



# City of Culver City

Mike Balkman Council  
Chambers  
9770 Culver Blvd.  
Culver City, CA 90232

## Staff Report

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**File #:** 25-943, **Version:** 2

**Item #:** A-3.

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**CC - ACTION ITEM:** (1) Adoption of an Interim Ordinance Establishing a Tenant Right to Counsel Program for a Period of 12-Months; and (2) (If Desired) Direction to the City Manager Regarding Additional Funding for the Program in the Proposed Budget for Fiscal Year 2025-2026.

**Meeting Date:** April 14, 2025

**Contact Person/Dept.:** Tevis Barnes, Housing and Human Services Department  
Christina Burrows, Assistant City Attorney

**Phone Number:** (310) 253-5660  
(310) 253-5780

**Fiscal Impact:** Yes ☒ No ☐

**General Fund:** Yes ☒ No ☐

**Attachments:** Yes ☒ No ☐

**Public Notification:** (E-Mail) Meetings and Agendas - City Council (04/10/2025)

**Department Approval:** Tevis Barnes, Housing and Human Services Director (03/26/2025); Heather Baker, City Attorney (04/08/2025)

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### **RECOMMENDATION**

Staff recommends the City Council (1) adopt an interim ordinance establishing a Tenant Right to Counsel Program for a period of 12-Months; and (2) if desired, direct the City Manager regarding additional funding for the Tenant Right to Counsel Program in the Proposed Budget for Fiscal Year 2025-2026.

### **BACKGROUND**

On March 3, 2025 the City Council directed staff to prepare an urgency ordinance establishing a Tenant Right to Counsel Program. On March 17, 2025, after discussing the options for a Tenant Right to Counsel Program, the City Council introduced an interim ordinance which would establish a Tenant Right to Counsel Program for a period of 12-months (the "Pilot Program").

### **DISCUSSION**

*Proposed Pilot Program*

The table below compares the Current Service Model with the Pilot Program.

<b>Current Service Model: Contract with Bet Tzedek</b>	<b>Proposed Service Model: Contract with Bet Tzedek and Tenant Right to Counsel Pilot Program</b>
<ul style="list-style-type: none"> <li>❖ Legal Services:               <ul style="list-style-type: none"> <li>▪ Advice and Counsel</li> <li>▪ Limited Scope Assistance</li> <li>▪ Full Scope Representation</li> </ul> </li> <li>❖ Weekly Legal Clinics</li> <li>❖ Referral Services</li> <li>❖ Education Outreach (e.g., workshops)</li> </ul>	<ul style="list-style-type: none"> <li>❖ Legal Services:               <ul style="list-style-type: none"> <li>▪ Advice and Counsel</li> <li>▪ Limited Scope Assistance</li> <li>▪ Full Scope Representation limited to income eligible tenants</li> </ul> </li> <li>❖ Weekly Legal Clinics</li> <li>❖ Referral Services</li> <li>❖ Education Outreach (e.g., workshops)</li> </ul>
<ul style="list-style-type: none"> <li>❖ All tenants are eligible to access services.</li> <li>❖ Bet Tzedek endeavors to provide services to as many tenants as possible, but due to limited capacity, at times tenants may not receive full scope legal representation.</li> </ul>	<ul style="list-style-type: none"> <li>❖ All tenants are eligible to access services, but not all are entitled to full scope representation.</li> <li>❖ Tenants who meet the eligibility criteria, including having an income at or below 80% AMI, will receive full scope legal representation.</li> </ul>
<ul style="list-style-type: none"> <li>❖ Contract is \$153,198 for FY 24/25</li> </ul>	<ul style="list-style-type: none"> <li>❖ Services through the end of the current fiscal year will be provided using the existing contract amount of \$153,198 for FY 24/25.</li> <li>❖ According to Bet Tzedek, the existing funding under their contract for FY 25/26 (which is \$153,198 + CPI) is insufficient to provide full scope legal representation to all eligible tenants. Bet Tzedek estimates needing additional funding for FY 25/26 to fulfill its obligations under the Program.</li> </ul>
<ul style="list-style-type: none"> <li>❖ Staff collects data on the utilization of the current services.</li> </ul>	<ul style="list-style-type: none"> <li>❖ Staff will collect data on the utilization of the Pilot Program.</li> </ul>

*Evaluation of Pilot Program*

Bet Tzedek currently provides one staff attorney to cover Culver City. The cost of the existing agreement for Fiscal Year 2025-2026 will be approximately \$160,000. In order to provide full scope legal representation to all eligible tenants, Bet Tzedek anticipates needing a ramp up period to hire and train at least seven additional attorneys and four administrative staff. To fund the additional staff, the contract amount would need to be increased by \$1,070,000 for Fiscal Year 2025-2026.

Staff anticipates using the 12-month Pilot Program in order to evaluate the need for services and to evaluate the costs to provide different levels of service.

### *Data Collection*

At the March 4, 2025 and March 17, 2025 City Council meetings, City Council members asked what data the City collects on evictions. The City requires landlords to provide a copy of a “Notice of Termination” but the City does not track actual eviction actions. Notices of Termination and Eviction/Unlawful Detainer Actions are described in more detail below. In addition, the attached Culver City Data Report shows the data collected in 2024 by Bet Tzedek for the current service model.

### Notices of Termination

- For all tenancies of 12 months or more, the Tenant Protections Ordinance requires landlords to submit copies of all Notices of Termination issued to a tenant within 5 days of serving the notice.
- Notices of Termination require the tenant to complete an action by a deadline. For example, a Three-Day Notice to Pay or Quit requires that a tenant pay the rent due within three days or vacate the premises. A tenant’s failure to do so permits the filing of an eviction action (eviction).
- Not all Notices of Termination result in an eviction action.
- Bet Tzedek offers counsel and advice on responding to a Notice of Termination, and on legal issues that are unrelated to eviction actions, such as non-eviction notices from landlords, substandard housing conditions, rent increases, breaking a lease, security deposits, etc. Bet Tzedek generally does not provide limited or full scope representation of a tenant unless an unlawful detainer action commences (see below).

### Unlawful Detainers

- If a tenant is not responsive to a Notice of Termination or doesn’t complete the action within the specified deadline, the landlord can file an eviction case (called an Unlawful Detainer or “UD” action). The landlord must have a copy of the court papers delivered (served) on the tenant.
- If the landlord wins, they can ask the judge for a court order directing the sheriff to evict the tenants. The sheriff will post a Notice to Vacate and the tenant has time to move out.
- The Tenant Protections Ordinance does not require landlords to submit any notices or decisions of unlawful detainer actions to the City.
- Bet Tzedek currently provides limited and full scope representation to tenants who are facing an unlawful detainer action.

### *Outreach*

If the Pilot Program is adopted, staff will work with its communications consultant to craft and implement an outreach plan to ensure public education and awareness of the Pilot Program launch including an animated video, decision tree, fact sheet, FAQs, GovDelivery emails, and social media posts. In addition, the City’s website will highlight the launch of the Pilot Program and will be regularly updated with pertinent information to ensure awareness of services.

Staff reviewed Los Angeles County’s Tenant Right to Counsel Program and noted that the County requires landlords to provide tenants with a notice of the Tenant Right to Counsel Program when serving an eviction notice on the tenant. Pursuant to the authority granted by Section 3.C of the Ordinance, City staff intends to prepare a regulation requiring landlords to provide notice of the

Tenant Right to Counsel Program to tenants, unless directed otherwise by the City Council during the discussion of this agenda item.

### **FISCAL ANALYSIS**

If the Ordinance is adopted, and full scope legal representation is provided to every eligible tenant starting in the 12-month Pilot Program, it is estimated that the Bet Tzedek contract will need to be increased by \$1,070,000 for a total not-to-exceed of \$1,230,000 for Fiscal Year 2025-2026 in order to provide full scope legal representation under the Program. In the event the tenant demand for the Pilot Program services exceeds the existing proposed contract amount, staff would return to the City Council to see if the City Council wishes to provide additional funding.

Existing costs for the Rent Stabilization Program, which include the Bet Tzedek contract, are covered by Rental Unit Registration Fees. Those fees do not generate additional revenue. If approved by Council, funding for the increased scope of the agreement would come from the General Fund and would be included in the Proposed Budget for Fiscal Year 2025-2026. This would increase the existing structural deficit in the General Fund.

### **ATTACHMENTS**

1. Interim Ordinance Establishing a Tenant Right to Counsel Program.
2. Culver City 2024 Data Report.
3. Bet Tzedek Estimated Budget Memo

### **MOTION(S)**

That the City Council:

1. Adopt an interim ordinance establishing a Tenant Right to Counsel Program for a Period of 12-Months;
2. (If desired) Direct the City Manager regarding including additional funding in the Proposed Budget for Fiscal Year 2025-2026 for the Tenant Right to Counsel Program; and
3. Provide other direction to the City Manager as deemed appropriate.

ORDINANCE NO. 2025 \_\_\_\_\_

**AN INTERIM ORDINANCE OF THE CITY OF CULVER CITY,  
CALIFORNIA, ESTABLISHING A TENANT RIGHT TO COUNSEL  
PROGRAM FOR A PERIOD OF 12-MONTHS**

WHEREAS, beginning January 7, 2025, a series of 30 wildfires ignited across Southern California, primarily impacting Los Angeles, Riverside, San Bernardino, and Ventura counties. Of those, the two largest fires were the Palisades Fire and the Eaton Fire, both of which impacted Culver City residents and workers;

WHEREAS, the fires caused significant loss of life, displacement of residents, and widespread property damage, including homes, businesses, and critical infrastructure. The fires pose a serious threat to public health due to smoke and particulate pollution inhalation, injuries, and potential hazards related to fire clean up. Moreover, the fires disrupted businesses, transportation, and daily life, resulting in significant economic losses for the region;

WHEREAS, the City of Los Angeles and the County of Los Angeles declared a local state of emergency on January 7, 2025. This proactive measure was taken in anticipation of the extreme Santa Ana winds and the high fire risk they posed;

WHEREAS, Governor Gavin Newsom proclaimed a state of emergency for the state of California on January 7, 2025, authorizing a coordinated response, as well as an executive order suspending the California Environmental Quality Act (CEQA) and the California Coastal Act, as well as directing state agencies to identify permitting requirements that could be streamlined or suspended to accelerate rebuilding or housing of displaced persons;

1 WHEREAS, on January 8, 2025, President Biden approved a federal emergency  
2 declaration for California, authorizing deployment of Federal Emergency Management Agency  
3 (FEMA) resources to California and provision of federal disaster assistance;

4 WHEREAS, the Los Angeles County Department of Public Health declared a  
5 local health emergency and issued an advisory that the smoke from the wildfires has resulted  
6 in toxic airborne particles. These can cause a variety of illnesses, particularly in those most  
7 vulnerable—children, older adults, those with respiratory or heart conditions, or those with  
8 otherwise compromised immune systems; and  
9

10 WHEREAS, in an effort to protect Culver City Tenants who face eviction during  
11 this emergency, on March 3, 2025 the City Council of the City of Culver City directed staff to  
12 bring back an ordinance establishing a Tenant Right to Counsel Program.

13 **NOW, THEREFORE**, the City Council of the City of Culver City, California, **DOES**  
14 **HEREBY ORDAIN** as follows:

15 **SECTION 1. FINDINGS.** The City Council of the City of Culver City hereby  
16 finds, determines and declares that:  
17

18 **A.** Access to safe, secure, and affordable housing is essential to achieving  
19 equal access to other fundamental needs. A lack of access to legal  
20 representation discourages tenants from challenging unlawful evictions  
21 and asserting their rights contributing to the disruption of families and  
22 communities, and to homelessness.  
23

24 **B.** The purpose of adopting the Tenant Right to Counsel Program is to  
25 provide Culver City tenants with access to legal representation in eviction  
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28

proceedings subject to the availability of funding and annual budget appropriations.

C. This ordinance strengthens the City's housing strategies to minimize tenant displacement and homelessness.

**SECTION 2. DEFINITIONS.** For purposes of this Ordinance, the following definitions shall apply:

A. "**City**" means the City of Culver City.

B. "**Covered Proceeding**" means an unlawful detainer proceeding or equivalent legal proceeding to terminate the Tenancy of a Tenant. A Covered Proceeding does not include any appellate proceeding, unless approved by the Department.

C. "**Department**" means the Housing and Human Services Department.

D. "**Designated Organization**" means an organization designated by the Department that has the capacity to provide Full Scope Legal Representation to Tenants in a Covered Proceeding. Such organization may be a nonprofit organization, legal services clinic, for-profit legal services provider, or other equivalent organization.

E. "**Full Scope Legal Representation**" means legal representation provided to a Tenant in a Covered Proceeding by an attorney licensed in the State of California. Full Scope Legal Representation means the attorney will handle all aspects of the client's case and includes, but is not limited to, consultation, document preparation, negotiations, court appearances, and any other necessary tasks on behalf of a Tenant.

F. "**Landlord**" is defined in Culver City Municipal Code Section 15.09.305.

G. "**Program**" means the Tenant Right to Counsel Program.

H. "**Rental Unit**" is defined in Culver City Municipal Code Section 15.09.305.

I. "**Tenancy**" is defined in Culver City Municipal Code Section 15.09.305.

1                   **J. "Tenant"** is defined in Culver City Municipal Code Section 15.09.305.

2                   **SECTION 3. TENANT RIGHT TO COUNSEL PROGRAM.** Based on the  
3 findings set forth in Section 1, the City Council hereby creates a Tenant Right to Counsel  
4 Program to provide free legal services to Tenants living in Culver City during eviction (Unlawful  
5 Detainer) proceedings.

6                   **A. Availability Subject to Funding.** Subject to available annual appropriations,  
7 the Department is authorized to administer the Program and the Department  
8 will coordinate and oversee implementation of the Program. If the demand for  
9 Program services exceeds available Program funds or resources, the  
10 Department will have sole authority to prioritize the provision of services  
11 based on any reasonable considerations.

12                   **B. Applicability.** The Program is available to Tenants with income levels at or  
13 below 80% of the area median income who reside in a Rental Unit within the  
14 jurisdictional boundaries of the City.

15                   **C. Procedures and Guidelines.** The Department will develop guidelines,  
16 procedures, and rules to aid in the implementation of the Program.

17                   **D. Eligibility.** The Department will have sole authority to determine if a legal  
18 proceeding qualifies as an eligible Covered Proceeding. A Tenant may be  
19 required to demonstrate a legal proceeding is an eligible Covered Proceeding  
20 by providing the following:

- 21                   1. A notice to vacate or lease termination notice where such notice  
22                   indicates the initiation of a Covered Proceeding;
- 23                   2. An eviction complaint;
- 24                   3. A notice of a hearing for lease termination or eviction; or
- 25                   4. Other documentation demonstrating the existence of the functional  
26                   equivalent of a Covered Proceeding as determined by the Department.

27                   **E. Engagement and Education.** Recognizing that engagement and education  
28 is critical to ensuring Tenants know their right to counsel, in addition to



overseeing the administration of this Program, the Department will work with partners to engage and educate Tenants about the Program.

**F. Waiver Prohibited.** Any waiver by a Tenant of the rights granted under this Program shall be void as contrary to public policy.

**G. No Private Cause of Action Against City.** This Program does not create any private cause of action against the City arising from or relating to services provided under the Program or arising from or relating to any delay or denial of services provided. Notwithstanding any other provision of law, no attorney-client relationship is established between any Tenant and the City by way of the provision of Full Scope Legal Representation under this Program or otherwise. The attorney-client relationship, privilege, and any liability rests exclusively between the Tenant and the Designated Organization.

#### **SECTION 4. RETALIATION AND HARASSMENT PROHIBITED.**

**A.** Retaliatory action against a Tenant for participating in the Program, or exercising any other legal right, is prohibited under California law.

**B.** In an action to recover possession of the rental unit, proof of the exercise by the tenant of rights under this Program or other applicable law within six months prior to the alleged act of retaliation shall create a rebuttable presumption that the landlord's act was retaliatory.

**C.** Retaliation claims may be raised as a defense in an unlawful detainer action or may be raised in other appropriate judicial proceedings and the court may consider the protections afforded by this Program in evaluating a claim of retaliation.

**SECTION 5. ENFORCEMENT AND ADMINISTRATIVE FINES.** The City's Enforcement Services Division is authorized to take appropriate steps to enforce this Ordinance. The City, in its sole discretion, may choose to enforce the provisions of this

1 Ordinance through the administrative citation process set forth in Chapter 1.02 of the CCMC.  
2 Notwithstanding any provision in Chapter 1.02 to the contrary, each violation of any provision  
3 of this Interim Ordinance may be subject to an administrative fine of up to \$1,000. Each  
4 separate day, or any portion thereof, during which any violation of such Interim Ordinance  
5 occurs or continues, constitutes a separate violation.

6  
7 **SECTION 6. INTERIM ORDINANCE.** In order to evaluate the effectiveness of  
8 the Program, this ordinance will be in effect for twelve (12) months after its effective date,  
9 expiring on May 14, 2026. Prior to the expiration of this Ordinance, staff is directed to return  
10 with a study of its effectiveness comparing it to the prior twelve (12) month period.

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12 **SECTION 7. ENVIRONMENTAL DETERMINATION.** The City Council finds  
13 that this Ordinance is not subject to the California Environmental Quality Act ("CEQA")  
14 pursuant to CEQA guidelines, California Code of Regulations, Title 14, Chapter 3,  
15 §15060(c)(2) [the activity will not result in a direct or reasonably foreseeable indirect physical  
16 change in the environment] and §15060(c)(3) [the activity is not a project as defined in §15378]  
17 because it has no potential for resulting in physical change to the environment, directly or  
18 indirectly.

19 **SECTION 8. SEVERABILITY.** The City Council hereby declares that, if any  
20 provision, section, subsection, paragraph, sentence, phrase or word of this Interim Ordinance  
21 is rendered or declared invalid or unconstitutional by any final action in a court of competent  
22 jurisdiction or by reason of any preemptive legislation, then the City Council would have  
23 independently adopted the remaining provisions, sections, subsections, paragraphs,  
24 sentences, phrases or words of this Interim Ordinance and as such they shall remain in full  
25 force and effect.

26 **SECTION 9. EFFECTIVE DATE.** Pursuant to Section 619 of the City Charter,  
27 this Ordinance shall take effect thirty (30) after its adoption. Pursuant to Section 616 and 621  
28

1 of the City Charter, prior to the expiration of fifteen (15) days after the adoption, the City Clerk  
2 shall cause this Ordinance, or a summary thereof, to be published in the Culver City News and  
3 shall post this Ordinance or a summary thereof in at least three (3) places within the City.


4  
5 APPROVED and ADOPTED this \_\_\_\_ day of April 2025.

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8 \_\_\_\_\_  
DAN O'BRIEN, Mayor  
City of Culver City, California

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10 ATTEST:

11 APPROVED AS TO FORM:

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JEREMY BOCCHINO  
City Clerk

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HEATHER BAKER  
City Attorney