

*Joseph A Raso*

Telephone [REDACTED]

Honorable Mayor and City Council,

Date: 10/15/24

I come before you again tonight with a heartfelt plea on behalf of the homeless and financially vulnerable in our community, who continue to suffer due to the unmodified provisions of the Tenant Protection Ordinance (TPO).

Over a year and a half ago, when I first reviewed the draft of this ordinance, I was shocked. The clauses that impose severe penalties on uninformed landlords—penalties that landlords inevitably pass on to tenants—were clearly going to result in preemptive rent hikes, disproportionately impacting the poorest among us. Recognizing this danger, I acted swiftly to gather data and advocate for change.

First, I worked with City Staff to quantify the harm the TPO has caused to our most vulnerable residents. The data, which I have provided in Attachment One, speaks for itself.

Second, I pinpointed specific clauses in the TPO that are most harmful, pushing families out of their homes and onto the streets. These details are included in Attachment Two.

Third, as a volunteer with CAST for 15 years, I have seen the human toll of bad city policies firsthand. I have been called in the middle of the night to assist homeless families, and I will never forget the empty stare in the eyes of a little girl forced by you to sleep in a cardboard box. I am sure there are additional innocent victims of this ordinance's unintended consequences. See Attachment Three.

Fourth, I have employed a multi-faceted strategy to address the crisis, as outlined in Attachment Four.

Fifth, a practical and compassionate solution exists—one that aligns the TPO with state mandates without placing undue burdens on renters or taxpayers. This is described in detail in Attachment Five.

Despite this clear evidence and the ongoing suffering, the Council has not taken effective action. The TPO has created immense hardship for low-income renters and increased homelessness, yet no meaningful steps have been taken to alleviate this burden.

I implore you to act now. We are not requesting new programs or initiatives. We are simply asking you to stop perpetuating harm. A small, but crucial change to the wording of the TPO, as suggested in Attachment Five, could make an immediate difference in easing this crisis and restoring dignity to the least fortunate of our community.

I urge just one of you to step forward, show compassion, and rally your fellow Council Members to address this urgent issue. The continued resilient spirit of our community is at stake.

With hope,

*Joseph A. Raso*

## **Attachment One:**

### ***City Staff Supplied Data and Supporting Conclusions:***

- 1) *Chula Vista Population: 283,972 (Chula Vista - U.S. Census Bureau QuickFacts 2022)*
- 2) *Average number of individuals in each household: **3.31**. (Chula Vista - U.S. Census Bureau QuickFacts)*
- 3) *Percentage Chula Vista housing which are rentals. **42%** (Data compiled by City Staff )*
- 4) *Number of Chula Vista Rental Units: **36,033**  
(Population of Chula Vista (283,972) divided by the average number of people residing in each Residence (3.31) equals 85,792 multiplied the percentage of residences which are rentals (42%) equals the approximate number of Chula Vista rental units. (36,033)*
- 5) *Approximate number of Chula Vista renters: **119,268** (CV Population 283,972 x .42% = 119,268)*
- 6) *Approximate Average Monthly Chula Vista Rent: **\$3,047.00** (See attached CV Staff provided “Relocation Assistance” Pic - Average of Line 2nd from bottom)*
- 7) *With no right to cure, amount of daily fine threatening Landlord or Tenant who inadvertently makes a paperwork error when Tenant terminates lease and moves: **\$5,000.00** (Clauses 9.65.060 E and 9.65.080 C2 of the “Tenant Protection Ordinance”)*
- 8) *Maxim average monthly rent increase allowed annually: **\$304.70** ( $\$3047.00 \times 10\%$ . California AB-1482 5% plus inflation Max 10%)*
- 9) *Average number of months required for Landlord to impound a 1 day fine: **16.41** ( $\$5000.00$  divided by  $\$304.70$ )*

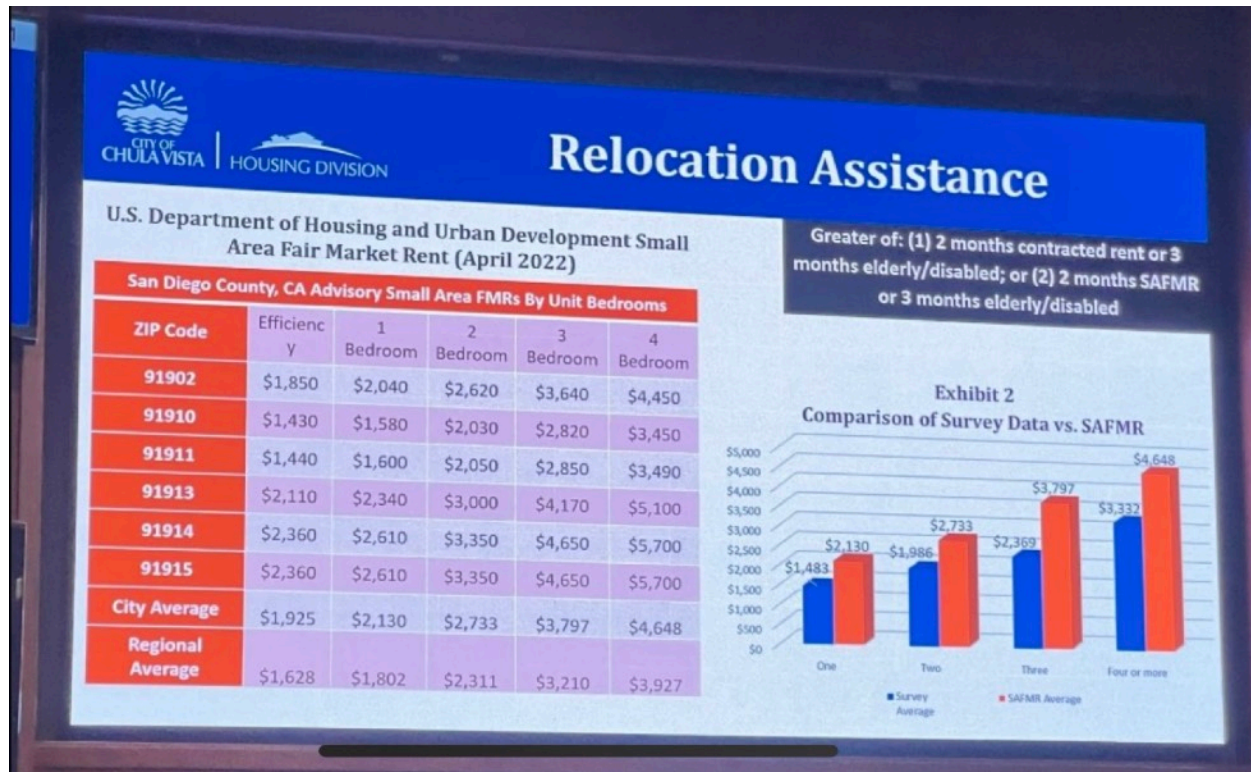
## Conclusions Drawn From Staff Supplied Data:

A simple analysis of the data reveals:

1) **\$10,979,255.00:** The approximate total monthly maximum rent increase levied on Chula Vista Renters if Landlords are forced to impound funds to the pay daily fines: *(36,033 Rental Units multiplied by the 10% max allowed rent adjustment \$304.70 = \$10,979,255.00 )*

2) **596 New Homeless:** Approximate number of Homeless created if only one half of one percent of Chula Vista renters are forced out of their homes by the rent increases caused by the Tenant Protection Ordinance: (CV Population 283,972 x 42% = 119,268 x .5% = 596)

## City Staff Supplied Chart:



## **Attachment Two: (Clauses of Concern)**

*Clause 9.65.060E: Reporting Requirements. Owners and Tenants shall provide the City with information regarding termination of tenancies at such times and with such details as required by the City in the attendant Administrative Regulations.*

When a tenant decides to vacate a property by simply moving away without giving written notice, it is left to the Landlord to terminate the lease. Simple logic dictates that the Landlord's termination must fall into an "At Fault Just Cause Termination" or "No-Fault Just Cause Termination". A Tenant simply moving away does not fall into the "Notice Not Required" category listed below leaving the Landlord required to supply City Staff info related information listed in 2B below.

### *070 Administrative Regulations Requirements Upon Termination of Tenancy A. Owner Notice to City Regarding Termination*

#### *1. Notice Not Required*

*Owners are not required to notify City of At-Fault Just Cause terminations.*

*Intent to occupy by Owner or Family Member.*

*Compliance with Government or Court Order.*

*Withdrawal from the rental market.*

*Substantial remodel or Complete Demolition*

#### *2. Notice Required*

*In accordance with 9.65.070(B), Owners of Residential Rental Unit(s) are required to notify City of No-Fault Just Cause terminations*

#### *B. Content of Notice*

*A CVMC 9.65.070(B) notice by Owner to City of a No-Fault Just Cause termination must contain the following information:*

- *Property Address;*
- *Owner name, phone and email;*
- *Number of total units within complex;*
- *Number of units vacant at time of noticing;*

*Number of termination notices issued;  
Contracted rent at time of notice, for all terminated tenancies; and  
Copy of all termination notices.*

**If an error is committed by Landlord when submitting data to City Staff, Landlord is subject to fine in Clause 9.65.080C2 listed below.**

*Clause 9.65.080C2: Civil penalties for violations of this chapter may be assessed at a rate not to exceed \$5,000,00 per violation per day.*

### **Attachment Three:**

#### CAST Volunteer Experience:

For the past fifteen years, I have volunteered with CAST (Civilian Adversity Support Team). CAST is a team of approximately sixty trained volunteers on call 24 hours a day and dispatched by the Chula Vista Police Department to assist community members who have suffered a sudden death in the family. Calls may range from violent murders to the peaceful passing of an elderly relative.

One evening, I was dispatched by the CVPD to the Palomar Trolley Station. Expecting a tragic accident, I was relieved to find no one had died. Instead, the police officer on the scene pointed me to a homeless man sleeping in a refrigerator box with his six-year-old daughter. The policeman asked if I could help improve their situation. I arranged for them to be taken to a shelter for single fathers. The image of that family's struggles became embedded in my heart, fueling my commitment to assist the financially vulnerable in our community. If you had seen the empty stare on that little girl's face, you would share my deep commitment to helping the underserved and immediately amend the "Tenant Protection Ordinance."

## **Attachment Four:**

Multi-pronged approach to bring relief to the poorest in our community

### **Community Efforts:**

**Feeding the Homeless:** Our church organized a team of volunteers to feed the increasing number of homeless resulting from the passing of the “Tenant Protection Ordinance.” Once a week, church members prepare meals for Chula Vista’s homeless. Realizing this was insufficient to mitigate the severe financial devastation as a result the “TPO”, I initiated additional efforts.

**Raising Awareness:** I endeavored to make the City Council aware of the damage caused by the current wording of the TPO. Naively believing that awareness would prompt immediate corrective action, I gathered data from City staff documenting the pain and suffering inflicted by the “TPO”



## **Attachment Five:**

### **Proposed Solution:**

1. **Notification System:** Before issuing a \$5,000 daily fine, notify the offending party of non-compliance. This can be accomplished by removing the word “**Not**” from clause 9.65.080C2 “*When a violation occurs, it is **not** required that a warning or notice to cure must first be given before an administrative citation or civil penalty may be issued.*” Obviously honest “Mom & Pop” landlords would gladly come into compliance, while the few “bad apples” would be easily identified by their attempts to circumvent the law.
2. **Benefits:** This approach complies with California's requirements, relieves pressure on landlords from preemptive rent increases, and protects tenants from unnecessary financial strain.