

CPCinfo

From: ssm@jgmclaw.com
Sent: Friday, January 15, 2016 9:15 AM
To: CPCinfo
Subject: UPDATE comment to City Planning Commission Short-term rentals in Touro Boligny disturb the peace and violate city ordinance and governing condominium documents/ Motion for Contempt granted on January 8, 2016
Attachments: REDACTED SHORT TERM RENTAL AGREEMENT.pdf

UPDATE: The property owner continued to short-term rent his unit after the Court issued a Preliminary Injunction. The property owner used an “early termination/buyout option” in the lease in order to skirt the 30-day lease requirement. We attach a redacted so-called 30-day rental agreement for your review and consideration. This is the type of document property owners may attempt to use to skirt the prohibition regarding short-term rentals. Note that document is styled as a “30-day rental agreement” but the substance of the document includes an “early termination/buyout option” which was executed before the commencement of the lease. This type of document reflects a short-term vacation rental and was never a 30-day lease despite the sham title affixed to same.

One of the short-term renters accessed a private porch and jumped the security gate as evidenced by the Association’s security camera. On Friday January 8, 2016, the Civil District Court heard the Condo Association’s Motion for Contempt, held the property owner in contempt of court, and fined the property owner \$2,500 in attorneys’ fees, which is only a small percentage of what the Association has spent having to enforce the prohibition for short-term rentals. The small penalty may not be a deterrent.

Innocent victims of unlawful short-term rentals (“STR”) should not have to spend thousands of dollars to prove the STR owner is wrong, and they are right. We ask that the revised ordinance have stricter regulations and higher fines (that do not tread on constitutional guarantees). Those violating the current law and governing condominium documents seem to consider the legal cost just a cost of doing business.

MARYFLYNN THOMAS, owner of 1113B and 1113C Peniston condominiums
504-421-8484

SUZIE MAHONEY, member of Kissy Properties LLC (owner of 1111 Peniston condominium)
504-388-3511

From: Suzanne Mahoney
Sent: Sunday, November 29, 2015 10:52 AM
To: 'cpcinfo@nola.gov'
Subject: RE: City Planning Commission Meeting 12/8 Short-term rentals in Touro Boligny disturb the peace and violate city ordinance and governing condominium documents

Following our email of September 27, 2015 to you, on October 21, 2015, the 1109 Peniston Condominium Owners Association obtained a Preliminary Injunction against owners of a condominium unit who were represented by Bob Ellis and who were violating the governing Condominium documents by having

transient rentals, Civil Action No. 2015-9612. Judge Christopher Bruno issued the Injunction from the bench on October 21, 2015. The Injunction was later issued in a signed Order. *See* attached copy of Judgment on Exceptions and Preliminary Injunction. However, despite letters from the City and Condominium document regulations forbidding transient rentals, notices from the Association Board, and now the Injunction, the condominium owners *continue to short term rent* their condominium. Within days after the Injunction hearing, the condominium owners put up their website again and continued to advertise short-term vacation rentals (STR). *See* attached website listing dated 11-6-15. The Advertisement on www.homeaway.com / www.vrbo.com does not indicate that the renter must sign a 30-day lease in order to rent the property for the weekend except in the notes which indicate “min. stay 30 days.” Based on information and firm belief, the condominium owner then enters into over-lapping 30-day leases affecting the same property in the same month!

While short term rentals may work for doubles and/or single family houses, it is a disaster for apartment buildings and condominium complexes. The renters check themselves in and out at will. The Association has a series of unknown people coming in and out which breaches our safety, peaceful possession and could void Association insurance should someone get hurt and sue.

Innocent victims of STR should not have to spend thousands of dollars to prove the STR owner is wrong, and they are right. If you do allow or regulate some short term or the 30-day lease term, please reinforce it with some strict regulations and stiff fines. The owners seem to consider current legal cost just a cost of doing business.

RECOMMENDATIONS:

Change lease term to 3 or more months requiring deposit and written lease. Block ability for each new guest to start a new lease term every week.

All STRs authorized by the City should be listed in a database.

All internet websites must link to the database.

Establish penalties/fines for the owners and renters who rent STRs that are not approved on the database.

Short Term owners must pay taxes to city and be licensed.

The Owner should have to live on the property with his guests.

Condominium Association documents, a contract between all owners, must be respected and come first and cannot be overruled.

Apartment buildings and Condominiums must give unanimous written approval for STRs.

MARYFLYNN THOMAS, owner of 1113B and 1113C Peniston condominiums
504-421-8484

SUZIE MAHONEY, member of Kissy Properties LLC (owner of 1111 Peniston condominium)
504-388-3511

From: Suzanne Mahoney
Sent: Sunday, September 27, 2015 2:47 PM

To: cpcinfo@nola.gov

Subject: City Planning Commission Meeting 9/29 Short-term rentals in Touro Boligny disturb the peace and violate city ordinance and governing condominium documents

Despite having been cited in a letter by the City, our condominium association has an out-of-town owner who persists in renting his condos for short-term hotel rental despite our Condo documents specifically forbidding it. He openly advertises his condos on the website leaving the other owners with a steady stream of strangers violating our security, safety, peaceful possession and potentially causing a loss of insurance. These unknowing hotel guests come to party and feel they've paid good money to do so. The person renting his condos to these strangers laughingly reminded us the news reported that the City Council has not penalized a single lawbreaker. The Zoning Administrator sent a warning letter to cease and desist which was ignored. Our Association's Attorney has sent a Cease & Desist Order to no avail.

There is talk about changing the laws allowing some short-term rental. Short-term rentals should not be allowed in residential, non-tourist areas. We are concerned that any revised ordinances may conflict with current Condominium documents that forbid it and that any revisions will be directly at odds with the expectations of the property owners when they purchased their properties. If any changes are made, they should not affect residential, non-tourist areas. Further, any violations should carry high fines for violators, and penalties should be enforced. In addition, Owners should have to live on the premises to control their boisterous guests. Owners should fear the consequences of breaking the law. At present, the current laws leave citizens whose safety and peaceful possession are being violated with little or no ammunition with which to fight. Thank you and please contact us with any questions.

MARYFLYNN THOMAS
504-421-8484

SUZIE MAHONEY
504-388-3511

Redacted

30 Day Rental Agreement

Rental Confirmation

Dear Guest,

Thank you for choosing our home for your vacation. We hope that you have a pleasant stay.

The property is located at:

[REDACTED]
New Orleans, LA 70115
[REDACTED]

Your confirmation is as follows:

Check-in date: September 4, 2015 after 3:00pm CST (No early check-in please)

Check-out date: September 7, 2015 by 11:00am CST

Number of adults: 2

Number of children: 0

Pets: 0

Rental rate and fees are as follows:

\$ 40.00 per night x 30 nights = \$ 1200

Cleaning fee \$ 150

Refundable damage Deposit \$ 500

Extra Persons per night x = \$

Less deposit \$(350.00)

The total balance of payment is due on or before 8/28/2015.

TOTAL Due \$ 1,550.00 (Paid 8/28/2015)

Please sign and return the attached rental agreement. As soon as I receive your full payment, I will review and approve and return a copy of this agreement.

Thanks, and have a great vacation!

[REDACTED]

P/10

[Signature]

Redacted

30 Day Rental Agreement

This 30 Day Rental Agreement (the "Agreement") is made by and between _____ ("Homeowner") and _____ ("Guest") as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Property. The property is located at:

The property is furnished and includes Kitchen Appliances, Linens, Bath Towels, Washer & Dryer and Computer

2. Rental Party: The rental party shall consist of Guest and the following persons:

3. Maximum Occupancy: The maximum number of guests is limited to 6 persons. An additional charge of \$50 per person per night for guests in addition to 4 will be assessed.

4. Term of the Lease. The lease begins at 3 p.m. on 9/04/2015 (the "Check-in Date") and ends at 11 a.m. on 9/07/2015 (the "Checkout Date").

5. Minimum Stay: This property requires a 30 night minimum stay. Longer minimum stays may be required during holiday periods. This Rental Agreement Offers an Early Buyout clause if for some reason the renter must vacate early. The Renter will be charged a Fee of \$1.00 if this option is exercised and forfeit the remaining days rent.

6. Rental Rules: Guest agrees to abide by the **Rental Rules** attached as **Exhibit A** at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.

7. Access: Renter shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner..



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30 Day Rental Agreement

8. Rental Rate and Fees

a. Deposit: A deposit of \$ 500.00 is due with full payment at the signing of this contract.

The deposit is for security and shall be refunded within 14 days of the Checkout Date provided no deductions are made due to:

- i. damage to the property or furnishings;
- ii. dirt or other mess requiring excessive cleaning; or
- iii. any other cost incurred by Homeowner due to Renter's stay.

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

b. Rental Rate. Payment in full of the following fees shall be due at the time of this contract.

Rental rate and fees are as follows:

\$ 40.00 per night x 30 nights = \$ 1200

Cleaning fee \$ 150

Refundable damage Deposit \$ 500

Extra Persons per-night x = \$

Less deposit \$(350.00)

The total balance of payment is due on or before 8/28/2015.

TOTAL Due \$ 1,550.00 (Paid 8/28/2015)

9. Cancellation Policy: If Guest wishes to cancel his/her reservation, the deposit will be refunded as follows:

0 % if cancelled 14 days prior to the Check-in Date

50 % if cancelled 7 days prior to the Check-in Date

10. Insurance: We encourage all renters to purchase traveler insurance. Below are some references you may contact to purchase such insurance:

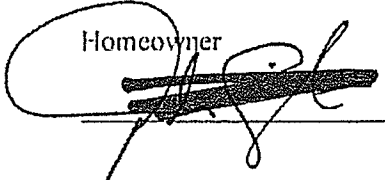


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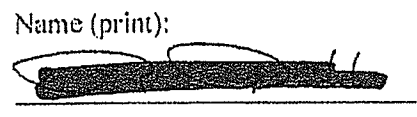
30 Day Rental Agreement

The parties agree to the terms of this 30 Day Rental Agreement, as evidenced by the signatures set forth below.

Homeowner


Renter:

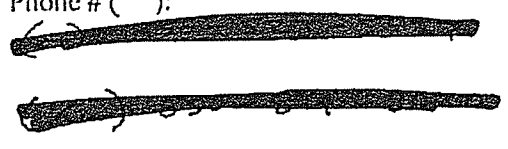

Name (print)


Name (print):


Date: 9/2/15

Date: 9/2/15

Phone # 

Phone # ():


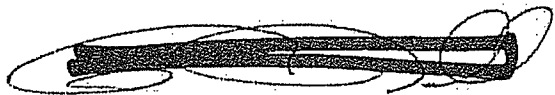
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30 Day Rental Agreement

Early Buyout Option:

I chose to exercise my option to terminate the agreement early as of
(Date) 9/07/2015 and pay a fee of \$1.00.

Renter: 

Name (print): 

Date: 9/3/15

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UPPER AUDUBON ASSOCIATION

Officers & Board

Lewis W. Stirling III*President
Karen Sanford*Vice President
Yvette Semmes*Treasurer
Barbara Bush
Nancy Barrett
Michael Butterworth
William Hicks
Bruce Thompson
Richard McCormack
John Lafargue

JAN19'16 02:33PM

January 17, 2016

Mr. Robert David Rivers, Executive Director
City of New Orleans
City Planning Commission
1300 Perdido Street, 7th Floor
New Orleans, LA 70112

Re: Short Term Rentals

Dear Mr. Rivers:

As President of the Upper Audubon Association (UAA) I am submitting the comments of our Association regarding Short-Term Rentals in the City of New Orleans. For reference, UAA boundaries extend from St. Charles Avenue to the Mississippi River and from Audubon Park to Broadway. The majority of the UAA area is zoned HU-RS with only a few blocks closer to the river being zoned HU-RD2.

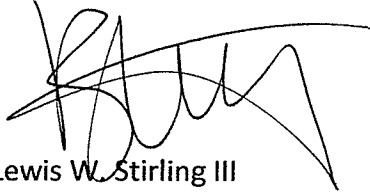
In a meeting held January 18, 2016, the UAA Board voted to oppose Short-Term Rentals in HU-RS zoned neighborhoods. Our recommendation is to make STR in HU-RS zoned areas a non-permitted use. Members of our Association and I have met with our Councilmembers and attended community meetings regarding this matter. Some of our members have personally written detailed letters making suggestions about legislation and enforcement. We understand the complexity of the situation. While we understand that enforcement is difficult, we feel it is not impossible and worth the effort. However, our position has unanimous support of our board and represents a broad consensus of the 375 property owners in the UAA area.

Restricting Short-Term Rentals from HU-RS zoned neighborhoods is a logical conclusion. Neighborhoods that are zoned HU-RD and greater (two-family and multi-family residential) not only allow for greater density, but assume that there will be a commercially driven housing component. The nature of rentals is to accommodate a slightly different resident than that of a single-family homeowner. A single-family zoned neighborhood

contemplates no commercial aspect and prohibition of Short-Term Rentals in single family neighborhoods is consistent with that concept.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'LW Stirling III', with a long horizontal flourish extending to the right.

Lewis W. Stirling III

President

Upper Audubon Association

Cc: Councilmember-At-Large Stacey Head
Councilmember District A Susan Guidry
Upper Audubon Association Board Members