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(Additional counsel on following page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

STRATEGIC ACTIONS FOR A JUST) Case No. 22STCP01620
ECONOMY (SAJE); ALLIANCE OF)
CALIFORNIANS FOR COMMUNITY)
EMPOWERMENT (ACCE) ACTION,)

Petitioners,

**VERIFIED PETITION FOR WRIT OF
MANDATE (CCP § 1085)**

v.

THE CALIFORNIA DEPARTMENT OF)
HOUSING AND COMMUNITY)
DEVELOPMENT and GUSTAVO)
VELASQUEZ, IN HIS OFFICIAL)
CAPACITY AS THE DIRECTOR OF THE)
CALIFORNIA DEPARTMENT OF)
HOUSING AND COMMUNITY)
DEVELOPMENT,)

Respondents.

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Introduction

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2 1. The COVID-19 pandemic and economic shutdown placed California’s 17 million
3 tenants at risk of eviction when people across the state were suddenly left out of work due to illness,
4 job loss, and lack of childcare. Nearly a year into the crisis, the state received \$5.2 billion in federal
5 dollars to cover the rental debt of low-income tenants who could not pay rent due to the pandemic.

6 2. The federal government created the program because “millions of Americans face
7 deep rental debt and fear evictions and the loss of basic housing security.” Federal guidance directed
8 states to provide funds to “renters most desperately in need of assistance to avoid evictions and
9 secure housing stability.”¹

10 3. The Department of Housing and Community Development distributed California’s
11 share of rental assistance dollars through the Housing is Key website beginning in March 2021. With
12 less than a month’s notice, HCD closed the rental assistance program to new applications on March
13 31, 2022, while more than 300,000 tenants and landlords were still waiting to receive help.

14 4. Shortly before the program closed, language appeared on the Housing is Key website
15 stating that no assistance would be provided for rental debt accrued after March 2022. With no
16 public notice, HCD also stopped allowing tenants to apply for prospective rental assistance, and
17 stopped allowing tenants to request assistance for all of their accrued rental debt.

18 5. On the eve of the program’s closure, the Legislature enacted AB 2179, which
19 extended very limited eviction protections available to tenants waiting for rental assistance. AB 2179
20 also preempted local eviction protections scheduled to go into effect the following day while
21 providing no relief for tenants who could not pay April 2022 rent.

22 6. As a result, tenants waiting for rental assistance remain vulnerable to eviction for
23 rental debt accrued in April 2022 and beyond. Many of these tenants will likely lose their housing
24 unless HCD changes its policy and provides assistance for rental debt accrued in April 2022 and
25 beyond.

26
27 ¹ United States Department of Treasury, Emergency Rental Assistance Program Fact Sheet,
28 available at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program>

Parties

1
2 7. Petitioner Alliance of Californians for Community Empowerment (ACCE) Action is
3 a membership organization comprised of tenants from across the state of California. ACCE provides
4 tenants’ rights education, direct tenant services and tenant organizing support. Since the inception of
5 the Emergency Rental Assistance Program, ACCE has engaged in extensive educational campaigns
6 and conducted direct services to assist tenants in applying for rental assistance. ACCE members
7 continue to experience the impacts of the COVID-19 pandemic, and many are unable to pay rent for
8 April 2022. Many members have little to no confidence that they will be able to pay rent for May.
9 ACCE’s work includes advocating on behalf of tenants who have had difficulty accessing rental
10 assistance because of limited English proficiency, technological limitations, and other barriers.
11 ACCE has assisted a high volume of low-income tenants seeking rental assistance and has diverted
12 its organizational resources to assist tenants facing eviction because of HCD’s failure to provide
13 rental assistance for all of tenants’ accrued debt.

14 8. Petitioner Strategic Actions for a Just Economy (SAJE) is a Los Angeles-based
15 membership organization dedicated to securing economic justice and building community power in
16 South Los Angeles by advocating for tenant rights, healthy housing, and equitable development.
17 SAJE provides tenants’ rights education, direct tenant services and tenant organizing support. SAJE
18 has engaged in extensive educational campaigns and conducted direct services to assist tenants in
19 accessing rental assistance. SAJE assisted tenants impacted by COVID-19 in applying for rental
20 assistance through March of 2022. Many of these tenants reported they could not pay rent for April
21 2022. SAJE has assisted many low-income tenants in Los Angeles and has diverted its
22 organizational resources to assist those facing eviction because of HCD’s failure to provide rental
23 assistance for all of tenants’ accrued debt.

24 9. Respondent Department of Housing and Community Development is a state agency
25 established under the laws of the state of California, and is charged with implementing the
26 Emergency Rental Assistance Program (ERAP). Health & Safety Code § 50897.5(a)(1). In its role as
27 ERAP fund administrator, HCD is charged with creating a system to determine eligibility for
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1 assistance and distributing funds to eligible tenants and their landlords in accordance with applicable
2 state law and federal funding guidance. Several large cities and counties, including the City and
3 County of Los Angeles, entered into agreements with HCD for the Department to administer federal
4 rental assistance funds originally allocated directly to their local government. HCD agreed to
5 administer these funds through the state ERAP program and in accordance with applicable state law
6 and federal funding guidance.

7 10. Respondent Gustavo Velasquez is named in his official capacity as the Director of
8 HCD.

9 **Venue**

10 11. Venue is proper in this Court pursuant to Code of Civil Procedure section 393
11 because Petitioners have members that reside in Los Angeles County and have been harmed by
12 HCD's actions. Venue is also proper in this Court pursuant to Code of Civil Procedure section 401
13 because the Attorney General has an office in Los Angeles County.
14

15 **Facts**

16 **The Emergency Rental Assistance Program**

17 12. Millions of Americans lost income during the pandemic, from a variety of COVID-
18 related causes including illness, job loss, lack of childcare, complying with isolation and quarantine
19 requirements, and family caretaking responsibilities. People with low-incomes and limited savings
20 were unable to pay their rent, putting them at risk of losing their housing, and threatening to
21 exacerbate the state's existing homelessness crisis. At the same time, the sudden loss of rental
22 income put smaller landlords at risk of foreclosure.

23 13. The federal government created the Emergency Rental Assistance Program to address
24 this urgent financial need.² In the first round of funding, authorized on December 27, 2020, \$25
25 billion was distributed to states and local jurisdictions. The second round of funding distributed an
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27 ² Emergency Rental Assistance Program, U.S. Department of Treasury, February 7, 2022. Available
28 at: <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/emergency-rental-assistance-program>

1 additional \$21.55 billion across the country. In total, California received \$5.2 billion of these funds,
2 with approximately \$3 billion going to the state rental assistance program and the remaining dollars
3 provided directly to large cities and counties for local distribution.³

4 14. Federal and state law mandate that rental assistance funds be prioritized towards very
5 low-income tenant families who earn less than 50% of area median income.⁴

6 15. Federal law also mandates that states use the funds for rental arrears and prospective
7 rent, utility costs, and other authorized housing expenses.⁵ Each tenant household may receive up
8 to 18 months of rental assistance, including 3 months of assistance for prospective rent.⁶

9 16. Federal law requires that round one rental assistance funds remain available to
10 eligible government entities through September 30, 2022, and round two funds remain available
11 through September 30, 2025.⁷

12 **California's implementation of the rental assistance program**

13
14 17. On January 29, 2021, the Governor signed Senate Bill 91,⁸ which charged HCD with
15 creating an application process, screening tenants for eligibility, and distributing federal rental
16 assistance funds. The bill also extended and modified eviction protections intended to ensure that
17 low-income tenants eligible for rental assistance could remain in their homes.

18 18. The eviction protections were further extended and rental assistance provisions
19 modified by Assembly Bill 832,⁹ which was signed into law on June 28, 2021.

20
21 ³ The State program later absorbed multiple local programs through agreements with local
22 governments that received a direct allocation, thereby increasing its total share of the allocation.

23 ⁴ Section 501(c)(4)(A)(i) of Subtitle A of Title V of Division N of the federal Consolidated
24 Appropriations Act, 2021 (Public Law 116-260; 15 U.S.C. § 9058a(c)(4)(A)(i)) and Section
25 3201(d)(2) of Subtitle B of Title III of the federal American Rescue Plan Act of 2021 (Public
26 Law 117-2; 15 U.S.C. § 9058c(d)(2)); Health and Safety Code § 50897.1(b)(1).

27 ⁵ 15 U.S.C. 9058a(c)(2)(A)-(B); 15 U.S.C. 9058c(d)(1)(A)(i).

28 ⁶ 15 U.S.C. 9058a(c)(2)(A)) limited assistance to 15 months, but this was extended to 18 months by
15 U.S.C.. 9058c(d)(1)(A)(ii).

⁷ 15 U.S.C. § 9058a(e)(1); 15 U.S.C. §. 9058c(g).

⁸ Senate Bill 91 (2021-2022 Reg. Sess.) (Stats. 2021, Ch. 2).

⁹ Assembly Bill 832 (2021-2022 Reg. Sess.)(Stats. 2021, Ch. 27).

1 19. AB 832 modified the unlawful detainer process by which landlords can legally evict a
2 tenant for failure to pay rent. New eviction protections required the landlord to attest that the tenant
3 had failed to complete a rental assistance application in order to proceed with an eviction action for
4 nonpayment of rent that was due during a statutorily defined time period which ends on March 31,
5 2022. Code Civ. Proc. § 1179.11(a).¹⁰

6 20. The Health and Safety Code provisions creating ERAP also contain eviction
7 protections for tenants. Health and Safety Code section 50897.3(e)(2) provides that “In any unlawful
8 detainer action seeking possession of residential rental property based on nonpayment of rent...the
9 court shall not enter a judgment in favor of the landlord unless the landlord verifies ...That the
10 landlord does not have any pending application for rental assistance... corresponding to the amount
11 demanded in the notice underlying the complaint.”

12 21. Under the first version of the state program, when a landlord applied for assistance,
13 the landlord would receive 80 percent of the rental debt owed through the program in exchange for
14 waiving the remaining 20 percent of the rental debt, but if a tenant applied without landlord
15 cooperation, the tenant would receive only 25 percent of the rental debt owed from April 1, 2020-
16 March 31, 2021. Health & Safety Code §§ 50897.1(d)-(e)(effective February 1, 2021- June 30,
17 2021).

18 22. With the enactment of Assembly Bill 832 in June 2021, the rental assistance rules
19 were modified such that landlords would receive 100 percent of the rental debt owed, and tenants
20 would also receive 100 percent of the rental debt even if their landlord did not cooperate. Health &
21 Safety Code §§ 50897.1(d)-(e)(as amended effective July 1, 2021).

22 23. AB 832 also removed the end date for rental assistance coverage. Health and Safety
23 Code section 50897.1(d)(1) now requires that “Assistance for rental arrears shall be set at
24 compensation of 100 percent of an eligible household's unpaid rental debt accumulated on or
25 after April 1, 2020.”

26 _____
27 ¹⁰ In the alternative, the landlord could proceed by attesting that a rental assistance application had
28 been denied, or that rental debt accrued after the covered time period. Code Civ. Proc. §
1179.11(a)(1)-(3).

1 24. This requirement also appears in HCD’s guidance documents, which state that
2 “Arrears payments for Eligible Households shall be made as a single payment to the Eligible
3 Landlord that satisfies all applicable criteria herein and shall be set at 100 percent of arrears accrued
4 on or after April 1, 2020.”¹¹

5 25. Given the extended processing times, where tenants and landlords wait around three
6 months for their ERAP applications to be approved, many tenants have additional rental debt by the
7 time their applications are processed.

8 26. Before ERAP closed to new applications on March 31, 2022, HCD had a system to
9 provide tenants with 100 percent of their rental debt as required by statute. While the tenants’
10 application was being verified for payment, the ERAP application portal would provide a
11 notification inviting the tenant to request any additional months of assistance that they needed.

12 27. Once the tenant informed HCD of the rental debt they accrued since submitting their
13 application, HCD would issue payment for the rental debt accrued.

14 **HCD’s closure of the rental assistance program**

15 28. Although HCD previously did not notify tenants, landlords, or the general public that
16 the application portal would be closing, in early March 2022, HCD officials advised local programs
17 that ERAP would be closed to new applications after March 31, 2022.

18 29. Despite the statutory mandate to cover 100 percent of rental debt accrued, HCD has
19 implemented a policy of not providing any rental assistance for months after March 2022. As of
20 April 2022, the HCD website states that “Tenants and landlords were able to request up to 18-
21 months in assistance covering the time between April 1, 2020 and March 31, 2022.”¹²
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26 ¹¹ State Rental Assistance Program Guidelines, Sep. 27, 2021, p. 27. Available at:
27 [https://www.hcd.ca.gov/grants-funding/active-funding/erap/docs/state-rental-assistance-
program-general-info-and-guidance-to-web.pdf](https://www.hcd.ca.gov/grants-funding/active-funding/erap/docs/state-rental-assistance-program-general-info-and-guidance-to-web.pdf)

28 ¹² HCD’s Housing is Key website, https://housing.ca.gov/covid_rr/program_overview.html last
viewed April 20, 2022.

1 36. Provision of assistance for months after March 2022 was also contemplated by a
2 recent state budget bill, SB 115, which provides funding for applications “*received* on or before
3 March 31, 2022.”¹⁴

4 37. HCD’s unlawful policy is causing profound harm to tenants and undermining the
5 entire purpose of the rental assistance program. Since the state’s rental assistance program is closed,
6 and no assistance is being provided for April 2022 rent or beyond, tenants are facing eviction for
7 April rent even while their landlords will receive ERAP payments for prior months.

8 38. HCD has a clear, present, ministerial duty to comply with the Health and Safety Code
9 and provide tenants with 100 percent of their rental debt accrued after April 2020.

10 39. Petitioners have a beneficial interest in the performance of HCD’s duties.

11 40. Petitioners also have an interest as citizens in the performance of HCD’s public
12 duties.

13 41. Despite Petitioners’ demand to HCD to reverse its unlawful policy and comply with
14 its statutory mandate, HCD has refused to comply.

15 42. Unless compelled by this Court to comply with its legal obligations, HCD will
16 continue to deny tenants’ rental assistance thereby leading to unnecessary evictions and violating the
17 law.

18 43. Petitioners have no plain, speedy and adequate remedy at law other than that sought
19 herein.

20 **Second Cause of Action**

21 **(Writ of Mandate for violation of duty to prioritize assistance for very low-income**
22 **tenants under the Consolidated Appropriations Act of 2021 and the American Rescue Plan)**

23 44. Petitioner realleges and incorporates herein each and every allegation contained in the
24 preceding paragraphs in this Petition.

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28 _____
14 Senate Bill 115, Sec. 3, 2(b)(2021-2022 Reg. Sess.)(Stats. 2022, Ch. 2) (emphasis added).

Prayer for Relief

Therefore, Petitioners respectfully request that this Court:

1. Issue a peremptory writ of mandate and preliminary and permanent injunctive relief prohibiting Respondents from implementing their unlawful policy of refusing to provide assistance for all rental debt incurred beginning April 2020;
2. Issue a peremptory writ of mandate and preliminary and permanent injunctive relief prohibiting Respondents from implementing their unlawful policy of failing to prioritize payments to very low-income tenants;
3. Enter an order resolving the issues in dispute between the parties by declaring that HCD has violated the Healthy and Safety Code by its refusal to provide 100 percent of tenant’s rental debt and violated American Rescue Plan and the Consolidated Appropriations Act of 2021 by its failure to provide prospective rental assistance to very low-income tenants;
4. Award Petitioners their reasonable attorneys’ fees and costs incurred in bringing this action; and,
5. Award such further relief as the Court deems just and proper.

Dated: May 2, 2022

Respectfully submitted,



Madeline Howard

Attorneys for Petitioners

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Verification:

I, Christina Livingston, declare:

I am the executive director of ACCE, the petitioner in this action. I am authorized to make this verification on its behalf. I have read the verified petition for writ of mandate. The facts stated in the Petition are either true and correct of my own personal knowledge, or I am informed and believe that such facts are true and correct, and on that basis I allege them to be true and correct.

This verification was executed on 4/30/2022, in Los Angeles, California.

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

Christina Livingston
Christina Livingston

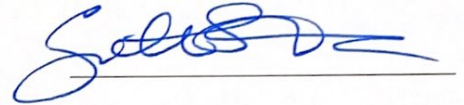
Verification:

I, CYNTHIA STRATHMANN, declare:

I am the EXECUTIVE DIRECTOR of SAJE, the petitioner in this action. I am authorized to make this verification on its behalf. I have read the verified petition for writ of mandate. The facts stated in the Petition are either true and correct of my own personal knowledge, or I am informed and believe that such facts are true and correct, and on that basis I allege them to be true and correct.

This verification was executed on April 29, 2022, in Los Angeles, California.

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



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