

1 RUTAN & TUCKER, LLP  
Douglas J. Dennington (State Bar No. 173447)  
2 ddennington@rutan.com  
Peter J. Howell (State Bar No. 227636)  
3 phowell@rutan.com  
Amber Les (State Bar No. 335381)  
4 ales@rutan.com  
Erik Leggio (State Bar No. 340375)  
5 eleggio@rutan.com  
18575 Jamboree Road, 9th Floor  
6 Irvine, CA 92612  
Telephone: 714-641-5100  
7 Facsimile: 714-546-9035

8 Attorneys for Petitioner/Plaintiff  
APARTMENT ASSOCIATION OF LOS ANGELES  
9 COUNTY, INC dba APARTMENT ASSOCIATION OF  
GREATER LOS ANGELES  
10

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
12 FOR THE COUNTY OF LOS ANGELES, DISTRICT

13 APARTMENT ASSOCIATION OF LOS  
ANGELES COUNTY, INC. dba  
14 APARTMENT ASSOCIATION OF  
GREATER LOS ANGELES

15 Petitioner/Plaintiff,

16 vs.  
17

18 CITY OF LOS ANGELES; COUNCIL OF  
THE CITY OF LOS ANGELES and DOES 1  
19 through 100, inclusive,

20 Defendants and Respondents.  
21

Case No.

Judge:

**VERIFIED PETITION FOR WRIT OF  
MANDATE AND COMPLAINT FOR  
DECLARATORY RELIEF**

Date Action Filed:

Trial Date:

1 Petitioner and Plaintiff Apartment Association of Los Angeles County dba Apartment  
2 Association of Greater Los Angeles (“Petitioner” or “AAGLA”) respectfully petitions this Court  
3 for issuance of a writ of mandate pursuant to Code of Civil Procedure (“CCP”) section 1085 and  
4 complains for declaratory and injunctive relief pursuant to CCP §§ 526 and 1060, directed at  
5 Respondents and Defendants City of Los Angeles (“City”) and Council of the City of Los Angeles  
6 (“City Council”) (referred to herein collectively with City and Does 1-100 as “Respondents”), as  
7 follows:

8 **INTRODUCTION**

9 1. The landlord-tenant relationship is the subject of numerous laws adopted by the  
10 California Legislature. Among those laws are the unlawful detainer statutes, set forth at Code of  
11 Civil Procedure sections 1161 *et seq.*, and the Costa–Hawkins Act, set forth at Civil Code section  
12 1954.50 *et seq.*

13 2. Although state law does not prevent municipalities from further regulating certain  
14 aspects of the landlord-tenant relationship, local ordinances that conflict with state law—*i.e.*, that  
15 duplicate, contradict, or enter into an area fully occupied by general law—are void.

16 3. This action challenges the City’s adoption of two ordinances, passed by the City  
17 Council on February 3 and February 7, 2023, that are preempted by state laws governing the  
18 landlord-tenant relationship and are thus invalid.

19 **PARTIES**

20 4. Petitioner and Plaintiff Apartment Association of Greater Los Angeles (“Petitioner”  
21 or “AAGLA”) is, and at all relevant times was, a California mutual benefit Corporation organized  
22 and authorized to do business and doing business in the State of California. Founded in 1917,  
23 AAGLA is comprised of over 10,000 members that own or manage more than 290,000 rental  
24 housing units throughout the counties of Los Angeles, Ventura, and San Bernardino. For over 100  
25 years, AAGLA has served as an advocate for rental housing providers at the local, state, and  
26 federal levels of government. AAGLA has standing to bring this action on behalf of its members  
27 because: (a) its members own rental housing in the City of Los Angeles that is subject to the  
28 ordinances challenged herein and would thus have standing to sue in their own right; (b) the

1 subject of this litigation and the interests this action seeks to protect are germane to AAGLA’s  
2 purpose; and (c) neither the claims asserted nor the relief requested requires the participation of  
3 AAGLA’s individual members in the lawsuit. (*See Apartment Assn. of Los Angeles County, Inc.*  
4 *v. City of Los Angeles* (2006) 136 Cal.App.4th 119, 129.)

5 5. Respondent and Defendant City of Los Angeles (“City” or “Respondent”) is a  
6 municipal corporation, organized under its Charter and the laws of the State of California.

7 6. Respondent and Defendant Council of the City of Los Angeles (“City Council”) is  
8 the elected legislative and governing body of the City.

9 **JURISDICTION AND VENUE**

10 7. This Court has jurisdiction over this proceeding pursuant to Code of Civil  
11 Procedure sections 526a, 1060 *et seq.* and 1085 *et seq.*

12 8. Venue in this Court is proper pursuant to Code of Civil Procedure section 394, in  
13 that Respondents are located within the County of Los Angeles.

14 **LEGAL AND FACTUAL BACKGROUND**

15 9. Pursuant to Article XI, section 7, of the California Constitution, the ability of a city  
16 to make and enforce local ordinances and regulations is limited to enactments that are “not in  
17 conflict with general laws.”

18 10. As long recognized by the Court of Appeal, “the Legislature has asserted its control  
19 over landlord-tenant notification procedures.” (*County Apartment Assn. v. City of Mountain View*  
20 (1987) 196 Cal.App.3d 1283, 1297, 1298 [“the extensive scheduling provided by the Legislature  
21 reveals that the timing of landlord-tenant transactions is a matter of statewide concern not  
22 amenable to local variations”].)

23 11. As particularly relevant here, Code of Civil Procedure sections 1161 defines  
24 “unlawful detainer” to include continued possession of a property after a default in the payment of  
25 rent, and specifically provides that in such circumstances a landlord may serve a 3-day notice to  
26 pay rent or quit “at any time within one year after the rent becomes due.”

27 12. The Legislature has similarly deliberately preempted municipalities from applying  
28 rent control laws to certain categories of dwellings. Specifically, the Costa-Hawkins Act, enacted

1 in 1995, expressly provides that the owner of such dwellings, which include newer construction,  
2 single family homes, and condominiums, “may establish the initial and all subsequent rental  
3 rates.” (Civ. Code, § 1954.52(a).)

4 13. On or about February 3, 2023, the City Council adopted Ordinance No. 187763,  
5 which modifies the Los Angeles Municipal Code, specifically amending both the City’s “Rent  
6 Stabilization Ordinance” and its “Just Cause For Eviction Ordinance,” to provide that a landlord  
7 may initiate an unlawful detainer action based on a tenant’s failure to pay rent only “where the  
8 amount due exceeds one month of fair market rent for the Los Angeles metro area” for an  
9 equivalent sized rental unit. Violations of the Rent Stabilization Ordinance and Just Cause For  
10 Eviction Ordinance are misdemeanors.

11 14. On or about February 7, 2023, the City Council adopted Ordinance No. 187764,  
12 which adds a new section to the Just Cause For Eviction Ordinance requiring landlords of rental  
13 units not covered by the local rent stabilization ordinance to pay substantial “relocation assistance”  
14 to tenants that choose to end their tenancy following a proposed rent increase “that exceeds the  
15 lesser of (1) the Consumer Price Index – All Urban Consumers, plus five percent, or (2) ten  
16 percent.” The amount of the required payment is equal to the three times the fair market rent in the  
17 Los Angeles Metro area for a rental unit of a similar size, plus \$1,411 in moving costs.

18 15. The City also added a severability provision to the Just Cause For Eviction  
19 Ordinance, declaring any provision of such ordinance found to be unconstitutional or otherwise  
20 invalid to be severable.

21 16. Prior to the City Council actions described above, AAGLA and its members  
22 objected to the adoption of both ordinances, including via a letter sent to the Council by Rutan &  
23 Tucker, LLP on behalf of AAGLA dated January 26, 2023.

24 **FIRST CAUSE OF ACTION**

25 **(Petition for Writ of Mandate – State Law Preemption of Ordinance No. 187763)**

26 17. Petitioner hereby incorporates the allegations of the foregoing paragraphs as though  
27 set forth in full herein by this reference.

28 18. The Legislature has preempted the field of notification in landlord-tenant

1 relationships. (*County Apartment Assn. v. City of Mountain View* (1987) 196 Cal.App.3d 1283,  
2 1297-1298.)

3 19. Further, State law expressly provides that a landlord may serve a 3-day notice to  
4 pay rent or quit “at any time within one year after the rent becomes due,” without regard to the  
5 amount in default. (Code of Civil Procedure § 1161.)

6 20. Ordinance No. 187763 conflicts with state law by requiring past due rent to exceed  
7 a threshold amount before a landlord may serve a notice to pay rent or quit. Ordinance No. 187763  
8 further regulates the timing of such notices and directly conflicts with state law by prohibiting  
9 landlords, under many if not most circumstances, from serving the notice authorized by state law  
10 immediately after rent becomes due. Ordinance No. 187763 is thus preempted by the state  
11 unlawful detainer law.

12 21. Petitioner has no plain, adequate and speedy remedy at law to redress the wrongs  
13 described in this Petition.

14 22. Pursuant to CCP section 1085, a writ of mandate should issue prohibiting  
15 Respondents from enforcing Ordinance No. 187763 and directing Respondents to rescind said  
16 ordinance.

## 17 **SECOND CAUSE OF ACTION**

### 18 **(Petition for Writ of Mandate – State Law Preemption of Ordinance No. 187764)**

19 23. Petitioner hereby incorporates the allegations of the foregoing paragraphs as though  
20 set forth in full herein by this reference.

21 24. The Costa-Hawkins Act expressly exempts certain dwellings, including newer  
22 construction, single family homes, and condominiums, from rent control and authorizes landlords  
23 to establish the rental rates, including renewal rates, of such units. (Civ. Code, § 1954.52(a).)

24 25. A local law may not penalize and discourage conduct that state law expressly  
25 authorizes. (*San Francisco Apartment Assn. v. City and County of San Francisco* (2016) 3  
26 Cal.App.5th 463, 477; *Palmer/Sixth Street Properties, L.P. v. City of Los Angeles* (2009) 175  
27 Cal.App.4th 1396, 1411.)

28 26. Local laws that impose a “prohibitive burden” on the exercise of a right granted by

1 the Costa-Hawkins Act are thus preempted. (*Apartment Assn. of Los Angeles County, Inc. v. City*  
2 *of Los Angeles* (2006) 136 Cal.App.4th 119, 133.)

3 27. Ordinance No. 187764 would require property owners who seek to adjust rental  
4 rates over the specified limits to pay substantial relocation costs in an amount sufficient to  
5 disincentivize such adjustments by making them unprofitable. Thus, while the ordinance does not  
6 directly impose a hard limitation or “cap” on the amount rent can be increased, it accomplishes the  
7 same purpose by financially penalizing rental housing providers who attempt to raise rents above  
8 the specified limits.

9 28. Ordinance No. 187764 thus imposes a form of rent control on rental units that are  
10 expressly exempt from rent control under the Costa-Hawkins Act. It further penalizes property  
11 owners who seek to exercise their statutory right to establish subsequent rental rates. Ordinance  
12 No. 187764 thus violates the Costa-Hawkins Act and is preempted by such law.

13 29. Petitioner has no plain, adequate and speedy remedy at law to redress the wrongs  
14 described in this Petition.

15 30. Pursuant to CCP section 1085, a writ of mandate should issue prohibiting  
16 Respondents from enforcing Ordinance No. 187764 and directing Respondents to rescind said  
17 ordinance.

### 18 **THIRD CAUSE OF ACTION**

#### 19 **(Declaratory Relief)**

20 31. Petitioner hereby incorporates the allegations of the foregoing paragraphs as though  
21 set forth in full herein by this reference.

22 32. As set forth above, Petitioner maintains that the ordinances are preempted by state  
23 law and therefore void. Petitioner is informed and believes and thereon alleges that Respondents  
24 maintain the contrary. Accordingly, an actual controversy exists between Petitioner and  
25 Respondents regarding the validity of Ordinance No. 187763 and Ordinance No. 187764, and  
26 Respondents’ application and enforcement of Ordinance No. 187763 and Ordinance No. 187764  
27 against Petitioner’s members and their property.

28 33. Petitioner’s members will suffer actual, imminent, and significant harm from

1 Respondent's application of Ordinance No. 187763 and Ordinance No. 187764 to Petitioner's  
2 members and their property.

3 34. Respondent's application of Ordinance No. 187763 as to Petitioner's members and  
4 their property will cause significant injury to Petitioner's members by prohibiting Petitioner's  
5 members from serving a notice to pay rent or quit on their tenants unless past due rent exceeds a  
6 threshold amount, in violation of state unlawful detainer law. Respondent's application of  
7 Ordinance No. 187763 will also harm Petitioner's members by regulating the timing of such  
8 notices and prohibiting Petitioner's members from serving a notice authorized by state law  
9 immediately after rent becomes due.

10 35. Respondent's application of Ordinance No. 187764 as to Petitioner's members and  
11 their property will harm Petitioner's members by financially penalizing them for exercising their  
12 statutory right to establish rental rates, in violation of the Costa-Hawkins Act.

13 36. Accordingly, declaratory relief is appropriate and necessary to determine the  
14 validity of Ordinance No. 187763 and Ordinance No. 187764 and Respondents' application of the  
15 same.

16 37. To remedy Respondents' violations of law, as described above, Petitioner seeks a  
17 declaration that Respondents' adoption of Ordinance No. 187763 and Ordinance No. 187764 was  
18 invalid and preempted by state law, including Code of Civil Procedure section 1161 and the  
19 Costa-Hawkins Act. Such a declaration is a necessary and proper exercise of the Court's power to  
20 prevent future actions by Respondents in violation of the law.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Petitioner respectfully prays for judgment as follows:

23 1. On all causes of action, a temporary restraining order and/or preliminary injunction  
24 prohibiting Respondents from enforcing Ordinance No. 187763 and/or Ordinance No. 187764  
25 while this action is pending.

26 2. On the first cause of action, for a writ of mandate directing Respondents to rescind  
27 Ordinance No. 187763.

28 3. On the second cause of action, for a writ of mandate directing Respondents to

1 rescind Ordinance No. 187764.

2 4. On the third cause of action, a declaration that Ordinance No. 187763 and  
3 Ordinance No. 187764 are preempted by State law and void.

4 5. On all causes of action, permanent injunctive relief prohibiting Respondents from  
5 enforcing Ordinance No. 187763 and/or Ordinance No. 187764.

6 6. For an award of attorney's fees, litigation expenses, and costs as permitted or  
7 required by law, including but not limited to CCP section 1021.5.

8 7. For such other relief as the Court deems just and proper.

9  
10 Dated: March 3, 2023

RUTAN & TUCKER, LLP  
DOUGLAS J. DENNINGTON  
PETER J. HOWELL  
ERIK LEGGIO

11  
12  
13 By: 

14 Peter J. Howell  
15 Attorneys for Petitioner/Plaintiff  
16 APARTMENT ASSOCIATION OF LOS  
17 ANGELES COUNTY, INC. dba APARTMENT  
18 ASSOCIATION OF GREATER LOS ANGELES  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28



VERIFICATION

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

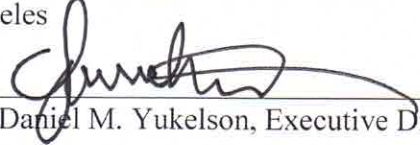
I have read the foregoing **VERIFIED PETITION FOR WRIT OF MANDATE AND COMPLAINT FOR DECLARATORY RELIEF** and know its contents.

I am an officer of Apartment Association of Los Angeles County, Inc. dba Apartment Association of Greater Los Angeles, a party to this action, and am authorized to make this verification for and on its behalf, and I make this verification for that reason. I am informed and believe and on that ground allege that the matters stated in the foregoing document are true.

Executed on March 3, 2023, at Los Angeles, California.

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

Apartment Association of Greater Los Angeles

By:   
Daniel M. Yukelson, Executive Director