Communication from Public

Name:	Mark Boyles
Date Submitted:	08/06/2026 01:26 PM
Council File No:	22-0178
Comments for Public Posting:	STATEMENT OF PORTSIDE TOWERS TENANT ASSOCIATIONS IN SUPPORT OF LAHD THIRD-PARTY BILLING RECOMMENDATIONS. Submitted by Mark Boyles, Lead Tenant Representative on Utility Billing for Portside Towers East Tenant Association, and Michele Hirsch, President of Portside Towers West Tenant Association in Jersey City, NJ, to the Office of the City Clerk for Council File 22-0178 (LA City Council Housing and Homelessness Committee). As tenant associations of Portside Towers, two high-rise buildings owned by Equity Residential (the same company billing residents through RUBS at Virgil Square and Mozaic at Union Station in Los Angeles), we strongly support advancing the Los Angeles Housing Department recommendations. We recognize Equity Residential's billing patterns because we lived them: residents were promised $50 monthly utility estimates, but actual first-year averages hit $101, while LA tenants face bills over $200. The crucial truth is that RUBS charges were never anything other than rent. Our local rent control code always defined rent to include any charge paid for services connected to housing space. What was missing was not a new rule, but a plain statement of the existing one, which corporate landlords exploited. Jersey City Ordinance 26-028 acted as a declaration, confirming that rent includes utility fees, however calculated. Los Angeles Municipal Code § 151.02 is even more explicit, defining utilities as a housing service and treating service reductions without rent decreases as unlawful rent increases. Additionally, Jersey City Ordinance 26-027 protects all multiple dwellings (rent-controlled or not) by requiring standalone signed disclosures, itemized monthly billing statements showing full master calculations, six years of open records, and explicit bans on billing vacant units, changing formulas without 60 days notice, or waiving tenant rights by lease. Once regulatory ambiguity was removed, billing stopped: as of July 1, 2026, Equity Residential ceased billing water, sewer, trash, and administrative fees at Portside Towers, saving households over $150 per month. Both ordinances passed 9-0 following legal review. Although Equity Residential has challenged both laws in New Jersey state court, a legal challenge is not a verdict, and disputing a definition does not alter existing law. Drafting must anticipate litigation by framing amendments as

declarations of existing code rather than new rules. We urge the Committee to reschedule its cancelled May 20 hearing, advance LAHD recommendations, and clarify what § 151.02 already means. An ordinance confirming existing definitions resists claims of new prohibitions or takings. LAHD's proposed transition strategy (folding 12 months of RUBS charges into base rent to form a new Maximum Adjusted Rent) accepts landlord arguments prematurely. If RUBS charges were always rent, this proposal transitions nothing; it permanently embeds inflated fees, compounds future increases, and rewards landlords who overcharged most. Landlords seeking cost adjustments should instead use established legal channels, such as the fair-return process under LAMC § 151.07(B). We stand in full solidarity with LA residents and offer remote testimony at no cost to the City.

PORTSIDE TOWERS

East Tenant Association & West Tenant Association

Protecting Tenant Rights at Jersey City's Waterfront Since 2022
155 Washington Street | 100 Warren Street | Jersey City, NJ 07302

LETTER OF SUPPORT

August 3, 2026 Submitted to the Office of the City Clerk for entry into Council File 22 0178

To Members of the Los Angeles City Council, Housing and Homelessness Committee
Re **Council File 22-0178. Support for the LAHD Third-Party Billing Recommendations**

Dear Councilmembers,

We are the tenant associations of Portside Towers, two high rise buildings in Jersey City owned by Equity Residential, the same company that bills residents through RUBS at Virgil Square and Mozaic at Union Station.

We recognize the pattern because we have lived it. Many of us were told RUBS would come to about $50 a month. The first year average was $101. Residents at the two Los Angeles properties have reported the same $50 estimate and bills above $200.

The most useful thing we can tell you is that RUBS charges were never anything other than rent. Our ordinances did not make them rent; they said so out loud. Our rent control chapter has always defined rent to include any charge, *no matter how set forth*, paid for any service connected with the housing space. The definition already reached these charges. What was missing was not a rule but a plain statement of one, and that gap is what the billing relied on.

Ordinance 26-028 was written as a declaration. Its findings recite the existing definition, and its stated purpose is to declare that RUBS charges shall be considered rent. Your code is more explicit than ours. LAMC § 151.02 names utilities as a housing service and treats a reduction in housing services without a corresponding rent reduction as a rent increase.

- **Ord. 26-028** confirmed in our rent control chapter that rent includes "utility fees, however calculated." Those three words matter more than any list of named charges.
- **Ord. 26-027** reaches *every* multiple dwelling, rent-controlled or not: a standalone signed disclosure; a monthly statement showing the master bill, the denominator, the allocation factor, and the math behind the charge; six years of records open to tenants; and bans on billing for vacant units, changing the formula on under sixty days' notice, or waiving rights by lease.

Once the ambiguity was gone, the billing stopped. As of July 1, 2026, Equity Residential no longer bills water, sewer, trash, or the related administrative charge at either Portside building. For some households that is more than $150 a month. Both ordinances were reviewed by our Corporation Counsel before introduction and were passed by the Council 9 0.

In fairness, you should know the rest. The owner has challenged both ordinances in state court, and that action is pending in Hudson County. We expected it, and you should expect the same. A challenge is not a verdict, and disputing a definition does not change what it has always said. It does mean the drafting should anticipate one, as ours did.

> **We urge the Committee to reschedule the hearing cancelled on May 20, advance the LAHD recommendations, and write the amendment as a clarification of what § 151.02 already means.**

An ordinance that recites the definition it is confirming is hard to characterize as a new prohibition that took something from someone. One that reads as a fresh rule invites that argument, and LAHD's proposed transition is that argument already half accepted. Folding twelve months of RUBS charges into base rent, and making that sum the new Maximum Adjusted Rent, transitions nothing if the charges were always rent. It makes them permanent and compounding, and pays most to whoever billed most. The crosswalk lays out three narrower changes, each using authority Los Angeles already has, including the fair return path at § 151.07(B).

We write in support of the Los Angeles residents and organizations who brought this before you, and any of us will testify remotely at no cost to the City.

Respectfully,

Mark Boyles
Lead Tenant Representative on Utility Billing
At-Large, Board of Directors, Portside Towers East Tenant Association

Michele Hirsch
President, Board of Directors
Portside Towers West Tenant Association

Attachment: crosswalk against Jersey City Ord. 26 027 and 26 028. We are tenants, not attorneys, and nothing here is legal advice.

LAHD's Recommendations Against Adopted Jersey City Text

Prepared for Council File 22-0178. August 3, 2026. Left column: LAHD Council Transmittal of December 29, 2025. Right column: Jersey City Ordinances 26-027 and 26-028, adopted 9-0 on May 20, 2026 and approved May 21. Ordinance language is quoted from the executed originals.

> **One framing point runs through everything below.** Jersey City did not prohibit something that had been permitted. Our rent control chapter already defined rent to include any charge, *no matter how set forth*, paid by a tenant for a service connected with the housing space. Ordinance 26-028 is drafted as a declaration of what that language already meant, and its fact sheet describes it as "declaring that all charges associated with Ratio-Utility-Billing-Systems shall be considered rent." We suggest Los Angeles do the same, for a practical reason we explain at the end of this page: how the amendment is framed determines whether anyone can claim to be owed compensation for it.

TRACK 1. RENT-STABILIZED UNITS (LAHD RECOMMENDATION 1)

LAHD RECOMMENDS	JERSEY CITY ADOPTED	NOTE FOR YOUR DRAFTERS
1(b) Amend LAMC § 151.02 "Rent" so no landlord may impose a separate fee for a master-metered utility billed directly to the landlord	**Ord. 26-028** confirmed that the § 260 1 definition of **RENT** reaches "any charge, no matter how set forth, paid by the tenant for the use of any service… **including but not limited to utility fees, however calculated.**"	This was our entire rent-control amendment: one clause in a definitions section. Nothing else in the chapter changed. "**However calculated**" is what forecloses the next product; a list of named charges does not. Your § 151.02 already names utilities as a housing service and already treats a reduction in housing services without a corresponding rent reduction as a rent increase, so this closes a question inside your existing architecture rather than opening a new one.
1(a) Prohibit RUBS and all unmetered allocation methods	Follows from the definition. Once the charge is rent, it sits under the Chapter 260 cap and cannot be imposed on top of it.	Oakland and Santa Monica reach the same result the same way. Stating the prohibition expressly alongside the definitional clause is belt and suspenders, and is what LAHD proposes. Either alone is workable.

1(C). THE TRANSITION, WHICH WE WOULD ASK YOU TO LOOK AT HARD

Recommendation 1(c) would let an owner apply to fold the tenant's average RUBS cost over the prior twelve months into the rent, and 1(c)(iv) provides that the adjusted rent **becomes the new Maximum Adjusted Rent**. Jersey City adopted no transition mechanism and did not need one. We would raise four points.

CONCERN	WHY IT MATTERS
1. It transitions nothing if the charges were already rent	A transition compensates an owner for something taken away. If § 151.02 already reached these charges, nothing is being taken. The amendment removes an argument, not an entitlement.
2. It does not separate mid-tenancy conversions	LAHD's own report states the department permitted RUBS in RSO units where tenants were informed *"at the commencement of their tenancy."* Where RUBS was instead introduced into a sitting tenancy without a corresponding rent reduction, that would appear to be a reduction in housing services under § 151.02, and outside the practice LAHD describes. We would exclude those tenancies from any adjustment rather than convert them into lawful base rent.
3. Folding it into Maximum Adjusted Rent makes a one-time figure permanent and compounding	Every future annual increase is then computed on the higher base. A sum meant to cover a utility cost escalates with rent indefinitely. If an adjustment is granted at all, we would keep it a separate line item that never becomes base rent. Los Angeles already draws this distinction: the February 2, 2026 amendments removed the separate utility percentage from the annual formula for the same reason.
4. The amount rewards the most opaque billing	Because the adjustment equals the prior twelve months of RUBS charges, the owner who billed the most through the most opaque formula receives the largest permanent increase, and the owner who billed conservatively receives the smallest. That is the opposite of the incentive the ordinance is trying to create.

> **What we would suggest instead.** Keep the two year forfeiture at 1(c)(vi), which is the provision that makes the transition close rather than linger. Exclude tenancies where RUBS was introduced mid term without a rent reduction. Where an adjustment is allowed, keep it outside base rent. Route any genuine hardship to **LAMC § 151.07(B)**, the Just and Reasonable adjustment, which we understand to be an existing individualized path that requires an owner to produce income and expense records. An owner who truly cannot cover costs has that door. An owner who can does not need a blanket one. Finally, add a savings clause so that nothing in the transition is read to waive or release claims a tenant may otherwise have for amounts already collected.

TRACK 2. ALL OTHER UNITS (LAHD RECOMMENDATION 2)

Jersey City placed this track in **Chapter 218 (Multiple Dwellings)**, which reaches every multiple dwelling in the city whether or not it is rent controlled, and included an express clause stating that the article does not regulate rent levels. LAHD proposes the parallel placement in LAMC Chapter XVI. The disclosure duties line up closely. The differences are in enforcement.

LAHD DISCLOSURE DUTY	JERSEY CITY PROVISION	DIFFERENCE WORTH NOTING
Clear written disclosure of billing method	`§ 218 20.A`	Ours must be a **separate document** labeled "Ratio Utility Billing System Disclosure," signed and dated, and expressly **not embedded in the lease or an addendum** (`§ 218-20.B`). Buried addenda were the complaint we heard most often.
Itemized breakdown, calculation methodology, common-area share	`§§ 218-20.A(2)-(3), 218-21.A(2)`	The monthly statement must show the master bill total, the denominator, the tenant's allocation factor, and, in the ordinance's own words, **the mathematical calculation showing how the tenant's share was derived**, including any smoothing. Codes or references to other documents expressly do not satisfy it (`§ 218-21.B`).
Administrative fees stated, capped at actual cost	`§§ 218 20.A(5), 218 21.A(2)(vi)`	We require each fee stated separately but did **not** cap it. LAHD's actual cost cap is stronger. Keep it.
Access to master meter billing statements	`§ 218 22`	Made concrete: **six years** of records, produced within **15 business days** of written request, $0.25 per page, electronic free. "Reasonable access" without a deadline is the provision an owner can wait out.
Not in the recommendations	`§ 218 23.A`. No charging tenants for use attributable to **vacant units**	Where the denominator is occupied units rather than total units, vacancy quietly shifts the owner's share onto everyone still living there.
Not in the recommendations	`§ 218-23.B`. **60 days' written notice** before any change to the allocation method	Without it, a disclosure regime discloses a formula that can change the following month.
Not in the recommendations	`§ 218 23.C`. **Anti-waiver**. Any lease term waiving these rights, or deeming a non usage based charge "fair and reasonable," is void	In our experience this is the most important clause on the page. Without it the protections are negotiated away at signing.
Not in the recommendations	`§ 218 19`. Defines **Billing Vendor** and sweeps vendor, meter-reading, set up and service fees into the regulated charge	The third party vendor is where the fee stack lives. Defining it keeps the duties from stopping at the owner's door.

ENFORCEMENT, AND ONE DRAFTING SUGGESTION

Jersey City paired the duties with three routes: a direct citizen complaint in Municipal Court under N.J. Ct. R. 7:2 2(b) (`§ 218-25.A`); a **private right of action** (`§ 218-25.B`); and civil penalties of **$100 to $2,000** per violation, where **each affected unit** is a separate violation and **each month** a violation continues is a separate violation (`§ 218-26.B`). No cure period was included.

> **Three suggestions using authority Los Angeles already has.**
> **1.** The non RSO recommendations create duties but no penalty schedule. Designating violations citable under **Chapter I, Article 1.2** would give LAHD its ordinary administrative citation authority without building anything new.
> **2.** Per unit, per month accrual matters more than the headline number. A single flat fine is a line item at portfolio scale. A per unit, per month fine is not.
> **3.** If a cure period is added, and we understand the amending motion referenced a 60 day period modeled on the Tenant Anti Harassment Ordinance, we would carry over that ordinance's own principle that no waiting period applies to willful conduct. On a monthly billing cycle, a violation that is curable on notice can be cured and repeated indefinitely.

> **And the drafting point we would most encourage.** Write the amendment, and especially its findings, as a clarification of what § 151.02 has always meant, in the way Jersey City did. An amendment framed as a new prohibition invites the argument that owners have lost something and are owed compensation for it, which is the argument the transition in 1(c) concedes. An amendment framed as a declaration, with findings that recite the existing definitions, forecloses that argument before it is made. Clear statements of intent are also what make later obfuscation difficult, because there is nothing left to characterize as ambiguous.

WHAT HAPPENED AFTER ADOPTION

Both ordinances were introduced 9-0 on May 6, 2026, adopted 9-0 after public hearing on May 20, and approved by the Mayor on May 21. Both were reviewed and approved by the City's Corporation Counsel and Assistant Business Administrator before introduction. As of **July 1, 2026**, Equity Residential no longer bills water, sewer, trash, or the related administrative charge at either Portside Towers building. For some households the difference is more than **$150 per month**.

You should also know that the owner has challenged both ordinances in state court, and that action is pending in Hudson County. We take no position here on its merits, and we raise it only because it is relevant to how you draft. A challenge was expected. It does not change what a definition has always said, and it is the practical reason we would urge you to put the reasoning on the record in the ordinance itself. An ordinance that explains, in its own text, that it is confirming an existing definition gives a reviewing court the answer to the question a challenge will raise. We are glad to walk your staff through any of this.

ABOUT THIS DOCUMENT

We are tenants and volunteer board members, not attorneys, and nothing here is legal advice. We can offer two things. The first is direct experience: what these charges looked like on our bills, what we were told they would be, and what the process of getting the question settled actually involved. The second is public records, organized so they are easy to compare, which is what the tables above are.

The distinction we would ask you to hold is this. Where we describe what happened in Jersey City, we are speaking from firsthand knowledge and can produce the documents. Where we describe California or Los Angeles law, we are pointing at your code and at your housing department's own report, not opining on them. Our reading of the Los Angeles Municipal Code is a lay reading, offered because it may save your staff time, and it should be confirmed by your City Attorney before anyone relies on it.

Portside Towers East and West Tenant Associations. Contact: Mark Boyles, mark@boyles.org, 201 988 3753. Ordinance text and vote records available on request.

Communication from Public

Name: HOLDEN S STREETLY
Date Submitted: 08/06/2026 08:00 PM
Council File No: 22-0178
Comments for Public Posting: RUBS billing impacts my elderly neighbors unfairly. With limited income and an inability to manage or control their own utility charges due to RUBS, they can be left having to pay for another more wealthy or able-bodied tenant's utility usage. And this impact doesn't stop at the elderly; other economically and physically disadvantaged neighbors are also impacted by the unfair "one-size-fits-all" style of RUBS billing.

Communication from Public

Name: Dan L
Date Submitted: 08/06/2026 08:09 PM
Council File No: 22-0178
Comments for Public Posting: As a tenant in Los Angeles, I call on the Los Angeles City Council to vote to ban Ratio Utility Billing Systems, or RUBS, in all housing across this city. Landlords who charge tenants for utilities through RUBS are systematically violating the Rent Stabilization Ordinance and the Tenant Protection Act. Ratio Utility Billing Systems subject tenants to bogus charges and allow landlords to get away with fraud. Imagine paying a costly bill for something you didn’t actually use. That, essentially, is the failure that is RUBS. RUBS also poses challenges to consumer protections, dissuades landlords from investing in environmentally-friendly infrastructure or making basic repairs to address waste, and allows landlords to put huge junk fees and other costly fees on our utility bills. This needs to end now. Tenants have the right to transparency, but existing law gives us no way to enforce that right. I urge you to support Debt Collective’s proposal for stronger action by the City Council on RUBS.

Communication from Public

Name:	Kwan
Date Submitted:	08/06/2026 08:09 PM
Council File No:	22-0178
Comments for Public Posting:	I call on the Los Angeles City Council to vote to ban Ratio Utility Billing Systems, or RUBS, in all housing across this city. Landlords who charge tenants for utilities through RUBS are systematically violating the Rent Stabilization Ordinance and the Tenant Protection Act. Ratio Utility Billing Systems subject tenants to bogus charges and allow landlords to get away with fraud. Imagine paying a costly bill for something you didn’t actually use. That, essentially, is the failure that is RUBS. RUBS also poses challenges to consumer protections, dissuades landlords from investing in environmentally-friendly infrastructure or making basic repairs to address waste, and allows landlords to put huge junk fees and other costly fees on our utility bills. This needs to end now. Tenants have the right to transparency, but existing law gives us no way to enforce that right. I urge you to support Debt Collective’s proposal for stronger action by the City Council on RUBS.

Communication from Public

Name: Gabbie Metheny
Date Submitted: 08/06/2026 08:09 PM
Council File No: 22-0178
Comments for Public Posting: As a long-time tenant in Los Angeles, I call on the Los Angeles City Council to vote to ban Ratio Utility Billing Systems, or RUBS, in all housing across this city. Landlords who charge tenants for utilities through RUBS are systematically violating the Rent Stabilization Ordinance and the Tenant Protection Act. Ratio Utility Billing Systems subject tenants to bogus charges and allow landlords to get away with fraud. Imagine paying a costly bill for something you didn't actually use. That, essentially, is the failure that is RUBS. RUBS also poses challenges to consumer protections, dissuades landlords from investing in environmentally-friendly infrastructure or making basic repairs to address waste, and allows landlords to put huge junk fees and other costly fees on our utility bills. This needs to end now. Tenants have the right to transparency, but existing law gives us no way to enforce that right. I urge you to support Debt Collective's proposal for stronger action by the City Council on RUBS.

Communication from Public

Name: Mimi Kimg
Date Submitted: 08/06/2026 08:10 PM
Council File No: 22-0178
Comments for Public Posting: As a tenant in Los Angeles, I call on the Los Angeles City Council to vote to ban Ratio Utility Billing Systems, or RUBS, in all housing across this city. Landlords who charge tenants for utilities through RUBS are systematically violating the Rent Stabilization Ordinance and the Tenant Protection Act. Ratio Utility Billing Systems subject tenants to bogus charges and allow landlords to get away with fraud. Imagine paying a costly bill for something you didn’t actually use. That, essentially, is the failure that is RUBS. RUBS also poses challenges to consumer protections, dissuades landlords from investing in environmentally-friendly infrastructure or making basic repairs to address waste, and allows landlords to put huge junk fees and other costly fees on our utility bills. This needs to end now. Tenants have the right to transparency, but existing law gives us no way to enforce that right. I urge you to support Debt Collective’s proposal for stronger action by the City Council on RUBS.

Communication from Public

Name:	Aman
Date Submitted:	08/06/2026 09:09 PM
Council File No:	22-0178
Comments for Public Posting:	As a tenant in Los Angeles, I demand the Los Angeles City Council vote to ban Ratio Utility Billing Systems (RUBS) in all housing across this city. Landlords who charge tenants for utilities through RUBS are systematically violating the Rent Stabilization Ordinance and the Tenant Protection Act. Ratio Utility Billing Systems subject tenants to bogus charges and allow landlords to get away with fraud. RUBS poses challenges to consumer protections, dissuades landlords from investing in environmentally-friendly infrastructure or making basic repairs to address waste, and allows landlords to put huge junk fees and other costly fees on our utility bills. This needs to end now! Tenants have the right to transparency, but existing law gives us no way to enforce that right. I urge you to support Debt Collective’s proposal for stronger action by the City Council on RUBS.