the form provided by the City” (emphasis added).

Such “Form” (Form 1) was completed and timely submitted by Mr. Ellis on April 29, 2020. However, the Form 2, enclosed in Mr. Ellis’ email of May 2, 2020 reciting new reasons for not being able to pay any portion of rent, was submitted thirty-two (32) days after the date the rent was due. Unless instructed otherwise by the city’s representative, the Form 2 should not to be considered during this process as it was submitted late. I believe considering the Form 2 will create a dangerous precedent as it would allow tenant(s) to submit unlimited number of completed “Forms” and extend this process beyond its intended time frame. Furthermore, it would create undue hardship on the landlord(s) by forcing the landlord(s) to respond to every new completed Form submitted by the tenant(s).

**Part B – Landlord’s Response to Mr. Ellis’ Form 1**

According to Section 1, subsection 2 of the Ordinance:

> “If the landlord disagrees with the residential tenant’s assertion regarding: (1) whether a substantial financial impact exists; (2) whether the substantial financial impact is related to COVID-19; or (3) the amount of rent that the tenant will pay, then the landlord shall notify the tenant of the disagreement in writing within ten (10) days of receipt of the written documentation from the tenant” (emphasis added)

Mr. Ellis, please consider this as my written notification of my disagreement/determination regarding “(1) whether a substantial financial impact exists; (2) whether the substantial financial impact is related to COVID-19; or (3) the amount of rent that the tenant will pay”.

1
Since Form 1 was submitted on April 29, 2020, I submit that this written notification of my
disagreement/determination is being timely submitted with the allowed ten (10) days of receipt
of the Form 1.

My reasons for disagreement/determination are as follows:

**Part B(i) – the amount of rent that the tenant offered to pay is unreasonable**

In responding to the Form 1’s question “Amount of Rent That Can be Paid Each Month”, Mr.
Ellis stated “Nothing until I know what the effects of the substantial financial impact related to
COVID-19 have on my future income”. Basically Mr. Ellis offered to pay Zero ($0) rent for
foreseeable future.

I would like to bring everyone’s attention to a letter dated April 1, 2020 (“Letter”) addressed to
me from Mr. Ellis (a copy of the Letter is reproduced for ease of reference at the end of this letter
under Section II).

In the Letter, Mr. Ellis stated that COVID-19 has caused Mr. Ellis’ dividend to be “drastically
reduced.” Mr. Ellis further pointed out that a “landlord may be confronted with at least ten
months during which no rent is received!” Mr. Ellis also states “instead of even possibly losing
rent for so long, perhaps you would rather have a new Lease with me for a rental rate I can
afford, $1,650.00 per month?” Mr. Ellis even included a check in the amount of $1,650.00 to
show that he is willing and able to pay the reduced rent. It should be noted that the reduced rent
check was issued from the same account as previous rent checks since 2016 (account xxx). Copy
of the reduced rent check is not enclosed for privacy reasons but can be provided if requested.

As a 75 year old man, I rely on the rent I collect from tenants to cover the mortgage on the
building in which Mr. Ellis resides. I face a real threat of foreclosure if I do not collect enough
rent to help cover the mortgage on this building. As one can imagine, being told that I may
receive Zero ($0) rent for foreseeable future caused a lot of anxiety and panic to my wife and me.
After receiving the Letter, I spoke with Mr. Ellis and explained that I am unable to renegotiate
his lease but would be willing to discuss/consider other options in view of his situation.

Since Mr. Ellis already knew of his financial situation due to COVID-19 at the time he wrote the
Letter, I submit that it is unreasonable for Mr. Ellis to offer to pay Zero ($0) rent for foreseeable
future when he already stated that he “can afford” to pay “$1,650.00 per month” in his Letter.

**Part B(ii) – will address whether or not a substantial financial impact exists and whether
or not the substantial financial impact is related to COVID-19**

Mr. Ellis provided only one document with his Form 1 to support a substantial financial impact
related to COVID-19 (complete copy of the provided document is reproduced foe ease of
reference at the end of this letter under Section III). The provided document was a single page of
a Trust Account Statement for March 1-30, 2020 from (“Trust 1”).
(a) Referring to the March statement from Trust 1, Mr. Ellis stated that “because of substantial financial impacts related to COVID-19, the value of my life savings investments was reduced ... by more than one-third in just that one month, alone!!”

According to CNN.com’s business section, although March of 2020 was the worst month since 2008 for stock markets, Dow and S&P 500 both show April as their best monthly performance since 1987 (a copy of the article from CNN.com is reproduced for ease of reference at the end of this letter under Section IV).

To better understand COVID-19 impact on Mr. Ellis’ finances and in view of the gains reported during April, 2020, I requested a copy of April statement from Trust 1 as it is my belief that Mr. Ellis’s financial situation has improved since March of 2020. As of the date of this letter, no statement for April 2020 has been provided by Mr. Ellis and Mr. Ellis made no indication when or even if April statement will be provided in the future.

(b) When referring to income from Trust 1 (i.e., Trust 1 in Form 1), Mr. Ellis clearly states: “It is this income that I used to pay for my monthly rent and other necessities of life”.

As the landlord, I have been receiving rent checks from Mr. Ellis since 2016. After reviewing copies of these checks, I note that they are made from Trust (“Trust 2”) with an account ending with xxx5818. *Copies of the rent checks are not enclosed for privacy reasons but can be provided if requested.* The checks used to pay rent for over 4 years are clearly NOT from the Trust 1 as stated by Mr. Ellis.

We have to ask ourselves, why no documents were provided showing financial impact to Trust 2? Since no other documents were provided, it stands to reason that Trust 2 did not suffer any substantial financial impact due to COVID-19 and Mr. Ellis is able to continue paying at least some rent from Trust 2.

(c) When Mr. Ellis completed his Application to Rent in December of 2015, Mr. Ellis listed as having:
- an investment account from Trust (account ending with xxxxxx valued at $xxx
- a checking account from (account ending with xxxxxx valued at $xxx.

*Copy of the Application to Rent is not enclosed for privacy reasons but can be provided if requested.*

So far we know of at least 4 accounts (Trust 1 account ending with xxxxxx, Trust 2 account ending with xxxxxx, account ending with xxxxxx and account ending with xxxxxx). However, Mr. Ellis presented documents of financial impact to only Trust 1 account. Since no other documents were presented, it stands to reason that at least the other 3 accounts were not impacted by COVID-19.
(d) Mr. Ellis presented only one document showing a change in value in only one account from Trust 1. In addition to showing change in value, the provided March statement also shows that one or more transactions were made in the month of March in the amount of $\text{[redacted].} That means Trust 1 either sold or bought investment in the amount of almost $\text{[redacted].}

How do we know if the change in value is due to COVID-19 and not due to poor investment choices made during the month of March? Without additional documents, I submit that it is possible that the financial impact to Mr. Ellis’ account might be due to poor investment made during the month of March and not due to COVID-19.

(e) Further, in reviewing March statement for Trust 1, I would like to note that the name on the account is [redacted]. The March statement does not list Sheldon S. Ellis as being beneficiary/owner of the account in Trust 1. Unless additional documents are provided, it is not clear what is Mr. Ellis’ connection to Trust 1.

**Part C – Landlord’s Response to Mr. Ellis’ Form 2**

The following is submitted to address Form 2 if it is determined that Form 2 should be allowed to replace Form 1 despite being submitted beyond 30-day deadline.

In reviewing Form 2, it appears Mr. Ellis is no longer claiming that Trust 1 account #\text{[redacted]} suffered substantial financial impact related to COVID-19.

According to Form 2, Mr. Ellis apparently further owns or owned an Exchange Traded Note identifies as [redacted] (“Note”). It is now Mr. Ellis’ position that because this Note was paid back to Mr. Ellis, Mr. Ellis can no longer pay his rent for foreseeable future.

To make sure I understand, Mr. Ellis claims financial impact due to COVID-19 because Mr. Ellis was paid ALL his money back for the Note? Is it the intention of the Ordinance to allow tenants to completely stop paying rent because their investment(s) paid ALL of their money back to them due to COVID-19? I cannot imagine this was City Council’s intention when they voted for this Ordinance.

In reviewing Form 2, I don’t see any reasons as to why Mr. Ellis cannot reinvest this money in another Note or similar investment.

**To Summarize:**

- Mr. Ellis appears to own at least four (4) accounts valued at over $\text{[redacted]} in addition to the money received for the Note.
- Mr. Ellis offered no reasons/explanations as to why more investments cannot be purchased at this time considering Dow and S&P 500 both show April as their best monthly performance since 1987.
- Mr. Ellis offered no documents showing financial impact on his Trust 2 account which has been used to pay rent for over 4 years.
In the Letter, Mr. Ellis stated "I can afford $1,650.00 per month" even though Mr. Ellis was already aware of the drastic reduction to the dividend.

In view of the above reasons, it is my determination that Mr. Ellis is able to pay more than Zero ($0) for rent.

Sincerely

Aron Kelman
Section I
ORDINANCE NO. 20-O-2806

AN URGENCY ORDINANCE OF THE CITY OF BEVERLY HILLS ADOPTING EMERGENCY REGULATIONS RELATED TO RESIDENTIAL AND COMMERCIAL TENANT EVICTIONS, AND OTHER MEASURES, REPEALING ORDINANCE NO. 20-O-2805, AND DECLARING THE URGENCY THEREOF

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-CoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19. (“COVID-19”); and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for the broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread and addressing the effects of COVID-19; and

WHEREAS, on March 15, 2020, the City Manager, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Section 2-4-107 of the Beverly Hills Municipal Code to ensure the availability of mutual aid and an effective City response to the novel coronavirus (“COVID-19”); and

WHEREAS, the California Department of Public Health and the Los Angeles County Department of Public Health have all issued orders including, but not limited to, social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many tenants in Beverly Hills have experienced or expect soon to experience sudden and unexpected income loss; and
WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19, and individuals directly affected by COVID-19 may experience loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, further economic impacts are anticipated, leaving tenants vulnerable to eviction; and

WHEREAS, the City of Beverly Hills is redoubling its efforts to maintain hand hygiene, respiratory etiquette, and social distancing. It is absolutely critical that the City does everything possible to slow the pace of community spread and avoid unnecessary strain on our medical system. To aid in these efforts, the City Council is ordering a series of temporary restrictions be placed on certain establishments throughout the City in which large numbers of people tend to gather and remain in close proximity.

WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City’s affordable housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, commercial tenants who operate businesses within the City may have to close their businesses in response to emergency orders, which will substantially decrease or eliminate their income, and businesses that are permitted to remain open also are likely to experience a significant loss of income while the emergency orders are in effect; and

WHEREAS, in the interest of public peace, health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the City Council to exercise its authority to issue these regulations related to the protection of the public peace, health or safety.

Section 1. The City Council of the City of Beverly Hills does adopt the recitals and the following emergency regulations which shall take effect immediately:

1. A temporary moratorium on eviction for non-payment of rent by residential tenants substantially impacted by the COVID-19 crisis is imposed as follows:

   a. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a tenant in either of the following situations: (1) for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to substantial financial impacts related to COVID-19, or (2) for a no-fault eviction, unless necessary for the health and safety of tenants, neighbors, or the landlord, other than based on illness of the tenant or any other occupant of the residential rental unit. A landlord who receives notice that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent. A
landlord receives notice of a tenant’s inability to pay rent within the meaning of this Ordinance if the tenant, within seven (7) days after the date that rent is due, notifies the landlord in writing, of lost income or extraordinary expenses related to COVID-19 and inability to pay full rent due to financial impacts related to COVID-19, and within thirty (30) days after the date the rent is due, provides written documentation to the landlord to support the claim, using the form provided by the City. A copy of both the seven-day notice and the documentation to support the claim shall also be provided by email (or if email is not feasible by mail along with notification by telephone) to the City’s Rent Stabilization office. For purposes of this Ordinance, “in writing” includes email or text communications to a landlord or the landlord’s representative if that is the method of written communication that has been used previously, or correspondence by regular mail, if that is the method of written communication that has been used previously and the parties have not agreed to use email or text messaging. Any medical or financial information provided to the landlord shall be held in confidence, and shall be used only for evaluating the tenant’s claim. Nothing in this Ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency, and which the tenant must pay in full within one year of the expiration of the local emergency. One year after the end of the emergency, unless if the rent is paid in full, a landlord may charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; or a landlord may seek rent that is delayed for the reasons stated in this Ordinance through the eviction or other appropriate legal process. No fee for the late payment of rent shall be charged by a landlord during the period of the emergency or one year after the end of the emergency.

b. For purposes of this Ordinance, “financial impacts related to COVID-19” include, but are not limited to, lost household income or extraordinary expenses as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other substantial income reduction resulting from business closure or other economic or employer impacts of COVID-19 including for tenants who are salaried employees or self-employed; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to COVID-19; or (5) child care needs arising from school closures related to COVID-19.

c. For purposes of this Ordinance, “no-fault eviction” refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but not limited to, eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161b, use by landlord or relatives as specified in Beverly Hills Municipal Code Chapters 5 and 6, demolition or condominium conversion, major remodeling, and the Ellis Act, which is called withdrawal of residential rental structure from the rental market in the Beverly Hills Municipal Code.

d. During this emergency, any notice served by a landlord on a tenant under Section 4-5-513 or Section 4-6-6 L of the Beverly Hills Municipal Code is hereby tolled.
e. This Ordinance applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed on March 15, 2020.

f. For purposes of this Ordinance, including residential and commercial tenancies, "substantial" shall be defined as a material decrease of monthly income, the incurring of extraordinary expenses related to COVID-19, or any other circumstance which causes an unusual and significant financial impact on the tenant.

g. Because some tenants may not be aware of this Ordinance’s provisions, the Deputy Director of the Rent Stabilization may extend the seven (7) day deadline for notifying the landlord for up to thirty (30) days.

2. If a landlord disagrees with the residential tenant’s assertion regarding: (1) whether a substantial financial impact exists; (2) whether the substantial financial impact is related to COVID-19; or (3) the amount of rent that the tenant will pay, then the landlord shall notify the tenant of the disagreement in writing within ten (10) days of receipt of the written documentation from the tenant. The residential tenant may file a written appeal to the City, on a form provided by the City, within ten (10) days of receipt of the landlord’s written determination and shall provide a copy of the appeal to the landlord. Appeals will be heard by the Standing Committee of the City Council appointed to hear disruptive tenant hearings or other Members of the City Council as designated by the Mayor, to make a final determination of the dispute, until fifteen (15) days after the Rent Stabilization Commission is appointed and sworn into office, in which case the Rent Stabilization Commission shall make a final determination of the dispute. If the Rent Stabilization Commission cannot render a decision by a majority vote, then the Standing Committee or other Members of the City Council, as designated by the Mayor, will make a final determination of the dispute. Final Decisions of the Subcommittee, Council Members designated by the Mayor, or the Rent Stabilization Commission are subject to judicial review filed pursuant to Section 1094.6 of the California Code of Civil Procedure. The hearing procedures shall be established by the City Attorney.

3. A temporary moratorium on eviction for non-payment of rent by commercial tenants substantially impacted by the COVID-19 crisis is imposed as follows:

a. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a commercial tenant in either of the following situations: (1) for nonpayment of rent if the commercial tenant demonstrates that the commercial tenant is unable to pay rent due to substantial financial impacts related to COVID-19; or (2) for a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord, other than based on illness of the tenant, the tenant’s family or any of tenant’s employees. A landlord who receives notice that a commercial tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice or otherwise seek to evict for nonpayment of rent. A landlord receives notice a commercial tenant’s inability to pay rent within the meaning of this Ordinance if the commercial tenant, within seven (7) days after the date that rent is due, notifies
the landlord in writing of lost income or extraordinary expenses related to COVID-19 and inability to pay full rent due to substantial financial impacts related to COVID-19, and within thirty (30) days after the date the rent is due, provides written documentation to the landlord to support the claim. For purposes of this Ordinance, “in writing” includes email or text communications to a landlord or the landlord’s representative if that is the method of written communication that has been used previously, or correspondence by regular mail, if that is the method of written communication that has been used previously and the parties have not agreed to use email or text messaging. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the commercial tenant’s claim. Nothing in this Ordinance shall relieve the commercial tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency, and which the commercial tenant must pay within one year of the expiration of the local emergency. One year after the end of the emergency if the rent is unpaid, a landlord may charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; or a landlord may seek rent that is delayed for the reasons stated in this Ordinance through the eviction or other appropriate legal process. No fee for the late payment of rent shall be charged by a landlord during the period of the emergency or after the end of the emergency.

b. For purposes of this Ordinance, “financial impacts related to COVID-19” include, but are not limited to, a tenant who lost substantial business income or has extraordinary expenses as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to COVID-19; or (5) child care needs arising from school closures related to COVID-19.

A dispute as to whether the commercial tenant has demonstrated facts sufficient to result in a temporary payment reduction or other legal remedy shall be determined according to civil law.

Section 2.

In addition to the requirements of the Governor’s Executive Order and the requirements of the Los Angeles County Department of Health order, the following regulations related to businesses, located in the City of Beverly Hills are adopted in order to implement recommended practices as a result of the COVID-19 pandemic:

a. Business located in the City with self-service unwrapped food items such as buffets are prohibited.

b. Enforcement of City codes and regulations may be relaxed as City staff deems appropriate in connection with commercial signs and banners displayed on or adjacent to restaurants, bars or other businesses that are permitted to remain open pursuant to this Ordinance.

c. The City shall provide for additional loading zones near restaurants that are authorized to remain open in order to facilitate the pickup of food.
Section 3. During the period of local emergency declared by the City Council on March 16, 2020, in response to the COVID-19 pandemic, a temporary moratorium is hereby imposed on the annual rent increases authorized by Sections 4-5-303(c) and 4-6-3 of the Beverly Hills Municipal Code. Nothing in this Ordinance shall alter the date of annual rent increases in future years.

Section 4. During the period of local emergency declared by the City Council on March 16, 2020, in response to the COVID-19 pandemic, there shall be no increase in internet access fees or reduction in service.

Section 5.

1. For those establishments offering food pickup options, and other essential businesses, proprietors are directed to establish social distancing practices for those patrons in the cue for pickup and other reasons, as well those allowed in the premises or otherwise working. Such restaurants and essential businesses shall establish health and safety measures for their employees and customers, including but not limited to appropriate gloves and masks.

2. All elective medical and surgical procedures and all elective dental procedures are prohibited. The City will defer to the medical judgment of the medical professionals to determine what are non-elective procedures.

Section 6. Hoarding. The City Council urges residents not to hoard essential goods such as hand sanitizer, cleaning supplies, toilet paper, canned food, frozen food and other needed supplies. The City Council strongly condemns hoarding. Retail establishments located in the City shall be responsible for limiting the sales of such items, as they see fit to provide greater accessibility to a larger group of customers.

Section 7. Violations. Violations of this Ordinance shall be punishable as set forth in Section 2-4-111 and Chapter 3 of Title 1 of the Beverly Hills Municipal Code. In addition, this Ordinance provides a defense to a tenant, in the event that an unlawful detainer action is commenced in violation of this Ordinance.

Section 8. Remain in Effect. This Ordinance shall remain in effect for the duration of the local emergency.

Section 9. Ordinance No. 20-0-2805 is hereby repealed and replaced by this Ordinance.

Section 10. Uncodified. This Ordinance shall not be codified.

Section 11. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.
Section 12. Publication. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the city within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this Ordinance and shall cause this Ordinance and the City Clerk’s certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Section 13. Effective Date. This Ordinance is adopted as an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Section 36937(b), and therefore shall be passed immediately upon its introduction and shall become effective at 12:01 a.m., April 1, 2020 upon its adoption by a minimum 4/5 vote of the City Council.

Section 14. Duration. This Ordinance shall remain in effect until it is superseded by another Ordinance adopted by the City Council.

Section 15. Certification. The City Clerk shall certify to the adoption of this Ordinance.

Adopted: March 31, 2020
Effective: April 1, 2020

LESTER J. FRIEDMAN
Mayor of the City of Beverly Hills,
California

ATTEST:

(SEAL)

HUMA AHMED
City Clerk

APPROVED AS TO FORM:  APPROVED AS TO CONTENT:

LAURENCE S. WIENER  GEORGE CHAVEZ
City Attorney  City Manager

** DOCUMENT SIGNED IN COUNTERPARTS **
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APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

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ATTEST:

______________________________(SEAL)
HUMA AHMED
City Clerk

APPROVED AS TO FORM:

______________________________
LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

______________________________
GEORGE CHAVEZ
City Manager

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ATTEST:

HUMA AHMED
City Clerk

APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

GEORGE CHÁVEZ
City Manager
Section II
April 1, 2020

Good day, Arkady:

As you may know, I am no longer employed. So, my living expenses, such as for rent, are paid from my investment dividends, only. But now, the COVID-19 pandemic and resulting financial debacle are causing my dividends to be drastically reduced. So, I may not be able to afford regular $2,266.00 rental payments.

Arkady, just for the sake of discussion, please let me give you my impression of what’s going to happen to the average Beverly Hills landlord when a typical tenant can’t pay her/his rent. Not you or me, because you certainly are not “average” and I am not “typical.”

a) Beverly Hills Rent Relief legislation allows that tenant to postpone rental payments while avoiding eviction. This Relief will probably last at least five or six more months.

b) Then, if the typical tenant is still not paying rent, the average landlord may bring an Eviction Court action. That process could take up to four months.

c) Finally, there may be a month or two before the average landlord is able to rent what used to be occupied by the former typical tenant.

d) Thus, the average landlord may be confronted with at least ten months during which no rent is received!

Arkady, instead of even possibly losing rent for so long, perhaps you would rather have a new Lease with me for a rental rate I can afford, $1,650.00 per month?

To that end, I have attached my check for $1,650.00 to cover the first month’s rent in advance. Please accept it.

Sincerely,

SHeldon S. Ellis
Section III
THIS PAGE REDACTED DUE TO CONFIDENTIAL INFORMATION

(Page Five of Six)
Section IV
April was a hell of a month for the stock market, with the Dow and the S&P 500 both logging their best monthly performance since January 1987.

The Dow climbed 11.1%, and the S&P 500 rose 12.7%.

The Nasdaq Composite gained 15.4% for the month, its best performance since June 2000.

Part of the April rally was a rebound from March, which was the worst month since 2008 -- the height of the financial crisis -- for stocks. Hopes about reopening the economy and potential coronavirus treatments also helped push stocks higher this month.

On top of that, the Dow had history playing in its favor: "Historically, April has been the best month of the trading year, and this April didn't disappoint," according to a note from Bespoke Investment Group.

Still, on the final trading day of the month the three major benchmarks finished in the red. Another bleak look at the US labor market and inaction from the European Central Bank weighed on investor sentiment.

- The Dow closed 1.2%, or 288 points, lower.
- The S&P 500 finished down 0.9%.
- The Nasdaq Composite ended down 0.3%. 
RESIDENTIAL TENANT APPEAL REGARDING DISPUTE WITH LANDLORD OVER INABILITY TO PAY RENT DUE TO FINANCIAL IMPACTS OF COVID-19

If a dispute arises between a residential tenant and the landlord regarding whether or not the tenant can pay full rent due to financial impacts related to COVID-19, the tenant may appeal to the City to make a final determination of the dispute. The determination will be made by either the Standing Committee of the City Council appointed to hear disruptive tenant hearings, other members of the City Council designated by the Mayor, or the Rent Stabilization Commission, as applicable.

Residential tenants shall use this form ("COVID-19 Appeal Form") to request the City to make a final determination of the dispute. You must submit the COVID-19 Appeal Form to your landlord and the City within 10 days of receipt of the landlord’s written determination that the landlord disagrees with your assertion regarding: (1) whether a substantial financial impact exists; (2) whether the financial impact is related to COVID-19, or (3) regarding the amount of rent you have determined you can pay. An electronic version of the COVID-19 Appeal Form can be found at beverlyhills.org/bhrent.

Submit this COVID-19 Appeal Form to the City’s Rent Stabilization Division by email at bhrent@beverlyhills.org. You may use regular mail (addressed to the City of Beverly Hills, Rent Stabilization Division, 455 N. Rexford Drive, Room 200, Beverly Hills, CA 90210) only if email is not feasible. If mailing by regular mail, you must call the Rent Stabilization Division and leave a message at (310) 285-1031 with the following information: Your name, address, and the date you mailed the COVID-19 Appeal Form to the City.

You may submit the COVID-19 Appeal Form to your landlord or your landlord’s representative by regular mail. You may also send by email or text if that is the method of written communication that has been used previously or if you and your landlord or landlord’s representative have agreed to use email or text to correspond.
Residential Tenant's Name: Sheldon S. Ellis
Address: 417½ Shirley Pl, Beverly Hills, CA 90212
Unit Number: (none)

Landlord/Landlord's Representative's Name: Arkady Kelman
Address: 417 Shirley Pl, Beverly Hills, CA 90212

Hearing Information
A hearing will be scheduled within 15 days of the City's receipt of a complete COVID-19 Appeal Form and will be held within 15 days thereafter. The Rent Stabilization Division will provide written notice of the hearing to the tenant and landlord by email or regular mail at least 5 business days prior to the date of the hearing. Hearings may be rescheduled by the City upon the request of one of the parties or to accommodate the schedule of the members of the decision-making body who will hear the appeal.

Please use the below space to provide any supplemental information that you have not previously provided to the City and your landlord. Attach any supporting documents that you have not previously provided to the City and your landlord.

Supplemental Information
Attachment 1 - Proof That a Substantial Financial Impact Exists.
Attachment 2 - Proof That This Substantial Financial Impact is Related to COVID-19,
Attachment 3 – Proof of The Amount of Rent This Tenant Will Pay.

At the hearing, the decision-making body will not consider any documents that were not submitted to the City and the other party (tenant or landlord, as applicable), at least 2 business days prior to the date of the hearing. A landlord or tenant who desires to submit supplemental documents after this deadline must request the hearing to be rescheduled.

Formal rules of evidence do not apply in the hearing. However, the decision-making body must be able to determine that the evidence a party submits is what the party claims it to be. If you intend to rely on the written statement of a witness who will not participate in the hearing, you should provide evidence that the witness made the statement. Such evidence should include the following declaration at the end of the witness statement: (not applicable)

I declare under penalty of perjury under the laws of the State of California that the information I have provided in this Appeal Form is true and correct.

Date: May 12, 2020
Place of Signature: Beverly Hills, CA
(Electronic Signature, Ink-Signed Original on File)
Signature: Sheldon S. Ellis Print: Sheldon S. Ellis
Attachment 1 - Proof That a Substantial Financial Impact Exists

1. One of the “financial impacts identified in Section 1.1.c. of Beverly Hills’ Urgency . .  
   Ordinance 20-O-2808 is “(2) a . . substantial income reduction resulting from business  
   closure . . .”
2. Until March 27, 2020, I owned an interest in the securities of a business entity traded on  
   the New York Stock Exchange as [redacted]  
3. [redacted] paid regular monthly dividends that I received as income.
4. However, the March, 2020, Stock Market Crash caused those securities to become almost  
   worthless.
5. That is why [redacted] was closed as of March 27, 2020!  
6. Closed businesses do not pay dividends.
7. So, a substantial financial impact exists, because I suffered a substantial income reduction  
   resulting from a business closure!

Attachment 2 - Proof That The Substantial Impact is Related to COVID-19

1. The same Stock Market Crash that caused me to suffer a substantial income reduction is . .  
   related to COVID-19. Why? Because investors feared the effects of COVID-19 would  
   push the global economy into a recession! Which it did.

Attachment 3 – Proof of The Amount of Rent This Tenant Will Pay

1. My Claim for Deferment of Rent shows . .
   **Amount of Rent That Can Be Paid Each Month**

   Nothing until I know what the effects of the substantial financial impacts related to COVID-19  
   will have upon my future income.

2. Unfortunately, the effects of financial impacts related to COVID-19 are still with us.
3. These effects cause my monthly income to be just as unstable as the present gyrations of various  
   Stock Market Indices.
4. Who knows when those gyrations will end?
5. But, until they do, I can’t determine the amount of my monthly income to use for rent.
6. Simple enough, if you don’t know how much income you will have, you don’t know how much rent  
   you can pay.
7. I know my landlord would very much like me to use my savings to pay rent.
8. However, in its wisdom, the Beverly Hills’ City Council made its Urgency Ordinance 20-O-2808 to be  
   concerned about a tenant’s income, not about her or his assets!
ATTACHMENT 6
CITY OF BEVERLY HILLS NOTICE OF HEARING REGARDING
DISPUTE WITH LANDLORD OVER INABILITY TO PAY RENT DUE TO
FINANCIAL IMPACTS OF COVID-19

Sheldon S. Ellis
417 ½ Shirley Place
Beverly Hills, CA 90212

Arkady Kelman
417 Shirley Place
Beverly Hills, CA 90212

Mailing Date: May 29, 2019

RE: 417 ½ Shirley Place / HEARING REGARDING DISPUTE WITH LANDLORD OVER INABILITY TO PAY RENT DUE TO FINANCIAL IMPACTS OF COVID-19

Dear Mr. Ellis/Mr. Kelman:

On MAY 14, 2019, the City of Beverly Hills Rent Stabilization Division (the City) deemed the RESIDENTIAL TENANT APPEAL REGARDING DISPUTE WITH LANDLORD OVER INABILITY TO PAY RENT DUE TO FINANCIAL IMPACTS OF COVID-19 ("Appeal") from the occupant of the above unit complete. The City has set a hearing before the Beverly Hills City Council (City Council) subcommittee on June 9, 2020, at 1:00 p.m. The meetings will be held via GoToMeeting as follows: https://www.gotomeet.me/BHLiaison; password: hearing. Dial in at 1-866-899-4679 access code: 660-810-077.

The Appeal is a result of a disagreement between the tenant and landlord over the tenant's assertion that (1) a substantial financial impact exists, (2) the financial impact is related to COVID-19, and/or (3) the rent amount the tenant will pay. As required by Urgency Ordinance No. 20-0-2809, this appeal will be heard by the Standing Committee of the City Council appointed by the mayor. The Standing Committee will make a final determination.

Your presence at the hearing is not mandatory, but it is your only opportunity to speak to the subcommittee before they render a decision. If you cannot attend the hearing on the date that has been scheduled, please contact RSO staff immediately, and in no event less than five (5) days prior to scheduled hearing date, at (310) 285-1031.

For more information, please refer to the Appeal form and Urgency Ordinance No. 20-0-2809 and hearing instructions enclosed.

Please contact RSO staff at (310) 285-1031 or bhrent@beverlyhills.org if you have questions.

Declaration of Service

On, May 29, 2019, I (Helen Morales) sent by first class mail this Notice of Hearing Regarding Dispute with Landlord Over Inability to Pay Rent Due to Financial Impacts of COVID 19 by placing a true copy thereof enclosed in a sealed envelope with first class postage thereon, fully prepaid, in the United States Postal Service. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature: [Signature]

CC: City Council Subcommittee

Enclosures: RESIDENTIAL TENANT IMPACTED BY COVID19, TENANT APPEAL REGARDING DISPUTE WITH LANDLORD OVER INABILITY TO PAY RENT DUE TO FINANCIAL IMPACTS OF COVID-19 form, Hearing Instructions and Urgency Ordinance No. 20-0-2809.

Rev. 5/2020
RESIDENTIAL TENANTS IMPACTED BY COVID-19 FORM
Residential Tenants Impacted by COVID-19

A. Temporary Moratorium on Evictions for Non-Payment of Rent by Residential Tenants Impacted by COVID-19

During the period of local emergency declared in response to COVID-19, a landlord in the City of Beverly Hills who is notified that a residential tenant cannot pay some or all of the rent temporarily due to substantial financial impacts related to COVID-19 shall not endeavor to evict a tenant for nonpayment of rent. To qualify for this assistance, the tenant must notify the landlord in writing within 7 days after the date the rent is due that the tenant cannot pay full rent. Furthermore, within 30 days after the date rent is due the tenant must provide written documentation to the landlord using this form.

Residential tenants shall use this form to notify landlords of the amount of rent that they can pay due to substantial financial impacts related to COVID-19. Residential tenants shall not be required to submit a new form for subsequent months unless the amount of rent that the tenant can pay changes. Please note that the Beverly Hills ordinance does not relieve the tenant from eventually paying the rent. All outstanding rent must be paid within one year after the expiration of the emergency.

B. Instructions

Submit this completed form and provide documentation to support your claim within 30 days after the date the rent is due to:

1) Your landlord or landlord's representative. You may use regular mail. You may also send by email or text if that is the method of written communication that has been used previously or if you and your landlord or landlord's representative have agreed to use email or text to correspond. If you would like an electronic version of this form, the electronic version can be found at beverlyhills.org/bhrent.

2) The City's Rent Stabilization Division at 445 Rexford Drive, Room 200, Beverly Hills, CA 90210, Tel (310) 285-1031, Email: bhrent@beverlyhills.org. You may use email or regular mail (only if email is not feasible and you provide notice to the City's Rent Stabilization Division by telephone).

Supporting documentation can include, but is not limited to, a written communication (including a text or email) from a household member's employer, proof that an employer is a closed non-essential business, recent pay stubs, or medical bills related to COVID-19. You may send photocopies, photos, or scans of documents.
CLAIM FOR DEFERMENT OF RENT

This Claim for Deferment of Rent, dated May 2, 2020, Completely Supercedes and Thus It Replaces My Completed Form, dated April 29, 2020.

To: Arkady Kelman
   (Landlord or Landlord’s representative)

On March 16, 2020, the City of Beverly Hills declared a local emergency due to the COVID-19 pandemic and adopted an ordinance imposing a moratorium on evictions for failure to pay full rent due to substantial financial impacts related to COVID-19.

I am writing to provide documentation that I am unable to pay full rent, due to the substantial financial impacts of COVID-19.

Tenant and Landlord Information

Residential Tenant’s Name: Sheldon S. Ellis
Address: 417 ½ Shirley Pl., Beverly Hills, CA 90212

Unit Number: (none)

Landlord’s/Landlord’s Representative Name: Arkady Kelman
Address: 417 Shirley Pl., Beverly Hills, CA 90212

Financial Impacts Related to COVID-19

My household has lost substantial income as a result of the following (check all that apply):
   Being sick with COVID-19 or caring for a household member who is sick with COVID-19.

   Lay-offs, loss of hours or other income reduction resulting from business closure or other economic or employer impacts of COVID-19 (including for tenants who are salaried employees or are self-employed).

   Compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency.

   Extraordinary out-of-pocket medical expenses and/or other expenses related to COVID-19.

   Child care needs arising from school closures related to COVID-19.

   Other:

According to the provisions in Beverly Hills’ Urgency Ordinance 20-O-2807, (Ordinance), I am entitled to defer payments of my rent.

Specifically, my entitlement is based upon at least the following-quoted provisions in the Ordinance.

Sec 1.1. - “A temporary moratorium follows on eviction for non-payment of rent by residential tenants substantially impacted by the COVID-19 crisis is imposed . . .”

Page One of Two
CLAIM FOR DEFERMENT OF RENT

This Claim for Deferment of Rent, dated May 2, 2020, Completely Supersedes and Thus It Replaces My Completed Form, dated April 29, 2020.

Sec. 1.1.c. - "... financial impacts related to COVID-19", include ... lost household income ... as a result of ... substantial income reduction resulting from ... economic ... impacts of COVID-19"

Sec. 1.1.g. - "...substantial" shall be defined as a material decrease of monthly income, ...

Following is my Declaration Under Penalty of Perjury dated May 2, 2020. It is respectfully submitted to provide sufficient facts to support my claim of entitlement to defer my rent payments.

Amount of Rent That Can Be Paid Each Month

Nothing until I know what the effects of the substantial financial impacts related to COVID-19 will on my future income.

Signature and Declaration

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 2, 2020

Place of Signature: Beverly Hills, California

(Electronically Signed - Ink-Signed Original is on File)

Signature: Sheldon S. Ellis        Print: Sheldon S. Ellis

Notice of Confidentiality

Pursuant to the provisions in the last sentence in Sec. 1.1.a. of the Ordinance, “Any medical or financial information provided to the landlord shall be held in confidence, and shall be used only for evaluating the tenant’s claim.”
CLAIM FOR DEFERMENT OF RENT

This Claim for Deferralment of Rent, dated May 2, 2020, Completely Supersedes and Thus It Replaces My Completed Form, dated April 29, 2020.

CITY OF BEVERLY HILLS
Rent Stabilization Division

Declaration Under Penalty of Perjury

I, the undersigned, a competent 87 year-old individual residing in Beverly Hills, CA, hereby declare under penalty of perjury according to the laws of the State of California as follows.

1. If called as a witness in any proceedings concerning the matters herein referred to, I could and would testify competently to the truthfulness of those matters.

2. Amongst the assets of my Trust were units of an Exchange Traded Note identified as “Were” because, on April 21, 2020, the Note was redeemed by its Maker. This, as a direct result of the financial impacts of COVID-19.

3. Concomitantly, the substantial monthly cash distributions from the Note that I received were stopped by the Maker; also as a direct result of the financial impacts of COVID-19.

4. Thus, I suffered a substantial, material decrease in my income directly resulting from the financial impacts of COVID-19.

The foregoing information is true, complete, and correct; and this declaration was signed by me in Beverly Hills, California, on May 2, 2020.

(Electronically Signed – Ink-Signed Original is on File)

______________________________
Sheldon S. Ellis
SHEL DON S. ELLIS
Declarant
RESIDENTIAL TENANT APPEAL
REGARDING DISPUTE WITH
LANDLORD OVER INABILITY TO PAY
RENT DUE TO FINANCIAL IMPACTS OF
COVID-19

If a dispute arises between a residential tenant and the landlord regarding whether or
not the tenant can pay full rent due to financial impacts related to COVID-19, the tenant
may appeal to the City to make a final determination of the dispute. The determination
will be made by either the Standing Committee of the City Council appointed to hear dis-
ruptive tenant hearings, other members of the City Council designated by the Mayor, or
the Rent Stabilization Commission, as applicable.

Residential tenants shall use this form ("COVID-19 Appeal Form") to request the City to
make a final determination of the dispute. You must submit the COVID-19 Appeal Form to
your landlord and the City within 10 days of receipt of the landlord's written determina-
tion that the landlord disagrees with your assertion regarding: (1) whether a substantial
financial impact exists; (2) whether the financial impact is related to COVID-19, or (3) re-
garding the amount of rent you have determined you can pay. An electronic version of
the COVID-19 Appeal Form can be found at beverlyhills.org/bhrent.

Submit this COVID-19 Appeal Form to the City's Rent Stabilization Division by email at
bhrent@beverlyhills.org. You may use regular mail (addressed to the City of Beverly Hills,
Rent Stabilization Division, 455 N. Rexford Drive, Room 200, Beverly Hills, CA 90210) only if
email is not feasible. If mailing by regular mail, you must call the Rent Stabilization Division
and leave a message at (310) 285-1031 with the following information: Your name, ad-
dress, and the date you mailed the COVID-19 Appeal Form to the City.
You may submit the COVID-19 Appeal Form to your landlord or your landlord's rep-resentative by regular mail. You may also send by email or text if that is the method of
written communication that has been used previously or if you and your landlord or
landlord's representative have agreed to use email or text to correspond.
**Tenant and Landlord Information**

**Residential Tenant's Name:** Sheldon S. Ellis
**Address:** 417½ Shirley Pl, Beverly Hills, CA 90212
**Unit Number:** (none)

**Landlord/Landlord's Representative's Name:** Arkady Kelman
**Address:** 417 Shirley Pl, Beverly Hills, CA 90212

**Hearing Information**

A hearing will be scheduled within 15 days of the City's receipt of a complete COVID-19 Appeal Form and will be held within 15 days thereafter. The Rent Stabilization Division will provide written notice of the hearing to the tenant and landlord by email or regular mail at least 5 business days prior to the date of the hearing. Hearings may be rescheduled by the City upon the request of one of the parties or to accommodate the schedule of the members of the decision-making body who will hear the appeal.

Please use the below space to provide any supplemental information that you have not previously provided to the City and your landlord. Attach any supporting documents that you have not previously provided to the City and your landlord.

**Supplemental Information**

Attachment 1 - Proof That a Substantial Financial Impact Exists.
Attachment 2 - Proof That This Substantial Financial Impact is Related to COVID-19,
Attachment 3 - Proof Of The Amount of Rent This Tenant Will Pay.

At the hearing, the decision-making body will not consider any documents that were not submitted to the City and the other party (tenant or landlord, as applicable), at least 2 business days prior to the date of the hearing. A landlord or tenant who desires to submit supplemental documents after this deadline must request the hearing to be rescheduled.

Formal rules of evidence do not apply in the hearing. However, the decision-making body must be able to determine that the evidence a party submits is what the party claims it to be. If you intend to rely on the written statement of a witness who will not participate in the hearing, you should provide evidence that the witness made the statement. Such evidence should include the following declaration at the end of the witness statement: *(not applicable)*

I declare under penalty of perjury under the laws of the State of California that the information I have provided in this Appeal Form is true and correct.

**Date:** May 12, 2020

**Place of Signature:** Beverly Hills, CA
(Electronic Signature, Ink-Signed Original on File)

**Signature:** Sheldon S. Ellis
**Print:** Sheldon S. Ellis

-2-
Attachment 1 - Proof That a Substantial Financial Impact Exists

1. One of the “financial impacts identified in Section 1.1.c. of Beverly Hills’ Urgency . . . Ordinance 20-O-2808 is “(2) a . . . substantial income reduction resulting from business closure . . .”
2. Until March 27, 2020, I owned an interest in the securities of a business entity traded on the New York Stock Exchange as .
3. paid regular monthly dividends that I received as income.
4. However, the March, 2020, Stock Market Crash caused those securities to become almost worthless.
5. That is why . . . was closed as of March 27, 2020!
6. Closed businesses do not pay dividends.
7. So, a substantial financial impact exists, because I suffered a substantial income reduction resulting from a business closure!

Attachment 2 - Proof That The Substantial Impact is Related to COVID-19

1. The same Stock Market Crash that caused me to suffer a substantial income reduction is related to COVID-19. Why? Because investors feared the effects of COVID-19 would push the global economy into a recession! Which it did.

Attachment 3 – Proof of The Amount of Rent This Tenant Will Pay

1. My Claim for Deferment of Rent shows . . .

Amount of Rent That Can Be Paid Each Month

Nothing until I know what the effects of the substantial financial impacts related to COVID-19 will have upon my future income.

2. Unfortunately, the effects of financial impacts related to COVID-19 are still with us.
3. These effects cause my monthly income to be just as unstable as the present gyrations of various Stock Market Indices.
4. Who knows when those gyrations will end?
5. But, until they do, I can’t determine the amount of my monthly income to use for rent.
6. Simple enough, if you don’t know how much income you will have, you don’t know how much rent you can pay.
7. I know my landlord would very much like me to use my savings to pay rent.
8. However, in its wisdom, the Beverly Hills’ City Council made its Urgency Ordinance 20-O-2808 to be concerned about a tenant’s income, not about her or his assets!
HEARING PROCEDURES FOR APPEALS
HEARING PROCEDURES FOR APPEALS REGARDING LANDLORD/TENANT DISPUTES FOR NON-PAYMENT OF RENT DUE TO FINANCIAL IMPACTS RELATED TO COVID-19

Introduction: Purpose of the hearing is to provide due process and a fair hearing to all parties.

I. Appeal for Hearing
   A. Residential tenant submits Appeal to the City and the landlord, using the City’s form (“COVID-2019 Appeal Form”) within 10 days after the landlord notifies the tenant in writing (including by an email or text) that the landlord disagrees with the tenant’s determination regarding the tenant’s inability to pay all or a portion of the full rent.
   B. Staff determines if COVID-19 Appeal Form is complete.
   C. Staff transmits the complete COVID-19 Appeal Form and supporting documents to the Standing Committee of the City Council appointed to hear disruptive tenant hearings (“Subcommittee”), other Council Members appointed by the Mayor, or the Rent Stabilization Commission (“Commission”), as applicable (“Decision-Making Body”).
   D. If any member of the Decision-Making Body has a conflict of interest or bias for or against a party to the proceedings, please notify staff of the Rent Stabilization Division or the City Attorney’s Office immediately.

II. Hearing
   A. The hearing must be scheduled within 15 days after a complete COVID-19 Appeal Form is filed with the City and shall be held within 15 days thereafter.
   B. The Rent Stabilization Division will provide written notice of the hearing to the landlord and tenant at least 5 business days prior to hearing (by email or regular mail).
   C. Prior to opening the hearing:
      1. Staff describes the hearing process and provides a statement that the prerequisites of the hearing set forth in Section I have been satisfied.
      2. Decision-Making Body members disclose any oral or written communications between the member and any party or witness.
3. City Attorney’s office administers an oath to all witnesses at once: “Do you promise and swear that the testimony you are about to give is the whole truth and nothing but the truth so help you?”

4. Decision-Making Body establishes time limits (minimum 10 minutes each for landlord and tenant presentations, adjusted for translation and reasonable accommodation) and for rebuttal (minimum 5 minutes). If the record is extensive or if a party asks for more time, the Decision-Making Body should grant reasonable time periods, which are the same, to both parties. The purpose is to provide due process and a fair hearing to all concerned.

D. Landlord and tenant are entitled to assistance from any person, including an attorney.

E. Staff tape records the proceedings.

F. Decision-Making Body opens the presentation portion of the hearing to the parties but controls the hearing and maintains decorum.

1. Recesses can be used when discussion or testimony is heated.

2. If someone cannot control himself or herself, after at least one recess (preferably two), ask the person to leave the room/telephone call/video conference. If he or she does not leave, recess the hearing again and request staff to call a police officer (for hearings conducted at City Hall). (Important to demonstrate that the person has disrupted the proceedings.)

3. Typical order of proceedings:

   i. Tenant’s presentation, including tenant’s testimony and written documentation.

   ii. Testimony by others in support of Tenant’s Appeal.

   iii. Landlord’s presentation, including landlord’s testimony and written documentation.

   iv. Testimony by others in support of Landlord.

   v. Tenant’s rebuttal/closing.
vi. Portion of hearing for presentations by the parties is closed (unless hearing is continued to allow additional testimony or evidence to be presented at a future date).


viii. Decision-Making Body votes to (a) uphold the tenant's determination regarding the amount of rent the tenant is able to pay (including $0.00 per month, if applicable) as set forth in the tenant’s COVID-19 notification form; or (b) to reject one or more of the tenant’s contentions that a substantial financial impact exists, the financial impact is related to COVID-19, or regarding the amount of rent the tenant has determined the tenant can pay.

To take any of the actions, 2 votes are required by the Subcommittee or other Council Members designated by the Mayor and 4 votes are required by the Commission.

ix. Assuming there are 2 votes or 4 votes to take any action, as applicable, the City Attorney will memorialize the decision in writing for review and approval by the Decision-Making Body.

x. If there are not 2 votes by the Subcommittee or Council members designated by the Mayor one way or the other, the Tenant’s Appeal is granted and the tenant’s Determination stands. If there are not 4 votes by the Members of the Commission one way or the other, then the matter shall be referred to the Subcommittee or Council members designated by the Mayor for final determination.

G. Formal rules of evidence are not followed. Generally, all evidence is admitted unless it is irrelevant to the proceedings, in which case the Subcommittee, the two members of the Council Subcommittee appointed by the Mayor, or the Chair of the Commission, as applicable, can admonish a party that they are using their time to address irrelevant topics or ask the City Attorney’s Office for a ruling about whether evidence is relevant and/or to admonish a witness or party to address relevant issues.

1. All evidence submitted by the tenant with the tenant’s COVID-19 notification form or COVID-19 Appeal Form will be provided to Decision-Making Body. Any
supplemental documentation must be submitted to the Decision-Making Body and the other party (landlord or tenant, as applicable), at least two business days before the date of the hearing.

H. Cross examination of witnesses (including parties who testify) by other parties and members of the Decision-Making Body shall be allowed immediately after each witness is called by a party to testify.

J. The burden of proof is on the landlord to prove by a preponderance of the evidence that the landlord’s determination is correct.

1. This means that the landlord must present relevant evidence that is more credible and convincing than the evidence presented by the tenant.

2. Adequate evidence can be in the form of testimony, documents and authenticated written statements.

III. Write and Issue Determination

A. Consult with the City Attorney’s Office as needed regarding legal issues.

B. Assuming 2 votes or 4 votes, as applicable, to take an action on the Appeal, give direction to the City Attorney’s Office regarding the evidence that the Decision-Making Body found to be relevant and credible in support of the Decision-Making Body’s decision.

C. Decision-Making Body may recess the meeting to allow the City Attorney’s Office to complete the decision form for review and approval by the Decision-Making Body.

D. Staff will email or mail by regular mail the notice of decision to the landlord and tenant within business 2 days of the issuance of the Decision-Making Body’s written determination.
URGENCY ORDINANCE
ORDINANCE NO. 20-O- 2809

AN URGENCY ORDINANCE OF THE CITY OF BEVERLY HILLS ADOPTING EMERGENCY REGULATIONS RELATED TO RESIDENTIAL AND COMMERCIAL TENANT EVICTIONS, AND OTHER MEASURES, REPEALING ORDINANCE NO. 20-O-2808, AND DECLARING THE URGENCY THEREOF

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS FOLLOWS:

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-CoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19, (“COVID-19”); and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for the broader spread of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread and addressing the effects of COVID-19; and

WHEREAS, on March 15, 2020, the City Manager, in his role as the Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Section 2-4-107 of the Beverly Hills Municipal Code to ensure the availability of mutual aid and an effective City response to the novel coronavirus (“COVID-19”) and that state of emergency was ratified by the City Council on March 16, 2020; and

WHEREAS, the California Department of Public Health and the Los Angeles County Department of Public Health have all issued orders including, but not limited to, social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and
WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many tenants in Beverly Hills have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19, and individuals directly affected by COVID-19 may experience loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, further economic impacts are anticipated, leaving tenants vulnerable to eviction; and

WHEREAS, the City of Beverly Hills is redoubling its efforts to maintain hand hygiene, respiratory etiquette, and social distancing. It is absolutely critical that the City does everything possible to slow the pace of community spread and avoid unnecessary strain on our medical system. To aid in these efforts, the City Council is ordering a series of temporary restrictions be placed on certain establishments throughout the City in which large numbers of people tend to gather and remain in close proximity and is requiring the wearing of face coverings.

WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City’s affordable housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, commercial tenants who operate businesses within the City may have to close their businesses in response to emergency orders, which will substantially decrease or eliminate their income, and businesses that are permitted to remain open also are likely to experience a significant loss of income while the emergency orders are in effect; and

WHEREAS, in the interest of public peace, health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the City Council to exercise its authority to issue these regulations related to the protection of the public peace, health or safety.

Section 1. The City Council of the City of Beverly Hills does adopt the recitals and the following emergency regulations which shall take effect immediately:

1. A temporary moratorium on eviction for non-payment of rent by residential tenants substantially impacted by the COVID-19 crisis is imposed as follows:

   a. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a tenant in either of the following situations: (1) for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to substantial financial impacts related to COVID-19, or (2) for a no-fault eviction, unless necessary for the health and safety of tenants, neighbors, or the landlord, other than based on illness of the tenant or
any other occupant of the residential rental unit. A landlord who receives notice that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent. A landlord receives notice of a tenant’s inability to pay rent within the meaning of this Ordinance if the tenant, within seven (7) days after the date that rent is due, notifies the landlord in writing, of lost income or extraordinary expenses related to COVID-19 and inability to pay full rent due to substantial financial impacts related to COVID-19, and within thirty (30) days after the date the rent is due, provides written documentation to the landlord to support the claim, using the form provided by the City. A copy of both the seven-day notice and the documentation to support the claim shall also be provided by email (or if email is not feasible by mail along with notification by telephone) to the City’s Rent Stabilization office. For purposes of this Ordinance, “in writing” includes email or text communications to a landlord or the landlord’s representative if that is the method of written communication that has been used previously, or correspondence by regular mail, if that is the method of written communication that has been used previously and the parties have not agreed to use email or text messaging. Any medical or financial information provided to the landlord shall be held in confidence, and shall be used only for evaluating the tenant’s claim.

b. Nothing in this Ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency, and which the tenant must pay in full within one year of the expiration of the local emergency. One year after the end of the emergency, unless if the rent is paid in full, a landlord may charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; or a landlord may seek rent that is delayed for the reasons stated in this Ordinance through the eviction or other appropriate legal process. No fee for the late payment of rent shall be charged by a landlord during the period of the emergency or one year after the end of the emergency. If a landlord makes an accommodation with respect to rent forbearance from a tenant pursuant to subsection 1.a, and the tenant is in conformance with the tenant’s obligations under that subsection, then the landlord shall not make a negative report to a credit bureau so long as the tenant remains in compliance with those obligations.

c. For purposes of this Ordinance, “financial impacts related to COVID-19” include, but are not limited to, lost household income or extraordinary expenses as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other substantial income reduction resulting from business closure or other economic or employer impacts of COVID-19 including for tenants who are salaried employees or self-employed; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to COVID-19; or (5) child care needs arising from school closures related to COVID-19.

d. For purposes of this Ordinance, “no-fault eviction” refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but
not limited to, eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161b, use by landlord or relatives as specified in Beverly Hills Municipal Code Chapters 5 and 6, demolition or condominium conversion, major remodeling, and the Ellis Act, which is called withdrawal of residential rental structure from the rental market in the Beverly Hills Municipal Code.

e. During this emergency, any notice served by a landlord on a tenant under Section 4-5-513 or Section 4-6-6 L of the Beverly Hills Municipal Code is hereby tolled.

f. This Ordinance applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed on March 15, 2020.

g. For purposes of this Ordinance, including residential and commercial tenancies, “substantial” shall be defined as a material decrease of monthly income, the incurring of extraordinary expenses related to COVID-19, or any other circumstance which causes an unusual and significant financial impact on the tenant.

h. Because some tenants may not be aware of this Ordinance’s provisions, the Deputy Director of the Rent Stabilization may extend the seven (7) day deadline for notifying the landlord for up to thirty (30) days.

2. If a landlord disagrees with the residential tenant’s assertion regarding: (1) whether a substantial financial impact exists; (2) whether the substantial financial impact is related to COVID-19; or (3) the amount of rent that the tenant will pay, then the landlord shall notify the tenant of the disagreement in writing within ten (10) days of receipt of the written documentation from the tenant. The residential tenant may file a written appeal to the City, on a form provided by the City, within ten (10) days of receipt of the landlord’s written determination and shall provide a copy of the appeal to the landlord. Appeals will be heard by the Standing Committee of the City Council appointed to hear disruptive tenant hearings or other Members of the City Council as designated by the Mayor, to make a final determination of the dispute, until fifteen (15) days after the Rent Stabilization Commission is appointed and sworn into office, in which case the Rent Stabilization Commission shall make a final determination of the dispute. If the Rent Stabilization Commission cannot render a decision by a majority vote, then the Standing Committee or other Members of the City Council, as designated by the Mayor, will make a final determination of the dispute. Final Decisions of the Subcommittee, Council Members designated by the Mayor, or the Rent Stabilization Commission are subject to judicial review filed pursuant to Section 1094.6 of the California Code of Civil Procedure. The hearing procedures shall be established by the City Attorney.

3. A temporary moratorium on eviction for non-payment of rent by commercial tenants substantially impacted by the COVID-19 crisis is imposed as follows:

a. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a commercial tenant in either of the following situations:
(1) for nonpayment of rent if the commercial tenant demonstrates that the commercial tenant is unable to pay rent due to substantial financial impacts related to COVID-19; or (2) for a no-fault eviction unless necessary for the health and safety of tenants, neighbors, or the landlord, other than based on illness of the tenant, the tenant’s family or any of tenant’s employees. A landlord who receives notice that a commercial tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice or otherwise seek to evict for nonpayment of rent. A landlord receives notice a commercial tenant’s inability to pay rent within the meaning of this Ordinance if the commercial tenant, within seven (7) days after the date that rent is due, notifies the landlord in writing of lost income or extraordinary expenses related to COVID-19 and inability to pay full rent due to substantial financial impacts related to COVID-19, and within thirty (30) days after the date the rent is due, provides written documentation to the landlord to support the claim. For purposes of this Ordinance, “in writing” includes email or text communications to a landlord or the landlord’s representative if that is the method of written communication that has been used previously, or correspondence by regular mail, if that is the method of written communication that has been used previously and the parties have not agreed to use email or text messaging. Any medical or financial information provided to the landlord shall be held in confidence, and only used for evaluating the commercial tenant’s claim. Nothing in this Ordinance shall relieve the commercial tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency, and which the commercial tenant must pay within one year of the expiration of the local emergency. One year after the end of the emergency if the rent is unpaid, a landlord may charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; or a landlord may seek rent that is delayed for the reasons stated in this Ordinance through the eviction or other appropriate legal process. No fee for the late payment of rent shall be charged by a landlord during the period of the emergency or after the end of the emergency.

b. For purposes of this Ordinance, “financial impacts related to COVID-19” include, but are not limited to, a tenant who lost substantial business income or has extraordinary expenses as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to COVID-19; or (5) child care needs arising from school closures related to COVID-19.

c. This Ordinance shall not apply to any commercial tenant that is a publicly traded entity, an entity that is listed on the Fortune 1000, or any entity that employs more than 500 employees or any commercial tenant that owned by another entity that is publicly traded, listed on the Fortune 1000 or combined with the commercial tenant and other subsidiaries employs more than 500 employees. As used in the preceding sentence, the term “owned” shall mean ownership of a majority of the ownership interest of the commercial tenant. This exemption shall not apply to a franchisee or similar small business owner who is the responsible tenant on the lease unless such small business owner meets the criteria of this exemption.
(1) Any commercial tenant covered by the exemption set forth in this subsection c, and who otherwise complied with this ordinance, shall have until 10 days, after the tenant has received notice as provided below, to pay all forborne rent that became due since March 16, 2020. The landlord shall not charge a late fee or interest in connection with such unpaid rent. If a commercial tenant fails to pay all forborne rent within 10 days after the tenant has received written notice delivered by certified mail with return receipt, overnight courier service, or by any other delivery method and provides written evidence of receipt, the landlord may charge a late fee or interest from that date.

d. A dispute as to whether the commercial tenant has demonstrated facts sufficient to result in a temporary payment reduction or other legal remedy shall be determined according to civil law.

Section 2. In addition to the requirements of the Governor’s Executive Order and the requirements of the Los Angeles County Department of Health order, the following regulations related to businesses, located in the City of Beverly Hills are adopted in order to implement recommended practices as a result of the COVID-19 pandemic:

a. Business located in the City with self-service unwrapped food items such as buffets are prohibited.

b. Enforcement of City codes and regulations may be relaxed as City staff deems appropriate in connection with commercial signs and banners displayed on or adjacent to restaurants, bars or other businesses that are permitted to remain open pursuant to this Ordinance.

c. The City shall provide for additional loading zones near businesses that are authorized to be open in order to facilitate curbside pickup.

Section 3. During the period of local emergency declared by the Director of Emergency Services on March 15, 2020 and affirmed by the City Council on March 16, 2020, in response to the COVID-19 pandemic, a temporary moratorium is hereby imposed on the annual rent increases authorized by Sections 4-5-303(c) and 4-6-3 of the Beverly Hills Municipal Code. This moratorium on rent increases shall be applied to any rent increase scheduled to take effect on or after March 15, 2020. Nothing in this Ordinance shall alter the date of annual rent increases in future years.

Section 4. During the period of local emergency declared by the City Council on March 16, 2020, in response to the COVID-19 pandemic, there shall be no increase in internet access fees or reduction in service.

Section 5. For the period beginning Saturday, May 9, 2020 at 6:00 p.m. through Monday, May 11, 2020 at 6:00 a.m., all City parks, fields, sports courts, and other recreational facilities shall be closed; provided however, restrooms in parks shall remain open during normal hours.
Section 6. For those establishments offering food pickup options, and other essential businesses, proprietors are directed to establish social distancing practices for those patrons in the queue for pickup and other reasons, as well those allowed in the premises or otherwise working. Such restaurants and essential businesses shall establish health and safety measures for their employees and customers, including but not limited to appropriate gloves and masks.

Section 7. Face Coverings. All persons shall wear face coverings that cover their mouth and nose openings such as scarves (dense fabric, without holes), bandannas, neck gaiters, or other fabric face coverings, when they leave their homes or places of residence for essential activities, such as taking a walk through their neighborhood, if that person has potential to come within six feet of another person not a member of their household. All persons, including non-medical essential workers are discouraged from using Personal Protective Equipment (PPE), such as N95 masks, for non-medical reasons.

Exceptions: These following exceptions will apply to this Section 6:

1. Children under the age of 2 are not required to wear face coverings.
2. Persons who must remove the face covering in order to receive medical services.
3. Persons who are directed to remove the face covering by a law enforcement officer.

For the purposes of this Ordinance, the terms "essential business," "essential workers," and "essential activity" shall have the same meanings as they do under State law.

Section 8. Business Tax. No penalties or interest shall accrue on outstanding business tax during the period that the City of Beverly Hills has declared an emergency related to the COVID-19 pandemic. The Director of Finance is authorized in his sole discretion to waive any penalties and/or interest on business tax imposed prior to the March 15, 2020 declaration of emergency, upon a request by a business owner and a demonstration by the business owner of economic hardship due to COVID-19.

Section 9. Hoarding. The City Council urges residents not to hoard essential goods such as hand sanitizer, cleaning supplies, toilet paper, canned food, frozen food and other needed supplies. The City Council strongly condemns hoarding. Retail establishments located in the City shall be responsible for limiting the sales of such items, as they see fit to provide greater accessibility to a larger group of customers.

Section 10. Violations. Violations of this Ordinance shall be punishable as set forth in Section 2-4-111 and Chapter 3 of Title 1 of the Beverly Hills Municipal Code except violations of Section 6 which shall be solely subject to the administrative citation process set forth in Chapter 3 of Title 1 of the Beverly Hills Municipal Code. In addition, this Ordinance provides a defense to a tenant, in the event that an unlawful detainer action is commenced in violation of this Ordinance.

Section 11. Remain in Effect. This Ordinance shall remain in effect for the duration of the local emergency.
Section 12. Ordinance No. 20-O-2808 is hereby repealed and replaced by this Ordinance.

Section 13. Uncodified. This Ordinance shall not be codified.

Section 14. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

Section 15. Publication. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the city within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this Ordinance and shall cause this Ordinance and the City Clerk’s certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Section 16. Effective Date. This Ordinance is adopted as an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Section 36937(b), and therefore shall be passed immediately upon its introduction and shall become effective at 12:01 a.m., May 6, 2020 upon its adoption by a minimum 4/5 vote of the City Council.

Section 17. Duration. This Ordinance shall remain in effect until it is superseded by another Ordinance adopted by the City Council.

Section 18. Certification. The City Clerk shall certify to the adoption of this Ordinance.

Adopted: May 5, 2020
Effective: May 6, 2020

LESTER J. FRIEDMAN
Mayor of the City of Beverly Hills,
California

ATTEST:

__________________________
(SEAL)
HUMA AHMED
City Clerk

**DOCUMENT SIGNED IN COUNTERPARTS**
Section 12. Ordinance No. 20-O-2808 is hereby repealed and replaced by this Ordinance.

Section 13. Uncodified. This Ordinance shall not be codified.

Section 14. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

Section 15. Publication. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the city within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this Ordinance and shall cause this Ordinance and the City Clerk’s certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

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Adopted: May 5, 2020
Effective: May 6, 2020

LESTER J. FRIEDMAN
Mayor of the City of Beverly Hills,
California

ATTEST:

HUMA AHMED
City Clerk

**DOCUMENT SIGNED IN COUNTERPARTS**
APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

GEORGE CHAVES
City Manager

**DOCUMENT SIGNED IN COUNTERPARTS**
ATTACHMENT 7
ORDINANCE NO. 20-O-2809

AN URGENCY ORDINANCE OF THE CITY OF BEVERLY HILLS
ADOPTING EMERGENCY REGULATIONS RELATED TO RESIDENTIAL
AND COMMERCIAL TENANT EVICTIONS, AND OTHER MEASURES,
REPEALING ORDINANCE NO. 20-O-2808, AND DECLARING THE
URGENCY THEREOF

THE CITY COUNCIL OF THE CITY OF BEVERLY HILLS HEREBY ORDAINS AS
FOLLOWS:

WHEREAS, international, national, state, and local health and governmental authorities
are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-
CoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated
COVID-19, (“COVID-19”); and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and
Department of Public Health declared a local emergency and local public health emergency to aid
the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of
emergency to make additional resources available, formalize emergency actions already underway
across multiple state agencies and departments, and help the state prepare for the broader spread
of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a
national emergency and announced that the federal government would make emergency funding
available to assist state and local governments in preventing the spread and addressing the effects
of COVID-19; and

WHEREAS, on March 15, 2020, the City Manager, in his role as the Director of
Emergency Services, proclaimed the existence of a local emergency pursuant to Section 2-4-107
of the Beverly Hills Municipal Code to ensure the availability of mutual aid and an effective City
response to the novel coronavirus (“COVID-19”) and that state of emergency was ratified by the
City Council on March 16, 2020; and

WHEREAS, the California Department of Public Health and the Los Angeles County
Department of Public Health have all issued orders including, but not limited to, social distancing,
staying home if sick, canceling or postponing large group events, working from home, and other
precautions to protect public health and prevent transmission of this communicable virus; and
WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many tenants in Beverly Hills have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, the Governor of the State of California has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19, and individuals directly affected by COVID-19 may experience loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, further economic impacts are anticipated, leaving tenants vulnerable to eviction; and

WHEREAS, the City of Beverly Hills is redoubling its efforts to maintain hand hygiene, respiratory etiquette, and social distancing. It is absolutely critical that the City does everything possible to slow the pace of community spread and avoid unnecessary strain on our medical system. To aid in these efforts, the City Council is ordering a series of temporary restrictions be placed on certain establishments throughout the City in which large numbers of people tend to gather and remain in close proximity and is requiring the wearing of face coverings.

WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City’s affordable housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, commercial tenants who operate businesses within the City may have to close their businesses in response to emergency orders, which will substantially decrease or eliminate their income, and businesses that are permitted to remain open also are likely to experience a significant loss of income while the emergency orders are in effect; and

WHEREAS, in the interest of public peace, health and safety, as affected by the emergency caused by the spread of COVID-19, it is necessary for the City Council to exercise its authority to issue these regulations related to the protection of the public peace, health or safety.

Section 1. The City Council of the City of Beverly Hills does adopt the recitals and the following emergency regulations which shall take effect immediately:

1. A temporary moratorium on eviction for non-payment of rent by residential tenants substantially impacted by the COVID-19 crisis is imposed as follows:

   a. During the period of local emergency declared in response to COVID-19, no landlord shall endeavor to evict a tenant in either of the following situations: (1) for nonpayment of rent if the tenant demonstrates that the tenant is unable to pay rent due to substantial financial impacts related to COVID-19, or (2) for a no-fault eviction, unless necessary for the health and safety of tenants, neighbors, or the landlord, other than based on illness of the tenant or
any other occupant of the residential rental unit. A landlord who receives notice that a tenant cannot pay some or all of the rent temporarily for the reasons set forth above shall not serve a notice pursuant to Code of Civil Procedure section 1161(2), file or prosecute an unlawful detainer action based on a 3-day pay or quit notice, or otherwise seek to evict for nonpayment of rent. A landlord receives notice of a tenant’s inability to pay rent within the meaning of this Ordinance if the tenant, within seven (7) days after the date that rent is due, notifies the landlord in writing, of lost income or extraordinary expenses related to COVID-19 and inability to pay full rent due to substantial financial impacts related to COVID-19, and within thirty (30) days after the date the rent is due, provides written documentation to the landlord to support the claim, using the form provided by the City. A copy of both the seven-day notice and the documentation to support the claim shall also be provided by email (or if email is not feasible by mail along with notification by telephone) to the City’s Rent Stabilization office. For purposes of this Ordinance, “in writing” includes email or text communications to a landlord or the landlord’s representative if that is the method of written communication that has been used previously, or correspondence by regular mail, if that is the method of written communication that has been used previously and the parties have not agreed to use email or text messaging. Any medical or financial information provided to the landlord shall be held in confidence, and shall be used only for evaluating the tenant’s claim.

b. Nothing in this Ordinance shall relieve the tenant of liability for the unpaid rent, which the landlord may seek after expiration of the local emergency, and which the tenant must pay in full within one year of the expiration of the local emergency. One year after the end of the emergency, unless if the rent is paid in full, a landlord may charge or collect a late fee for rent that is delayed for the reasons stated in this Ordinance; or a landlord may seek rent that is delayed for the reasons stated in this Ordinance through the eviction or other appropriate legal process. No fee for the late payment of rent shall be charged by a landlord during the period of the emergency or one year after the end of the emergency. If a landlord makes an accommodation with respect to rent forbearance from a tenant pursuant to subsection 1a, and the tenant is in conformance with the tenant’s obligations under that subsection, then the landlord shall not make a negative report to a credit bureau so long as the tenant remains in compliance with those obligations.

c. For purposes of this Ordinance, “financial impacts related to COVID-19” include, but are not limited to, lost household income or extraordinary expenses as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) lay-off, loss of hours, or other substantial income reduction resulting from business closure or other economic or employer impacts of COVID-19 including for tenants who are salaried employees or self-employed; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to COVID-19; or (5) child care needs arising from school closures related to COVID-19.

d. For purposes of this Ordinance, “no-fault eviction” refers to any eviction for which the notice to terminate tenancy is not based on alleged fault by the tenant, including but
not limited to, eviction notices served pursuant to Code of Civil Procedure sections 1161(1), 1161(5), or 1161b, use by landlord or relatives as specified in Beverly Hills Municipal Code Chapters 5 and 6, demolition or condominium conversion, major remodeling, and the Ellis Act, which is called withdrawal of residential rental structure from the rental market in the Beverly Hills Municipal Code.

c. During this emergency, any notice served by a landlord on a tenant under Section 4-5-513 or Section 4-6-6 L of the Beverly Hills Municipal Code is hereby tolled.

d. This Ordinance applies to nonpayment eviction notices, no-fault eviction notices, and unlawful detainer actions based on such notices, served or filed on or after the date on which a local emergency was proclaimed on March 15, 2020.

e. For purposes of this Ordinance, including residential and commercial tenancies, “substantial” shall be defined as a material decrease of monthly income, the incurring of extraordinary expenses related to COVID-19, or any other circumstance which causes an unusual and significant financial impact on the tenant.

h. Because some tenants may not be aware of this Ordinance’s provisions, the Deputy Director of the Rent Stabilization may extend the seven (7) day deadline for notifying the landlord for up to thirty (30) days.

2. If a landlord disagrees with the residential tenant’s assertion regarding: (1) whether a substantial financial impact exists; (2) whether the substantial financial impact is related to COVID-19; or (3) the amount of rent that the tenant will pay, then the landlord shall notify the tenant of the disagreement in writing within ten (10) days of receipt of the written documentation from the tenant. The residential tenant may file a written appeal to the City, on a form provided by the City, within ten (10) days of receipt of the landlord’s written determination and shall provide a copy of the appeal to the landlord. Appeals will be heard by the Standing Committee of the City Council appointed to hear disruptive tenant hearings or other Members of the City Council as designated by the Mayor, to make a final determination of the dispute, until fifteen (15) days after the Rent Stabilization Commission is appointed and sworn into office, in which case the Rent Stabilization Commission shall make a final determination of the dispute. If the Rent Stabilization Commission cannot render a decision by a majority vote, then the Standing Committee or other Members of the City Council, as designated by the Mayor, will make a final determination of the dispute. Final Decisions of the Subcommittee, Council Members designated by the Mayor, or the Rent Stabilization Commission are subject to judicial review filed pursuant to Section 1094.6 of the California Code of Civil Procedure. The hearing procedures shall be established by the City Attorney.

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b. For purposes of this Ordinance, “financial impacts related to COVID-19” include, but are not limited to, a tenant who lost substantial business income or has extraordinary expenses as a result of any of the following: (1) being sick with COVID-19, or caring for a household or family member who is sick with COVID-19; (2) income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from a government health authority to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to COVID-19; or (5) child care needs arising from school closures related to COVID-19.

c. This Ordinance shall not apply to any commercial tenant that is a publicly traded entity, an entity that is listed on the Fortune 1000, or any entity that employs more than 500 employees or any commercial tenant that owned by another entity that is publicly traded, listed on the Fortune 1000 or combined with the commercial tenant and other subsidiaries employs more than 500 employees. As used in the preceding sentence, the term “owned” shall mean ownership of a majority of the ownership interest of the commercial tenant. This exemption shall not apply to a franchisee or similar small business owner who is the responsible tenant on the lease unless such small business owner meets the criteria of this exemption.
(1) Any commercial tenant covered by the exemption set forth in this subsection c, and who otherwise complied with this ordinance, shall have until 10 days, after the tenant has received notice as provided below, to pay all forborne rent that became due since March 16, 2020. The landlord shall not charge a late fee or interest in connection with such unpaid rent. If a commercial tenant fails to pay all forborne rent within 10 days after the tenant has received written notice delivered by certified mail with return receipt, overnight courier service, or by any other delivery method and provides written evidence of receipt, the landlord may charge a late fee or interest from that date.

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Section 2. In addition to the requirements of the Governor's Executive Order and the requirements of the Los Angeles County Department of Health order, the following regulations related to businesses, located in the City of Beverly Hills are adopted in order to implement recommended practices as a result of the COVID-19 pandemic:

a. Business located in the City with self-service unwrapped food items such as buffets are prohibited.

b. Enforcement of City codes and regulations may be relaxed as City staff deems appropriate in connection with commercial signs and banners displayed on or adjacent to restaurants, bars or other businesses that are permitted to remain open pursuant to this Ordinance.

c. The City shall provide for additional loading zones near businesses that are authorized to be open in order to facilitate curbside pickup.

Section 3. During the period of local emergency declared by the Director of Emergency Services on March 15, 2020 and affirmed by the City Council on March 16, 2020, in response to the COVID-19 pandemic, a temporary moratorium is hereby imposed on the annual rent increases authorized by Sections 4-5-303(c) and 4-6-3 of the Beverly Hills Municipal Code. This moratorium on rent increases shall be applied to any rent increase scheduled to take effect on or after March 15, 2020. Nothing in this Ordinance shall alter the date of annual rent increases in future years.

Section 4. During the period of local emergency declared by the City Council on March 16, 2020, in response to the COVID-19 pandemic, there shall be no increase in internet access fees or reduction in service.

Section 5. For the period beginning Saturday, May 9, 2020 at 6:00 p.m. through Monday, May 11, 2020 at 6:00 a.m., all City parks, fields, sports courts, and other recreational facilities shall be closed; provided however, restrooms in parks shall remain open during normal hours.
Section 6. For those establishments offering food pickup options, and other essential businesses, proprietors are directed to establish social distancing practices for those patrons in the queue for pickup and other reasons, as well those allowed in the premises or otherwise working. Such restaurants and essential businesses shall establish health and safety measures for their employees and customers, including but not limited to appropriate gloves and masks.

Section 7. Face Coverings. All persons shall wear face coverings that cover their mouth and nose openings such as scarves (dense fabric, without holes), bandannas, neck gaiters, or other fabric face coverings, when they leave their homes or places of residence for essential activities, such as taking a walk through their neighborhood, if that person has potential to come within six feet of another person not a member of their household. All persons, including non-medical essential workers are discouraged from using Personal Protective Equipment (PPE), such as N95 masks, for non-medical reasons.

Exceptions: These following exceptions will apply to this Section 6:
1. Children under the age of 2 are not required to wear face coverings.
2. Persons who must remove the face covering in order to receive medical services.
3. Persons who are directed to remove the face covering by a law enforcement officer.

For the purposes of this Ordinance, the terms “essential business,” “essential workers,” and “essential activity” shall have the same meanings as they do under State law.

Section 8. Business Tax. No penalties or interest shall accrue on outstanding business tax during the period that the City of Beverly Hills has declared an emergency related to the COVID-19 pandemic. The Director of Finance is authorized in his sole discretion to waive any penalties and/or interest on business tax imposed prior to the March 15, 2020 declaration of emergency, upon a request by a business owner and a demonstration by the business owner of economic hardship due to COVID-19.

Section 9. Hoarding. The City Council urges residents not to hoard essential goods such as hand sanitizer, cleaning supplies, toilet paper, canned food, frozen food and other needed supplies. The City Council strongly condemns hoarding. Retail establishments located in the City shall be responsible for limiting the sales of such items, as they see fit to provide greater accessibility to a larger group of customers.

Section 10. Violations. Violations of this Ordinance shall be punishable as set forth in Section 2-4-111 and Chapter 3 of Title 1 of the Beverly Hills Municipal Code except violations of Section 6 which shall be solely subject to the administrative citation process set forth in Chapter 3 of Title 1 of the Beverly Hills Municipal Code. In addition, this Ordinance provides a defense to a tenant, in the event that an unlawful detainer action is commenced in violation of this Ordinance.

Section 11. Remain in Effect. This Ordinance shall remain in effect for the duration of the local emergency.
Section 12. Ordinance No. 20-0-2808 is hereby repealed and replaced by this Ordinance.

Section 13. Uncodified. This Ordinance shall not be codified.

Section 14. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

Section 15. Publication. The City Clerk shall cause this Ordinance to be published at least once in a newspaper of general circulation published and circulated in the city within fifteen (15) days after its passage in accordance with Section 36933 of the Government Code, shall certify to the adoption of this Ordinance and shall cause this Ordinance and the City Clerk's certification, together with proof of publication, to be entered in the Book of Ordinances of the Council of this City.

Section 16. Effective Date. This Ordinance is adopted as an urgency ordinance for the immediate preservation of the public peace, health and safety within the meaning of Government Code Section 36937(b), and therefore shall be passed immediately upon its introduction and shall become effective at 12:01 a.m., May 6, 2020 upon its adoption by a minimum 4/5 vote of the City Council.

Section 17. Duration. This Ordinance shall remain in effect until it is superseded by another Ordinance adopted by the City Council.

Section 18. Certification. The City Clerk shall certify to the adoption of this Ordinance.

Adopted: May 5, 2020
Effective: May 6, 2020

LESTER J. FRIEDMAN
Mayor of the City of Beverly Hills,
California

ATTEST:

HUMA AHMED
City Clerk

**DOCUMENT SIGNED IN COUNTERPARTS**
Section 12. Ordinance No. 20-O-2808 is hereby repealed and replaced by this Ordinance.

Section 13. Uncodified. This Ordinance shall not be codified.

Section 14. Severability. If any provision of this Ordinance is held invalid by a court of competent jurisdiction, such provision shall be considered a separate, distinct and independent provision and such holding shall not affect the validity and enforceability of the other provisions of this Ordinance.

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Mayor of the City of Beverly Hills,
California

ATTEST:

HUMA AHMED
City Clerk

**DOCUMENT SIGNED IN COUNTERPARTS**
APPROVED AS TO FORM:

LAURENCE S. WIENER
City Attorney

APPROVED AS TO CONTENT:

GEORGE CHAVEZ
City Manager

*DOCUMENT SIGNED IN COUNTERPART***
HEARING PROCEDURES FOR APPEALS REGARDING LANDLORD/TENANT DISPUTES FOR NON-PAYMENT OF RENT DUE TO FINANCIAL IMPACTS RELATED TO COVID-19

Introduction: Purpose of the hearing is to provide due process and a fair hearing to all parties.

I. Appeal for Hearing

A. Residential tenant submits Appeal to the City and the landlord, using the City’s form (“COVID-2019 Appeal Form”) within 10 days after the landlord notifies the tenant in writing (including by an email or text) that the landlord disagrees with the tenant’s determination regarding the tenant’s inability to pay all or a portion of the full rent.

B. Staff determines if COVID-19 Appeal Form is complete.

C. Staff transmits the complete COVID-19 Appeal Form and supporting documents to the Standing Committee of the City Council appointed to hear disruptive tenant hearings (“Subcommittee”), other Council Members appointed by the Mayor, or the Rent Stabilization Commission (“Commission”), as applicable (“Decision-Making Body”).

D. If any member of the Decision-Making Body has a conflict of interest or bias for or against a party to the proceedings, please notify staff of the Rent Stabilization Division or the City Attorney’s Office immediately.

II. Hearing

A. The hearing must be scheduled within 15 days after a complete COVID-19 Appeal Form is filed with the City and shall be held within 15 days thereafter.

B. The Rent Stabilization Division will provide written notice of the hearing to the landlord and tenant at least 5 business days prior to hearing (by email or regular mail).

C. Prior to opening the hearing:

1. Staff describes the hearing process and provides a statement that the prerequisites of the hearing set forth in Section I have been satisfied.

2. Decision-Making Body members disclose any oral or written communications between the member and any party or witness.
3. City Attorney’s office administers an oath to all witnesses at once: “Do you promise and swear that the testimony you are about to give is the whole truth and nothing but the truth so help you?”

4. Decision-Making Body establishes time limits (minimum 10 minutes each for landlord and tenant presentations, adjusted for translation and reasonable accommodation) and for rebuttal (minimum 5 minutes). If the record is extensive or if a party asks for more time, the Decision-Making Body should grant reasonable time periods, which are the same, to both parties. The purpose is to provide due process and a fair hearing to all concerned.

D. Landlord and tenant are entitled to assistance from any person, including an attorney.

E. Staff tape records the proceedings.

F. Decision-Making Body opens the presentation portion of the hearing to the parties but controls the hearing and maintains decorum.

1. Recesses can be used when discussion or testimony is heated.

2. If someone cannot control himself or herself, after at least one recess (preferably two), ask the person to leave the room/telephone call/video conference. If he or she does not leave, recess the hearing again and request staff to call a police officer (for hearings conducted at City Hall). (Important to demonstrate that the person has disrupted the proceedings.)

3. Typical order of proceedings:
   i. Tenant’s presentation, including tenant’s testimony and written documentation.
   ii. Testimony by others in support of Tenant’s Appeal.
   iii. Landlord’s presentation, including landlord’s testimony and written documentation.
   iv. Testimony by others in support of Landlord.
   v. Tenant’s rebuttal/closing.
vi. Portion of hearing for presentations by the parties is closed (unless hearing is continued to allow additional testimony or evidence to be presented at a future date).


viii. Decision-Making Body votes to (a) uphold the tenant’s determination regarding the amount of rent the tenant is able to pay (including $0.00 per month, if applicable) as set forth in the tenant’s COVID-19 notification form; or (b) to reject one or more of the tenant’s contentions that a substantial financial impact exists, the financial impact is related to COVID-19, or regarding the amount of rent the tenant has determined the tenant can pay.

To take any of the actions, 2 votes are required by the Subcommittee or other Council Members designated by the Mayor and 4 votes are required by the Commission.

ix. Assuming there are 2 votes or 4 votes to take any action, as applicable, the City Attorney will memorialize the decision in writing for review and approval by the Decision-Making Body.

x. If there are not 2 votes by the Subcommittee or Council Members designated by the Mayor one way or the other, the Tenant’s Appeal is granted and the tenant’s Determination stands. If there are not 4 votes by the Members of the Commission one way or the other, then the matter shall be referred to the Subcommittee or Council Members designated by the Mayor for final determination.

G. Formal rules of evidence are not followed. Generally, all evidence is admitted unless it is irrelevant to the proceedings, in which case the Subcommittee, the two members of the Council Subcommittee appointed by the Mayor, or the Chair of the Commission, as applicable, can admonish a party that they are using their time to address irrelevant topics or ask the City Attorney’s Office for a ruling about whether evidence is relevant and/or to admonish a witness or party to address relevant issues.

1. All evidence submitted by the tenant with the tenant’s COVID-19 notification form or COVID-19 Appeal Form will be provided to Decision-Making Body. Any
supplemental documentation must be submitted to the Decision-Making Body and the other party (landlord or tenant, as applicable), at least two business days before the date of the hearing.

H. Cross examination of witnesses (including parties who testify) by other parties and members of the Decision-Making Body shall be allowed immediately after each witness is called by a party to testify.

J. The burden of proof is on the landlord to prove by a preponderance of the evidence that the landlord’s determination is correct.

1. This means that the landlord must present relevant evidence that is more credible and convincing than the evidence presented by the tenant.

2. Adequate evidence can be in the form of testimony, documents and authenticated written statements.

III. Write and Issue Determination

A. Consult with the City Attorney’s Office as needed regarding legal issues.

B. Assuming 2 votes or 4 votes, as applicable, to take an action on the Appeal, give direction to the City Attorney’s Office regarding the evidence that the Decision-Making Body found to be relevant and credible in support of the Decision-Making Body’s decision.

C. Decision-Making Body may recess the meeting to allow the City Attorney’s Office to complete the decision form for review and approval by the Decision-Making Body.

D. Staff will email or mail by regular mail the notice of decision to the landlord and tenant within business 2 days of the issuance of the Decision-Making Body’s written determination.